



## WENATCHEE CITY COUNCIL

Thursday, April 28, 2022

Wenatchee City Hall Council Chambers

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

Wenatchee, WA 98801

### AGENDA

*"To create community through responsive leadership and services for the citizens and visitors of the Apple Capital of the World."*

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

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

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

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

#### 2. Citizen Requests/Comments

The "Citizen Comments" period is to provide the opportunity for members of the public to address the Council on any matter, including items on the agenda. Comments on public hearing items will be taken during the 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. Citizen comments will be limited to three minutes.

#### 3. Consent Items

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

Vouchers:

Claim checks #202825 through #202937 in the amount of \$229,572.66 for April 14, 2022

Payroll distribution in the amount of \$393,925.00 for April 20, 2022

Claim checks #202938 through #203006 in the amount of \$571,382.15 for April 21, 2022

Payroll distribution (retirees) in the amount of \$11,717.72 for April 29, 2022

- *Motion to approve Resolution No. 2022-15, designating the Mayor as a voting representative on behalf of the City to the governing board of the Greater Wenatchee Regional Events Center Public Facilities District.*

#### 4. Presentations

- Poppy Days Proclamation
- National Provider Appreciation Day Proclamation
- Stand with Ukraine Proclamation

#### 5. Action Items

- A. Update to WCC 1.10.020 Office Hours  
Presented by Director of Human Resources Kari Page  
**Action Requested:** *Motion for City Council to adopt Ordinance No. 2022-06, amending Section 1.10.020 of the Wenatchee City Code relating to office hours of certain City offices.*
- B. Acceptance of the Donation of the “By-Line Time” Sculpture  
Presented by Parks, Recreation & Cultural Services Director David Erickson  
**Action Requested:** *Motion for City Council to approve the donation of the sculpture “By-Line Time” from Rufus Woods and incorporate the sculpture into the City Art Collection.*
- C. One Washington Opioid Settlement Memorandum of Understanding  
Presented by Executive Services Director Laura Merrill and City Attorney Steve Smith  
**Action Requested:** *Motion for City Council to authorize the Mayor to sign the One Washington Memorandum of Understanding.*
- D. License Agreement for Shared Scooter-Only Pilot Program – Bird Rides (Bird Scooters)  
Presented by Public Works Director Rob Jammerman and Public Works Administrative Assistant Anna Carr  
**Action Requested:** *Motion for City Council to approve the agreement with Bird Rides, and further authorize the Mayor to sign the agreement.*
- E. Bid Award and Contract for the Kenzie’s Landing Project (City Project No. 18-1247)  
Presented by Capital Projects Manager Charlotte Mitchell  
**Action Requested:** *Motion for City Council to authorize the Mayor to sign a contract with Olin Excavation in the amount of \$974,435.70 for the construction of the Kenzie’s Landing project.*
- F. South Wenatchee Safety Improvements Project (City Project No. 1911)  
Authorization to Award Construction Contract  
Presented by Project Engineer Steve Dobron and Engineering Services Manager Jacob Huylar  
**Action Requested:** *Motion for City Council to approve the project budget amendment, and further, pending WSDOT concurrence, that the City Council award the construction contract for the South Wenatchee Safety Improvements Project, City Project No. 1911, to Rudnick & Sons, LLC, and authorize the Mayor to sign the contract documents.*

- G.** Parkside Place Renovation Project Consultant Agreement (City Project No. 2206)  
Presented by Operations Manager Aaron Kelly  
**Action Requested:** *Motion for City Council to authorize the Mayor to negotiate and sign a Professional Services Agreement with Forsgren Associates, Inc. for the Parkside Place Renovation Project No. 2206.*
- H.** Second Addendum/Amendment Agreement to the Pinnacles Prep Lease  
Presented by Operations Manager Aaron Kelly  
**Action Requested:** *Motion for City Council to approve the Second Addendum/Amendment to the Long-term Facility Lease with Pinnacles Prep and authorize the Mayor to sign the agreement.*
- I.** Professional Services Agreement between the City of Wenatchee and The DOH Associates for Pinnacles Prep Charter School/Community Center Facility Improvements Phase 1.5A (City Project No. 2112)  
Presented by Operations Manager Aaron Kelly  
**Action Requested:** *Motion for City Council to approve the Professional Services Agreement with DOH Associates and authorize the Mayor's signature for City Project No. 2112 – Pinnacles Prep Charter School, Phase 1.5A.*
- J.** Noyes Petition for Street Vacation  
Presented by Public Works Customer Service/Permit Specialist Jenni Rayson  
**Action Requested:** *Motion for City Council to pass Resolution No. 2022-16, setting date relative to vacation of street and/or alley.*

## **6. Reports**

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

## **7. Announcements**

## **8. Close of Meeting**



## WENATCHEE CITY COUNCIL

**Thursday, April 14, 2022**

Wenatchee City Hall Council Chambers  
301 Yakima Street, 2<sup>nd</sup> Floor  
Wenatchee, WA 98801

### MINUTES

*"To create community through responsive leadership and services for the citizens and visitors of the Apple Capital of the World."*

**Present:** Mayor Frank Kuntz; Councilmember Position 1 Jose Cuevas, Councilmember Position 2 Mike Poirier; Councilmember Position 5 Mark Kulaas; Councilmember At-Large "A" Linda Herald; Councilmember At-Large "B" Keith Huffaker

**Staff Present:** Executive Services Director Laura Merrill; City Attorney Steve Smith; City Clerk Tammy Stanger; IS Support Tim McCord; Parks, Recreation & Cultural Services Director David Erickson; Police Chief Steve Crown; Finance Director Brad Posenjak; Senior Planner Matt Parsons; Public Works Director Rob Jammerman; Planning Manager Stephen Neuenschwander; Public Works Deputy Director-Utilities Jessica Shaw; Utility Planner Darci Mattioda; Facilities Manager Elisa Schafer; Operations Manager Aaron Kelly

**4:45 p.m. Executive Session.** The Mayor called the meeting to order at 4:45 p.m. for the purpose of meeting in executive session. Councilmembers Top Rojanasthien, Travis Hornby and Keith Huffaker were not present.

*Motion by Councilmember Mark Kulaas to convene in executive session, for a time period not to exceed 25 minutes, to discuss with legal counsel matters of 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 agency. RCW 42.30.110(1)(i). Councilmember Mike Poirier seconded the motion. Motion carried (4-0).*

Councilmember Keith Huffaker arrived at 5:05 p.m. and joined the executive session. Council adjourned from executive session at 5:10 p.m.

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

**1. Call to Order, Pledge of Allegiance, and Roll Call.** Mayor Frank Kuntz called the regular meeting to order at 5:15 p.m. Councilmember Jose Cuevas led the Pledge of Allegiance. The excused absences of Councilmembers Top Rojanasthien and Travis Hornby were noted for the record.



## 2. Consent Items

Motion by Councilmember Keith Huffaker to approve agenda, vouchers, and minutes from previous meetings. Councilmember Mike Poirier seconded the motion. Motion carried (5-0).

## 3. Presentations

- Arbor Day Proclamation read by Councilmember Linda Herald and presented by Mayor Kuntz to Bonnie Orr of the Greater Wenatchee Arbor Day Association who said a few words about the upcoming Arbor Day distribution event on April 23.
- Stand Against Racism Proclamation read by Councilmember Mark Kulaas and presented by Mayor Kuntz to YWCA NCW Executive Director Rachel Todd who provided information about the annual Stand Against Racism event scheduled for April 26 at the Wenatchee Valley College fountain.

## 4. Citizen Requests/Comments. None.

## 5. Action Items

### A. South Wenatchee Avenue Emergency Stormwater Repair – City Project No. 2210

Deputy Public Works Director-Utilities Jessica Shaw provided an overview of the emergency stormwater repair work. There is no action requested. The purpose of this agenda item is to document the basis for the emergency action and enter it into the public record.

### B. Wenatchee Valley Regional Decant Facility Use Agreement with City of East Wenatchee

Deputy Public Works Director-Utilities Jessica Shaw presented the staff report. The Mayor and Council commented.

Motion by Councilmember Linda Herald for City Council to approve the Wenatchee Valley Regional Decant Facility Use Agreement with the City of East Wenatchee and authorize the Mayor's signature. Councilmember Jose Cuevas seconded the motion. Motion carried (5-0).

### C. Tourism Promotion Area Advisory Board Appointments

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

Motion by Councilmember Mike Poirier for City Council to pass Resolution No. 2022-11 appointing Charlotte Mayo and Cody Beeson to the Tourism Promotion Area Advisory Board to fill two (2) vacant positions with terms ending December 31, 2024. Councilmember Mark Kulaas seconded the motion. Motion carried (4-0) (Herald conflict).

- D. Second Amendment to the Memorandum of Understanding between the Public Utility District No.1 of Chelan County and City of Wenatchee related to Visualization and Model Development/Video for the Loop Trail as part of the Confluence Parkway Project

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

Motion by Councilmember Mark Kulaas for City Council to approve the Second Amendment to the Memorandum of Understanding between the PUD and City of Wenatchee related to Visualization and Model Development/Video for the Loop Trail as part of the Confluence Parkway project and authorize the Mayor's signature. Councilmember Mike Poirier seconded the motion. Motion carried (5-0).

- E. Consultant Service Agreement between North Forty Productions, LLC and the City of Wenatchee

Police Chief Steve Crown presented the staff report.

Motion by Councilmember Keith Huffaker for City Council to approve and authorize the Mayor's signature for the Consultant Services Agreement with North Forty Productions, LLC, to produce police recruitment videos. Councilmember Jose Cuevas seconded the motion. Motion carried (5-0).

- F. Department of Commerce Grant to City of Wenatchee through the 2022 Local & Community Projects Program - City Project No. 2112

Facilities Manager Elisa Schafer presented the staff report. Rick Wray and Sean Koester from Pinnacles Prep were also present and answered questions and commented. Council asked questions.

Motion by Councilmember Keith Huffaker for City Council to accept the Department of Commerce grant for Project No. 2112 - Pinnacles Prep Charter Public School Phase 1.5A & 1.5B Alterations & Addition and authorize the Mayor to sign the contract. Councilmember Linda Herald seconded the motion. Motion carried (5-0).

**G. Wenatchee Convention Center Roof Replacement – City Project No. SW22-01**

Facilities Manager Elisa Schafer presented the staff report. Councilmember Linda Herald recused herself from this agenda item due to a conflict of interest. Council asked questions.

Motion by Councilmember Mark Kulaas for City Council to award the contract for construction of the Wenatchee Convention Center Roofing Project, City Project No. SW22-01, to Signature Roofing Service, LLC in the amount of \$160,728.00 and authorize the Mayor to sign the construction contract. Councilmember Keith Huffaker seconded the motion. Motion carried (4-0) (Herald conflict).

**H. Lease Agreement with Dennis and Sharron Johnson for property located at 1202 South Columbia Street**

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

Motion by Councilmember Linda Herald for City Council to authorize the Mayor to enter into a 15-year lease agreement with Dennis Johnson and Sharron Johnson for property located at 1202 South Columbia Street at no cost for the sole purposes of housing and associated services for the homeless. Councilmember Mike Poirier seconded the motion. Motion carried (5-0).

**I. Department of Health Drinking Water State Revolving Fund Pre-Construction Loan Contract – City Project No. 2202**

Utility Planner Darci Mattioda presented the staff report. Council asked questions.

Motion by Councilmember Keith Huffaker for City Council to approve the Department of Health Contract PCL27077 Application ID 2021-3986 for a Drinking Water State Revolving Fund Loan, for City Project No. 2202 - Crawford Main Replacement Project, and adopt this project into the 2022 Budget and the 2022-2027 Capital Facilities Plan. Councilmember Linda Herald seconded the motion. Motion carried (5-0).

**J. Department of Health Drinking Water State Revolving Fund Pre-Construction Loan Contract – City Project No. 1918-2020**

Utility Planner Darci Mattioda presented the staff report. Council asked questions.

Motion by Councilmember Mark Kulaas for City Council to approve the Department of Health Contract DWL27052 Application ID 2021-3984 for a Drinking Water State Revolving Fund Loan, for City Project No. 1918-2020 – AC Main Replacement Project, and adopt this project into the 2022 Budget and the 2022-2027 Capital Facilities Plan. Councilmember Mike Poirier seconded the motion. Motion carried (5-0).

**K. Public Works Emergency Response Mutual Aid Agreements**

Utility Planner Darci Mattioda presented the staff report. Council asked questions.

Motion by Councilmember Mike Poirier for City Council to authorize the Mayor to sign the agreements for mutual aid and partner with local agencies in Washington State. Councilmember Keith Huffaker seconded the motion. Motion carried (5-0).

At 6:03 p.m. the Mayor called for a short recess. The meeting resumed at 6:06 p.m.

**6. Public Hearing Items**

The Mayor explained the public hearing process.

**L. Fair Properties LLC Annexation**

Senior Planner Matt Parsons and Community Development Director Glen DeVries presented the staff report and a power point presentation. Council asked questions.

The Mayor asked for public comment.

- David Granatstein, 1620 McKittrick, Wenatchee, spoke against the annexation. He is happy to be part of the County and does not want to be annexed into the city limits.

With no additional public comment, the Mayor turned this item back to the Council for additional comments and action.

Motion by Councilmember Mark Kulaas for City Council to pass Resolution No. 2022-13 providing for the Notice of Intent to the Chelan County Boundary Review Board to annex certain property to the City of Wenatchee. Councilmember Mike Poirier seconded the motion. Motion carried (5-0).

**M. JAB Investors LLC Annexation**

Senior Planner Matt Parsons and Community Development Director Glen DeVries presented the staff report and a power point presentation. Council asked questions and commented. It was noted that a letter from Chelan County had been received and provided to staff and Council and entered as part of the record.

The Mayor asked for public comment:

- Chelan County Commissioner Bob Bugert and Chelan County Assistant Public Works Director Josh Patrick highlighted some points from Chelan County Engineer Eric Pierson's letter dated April 12, 2022, and asked for a deeper dialogue with the City for a systematic approach on a broader scale when it comes to annexations in the GMA. They feel that the "fingers" of land being annexed are a disservice to the citizens of Chelan County. The Mayor stated that annexations are accepted by the City through requests from property owners. There is also the ability now for "islands" to be annexed by agreement between cities and counties. Commissioner Bugert added that they need a good coordinated approach and that's what the Boundary Review Board is set up to do. The Mayor agreed there needs to be a discussion on the right thing to do for both the County and the City.

With no additional public comment, the Mayor turned the matter back to the City Council. After discussion the Council agreed that the public hearing should be continued to the next regular meeting on May 12, 2022, so staff can have some additional time to review the letter from Chelan County to address concerns.

*Motion by Councilmember Mark Kulaas to continue the public hearing to the next regular City Council meeting of May 12, 2022. Councilmember Keith Huffaker seconded the motion. Motion carried (5-0).*

**N. 2020 Community Development Block Grant Consolidated Annual Performance and Evaluation Report**

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

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

He then turned the matter back to the City Council for action.

*Motion by Councilmember Linda Herald for City Council to accept the 2020 Community Development Block Grant Consolidated Annual Performance and Evaluation Report. Councilmember Jose Cuevas seconded the motion. Motion carried (5-0).*

**O. Road Name Change – Renaming the "2<sup>nd</sup> Street Canal Crossing" and the portion of "Second Street" located West of the Wenatchee Reclamation District canal within the Sienna Planned Development Phase I as "Lone Street"**

Public Works Director Rob Jammerman presented the staff report.

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

He then turned the matter back to the City Council for action.

*Motion by Councilmember Mark Kulaas for City Council to approve Ordinance No. 2022-05, amending the name of the 2<sup>nd</sup> Street Canal Crossing over the Wenatchee Reclamation District canal and the name of Second Street located West of the Wenatchee Reclamation District canal to lone Street. Councilmember Linda Herald seconded the motion. Motion carried (5-0).*

## 7. Reports

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

1. Efforts continue for the Confluence Parkway project. He asked the Council to be sure to take a look at the video that was recently created, which is a very well-done rendition of what the trail will look like.
2. Finance committee met today.
3. He asked Executive Services Director Laura Merrill for any updates she may have, and she reported that:
  - a. The Public Works Committee is canceled next week.
  - b. The Flywheel Conference is on 5/18/22 and 5/19/22. The City supports Flywheel and the economic development efforts they provide to the region. The city has tickets available if any Councilmember would like to attend. Jenny Rojanasthien and Blake Baldwin from NCW Tech will have a presentation at the next regular Council meeting.
4. The Mayor said he has been in conversations with Doug Rigoni of Coast Hotels and they are interested in extending the agreement with the Convention Center.
5. He also mentioned that negotiations have started for District Court services.

b. Reports/New Business of Council Committees.

Councilmember Jose Cuevas reported that he will attend the Homeless Housing Task Force meeting next week.

Councilmember Linda Herald reported that she attended the Misawa Sister City Board meeting this past Tuesday. No trips are planned to Misawa this year due to the

pandemic; however, the Mayor of Misawa and a small city delegation are planning to visit Wenatchee October 1-4. She also reported that the Wings & Wheels Festival is completely changing with a new name and new dates and they are hopeful Misawa will come for that in future years.

**8. Announcements.** The Mayor reminded Council that next Thursday's meeting is a work session and there is also a Public Safety Committee meeting next Thursday.

**9. Adjournment.** With no further business the meeting adjourned at 6:47 p.m.

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Frank J. Kuntz, Mayor

Attest:

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Tammy L. Stanger, City Clerk

## **RESOLUTION NO. 2022-15**

**A RESOLUTION,** designating the Mayor as a voting representative on behalf of the City to the governing board of the Greater Wenatchee Regional Events Center Public Facilities District.

**WHEREAS,** pursuant to the First Amendment to the Interlocal Agreement approved by the City on February 23, 2012, by the adoption of Ordinance No. 2012-04 the City of Wenatchee is mandated to appoint one member of the Greater Wenatchee Regional Events Center Public Facilities District (PFD) board; and

**WHEREAS,** the City Council of the City of Wenatchee desires to appoint Mayor Frank Kuntz to the PFD Board.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE,** that Mayor Frank Kuntz shall serve as the City's voting representative to the PFD board for the term set by the PFD board, but in no instance shall it exceed the Mayor's four year term ending December 31, 2023.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** at a regular meeting thereof this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF WENATCHEE, a Municipal  
corporation

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



ATTEST:

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

APPROVED:

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



# Proclamation

WHEREAS, the American Legion each year sponsors, throughout the State of Washington, a campaign for the distribution of crepe paper poppies; and

WHEREAS, all proceeds from the distribution will be used for the benefit of the men and women now serving in all armed forces, needy war veterans, the orphans and widows of deceased veterans; and

WHEREAS, this charitable drive will enable all citizens to show their gratitude to service men and women and have a part in contributing to the assistance rendered to needy and disabled war veterans and their families.

NOW, THEREFORE, I, Frank J. Kuntz, Mayor of the City of Wenatchee do hereby proclaim the month of May as:

## *“POPPY DAYS”*

in the City of Wenatchee and I urge all citizens to support this worthy cause by wearing the Poppy during this period.



IN WITNESS WHEREOF, I hereby set my hand and cause the seal of the City of Wenatchee to be affixed on this 28<sup>th</sup> day of April, 2022.

FRANK J. KUNTZ, Mayor

# Proclamation

## National Provider Appreciation Day May 6, 2022

WHEREAS, cities, counties and organizations nationwide are recognizing Child Care Providers on National Provider Appreciation Day, May 6, 2022; and

WHEREAS, over half the children under the age of six nationwide are estimated to spend some time in a nonparental care arrangement on a weekly basis, which provides critical enrichment opportunities and nurtures development for children of all backgrounds and is a vital building block of our state economy; and

WHEREAS, the COVID-19 pandemic continues to create tremendous hardship for Child Care Providers and the families of Washington who depend on them, forcing providers to risk their health and financial stability to remain open throughout shifting COVID-19 health guidance; and

WHEREAS, Child Care Providers continue to provide essential high-quality early learning experience to Washington's children in the face of irregular and long hours, high turnover rate in child care businesses, and increasing stressful working conditions due to the impact of burnout, COVID-19, and other workforce-related complications; and

WHEREAS, our future depends on the quality of the early childhood experiences provided to young children today; support for high-quality child care represents a worthy commitment to our children's future.

Now, therefore, I, Frank J. Kuntz, Mayor of the City of Wenatchee, hereby proclaim May 6, 2022, as "National Child Care Provider Appreciation Day" and urge all citizens to recognize Child Care Providers for their important work.



**IN WITNESS WHEREOF**, I have caused the seal of the City of Wenatchee to be affixed on this 6<sup>th</sup> day of May, 2022.

FRANK J. KUNTZ, Mayor



# PROCLAMATION



WHEREAS, Ukraine proclaimed independence from the Union of Soviet Russia in 1991, adopted its constitution in 1996, and has been a fully independent country and home to 44 million citizens led by a president elected by the people; and

WHEREAS, on February 24, 2022, Russian military forces conducted an unprovoked invasion of Ukraine, resulting in the destruction of cities and towns and over 2,300 civilian casualties, forcing hundreds of thousands of civilians to flee, and blatantly violating international law; and

WHEREAS, the people of Ukraine have been caught in the middle of this invasion, creating over 4 million external refugees and 6 million internal displacements, and millions in need of urgent humanitarian assistance; and

WHEREAS, the invasion of Ukraine and attacks against its people have been broadly condemned by the United Nations, United States President, leadership of the European Union, Great Britain and other countries around the world; and

WHEREAS, the City Wenatchee is home to a robust and thriving Ukrainian community; and

WHEREAS, our Ukrainian neighbors are experiencing pain, hardship and grief due to the aggression in Eastern Europe.

NOW, THEREFORE, BE IT RESOLVED that I, Frank J. Kuntz, Mayor of the City of Wenatchee, do hereby ask the residents of Wenatchee, Washington, to join us in expressing support for the people of Ukraine, and to join us in expressing support, and for those in our community with Ukrainian roots who are especially concerned for the well-being of their loved ones; and

NOW, THEREFORE, I, Frank Kuntz, Mayor of the City of Wenatchee, proclaim that the City of Wenatchee stands in solidarity with our Ukrainian neighbors as well as the people of Ukraine, as they bravely defend their country, their freedom and their lives.



IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on this 28<sup>th</sup> day of April, 2022.

FRANK J. KUNTZ, Mayor



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** April 28, 2022

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**I. SUBJECT**

Update to WCC 1.10.020 Office Hours.

**II. ACTION REQUESTED**

Motion for the City Council to adopt Ordinance No. 2022-06.

**III. OVERVIEW**

Update to include current departments and business hours.

There is no change to existing code language related to business transaction office closures, on weekends (Saturday/Sunday) and state recognized holidays. For informational purposes, Juneteenth (6/19) became a state legal holiday effective January 1, 2022 and is now included on the list of City recognized holidays.

**IV. FISCAL IMPACT**

N/A

**V. REFERENCE(S)**

1. Ordinance 2022-06.

**VII. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk

## ORDINANCE NO. 2022-06

**AN ORDINANCE**, amending Section 1.10.020 of the Wenatchee City Code (WCC) relating to office hours of certain City offices.

**WHEREAS**, City Staff proposed amendments to the City code related to the hours certain offices are open for the transaction of business with the public; and

**WHEREAS**, RCW 35A.21.070 requires the municipal legislative authority to establish the hours city offices are open for the transaction of business by ordinance; and

**WHEREAS**, the City Council desires to maintain efficient use of available staff as well as effectively serve the public.

**NOW, THEREFORE**, the City Council of the City of Wenatchee do ordain as follows:

### SECTION I

The foregoing recitals are incorporated herein as though fully set forth.

### SECTION II

That WCC 1.10.020 “Office Hours – Certain Offices” shall be and hereby is modified to read as follows:

#### **1.10.020 Office hours – Certain offices.**

(1) The offices of the ~~city clerk~~ [Community Development, Executive Services \(including City Clerk\)](#), ~~and Finance, Parks, Recreation and Cultural Services and Public Works~~ departments shall be open for the transaction of business with the public Monday through Friday of each week from 8:00 a.m. to 5:00 p.m. and said offices shall be closed on Saturdays, Sundays, and state recognized holidays.

~~(2) The offices of the public works and community development departments shall be open for the transaction of business with the public Monday through Thursday of each week from 8:00 a.m. to 5:00 p.m. and said offices shall be closed on Saturdays, Sundays, and state recognized holidays. The mayor shall have the authority to adjust the hours the office is open for transaction of business to return to Monday through Friday 8:00 a.m. to 5:00 p.m. schedule if in the mayor's discretion it is necessary to serve the public and funding allows.~~

~~(3) The offices of the recreation department shall be open for the transaction of business with the public Monday through Thursday of each week from 9:00 a.m. to 3:00 p.m. and said offices shall be closed on Saturdays, Sundays, and state recognized holidays. The mayor shall have the authority to adjust the hours the office is open for transaction of business to return to Monday through Friday 8:00 a.m. to 5:00 p.m. schedule if in the mayor's discretion it is necessary to serve the public and funding allows.~~

(42) The offices of the ~~p~~Police departments shall be open for the transaction of business with the public Monday through Friday of each week from 9:00 a.m. to 4:00 p.m. and said offices shall be closed on Saturdays, Sundays, and state recognized holidays. The mayor shall have the authority to adjust the hours the office is open for transaction of business to return to an 8:00 a.m. to 5:00 p.m. schedule if in the ~~m~~Mayor's discretion it is necessary to serve the public and funding allows.

(4) All other City offices, including the Human Resources and Information Systems departments, shall be open for the transaction of business Monday through Friday of each week from 8:00 a.m. to 5:00 p.m. and said offices shall be closed on Saturdays, Sundays and state recognized holidays.

### SECTION III

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 IV**

That this Ordinance shall take effect thirty (30) days from and after publication as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** this \_\_\_\_ day of \_\_\_\_\_, 2022.

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





## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** April 28, 2022

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**I. SUBJECT**

Acceptance of the donation of the By-Line Time Sculpture

**II. ACTION REQUESTED**

Move approval of the donation of the sculpture "By-Line Time" from Rufus Woods and incorporate the sculpture into the City Art Collection.

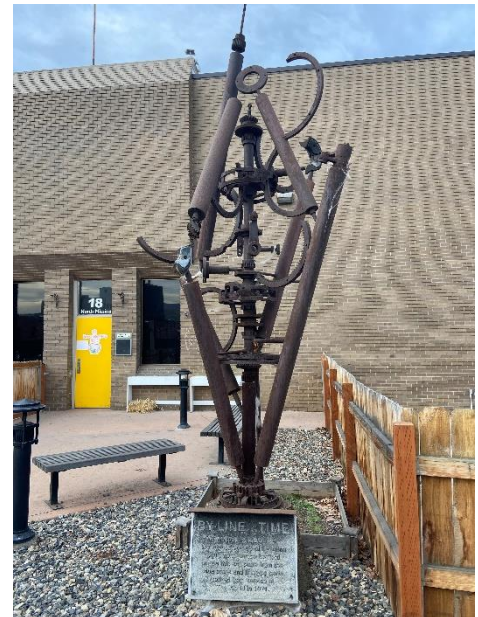
**III. OVERVIEW**

The Wenatchee World building is for sale. Located on the property is the sculpture titled "By-Line Time".

When the Wenatchee Daily World converted from hot metal printing to offset printing in 1971, Editor and Publisher Wilfred R. Woods commissioned a metal sculpture from parts of a linotype machine and parts from the press made by the R Hoe & Co. company of New York. The press had originally been used in New York and was purchased by then-publisher Rufus Woods in the mid-1940s from the Dallas Times Herald.

The artist, James Stafford of Chehalis, is a noted sculptor who previously taught at Wenatchee Valley College.

The title of the piece is "Byline, Time" which was coined by newspaper staffer Steve Lachowicz. The metal sculpture stands at least six feet tall on a concrete platform. The sculpture currently is place in front of the buildings at 14 N. Mission Street.



Rufus Woods (1878-1950) purchased the newspaper in 1907 and was the publisher until his death. Wilfred Woods, (1919-2017) carried on in his father's footsteps and was publisher from 1950-1997. Rufus Woods' made significant contributions to the economic development of the region, including a central role in developing Grand Coulee Dam and the Columbia Basin Project. Wilfred Woods was deeply involved in resource development, supporting the arts and other civic contributions. This sculpture is a testament to their unending quest to make the Wenatchee Valley and North Central Washington a better place for generations to come.

Rufus Woods approached the City about donating the sculpture to the City and adding it to the city art collection.

The donation was recommended for acceptance by the Arts, Recreation and Parks Commission at their April 19, 2022 meeting. Staff also recommends accepting of the donation.

If accepted, staff would work with the donor to determine a location for the installation.

**IV. FISCAL IMPACT**

Minimal cost to relocate the sculpture and ongoing maintenance.

**V. PROPOSED PROJECT SCHEDULE**

Implement upon approval.

**VI. REFERENCE(S)**

**VII. ADMINISTRATIVE ROUTING**

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



## CITY COUNCIL AGENDA REPORT

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

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

Steve Smith, City Attorney

**MEETING DATE:** April 28, 2022

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**I. SUBJECT**

One Washington Opioid Settlement Memorandum of Understanding

**II. ACTION REQUESTED**

Motion requested for the City Council authorize the Mayor to sign the One Washington Memorandum of Understanding

**III. OVERVIEW**

As part of a potential settlement with the "Big 3" opioid distributors (McKesson, Cardinal Health, and AmerisourceBergen) and Johnson & Johnson, the City of Wenatchee could participate in the settlement through the One Washington Memorandum of Understanding (MOU). The settlement was brought forth by several local governments to seek to hold these entities accountable for contributing to the opioid epidemic.

The MOU establishes the framework for distributing and sharing these settlement proceeds throughout Washington based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions. Settlement funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement.

Under the One Washington MOU, settlement proceeds will be allocated based on the methodology utilized for the Negotiation Class in In Re: National Prescription Opiate Litigation, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. This formula has largely been used in other state allocation agreements as well. To determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific counties and the cities and towns within the counties have made opioids epidemic-related expenditures in the past. Based on the formula, the City of Wenatchee could receive approximately \$150,000 based on a \$50 million settlement amount which is still pending.

A local government that chooses not to participate or sign onto the MOU will not receive a direct allocation of funds and the portion that it would have received will instead be re-allocated to the participating counties within its Allocation Region. All settlement funds must be used only for uses that focus on forward-looking abatement strategies. Locally, the City could allocate the funding towards revitalizing drug court and mandatory drug treatment sentencing, recovery coaching programs, outreach for homeless/opioid addiction and Behavioral Health Unit/Police integration among other opioid abatement strategies.

According to the litigating parties, the City is asked to consider and approve the MOU by the end of April 2022.

**IV. FISCAL IMPACT**

Based on the formula, the City of Wenatchee could receive approximately \$150,000 based on a \$50 million settlement amount which is still pending.

**VI. REFERENCE(S)**

1. One Washington MOU Between Washington Municipalities
  - a. Exhibit A Abatement Strategies
  - b. Exhibit B Intracounty Allocation

**VII. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Steve Crown, Chief of Police  
Brad Posenjak, Finance Director

## **ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES**

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

### **A. Definitions**

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

## **B. Allocation of Settlement Proceeds for Approved Purposes**

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

## **C. Regional Agreements**

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, Lewis, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have



made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
  - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
  - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
  - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

#### **D. Payment of Counsel and Litigation Expenses**

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrback L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

## **E. General Terms**

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

**[Remainder of Page Intentionally Left Blank – Signature Pages Follow]**

**This One Washington Memorandum of Understanding Between Washington Municipalities is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by:**

\_\_\_\_\_

**Name & Title** \_\_\_\_\_

**On behalf of** \_\_\_\_\_



# **EXHIBIT A**

## OPIOID ABATEMENT STRATEGIES

### PART ONE: TREATMENT

#### A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
  - a. Medication-Assisted Treatment (MAT);
  - b. Abstinence-based treatment;
  - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
  - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
  - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

**D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
  - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
  - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION
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**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
  - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
  - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.



- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

**H. PREVENT OVERDOSE DEATHS AND OTHER HARMS**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

**I. FIRST RESPONDERS**

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

**K. TRAINING**

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

**L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
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**Adams County**

Adams County	0.1638732475%
Hatton	
Lind	
Othello	
Ritzville	
Washtucna	
<b>County Total:</b>	<b>0.1638732475%</b>

**Asotin County**

Asotin County	0.4694498386%
Asotin	
Clarkston	
<b>County Total:</b>	<b>0.4694498386%</b>

**Benton County**

Benton County	1.4848831892%
Benton City	
Kennewick	0.5415650564%
Prosser	
Richland	0.4756779517%
West Richland	0.0459360490%
<b>County Total:</b>	<b>2.5480622463%</b>

**Chelan County**

Chelan County	0.7434914485%
Cashmere	
Chelan	
Entiat	
Leavenworth	
Wenatchee	0.2968333494%
<b>County Total:</b>	<b>1.0403247979%</b>

**Clallam County**

Clallam County	1.3076983401%
Forks	
Port Angeles	0.4598370527%
Sequim	
<b>County Total:</b>	<b>1.7675353928%</b>

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
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**Clark County**

Clark County		4.5149775326%
Battle Ground		0.1384729857%
Camas		0.2691592724%
La Center		
Ridgefield		
Vancouver		1.7306605325%
Washougal		0.1279328220%
Woodland***		
Yacolt		
<b>County Total:</b>		<b>6.7812031452%</b>

**Columbia County**

Columbia County		0.0561699537%
Dayton		
Starbuck		
<b>County Total:</b>		<b>0.0561699537%</b>

**Cowlitz County**

Cowlitz County		1.7226945990%
Castle Rock		
Kalama		
Kelso		0.1331145270%
Longview		0.6162736905%
Woodland***		
<b>County Total:</b>		<b>2.4720828165%</b>

**Douglas County**

Douglas County		0.3932175175%
Bridgeport		
Coulee Dam***		
East Wenatchee		0.0799810865%
Mansfield		
Rock Island		
Waterville		
<b>County Total:</b>		<b>0.4731986040%</b>

**Ferry County**

Ferry County		0.1153487994%
Republic		
<b>County Total:</b>		<b>0.1153487994%</b>

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
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**Franklin County**

Franklin County		0.3361237144%
Connell		
Kahlotus		
Mesa		
Pasco		0.4278056066%
<b>County Total:</b>		<b>0.7639293210%</b>

**Garfield County**

Garfield County		0.0321982209%
Pomeroy		
<b>County Total:</b>		<b>0.0321982209%</b>

**Grant County**

Grant County		0.9932572167%
Coulee City		
Coulee Dam***		
Electric City		
Ephrata		
George		
Grand Coulee		
Hartline		
Krupp		
Mattawa		
Moses Lake		0.2078293909%
Quincy		
Royal City		
Soap Lake		
Warden		
Wilson Creek		
<b>County Total:</b>		<b>1.2010866076%</b>

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
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**Grays Harbor County**

Grays Harbor County	0.9992429138%
Aberdeen	0.2491525333%
Cosmopolis	
Elma	
Hoquiam	
McCleary	
Montesano	
Oakville	
Ocean Shores	
Westport	
<b>County Total:</b>	<b>1.2483954471%</b>

**Island County**

Island County	0.6820422610%
Coupeville	
Langley	
Oak Harbor	0.2511550431%
<b>County Total:</b>	<b>0.9331973041%</b>

**Jefferson County**

Jefferson County	0.4417137380%
Port Townsend	
<b>County Total:</b>	<b>0.4417137380%</b>



**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
<b>King County</b>		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	<b>County Total:</b>	<b>26.0505653608%</b>

\*\*\* - Local Government appears in multiple counties B-5

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
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**Kitsap County**

Kitsap County		2.6294133668%
Bainbridge Island		0.1364686014%
Bremerton		0.6193374389%
Port Orchard		0.1009497162%
Poulsbo		0.0773748246%
<b>County Total:</b>		<b>3.5635439479%</b>

**Kittitas County**

Kittitas County		0.3855704683%
Cle Elum		
Ellensburg		0.0955824915%
Kittitas		
Roslyn		
South Cle Elum		
<b>County Total:</b>		<b>0.4811529598%</b>

**Klickitat County**

Klickitat County		0.2211673457%
Bingen		
Goldendale		
White Salmon		
<b>County Total:</b>		<b>0.2211673457%</b>

**Lewis County**

Lewis County		1.0777377479%
Centralia		0.1909990353%
Chehalis		
Morton		
Mossyrock		
Napavine		
Pe Ell		
Toledo		
Vader		
Winlock		
<b>County Total:</b>		<b>1.2687367832%</b>

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
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**Lincoln County**

Lincoln County	0.1712669645%
Almira	
Creston	
Davenport	
Harrington	
Odessa	
Reardan	
Sprague	
Wilbur	
<b>County Total:</b>	<b>0.1712669645%</b>

**Mason County**

Mason County	0.8089918012%
Shelton	0.1239179888%
<b>County Total:</b>	<b>0.9329097900%</b>

**Okanogan County**

Okanogan County	0.6145043345%
Brewster	
Conconully	
Coulee Dam***	
Elmer City	
Nespelem	
Okanogan	
Omak	
Oroville	
Pateros	
Riverside	
Tonasket	
Twisp	
Winthrop	
<b>County Total:</b>	<b>0.6145043345%</b>

**Pacific County**

Pacific County	0.4895416466%
Ilwaco	
Long Beach	
Raymond	
South Bend	
<b>County Total:</b>	<b>0.4895416466%</b>

\*\*\* - Local Government appears in multiple counties B-7

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
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**Pend Oreille County**

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metaline	
Metaline Falls	
Newport	
<b>County Total:</b>	<b>0.2566374940%</b>

**Pierce County**

Pierce County	7.2310164020%
Auburn***	0.0628522112%
Bonney Lake	0.1190773864%
Buckley	
Carbonado	
DuPont	
Eatonville	
Edgewood	0.0048016791%
Enumclaw***	0.0000000000%
Fife	0.1955185481%
Fircrest	
Gig Harbor	0.0859963345%
Lakewood	0.5253640894%
Milton***	
Orting	
Pacific***	
Puyallup	0.3845704814%
Roy	
Ruston	
South Prairie	
Steilacoom	
Sumner	0.1083157569%
Tacoma	3.2816374617%
University Place	0.0353733363%
Wilkeson	
<b>County Total:</b>	<b>12.0345236870%</b>

**San Juan County**

San Juan County	0.2101495171%
Friday Harbor	
<b>County Total:</b>	<b>0.2101495171%</b>

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
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**Skagit County**

Skagit County		1.0526023961%
Anacortes		0.1774962906%
Burlington		0.1146861661%
Concrete		
Hamilton		
La Conner		
Lyman		
Mount Vernon		0.2801063665%
Sedro-Woolley		0.0661146351%
<b>County Total:</b>		<b>1.6910058544%</b>

**Skamania County**

Skamania County		0.1631931925%
North Bonneville		
Stevenson		
<b>County Total:</b>		<b>0.1631931925%</b>

**Snohomish County**

Snohomish County		6.9054415622%
Arlington		0.2620524080%
Bothell***		0.2654558588%
Brier		
Darrington		
Edmonds		0.3058936009%
Everett		1.9258363241%
Gold Bar		
Granite Falls		
Index		
Lake Stevens		0.1385202891%
Lynnwood		0.7704629214%
Marysville		0.3945067827%
Mill Creek		0.1227939546%
Monroe		0.1771621898%
Mountlake Terrace		0.2108935805%
Mukilteo		0.2561790702%
Snohomish		0.0861097964%
Stanwood		
Sultan		
Woodway		
<b>County Total:</b>		<b>11.8213083387%</b>

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
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**Spokane County**

Spokane County		5.5623859292%
Airway Heights		
Cheney		0.1238454349%
Deer Park		
Fairfield		
Latah		
Liberty Lake		0.0389636519%
Medical Lake		
Millwood		
Rockford		
Spangle		
Spokane		3.0872078287%
Spokane Valley		0.0684217500%
Waverly		
<b>County Total:</b>		<b>8.8808245947%</b>

**Stevens County**

Stevens County		0.7479240179%
Chewelah		
Colville		
Kettle Falls		
Marcus		
Northport		
Springdale		
<b>County Total:</b>		<b>0.7479240179%</b>

**Thurston County**

Thurston County		2.3258492094%
Bucoda		
Lacey		0.2348627221%
Olympia		0.6039423385%
Rainier		
Tenino		
Tumwater		0.2065982350%
Yelm		
<b>County Total:</b>		<b>3.3712525050%</b>

**Wahkiakum County**

Wahkiakum County		0.0596582197%
Cathlamet		
<b>County Total:</b>		<b>0.0596582197%</b>

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
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**Walla Walla County**

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
<b>County Total:</b>	<b>0.8684638948%</b>

**Whatcom County**

Whatcom County	1.3452637306%
Bellingham	0.8978614577%
Blaine	
Everson	
Ferndale	0.0646101891%
Lynden	0.0827115612%
Nooksack	
Sumas	
<b>County Total:</b>	<b>2.3904469386%</b>

**Whitman County**

Whitman County	0.2626805837%
Albion	
Colfax	
Colton	
Endicott	
Farmington	
Garfield	
LaCrosse	
Lamont	
Malden	
Oakesdale	
Palouse	
Pullman	0.2214837491%
Rosalia	
St. John	
Tekoa	
Uniontown	
<b>County Total:</b>	<b>0.4841643328%</b>

**EXHIBIT B**

County	Local Government	% Allocation
<b><u>Yakima County</u></b>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	<b>County Total:</b>	2.7192887991%





## CITY COUNCIL AGENDA REPORT

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

**FROM:** Rob Jammerman, Public Works Director  
Anna Carr, Public Works Administrative Assistant

**MEETING DATE:** April 28, 2022

**I. SUBJECT**

License Agreement for Shared Scooter-Only Pilot Program – Bird Rides (Bird Scooters)

**II. ACTION REQUESTED**

Motion requested for the City Council to approve the agreement with Bird Rides and further authorize the Mayor's to sign the agreement.

**III. OVERVIEW**

Bird Scooters are electric motorized scooters used as a low-cost, ride sharing program. The City of Wenatchee was approached 18 months ago by Bird Scooters about bringing a small fleet of motorized scooters to the City for a trial period.

A License Agreement is required to allow the Bird Scooters to use the public right-of-way. The License Agreement was modeled after an agreement that the City of South Lake Tahoe uses.

Public Works Staff and Mr. Michael Covato, a representative from Bird Scooters, have conducted the following outreach:

- June 2021 - Met with the Public Works Committee and determined there was positive interest, but recommended a 2022 launch.
- January 2022 - Hosted discussions with Wenatchee Police Captain, Edgar Reinfeld. This discussion centered on how Bird Scooters handles theft, damage to the scooters, and safety. Captain Reinfeld supported the trial License agreement.
- February 2022 – Hosted a meeting with Wenatchee Downtown Association President, Linda Haglund, and Wenatchee Chamber of Commerce Interim Executive Director, Jerri Barkley. Discussed concerns regarding scooters operating on the sidewalks, speeding and riding on the Apple Capital Loop Trail.
- April 2022 – Presented the Bird Scooter program to the Wenatchee Downtown Association Board and answered their questions about the program.
- April 2022 – Presented the Bird Scooter program to the Wenatchee City Council at their April 21, 2022 Work Session.

Some of the key issues that are covered in the Bird Scooter Lease Agreement:

- Riders must be at least 18 years old and have a valid driver's license to rent and operate.
- Each scooter has GPS technology that can "geo-fence" where a scooter can be operated. As an example, a scooter could be "geo-fenced" from using certain sections of Wenatchee Avenue
- A private, third-party fleet manager will monitor each scooter, pick up and move incorrectly parked scooters, and provide maintenance as needed.
- A 1-year termination clause that sets up the program as a pilot (can also be terminated with 30 days' notice by either party for any reason).

**IV. FISCAL IMPACT**

Bird will pay the City \$.05 for every trip taken on a monthly basis.

**V. PROPOSED PROJECT SCHEDULE**

Launch Spring 2022

**VI. REFERENCE(S)**

1. License Agreement

**VII. ADMINISTRATIVE ROUTING**

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

Agenda Report No. 2022-17

## License Agreement for Shared Scooter-Only Pilot Program – Bird Rides

This License Agreement (“Agreement”) is made this \_\_\_\_\_ of \_\_\_\_\_, 2022, by and between the City of Wenatchee, a municipal corporation of the State of Washington (“City”) and Bird Rides, Inc. (“Bird”) for a shared scooter-only pilot program.

### RECITALS

1. A goal of the City is to provide safe and affordable multi-modal transportation options to all residents, reduce traffic congestion, and maximize carbon free mobility.
2. Sharable micro-mobility devices, such as electric scooters, are a component to help the City achieve its transportation and environmental goals and the City desires to make electric scooter share services available to residents, those who work in the City, and visitors.
3. Bird is a qualified provider of micro-mobility device share and related mobility products and services and proposes to operate an electric scooter share program within the City.
4. Bird will abide by all City ordinances and rules governing the use of public space to efficiently and effectively provide electric scooter share services.
5. Bird possesses GPS, 3G, and self-locking technology in its electric scooter fleet such that electric scooters may be locked and opened by Bird customers with a mobile application tracked to assist operations and maintenance.

### Agreement

1. Use of City Property. City authorizes Bird to use the City right-of-way for the purposes set forth in Section 2 of this agreement. This authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in City Property.
2. Permitted Use. Bird customers may use the City right-of-way solely for parking of electric scooters owned and operated by Bird. Bird shall not place or attach any personal property, fixtures, or structures to City Property without the prior written consent of City.
  - a. Use of the City right-of-way, and Bird's operations within the City, shall, at a minimum:
    - (a) not adversely affect City Property or the City's streets, roadways, bike lanes, or sidewalks;
    - (b) not adversely affect the property of any third parties;
    - (c) not inhibit pedestrian or vehicular movement within the City right-of-way or along other property or rights-of-way owned or controlled by the City and
    - (d) not create conditions which are a threat to public safety and security.

License Agreement for Shared Scooter-Only Pilot Program – Bird Rides – Cont.

Page 2

- b. Upon termination of this Agreement by either party, Bird shall, at its sole cost and expense, remove its property from the public right-of-way within seven (7) days of the date of termination.
  - c. Bird shall not introduce additional mobility devices, other than electric scooters, without first receiving City approval.
3. Electric Scooter Parking.
- a. Electric scooters may be located on the City right-of-way or other public property so long as they do not obstruct or interfere with the public's use of said right-of-way or property.
  - b. Electric scooters shall be parked on a sidewalk or other hard surface, in a manner that would not impede the normal and reasonable pedestrian access on a sidewalk and provides a minimum of three (3) feet of a pedestrian walkway, in compliance with the Americans with Disabilities Act.
  - c. Electric scooters may not be parked in a manner that would impede or obstruct vehicular traffic on a street or alley.
  - d. Electric scooters shall not be parked in a manner on the sidewalk that impedes or obstructs access to the following:
    - 1. ADA parking zones;
    - 2. Street furniture that requires pedestrian access (i.e., benches, parking, bus shelters, etc.)
    - 3. Curb ramps;
    - 4. Entryways; and
    - 5. Driveways.
  - e. Electric scooters shall not be parked on the sidewalk in a manner that impedes or obstructs:
    - 1. Sidewalk cafes or streateries;
    - 2. Transit zones, including bus stops, shelters, passenger waiting areas and bus staging zones, except at existing bicycle racks;
    - 3. Loading zones; and
    - 4. Landscape planting beds or other landscape materials.
  - f. Incorrectly parked electric scooters shall be moved within four (4) hours of notice from the City to Bird between the hours of 7:00am and 8:00pm or within four (4) hours the following day outside of those times. Bird shall provide the name, telephone number, and email address of a person or persons to be available to receive complaints 24 hours a day, 7 days a week.

- g. The City may remove an electric scooter from the City's right-of-way if it creates a hazard that threatens the health, safety and welfare of citizens. In such instances, the City will notify Bird as soon as reasonably practicable thereafter. If the City must remove an electric scooter, Bird shall be charged and agrees to pay a relocation fee of \$35.00. City will supply a photograph of the scooter which documents the hazard posed.
      - h. Bird will work with the City to identify designated parking locations in safe areas, and to explore incorporating no-parking zones within the Bird app as necessary.
- 4. Loss or Damage: City assumes no liability for loss or damage to Bird's electric scooters or other property. Bird agrees that City is not responsible for providing security at any location where Bird's electric scooters are stored or located, and Bird hereby waives any claim against City in the event Bird's electric scooters or other property are lost or damaged.
- 5. Customer Safety: Bird shall include images and texts within the Bird app and website of how to properly ride and park electric scooters, as well as the age limitation (18 years or older) for riding Bird electric scooters. Bird shall require a valid driver's license per electric scooter rented, in order to show compliance with city code and to help prevent use of electric scooters by minors. Bird shall limit the motorized-assisted speed of electric scooters to no more than 15 miles per hour. Bird may coordinate with the City and local partners to encourage and promote helmet usage.
- 6. Maintenance of City Property: Bird agrees to repair, replace, or otherwise restore any City property that is damaged due to Bird's negligence. Should Bird fail to repair, replace, or otherwise restore such City property, Bird agrees to pay the City costs to remedy.
- 7. Fleet Size Limit: Bird shall maintain a fleet of no more than 250 electric scooters. Electric scooters shall be equipped with GPS technology or other installed software in order to track and manage the fleet's operations. Bird may request to increase the fleet limit, which the Mayor may grant based on Bird's performance under this Agreement.
- 8. Term Fees: Bird shall submit a fee of five cents (\$0.05) per trip taken on any Bird electric scooter from the fleet deployed in the City. The per-trip fee shall be invoiced monthly based on data provided by Bird in accordance with Section 12 (Data Sharing), and Bird shall submit payment within 30 days of receipt of the invoice.
- 9. Indemnification.
  - a. Bird will indemnify, defend, and hold harmless the City and its elected or appointed officers, officials, employees, agents and volunteers (collectively, the "Indemnified Parties") from and against any third party liability, actions, claims, demands, costs, losses or damages, including reasonable attorneys' fees (collectively, "Claims"), resulting from or arising out of this Agreement, or which are related to Bird's (including its officers, managers, employees, contractors, agents, licensees, invitees and volunteers) business conduct and operations, any violation of any laws by Bird (including its officers, managers, employees, contractors, agents, licensees, invitees and volunteers) or its customers, or any bodily injury including death or damage to property arising out of or in connection with any use, misuse, placement or mis-placement of any of Bird's electric scooters except as set forth in Section 8(b) hereof.

- b. Bird will not indemnify, defend or hold harmless the City or the City's Indemnified Parties from and against all Claims resulting from or arising out of the sole negligence or willful misconduct of the City or the City's Indemnified Parties, for which Bird shall have no liability hereunder. Bird's indemnification obligations shall survive for a period of three (3) years after expiration of this Agreement.

10. Insurance. Bird shall procure and maintain for the duration of this agreement insurance against claims for which Bird has agreed to indemnify and hold harmless the City pursuant to Section 9 of this Agreement. Each insurance policy shall name the City and its elected or appointed officers, officials, employees, agents, and volunteers as additional insured and it shall be endorsed to state that: (i) Coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to City; (ii) for any covered claims, Bird's insurance coverage shall be primary insurance as respects the City and any insurance or self-insurance maintained by the City shall be in excess of Bird's insurance and shall not contribute with it; (iii) Bird waives all rights of subrogation against City, its elected or appointed officers, officials, employees, agents or volunteers. The insurance required to be provided herein, shall be with insurers possessing an AM Best's rating of no less than A: VII.

- a. Bird shall maintain General Liability limits no less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage, and with an aggregate of no less than Two Million and no/100 Dollars (\$2,000,000.00).
- b. Bird shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its' employees in accordance with the laws of the State of Washington. In addition, Bird shall require each subcontractor to similarly maintain Worker's Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of Washington for all of the subcontractor's employees.
- c. Bird shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Bird arising out of this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

11. Compliance with Law. Bird, at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of City right-of-way and the operation of its electric scooter share program, including but not limited to laws governing operation of electric scooters. If any license, permit, or other governmental authorization is required for Bird's lawful use or occupancy of City right-of-way or any portion thereof, Bird shall procure and maintain such license, permit and/or governmental authorization throughout the term of this Agreement. City shall reasonably cooperate with Bird, at no additional cost to City, such that Bird can properly comply with this Section and be allowed to use City right-of-way as specified in Section 2 above.

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12. Data Sharing. Bird agrees to provide the City, if requested, with access to an Application Programming Interface (API) offering data about its fleet and trip activity within the City, meeting the requirements of the Mobility Data Specification format. All information hosted within the API or retrieved from the API shall be considered a trade secret and proprietary information of Bird. Bird shall include a survey question in the Bird user app which asks whether the user is a City resident or visitor, and shall provide the survey results to the City sixty (60) days prior to the termination date of this Agreement as set forth in Section 14 below and sixty (60) days prior to any annual renewal date of any extended term thereafter.
13. No Joint Venture. Nothing herein contained shall be in any way be construed as expressing or implying that the parties hereto have joined together in any joint venture or partnership or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.
14. Pilot Term. This agreement shall commence on \_\_\_\_\_, 2022 (the "Commencement Date") and shall expire on the date that is one (1) year after the Commencement Date unless earlier terminated pursuant to Section 15, below. At the conclusion of the pilot term, the Agreement may be extended by mutual consent of the parties, subject to any new terms agreed between the parties.
15. Termination. This Agreement may be terminated, by either party, for any reason, or for no reason, prior to the expiration date set forth in Section 15, above, upon delivery of at least thirty (30) days' written notice to the receiving party prior to the intended date of termination.
16. Amendment. This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in writing and executed by duly authorized representatives of the parties.
17. Permits. The City shall notify Bird of any local permits required, if any, of the company for its local operation. Bird shall obtain a City business license prior to commencing the permitted use in Section 2.
18. Inspection of Records. Bird shall keep true and accurate records showing all trip activity and data within the City. The City shall have the right through its representatives, and at reasonable times, including any time during the one-year period following the termination of the Agreement, to view data as it relates to the number of trips taken within the City's limits. If such audit reveals that there was a deficiency in the payment of fees under Section 8 then such deficiency shall become immediately due and payable.
19. Applicable Law and Venue. The laws of the State of Washington shall govern the interpretation and enforcement of this agreement.
20. Assignment. Bird may not assign its rights under this Agreement.
21. Counterparts and Electronic Signatures. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed electronically.
22. Notices. Any notice required to be given in writing by either party pursuant to this Agreement shall be deemed to have been properly given only if (a) sent by the United States Postal Service, certified mail, postage prepaid, or (b) sent by FedEx or other comparable commercial overnight delivery service, and, in the case of any of the foregoing, addressed to the other party at the addresses set forth below or to such other address as Bird or the City may designate to each other from time to

time by written notice. Notices shall be deemed to have been given on the day sent or deposited; provided, however, that any time period for a response or responsive action to such notice shall be measured from the date such notice is actually received (any notice actually received after 5:00 PM at the site of receipt shall be deemed received on the following business day).

(a) If to Bird: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) If to the City: Mayor's office  
City of Wenatchee  
301 Yakima Street  
Wenatchee, WA 98801  
509-888-6200

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*



Date. IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective

**CITY:**

**CITY OF WENATCHEE,**  
a municipal corporation

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

Name: Frank J. Kuntz

Title: Mayor

**BIRD:**

**BIRD RIDES, INC.,**  
a \_\_\_\_\_ corporation

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

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

Title: \_\_\_\_\_



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Charlotte Mitchell, Capital Project Manager  
Parks, Recreation and Cultural Services

**MEETING DATE:** April 28, 2022

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**I. SUBJECT**

Contract bid award for the Kenzie's Landing project to low bidder Olin Excavation.

**II. ACTION REQUESTED**

Motion requested that the City Council authorize the Mayor to sign a contract with Olin Excavation in the amount of \$974,435.70 for the construction of the Kenzie's Landing project.

**III. OVERVIEW**

This project came from the Foothills Trails plan in 2000 which was then adopted into the 2006 Parks, Recreation and Open Space Comprehensive plan. The project was further confirmed in the 2010 Foothills Community Strategy. The goals and objectives of that plan were incorporated into the 2012 Parks, Recreation, and Open Space Comprehensive Plan. Chelan Douglas Land Trust acquired the land in 2012 and then sold it to City of Wenatchee in January 2020.

From December 4, 2019 through January 6, 2020 a Request for Qualifications (RFQ) solicitation was completed to select a consultant to prepare final engineering, project bidding and construction management for the Kenzie's Landing Project. This project is funded through a State grant received in 2019, donations and City funding. Additional information was provided in the grant acceptance agenda report from the October 24, 2019 City Council meeting. Pacific Engineering was selected as the consultant for design and construction management January 15, 2020. The project was supposed to be constructed in 2021, but COVID and other things delayed it until the summer of this year. The delay of one year resulted in more money being spent in design than expected, therefore construction paperwork will be done by Pacific and inspection will be done by parks capital project manager. This means that the project budget for construction management will not need extra funds.

The main elements of this project include: construction of a trailhead with 12 parking spaces, including one ADA parking stall, an electric vehicle charging station, a vault toilet, and picnic shelter.

There were seven bidders, all within a reasonable spread and within range of the engineer’s estimate. Olin Excavation was the lowest bidder at \$974,435.70 with KRCl as second low at \$985,156.75 and Pipkin Construction at third low at \$985,194.22. Staff recommends bid award to low bidder Olin Excavation.

**IV. FISCAL IMPACT**

<b>REVENUES</b>	<b>AMOUNT</b>
Remaining RCO grant funds	\$ 253,394
CDLT funds from RCO grant	\$ 721,544
Transfer from 2022 one time requests*	\$ 91,500
Subtotal of Revenue	\$1,066,438
<b>EXPENSES</b>	
Grant expenses not yet billed	\$35,319
Construction Contract with Olin	\$974,436
Restroom	\$35,000
Remainder of Pacific Eng. Contract	\$11,367
Contingency	\$10,000
Subtotal of Expenses	\$1,066,121

Revenues	\$1,066,438
Expenses	\$1,066,121
<b>Balance</b>	<b>\$317</b>

\*These are \$39,000 from the Washington Sidewalk Project and \$61,500 from the Okanogan Project.

The current project budget is balanced. No additional funds are needed.

**V. PROPOSED PROJECT SCHEDULE**

Construction will start in mid to late May and last until late August.

**VI. REFERENCE(S)**

1. Construction contract with Olin Excavation

**VII. ADMINISTRATIVE ROUTING**

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

## CONTRACT

THIS AGREEMENT, made and entered into this 21 day of April, 2022, between the CITY OF WENATCHEE, a Municipal Corporation of the State of Washington, and Olin Excavation, LLC, hereinafter called the Contractor; WITNESSETH:

That in consideration of the payments, covenants, and agreements hereinafter mentioned and attached and made a part of this agreement to be made and performed by the parties hereto, the parties hereto covenant and agree as follows:

1. The contractor shall do all work and furnish all tools, materials, and equipment for City of Wenatchee Project No. 18-1247 Kenzie's Landing, in the amount of \$974,435.70 (including Washington State Sales Tax) in accordance with and as described in the attached plans and specifications and in full compliance with the terms, conditions, and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if set forth at length, and shall perform any alterations in, or additions to, the work covered by this contract and every part thereof and any force account work which may be ordered as provided in this contract and every part thereof.

The Contractor shall provide and be at the expense of all materials, labor, carriage, tools, implements and conveniences, and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof, except such as mentioned in the specifications to be furnished by the City of Wenatchee.

2. The City of Wenatchee hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The City further agrees to employ the Contractor to perform any alterations or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.
3. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
4. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided for herein.

- Contractor agrees that he shall actively solicit the employment of minority group members. Contractor further agrees that he shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of his compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The contractor shall be required to submit evidence of compliance with this section as part of the bid.

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

ATTEST

CITY OF WENATCHEE  
A Municipal Corporation

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

\_\_\_\_\_  
Frank Kuntz, Mayor

Olin Excavation, LLC  
Contractor

By \_\_\_\_\_

Pnulissha Olin  
Printed Name/Title owner / Administrator



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Steve Dobron, Project Engineer  
Jacob Huylar, Engineering Services Manager  
Public Works Department

**MEETING DATE:** April 28, 2022

---

**I. SUBJECT**

City Project 1911 – South Wenatchee Safety Improvements  
Authorization to Award Construction Contract

**II. ACTION REQUESTED**

Staff recommends that the City Council approve the project budget amendment. Further, staff recommends that, pending WSDOT concurrence, the City Council award the construction contract for South Wenatchee Safety Improvements, City Project No. 1911, to Rudnick & Sons LLC and authorize the Mayor to sign the contract documents.

**III. OVERVIEW**

The city received grant funding through WSDOT’s “Highway Safety Improvement Program” to install curb bulb-outs, new ADA curb ramps, and pavement markings.

The project will install curb ramps at the following intersections:

- Spokane Street and Highland Drive
- Spokane Street and Okanogan Avenue
- Spokane Street and Malaga Avenue
- Cascade Street and Peachey Street
- Cascade Street and Lewis Street

Additionally, the project will construct curb bulb-outs at the intersection of Spokane Street and Okanogan Avenue along with centerline and edge striping on Spokane Street between Kittitas Street and Cascade Street.

The project was designed by city staff from Spring 2020 through Fall 2021 with right-of-way acquisition completed in August 2021. The city received four bids; the low bid came in at approximately 1.1% over the Engineer’s Estimate of \$283,653.

**IV. FISCAL IMPACT**

The original grant award for this project was \$225,000. When the 2022 City Budget was adopted, staff estimated that the project would require \$118,500 in city funds for a total project cost of \$343,500.

At the end of 2021, WSDOT provided an additional \$141,500 in grant funding. Based on the expenses to date and future projections, it is expected that the total project cost will be \$390,550. Based on the supplemental grant funding, the city's contribution to the project is estimated to be \$24,050.

The proposed budget amendment will be presented to the Finance Committee.

**V. PROPOSED PROJECT SCHEDULE**

If awarded, the construction contract includes 30 working days. Notice to Proceed would be given no later than August 1, 2022. Work may begin earlier at the Contractor's option.

**VI. REFERENCES**

1. Bid Tabulation
2. Capital Project Budget Amendment

**VII. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Brad Posenjak, Finance Director  
Rob Jammerman, Public Works Director  
Gary Owen, City Engineer  
Natalie Thresher, Financial Analyst





**City of Wenatchee**  
**Bid Tabulation**  
**South Wenatchee Safety Improvements, CPN 1911**

Item No.	Description	Quantity	Unit	Engineer's Estimate		Rudnick		JM Pacific		ESF Solutions		Hurst	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 10,612.00	\$ 10,612.00	\$ 27,500.00	\$ 27,500.00	\$ 32,000.00	\$ 32,000.00	\$ 14,000.00	\$ 14,000.00
2	Project Temporary Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 42,000.00	\$ 42,000.00	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	\$ 45,000.00	\$ 45,000.00
3	Roadway Surveying	1	LS	\$ 7,600.00	\$ 7,600.00	\$ 12,000.00	\$ 12,000.00	\$ 11,000.00	\$ 11,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,600.00	\$ 4,600.00
4	ADA Features Surveying	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00
5	SPCC Plan	1	LS	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00	\$ 1,100.00	\$ 1,100.00	\$ 1,000.00	\$ 1,000.00	\$ 350.00	\$ 350.00
6	Minor Change	1	EST	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
7	Record Drawings (\$1,000.00 Min.)	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,100.00	\$ 1,100.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
8	Clearing and Grubbing	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 4,050.00	\$ 4,050.00	\$ 15,000.00	\$ 15,000.00	\$ 7,770.00	\$ 7,770.00	\$ 5,700.00	\$ 5,700.00
9	Removal of Structures and Obstructions	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,500.00	\$ 5,500.00	\$ 10,000.00	\$ 10,000.00	\$ 19,690.00	\$ 19,690.00	\$ 3,500.00	\$ 3,500.00
10	Saw Cutting	740	LF	\$ 5.00	\$ 3,700.00	\$ 3.50	\$ 2,590.00	\$ 5.50	\$ 4,070.00	\$ 5.00	\$ 3,700.00	\$ 6.50	\$ 4,810.00
11	Roadway Excavation Incl. Haul	120	CY	\$ 75.00	\$ 9,000.00	\$ 60.00	\$ 7,200.00	\$ 100.00	\$ 12,000.00	\$ 125.00	\$ 15,000.00	\$ 130.00	\$ 15,600.00
12	Crushed Surfacing Base Course	96	TON	\$ 80.00	\$ 7,680.00	\$ 110.00	\$ 10,560.00	\$ 110.00	\$ 10,560.00	\$ 100.00	\$ 9,600.00	\$ 40.00	\$ 3,840.00
13	Crushed Surfacing Top Course	57	TON	\$ 75.00	\$ 4,275.00	\$ 150.00	\$ 8,550.00	\$ 110.00	\$ 6,270.00	\$ 100.00	\$ 5,700.00	\$ 40.00	\$ 2,280.00
14	Streambed Boulder One Man	4	EA	\$ 100.00	\$ 400.00	\$ 500.00	\$ 2,000.00	\$ 660.00	\$ 2,640.00	\$ 300.00	\$ 1,200.00	\$ 275.00	\$ 1,100.00
15	Streambed Boulder Two Man	5	EA	\$ 200.00	\$ 1,000.00	\$ 510.00	\$ 2,550.00	\$ 770.00	\$ 3,850.00	\$ 400.00	\$ 2,000.00	\$ 300.00	\$ 1,500.00
16	Streambed Boulder Three Man	5	EA	\$ 300.00	\$ 1,500.00	\$ 525.00	\$ 2,625.00	\$ 880.00	\$ 4,400.00	\$ 500.00	\$ 2,500.00	\$ 325.00	\$ 1,625.00
17	Commercial HMA	20	TON	\$ 350.00	\$ 7,000.00	\$ 550.00	\$ 11,000.00	\$ 385.00	\$ 7,700.00	\$ 600.00	\$ 12,000.00	\$ 650.00	\$ 13,000.00
18	Catch Basin Type 1	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 2,600.00	\$ 5,200.00	\$ 1,600.00	\$ 3,200.00	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00
19	Adjust Catch Basin	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 530.00	\$ 1,060.00	\$ 715.00	\$ 1,430.00	\$ 1,000.00	\$ 2,000.00	\$ 740.00	\$ 1,480.00
20	Connection to Drainage Structure	2	EA	\$ 500.00	\$ 1,000.00	\$ 1,350.00	\$ 2,700.00	\$ 1,650.00	\$ 3,300.00	\$ 1,000.00	\$ 2,000.00	\$ 850.00	\$ 1,700.00
21	ADA Grate and Frame	5	EA	\$ 500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00	\$ 880.00	\$ 4,400.00	\$ 500.00	\$ 2,500.00	\$ 2,000.00	\$ 10,000.00
22	Adjust Valve Box	3	EA	\$ 500.00	\$ 1,500.00	\$ 400.00	\$ 1,200.00	\$ 440.00	\$ 1,320.00	\$ 1,000.00	\$ 3,000.00	\$ 400.00	\$ 1,200.00
23	Adjust Water Meter Chamber	4	EA	\$ 750.00	\$ 3,000.00	\$ 400.00	\$ 1,600.00	\$ 715.00	\$ 2,860.00	\$ 1,000.00	\$ 4,000.00	\$ 585.00	\$ 2,340.00
24	Unknown Utility Repair	1	EST	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
25	Inlet Protection	8	EA	\$ 100.00	\$ 800.00	\$ 72.00	\$ 576.00	\$ 140.00	\$ 1,120.00	\$ 100.00	\$ 800.00	\$ 100.00	\$ 800.00
26	Landscape Restoration	1	EST	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
27	Cement Conc. Traffic Curb & Gutter	260	LF	\$ 100.00	\$ 26,000.00	\$ 51.00	\$ 13,260.00	\$ 110.00	\$ 28,600.00	\$ 130.00	\$ 33,800.00	\$ 78.00	\$ 20,280.00
28	Cement Conc. Traffic Curb	244	LF	\$ 100.00	\$ 24,400.00	\$ 48.00	\$ 11,712.00	\$ 100.00	\$ 24,400.00	\$ 130.00	\$ 31,720.00	\$ 82.00	\$ 20,008.00
29	Cement Conc. Pedestrian Curb	317	LF	\$ 50.00	\$ 15,850.00	\$ 40.00	\$ 12,680.00	\$ 80.00	\$ 25,360.00	\$ 90.00	\$ 28,530.00	\$ 82.00	\$ 25,994.00
30	Cement Conc. Sidewalk	177	SY	\$ 100.00	\$ 17,700.00	\$ 80.00	\$ 14,160.00	\$ 140.00	\$ 24,780.00	\$ 105.00	\$ 18,585.00	\$ 290.00	\$ 51,330.00
31	Cement Conc. Curb Ramp Type Parallel	85	SY	\$ 350.00	\$ 29,750.00	\$ 260.00	\$ 22,100.00	\$ 185.00	\$ 15,725.00	\$ 450.00	\$ 38,250.00	\$ 890.00	\$ 75,650.00
32	Cement Conc. Curb Ramp Type Perpendicular	17	SY	\$ 350.00	\$ 5,950.00	\$ 314.00	\$ 5,338.00	\$ 185.00	\$ 3,145.00	\$ 420.00	\$ 7,140.00	\$ 950.00	\$ 16,150.00
33	Cement Conc. Curb Ramp Type Single Direction	10	SY	\$ 350.00	\$ 3,500.00	\$ 347.40	\$ 3,474.00	\$ 185.00	\$ 1,850.00	\$ 400.00	\$ 4,000.00	\$ 900.00	\$ 9,000.00
34	Quarry Spalls	12	TON	\$ 100.00	\$ 1,200.00	\$ 136.00	\$ 1,632.00	\$ 85.00	\$ 1,020.00	\$ 169.00	\$ 2,028.00	\$ 540.00	\$ 6,480.00
35	Permanent Signing	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 10,952.00	\$ 10,952.00	\$ 5,500.00	\$ 5,500.00	\$ 3,500.00	\$ 3,500.00	\$ 5,200.00	\$ 5,200.00
36	Plastic Line	2,199	LF	\$ 6.00	\$ 13,194.00	\$ 7.00	\$ 15,393.00	\$ 7.50	\$ 16,492.50	\$ 5.00	\$ 10,995.00	\$ 7.40	\$ 16,272.60
37	Plastic Crosswalk Line	595	SF	\$ 12.00	\$ 7,140.00	\$ 21.00	\$ 12,495.00	\$ 17.50	\$ 10,412.50	\$ 18.00	\$ 10,710.00	\$ 16.85	\$ 10,025.75
38	Plastic Stop Line	135	LF	\$ 10.00	\$ 1,350.00	\$ 16.00	\$ 2,160.00	\$ 31.75	\$ 4,286.25	\$ 12.00	\$ 1,620.00	\$ 32.00	\$ 4,320.00
39	Removing Plastic Line	108	LF	\$ 8.00	\$ 864.00	\$ 10.00	\$ 1,080.00	\$ 8.50	\$ 918.00	\$ 8.00	\$ 864.00	\$ 8.00	\$ 864.00
40	Removing Plastic Crosswalk Line	80	SF	\$ 10.00	\$ 800.00	\$ 11.00	\$ 880.00	\$ 8.50	\$ 680.00	\$ 10.00	\$ 800.00	\$ 8.50	\$ 680.00
				<b>Total</b>	<b>\$283,653.00</b>	<b>Total</b>	<b>\$286,889.00</b>	<b>Total</b>	<b>\$345,989.25</b>	<b>Total</b>	<b>\$369,002.00</b>	<b>Total</b>	<b>\$420,179.35</b>





## Capital Project Budget

Date: April 21, 2022 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>	\$343,500	<b>Total City Funding:</b>	\$24,050
<b>Budget Amendment:</b>	\$47,050	<b>Other Funding:</b>	\$366,500

**Project Notes:**

The "Original Budget" is based on the adopted 2022 City Budget. This budget amendment adjusts expenditures to current estimates and revises the project revenues to account for supplemental grant funding from WSDOT.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	60,000	3,000	62,100	900			63,000
Right of Way Acquisition	5,000	(200)	4,800				4,800
Construction Contract	255,000	35,000		290,000			290,000
Construction Engineering	23,000	9,500		32,500			32,500
Art Fund	500	(250)		250			250
<b>Total Project Expenditures</b>	<b>343,500</b>	<b>47,050</b>	<b>66,900</b>	<b>323,650</b>			<b>390,550</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	109 - Arterial Streets	118,500	(94,450)	12,900	11,150			24,050
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
	Federal (HSIP 2018)	225,000	141,500	54,000	312,500			366,500
<b>Total Project Revenues</b>		<b>343,500</b>	<b>47,050</b>	<b>66,900</b>	<b>323,650</b>			<b>390,550</b>

Approved by City Council: \_\_\_\_\_ Date \_\_\_\_\_



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Aaron Kelly, Operations Manager  
Public Works Department

**MEETING DATE:** April 28, 2021

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I. **SUBJECT**

Parkside Place Renovation Project consultant agreement

II. **ACTION REQUESTED**

Staff recommends that the City Council authorize the Mayor to negotiate and sign a Professional Services Agreement with Forsgren Associates Inc. for the Parkside Place Renovation Project No. 2206.

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.

Parkside Place is serving as a resource for housing and behavioral health treatment. The City pursued and awarded grant funding from the Department of Commerce to make repairs and resolve maintenance issues throughout the site.

The project addresses a long list of 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.

**SUMMARY OF THIS REQUEST**

From March 17<sup>th</sup> through April 8<sup>th</sup>, 2022 a request for qualification (RFQ) solicitation was prepared to obtain submittals from firms potentially interested in engineering, project bidding, and construction management of the project. The RFQ was distributed to firms through the Small Works Roster. Two Submittals were received qualified firm by the deadline. An Evaluation committee comprised of American Behavioral Health Systems, Parks Recreation and Cultural Services Director, Public Works Operations Manager, Public Works Facilities Manager and Public Works Financial Analyst reviewed the submittals based on qualifications. From this process, Forsgren Associates Inc. was recommended for selection to complete the project.

**IV. FISCAL IMPACT**

BEHAVIORAL HEALTH FACILITIES PROGRAM GRANT \$2M

**V. PROJECT SCHEDULE**

With this approval, we hope to have the consultant on board so they may prepare bid documents and cost estimates this summer with construction starting this fall.

**PRELIMINARY SCHEDULE**

City Council Award Engineering Contract	April 28, 2022
Facility tour and inspection	May - TBD
Bid Documents & Cost Estimate Complete	July 8, 2022
Project Construction Bid	August 10, 2022
Construction Bid Deadline	August 18, 2022
Construction Bid Award	August 25, 2022
Project Construction Complete	April 30, 2023

**VI. REFERENCE(S)**

1. Parkside Place RFQ
2. Forsgren Associates Inc. Submittal
3. Capital Project Budget

**VII. ADMINISTRATIVE ROUTING**

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



**City of Wenatchee**  
**Request for Qualifications**  
**City of Wenatchee**  
**Parkside Place Renovation Project**  
**Project 2206**

The City of Wenatchee is requesting proposals for professional consultant services to complete design engineering, bidding, and construction management services for the City of Wenatchee Parkside Place Renovation Project.

**I. DESCRIPTION/BACKGROUND**

The Parkside Place property located at 1230 Monitor was deeded to the City of Wenatchee in 2009 with a vision by the users for a crisis rehab and transitional facility. Currently occupied by American Behavior Health Systems and Women's Resource Center. The building is 39,202sf and property is 2.81 acres. The facility was originally built in 1955, has gone through multiple additions and remodels over the past 65 years. The most recent remodel was completed in 2018.

This project will assess and implement repairs to the southern half of the facility addressing deficiencies in the roof, parking areas, surface water drainage and landscaping. The project will also address areas of the building's exterior including facia, stucco siding, and entry rocked surface. Landscaping will address irrigation, surface water drainage, retaining wall, concrete walkways and patios. Other interior assessments and improvements may include HVAC systems, lighting, floor coverings and attic ventilation.

The purpose of this *Request for Qualifications* is to obtain professional consultant services from qualified firms to complete the assessments, design engineering, bidding and construction management services to implement the project. The City is soliciting statements of qualifications from firms or individuals interested in conducting the tasks generally listed in the Scope of Work below. Qualified firms or individuals should have experience in completing engineering, bidding and construction management of public facility projects and particularly projects funded with State grants.

To provide funding for the project, the City applied for, and received a State of Washington Department of Commerce Grant. No additional funding will be provided by the City.

**II. PRELIMINARY SCOPE OF WORK (SOW)**

The preliminary project Scope of Work generally includes the following, albeit additional tasks may be identified during contract development:

*Phase 1 (Design Engineering and Bidding Services)*

*Scoping and Coordination Meeting(s)* – This task includes meeting with City staff and tenants on or off site to discuss goals and objectives, schedules, deliverables, level of detail, planning concepts and evaluation procedures. The consultant shall propose project coordination meetings as considered necessary to complete the work.

*Architectural and Design Engineering* –The consultant will be required to provide all architectural, mechanical, and engineering design and related services necessary and to

prepare plans and take the project through to completion. This includes: preparation of construction plans and specifications and preparation of bid documents.

*Permitting* – The consultant shall develop plans and specifications with information to allow the contractor to obtain all permits required to complete the construction of the project.

*Bidding Services* – The consultant shall prepare construction documents using standard city documents and processes to accompany the plans and specifications. The consultant will advertise for bids, answer bidder questions, review and tabulate bids, and provide a recommendation of award to the apparent low bidder.

#### *Phase 2 (Construction Services)*

*Construction Management* – The consultant shall provide all construction management services necessary and required for the procurement and oversight of contractors, inspection, supervision, management, coordination and administration of the project, so that the required construction work is properly executed, completed within budget and in a timely fashion, conforms to the requirements of the construction documents and to good construction practice. The consultant will be required to provide such services from project commencement through substantial completion, final acceptance, and project close-out. The consultant will review payment requests and work closely with the city for processing payments and addressing change orders as necessary.

*As-built Documents and Reports* - The consultant shall provide as-built drawings upon completion of construction. The consultant shall also provide all materials documentation including O&M manuals if any. The City will provide these to the State as required.

### **III. Submittal Requirements**

#### **General**

The statement of qualifications shall be in the format described below and each page shall be identified with the project name, proposer's name, and page number.

#### **Cover Letter**

The statement of qualifications shall include a cover letter, not exceeding two pages in length, which summarizes the key points.

#### **Demonstrated Experience, Schedule & Budget**

The statement of qualifications shall list previous work experience that demonstrates the ability to complete design engineering and construction management services of public facility projects. At a minimum, the following information should be included, as appropriate:

- The name and experience of the Project Manager and Project staff.
- A list of sub-consultants and their experience related to the scope of work, if sub-consultants are to be utilized.
- The company's philosophy and strategies used to ensure projects are completed on schedule and within budget.



- Any particular aspects of the organization that, by way of background, experience, unique qualifications, or other basis, sets your company or team apart from the competition in its ability to accomplish this particular project.
- A proposed outline of tasks.
- Minimum of two examples of similar projects completed by the firm with references and contact information.

Staff may contact the references to gain additional information on the firm's performance.

#### IV. SUBMITTAL LOCATION & DEADLINE

##### Submittal Location

Interested consulting firms or individuals shall email their completed submittal to:  
[akelly@wenatcheewa.gov](mailto:akelly@wenatcheewa.gov)

Questions regarding this RFQ should be directed to Aaron Kelly at 509-888-3290 or [akelly@wenatcheewa.gov](mailto:akelly@wenatcheewa.gov) Any questions will be made available to all known RFQ holders.

##### Submittal Due Date

The submittal shall include "Parkside Place Renovation Project" in the email subject line. All submittals are to be electronic (PDF format) and are not to exceed 10 pages. Submittals must be received no later than **2:00 P.M., Friday, April 8, 2022**. No submittal or supplemental information will be considered after this time.

#### VI. PRELIMINARY SCHEDULE

Request for Qualifications	March 17, 2022
Submittal Deadline	April 8, 2022
City to Complete Review	April 15, 2022
City Council Award Engineering Contract	April 28, 2022
Facility tour and inspection	May - TBD
Bid Documents & Cost Estimate Complete	July 8, 2022
Project Construction Bid	August 10, 2022
Construction Bid Deadline	August 18, 2022
Construction Bid Award	August 25, 2022
Project Construction Complete	April 30, 2023

#### VII. SELECTION CRITERIA

Submittals will be evaluated by City staff members, based on the submittal requirements as listed below:

- Firm background and summary of similar previous experience
- The company's philosophy and strategies used to ensure projects are completed on schedule and within budget.
- Background, experience, or unique qualifications that demonstrates the ability to accomplish this particular project.
- The proposed outline of tasks.
- Related experience examples with reference contact information.

The City anticipates selecting a consultant from the qualification submissions, though the City may choose to conduct interviews.

### **VIII. TERMS AND CONDITIONS**

- The City of Wenatchee reserves the right to reject any and all proposals, as well as to waive minor irregularities in any proposal.
- The City of Wenatchee reserves the right to request clarification of information submitted and request additional information from the proposing firm(s).
- The City of Wenatchee reserves the right to award any contract to the next most qualified firm if the selected firm does not execute the contract within thirty (30) days after the final selection.
- The contract resulting from acceptance of qualifications by the City of Wenatchee shall be in a form supplied by the City of Wenatchee, and shall reflect the specifications in this RFQ.
- The city reserves the right to reject any proposed agreement or contract that does not conform to the specifications outlined in this RFQ and which is not approved by the City of Wenatchee City Attorney.
- The successful firm will be required to provide a certificate of insurance conforming to requirements of the agreement prior to beginning any work under the contract.
- Under Washington State law, the documents (including, but not limited to, written printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings, or reproductions thereof) submitted in response to this RFQ becomes a public record upon submission to the City, subject to mandatory disclosure upon request, unless the documents are exempted from public disclosure by a specific provision of the law.
- The City of Wenatchee shall not be responsible for any costs incurred by the firm in preparing, submitting, or presenting its qualifications to the City of Wenatchee.
- Consultants will be held to ADA and Civil Rights language for the City of Wenatchee.

### **IX. TITLE VI ASSURANCES**

The City of Wenatchee, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as define at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

### **X. CONTRACT**

The City intends to contract with the selected firm using the City's Standard Consultant Agreement. The final agreement will incorporate the agreed upon scope of work, responsibilities, deliverables and schedule. Contract award will be authorized by the Wenatchee City Council.



**XI. GENERAL COMMENTS**

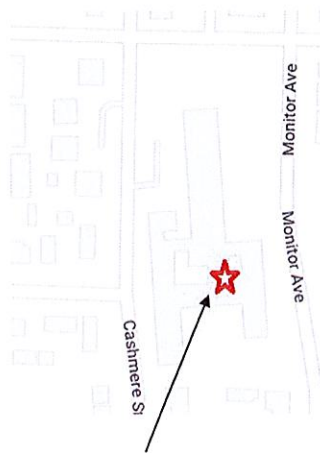
Any cost incurred by the respondents in preparing and submitting a response or making an oral presentation shall be the respondents' sole responsibility.

All responses, inquiries or correspondence relating to this request will become the property of the City of Wenatchee.

**Exhibit A – Project Site:**

**Project Location**

Parkside Place  
1230 Monitor Ave, Wenatchee, Washington



**Project Location**









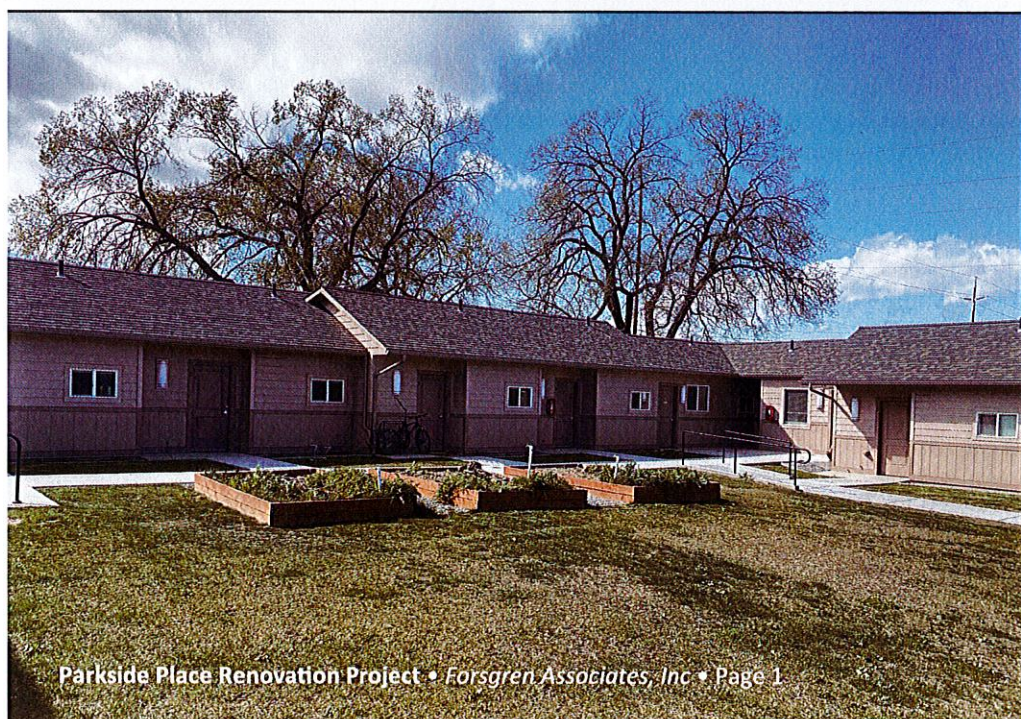
City of Wenatchee • Request for Qualifications • City Project 2206

# PARKSIDE PLACE RENOVATION PROJECT

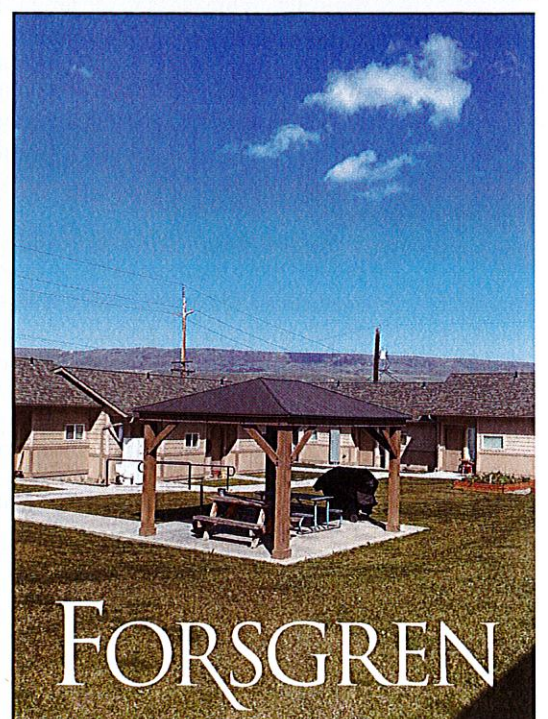
Submitted by: **Forsgren Associates, Inc.**

Teaming with: **Forte Architects, Inc.**

April 8, 2022



Parkside Place Renovation Project • Forsgren Associates, Inc • Page 1



**FORSGREN**





April 8, 2022

Aaron Kelly  
City of Wenatchee  
Public Works Operations Manager  
129 South Chelan Avenue  
Wenatchee, Washington, 98801  
akelly@wenatcheewa.gov

**Re: Parkside Place Renovation Project • Request for Qualifications**

Dear Mr. Kelly,

Upon receiving the RFQ for the Parkside Place Renovation Project, I immediately realized this was a project we needed to pursue. While teamed with Forte Architects, we've done a significant amount of work on this site over the past five years. This includes the Parkside Adult Treatment & Crisis Stabilization Center Remodel and construction of the Parkside Adult Housing Project—with units in the original building and two new structures at the north end of the site.

Our team members have been involved with the facility since the City acquired it in 2009. Forte performed various studies that assessed how several different groups might be able to utilize the facility. It was finally decided that North Central Washington Behavioral Health would occupy 3/4 of the building, the remaining by the Women's Resource Center of North Central Washington. The first remodeling effort was undertaken by Forte in 2015. On this present project, Forsgren will be teaming with Forte once again.

Due to this experience, we are not only familiar with the building and site improvements in general, but many of the deficiencies as well expressed in the RFQ. Of course, that is the main reason for this current project. A few years ago, Forsgren did a pavement study of both the south and east parking lots. We took nine core samples and determined the existing asphalt and aggregate base thicknesses. Thus, we know which portions of those parking lots should be rebuilt. We are also familiar with the site's drainage issues. There are many areas that result in standing water following a rainstorm or snow runoff. There are also areas of curb, gutter, sidewalks, and patios that are deteriorating and should be replaced. As part of the Parkside Adult Housing project, we had to consider the drainage on the west side of the original building as some of its roof area and ground runoff were conveyed to a drywell at the north end of the property. That drywell was too close to the proposed improvements, so it was abandoned and the water coming to it routed to the City's storm water system in Marr Street.

We are aware of the leaning retaining wall along the west property line. As it is no more than three feet tall, we suspect that either the foundation was inadequate or the drainage behind the wall wasn't properly addressed—or both. The fix will be to remove it, rebuild it (we'd propose use of a more traditional retaining wall material), and make sure the soil behind it is well drained.

Given the accelerating cost of construction and the difficulties in maintaining construction schedules, this project will require more attention to those issues than has been necessary in the past. The supply chain issues alone can affect schedules and cost and needs to be addressed up-front. We have developed many creative ways of addressing these issues on our recent projects. For instance, on one project we helped the contractor locate a storage area so the project material could be ordered early (saving cost and time) and then be available when it was needed in the spring.

Our team has design-build (DB) and general contractor/construction manager (GC/CM) project experience which helps us in the following areas on traditional delivery projects like this one:

- Gives us a better understanding of the construction process than is possessed by most design professionals.
- Makes us more effective in setting schedules and maintaining them through the life of the project.

## FORSGREN

- We can better reach out to contractors during the design phase to make our design more effective up-front. This helps minimize unnecessary revisions to the construction documents after bidding.
- Since our construction documents tend to be tighter and well thought through, bids typically don't have as much fluff in them—the range of bids tends to be tighter.
- We understand contractors and how to get the most from them during construction.

Forsgren has a former contractor on staff who is a great resource during the design phase, giving us valuable contractor input during design. That provides some of the advantages of DB and GC/CM while using a traditional design-bid-build approach.

Our team members have worked on many projects together and are thus able to produce well-coordinated and efficient designs. We also have long standing relationships with the City building officials and the site development review team members. We also know what the City prefers to see in its design documents.

We are excited about this project and believe we will be an excellent pick for the City given our professional experience, experience on the Parkside site, and great working relationship with City staff.

Sincerely,



David McCarthy, PE, DBIA

Division Manager / Project Manager

cc: file

attachments





## **PROJECT UNDERSTANDING**

Parkside Place is made up of three City of Wenatchee parcels (222015700125, 222015110050, and 222015110025). The site covers approximately 2.81 acres, has a primary building that houses the American Behavior Health Systems (ABHS) and Women's Resource Center (WRC). Prior to ABHS, North Central Washington Behavioral Health was the tenant. There are two additional structures at the north end of the site that provide studio style apartments for the WRC. The address of the primary facility is 1230 Monitor Avenue, Wenatchee, WA 98801. The property is flanked by Monitor Avenue to the east, Cashmere Street to the west, and Marr Street to the north.

The original building was constructed in 1955 and eventually acquired by the City in 2009. The most recent improvements were largely completed in 2018. This present project intends to provide needed improvements to the main building that include roof, facia, siding, and entrance improvements. It also will include repairs/improvements to a retaining wall (west side of the primary building), pavement areas, sidewalks, patios, drainage, landscaping, and irrigation for the site in general, especially the southern half of the property.

The City has obtained grant monies from the Washington State Department of Commerce for these repairs/improvements and is looking to hire a consultant that can assist in identifying the scope of needed improvements, a determination of the probably cost of them, a prioritization of the work effort, preparation of construction plans and specifications, bidding assistance, oversight of the construction phase of the project, project close out, and warranty review prior to the end of the warranty period.

One significant challenge of this project will be determining accurate construction costs throughout the design effort. Such costs have fluctuated greatly of late and can be affected by availability of material and contractor workload. The time of year the project is bid can affect cost as well. In addition to accurate cost data, use of spreadsheet-based cost models will be important. We will provide a cost model that can track and update costs regularly and assist in prioritization of proposed improvements.

## **DEMONSTRATED EXPERIENCE, SCHEDULE & BUDGET**

Forsgren has assembled a team with excellent site and building remodeling experience. Our team has also performed numerous past projects on the Parkside facilities and grounds.

### **Project Staff / Sub-Consultants**

#### ***Project Manager and Site Improvement Lead: David McCarthy, PE, DBIA | Forsgren***

David McCarthy is a division manager for Forsgren and has 43 years of professional experience in both the private and public sectors. As a former county engineer, he understands the needs of public agencies and how to effectively work with them. He is a registered professional engineer in eight western states, including Washington, and has expertise in design-build methodologies and has designed and managed building and site renovation projects as well as new construction. This has included several site evaluation and improvement projects for the Parkside facility. This included the Parkside Adult Treatment & Crisis Stabilization Center and the Parkside Adult Housing project. Both projects involved design of pavement, sidewalks, ADA access, stormwater collection and treatment, and general architectural support design. He oversaw the pavement evaluation effort in the south and east parking lots, identifying which portions of those pavements were substandard in terms of subbase and overall asphalt thickness. Due to budget constraints, those improvements were deferred to a later time. He oversaw the stormwater runoff assessment for those same parking areas and the design of a new drywell in the southeast corner of the site. There is also a drywell in the southwest corner of the site for which he performed preliminary assessment. As part of the Parkside Adult Housing project, his team designed the water, fire, sewer, and stormwater systems that served the site. The sidewalks, ADA routes, and general grading were also addressed. David will manage the overall project as well as the engineering effort for all site improvements. Please see his resume below for more information.

#### ***Architectural Assessment and Design Lead: Kristofer Larsen, AIA, NCARB | Forte Architects***

Kristofer Larsen is a partner with Forte Architects and will be the point person for building improvements from the face of the structure in. This will include coordination of the mechanical, electrical, plumbing, and structural engineering components of the project. Kristofer has 15 years of professional experience on projects throughout the country and internationally. He worked on both the Women's Resource Center of North Central Washington project and the North





Central Washington Behavioral Health center projects, both on the Parkside Place site. See his resume later in this document for more information.

***Mechanical/Plumbing Engineering: Lee Bogard, PE | Bogard Pascua Engineers***

Lee Bogard has 35 years of professional experience and is a principal and project manager with Bogard Pascua Engineers, PS. He will oversee design of all the mechanical and plumbing related elements of the project. He is registered in five states, including Washington, and is a graduate of Washington State University. He has expertise in HVAC, plumbing, refrigeration, cost estimating, value engineering, ELCCA studies, commissioning, facility surveys, constructability reviews, and construction administration. Lee is a LEED 2.0 Accredited Professional. Here is a link to his website: <https://www.bogardpascua.com/copy-of-about>.

***Electrical Engineering: Michael Case, PE | Case Engineering***

Michael Case is the founder and lead engineer for Case Engineering which he established in 2004. He has 30 years of experience and is a registered electrical engineer in eight states including Washington. Michael has a BS Degree in Electrical Engineering from Washington State University. He has proficiency in design of power, lighting, and low voltage systems for municipal and civic facilities, schools, police and fire stations, biotech labs, and commercial/retail facilities. He has extensive experience working for cities, counties, and other public agencies. He will be the lead electrical engineer on the project and will address any electrical related issues encountered on the project. Here is a link to his website: <http://www.caseeng.com/team.html>.

***Structural Engineering: Eric Dann, PE | BLT Engineering***

Eric Dann is a principal of BLT Engineering. He has 30 years of professional experience as a structural engineer and has a degree in Architectural Engineering from California Polytechnic State University and a master's degree in Civil Engineering from Stanford University. He has professional registrations in five states including Washington. He will oversee any structural engineering related needs on the project. Here is a link to his website: <https://www.btleng.net/meet-the-team/>.

## **Schedule/Budget Control**

For any project, schedule and budget impact each other. Implementation of a well-constructed but compact schedule will typically reduce fees spent on the design phase of a project.

- A tight schedule is dependent upon a well thought out plan for the project, established milestones and the commitment of team members to provide their part of the project input when promised. The proposed design schedule in the RFQ is tight which also helps limit the design budget from expanding.
- Team meetings need to focus on getting answers in a timely manner without wasting time that could be spent on the project.
- Having answers to various project components as early as possible is important to maintaining the schedule. Where appropriate and possible, providing some schedule slake actually helps keep the project on schedule. Schedule also needs to include owner/agency review time, which in part is dependent upon how complete the package is that has been submitted for review.
- The construction schedule is especially important and given present realities, anticipating where material delays may occur and how to make provision for them is necessary. Any delay of the project will likely cause an increase in construction costs, especially regarding materials. Now, more than ever, the owner/design team need to work with the contractor to come up with creative ways to keep the project on schedule.
- This project requires a fixed schedule as the terms of the grant require all work to be completed by the Spring of 2023. Some of the work can be done at any time of the year, some restricted to the more temperate months. Thus, the design documents need to be prepared with this in mind so that the contractor can move forward efficiently. It will also be important to determine what parts of the facility can be temporarily closed during construction, and which need to be kept open. All of this will affect the construction schedule.
- As indicated above, one of the greatest challenges will be to anticipate what the construction costs will be as they have been growing significantly over the last year especially. This will necessitate a way to get input from contractors without jeopardizing their ability to bid on the project.





- Due to the limited budget and tight schedule, we will propose the use of customized spreadsheets by which we can quickly estimate the cost of a particular repair even before it is fully designed. This way, we can work with facility staff to determine which improvements should be included in the bid package and create a prioritized list of the improvements. We can then prepare a package that allows the contractor to give lumpsum prices for each given task and then a selection can be made by the City as to which are to be included in the final construction contract. This is a variation of the bid-alternative approach.

### **The Special Attributes of the Team for This Project**

- The two key team members are local: Forsgren has been part of the Wenatchee community for 44 years, Forte Architects was established here in 2006. Our two firms have done many projects together and have a great working relationship.
- Forsgren and Forte are very familiar with the Parkside facility having worked on two major projects there over the last five years as well as projects going back to when the City acquired the property.
- Pavement rehabilitation of some of the parking lots is expected to be part of the project. Forsgren cored nine different pavement samples, six within the east parking lot, three in the south parking lot. We found that the asphalt thickness varied between 2.52 in. and 4.68 in and the aggregate base course varied between 1.2 and 4.68 ins. The main problem is inadequate base. We know which parts of the parking lot should be reconstructed.
- We have a very good understanding of stormwater on the site, having done an analysis of the runoff at the south, east, north ends of the property and portions of the west side. We've noted failing concrete and are aware of some drainage issues throughout the site.
- David McCarthy is recognized as a design-build professional by the Design Build Institute of America (DBIA). Not only does he have design experience but has excellent experience working with contractors, both during design and construction. When a designer better understands the construction process, the design is typically improved as well.
- Forsgren has a former contractor on staff who can provide input during the design process in terms of costs, constructability, schedule, etc. This allows us to obtain some of the advantages of a DB or GC/CM design approach while using a conventional contract. He can also review the construction documents prior to bidding, looking for any inconsistencies or omissions that a contractor might take advantage of in the form of change orders.

### **Outline of Tasks**

Once awarded the project, the following general tasks are anticipated:

- Develop a project directory that includes the design team, local staff, and City support staff. Define roles and responsibilities as well as how decisions are to be made.
- Walk the site and discuss with staff various deficiencies and document them.
- Develop a schedule with key milestones along with responsibilities and when team members must have various tasks completed and submitted to other team members.
- Refine the scope of work and budget and finalize with City staff. Include a discussion with the Department of Commerce (DOC) to verify the documents they will need from the team, and when. Determine with the City the submittal process for their review and approval and how to best streamline the effort.
- Develop a spreadsheet model that can be used for all proposed tasks which includes unit costs, quantities, contractor profit/mark-up, contingency, sales tax, etc. Create a document that summarizes and ranks these construction tasks. Work with the construction staff to come up with the unit costs.
- Periodic meetings with key stakeholders on the project to review schedule, budget, and construction cost budgets. Assist City/facility staff in making reports and submittals to the DOC.
- Agree on the final list of repairs/improvements that are to be bid.
- Create a bid package that allows the contractor to provide costs for specific tasks that can be selected like a shopping list. Include construction schedule requirements.



## FORSGREN

- Advertise project, receive bids, and perform a bid evaluation. Given the priority of the tasks and the amounts bid for them, the best proposal in terms of the project needs and resources can be determined. Assist the City in awarding the contract.
- Work with contractor on developing a schedule and cash flow expectations. Determine which tasks must be done at certain times within the construction season. Review any materials scheduling issues and assess any options that may be undertaken to keep the project within budget and schedule.
- Hold periodic meetings (at times weekly) with the contractor and any appropriate team members. This will continue throughout the project. Include facility staff to review construction tasks in advance and how impacts on the facility, staff, and patients/residents can be minimized. It will be important to schedule these tasks well in advance to make this as seamless as possible.
- Rather than waiting to the end of the project, have initial punch list efforts for each discrete, completed task. Then there will be one final walk through and punch list.
- We recommend facility maintenance personnel participate in some of the design discussions as they may have important insights on design from a maintenance standpoint.
- Any maintenance manuals that will apply to the project are to be collected and provide training of staff as required.
- Review warranties with City staff and contractor. Determine when all warranties will be expiring and schedule an inspection of those items an appropriate timeframe before the warranty expires.
- Finalize as-built documents provided by the contractor. Finalize paperwork with DOC.
- Later, and as needed, assist the City during the warranty walk-through with the contractor, making sure any warranty work is accomplished and is satisfactory.

### Examples of Similar Projects

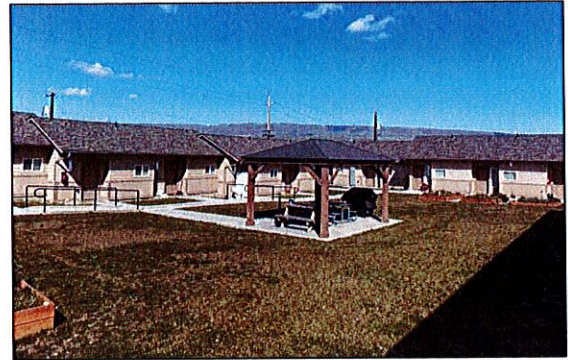
***Parkside Adult Treatment & Crisis Stabilization Center.*** North Central Washington Behavioral Health. 1230 Monitor St., Wenatchee, WA. *Summary:* Adaptive reuse of former assisted care and skilled nursing facility to house the residential inpatient services, crisis stabilization and mental health treatment services. The facility is 30,000 sf and included a building remodel and outdoor improvements. Initial funding didn't allow the completion of for outdoor space and parking as originally planned. *Contract: Tamara Burns, (509) 886-6318.*





# FORSGREN

**Parkside Adult Housing.** Women’s Resource Center of North Central WA. 1230 Monitor St., Wenatchee, WA. *Summary:* This project provided housing for the chronically homeless. The project had two phases. Phase one created 16 studio units within the existing facility. The second phase resulted in 22 new studio units with a laundry room, shared common areas, and a courtyard for outdoor gatherings at the north end of the site. Key goals of the project included accessibility, security, affordability, and the creation of safe and nurturing spaces. The design concept was intended to compliment and blend with the scale and feel of the surrounding residential neighborhood. *Contact: Scooter Harter, (509) 662-0121.*



**Okanogan Behavioral Health Care.** Okanogan Behavioral Health Care (OBHC) recognized the need that mentally ill or chemically dependent, low-income individuals in their area had for emergency housing and independent living units. The *Supportive Therapeutic Housing Project* helps to ensure that these individuals are not institutionalized in treatment centers and jails due to the lack of these facilities. Funding for this much-needed housing will be through the State of Washington Housing Trust Fund, USDA, and private grants. The project provides 20 beds of emergency housing, located in 10 dormitory-style rooms. Shared shower rooms, a commercial kitchen, dining area, and community living area serve these residents. Nine independent living units have small kitchenettes and private bathrooms. All residents can receive counseling and services through the existing OBHC facility, located on a neighboring site. *Contact: Roger Bauer, (509) 826-8408.*



## Team Experience with Washington State Department of Commerce Grant Management

Our team has worked on 13 different projects in the last few years that has required interaction with the Department of Commerce and their management of various grants. We have one such project currently underway.

## Forsgren and Forte Firm Information

**Forsgren Associates, Inc. Summary:** The firm was first established in 1962 and has grown to 14 offices in nine states. The firm specializes in civil, environmental, water resources, transportation, major structural, water/wastewater treatment, code compliance services, construction management, and survey. The firm acts as municipal or county engineer for 21 different entities. The Wenatchee office was opened in 1978. The company works for both the public and private sectors. Here is a link to Forsgren’s website: <https://www.forsgren.com/>.

**Forte Architects, Inc. Summary:** Forte was founded in 2006 in Wenatchee. It is a full-service architectural firm offering a range of architecture, planning, and interior design services, including initial programming, schematic design, design development, construction documents, bidding assistance, and construction contract administration. In addition, they offer educational specification (Ed Specs) preparation, coordination with Washington State SPI, interior design services, as-built drawing production, LEED accreditation assistance, and assistance with preparation of bond materials. Here is a link to Forte’s website: <https://www.fortearchitects.com/home>.





## David J. McCarthy, PE, DBIA

Started Career: 1979 • Joined Forsgren Associates: 2013

<b>Education</b>	BSCE, Civil Engineering, University of Washington BS, Psychology, University of Washington
<b>Registrations</b>	Registered Civil Engineer: Washington #50284; Arizona #21702; Alaska #C-11303; Colorado #38684; Nevada #16938; Oregon #93274PE; Texas #102686; Utah #6458141-2202; Registered NCEES #25054
<b>Summary</b>	David has some 42 years of civil design and management experience. Projects have included site development, infrastructure, drainage, roadway, public works, and program management. He is registered with NCEES as a Model Law Engineer. David has extensive experience in alternative delivery methods including design-build, GC/CM, integrated project delivery, lean construction, and public private partnerships. He is recognized as a design build professional by Design Build Institute of America. He has been able to incorporate this experience into traditional design projects through improved quality, enhanced constructability, and tighter schedules. Having been on assignments across the United States and abroad, he has been exposed to various design solutions that can at times be useful in unusual local situations. David is a former county engineer and thus understands the technical and political needs of government agencies and how to best work with regulators and approval authorities. His projects have ranged in construction cost from several thousand dollars to one-half billion dollars.
<b>Selected Experience</b>	<p><b>Parkside Adult Treatment &amp; Crisis Stabilization Center, Wenatchee, Washington.</b> Site improvements and new construction.</p> <p><b>Parkside Adult Housing, Wenatchee, Washington.</b> Site updates and new improvements.</p> <p><b>Brewster K-6 Modernization and Addition, Brewster Washington:</b> Remodel and expansion.</p> <p><b>Lincoln Elementary School, Wenatchee, Washington:</b> Remodel and expansion</p> <p><b>Douglas County Area 1 Shop Site and Structure Improvements, East Wenatchee, Washington:</b> Remodel and site and building expansion.</p> <p><b>Riverside Water System Improvements, Riverside, Washington:</b> Complete updating of the entire town's water system.</p> <p><b>Moses Lake Port Authority WWTP Expansion, Moses Lake, Washington:</b> Updating and expansion of an existing wastewater treatment plant.</p> <p><b>Riverside Community Center, Riverside, Washington:</b> New master plan for proposed facility.</p> <p><b>SRP, Project Engineering Building Evaluation, Phoenix, Arizona:</b> Evaluation of an existing building for updates and expansion. Building is 350,000 SF.</p> <p><b>The Mayo Clinic, Scottsdale, Arizona:</b> Extensive site updates to the existing clinic facilities.</p> <p><b>San Luis Port of Entry, US/Mexico Border, Arizona:</b> <i>Department of Homeland Security</i>; Site and building upgrades.</p> <p><b>Verizon Media (Yahoo) Server Farm Site Improvements, Quincy, Washington:</b> Site drainage evaluation and upgrades plus wayfinding signage for delivery trucks.</p> <p><b>Leavenworth Haus Apartment Homes, Leavenworth, Washington:</b> New 200-unit complex.</p> <p><b>Barbados Federal Prison, Island of Barbados, West Indies:</b> Remodel and new construction of 1,250 bed prison facility.</p> <p><b>Moshannon Valley Correctional Facility, Clearfield County, Pennsylvania:</b> New 1,300 bed prison.</p> <p><b>Actapio Data Center, East Wenatchee, Washington:</b> Site development for 100,000 SF building.</p> <p><b>Weidner Apartment Homes, Sunnyslope, Wenatchee, Washington:</b> Two phase development for 406 apartments on 17.6 acres.</p> <p><b>John M. Roll United States Courthouse, Yuma, Arizona:</b> Site development for 57,000 SF federal courthouse.</p>



# Kristofer Larsen

Principal Architect, AIA, NCARB



O: 509 293 5566  
C: 509 670 8387



kristofer@fortearchitects.com



www.fortearchitects.com



240 N Wenatchee Ave  
Wenatchee, WA 98801



Master's of Architecture  
University of Utah  
Graduate School of Architecture  
& Urban Planning

## PROFESSIONAL PROFILE

Kristofer Larsen is a WA State licensed architect with over 15 years of experience in the field. He previously worked at 3form, Inc in Salt Lake City working on large scale architectural thermoformed glass and resin installations around the world. Notable projects included work at: Lincoln Center in New York, Art Gallery of Alberta, San Francisco Bus Shelter canopies, and Vancouver Int'l Airport Link. Since moving to Wenatchee and joining Forte in 2012 he has developed a broad portfolio of projects such as Stemilt Growers Headquarters, Parkside mental health facilities, and Pioneer Middle School Modernizations to name a few. Kristofer and his wife Cate Straub have a busy 6-year-old, and enjoy the area's many outdoor opportunities including Nordic, downhill and backcountry skiing, snowshoeing, road and mountain biking, and hiking. Kris is now a Partner with Forte Architects as of May, 2020.

## RELEVANT EXPERIENCE

### Chelan County PUD

- Hawley Street Feasibility Study was undertaken to provide the PUD with a 5 year short term upgrade plan and longer term goal setting within the framework of the larger HQ relocation project.
- Rocky Reach Dam Canopy Extension and Fish Window Upgrades Study and Drawings
- Head Quarters Facility Restroom Updates
- Maintenance Facility walkthroughs and feasibility discussion

### Chelan Douglas Community Action Council

- Mill Pond Warehouse Expansion plans study and renderings.
- Lineage Building Head Quarters feasibility plans study and renderings.
- Sunset Ridge Capital Needs Assessment
- Crescent Village Capital Needs Assessment

### Pacific Aerospace & Electronic Electrolytic Plating Laboratory

- Identification of space needs and design for the new plating lab at PA&E

### Wenatchee School District

- Pioneer Middle School Modernization and Grand Stands Remodel

### Mountain Meadows Assisted Living Various Building Upgrades

- Report Fire & Life Safety evaluation of corridors & openings & interior finishes modernization
- Patio and Storm Drainage Improvement Plans for an existing facility

### North Central Washington Behavioral Health

Parkside Adult Treatment & Crisis Stabilization. Modernization of an existing former nursing home facility into a 32 bed facility including detention level fixtures, security, and access requirements.

### Women's Resource Center of North Central Washington

Permanent Supportive Housing creating 20 beds for chronically homeless individuals.

### Stemilt Headquarters

Concrete fruit warehouses adapted and transformed into a state-of-the-art office facility.

### Confluence Health - Various Modernization Projects

Mares Clinic Phlebotomy Redesign & Remodel  
Brewster Clinic Expansion  
Behavior Health Dept. Feasibility Study  
Ophthalmology Department Remodel and Expansion  
Haugh Building, Dermatology, Allergy and Podiatry Department Remodel  
Eye & Ear Clinic of Wenatchee Upgrade Studies





## 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.

Project Lead:	Aaron Kelly	Start Year:	2022
Assigned Department:	Public Works/Facilities	End Year:	2023
Original Project Budget:	\$2,000,000	Total City Funding:	\$0
Budget Amendment:		Other Funding:	\$2,000,000

**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: \_\_\_\_\_ 11/18/2021

Date





## CITY COUNCIL AGENDA REPORT

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

**FROM:** Elisa Schafer, Facilities Manager  
Public Works Department

**MEETING DATE:** April 28, 2022

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**I. SUBJECT**

Second Addendum/Amendment Agreement to the Pinnacles Prep Lease

**II. ACTION REQUESTED**

Staff recommends that the City Council approve the Second Addendum/Amendment to the Long-term Facility Lease with Pinnacles Prep and authorize the Mayor to sign the agreement.

**III. OVERVIEW**

In January 2021, the City and Pinnacles Prep entered into a long-term facility lease for the City property located at 504 S. Chelan Ave. The initial term outlined was six (6) years.

Recently, the City accepted a Department of Commerce (DOC) grant in the amount of \$2.5 million for the renovation of this leased property for the purpose of supporting innovative educational opportunities for local students and provide wrap-around services and extracurricular programming for the neighborhood and surrounding community. The DOC grant contract requires that the facility be held and used for the above stated purposes for a period of ten (10) years.

This second lease addendum/amendment will align the Pinnacles Prep lease to the terms of the DOC grant contract.

**IV. FISCAL IMPACT**

**V. PROPOSED PROJECT SCHEDULE**

Initial lease term would be extended to twelve (12) years, starting in 2021 and ending in 2033.

**VI. REFERENCE(S)**

Department of Commerce Grant No. 22-96634-022 Contract

**VII. ADMINISTRATIVE ROUTING**

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

**LONG-TERM FACILITY LEASE**  
**SECOND ADDENDUM/AMENDMENT AGREEMENT**

In connection with that certain Long-Term Facility Lease between the City of Wenatchee (“City”) and Pinnacles Prep Charter School (“Pinnacles”) dated April 15, 2020 including addenda thereto (collectively "Lease"), covering the long-term lease of property located at 504 South Chelan Avenue, Wenatchee, Chelan County, Washington, and legally described as follows:

See Exhibit "A", which is attached hereto and incorporated herein by this reference.

WHEREAS, the City of Wenatchee received a \$2,500,000 Community Capital Facilities Grant (“Grant”) to make improvements to the Community Center leased to Pinnacles Prep Charter School; and

WHEREAS, the terms of the Grant require that the property be used for community uses for at least ten (10) years and was awarded based upon, among other things, the Property’s use as a school; and

WHEREAS, the City and Pinnacles worked together to obtain the grant as a mutually beneficial source of funds for the improvements; and

WHEREAS, the initial term of the Lease was six (6) years commencing January 1, 2021 which is less than the ten (10) year period required by the grant for use of the improvements paid for by the Grant; and

WHEREAS, the City and Pinnacles desire to amend the lease extending the initial term to cover the Grant’s required period of use and to protect the City from any re-payment obligations in the Grant, as well as authorizing the City to make the planned improvements.

NOW, THEREFORE, it is agreed between the City and Pinnacles that the Lease shall be modified as follows:

4.1 Term of Lease. The initial term of this Lease shall commence on the 1<sup>st</sup> day of January, 2021 and continue for a period of twelve (12) years (the “Initial Term”) thereafter. Pinnacles may exercise an option to renew the lease for a period of twenty-four (24) years.

4.2 Capital Improvements.

The City is authorized to make the improvements authorized by the Grant, and Pinnacles agrees to cooperate with City in making the improvements including, but not limited to, the construction and renovation of new instructional spaces and campus entrance as well as additional instruction space and the construction and furnishing of a commercial kitchen, cafeteria and lab. The work will be a City project administered by the City.

All other terms and conditions of the Lease shall remain unchanged.

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DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

LESSOR:

CITY OF WENATCHEE

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By: Frank J. Kuntz, Mayor

LESSEE:

PINNACLES PREP CHARTER  
SCHOOL

---

By: Rick Wray, Board Chair



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Elisa Schafer, Facilities Manager  
Public Works Department

**MEETING DATE:** April 28, 2022

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**I. SUBJECT**

Professional Service Agreement between the City of Wenatchee and The DOH Associates for City Project No. 2112 – Pinnacles Prep Charter School Phase 1.5A

**II. ACTION REQUESTED**

Staff recommends that the City Council approve the Professional Service Agreement with DOH Associates and authorize the Mayor's signature for City Project No. 2112 – Pinnacles Prep Charter School, Phase 1.5A.

**III. OVERVIEW**

The City recently entered into a Department of Commerce grant contract for \$2.5 million for the construction and renovation of new instructional spaces, a new campus entrance, as well as the construction and furnishing of a commercial kitchen, cafeteria, and a Makerspace.

In November 2021, a selection committee evaluated three (3) consultant firm's qualifications and selected The DOH Associates as the preferred design consultant to provide the architectural and engineering services for the renovation of Phase 1.5A of the grant alternations/additions scope.

**IV. FISCAL IMPACT**

Total compensation shall not exceed \$119,795, plus reimbursable expenses which will be reimbursed through the terms of the DOC grant.

**V. PROPOSED PROJECT SCHEDULE**

Design services began in December 2021 and are scheduled to be completed no later than June 30, 2023.

**VI. REFERENCE(S)**

Department of Commerce Grant No. 22-96634-022 Contract

**VII. ADMINISTRATIVE ROUTING**

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



## **PROFESSIONAL SERVICES AGREEMENT**

Pinnacles Prep Charter School/Community Center Facility  
Improvements – Project No. 2112

The City of Wenatchee, Washington, a municipal corporation ("City") and **The DOH Associates**, whose address is 7 N. Wenatchee Avenue, Suite 500, Wenatchee, WA 98801 ("Consultant"), agree and contract as follows:

### **I. SERVICES BY CONSULTANT**

- A. The Consultant agrees to perform the services described in **Attachment A** to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

### **II. COMPENSATION**

- A. The total compensation for the Design Phase to be paid to Consultant for completion of these services shall not exceed **\$119,795, plus reimbursable expenses**, as detailed in **Attachment A**.

Additional Services, including construction administration shall be billed hourly, plus reimbursable expenses. Additional Services are estimated at \$58,000, as detailed in Attachment A.

- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

### **III. TERMINATION OF AGREEMENT**

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall

be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

#### **IV. OWNERSHIP OF WORK PRODUCT**

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, software, logic, and systems developed under this Agreement are the property of the Consultant, and may be used as the consultant sees fit, including the right to revise or publish the same without limitation.

#### **V. GENERAL ADMINISTRATION AND MANAGEMENT**

The Facilities Manager for the City of Wenatchee shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

#### **VI. COMPLETION DATE**

The completion date for the Consultant's performance of the services specified in Section I shall be not later than June 30, 2023.

Consultant will diligently proceed with the services contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

#### **VII. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

#### **VIII. NONDISCRIMINATION**

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based

upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

#### **IX. HOLD HARMLESS/INDEMNIFICATION**

To the greatest extent allowed by law the Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

#### **X. LIABILITY INSURANCE COVERAGE**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

##### **A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services.

**F. Failure to Maintain Insurance**

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**G. City Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE**

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Wenatchee business license or otherwise comply with Wenatchee Municipal Code.

**XII. FUTURE SUPPORT**

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

**XIII. INDEPENDENT CONTRACTOR**

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

**XIV. EXTENT OF AGREEMENT/MODIFICATION**

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

**XV. ADDITIONAL WORK**

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

**XVI. VENUE, APPLICABLE LAW AND JURISDICTION**

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 shall be initiated in the Chelan County Superior Court of the State of Washington. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Chelan County Superior Court of the State of Washington.

**XVII. DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by agreement between Consultant and the City shall be referred for determination to the City's Mayor, whose decision in the matter shall be final and binding on the parties of this agreement, provided, however, that if an action is brought challenging the Mayor's decision, that decision shall be subject to de novo judicial review.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF WENATCHEE:

By: 

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

Date: 4/19/22

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





January 5, 2022

**City of Wenatchee**

Public Works Department  
P.O. Box 519  
Wenatchee, WA 98807-0519

**Subject: Pinnacles Prep Phases 1.5A  
and ~~1.5B~~ A/E Proposal**

Attention: Elisa Schafer  
Facilities Manager

Ladies / Gentlemen:

We appreciate the opportunity to continue assisting Pinnacles Prep Charter Public School with facility alterations and additions to accommodate its phased growth plan.

In an attempt to meet Pinnacles Prep's desired schedule for this project, we have proceeded with schematic sketches, cost estimating, scheduling and related activities.

Our A/E fee proposal for Phases 1.5A and 1.5B of this project is enclosed.

PHASE 1.5B NOT  
TO BE INCLUDED  
AS PART OF THIS  
PSA

Details of this project remain to be determined. For purposes of providing a fee budget for both phases at this time, we asked our consultants to approximate fees based on the information we have now. As scope of the project is clarified or changes, it may be necessary to amend fees.

I've included a scope of work and an Owner - Consultant Agreement for your review and signature. Please review the documents and let me know if you have any questions. If you approve, please sign the Agreement and return a signed copy to our office.

Sincerely,  
**THE DOH ASSOCIATES, PS**

Paul R. Coppock  
President

cc: R. Wray, PPPCS

enclosure

**Phases 1.5A and 1.5B**  
Pinnacles Prep Charter Public School

## SCOPE OF SERVICES

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### Understanding of the Project

Phase 1.5A of the Project consists of subdividing the Heritage Center large space (previous church sanctuary) into three acoustically separated classrooms. This will include construction of new structural floor system to expand the current “loft” classroom, installation of new walls, an operable partition system, glass relites, acoustical treatment and necessary HVAC and electrical work to satisfy applicable codes and provide student comfort. In addition, the existing enclosed ramp linking the Heritage Center with the Rectory will be enlarged and reconstructed to provide a new main entrance and reception area. A list provided to us on December 8, 2021, enclosed, also includes various sitework and additional items.

Pinnacles Prep’s design consultant, Fielding International, provided a concept presentation for the Heritage Center layout. Plan and section sketches of a slightly modified version of the plan have been submitted to Pinnacles Prep for review.

Phase 1.5B of the Project consists of the following:

1. Move modular building from existing location to adjacent the Community Commons building. Install foundation, deck/ramp system, utility services, and related site modifications.
2. Modify Community Commons to install a commercial kitchen and demonstration/teaching area.
3. Construct a new building to house the Makerspace and a classroom.
4. Revise site utilization concept to include the above and submit revised plan for Conditional Use Permit amendment.

### Responsibilities of Individual A/E Teams

Pinnacles Prep previously retained Fielding International, a specialty design firm, to lead the initial Pre-Design/Programming Phase and the Schematic Design Phase. For this proposal, it has been assumed Fielding will have no further involvement in Phases 1.5A or 1.5B.

### Services

#### Codes and Regulations

Research critical applicable regulations that may impact the project including ADA requirements, the current International Building Codes, and the Washington State Energy Code.

#### Schematic Design

In addition to any refinement of as-built information as needed, DOH will prepare statements of probable costs for the selected schematic design scheme developed by Fielding International.

Documents shall include: as-built floor plans of the existing facility in AutoCAD, and a Statement of Probable Cost.

**Phases 1.5A and 1.5B**

Pinnacles Prep Charter Public School

Conditional Use and SEPA Application

The DOH Associates will prepare a revised site plan drawing for submission to the City of Wenatchee for an amendment to the Conditional Use Permit. Additional information that may be needed from specialty consultants, such as traffic analysis and geo-hazards reports, are not included and will be added as additional services if needed.

Design Development

This phase will be developed from the approved Schematic Design Drawings and Statement of Probable Costs. DOH will begin converting design drawings to AutoCAD for future publishing in two-dimensional drawing format. Design Development will include updated layouts for spaces, interior elevations and ceiling plans, lighting concepts and layouts, and proposals for mechanical and electrical system changes.

Documents shall include at a minimum: Outline Specifications, Floor Plan, Interior Elevations, Ceiling Plans, Lighting and Electrical plans, and a Statement of Probable Cost.

Construction Documents

Specifications and drawings with dimensional information and information as required by code and as necessary to obtain a building permit and bid the project. The drawings and specifications are to describe in technical detail the construction contract work to be done such as materials, equipment, workmanship, and finishes for architectural, structural, and performance related requirements for mechanical and electrical systems, including any related site work, utility connections, and special equipment.

At a minimum the set will include: Vicinity Map, Demolition Plan, Floor Plan, Reflected Ceiling Plan, Interior Elevations, Door Schedule, HVAC Plan, Plumbing Plan, Power/Data Plan, Lighting Plan, and Details deemed necessary for permitting purposes, such as seismic bracing at ceilings, etc. A construction level cost estimate will be prepared prior to bid.

Bid/Negotiation

Assist in soliciting bids for the project and distributing bid documents electronically to potential bidders, answer questions during bid and issue addenda as necessary. Participate in the bid opening, assist in the preparation of a Contract and conduct a Pre-Construction meeting.

**Additional Services**

Additional services will be billed hourly and include the following work items:

Construction Administration

Proposed as an Additional Service, DOH will assist in assembling bids or proposals from contractors and preparation of an Owner/Contractor agreement; Review shop drawing submittals, products, pay applications and the preparation of changes during construction; Provide on-site observation and attend contractor meetings on a weekly basis; Conduct final inspection, assist with releases from Contractor, Surety, and Washington State.

**Phases 1.5A and 1.5B****Pinnacles Prep Charter Public School**

DOH shall assist the Owner in the administration of the Contract from the date of the Contractor's Notice to Proceed to 45 days after the date scheduled as substantial completion in the bid documents.

DOH will review properly prepared, timely requests by the Contractor for additional information about the Contract Documents which have first been submitted to the Owner. If deemed appropriate, DOH will prepare, and return to the Owner supplement drawings or specifications in response to the request for information by the Contractor.

DOH will review and approve or take other appropriate action upon the Contractor's submittals as forwarded by the Owner, such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. DOH's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the DOH, of any construction means, methods, techniques, sequences or procedures. DOH's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

DOH will prepare Change Orders, Field Orders and Construction Change Directives at the Owner's request for execution in accordance with the Contract Documents. Changes in the work which are beyond the original scope of the project will be billed as Additional Services. DOH will make approximately 6 site visits over the course of the work at intervals deemed appropriate by the Owner. DOH will report any known deviations from the Contract Documents, however DOH will not be responsible for the Contractor's failure to perform the work. DOH shall conduct an inspection of the project at the dates of Substantial Completion and Final Completion. The inspection shall be conducted with the Owner's representative to check conformance of the Work with the requirements of the Contract documents. DOH will provide a list of items requiring correction.

#### Electrical Permit Application

As-builts of existing electrical distribution (feeder sizes) by a licensed electrician.

Metering of the existing electrical panels and submittals to Washington State Labor and Industries for electrical review.

#### SEPA and Conditional Use Permitting.

#### Special Inspection and Testing

**Phases 1.5A and 1.5B**  
Pinnacles Prep Charter Public School

### Owner Provided Information

The Owner shall provide additional information required for preparation of the project. Including the following:

Site Survey

### Schedule

Refer to the enclosed schedule.

### Exclusions

The following items are excluded from the proposal:

Specialty consulting, including civil engineering, food service consultant, and traffic consultant.

Site and geotechnical surveys.

Heat loss calculations/life cycle cost analysis

Furnishing and equipment selection/documents.

3D renderings

Permit fees.

Printed bid documents.

### A/E Fees - Budget

#### Phase 1.5A

The DOH Associates, PS (Architectural): \$69,690

Pacific Engineering & Design, PLLC (Structural): \$16,500

TJG Consulting (Mechanical): \$7,950

KWA Consulting (Electrical): \$10,450

SSA Acoustics, LLP (Acoustical): \$7,150

Consultant Contingency \$7,260

**PROPOSED PHASE 1.5A DESIGN NOT TO EXCEED FEE**

**\$119,795**

Additional Services, hourly:

Construction Administration, estimated \$35,000

Electrical Permit, estimated \$8,000

Special Inspection and Testing, estimated \$7,500

SEPA/CUP, estimated \$2,500

Reimbursable Expenses, estimated (excl. fees) \$5,000

**Phases 1.5A and 1.5B**  
Pinnacles Prep Charter Public School

**SUB-TOTAL PROBABLE PHASE 1.5 A FEE** **\$58,000**

Contingency General A/E Contingency 10% **\$17,800**

***PROBABLE A/E FEES ALL TASKS*** ***\$195,595***

**Phase 1.5B**

The DOH Associates, PS (Architectural): \$78,890

Pacific Engineering & Design, PLLC (Structural): \$16,500

TJG Consulting (Mechanical): \$8,745

KWA Consulting (Electrical): \$10,450

SSA Acoustics, LLP (Acoustical): \$7,150

Consultant Contingency **\$9,900**

**PROPOSED PHASE 1.5B DESIGN NOT TO EXCEED FEE** **\$131,635**

Additional Services, hourly:

Construction Administration, estimated \$56,0005

Electrical Permit, estimated \$8,000

Special Inspection and Testing, estimated \$7,500

Reimbursable Expenses, estimated (excl. fees) **\$5,000**

**SUB-TOTAL PROBABLE PHASE 1.5B FEE** **\$76,500**

Contingency General A/E Contingency 10% **\$17,700**

***PROBABLE A/E FEES ALL TASKS*** ***\$225,835***

**Phases 1.5A and 1.5B**  
Pinnacles Prep Charter Public School

**HOURLY RATE SCHEDULE**

December, 2022

<u>TIME CLASSIFICATION BY PERSONNEL</u>	<u>CODE</u>	<u>RATE</u>
Clerical or Apprentice Draftsman	1	70.00/hr
Draftsman/Designer/Technician	2	88.00/hr
Staff Architect/Designer/Planner	3	100.00/hr
Project Architect or Planner	4	115.00/hr
Principal	5	135.00/hr

Any of the above personnel rates may involve several and diverse activities, such as Design, Field Inspection, Research, Conferences, etc. Rates are based on a multiple of the average salaries of personnel classifications, and an operational structure that endeavors to utilize each person at his optimum effectiveness.

**OUTSIDE CONSULTANT'S TIME** (Structural, Mechanical, or Electrical Engineers, etc.) is charged at Consultant's cost to The DOH Associates, plus 10% taxes and overhead factor.

**TRAVEL TIME** beyond a 25 mile radius from Wenatchee is charged at the reduced rate(s) of Code 3 for Principals, Code 2 for Project Architects, and Code 1 for all other personnel. Travel time within the 25 mile radius is charged at the full rate.

**REIMBURSABLE EXPENSES:** The following expenses, when incurred by the Architect or his consultant in service to the client, are charged to the client:

- a) Long distance telephone expense and Travel beyond a 25 mile radius from Wenatchee. Mileage billed at the current Federal rate per mile.
- b) Expense of standard form documents, reproductions, postage and handling of Drawings, Specifications, documents and other instruments of service.
- c) Outside expense of data processing, reprographic and photographic production techniques.
- d) Cost of renderings, models and mock-ups requested or authorized by the Owner.
- e) Fees paid for securing approval of authorities having jurisdiction over the Project.
- f) Expense of additional insurance coverage, or limits, including Professional Liability Insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's (sub) consultants.

Reimbursable expenses, except Item a) travel and Item b) in-house reproductions, are charged a 10% taxes and overhead factor.



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Jenni Rayson, PW Customer Service/Permit Specialist

**MEETING DATE:** April 28, 2022

---

**I. SUBJECT**

Resolution to establish date and time for public hearing on a Petition for Street Vacation.

**II. ACTION REQUESTED**

Establish a date and time to conduct the public hearing. Staff recommends the City Council pass Resolution No. 2022-16.

**III. OVERVIEW**

This resolution is to set the date and time for a public hearing on a Petition to Vacate a portion of Public Right-of-way located between SR285 and Park Street and East of Mission St. as shown on the map. The adjacent land owner filed a "Petition to Vacate" with the City of Wenatchee on January 24, 2022 and updated that application on February 8<sup>th</sup>, 2022 to include additional information and details.

**IV. FISCAL IMPACT**

The City determined the value of the vacated land from an appraisal performed by WSDOT for an adjoining parcel south of the alley, which valued the land at \$3.88 per square feet. The vacated alley has been assigned a value of \$11,830.00.

**V. PROPOSED PROJECT SCHEDULE**

Propose to hold Public Hearing on May 26<sup>th</sup>, 2022 for this "Petition to Vacate" a portion of a street.

**VI. REFERENCE(S)**

1. Resolution 2022-16
2. Petition to Vacate w/deeds for verification
3. Map of proposed area to vacate
4. Legal description of area to vacate

**VII. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Rob Jammerman, Public Works Director  
Gary Owen, City Engineer  
Anna Carr, Public Works Administrative Assistant



# PETITION TO VACATE

Date \_\_\_\_\_

The undersigned Property Owners, representing more than two-thirds of the private property abutting the following described Street/Alley situated in the City of Wenatchee, namely;

hereby a petition that said **Street / Alley** be vacated, and that the City Council fix a time when this Petition shall be heard and determined. It is understood that the City of Wenatchee reserves the perpetual right and easement to maintain, operate, replace, repair, and install sewer lines, water lines, gas lines, and other public utilities and services, without paying any compensation therefore to Petitioners or owners of said vacated area.

### SIGNATURE

### PROPERTY DESCRIPTION

Husband/Owner

Wife/Owner

Lot      Block      Subdivision

Gary E. Noyes      Sheree L. Noyes

6-9      16      Columbia Bridge Add.

Address unassigned TPN: 222011519625

Gary E. Noyes, See Exhibit A

Gary E. Noyes      Sheree L. Noyes

A      \_\_\_\_\_      BLA 2013-111WE

Address 931 S. Mission TPN: 222011519624

Gary E. and Sheree L. Noyes, See Exhibit B

Gary E. Noyes      Sheree L. Noyes

B      \_\_\_\_\_      BLA 2013-111-WE

Address 223 Park Street TPN: 222011519636

G and S Holdings, LLC, See Exhibit C

\_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Please attach additional sheets if needed.)

### CERTIFICATE

We certify that the persons whose signatures appear above are the owners of more than two-thirds of the property described.

\_\_\_\_\_  
Title Company

By \_\_\_\_\_

CITY CLERK'S OFFICE:

Received on \_\_\_\_\_ Date/Time By \_\_\_\_\_

AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES  
DEPARTMENT OF TRANSPORTATION  
P.O. BOX 47338  
OLYMPIA, WA 98504-7338

194411  
REAL ESTATE EXCISE TAX  
EXEMPT  
Chelan County Treasurer  
David E. Griffiths, CPA  
12/13/2021 *SLM*

Document Title: Quitclaim Deed  
Reference Number of Related Document: N/A  
Grantor: State of Washington, Department of Transportation  
Grantee: City of Wenatchee, a municipal corporation  
Legal Description: Ptn. Gov't Lot 7, Sec 11, T 22 N, R 20E, W.M.  
Additional Legal Description is on Page 1 & 2 of document  
Assessor's Tax Parcel Number: 22 20 11 519 618 and 22 20 11 519 620 ✓

*3126246*

QUITCLAIM DEED

SR 285, W. END OF THE GEORGE SELLAR BRIDGE TO FERRY ST. VIC.

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of THRITY SEVEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$37,200.00), hereby conveys and quitclaims unto CITY OF WENATCHEE, a municipal corporation, Grantee, all right, title, and interest in and to the following described real property situated in Chelan County, State of Washington:


Those portions of Lots 6, 7, 8, and 9, Block 16 of COLUMBIA BRIDGE ADDITION TO WENATCHEE, according to the plat thereof recorded in Volume 2 of Plats, Page 9, records of Chelan County, Washington, situate in Government Lot 7, Section 11, Township 22 North, Range 20 East, Willamette Meridian, in said county;

TOGETHER with those portions of vacated alleys of said Block 16 that would attach thereto by Ordinance Number 2677, recorded June 15, 1987, in Book 877, Page 1500, under recording number 8706150017, and Ordinance Number 2801, recorded November 30, 1989, in Book 921, Page 1319, under recording number 8912220039, records of said county;

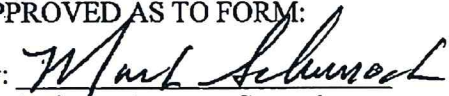
The lands herein described are not required for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.063.

Dated at Olympia, Washington, this 21 day of November, 2021.

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION -  
GRANTOR

  
\_\_\_\_\_  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Assistant Attorney General

REVIEWED AS TO FORM - CITY OF WENATCHEE - GRANTEE:

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

Return Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

194455  
REAL ESTATE EXCISE TAX  
EXEMPT  
Chelan County Treasurer  
David E. Griffiths, CPA  
12/13/2021 *SLM*

**STATUTORY WARRANTY DEED**

*31263de*

Reference numbers of related documents: n/a

Grantors:  
1. CITY OF WENATCHEE

Grantees:  
1. NOYES, Gary

Legal Description:  
1. A ptn of Lots 6, 7, 8 and 9, Blk 16, Columbia Bridge Addition to Wenatchee, Chelan County, Washington  
2. Additional legal description is on pages 1-2 of document

Assessor's Property Tax Parcel Number(s): 22 20 11 519 618 and 22 20 11 519 620

*Chelan County GIS Site TPN 22201159625*

THE GRANTOR, City of Wenatchee, a municipal corporation, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, conveys and warrants to Gary Noyes, as his separate estate, the following described real estate, situated in the County of Chelan, State of Washington (the "subject property"):

That portion of Lots 6, 7, 8 and 9, Block 16, Columbia Bridge Addition to Wenatchee, Chelan County, Washington, according to the Plat thereof recorded in Volume 2, of Plats, page 9 and that portion of the alleys in said Block 16 vacated by City of Wenatchee Board of Commissioners by Ordinance No. 2677 recorded June 15, 1987 under Auditor's File No. 8706150017 which would attach by operation of law,  
Beginning at the Northwest corner of Lot 6;  
thence North 10°01'11" West a distance of 10.00 feet to the center of said vacated alley;  
thence North 79°58'49' East along center line of said vacated alley a distance of 5.84 feet;



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

TOGETHER WITH all appurtenances belonging thereto.

SUBJECT TO:

1. Restrictions, conditions, dedications, notes, easements and provisions delineated and/or described on the plat Columbia Bridge Addition to Wenatchee recorded in Volume 2 of Plats at page(s) 9 in Chelan County, Washington.
2. Covenants, conditions, restrictions and/or easements therein:  
 Recorded: August 9, 1978  
 Recording No.(s): 789790
3. Terms and conditions of City of Wenatchee Board of Commissioners by Ordinance No. 2677  
 Recorded: June 15, 1987  
 Recording No.: 8706150017
4. Terms and conditions of Ordinance No. 2801  
 Recorded: December 22, 1989  
 Recording No.: 8912220039
5. Rights, reservations, covenants, conditions, restrictions, and easements of record or apparent on the premises.



WHEN RECORDED, RETURN TO:  
City of Wenatchee  
Department of Community Development  
1350 McKittrick Street, Suite A  
Wenatchee WA 98801

Certificate of Payment  
of tax and assessment to  
Chelan County Treasurer

**BOUNDARY LINE ADJUSTMENT**

**Boundary Line Adjustment No. BLA2013-111WE**

This form is intended to provide a clear record of boundary adjustments in the City of Wenatchee, although not required by law. A Boundary Adjustment is a division of land made for the purpose of adjusting boundary lines which does not create any additional lots, tracts, parcels, sites, or divisions; nor does a boundary adjustment create any lot, tract, parcel, site or division which contains insufficient area and dimensions to meet minimum requirements for width and area for building as required by the Wenatchee City Code Zoning Title 10.

Date: 5/16/2013

PROPERTY ADDRESS / LOCATION: 931 S. Mission St. and 223 Park St.

OWNER NAME(S): Gary E. and Sheree L. Noyes

ADDRESS: PO Box 1964

Wenatchee WA 98807

Phone: 509-663-4653

LEGAL DESCRIPTION: Lot 10 and 11, Block 16, Columbia Bridge Add. & Block 9, Plat of Wenatchee Park Add.

PARCEL NUMBER(S): 22 20 11 519 624

OWNER NAME(S): G & S Holding LLC

ADDRESS: PO Box 1964

Wenatchee WA 98807

Phone: 509-663-4653

LEGAL DESCRIPTION: Lot 12, Block 16, Columbia Bridge Addition to Wenatchee

PARCEL NUMBER(S): 22 20 11 519 636

OWNER NAME(S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Phone: \_\_\_\_\_

LEGAL DESCRIPTION: \_\_\_\_\_

PARCEL NUMBER(S): \_\_\_\_\_

**Note: All persons holding interest in the lands involved in this proposed boundary adjustment shall be listed above. Use additional forms if necessary.**

Updated 12/2012

**STATEMENT OF CONSENT AND WAIVER OF CLAIM**

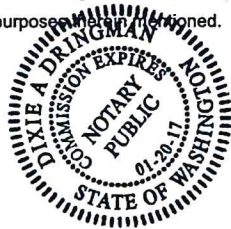
I (We), the owner(s) of all property involved in this boundary line adjustment hereby consent to the boundary line adjustment as proposed in this application and hereby grant a waiver by myself (ourselves) of all claims for damages against any authority which may be occasioned to the adjacent land by the established construction, drainage, and maintenance of public roads.

IN WITNESS WHEREOF I/We have hereto set my/our signatures(s),  
this 16 day of MAY, 2013.

<u>GARY E. NOYES</u> PRINTED NAME OF OWNER	<u>SHEREE L. NOYES</u> PRINTED NAME OF OWNER
<u>[Signature]</u> SIGNATURE OF OWNER	<u>[Signature]</u> SIGNATURE OF OWNER

**ACKNOWLEDGEMENT**

This is to certify that on the 16 day of MAY, 2013, before me, the undersigned, personally appeared GARY E. & SHEREE L. NOYES, to me known to be the person(s) who executed the foregoing statement of consent and waiver of claims and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.



[Signature]  
Notary Public in and for the State of Washington  
Residing at Rock Island WA  
My Appointment expires: 01/20/17

**PLANNING AND PUBLIC WORKS DEPT. USE ONLY**

Reviewed By: [Signature] Date: 7/24/13  
Subdivision Administrator

Reviewed By: [Signature] Date: 7/24/2013  
City Engineer

The Subdivision Administrator's signature above confirms the findings of fact that the lot line boundary adjustment does not create any additional lots, parcels, sites, or divisions nor creates any lot, tract, parcel, site or division which contains insufficient area and dimensions to meet minimum requirements for width and area for building, therefore being exempt for regulations of Wenatchee City Code Zoning Title 10.



**PROPOSED PARCEL A**

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

Commence at the Northeasterly corner of Lot 11, said Block 16; thence Westerly 40 feet along the Northerly boundary of said lot 11; thence Southerly, parallel to the Easterly boundary of said lot to a point midway between the Northerly and Southerly boundaries of said Lot 11, which point is the True Point of Beginning; thence Northerly, parallel to the Easterly boundary of said Lot 11 a distance of 43.78 feet, more or less, to the Northerly line of said lot; thence Westerly along the Northerly line of lots 10 and 11, said Block 16 and the Northerly line of said Block 9 to the Northwesterly corner of said Block 9, a distance of 73.79 feet, more or less; thence Southerly along the Westerly line of said Block 9 a distance of 39.18 feet, more or less, to a point midway between the said Northwesterly corner of said Block 9 and the point of intersection of said West line of Block 9 with the Northerly line of the East and West alley through Block 16, extended; thence Easterly a distance of 76.35 feet, more or less, through Block 9 and said Lots 10 and 11 to the said True Point of Beginning.

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

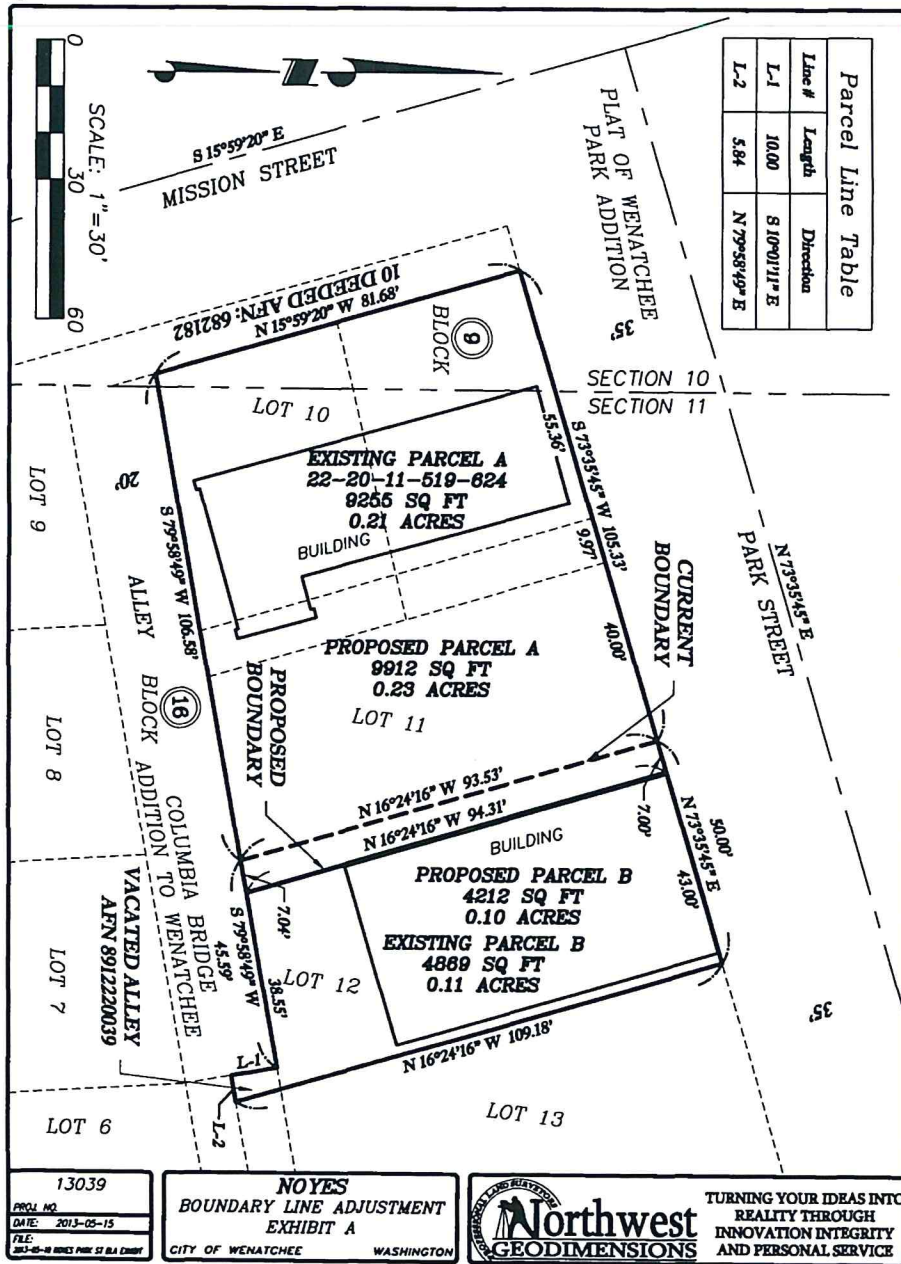
Together with that portion of Lots 10 and 11, Block 16, Columbia Bridge Addition to Wenatchee, Chelan County, Washington, according to the plat thereof recorded in Volume 2 of Plats, Page 9, and of Block 9, Plat of Wenatchee Park Addition to Wenatchee, Chelan County, Washington, according to the plat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

Commencing at the Northeasterly corner of Lot 11, said block 16 and run thence Westerly along the Northerly line of said Lot 11 for 40 feet; thence run Southerly, parallel with the Easterly line of said Lot 11 for 43.78 feet to the True Point of Beginning; thence continue on the same course for 43.78 feet to the Southerly side of said Lot 11; thence run Westerly along said Southerly line and the Southerly line of Lot 10 in said block 16 and said line produced through said Block 9 to the Easterly line of Mission Street as conveyed to the City of Wenatchee by deed recorded April 30, 1969, under Auditor's No. 690078; thence run Northerly along said line, 39.18 feet to a point which is 39.18 feet measured along said line from the Northwest corner of said Block 9; thence run Easterly to the True Point of beginning.

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

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





13039  
 PROJ. NO.  
 DATE: 2013-05-15  
 FILE:  
 2013-05-15 10:05 AM 52 BLD EXHIBIT

**NOYES**  
 BOUNDARY LINE ADJUSTMENT  
 EXHIBIT A  
 CITY OF WENATCHEE WASHINGTON

**Northwest**  
**GEODIMENSIONS**  
 TURNING YOUR IDEAS INTO  
 REALITY THROUGH  
 INNOVATION INTEGRITY  
 AND PERSONAL SERVICE

## **RESOLUTION NO. 2022-16**

**A RESOLUTION,** setting hearing date relative to vacation of street and/or alley as hereinafter described.

**WHEREAS,** the owners of more than two-thirds of the private property abutting the following described street and/or alley situate in the City of Wenatchee, County of Chelan, State of Washington, to-wit:

An unnamed alley situated between SR 285 and Park Street and East of Mission Street. See Exhibit A-1 and A-2 attached.

have petitioned the City Council of the City of Wenatchee to vacate said street and/or alley.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** as follows:

### **SECTION I**

That Thursday, the 26<sup>th</sup> day of May, 2022, at the hour of 5:15 o'clock p.m., or as soon thereafter as the matter may be heard, on said day, in the City Council Chambers at the City Hall in the City of Wenatchee, Chelan County, Washington, be and the same is hereby fixed as the time and place when said petition shall be heard and determined, and be it further resolved that the City Clerk give at least twenty (20) days notice of the pendency of said petition by a written notice posted in three of the most public places in said City and a like notice in a conspicuous place on said street and/or alley to be vacated.

**PASSED BY THE CITY COUNCIL OF THE CITY OF  
WENATCHEE**, at a regular hearing thereof, this 28<sup>th</sup> day of April, 2022.

CITY OF WENATCHEE, a Municipal  
Corporation

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

ATTEST:

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

APPROVED:

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

## VACATION NARRATIVE

January 24, 2022

### General Location

Vacate that portion of unnamed alley situated between SR 285 and Park Street and East of Mission Street. See Exhibit A-1 and A-2 enclosed.

### Property Owners

Properties owned by Gary Noyes –

1. Lot A, Boundary Line Adjustment 2013-111WE, TPN 22-20-11-519-624
2. That portion of Lots 6, 7, 8 and 9, Block 16, Columbia Bridge Addition to Wenatchee, Chelan County, Washington, according to the Plat thereof recorded in Volume 2 of Plats, Page 9 and that portion of the alleys in said Block 16 vacated by City of Wenatchee board of commissioners by Ordinance No. 2677 recorded June 15, 1987 under Auditor's File No. 8706150017 which would attach by operation of law.

Beginning at the Northwest corner of said Lot 6; thence North  $10^{\circ}01'11''$  West a distance of 10.00 feet to the center of said vacated alley; thence North  $79^{\circ}58'49''$  East along center line of said vacated alley a distance of 5.84 feet; thence continuing along said center line of vacated alley North  $79^{\circ}58'49''$  East a distance of 53.07 feet; thence, 74.92 feet through a non-tangent curve having a radius of 876.56 feet, a central angle of  $04^{\circ}53'50''$ , with a chord bearing of South  $05^{\circ}47'14''$  East for a distance of 74.90 feet to the Northerly right of way of State Highway Route No. 285, SR 285, W. End of George Sellar Bridge to Ferry St. Vic, from a point opposite Highway Engineer's Station (hereinafter referred to as HES) 33+19.49 on said line survey and 74.81 feet northerly therefrom; thence leaving said alley North  $87^{\circ}39'27''$  West along said right of way a distance of 30.67 feet to HES 33+50.00 on said line survey and 78.00 feet northerly therefrom; thence continuing along said South  $86^{\circ}21'53''$  West a distance of 125.00 feet to HES 34+75.00 on said line survey and 78.00 feet northerly therefrom; thence North  $48^{\circ}40'24''$  West a distance of 56.63 feet to HES 36+53.36 on said line survey and 53.83 feet easterly therefrom and a point of the Northerly line of Lot 9 of said Block 16, Columbia Bridge Addition to Wenatchee; thence leaving said right of way North  $79^{\circ}58'49''$  East along the north line of said Lots 7, 8 and 9 a distance of 136.18 feet to the True Point of Beginning. TPN 22-20-11-519-625

Properties owned by G & S Holding, LLC –

1. Lot B, Boundary Line Adjustment 2013-111WE, TPN 22-20-11-519-636



### Reason for Vacation

Owners would like to modify lot configurations and access to suit current and future development.

### Access to All Lots

Both Gary and Sheree Noyes and G & S Holding, LLC are the properties owners that currently use this alley for access, have agreed to the proposed vacation and have signed that attached petition.

The parcel owned by the State of Washington will be granted a temporary access easement. The location of a permanent easement will be determined to coincide with future development plans. The property is described as a portion of Block 16, Lot 9 Columbia Bridge Addition to Wenatchee, Chelan County, Washington, according to the Plat thereof recorded in Volume 2 of Plats, Page 9, TPN 22-20-11-519-620. See Exhibit B enclosed.

### Description of Proposed Vacation

That portion of the alley lying westerly of vacated alley pursuant to Ordinance No. 2801, recorded under Auditor's File No. 8912220039 and easterly of a certain property deeded to the City of Wenatchee, under Auditor's File Numbers 680899 and 682182 records of Chelan County, Washington.

Beginning at the Southwest corner of Lot 10 Block 16, of Columbia Bridge Addition to Wenatchee recorded in Volume 2 of Plat at Page 9 thence North 79°58'49" East along the South line of Lot 10, Lot 11 and Lot 12 Bock 16 of said Columbia Bridge Addition a distance of 110.75 feet to a rebar and cap; thence continuing along said Lot 12 a North 79°58'49" East a distance of 38.55 feet to a rebar and cap thence South 10°01'11" East along the westerly boundary of vacated alley pursuant to Ordinance No. 2801, recorded under Auditor's File No. 8912220039 a distance of 10.00 feet to a rebar and cap; thence continuing along said boundary South 10°01'11" East a distance of 10.00 feet to the Northeast corner of Lot 7, Block 16 of said Columbia Bridge Addition; thence South 79°58'49" West along the North line of lots 6, 7,8 and 9, Block 16 of said Columbia Bridge Addition a distance of 136.18 feet to a rebar & cap; thence continuing along said Lot 9 Block 16 said Columbia Bridge Addition South 79°58'49" West a distance of 13.91 feet to the easterly boundary of certain property deeded to the City of Wenatchee, under Auditor's File Numbers 680899 and 682182; thence North 15°59" 42" West along the said boundary a distance of 10.05 feet to easterly boundary of said Columbia Bridge Addition; thence North 00°23'55" East along said boundary a distance of 10.16 feet to the Point of Beginning.



# ArcGIS Web Map

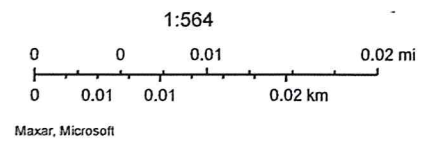


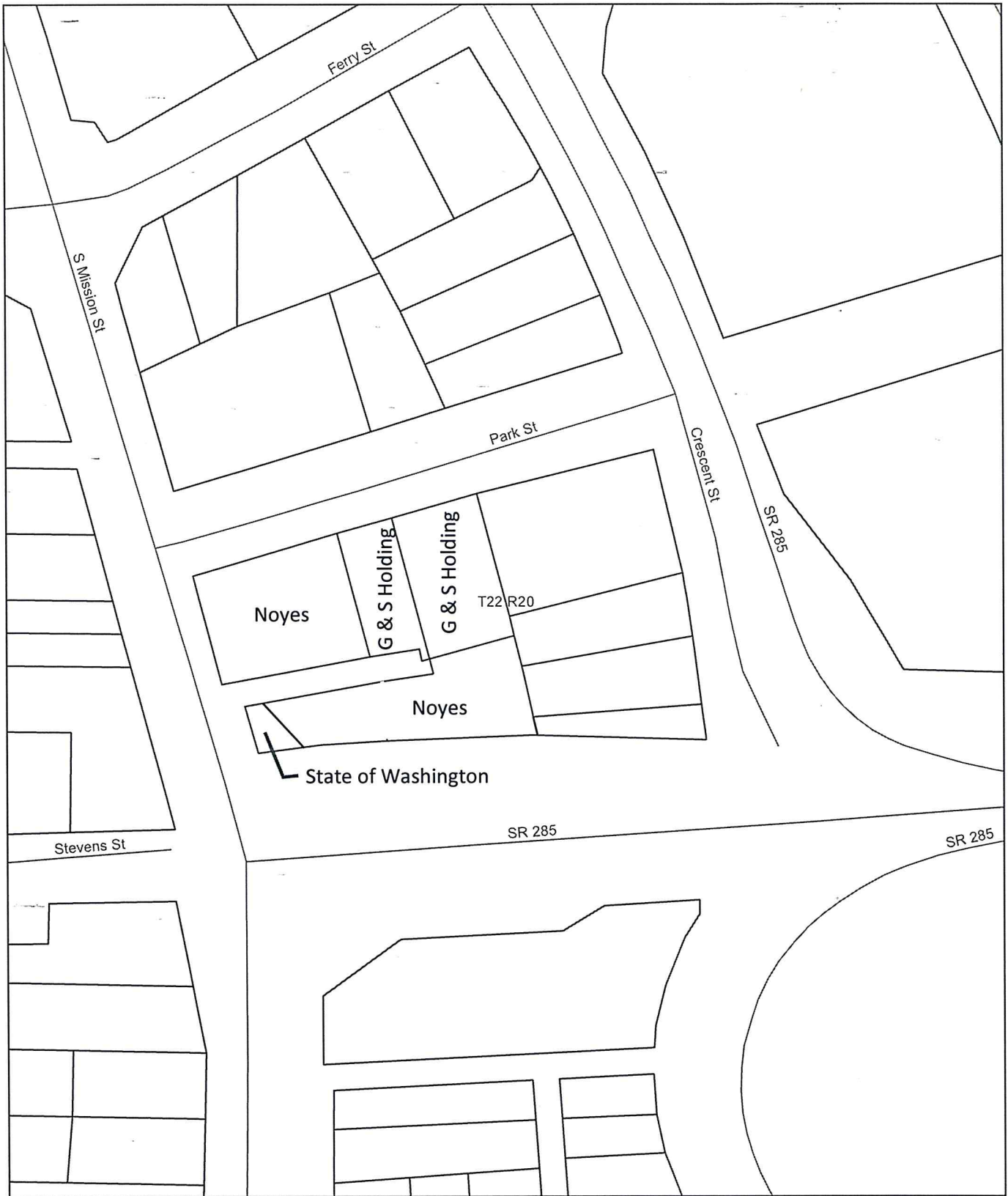
EXHIBIT B

STATE OF WASHINGTON  
TPN: 22-20-11-519-620

January 24, 2022

Parcels





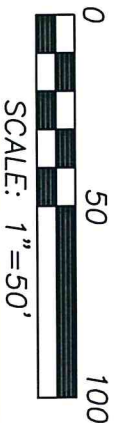
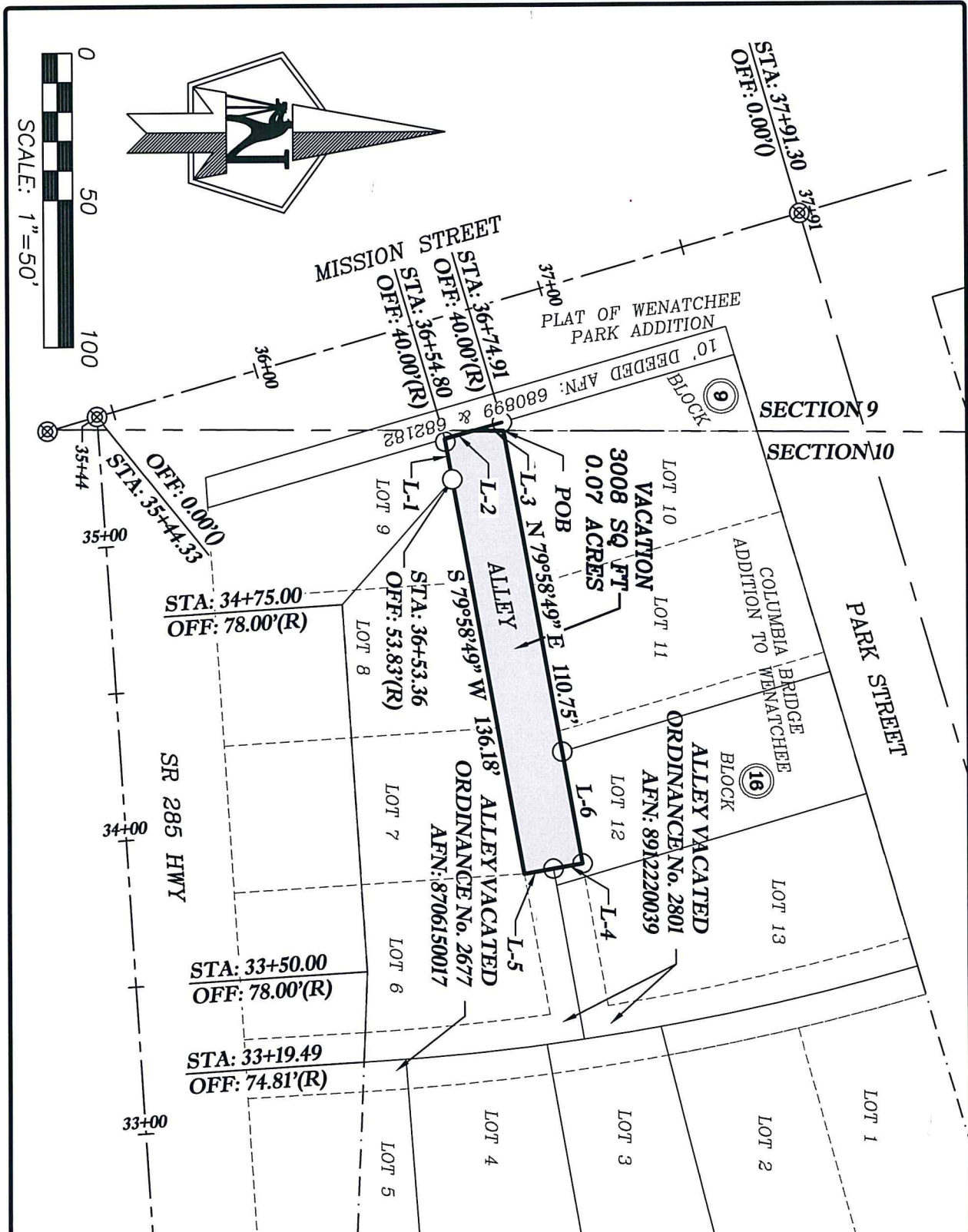
**EXHIBIT B**

Vicinity Map  
1 inch = 100 feet



15 N. CHELAN AVE.  
WENATCHEE, WA 98801  
509-663-8660





13039-03  
 PROJ. NO.  
 DATE: 2022-01-17  
 FILE:  
 2022-01-14 PARK STREET ALLEY VACATION

**NOYES**  
 ALLEY VACATION  
 EXHIBIT A-1  
 CITY OF WENATCHEE WASHINGTON



TURNING YOUR IDEAS INTO  
 REALITY THROUGH  
 INNOVATION INTEGRITY  
 AND PERSONAL SERVICE