



## WENATCHEE CITY COUNCIL

**Thursday, May 12, 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:

Wires #1554 through #1557 in the amount of \$51,397.40 for April 25, 2022

Claim checks #203007 through #203094 in the amount of \$1,611,454.71 for April 28, 2022

Benefits/deductions in the amount of \$941,783.41 for April 29, 2022

Payroll distribution in the amount of \$531,874.47 for May 5, 2022

Claim checks #203095 through #203106 in the amount of \$19,515.43 for April 29, 2022

Claim checks #203120 through #203174 in the amount of \$586,018.10 for May 5, 2022

Payroll distribution in the amount of \$14,048.76 for May 5, 2022

- *Motion for City Council to accept the work performed by Pipkin Construction for the emergency stormwater main replacement, City Project No. 2210, and further authorize the Mayor to sign the Final Contract Voucher Certification on behalf of the City of Wenatchee.*

#### 4. Presentations

- National Police Week Proclamation
- National Public Works Week Proclamation
- NCW Tech Alliance Presentation

#### 5. Action Items

- A.** Parks Projects Professional Services Agreement Extensions  
Presented by Parks, Recreation & Cultural Services Director David Erickson  
**Action Requested:** *(1) Motion for City Council to approve Contract Amendment #2 with Pacific Engineering for the Lincoln Park Project and authorize the Mayor to sign; and (2) Motion for City Council to approve Contract Amendment #3 with Pacific Engineering for the Kenzie's Landing Project and authorize the Mayor to sign.*
- B.** Interlocal Agreement with the Washington State Department of Transportation  
Presented by Parks, Recreation & Cultural Services Director David Erickson  
**Action Requested:** *Motion for City Council to approve the Interlocal Agreement with the Washington State Department of Transportation (GCB 3649).*
- C.** Highway 2 Easy Street Roundabout Art Design Award  
Presented by Parks, Recreation & Cultural Services Director David Erickson  
**Action Requested:** *Motion for City Council to approve the selection of CJ Rench for the Highway 2 - Easy Street Roundabout Project and authorize the Mayor to negotiate and sign the project agreement.*
- D.** Parque Padrinos Facility Use Agreement  
Presented by Parks, Recreation & Cultural Services Director David Erickson  
**Action Requested:** *Motion for City Council to approve the Facility Use Agreement with Parque Padrinos.*
- E.** Arts, Recreation and Parks Commission Member Appointment  
Presented by Parks, Recreation & Cultural Services Director David Erickson  
**Action Requested:** *Motion for City Council to approve Resolution No. 2022-17, appointing Sean Koester to position six of the Arts, Recreation and Parks Commission.*
- F.** Bid Award for the Saddle Rock Natural Area Phase 2 Interim Remedial Action Project  
Presented by Capital Projects Manager Charlotte Mitchell  
**Action Requested:** *Motion for City Council to authorize the Mayor to sign a standard construction contract with Hurst Construction LLC for the Saddle Rock Natural Area Phase 2 Interim Remedial Action Project in the amount of \$695,231.85.*

- G. Bid Award for the Maiden Lane Temporary Extension Project  
Presented by Capital Projects Manager Charlotte Mitchell  
**Action Requested:** *Motion for City Council to authorize the Mayor to sign a contract with the lowest responsive bidder for the construction of the Maiden Lane Temporary Extension project.*
  
- H. Sewer Capital Project Budget Updates – WWTP Drying Bed Expansion  
Presented by WWTP Supervisor Mike Hodgson  
**Action Requested:** *Motion for City Council to approve the amended capital project budgets for City Project No. 2211 – WWTP Drying Bed Expansion.*
  
- I. Ohme and Highway 97A Sewer and Stormwater Study Planning Consultant Agreement  
Presented by Utility Planner Darci Mattioda  
**Action Requested:** *Motion for City Council to approve the Professional Service Agreement with RH2 for the Ohme and Highway 97A Sewer and Stormwater Study, City Project No. 2207, and authorize the Mayor’s signature.*
  
- J. Jacoby Ten Percent (10%) Annexation Petition  
Presented by Senior Planner Matt Parsons  
**Action Requested:** *Motion for City Council to pass a motion to: (a) accept, reject or geographically modify the proposed annexation boundary; (b) adopt the proposed zoning regulation; and (c) assume all or any portion of existing indebtedness by the annexation area.*

## 6. Public Hearings

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

- K. Proposed Amendments to Chapter 10.10 of the Wenatchee City Code  
Presented by Senior Planner Matt Parsons  
**Action Requested:** *Motion for City Council to adopt Ordinance No. 2022-08, amending Wenatchee City Code Title 10 Zoning.*
  
- L. JAB Investors LLC Annexation (*Public Hearing Continued from 4/14/2022*)  
Presented by Senior Planner Matt Parsons  
**Action Requested:** *Motion for City Council to pass Resolution No. 2022-14 providing for Notice of Intent to the Chelan County Boundary Review Board to annex certain property to the City of Wenatchee.*

## **7. Reports**

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

## **8. Announcements**

## **9. Close of Meeting**



## WENATCHEE CITY COUNCIL WORK SESSION

**Thursday, April 21, 2022**

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

**DRAFT**

### 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 3 Top Rojanasthien; Councilmember Position 4 Travis Hornby; Councilmember Position 5 Mark Kulaas; Councilmember At-Large "A" Linda Herald; Councilmember At-Large "B" Keith Huffaker

**Staff Present:** Executive Services Director Laura Merrill, City Attorney Steve Smith, City Clerk Tammy Stanger, IS Support Tim McCord, Public Works Director Rob Jammerman, Public Works Administrative Assistant Anna Carr, Police Chief Steve Crown, Police Captain Edgar Reinfeld, Finance Director Brad Posenjak

**5:15 p.m. Work Session.** The Mayor called the work session to order at 5:15 p.m.

#### A. Bird Scooters

Public Works Director Rob Jammerman and Public Works Administrative Assistant Anna Carr introduced Michael Covato who joined the meeting via Zoom and provided a presentation for Bird Scooters. WDA Executive Director Linda Haglund provided feedback on challenges she sees with scooters downtown and observations received from two small cities comparable to ours who have Bird Scooters. Not everyone is in favor of having scooters in downtown and the Council will need to determine what is best for the community.

The topic is scheduled for consideration at the next regular Council meeting.

#### B. Opioid Settlement

City Attorney Steve Smith provided information regarding the One Washington opioids lawsuit and settlement and the inclusion of local governments in the settlement through a Memorandum of Understanding.

The topic is scheduled for consideration at the next regular Council meeting.

C. Email Management

City Clerk Tammy Stanger presented an overview of the new Email Management Policy to the Council.

With no further discussion, the meeting adjourned at 6:38 p.m.

---

Frank J. Kuntz, Mayor

Attest:

---

Tammy L. Stanger, City Clerk



## WENATCHEE CITY COUNCIL

Thursday, April 28, 2022

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

**DRAFT**

### 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 3 Top Rojanasthien; Councilmember Position 4 Travis Hornby (via phone); Councilmember Position 5 Mark Kulaas; Councilmember At-Large "A" Linda Herald; Councilmember At-Large "B" Keith Huffaker

**Staff Present:** Executive Services Director Laura Merrill; City Attorney Steve Smith; City Clerk Tammy Stanger; IS Support Jessi Saucedo; Human Resources Director Kari Page; Parks, Recreation & Cultural Services Director David Erickson; Public Works Director Rob Jammerman; Public Works Administrative Assistant Anna Carr; Capital Projects Manager Charlotte Mitchell; Operations Manager Aaron Kelly; Finance Director Brad Posenjak

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

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

**2. Citizen Requests/Comments.** The Mayor asked if there was anyone present who wished to comment. He stated he will take comments for Bird scooters during that agenda item. There was no one who wished to speak.

#### 3. Consent Items

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

#### 4. Presentations

- Poppy Days Proclamation read by Councilmember Mark Kulaas and presented to Poppy Princess Madeline Brown who shared information about the American Legion's Poppy Days.

- National Provider Appreciation Day Proclamation read by Councilmember Linda Herald.
- Stand with Ukraine Proclamation read by Councilmember Keith Huffaker and presented to Alma Chacon and Community Coalition members. Alma said a few words on behalf of the coalition in support of the proclamation.

## 5. Action Items

### A. Update to WCC 1.10.020 Office Hours

Director of Human Resources Kari Page presented the staff report.

Motion by Councilmember Mike Poirier 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. Councilmember Top Rojanasthien seconded the motion. Motion carried (7-0).

### B. Acceptance of the Donation of the “By-Line Time” Sculpture

Parks, Recreation & Cultural Services Director David Erickson presented the staff report. Rufus Woods was also present and provided the background history of the art piece. Council asked questions.

Motion by Councilmember Linda Herald 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. Councilmember Keith Huffaker seconded the motion. Motion carried (7-0).

### C. One Washington Opioid Settlement Memorandum of Understanding

City Attorney Steve Smith presented the staff report.

Motion by Councilmember Top Rojanasthien for City Council to authorize the Mayor to sign the One Washington Memorandum of Understanding. Councilmember Mike Poirier seconded the motion. Motion carried (7-0).

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

Public Works Director Rob Jammerman and Public Works Administrative Assistant Anna Carr presented the staff report. Council commented.

The Mayor asked for public comment.

Rich Cole, a resident of Malaga, read his written statement into the record not in favor of scooters. A copy of his letter was provided to the City Clerk.



Additional comments were provided from Council.

*Motion by Councilmember Mark Kulaas for City Council to approve the agreement with Bird Rides, and further authorize the Mayor to sign the agreement. Councilmember Keith Huffaker seconded the motion. Motion carried (6-1) (Rojanasthien nay).*

**E. Bid Award and Contract for the Kenzie's Landing Project (City Project No. 18-1247)**

Capital Projects Manager Charlotte Mitchell presented the staff report. Council asked questions. Bart Clennon was also present. He donated the property to the city for the memory of his daughter, McKenzie, and said that all of her family and friends cannot express what this means to them and thanked the Council.

*Motion by Councilmember Linda Herald 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. Councilmember Mark Kulaas seconded the motion. Motion carried (7-0).*

**F. South Wenatchee Safety Improvements Project (City Project No. 1911)  
Authorization to Award Construction Contract**

Public Works Director Rob Jammerman presented the staff report. Council commented.

*Motion by Councilmember Top Rojanasthien 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. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).*

**G. Parkside Place Renovation Project Consultant Agreement (City Project No. 2206)**

Operations Manager Aaron Kelly presented the staff report.

*Motion by Councilmember Keith Huffaker 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. Councilmember Mike Poirier seconded the motion. Motion carried (7-0).*

**H. Second Addendum/Amendment Agreement to the Pinnacles Prep Lease**

Operations Manager Aaron Kelly presented the staff report.

Motion by Councilmember Top Rojanasthien 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. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).

- 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)

Operations Manager Aaron Kelly presented the staff report.

Motion by Councilmember Linda Herald 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. Councilmember Mark Kulaas seconded the motion. Motion carried (7-0).

- J. Noyes Petition for Street Vacation

Public Works Director Rob Jammerman presented the staff report.

Motion by Councilmember Mike Poirier for City Council to pass Resolution No. 2022-16, setting date relative to vacation of street and/or alley. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

## 6. Reports

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

1. The Apple Blossom Festival began today at noon with "Chief for a Day" where he was the emcee of the event.
2. He and Executive Services Director Laura Merrill met with the Executive Director of the Performing Arts Center, Woody Lotts, and staff about the convention center remodel and the PAC building ownership.
3. The Mayor was happy to have public at the meeting tonight and glad things are starting to feel back to normal again.

- b. Reports/New Business of Council Committees

Councilmember Mike Poirier attended the Rivercom board meeting and realized the importance of keeping up with technology. The board provided \$100,000 to Chelan County for updated equipment.

Councilmember Jose Cuevas attended the LEOFF 1 Disability Board meeting earlier this week. He also attended the Homeless Task Force meeting and reported that there is a new app through Hope Source that will help with resources to serve the needs of homeless individuals. He also mentioned that they are planning for a second homeless count this summer.

Councilmember Keith Huffaker reported that he attended a good Chamber meeting this week and everyone was introduced to Steve Wilkinson, the new Executive Director of the Chamber.

**7. Announcements.** The Mayor announced there is no meeting next week. The next regular meeting is May 12.

**8. Close of Meeting.** With no further business the meeting ended at 6:19 p.m.

---

Frank J. Kuntz, Mayor

Attest:

---

Tammy L. Stanger, City Clerk



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Jessica Shaw, Deputy Public Works Director-Utilities  
Terry O'Keefe, Assistant Utilities Manager  
Adam Nealy, Storm/Sewer Collections Supervisor

**MEETING DATE:** May 12<sup>th</sup> 2022

---

**I. SUBJECT**

Emergency Stormwater Main Replacement. City Project # 2210, Final Acceptance

**II. ACTION REQUESTED**

Motion requested for the City Council to accept the work performed by Pipkin Construction. City project # 2210, for the emergency stormwater main replacement, and further authorize the Mayor to sign the Final Contract Voucher Certification on behalf of the City of Wenatchee.

**III. OVERVIEW**

On February 17<sup>th</sup> a sinkhole was reported near 1786 South Wenatchee Ave. The Public Works Collections Crew immediately investigated using our closed-circuit television camera and found approximately 108 feet of a 36-inch storm main had collapsed due to excessive pipe corrosion.

This storm main collects a large storm water basin extending up to Okanogan Street, as well as the south end of the Chelan County stormwater collection basin between Terminal and Simmons Streets. Due to the critical need of this storm line, it was decided the replacement of the 308-foot-long pipe needed to happen immediately.

The scope of work was quickly drafted and presented to three different local contractors for an emergency-work estimate. Pipkin Construction returned the most competitive price at \$265,393. The high cost to replace this storm main was due to the following three main factors:

- The location of the pipe was in the toe of a fifteen-foot slope and ten feet deep making shoring an extreme challenge.
- A PUD power pole was inches from the pipe trench forcing the excavation further into the hill slope.

- Portions of the storm line was under the 6-inch high pressure natural gas main that supplies all of Wenatchee Valley; the gas line needed to be supported by “high beams” every 25 feet when it was exposed

**IV. FISCAL IMPACT**

The project was paid for from Fund 410 Storm Utility. The final cost for this project including tax was \$248,263.86.

**V. PROPOSED PROJECT SCHEDULE**

The project was completed on April 22, 2022.

**VI. REFERENCE(S)**

Final Contract Voucher Certificate, Project No. 2210

**VII. ADMINISTRATIVE ROUTING**

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

Agenda Report # 2022-19



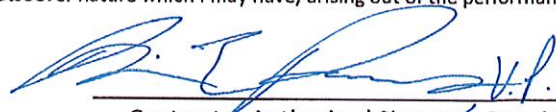
**City of Wenatchee**  
**Department of Public Works**

**Final Contract**  
**Voucher Certificate**

Contractor Pipkin Construction			
Street Address PO Box 3181			
City Wenatchee	State WA	Zip 98807	Date 4-26-2022
City Project Number 2210	Federal-Aid Project Number N/A	Highway Number N/A	
Job Title South Wenatchee Ave. Emergency Stormwater Repair			
Date Work Physically Completed 4-22-2022		Final Amount \$248,263.86	

**Contractor's Certification**

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

  
Contractor Authorized Signature Required

Brian E. Parsons, Vice President  
Type Signature Name

Subscribed and sworn to before me this 26th day of April 2022

X Isaac A. Miller Notary Public in and for the State of Washington,  
residing at 2948 N Baker Ave, East Wenatchee WA / Douglas County

**City of Wenatchee**

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

X \_\_\_\_\_  
Mayor/or Designee Date of Acceptance

**Apple Capital of the World**



# PROCLAMATION

## Proclamation to Designate May 15-21, 2022 as National Police Week

WHEREAS, in 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls as National Police Week; and

WHEREAS, the members of the Wenatchee Police Department play an important role in safeguarding the rights and freedoms of the citizens of our community; and

WHEREAS, it is important that all citizens know and understand the problems, duties, and responsibilities of their police department, and that the members of our department recognize their duty to serve the people by safeguarding life and property, protecting them against violence or disorder, and protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, our police department has grown to be a modern and professional law enforcement agency which unceasingly provides a vital public service;

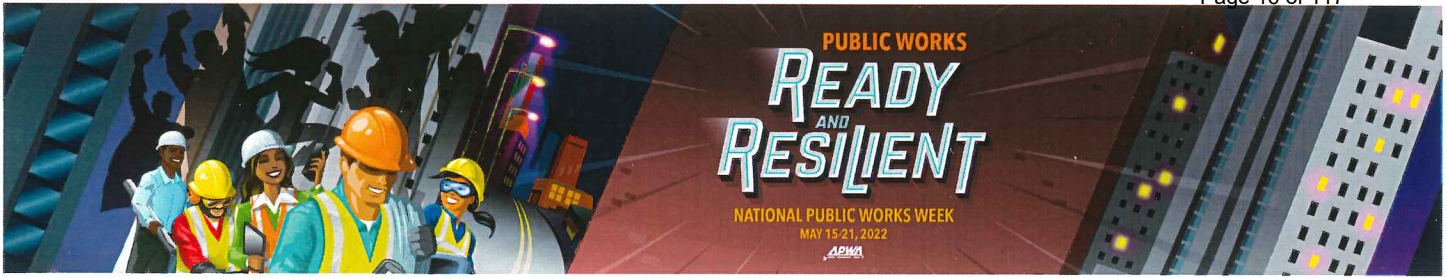
NOW, THEREFORE, I, Frank Kuntz, Mayor of the City of Wenatchee, do recognize the week of May 15-21, 2022, as "National Police Week" and further extend appreciation to our Police Chief Steve Crown and to all Law Enforcement for the vital services they perform and their exemplary dedication to the community they serve.



IN WITNESS WHEREOF, I hereby set my hand and cause the seal of the City of Wenatchee to be affixed on this 12<sup>th</sup> day of May, 2022.

A handwritten signature in black ink that reads "Frank J. Kuntz".

FRANK J. KUNTZ, Mayor



## National Public Works Week Proclamation

May 15–21, 2022

“Ready and Resilient”

WHEREAS, public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of the City of Wenatchee; and

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the City of Wenatchee to gain knowledge and maintain ongoing interest and understanding of the importance of public works first responders and public works programs in their respective communities; and,

WHEREAS, the year 2022 marks the 62<sup>nd</sup> annual National Public Works Week sponsored by the American Public Works Association;

BE IT NOW RESOLVED, I, Frank J. Kuntz, Mayor of the City of Wenatchee, do hereby designate the week May 15–21, 2022, as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.



IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on this 12<sup>th</sup> day of May, 2022.

A handwritten signature in black ink, appearing to read 'Frank J. Kuntz'.

FRANK J. KUNTZ, Mayor





## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** May 12, 2022

---

**I. SUBJECT**

Park Projects Professional Services Agreement Extensions

**II. ACTIONS REQUESTED**

Move approval of Contract Amendment #2 with Pacific Engineering for the Lincoln Park Project and authorize the Mayor to sign.

Move approval of Contract Amendment #3 with Pacific Engineering for the Kenzie's Landing Project and authorize the Mayor to sign.

**III. OVERVIEW**

In 2020, the City contracted with Pacific Engineering and Design to provide engineering assistance for both the Kenzie's Landing and Lincoln Park Projects. The professional services agreements expired at the end of 2021 however engineering work continued. Other project delays pushed the project completion to the end of 2022. Construction of both projects is currently underway with completion anticipated by December 1.

The attached amendments only extend the end date of the engineering agreement through the planned end of both of the projects.

Staff recommends approval.

**IV. FISCAL IMPACT**

None.

**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



**CONTRACT AMENDMENT NUMBER 2  
TO THE PROFESSIONAL SERVICES AGREEMENT**  
Lincoln Park Renovation – 18-1250

This Contract Amendment Number 2 dated this 21<sup>st</sup> day of April, 2022, is entered into by and between the City of Wenatchee, a municipal corporation, herein called the "City," and Pacific Engineering hereinafter the "Consultant":

WHEREAS, the City entered into a Professional Services Agreement ("Agreement") with the Consultant on February 27, 2020 for professional engineering services on the Lincoln Park Renovation – 18-1250 project; and

WHEREAS, the City now desires to retain the services of the Consultant to perform additional professional services and/or extend the time for performance; and

WHEREAS, the Consultant is qualified, willing, and able to provide and perform the services, if any, as described in this Contract Amendment Number 2; and

WHEREAS, the services to be performed by the Consultant are temporary in duration.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and of the Professional Services Agreement, and the Request for Additional Funds to be kept, performed, and fulfilled by the respective parties hereto, it is mutually agreed as follows:

**I. SERVICES BY CONSULTANT**

The time to perform all services is extended to December 31<sup>st</sup>, 2022.

**III. EXTENT OF AGREEMENT/MODIFICATION**

The Professional Services Agreement, together with Contract Amendment Numbers 1 and 2, represent the entire and completely integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements either written or oral. Except as modified herein, all provisions within the Agreement shall remain in full force and effect for the services provided under this Amendment. Additional amendments, modifications, or additions to the Agreement may only be made by written instrument properly signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment Number 2 on the dates written below:

CONSULTANT:  
By:   
Print Name: Aaron D. Anderson, Principal

CITY OF WENATCHEE:  
By: \_\_\_\_\_  
Frank Kuntz, Mayor

Date: 4/22/22

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



**CONTRACT AMENDMENT NUMBER 3  
TO THE PROFESSIONAL SERVICES AGREEMENT**

**Kenzie's Landing – 18-1247**

This Contract Amendment Number 3 dated this 21<sup>st</sup> day of April 2022, is entered into by and between the City of Wenatchee, a municipal corporation, herein called the "City," and Pacific Engineering & Design hereinafter the "Consultant":

WHEREAS, the City entered into a Professional Services Agreement ("Agreement") with the Consultant on February 27, 2020 for professional engineering services on the Kenzie's Landing – 18-1247 project; and

WHEREAS, the City now desires to retain the services of the Consultant to perform additional professional services and/or extend the time for performance; and

WHEREAS, the Consultant is qualified, willing, and able to provide and perform the services, if any, as described in this Contract Amendment Number 3; and

WHEREAS, the services to be performed by the Consultant are temporary in duration.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and of the Professional Services Agreement, and the Request for Additional Funds to be kept, performed, and fulfilled by the respective parties hereto, it is mutually agreed as follows:

**I. SERVICES BY CONSULTANT**

The time to perform all services is extended to December 31<sup>st</sup>, 2022.

**III. EXTENT OF AGREEMENT/MODIFICATION**

The Professional Services Agreement, together with Contract Amendment Numbers 1, 2, and 3 represent the entire and completely integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements either written or oral. Except as modified herein, all provisions within the Agreement shall remain in full force and effect for the services provided under this Amendment. Additional amendments, modifications, or additions to the Agreement may only be made by written instrument properly signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment Number 3 on the dates written below:

CONSULTANT:

CITY OF WENATCHEE:

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

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

Print Name: Aaron D. Anderson, Principal

Frank Kuntz, Mayor

Date: 4/22/2022

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



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** May 12, 2022

---

**I. SUBJECT**

Interlocal Agreement with the Washington State Department of Transportation

**II. ACTION REQUESTED**

Move approval of the Interlocal Agreement with Washington State Department of Transportation (GCB 3649).

**III. OVERVIEW**

The Washington State Department of Transportation was awarded local funding to assist with cleanup activities associated with encampments within their rights of way. They approached Earlier this year they inquired about the City performing the work and then reimbursing the City for the associated costs. An interlocal agreement is required to facilitate the work.

Attached separately is the agreement. Not attached is the 266-page Exhibit A. The agreement has been reviewed by the City Insurance provider, Mayor's Office, City Attorney and both the Finance Committee and Public Works Committee.

The item was discussed at the April 19 Arts, Recreation and Parks Commission meeting and is recommended for approval.

**IV. FISCAL IMPACT**

Revenue of up to \$150,000 for reimbursable costs.

**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

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

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

**Recitals**

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

Now therefore, pursuant to chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibits by this referenced incorporated and made a part hereof, it is mutually agreed as follows:

**1. General**

- 1.1 As funding and staffing allows, in conjunction with WSDOT, the City will monitor and clean WSDOT ROW based on existing maintenance routes to help ensure homeless encampments do not form or return. The City will prioritize cleanup sites and efforts based on staffing capacity, time and equipment availability.
- 1.2 WSDOT routes inside the City subject to this Agreement shall include the following: SR 285, US 97, US 97A, and US 2 corridors located within the Wenatchee city limits.
- 1.3 Prior to any cleanup action, the City and WSDOT will participate in a meeting to develop a response plan for the identified WSDOT ROW site. During the meeting, WSDOT and City will agree on work to be performed for billing purposes. The goal of reclamation site work is to reduce accessibility and use of WSDOT ROW.
- 1.4 WSDOT retains sole decision-making authority as to what constitutes an "emergency" for purposes of removing a homeless encampment. City must seek WSDOT consultation prior to any emergency action to remove a dangerous condition within an encampment.
- 1.5 City will follow adopted policies and procedures as applicable, including but not limited to: *Guidelines to Address Illegal Encampments within State Right of Way*,

attached hereto as Exhibit A, and the WSDOT Safety Manual found at:  
<https://www.wsdot.wa.gov/publications/manuals/fulltext/M75-01/Safety.pdf>

- 1.6 While on WSDOT premises, the City, its agents, employees, or subcontractors shall comply with applicable WSDOT safety and security policies and regulations. Including requirements for the prevention of transmission of communicable diseases (such as Covid).
- 1.7 City will provide employees or contractors, tools and equipment and follow adopted policies and procedures to remove materials and repair sites inside or adjacent to WSDOT ROW damaged by homeless encampments. The materials to be removed and the repair of sites may include removal of litter, trash, costs associated with the removal and storage of vehicles including recreational vehicles, debris, hazardous materials, plant pruning and fence repair and installation and similar work performed to create open sites to help with enforcement and safety. Personal property items that are not refuse, contaminated, illegal, or hazardous shall be collected and inventoried in accordance with Exhibit A and transferred to WSDOT Area 1 maintenance facility for storage and return of personal property.
- 1.8 The City shall ensure that all provisions of this Agreement are conveyed, applicable, and accepted by any contractors or consultants engaged on the City's behalf.
- 1.9 City may coordinate outreach services for the purpose of connecting at-risk populations inside WSDOT right-of-way with critical wrap-around social services and resources that can aid and improve the circumstances of homeless persons ability to leave the ROW.
- 1.10 The effective date of this agreement is the date this agreement is signed by both Parties with a termination date of June 30, 2023, or before if available funding is fully expended.

## **2. Payment**

- 2.1 WSDOT in consideration of the faithful performance of the work to be done by the City, in accordance with this Agreement will reimburse the City for the actual direct and related indirect cost of the work in an amount not to exceed One Hundred and Fifty Thousand Dollars (\$150,000) over the term of the agreement, as shown in Exhibit B.
- 2.2 Partial payments shall be made by WSDOT, upon request of the City, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment.
- 2.3 The City agrees to submit a final bill to WSDOT within ninety (90) days after completion of Work and no more often than once per month.
- 2.4 Invoices and Payment

The City shall submit invoices that include detailed backup information including but not limited to timesheet reports. Each City invoice shall include the following items:

- Agreement number and title.
- Invoice number.
- Period covered by the invoice (specific beginning and ending calendar days).
- Total amount expended to-date against the City's preliminary estimate, which WSDOT has agreed to as the total dollar amount for this agreement.
- A brief narrative progress report that addresses progress of the work performed by the City.

- 2.5 WSDOT will review invoices, and associated attachments, and will notify the City of any unallowable/disapproved costs. WSDOT will specify the reason for any unallowable/disapproved costs on the invoiced amounts it believes it is not responsible for and/or may request justification from the City for the unallowable/disapproved costs. If the City provides the justification and WSDOT approves the cost, the City may resubmit the previously disapproved costs in a subsequent invoice, noted as a resubmittal and within 60-days' notice of WSDOT's notification to the City of the initial unallowable/ disapproved cost.

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

### **3. Dispute Resolution**

- 3.1 The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- 3.2 Informal Resolution. The informal resolution process begins at the staff level and is raised to the higher organizational levels, if necessary. The levels of resolution are described below:
- 3.2.1 Upon receipt of a written notice of request for dispute resolution, the WSDOT and the City Project Managers shall meet within ten (10) Business Days and attempt to resolve the dispute. Any resolution of the dispute requires the agreement of all Designated Representative attending the meeting who requested to attend the meeting.
- 3.2.2 If unresolved, the North Central Region RA and the City's counterpart shall jointly cooperate to informally resolve any dispute as quickly and efficiently as possible.
- 3.2.3 Court of Law. If the Parties have not resolved the dispute within five (5) Business Days after the second level meeting, at any time thereafter either Party may seek relief under this Agreement in a court of law. The Parties agree that they have no right to relief in a court of law until they have completed the dispute resolution process outlined in this section.

**4. Modification**

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

**5. Indemnification and Insurance**

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

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

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



**6. Governing Law and Venue**

6.1 This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each will be solely responsible for payment of their own attorneys' fees, witness fees, and costs.

**7. Independent capacity**

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

**8. Contacts and Notices**

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

**City Project Manager shall be:**

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

**WSDOT Project Manager shall be:**

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

**9. Severability**

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

**10. Termination**

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

**11. No Third-Party Beneficiaries**

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

**12. Audits/Records**

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

**13. Working Days**

13.1 Working days for this Agreement are defined as Monday through Friday, excluding Washington State furlough days or state holidays pursuant to RCW 1.16.050.

**14. Counterparts**

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

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

City of Wenatchee	Washington State Department of Transportation
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:
Approved as to Form City of Wenatchee	Approved as to Form Washington State Department of Transportation
By:	By: <i>Mark Schumock</i>
Printed:	Printed: <i>MARK SCHUMOCK</i>
Title:	Title: <i>Assistant Attorney General</i>
Date:	Date: <i>4/12/2022</i>



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** May 12, 2022

---

**I. SUBJECT**  
Highway 2 Easy Street Roundabout Art Design Award

**II. ACTION REQUESTED**  
Move selection of CJ Rench for the Highway 2 – East Street Roundabout Project and authorize the Mayor to negotiate and sign the project agreement.

**III. OVERVIEW**  
In late 2021, the Parks, Recreation and Cultural Services Department was tasked with the assignment of selecting an artist or team of artists to create and install a feature in the new Highway 2-Easy Street Roundabout. A Call to Artists solicitation was prepared and distributed on November 15, 2021 to over 200 individuals and firms from the small works roster.



From this, four submittals were received from qualified artists by the January 3 deadline. An evaluation committee consisting of City staff and Arts, Recreation and Parks Commission members reviewed and scored the submittals and based on their relevant experience, technical ability, collaboration, and communication, the field was narrowed to the top three candidates. The three were notified of their advancement to the next round on January 11 and were invited to prepare two concepts each for the project.

The concepts were due on March 4 and were posted online and available for review and comment by the public from March 7-15. The comment period was announced through local media outlets and also provided to WSDOT and Chelan County PUD. The artists presented the concepts and answered questions from the Evaluation Committee at the March 15 Arts, Recreation and Parks Commission meeting.

From the presentations, public comments received and scores based on the evaluation criteria (budget, maintenance, theme, quality, materials, permanence, site appropriateness, schedule), the Committee scored the submissions.

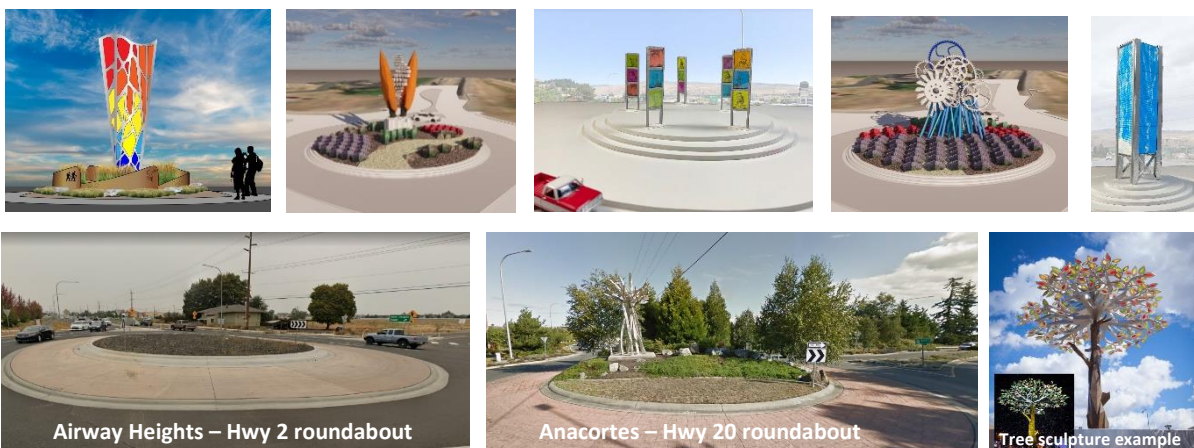
Evaluation scores and comments received were tabulated and provided to the City Council previously at the City Council Finance Committee and Public Works Committee meetings of March 24 and April 5.

At their meeting of March 24, the Finance Committee remanded the project back to the Evaluation Committee for additional discussion and to provide a recommendation.

On April 18 staff met with WSDOT and Federal Highway Administration representatives to discuss their design approval process. They were supportive of placing artwork in this location and indicated that the art would help to slow traffic. Among some of the other comments received, the group appreciated the work that has been done so far and the public involvement process. The raised center for the roundabout was desirable to obscure oncoming traffic directly across the roundabout and provide a focus to the traffic on the left. They seemed to like the idea of landscaping and including native vegetation with pollinators. They indicated that most of their roundabouts that have been hit are due to impaired drivers and had design suggestions to help reduce damage to both vehicles and the artwork. The project would be required to follow federal procurement rules and buy American steel. The colors of the artwork need to stay away from traffic standard control colors. They were also supportive of pursuing a tree sculpture option. Once a final artist and concept is selected, the City in conjunction with WSDOT, would prepare an art plan as required by WSDOT and further refine the design.

Evaluation Committee and Arts, Recreation and Parks Commission members discussed the project again at their meeting of April 19. After a continued discussion of whether or not to include art in the roundabout, having landscaping only and the pros and cons of each of the five proposed concepts, the Commission unanimously recommended the selection of the Valley of Fruition concept (top left photo below) created by artist CJ Rench with the understanding that the concept would need to be refined (colors, planting plan, turbine images, elevation etc.) throughout the next several months. The artist is also supportive of incorporating a sculpted apple tree to replace the center feature as an homage to the tree fruit industry and had considered proposing that in their initial proposal.

The recommendation was presented at the Finance Committee meeting of April 28, and Public Works Committee meeting on May 3.



With approval, the attached draft contract would be finalized for the project that includes the design refinement, detailed budget, materials and installation methods, final engineering and landscape plans, construction documents, fabrication and installation. We would also work separately with WSDOT through the refinement process to prepare the required art plan.

**IV. FISCAL IMPACT**

The total project budget is estimated at \$200,000.

**V. PROPOSED PROJECT SCHEDULE**

With the selection of the artist, the design refinement and final documents are anticipated to be completed by the early fall. Construction of the roundabout is scheduled to go to bid by WSDOT in December 2022 with construction in 2023. It is hoped that this portion of the project could be completed concurrently with the road project.

**VI. REFERENCE(S)**

**VII. ADMINISTRATIVE ROUTING**

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



## PROFESSIONAL SERVICES AGREEMENT

The City of Wenatchee, Washington, a municipal corporation ("City") and CJ Rench, whose address is 1451 Barker Road, Hood River, Oregon 97031 ("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, and in conformance with Appendix A to this Agreement, which attachments are 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 to be paid to Consultant for completion of these services shall not exceed \$ [INSERT AMOUNT], 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, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

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

The Parks, Recreation and Cultural Services Director 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 October 28, 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 or 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. NOTICES**

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed, by certified mail, with postage prepaid,

if to the City, to:                   City of Wenatchee  
  Parks, Recreation and Cultural Services Director  
  PO Box 519  
  Wenatchee, Washington 98807

or to such other person or place as the City shall furnish to the Consultant in writing; and

if to the Consultant:           CJ Rench  
  1451 Barker Road  
  Hood River, Oregon 97031

or to such other person or place as the Consultant shall furnish to the City in writing.

Notices shall be deemed given upon personal delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

**XVII. 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: \_\_\_\_\_  
CJ Rench

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

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

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

## **APPENDIX A SCOPE OF WORK**

The following conditions are made part of the Contract with the City of Wenatchee ("City") and the Consultants for Small Works Roster projects.

**1. SCOPE OF WORK:**

The City is commissioning artwork and a landscape element for the Highway 2/Easy Street Roundabout.

The Consultant will furnish all labor, design services, engineering, fabrication, delivery, installation, construction management, administration, materials, equipment, services, transportation, insurance and daily expenses to meet the requirements of this scope of work and specifications.

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

The Consultants will submit monthly written reports with digital images of progress prior to the fourth Tuesday of each month.

The Consultant shall complete the work no later than October 28, 2023. Target dates are provided below for the specific tasks. The timeline is subject to change based on the timing of the Highway 2/ Easy Street road construction project. The time may be extended by written consent of the City in the event of unavailability of materials, natural disasters or other unforeseen occurrences not under the control of the Consultants.

### **TASK 1: PROJECT STARTUP AND DESIGN REFINEMENT**

The target completion date for Task 1 is on or before August 30, 2022.

Upon notice of award to the successful Consultant and execution of the project agreement, the Consultant Design Team and City staff will meet virtually or in Wenatchee to review the project, and comments received about the preliminary concept, provide any available updates on the Highway 2 road project schedule and potentially visit the site if it is beneficial.

Following the virtual meeting, the Consultant can begin the refinement process of the concept design. City staff will be available to provide input and answer questions as needed through this process and also coordinate reviews with the Washington State Department of Transportation and Federal Highway Administration.

By August 15, 2022 the Consultant will provide a refined concept plan with written description, preliminary budget and graphic of the design elements to the City. Then, on August 16, 2022 Staff will present the refined concept at the City Council Public Works Committee meeting and Arts, Recreation and Parks Commission (ARPC) Meeting. On April 25, 2022 City Staff will also present the concept at the City Council Finance Committee and Chelan County PUD for review and comment. Staff will provide any comments received to the Consultant which will provide the direction for the final concept.

Based on the meeting feedback, Consultant will create the final concept plan and submit to City Staff for review. Consultant will provide detailed line item cost estimate. City staff will present the final plan for review and consideration at the August 25, 2022 City Council meeting.

When approved by the City, the final concept will be incorporated into this agreement as Attachment B.

**Task 1 Deliverables & Final Products:**

- Preliminary and final conceptual designs that are suitable for display showing the site plan and program elements to scale. Include materials, finishes, colors and brief written description.
- Preliminary and final cost estimates with rough quantity of materials estimates for concepts.

**TASK 2: CONSTRUCTION DOCUMENTS AND PERMITTING**

The target completion date for Task 2 is on or before October 31, 2022.

The Consultants will proceed with the final design to include detailed drawings covering structural and other aspects of the work, including documentation of maintenance requirements.

The Consultant will prepare and deliver 60% and 100% sets of drawings and coordinate with City Staff to review the drawings. The City Staff's review comments should include all information and changes relevant to local and state building codes and permits. All plans will be submitted in digital PDF format.

Prior to the 60% and 100% submittal, City Staff and Consultants will meet via phone conference/online meeting to discuss documents submission and address any questions, concerns or necessary revisions.

The Consultant will prepare and submit any required permits or applications to the appropriate agency to complete the project. These may include, but not be limited to: City Business License, Right of Way Permit, Labor and Industries Permit or others. Copies will be provided to the City.

**Deliverables & Final Products:**

- Site Plan
- Sections
- Construction Details
- Technical Specifications
- Final cost estimate and quantity of materials estimate

**TASK 3: CONSTRUCTION**

The target completion date for Task 3 is on or before October 21, 2023.

Upon approval of construction documents by the City staff and issuance of permits, Consultant will mobilize to the site to construct the project according to plans and specifications as well as WSDOT Standard Specifications for Road, Bridge, and Municipal Construction 2018 (M41-10).

The location and final placement of the feature shall be in accordance with the Attachment B, Artist's Proposal. Deviations of more than 10% shall be approved in advance by the City.

Construction shall include removal and disposal of on-site debris as needed and creation of the project according to the approved plans and specifications

Consultant will serve as the General Contractor managing the project as well as any sub-contractors on the project. Consultant will provide full time, onsite construction management, weekly written progress reports, and produce any redline and clarification drawings as needed. Upon completion of construction, a walk through with the City Staff will occur to develop a punch list for project closeout.

Consultant(s) are expected to be in daily contact (email, phone) and weekly meetings with appointed project manager for the city during construction. Additional meetings may be required between Consultants selected regarding project related issues.

Consultants are to coordinate the schedule for installation with City's representative to avoid conflicting with other construction activities at the site.

This project is located in a busy five-way intersection. The Consultant and their sub-contractors shall take all safety precautions and furnish and install all remedies necessary including but not limited to signing and traffic control for the prevention of accidents, safety of workers and the general public and shall comply with all laws and regulations with regard to the prosecution of the work.

**Task 3 Deliverables & Final Product:**

- Construction complete for the iconic roundabout feature that is consistent with the approved plans.

**TASK 4: PROJECT CLOSE OUT**

The target completion date for Task 4 is on or before October 28, 2023.

The Consultant is responsible for submitting all required documents such as Affidavits of Prevailing Wages Paid to close out the project.

The Consultant may be requested to attend, at their option, a dedication ceremony for the project.

**Task 4 Deliverables & Final Product:**

Upon completion and the approval of the construction, the Consultant will furnish the following:

- Material Safety Data Sheets (Form OSHA-20) applicable for any hazardous or potentially hazardous products used in the project.
- Manuals covering recommended operation, cleaning and maintenance of the feature
- A two-year written warranty on all materials and workmanship. See section 2.
- As-built drawings including all dimensions, methods of attachments, materials and finishes used.

- Digital photographs, which provide a record of structural detail such as where bolts are attached, irrigation or electrical controls. These photos may be submitted as part of the progress reports or when the project is at 100% completion.
- The artist's names and title of the art feature that Consultants wish it to appear in any documentation of the project.

**2. CHANGES OF SCOPE:**

All parties may request in writing changes in scope, performance or reporting standards to be performed under this Agreement. Such changes, including any increase or decrease in the amount of the Consultants' payment, which are mutually agreed upon by the Consultants and the City shall be incorporated in written amendments to this Agreement. No changes in scope, performance or reporting standards are to take effect until authorized, in writing, by both parties.

The Consultants and the City agree that the Consultants shall retain artistic control of their services only to the limitations imposed in the Scope of Work and Attachment B. Notwithstanding this provision, the City may at any time require the Consultants in writing to make changes in the Work to comply with applicable statutes and ordinances. The City may request changes for other reasons such as maintenance and safety considerations.

**3. WARRANTY:**

The Consultant warrants to the City the work and all component parts thereof provided for under a contract (the "Contract") for a Project (the "Work"), shall perform and operate for the purpose(s) specified, shall be new and free from defects in material and workmanship, shall meet all applicable specifications, including those relating to performance contained in the Contract, and that the Work shall be performed in a competent manner in accordance with accepted professional standards. The foregoing warranties shall apply to defects or deficiencies occurring within a period of two (2) years from the date of final acceptance of the Work.

If the Work does not meet the warranties specified above, the Consultant, within a reasonable time after receipt of written notice from the City, shall correct any defect so specified, at the Consultant's cost. In the event the Consultant fails to remedy any such defect in a timely manner, the City may undertake such remedy as it deems reasonably necessary and the Consultant shall bear all costs reasonably associated with said remedial action by the City.

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

**4. WARRANTIES OF TITLE:**

The Consultant represents and warrants that the Work:

- is solely the result of the artistic effort of the Consultant;
- except as otherwise disclosed in writing to the City, is unique, original and does not infringe on any copyright;
- has not been accepted for sale elsewhere, nor has a substantial duplicate been so accepted; and
- is free and clear of any liens from any source whatsoever.

**5. REPRODUCTION RIGHTS:**

The Consultants retain all rights under the Copyright Act of 1976, 17 U.S.C., subsection 101 et. seq., and all other rights in and to the Work except as such rights are limited by these Sections 9A, 9B and 9C. In view of the intention that the Work in its final dimension as art work shall be unique, the Consultants warrant that the Work in its entirety will not substantially duplicate other art works created by the Consultants, including those which vary only in the size, color or materials of the final Work, nor shall the Consultants grant permission to others to do so except with written permission of the City. The Consultants grant to the City and its assigns license to make two-dimensional reproductions of the Work for noncommercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, catalogs and similar publications, provided that these rights are exercised in a tasteful and professional manner.

All reproductions by the City shall contain the credit to the Consultants and a copyright notice substantially in the following form: Consultants Name, © year.

The Consultants shall use their best efforts to give a credit reading substantially, "an original art work commissioned by the City of Wenatchee" in any public showing of reproductions of the Work under the Consultants' control.

**6. SUBCONTRACTS:**

The Consultant shall provide names of any sub-contractors used for this project.

**7. PREVAILING WAGES:**

The Consultant, and its sub-contractors, if any, shall fully comply with all applicable provisions of RCW Chapter 39.12, concerning payment of prevailing wages, including the filing and payment of fees for all required statements and affidavits. The prevailing wages in effect at the time of proposal for the Work are included in this solicitation for quotations. The Consultant may also determine the prevailing wages in effect by contacting the Washington Department of Labor and Industries, ESAC Division, General Administration Building, Olympia, Washington 98504, (360) 902-5335.

**8. PAYMENT AND RETAINAGE:**

The total cost for design, fabrication and installation of Work is [INSERT AMOUNT], which includes any and all permits, and fees, if applicable, and Washington State sales tax.

The City shall pay the Consultant on a monthly basis for all work and services satisfactorily completed during the preceding month. The city will retain 5% of each payment owed to the Consultant in accordance with RCW 60.28. Retainage will be released 60 days following notice of final completion of the work.

**9. PAYMENT AND PERFORMANCE BOND:**

The Consultant must provide the City with a payment and performance bond in the amount of the bid before the Consultant will be issued a notice to proceed. The Payment and Performance Bond shall be in a form acceptable to the City. For contracts of \$35,000 or less, the Consultant has the option to have additional retainage withheld in lieu of a payment and performance bond. In this event, 50% of the monies owed shall be retained for 30 days after final acceptance.



**ATTACHMENT B**  
**PROJECT PLAN AND GENERAL SPECIFICATIONS**

**Insert Plan based on final design**



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** May 12, 2022

---

**I. SUBJECT**

Parque Padrinos Facility Use Agreement

**II. ACTION REQUESTED**

Move approval of the Facility Use Agreement with Parque Padrinos.

**III. OVERVIEW**

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

The agreement is contained below. It has been reviewed by the Mayor's Office, City Attorney and City Insurance provider. It was reviewed and recommended for approval by the Arts, Recreation and Parks Commission at their April 19 meeting.

**IV. FISCAL IMPACT**

Annual revenue of \$200.

**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

## Facility Use Agreement

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

### RECITALS

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

### AGREEMENT

#### 1.0 Term

- 1.1 The initial term shall commence on May 1, 2022 and terminate on December 31, 2022.
- 1.2 The agreement will automatically renew in one calendar year increments beginning January 1, 2023 through the year 2027 unless otherwise modified or terminated as specified in Section 24.
- 1.3 All terms and conditions of this Agreement shall continue to govern the Parties in the event this Agreement is extended.

#### 2.0 Grant of Use

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

#### 3.0 Premises

- 3.1 The City licenses to the Organization, and Organization licenses from the City, upon the terms and conditions included in this Agreement, those certain premises, consisting of Kiwanis Methow Park (the "Park") located at 420 Methow Street and depicted in Exhibit "A".
- 3.2 City makes no warranty of the premises' suitability for the Organization's intended uses under this Agreement, and Organization agrees to accept the property "as is" in the condition in which it exists on the commencement of the term of this Agreement.

- 3.3 The maximum capacity of the Park is 141 people.
- 3.4 Depending upon the scope of the specific programs and services provided, Organization may be required to provide additional trash receptacles, restrooms, hand washing stations, parking, security, electrical service or other elements. These requirements will be addressed on a case by case basis during the annual scheduling meeting. Additional fees and conditions may apply.
- 3.5 The Organizations affirms that they, their supervisors, staff and participants know, understand and will adhere to the Park Rules and Regulations (WMC 6A.18) in the provision of their programs and services.

#### **4.0 Annual Scheduling**

- 4.1 The specific dates and hours of Facility use for proposed community programs shall be determined at a minimum of one annual scheduling meeting by the Organization and the City. The first meeting is to be conducted no later than January 15<sup>th</sup> of the current year.
- 4.2 The times listed in the schedule will be considered reserved for the Organization unless otherwise agreed upon by the parties.
- 4.3 Any changes or modifications to the annual schedule to accommodate new programs or services or cancelled programs or services shall be proposed and provided to the City no later than 30 calendar days prior to the scheduled use.
- 4.4 This Agreement shall constitute Parks and Recreation Director approval for designation of alternate closing times for the Facility as specified in WMC 6A.18.055 (2) for the purpose of accommodating the programs, provided that the dates, locations and conditions are pre-arranged at the time of annual scheduling.
- 4.5 Through an existing facility use agreement, Pinnacles Prep programs and services receive priority scheduling and use of the Park. City of Wenatchee provided programs also receive priority scheduling and use of the Park.
- 4.6 General park use must remain open to the public during park hours.

#### **5.0 Community Programs and Services**

- 5.1 The initial list of proposed programs and services is contained in Exhibit B.
- 5.2 The Organization is responsible for the safety and behavior of all its participants, agents, officers, employees, volunteers and invitees during Park use.
- 5.3 The Organization is responsible for ensuring program instructors, volunteers or staff are properly trained, obtain any and all licensing, insurance and permits required to conduct the programming or service.

- 5.4 The Organization is responsible for reporting to the City any incidents or injuries which occur during the performance of their program or service.
- 5.5 Programs provided are required to be strictly for outdoor recreation purposes related to the Park.
- 5.6 If the Organization is supervising an activity involving children under the age of 18 or vulnerable adults, the City recommends the Organization perform a background check of the Program Supervisors, Volunteers or Staff through the Washington State Patrol criminal identification system at their expense.
- 5.7 The Organization shall provide the equipment to provide its Programs. Equipment purchased by the Organization remains the property of the Organization. The City is not responsible for lost, stolen or damaged equipment. Equipment must be removed from the Park daily.

## **6.0 Concessions**

- 6.1 Any person or business wishing to sell or offer for sale, any food, beverages or merchandise or conduct a service, camp, program or instructional clinic in any city owned park or recreation facility is required to first obtain a permit from the City.
- 6.2 Federal and State funding conditions require concessions to be strictly for outdoor recreation purposes related specifically park, for short-term limited duration (days, dates, hours) in their operation. These requirements are in effect for the park in perpetuity.
- 6.3 Ongoing, private concessions in the Park is also not an allowed use per City zoning regulations, however Concessions are available on a limited basis. The concession season runs May 1 through October 15. Concessions are limited to operating on Saturday from 9:00am to 2:00 pm, and Thursday from 10:00am to 7:00pm.
- 6.4 The Organization acknowledges that the City is the primary coordinator for concession use in the park unless part of a program or event conducted by the Organization. The Organization shall refer interested Concessionaires to the City.
- 6.5 Space is limited for Concessions and will be filled on a first come, first served basis. Concessions allowed in the park will be granted at the sole discretion of the City. Efforts will be made to help ensure that use conflicts and duplicative services will be avoided.
- 6.6 The Organization or Concessionaires as part of a program conducted by the Organization shall any and all equipment required for provide its Service including, but not limited, to sound systems, tents and canopies and vending systems. Equipment purchased by the Organization remains the property of the Organization. The City is not responsible for lost, stolen or damaged equipment. Equipment must not be left unattended and be removed from the Park on a daily basis. Equipment and vendors are subject to the conditions contained in the City Concession Permit Application.

- 6.7 Upon request, the City may provide the Organization a list of approved Concessionaires for participation at Organizations events. To be included on the list, Concessionaires on this list will have completed concession permit requirements.
- 6.8 All Concessions are subject to and required to adhere to all policies, permits, inspections and regulations contained in the Concession Permit Application.

## **7.0 Special Events**

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

## **8.0 Payment**

- 8.1 As consideration for the use of the Park the Organization shall pay to the City the fees as established herein in Exhibit C. Additional fees may apply depending upon the scope of the services provided by the Organization.
- 8.2 The fees will be adjusted by 80% of the same percent of increase/decrease as the CPI Pacific Cities and U.S. City Average, West – B/C (Dec. 1996=100), as published by the U.S. Department of Labor, Bureau of Labor and Statistics, for the period December 31 to December 31 of the immediately preceding year on an annual basis. The adjusted fees will be provided to the Organization by January 31.

- 8.3 Fees as outlined in Exhibit C will be billed to the Organization. The Organization agrees to pay the billed amount in full within 30 days of billing date.

#### **9.0 Licenses, Permits and Taxes**

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

#### **10.0 Hold Harmless and Indemnity**

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

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

- 10.3 Organization, as a material part of the consideration to be tendered to City, waives all claims against City for damages to equipment, used in the provision of Services and loss of business, in or upon or about the Facility and for injury to Organization, its agents, employees, invitees or their persons in or about the Facility from any cause arising at any time, other than for City's sole negligence or willful misconduct.

## **11.0 Insurance and Limits**

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

## **12.0 Maintenance and Operation**

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



### **13.0 Damage or Destruction**

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

### **14.0 Alterations and Capital Improvements**

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

### **15.0 No Assignment**

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

### **16.0 Severability**

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

### **17.0 Modification and Binding Effect**

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

**18.0 Time is of the Essence**

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

**19.0 Waiver**

19.1 The waiver by the City of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.

**20.0 Relationship of the Parties**

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

**21.0 Attorneys Fees**

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

**22.0 Notices**

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

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

Parque Padrinos  
504 South Chelan Avenue  
Wenatchee, WA 98801

**23.0 Governing Law/Venue**

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

**24.0 Termination**

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

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

CITY OF WENATCHEE

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

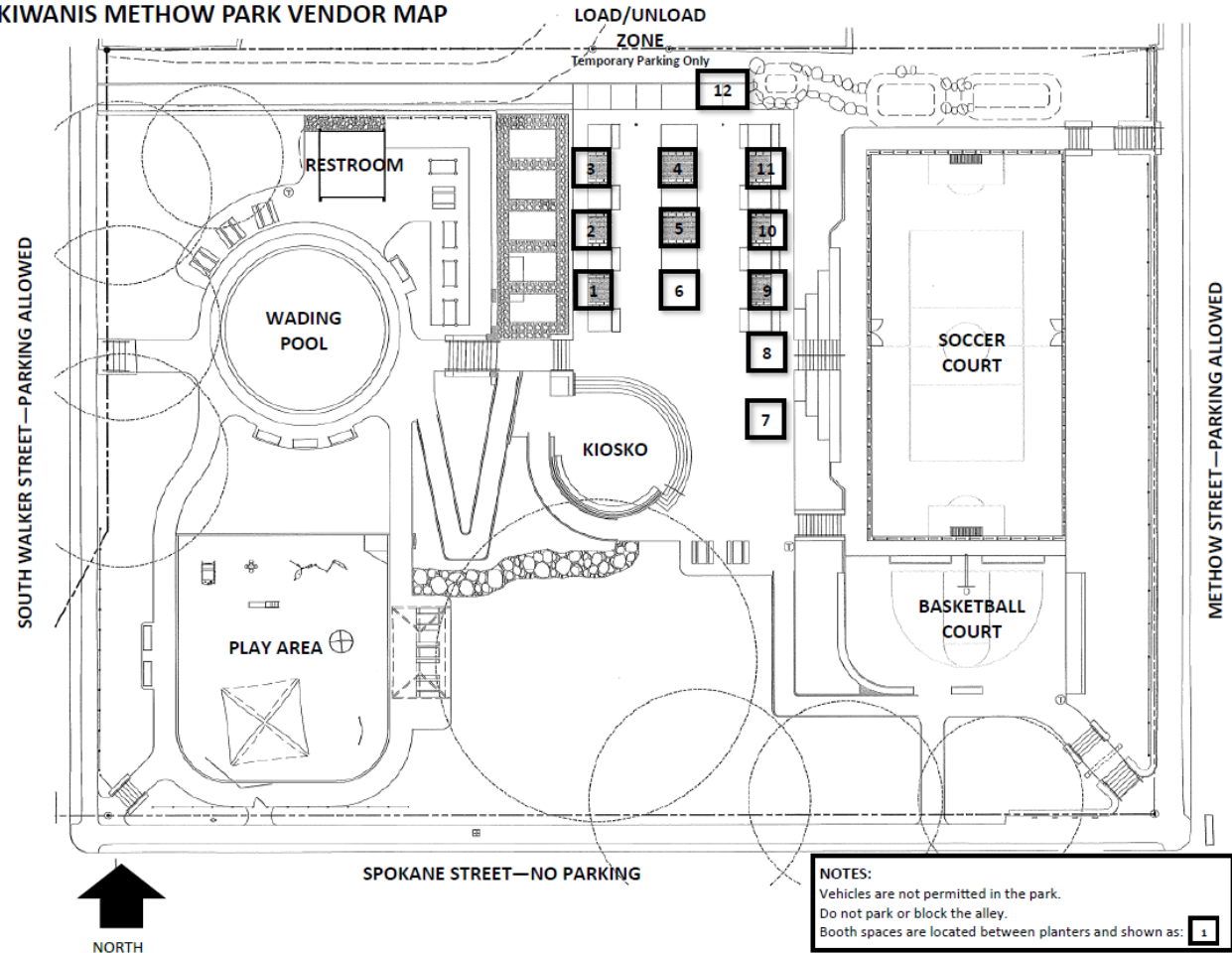
DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

PARQUE PADRINOS

By \_\_\_\_\_  
DIRECTOR

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

**KIWANIS METHOW PARK VENDOR MAP**



**EXHIBIT B**  
**The Services (To be completed at first scheduling meeting)**

The Organization is proposing to provide the following services:

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

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

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

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

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

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

## **EXHIBIT C Fee Schedule**

### **Annual Fee Schedule**

The initial fees are based upon those in the adopted 2022 Fee Schedule. The fees will be adjusted by 80% of the same percent of increase/decrease as the CPI Pacific Cities and U.S. City Average, West – B/C (Dec. 1996=100), as published by the U.S. Department of Labor, Bureau of Labor and Statistics, for the period December 31 to December 31 of the immediately preceding year on an annual basis. The adjusted fees will be provided to the Organization by January 31.

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

### **General Park and Program Use**

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

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

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

### **Concessions**

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

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

### **Special Events**

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

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



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** May 12, 2022

---

### I. SUBJECT

Arts, Recreation and Parks Commission Member Appointment

### II. ACTION REQUESTED

Move approval of Resolution 2022-17 appointing Sean Koester to position six of the Arts, Recreation and Parks Commission.

### III. OVERVIEW

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

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

The Commission currently has a vacant position. Sean applied for the opening and would bring valuable art experience as a former chair of the Commission and Pinnacles Prep employee. Position six has a term expiration of December 31, 2024.

A copy of his application is attached.

Staff recommends his appointment to the Commission.

**IV. FISCAL IMPACT**

None.

**V. PROPOSED PROJECT SCHEDULE**

If City Council approves the agenda item, Sean would begin serving on the Commission next week.

**VI. REFERENCE(S)**

**VII. ADMINISTRATIVE ROUTING**

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



## RESOLUTION NO. 2022-17

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

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

**WHEREAS**, Sean Koester is interested in serving and has applied for appointment to the Arts, Recreation and Parks Commission; and

**WHEREAS**, Sean Koester works for Pinnacles Prep and previously served as Chair of the Commission;

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

**NAME & ADDRESS**

Sean Koester  
1021 Columbine Street  
Wenatchee, WA 98801

**TERM EXPIRES**

December 31, 2024

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** at a regular meeting thereof this 12th day of May 2022.

**CITY OF WENATCHEE, a Municipal Corporation**

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

ATTEST:

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

APPROVED:

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



**City of Wenatchee**  
Volunteer Commission and Board Application

**COMMISSION/BOARD INFORMATION**

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

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

**APPLICANT INFORMATION**

City of Wenatchee Resident  Yes  No

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

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Initial: \_\_\_\_\_

Physical Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Years lived in Wenatchee Valley: \_\_\_\_\_

Occupation: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Work Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Education and Formal Training: \_\_\_\_\_

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

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

Volunteer/Community Experience:

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

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

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

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

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

Skills/Special Interests: \_\_\_\_\_

Experience related to the Commission/Board: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Why are you seeking this appointment? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_

**REFERENCES**

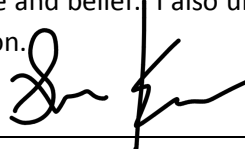
Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Occupation: \_\_\_\_\_ Years known: \_\_\_\_\_

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

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

**AFFIDAVIT OF APPLICANT**

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



\_\_\_\_\_  
(Signature)

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



**City of Wenatchee  
Volunteer Board, Commission and Committee Responsibilities**

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

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

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

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



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** May 12, 2022

---

**I. SUBJECT**

This is to gain approval for signature of a construction contract with Hurst Construction, LLC to construct the Phase 2 Interim Remedial Action project for the Saddle Rock Natural Area for \$695,231.85.

**II. ACTION REQUESTED**

Motion requested for the City Council authorize the Mayor to sign a standard construction contract with Hurst Construction LLC for Phase 2 Interim Remedial Action at Saddle Rock Natural Area project construction in the amount of \$695,231.85.

**III. OVERVIEW**

Saddle Rock is a landmark in the Wenatchee Valley and has been a popular destination for hikers, bicyclists and horseback riders for decades. In 2011, the City of Wenatchee completed the purchase of the property with the assistance and support of the Chelan-Douglas Land Trust, Washington State Recreation Conservation Office and local citizens. The City of Wenatchee dedicated the property as the Saddle Rock Regional Park on July 16, 2011.

The 325 acre property was previously owned by the Washington Department of Natural Resources (DNR) for over 100 years. Based on DNR records, it received small mining lease payments from 1891 to 1989. In connection with due diligence, a Phase I Environmental Assessment indicated possible mining waste rock sites created during DNR ownership and arsenic concentrations exceeding Model Toxics Control Act (MTCA) standards. Decades of public use without oversight has also led to severe erosion problems and habitat deterioration.

The Washington Department of Ecology (Ecology) conducted an initial investigation of the site in the spring of 2011. Waste rock samples from six sites along with soil samples from surrounding areas were collected to compare the concentration of metals in waste rock to background concentrations. Analysis indicated significant arsenic concentrations in the indigenous materials and two additional areas were identified for further testing. Laboratory analysis of the materials confirmed arsenic concentrations exceeding the MTCA standards.

In 2012 the City received an integrated planning grant from the Department of Ecology through which a remedial investigation (RI), cultural resources report and feasibility study (FS) for cleanup was prepared. The RI report identified and estimated 6,045 cubic yards of waste rock that were impacted above MTCA standards. The constituents of concern included arsenic, mercury, selenium, silver, and barium. Arsenic was detected above the screening level of 14.4 mg/kg in all waste rock samples, whereas the other constituents of concern were not always present at concentrations above their respective screening levels. Contaminated shallow soils were identified downslope of the waste rock piles.

The resulting preferred response alternative involved the excavation, transportation and disposal of waste materials at a permitted, lined and monitored landfill and sealing any open adits. New temporary haul road(s) will be constructed and existing roads improved for equipment access. Downslope areas and portions of haul roads will be restored using the seeding of native grasses. The remaining haul roads will be restored to include drainage and surface improvements. Due to the size of the documents, the Remedial Investigation Report, Feasibility Study Report and Technical Memorandum have not been included with this agenda report, but are available if desired.

Funding for the project is to come partially through grants from the State of Washington as administered by Ecology's Toxics Cleanup Program (TCP). Applications for MCTA grants began in 2013. A \$900,000 MCTA grant for the first phase of the project was awarded and constructed. A second \$1.2 million dollar grant for phase two was funded February 2020.

Ecology indicated the cleanup is to be divided between Phase 1 (lower four waste rock areas) and Phase 2 (upper one to two waste rock areas). The phasing occurred due to funding considerations and since the lower four waste rock piles contain approximately 87% percent of the materials to be removed and are significantly easier to reach than the Phase 2 waste rock areas. Note that all areas of the site are on land with significant slopes.

Data collection activities relating to: 1) establishing pile-specific background arsenic concentrations and 2) to determining downslope areas requiring cleanup are detailed in Technical Memorandum, Gold Knob Prospect (aka Saddle Rock Park), Establishing Site Cleanup Levels and Areas, prepared by the Department of Ecology, June 2018 as well as Interim Remedial Action Report, Saddle Rock Natural Area, Phase 1 IRA Construction Project, prepared by GeoEngineers, March 2020. These documents are not attached to this report due to their size. They are available for review upon request.

Cleanup is guided by analysis of arsenic in the field using a field x-ray fluorescentometer (XRF). After cleanup for each phase has nears completion, confirmatory laboratory analysis for all constituents of concern takes place.

Construction of Phase 1 was completed in Fall 2019. Final Design of Phase 2 was initially finalized in the fall of 2021. This phase will address one final waste rock pile and improve the main Saddle Rock Trail. After final design last Fall, it was determined that the project had a projected budget surplus of Ecology MTCA funds. At this point the Chelan Douglas

Land Trust asked if some additional work could be added to the contract. The items involved placing rock or magnesium chloride on the lower half of the trail that was improved in Phase 1 construction to improve durability of the trail. In addition, they requested water bars and rolling dips be installed in the Phase 1 area in order to combat the known erosion issues on the trail. These improvements will greatly enhance the long term viability and maintenance of the Saddle Rock trail as a whole. Staff tasked GeoEngineers with adding these items in late November 2021. This additional engineering was recently completed in early March 2022. The new construction estimate is over the funding amount in the grant with the Department of Ecology. However, the Chelan Douglas Land Trust has money set aside for Saddle Rock and has agreed to cover the overage up to \$62,000. Staff will write an agreement with Chelan Douglas Land Trust in order for them to provide up to \$62,000 of funding. They will be billed at the end of the project. If the amount is less than \$62,000, only the deficit amount will be billed. The details are in the fiscal impact section below.

Construction of Phase 2 is currently scheduled to start mid July 2022. The project was advertised for bids on March 29<sup>th</sup>. A mandatory pre-bid site walk was held on April 13<sup>th</sup>. Representatives from eight construction firms attended. The bids were opened on April 26<sup>th</sup>. There were six bids. The lowest responsive bidder was Hurst Construction LLC in the amount of \$695,231.85.

**IV. FISCAL IMPACT**

Ecology Grant Funds	\$1,120,000.50
City 2022 Budget Funds	\$124,444.50
<b>Original Project Budget</b>	<b>\$1,244,445.00</b>
Engineering	\$230,203.00
Construction Estimate (with 7% contingency)	\$908,032.00
Construction Management	\$168,208.00
<b>Total</b>	<b>\$1,306,443.00</b>
Original Project Budget	\$1,244,445.00
<b>Deficit to be covered with CDLT funds</b>	<b>\$61,998.00</b>

**V. PROPOSED PROJECT SCHEDULE**

Start Construction July 18<sup>th</sup>  
Construction End Oct 28<sup>th</sup>

**VI. REFERENCE(S)**

1. Construction Contract with Hurst LLC

**VII. ADMINISTRATIVE ROUTING**

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





## CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, between the CITY OF WENATCHEE, a Municipal Corporation of the State of Washington, and Hurst Construction 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 **PK200601 - PHASE 2 INTERIM REMEDIAL ACTION, SADDLE ROCK NATURAL AREA**, in the amount of (\$ 695,234.85 ) (including applicable 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.

***Apple Capital of the World***

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.
5. 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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title

***Apple Capital of the World***



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** May 12, 2022

---

**I. SUBJECT**

Contract bid award for the Maiden Lane Temporary Extension project to lowest responsive bidder.

**II. ACTION REQUESTED**

Motion requested that the City Council authorize the Mayor to sign a contract with the lowest responsive bidder for the construction of the Maiden Lane Temporary Extension project.

**III. OVERVIEW**

This project constructs an access road across parcel number 232032483040 to the Kenzie's Landing Trailhead project. The pavement ends at Maiden Lane at the edge of this parcel. The City has an easement across the parcel for public access. The first approximately 100' of the roadway will have curb and gutter on the west side and will be paved. This will address flooding issues onto a neighboring parcel. The rest of the access road (approximately 800') will be gravel with a ditch on both sides. There will be a stormwater system to treat for water quality, retention, and flow control. This will eventually tie into the Broadview storm system once that system is upgraded to handle the capacity.

This is a small works roster project. This project was taken to Public Works/Economic Development Committee November twice and finance committee once. Bids are due to the Parks, Recreation and Cultural Services office on May 9<sup>th</sup>. This is past the date to get the bid results into the agenda therefore the bid opening results will be given at Finance Committee and City Council May 12<sup>th</sup>.

**IV. FISCAL IMPACT**

To be provided May 12, 2022 after bids are opened.

**V. PROPOSED PROJECT SCHEDULE**

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

**VI. REFERENCE(S)**

None

**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:** Mike Hodgson, WWTP Supervisor  
Public Works Department

**MEETING DATE:** May 12, 2022

---

**I. SUBJECT**

Sewer Capital Project Budget Updates - Project No. 2211 – WWTP Drying Beds Expansion

**II. ACTION REQUESTED**

Staff recommends the City Council approve the amended capital project budgets for Project No. 2211 – WWTP Drying Bed Expansion.

**III. OVERVIEW**

The budget amendment for WWTP Drying Bed Expansion is in the adopted Capital Improvement Facility Plan. City staff are requesting an amendment to the 2022 budget to begin design in 2022 and construction in 2023.

The proposed budget for the WWTP Drying Bed Expansion will expand the current four bed facility to six beds along with subgrade preparation for a future expansion to eight beds if needed, a larger and/or new stormwater pond, new drain piping, precast vault style toilet, solar lighting and an asphalt road around the beds for better access during the wet months.

In 1991, 8 drying beds and an evaporation pond were constructed at the site. Next, in the early 2000s, a storage building was added to protect the loader and a decant area was created to manage the Vactor waste from the sewer system. The drying beds were expanded in 2008 by removing the center driveway and turning the 8 beds into 4 beds. In 2013, a bunker was added to meet Ecology requirements for separating the finished Class A biosolids from the sludge being processed.

Ten years ago, the WWTP staff hauled one dump truck four days a week to the drying beds and now we are hauling an average of two trucks five days a week and sometimes three. Contributing factors to the increase of solids in the WWTP's system are:

- Population of Wenatchee has increased
- Area of utility services have increased
- More solids in the system due to water conservation efforts (Low-flow Toilets)
- Future cleaning of the existing digesters will need a place for storage

**IV. FISCAL IMPACT**

Funding from these projects will be from the 405 Sewer Utility Fund. Please refer to the attached budget proposal for more information.

**V. PROPOSED PROJECT SCHEDULE**

Consultant RFQ and Design for this project will be started in 2022 and construction of the WWTP Drying Bed Expansion is anticipated in 2023.

**VI. REFERENCE(S)**

1. Capital Project Budgets for Project No. 2211 – WWTP Drying Beds Expansion
2. Project map of WWTP Drying Beds

**VII. ADMINISTRATIVE ROUTING**

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



## Capital Project Budget

**Date:** May 12, 2022 **Project Number:** 2211

**Project Name:** WWTP Drying Bed Expansion **Dept/Category:** Public Works - Sewer Project

**Project Description:** The purpose of this project is to increase the size of the existing drying beds by adding two drying beds and prep the site for an addition two bed if needed in the future to the east. As part of the design effort, a stormwater evaluation on the existing pond will need to be conducted to determine if a second, evaporation pond will be required. The city would also like to consider solar panels for lighting, paving the roads within the site from the Malaga Highway and move the fence to accommodate the expanded drying beds area and adding a septic tank outhouse to the site. The site currently has an area for vector truck waste, a class A holding bunker and a maintenance shed, all which will remain. The city requests full plans to prepare for bidding and construction early spring of calendar year 2023.

<b>Project Lead:</b>	Mike Hodgson	<b>Start Year:</b>	2022
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2023
<b>Original Project Budget:</b>	\$2,500,000	<b>Total City Funding:</b>	\$2,062,500
<b>Budget Amendment:</b>		<b>Other Funding:</b>	

**Project Notes:**

The project was identified in the Wastewater Treatment Plant Facilities Plan Updated adopted by City Council in 2016. The project is also in the 2022-2027 Capital Facilities Plan adopted in 2021.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	\$247,500			247,500			247,500
Right of Way Acquisition							
Construction Contract	\$1,650,000				1,650,000		1,650,000
Construction Engineering	\$165,000				165,000		165,000
Art Fund							
<b>Total Project Expenditures</b>	<b>2,062,500</b>			<b>247,500</b>	<b>1,815,000</b>		<b>2,062,500</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	405 - Sewer Utility	2,062,500			247,500	1,815,000		2,062,500
Fund:								
Fund:								
GRANTS:								
<b>Total Project Revenues</b>		<b>\$2,062,500</b>			<b>247,500</b>	<b>1,815,000</b>		<b>2,062,500</b>

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

[Type here]



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Darci Mattioda, Utility Planner  
Public Works Department

**MEETING DATE:** May 12, 2022

---

**I. SUBJECT**

Ohme and Hwy 97A Sewer and Stormwater Study planning consultant agreement.

**II. ACTION REQUESTED**

Staff recommends the City Council approve the Professional Service Agreement (PSA) with RH2 for the Ohme and Hwy 97A Sewer and Stormwater Study project No. 2207 and authorize the Mayor's signature.

**III. OVERVIEW**

The purpose of this project is to determine on a more detailed level, the sewer and stormwater needs for the area in the basin area of Ohme Road, Ohme Garden Road and US Highway 97A.

For sewer, this study will develop alternatives analysis for sewer service and will provide an updated cost for construction of a lift station and force main as outlined in the City's sewer comprehensive plan. The analysis will also consider the feasibility of other outfall scenarios such as gravity flow to the existing system on the east side of US Highway 97A.

This study will also look at the stormwater challenges in this basin. The research will include alternatives to accommodate additional stormwater generated by the zoning and re-development of parcels within the basin as well as solutions for known flooding challenges from past events. Stormwater alternatives may include water quality, flow control and Best Management Practices to meet the requirements set forth in the Stormwater Management Manual for Eastern Washington improvements needed to serve the basin.

The outcome of this study will allow the City of Wenatchee to consider multiple options for improvements that consider long range planning, future development build out, future maintenance by city staff and the best financial investment for the city.



Agenda Report to Mayor and City Council  
May 12, 2022  
Page 2

A request for qualifications was advertised in December. The City received responses from three consultants. RH2 Engineering was selected.

**IV. FISCAL IMPACT**

The consultant's scope of services estimates the project cost of \$145,744.

**V. PROPOSED PROJECT SCHEDULE**

Upon approval of the agreement, the consultant will start their data collection and analysis. The final report will be complete by the end of October 2022.

**VI. REFERENCE(S)**

1. Professional Service Agreement for RH2 Engineering

**VII. ADMINISTRATIVE ROUTING**

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

**EXHIBIT A**  
**Scope of Work**  
**City of Wenatchee**  
**Ohme Road and Highway 97A**  
**Basin Sewer and Stormwater Study – PN 2103**  
April 2022

---

## **Background**

The City of Wenatchee (City) is looking to improve upon previous efforts for planning sanitary sewer and stormwater improvements within the Ohme and 97A basins. These basins, identified in Figure 6-6 of the City's 2017 *Sewer Comprehensive Plan* as Ohme 1, Ohme 2, and US-97A, are located in the northernmost area of the City and are generally found north of US Highway 2 between Burch Mountain Road and the Columbia River. It is anticipated that the City will use the completed study as a basis for expanding its sewer system, specifying required utility improvements for future developments, and identifying and addressing some obstacles, challenges, and costs associated with providing sewer and stormwater utility services within the study area. The City has selected RH2 Engineering, Inc., (RH2) to develop this study on behalf of the City.

Specifically of interest to the City is the development and refinement of sewer concepts that may include alternatives such as a proposed sanitary sewer lift station at the northeast corner of the Ohme 2 basin area, a gravity sewer trunkline discharging to the City's existing system on the east side of US Highway 97A, and other possibilities. This study will provide detailed information on possible lift station locations and force main routing, and investigate a possible gravity alternative that would forego the need for a lift station.

The stormwater analysis for these basins will evaluate improvements in flow control, water quality treatment, and best management practices and will be the first significant investment by the City into stormwater planning for the area since its annexation into the City in 2016. Northwest Hydraulic Consultants, Inc., (NHC) will be completing the stormwater analysis portion of the study as a subconsultant to RH2.

## **Task 1 – Sewer Alternatives Analysis**

**Objective:** Review alternatives for discharging sanitary sewer flows from the Ohme and 97A basins to the City's existing collection system. Review sanitary sewer lift station, conventional gravity sewer, and grinder-pump-fed gravity sewer possibilities at a minimum.

### **Approach:**

- 1.1 Meet with the City and NHC for a project kickoff. Discuss pertinent information regarding proposed developments, known stormwater issues, existing sewer maps/as-builts, etc. with the City. Prepare meeting agenda and minutes.
- 1.2 Collect available mapping and data of the study area. Mapping and data will include information on land ownership, land use, existing and future roadway alignments, existing City sewer and stormwater collection system and facilities, LiDAR data, and aerial photography surveys.

**City of Wenatchee**  
**Ohme Road and Highway 97A**  
**Basin Sewer and Stormwater Study – PN 2103**

**Exhibit A**  
**Scope of Work**

- 1.3 Review limits of contributing basins and service area. Prepare figures displaying findings.
- 1.4 Identify sewer trunklines, interceptors, and gravity mains within the contributing basins.
- 1.5 Perform a review of available mapping and data to identify up to four (4) possible sewer alternatives based on existing topography.
- 1.6 Investigate performance, maintenance, accessibility, permitting, land acquisition, phasing, and cost considerations for each alternative identified.
- 1.7 Prepare up to four (4) figures utilizing GIS and AutoCAD to display and compare sewer alternatives. Figures will highlight corridors where both sanitary sewer and stormwater improvements have been identified.
- 1.8 Meet with the City to review and discuss the alternatives. The City will provide feedback on which alternatives to develop to the predesign stage. Prepare meeting agenda and minutes.

**Assumptions:**

- *The kickoff meeting between the City, RH2, and NHC will preferably be held in person as opposed to virtually.*
- *Existing LiDAR data will be used for this analysis. LiDAR sources include the 2015 Chelan Digital Terrain Model by the Washington State Department of Natural Resources.*
- *The attributes listed in subtask 1.3 for each alternative will be planning-level in nature and meant to provide enough information for determining a desired path forward but not substantially detailed enough for design.*
- *Information on land ownership, land use, existing and future roadway alignments, and aerial photography surveys will be obtained from the most currently available data on the City of Wenatchee's or Chelan County's GIS database.*
- *RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City or others in relation to this Scope of Work. RH2 assumes that the entity providing such information to RH2 is either the owner of such information or has obtained written authorization from the owner to distribute said information.*

**Provided by City:**

- Attendance at kickoff meeting and alternative review meeting.
- Selection of alternatives to develop to the predesign stage.

**RH2 Deliverables:**

- Up to four (4) figures in electronic PDF.
- Attendance at kickoff and alternative review meetings. Meeting agendas and minutes in electronic PDF.

## Task 2 – Sewer Alternatives Predesign

**Objective:** Perform a predesign analysis of the preferred alternatives for providing service within the study area. Review alignments, site constraints, facility sizing, and potential challenges. Provide a cost breakdown for the preferred alternatives.

### Approach:

- 2.1 Develop flow and equivalent residential unit (ERU) assumptions for existing and future zoning designations within the study area. Review water usage data for customers in the Ohme, 97A, and Olds Station basins to develop baselines for wastewater flows from residential, commercial, and industrial users in the area.
- 2.2 Prepare preliminary sizing calculations for sewer collection system pipes, lift stations, and force mains, if applicable. Prepare figures showing proposed sewer system layout and pipe sizing.
- 2.3 Complete one (1) of the following for each alternative:
  - A. Develop a detailed gravity sewer alignment with approximate depths, major roadway or utility crossings, and other pertinent information to identify challenges with the selected route.
  - B. Develop a preliminary lift station site plan layout. Provide recommended lift station feature identification, sizing, and access considerations.
- 2.4 Prepare updated cost breakdowns for the sewer alternatives to be used for budget-level planning purposes.

### Assumptions:

- *The City will assist with collecting historical water usage data for services in the area from Public Utility District No. 1 of Chelan County (District).*
- *If it is determined during analysis and investigation that slopes, elevations, or sizes of existing sewer components need to be verified by obtaining a survey, such work will require an amendment to this Scope of Work and Fee Estimate.*

### Provided by City:

- Water usage data for services in Ohme, 97A, and Olds Station basins obtained from the District.

### RH2 Deliverables:

- Up to four (4) figures in electronic PDF.
- GIS shapefiles.
- Cost breakdowns for alternatives in electronic PDF.

### Task 3 – Ohme and 97A Basin Stormwater Analysis

**Objective:** Identify and review stormwater challenges within the study area. Provide recommendations of alternatives for accommodating stormwater generated by growth and development. *Unless noted otherwise, Task 3 will be completed by NHC as a subconsultant to RH2.*

**Approach:**

- 3.1 Review existing stormwater data from the City and Chelan County and identify data gaps. After the kickoff meeting, two (2) NHC staff will perform a one (1) day site visit with City staff the following day to observe the existing drainage system, stormwater facilities, and drainage issues, and verify drainage area extents and flow routing.
- 3.2 Develop a SWMM stormwater model of the study area encompassing the existing conveyance system (stormwater mains, major ditches, and catch basins/manholes), major flow control and treatment stormwater facilities, and contributing basins. Confirm with the City preferred hydrologic methods, hydraulic assumptions pertaining to missing elevation data and pipe material information, conveyance system capacity targets, retention/detention storage guidelines for newer development, and future land use assumptions.
- 3.3 Perform stormwater modeling to evaluate existing system deficiencies under current and future (one) land use conditions.
- 3.4 Recommend stormwater improvements:
  - a) Identify conveyance deficiencies under existing and future land use conditions and recommend improvements (e.g., pipe size increases and/or replacements) needed to meet capacity targets;
  - b) Identify areas within the study area lacking flow control and/or water quality treatment and recommend locations where stormwater retrofits should be considered. Develop and evaluate up to three (3) improvement alternatives that address existing water quality and/or flow control deficiencies under current and future land use conditions; and
  - c) Coordinate planning efforts with RH2 to determine where gravity sewer and stormwater collection system layout efforts can be combined. Provide sizing information (pipe diameters/lengths, storage facility volumes, etc.) to RH2 to support development of planning-level cost estimates for conveyance improvements and major stormwater system components for each alternative.
- 3.5 Meet with the City to review existing system limitations and results of alternatives analysis. Identify refinements to alternatives the City would like investigated.
- 3.6 Incorporate refinements identified by the City and finalize modeling.
- 3.7 Prepare a technical memorandum (5 to 10 pages total) documenting the stormwater modeling, existing system deficiencies, and alternatives analysis. Each alternative will include a brief summary of the problem and proposed solution, concept drawing, and RH2-developed planning-level cost estimate. Submit stormwater technical memorandum to RH2 for inclusion

in the final study document. NHC will perform one (1) round of revisions on the technical memorandum in response to City comments.

**Assumptions:**

- *The kickoff and review meetings will be held in person as opposed to virtually. To reduce travel costs, NHC requests that the kickoff meeting and field reconnaissance be held on consecutive days. Time has been budgeted for two (2) NHC staff to attend the two (2) in-person meetings and perform field reconnaissance, plus the associated time for travel.*
- *The City has sparse pertinent stormwater information for the area. Therefore, Chelan County's stormwater system GIS data will need to be requested. Given the limited stormwater infrastructure data available, it is assumed the stormwater model will need to be built from scratch. Additional time has been budgeted for this task.*
- *The stormwater review meeting and sewer alternative review meeting will be two (2) separate meetings.*
- *If it is determined during analysis and investigation that slopes, elevations, or sizes of existing stormwater components need to be verified by obtaining a survey, such work will require an amendment to this Scope of Work and Fee Estimate.*

**Provided by City:**

- Stormwater system GIS data (pipes, ditches, catch basins/manholes, facilities, outfalls).
- Brief synopsis of any pertinent stormwater issues not previously communicated in the Stormwater Comprehensive Plan, provided via electronic PDF map or written description.
- Attendance at review meeting.

**RH2/NHC Deliverables:**

- Compilation of data, findings, figures, cost estimates, and draft content for the draft study in electronic PDF.
- Meeting agenda and minutes for stormwater review meeting in electronic PDF.
- GIS shapefiles and final model files.

**Task 4 – Basin Sewer and Stormwater Study Preparation**

**Objective:** Develop a summary report detailing the findings of the sewer and stormwater analysis.

**Approach:**

- 4.1 Compile data, findings, figures, and cost estimates into a draft study report. Submit draft report to the City for review and comment.
- 4.2 Incorporate City comments and prepare final study report.
- 4.3 Perform internal quality assurance and quality control (QA/QC) of final study report and incorporate review comments.

**Assumptions:**

- *A meeting to review the draft study report findings will not be necessary.*

**Provided by City:**

- Review of draft study report and comments.

**RH2 Deliverables:**

- Draft study report in electronic PDF.
- Final study report in electronic PDF.

**Task 5 – Project Management**

**Objective:** Provide administrative and project management services.

**Approach:**

- 5.1 Establish and maintain project filing system and records.
- 5.2 Provide budget tracking and invoicing, including the preparation, review, and approval of monthly invoices.
- 5.3 Coordinate with NHC team to meet project milestones and prepare draft and final documents for delivery to City.
- 5.4 Meet with City staff monthly to check in on study and obtain feedback on progress. Prepare meeting agendas and minutes. *Assume meetings to occur in May, June, July, and August outside of previously mentioned review meetings in Tasks 1 and 3. RH2 to attend in person, NHC to attend virtually. Assume meetings will last two (2) hours each.*

**Provided by City:**

- Attendance at monthly check-in meetings.

**Provided by RH2:**

- Monthly invoices with detailed information on costs in electronic PDF.
- Agenda and minutes for monthly check-in meetings.

**Project Schedule**

This work is anticipated to take approximately six (6) months from contract authorization to study deliverable. A prospective timeline is shown below:

May 12, 2022 – Service contract executed.

July 15, 2022 – Sewer alternative review meeting.

September 1, 2022 – Stormwater review meeting.

September 30, 2022 – Draft study to City for comments.

October 14, 2022 – Draft study comments back from City.

October 28, 2022 – Final study delivered.

**EXHIBIT B**  
Fee Estimate  
City of Wenatchee  
Ohme Road and Highway 97A  
Basin Sewer and Stormwater Study - PN 2103  
Apr-22

Description	Principal	Project Manager	Project Engineer	Project Accounting	Administrative Support	Total Hours	Total Labor	Sub Cost	Total Subcontractant	Total Expense	Total Cost
<b>Task 1 Sewer Alternatives Analysis</b>											
1.1 Meet with City and NHC for project kickoff	-	39	136	-	1	176	\$ 30,403	\$ -	\$ -	\$ 3,395	\$ 33,798
1.2 Collect available mapping and data	-	4	16	-	-	9	\$ 1,625	\$ -	\$ -	\$ 77	\$ 1,702
1.3 Review contributing basins and prepare figures	-	4	24	-	-	28	\$ 4,776	\$ -	\$ -	\$ 587	\$ 5,363
1.4 Identify trunklines, interceptors, and gravity mains	-	4	24	-	-	28	\$ 4,776	\$ -	\$ -	\$ 587	\$ 5,363
1.5 Perform review of mapping to identify four possible sewer alternatives	-	6	20	-	-	26	\$ 4,508	\$ -	\$ -	\$ 498	\$ 5,006
1.6 Investigate various design, construction, and operational considerations of alternatives	-	6	16	-	-	22	\$ 3,844	\$ -	\$ -	\$ 399	\$ 4,243
1.7 Prepare four figures to compare alternatives	-	6	28	-	-	34	\$ 5,836	\$ -	\$ -	\$ 696	\$ 6,532
1.8 Meet with City to review and discuss alternatives	-	3	6	-	-	9	\$ 1,590	\$ -	\$ -	\$ 163	\$ 1,753
<b>Task 2 Sewer Alternatives Pre-design</b>											
2.1 Develop flow and ERU assumptions and review water usage data for existing customers	-	4	16	-	-	20	\$ 3,448	\$ -	\$ -	\$ 389	\$ 3,837
2.2 Prepare preliminary sizing calculations for collection system and lift stations	-	4	46	-	-	50	\$ 8,428	\$ -	\$ -	\$ 1,091	\$ 9,519
2.3 Complete detailed gravity alignment or preliminary lift station site plan for each alternative	-	12	50	-	-	62	\$ 10,676	\$ -	\$ -	\$ 1,229	\$ 11,905
2.4 Prepare updated cost breakdowns for each sewer alternative	-	4	20	-	-	24	\$ 4,112	\$ -	\$ -	\$ 488	\$ 4,600
<b>Task 3 Ohme and 97A Basin Stormwater Analysis</b>											
3.1 Review existing data and perform on-site evaluation	-	8	16	-	-	24	\$ 4,240	\$ 49,670	\$ 53,644	\$ 414	\$ 58,298
3.2 Develop SWMM model of existing conveyance system	-	-	-	-	-	-	\$ -	\$ 10,915	\$ 11,788	\$ -	\$ 11,788
3.3 Perform stormwater modeling to evaluate deficiencies	-	-	-	-	-	-	\$ -	\$ 9,650	\$ 10,422	\$ -	\$ 10,422
3.4 Recommend stormwater improvements	-	4	16	-	-	20	\$ 3,448	\$ 7,030	\$ 7,592	\$ 389	\$ 7,981
3.5 Meet with City to review analysis	-	4	4	-	-	4	\$ 792	\$ 4,205	\$ 4,541	\$ 26	\$ 5,359
3.6 Incorporate refinements identified by City	-	-	-	-	-	-	\$ -	\$ 560	\$ 605	\$ -	\$ 605
3.7 Prepare technical memorandum for incorporation into study	-	-	-	-	-	-	\$ -	\$ 9,880	\$ 10,670	\$ -	\$ 10,670
<b>Task 4 Basin Sewer and Stormwater Study Preparation</b>											
4.1 Compile data, findings, figures, and costs into draft study report	-	4	20	-	4	28	\$ 4,532	\$ -	\$ -	\$ 498	\$ 5,030
4.2 Incorporate City comments and prepare final study document	-	2	8	-	4	14	\$ 2,144	\$ -	\$ -	\$ 261	\$ 2,405
4.3 Perform internal QA/QC and incorporate comments	3	1	6	-	2	12	\$ 2,160	\$ -	\$ -	\$ 164	\$ 2,324
<b>Task 5 Project Management</b>											
5.1 Establish and maintain filing system	-	26	22	3	1	52	\$ 9,346	\$ 3,610	\$ 3,899	\$ 783	\$ 14,028
5.2 Provide budget tracking and invoicing	-	2	4	-	1	7	\$ 1,165	\$ -	\$ -	\$ 112	\$ 1,277
5.3 Coordinate with NHC for project milestones and preparation of documents	-	6	2	3	-	9	\$ 1,629	\$ -	\$ -	\$ 45	\$ 1,674
5.4 Meet with City staff monthly	-	12	16	-	-	28	\$ 5,032	\$ 3,610	\$ 3,899	\$ 561	\$ 9,492
<b>PROJECT TOTAL</b>	<b>3</b>	<b>104</b>	<b>340</b>	<b>3</b>	<b>12</b>	<b>462</b>	<b>\$ 79,489</b>	<b>\$ 53,280</b>	<b>\$ 57,542</b>	<b>\$ 8,712</b>	<b>\$ 145,744</b>





## CITY COUNCIL AGENDA REPORT

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

**FROM:** Matt Parsons, Senior Planner  
Community Development Department

**MEETING DATE:** May 12, 2022

---

**I. SUBJECT**

Jacoby Ten Percent (10%) Annexation Petition for review, adjustment, approval, or denial. The proposed annexation area is located on the south side of Maple St, east of Pershing St.

**II. ACTION REQUESTED**

The City Council to pass a motion to:

- a. Accept, reject or geographically modify the proposed annexation boundary;
- b. Adopt the proposed zoning regulation; and
- c. Assume all or any portion of existing city indebtedness by the annexation area

**Additional Detail:**

If the legislative body requires the adoption of a proposed zoning regulation and/or the assumption of all or any portion of indebtedness as condition to annexation, it is to record this action in its minutes.

Council acceptance is a condition precedent to circulation of the petition. There is no appeal from the council decision.

**Draft motion:**

Motion to approve the annexation boundary as proposed by staff in response to the ten percent (10%) annexation petition for property located in an unincorporated area south of Maple Street and east of Pershing St, to require the adoption of the proposed zoning regulations as it is set forth in the comprehensive plan of the city, and to require the assumption of existing indebtedness of the city by the area to be annexed.

**III. OVERVIEW**

On March 9, 2022 the city received a "10% Petition" for annexation from Ed and Julie Jacoby for their property at 1425 Maple St. The signatures on the 10% petition represent 100% of the assessed value of the proposed annexation area. The adjacent Maple Street right-of-way is already within city limits. The total area of the boundary is 2.48 acres and the current zoning is Residential High (RH) for the whole area and Mixed Residential Corridor overlay (MRC) for the area within 200ft of the Maple St right-of-way. The total assessed value is less than \$2 million and the area is less than 10 acres which puts this annexation in a favorable position with regard to the Chelan County Boundary Review Board's decision of whether or

not to review the proposal per RCW36.93.110.

Staff analyzed the possibility of including other parcels in the proposed annexation but due to the alignment of adjacent parcels only certain scenarios were considered. Certain combinations of parcels would bisect the current “island” of unincorporated territory. The two scenarios staff analyzed included the following:



Neither of the above combinations of parcels would be expected to produce a sufficient petition as determined in RCW 35A.14.120. Staff does not recommend creating a boundary combining 1425 Maple St with 1309, 1311, or 1315 Pershing St as these combinations would split the existing “island” in two pieces.

The process and standards for the particular annexation method being utilized are defined in RCW35A.14.120-150.

#### **IV. FISCAL IMPACT**

The fiscal impact of this proposal has not been analyzed.

#### **V. PROPOSED PROJECT SCHEDULE**

A summary of the process going forward is outlined below:

- If the council chooses to allow this annexation to move forward, staff will create a petition and provide it to the applicant for circulation.
- Once staff receives the petition back from the applicant, it will be transmitted to the Chelan County Assessor’s office for a determination of sufficiency.
- If the Assessor’s office certifies the petition as sufficient then staff will bring a resolution to the city council setting a public hearing date and directing staff to provide appropriate notice to the public.
- A public hearing will be held and after that the council will have an opportunity to pass a resolution providing for a Notice of Intent to be submitted to the Chelan County Boundary Review Board (BRB).
- Staff would transmit the Notice of Intent to the BRB.
- Staff transmits a Notice of Intent to the BRB soon after the passage of the resolution.
- BRB process: Due to the fact that the total assessed value of the proposed area is less than \$2 million and less than 10 acres, the BRB Chairman may choose to declare that review is not necessary and allow it to proceed without the 45-day waiting period. If the 45-day waiting period passes and review has not been waived by the Chairman of the BRB (under RCW36.93.110) and jurisdiction has not been invoked (under RCW36.93.100) the application will be deemed approved. If jurisdiction is invoked under RCW36.93.100, a public hearing will be scheduled, noticed, and held in accordance with RCW36.93.160. The BRB would then have the option to approve the proposal, approve it in a modified form, or deny it.

- If the BRB declines to review the application, jurisdiction is not invoked, the BRB approves the proposed boundary, or the BRB approves a modified version of the same, the City Council will then have the authority to adopt an ordinance for annexation of the area approved by the BRB.
- The effective date is typically described in the ordinance as being 60 days after publication of the ordinance and notification to agencies and utility providers.

**VI. REFERENCE(S)**

1. 10% Petition
2. Map of boundary proposed by staff

**VII. ADMINISTRATIVE ROUTING**

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



**CITY OF WENATCHEE**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**PLANNING DIVISION**  
1350 McKITTRICK STREET  
PO BOX 519, WENATCHEE, WA 98807-0519  
Phone: (509) 888-3256 Fax: (509) 888-3201

**PETITION TO ANNEX REVIEW APPLICATION -- \$250 FEE**

PAID: \$ 250.00 PAYMENT #: 6989 RECEIPT #: P22-00006  
CITY OF WENATCHEE  
DATE STAMP: MAR 09 2022 FILE #: ANNEX - 22 - 01  
Year Numerical Order

Applicant Name (First/Last): Ed and Julie Jacoby Date: March 10<sup>th</sup>, 2022  
(360) 840-3429 cell - Ed Spinner@nwi.net  
Applicant Phone: (360) 333-1685 cell - Julie Applicant Email: OK3wire@nwi.net  
Applicant Address: 1425 maple street, wenatchee

PROPOSED ANNEXATION AREA:

Address: 1425 maple street, wenatchee

Parcel Number(s): 232033310900

Additional Identifying Information: 2.5 acres on maple st, facing the WSD maintenance facility and near Foothills middle school.

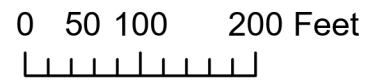
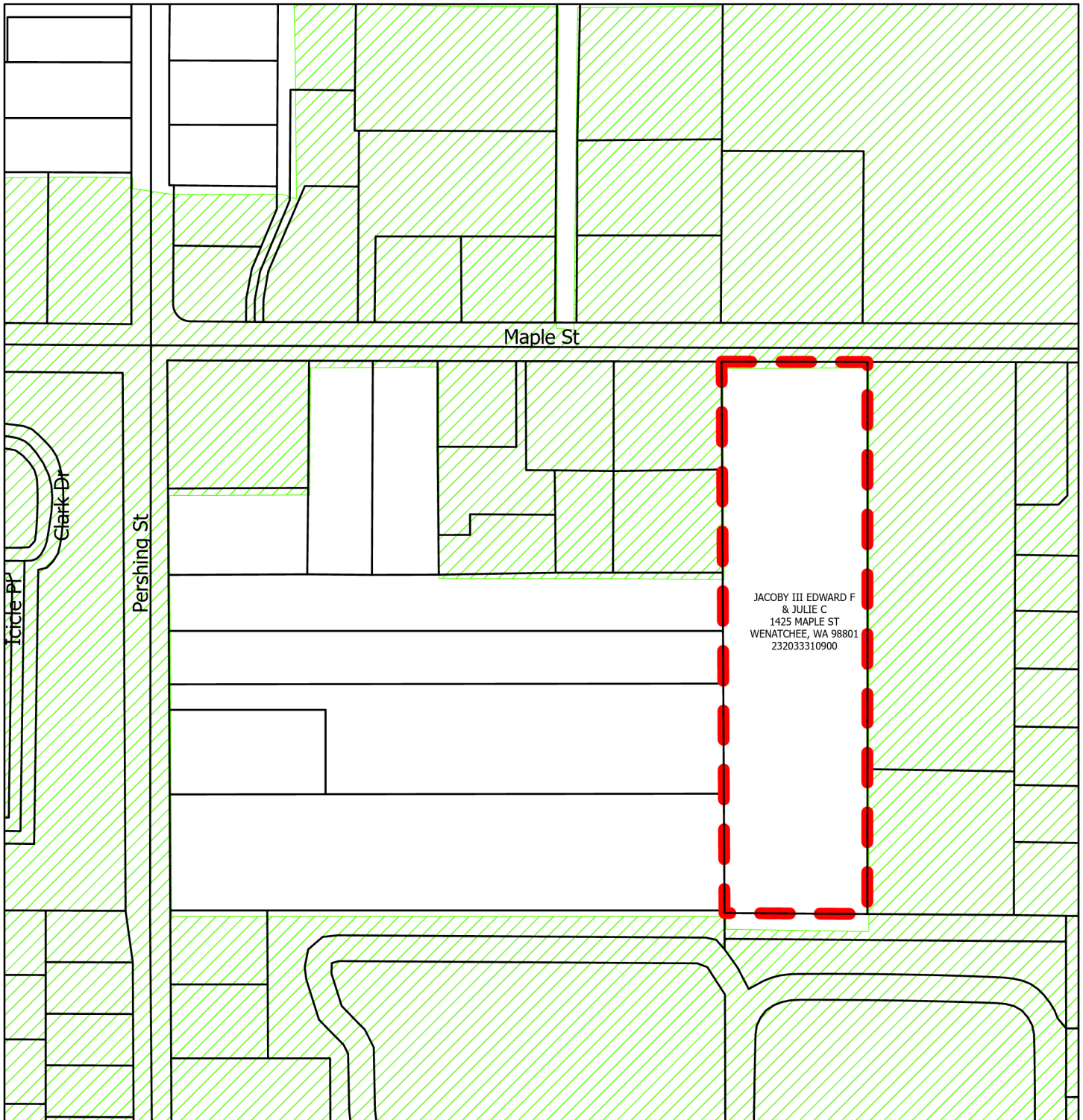
TEN PERCENT CERTIFICATION

The undersigned, constituting not less than 10% in value according to the assessed valuation for general taxation of property described in the attached exhibit, incorporated herein by reference, hereby notify the Wenatchee City Council of the undersigned's intention to commence annexation proceedings. The undersigned requests that the City Council of the City of Wenatchee set a date for a meeting with the undersigned party(ies) to determine whether the City of Wenatchee will accept the proposed annexation and whether it will require the assumption of existing indebtedness by the area to be annexed and/or the adoption of a proposed zoning regulation.




**WARNING:** Every person who signs this petition with any other than their true name, or who knowingly signs more than one of these petitions, or signs a petition when they are otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

	Name	Address	Signature	Date
1.	Julie Jacoby	1425 maple st wenatchee	Julie Jacoby	3-10-2022
2.	Ed JACOBY	1425 maple st, Wenatchee	Ed Jacoby	3-10-2022
3.				
4.				

# Jacoby Annexation Proposed Boundary



## Legend

-  Proposed Boundary
-  Parcels
-  City limits

-  Urban Growth Area
-  Streets





## CITY COUNCIL AGENDA REPORT

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

**FROM:** Matt Parsons, Senior Planner  
Community Development

**MEETING DATE:** May 12, 2022

---

**I. SUBJECT**

Proposed amendments to Chapter 10.10 of the Wenatchee City Code.

**II. ACTION REQUESTED**

Motion requested for the City Council to adopt Ordinance No 2022-08.

**III. OVERVIEW**

On April 20, 2022, the City of Wenatchee Planning Commission passed two unanimous motions regarding proposed amendments to Chapter 10.10 of the Wenatchee City Code. The amendments depicted in Ordinance 2022-08 reflect the set of amendments the Planning Commission recommends for approval.

Attached to this agenda report is a public comment that was submitted on April 20.

More information about the proposed amendments can be found in the staff report.

**IV. FISCAL IMPACT**

Fiscal impact has not been analyzed.

**VI. REFERENCE(S)**

1. Staff report
2. Ordinance 2022-08
3. Public Comment received 4/20/2022

**VII. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Laura Merrill, Executive Services Director  
Brad Posenjak, Finance Director  
Glen DeVries, Community Development Director

**TO: City of Wenatchee Planning Commission**  
**FROM: City of Wenatchee Community Development Staff**  
**DATE: April 13, 2022**  
**RE: Staff Report – Limited amendments to Chapter 10.10 Wenatchee City Code.**

## **I. REQUESTED ACTIONS**

Conduct a public hearing and formulate a recommendation to the City Council on the proposed amendments to Section 10.10.020 District Use Chart of the Wenatchee City Code related to the following land uses, “Duplex”, “Patio Homes”, “Live-work dwellings”, “Home occupation, mailing address only”.

## **II. ENVIRONMENTAL REVIEW**

The City of Wenatchee has determined the proposed amendments to the Wenatchee City Code will not have probable significant adverse impacts on the environment. The City of Wenatchee has issued a determination of non-significance (DNS). Notice of the environmental determination for the proposed amendments was made on March 24, 2022.

## **III. PUBLIC PROCESS**

- The Planning Commission conducted a workshop on March 16, 2022.
- The proposed amendments, environmental documents, and meeting information (including public hearings) have been posted on the City of Wenatchee website during the public comment and environmental review periods.
- Notice of the proposed amendments, environmental determination, and public hearing information was published in the Wenatchee World Newspaper on March 26, 2022.
- Notice of the proposed amendments was sent to the Department of Ecology SEPA Register on March 24, 2022. Additional notice was provided to local and regional agencies for the review and comment period/environmental determinations.
- Formal notice was provided to the Washington State Department of Commerce of the intent to adopt the proposed amendments with a request for expedited review on March 24, 2022. Expedited review was granted on April 7, 2022.
- On April 20, 2022, the City of Wenatchee Planning Commission conducted an advertised public hearing on the proposed amendments.

## **IV. AGENCY AND PUBLIC COMMENTS:**

As of the date of this staff report, no comments have been received.

## **V. PROJECT ANALYSIS**

An analysis, summary, and recommendations for the proposed amendments is provided below. Please refer to Exhibit A for the proposed amendments. Suggested findings of fact and conclusions of law applicable to the proposals are included at the end of the staff report.

**A. Amendments to Section 10.10.020 District Use Chart of the Wenatchee City Code related to the following land uses, “Duplex”, “Patio Homes”, “Live-work dwellings”, “Home occupation, mailing address only”**

- Duplexes and patio homes: At the request of the mayor’s office, the Planning Division has been asked to look at whether or not duplexes in the Waterfront Mixed-Use District’s Residential-Recreation Overlay (RRO) are consistent with the comprehensive plan and the Waterfront Sub-Area Plan. Currently the WMU and RRO allows for new residential development in the form of townhomes and multifamily. Definitions of “Townhouse” and “Dwelling, multifamily” are included below:
  - [WCC10.08.135](#) Definitions “T”: “Townhouse” means a row of at least three attached housing units, constructed to a townhouse standard per International Residential Code (IRC) R302 as amended. Each unit has its own front access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more common walls. Townhouse design standards are set forth in WCC [10.47.130](#).
  - [WCC10.08.055](#) Definitions “D”: “Dwelling, multifamily” means three or more attached residential dwelling units on one lot or parcel. Multifamily developments are subject to the provisions of WCC [10.47.150](#).

The RRO and the WMU have their origin in the [Waterfront Subarea Plan](#) which has been adopted as part of the [Comprehensive Plan](#). The plan envisions the RRO as a neighborhood encouraging new low-rise residential uses and mixed-use development with an emphasis on residential and recreational facilities. The land use chart on page 9 of the plan identifies uses and provides a general description. The chart describes residential as multi-family but doesn’t define what constitutes multi-family.

The text of the plan does not list specific housing types except for the term “multi-family” and doesn’t address the scale of development (building height, massing, etc) except for the term “low-rise residential uses” in regard to the RRO. The use of the term “low-rise residential uses” is unique in the plan to the RRO and is not defined. The renderings provided in the Waterfront Plan do indicate a general scale of development that is intended in this area and the adopted code in Title 10 WCC limits residential development to multifamily and townhomes.



The dimensional standards for WMU are found in [WCC10.46.030](#) and for PO and RRO in [WCC10.46.050](#). The intensity of urban development, in the WMU, is established with the high building heights and the lack of setbacks. The RRO is less intense, with a 60 ft building height (originally 4 stories when first adopted) rather than 90ft (6 stories and 90ft when first adopted) in the WMU and PO. In the WMU and its' overlays, there is not a minimum density described in the subarea plan or comprehensive plan but the combination of pictures and text set the vision and projected intensity of future development that was intended.

The RRO is 7.68 acres in size including the right-of-way for River Park Ave. This is a small portion of the WMU zoning district and an even smaller portion of the city as a whole. The divided ownership of the land in the RRO should be acknowledged as an important factor when considering when types of development can reasonably be achieved in this area. The underlying plat for most of the RRO is River Park Addition (AFN 121469) which includes a series of 0.39 acre lots. Redevelopment in the RRO to this point has occurred on a single subdivided divided lot as well as multiple lots combined for a larger development. The developments of combined lots have involved townhouses built at 15-17 units per acre (density calculated per WCC10.46.110). Another project is located on a single lot (later divided in two) at 11 units per acre. The nature of the divided ownership and existing structures do provide some challenge in achieving the intensity of development envisioned for the RRO in the Waterfront Subarea Plan.

Below are two relevant policies from the Waterfront Subarea plan that are also found in the Wenatchee Urban Area Comprehensive Plan with some discussion of each:

- A policy on page 3 of the Waterfront Subarea Plan and Goal 9 Policy 1 in the Land Use Element of the [Wenatchee Urban Area Comprehensive Plan](#) reads as follows: “Create a series of development nodes or focal points along the waterfront – each with a different type of setting, different mix of land uses, design emphasis, and park improvements.” The RRO is supposed to be one of those unique “nodes” and it seems clear that a slightly lower intensity of development was intended.
- A policy on page 3 of the Waterfront Subarea Plan and Goal 9 Policy 2 in the Land Use Element of the [Wenatchee Urban Area Comprehensive Plan](#) reads as follows: “Provide a variety of housing types on the waterfront to increase pedestrian activity and vitality, increase the market for area businesses, and accommodate a significant share of the city’s projected population growth”. Since the waterfront is meant to accommodate “a

significant share of the city's projected population growth", allowing a lower density housing type, even in a small area, hinders that objective.

The Waterfront Subarea Plan was first adopted by the council under Resolution 2004-05 but was not made a part of the comprehensive plan until the passage of Ordinance 2007-07. The corresponding zoning code and map was adopted under Ordinance 2007-34. The definition of " Dwelling, multi-family" found in that ordinance's version of WCC10.08.055 was "a residential structure containing three or more dwelling units."

The District Use Chart on page 35 of Ordinance 2007-34's Exhibit A determines what uses were allowed at that time. A duplex was not permitted but a "1-2 unit dwelling" was permitted if not occupying grade level commercial street frontage. While this housing type was undefined, the intent appears to authorize up to a two-unit residential structure that did not occupy grade level commercial street frontage in the RRO. This housing type was removed from the zoning code with the housing code updates in 2019. Duplex and patio homes were not added to the RRO at that time.

Staff's assessment of the proposal to allow duplex housing units in only the limited geographic area of the RRO is that it is not inconsistent with the Wenatchee Urban Area Comprehensive Plan or the Waterfront Subarea Plan. The proposal is consistent with the 2007 ordinance that allowed the 1-2 Unit housing type as well as the goals and policies of the subarea plan and the comprehensive plan to allow for a variety of housing types in unique nodes in the waterfront zones. While the current range of housing allowed in the RRO is consistent with the subarea plan, the addition of duplexes in this limited geographic area also supports the goals and policies of these plans.

- Live-work dwellings: Currently, the residential use type "Live-work dwelling" is permitted in WMU but not the PO or RRO overlays. Both Riverside 9 and the Pierre Street Apartments are located in the PO and were built with live-work dwellings but when it was established as an actual use with the housing code update, was not listed as permitted in the PO or RRO. There is an important distinction between a home occupation (including home occupation, mailing address only), live-work dwelling, and a regular commercial space. A home occupation involves a limited commercial use that does not involve modifications to the structure. There are specific limitations on the commercial uses that can qualify as a home occupation and specific use standards all described in WCC10.48.090 and 100. A live-work dwelling is defined as "a dwelling unit designed to accommodate a small commercial enterprise on the ground floor and

a residential unit above and/or behind. See WCC 10.47.140 for applicable standards.” A full-scale commercial operation is permitted in the commercial space in accordance with WCC10.10 District Use Chart and all other applicable standards. A regular commercial space is not connected to a dwelling unit even if it may be in a mixed-use building. Staff is proposing a change to include Live-work dwellings as a permitted use in the PO and RRO overlays. This proposal is supported by a number of policies related to economic development including the following:

- GOAL ED 4 of the Wenatchee Urban Area Comprehensive Plan reads as follows: “ENTREPRENEURIAL SUPPORT - Foster the development of an environment that supports small business and the creative class.”
- GOAL ED 4 Policy 7 of the Wenatchee Urban Area Comprehensive Plan reads as follows: “Support the development of alternative business locations, including incubator spaces and MAKER space that would create opportunities for the creative industry to thrive.”
- A policy on page 3 of the Waterfront Subarea Plan and Goal 9 Policy 1 in the Land Use Element of the [Wenatchee Urban Area Comprehensive Plan](#) reads as follows: “Create a series of development nodes or focal points along the waterfront – each with a different type of setting, different mix of land uses, design emphasis, and park improvements.”
- A policy on page 3 of the Waterfront Subarea Plan and Goal 9 Policy 2 in the Land Use Element of the [Wenatchee Urban Area Comprehensive Plan](#) reads as follows: “Provide a variety of housing types on the waterfront to increase pedestrian activity and vitality, increase the market for area businesses, and accommodate a significant share of the city’s projected population growth”.

Staff believes the proposed code amendment creates additional options for economic activity in a way that supports and aligns with the Comprehensive Plan.

- Home occupation, mailing address only: Under current code, a home occupation and home occupation mailing address only business license would not be issued in certain commercial and mixed-use districts despite various residential housing types being permitted. Staff is proposing that “home occupation mailing address only” be permitted in all zoning districts where residential uses are permitted. The distinction between “home occupation” and “home occupation, mailing address only” is described in WCC10.48.090 and 100 and one important aspect is that that the “mailing address only” variety does not involve customers or employees coming to the residence. In these districts where we would only allow “home occupation, mailing address only” an applicant would need to find or convert a commercial space suitable for their business if they want to have customers come to their place of business. Home occupation, mailing address only businesses are very limited in the scale of their operations as defined in

WCC10.48.090 including a prohibition on outside employees and dispatching businesses from the home. This proposal is supported by a number of policies related to economic development including the following:

- GOAL ED 4 of the Wenatchee Urban Area Comprehensive Plan reads as follows: “ENTREPRENEURIAL SUPPORT - Foster the development of an environment that supports small business and the creative class.”
- GOAL ED 4 Policy 7 of the Wenatchee Urban Area Comprehensive Plan reads as follows: “Support the development of alternative business locations, including incubator spaces and MAKER space that would create opportunities for the creative industry to thrive.”

Staff believes the proposed code amendment creates additional options for economic activity in a way that supports and aligns with the Comprehensive Plan.

Staff recommends **Approval** of the proposed amendments relating to the land uses “Live-work dwellings” and “Home-occupation, mailing address only” found in Chapter 10.10 of the Wenatchee City Code based upon the suggested findings of fact and conclusions of law enclosed at the conclusion of the staff report.

Should the planning commission find that the proposal to allow duplexes and patio homes in the RRO is consistent with the comprehensive plan and the Waterfront Subareas plan, planning staff has provided findings of facts and conclusions of law that would support the proposed amendment to Chapter 10.10 of the Wenatchee City Code.

## **SUGGESTED FINDINGS OF FACT AND CONCLUSIONS OF LAW**

### Suggested Findings of Fact:

#### General (applicable to all proposals in this staff report)

1. The City of Wenatchee has adopted the Wenatchee Urban Area Comprehensive Plan and a series of sub-area comprehensive plans pursuant to the Growth Management Act (GMA), RCW Chapter 36.70A, which cover the Wenatchee Urban Growth Area and all incorporated areas within the City of Wenatchee, that have been found to be consistent with each other and with the adopted GMA plans of the adjoining jurisdictions.
2. The City of Wenatchee Planning Commission is responsible for long range planning matters and providing implementation recommendations to assure compliance with the Growth Management Act for the City of Wenatchee Urban Growth Area in coordination with Chelan County and within the incorporated boundaries of the City of Wenatchee. These measures include updates and amendments to the comprehensive plan; development regulations, environmental regulations, and any other rules, actions or regulations deemed necessary to implement the Growth Management Act.
3. RCW Chapters 36.70 and 36.70A authorize the adoption of development regulations.

4. The Planning Commission conducted a workshop on March 16, 2022.
5. The City of Wenatchee issued a determination of non-significance on March 24, 2022 and provided copies of the environmental documents to the Department of Ecology SEPA Register for the amendments on the same day. Notice was also provided to local and regional agencies for the review and comment periods/environmental determinations.
6. Notice of the public expedited review and comment period, environmental determination, and public hearing dates were published in the Wenatchee World on March 26, 2022.
7. On March 24, 2022 the City of Wenatchee and Chelan County provided joint notice to the Washington State Department of Commerce of the intent to adopt amendments to the Wenatchee City Code with a request for expedited review. Expedited review was granted on April 7, 2022.
8. The amendments, environmental documents, and meeting information have been posted on the City of Wenatchee website during the public comment and environmental review periods.
9. The Waterfront Subarea Plan was first adopted under Resolution 2004-05 and later made a part of the Wenatchee Urban Area Comprehensive Plan under Ordinance 2007-07.
10. The land uses called “duplex” and “patio homes” are not currently permitted in the Recreation/Residential Overlay (RRO) as depicted in Chapter 10.10 of the Wenatchee City Code.
11. Goal 9 Policy 1 in the Land Use Element of the Wenatchee Urban Area Comprehensive Plan reads as follows: “Create a series of development nodes or focal points along the waterfront – each with a different type of setting, different mix of land uses, design emphasis, and park improvements.”
12. Goal 9 Policy 2 in the Land Use Element of the Wenatchee Urban Area Comprehensive Plan reads as follows: “Provide a variety of housing types on the waterfront to increase pedestrian activity and vitality, increase the market for area businesses, and accommodate a significant share of the city’s projected population growth”.
13. A policy in the Waterfront Subarea Plan is: “Create a series of development nodes or focal points along the waterfront – each with a different type of setting, different mix of land uses, design emphasis, and park improvements. Specifically: ... Encourage the development of a variety of housing types in the North End. ...”
14. A policy in the Waterfront Subarea Plan is: “Provide a variety of housing types on the waterfront to increase pedestrian activity and vitality, increase the market for area

businesses, and accommodate a significant share of the city's projected population growth over the next two decades.”

15. Page 9 of the Waterfront Subarea Plan includes a use chart and residential is listed as an intended use in the Residential + Recreation Overlay. Residential is defined as “multi-family residential uses”.
16. GOAL ED 4 of the Wenatchee Urban Area Comprehensive Plan reads as follows: “ENTREPRENEURIAL SUPPORT - Foster the development of an environment that supports small business and the creative class.”
17. GOAL ED 4 Policy 7 of the Wenatchee Urban Area Comprehensive Plan reads as follows: “Support the development of alternative business locations, including incubator spaces and MAKER space that would create opportunities for the creative industry to thrive.”
18. On April 20, 2022, the City of Wenatchee Planning Commission conducted an advertised public hearing. The Planning Commission entered into the record the files on this amendment, accepted public testimony, and deliberated the merits of the proposal.
19. The City of Wenatchee Planning Commission has reviewed the entire record and public testimony as it relates to the proposed amendments to the Wenatchee City Code and the Wenatchee Urban Area Comprehensive Plan.

#### Suggested Conclusions of Law:

1. The procedural and substantive requirements of the State Environmental Policy Act have been complied with.
2. The procedural requirements of RCW 36.70A have been complied with.
3. The proposed amendments are consistent with the Chelan County Countywide Planning Policies and the City of Wenatchee Urban Area Comprehensive Plan.
4. The proposed amendments are consistent with the requirements of Revised Code of Washington, and the Washington Administrative Code.
5. The proposed amendments have been reviewed and processed in accordance with the requirements of Title 10 Zoning, Title 12 Environmental Protection, and Title 13 Administration of Development Regulations of the City of Wenatchee Code.

#### Attachments

Exhibit A: Proposed Amendments to Chapter 10.10 of the Wenatchee City Code

## **ORDINANCE NO. 2022-08**

**AN ORDINANCE**, amending Wenatchee City Code (WCC) Title 10 Zoning.

**WHEREAS**, the general purposes of the zoning code are identified in WCC 10.04.020 as follows: “The general purposes of this title are to promote the public health, safety, and general welfare; to assist in the implementation of the Wenatchee urban area comprehensive plan; to comply with the Growth Management Act; and to comply with the provisions and objectives of Chapter 44, Laws of Washington, 1935, as amended, and Chapter 17, Laws of 1990, First Extraordinary Session, as amended. In accordance with Chapter 35A.63 RCW, all territory within the corporate limits of the city of Wenatchee shall be classified according to the districts set out in WCC 10.06.015”; and

**WHEREAS**, the proposed updates to WCC Title 10 Zoning are in furtherance of the above-stated purposes.

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

### **SECTION I**

The following findings of fact are adopted in support of this Ordinance.

Any finding of fact that is more appropriately deemed a conclusion of law shall be a conclusion of law.

#### **Findings of Fact:**

1. The City of Wenatchee has adopted the Wenatchee Urban Area Comprehensive Plan and a series of sub-area comprehensive plans pursuant to the Growth Management Act (GMA), RCW Chapter 36.70A, which cover the Wenatchee Urban Growth Area and all incorporated areas within the City of Wenatchee, that have been found to be consistent with each other and with the adopted GMA plans of the adjoining jurisdictions.
2. The City of Wenatchee Planning Commission is responsible for long range planning matters and providing implementation recommendations to assure compliance with the

- Growth Management Act for the City of Wenatchee Urban Growth Area in coordination with Chelan County and within the incorporated boundaries of the City of Wenatchee. These measures include updates and amendments to the comprehensive plan; development regulations, environmental regulations, and any other rules, actions or regulations deemed necessary to implement the Growth Management Act.
3. RCW Chapters 36.70 and 36.70A authorize the adoption of development regulations.
  4. The Planning Commission conducted a workshop on March 16, 2022.
  5. The City of Wenatchee issued a determination of non-significance on March 24, 2022 and provided copies of the environmental documents to the Department of Ecology SEPA Register for the amendments on the same day. Notice was also provided to local and regional agencies for the review and comment periods/environmental determinations.
  6. Notice of the public expedited review and comment period, environmental determination, and public hearing dates were published in the Wenatchee World on March 26, 2022.
  7. On March 24, 2022 the City of Wenatchee and Chelan County provided joint notice to the Washington State Department of Commerce of the intent to adopt amendments to the Wenatchee City Code with a request for expedited review. Expedited review was granted on April 7, 2022.
  8. The amendments, environmental documents, and meeting information have been posted on the City of Wenatchee website during the public comment and environmental review periods.
  9. The Waterfront Subarea Plan was first adopted under Resolution 2004-05 and later made a part of the Wenatchee Urban Area Comprehensive Plan under Ordinance 2007-07.
  10. The land uses called “duplex” and “patio homes” are not currently permitted in the Recreation/Residential Overlay (RRO) as depicted in Chapter 10.10 of the Wenatchee City Code.
  11. Goal 9 Policy 1 in the Land Use Element of the Wenatchee Urban Area Comprehensive Plan reads as follows: “Create a series of development nodes or focal points along the waterfront – each with a different type of setting, different mix of land uses, design emphasis, and park improvements.”
  12. Goal 9 Policy 2 in the Land Use Element of the Wenatchee Urban Area Comprehensive Plan reads as follows: “Provide a variety of housing types on the waterfront to increase pedestrian activity and vitality, increase the market for area businesses, and accommodate a significant share of the city’s projected population growth”.
  13. A policy in the Waterfront Subarea Plan is: “Create a series of development nodes or focal points along the waterfront – each with a different type of setting, different mix of land uses, design emphasis, and park improvements. Specifically: ... Encourage the development of a variety of housing types in the North End. ...”
  14. A policy in the Waterfront Subarea Plan is: “Provide a variety of housing types on the waterfront to increase pedestrian activity and vitality, increase the market for area businesses, and accommodate a significant share of the city’s projected population growth over the next two decades.”
  15. Page 9 of the Waterfront Subarea Plan includes a use chart and residential is listed as an intended use in the Residential + Recreation Overlay. Residential is defined as “multi-family residential uses”.



16. GOAL ED 4 of the Wenatchee Urban Area Comprehensive Plan reads as follows: “ENTREPRENEURIAL SUPPORT - Foster the development of an environment that supports small business and the creative class.”
17. GOAL ED 4 Policy 7 of the Wenatchee Urban Area Comprehensive Plan reads as follows: “Support the development of alternative business locations, including incubator spaces and MAKER space that would create opportunities for the creative industry to thrive.”
18. On April 20, 2022, the City of Wenatchee Planning Commission conducted an advertised public hearing. The Planning Commission entered into the record the files on this amendment, accepted public testimony, and deliberated the merits of the proposal.
19. The City of Wenatchee Planning Commission has reviewed the entire record and public testimony as it relates to the proposed amendments to the Wenatchee City Code and the Wenatchee Urban Area Comprehensive Plan.

## **SECTION II**

The following conclusions of law are adopted in support of this Ordinance.

Any conclusion of law that is more appropriately deemed a finding of fact shall be a finding of fact.

### Conclusions of Law:

1. The procedural and substantive requirements of the State Environmental Policy Act have been complied with.
2. The procedural requirements of RCW 36.70A have been complied with.
3. The proposed amendments are consistent with the Chelan County Countywide Planning Policies and the City of Wenatchee Urban Area Comprehensive Plan.
4. The proposed amendments are consistent with the requirements of Revised Code of Washington, and the Washington Administrative Code.
5. The proposed amendments have been reviewed and processed in accordance with the requirements of Title 10 Zoning, Title 12 Environmental Protection, and Title 13 Administration of Development Regulations of the City of Wenatchee Code.

## **SECTION III**

Title 10 WCC Zoning shall be and hereby is amended in part as set forth on Exhibit “A” attached hereto and incorporated herein by this reference.

## **SECTION IV**

If any section, subsection, sentence, clause or phrase of this Ordinance is declared or judged by a court of competent jurisdiction to be invalid or unconstitutional, such

adjudication shall in no manner affect the remaining portions of this Ordinance which shall be in full force and effect as if said section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part hereof.

**SECTION V**

This ordinance shall take effect thirty (30) days from and after approval and publication as provided by law.

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

**EXHIBIT “A”**

**10.10.020 District use chart.**

The use chart located on the following pages is made a part of this section. The following acronyms have the following meanings, as used in the use chart that is part of this section:

District Use Chart																				
P = Permitted use P1 = Permitted, not to occupy grade level commercial street frontage AU = Accessory use C = Conditional use C1 = Conditional use, not to occupy grade level commercial street frontage ~ = Prohibited use M = Permitted use in a corridor mixed use project within the MRC overlay																				
Uses	Commercial Districts						Mixed Use Districts				Residential Districts				Overlay Zones					
	CBD	NWBD	SWBD	CN	CD	I	WMU	OMU	RMU	RF	RS	RL	RM	RH	HEO	CSO	MRC	IO	PO	RRO
<b>Residential</b>																				
Duplex (WCC <a href="#">10.47.100</a> )	~	P <sub>10</sub>	P <sub>10</sub>	P <sub>10</sub>	~	~	~	P	P	P	P	P	P	P	~	~	P	~	~	~P
Patio homes (WCC <a href="#">10.47.110</a> )	~	~	~	~	~	~	~	~	P	P	P	P	P	P	~	~	P	~	~	~P
Live-work dwellings (WCC <a href="#">10.47.140</a> )	~	P	P	P	~	~	P	P	P	~	~	~	~	~	P	P	P	~	~P	~P
Home occupation, mailing address only (WCC <a href="#">10.48.090</a> )	P~	P~	P~	P~	~P	~	~P	P	P	P	P	P	P	P	P~	~P	P	~	~P	P

**From:** [Stephen Neuenschwander](#)  
**To:** [Matthew Parsons](#)  
**Subject:** FW: Code Amendments for Duplexes  
**Date:** Wednesday, April 20, 2022 4:37:19 PM

---

---

**From:** Lilith Vespier <lilith.vespier@gmail.com>  
**Sent:** Tuesday, April 19, 2022 8:52 PM  
**To:** Stephen Neuenschwander <SNeuenschwander@WenatcheeWA.Gov>; Roy Vespier <glassguy1932@gmail.com>  
**Subject:** Code Amendments for Duplexes

**CAUTION:** This email originated from outside of the City of Wenatchee. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Evening,

Roy and I would like to share our support for duplexes along River Park Avenue. For our property, with two detached dwellings, the addition of three more units is challenging because of parking requirements, landscaping and open space requirements. However, if we add a duplex the end result would be four dwellings exceeding the current minimum number of dwellings. Similarly, many of the neighboring properties have single-family dwellings and the addition of a duplex would match the current minimum number of dwellings.

The advantage of permitting duplexes from the owner's perspective is having greater flexibility of development size and costs, especially when the site has an existing home or two. The advantages of permitting duplexes for the renters (neighborhood and community) include increasing the variety of housing types, especially so near to the park, trail and river, adding options for on-site open space, adequate parking, and a range of housing rents. Another advantage is the opportunity for more development, as larger complexes may require several owners to sell and/or remove existing housing (which typically rents/sells in a more affordable range than new housing) before larger complexes can be developed.

Thank you for your consideration.

Best regards,  
Roy and Lilith Vespier



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Matt Parsons, Senior Planner  
Community Development

**MEETING DATE:** May 12, 2022

---

**I. SUBJECT**

Public hearing continued from April 14 on the JAB Investors LLC Annexation and consideration of Resolution 2022-14 providing for a Notice of Intent. The proposed annexation area is located in an area north of and including a portion of Melody Ln, west of Hilltop Pl, and south of Peters St including 4 parcels of land.

**II. ACTION REQUESTED**

Conduct a public hearing on the JAB Investors LLC Annexation. Motion requested for the City Council to pass Resolution 2022-14.

**III. OVERVIEW**

On December 9, 2021 a ten percent (10%) annexation petition was brought before the Wenatchee City Council for the property located in an area north of and including a portion of Melody Ln, west of Hilltop Pl, and south of Peters St. The approving motion set the annexation boundary, adopted the existing land use designation and required the annexation area to assume existing city indebtedness. The boundary includes 5.12 acres of land, 4 tax parcels, and the adjacent right-of-way of Melody Lane.

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

On March 24, the city council passed Resolution 2022-10 setting the public hearing for April 14, 2022 at 5:15PM and directing staff to provide notice of the public hearing in the newspaper and to post a notice in three public places in the proposed annexation area.

A public hearing was held on April 14, 2022 and Chelan County Commissioner Bob Bugert and Chelan County Assistant Public Works Director Josh Patrick testified against the proposed annexation and discussed the letter that had been submitted as a public comment several days prior and which is attached to this agenda report. The council discussed the proposal and chose to pass a motion continuing the public hearing to May 12, 2022.

Staff has developed some findings of fact and conclusions of law laying out the city's position regarding the proposed annexation in response to the letter received from Chelan County Public Works and the testimony received from Commissioner Bugert and Mr. Patrick. Staff

believes the revised resolution will put the city in a more favorable position before the Chelan County Boundary Review Board.

The proposed resolution will establish the city council's intent to annex and direct staff to submit a notice of intent to the Chelan County Boundary Review Board (BRB). Due to the fact that the total assessed value of the proposed area is less than \$2 million and less than 10 acres, the BRB Chairman may choose to declare that review is not necessary and allow it to proceed without the 45-day waiting period. If the 45-day waiting period passes and review has not been waived by the Chairman of the BRB (under RCW36.93.110) and jurisdiction has not been invoked (under RCW36.93.100), the application will be deemed approved. If jurisdiction is invoked under RCW36.93.100, a public hearing will be scheduled, noticed, and held in accordance with RCW36.93.160. The BRB would then have the option to approve the proposal, approve it in a modified form, or deny it. The city council would then be able to approve a boundary the BRB approved or for which review was declined or jurisdiction was not invoked.

**IV. FISCAL IMPACT**

Annexation would result in additional annual property revenues to the city and one-time revenues from future building permits.

**V. PROPOSED PROJECT SCHEDULE**

- Staff will transmit a Notice of Intent to the Chelan County Boundary Review Board (BRB) soon after the passage of the resolution.
- BRB process: Due to the fact that the total assessed value of the proposed area is less than \$2 million and less than 10 acres, the BRB Chairman may choose to declare that review is not necessary and allow it to proceed without the 45-day waiting period. If the 45-day waiting period passes and review has not been waived by the Chairman of the BRB (under RCW36.93.110) and jurisdiction has not been invoked (under RCW36.93.100), the application will be deemed approved. If jurisdiction is invoked under RCW36.93.100, a public hearing will be scheduled, noticed, and held in accordance with RCW36.93.160. The BRB would then have the option to approve the proposal, approve it in a modified form, or deny it.
- If the BRB declines to review the application, jurisdiction is not invoked, the BRB approves the proposed boundary, or the BRB approves a modified version of the same, the City Council will then have the authority to adopt an ordinance for annexation of the area approved by the BRB.

**VI. REFERENCE(S)**

1. Resolution 2022-14
2. Comment letter from Chelan County Public Works

**VII. ADMINISTRATIVE ROUTING**

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

**RESOLUTION NO. 2022-14**

**A RESOLUTION,** providing for the Notice of Intention to annex certain property to the City of Wenatchee.

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

**WHEREAS,** a review proceeding for said annexation may be required pursuant to RCW 35A.14.220; and

**WHEREAS,** the information required in a Notice of Intention as provided for in RCW 36.93.130 is as follows:

**JAB Investors LLC Annexation**

- (1) The nature of the action sought: Annexation of four parcels into the City of Wenatchee;
- (2) A brief statement of the reasons for the proposed action: The applicant submitted a 10% petition for its property to be annexed into the city of Wenatchee with a boundary drawn to include three other parcels, two of which desired annexation;
- (3) The legal description of the boundaries proposed to be created: See Exhibit "A" attached hereto; and
- (4) A county assessor's map on which the boundaries to be created are designated: See Exhibit "B" attached hereto;

and

**WHEREAS,** the City Council of the City of Wenatchee considered all factors relative to the proposed annexation and made the following findings of fact:

1. RCW 36.93.110 states "Where an area proposed for annexation is less than ten acres and less than two million dollars in assessed valuation, the chair of the review board may by written statement declare that review by the board is not necessary for the protection of the interest of the various parties, in which case the board shall not review such annexation."

2. Subsection III.D.1 of the Organization and Rules of Practice and Procedure for the Washington State Boundary Review Board in and for the County of Chelan states: “Review waiver. (RCW36.93.110). If a proposed annexation is less than ten (10) acres and less than two million dollars (\$2,000,000) in assessed valuation, the chairman may waive the forty-five (45) day waiting period.”
3. The Chelan County Assessor’s office certified the value of the proposed annexation area as \$1,096,120 in the signed Determination of Sufficiency.
4. The area of the proposed annexation area is 5.12 acres.
5. Properties in unincorporated Chelan County pay property taxes to “Chelan County” (Current Expense fund) and the “County Road General” fund among other funds. Properties in the City of Wenatchee pay property taxes to “Wenatchee General”, “Wenatchee Bond”, and “Chelan County” among other funds.
6. Sales tax, for any transactions that apply in the annexation area would change from the rate for unincorporated Chelan County to the City of Wenatchee. In the second quarter of 2022 those rates were 8.3% in unincorporated Chelan County and 8.6% in the City of Wenatchee.
7. The proposed annexation area will generate property tax revenue for a variety of funds for Tax Year 2022 including the following: \$1,028.25 in to “County Road General” and \$958.44 to “Chelan County”.
8. If the proposed annexation area was inside city limits for Tax Year 2022 it would generate property tax revenue for a variety of funds including the following: \$958.44 to “Chelan County” and \$1,180.04 to “Wenatchee General”.
9. Section 3 of the Interlocal Cooperative Agreement for Planning and Coordinating Olds Station and Sunnyslope Urban Services and Facilities dated January 10, 2005 (“Olds Station ILA”) states the “City and County will remain neutral on the issue of annexation and allow the property owners to pursue their own direction.”
10. JAB Investors LLC, the owner of the property identified as Chelan County Assessor’s parcel number 232021860070, was the initiator of this annexation.
11. The property owners of three out of the four parcels signed the petition representing 81.17% of the assessed value in the proposed annexation area.
12. RCW 36.93.157 states: “The decisions of a boundary review board located in a county that is required or chooses to plan under RCW 36.70A.040 must be consistent with RCW 36.70A.020, 36.70A.110, and 36.70A.210.”
13. RCW36.70A.110(4) states “(4) In general, cities are the units of local government most appropriate to provide urban governmental services... .”
14. RCW 36.70A.210 begins by stating: “(1) The legislature recognizes that counties are regional governments within their boundaries, and cities are



primary providers of urban governmental services within urban growth areas. ...”

15. RCW 36.93.170 states: “In reaching a decision on a proposal or an alternative, the board shall consider the factors affecting such proposal, which shall include, but not be limited to the following: (1) ...comprehensive plans and zoning, as adopted under chapter 35.63, 35A.63, or 36.70 RCW; comprehensive plans and development regulations adopted under chapter 36.70A RCW; ...”.
16. In conformance with the adopted Olds Station ILA, Chelan County adopted Resolution 2021-135 in November 2021 to maintain and apply consistent zoning and development standards in the unincorporated Wenatchee Urban Growth Area. These standards also include street standards under Title 11, shared by the County and the City of Wenatchee.
17. The proposed annexation area is in an unincorporated portion of the Wenatchee Urban Growth Area and uses city development regulations that have been adopted by Chelan County.
18. City sewer has been extended to an area near the proposed annexation area.
19. The Chelan County Director of Public Works/County Engineer has commented that if approved the inclusion of the JAB Investors LLC Property in the proposed annexation will:
  - Significantly complicate development permitting
  - Cause overlapping requirements of City and County pertaining to any development of the parcel for the purposes of access, traffic impacts and road impacts
  - The limiting factors of the county roads will impact any potential development of the JAB parcel regardless of the annexation
  - The annexation of the parcel would create an overlap of jurisdiction, the parcel should be kept in one house for efficiency
  - Creates potential conflicts inconsistent with the GMA
  - Annexation of any property without coordinating annexation of the infrastructure and services responsible severs the tax base from the services it ought to contribute to
20. Goal 7 of RCW 36.70A.020 establishes that: Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.
21. The City of Wenatchee has adopted permit procedures implementing Regulatory Reform, RCW 36.70 B, providing predictability for development permitting and coordination among purveyors for comments, conditions and necessary approvals for administrative and quasi-judicial permit applications.

22. Services in the Sunnyslope area are diversified among many purveyors such as Chelan County PUD for water and power, the Wenatchee Reclamation District (irrigation), Wenatchee School District, Chelan County Fire District #1, Link Transit, road and stormwater services either within the city or the county, City of Wenatchee Sewer Service, city and county code and law enforcement depending upon jurisdictional boundaries, and others.
23. Title 13 and Title 11 of Wenatchee City Code anticipate the need and requirement to coordinate among multiple purveyors for requirements and conditions for a variety of land use applications such as plats, short plats, commercial building permits and conditional use permits in addition to utility extensions given the extensive list of purveyors in the Sunnyslope Area.
24. It is not feasible to have a “one house” permitting experience where every user of a road, service or utility are served solely by that jurisdiction. To do so would preclude any annexation of land that did not include the entire infrastructure of the service provided by the other jurisdiction. Under the terms of the interlocal agreement between the city and county the jurisdictions are to remain neutral on the issue of annexation and allow the property owners to pursue their own direction.
25. Permitting can and should be a “one stop shop” in the sense and approach that the jurisdiction shall by code, coordinate permitting for an applicant with all purveyors, establishing permit approvals that address each purveyors comments and requirements, consistent with the Growth Management Act and Regulatory Reform, under RCW’s 36.70 A & B. In this approach the potential for “conflicts” or “confusion” by an applicant are addressed, providing a streamlined permitting experience.
26. Comments from the Chelan County Public Works Directors/County Engineer are inconsistent with the direction of the Olds Station ILA, providing undue pressure on the applicants to remain in the County, because the road network is in the County. For the parcels fronting Melody Lane, the entire frontage would be taken into the City. The JAB Investors LLC parcel has approx. 60 ft of frontage on Peters Street, as such it is not appropriate to segregate and create an island of right of way.
27. The City of Wenatchee and Chelan County have a long history of coordination on road and stormwater infrastructure with development permit applications. Consistent with the Olds Station ILA, the City of Wenatchee and Chelan County share joint road standards in the Sunnyslope portion of the Urban Growth Area.
28. Limiting factors for any potential development would be analyzed with a development in coordination with Chelan County. No development permit applications have been submitted at this time.

29. Under RCW 36.70A.030 urban governmental services are defined as, “(27) "Urban governmental services" or "urban services" include those public services and public facilities at an intensity historically and typically provided in cities, specifically including storm and sanitary sewer systems, domestic water systems, street cleaning services, fire and police protection services, public transit services, and other public utilities associated with urban areas and normally not associated with rural areas.”
30. The City of Wenatchee is the urban purveyor of services in the Sunnyslope area of the Urban Growth Area.
31. The Growth Management Act anticipates the transference of governance in Urban Growth Areas to cities as provided in RCW 36.70A.110(4) as the primary purveyor for the provision of urban governmental services and urban growth and development.

**WHEREAS**, the City Council of the City of Wenatchee having entered its’ findings of fact, makes the following conclusions of law:

1. The proposed annexation area meets the criteria in RCW36.93.110 and Subsection III.D.1 of the review board’s Organization and Rules of Practice and Procedure document for the chair of the review board to declare by written statement that review is not necessary.
2. The proposed annexation is consistent with RCW36.70A the Growth Management Act.
3. The proposed annexation is consistent with the Chelan County Comprehensive Plan.
4. The proposed annexation is consistent with the Wenatchee Urban Area Comprehensive Plan.
5. The proposed annexation is consistent with the Countywide Planning Policies.
6. The proposed annexation has met the requirements of RCW35A.14120 and 130.
7. The proposed annexation is consistent with the Olds Station ILA.
8. Comments provided by the County Engineer/Public Works Director are not substantiated as provided in the findings of fact above.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WENATCHEE DOES HEREBY RESOLVE** as follows:

**SECTION I**

That, upon completion of the Chelan County Boundary Review Board process pursuant to Chapter 36.93 RCW, the following described real property located in Chelan County, Washington, contiguous to the City of Wenatchee, to-wit:

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

and each and every part thereof will be annexed to the City of Wenatchee, State of Washington; and that the corporate limits of the City of Wenatchee will be extended so as to include the property and territory hereinbefore fully described.

**SECTION II**

This Resolution shall take effect immediately.

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

CITY OF WENATCHEE, a Municipal Corporation

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

ATTEST:

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

APPROVED:

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

## EXHIBIT A

### Boundary Description of Real Property to be Annexed into the City of Wenatchee, WA January 22, 2022

#### -JAB INVESTORS LLC ANNEXATION -

Lots, parcels of land, and street right of way located within a portion of the northwest quarter of the southwest quarter of Section 21, Township 23 North, Range 20 East of the Willamette Meridian, Chelan County, Washington, the combined perimeter boundary of said lots, parcels, and street being more particularly described as follows:

That portion of Tract 7, Sunnyslope Farms, according to the plat thereof recorded in Volume 1 of Plats, pages 57 and 58, records of Chelan County, Washington, described as: Commencing at the Northwest corner of said Tract 7;

thence South  $1^{\circ}04'50''$  West along the West line thereof a distance of 115 feet, being the Southwest corner of property conveyed to Gary Blair Cooper and Kari Ann Cooper, husband and wife, by deed recorded under Auditor's File No. 2031559;

thence North  $87^{\circ}19'10''$  East, parallel with the North line of said Tract 7, a distance of 100.16 feet to a point which is South  $87^{\circ}19'10''$  West a distance of 230.17 feet from the East line thereof, being the Northeast corner of property conveyed to Grace City Church (previously Fischer) by deed recorded under Auditor's File No. 2552442;

thence South  $0^{\circ}59'20''$  West along the East line of said property a distance 30 feet to the TRUE POINT OF BEGINNING of this description, being also the true point of beginning of the Grace City Church Annexation, City of Wenatchee Ordinance Number 2017-04;

thence, along said Annexation boundary, South  $0^{\circ}59'20''$  West along the East line of said property, a distance of 286.16 feet, more or less, to the Northerly right-of-way line of P.S.D. No. 2 as conveyed to State of Washington by deed recorded under Auditor's File no. 446628;

thence Southwesterly perpendicular to and crossing ML (Melody Lane) Line Survey as defined by SR 2 Mile Post 117.61 to 119.30, Sunnyslope Interchange Vicinity, Chelan County, Right of Way and Limited Access Plan, Station L1 668+00 to L 698+00, sheet 3 & 4 of 6, Approved March 24, 1989, on file in the Office of the Washington State Department of Transportation, Olympia, Washington, at Highway Engineer's Station (hereinafter referred to as HES) ML 17 + 86.27 thereat a distance of 90 feet to the Southwesterly right-of-way of said ML Line;

thence, leaving said Annexation boundary, northwesterly along said southwesterly right of way line being also identified as a turnback line, said Right of Way and Limited Access Plan, to HES ML 11125, 30 feet right, said turnback line, said Plan, to a point of intersection with line perpendicular to and crossing said ML (Melody Lane) Line Survey through the southwest corner of said Grace City Church property;

(JAB Investors LLC Annexation Boundary Description continued)

thence northeasterly crossing said ML (Melody Lane) Line to the southwest corner of said Grace City Church property, being a point on the West line of Tract 7, said Sunnyslope Farms;

thence northerly along the West line of said property, being also the West line of said Tract 7 to the northwest corner of said Tract, being also the southwest corner of Tract 12, said Sunnyslope Farms;

thence northerly along the West line of said Tract 12 to a point 100 feet southerly of the northwest corner of said Tract 12, said point being also the southwest corner of property conveyed to Donald and Barbara Miller by deed recorded under Auditor's File No. 2126086;

thence easterly 109 feet along the southerly line of said property;

thence northerly 100 feet along the easterly line of said property to a point a point of intersection with the North line of said Tract 12,

thence easterly along the North line of said Tract to a point of intersection with the West line of the East 160.49 feet of said Tract 12, said point being the northwest corner of property conveyed to Douglas Bridges and Cassandra Faith by deed recorded under auditor's File Number 2257930;

thence southerly along said West line to a point of intersection with the South line of the North 271.4 feet of said Tract 12, said point being the southwest corner of said property;

thence easterly along the South line of said North 271.4 feet to a point of intersection with the West right of way of Hilltop Place as conveyed to Chelan County by deed recorded under Auditor's File No. 537940 and 2019678;

thence southerly along said West right of way line to a point of intersection with the westerly extension of the northerly line of Lot 1, Hilltop Tracts, according to the plat thereof recorded in Volume 5 of Plats, at page 21, records of said County;

thence easterly along the westerly extension of said northerly line to the northwest corner of said Lot 1, being also a point on the easterly line of said Tract 12;

thence southerly along the West line of said Hilltop Tracts and said East line of Tract 12 to the northeast corner of Tract 7, said Sunnyslope Farms;

thence southerly 145 feet along the East line of said Tract 7 to the southeast corner of property conveyed to Stanley Schneller, Trustee of the Schneller Family Trust, by deed recorded under Auditor's File Number 940106011;

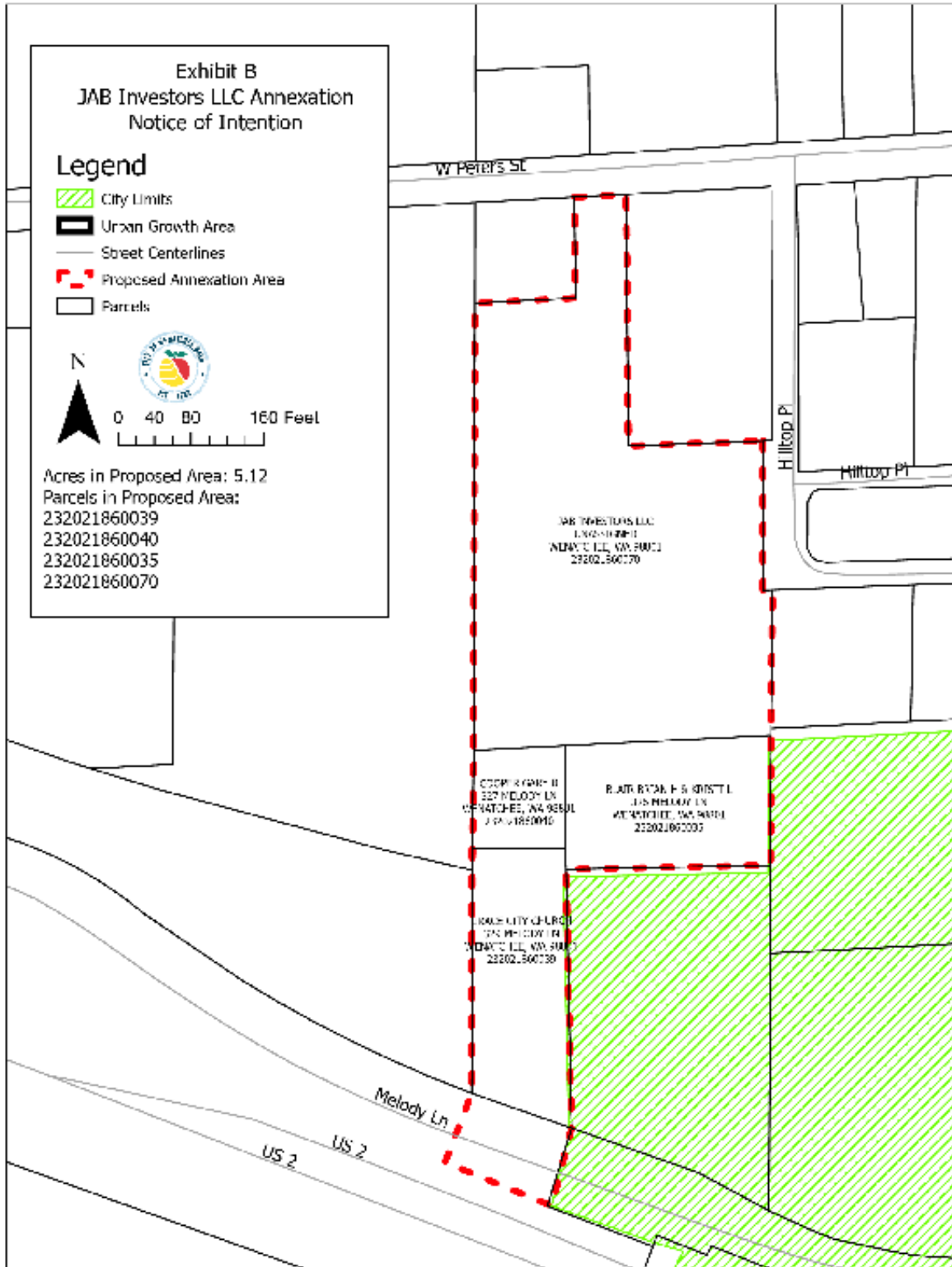
thence westerly parallel to the North line of said Tract 7 along the southerly line of said Schneller property 230.17 feet, more or less, to the East line of property conveyed to Grace City Church (previously Fischer) by deed recorded under Auditor's File No. 2552442, and the TRUE POINT OF BEGINNING.

(JAB Investors LLC Annexation Boundary Description continued)

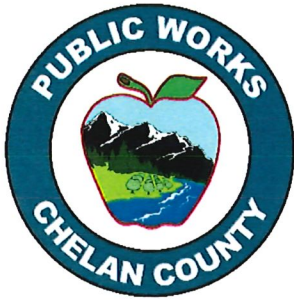
Prepared By: Erik B. Gahringer, PLS  
Date: January 22, 2022



48<sup>th</sup> North  
Professional Land Surveying & Land Use Consulting  
P.O. Box 4266  
Wenatchee, WA 98807-4266  
Phone: (509) 436-1620







# CHELAN COUNTY

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

ERIC P. PIERSON, PE  
DIRECTOR/COUNTY ENGINEER

April 12, 2022

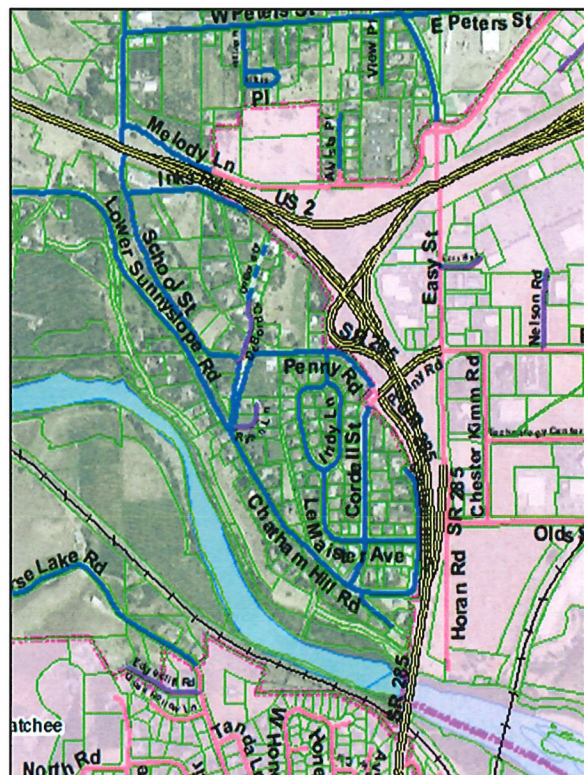
Wenatchee City Council  
P.O. Box 519  
Wenatchee, WA 98807-0519  
Via email: [cityclerk@wenatcheewa.gov](mailto:cityclerk@wenatcheewa.gov)

## Re: 2022-02-WE, JAB Investors, LLC Proposed Annexation

Dear City of Wenatchee Council Members:

On behalf of Chelan County Public Works Department (CCPW), these comments are being submitted for consideration in the matter of 2022-02-WE JAB Investors, LLC Proposed Annexation. As we are all aware, development into North Wenatchee and the Sunnyslope area is increasing. Although the City and County have been working together, the strategy for growth and development in Sunnyslope is still fluid. With that in mind, CCPW has a number of concerns related to public works and infrastructure that make the proposed annexation inadvisable. CCPW appreciates the Council's consideration of these factors and respectfully asks that you disapprove the JAB Annexation, as proposed.

Currently, the Sunnyslope/City boundary is a fingerlike extension from the more consistent Ohme Garden Road boundary. **Fig. 1.** This elongated boundary currently creates some overlap in services and responsibilities. For example, there are currently "islands" within the city limits where there is a patch of County. See, **Fig. 2.** This interrupts efficient service and is confusing or frustrating to property owners.



**Fig. 1.** Extending the "finger" of City property along Melody Ln creates inefficient overlapping services and jurisdictions resulting in more confusion for property owners, rather than less.

Letter to City of Wenatchee Council  
2022-02-WE JAB Investors, LLC

The County and City public works departments strive for coordination and cooperation, but whenever there is an opportunity to simplify governing jurisdiction and service responsibilities it benefits the public.

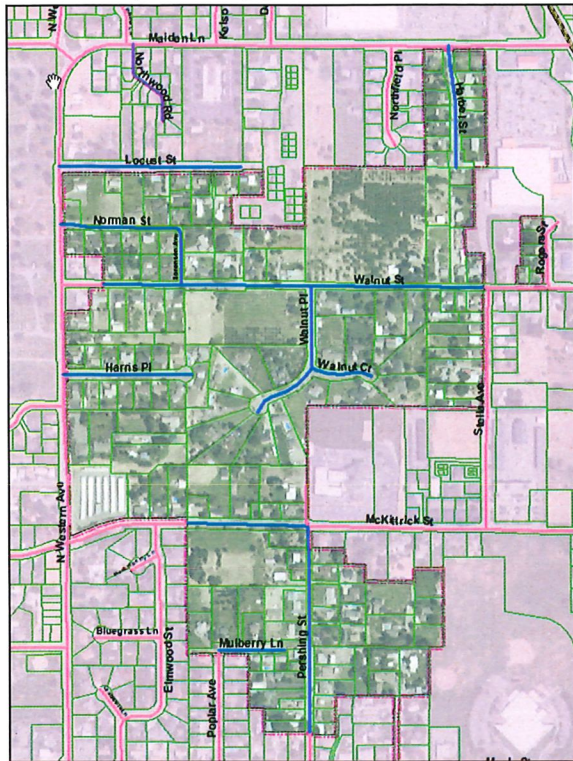


Fig. 2. Large "Island" of County in the middle of the City. City boundary and roads in pink. County roads in blue.

We are better able to efficiently provide services, make maintenance and construction plans, and address public concerns or emergencies when the complexity of the City/County boundary is reduced. It is easier for the general public to identify and contact the appropriate authority when a boundary is consistent and logical, or has an obvious line of demarcation. Recognizing that this is not always possible, we hope that the benefits and disadvantages presented herein, will be taken into consideration whenever possible.

As it relates to the matter at hand, the more general considerations discussed above are specifically applicable to the proposed JAB Investors LLC Annexation, as discussed below.

**1. Access and traffic flow.**

Based on the December 9, 2021 Council meeting discussion, the 10% annexation petition proposal included the identified parcels, but not the Melody Lane right of way (which is contiguous to existing City right of way). City staff amended the proposal to include that portion of Melody Lane adjacent to the proposed annexation. CCPW agrees with City Staff's change that aligns the jurisdiction of the property with the jurisdiction of the roadway and access.

However, only the parcels to the South of the JAB Investors LLC property appear to have access onto Melody Lane via that portion of right-of-way included in the annexation proposal. Due to the topography and adjacent properties, the JAB property appears to abut W. Peters Street to the North and Hilltop Place to the East. Our issues and concerns for access and traffic flow apply to both of these accesses.

The current proposal accommodates access to the city right of way for the southern properties, but does not do the same for the property to the North. Due to the positioning and access of the JAB Investors parcel, the proposed annexation creates a number of issues specific to the JAB parcel, that don't apply to the southern Blair, Cooper, and Grace City Church properties. The proposed annexation essentially



W. Peters Street in front of the JAB property. Looking West toward School Street.

Letter to City of Wenatchee Council  
2022-02-WE JAB Investors, LLC

creates two classes of property for purposes of analyzing the costs and benefits of the proposed annexation as a whole.

The JAB property access on W. Peters Street significantly complicates development permitting if it is annexed. The owner would be required to satisfy both City and County requirements pertaining to any development of the parcel for purposes of access, traffic impacts, road improvements, etc.

The County roadways that would serve the property are narrow and have very limited rights of way to allow for widening or other improvements. (Peters St. intersects with School Street and Easy Street. See **Fig. 4**, appended to this letter.)

The limiting factors of the county roads will impact any potential development of the JAB parcel regardless of the annexation. The annexation simply creates overlap of jurisdiction over the development, as opposed to keeping it in “one house” to reduce the time, energy, and resources of the developers and County and City staff. Additionally, it creates the potential for conflicting permit conditions in direct conflict with the GMA. This result is entirely different from the effect annexation would have on developing the Blair, Cooper, and Grace City properties, as they would only have to permit with the City.

Furthermore, the traffic increase in this area from development and the nearby school has already impacted travel on the local roads necessitating planning and construction of major projects at School Street, Easy Street and Knowles Road. County road projects are intended to make improvements that address current and future transportation needs. However, funding for such projects can be irregular and relies, in part, on the property tax of the serviced properties.

Annexation of any property without also coordinating annexation of the infrastructure and service responsibility severs the tax base from those services it ought to contribute to.

Disapproval of the proposed annexation would keep all permitting solely with the County avoiding confusion to the applicant, conflicting requirements, and allowing the owner to work with one entity. It would also keep properties serviced by one jurisdiction within the tax base and regulated by that jurisdiction.

## **2. Services**

Both the City and the County have an interest in municipal boundaries that enable us to provide quality service to the public consistently and cost effectively.

To our knowledge, the proposed annexation area is not currently served by any Wenatchee services. While the property will not be a true “island” given the adjoining property to the south, but from a transportation and services perspective it is. City services seem much more likely to extend to the JAB Property from the Northeast of the property rather than crossing the private property of the southern parcels, if, or when an extension occurs.

Letter to City of Wenatchee Council  
2022-02-WE JAB Investors, LLC

The annexation as proposed creates a “service gap” between Ohme Garden Road and the annexed property. Due to the location and circular direction the proposed annexation creates, it does not provide for a community approach to governance and services that would better inform the County and City as to the wants and needs of the area between Ohme Garden Road or Easy Street and the proposed annexation or School Street. CCPW would encourage a more deliberate approach that takes into consideration logical boundaries, rather than the patchwork the JAB Investors LLC proposed annexation would create.

In conclusion, CCPW believes that the proposed annexation is contrary to the goals and directives of the GMA by complicating development and permitting. The annexation does not improve services to these parcels, nor does it streamline governance. There was no discussion at the December 9, 2021 Council meeting about why the proposed annexation is advantageous or desirable to the property owners, but it is clear there are a number of disadvantages. CCPW opposes the proposed annexation. The CCPW, as an affected government unit, would likely seek review by the Boundary Review Board if the annexation as proposed, is approved.

I apologize for not being able to attend this meeting in person in order to further discuss these concerns, or answer questions. Should the Council desire any additional information, please don't hesitate to contact me.

Respectfully,



Eric Pierson PE  
Director/County Engineer

Letter to City of Wenatchee Council  
2022-02-WE JAB Investors, LLC

Fig. 4. View of County and City Roadways  
in Relation to the JAB Investors LLC Property  
(County roadways appear in BLUE, City roadways and limits appear in PINK)

