



WENATCHEE CITY COUNCIL SPECIAL MEETING

Thursday, December 1, 2022

Wenatchee City Hall Council Chambers

301 Yakima Street

Wenatchee, WA 98801

AGENDA

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

5:15 p.m. Special 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 #205458 through #205528 in the amount of \$2,424,460.70 for November 10, 2022

Payroll distribution in the amount of \$435,310.00 for November 18, 2022

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

Claim checks #205529 through #205609 in the amount of \$651,747.52 for November 23, 2022

Wires #1573 and #1574 in the amount of \$68,587.70 for November 28, 2022

- Motion for City Council to accept the work performed by the contractor, Selland Construction, on the Tacoma Street Improvements Project, City Project No. 1907, and further authorize the Mayor to sign the Final Contract Voucher.

4. Action Items

A. Third Addendum to Temporary Water Right Mitigation Agreement

Presented by Assistant Utility Manager Terry O'Keefe

Action Requested: Motion for City Council to approve the Third Addendum to Temporary Water Right Mitigation Agreement with Crown Columbia Water Resources, LLC and authorize the Mayor's signature on the agreement and the 2023 Seasonal Change Application.

B. Exclusive Listing Agreement Re North Wenatchee Redevelopment Project

Presented by Executive Services Director Laura Gloria

Action Requested: *Motion for City Council to approve the Listing Agreement between the City of Wenatchee and Retail Specialists, LLC, an Alabama limited liability company, and Daines Capital, regarding the North Wenatchee Redevelopment Project and authorize the Mayor's signature.*

C. Arts, Recreation and Parks Commission Code Amendment

Presented by Parks, Recreation & Cultural Services Director David Erickson

Action Requested: *Motion for City Council to approve Ordinance No. 2022-31, amending Wenatchee Municipal Code Chapter 1.48.030 relating to the Arts, Recreation & Parks Commission.*

D. Amendment to WCC 6B.08.010

Presented by Assistant City Attorney Danielle Marchant

Action Requested: *Motion for City Council to adopt Ordinance No. 2022-30, amending Wenatchee City Code Section 6B.08.010 relating to parking violations and fines.*

5. Discussion Item

- 2023 Council Committee Assignments

6. Reports

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

7. Announcements

8. Close of Meeting

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).



WENATCHEE CITY COUNCIL
Thursday, November 10, 2022
Wenatchee City Hall Council Chambers
301 Yakima Street, 2nd Floor
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 4 Travis Hornby; 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 Gloria; City Attorney Steve Smith; IS Support Jessi Saucedo; Finance Director Brad Posenjak; Parks, Recreation & Cultural Services Director David Erickson; Community Development Director Glen DeVries.

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call. The Mayor called the meeting to order at 5:15 p.m. Councilmember Linda Herald led the Pledge of Allegiance. All Councilmembers were present.

2. Citizen Requests/Comments

Lee McNamara, PO Box 5426, Wenatchee, addressed the Council regarding homeless issues.

3. Consent Items

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

Vouchers:

Wires #1570 through #1572 in the amount of \$70,412.20 for October 25, 2022
Payroll distribution (retirees) in the amount of \$11,492.46 for October 31, 2022
Claim checks #205192 through #205280 in the amount of \$1,210,884.49 for October 27, 2022
Claim checks #205295 and #205296 in the amount of \$20.00 for October 31, 2022
Payroll distribution in the amount of \$560,550.15 for November 4, 2022

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

4. Action Items

A. Arts, Recreation and Parks Commission Member Re-Appointment

Parks, Recreation & Cultural Services Director David Erickson presented the staff report. Lyle Markhart was also present. The Council thanked Lyle for serving not only on the Parks Board, but also in his many volunteer roles throughout the city.

Motion by Councilmember Mike Poirier for City Council to approve Resolution No. 2022-24, re-appointing Lyle Markhart to position one of the Arts, Recreation & Parks Commission. Councilmember Mark Kulaas seconded the motion. Motion carried (7-0).

B. Code Enforcement Board Reappointments

Community Development Director Glen DeVries presented the staff report.

Motion by Councilmember Linda Herald for City Council to approve Resolution No. 2022-27 designating the reappointments of James Snyder, Amber Hallberg and Luis Gonzalez to the Code Enforcement Board for two-year terms ending December 31, 2024. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).

C. Lodging Tax Advisory Committee Reappointments

Executive Services Director Laura Gloria presented the staff report. Councilmember Linda Herald recused herself due to a conflict of interest.

Motion by Councilmember Mark Kulaas for City Council to approve Resolution No. 2022-28 reappointing Kristin Lodge, Cody Beeson, Mark Miller and Miguel Cuevas to the Lodging Tax Advisory Committee for two-year terms ending December 31, 2024. Councilmember Travis Hornby seconded the motion. Motion carried (6-0) (Herald conflict).

D. Updated Grant Agreement with Wenatchee Rescue Mission

Community Development Director Glen DeVries presented the staff report and power point presentation.

Motion by Councilmember Linda Herald for City Council to authorize the Mayor to enter into an updated grant agreement with the Wenatchee Rescue Mission extending through the time period of December 2024, in the amount of \$2,090,554.36. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).

5. Public Hearing Items. The Mayor called the public hearing to order and explained the public hearing process.

E. 2023 Property Tax Ordinance

Finance Director Brad Posenjak presented the staff report.

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

Motion by Councilmember Mark Kulaas for City Council to approve Ordinance No. 2022-27, authorizing an increase in the regular property tax levy to be collected in the 2023 tax year. Councilmember Top Rojanasthien seconded the motion. Motion carried (7-0).

6. Presentation

- 2023 Budget Document Overview – Finance Director Brad Posenjak presented the 2023 Budget overview.

7. Reports

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

- (1) The employee breakfast is on Monday morning at 8:00am.
- (2) The Mayor will be hosting, along with Mayor Crawford, Steve Wilkinson and Sasha Sleiman, "Coffee and Commerce" event next Wednesday morning at Pybus regarding the homeless program.
- (3) The WDA dinner is next Wednesday.
- (4) The interim control (zoning) open house is scheduled for 5:15pm next Tuesday.
- (5) City Hall ribbon cutting ceremony is next Thursday, November 17 at 4:30pm.
- (6) City Hall tours are scheduled for November 16 at 11:30am, 12:15pm and 1pm.
- (7) There is an NCW Equity Alliance reception this evening from 6-8 pm at the Mercantile.

b. Reports/New Business of Council Committees

Councilmember Linda Herald attended the Misawa meeting last week. The Mayor and Councilmember Kulaas have committed to go. They are limiting the delegation to 15-20 going for next year.

Councilmember Jose Cuevas attended the Chelan Douglas Homeless Task Force meeting. There is a lot of good information and many nonprofits getting involved and providing outreach to the homeless. The housing strategic plan is in the works – they are going to coordinate with Columbia River Homeless Task Force.

Councilmember Mike Poirier attended the Chelan Douglas Transportation Council Meeting. The Freight Mobility Investment Board meets next week to decide awards, and we are ranked #2 for the McKittrick/Miller project.

Councilmember Top Rojanasthien attended the Chelan Douglas Community Action Council where work continues on their capital campaign.

8. Announcements. None.

9. Close of Meeting. With no further business the meeting ended at 5:57 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk



WENATCHEE CITY COUNCIL SPECIAL MEETING

Thursday, November 17, 2022

Wenatchee City Hall Council Chambers
301 Yakima Street, 2nd 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 (via phone)

Staff Present: Executive Services Director Laura Gloria; City Attorney Steve Smith; IS Support Tim McCord; IS Support Zach Steele; Finance Director Brad Posenjak; Community Development Director Glen DeVries; Public Works Director Rob Jammerman; Parks, Recreation & Cultural Services Director David Erickson; IS Director Dale Cantrell

5:15 p.m. Special Meeting

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

2. Citizen Requests/Comments

Manuel Valencia addressed the City Council and thanked them for all of the good work. He is very thankful and happy with all of the projects that have happened over the last several years and still wants to continue to provide support for all community members.

3. Consent Items

- Motion to approve the agenda and vouchers

Vouchers:

Claim checks #205309 through #205363 in the amount of \$709,609.67 for November 3, 2022

Payroll distribution in the amount of \$9,865.54 for November 4, 2022

Payroll distribution in the amount of \$9,213.78 for November 4, 2022

Claim checks #205364 through #205457 in the amount of \$1,547,397.27 for November 10, 2022

Motion by Councilmember Mark Kulaas to approve the agenda and vouchers.
Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

4. Presentations

- Small Business Saturday Proclamation read by Councilmember Travis Hornby and presented to Wenatchee Downtown Association Executive Director Linda Haglund who reminded everyone to shop small on Saturday, November 26.

5. Action Items

A. Agreement related to Confluence Parkway Environmental Assessment

The Mayor provided information about staff's continued work with the Chelan County PUD regarding the environmental work and the hope is to have the agreement finalized by the end of the year. He is asking permission to finalize and sign an agreement regarding Confluence Parkway. Council asked questions.

Motion by Councilmember Linda Herald for the City Council to authorize the Mayor to negotiate and sign an Agreement related to Confluence Parkway Environmental Assessment with the Chelan County Public Utilities District #1. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).

B. WSDOT Roundabout at US Highway 2/97 and Easy Street Detour Agreement

Public Works Director Rob Jammerman presented the staff report and a slide showing the detour on a map.

Motion by Councilmember Mark Kulaas for City Council to authorize the Mayor to sign the Local Agency Detour Agreement #HR2 0148 in substantial conformance with the attached draft version. Councilmember Top Rojanasthien seconded the motion. Motion carried (7-0).

C. City Project 0623/1615/1919 – McKittrick Street (North Wenatchee Avenue to BNSF) Interlocal Agreement with Chelan County PUD

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

Motion by Councilmember Mike Poirier for City Council to authorize the Mayor to approve the Interlocal Agreement between the City of Wenatchee and Public Utility District No. 1 of Chelan County, providing for the reimbursement of costs incurred with the design and construction of electrical and fiber utilities associated with Project 0623/1615/1919. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

D. Multi-Family Tax Exemption Agreement with DJML, LLC

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

Motion by Councilmember Linda Herald for City Council to adopt Resolution No. 2022-29, authorizing the execution of an 8-year Multi-Family Housing Limited Property Tax Exemption Agreement with DJML, LLC. Councilmember Top Rojanasthien seconded the motion. Motion carried (7-0).

E. Vacant Land Lease between the City of Wenatchee and Pybus Market Charitable Foundation

Executive Services Director Laura Gloria presented the staff. Councilmember Travis Hornby recused himself due to a conflict of interest.

Motion by Councilmember Mike Poirier for City Council to approve the Vacant Land Lease between the City of Wenatchee and Pybus Market Charitable Foundation and authorize the Mayor's signature. Councilmember Jose Cuevas seconded the motion. Motion carried (6-0) (Hornby conflict).

F. First Amendment to Development Agreement between the City of Wenatchee and WA Mission & Kittitas Apartments, LLC

Executive Services Director Laura Gloria presented the staff report.

Motion by Councilmember Mark Kulaas for City Council to approve the First Amendment to the Development Agreement between the City of Wenatchee and WA Mission & Kittitas Apartments, LLC and authorize the Mayor's signature. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

G. Amendments to 2022 Budget

Finance Director Brad Posenjak presented the staff report.

Motion by Councilmember Travis Hornby for City Council to adopt Ordinance No. 2022-29, amending the 2022 Budget as adopted by Ordinance No. 2021-30, as amended by Ordinance No. 2022-11, revoking, recalling or decreasing all or a portion of total appropriations provided for, entering findings that this Ordinance is in the best interest of the City and requiring that this Ordinance be approved by a majority plus one of the entire Council. Councilmember Mark Kulaas seconded the motion. Motion carried (7-0).

6. Public Hearing Items

The Mayor called the public hearing to order and explained the public hearing process.

H. 2023 Budget Adoption

Finance Director Brad Posenjak presented the staff report. Council commented.

The Mayor asked for public comment. There was no one who wished to speak. He then turned it back to the Council.

Motion by Councilmember Travis Hornby for City Council to adopt Ordinance No. 2022-28, adopting the Final Budget for the City of Wenatchee, Washington, for the fiscal year ending December 31, 2023. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

Councilmember Keith Huffaker expressed his concerns with an additional staff person in the HR Department and would like to review the job descriptions to get a better understanding of the Department's workload.

7. Reports

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

- (1) The employee breakfast was held on Monday with a good turnout.
- (2) The bi-weekly "Safe Park" meeting was this week. Things are going well.
- (3) He and staff met with the State Treasurer's office this week regarding tax increment financing.
- (4) The quarterly meeting with the Port was held this week.
- (5) The interim control open house was on Tuesday with about 25 people from the public in attendance.
- (6) The Mayor participated in "Coffee and Commerce" on Wednesday morning at Pybus where they topic was homeless issues.
- (7) He attended the WDA dinner last night.
- (8) Executive Services Director Laura Gloria said that all were thankful for the ribbon cutting ceremony this evening with Dan Nanamkin's land acknowledgement, and the work of Brooklyn Holton and Parque Padrinos in putting the program together. It turned out great!
- (9) The Mayor thanked the IT team for their work in getting the audio/visual running in the new chambers.

b. Reports/New Business of Council Committees

Councilmember Keith Huffaker provided an update from the Chamber meeting.

Councilmember Jose Cuevas reported that he will be gone from December 9 until January 11.

Councilmember Linda Herald reported that she attended the interim control meeting this week and felt it went very well and that many are supportive of what we are doing.

Councilmember Mike Poirier asked to be included in the next bi-weekly "Safe Park" meeting.

8. Announcements. No meeting next week. The next meeting is December 1, and the final meeting of the year is December 8.

9. Close of Meeting. With no further business, the meeting ended at 6:00 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Jake Lewing, Project Engineer
Public Works Department

MEETING DATE: December 1, 2022

I. SUBJECT

Tacoma Street Improvements, City Project #1907
Final Acceptance

II. ACTION REQUESTED

Staff recommends the City Council accept the work performed by the contractor, Selland Construction, on the Tacoma Street Improvements Project, City Project No. 1907, and further authorize the Mayor to sign the Final Contract Voucher.

III. OVERVIEW

The City of Wenatchee received a Transportation Improvement Board (TIB) grant to complete this project. Improvements included curb, gutter, and sidewalk on both sides of the roadway, ADA ramps, roadway paving, and re-channelizing to provide bike lanes. The project also included stormwater collection and conveyance, illumination, and other utility improvements. A Chelan County PUD-owned water main was also replaced as part of the project.

The City Council awarded the project to Selland Construction on March 25, 2021 for a contract total of \$1,134,508.68. The project was physically completed on March 25, 2022, and the final amount paid to Selland Construction was \$1,195,654.88. The increase in contract cost is primarily due to a change order modifying the Contractor's phasing due to issues with the existing water main and additional property restoration costs along the street.

IV. FISCAL IMPACT

The total project budget was \$2,077,100 with \$1,615,000 allocated for construction. Construction is now complete. Minimal staff time is expected through project closeout.

VI. REFERENCE(S)

1. Final Contract Voucher

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director
Rob Jammerman, Public Works Director
Gary Owen, City Engineer
Jacob Huylar, Engineering Services Manager

City of Wenatchee
Tacoma Street Improvements

Winter 2020
Contract Forms



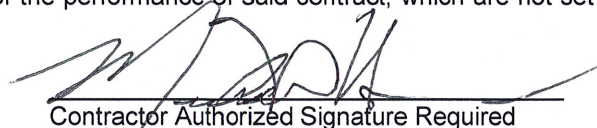
**City of Wenatchee
Department of Public Works**

**Final Contract
Voucher Certificate**

Contractor Selland Construction, Inc.			
Street Address PO Box 119			
City Wenatchee	State WA	Zip 98807	Date 11/15/22
City Project Number 1907	Federal-Aid Project Number N/A	Highway Number N/A	
Job Description (Title) Tacoma Street Improvements			
Date Work Physically Completed 03/25/22		Final Amount \$ 1,195,654.88	

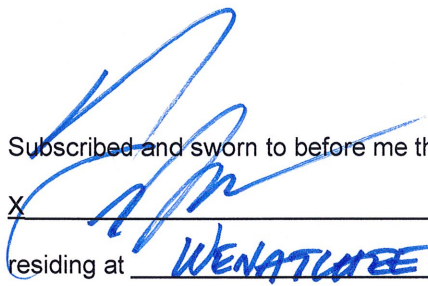
Contractor's Certification

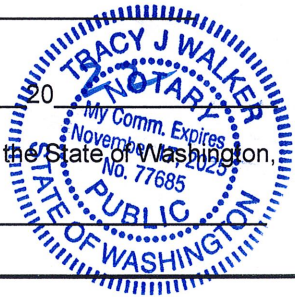
I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Wenatchee nor have I rented 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

Michael Hoven
Type Signature Name

Subscribed and sworn to before me this 15th day of NOV 2022

X  Notary Public in and for the State of Washington,
residing at WENATCHEE



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



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Terry O'Keefe, Assistant Utility Manager
Public Works Department

MEETING DATE: November 17, 2022

I. SUBJECT

Third Addendum to Temporary Water Right Mitigation Agreement

II. ACTION REQUESTED

Motion requested for the City Council to approve the Third Addendum to Temporary Water Right Mitigation with Crown Columbia Water Resources, LLC and authorize the Mayor's signature on the agreement and the 2023 Seasonal Change Application.

III. OVERVIEW

The Regional Water group entered into an agreement in 2016 with Crown Columbia Water Resources, LLC (Crown) to allow for the temporary use of a portion of the Regional water rights. No uses were found until March of 2020. The first addendum approved in December of 2020 allowed Crown to continue to move forward with the process of authorizing Granite Farms to use a portion of the water rights.

The proposed third addendum modifies the first and second addendum to extend the time for Crown to work with Ecology to complete a Water Budget Neutral (WBN) water right application or a seasonal change application.

IV. FISCAL IMPACT

As a condition of this Addendum, Crown shall reimburse Regional for all fees and costs incurred related to or arising out of this Addendum and the processing of any applications with Ecology. Regional water also receives an annual lease fee. As of June 2022, Regional was reimbursed \$6,664 and received a lease payment of \$226,888.

V. PROPOSED PROJECT SCHEDULE

The Regional partners, Public Utility District No. 1 of Chelan County and East Wenatchee Water District, will be presenting the proposed addendum to their respective boards in the fall of 2022 for consideration.

VI. REFERENCE(S)

1. Third Addendum to Temporary Water Right Mitigation Agreement
2. 2023 Seasonal Change Application

VII. ADMINISTRATIVE ROUTING

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

THIRD ADDENDUM TO TEMPORARY WATER RIGHT MITIGATION AGREEMENT

THIS THIRD ADDENDUM TO TEMPORARY WATER RIGHT MITIGATION AGREEMENT (“Second Addendum”) is entered into this date by and between the Regional Water System (formed by Interlocal Agreement among the Chelan County Public Utility District No. 1, the East Wenatchee Water District, and the City of Wenatchee), a municipal water purveyor (hereafter, “Regional”), and Crown Columbia Water Resources, LLC, a Delaware limited liability company (hereafter “Crown”), sometimes collectively referred to as the “Parties” or individually a “Party”.

RECITALS

- A. The Parties entered a Temporary Water Right Mitigation Agreement on May 17, 2016 (the “Temporary Agreement”).
- B. The Parties entered the Addendum to Temporary Water Right Mitigation Agreement on January 14, 2021 (the “First Addendum”). The Parties entered a Second Addendum to Temporary Water Right Mitigation Agreement on February 11, 2022 (the “Second Addendum”).
- C. As set forth in the First Addendum and the Second Addendum, Crown has entered a Mitigation Loan Agreement with Granite Farms, LLC (“Granite Farms”), effective March 20, 2020, which is attached to the First Addendum (the “Mitigation Agreement”). Crown desires to use the trust water right under the Temporary Agreement (the “Trust Right”) to meet a portion of the water use demands under the Mitigation Agreement.
- D. Crow has also entered a Trust Water Right Agreement with Ecology, dated April 18, 2016 (“Trust Agreement”), which will also be utilized to provide additional irrigation water to Granite Farms.
- E. The request by Crown would utilize the entire consumptive use portion of the Trust Right.
- F. Parties desire to enter this Third Addendum to allow for the use of the Trust Right by Granite Farms during the 2023 irrigation season.

AGREEMENT

Now therefore, in light of the above Recitals, which are incorporated herein by this reference as part of the agreement of the Parties, and in consideration of the mutual covenants set out below, the Parties agree as follows:

1. **Definitions.** The definitions and defined terms in the Temporary Agreement are incorporated herein by this reference.
2. The Parties agree that Sections 4.1 and 4.2 of the First Addendum (as revised by the Second Addendum) are hereby further revised to read as follows:

4. Application(s) with Ecology.

4.1 WBN Application. Crown will immediately undertake the efforts and process the application necessary with the Department of Ecology to allow for the issuance of a WBN water right for Granite Farms in an amount no more than 2,082 acre feet, using the Trust Right as mitigation. The WBN shall be mitigated by the Trust Right to the same extent approved by Ecology, not to exceed 2,082 acre feet without the written approval of Regional. The WBN water right application shall make it clear that the mitigation is temporary, expiring on December 31, 2032, or sooner pursuant to the terms of the Temporary Agreement, or the First Addendum, and spell out all of the conditions associated with the use of the Trust Right set forth in the Temporary Agreement, and the First Addendum. Crown and Granite Farms shall be solely responsible for compliance with the terms and conditions of the WBN water right. In the event the WBN water right is not approved by December 31, 2023, then this First Addendum shall terminate unless extended in writing, signed by the Parties.

4.2 Seasonal Change Application. Crown may pursue a seasonal change application for the 2021, 2022, and 2023 calendar years only by giving Regional written notice of this election on or before December 31, 2020 for the 2021 calendar year, on or before December 31, 2021 for the 2022 calendar year, and on or before December 31, 2022 for the 2023 calendar year (the "Seasonal Change Notice"). In the event the Seasonal Change Notice is timely provided, the seasonal change application to be prepared by Crown shall (a) withdraw the Trust Right from trust with Ecology for use by Granite Ridge for the 2021, 2022, and 2023 calendar years only, and (b) redeposit the Trust Right into trust with Ecology effective no later than the end of the calendar year (December 31, 2021 for the 2021 seasonal change, and December 31, 2022 for the 2022 seasonal change, and so on), with a term through December 31, 2032, for purposes of the WBN water right application to be pursued by Crown pursuant to Section 4.1, above for the period through December 31, 2032. In the event the Seasonal Change Notice is provided, then Regional shall not be obligated to extend the term of the deposit into trust of the Trust Right as set forth in Section 3, above (the seasonal change application will address the extension of the deposit into trust through December 31, 2032).

3. Cost Recovery. As a condition of this Third Addendum, Crown shall reimburse Regional for all fees and costs (including, but not limited to, attorney fees) incurred related to or arising out of this Third Addendum (including the negotiating and drafting of this Third Addendum) and the review and processing of any applications with Ecology. Crown shall be solely responsible for all fees and costs incurred through Ecology and to process any document arising from or related to this Third Addendum and the Temporary Agreement. Any reimbursement owed by Crown shall be paid within ten (10) days of Crown's receipt of a written invoice from Regional as set forth in Section 3 of the Temporary Agreement. The reimbursement set forth herein is due whether or not the Trust Right is extended through 2032, a Seasonal Change Application is pursued or granted, or the WBN water right is granted.

4. Security Deposit. The Parties affirm that Crown has previously deposited a \$20,000 security deposit with Regional for the full and faithful performance of the Temporary Agreement and agree that the security deposit shall also apply to the full and faithful performance by Crown of the terms of this Third Addendum. In addition, any payment from Crown not paid when due shall be governed by the Temporary Agreement, including but not limited to Section 3(e) of the Temporary Agreement.

5. Indemnity; Insurance. As a condition of this Third Addendum, Crown shall provide a certificate of insurance confirming the obligations set forth in Section 10 of the Temporary Agreement. Crown hereby affirms that the indemnity set forth in Section 10 of the Temporary Agreement applies to any actions taken by Crown or others with regard to the Trust Right arising out of or related to this Third Addendum. Crown hereby indemnifies and holds Regional harmless from and against any and all losses, costs or damages incurred by Regional arising out of or associated with the Temporary Agreement, as amended, including, but not limited to, any claim asserted by Granite Farms, a determination by Ecology, now or in the future, that any action taken pursuant to Temporary Agreement, as amended, resulted in a diminution or alteration of the full quantities and municipal uses authorized under the Trust Right, failure to comply with the terms and conditions of the WBN water right, the use of water associated with the Trust Right during the 2022 calendar year without obtaining a seasonable change authorization from Ecology, and the like.

6. Integration. Except as set forth in Paragraph 2, above (regarding Sections 4.1 and 4.2 of the First Addendum), the terms and conditions of the First Addendum shall remain in full force and effect and are not modified by this Third Addendum. The sole purpose of this Third Addendum is to extend the time frame for Crown to obtain the WBN water right and to allow for Crown to seek a seasonal change application for the 2023 calendar year for use by Granite Farms. The Parties agree that in the event the First Addendum is terminated pursuant to its terms, as modified by this Third Addendum, that this Third Addendum shall also terminate and be of no further force or effect, except that Paragraph 5, above, shall survive a termination of this Third Addendum. The Parties acknowledge that a seasonable change applications were submitted for the 2021 and 2022 irrigation seasons and that payment was made to Regional consistent with the Temporary Agreement. By entering this Third Addendum the Parties acknowledge that Crown has elected to pursue a seasonal change application for the 2023 irrigation season.

7. Entire Agreement. Except as modified by this Third Addendum, the Parties hereby affirm and ratify all terms and conditions of the Temporary Agreement and the First Addendum. In the event of a conflict between the terms of the Temporary Agreement, the First Addendum, and this Third Addendum, the terms and conditions associated with this Third Addendum shall control. Nothing herein or in any prior addendum shall be construed or interpreted as creating a right to further extend the term of the Temporary Agreement, and any such further extension shall be committed to Regional's sole discretion. This is an agreement between Regional and Crown. It is expressly understood that nothing herein shall make Granite Farms a third party

beneficiary arising under the Temporary Agreement, the First Addendum or this Third Addendum.

REGIONAL WATER SYSTEM:

CROWN:

CITY OF WENATCHEE

CROWN COLUMBIA WATER RESOURCES, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EAST WENATCHEE WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Granite Farms hereby acknowledges and agrees that the Trust Right, as defined herein, is subject to the terms and conditions of the Temporary Agreement, the First Addendum, and this Third Addendum.

GRANITE FARMS, LLC

By: _____

Name: _____

Title: _____

Date: _____

Application for Seasonal Change/Transfer of a Water Right



Form No. ECY 070-200 (rev. 8/2021)

- We strongly encourage applicants to seek pre-application consultation prior to applying for seasonal change of water source.
- Refer to accompanying guidance to complete this form.
- Incomplete applications will be returned.
- A \$50 fee is required to apply.
- All fees are non-refundable (RCW 90.03.470(13)).
- Applications must be received by February 15, or at least 60 days prior to your proposed use.

Where to mail your application:

Submit all applications to Ecology's Cashiering Section at the address below.

DEPARTMENT OF ECOLOGY
CASHIERING SECTION
PO BOX 47611
OLYMPIA, WA 98504-7611

Check the box for the region where your project is located.

- Central Region
- Eastern Region
- Northwest Region
- Office of Columbia River (OCR)*
- Southwest Region

*OCR has jurisdiction for designated OCR projects, and new projects located within one mile of the Columbia River.



To request ADA accommodation including materials in a format for the visually impaired, call Ecology Water Resources Program at 360-407-6872. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call TTY at 877-833-6341.



WATER RESOURCES PROGRAM

Application for Seasonal Change/Transfer of a Water Right

I am applying to (check all that apply):

- Change/transfer place of use
- Change point(s) of diversion/withdrawal
- Add point(s) of diversion/withdrawal
 - *Trust Water Donation to partly and temporarily Change to Irrigation Purpose of Use for 2023 after which it is to revert back to Trust*

For Ecology Use
Coding: 001-001-0285-000011
Amount Received: _____

1. Water Right Information

Water right or claim number CS4-022119CL(B)	Recorded name(s) Regional Water System	
Has the water been used as described on your water right document in the last five (5) years? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		
Water right owner Regional Water System	Phone no. (509) 888-6200	Alt phone no.
Address 301 Yakima		
City Wenatchee	State Washington	Zip code 98801
Email address pfraley@omwlaw.com		

2. Applicant Information

Applicant/business name Brad Smith (Granite Farms, LLC) co-applicant	Phone no. (509) 539-6516	Alt phone no.
Address 3866 Hanson Loop		
City Burbank	State Washington	Zip code 99232
Email address smith4960@hotmail.com		

Contact (if different from above) Crown Columbia Water Resources, LLC co-applicant	Phone no. (509) 924-1720	Alt phone no.
Address 3808 N. Sullivan Rd., Building N-15 #202		
City Spokane	State Washington	Zip code 99216
Email address mppete04@gmail.com		

3. Point(s) of Diversion or Withdrawal

A. Existing

Provide the source location information. Attach additional sheets if needed.

Source Name (Reference by number below)	QTR QTR	QTR	SEC	TWP	RGE	Well Tag	Parcel No.
1. Wenatchee/Columbia Rivers							
2.							
3.							
4.							

B. Proposed

Provide the source location information. Attach additional sheets if needed.

Source Name (Reference by number below)	QTR QTR	QTR	SEC	TWP	RGE	Well Tag	Parcel No.
1. See attached PROPOSED WELL LOCATIONS							
2.							
3.							
4.							

Do you own the proposed point(s) of diversion/withdrawal? Yes No

4. Place of Use

A. Existing

QTR QTR	QTR	SEC	TWP	RGE	County	Parcel No.	# of Irrigated Acres
The existing place of use for this Trust Water Right is the Columbia River from its confluence with the Wenatchee River downstream to the Pacific Ocean.							

Legal description of lands where water is presently used: **N/A**

Do you own all the lands in the existing place of use? Yes No **N/A**

If no, provide name & contact information. Attach additional sheets, if necessary.

Legal land owner(s) of <u>existing</u> place(s) of use (if different than applicant) N/A	Phone no.	Alt phone no.
Address		
City	State	Zip code
Email address		

B. Proposed (if different than 4.A)

QTR QTR	QTR	SEC	TWP	RGE	County	Parcel No.	# of Irrigated Acres
		2, 11, 14	7N	31E	Walla Walla	(see attached map)	1108 acres
		35	8N	31E	Walla Walla	(see attached map)	
	SW	18	7N	32E	Walla Walla	(see attached map)	

Legal description of lands where new use is proposed: **All of Sections 2 and 11 and the E½ of Section 14, ALL WITHIN T7N, R31EWM; that portion of Section 35, T8N, R31EWM, lying southeast of railroad; and the SW¼ of Section 18, T7N, R32EWM. Walla Walla County, WA.**

Do you own all the lands in the proposed place(s) of use? Yes No

If no, provide name & contact information. Attach additional sheets, if necessary.

Legal land owner(s) of <u>proposed</u> place(s) of use (if different than applicant) Port of Walla Walla (applicant leases land from the Port)	Phone no. (509) 525-3100	Alt phone no.
Address 310 A Street, Walla Walla Regional Airport		
City Walla Walla	State Washington	Zip code 99362-2269
Email address		

5. Project Description

Provide a brief description of the proposed seasonal change/transfer:

This application seeks to temporarily change the purpose, place of use, and point of diversion under a Trust authorization to allow withdrawal of water for irrigation use from hydraulically connected wells. This seasonal change request is consistent with previous seasonal applications submitted to, and approved by, Ecology for the same changes requested through this application.

**Existing (Trust Right): 5649 gpm, 2082 ac-ft/yr
Proposed (Irrigation): 5649 gpm, 2082 ac-ft/yr, 4/1 – 10/15 (Irrigation of 1108 acres)**

6. Historical Use

If not previously provided to Ecology, include information to support historical water use. Ecology may request additional information from you.

Section	Required information
6.1	Describe how the water proposed for seasonal change/transfer has been beneficially used since the water right was established.
6.2	Provide information on historical flow rate and explain how the amount was determined (e.g. meter data or power records).
6.3	If the requested seasonal change/transfer is for a water right claim, include evidence demonstrating use of water prior to 1917 for surface water, or prior to 1945 for groundwater.

7. Map

Attach a detailed map of your proposed seasonal change/transfer. The map should show existing and proposed point(s) of diversion/withdrawal, place(s) of use, and any other features involved with this application. Also, for irrigation purposes, you must indicate on the map those lands that will not be irrigated within the original place of use.

8. Signatures

By signing below, the applicant certifies that the information provided on this application is true and accurate to the best of their knowledge. If the applicant was assisted in preparing this application, they understand that they are responsible for the accuracy of the information.

The applicant also understands that, in order to process this application, they are granting staff from the Department of Ecology access to the above site(s) for inspection and monitoring purposes.

Brad Smith, Granite Farms LLC

Applicant Printed Name – Title (Co-Applicant)

Applicant Signature

(Date: MM/DD/YYYY)

Crown Columbia Water Resources, LLC (by contract w/Regional)

Applicant Printed Name (Co-Applicant)

Co-Applicant Signature

(Date: MM/DD/YYYY)

Regional Water System co-applicant Place of Use Admin/WR Holder

Water Right Holder Printed Name

Water Right Holder Signature

(Date: MM/DD/YYYY)

Port of Walla Walla

Landowner of Proposed Place of Use Printed Name

Landowner of Proposed Place of Use Signature

(Date: MM/DD/YYYY)

If additional signatures are required, attach a supplemental sheet.

Ecology regional offices

For additional information, contact the Ecology regional office where your project is located:

Region/ Office	Counties served	Mailing Address	Phone
Central	Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, Yakima	wrCRO@ecy.wa.gov 1250 W Alder St Union Gap, WA 98903	509-575-2490
Eastern	Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman	wrERO@ecy.wa.gov 4601 N Monroe Spokane, WA 99205	509-329-3400
Northwest	Island, King, Kitsap, San Juan, Skagit, Snohomish, Whatcom	wrNWRO@ecy.wa.gov PO Box 330316 Shoreline, WA 98133-9716	206-594-0000

Region/ Office	Counties served	Mailing Address	Phone
Office of Columbia River*	OCR has jurisdiction for designated OCR projects, and new projects located within one mile of the Columbia River.	wrCRO@ecy.wa.gov 1250 W Alder St Union Gap, WA 98903	509-575-2490
Southwest	Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Lewis, Mason, Pacific, Pierce, Thurston, Skamania, Wahkiakum	wrSWRO@ecy.wa.gov PO Box 47775 Olympia, WA 98504	360-407-6300

Attachment A. Hydrogeological Setting (for groundwater changes only)

If not previously supplied, the following may be required for a change in source. We strongly recommend that applicants contact Ecology prior to conducting any hydrogeological work, to determine the scope of data required for processing this application.

Section	Required information
A.1	Provide a description of existing authorized point(s) of withdrawal and proposed well(s), their locations, water well report, static water levels, pumping rates and schedules, etc.
A.2	If known, describe: <ul style="list-style-type: none"> • Geographic recharge and discharge areas • Seasonal variations of groundwater elevations • Interrelationships between surface water and groundwater, and between aquifers • Barriers to flow • Hydrologic boundaries
A.3	Attach any available well information, including: <ul style="list-style-type: none"> • Water well reports (well logs) for existing and proposed wells • Well diameter and depth • Motor and pump specifications (i.e., make, horsepower, and type) • Pump test data • Well locations (must be identified as outlined in Section 7 (Map))
A.4	If known, describe the following characteristics of the aquifer, and cite the source of that information: <ul style="list-style-type: none"> • Aquifer transmissivity • Aquifer storage coefficient and specific yield • Saturated thickness • Aquitard leakage • A detailed description of groundwater-flow boundaries • Water-level hydrographs for wells • Associated waterquality information
A.5	Additional hydrogeological work may be required to process your application.

Project Description in Support of Seasonal Change Application

This report is provided in support of the seasonal change application request. This change will not impair existing water rights. This change does not require a mitigation plan. This change does not consolidate exempt wells, involve Quincy Basin Artificially Stored Groundwater or involve drought.

The applicant leases farmland from the Port of Walla Walla. The applicant requires the water rights from this application to complete a portfolio of water rights that the applicant uses to irrigate said farmland for the year 2023. The rights are all sourced from an integrated water system that sources from the wells listed and located in the application. The co-applicants have used various trust water rights from the Columbia River for previous years at this location as authorized by changes to said rights by DOE (including seasonal changes to this water right). These previous changes authorized the use of these same wells that are in very high hydraulic continuity with the Columbia River to irrigate the same ground. This application merely continues an existing authorized pattern of temporary changes to use trust water to irrigate this land.

The subject right was changed from a right used predominantly for irrigation to municipal purposes and is currently in trust. Its attributes as tentatively determined in that change process pursuant to 90.03.380 have been preserved by its status as a trust right since that time. The right is not a family farm right and is not subject to instream flow provisions or any other provisions that would limit the uses proposed in this application. The quantities authorized do not meet the threshold for SEPA. Pursuant to prior Seasonal Change Applications, this water right reverted back to trust at the end of each irrigation season and Regional extended the trust term through 2032. In the event this change is approved this water right shall revert back to trust at the end of the 2023 irrigation season and remain in trust through 2032 (subject to the same provisions of that temporary donation), unless earlier terminated by Regional. However, it is likely that Crown will request future seasonal change applications until a longer term permit is in place for the duration of the temporary use at the proposed location (in each instance, the approval of Regional is required). This seasonal change application mirrors the prior seasonal changes filed on the same right for the 2021 and 2022 irrigation seasons.



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
1250 W Alder St • Union Gap, WA 98903-0009 • (509) 575-2490

May 4, 2021

Granite Farms, LLC
Attn: Brad Smith
3866 Hanson Loop
Burbank, WA 99323

Re: Seasonal Change Authorization Nos. CG3-21909(A)@8, CG4-31432P(B), CS4-022119CL(A)@5, and CS4-022119CL(B)@2

Dear Brad Smith:

DECISION: This SEASONAL CHANGE AUTHORIZATION to change the purpose of use for the above-referenced Trust Water Rights from mitigation to irrigation of 1,558 acres, for three points of withdrawal, all located within the W½ of Section 11, W½ of Section 2, all in T. 7 N., R. 31 E.W.M. and the place of use within Section 2, 11, and 14 of T. 7 N., R. 31 E.W.M., Walla Walla County, WA for the duration of the 2021 irrigation season.

Water Right No. CG3-21909C(A)@7 authorizes the use of 418 gpm, 472 acre-feet per year for the irrigation of 28 acres from April 1 through October 31.

Water Right No. G4-31432(B) authorizes the use of 60 gpm, 53 acre-feet per year for the irrigation of 28 acres from April 1 through October 31.

Water Right No. S4-022119CL(A)@2 authorizes the use of 1,628 gpm, 693 acre-feet per year for the irrigation of 369 acres from April 1 through October 15.

Water Right No. S4-022119CL(B) authorizes the use of 5,649 gpm, 2,082 acre-feet per year for the irrigation of 1,108 acres from April 1 through October 15.

This temporary authorization is **GRANTED** subject to the following provisions and conditions:

Brad Smith, Granite Farms, LLC
May 4, 2021
Page 2 of 4

PROVISIONS:

Quantity Limits, Flow and Regulation

1. This change does not authorize an enlargement of the withdrawal rate in gallons per minute or quantity in acre-feet per year as described in Certificate Nos. G3-21909C(A)@7, G4-31432(B), S4-022119CL(A)@2, and S4-022119CL(B).
2. The original places of use under Certificate Nos. G3-21909C(A)@7, G4-31432(B), S4-022119CL(A)@2, and S4-022119CL(B) shall be fallowed for the duration of the change unless irrigation is provided by a separate water right and authorized by the Department of Ecology (Ecology). Otherwise, irrigation in the original place of use of Certificate Nos. G3-21909C(A)@7, G4-31432(B), S4-022119CL(A)@2, and S4-022119CL(B) shall constitute a violation of the terms of this change authorization, and will result in its immediate termination. Other enforcement actions, including but not limited to fines and/or penalties, may also follow as a result of a violation.

Schedule and Inspections

1. This Seasonal Change Authorization shall expire at the end of the 2021 irrigation season, being October 31, 2021, at which time the place of use and point of diversion shall revert back to that described under Nos. G3-21909C(A)@7, G4-31432(B), S4-022119CL(A)@2, and S4-022119CL(B).
2. Department of Ecology (Ecology) personnel may field-verify this seasonal change at any time for compliance with the terms and/or conditions of this authorization.
3. Department of Ecology (Ecology) personnel, upon presentation of proper credentials, shall have access at reasonable times, to the project location, and to inspect at reasonable times, records of water use, wells, diversions, measuring devices and associated distribution systems for compliance with water law.

General Conditions

1. You are advised that the issuance of this Seasonal Change Authorization by Ecology does not convey a right of access to, or other right to use land, which you do not legally possess. Obtainment of such a right is a private matter between the applicant and the owner of the land.
2. The water right holder is required to maintain efficient water delivery systems and use of up-to-date water conservation practices consistent with RCW 90.03.005.
3. Nothing in this authorization shall be construed as satisfying other applicable federal, state, or local statutes, ordinances or regulations.
4. Ecology assumes no liability for the purchase and/or construction of any permanent facilities in conjunction with this Seasonal Change Authorization. Applicants for seasonal change should not construe that a seasonal change will result in the granting of a permanent change of water right.

Brad Smith, Granite Farms, LLC
May 4, 2021
Page 3 of 4

Measurements, Monitoring, Metering and Reporting

1. An approved measuring device must be installed and maintained for each of the sources identified by this water right in accordance with the rule "Requirements for Measuring and Reporting Water Use", WAC 173-173, which describes the requirements for data accuracy, device installation and operation, and information reporting. It also allows a water user to petition the Department of Ecology for modifications to some of the requirements.
2. Recorded water use data shall be submitted via the Internet. To set up an Internet reporting account, contact the Central Regional Office. If you do not have Internet access, you can still submit hard copies by contacting the Central Regional Office for forms to submit your water use data. Water use data shall be submitted to the Department of Ecology by January 31 of each calendar year.
3. In the event the meter(s) or measuring device(s) becomes damaged or inoperable, all water use shall cease until such time as the meter or measuring device is restored to proper working order.

Easement and Right-of-Way

1. The water source and/or water transmission facilities are not wholly located upon land owned by the applicant. Issuance of a water right change authorization by this Department does not convey a right of access to, or other right to use, land which the applicant does not legally possess. Obtaining such a right is a private matter between applicant and owner of that land.

YOUR RIGHT TO APPEAL

You have a right to appeal this decision to the Pollution Control Hearings Board (PCHB) within 30 days of the date of receipt of this decision. The appeal process is governed by chapter 43.21B RCW and chapter 371-08 WAC. "Date of receipt" is defined in RCW 43.21B.001(2).

To appeal you must do the following within 30 days of the date of receipt of this document:

- File your appeal and a copy of this document with the PCHB (See addresses on next page.) Filing means actual receipt by the PCHB during regular business hours.
- Serve a copy of your appeal and this document on Ecology in paper form - by mail or in person. (See addresses on next page.) E-mail is not accepted.
- Serve a copy of your appeal and this decision in paper form – by mail or in person. (See address on next page.) E-mail is not accepted.

Brad Smith, Granite Farms, LLC
May 4, 2021
Page 4 of 4

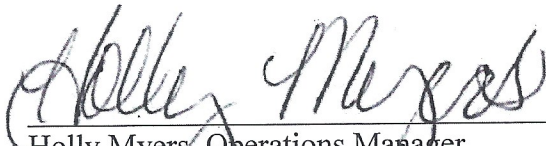
You must also comply with other applicable requirements in chapter 43.21B RCW and chapter 371-08 WAC.

ADDRESS AND LOCATION INFORMATION

Street Addresses	Mailing Addresses
Department of Ecology Attn: Appeals Processing Desk 300 Desmond Drive SE Lacey, WA 98503	Department of Ecology Attn: Appeals Processing Desk PO Box 47608 Olympia, WA 98504-7608
Pollution Control Hearings Board 1111 Israel Road SW Ste 301 Tumwater, WA 98501	Pollution Control Hearings Board PO Box 40903 Olympia, WA 98504-0903

For additional information visit the Environmental Hearings Office Website: <http://www.eho.wa.gov>
To find laws and agency rules visit the Washington State Legislature Website: <http://www1.leg.wa.gov/CodeReviser>

DATED this 4th day of May, 2021.


Holly Myers, Operations Manager
Office of Columbia River

HM:KLB:cc (210422)

Enclosure: *Your Right to Be Heard*

By Certified Mail: 7014 3490 0001 5526 8432

cc: Philip Rigdon, Natural Resources Director, Yakama Nation
Mark Peterson, Attorney

Seasonal Changes: Proposed Points of Withdrawal/Place of Use

118° 58' 14.1057" W
046° 08' 11.3899" N

(Satellite Image (Hybrid Street))

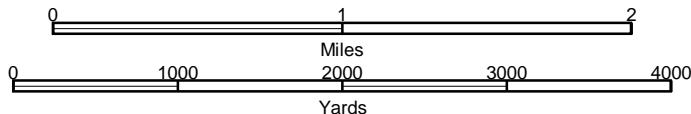


046° 04' 28.9818" N
118° 58' 14.1057" W

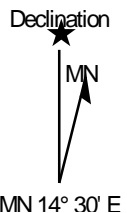
(Satellite Image (Hybrid Street))

Printed: Tue Nov 16, 2021
+ 046° 04' 28.9818" N
118° 49' 37.9355" W

SCALE 1:42000



CONTOUR INTERVAL UNKNOWN FT
[BASE MAP VERTICAL DATUM]



(Satellite Image (Hybrid Street))
SATELLITE IMAGE (HYBRID STREET), WA
JUL 1, 2019



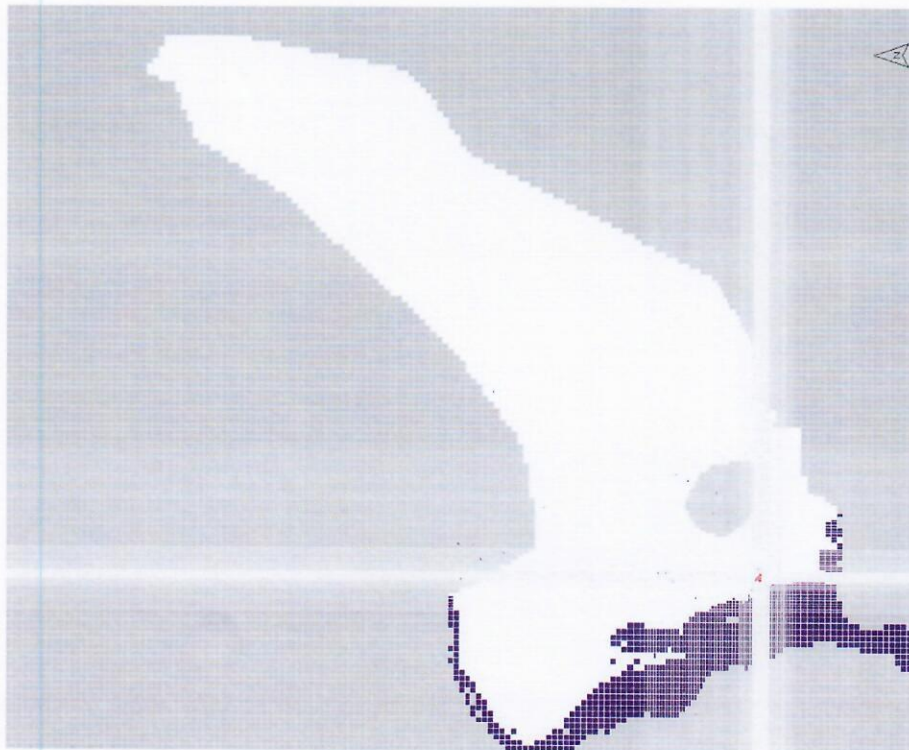





FIGURE A-1
Model Vicinity Map

Port of Walla Walla
North Well Field

-  Constant Head Boundary
-  No Flow Boundary
-  Active Cells



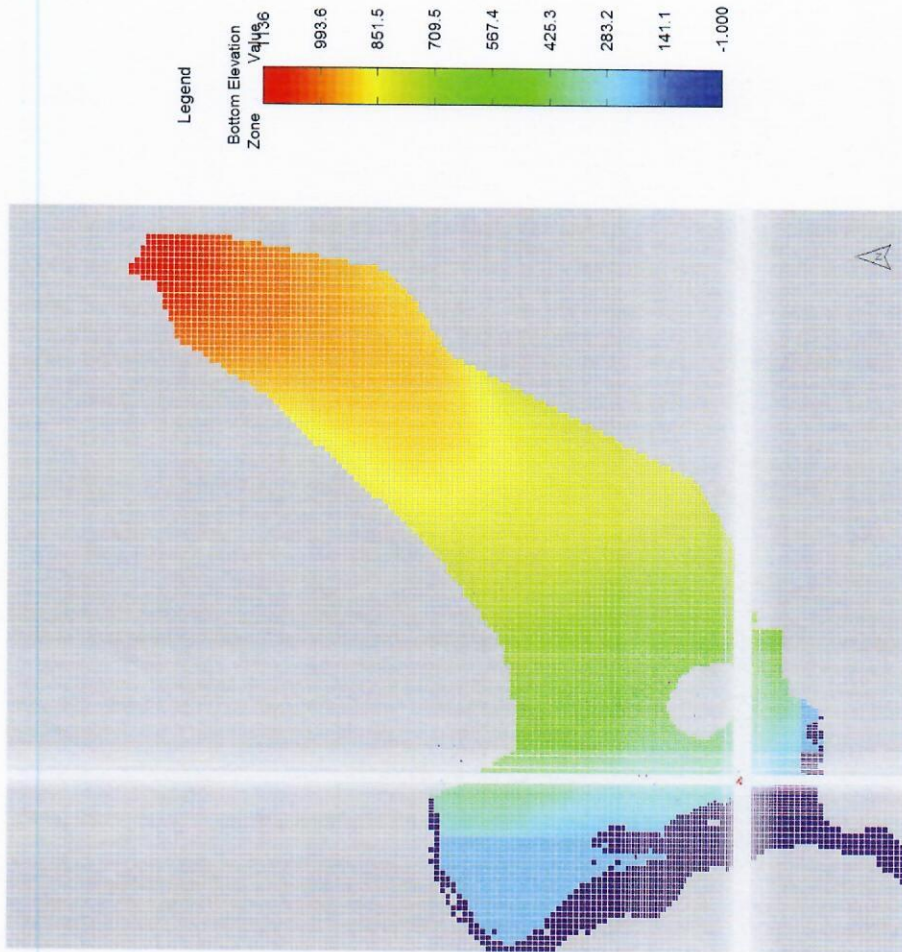
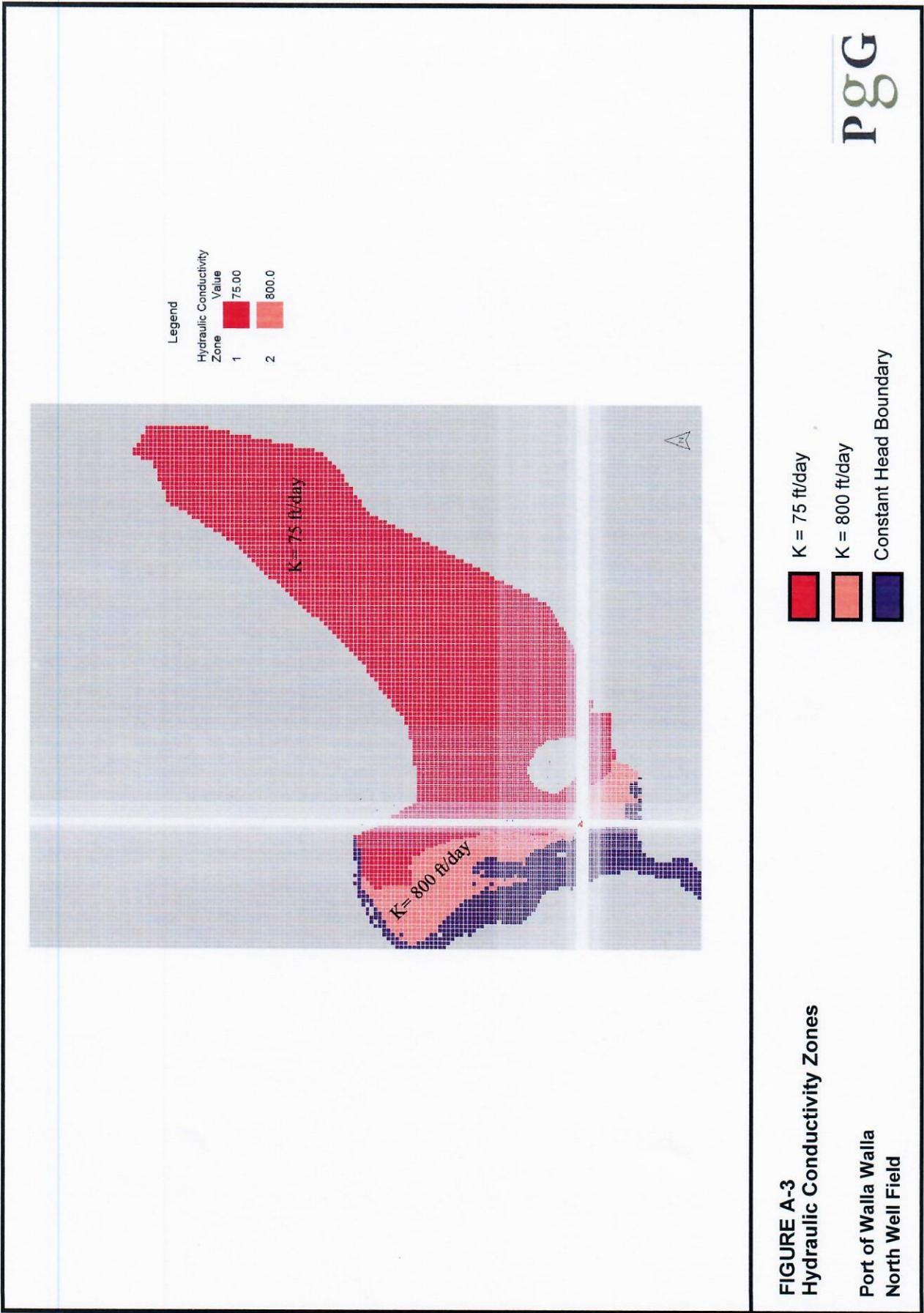


FIGURE A-2
Aquifer Bottom Elevation

Port of Walla Walla
North Well Field



Legal Description - Proposed Place of Use

Exhibit 1:
Legal Description

WALLA WALLA COUNTY, STATE OF WASHINGTON

PARCEL A:

Township 7 north, Range 31 east of the Willamette Meridian.

Section 2: All, EXCEPT Burlington Northern Railroad right of way

Tax Parcel #31-07-02-00-0001

Section 11: All, EXCEPT that portion lying within Cummins Road.

Tax Parcel #31-07-11-00-0001

Township 8 north, Range 31 east of the Willamette Meridian.

Section 35: All that portion lying south and east of the Burlington Northern Railroad right of way.

Tax Parcel #31-08-35-41-0003

PARCEL B:

The east half of Section 14 in Township 7 north, of Range 31 east of the Willamette Meridian.

EXCEPTING THEREFROM that portion lying within Nine Mile Canyon Road.

TOGETHER WITH an easement for purposes of ingress and egress and for the purpose of installing and maintaining an irrigation pipeline herein, over and across the southerly 30 feet in width of Section 13 in Township 7 north, of Range 31 east of the Willamette Meridian.

Tax Parcel #31-07-14-11-0007 & #31-07-14-41-0001

ALSO, The southwest quarter of Section 18 in Township 7 north, of Range 32 east of the Willamette Meridian.

EXCEPT the west 40 feet lying within Cummins Road.

Tax Parcel #32-07-18-31-0003

END OF EXHIBIT A

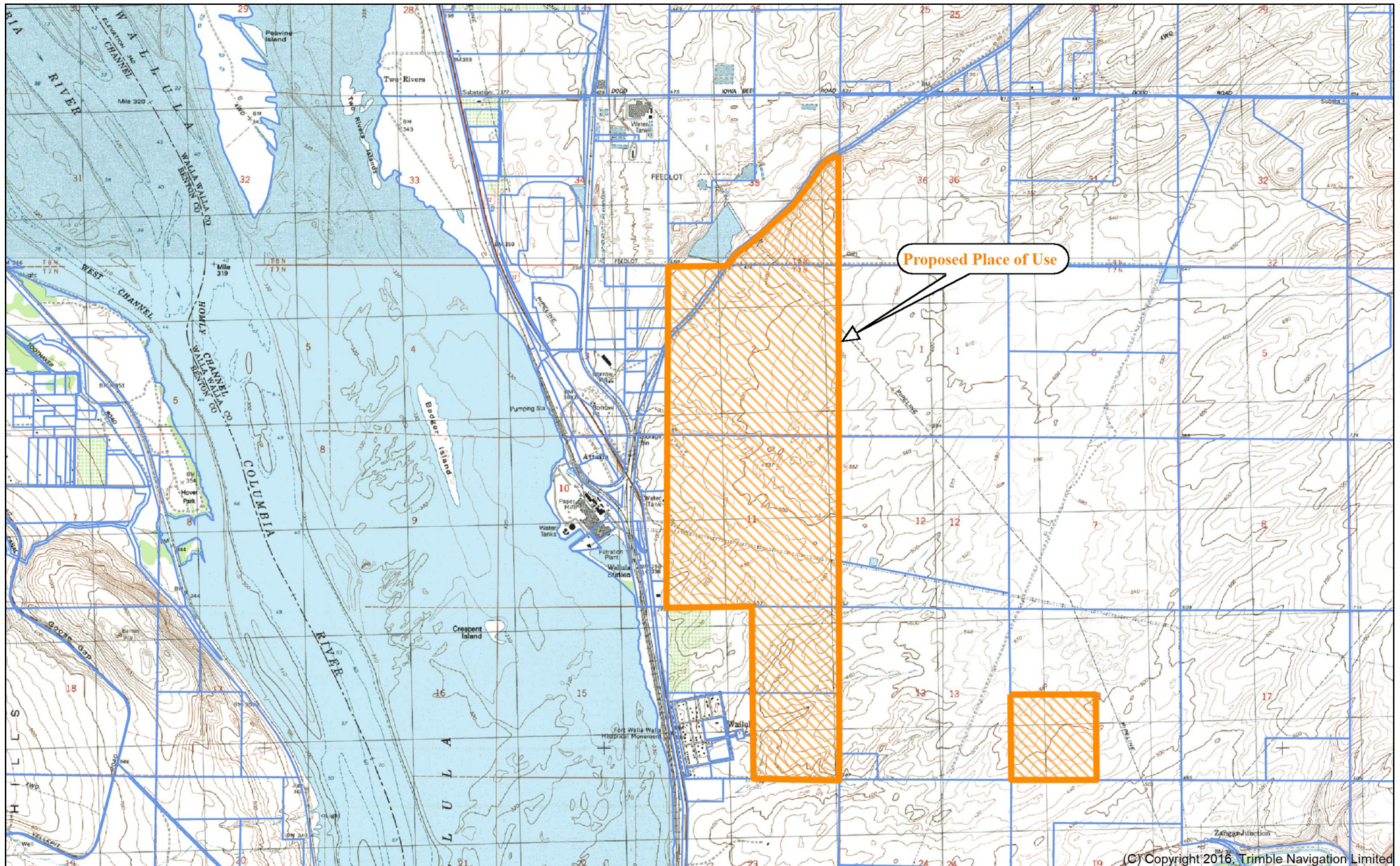
Seasonal Changes: Proposed Place of Use

(RICHLAND)

118° 59' 27.8470" W
046° 08' 46.9620" N

(WALLA WALLA)

WALLA WALLA QUADRANGLE
W.S. 1820 For Wenatchee City Council
TOPOGRAPHIC SERIES Page 37 of 56
118° 49' 13.3139" W
+ 046° 08' 46.9620" N



046° 04' 22.1904" N
118° 59' 27.8470" W

(PENDLETON)
SCALE 1:50000

Printed: Tue Oct 19, 2021
+ 046° 04' 22.1904" N
118° 49' 13.3139" W

(PENDLETON)

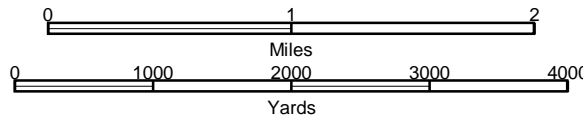


Water Right
Solutions

Declination



MN 14° 30' E



CONTOUR INTERVAL 20 FT
[BASE MAP VERTICAL DATUM]

WALLA WALLA, WA
JAN 1, 1992





CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

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

MEETING DATE: December 1, 2022

I. SUBJECT

Exclusive Listing Agreement between the City of Wenatchee and Retail Specialists, LLC an Alabama limited liability company and Daines Capital regarding the North Wenatchee Redevelopment Project

II. ACTION REQUESTED

Motion for the City Council to approve the Listing Agreement between the City of Wenatchee and Retail Specialists, LLC an Alabama limited liability company and Daines Capital regarding the North Wenatchee Redevelopment Project and authorize the Mayor's signature.

III. OVERVIEW

In early 2021, staff began exploring the opportunity to engage with a commercial broker that would help actively market the City's North Wenatchee redevelopment property regionally and nationally. The City entered into a Memorandum of Understanding (MOU) with RAM Development Partners to provide marketing, real estate and development services on the City's behalf for a one-year term. The MOU also anticipated that RAM could become the master developer and gave them a one-year exclusive right to market and develop. The MOU expired in September of 2022 and while RAM is interested in continuing to assist the City in real estate services, it is not interested in developing the property through its own means. As such, the proposed Listing Agreement removes the development component and would engage RAM as the City's listing broker for the property for an initial listing period of six months.

For the purposes of the Listing Agreement, RAM is entering into the contract as Retail Specialist which is a division of RAM that focuses on retail real estate. Additionally, as RAM is an organization that is based out of Alabama, they have partnered with local Washington firm Daines Capital to process any future sales transactions.

IV. FISCAL IMPACT

In the event of a sale of the property or a portion of the property, the City would compensate Retail Specialist with a sales fee equal to 3% of the purchase price. This fee would be deducted from the City's sale proceeds.

VI. REFERENCE(S)

1. Listing Agreement with Retail Specialists, LLC and Daines Capital

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Brad Posenjak, Finance Director

EXCLUSIVE LISTING AGREEMENT

The Owner hereby engages RETAIL SPECIALISTS, LLC., an Alabama limited liability company (the “AL Broker”) and DAINES CAPITAL (the “WA Broker”) (and together with the AL Broker, collectively referred to as the “Agents”) as Owner’s exclusive agents, and Owner herein grants to the Agents the sole and exclusive right to market for sale the herein described Property for the terms set forth below. Likewise, the Owner agrees to refer all prospects for, or persons inquiring about, the sale of said Property to the Agents during the term hereof.

OWNER: City of Wenatchee
PO Box 519
Wenatchee, WA 98807

AGENTS: Retail Specialists, LLC (the “AL Broker”)
2200 Magnolia Avenue S. Suite 100
Birmingham, Alabama 35205
Phone: (205) 313-3676 Fax: (205) 313-3677

Daines Capital (the “WA Broker”)
3029 E. Boone Avenue
Spokane, Washington 99202
Attn: Steven Daines
Email: steven@dainescapital.com

PROPERTY: Parcel ID: 232033141050
1551 N Wenatchee Avenue
Wenatchee, WA 98801
5.71 Acre Lot

Parcel ID: 232033733066
1583 N Wenatchee Avenue
Wenatchee, WA 98801
1.04 Acre Lot

Parcel ID: 232033733065
1567 N Wenatchee Avenue
Wenatchee, WA 98801
0.49 Acre Lot

LISTING PERIOD: The Agents will aggressively and creatively market the property for an initial listing period of six months. Upon the expiration of the initial six-month term, this Agreement shall automatically renew on a month-to-month basis until terminated by either party. The agreement can be terminated by either party with thirty (30) days written notice. Upon terminations of this Agreement, the Agents shall supply Owner with a list (“Prospect List”) of sales prospects with whom negotiations regarding new sales have been introduced by the Agents. For sales, Owner shall pay the Agents pursuant to the Sales Agreement section below on any sale to anyone on the Prospect List with whom a sale closes within six (6) months of termination. In addition, upon termination of the Agreement, the Agents shall also continue to negotiate and represent Owner on those active deals which shall be supplied by the Agents to Owner on a list of sales prospects (“Active List”) with whom active negotiations have commenced. The Agents shall continue to act as agent/broker of

record on these deals through completion and be paid the fees set forth in the sections on Sale Agreement below.

SIGNS: The Agents are authorized to place its signs on the Property during the term of the Listing Period.

SALE AGREEMENT: Owner hereby agrees to pay the Agents the following fees for the Agents' services in the event of the sale of the property:

In the event of the sale of the Property, Owner agrees to compensate the Agents with a sales fee equal to three (3%) of the purchase price and shall remit the amount to the AL Broker to be shared with the WA Broker in accordance with as separate fee agreement between them as required under Washington law. Owner should expect to pay procuring brokers an additional fee to be negotiated prior to execution of PSA. Any sales fees that are earned by the Agents will be paid at closing.

AGENCY AGREEMENT: The Agents are the Exclusive Agent of the Owner and will represent the Owner in any transaction involving the Property unless otherwise approved in writing by the Owner. However, it is hereby stipulated that if a potential person or entity with whom the Agents have a current agency relationship, the Agents may become a limited Consensual Dual Agent without further notifying the Owner. The Owner also acknowledges that it has read and understands the types of representation available under Washington State Law.

DUTIES OF AGENT:

- (a) The Agents shall use diligent efforts to promote and market the Property through all means it deems appropriate and shall coordinate with Owner the preparation of all marketing material, including without limitation ads, brochures, and signs. All such promotion and advertising shall be subject to the prior approval of Owner.
- (b) The Agents shall actively seek the cooperation and participation of other brokers, both on a local and national basis, in promoting the sale of the Property.
- (c) The Agents shall use diligent efforts to do all things reasonable to accomplish the sale of available Property.

LICENSING: AL Broker hereby represents that it and its personnel providing services are, to the extent required by law, duly licensed in the State of Alabama. AL Broker shall work as allowable per Washington law with WA Broker under the terms of this Agreement. WA Broker's fee shall be borne by AL Broker, and not Owner. AL Broker fully indemnify and hold harmless WA Broker. WA Broker maximum liability AL Broker is no greater than the fee to be paid or paid by AL Broker to WA Broker for this transaction.

LIMITATION OF LIABILITY:

- A) Owner understands that AL Broker is not licensed by Washington. AL Broker and WA Broker have a separate fee agreement.
- B) Except for AL Broker's negligence or willful misconduct, Owner hereby agrees to indemnify and hold harmless AL Broker of any loss, damages, injuries, liabilities, expenses (including defense costs and legal fees), claims and actions of whatsoever kind arising from the sale of the property, negotiation of the property sale, property marketing and Broker's performance of this agreement.
- C) Owner agrees to retain its own counsel in the review of any transactional documents pertaining to the property and understands that the Agents' and Owner's relationship is at "arms-length." Owner agrees that the Agents make no representation or warranties to the

accuracy of information provided to the Owner and that Owner should retain its own independent investigations. D) Owner acknowledges that it has been advised by the Agents to consult and retain experts to advise and represent it concerning the legal and tax effects of this Agreement and consummation of a transaction, as well as the condition and compliance with laws of the Property, including improvements, equipment, soil, tenancies, title and environmental matters.

**DUTIES AND
REPRESENTATIONS
OF OWNER:**

(a) Owner shall provide the Agents with all required Property information in a form reasonably adequate for the Agents' intended use thereof in the sale of the Property. To Owners best knowledge and actual belief that the information provided is accurate and complete.

(b) Owner shall cause to be prepared in consultation with the Agents, necessary and appropriate Property signage, marketing brochures and advertisement each of which may note the Agents' exclusive agency. Owner acknowledges that the sign is the property of the Agents.

(c) Owner shall fully respond to all requests from the Agents within seven (7) days of Owner's receipt of such request.

**PROFESSIONAL
ADVISE:**

Owner will obtain legal, tax, financial or other professional advice with respect to a transaction relating to the Property, as well as the condition of the Property. The Agents cannot provide any such advice to Owner and Owner will not expect or rely upon any such advice from the Agents. In determining the financial soundness of any prospect, Owner will rely solely upon Owner's own investigation and evaluation notwithstanding the Agents' assistance in gathering any financial information.

ENFORCEMENT:

With the exception of where it is a violation of federal or state law or is otherwise approved in writing in this or collateral agreements, the Parties agree to accept arbitration by a mutually agreed upon arbitrator as the final determination of any interpretation necessary between the Parties.

The undersigned represent under the penalty of fraud that the individually and/or corporately have the authority to enter into this Listing Agreement and to execute any document(s) relating to the completion of the marketing efforts of the Agents without any further approval or other required signatures.

[signatures on the following page]

AGREED: RETAIL SPECIALISTS, LLC, (“AL BROKER”)

By: _____

Its: Qualifying Broker

Date: _____, 2022

AGREED: DAINES CAPITAL (“WA BROKER”)

By: _____

Its: Qualifying Broker

Date: _____, 2022

AGREED: CITY OF WENATCHEE, WASHINGTON (“OWNER”)

By: _____

Its: _____

Date: _____, 2022



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

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

MEETING DATE: December 1, 2022

I. SUBJECT

Arts, Recreation and Parks Commission Code Amendment

II. ACTION REQUESTED

Move approval of Ordinance 2022-31 amending Wenatchee Municipal Code Section relating to 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.

In 2015, the seven-member Parks and Recreation Advisory Board, seven-member Arts Commission and seven-member Cemetery Board were combined into one, nine-member Commission as their objectives and duties overlapped. To gain functional, operational and efficiency and to be consistent with the size of other City boards and commissions it is desired to decrease the size of the Commission from nine to seven members. This change will not impact the current members of the Commission.

Staff recommends approval.

IV. FISCAL IMPACT

None.

V. PROPOSED PROJECT SCHEDULE

If approved, the change would take effect in January.

VI. REFERENCE(S)

VII. ADMINISTRATIVE ROUTING

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

ORDINANCE NO. 2022-31

AN ORDINANCE, amending ordinances 2015-24 and 2015-02, relating to Chapter 1.48.030 “Arts Recreation and Parks Commission”, Wenatchee City Code.

WHEREAS, the seven-member Parks and Recreation Advisory Board, seven-member Arts Commission and seven-member Cemetery Board were combined into one, nine member commission in 2015 as their objectives and duties overlapped; and.

WHEREAS, for functional, operations and efficiency purposes and to be consistent with the size of other City boards and commissions it is desired to decrease the size of the Commission from nine to seven members.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WENATCHEE, WASHINGTON, do ordain as follows:

SECTION I

That prior Ordinance Nos. ordinances 2015-24 and 2015-02, relating to the Arts Recreation and Parks Commission, codified at Chapter 1.48.030 WCC, shall be and hereby are amended to read as contained in the following section:

1.48.030 Appointment – Terms.

(1) All commission members shall be appointed by a majority vote of the city council. All appointments and reappointments to a commission position shall be in writing and signed by the mayor.

(2) The commission terms and positions shall be as follows:

(a) Positions 1 and 2 shall be appointed for a term expiring December 31, 2025;

(b) Positions 3 and 4 shall be appointed for terms expiring December 31, 2023;

(c) Positions 5 and 6 shall be appointed for terms expiring December 31, 2024; and

(d) Position 7 shall be reserved for the student member and be appointed annually. The term shall span the academic year.

(3) All subsequent appointments for each position, except for vacancies, shall be for three-year terms.

(4) Vacancies occurring other than through expiration of terms shall be filled for the remainder of the term of the member being replaced.

(5) No member shall serve more than two consecutive full terms. If a member is appointed to fill an unexpired term of 18 months or less, that term shall not count as a full term.

(6) Members of the commission shall reveal all potential conflicts of interest due to membership of or employment by other entities and shall recuse themselves from discussion and decision-making concerning issues for which a conflict exists.

(7) The position of a member shall be forfeited and become vacant upon three consecutive unexcused absences from regular commission meetings.

(8) Members of the board may be removed by the mayor, with concurrence of the city council, for neglect of duty, conflict of interest, malfeasance in office or for other just cause.

SECTION II

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF
WENATCHEE** 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: Danielle R. Marchant, Assistant City Attorney
City Attorney's Office

MEETING DATE: December 1, 2022

I. SUBJECT

Amendment to WCC 6B.08.010.

II. ACTION REQUESTED

It is requested that the City Council adopt Ordinance No. 2022-30.

Proposed Motion: I move to adopt Ordinance No. 2022-30, which is an ordinance amending Wenatchee City Code Section 6B.08.010 relating to parking violations and fines.

III. OVERVIEW

The Washington State Legislature passed SSB No. 5226. The Bill affects the suspension of license for traffic infractions and amends Ch. 46.63 RCW, which provides the procedures for the processing of traffic infractions including the length of time that a person has to respond to a traffic infraction, and the options that a person has to respond. For example, a person may now respond to a traffic infraction by requesting a payment plan.

Title 6B WCC is the City's parking code. A violation of the City's parking code is deemed a traffic infraction pursuant to RCW 46.63.020. As a result, WCC 6B.08.010 pertaining parking code violations must be amended in order to comply with SSB No. 5226.

SSB No. 5226 goes into effect on January 1, 2023. Proposed Ordinance No. 2022-30 would mirror that effective date.

IV. FISCAL IMPACT

Unknown at this time.

V. REFERENCE(S)

1. Proposed Ordinance No. 2022-30
2. Redline of amendment to WCC 6B.08.010

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Gloria, Executive Services Director
Brad Posenjak, Finance Director
Tammy Patterson, WPD Records Supervisor

ORDINANCE NO. 2022-30

AN ORDINANCE, amending Wenatchee City Code Section 6B.08.010 relating to parking violations and fines.

WHEREAS, the Washington State Legislature passed SSB No. 5226, which becomes effective January 1, 2023; and

WHEREAS, SSB No. 5226 modifies the procedures to respond to traffic infractions; and

WHEREAS, the parking violations in Title 6B of the Wenatchee City Code (“WCC”) are deemed traffic infractions; and

WHEREAS, the City Council of the City of Wenatchee desires to amend WCC 6B.08.010 in order to comply with SSB No. 5226.

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

SECTION I

WCC 6B.08.010 is amended in its entirety to read as follows:

6B.08.010 Violation – Fines.

(1) A violation of Chapter 6B.06 WCC, unless otherwise specified, shall be a traffic infraction punishable by a fine of \$30.00.

(2) A violation of WCC 6B.06.160 shall be a traffic infraction punishable by a fine of \$50.00.

(3) A violation of WCC 6B.06.050, 6B.06.170 or 8.18.040 shall be a traffic infraction punishable by a fine of \$124.00.

(4) Any violation of Chapter 6B.06 WCC or WCC 8.18.040 shall be processed as a traffic infraction for a parking violation, as stated in Chapter 46.63 RCW, as it now appears or is hereafter amended.

(5) In the event a response to a traffic infraction is not made in accordance with subsection (4), then an additional monetary penalty of \$25.00 shall be assessed.

SECTION II

Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary clerical corrections to this Ordinance, including but not limited to the correction of references to other local, state or federal laws, codes, rules or regulations; or ordinance numbering and section/subsection numbering.

SECTION III

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 IV

This Ordinance shall take effect January 1, 2023, or thirty (30) days from and after its passage and publication as provided by law, whichever is later.

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

6B.08.010 Violation – Fines.

(1) A violation of Chapter 6B.06 WCC, unless otherwise specified, shall be a traffic infraction punishable by a fine of \$30.00. ~~In the event that the initial fine is not paid within the first 15 days of the date of the issuance of said infraction, the fine shall increase to \$50.00.~~

(2) A violation of WCC 6B.06.160 shall be a traffic infraction punishable by a fine of \$50.00. ~~In the event that the initial fine is not paid within the first 15 days of the date of the issuance of said infraction, the fine shall increase to \$75.00.~~

(3) A violation of WCC 6B.06.050, 6B.06.170 or 8.18.040 shall be a traffic infraction punishable by a fine of \$124.00. ~~In the event that the initial fine is not paid within the first 15 days of the date of the issuance of said infraction, the fine shall increase to \$149.00.~~

(4) Any violation of Chapter 6B.06 WCC or WCC 8.18.040 shall be processed as a traffic infraction for a parking violation, as stated in Chapter 46.63 RCW, as it now appears or is hereafter amended.

(5) In the event a response to a traffic infraction is not made in accordance with subsection (4), then an additional monetary penalty of \$25.00 shall be assessed.

COUNCIL COMMITTEE ASSIGNMENTS (2022)

Boards, Councils & Organizations	Meeting Date/Time	Mayor Kuntz	Exec. Svcs. Director	Pos. 1 Jose Cuevas	Pos. 2 Mike Poirier	Pos. 3 Top Rojanasthien	Pos. 4 Travis Hornby	Pos. 5 Mark Kulaas	At Lg A Linda Herald	At Lg B Keith Huffaker
Council Meetings	2 nd & 4 th Thursday 5:15 p.m.	X	X	X	X	X	X	X	X	X
Council Workshops	3 rd Thursday Every other month Beginning February 5:15 p.m.	X	X	X	X	X	X	X	X	X
Council Finance Committee	2 nd and 4 th Thursday 3:00 p.m.	X	X	X	X	X				
Council Public Safety Committee	3 rd Thursday 3:30 p.m. / every other month	X	X	X			(alt)		X	X
Council Public Works / Economic Development Committee	1 st and 3 rd Tuesday 8:15 a.m. @ City Hall	X	X				X	X	X	(alt)
City Director/Dept. Head Meeting	2nd Thursday 1:30 p.m.	X	X	Always Invited						
Mayor Pro-tem	<i>On call</i>									
Arts, Recreation & Parks Commission	3 rd Tuesday 4:00 p.m.	None Required								
Chelan County Solid Waste Council	Feb. 7, May 2, Aug. 1, Nov. 7 @ 4pm Chelan Co. PW Conf. Room									X
Chelan Douglas Health District Board	3 rd Monday 3:00 p.m.					X				(alt)
Chelan-Douglas Transportation Council	2 nd Thursday 9:00 a.m.				X		(alt)			
Code Enforcement Board	4 th Wednesday 5:30 p.m.	None Required								
Community Action Council	2 nd Wednesday 12:00 p.m.					X				(alt)
Disability Board (LEOFF)	Varies/as needed			X				X		
Firemen's Pension	As needed				X					
Grievance Committee	On call	X								
Homeless Steering Committee	Meeting times vary			(alt)					X	
Link Board	3 rd Tuesday							X		

COUNCIL COMMITTEE ASSIGNMENTS (2022)

Boards, Councils & Organizations	Meeting Date/Time	Mayor Kuntz	Exec. Svcs. Director	Pos. 1 Jose Cuevas	Pos. 2 Mike Poirier	Pos. 3 Top Rojanasthien	Pos. 4 Travis Hornby	Pos. 5 Mark Kulaas	At Lg A Linda Herald	At Lg B Keith Huffaker
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	3:00 p.m.									
Lodging Tax Advisory Committee	3 rd Wednesday, every other month 12:00 p.m.	(alt)						X		
Misawa Sister City	1 st and 3 rd Thursday 5:30 p.m. E. Wen. City Hall								X	
Museum Board	3 rd Tuesday at 11:30 a.m.							X		
Planning Commission	3 rd Wednesday 5:30 p.m.	None Required								
Police Disability Advisory Bd.	As needed	X								
Public Facilities District	1 st and 3 rd Mondays at 4:00 p.m.	X								
Regional Water		X								
RiverCom (Chief Crown also attends)	3 rd Wednesday 9:00 a.m.				(alt)		X			
Tourism Promotion Area Board	3 rd Wednesday at 12:00 p.m.				X	X				
Wenatchee Valley Stormwater Advisory Committee	Varies				(alt)					X
Wenatchee Downtown Assoc.	2 nd Weds. 7:45 a.m.					(alt)	X			
Wenatchee Valley Chamber of Commerce	3 rd Tuesday at 6:30 a.m.						(alt)			X