



## WENATCHEE CITY COUNCIL

Thursday, January 26, 2023

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. 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 #206133 through #206156 in the amount of \$1,461,009.85 for January 10, 2023

Claim checks #206157 through #206225 in the amount of \$681,193.07 for January 12, 2023

Claim checks #206626 through #206233 in the amount of \$10,060.44 for January 13, 2023

Claim checks #206234 through #206276 in the amount of \$625,205.45 for January 17, 2023

Payroll distribution in the amount of \$447,755.00 for January 20, 2023

- Motion for City Council to authorize the Mayor to sign a pipeline crossing agreement with the Wenatchee Reclamation District.

##### 4. Presentation

- Presentation of the Wenatchee Convention Center Schematic Design Report by ALSC Architects

##### 5. Action Items

###### A. Interlocal Agreement with Cascadia Conservation District

Presented by Deputy Public Works Director-Utilities Jessica Shaw

**Action Requested:** *Motion for City Council to approve the Interlocal Agreement for Technical Assistance, Project Coordination, and Support Services with Cascadia Conservation District and authorize the Mayor's signature.*

##### 6. Reports

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

##### 7. Announcements

##### 8. Close of Meeting



**WENATCHEE CITY COUNCIL**  
**Thursday, January 12, 2023**  
Wenatchee City Hall Council Chambers  
301 Yakima Street  
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

**Staff Present:** Executive Services Director Laura Gloria; City Attorney Steve Smith; City Attorney Danielle Marchant; City Clerk Tammy Stanger; IS Support Tim McCord; IS Support Zach Steele; Human Resources Director Kari Page; Parks, Recreation & Cultural Services Director David Erickson; Project Engineer Charlotte Mitchell; Project Engineer Zachary Horton; Community Development Director Glen DeVries; Planning Manager Stephen Neuenschwander; Senior Planner Matt Parsons; Project Engineer Jake Lewing; Public Works Director Rob Jammerman; Finance Director Brad Posenjak

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

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

**2. Citizen Requests/Comments**

Paul Schmidt, 1595 South Miller, Wenatchee, asked about the tax breaks provided to the complexes providing five or more units, and also thanked the city for snow removal.

**3. Consent Items:**

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

Vouchers:

Claim check #205717 in the amount of \$28,949.26 for December 2, 2022  
Payroll distribution in the amount of \$90,463.57 for December 5, 2022  
Payroll distribution in the amount of \$7,174.87 for December 5, 2022

Claim checks #205718 through #205785 in the amount of \$628,758.99 for December 8, 2022  
Claim checks #205786 through #205887 in the amount of \$719,201.82 for December 15, 2022  
Payroll distribution in the amount of \$433,140.00 for December 20, 2022  
Claim checks #205888 through #205969 in the amount of \$1,470,198.23 for December 22, 2022  
Wires #1575 through #1577 in the amount of \$59,227.33 for December 27, 2022  
Claim checks #205984 through #206065 in the amount of \$2,472,994.13 for December 29, 2022  
Claim checks #206066 to #206067 in the amount of \$26,921.47 for December 29, 2022  
Benefits/deductions in the amount of \$1,212,041.60 for December 30, 2022  
Payroll distribution in the amount of \$624,036.65 for December 30, 2022  
Payroll distribution in the amount of \$11,492.46 for December 30, 2022  
Claim checks #206081 through #206090 in the amount of \$117,348.12 for January 3, 2023  
Payroll distribution in the amount of \$54,146.06 for January 5, 2023  
Claim checks #206091 through #206132 in the amount of \$445,954.70 for January 5, 2023

The Mayor asked Human Resources Director Kari Page if she could provide information to the City Council on the recent AWC Workers' Comp Retro refund the City received in the amount of \$112,639, and she provided the history of the program and the many benefits the City has received since inception. Great work by the City's Human Resources Department through this program!

#### **4. Public Hearing Items**

The Mayor explained the public hearing process.

##### **A. Confluence Parkway Project Environmental Assessment and Draft Individual Section 4(f) Evaluation**

Executive Services Director Laura Gloria presented the staff report and requested the City Council hold a public hearing for the purpose of collecting public comments.

The following individuals addressed the Council

1. Emily Fogle
2. Natalie Williams
3. Ryan Leffler
4. Susan Ballinger
5. Randy Lewis
6. Lisa Foster
7. Mary Big-Bull Lewis
8. Jimmy Holman
9. Paul Schmidt

*[A court reporter was present to take a verbatim report of this public hearing and the comments provided. The report will be attached to these minutes.]*

##### **B. 2021 Community Development Block Grant Consolidated Annual Performance and Evaluation Report**

Planning Manager Stephen Neuenschwander presented the staff report and a power point presentation. The Mayor asked if there was anyone from the public who wished to comment. There was no one who wished to comment.

Motion by Councilmember Top Rojanasthien for City Council to accept the 2021 Community Development Block Grant Consolidated Annual Performance and Evaluation Report. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

## 5. Action Items

- C. Resolution No. 2023-03, appointing a member to the Wenatchee Arts, Recreation and Parks Commission (Megan Kassebaum)

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

Motion by Councilmember Mike Poirier for City Council to approve Resolution No. 2023-03, appointing Megan Kassebaum to the Arts, Recreation and Parks Commission. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

- D. City Project No. 2315 Red Apple Road (Vista to Miller) - Budget Approval and Grant Authorization

Project Engineer Charlotte Mitchell presented the staff report. Council asked questions and commented.

Motion by Councilmember Mike Poirier for City Council to approve the project budget and authorize the Mayor to sign the Transportation Improvement Board grant agreement forms. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

- E. City Project 1916 Methow Street Improvements Project – Authorization to Award Construction Contract

Project Engineer Zachary Horton presented the staff report. Council commented and asked questions.

Motion by Councilmember Jose Cuevas for City Council to award the construction contract for the Methow Street Improvements Project, City Project No. 1916, to the lowest responsive bidder and authorize the Mayor to sign the contract documents. Councilmember Travis Hornby seconded the motion. Motion carried (5-2; Herald, Huffaker nay).

- F. Historic Preservation Board Member Reappointments (Bob Culp/Jon Campbell)

Community Development Director Glen DeVries presented the staff report.

Motion by Councilmember Linda Herald for City Council to pass Resolution No. 2023-02, designating the reappointment of Bob Culp and Jon Campbell to the Historic Preservation Board to serve another three-year term ending December 31, 2025. Councilmember Mike Poirier seconded the motion. Motion carried (7-0).

**G. Planning Commission Member Reappointment (Susan Albert)**

Community Development Director Glen DeVries presented the staff report.

Motion by Councilmember Mark Kulaas for City Council to pass Resolution No. 2023-01, designating the reappointment of Susan Albert to the Planning Commission to serve another four-year term ending December 31, 2026. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).

**H. Purchase and Sale Agreement (3420 US Highway 97A, Wenatchee)**

City Attorney Emeritus Steve Smith presented the staff report.

Motion by Councilmember Travis Hornby for City Council to authorize the Mayor Pro Tempore to negotiate and sign a Purchase and Sale Agreement between the City of Wenatchee and Jimmy and Paula Properties, LLC, for the City to purchase the property located at 3420 US Highway 97A, Wenatchee, WA for the sum of \$1,200,000. Councilmember Top Rojanasthien seconded the motion. Motion carried (7-0).

**I. The River Academy Annexation – Ordinance 2023-01**

Senior Planner Matt Parsons presented the staff report.

Motion by Councilmember Linda Herald for City Council to adopt Ordinance No. 2023-01, providing for the 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, subject to the provisions of Ordinance No. 2007-34 and all subsequent amendments thereto. Councilmember Mark Kulaas seconded the motion. Motion carried (7-0).

**J. City Project 0623/1615/1919 – McKittrick Street (North Wenatchee Avenue to BNSF)  
Authorization to Award Construction Contract in the amount of \$6,377,955.25  
Budget Amendment for 0623/1615/1919**

Project Engineer Jake Lewing presented the staff report. Council commented and asked questions.

Motion by Councilmember Mark Kulaas for City Council to amend the project budgets for Project 0623-1615/1919 and award the contract for the construction of the McKittrick

Street (North Wenatchee Ave to BNSF), Project 0623/1615/1919, to J&K Earthworks, in the amount of \$6,377,955.25 and authorize the Mayor to sign the construction contract documents. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

## 6. Reports

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

- (1) Staff continue to work with the PUD on Confluence Parkway;
- (2) The Mayor will be in Olympia tomorrow to meet with the Governor and other Mayors to discuss homeless issues;
- (3) The Mayor testified via Zoom to the Senate re proposed changes to the PFD legislation for a regional aquatics center.
- (4) City Engineer Gary Owen retired at the end of the year.
- (5) Executive Services Director Laura Gloria added that the Martin Luther King, Jr. Day/Multi-Cultural Festival is Saturday at the Museum and the Wenatchee Valley Uplift Awards will be presented at 2:15 p.m.
- (6) The WDA annual appreciation dinner is on February 22.
- (7) Downtown businesses have requested a parking change to downtown from 3 hours to 2 hours.

b. Reports/New Business of Council Committees

Councilmember Travis Hornby attended interviews for the new WDA Executive Director and an announcement is coming soon.

Councilmember Linda Herald said an email has gone out to those who are traveling with the delegation to Misawa this summer. She also attended the Columbia River Homeless Housing Task Force Meeting yesterday. Additional funds have been appropriated to the Wenatchee Rescue Mission.

**7. Announcements.** None.

**8. Close of Meeting.** With no further business, the meeting ended at 6:31 p.m.

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Frank J. Kuntz, Mayor

Attest:

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Tammy L. Stanger, City Clerk



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Zachary Horton, Project Engineer *ZH*  
Public Works Department

**MEETING DATE:** January 26, 2023

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**I. SUBJECT**

City Project 1916 – Methow Street Improvements Project  
Authorization to Sign Crossing Agreement

**II. ACTION REQUESTED**

Motion requested for City Council to authorize the Mayor to sign a pipeline crossing agreement with the Wenatchee Reclamation District.

**III. OVERVIEW**

The City of Wenatchee will be installing water infrastructure at the intersection of Methow Street and Lincoln Street in preparation for the City's contractor to construct a new 12" ductile iron water main along Methow Street and decommission the existing 8" asbestos-cement water main (circa 1946). In order for the City to complete the work, it will be necessary to cross underneath the existing 42" diameter irrigation distribution pipe in two locations. The Wenatchee Reclamation District maintains an easement through the public right of way for their irrigation distribution pipe and requires that we enter into a pipeline crossing agreement with the District for the new crossings. The agreement has been reviewed by Steve Smith, City Attorney, prior to presentation to City Council.

**IV. REFERENCE(S)**

1. Pipeline Crossing Agreement

**V. ADMINISTRATIVE ROUTING**

Rob Jammerman, Public Works Director  
Jessica Shaw, Deputy Public Works Director – Utilities  
Jacob Huylar, Engineering Services Manager  
Anna Carr, Administrative Assistant  
Natalie Thresher, Financial Analyst  
Tammy Stanger, City Clerk  
Laura Gloria, Executive Services Director  
Brad Posenjak, Finance Director

Return Address:

Wenatchee Reclamation District  
514 Easy Street  
Wenatchee, WA 98801

## **AGREEMENT – PIPELINE CROSSING – LINCOLN-METHOW STREETS**

**Grantors/Grantees:** Wenatchee Reclamation District, a Washington irrigation district, and City of Wenatchee, a Washington municipal corporation

**Legal Description (abbreviated):** S ½, SE, SE, Sec. 10, T. 22 N., R. 20 E., W.M., Chelan County, Washington.

**Assessor's Tax Parcel ID#:** N/A

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between WENATCHEE RECLAMATION DISTRICT, a Washington irrigation district (“District”), and the City of Wenatchee, a Washington municipal corporation (“City”). City plans to cross under the District’s existing steel pipeline (“Pipeline”), located within the District’s 10 foot easement (5 feet from the centerline of the Pipeline on each side), within the following described property:

The South half of the Southeast quarter of the Southeast of Section 10, Township 22 North, Range 20 East of the Willamette Meridian, in Chelan County, State of Washington.

The City further plans to install a twelve (12) inch ductile iron domestic water pipeline to the west on Lincoln St and an eight (8) inch ductile iron domestic water pipeline to the north on Methow Street, no less than two (2) feet beneath the District’s Pipeline, all as depicted in the plans attached as Exhibit A hereto, crossing under the Pipeline in two places. The tasks to be performed by the City described above and in paragraph 1 below are collectively referred to herein as the “Work”.

In consideration of the City’s installation of both an eight (8) and a twelve (12) inch ductile iron domestic water line as herein depicted and its reimbursing the District’s staff, legal and



engineer's review costs, and in consideration of the performance by the City and its successors and assigns of all covenants, terms, and conditions contained in this Agreement, the parties agree as follows:

1. Scope; Cost of Engineering, Surveying, Construction, and Maintenance.

The City shall bear sole responsibility for crossing the specified section of the District's existing steel pipeline. The City shall have sole responsibility for and bear all costs of all aspects of the entire project, including, but not limited to, engineering and surveying.

2. Specification. The City in performing the Work shall act in accordance with

good engineering practice and shall comply with all applicable codes, regulations, and standards, District requirements, and all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

3. Submission of Plan. Prior to any part of the Work or any activity, that

activity might potentially impact the District's Pipeline, related facilities, or operations, the City shall submit to the District plans for the same that are satisfactory to the District. Nothing in this Agreement or otherwise shall be deemed to impose any duty or obligation on the District to determine the adequacy or sufficiency of plans or designs of the City or to ascertain if the City's construction conforms with the plans and specifications that the City submits.

4. Work Standards. The City shall perform all activities in a careful and

workmanlike manner so as not to damage or compromise District's Pipeline, and related facilities and so as not to interfere with or obstruct the flow of water in the District's Pipeline. On completion of its activities related to the Work, and on completion of any subsequent work performed by the City over or in the vicinity of the District's Pipeline, or related facilities, the City shall remove all debris and restore the District's Pipeline and related facilities to the condition in which they were prior to the commencement of its activities. Such restoration shall be to the District's satisfaction.

5. Use and Activity. The City shall exercise its rights so as to avoid

interference with and so as not to obstruct or endanger the District's Pipeline, related facilities, and operations. No work shall take place during the irrigation season, i.e., during the time that the District is utilizing the Pipeline for the conveyance of water, except in case of an emergency. Normally, irrigation season extends from March 15 through October 15.

6. Retained Easement. The District maintains and operates its Pipeline within the 10 foot easement listed above. The pipeline carries irrigation water furnished by the District to water users. This Agreement, in its entirety, is made subject to the superior rights of the District, its successors and assigns, to maintain, operate, repair, rebuild, and replace its Pipeline at any time, together with the right of ingress and egress at any time, upon, under and through its Easement for the purposes of maintenance, operation, repair, rebuilding, or replacement.

7. Indemnity. To the fullest extent submitted by law, the City specifically and expressly agrees to defend, indemnify and hold harmless the District, its directors, officers, and employees from and against all suits, actions, proceedings, claims, demands, judgments, damages, penalties, fines, and expenses (including, but not limited to reasonable attorney fees), whether arising before or after completion of its activity arising out of or due to:

(a) Any act, omission, fault, or negligence of the City, its contractors or subcontractors in connection with or incident to the Work or its activities related to the Work;

(b) Any injury to or death of any person or persons (including any employees(s) of contractors or subcontractors) or damage to any property or environment in connection with or incident to performance of its activities;

(c) Any failure of the City, its contractors or subcontractors to comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits or other requirements of any third party governmental authority.

Despite the preceding paragraph, the City's obligation to indemnify the District against suits, actions, proceedings, claims, demands, judgments, damages, penalties, fines and

expenses arising from bodily injury to person(s) or damage to property caused by or resulting from the concurrent negligence of the City, its agents, contractors, subcontractors, or employees, and the District, in situations constituting construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of any road, excavation or other structure, project, development or improvement attached to real estate, including moving and demolition in connection therewith, shall be valid and enforceable only to the extent of the negligence of the City, its contractors, subcontractors, agents, and employees. Furthermore, in the situations described in this paragraph, the City shall not be obligated to indemnify the District for the sole negligence of the District. As to claims for indemnity by the District only, the City specifically and expressly waives immunity under industrial insurance RCW 51, and acknowledges that this waiver was mutually negotiated. **The City acknowledges that by entering into this Agreement with the District, it has mutually negotiated this indemnity provision with the District.**

8. Insurance. During the time of any construction activities or other substantial activities by the City or City's contractor over or within the boundaries of or in the immediate vicinity of the District's Pipeline, or related facilities, and prior to the commencement thereof, the City shall submit to the District certificates of insurance of the City's contractor, in a form acceptable to the District, evidencing that the City's contractor has commercial general liability insurance covering all operations by or on behalf of the City on an occurrence basis, against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance shall provide coverage for:

- (a) Premises and operations;
- (b) Products and completed operations (which shall remain in affect for a period of at least two (2) years following the completion date);
- (c) Contractual liability; and
- (d) Broad form property damage, including completed operations.

Such insurance shall have no less than a Five Million and No/100 Dollars (\$5,000,000.00) minimum limit per occurrence for bodily injury, personal injury, and property damage combined, provided that policy aggregates, if any, shall apply separately to claims occurring with respect to the City's contractors' activities. Property insurance shall be on an "All Risk" policy form. All insurance policies shall provide for waiver of subrogation in favor of the District and shall provide that the insurance shall be primary and not excess to or contributing with any insurance or self-insurance maintained by the District, and it shall name the District, its directors, officers, and employees as additional insureds.

9. Successors. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

10. Attorney Fees. The substantially prevailing party in any legal action arising out of or related to this Agreement shall be entitled to recover all costs of suit, including but not limited to, reasonable attorney fees.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties related to this Pipeline and its crossing. Any understandings or representations of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated herein.

EXECUTED as of the date above stated.

"DISTRICT"

WENATCHEE RECLAMATION DISTRICT  
A Washington Irrigation District

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

“CITY”

CITY OF WENATCHEE,  
A Washington Municipal Corporation

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF WASHINGTON     )  
  )ss.  
COUNTY OF CHELAN     )

I CERTIFY that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this instrument, on oath stated that he/she was authorized to  
execute the instrument and acknowledged it as the \_\_\_\_\_ of  
WENATCHEE RECLAMATION DISTRICT, a Washington irrigation district, to be the free and  
voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Typed/Printed Name \_\_\_\_\_  
NOTARY PUBLIC, State of Washington  
My Appointment Expires \_\_\_\_\_

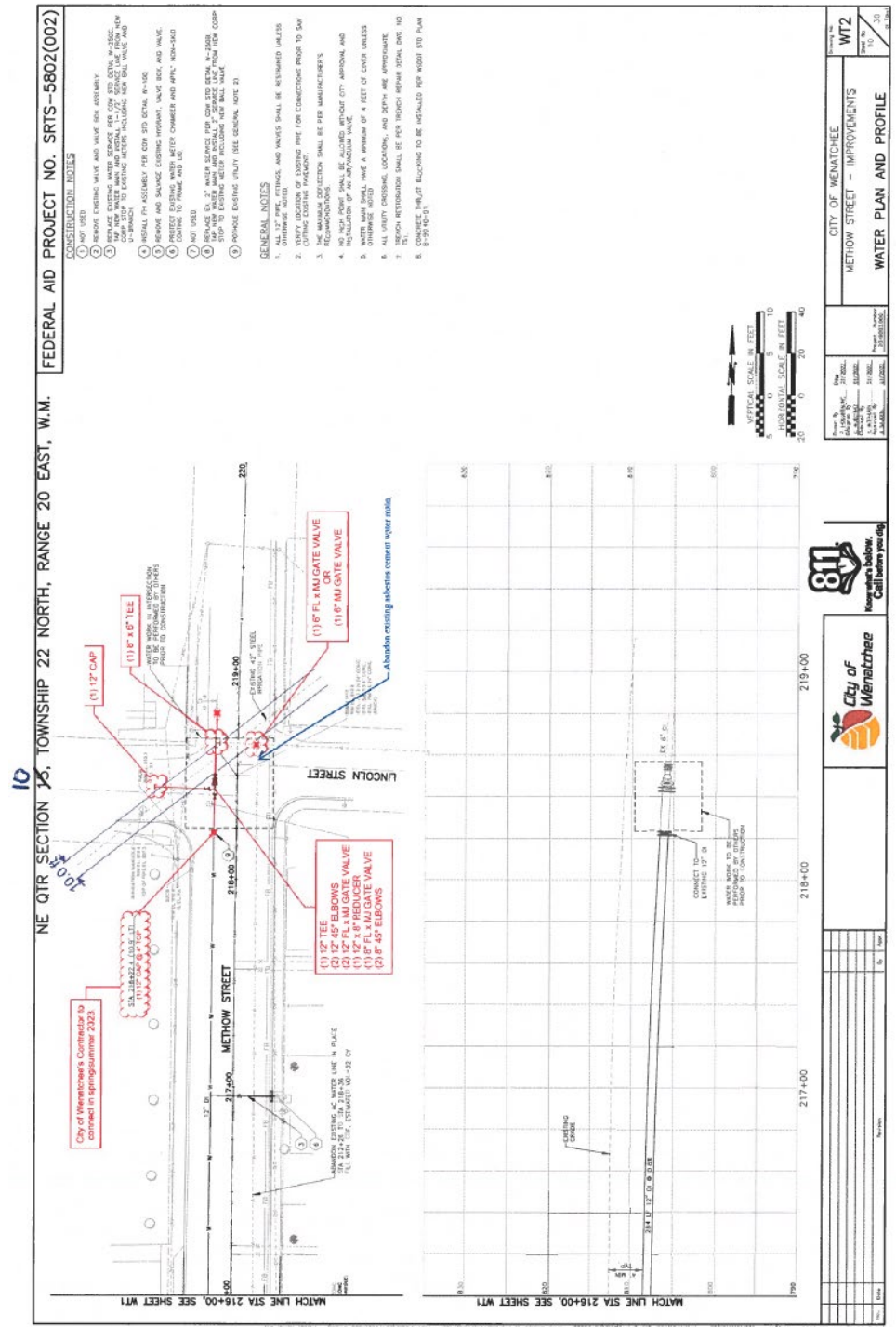
STATE OF WASHINGTON     )  
  )ss.  
COUNTY OF CHELAN     )

I CERTIFY that I know or have satisfactory evidence that \_\_\_\_\_  
signed this instrument, on oath stated that he/she was authorized to execute the instrument and  
acknowledged it as the \_\_\_\_\_ of the CITY OF WENATCHEE, a  
Washington municipal corporation, to be the free and voluntary act of such party for the uses and  
purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Typed/Printed Name \_\_\_\_\_  
NOTARY PUBLIC, State of Washington  
My Appointment Expires \_\_\_\_\_

# EXHIBIT "A"



FEDERAL AID PROJECT NO. SRTS-5802(002)

NE QTR SECTION 16, TOWNSHIP 22 NORTH, RANGE 20 EAST, W.M.

City of Wenatchee's Contributor is Defined in Appendix 23B3

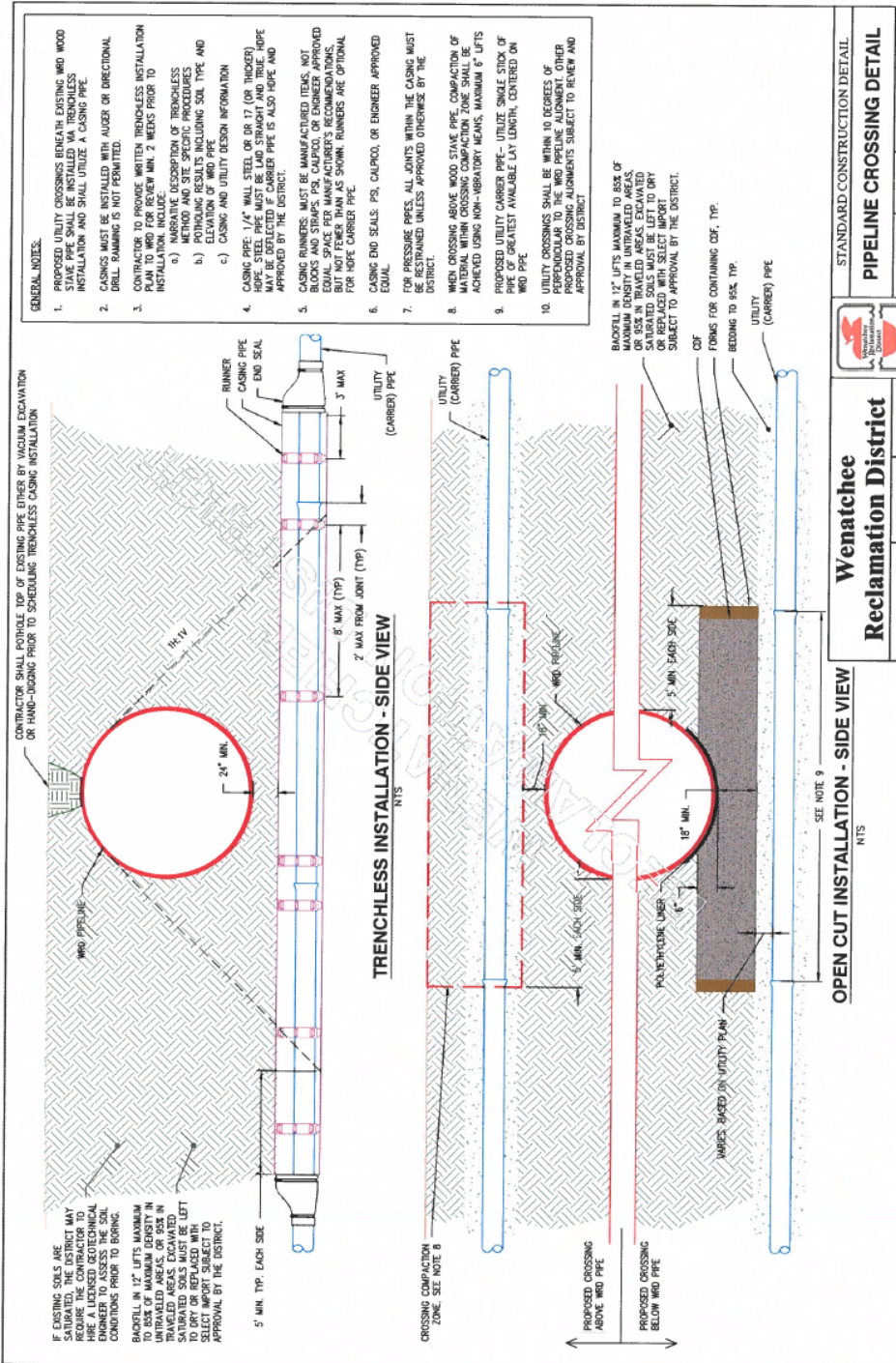
CITY OF WENATCHEE  
METHOW STREET - IMPROVEMENTS  
WATER PLAN AND PROFILE

Scale: 1" = 10' (PLAN)  
Scale: 1" = 10' (PROFILE)

Project Number: 23B3B33333  
Date: 1/26/2023



Station	Elevation
217+00	8.00
217+25	8.00
217+50	8.00
217+75	8.00
218+00	8.00
218+25	8.00
218+50	8.00
218+75	8.00
219+00	8.00
219+25	8.00
219+50	8.00
219+75	8.00
220+00	8.00



STANDARD CONSTRUCTION DETAIL  
**PIPELINE CROSSING DETAIL**

**Wenatchee Reclamation District**  
Scale: No. Scale  
Drawing No. D2 SHEET NO.





## CITY COUNCIL AGENDA REPORT

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

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

Elisa Schafer, Facilities Manager  
Public Works Department

**MEETING DATE:** January 26, 2023

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**I. SUBJECT**

Presentation of the Wenatchee Convention Center Schematic Design Report by ALSC Architects

**II. ACTION REQUESTED**

No motion requested.

**III. OVERVIEW**

The City solicited proposals for architectural services to perform design services including designing facility improvements that can accommodate more vendor and ballroom space, provide better accessibility for visitors, facilitate ease of coordination with the attached Performing Arts Center, and maximize indoor and outdoor spaces for the Wenatchee Convention Center. In June of 2022, the City Council awarded the work to ALSC Architects based on their past convention center experience and creative and fiscally responsible approach to designing spaces that showcase the strengths of the downtown core and Wenatchee Valley.

Over the last several months, the project team including ALSC and staff from Coast Hospitality, the Numerica Performing Arts Center and the City have been meeting to review and refine possible design concepts for consideration. The final Schematic Report includes a proposed recommended project as well as additional alternative add-ons for City Council consideration.

If the schematic design is approved by the City Council, staff will subsequently present an amendment to the existing ALSC contract to authorize design development, construction plans, bidding, and construction services. Lodging Tax funds have been preliminary identified as the funding source for the subsequent phases; the City would bond against future lodging tax revenue streams in finance the project construction. Use of lodging tax funds and the project budget are subject to recommendation by the Lodging Tax Advisory Committee and

approval by the City Council. If approved, it is anticipated that the project would commence construction in late fall/winter 2023 or early 2024.

**IV. FISCAL IMPACT**

N/A presentation only.

**VI. REFERENCE(S)**

1. Wenatchee Convention Center Schematic Design Report

**VII. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Rob Jammerman, Public Works Director  
Brad Posenjak, Finance Director

## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** January 26, 2023

**I. SUBJECT**

Interlocal Agreement with Cascadia Conservation District

**II. ACTION REQUESTED**

Motion requested for the City Council to approve the Interlocal Agreement for Technical Assistance, Project Coordination, and Support Services with Cascadia Conservation District and authorize the Mayor's signature.

**III. OVERVIEW**

The City of Wenatchee and Cascadia Conservation District have had an interlocal agreement since 2018 for services beyond the programs that the District operates using taxes and grant funds. The District currently collects \$4.63 per parcel but is primarily funded through grants. Some of the programs that benefit the City include, a mobile chipper program, wildfire preparedness, water conservation, urban agriculture and public education and outreach.

Moving forward City staff will be working with Cascadia Conservation District to add flood preparedness to the public education and outreach efforts as well as technical assistance for property owners along the canyon drainages. The proposed interlocal agreement more specifically identifies canyon drain management and cultural resource assistance as areas that Cascadia staff could provide additional technical support. In particular, several utility projects funded with loans and grants from the State of Washington are now required to have archaeological surveys and monitoring during construction.

**IV. FISCAL IMPACT**

Under the proposed agreement, task orders for specific work would be prepared and agreed upon prior to any work. The funding for the task orders would come primarily from the adopted budgets from capital projects in the Water (401), Sewer (405) and Stormwater (410) funds, as well as the Stormwater operations and maintenance budget.

**V. PROPOSED PROJECT SCHEDULE**

The agreement would become effective upon signature by the Mayor and would expire in five years.

**VI. REFERENCE(S)**

1. Interlocal Agreement for Technical Assistance, Project Coordination, and Support Services between Cascadia Conservation District and the City of Wenatchee

**VII. ADMINISTRATIVE ROUTING**

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

Return Document to:  
City of Wenatchee  
Attention: City Clerk  
P.O. Box 519  
Wenatchee, WA 98807-0519

The information contained in this boxed section is for recording purposes only in accordance with RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purposes, and shall not affect the intent of or any warranty contained in the document itself.

**Document Title:** Interlocal Agreement for Technical Assistance, Project Coordination, and Support Services  
**Grantor:** Cascadia Conservation District and City of Wenatchee  
**Grantee:** Cascadia Conservation District and City of Wenatchee  
**Legal Description (Abbreviated):** N/ A  
**Assessor's Tax Parcel:** N/A

## **INTERLOCAL AGREEMENT FOR TECHNICAL ASSISTANCE, PROJECT COORDINATION, AND SUPPORT SERVICES**

**THIS INTERLOCAL AGREEMENT** for technical assistance, project coordination and support services ("Agreement") is entered into by and between the Cascadia Conservation District, a quasi-municipal corporation under the laws of the State of Washington, ("District") and the City of Wenatchee, a Washington municipal corporation, ("the City"), and sometimes collectively referred to as the "Parties," exercising their lawful powers and authority pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

- 1. EFFECTIVE DATE and DURATION:** This Agreement shall take effect upon signature by both Parties, and shall run for a total of five (5) years, at which time the agreement may be extended by mutual agreement by both Parties as an amendment to this agreement, unless otherwise modified or terminated.
- 2. PURPOSE and SCOPE OF WORK:** The purpose of this Agreement is for the City and the District to provide each other, from time to time and on an as-needed basis, services such as technical assistance, project coordination and project support related to various projects and efforts within the City of Wenatchee and properties leased or owned by the City in Chelan County. Specific services shall be identified from time to time in Task Orders; these will be agreed upon by the District and City in accordance to the City's Purchasing Policy. These Task Orders may specify services to be provided by one of the Parties to the other, or may describe cooperative projects and the various contributions and reimbursements to be provided or

Interlocal Agreement for Technical Assistance, Project Coordination, and Support Services

received by each of the Parties. Examples of services include, but are not limited to, revegetation and landscaping, cultural resource assistance, wildfire technical assistance, critical areas support, canyon drain management, public education and outreach, and other such natural resource work.

3. **ADMINISTRATION, PROPERTY AND EQUIPMENT:** No separate legal or administrative board or entity is created by this Agreement. The District will administer the Agreement.

3.1 The Parties are not acquiring property or equipment together. All property and equipment shall be returned to its owner upon termination of the Agreement or as authorized by Task Order.

3.2 During the term of this Agreement, any renewal, requests for services or Task Orders shall be communicated between the District Executive Director and the department head or designee at the City for which services are being provided or requested.

3.3 The City and District shall meet upon request and/or report to each other on a regular basis or as otherwise requested by either Party regarding services provided.

4. **FINANCES:** The Parties shall reimburse one another for reimbursable costs and expenses for a completed Task Order.

4.1 Specific responsibilities of the Parties are outlined in Task Orders issued as needed by the Parties. Parties' services shall be provided as described in the various Task Orders or as modified by agreement of the Parties.

4.2 The City and the District shall provide each other with a record of all hours spent by each Party for services rendered under Task Orders, identifying, at a minimum, the following: (a) the date upon which services were provided; (b) the individual performing the services; (c) a brief description of services provided; (d) mileage; and (e) other expenses as outlined in the Task Order. If no work occurs, no report will be required.

4.3 The City and the District shall submit itemized billing at least quarterly and no more than once per month with final billing within thirty (30) days of the Agreement end date.

4.4 The Parties enter into this Agreement with the understanding that the total cost of services described herein shall not exceed the amounts specified in the Task Orders as issued unless otherwise amended, in writing, and agreed to by both Parties.

4.5 The Parties shall reimburse each other for all costs identified within the attached exhibits within forty-five (45) days of receipt of a completed invoice, provided that said invoices are properly itemized and contain authorized expenses.

5. **TERMINATION and AMENDMENT:**

5.1 Except as provided otherwise herein, either Party may terminate this Agreement upon thirty (30) days advance written notice to the other Party's designated representative, either personally by or by certified first class US mail. Notice shall specify an effective date of termination not less than thirty (30) days from the date of personal delivery, or if by mail, from the date the notice is postmarked.

5.2 This Agreement may be amended in writing by duly authorized officials of the District and the City.

5.3 Termination of this Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by law or by the terms and provisions herein. The Parties shall be responsible for payment of invoiced reimbursable expenses obligated or expended to the date of termination.

6. **CONTACT INFORMATION:** The Parties' designated representatives and their contact information is as follows:

Cascadia Conservation District  
Attention: Executive Director  
14 N Mission St  
Wenatchee, WA 98801

City of Wenatchee  
Attention: Public Works Director  
P.O. Box 519  
Wenatchee, Washington 98807-0519

The Parties shall notify each other in writing of any changes of address.

7. **LEGAL RELATIONS:**

7.1 The City and District shall defend, indemnify and hold each other harmless from and against any and all liability, loss, or damage incurred as a result of claims, demands or actions resulting from any activity undertaken as a part of this Agreement and caused by any negligent, reckless or intentional act or failure to act on the part of the other Party, its agents, officers, or employees. The City shall not be liable for the negligence, errors or omissions of

the District, its board members, or any manager, staff person, employee, associate, agent, volunteer, consultant or contractor of the District. The District shall not be liable for the negligence, errors or omissions of the City, its mayor, or any council member, official, officer, employee, associate, agent, volunteer, consultant, or contractor of the City.

Each Party agrees that its obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, only with respect to the other Party, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. This provision shall survive termination of this Agreement.

7.2 In the event that a dispute arises regarding any matter addressed in or related to this Agreement and before any other action, the Parties agree to first attempt to resolve the dispute by a face-to-face meeting, or a by a telephone call, between the Parties' authorized representatives. The Parties agree to participate in a good faith negotiation to resolve any such dispute.

7.3 The services provided under this Agreement are those of an independent contractor. District employees, volunteers and contractors are and will remain solely employees, volunteers, and contractors of the District, and not of the City of Wenatchee. The City of Wenatchee's employees, volunteers and contractors are and will remain solely employees, volunteers, and contractors of the City, and not of Cascadia Conservation District.

7.4 Either Party's waiver of a breach of any provision of this Agreement by the other Party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other Party.

7.5 Nothing in this Agreement shall be construed so as to require the commission of any acts contrary to law, and wherever there is any conflict between any provision of this Agreement and any statute, law, public regulation, or ordinance, the latter shall prevail, but in such event the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

7.6 This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Venue for any action at law, suit in equity or other judicial proceeding for enforcement of this Agreement may only be instituted in a court of



competent jurisdiction in Chelan County. In any action or dispute, each Party shall be responsible for its own attorney fees and costs.

7.7 This Agreement may be executed in multiple counterparts, each of which shall be deemed, and all of which together shall be deemed, one and the same document.

7.8 Both Parties shall secure and maintain in full force public liability and comprehensive general liability insurance and employer's liability insurance with a minimum coverage of \$1,000,000.00 per occurrence for personal injury, death, sickness and property damage. Certificates of coverage required herein shall be delivered to either Party within fifteen (15) days upon request. Self-insurance through a municipal risk pool shall be satisfactory to meet this requirement.

7.9 In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

7.10 In the event it is necessary for either Party to utilize the services of an attorney to enforce any of the terms of this Agreement, each Party will bear its' own attorneys' fees and costs incurred therein.

7.11 This Agreement shall be filed with the Chelan County Auditor's Office pursuant to RCW 39.34.040 and posted on the City's Website.

7.12 This Agreement has been submitted to the scrutiny of all Parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any Party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter genders.

7.13 Neither Party shall discriminate against any individual based on race, religion, color, sexual orientation, national origin, age, marital status, veteran status, or based on any sensory, mental or physical disability or the use of a trained guide dog or service dog by a disabled person.

8. **RECORDS:** The Parties and other authorized representatives of the State shall have access to any book, document, paper and record of either Party which are pertinent to this Agreement for the purposes of making audits, examination, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the Parties for a period of three (3) years after the final audit of the Parties' completed projects, pursuant to this Agreement, unless a longer period is required to resolve audit findings or litigation or to satisfy applicable records retention requirements. In such cases, the Parties may request, and the Parties shall abide by, such longer period for record retention.

9. **ENTIRE AGREEMENT:** This instrument embodies the entire Agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations or agreements either oral or written, between the Parties.

**IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below.**

**CASCADIA CONSERVATION DISTRICT**

  
\_\_\_\_\_  
Junell Wentz, Board of Supervisors Chair

Date: 12/16/22

DATED this 16 day of December, 2022.

CITY OF WENATCHEE, a Washington  
municipal corporation

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

Frank Kuntz, Mayor

ATTEST:

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

Tammy Stanger, City Clerk

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date