



WENATCHEE CITY COUNCIL
Thursday, October 27, 2022
Wenatchee City Hall Council Chambers
301 Yakima Street, 2nd Floor
Wenatchee, WA 98801
AGENDA

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

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

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

5:15 p.m. Regular Meeting

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

2. Citizen Requests/Comments

The "Citizen Comments" period is to provide the opportunity for members of the public to address the Council on any matter, including items on the agenda. Comments on public hearing items will be taken during the public hearing. The Mayor will ask if there are any citizens wishing to address the Council. When recognized, please step up to the microphone, give your name and mailing address, and state the matter of your interest. Citizen comments will be limited to three minutes.

3. Consent Items

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

Vouchers:

Claim checks #205015 through #205146 in the amount of \$1,965,652.79 for October 13, 2022

Payroll distribution in the amount of \$1,088.49 for October 13, 2022

Payroll distribution in the amount of \$422,885.00 for October 20, 2022

Claim checks #205147 through #205191 in the amount of \$346,820.33 for October 20, 2022

4. Presentations

- Veterans Day Proclamation

5. Action Items

- A. Motion to authorize the Mayor Pro Tem to negotiate a lease agreement, purchase and sale agreement, and purchase option, with Jimmy and Paula Properties LLC for 3420 US Highway 97A, Wenatchee, WA 98801.

- B. 2023-2025 Contract for Legal Services between the City of Wenatchee and Davis Arneil Law Firm, LLP
Presented by Executive Services Director Laura Gloria
Action Requested: *Motion for City Council to approve a three-year Contract for Legal Services between the City of Wenatchee and Davis Arneil Law Firm, LLP, and authorize the Mayor's signature.*

- C. Amendment to Stormwater Rates for Olds Station
Presented by Deputy Public Works Director-Utilities Jessica Shaw
Action Requested: *Motion for City Council to adopt Ordinance No. 2022-24 amending Wenatchee City Code Section 9.16.120 "Service charge rates for Olds Station annexation area."*

- D. Contract with Tyler Technologies, Inc. for Finance Software
Presented by Finance Director Brad Posenjak
Action Requested: *Motion for City Council to approve the agreement between the City of Wenatchee and Tyler Technologies, Inc. for financial software and authorize the Mayor's signature.*

- E. Interim Zoning Ordinance
Presented by Community Development Director Glen DeVries
Action Requested: *Motion for City of Wenatchee to adopt Ordinance 2022-26, adopting a twelve (12) month interim zoning ordinance within the City of Wenatchee authorizing safe parking areas and temporary emergency low barrier shelter units as a Permitted Use within the City.*

6. Public Hearing Item

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.

F. River Academy Annexation

Presented by Senior Planner Matt Parsons

Action Requested: *Motion for City Council to pass Resolution No. 2022-26, providing for the 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
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Wenatchee, WA 98801
MINUTES

DRAFT

"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 5 Mark Kulaas; Councilmember At-Large "A" Linda Herald; Councilmember At-Large "B" Keith Huffaker (via phone)

Staff Present: Executive Services Director Laura Merrill; City Attorney Steve Smith; City Clerk Tammy Stanger; IS Support Tim McCord; Finance Director Brad Posenjak; Parks, Recreation & Cultural Services Director David Erickson; Deputy Public Works Director-Utilities Jessica Shaw; Community Development Director Glen DeVries; Planning Manager Stephen Neuenschwander; Public Works Director Rob Jammerman; Police Chief Steve Crown; Senior Planner Matt Parsons; Senior Utility Engineer-Utilities Jeremy Hoover

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call. The Mayor called the regular meeting to order at 5:15 p.m. City Attorney Steve Smith led the Pledge of Allegiance. The excused absence of Councilmember Travis Hornby was noted for the record. Councilmember Keith Huffaker participated in the meeting via phone conference.

2. Citizen Requests/Comments

Brent and Rachel Madson, 1354 Patsue Place, addressed the Council in support of the pool project.

3. Consent Items

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

Vouchers:

Payroll distribution in the amount of \$421,065.00 for September 20, 2022

Claim checks #204764 through #204878 in the amount of \$1,015,415.47 for September 22, 2022

Wires #1568 and #1569 in the amount of \$80,437.22 for September 26, 2022

Claim checks #204879 through #204880 in the amount of \$38,451.89 for September 29, 2022

Claim checks #204687 through #204688 and #204882 through #204889 in the amount of \$27,202.78 for September 29, 2022

Payroll distribution (retirees) in the amount of \$11,492.46 for September 30, 2022

Benefits/deductions in the amount of \$1,133,177.60 for September 30, 2022

Claim checks #204881, #204890, #204905 in the amount of \$32,113.92 for September 30, 2022

Claim check #204906 in the amount of \$4,616.00 for October 4, 2022

Payroll distribution in the amount of \$11,646.86 for October 5, 2022

Claim checks #204907 through #205014 in the amount of \$2,045,964.52 for October 6, 2022

- Motion for City Council to accept the work performed by the contractor, Black Forest Finishing, on City Project No. SW20-04 – Unit Priced Concrete Flatwork, and further authorize the Mayor to sign the Final Contract Voucher.
- Motion for City Council to adopt Ordinance No. 2022-21, providing for a definition of recreational vehicles, restricting parking of recreational vehicles on all City streets, and providing for an effective date.
- Motion for City Council to adopt Ordinance No. 2022-22, relating to the impound of abandoned, unauthorized and junk vehicles, declaring a public nuisance for junk vehicles, and repealing Ordinance No. 2711 related to abandoned vehicles.

Motion by Councilmember Mark Kulaas to approve agenda, vouchers, and minutes from previous meetings; to accept the work performed by the contractor, Black Forest Finishing, on City Project No. SW20-04 – Unit Priced Concrete Flatwork, and further authorize the Mayor to sign the Final Contract Voucher; to adopt Ordinance No. 2022-21, providing for a definition of recreational vehicles, restricting parking of recreational vehicles on all City streets, and providing for an effective date; and to adopt Ordinance No. 2022-22, relating to the impound of abandoned, unauthorized and junk vehicles, declaring a public nuisance for junk vehicles, and repealing Ordinance No. 2711 related to abandoned vehicles. Councilmember Mike Poirier seconded the motion. Motion carried (6-0).

4. Presentation

- Family History Week Proclamation read by Councilmember Top Rojanasthien. The Mayor presented the proclamation to Jackie Malone who spoke on behalf of WAGS and the local genealogy society inviting everyone to attend the open house of the Family Search Center in East Wenatchee.

5. Action Items

A. Pool Plumbing and Liner Repair Project Construction Bid

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

Council commented.

Motion by Councilmember Linda Herald for City Council to accept the bid from The Pool Company Inc. in the amount of \$1,790,900 and authorize the Mayor to sign a standard construction agreement for the City Pool Liner and Plumbing Project. Councilmember Top Rojanasthien seconded the motion. Motion carried (6-0).

B. Three Year Agreement for the Use of Lodging Tax and Tourism Promotion Area Funding between the City of Wenatchee and the Wenatchee Valley Chamber of Commerce

Executive Services Director Laura Gloria presented the staff report. Also present was Steve Wilkinson, Executive Director of the Wenatchee Valley Chamber of Commerce.

Motion by Councilmember Mark Kulaas for the City approve the contract with the Wenatchee Valley Chamber of Commerce for a three-year term starting at \$458,630 for 2023 with 3% annual increases and authorize the Mayor's signature. Councilmember Jose Cuevas seconded the motion. Motion carried (6-0).

C. 2023 Agreement for Emergency Services between the City of Wenatchee and Chelan County Department of Emergency Management

Executive Services Director Laura Gloria presented the staff report.

Motion by Councilmember Top Rojanasthien for City Council to approve the contract between Chelan County Department of Emergency Management and the City of Wenatchee for 2023 Emergency Services for \$108,376.00 and authorize the Mayor's signature. Councilmember Linda Herald seconded the motion. Motion carried (6-0).

D. Wastewater Treatment Plant Digester #1 Cleaning

Public Works Deputy Director-Utilities Jessica Shaw presented the staff report. The Mayor asked questions.

Motion by Councilmember Mike Poirier for City Council to award the contract to Synagro for the WWTP Cleaning of Digester #1 for \$301,040 (including sales tax) and authorize the Mayor to sign the contract on behalf of the City. Councilmember Mark Kulaas seconded the motion. Motion carried (6-0).

E. The River Academy Annexation

Senior Planner Matt Parsons presented the staff report.

Motion by Councilmember Linda Herald for City Council to pass Resolution No. 2022-24 fixing time for hearing on petition for annexation of an unincorporated area containing one parcel located on the east side of South Miller Street between Crawford Avenue and Gehr Street also known as The River Academy Annexation. Councilmember Jose Cuevas seconded the staff report. Motion carried (6-0).

**F. Peachey Street Basin Water Quality Retrofit, Project 1903
Authorization to Sign Change Order No. 5 and Amend the Project Budget**

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

Motion by Councilmember Top Rojanasthien for City Council to authorize the Mayor to sign the construction Change Order No. 5. Staff further requests council to approve a budget increase to increase the project budget to \$1,768,765 to account for the work associated with storm drain replacement with associated repaving efforts. Councilmember Mark Kulaas seconded the motion. Motion carried (6-0).

G. Administrative Changes – Utility Rates and Utility Tax

Finance Director Brad Posenjak presented the staff report.

Motion by Councilmember Mark Kulaas for City Council to adopt Ordinance 2022-23 amending and restating Sections 4.08.035, 5.84.140, 9.02.010, 9.12.530, 9.12.540 and 9.16.060 WCC. Councilmember Mike Poirier seconded the motion. Motion carried (6-0).

H. Update City Funds List for Budget and Accounting

Finance Director Brad Posenjak presented the staff report.

Motion by Councilmember Top Rojanasthien for City Council to adopt Ordinance 2022-25 amending and restating section 1.20.010 WCC "Funds defined - Purposes." Councilmember Linda Herald seconded the motion. Motion carried (6-0).

I. 2023 Preliminary Budget Review

Finance Director Brad Posenjak presented the 2023 preliminary budget.

This was an informational presentation and no action was being requested.

6. Reports

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

- As part of the current audit underway, City Attorney Steve Smith had to request a letter from AWC/RMSA for a letter with any pending claims. We received a letter back that stated the city has no pending claims.
- City Hall will be closed tomorrow for moving to the new space. IS will be moving next week. Public Works will be closed on October 28 for their move to the new city hall space.
- The Revitalize Washington conference is next week, October 19-21.
- The architects for the Convention Center project will present at next week's work session.

- The Mayor has been actively looking to find a second site for the safe-stay area without any luck. Mayor Crawford is also looking in East Wenatchee.
- Last Thursday a delegation that included Congresswoman Schrier, Senators Patty Murray and Maria Cantwell, and Transportation Secretary Pete Buttigieg were in Wenatchee to celebrate the largest INFRA award for the Confluence Parkway project. They will be back for the ribbon cutting.

b. Reports/New Business of Council Committees

Councilmember Linda Herald reported that both she and Councilmember Mark Kulaas attended the AWC Cities on Tap event this week. She also reported that the Columbia River Homeless Housing Task Force has a meeting on Monday with Scott Johnson/Wenatchee Rescue Mission.

Councilmember Mark Kulaas reported that there will likely be legislation coming forward concerning land use laws.

Councilmember Keith Huffaker reported that even with reduced hours the hazardous waste facility has brought in more material this year than last year. He also asked the Council to review HB1799 that he forwarded to the Council earlier in the day concerning recycling and composting.

7. Announcements. The State Auditor's Exit Conference is next Tuesday at 10:00am.

8. Close of Meeting. With no further business the meeting ended at 6:32 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk

PROCLAMATION

WHEREAS, On November 11 of each year we honor our Veterans, men and women who have served our country with honor and distinction. On Veterans Day we show them our deepest thanks. Their sacrifices have helped secure more than two centuries of American progress, and their legacy affirms that no matter what confronts us or what trials we face, there is no challenge we cannot overcome, and our best days are still ahead.

WHEREAS, Although much has changed since Americans first took up arms to advance freedom's cause, the spirit that moved our forebears is the same spirit that has defined each generation of our service members. Our men and women in uniform have taught us about strength, duty, devotion, resolve – cornerstones of a commitment to protect and defend that has kept our country safe for over 200 years. In war and in peace, their service has been selfless and their accomplishments have been extraordinary.

WHEREAS, Even after our Veterans take off the uniform, they never stop serving. Many apply the skills and experience they developed on the battlefield to a life of service here at home. They take on roles in their communities as doctors and police officers, engineers and entrepreneurs, mothers and fathers. As a grateful Nation, it is our task to make that transition possible – to ensure our returning heroes can share the opportunities they have given so much to defend. The freedoms we cherish endure because of their service and sacrifice, and our country must strive to honor our Veterans by fulfilling our responsibilities to them and upholding the sacred trust we share with all who have served.

WHEREAS, On days like this, we are called to reflect on immeasurable burdens that have been borne by so few. We pay tribute to our wounded, our missing, our fallen, and their families – men and women who have known the true costs of conflict and deserve our deepest respect, now and forever.

NOW, THEREFORE, I, Frank J. Kuntz, Mayor of the City of Wenatchee, with respect for and in recognition of the contributions our service members have made to the cause of peace and freedom around the world, do hereby proclaim November 11, 2022, as Veterans Day in the City of Wenatchee, and encourage all citizens to recognize the valor and sacrifice of our Veterans through appropriate public ceremonies and private prayers.



IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on this 27th day of October, 2022.

FRANK J. KUNTZ, Mayor



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Laura Gloria, Executive Services Director
Mayor's Office

MEETING DATE: October 27, 2022

I. SUBJECT

2023-2025 Contract for Legal Services between the City of Wenatchee and Davis, Arneil Law Firm, LLP.

II. ACTION REQUESTED

Staff recommends the City Council approve a three-year contract for Legal Services between the City of Wenatchee and Davis, Arneil Law Firm, LLP and authorize the Mayor's signature.

III. OVERVIEW

The City of Wenatchee (City) designates the office of the City Attorney pursuant to WCC 1.060.060 (1) (c); and the Mayor appoints this position subject to confirmation by the City Council. The City has historically had this function provided by contract. This contract provides the City with both civil legal services and for the prosecution of misdemeanor violations of City Ordinances in Chelan County District Court. After conferring with the Mayor, a three-year contract is provided for City Council consideration and confirmation.

The contract amount is \$720,000 and reflects an approximate 32% increase above the current contract for services. The increase is due to an increasing workload in code enforcement cases, public records requests, public works, planning and general civil work as well as the need to raise staff salaries to compete with increasing inflation rates. Year two and three of the contract are subject to review prior to October 15th of the following year.

IV. FISCAL IMPACT

The contract amount is \$720,000 is included as part of the 2023 preliminary budget as a general fund expense.

VI. REFERENCE(S)

1. 2023-2025 Contract for Legal Services

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Brad Posenjak, Finance Director

AGREEMENT FOR CITY ATTORNEY SERVICES
2023-2025

THIS AGREEMENT is between the City of Wenatchee, Washington (the "City") and Davis, Arneil, Law Firm, LLP (the "Law Firm"). The City and the Law Firm are sometimes referred to individually as "party" or jointly as "parties."

WHEREAS, RCW 35A.12.020 and WCC 1.06.060(1)(c) authorize the Mayor to appoint a City Attorney; and

WHEREAS, the Mayor hereby appoints Danielle Marchant, a member of the Law Firm, as the City Attorney and the City Council hereby confirms the appointment; and

WHEREAS, the City wishes to provide for future planning as to expenditures to be made by the City for basic legal services; and

WHEREAS, the Law Firm desires to provide for future planning, including the hiring of associate attorneys in providing legal services to the City; and

WHEREAS, the Parties desire to document their agreements regarding the provision of legal services by the Law Firm:

1. **Provision of City Attorney Services.**

a. **General.** The Law Firm will perform and act as an attorney for the City and the several departments of the City government, provide general legal services to the City, and otherwise act as attorneys for the City (collectively "City Attorney Services"). Without limiting the generality of the foregoing, such services will include, without limitation: Serving as attorney for the City on all civil legal matters assigned or referred at the direction of the City; prosecuting criminal matters and civil infractions in Chelan County District Court; representing the City in all civil litigation in all courts in which the City is a party or directly interested unless otherwise directed by the City; preparing and/or reviewing ordinances, resolutions and contracts of the City as requested by the City; and such other duties as the City may direct; provided that the Law Firm's duties shall not include issues related to government bonds or matters where insurance defense counsel may be assigned. It is anticipated that the Law Firm will not expend more than 3,500 hours each year in attorney time in providing City Attorney Services.

b. **Special City Attorney.** Nothing in this section prevents the City Council from agreeing to retain and utilize the services of a special City attorney to assist the Law Firm or the City in special or unique cases. If a conflict of interest arises where the Law Firm cannot represent the City on a matter, the City may retain such other legal counsel the City deems appropriate. Any additional legal counsel hired by the City shall not affect the compensation paid to the Law Firm.

c. Standard of Performance. The Law Firm will provide the City Attorney Services with the same skill and care ordinarily exercised by members of the Law Firm's profession.

d. Compliance with Laws. The Law Firm will comply with all federal, state and municipal laws, rule and regulations that apply to the City Attorney Services.

e. Personnel Performing Legal Services. While the City Attorney Services may be performed by any attorney employed or contracted by the Law Firm, it is intended that Danielle Marchant be the primary attorney responsible for communicating with the City and providing the City Attorney Services.

2. Manner of Performance of Legal Services; Communications. Transmission of Attorney Work Product may be by electronic e-mail. All attorney work product for outside distribution will be provided to the City in a timely manner for review and approval prior to distribution. To respond to any outside requests for information or otherwise responding to any discovery requests, the Mayor will be the City's designated representative to authorize release of information or other response.

3. Compensation, Billing and Payment. The City will pay the Law Firm as follows for providing the City Attorney Services:

a. Fees. As compensation for providing City Attorney Services, the Law Firm will be paid \$720,000 per year paid in equal monthly installments. The parties will meet no later than October 15th of each year to mutually agree to the compensation for the following year. If the parties are unable to mutually agree to the compensation, then either party may request arbitration as stated in Section 14 of this Agreement.

The parties acknowledge that there may be extenuating circumstances requiring additional legal services to be performed outside the present level of service. In that event, the Law Firm and the City agree to negotiate in good faith to achieve a resolution of the additional services to be provided and the compensation to be paid. The additional services will be billed at the following rates:

- Appointed City Attorney and Assistant City Attorneys with more than 15 years experience: \$250/hour.
- Assistant City Attorneys (other than assigned prosecutors) with 15 years experience or less: \$230/hour.
- Assistant City Attorneys assigned as prosecutors: \$165/hour.

Consistent with industry practice, hourly rates are adjusted on an annual basis. The hourly rates shall be increased January 1, 2024, and each year thereafter to a mutually agreeable amount.

b. **Reimbursement of Costs.** Besides the payment for City Attorney Services, the City will reimburse the Law Firm for all out of pocket costs they incur, including filing fees, court costs, translation/interpretation fees, and related litigation expenses and travel costs. The Law Firm will not charge for routine and ordinary telephone charges and postage charges.

c. **Billing and Payment.** All time spent by the Law Firm in providing City Attorney Services will be separately itemized and billed monthly and submitted to the City by the 15th day each month with the City's payment due within 30 days after the billing is received.

d. **Charge-through of Attorney's standard rate.** The attorneys in the Law Firm have standard rates for legal services higher than the rates in subsection a, above. At those times where the City Attorney Services are incurred for third party's benefit, or where the Wenatchee City Code or other law provides that the City's costs are to be reimbursed by a third party, or where a contract with a third party provides that the City's costs are to be reimbursed by a third party, the rates will be at the standard rate for the attorney performing the legal services. The parties will determine the best method of tracking, billing, collection and payment for the City Attorney Services based on the Law Firm's standard rates for legal services.

4. **Discrimination.** The Law Firm will not discriminate against any employee or other applicant for employment or any other person in providing City Attorney Services because of race, creed, color, national origin, marital status, sex, age, or physical, mental or sensory handicap, unless a bona fide occupational qualification exists.

5. **Termination.** This Agreement may be terminated by the City for just cause if the City Attorney fails to substantially perform through no fault of the City and does not commence correction of such nonperformance within ten days of written notice.

6. **Term.** This Agreement is effective January 1, 2023 and expires on December 31, 2025. If the Agreement is not extended or a new Agreement is not executed, the Law Firm will complete work in progress under mutually acceptable terms. If the parties cannot agree on terms for completing work in progress, the Law Firm will provide all unfinished documents, reports, or other material to the City and the City will pay the Law Firm for all work completed.

7. **Professional Liability Insurance.** The Law Firm will secure and maintain a policy of professional liability insurance with an insurance company licensed to do business in the State of Washington with limits of no less than \$2,000,000. Proof of insurance will be provided to the City upon the City's request.

8. **Indemnification.** For this paragraph a party will include their respective officials, officers, employees and agents. The parties will indemnify one another as follows:

a. **Mutual Indemnification.** The parties will indemnify and hold each other harmless from all claims, losses or liability, including attorneys' fees, including claims arising by accident, injury or death caused to persons or property of any kind proximately caused by the willful or negligent act of the other, including their respective officials, officers and employees. To the extent any of the damages referred to in this paragraph were caused by or resulted from the concurrent willful or negligent of the parties, the obligation to indemnify will be limited for the willful or negligent act of the party. It is specifically intended that if the alleged action of the Law Firm is not the sole alleged injury subjecting the City to a claim for damages, the Law Firm's obligation to indemnify will not include the obligation to defend, but only to hold the City harmless from any judgment that may be entered against the City for the Law Firm's percentage of fault.

b. **Indemnification for Acts in Official Capacity.** The City will indemnify and hold the Law Firm harmless from all claims, losses or liability, including reasonable attorney's fees, arising out of the Law Firm's performance of the City Attorney Services, including claims arising by accident, injury or death caused to persons or property of any kind, to the extent the same are unrelated to any fault or neglect of the Law Firm.

9. **Independent Contractor.** In providing City Attorney Services, the Law Firm works independently and without the City's supervision or control. The parties agree the Law Firm is an independent contractor and is not a City employee. The City will not be liable for, nor obligated to pay to the Law Firm, contractor or any employee of the Law Firm, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to Law Firm which may arise as an incident of the Law Firm performing City Attorney Services for the City, nor will the City be obligated to pay industrial insurance for the services rendered by the Law Firm.

10. **Ownership of Work Product.** All data, materials, reports, memoranda, and other documents developed by the Law Firm under this Agreement are the property of the City and will be provided to the City at its request.

11. **Disclosure of Records under the Public Records Act.** The Law Firm's files associated with this Agreement, whether generated or received by the Attorney, may be public records subject to disclosure under the Public Records Act, RCW 42.56 (the "Act"), and may also be exempt from disclosure as being subject to the attorney/client privilege or any other statutory exemption. If the City receives a request for records under the Act that may implicate the Law Firm's files, the City shall provide the Law Firm adequate time to search for and review its files as provided for under the Act. Any work and services of the Law Firm to search and review its files in order for the City to respond to any public record request shall be deemed an extenuating circumstance under the terms of this Agreement.

12. **Administration.** The administrative contact for the City will be the City Administrator and for the Law Firm will be Danielle Marchant. Any notices required under this Agreement will be delivered to the respective party at the respective addresses set forth:

CITY:
Mayor
City of Wenatchee
301 Yakima St, 3rd Floor
Wenatchee, WA 98801

LAW FIRM:
Danielle Marchant
Davis, Arneil Law Firm PLLC
617 Washington St.
Wenatchee WA 98801

13. **Invalid Provisions.** The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

14. **Dispute Resolution.** If the parties are unable, through good faith negotiations, to resolve any dispute arising out of this Agreement, then in that event either party is authorized to submit the matter to arbitration to one arbiter to be named by the Chelan County Superior Court. The arbiter shall establish rules of arbitration and the decision of the arbiter shall be final and binding on both parties. Costs of arbitration shall be divided equally between the parties. The parties shall each be liable for their own attorney's fees and costs regardless of which party prevails.

15. **Entire Agreement.** This Agreement represents the Parties' entire integrated agreement and supersedes all prior oral or written negotiations, representations or agreements. The Parties may modify this Agreement only by a written instrument. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CITY OF WENATCHEE:

DAVIS, ARNEIL LAW FIRM, LLP:

Frank Kuntz, Mayor
_____, 2022

Danielle Marchant, Partner
_____, 2022

CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Jessica Shaw, Deputy Public Works Director-Utilities
Public Works Department

MEETING DATE: October 27, 2022

I. SUBJECT

Amendment to the Stormwater Rates for Olds Station

II. ACTION REQUESTED

Motion requested for the City Council to adopt Ordinance No. 2022-24 amending Wenatchee City Code Section 9.16.120 "Service charge rates for Olds Station annexation area."

III. OVERVIEW

The Olds Station area was annexed into the City of Wenatchee in 2016. At that time, the City Council adopted code to keep the customers at the Chelan County stormwater rate until an update to the City's stormwater comprehensive plan and rates could be completed. A new stormwater plan was adopted in 2020 and new rates became effective on January 1, 2021. Because of the gap between the County and City stormwater rates, the rates for the Olds Station annexation area were phased in over a two-year period with discounts of 26% in 2021 and 14% in 2022. The proposed ordinance will extend the Olds Station discount for an additional two years with a 7% discount in 2023 and a 3.5% discount in 2024. Beginning, January 1, 2025, all properties in the City will pay the same stormwater rate.

IV. FISCAL IMPACT

The proposed discount for 2023 and 2024 are estimated to reduce revenue to the Stormwater Utility (Fund 410) by \$65,784 over the two year period.

V. PROPOSED PROJECT SCHEDULE

The ordinance will take effect on January 1, 2023.

VI. **REFERENCE(S)**

1. Ordinance No. 2022-24

VII. **ADMINISTRATIVE ROUTING**

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

ORDINANCE NO. 2022-24

AN ORDINANCE, amending section 9.16.120 “Service charge rates for Olds Station annexation area” of the Wenatchee City Code.

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

SECTION I

That section 9.16.120 “Service charge rates for Olds Station annexation area” of the Wenatchee City Code (WCC) shall be and hereby is amended in its entirety to read as follows:

9.16.120 Service charge rates for Olds Station annexation area.

All properties annexed under Wenatchee City Ordinance 2016-07 shall receive a 7 percent discount in 2023 and a 3.5 percent discount in 2024. Beginning January 1, 2025, all properties in the city of Wenatchee shall pay the same rates as set forth in WCC 9.16.060.

SECTION II

SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall have no effect on any other section, sentence, clause, or phrase of this Ordinance.

SECTION III
EFFECTIVE DATE

This Ordinance shall take effect on the later of January 1, 2023 or thirty (30) days from and after its passage, approval and publication by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this ____ day of _____, 2022.

CITY OF WENATCHEE, a municipal Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Brad Posenjak, Finance Director
Finance Department

MEETING DATE: October 27, 2022

I. SUBJECT

Contract with Tyler Technologies, Inc. for finance software

II. ACTION REQUESTED

Motion requested for the City Council to approve the agreement between the City of Wenatchee and Tyler Technologies, Inc. for financial software and authorize the Mayor's signature.

III. OVERVIEW

For 20 years, the City has been using Tyler Technologies' Eden software for payroll, utility billing, purchasing, and general accounting. This software program is outdated and Tyler Technologies will be discontinuing the support and maintenance of the software within five years. Tyler Technologies has offered to migrate it's Eden clients to their Enterprise ERP system without charging their standard software licensing fees. The costs of this contract are related to Tyler's staff time for data migration and training City staff. There is also an increased annual software maintenance cost.

The Finance Department has researched the available software options and determined that this is the best available option to the City. Research has included discussions with other cities, three days of detailed software demonstrations, and attending Tyler's national conference. The options for robust governmental accounting software are limited and moving to another company would cost the City twice as much.

Expected benefits of the new software include:

- Electronic timekeeping – no more paper timesheets
- User-friendly utility billing customer interface
- Electronic approvals
- Improved reporting ability
- Electronically store invoices and documentation

IV. FISCAL IMPACT

The implementation cost will be approximately \$325,000 over two years. Due to additional features and functionality, the annual maintenance cost will increase to \$104,992. This has been reviewed by Finance Committee and included in the preliminary 2023 budget.

V. PROPOSED PROJECT SCHEDULE

2023				2024				2025							
January	April	July	October	January	April	July	October	January	April	July	October				
General Ledger Implementation				Go Live											
				Payroll Implementation				Go Live							
								Utility Billing Implementation				Go Live			

VI. REFERENCE(S)

1. Tyler Technologies, Inc. Software as a Service Agreement

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
 Laura Merrill, Executive Services Director



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Glen DeVries, Community Development Director
Community Development

MEETING DATE: October 27, 2022

I. SUBJECT

The cities of East Wenatchee and Wenatchee in partnership through an interlocal agreement are working on projects to provide shelter to the unsheltered homeless population in the two cities, implementing the adopted local homeless housing plan. The Columbia River Homeless Housing Task Force and the City of Wenatchee have authorized contracts for programs to move forward with two new kinds of shelter opportunities. Taking quick action on these items is necessary to address the significant and immediate needs of the unsheltered homeless population and associated impacts to the two communities.

II. ACTION ITEM

Action item for the City of Wenatchee to adopt Ordinance 2022-26, adopting a twelve (12) month interim zoning ordinance within the City of Wenatchee authorizing safe parking areas and temporary emergency low barrier shelter units as a Permitted Use within the City.

III. OVERVIEW

RCW 36.70A.390 authorizes the City Council to adopt an interim zoning ordinance for a period of up to twelve (12) months if a public hearing on the proposal is held within at least 60 days of its adoption and a work plan is developed for related studies. While the City of Wenatchee Zoning Code has use a use category for homeless shelters, it does not address the immediate need for the temporary housing and is not tailored to the specific siting characteristics and needs of the two specific new low barrier shelter categories. These two categories include:

Safe parking area means a parking program operated on public property or property leased by the City and managed by a non-profit entity that is authorized and contracted by the City of Wenatchee to provide individuals and households whom are residing in vehicles or recreational vehicles a temporary and safe place to park overnight while working towards a transition to permanent housing. These facilities are intended to provide wrap around services and are managed under low barrier shelter practices.

Temporary emergency low barrier shelter units: means a structured encampment operated on public property, property leased by the City, or property owned by a non-profit organization that provides multiple individual temporary low barrier emergency shelter housing units established to serve the unsheltered homeless population. These facilities are intended to provide wrap around services and are managed under low barrier shelter practices.

Homelessness is an emergent problem within the city and there need to be places where persons experiencing homelessness can go for temporary emergency shelter managed with low barrier shelter practices. The definition of unsheltered homeless, also includes households in vehicles and recreation vehicles. Capacity does not exist to provide for all of the unsheltered homeless population without the addition of these new housing categories. It is important that the City establish regulations to protect the health of the individuals in safe parking areas and temporary homeless shelters and the health, safety, and security of our neighborhoods.

The adoption of these interim controls will provide the City of Wenatchee Planning Commission an opportunity to provide a future recommendation on zoning code amendments for the Wenatchee City Council's consideration, and also address the immediate need that exists at this time.

IV. FISCAL IMPACT

Review of the financial impact of the new facilities has already been analyzed by the Wenatchee City Council for authorization of associated grant contracts.

V. PROPOSED PROJECT SCHEDULE

The Interim Control will provide for the operation of the two safe parking areas this October 2022 while the temporary emergency low barrier shelter units will not be installed until Spring 2023.

VI. REFERENCE(S)

None

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Gloria, Executive Services Director

ORDINANCE NO. 2022-26

AN ORDINANCE, adopting a twelve (12) month interim zoning ordinance within the City of Wenatchee on the allowance of safe parking areas and temporary emergency low barrier shelter units as a Permitted Use within the City.

WHEREAS, the Wenatchee City Council hereby finds that an interim zoning ordinance is necessary to allow safe park areas and temporary emergency low barrier shelter units in the City of Wenatchee on an immediate and temporary basis until the City can further study the appropriate land use and/or permitting regulations to address the need for and impacts of such uses; and

WHEREAS, RCW 36.70A.390 authorizes the City Council to adopt an interim zoning ordinance for a period of up to twelve (12) months if a public hearing on the proposal is held within at least 60 days of its adoption and a work plan is developed for related studies; and

WHEREAS, the City Council desires to enact a twelve (12) month interim zoning ordinance allowing safe park areas and temporary emergency low barrier shelter units in the City of Wenatchee; and

WHEREAS, interim zoning ordinance enacted under RCW 36.70A.390 are methods by which local governments may authorize immediate and temporary zoning provisions prior to receiving a recommendation from the City's Planning Commission when there is an emergent need to do so in order to protect the public safety, health and welfare from imminent harm; and

WHEREAS, in conformity with the responsibilities of the City of Wenatchee to meet public safety, property or welfare requirements and provide zoning and land use regulations pursuant to state law, and the City’s authority to regulate land use activities within its corporate limits, the City intends to develop appropriate zoning and permitting requirements for the permitting of safe park areas and temporary emergency low barrier shelter units in the City of Wenatchee.

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

SECTION I
Findings

The following findings are hereby adopted as the City Council’s findings in support of the interim zoning regulations enacted by this Ordinance:

1. The city recognizes that homelessness is an emergent problem within the city and that there need to be places where persons experiencing homelessness can go for temporary emergency shelter managed with low barrier shelter practices.
2. It is vitally important that the City establish regulations to protect the health of the individuals in safe parking areas and temporary homeless shelters and the health, safety, and security of our neighborhoods.
3. Safe parking areas provide homeless individuals and households with vehicles a safe place to temporarily park in order to facilitate the transition to permanent housing.
4. Temporary emergency low barrier shelter units provide a structured encampment operated on public property, property leased by the City, or property owned by a non-profit organization that provides multiple individual temporary low barrier emergency shelter housing units established to serve the unsheltered homeless population. These facilities are intended to provide wrap around services and are managed under low barrier shelter practices.

SECTION II
Interim Zoning

Pursuant to Washington State law, an interim zoning regulation is hereby enacted by amending Chapter 10.08 Definitions, Section 10.10.020 District Use Chart, and by the addition of Section 10.48.330 Homeless Housing to the Wenatchee City Code (WCC) to read as follows:

10.08 Definitions

Safe parking area means a parking program operated on public property or property leased by the City and managed by a non-profit entity that is authorized and contracted by the City of Wenatchee to provide individuals and households whom are residing in vehicles or recreational vehicles a temporary and safe place to park overnight while working towards a transition to permanent housing. These facilities are intended to provide wrap around services and are managed under low barrier shelter practices.

Temporary emergency low barrier shelter units: means a structured encampment operated on public property, property leased by the City, or property owned by a non-profit organization that provides multiple individual temporary low barrier emergency shelter housing units established to serve the unsheltered homeless population. These facilities are intended to provide wrap around services and are managed under low barrier shelter practices.

10.10.020 District Use Chart

<p>P = Permitted use</p> <p>P1 = Permitted, not to occupy grade level commercial street frontage</p> <p>AU = Accessory use</p> <p>C = Conditional use</p> <p>C1 = Conditional use, not to occupy grade level commercial street frontage</p> <p>~ = Prohibited use</p> <p>M = Permitted use in a corridor mixed use project within the MRC overlay</p>																				
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
Public Assembly																				

<p style="text-align: center;">P = Permitted use</p> <p style="text-align: center;">P1 = Permitted, not to occupy grade level commercial street frontage</p> <p style="text-align: center;">AU = Accessory use</p> <p style="text-align: center;">C = Conditional use</p> <p style="text-align: center;">C1 = Conditional use, not to occupy grade level commercial street frontage</p> <p style="text-align: center;">~ = Prohibited use</p> <p style="text-align: center;">M = Permitted use in a corridor mixed use project within the MRC overlay</p>																				
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	RO
Safe parking area	~	<u>P</u>	<u>P</u>	~	~	<u>P</u>	~	~	~	~	~	~	~	~	~	~	~	~	~	~
Temporary emergency low barrier shelter units	~	<u>P</u>	<u>P</u>	~	~	<u>P</u>	~	~	~	~	~	~	~	~	~	~	~	~	~	~

10.48.330 Homeless Housing

The city recognizes that homelessness is an emergent problem within the city and that there need to be places where persons experiencing homelessness can go for temporary emergency shelter managed with low barrier shelter practices. These regulations are intended to protect public health and safety by requiring safe operations of the shelters for both the shelter guests and the broader community. Temporary shelters include Temporary emergency low barrier shelter units and safe parking areas.

- (1) The City of Wenatchee shall enforce requirements providing that certain conduct within public rights-of-way including sitting, lying, pedestrian interference, and distribution of goods, products or supplies within 1000’ lineal feet of the boundaries of the subject properties to prevent the establishment of a nuisance.
- (2) The City of Wenatchee shall hold a neighborhood meeting or open house within 90 days of site operations commencing to provide information on the facility, gather comments, and provide a means to coordinate any future concerns.
- (3) Sites shall be maintained to address health and sanitation requirements consistent with local and state standards.
- (4) The site contractor shall submit for approval policies on coordination with surrounding property owners as a means to communicate and where applicable respond to concerns over time.
- (5) A site an operational plan must be submitted that addresses site management, site maintenance and provision of human and social services.

- (6) Low barrier shelter management practices shall be implemented onsite.
- (7) Sites shall be monitored on a quarterly basis to review conformance with the City of Wenatchee grant contract and code requirements.
- (8) Fencing adequate to limit access to the site for the safety and security of residents shall be installed and shall comply with WCC 10.48.130(4) Clear view triangle. Fences may not exceed six-feet in height and may be constructed out of solid materials or materials which provide for 100 percent site obstruction such as chain-link fencing with privacy slats.

SECTION III **Effective Period for Interim Zoning**

The interim zoning set forth in this Ordinance shall be in effect for a period of twelve (12) months from the date this Ordinance is passed and shall automatically expire at the conclusion of that twelve (12) month period unless the same is extended by the City as provided in state law or unless terminated sooner by Ordinance.

SECTION IV **Work Plan**

The Mayor and other responsible staff are hereby authorized and directed to study and address issues related to the continuing need for and impacts of safe park areas and temporary emergency low barrier shelter units. The Mayor and/or staff shall report their findings to city council within nine months of the date hereof.

SECTION V **Public Hearing**

A public hearing on the interim control imposed herein shall be held on December 8, 2022, at 5:15 p.m., upon notice, in order to take testimony and to consider adopting further findings.

SECTION VI
Severability

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance or its application to any other person or situation.

SECTION VII
Effective Date

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

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

Zoning District Categories:

- (a) RS – Residential Single-Family District.
- (b) RL – Residential Low District.
- (c) RM – Residential Moderate District.
- (d) RH – Residential High District.
- (e) CBD – Central Business District.
- (f) CN – Neighborhood Commercial District.
- (g) NWBD – North Wenatchee Business District.
- (h) SWBD – South Wenatchee Business District.
- (i) I – Industrial District.
- (j) WMU – Waterfront Mixed Use District.
- (k) OMU – Office Mixed Use District.
- (l) RMU – Residential Mixed Use District.
- (m) CD – College District.

Overlay District Categories:

- (a) MRC – Mixed Residential Corridor.
- (b) HEO – CBD Historic/Entertainment Overlay.
- (c) CSO – CBD Columbia Street Overlay.
- (d) CNO – Neighborhood Commercial Overlay.
- (e) PO – WMU Pedestrian Overlay.
- (f) RRO – WMU Recreational/Residential Overlay.
- (g) IO – WMU Industrial Overlay.
- (h) GHD – Grandview Historic District.
- (i) CDO – College District Overlay.



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Matt Parsons, Senior Planner
Community Development

MEETING DATE: October 27, 2022

I. SUBJECT

The River Academy Annexation: Resolution 2022-26 providing for the Notice of Intent to the Chelan County Boundary Review Board to annex certain property to the City of Wenatchee. The proposed annexation area is located on the east side of South Miller Street between Crawford St and Gehr St.

II. ACTION REQUESTED

Conduct a public hearing on The River Academy Annexation. Motion requested for the City Council to pass Resolution 2022-26.

III. OVERVIEW

On July 14, 2022 a ten percent (10%) annexation petition was brought before the Wenatchee City Council for the property located on South Miller Street. 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 a single parcel of land and a portion of the adjacent right-of-way. The area is approximately 4.9 Acres.

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 100% of the assessed value in the proposed boundary.

State law establishes when a legally sufficient petition is filed, the City Council may consider it and:

1. Fix a date for a public hearing; and
2. Provide notice specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation.

The notice is to be:

- a. Published in one or more issues of a newspaper of general circulation in the city; and
- b. Posted in three public places within the territory proposed for annexation

Notices have published and posted as required by state law and the adopted Resolution 2022-24.

IV. FISCAL IMPACT

Annexation would result in additional annual property revenues to the city and one-time revenues from future building permits. About 169 feet of street right-of-way is included in the boundary, resulting in increased street maintenance expenses. Estimates of annual property tax and costs associated with providing additional city services will be prepared for the Notice of Intention.

V. PROPOSED PROJECT SCHEDULE

- Staff transmits a Notice of Intent to the Chelan County Boundary Review Board soon after the passage of the resolution.
- BRB process:
 - Month 1: 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.
 - Month 3: The public hearing is typically held two months after the first meeting when the proposal is considered. After the close of the public hearing, the BRB would then have the option to approve the proposal, approve it in a modified form, or deny it.
 - Month 4: After the board passes a motion, following the close of the public hearing, a written decision will be issued within 40-days, typically at the next monthly meeting.
- 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 in writing by the BRB.
- The ordinance will be written to take effect 60 days after it is published in the paper and notice has been sent to the Chelan County Treasurer, Assessor, and light, power and gas distribution businesses.

VI. REFERENCE(S)

1. Resolution 2022-26

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. 2022-26

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:

The River Academy Annexation

- (1) The nature of the action sought: Annexation of one parcel into the City of Wenatchee;
- (2) A brief statement of the reasons for the proposed action: The applicant has applied for annexation so the two adjacent properties will be in the same jurisdiction. The applicant plans to build a school on the two properties once both are located in the city;
- (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,

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 October, 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

Ordinance No. _____

EXHIBIT A

**Boundary Description of Real Property to be Annexed into
the City of Wenatchee, WA
AUGUST 24, 2022**

- RIVER ACADEMY ANNEXATION -

Parcel A, Boundary Line Adjustment Number 2020-107, recorded December 4, 2020, under Auditor's File Number 2531225, records of Chelan County, Washington, described as follows:

All of Lot 12 and that portion of Lot 9, First Addition to Millerdale, Chelan County, Washington, according to the plat thereof recorded in Volume 2 of plats, page 17, lying above and West of the Millerdale irrigation ditch, according to the recorded plat thereof;

EXCEPT from said Lot 12 the following described Tract: Commencing at the West quarter corner of said Section 15, an iron monument case; thence North $0^{\circ}59'45''$ West along the West line of said Section 15 for 366.00 feet to a P.K. nail; thence South $89^{\circ}32'30''$ East for 30.01 feet to a 2 inch iron pipe on the easterly right of way of Miller Street, the TRUE POINT OF BEGINNING for this description; thence continue South $89^{\circ}32'30''$ East for 150.00 feet to a 2 inch iron pipe; thence North $00^{\circ}59'45''$ West for 127.00 feet to a 2 inch iron pipe; thence North $89^{\circ}32'30''$ West for 150.00 feet to a 2 inch iron pipe on the easterly right of way of said Miller Street; thence South $00^{\circ}59'45''$ East along said right of way for 127.00 feet to a 2 inch iron pipe, the TRUE POINT OF BEGINNING;

TOGETHER WITH that part of Lot 9, First Addition to Millerdale, Chelan County, Washington, according to the plat thereof recorded in Volume 2 of plats, Page 17, lying southwesterly of the following described line: Beginning at the southwest corner of Lot 10, First Addition to Millerdale; thence North $89^{\circ}31'33''$ West along the southerly line of said Lot 10, 316.09 feet; thence North $01^{\circ}30'26''$ West 115.31 feet; thence North $42^{\circ}59'38''$ West, 160.53 feet; thence North $29^{\circ}49'37''$ West 107.57 feet to the southerly line of said Lot 9 and the TRUE POINT OF BEGINNING; thence North $26^{\circ}36'06''$ West 132.69 feet; thence North $52^{\circ}25'41''$ West, 125.61 feet to the easterly line of said Lot 9, and the end of this description;

EXCEPT that portion of Lot 12, First Addition to Millerdale, according to the plat thereof recorded in Volume 2 of plats, Page 17 records of said County more particularly described as follows:

BEGINNING at the southwest corner of said Lot 12; thence East 83.00 feet; thence North 10.5 feet; thence West 62.45 feet; thence South 6.53 feet; thence West 20.55 feet; thence South 3.97 feet to the POINT OF BEGINNING;

TOGETHER WITH that portion of right of way for South Miller Street adjoining said Parcel A, bound on the West by the West right of way line for said Miller Street, bound on the East by the West Line of said Parcel A, bound on the North by the westerly extension of the North line of said Lot 12, and bound on the South by the westerly extension of the North line of a Tract of land being more particularly described as follows:

(River Academy Annexation description continued)

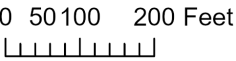
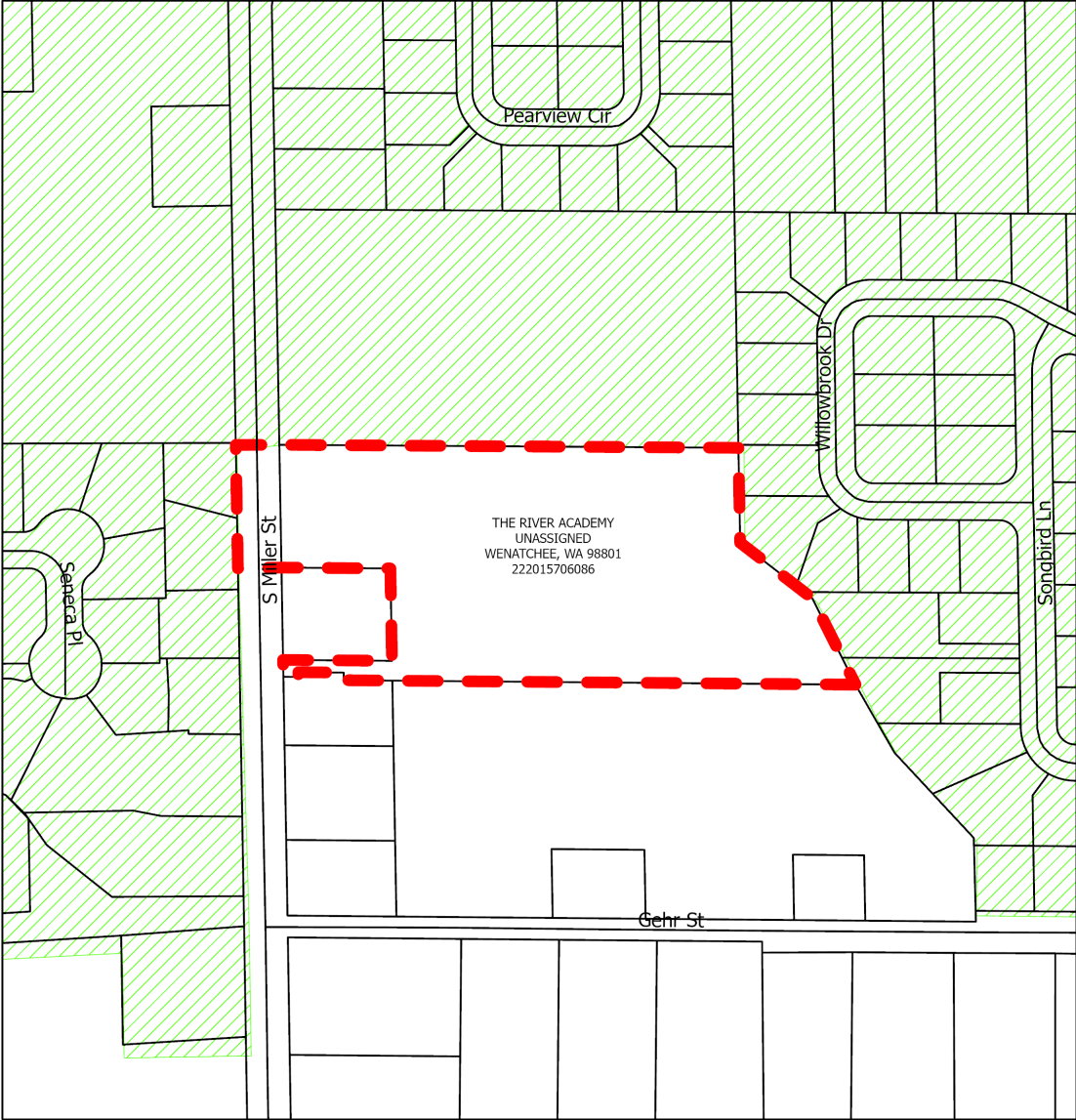
Commencing at the West quarter corner of said Section 15, an iron monument case; thence North 0°59'45" West along the West line of said Section 15 for 366.00 feet to a P.K. nail; thence South 89°32'30" East for 30.01 feet to a 2 inch iron pipe on the easterly right of way of Miller Street, the TRUE POINT OF BEGINNING for this description; thence continue South 89°32'30" East for 150.00 feet to a 2 inch iron pipe; thence North 00°59'45" West for 127.00 feet to a 2 inch iron pipe; thence North 89°32'30" West for 150.00 feet to a 2 inch iron pipe on the easterly right of way of said Miller Street; thence South 00°59'45" East along said right of way for 127.00 feet to a 2 inch iron pipe, the TRUE POINT OF BEGINNING.

Prepared By: Erik B. Gahringer, PLS
Date: August 24, 2022



48° North
Professional Land Surveying & Land Use Consulting
P.O. Box 4266
Wenatchee, WA 98807-4266
Phone: (509) 436-1640

The River Academy Annexation Proposed boundary



Legend

- Proposed Boundary
- Parcels
- City limits

- Urban Growth Area
- Streets

