



WENATCHEE CITY COUNCIL

Thursday, May 11, 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."

4:45 p.m. Executive Session

Executive session to consider the acquisition of real estate by purchase when public knowledge regarding such consideration would cause a likelihood of increased price. RCW 42.30.110(1)(b).

5:15 p.m. Regular Meeting

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

2. Citizen Requests/Comments

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

3. Consent Items:

- *Motion to approve agenda, vouchers, and minutes from previous meetings.*
Vouchers:
Wires #1588-#1590 in the amount of \$54,824.16 for April 25, 2023
Claim checks #207389 through #207473 in the amount of \$1,003,828.00 for April 27, 2023
Claim checks #207474 through #207475 in the amount of \$32,648.23 for April 27, 2023
Claim checks #207488 through #207496 in the amount of \$23,100.76 for April 28, 2023
Benefits/deductions in the amount of \$1,029,878.73 for April 28, 2023
Payroll distribution in the amount of \$588,457.29 for May 5, 2023
Claim checks #207497 through #207572 in the amount of \$593,448.41 for May 4, 2023
Payroll distribution in the amount of \$2,041.54 for May 5, 2023
Payroll distribution in the amount of \$17,548.67 for May 5, 2023
- *Motion for City Council to approve the Final Contract Voucher with TW Clark Construction, LLC for Project No. 1716 – Wenatchee City Hall Redevelopment project, and authorize the Mayor's signature.*

4. Presentations

- Jonathan Garcia-Mendoza Day Proclamation
- Police Week Proclamation
- Provider Appreciation Day Proclamation
- Public Works Week Proclamation
- National Historic Preservation Month Proclamation
- Common Ground Presentation – Thom Nees

5. Action Items

- A. Chelan County Solid Waste Management Plan
Presented by Operations Manager Aaron Kelly and Chelan County Solid Waste Coordinator Brenda Blanchfield
Action Requested: *Motion for City Council to approve Resolution No. 2023-10, approving and adopting the Chelan County Solid Waste Management Plan dated April 2023.*
- B. Lease Agreement between the Wenatchee Valley Young Men’s Christian Association and the City of Wenatchee for Parking
Presented by Executive Services Director Laura Gloria
Action Requested: *Motion for City Council to authorize the Mayor to sign the Lease Agreement between the Wenatchee Valley Young Men’s Christian Association and the City of Wenatchee for parking.*
- C. Wastewater Treatment Plant Facilities Plan Amendment
Presented by Public Works Deputy Director-Utilities Jessica Shaw
Action Requested: *Motion for City Council to adopt the City of Wenatchee Wastewater Treatment Plant Facilities Plan Amendment.*
- D. City Project 2007 – Springwater Avenue Improvements
Budget Amendment
Authorization to Award Construction Contract
Presented by Engineering Services Manager Jacob Huylar
Action Requested: *Motion for City Council to amend the project budget, and, pending TIB concurrence, award the contract for construction of the Springwater Avenue Improvements to the lowest responsive bidder and further authorize the Mayor to sign the construction contract documents.*
- E. City Project 2007 – Springwater Avenue Improvements
Authorization to Negotiate for Consultant Services
Presented by Engineering Services Manager Jacob Huylar
Action Requested: *Motion for City Council to authorize the Mayor to negotiate with TranTech Engineering, LLC for construction management services on the Springwater Avenue Improvements project and further authorize the Mayor to sign a contract on behalf of the City.*

F. Red Apple Road – Vista Place to Miller Street, Project #2315 – Consultant Agreement

Presented by Project Engineer Charlotte Mitchell

Action Requested: *Motion for City Council to approve and authorize the Mayor to negotiate with SCJ Alliance for public outreach services for Red Apple Road – Vista Pl. to Miller St. – Project No. 2315 and further authorize the Mayor to sign a contract on behalf of the City.*

G. Ordinance No. 2023-06 – Amendments to the 2023 Budget

Presented by Finance Director Brad Posenjak

Action Requested: *Motion for City Council to adopt Ordinance 2023-06 amending the 2023 Budget as adopted by Ordinance No. 2022-28, to revoke, recall or decrease all or a portion of total appropriations provided, and entering findings that this Ordinance is in the best interest of the City.*

H. Historic Preservation Board Member Appointments – Blythe Kelly

Presented by Community Development Director Glen DeVries and Planning Manager Stephen Neuenschwander

Action Requested: *Motion for City Council to approve Resolution No. 2023-11 appointing Blythe Kelly to the Wenatchee Historic Preservation Board to fill a vacant term expiring December 31, 2024.*

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, April 27, 2023
Wenatchee City Hall Council Chambers
301 Yakima Street
Wenatchee, WA 98801
MINUTES

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

Present: Mayor Frank Kuntz; Councilmember Position 1 Jose Cuevas; Councilmember Position 2 Mike Poirier; Councilmember Position 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 Danielle Marchant; City Clerk Tammy McCord; IS Support Tim McCord; Operations Manager Aaron Kelly; City Engineer Jake Lewing; Senior Engineer-Utilities Jeremy Hoover; Finance Director Brad Posenjak; Public Works Director Rob Jammerman; Community Development Director Glen DeVries; Police Chief Steve Crown.

5:15 p.m. Regular Meeting

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

2. Citizen Requests/Comments. None.

3. Consent Items:

- *Motion to approve agenda, vouchers, and minutes from previous meetings.*
Vouchers:
Claim checks #207209 through #207274 in the amount of \$498,653.51 for April 13, 2023
Claim checks #207275 through #207290 in the amount of \$9,126.70 for April 13, 2023
Payroll distribution in the amount of \$442,700.00 for April 20, 2023
Payroll distribution in the amount of \$10,690.53 for April 28, 2023
Claim checks #207291 through #207386 in the amount of \$1,636,606.97 for April 20, 2023
Claim checks #207387 through #207388 in the amount of \$30,999.36 for April 20, 2023
- *Motion to pass Ordinance No. 2023-05, amending Wenatchee City Code Section 1.90.070 to reflect the current address of City Hall.*

Motion by Councilmember Mark Kulaas to approve agenda, vouchers, and minutes from previous meetings, and pass Ordinance No. 2023-05, amending Wenatchee City Code Section 1.90.070 to reflect the current address of City Hall. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

4. Presentations

- Poppy Days Proclamation read by Councilmember Keith Huffaker. American Legion Poppy Princes Caroline Sullivan joined the meeting via Microsoft Teams and read her speech. Julie Jacoby and Christy Robinson with the American Legion Honor Guard accepted donations and handed out poppies on behalf of Caroline who was unable to attend the meeting in person as she was at camp.
- Apraxia Awareness Day Proclamation read by Councilmember Linda Herald. The proclamation was presented to Oliver Cannata and his mother Katie Cannata. Oliver addressed the Council and said thank you for the proclamation.
- General Aviation Appreciation Month Proclamation read by Councilmember Mark Kulaas and presented to Port Commissioner Richard DeRock.
- Bike Month Proclamation read by Councilmember Travis Hornby and presented to Amy Davis with TREAD, Riley Shewak with Chelan Douglas Transportation Council, Tony Hickock with Evergreen, and Anna Carr with City of Wenatchee. Amy Davis with TREAD addressed the Council and said the group was happy to help promote health and wellness in the community and access to the outdoors.
- Link Transit Presentation – Richard DeRock, General Manager of Link Transit, provided a Power Point presentation providing an overview of their annual report, the Vision 2020 recap, and Link Transit’s vehicle electrification schedule update which is anticipated to be complete in 2025 making Link Transit the second transit authority that is fully electric.

5. Action Items

A. Department of Enterprise Services Lease for the Attorney General’s Office

Operations Manager Aaron Kelly presented the staff report.

Motion by Councilmember Linda Herald for City Council to approve the Lease from the Department of Enterprise Services to lease a portion of the third floor of City Hall and authorize the Mayor’s signature. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).

**B. City Project 2201.2 – South End Bike/Ped Access Bridges
Authorization to Negotiate and Execute Consultant Agreement**

City Engineer Jake Lewing presented the staff report. Council asked questions.

Motion by Councilmember Travis Hornby for City Council to authorize the Mayor to negotiate with Exeltech Consulting, Inc. for design services on the South End Bike/Ped Access Bridges (Project No. 2201.02) and further, pending WSDOT concurrence, authorize the Mayor to sign a contract on behalf of the City. Councilmember Top Rojanasthien seconded the motion. Motion carried (7-0).

- C. Authorization to Negotiate Design Engineering Services with TD&H Engineering Crawford Avenue Water Main Replacement - Project No. 2202

Senior Engineer-Utilities Jeremy Hoover presented the staff report.

Motion by Councilmember Mike Poirier for City Council to authorize the Mayor to negotiate with TD&H Engineering, Inc. for design services for the Crawford Avenue Water Main Replacement – Project No. 2022 and further authorize the Mayor to sign a contract on behalf of the City. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

6. Reports

- a. Mayor's Report. The Mayor reported on the following:
- (1) The legislature was unable to take any final actions to strengthen the state's drug possession laws in response to the Washington Supreme Court's "Blake" case. He reminded everyone that last year we passed an ordinance imposing a gross misdemeanor for drug possession and that we are in a good position than most other cities and counties. The Chief and City Attorney are going to take another look at the ordinance to see if there's anything that needs to be updated, but for now we are in good shape to continue enforcing it.
 - (2) Executive Services Director Laura Gloria added the following:
 - a. Flywheel was last week. The Mayor said it was great to see the companies in town and Jenny Rojanasthien did an amazing job putting it all together.
 - b. Kenzie's Landing was dedicated last Friday and is now open. The Mayor said it was the biggest turnout he's seen for a trailhead ribbon cutting.
 - c. One of the city digesters had an issue during the week. The spill has been cleaned up and emergency repairs will need to be made. The city will be operating only two of three digesters until the repair is made.
 - d. It's Apple Blossom time! The Mayor attended the Chief for a Day event today and it was the largest crowd he can remember!
 - (3) The Mayor will be attending the YWCA Stand Against Racism event this evening right after City Council and then is heading to the Apple Blossom festivities at Memorial Park.

b. Reports/New Business of Council Committees

Councilmember Keith Huffaker reported that Solid Waste has completed their comprehensive plan and will be providing a template for cities to use to implement. Solid Waste will be presenting at the May 11, 2023 meeting. He also reported that a grant from Ecology has been received for the Moderate Risk Waste Facility. The city's match will be approximately \$66,000.

Councilmember Linda Herald reported that she attended the AWC Diversity, Equity, Inclusion, Belonging Committee on Tuesday. The committee works to provide cities with information to implement DEI. She also reported that she will be attending the on-site meeting at the Wenatchee Rescue Mission on May 4 to kick off the engineering development phase to get a package together for the pallet shelters to be installed.

Councilmember Jose Cuevas reported that he attended the Chelan Douglas Homeless Task Force meeting just prior to the council meeting today. They performed grant interviews and said there is a lot of work that goes into the program and it's not always easy. There are a lot of great providers in the community working very hard.

7. Announcements

8. Close of Meeting. With no further business, the meeting closed at 6:22 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. McCord, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Elisa Schafer, Facilities Manager
Public Works Department

MEETING DATE: May 11, 2023

I. SUBJECT

City of Wenatchee Project No. 1716 – Wenatchee City Hall Redevelopment project construction contract between the City and TW Clark Construction, LLC, Final Contract Voucher Certificate

II. ACTION REQUESTED

Staff recommends the City Council approve the Final Contract Voucher with TW Clark Construction, LLC and authorize the Mayor's signature.

III. OVERVIEW

The City of Wenatchee entered into a contract with TW Clark Construction, LLC in May 2022 for the redevelopment of two floors within the LocalTel Federal Building for use as Wenatchee City Hall.

IV. FISCAL IMPACT

The final amount paid to TW Clark Construction is \$10,703,947.88 (including sales tax).

V. PROJECT SCHEDULE

Construction began in June 2022 and was completed in December 2023.

VI. REFERENCE(S)

1. Capital Budget Report approved November 18, 2021
2. Final Contract Voucher Certificate

VII. ADMINISTRATIVE ROUTING

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



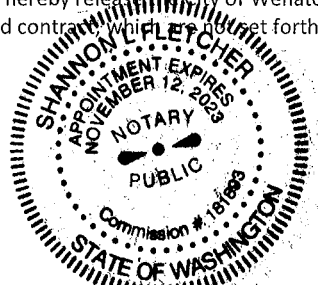
**City of Wenatchee
Department of Public Works**

**Final Contract
Voucher Certificate**

Contractor TW Clark Construction, LLC			
Street Address 1117 North Evergreen Road #1			
City Spokane Valley	State WA	Zip 99216	Date April 19, 2023
City Project Number 1712	Federal-Aid Project Number		Highway Number
Job Title Wenatchee City Hall Renovation Project			
Date Work Physically Completed December 5, 2022		Final Amount \$10,703.947.88	

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 set forth in said estimate.



S. R. A.

Contractor Authorized Signature Required

Scott Rountree

Type Signature Name

Subscribed and sworn to before me this 19th day of April 2023

Shannon Fletcher Notary Public in and for the State of Washington,

residing at Spokane, WA

City of Wenatchee

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

X _____
Mayor/or Designee

Date of Acceptance

Apple Capital of the World

PROCLAMATION

WHEREAS, City of Wenatchee resident Jonathan Garcia-Mendoza plays as a Defender for the Wenatchee FC Youth B09 Snyder Team and was identified by scouts at the id2 identification camp in August of 2022 as an outstanding soccer player.

WHEREAS, Jonathan Garcia-Mendoza participated in the US Soccer Club's id2 West Coast selection event in February 2023 in Sacramento, California where he was selected to play in the US Club Soccer's id2 National Selection International Tour overseas traveling to London and Manchester for an immersive experience of training, competition and culture.

WHEREAS, Jonathan Garcia-Mendoza is one of the top 18 players for his age nationwide to emerge from the prestigious national id2 identification program and it is a great achievement and honor to be chosen.

WHEREAS, The City of Wenatchee is proud and excited for Jonathan and for his future as a leader in both soccer and the community!

NOW, THEREFORE, I, Frank J. Kuntz, Mayor of the City of Wenatchee hereby proclaim May 11, 2023, as "JONATHAN-GARCIA MENDOZA DAY" in the City of Wenatchee and invite all residents to celebrate Jonathan Garcia-Mendoza for his accomplishments and representation of the Wenatchee Valley and the Wenatchee FC Soccer Club.



IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on this 11th day of May, 2023.

A handwritten signature in black ink, appearing to read "Frank J. Kuntz", is written over a horizontal line.

FRANK J. KUNTZ, Mayor

PROCLAMATION

Proclamation to Designate May 14-20, 2023 as National Police Week

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

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

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

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

NOW, THEREFORE, I, Frank Kuntz, Mayor of the City of Wenatchee, do recognize the week of May 14-20, 2023, as National Police Week and further extend appreciation to our Police Chief Steve Crown and to all Law Enforcement for the vital services they perform and their exemplary dedication to the community they serve.



IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on this 11th day of May, 2023.



FRANK J. KUNTZ, Mayor

PROCLAMATION

PROVIDER APPRECIATION DAY

WHEREAS, Child Care Aware® of America and other organizations nationwide are recognizing Child Care Providers on this day; and

WHEREAS, child care provides a safe, nurturing place for the enrichment and development of millions of children nationwide, and is a vital force in our economy; and

WHEREAS, the pandemic illuminated how indispensable child care providers are for the well-being and economic security of Wenatchee's young children, families, and communities; and

WHEREAS, child care programs, which are mostly small businesses, run and staffed predominately by women, are still recovering from health and financial hardships stemming from the pandemic while they have continued to meet the needs of families; and

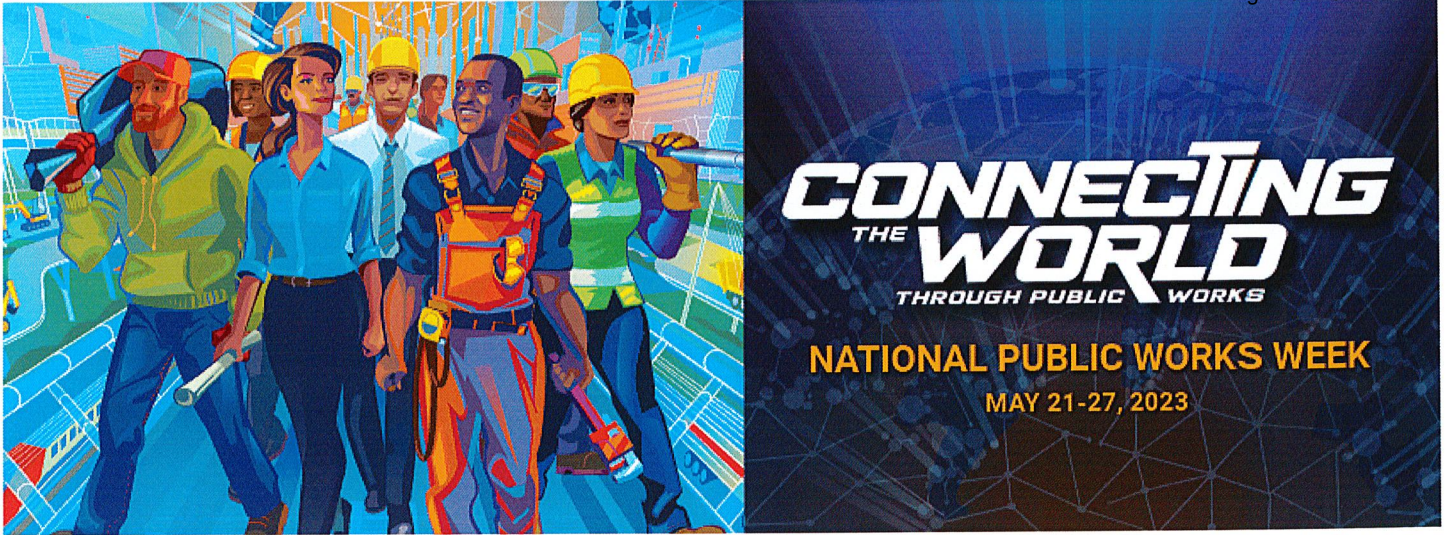
WHEREAS, the City of Wenatchee recognizes that child care has been a lifeline for families, communities, and the economy, and that our future depends on the quality of the early childhood experiences provided to young children today; support for high-quality child care represents a worthy commitment to our children's future.

NOW, THEREFORE, I, Frank J. Kuntz, Mayor of the City of Wenatchee, hereby proclaim May 12, 2023, as Provider Appreciation Day in the city of Wenatchee and urge all citizens to recognize Child Care Providers for their important work.



IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on this 11th day of May, 2023.

FRANK J. KUNTZ, Mayor



NATIONAL PUBLIC WORKS WEEK PROCLAMATION
May 21–27, 2023
“Connecting the World Through Public Works”

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

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

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

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, I, Frank J. Kuntz, do hereby designate the week of May 21–27, 2023 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.



N WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Wenatchee to be affixed on this 11th day of May, 2023.



FRANK J. KUNTZ, Mayor

Proclamation

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people.

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

NATIONAL HISTORIC PRESERVATION MONTH

in the City of Wenatchee, and I urge all people in our community to join me in recognizing historic places for the purpose of instilling national and community pride, promoting heritage and the social and economic benefits of historic preservation.

IN WITNESS WHEREOF, I hereby set my hand and cause the seal of the City of Wenatchee to be affixed on this 11th day of May, 2023.

Frank J. Kuntz, Mayor



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Aaron Kelly, Operations Manager
Public Works Department

MEETING DATE: May 11th, 2023

I. SUBJECT

Resolution for the adoption of the Chelan County Solid Waste Management Plan update dated April 2023

II. ACTION REQUESTED

Staff recommends the City Council adopt Resolution No. 2023-10 the Chelan County Solid Waste Management Plan

III. OVERVIEW

RCW 70A.205 requires each city and county to review and update the Solid Waste Management Plan every 5 years. Chelan County has coordinated with City representatives in the Solid Waste Advisory Committee (technical staff) and the Solid Waste Council (elected officials). To update the plan. The updated plan reflects the current collections and operations of Solid Waste handling throughout the county.

A Public Hearing was held during the Chelan County Commissioner's meeting on April 18th, 2023 at 9:30 a.m. with no comments from the public. The plan has been adopted through the department of Agriculture and the Utility Trade Commission.

IV. FISCAL IMPACT

No Financial Impact

V. REFERENCE(S)

1. Resolution 2023-10
2. Chelan County Solid Waste Management Plan <https://www.co.chelan.wa.us/files/solid-waste-management/2023SWMPfinal.pdf>

VI. ADMINISTRATIVE ROUTING

Rob Jammerman, Public Works Director
Tammy McCord, City Clerk
Laura Gloria, Executive Services Director
Brad Posenjak, Finance Director

RESOLUTION NO. 2023-10

A RESOLUTION of the City of Wenatchee, Washington, approving and adopting the Chelan County Solid Waste Management Plan dated April 2023.

WHEREAS, pursuant to the provisions of RCW Chapter 70A.205.040, the Washington State Legislature adopted legislation for the purpose of establishing a comprehensive state-wide program for solid waste handling, solid waste recovery and/or recycling which would prevent land, air, and water pollution and conserve natural, economic and energy resources of the State of Washington; and

WHEREAS, Chapter 70A.205 RCW, established the solid waste management priorities as waste reduction; waste recycling; energy recovery, incineration, landfill of separated waste; and energy recover, incineration, or land filling of mixed wastes; and

WHEREAS, pursuant to the provisions of Chapter 70.95 RCW (recodified as Chapter 70A.205 RCW) and Chapter 70.105 RCW (recodified as Chapter 70A.300 RCW), on October 11, 1993, the County of Chelan, City of Wenatchee, the City of Leavenworth, the City of Chelan, the City of Entiat, and the City of Cashmere entered into an Interlocal Agreement for the County-Wide Solid and Hazardous Waste Program, which created the Solid Waste Council and the Solid Waste Advisory Committee; and

WHEREAS, the Interlocal Agreement was updated in 2018 and recorded with the Chelan County Auditor under AFN #2475219; and

WHEREAS, in April 2023, the County of Chelan, the Solid Waste Advisory Committee, and the Solid Waste Council prepared the update to the Chelan County Solid Waste Management Plan; and

WHEREAS, pursuant to the provision of RCW Chapter 70A.205.040, the County of Chelan has advised the City of Wenatchee, the City of Leavenworth, the City of Chelan, the City of Entiat, and the City of Cashmere that an update to the Chelan County Solid Waste Management Plan has been prepared; and

WHEREAS, pursuant to the provision of Chapter 43.21C RCW, and Chelan County Environmental Ordinance, an environmental checklist has been prepared in conjunction with the Chelan County Solid Waste Management Plan and a “Determination of Nonsignificance” has been issued in conjunction with the same; and

WHEREAS, the parties to the Interlocal Agreement, as updated, recognize that the Chelan County Solid Waste Management Plan will be reviewed and revised every five years and further recognize that modifications to the Plan may be initiated by any party to the Interlocal Agreement.

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF WENATCHEE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are incorporated herein by this reference and made part of this Resolution.

Section 2. Finding. The City Council finds that the Chelan County Solid Waste Management Plan, dated April 2023, is comprised of a plan for the unincorporated area of Chelan County as well as those areas within the jurisdiction of cities/towns within Chelan

County in accordance with Chapter 70A.205 RCW; and that the Plan Amendment Process of the Solid Waste Management Plan provides that the Plan may from time to time be modified by cities/towns or the County respectively; and, that in conjunction therewith agree that the Chelan County Solid Waste Management Plan, dated April 2023, may be adopted by the County of Chelan.

Section 3. Approval and Adoption. The City Council approves and adopts the Chelan County Solid Waste Management Plan, dated April 2023.

Section 4. Effective Date. This Resolution shall take effect upon adoption.

ADOPTED by the City Council of the City of Wenatchee, Washington, this ____ day of May, 2023.

CITY OF WENATCHEE,
a Municipal Corporation

By: _____
FRANK KUTNZ, Mayor

ATTEST:

By: _____
TAMMY McCORD, City Clerk

APPROVED AS TO FORM:

By: _____
DANIELLE R. MARCHANT, City Attorney



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Laura Gloria, Executive Services Director

MEETING DATE: May 11, 2023

I. SUBJECT

Lease Agreement between the Wenatchee Valley Young Men’s Christian Association and the City of Wenatchee for Parking.

II. ACTION REQUESTED

Motion for City Council to authorize the Mayor to sign the Lease Agreement between the Wenatchee Valley Young Men’s Christian Association and the City of Wenatchee for Parking.

III. OVERVIEW

The Young Men’s Christian Association (YMCA) owns the parcel of real property located adjacent to the city’s police department. A 20-year lease between the YMCA and the City of Wenatchee for parking ended on November 30, 2022. The City and YMCA have agreed to continue the lease to utilize the property owned by the YMCA as a parking lot for the joint use of the YMCA and City, wherein the city will receive 17 designated parking stalls for City employees and Wenatchee citizens. The YMCA is currently marketing its property for sale, which includes the leased premises and the parties agree that the lease will not encumber the sale. The term of the lease is for 10 years, beginning April 1, 2023; however, notwithstanding the 10-year lease term, the lease shall automatically terminate upon 30 days after closing of any sale of the entire leased premises.

IV. FISCAL IMPACT

The parking lease is at a cost of \$1.00 per year.

V. PROPOSED PROJECT SCHEDULE

N/A

VI. REFERENCE(S)

1. Lease Agreement

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Brad Posenjak, Finance Director

Return Address:

LEASE

Reference numbers of related documents: n/a
Grantors: 1. WENATCHEE VALLEY YOUNG MEN'S CHRISTIAN ASSOCIATION, a non-profit corporation
Grantees: 1. CITY OF WENATCHEE, a municipal corporation
Legal Description: 1. Lots 9, 10 11, and 12, Block 25, Amended Northern Plat of Wenatchee 2. Additional legal description is on page 2 of document
Assessor's Property Tax Parcel Account Number(s): 222010590206

THIS AGREEMENT made and entered into this 1st day of May, 2023, by and between Wenatchee Valley Young Men's Christian Association, a non-profit corporation, hereinafter referred to as "YMCA," and the City of Wenatchee, a municipal corporation, hereinafter referred to as "City," and sometimes collectively referred to as the "Parties."

RECITALS:

1. YMCA is the owner of certain real property located in the City of Wenatchee, Chelan County, Washington, more particularly described in Section 1.
2. City is the owner of real property adjacent to YMCA's property upon which City police department is currently located.
3. City and YMCA, having completed a 20-year lease term on November 30, 2022, recognize the advantages to themselves, each other, and the citizens of Wenatchee to continue to utilize the property owned by the YMCA and described in Section 1 as a parking lot for the joint use of the YMCA and City, wherein City will receive 17 designated parking stalls for City employees and Wenatchee citizens. YMCA is currently marketing its property for sale, which includes the leased premises. The Parties agree that this Lease is not intended to encumber such sale.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. PREMISES: YMCA hereby leases to City and City hereby leases from YMCA the real property described as follows:

Lots 9, 10, 11, and 12, Block 25, Amended Northern Plat of Wenatchee.
Also known as Chelan County Tax Parcel No. 222010590206.

2. TERM: This Lease shall be for a term of ten (10) years commencing the 1st day of April 1, 2023. Notwithstanding the ten (10) year term, this lease shall automatically terminate upon thirty (30) days after closing of any sale of the entire leased premises, which are described in Section 1 of the Lease. Within three (3) business days after closing of the sale, YMCA must notify City in writing, of the closing date of the sale.

3. RENTAL: In consideration for City's use of the leased parking premises as described in Section 5 of Lease, City agrees to pay YMCA at YMCA's address designated in Section 14 or at such other place as YMCA may designate in writing, rental in the amount of One Dollar (\$1.00) per year payable in advance on the 1st day of March and every March 1st thereafter during the term hereof.

4. ALTERATIONS AND FUTURE IMPROVEMENTS: The leased premises shall be used by City for the sole purpose of a motor vehicle parking lot. Improvements made by the City to the leased premises shall revert to the YMCA at the expiration or sooner termination of this Lease. City will make no changes, improvements, or alterations to the premises without the prior consent of YMCA. YMCA reserves the right to use the leased land for such purposes that are not incompatible with the City's use of the 17 designated City parking stalls.

5. USE OF PREMISES: City is leasing the entire parcel of 34 parking stalls, however, YMCA, its tenants and invitees, shall have the exclusive use of 17 parking stalls on the west side of the property as designated and signed by City for exclusive use by YMCA staff and patrons. City, as lessee, shall determine the use of the 17 parking stalls on the remaining portion of the premises.

6. MAINTENANCE: City will maintain the leased premises and parking lot in a neat, safe, clean, and sanitary condition and repair, including at City's cost, snow removal, sweeping, striping, asphalt repair, landscaping, and other maintenance to keep said facility in good condition and repair.

7. TAXES: YMCA, before the same become delinquent, shall pay all taxes and special assessments.

8. LIABILITY INSURANCE: YMCA and City shall each maintain at their own expense, public liability, and property damage insurance insuring against any and all claims for injury to or death of persons and loss of or damage to property occurring upon or about the premises. City's insurance shall be primary and YMCA's insurance secondary unless YMCA is obligated to indemnify and hold harmless City pursuant to the terms of Section 9. Each insurance shall have liability limits of not less than Two Million Dollars and no/100 (\$2,000,000.00) in respect of any one occurrence or accident, and not less than Fifty Thousand Dollars and no/100 (\$50,000.00) for property damage.

9. MUTUAL INDEMNIFICATION: YMCA and City agree to indemnify and hold harmless each other and their employees, as relates to the leased premises, from and against any and all loss, cost, damage or expense of any kind and nature (including, without limitation, court costs, expenses and reasonable attorney's fees) arising out of injury to persons or damage to property in any manner caused by their negligent or intentional acts to the extent of their duties, if any, and proportionate liability. YMCA and City expressly retain their immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to their employees and agree that the obligation to indemnify, defend and hold harmless provided for herein, does not extend to any claim brought by or on behalf of their own employees.

10. All of the provisions in Section 9 shall be applicable to any claims arising from the leased premises during the time period between expiration of the prior City lease on November 30, 2022 and commencement of this lease on April 1, 2023.

11. City has inspected the leased premises and accepts the same in its present condition, assuming all risks associated with any structures located thereon.

12. ASSIGNMENT AND SUBLETTING: Neither this Lease nor any right hereunder may be assigned, transferred, encumbered, or sublet in whole or in part by City without YMCA's prior consent.

13. DEFAULT: IF CITY SHALL DEFAULT IN THE PERFORMANCE OF ANY OF CITY'S OBLIGATIONS UNDER THIS LEASE OR SHALL VIOLATE ANY TERM OR PROVISION OF THIS LEASE, YMCA MAY, UPON GIVING CITY THIRTY (30) DAYS NOTICE AND OPPORTUNITY TO CURE, TERMINATE THIS LEASE AND UPON SUCH TERMINATION CITY SHALL QUIT AND SURRENDER THE PREMISES TO YMCA.

14. LIENS: City shall not permit any lien to be filed against the premises or any part thereof, or City's leasehold interest, by reason of work, labor, services, or materials performed or supplied to City. If any such lien is filed against the premises or any improvement thereon or City's leasehold interest, City shall cause the same to be discharged of record within thirty (30) days after the date of filing the same.

15. NOTICES: All notices, demands and requests to be given by either party to the other shall be in writing. All notices, demands and requests by YMCA to City shall be sent by United States registered or certified mail, postage prepaid, addressed to the Mayor at 301 Yakima Street, Wenatchee, Washington 98801, or at such other place as City may from time to time designate by notice to YMCA. All notices, demands and requests by City to YMCA shall be sent by United States registered or certified mail, postage prepaid, addressed Chief Executive Officer to YMCA at 217 Orondo Ave., Wenatchee, Washington 98801, or at such other place as YMCA may from time to time designate by notice to City. Notice, demands, and requests served upon City or YMCA as provided in this Section in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be so mailed in any post office in the state of Washington.

16. SURRENDER OF PREMISES: City, at the expiration or sooner termination of this Lease, shall quit and surrender the premises, including the improvements made thereto by the City, in the condition existing upon completion of the improvements in good, neat, clean, and sanitary condition, except for reasonable wear and tear, and damage not caused by any act or omission of City or its employees.

17. MISCELLANEOUS:

(a) Non-waiver. No failure of YMCA to insist upon the strict performance of any provision of this Lease shall be construed as depriving YMCA of the right to insist on strict performance of such provision or any other provision in the future. No waiver by YMCA of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by YMCA. No acceptance of rent or of any other payment to YMCA from City after default by City shall constitute a waiver of any such default or any other default. Consent by YMCA in any one instance shall not dispense with necessity of consent by YMCA in any other instance.

(b) Attorney's Fees. If an action be commenced to enforce any of the provisions of this Lease, regardless of the outcome, each party shall be responsible for its own attorney's fees and costs.

(c) Captions and Construction. The captions in this Lease are for the convenience of the reader and are not to be considered in the interpretation of its terms.

(d) Partial Invalidity. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced as written to the fullest extent permitted by law.

(e) Governing Law. This Lease shall be governed by the law of the State of Washington.

(f) Estoppel Certificates. YMCA and City agree from time to time promptly to execute, acknowledge and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), whether any party is in default or breach of this Lease, and the dates to which the basic rent and other charges have been paid in advance, if any.

(g) Entire Agreement. This document contains the entire agreement.

(h) Remedies Cumulative. The specified remedies to which YMCA may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which YMCA may lawfully be entitled in case of any breach or threatened breach by City of any provisions of this Lease. In addition to the other remedies in this Lease provided, YMCA shall be entitled to the restraint by injunction of the violations, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Lease.

(i) Number; Gender; Permissive Versus Mandatory Usage. Where the context permits, references to the singular shall include the plural and vice versa, and to the neuter gender shall include the feminine and masculine. Use of the word "may" shall denote an option or privilege and shall impose no obligation upon the party which may exercise such option or privilege; use of the word "shall" shall denote a duty or an obligation.

(j) Time. Time is of the essence to this Lease.

(k) Conflict of Provisions. In case of conflict, the more specific provision of this Lease shall control.

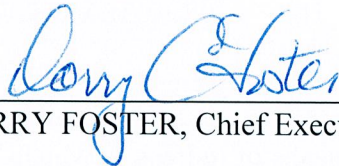
(l) Binding Effect. This Lease shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors and assigns.

17. QUIET ENJOYMENT. Except as otherwise stated herein, YMCA covenants and agrees that City, upon performance of all of City's obligations under this Lease, shall lawfully and quietly hold, occupy and enjoy the premises during the term of this Lease without disturbance by YMCA.

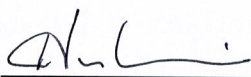
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IN WITNESS WHEREOF, the parties hereto have executed this Lease at Wenatchee, Chelan County, Washington, the day and year first above written.

WENATCHEE VALLEY YOUNG MEN'S
CHRISTIAN ASSOCIATION, a
non-profit corporation

By 
DORRY FOSTER, Chief Executive Officer

ATTEST:

By 
Harry Van Buskirk, Director of Operations

CITY OF WENATCHEE, a municipal corporation

By _____
FRANK J. KUNTZ, Mayor

ATTEST:

By _____
TAMMY STANGER, City Clerk

CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

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

MEETING DATE: May 11, 2023

I. SUBJECT

Wastewater Treatment Plant Facilities Plan Amendment

II. ACTION REQUESTED

Motion requested for the City Council to adopt the City of Wenatchee Wastewater Treatment Plant Facilities Plan Amendment.

III. OVERVIEW

The City of Wenatchee Wastewater Treatment Plant removes pollutants from 3 to 4 million gallons of wastewater every day. During a rain event, the flows can increase to well over 10 million gallons in just a few hours. The plant includes six major treatment facilities that remove garbage, separate liquids and solids, and further remove chemicals and pathogens from the liquids and solids. At the end of the treatment process, the treated water is returned to the Columbia River and the biosolids are used to improve agricultural soils.

The proposed amendment is to update the 2016 Wastewater Treatment Plant Facilities Plan. The amendment provides:

- A condition assessment of the facility and equipment.
- A detailed evaluation of problem areas including settling issues along Worthen, grit removal, secondary clarifier capacity and the disinfection system.
- An updated list of small works and capital projects for the plant for the next 10 years.

IV. FISCAL IMPACT

The operation and maintenance of the treatment plant and sewer collection system as well as wastewater capital projects are funded through utility fees and rates. Financials for the wastewater utility are accounted under Fund 405. City staff are working with Financial

Services Consulting Group to review current and projected revenues and expenses for the wastewater utility fund. The results of this financial review will be presented this summer.

V. PROPOSED PROJECT SCHEDULE

The facilities plan amendment focuses on projects at the wastewater treatment plant for the time period of 2022 through 2032.

VI. REFERENCE(S)

City of Wenatchee Wastewater Treatment Plant Facilities Plan Amendment, Jacobs Engineering Group, Inc, March 22, 2023.


VII. ADMINISTRATIVE ROUTING

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



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Jacob Huylar, Engineering Services Manager
Public Works Department 

MEETING DATE: May 11, 2023

I. SUBJECT

City Project 2007 – Springwater Avenue Improvements
Budget Amendment
Authorization to Award Construction Contract

II. ACTION REQUESTED

Motion requested for the City Council to amend the project budget and, pending TIB concurrence, award the contract for construction of the Springwater Avenue Improvements to the lowest responsive bidder and further authorize the mayor to sign the construction contract documents.

III. OVERVIEW

The city was awarded a \$1.9M grant from the Washington State Transportation Improvement Board (TIB) in November of 2019 to reconstruct Springwater Avenue between Woodward Drive and Western Avenue. The project scope includes widening the roadway to accommodate two travel lanes and two bicycle lanes; new curb, gutter, and sidewalk on both sides of the roadway; stormwater collection, conveyance, retention, and treatment infrastructure; and illumination. As part of the stormwater work, new pipe will be installed in Western Avenue between Springwater Avenue and Central Avenue to direct flows from Springwater to the Maple Street basin.

The city and our consultants have been working to design the project and acquire right-of-way for the past couple of years. The project was advertised for bids on April 12, 2023 via the Wenatchee World and Seattle Daily Journal of Commerce. The city received eight bids; KRCI Inc. is the lowest responsive bidder with a bid price of \$2,722,755.65.

IV. FISCAL IMPACT

The current project budget is \$3,716,400 inclusive of design, right-of-way, inspection, and construction. Both design and construction engineering costs are projected to be more than anticipated, and the amount currently budgeted for construction does not provide contingency for unexpected changes during construction.

The proposed project budget requests an additional \$365,830 to fully fund the project and provide adequate contingency. The city is currently seeking an additional \$285,000 in grant funds from the Transportation Improvement Board but the city will not know whether the

funds are awarded until a later date. The expense categories and revenue sources are identified on the attached Capital Project Budget form.

V. PROPOSED PROJECT SCHEDULE

The construction contract includes 95 working days and a required start date of June 5, 2023. If the contract is awarded, construction is scheduled to run through October.

VI. REFERENCE(S)

1. Bid Tabulation
2. Proposed Capital Project Budget

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Rob Jammerman, Public Works Director
Jake Lewing, City Engineer
Brad Posenjak, Finance Director
Natalie Thresher, Financial Analyst

SCHEDULE A

Item No.	Description	Quantity	Unit	Engineer's Estimate		KRCI		Smith Excavation		Hurst		Strider		Selland		J&K Earthworks		Active		Pipkin			
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A-1	Minor Change	1	EST	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	
A-2	Structure Surveying	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,200.00	\$ 5,200.00	\$ 12,000.00	\$ 12,000.00	\$ 8,500.00	\$ 8,500.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 6,200.00	\$ 6,200.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	
A-3	ADA Features Surveying	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 8,000.00	\$ 8,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00	\$ 3,000.00	\$ 3,000.00	\$ 1,200.00	\$ 1,200.00	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
A-4	Roadway Surveying	1	LS	\$ 58,000.00	\$ 58,000.00	\$ 29,000.00	\$ 29,000.00	\$ 20,800.00	\$ 20,800.00	\$ 24,000.00	\$ 24,000.00	\$ 13,000.00	\$ 13,000.00	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 30,500.00	\$ 30,500.00	\$ 30,500.00	
A-5	Record Drawings (Minimum Bid \$4,000)	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	
A-6	Utility Potholing	60	EA	\$ 575.00	\$ 34,500.00	\$ 570.00	\$ 34,200.00	\$ 650.00	\$ 39,000.00	\$ 600.00	\$ 36,000.00	\$ 425.00	\$ 25,500.00	\$ 300.00	\$ 18,000.00	\$ 850.00	\$ 51,000.00	\$ 625.00	\$ 37,500.00	\$ 475.00	\$ 28,500.00	\$ 28,500.00	\$ 28,500.00
A-6A	Existing Utility Temporary Relocation	1	EST	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	
A-7	Pedestrian Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 5,700.00	\$ 5,700.00	\$ 1,500.00	\$ 1,500.00	\$ 7,200.00	\$ 7,200.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 8,000.00	\$ 8,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
A-8	Mobilization	1	LS	\$ 247,000.00	\$ 247,000.00	\$ 59,000.00	\$ 59,000.00	\$ 69,000.00	\$ 69,000.00	\$ 80,000.00	\$ 80,000.00	\$ 295,000.00	\$ 295,000.00	\$ 225,000.00	\$ 225,000.00	\$ 100,000.00	\$ 100,000.00	\$ 318,275.65	\$ 318,275.65	\$ 247,000.00	\$ 247,000.00	\$ 247,000.00	
A-9	Project Temporary Traffic Control	1	LS	\$ 146,000.00	\$ 146,000.00	\$ 138,000.00	\$ 138,000.00	\$ 90,000.00	\$ 90,000.00	\$ 140,000.00	\$ 140,000.00	\$ 110,000.00	\$ 110,000.00	\$ 67,500.00	\$ 67,500.00	\$ 95,000.00	\$ 95,000.00	\$ 100,000.00	\$ 100,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	
A-10	Clearing and Grubbing	1	LS	\$ 15,700.00	\$ 15,700.00	\$ 17,000.00	\$ 17,000.00	\$ 26,000.00	\$ 26,000.00	\$ 12,000.00	\$ 12,000.00	\$ 20,000.00	\$ 20,000.00	\$ 26,250.00	\$ 26,250.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	
A-11	Tree Removal, 12-inch Diam. And Over	5	EA	\$ 1,500.00	\$ 7,500.00	\$ 2,300.00	\$ 11,500.00	\$ 4,000.00	\$ 20,000.00	\$ 650.00	\$ 3,250.00	\$ 600.00	\$ 3,000.00	\$ 2,000.00	\$ 10,000.00	\$ 1,800.00	\$ 9,000.00	\$ 1,200.00	\$ 6,000.00	\$ 800.00	\$ 4,000.00	\$ 4,000.00	
A-12	Removing Textured and Pigmented Cement Conc. Pavement	27	SY	\$ 50.00	\$ 1,350.00	\$ 75.00	\$ 2,025.00	\$ 11.75	\$ 317.25	\$ 41.00	\$ 1,107.00	\$ 14.00	\$ 378.00	\$ 30.00	\$ 810.00	\$ 40.00	\$ 1,080.00	\$ 34.00	\$ 918.00	\$ 103.00	\$ 2,781.00	\$ 2,781.00	
A-13	Removing Asphalt Conc. Pavement	3,911	SY	\$ 13.00	\$ 50,843.00	\$ 4.30	\$ 16,817.30	\$ 2.00	\$ 7,822.00	\$ 6.50	\$ 25,421.50	\$ 4.00	\$ 15,644.00	\$ 3.35	\$ 13,101.85	\$ 8.00	\$ 31,288.00	\$ 5.50	\$ 21,510.50	\$ 6.50	\$ 25,421.50	\$ 25,421.50	
A-14	Removing Cement Conc. Sidewalk	40	SY	\$ 65.00	\$ 2,600.00	\$ 29.00	\$ 1,160.00	\$ 16.00	\$ 640.00	\$ 54.00	\$ 2,160.00	\$ 8.00	\$ 320.00	\$ 30.00	\$ 1,200.00	\$ 40.00	\$ 1,600.00	\$ 24.00	\$ 960.00	\$ 40.00	\$ 1,600.00	\$ 1,600.00	
A-15	Removing Cement Conc. Driveway	497	SY	\$ 40.00	\$ 19,880.00	\$ 20.00	\$ 9,940.00	\$ 19.00	\$ 9,443.00	\$ 45.00	\$ 22,365.00	\$ 10.00	\$ 4,970.00	\$ 30.00	\$ 14,910.00	\$ 20.00	\$ 9,940.00	\$ 20.00	\$ 9,940.00	\$ 18.00	\$ 8,946.00	\$ 8,946.00	
A-16	Removing Cement Conc. Curb and Gutter	497	LF	\$ 25.00	\$ 12,425.00	\$ 5.50	\$ 2,733.50	\$ 15.50	\$ 7,703.50	\$ 14.00	\$ 6,958.00	\$ 8.00	\$ 3,976.00	\$ 7.00	\$ 3,479.00	\$ 10.00	\$ 4,970.00	\$ 12.00	\$ 5,964.00	\$ 5.00	\$ 2,485.00	\$ 2,485.00	
A-17	Removal of Structures and Obstructions	1	LS	\$ 31,000.00	\$ 31,000.00	\$ 8,000.00	\$ 8,000.00	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 17,500.00	\$ 17,500.00	\$ 25,000.00	\$ 25,000.00	\$ 52,000.00	\$ 52,000.00	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	
A-18	Saw Cutting Existing Pavement	1,741	LF	\$ 3.00	\$ 5,223.00	\$ 1.80	\$ 3,133.80	\$ 2.00	\$ 3,482.00	\$ 2.50	\$ 4,352.50	\$ 1.50	\$ 2,611.50	\$ 3.00	\$ 5,223.00	\$ 3.00	\$ 5,223.00	\$ 5.00	\$ 8,705.00	\$ 1.75	\$ 3,046.75	\$ 3,046.75	
A-19	Roadway Excavation Incl. Haul	1,800	CY	\$ 35.00	\$ 63,000.00	\$ 35.00	\$ 63,000.00	\$ 32.00	\$ 57,600.00	\$ 34.00	\$ 61,200.00	\$ 15.00	\$ 27,000.00	\$ 41.50	\$ 74,700.00	\$ 42.00	\$ 75,600.00	\$ 49.00	\$ 88,200.00	\$ 40.00	\$ 72,000.00	\$ 72,000.00	
A-20	Common Borrow Incl. Haul	290	CY	\$ 45.00	\$ 13,050.00	\$ 30.00	\$ 8,700.00	\$ 72.00	\$ 20,880.00	\$ 1.00	\$ 290.00	\$ 34.00	\$ 9,860.00	\$ 30.00	\$ 8,700.00	\$ 65.00	\$ 18,850.00	\$ 15.00	\$ 4,350.00	\$ 42.00	\$ 12,180.00	\$ 12,180.00	
A-21	Embankment Compaction	490	CY	\$ 25.00	\$ 12,250.00	\$ 1.30	\$ 637.00	\$ 17.00	\$ 8,330.00	\$ 1.00	\$ 490.00	\$ 9.00	\$ 4,410.00	\$ 50.00	\$ 24,500.00	\$ 40.00	\$ 19,600.00	\$ 9.00	\$ 4,410.00	\$ 20.00	\$ 9,800.00	\$ 9,800.00	
A-22	Safety and Health Program	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 28,000.00	\$ 28,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 150.00	\$ 150.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	
A-23	Disposal of Contaminated Soil Incl. Haul	420	TON	\$ 85.00	\$ 35,700.00	\$ 60.00	\$ 25,200.00	\$ 87.50	\$ 36,750.00	\$ 77.00	\$ 32,340.00	\$ 128.00	\$ 53,760.00	\$ 25.00	\$ 10,500.00	\$ 107.00	\$ 44,940.00	\$ 75.00	\$ 31,500.00	\$ 250.00	\$ 105,000.00	\$ 105,000.00	
A-24	Shoring or Extra Excavation Cl. B	13,200	SF	\$ 1.00	\$ 13,200.00	\$ 0.01	\$ 132.00	\$ 0.20	\$ 2,640.00	\$ 0.50	\$ 6,600.00	\$ 0.08	\$ 1,056.00	\$ 0.01	\$ 132.00	\$ 2.00	\$ 26,400.00	\$ 1.00	\$ 13,200.00	\$ 1.00	\$ 13,200.00	\$ 13,200.00	
A-25	Crushed Surfacing Base Course	3,140	TON	\$ 35.00	\$ 109,900.00	\$ 40.00	\$ 125,600.00	\$ 36.00	\$ 113,400.00	\$ 47.00	\$ 147,580.00	\$ 38.00	\$ 119,320.00	\$ 30.00	\$ 94,200.00	\$ 58.00	\$ 182,120.00	\$ 39.50	\$ 124,030.00	\$ 59.50	\$ 186,830.00	\$ 186,830.00	
A-26	Crushed Surfacing Top Course	840	TON	\$ 35.00	\$ 29,400.00	\$ 52.00	\$ 43,680.00	\$ 36.00	\$ 30,240.00	\$ 47.00	\$ 39,480.00	\$ 38.00	\$ 30,240.00	\$ 48.00	\$ 40,320.00	\$ 52.00	\$ 43,680.00	\$ 49.00	\$ 41,160.00	\$ 130.00	\$ 109,200.00	\$ 109,200.00	
A-27	Planning Bituminous Pavement	2,173	SY	\$ 8.00	\$ 17,384.00	\$ 7.00	\$ 15,211.00	\$ 4.00	\$ 8,692.00	\$ 8.00	\$ 17,384.00	\$ 5.50	\$ 11,951.50	\$ 8.00	\$ 17,384.00	\$ 8.00	\$ 17,384.00	\$ 10.75	\$ 23,359.75	\$ 8.00	\$ 17,384.00	\$ 17,384.00	
A-28	HMA Cl. 1/2 In. PG 64H-28	1,410	TON	\$ 160.00	\$ 225,600.00	\$ 134.00	\$ 188,940.00	\$ 130.00	\$ 183,300.00	\$ 138.00	\$ 194,580.00	\$ 120.00	\$ 169,200.00	\$ 140.00	\$ 197,400.00	\$ 130.00	\$ 183,300.00	\$ 132.00	\$ 186,120.00	\$ 118.00	\$ 166,380.00	\$ 166,380.00	
A-29	HMA for Approach Cl. 1/2 In. PG 64H-28	80	TON	\$ 180.00	\$ 14,400.00	\$ 235.00	\$ 18,800.00	\$ 230.00	\$ 18,400.00	\$ 240.00	\$ 19,200.00	\$ 220.00	\$ 17,600.00	\$ 230.00	\$ 18,400.00	\$ 300.00	\$ 24,000.00	\$ 220.00	\$ 17,600.00	\$ 200.00	\$ 16,000.00	\$ 16,000.00	
A-30	Cement Conc. Pavement	49	CY	\$ 500.00	\$ 24,500.00	\$ 820.00	\$ 40,180.00	\$ 850.00	\$ 41,650.00	\$ 750.00	\$ 36,750.00	\$ 650.00	\$ 31,850.00	\$ 730.00	\$ 35,770.00	\$ 800.00	\$ 39,200.00	\$ 520.00	\$ 25,480.00	\$ 600.00	\$ 29,400.00	\$ 29,400.00	
A-31	Textured and Pigmented Cement Conc. Pavement	9	SY	\$ 850.00	\$ 7,650.00	\$ 520.00	\$ 4,680.00	\$ 690.00	\$ 6,210.00	\$ 700.00	\$ 6,300.00	\$ 575.00	\$ 5,175.00	\$ 760.00	\$ 6,840.00	\$ 825.00	\$ 7,425.00	\$ 280.00	\$ 2,520.00	\$ 540.00	\$ 4,860.00	\$ 4,860.00	
A-32	Moment Slab	2	EA	\$ 7,000.00	\$ 14,000.00	\$ 3,300.00	\$ 6,600.00	\$ 5,500.00	\$ 11,000.00	\$ 6,000.00	\$ 12,000.00	\$ 3,750.00	\$ 7,500.00	\$ 8,500.00	\$ 17,000.00	\$ 7,000.00	\$ 14,000.00	\$ 3,800.00	\$ 7,600.00	\$ 7,300.00	\$ 14,600.00	\$ 14,600.00	
A-33	Structural Earth Wall	7,260	SF	\$ 95.00	\$ 689,700.00	\$ 57.00	\$ 413,820.00	\$ 70.00	\$ 508,200.00	\$ 73.00	\$ 529,980.00	\$ 106.50	\$ 773,190.00	\$ 108.00	\$ 784,080.00	\$ 68.00	\$ 493,680.00	\$ 101.00	\$ 733,260.00	\$ 75.00	\$ 544,500.00	\$ 544,500.00	
A-34	Yard Drain	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,000.00	\$ 4,000.00	\$ 600.00	\$ 1,200.00	\$ 1,000.00	\$ 2,000.00	\$ 2,480.00	\$ 4,960.00	\$ 700.00	\$ 1,400.00	\$ 1,150.00	\$ 2,300.00	\$ 2,300.00	
A-35	Solid Wall PVC Storm Sewer Pipe 6 In. Diam.	165	LF	\$ 55.00	\$ 9,075.00	\$ 93.00	\$ 15,345.00	\$ 55.00	\$ 9,075.00	\$ 60.00	\$ 9,900.00	\$ 40.00	\$ 6,600.00	\$ 60.00	\$ 9,900.00	\$ 80.00	\$ 13,200.00	\$ 82.00	\$ 13,530.00	\$ 74.00	\$ 12,210.00	\$ 12,210.00	
A-36	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam.	640	LF	\$ 75.00	\$ 48,000.00	\$ 73.00	\$ 46,720.00	\$ 96.00	\$ 61,440.00	\$ 65.00	\$ 41,600.00	\$ 45.00	\$ 28,800.00	\$ 88.00	\$ 56,32								

SCHEDULE B

Item No.	Description	Quantity	Unit	Engineer's Estimate		KRCI		Smith Excavation		Hurst		Strider		Selland		J&K Earthworks		Active		Pipkin			
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
B-1	Minor Change	1	EST	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
B-2	Roadway Surveying	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 6,000.00	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 54.00	\$ 54.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 3,000.00	\$ 3,000.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00
B-3	Mobilization	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 6,000.00	\$ 6,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
B-4	Adjust Water Valve Box	10	EA	\$ 750.00	\$ 7,500.00	\$ 600.00	\$ 6,000.00	\$ 1,250.00	\$ 12,500.00	\$ 500.00	\$ 5,000.00	\$ 240.00	\$ 2,400.00	\$ 500.00	\$ 5,000.00	\$ 650.00	\$ 6,500.00	\$ 500.00	\$ 5,000.00	\$ 950.00	\$ 9,500.00	\$ 950.00	\$ 9,500.00
B-5	Assist PUD with Resetting Existing Hydrant	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,750.00	\$ 1,750.00	\$ 2,350.00	\$ 2,350.00	\$ 1,700.00	\$ 1,700.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00
B-6	Adjust Water Meter Box to Finished Grade	2	EA	\$ 750.00	\$ 1,500.00	\$ 700.00	\$ 1,400.00	\$ 650.00	\$ 1,300.00	\$ 400.00	\$ 800.00	\$ 245.00	\$ 490.00	\$ 550.00	\$ 1,100.00	\$ 900.00	\$ 1,800.00	\$ 400.00	\$ 800.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
B-7	Relocate Water Meter Box	7	EA	\$ 1,500.00	\$ 10,500.00	\$ 850.00	\$ 5,950.00	\$ 950.00	\$ 6,650.00	\$ 1,500.00	\$ 10,500.00	\$ 300.00	\$ 2,100.00	\$ 1,500.00	\$ 10,500.00	\$ 2,700.00	\$ 18,900.00	\$ 400.00	\$ 2,800.00	\$ 2,500.00	\$ 17,500.00	\$ 2,500.00	\$ 17,500.00
Schedule B Subtotal:				\$ 28,500.00	\$ 28,500.00	\$ 25,350.00	\$ 25,350.00	\$ 29,950.00	\$ 29,950.00	\$ 19,800.00	\$ 19,800.00	\$ 8,544.00	\$ 8,544.00	\$ 22,850.00	\$ 22,850.00	\$ 35,300.00	\$ 35,300.00	\$ 15,300.00	\$ 15,300.00	\$ 37,500.00	\$ 37,500.00	\$ 37,500.00	\$ 37,500.00
Sales Tax (8.7%):				\$ 2,479.50	\$ 2,479.50	\$ 2,205.45	\$ 2,205.45	\$ 2,605.65	\$ 2,605.65	\$ 1,722.60	\$ 1,722.60	\$ 743.33	\$ 743.33	\$ 1,987.95	\$ 1,987.95	\$ 3,071.10	\$ 3,071.10	\$ 1,331.10	\$ 1,331.10	\$ 3,262.50	\$ 3,262.50	\$ 3,262.50	\$ 3,262.50
Schedule B Total:				\$ 30,979.50	\$ 30,979.50	\$ 27,555.45	\$ 27,555.45	\$ 32,555.65	\$ 32,555.65	\$ 21,522.60	\$ 21,522.60	\$ 9,287.33	\$ 9,287.33	\$ 24,837.95	\$ 24,837.95	\$ 38,371.10	\$ 38,371.10	\$ 16,631.10	\$ 16,631.10	\$ 40,762.50	\$ 40,762.50	\$ 40,762.50	\$ 40,762.50

TOTAL BID: \$ 3,737,682.50 \$ 2,722,755.65 \$ 2,957,898.40 \$ 2,964,732.50 \$ 3,090,958.33 \$ 3,117,257.80 \$ 3,142,608.60 \$ 3,314,314.00 \$ 3,354,649.75



Capital Project Budget

Date: May 5, 2023

Project Number: 2007

Project Name: Springwater Avenue

Dept/Category: Public Works - Street & Storm

Project Description:

This project will upgrade Springwater Avenue between Woodward Dr and Western Ave with new curb, sidewalk, illumination, and stormwater infrastructure. The project will also install approximately 500' of new stormwater pipe in Western Avenue to the north of Springwater.

Project Lead:	Jacob Huylar	Start Year:	2020
Assigned Department:	Public Works	End Year:	2023
Original Project Budget:	\$3,716,400	Total City Funding:	\$2,154,730
Budget Amendment:	\$365,830	Other Funding:	\$1,927,500

Project Notes:

The "Original Budget" is based on the adopted 2023 City Budget.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2023	2024	2025+	
Design Engineering	293,100	116,360	254,260	155,200			409,460
Right of Way Acquisition	327,300	(62,440)	133,060	131,800			264,860
Construction Contract	2,813,000	187,000		3,000,000			3,000,000
Construction Engineering	245,000	125,000		370,000			370,000
Utility Relocation	25,000	(3,090)	21,910				21,910
Art Fund	13,000	3,000		16,000			16,000
Total Project Expenditures	3,716,400	365,830	409,230	3,673,000			4,082,230


Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2023	2024	2025+	
Fund:	109 - Arterial Streets	902,800	314,040	116,290	1,100,550			1,216,840
Fund:	301 - Real Estate Excise Tax	500,000			500,000			500,000
Fund:	410 - Storm Drain Utility	413,600	24,290	4,490	433,400			437,890
Fund:								
Fund:								
GRANTS:								
	Transportation Improvement Board (TIB)	1,900,000		288,450	1,611,550			1,900,000
	Chelan County PUD - Interlocal Agreement		27,500		27,500			27,500
Total Project Revenues		3,716,400	365,830	409,230	3,673,000			4,082,230

Approved by City Council: _____
Date



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Jacob Huylar, Engineering Services Manager
Public Works Department 

MEETING DATE: May 11, 2023

I. SUBJECT

City Project 2007 – Springwater Avenue Improvements
Authorization to Negotiate for Consultant Services

II. ACTION REQUESTED

Motion requested for the City Council to authorize the Mayor to negotiate with TranTech Engineering LLC for construction management services on the Springwater Avenue Improvements project and further authorize the Mayor to sign a contract on behalf of the City.

III. OVERVIEW

The city was awarded a \$1.9M grant from the Washington State Transportation Improvement Board (TIB) in November of 2019 to reconstruct Springwater Avenue between Woodward Drive and Western Avenue. The project scope includes widening the roadway to accommodate two travel lanes and two bicycle lanes; new curb, gutter, and sidewalk on both sides of the roadway; stormwater collection, conveyance, retention, and treatment infrastructure; and illumination. As part of the stormwater work, new pipe will be installed in Western Avenue between Springwater Avenue and Central Avenue to direct flows from Springwater to the Maple Street basin.

The City issued a Request for Qualifications for construction management services via the MRSC Consultant Roster on April 3, 2023. TranTech Engineering LLC was the only respondent. Upon review of their qualifications and consultation with a recent reference, the city found TranTech to be qualified to perform the work.

IV. FISCAL IMPACT

The city expects to have a draft scope and fee by the City Council meeting on May 11th.

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Rob Jammerman, Public Works Director
Jake Lewing, City Engineer
Brad Posenjak, Finance Director
Natalie Thresher, Financial Analyst



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Charlotte Mitchell, Project Engineer
Public Works Department

MEETING DATE: May 11, 2023

I. SUBJECT

City Project No. 2315 – Red Apple Road Vista Pl. to Miller St.
Design contract with SCJ Alliance

II. ACTION REQUESTED

Motion for City Council to approve and authorize the Mayor to negotiate with SCJ Alliance for design and public outreach services for Red Apple Road – Vista Pl. to Miller St. – Project No. 2315 and further authorize the Mayor to sign a contract on behalf of the City.

III. OVERVIEW

The City was awarded a grant from the Washington State Transportation Improvement Board (TIB) for \$1,919,228 for Red Apple Road between Vista Place and Miller Street on December 2, 2022. On January 12, 2022 the project was presented to Finance Committee and City Council. The budget was approved and Council authorized the Mayor to sign the TIB grant agreement forms. A request for qualifications was sent out via the MRCS roster January 13, 2023. SCJ Alliance was selected by staff as the most qualified applicant. There will be a supplement brought before council once design is completed enough to determine right of way needs.

IV. FISCAL IMPACT

None. This contract amount is within the approved budgeted amount for preliminary engineering.

V. PROPOSED PROJECT SCHEDULE

The project is scheduled for construction in 2025. Preliminary engineering and right-of-way acquisition will begin upon execution of this agreement. A public open house in the neighborhood is currently being planned for July to get community input.

VI. REFERENCE(S)

1. TIB Consultant Agreement – *Requires the Mayor's signature*

VII. ADMINISTRATIVE ROUTING

Rob Jammerman, Public Works Director
Jacob Huylar, Engineering Services Manager
Charlotte Mitchell, Project Engineer

Natalie Thresher, Financial Analyst
Anna Carr, Administrative Assistant
Tammy McCord , City Clerk
Laura Gloria, Executive Services Director
Brad Posenjak, Finance Director



III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V PAYMENT

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

VI SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

VII EMPLOYMENT

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANTs employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.



- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

IX TERMINATION OF AGREEMENT

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X CHANGES OF WORK

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof.



Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

XIII LEGAL RELATIONS AND INSURANCE

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume

no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

XIV EXTRA WORK

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.



Consultant Agreement

E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

**XVII
CERTIFICATION OF THE
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII
COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XIX
EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By Eric Johnston By _____

Consultant Shea Carr Jewell, Inc City/County of City of Wenatchee



EXHIBIT A-1 Certification of Consultant

Project No. 8-3-160(033)-1	City/County City of Wenatchee
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I hereby certify that I am Eric Johnston a duly authorized representative of the firm of Shea Carr Jewell, Inc. whose address is 8730 Tallon Ln NE, Suite 200. Lacey, WA 98516 and that

neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

05/02/2023

Date

Signature

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City/County of Wenatchee, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature



EXHIBIT B-1 Scope of Work

Project No. 8-3-160(033)-1
Describe the Scope of Work See attached Exhibit B-1
Documents to be Furnished by the Consultant See attached Exhibit B-1

EXHIBIT B-1
SCOPE OF WORK
RED APPLE ROAD IMPROVEMENTS, VISTA PLACE TO MILLER STREET
WENATCHEE, WA

TIB Project No. 8-3-160(033)-1

**Prepared for: Charlotte Mitchell
City of Wenatchee**

Prepared By: Dave Allen, PE, Senior Project Manager

Date prepared: April 20, 2023

Overview

This scope of work includes design engineering services for the City of Wenatchee's, TIB, and City-funded Red Apple Road Improvement project. The project will upgrade Red Apple Road between Vista Place and Miller Street. Upgrades include an updated stormwater system, street overlay, reconstruction and widening for bike lanes and parking, illumination, new ADA compliant curbs, gutters, sidewalks and driveways, and utility relocations.

The project will require a right-of-way phase of work estimated to obtain temporary construction easements. This agreement may be supplemented to include right-of-way services at a time when all impacted parcels are determined.

The work will consist of the following phases and tasks:

- Design Engineering Street Improvements
 - Project Management
 - Design Documentation (Traffic Calming, Parking)
 - Topographic Surveying
 - Cultural Resources
 - Environmental Permitting
 - Public Involvement
 - Preliminary Design/Final Street Location
 - 30% Design
 - Right of Way Plans
 - 60% Design
 - 90% Design
 - Final PS&E
 - Bid Advertisement and Award

Phase 1 Design Engineering Street Improvements

Task 1 Project Management

- 1) Project setup
- 2) Create and manage project schedule and deliverables timeline.
- 3) Bi-weekly project progress reports and monthly invoicing through the project completion date.
- 4) Coordination and administration of sub-consultant contracts and work
- 5) Quality assurance and quality control. Peer checks of work at key points and deliverables. Senior level review and check of final PS&E deliverable.

Task 1 Understanding

- Project management services provided through estimated project design completion date, March 2024.

Task 1 Deliverables

- Invoices submitted monthly submitted via email in PDF format.
- Project Progress Reports submitted bi-weekly via email in PDF format
- Project schedule to establish deliverable milestone dates.

Task 2 Design Documentation/Traffic Calming Concepts

- 1) Preliminary traffic calming evaluation
 - a) Street history (previous concerns, safety issues, complaints, and efforts)
 - b) City and School District input
 - c) Develop preliminary traffic calming recommendations
- 2) Review with City/WSD traffic calming concerns and feedback from public outreach efforts. Update the traffic calming plan as recommended.
- 3) Document traffic calming preferences, decision-making, public outreach effort, and public input in a design memorandum.
- 4) Follow up with stakeholders on our traffic calming plans via City's project webpage and emails based upon pop-up event signups. Present public outreach effort, results, and preliminary project layout to Council.

Task 2 Deliverables

- Preliminary traffic calming plan on preliminary plan sheets via email PDF or CAD
- Design decisions memo via email PDF
- Council meeting materials

Task 3 Subconsultant Support and Survey Base Maps

- 1) Coordinate with survey sub-consultant to delineate survey limits and call-in utility locates. Coordinate and direct private utility locater services.
- 2) Final reduction of survey data and creation of initial plan/profile sheets
- 3) Support geotechnical sub-consultant with mapping, utility locations, and field test locations.
- 4) Support cultural sub-consultants with mapping, field review, and providing locations for major construction features.
- 5) Support right-of-way sub-consultant with scoping their services.

Task 4 Environmental Permitting

- 1) Prepare SEPA Checklist for turn in to the City for their final determination.
- 2) File the Construction Stormwater General Permit Notice of Intent/SWPPP Plan.
- 3) Register project dry wells with DOE.

Task 4 Deliverables

- SEPA Checklist in PDF format.
- Notice of Intent for Construction Stormwater General Permit Notice of Intent for the City. SWPPP Plan.
- Drywell Registration

Task 5 Public Involvement

- 1) **Public Meeting 1** (Neighborhood Pop-up Event) – Coordinate, advertise, and schedule a pop-up event. Prepare public notices and project graphics to illustrate project limits and concepts. Prepare comment forms to solicit information from the community on what is needed/desired for improvements. SCJ will provide sign-in sheets and handouts. The emphasis of this pop-up event is the following:
 - Engage the community/stakeholders early in the process for their input that may influence the design strategy.
 - Learn the priority of improvements desired by the Community.
 - Introduce the future right-of-way process for those potentially affected.
 - Introduce traffic calming considerations and parking concerns.
 - Translate display material in English and Spanish.
- 2) **Public Meeting 2** – Coordinate and schedule a second public meeting/open house. Prepare public notices and project graphics to illustrate current construction drawings, property/frontage impacts, and project features. Prepare comment forms, sign-in sheets, and handouts. The emphasis of this open house is to inform residents and other interested parties about the project's features,

- impacts, and schedule. (Note: All display material can be presented in English and Spanish)
- 3) One-on-one meetings with property owners as needed for design and as requested by property owners. Prepare and distribute temporary construction permits as needed for the owner's signature. Construction permit exhibits.
 - 4) Provide two updates of information for the City's use and placement on the project webpage. The content will be reformatted information from public events.

Task 5 Understanding

- City will handle all mailings of event advertisements.
- SCJ will distribute door hangers.
- City will develop and maintain the project webpage.
- Surveys will be conducted at the in-person events. It is not assumed currently that there is a need for a community-wide online survey.

Task 5 Deliverables

- Pop-Up event and Open house materials in PDF and Hard Copy format.
- Public meeting notes, signup sheets, and comments.
- Summary of commitments from one-on-one meetings
- Reformatted exhibits from open house for the City's project webpage.

Task 6 Preliminary Design

- 1) Develop preliminary alignments and cross-sections.
- 2) Determine and assess impacts on right of way, utilities, property, and costs.
- 3) Summarize options, impacts, recommendations, and alternatives where possible.
- 4) Review options with City Staff and determine the preferred street layout and project footprint.

Task 6 Deliverables

- Plan view preferred layout, pdf

Task 7 30% Design

- 1) Determine project stormwater requirements. Determine if existing downstream storm capacity is adequate or if project water quantity control is required. Determine water quality requirements and define project strategy.
- 2) Develop roadway section. Review the City standard section for this classification of streets for widening areas. Verify overlay depth, crown shifts, prelevel needs/budget.
- 3) Develop vertical alignment.

- 4) Develop horizontal alignment.
- 5) Develop cross-sections and project edge conditions. Preliminary earthwork quantities.
- 6) Driveway and intersection design and layout.
- 7) Define utility impacts and provide utility owners with preliminary drawings illustrating utility impacts. Meeting with utility owners to review impacts, relocation strategy, and relocation schedule.
- 8) Outreach to school district, 30% feedback from District. Preliminary discussion on any potential property impacts.
- 9) 30% design of stormwater system and drainage report.
- 10) 30% design of illumination system. Review existing lighting on the project, layout additional illumination.
- 11) 30% design of ADA curb ramps.
- 12) 30% design of pavement markings, permanent signs, construction traffic control requirements.
- 13) Quantity takeoffs and 30% construction estimate.

Task 7 Deliverables

- Stormwater Drainage Report.
- 30% design in PDF format or electronically for review and collaboration with Bluebeam.
- 30% estimate in PDF format.
- Exhibits of utility impacts and relocation plans
- Agenda/minutes from meetings with utilities
- Minutes from meetings with Wenatchee School District

Task 8 Right of Way Plans

- 1) Develop right of way plans based upon agreement of preferred street location and in accordance with LAG Manual Section 25.4.47.

Task 8 Understanding

- Right of Way services and acquisition will be added to the contract via a supplement.

Task 8 Deliverables

- Right of Way Plans in PDF and CAD format.

Task 9 60% Design

- 1) 60% design horizontal and vertical alignments (Plan/Profile Sheets)

- 2) 60% roadway sections and details.
- 3) 60% grading, cross-sectional impacts, and match-ins to abutting properties.
- 4) 60% intersection paving limits and geometrics; driveway locations and driveway surfacing match-ins.
- 5) 60% stormwater design including conveyance system, drainage details, and treatment/disposal facilities.
- 6) 60% curb, gutter, sidewalk, and concrete driveway layout and design. 60% layout and design of ADA-compliant curb ramps.
- 7) 60% illumination plans and details. PUD coordination if a new service is required.
- 8) 60% demolition plans.
- 9) 60% design and development of plan sheets for construction traffic control and signing, permanent signing, and channelization striping plans.
- 10) 60% quantity take offs, and construction estimate.
- 11) Submit 60% PS&E package to City.

Task 9 Understanding

- Utilities will remain overhead therefore SCJ does not need to design a conduit/vault plan.

Task 9 Deliverables

- 60% PSE in PDF or collaboratively electronic files in Bluebeam.

Task 10 90% Design

- 1) Finalize horizontal and vertical alignments (Plan/Profile Sheets)
- 2) Finalize roadway sections and details.
- 3) Final grading, cross-sectional impacts, and match-ins to abutting properties.
- 4) Finalize intersection paving limits and geometrics; driveway locations and driveway surfacing match-ins.
- 5) Resolution of any utility conflicts. Work with utilities to develop a relocation plan and schedule that accommodates construction.
- 6) Finalize stormwater design including conveyance system, drainage details, and treatment/disposal facilities.
- 7) Final curb, gutter, sidewalk, and concrete driveway layout and design. Final layout and design of ADA-compliant curb ramps.
- 8) Final illumination plans and details. PUD Coordination.
- 9) Develop temporary erosion and sediment control plans and details.
- 10) Develop final demolition plans.

- 11) Design and develop plan sheets for construction traffic control and signing, permanent signing, and channelization striping plans.
- 12) Develop a Summary of Quantities plan sheet, final quantity take-offs, and final engineer's estimate.
- 13) Compile WSDOT and APWA Special Provisions and develop project-specific specifications.
- 14) Prepare contract and bid documents per City of Wenatchee requirements.
- 15) Submit the complete PS&E package to City and TIB for review. Fill out TIB Bid Authorization Form for City submittal to TIB.

Task 10 Deliverables

- 90% PSE in PDF or collaboratively electronic files in Bluebeam.
- 90% Drainage Report.

Task 11 Final PS&E

- 1) Respond to final comments, complete and submit the Final PS&E package including; bid and contract documents, specifications, wage rates, plans, and estimate.
- 2) Secure advertisement approval from TIB.

Task 11 Deliverables

- Final PS&E documents in PDF, CAD and Hard Copy format.

Task 12 Bid Advertisement thru Award

- 1) Prepare project manuals for City, bidders, suppliers and plans centers.
- 2) Distribute bid documents to interested contractors and suppliers, maintain planholders list, respond to questions from bidders and issue addenda as required.
- 3) Prepare TIB Bid Award Updated Cost Estimate for City submittal to TIB. TIB approval to award the contract.

Task 12 Understanding

- One bid advertisement period.

Task 12 Deliverables

- Planholders list
- Addendum(s)
- TIB Bid Award Updated Cost Estimate form.

Phase 2 Topographic Survey

See Exhibit G-2

Phase 3 Cultural Resources

See Exhibit G-2

END OF SCOPE OF SERVICE

Consultant Labor Hour Estimate

SCJ Alliance



Client: City of Wenatchee

Template Version: 2/23/2023

Project: Red Apple Road - Vista Pl to Miller St

Contract Type: LAG Contract

Job #: 23-P00065

File Name: Labor Estimate Template (48).xlsm

Phase & Task No.	Phase & Task Title	Principal	Senior Project Manager	E4 Engineer	Senior Planner	E2 Engineer	PC 2 Project Coordinator	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
PHASE 01 Design Engineering										
Task 01 Project Management										
1	Project Setup	2.0	8.0				2.0	1.0	13.0	\$ 2,249.61
2	Manage Schedule and Budget		4.0						4.0	\$ 735.72
3	Progress Reports and Billings		12.0				2.0	8.0	22.0	\$ 3,452.23
4	Sub-Consultant Administration		8.0				4.0	4.0	16.0	\$ 2,433.54
5	Quality Control and Quality Assurance	4.0	12.0						16.0	\$ 3,056.08
Subtotal Hours:		6.0	44.0				8.0	13.0	71.0	\$ 11,927.19
Task 2 Design Documentation/Calming Concepts										
1	Preliminary traffic calming; meeting, review history, options and evaluations	4.0	4.0	8.0					16.0	\$ 2,716.51
2	Evaluate additional traffic calming concerns of residents (Pop-up Attendees)	1.0	4.0	4.0					9.0	\$ 1,513.89
3	Document traffic calming preferences and process in a design memo		2.0	4.0					6.0	\$ 933.80
4	Follow up on traffic calming decisions with stakeholders and Council	2.0	4.0	8.0					14.0	\$ 2,292.06
Subtotal Hours:		7.0	14.0	24.0					45.0	\$ 7,456.26

Consultant Labor Hour Estimate

SCJ Alliance



Client: City of Wenatchee

Template Version: 2/23/2023

Project: Red Apple Road - Vista Pl to Miller St

Contract Type: LAG Contract

Job #: 23-P00065

File Name: Labor Estimate Template (48).xlsm

<i>Phase & Task No.</i>	<i>Phase & Task Title</i>	<i>Principal</i>	<i>Senior Project Manager</i>	<i>E4 Engineer</i>	<i>Senior Planner</i>	<i>E2 Engineer</i>	<i>PC 2 Project Coordinator</i>	<i>Project Accountant</i>	<i>Total Direct Labor Hours & Cost</i>	<i>Total Cost</i>
Task 03	Subconsultant Support and Survey Base Maps									
1	Support Survey Subconsultant		2.0	4.0					6.0	\$ 933.80
2	Final Data Reduction and Creation of Base Maps			2.0		6.0			8.0	\$ 962.10
3	Support Geotech Subconsultant		2.0	2.0					4.0	\$ 650.83
4	Support Cultural Subconsultant		2.0	1.0					3.0	\$ 509.35
5	Support Right of Way Subconsultant		1.0						1.0	\$ 183.93
Subtotal Hours:			7.0	9.0		6.0			22.0	\$ 3,240.01
Task 04	Environmental Permitting									
1	SEPA Checklist		1.0	1.0	8.0				10.0	\$ 1,344.11
2	Construction Stormwater Permit/NOI, SWPPP		1.0	6.0		4.0			11.0	\$ 1,485.59
3	Drywell Registration			1.0		2.0			3.0	\$ 367.86
Subtotal Hours:			2.0	8.0	8.0	6.0			24.0	\$ 3,197.56

Consultant Labor Hour Estimate

SCJ Alliance



Client: City of Wenatchee

Template Version: 2/23/2023

Project: Red Apple Road - Vista Pl to Miller St

Contract Type: LAG Contract

Job #: 23-P00065

File Name: Labor Estimate Template (48).xlsm

<i>Phase & Task No.</i>	<i>Phase & Task Title</i>	Principal	Senior Project Manager	E4 Engineer	Senior Planner	E2 Engineer	PC 2 Project Coordinator	Project Accountant	<i>Total Direct Labor Hours & Cost</i>	<i>Total Cost</i>
Task 05 Public Involvement										
1	Pop-up Event	4.0	4.0	8.0		4.0	20.0		40.0	\$ 5,433.02
2	Second Pubic Meeting	2.0	4.0	6.0		4.0	20.0		36.0	\$ 4,725.60
3	One-on-one meeting with property owners		8.0	24.0					32.0	\$ 4,867.08
4	City Web Page Project Information			2.0			8.0		10.0	\$ 1,188.47
Subtotal Hours:		6.0	16.0	40.0		8.0	48.0		118.0	\$ 16,214.18
Task 6 Preliminary Design										
1	Develop Preliminary Horizontal Alignment/Geometrics		8.0	24.0		16.0			48.0	\$ 6,678.09
2	Determine impacts of horizontal alignment and section. Options for reducing impacts		8.0	24.0		24.0			56.0	\$ 7,583.60
3	Review Options with City Staff		4.0	12.0					16.0	\$ 2,433.54
4	Refine chosen option exhibits. City concurrence with project footprint		2.0	8.0		16.0			26.0	\$ 3,310.75
Subtotal Hours:			22.0	68.0		56.0			146.0	\$ 20,005.98

Consultant Labor Hour Estimate

SCJ Alliance



Client: City of Wenatchee

Template Version: 2/23/2023

Project: Red Apple Road - Vista Pl to Miller St

Contract Type: LAG Contract

Job #: 23-P00065

File Name: Labor Estimate Template (48).xlsm

Phase & Task No.	Phase & Task Title	Principal	Senior Project Manager	E4 Engineer	Senior Planner	E2 Engineer	PC 2 Project Coordinator	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
Task 07	30% PS&E									
1	Determine Project Stormwater Requirements		1.0	4.0					5.0	\$ 749.87
2	Develop Roadway Section(s)		1.0	24.0		8.0			33.0	\$ 4,485.07
3	Vertical Alignment		1.0	8.0		4.0			13.0	\$ 1,768.56
4	Horizontal Alignment		2.0	4.0		4.0			10.0	\$ 1,386.55
5	Cross-sectional Impacts/Resolution		4.0	16.0		16.0			36.0	\$ 4,810.49
6	Driveways/Intersections		4.0	8.0		16.0			28.0	\$ 3,678.61
7	Define Utility Impacts and Initial Coordination with Utility Owners		8.0	8.0					16.0	\$ 2,603.32
8	School District Coordination		8.0	4.0		2.0			14.0	\$ 2,263.76
9	Stormwater Design/Report		4.0	40.0					44.0	\$ 6,395.12
10	Street Lighting Design		4.0	2.0		20.0			26.0	\$ 3,282.45
11	ADA Design		1.0	8.0		16.0			25.0	\$ 3,126.82
12	Traffic Items		1.0	4.0		12.0			17.0	\$ 2,108.13
13	Quantity Takeoffs and 30% Construction Estimate		2.0	4.0		8.0			14.0	\$ 1,839.31
Subtotal Hours:			41.0	134.0		106.0			281.0	\$ 38,498.07
Task 08	Right of Way Plans									
1	Develop Right of Way Plans based upon Preferred Street Location		8.0	24.0		24.0			56.0	\$ 7,583.60
Subtotal Hours:			8.0	24.0		24.0			56.0	\$ 7,583.60

Consultant Labor Hour Estimate

SCJ Alliance



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Phase & Task No.	Phase & Task Title	Principal	Senior Project Manager	E4 Engineer	Senior Planner	E2 Engineer	PC 2 Project Coordinator	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
Task 9	60% PS&E									
1	60% Horizontal and Vertical Alignments - Plan Profile Sheets		4.0	16.0		32.0			52.0	\$ 6,621.50
2	60% Roadway Sections and Details		2.0	8.0		16.0			26.0	\$ 3,310.75
3	60% Grading, Cross-sectional Impacts/Walls		4.0	12.0		16.0			32.0	\$ 4,244.55
4	60% Design Frontage Improvements, Driveways & Intersections		4.0	16.0		24.0			44.0	\$ 5,715.99
5	60% Stormwater Design, Plans and Details		2.0	12.0		24.0			38.0	\$ 4,782.19
6	60% Curb, Gutter, Sidewalk, Curb Ramp Plans		2.0	12.0		24.0			38.0	\$ 4,782.19
7	60% Illumination Plans and Details		2.0	2.0		12.0			16.0	\$ 2,009.09
8	60% Demolition Plans		1.0	2.0		8.0			11.0	\$ 1,372.40
9	60% Traffic Control, Signing and Striping Plans		2.0	8.0		16.0			26.0	\$ 3,310.75
10	60% Quantity takoff and engineer's estimate		2.0	4.0		8.0			14.0	\$ 1,839.31
11	60% Submittal Package for Review by City		2.0	8.0					10.0	\$ 1,499.74
Subtotal Hours:			27.0	100.0		180.0			307.0	\$ 39,488.46



Consultant Labor Hour Estimate

SCJ Alliance

Client: **City of Wenatchee**

Template Version: **2/23/2023**

Project: **Red Apple Road - Vista Pl to Miller St**

Contract Type: **LAG Contract**

Job #: **23-P00065**

File Name: **Labor Estimate Template (48).xlsm**

<i>Phase & Task No.</i>	<i>Phase & Task Title</i>	<i>Principal</i>	<i>Senior Project Manager</i>	<i>E4 Engineer</i>	<i>Senior Planner</i>	<i>E2 Engineer</i>	<i>PC 2 Project Coordinator</i>	<i>Project Accountant</i>	<i>Total Direct Labor Hours & Cost</i>	<i>Total Cost</i>
Task 10	90% PS&E									
1	Final Horizontal and Vertical Alignments - Plan Profile Sheets		2.0	12.0		24.0			38.0	\$ 4,782.19
2	Final Roadway Sections		1.0	2.0		4.0			7.0	\$ 919.65
3	Final Grading, Cross-sectional Impacts/Walls		2.0	12.0		16.0			30.0	\$ 3,876.69
4	Frontage Improvements, Driveways		2.0	12.0		24.0			38.0	\$ 4,782.19
5	Finalize Utility Impacts and Relocation Plan		2.0	4.0		4.0			10.0	\$ 1,386.55
6	Final Stormwater Design, Plans and Details		2.0	8.0		16.0			26.0	\$ 3,310.75
7	Final Curb, Gutter, Sidewalk, Curb Ramp Plans		2.0	8.0		16.0			26.0	\$ 3,310.75
8	Street Lighting Plans and Details			4.0		12.0			16.0	\$ 1,924.20
9	Temporary Sediment and Erosion Control Plans		1.0	4.0		8.0			13.0	\$ 1,655.37
10										\$ -
11	Demolition Plans		1.0	2.0		4.0			7.0	\$ 919.65
12	Traffic Control, Signing and Striping Plans		2.0	8.0		20.0			30.0	\$ 3,763.50
13	Summary of Quantities Sheet, Final Quantity takoff and engineer's estimate		2.0	8.0		8.0			18.0	\$ 2,405.25
14	Project Specifications		16.0	24.0					40.0	\$ 6,338.53
15	Contract Documents		8.0						8.0	\$ 1,471.44
16	Submittal Package for final review by City and TIB. TIB Bid Authorization Form		1.0	4.0					5.0	\$ 749.87
Subtotal Hours:			44.0	112.0		156.0			312.0	\$ 41,596.59
Task 11	Final PS&E									
1	Respond to final comments and prepare final PS&E package		12.0	32.0		32.0			76.0	\$ 10,356.70
Subtotal Hours:			12.0	32.0		32.0			76.0	\$ 10,356.70



Consultant Labor Hour Estimate

SCJ Alliance

Client: City of Wenatchee

Template Version: 2/23/2023

Project: Red Apple Road - Vista Pl to Miller St

Contract Type: LAG Contract

Job #: 23-P00065

File Name: Labor Estimate Template (48).xlsm

Phase & Task No.	Phase & Task Title	Principal	Senior Project Manager	E4 Engineer	Senior Planner	E2 Engineer	PC 2 Project Coordinator	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
Task 12 Bid Advertisement thru Award										
1	Prepare project manuals for bidders and suppliers.		2.0	4.0					6.0	\$ 933.80
2	Setup project for electronic ad and upload project manuals to Quest CDN		2.0						2.0	\$ 367.86
3	Maintain planholders list, respond to questions, issue Addenda		8.0	4.0					12.0	\$ 2,037.38
4	Attend bid opening, prepare bid tabulations, award recommendations		1.0	6.0					7.0	\$ 1,032.84
5	Prepare TIB Bid Award Updated Cost Estimate form for award approval		1.0	6.0					7.0	\$ 1,032.84
Subtotal Hours:			14.0	20.0					34.0	\$ 5,404.73
Total Phase Hours:		19.0	251.0	571.0	8.0	574.0	56.0	13.0	1,492.0	1492.0
Total Phase Direct Labor:		\$1,425.00	\$16,315.00	\$28,550.00	\$360.00	\$22,960.00	\$2,240.00	\$585.00	\$72,435.00	\$ 204,969.32
PHASE 02 NW Geodimensions - Design Engineering Survey										
Task 1 Survey										
1	Topo Survey, data reduction, right of way and parcel lines									\$ -
Subtotal Hours:										\$ -
Total Phase Hours:										\$ -
Total Phase Direct Labor:										\$ -
PHASE 03 Plateau - Cultural Resources										
Task 1 Cultural Resource Services										
1	Complete Cultural Documentation									\$ -



Consultant Labor Hour Estimate

SCJ Alliance

Client: City of Wenatchee

Template Version: 2/23/2023

Project: Red Apple Road - Vista Pl to Miller St

Contract Type: LAG Contract

Job #: 23-P00065

File Name: Labor Estimate Template (48).xlsm

Phase & Task No.	Phase & Task Title	Principal	Senior Project Manager	E4 Engineer	Senior Planner	E2 Engineer	PC 2 Project Coordinator	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
	Subtotal Hours:									\$ -
	Total Phase Hours:									\$ -
	Total Phase Direct Labor:									\$ -
	Total Hours All Phases	19.0	251.0	571.0	8.0	574.0	56.0	13.0	1,492.0	1492.0
	Total Direct Labor Estimate All Phases	\$1,425.00	\$16,315.00	\$28,550.00	\$360.00	\$22,960.00	\$2,240.00	\$585.00	\$72,435.00	\$ 204,969.32
	Indirect Costs									
	Subconsultants:	NWGeoDimensions Plateau CRM								\$12,000.00
	Subconsultant Subtotal:									\$5,365.00
	Subconsultant Markup:									\$ -
	Subconsultant Total:									\$ 17,365.00
	Reimbursable Expenses:									
		Copies, Printing, etc.								\$ 204.97
		Design Phase								\$ 1,000.00
		Right of Way Phase 98								\$ 10,000.00
		Mileage								\$ 65.50
	Expenses Subtotal:									\$ 11,270.47
	Expenses Markup:									\$ -
	Expenses Total:									\$ 11,270.47
	Management Reserve:									\$ -
	Total Indirect Costs:									\$ 28,635.47
	Total:									\$ 233,604.79



EXHIBIT C-3

Payment

(Negotiated Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

1. Hourly Rates

The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits D and E attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the AGENCY. The rates are inclusive of direct salaries, payroll additives, overhead, and fee.

In the event renegotiation of the hourly rates is conducted, the AGENCY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the renegotiation accordingly. Any changes in the CONSULTANT's fixed hourly rates may include salary or overhead adjustments.

2. Direct Nonsalary Costs

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. Maximum Amount

The maximum amount payable for completion of work under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. No minimum amount payable is guaranteed under this AGREEMENT. This does not include payment for extra work as stipulated in Section XIV, Extra Work.

4. Monthly Progress Payments

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibits D and E, including names and classifications of all employees, and invoices for all direct expenses.

5. Inspection of Cost Records

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the AGENCY, and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT, and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit is started before the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The three-year period begins when the CONSULTANT receives final payment.

6. Final Payment

Final payment of any balance due the CONSULTANT of the gross earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of claims of any nature which the CONSULTANT may have against the AGENCY, unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The rates and total price of the original contract and any additions or changes thereto shall be adjusted to exclude any significant sums by which the AGENCY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates or overhead rates, supplied to the AGENCY by the CONSULTANT.

Consultant Billing Rate Schedule - Exhibit D- 1



SCJ Alliance

Client: City of Wenatchee
Project: Red Apple Road - Vista Pl to Miller St
Job #: 23-P00065
File Name: Labor Estimate Template (48).xslm
Date: 4/19/23

Hourly Rate Table Format: LAG Contract
 Allowable Overhead Rate: 151.97%
 Negotiated Fixed Fee: 31.00%
 Billing Rate Table Version: 2/23/2023

Actuals Not To Exceed Billing Rate Table (ANTE)

Job Classifications	Direct Labor Hourly Rate NTE	Allowable Overhead 151.97%	Negotiated Profit 31.00%	Total Hourly Billing Rates NTE
Principal	\$126.56	\$192.33	\$39.23	\$358.13
Senior Consultant	\$99.00	\$150.45	\$30.69	\$280.14
Senior Project Manager	\$86.08	\$130.82	\$26.68	\$243.58
PM3 Project Manager	\$71.71	\$108.98	\$22.23	\$202.92
PM2 Project Manager	\$63.56	\$96.59	\$19.70	\$179.86
PM1 Project Manager	\$49.03	\$74.51	\$15.20	\$138.74
Senior Engineer	\$60.06	\$91.27	\$18.62	\$169.95
E4 Engineer	\$56.54	\$85.92	\$17.53	\$159.99
E3 Engineer	\$52.97	\$80.50	\$16.42	\$149.89
E2 Engineer	\$46.23	\$70.26	\$14.33	\$130.82
E1 Engineer	\$34.62	\$52.61	\$10.73	\$97.96
Senior Landscape Architect	\$57.75	\$87.76	\$17.90	\$163.42
L4 Landscape	\$49.61	\$75.39	\$15.38	\$140.38
L3 Landscape	\$41.86	\$63.61	\$12.98	\$118.45
L2 Landscape	\$38.45	\$58.43	\$11.92	\$108.80
L1 Landscape	\$32.18	\$48.90	\$9.98	\$91.06
Senior Planner	\$66.11	\$100.47	\$20.49	\$187.07
P4 Planner	\$48.76	\$74.10	\$15.12	\$137.98
P3 Planner	\$41.72	\$63.40	\$12.93	\$118.06
P2 Planner	\$36.39	\$55.30	\$11.28	\$102.97
P1 Planner	\$33.00	\$50.15	\$10.23	\$93.38
Senior Technician	\$49.89	\$75.82	\$15.47	\$141.17
T4 Technician	\$54.10	\$82.22	\$16.77	\$153.09
T3 Technician	\$37.96	\$57.69	\$11.77	\$107.42
T2 Technician	\$34.10	\$51.82	\$10.57	\$96.49
T1 Technician	\$29.70	\$45.14	\$9.21	\$84.04
Construction Inspector	\$31.00	\$47.11	\$9.61	\$87.72
Senior Construction Manager	\$0.00	\$0.00	\$0.00	\$0.00
RE 3 Construction Resident Engineer	\$0.00	\$0.00	\$0.00	\$0.00
RE 2 Construction Resident Engineer	\$0.00	\$0.00	\$0.00	\$0.00
RE 1 Construction Resident Engineer	\$0.00	\$0.00	\$0.00	\$0.00
Construction Office Engineer	\$0.00	\$0.00	\$0.00	\$0.00
CI 4 Construction Inspector	\$68.20	\$103.64	\$21.14	\$192.99
CI 3 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
CI 2 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
CI 1 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
Graphic Designer	\$42.85	\$65.12	\$13.28	\$121.25
PC 3 Project Coordinator - CM Only	\$0.00	\$0.00	\$0.00	\$0.00
PC 2 Project Coordinator	\$42.85	\$65.12	\$13.28	\$121.25
PC 1 Project Coordinator	\$32.13	\$48.83	\$9.96	\$90.92
Project Accountant	\$62.01	\$94.24	\$19.22	\$175.47

Consultant Fee Determination Summary - Exhibit D-1



SCJ Alliance

Client: City of Wenatchee
Project: Red Apple Road - Vista Pl to Miller St
Job #: 23-P00065
File Name: Labor Estimate Template (48).xslm

Template Version: 2/23/2023
Contract Type: LAG Contract

Consultant Fee Determination

DIRECT SALARY COST

<u>Classification</u>	<u>Hours</u>	<u>Direct Hourly Rate</u>	<u>Amount</u>
Principal	19.0	\$75.00	\$1,425.00
Senior Project Manager	251.0	\$65.00	\$16,315.00
E4 Engineer	571.0	\$50.00	\$28,550.00
Senior Planner	8.0	\$45.00	\$360.00
E2 Engineer	574.0	\$40.00	\$22,960.00
PC 2 Project Coordinator	56.0	\$40.00	\$2,240.00
Project Accountant	13.0	\$45.00	\$585.00

Total Direct Salary Cost \$72,435.00

OVERHEAD

Overhead Rate: 151.97% Direct Salary Cost: **\$72,435.00** Overhead Cost: **\$110,079.47**

FIXED FEE

Fixed Fee Rate: 31.00% Direct Salary Cost: **\$72,435.00** Fixed Fee Cost: **\$22,454.85**

TOTAL SALARY COST

Total Salary Cost \$204,969.32

SUBCONSULTANTS

NWGeoDimensions	Phase 2	Select Phase	\$12,000
Plateau CRM	Phase 3	Select Phase	\$5,365

Subconsultant Fee Subtotal: \$0 \$17,365.00

Subconsultant Markup: 0% \$0.00

REIMBURSABLE EXPENSES

Copies, Printing, etc.	0.1%	of the Direct Salary Costs	\$204.97
Design Phase		Private Utility Locates (Irrigation)	\$1,000
Right of Way Phase 98		Title Reports (EST. 10 @ \$1,000/Each)	\$10,000
Mileage	100	miles at \$0.655 per mile	\$65.50

Expenses Subtotal: \$11,270.47

Expenses Markup: 0% \$0.00

SUBTOTAL (SALARY, SUBCONSULTANTS AND EXPENSES)

Subtotal (Salary, Subconsultants and Expenses) **\$233,604.79**

MANAGEMENT RESERVE FUND (MRF)

Management Reserve: \$0 \$0.00

Total Estimated Budget: \$233,604.79



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 2, 2022

Shae, Carr & Jewell, Inc. (dba SCJ Alliance)
8370 Tallon Lane NE, Suite 200
Lacey, WA 98516-6642

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Tammy McDonald:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 151.97% of direct labor (rate includes 0.10% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Stambaugh Ness. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in black ink that reads "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Shea, Carr & Jewell, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2021

Description	Financial Statement Amount	SCJ Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>\$6,140,339</u>	(\$7,058)		1	<u>\$6,133,281</u>	100.00%
Indirect Costs:						
Fringe Benefits						
Employee group insurance	\$960,800				\$960,800	15.67%
ESOP contributions	78,231				78,231	1.28%
Incentive compensation	145,311	(\$9,900)		2, 3	135,411	2.21%
Payroll taxes	891,245	(6,046)		4, 16	885,199	14.43%
PTO (vacation, sick and holiday)	1,341,586				1,341,586	21.87%
Workers compensation	44,117				44,117	0.72%
Other employee benefits	235,720	(235,720)		5, 6	0	0.00%
Total Fringe Benefits	<u>\$3,697,010</u>	<u>(\$251,666)</u>	<u>\$0</u>		<u>\$3,445,344</u>	<u>56.17%</u>
General Overhead						
Indirect labor	\$4,066,765	(\$62,171)		1, 5, 7, 8	\$4,004,594	65.29%
Auto	20,701	(11)		9	20,690	0.34%
Bank charges	17,320	(1,237)		10	16,083	0.26%
Business development	5,094	(3,512)		7	1,582	0.03%
Computer equipment and supplies	124,522				124,522	2.03%
Conferences, seminars and training	31,515	(460)		7	31,055	0.51%
Contributions	25,992	(25,992)		11	0	0.00%
Depreciation and amortization	231,662	(34,475)		12	197,187	3.22%
Dues and licenses	67,931	(17,089)		2, 11, 13	50,842	0.83%
Equipment rental and maintenance	73,222				73,222	1.19%
Insurance	152,540				152,540	2.49%
Insurance - (key person)	12,497	(12,497)		14	0	0.00%
Interest	496,201	(496,201)		15	0	0.00%
Meals and entertainment	18,958	(10,528)		5, 7, 8	8,430	0.14%
Office repairs and maintenance	89,971				89,971	1.47%
Office supplies	213,427	(529)		9, 19	212,898	3.47%
Payroll services	24,759	(3,765)		16	20,994	0.34%
Postage, shipping and delivery	9,539				9,539	0.16%
Printing & reproduction	10,463				10,463	0.17%
Professional fees	151,373	(17,258)		8	134,115	2.19%
Public relations and advertising costs	24,361	(24,361)		7	0	0.00%
Publications and reference materials	5,870				5,870	0.10%
Rent	654,581				654,581	10.67%
Software licenses and agreements	472,688				472,688	7.71%
Taxes	425,028				425,028	6.93%
Telephone	2,041				2,041	0.03%
Travel	65,425	(1,908)		17, 18	63,517	1.04%
Direct cost recovery		(7,723)		18	(7,723)	-0.13%
PPP loan forgiveness and other credits	(1,832,758)	1,827,660	(900,371)	19, 20	(905,469)	-14.76%
Total General Overhead	<u>\$5,661,688</u>	<u>\$1,107,943</u>	<u>(\$900,371)</u>		<u>\$5,869,260</u>	<u>95.70%</u>
Total Indirect Costs & Overhead	<u>\$9,358,698</u>	<u>\$856,277</u>	<u>(\$900,371)</u>		<u>\$9,314,604</u>	<u>151.87%</u>

**Shea, Carr & Jewell, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2021**

Description	Financial Statement Amount	SCJ Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Indirect Cost Rate (Less FCCM)	152.41%	166.55%			<u>151.87%</u>	
Facilities Capital Cost of Money (FCCM)		\$6,282			\$6,282	0.10%
	<u>\$9,358,698</u>	<u>\$862,559</u>	<u>(\$900,371)</u>		<u>\$9,320,886</u>	
Indirect Cost Rate (Includes FCCM)					<u>151.97%</u>	

*Shea, Carr & Jewell, Inc.
"Indirect Cost Rate still subject to WSDOT Audit"*

References

SCJ Adjustments:

Shea, Carr & Jewell, Inc. Indirect Cost Rate Audited by Stambaugh Ness, Inc.

- 1 31.203 Indirect costs - The Company does not bill for overtime premium costs incurred on billable projects. Adjustment to reclass overtime premium costs from direct labor to indirect labor.
- 2 31.201-2(a)(3) Determining allowability - Accounting for costs of another accounting period are unallowable.
- 3 31.205-6(f)(1)(ii) Compensation for personal services - Bonuses and incentive compensation are unallowable when the basis of the award is not supported.
- 4 31.201-6(a) Accounting for unallowable costs - When an unallowable cost is incurred, its directly associated costs are also unallowable.
- 5 31.205-14 Entertainment costs - Costs of amusement, diversions, social activities, and any directly associated costs such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable.
- 6 31.205-6(i)(1) Compensation for personal services -Any compensation which is calculated, or valued, based on changes in the price of corporate securities is unallowable.
- 7 31.205-1 (f) Public relations and advertising costs - Public relations and advertising costs designed to call favorable attention to the contractor and its activities are unallowable.
- 8 31.205-27(a)(2) Organization costs - All costs incurred in connection with planning or executing the organization or reorganization of the corporate structure of a business, including mergers and acquisitions, or raising capital are unallowable.
- 9 31.201-2(d) Determining allowability - Costs not supported with documentation are unallowable.
- 10 31.205-15 Fines, penalties, and mischarging costs - Costs of fines and penalties are unallowable.
- 11 31.205-8 Contributions or donations - Contributions or donations are unallowable.
- 12 31.205-49 Goodwill - Costs for amortization, expensing, write-off, or write-down of goodwill (however represented) are unallowable.
- 13 31.205-22(a)(1) Lobbying and political activity costs - Costs associated with attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activities are unallowable.
- 14 31.205-19(e)(2)(v) Insurance and indemnification - Costs of insurance on the lives of officers that does not represent additional compensation and the company is the beneficiary of the policy are unallowable.
- 15 31.205-20 Interest and other financial costs - Interest on borrowings (however represented) are unallowable.
- 16 31.201-3(b)(1) Determining reasonableness - Costs generally not recognized as ordinary and necessary for the conduct of business are unallowable.
- 17 31.205-46(a)(2) Travel costs - Lodging, meals, and incidental expenses that exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations are unallowable.
- 18 31.202 Direct costs - Direct costs of the contract shall be charged directly to the contract. The Company records its direct in-house cost recovery for its fleet vehicles as an offset to overhead travel. This adjustment reclasses the direct in-house

Shea, Carr & Jewell, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2021

recovery for schedule presentation purposes.

- 19 31.201-5 Credits - The applicable portion of any income, rebate, allowance, or other credit relating to any allowable cost and received by or accruing to the contractor shall be credited to the Government either as a cost reduction or by cash refund.

WSDOT Adjustments:

20 PPP forgiveness credit per (\$905,469) 48 CFR 31.201-5:	
Direct FAR Labor	\$141,920
Indirect Labor	<u>\$763,549</u>
Total credit to the ICR for the forgiven loan	\$905,469

**The firm received forgiveness of \$1,827,660 in loans from the Paycheck Protection Program. Of the forgiven amount, \$922,191 was determined to be unallocable to government contracts per 48 CFR 31.201-4.*



EXHIBIT F-1
Payment Upon Termination of Agreement
by the Agency Other than for Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.



EXHIBIT G-1 Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

Topographic Survey, Right of Way mapping

Cultural Resource Survey



April 4, 2023

David Allen P.E.
SCJ alliance
25 N. Wenatchee Avenue, Suite 238
Wenatchee, WA 98801
RE: Red Apple Road Topography Survey

Dave,

Thank you for the opportunity to submit this proposal to provide survey services for the Red Apple Road improvements in Wenatchee, Washington.

SCOPE OF SERVICES

- *Per the attached scope and exhibit.*

FEES AND FEE SCHEDULE

Northwest GeoDimensions proposes to provide the preceding Scope of Services for a fixed fee of \$12,000.00.

DIRECT PROJECT EXPENSES

Items such as Transportation Impact Studies, Geologic Hazards Assessments, Stream Typing, Application, Title Reports, and Civil Engineering etc. are in addition to and not included in the above quoted fee and shall be paid directly by the owner.

Any surveying services which require duplicated efforts beyond our control, or are beyond the scope of work outlined above, shall be considered as Additional Services, and billed on a time and materials basis.

Sincerely,

Northwest GeoDimensions Inc.

A handwritten signature in black ink that reads "Norman Nelson". The signature is written in a cursive, flowing style.

Norman Nelson, P.L.S

President



April 7, 2023

Mr. Dave Allen, PE
SCJ Alliance
25 N Wenatchee Ave, Suite 238
Wenatchee, WA 98801

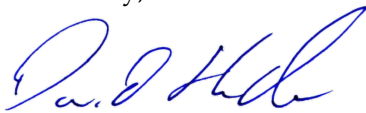
Dear Dave,

Thank you for requesting a proposal from Plateau CRM for cultural resource survey of the City of Wenatchee, Red Apple Road, Vista Place to Miller Street Project in Chelan County. Attached is a confidential project price proposal that allows for 100% survey coverage and limited subsurface probing of the project area at locations that are suitable based on ground conditions and utility locations.

Once this agreement is executed, we will start the background review and will prepare for fieldwork. If there will be any geotechnical work or utility potholing on this project, we would appreciate the opportunity to coordinate our schedule with that work.

Feel free to contact me if you have any additional questions.

Sincerely,



David Harder

Enclosure: Project Price Proposal

PROJECT PRICE PROPOSAL

By
Plateau Archaeological Investigations, LLC
dba Plateau CRM
P.O. Box 714, Pullman, Washington 99163

To: SCJ Alliance

Project: City of Wenatchee, Red Apple Road, Vista Place to Miller Street Project
Cultural Resource Survey, Chelan County, Washington

Date: April 7, 2023

Price: \$5,365.00

Signatures:

Mr. Dave Allen, PE
SCJ Alliance
Date



David A. Harder, Vice President
Plateau CRM
April 7, 2023
Date

City of Wenatchee, Red Apple Road, Vista Place to Miller Street Project Cultural Resource
Survey Price Proposal

The City of Wenatchee has secured TIB funding to assist with the construction of pedestrian and bicycle facilities along a 1,850 foot (564 meters) stretch of Red Apple Road. The access will help with safety for Wenatchee High School, the Central Washington Hospital, and new developments that are being constructed in the area. The street will be reconfigured with parking on both sides, a bike lane, raised curb, increased lighting, and sidewalk on both sides. The project area covers approximately 3.8 acres and lies along the boundary of Sections 09 and 16 of Township 22 North, Range 20 East, Willamette Meridian. Please review the attached map to verify the project location.

The Washington State Transportation Improvement Board (TIB) is helping fund this transportation project through an Urban Arterial Program (UAP) grant. The TIB is an independent state agency that distributes and manages street construction and maintenance grants with revenue generated by the statewide gas tax. Since this project is funded by state funds, the project proponent must meet the requirements of Executive Order 21-02 and consider the potential impacts to historic properties prior to project execution.

If any cultural resources are identified through the study, Plateau CRM will utilize a risk management strategy in the field that will seek to determine the horizontal and vertical limits within the project area and identify any potential effects. Plateau CRM will then utilize the professional and timely identification of any known or previously unrecorded cultural resources and then recommend viable management strategies or actions, thus, satisfying regulatory oversight and helping reduce the impact and the risk of found artifacts upon a project's timeline and approval process.

This cultural resource investigation will include a review of the Washington Information System for Architectural and Archaeological Records Data (WISAARD) database maintained by the Department of Archaeology and Historic Preservation (DAHP) in Olympia, a background literature review, informal contact with the interested tribe(s), a pedestrian ground survey, and the preparation of a report. The fieldwork will be completed in a manner consistent with RCW 27.53.030 and will include inspection techniques to identify both surface and subsurface archaeological resources. The proper field methods will be completed, at the archaeologist's discretion, depending upon information obtained during the background review and fieldwork. An unmanned aerial vehicle may be deployed for project mapping. Subsurface inspections could involve shovel excavations, or mechanical auger excavations, and screening of the fill to identify the nature and extent of any potential archaeological resources.

City of Wenatchee, Red Apple Road, Vista Place to Miller Street Project Cultural Resource
Survey Price Proposal

- 1 This agreement is for a cultural resource investigation of the areas to be impacted during the proposed City of Wenatchee, Red Apple Road, Vista Place to Miller Street Project, Chelan County, Washington. The purpose of the investigation is to identify any cultural resources which may be adversely affected by the project.
 - 1.1 The area of potential effect to be investigated is the physical location of the proposed disturbances required by the project.
- 2 Plateau CRM will conduct the cultural resource survey.
- 3 This project will consist of a background search, field investigation of the project area to identify any cultural resources, research of public documents to help identify potential traditional cultural properties, and preparation of a report.
 - 3.1 The report will include an inadvertent discovery plan to meet the anticipated requirements of the TIB and the DAHP.
 - 3.2 This proposal does not include interviewing tribal elders to help identify possible Traditional Cultural Properties.
- 4 If cultural resources are located during this project, further work, investigation, or analysis may be required to evaluate whether the resource(s) is/are eligible for inclusion on the National Register of Historic Places; this survey could result in a recommendation for professional archaeological monitoring during excavation activities at project execution or other additional work; any such additional work, investigation, evaluation, or analysis is not included in this price proposal.
 - 4.1 This proposal does not include the inventory or formal National Register of Historic Places (NRHP) evaluation of any buildings, bridges, or other structures near the project area whose evaluation may be requested by interested or other parties.
- 5 An email describing the findings of the field investigation will be sent to Mr. Dave Allen, PE of SCJ Alliance within five working days of completion of the field work. The correspondence will include preliminary recommendations regarding project monitoring or any other suggestions for additional work.
 - 5.1 An electronic draft copy of the report in Portable Document Format (PDF) will be provided to SCJ Alliance within twenty working days of completion of the field work.
 - 5.2 Any review and comment upon the draft report will be provided to Plateau CRM within thirty days of receiving the draft report.
 - 5.3 Plateau CRM will upload the final report to the DAHP's WISAARD portal and provide contact information to request a review of the documentation. Since the submittal process varies by funding and permitting agency, Plateau CRM will assist with submissions and verify that the reports are submitted with all appropriate cover sheets and/or exhibits.

City of Wenatchee, Red Apple Road, Vista Place to Miller Street Project Cultural Resource
Survey Price Proposal

- 6 SCJ Alliance agrees to provide any of the following that are available or possible:
 - 6.1 All available correspondence related to cultural resources from or to the funding or permitting agency, DAHP, or any other interested parties.
 - 6.2 The most current set of project plans, preferably in an electronic format.
 - 6.3 Geographic Information System (GIS) data for the project.
 - 6.4 Inclusion of Plateau CRM's logo on the construction sign for the project.

City of Wenatchee, Red Apple Road, Vista Place to Miller Street Project Cultural Resource
Survey Price Proposal



Aerial map showing the City of Wenatchee, Red Apple Road, Vista Place to Miller Street Project.



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Brad Posenjak, Finance Director
Finance Department

MEETING DATE: May 11, 2023

I. SUBJECT

Ordinance 2023-06 – amendments to the 2023 budget.

II. ACTION REQUESTED

Staff recommends the City Council approve Ordinance 2023-06 amending the 2023 Budget as adopted by Ordinance No. 2022-28, to revoke, recall or decrease all or a portion of total appropriations provided, and entering findings that this Ordinance is in the best interest of the City.

III. OVERVIEW

When the 2023 budget was adopted in November 2022, several projects and budget needs were not anticipated. Each of these budget requests were brought to Finance Committee by City Staff and discussed in detail. The budget amendment will provide the necessary legal authority to complete projects and provide resources already approved by the Finance Committee. A brief summary of each budget amendment is provided on the following page.

The budget amendment ordinance must be passed by at least a majority plus one vote of the City Council.

IV. FISCAL IMPACT

This budget amendment ensures several funds of the City do not exceed original budget appropriations, as required by law. These amendments have been reviewed by Finance Committee.

VI. REFERENCES

1. 1st Half Budget Amendments - Summary
2. Ordinance 2023-06
3. Ordinance 2023-06, Exhibit "A"

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Laura Gloria, Executive Services Director

1nd Half Budget Amendments - Summary

Purpose	Fund	Amount	F.C. Date
Rotary Pickleball Courts	001	99,000	12/8/2022
Safe Park 2 Property Purchase	001	800,000	1/12/2023
	117	475,000	
Facilities Interfund Premium Allocation	001	(69,810)	1/12/2023
	108	81,920	
	108	8,770	
	401	37,240	
	405	28,760	
	410	19,550	
	415	6,280	
	430	27,560	
	501	19,780	
	505	19,990	
	504	50,000	
Red Apple Road Project 2315	109	222,230	1/12/2023
	410	12,380	
McKittrick Project 0623	109	452,510	1/12/2023
N. Wenatchee Ave. Project 1615	109	285,310	1/12/2023
Aquatic Center Study	001	40,000	1/12/2023
2023 Pavement Preservation	001	500,000	1/27/2023
	111	1,500,000	
TPA Advertising	104	37,300	1/27/2023
Common Ground Funding Request	001	20,000	2/9/2023
Convention Center Design Contract	106	267,600	2/9/2023
	312	267,600	
New City Hall Remodel Close-out	308	375,000	3/9/2023
Janitorial and Engineering Services	504	290,000	3/9/2023
Condo Association - Lights & Enclosure	504	493,000	3/9/2023
Walla Walla Stormwater Retrofit Proj 2008	111	791,700	3/9/2023
2022 Pavement Preservation Proj 2110	111	254,500	3/9/2023
Police Supplies from Dedicated Funds	001	28,100	3/23/2023
TREAD Support	001	20,000	3/23/2023
N. Wenatchee Ave. Art Banners	101	30,000	4/13/2023
City Hall Security	001	75,000	4/27/2023
Replace Parks van provided to WRM	001	20,000	4/27/2023
LRF/Pybus Parking Lot	307	300,000	5/11/2023
		7,886,270	

ORDINANCE NO. 2023-06

AN ORDINANCE, of the City of Wenatchee, Washington, amending the 2023 Budget as adopted by Ordinance No. 2022-28, to revoke, recall or decrease all or a portion of total appropriations provided, and entering findings that this Ordinance is in the best interest of the City.

WHEREAS, the City Council previously adopted the 2023 Budget, which is set forth in Ordinance No. 2022-28; and

WHEREAS, RCW 35A.33.120 provides that the City Council may amend the budget that was previously adopted by adopting a subsequent Ordinance that amends the budget; and

WHEREAS, the City has identified changes in revenues and appropriations that could not have reasonably been foreseen at the time of the passage of the 2023 Budget thereby necessitating a revision to the 2023 Budget; and

WHEREAS, the City Council desires to amend the 2023 Budget as set forth in this Ordinance.

THE CITY COUNCIL OF THE CITY OF WENATCHEE DO
ORDAIN as follows:

SECTION I

The City Council finds that the 2023 Budget, as adopted by Ordinance No. 2022-28, needs to be amended so as to balance the budget and to appropriate funds to maintain the public peace, safety and welfare.

SECTION II

Ordinance No. 2022-28 is hereby amended by decreasing, revoking or recalling all or a portion of total appropriations and re-appropriating for another purpose or purposes, without limitation to department, division or fund, the use of such monies as is set forth on Exhibit "A" attached hereto and incorporated herein by reference.

SECTION III

The Finance Director is hereby authorized and directed to do the necessary line item adjustments in the 2023 Budget consistent with the provisions of this Ordinance.

SECTION IV

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

SECTION V

Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this Ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules or regulations; or ordinance numbering and section/subsection numbering.

SECTION VI

This Ordinance is not subject to referendum as provided by law and shall be in full force five (5) days after this Ordinance or a summary hereof consisting of the title is published in the official newspaper of the City.

**PASSED BY AT LEAST A MAJORITY PLUS ONE VOTE OF THE
CITY COUNCIL OF THE CITY OF WENATCHEE** at a regular meeting thereof this 11th day
of May 2023.

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY McCORD, City Clerk

APPROVED AS TO FORM:

By: _____
DANIELLE R. MARCHANT, City Attorney

Exhibit A
Ordinance 2023-06

Fund Title	Fund No.	Beginning Fund Balance	Revenue			Appropriations			Ending Fund Balance
			Initial Budget	Ordinance 2023-06	Total Revenue	Initial Budget	Ordinance 2023-06	Total Approp.	
General	001	15,000,000	31,717,800	26,800	31,744,600	35,296,650	1,532,290	36,828,940	9,915,660
Rainy Day	005	1,615,000	12,000	-	12,000	-	-	-	1,627,000
Public Arts	101	-	32,000	-	32,000	4,000	30,000	34,000	(2,000)
PFD .2% Sales Tax	102	-	3,000,000	-	3,000,000	3,000,000	-	3,000,000	-
Paths and Trails	103	4,000	3,100	-	3,100	3,000	-	3,000	4,100
Tourism Promotion Area	104	450,000	583,150	20,000	603,150	580,670	37,300	617,970	435,180
Hotel/Motel Tax - Capital Outlay	105	-	430,000	-	430,000	430,000	-	430,000	-
Convention Center	106	350,000	1,773,000	-	1,773,000	1,640,370	267,600	1,907,970	215,030
Hotel/Motel - Tourism	107	300,000	863,000	-	863,000	779,320	-	779,320	383,680
Street Maintenance	108	1,700,000	3,453,500	100,000	3,553,500	4,099,810	90,690	4,190,500	1,063,000
Arterial Streets	109	500,000	6,380,080	837,520	7,217,600	6,753,760	960,050	7,713,810	3,790
LEOFF 1 Long-Term Care	110	235,000	203,000	-	203,000	267,000	-	267,000	171,000
Street Overlay	111	968,500	2,135,000	500,000	2,635,000	1,598,500	2,546,200	4,144,700	(541,200)
Impact Fees	112	270,000	102,000	-	102,000	200,000	-	200,000	172,000
Low Income Housing	113	200,000	86,500	-	86,500	92,640	-	92,640	193,860
Community Center	114	50,000	39,890	-	39,890	26,400	-	26,400	63,490
CDBG Entitlement	115	195,980	391,610	-	391,610	587,590	-	587,590	-
LEOFF 1 Retiree Health Insurance	116	400,000	303,000	-	303,000	303,000	-	303,000	400,000
Homeless Housing	117	1,500,000	2,486,190	-	2,486,190	2,732,410	475,000	3,207,410	778,780
Abatement	118	130,000	31,000	-	31,000	75,000	-	75,000	86,000
ARP Recovery	120	1,000,000	-	-	-	1,000,000	-	1,000,000	-
Councilmanic LTGO Bonds	205	30,000	1,750,300	-	1,750,300	1,748,650	-	1,748,650	31,650
REET Capital Projects	301	800,000	727,000	-	727,000	720,450	-	720,450	806,550
Parks & Recreation Capital Projects	302	500,000	3,098,500	-	3,098,500	3,131,500	-	3,131,500	467,000
Economic Development Projects	304	(6,000,000)	2,190,200	-	2,190,200	3,734,770	-	3,734,770	(7,544,570)
General Capital Projects	306	-	3,978,000	-	3,978,000	3,978,000	-	3,978,000	-
Local Revitalization Financing	307	3,000,000	625,000	-	625,000	2,843,400	300,000	3,143,400	481,600
New City Hall Remodel	308	375,000	-	-	-	-	375,000	375,000	-
Foothills Streets	309	630,000	-	-	-	-	-	-	630,000
INFRA Grant	310	-	10,798,260	-	10,798,260	10,798,260	-	10,798,260	-
Convention Center Capital Projects	312	-	766,000	267,600	1,033,600	766,000	267,600	1,033,600	-
Water Utility	401	2,700,000	9,054,350	-	9,054,350	9,491,360	37,240	9,528,600	2,225,750
Sewer Utility	405	10,000,000	21,365,340	-	21,365,340	28,139,650	28,760	28,168,410	3,196,930
Storm Drain Utility	410	5,500,000	5,079,500	-	5,079,500	8,071,700	31,930	8,103,630	2,475,870
Regional Water	415	5,800,000	2,247,070	-	2,247,070	1,274,220	6,280	1,280,500	6,766,570
Cemetery	430	350,000	422,600	30,000	452,600	529,260	27,560	556,820	245,780
Equipment Rental O&M	501	700,000	1,199,260	-	1,199,260	1,374,500	19,780	1,394,280	504,980
Self Insurance	502	1,700,000	984,000	-	984,000	1,110,000	-	1,110,000	1,574,000
Equipment Rental Replacement	503	3,300,000	1,048,270	-	1,048,270	929,260	-	929,260	3,419,010
Facilities Maintenance	504	100,000	2,043,100	858,700	2,901,800	2,042,150	833,000	2,875,150	126,650
Information Systems	505	275,000	1,662,560	-	1,662,560	1,709,990	19,990	1,729,980	207,580
Cemetery Endowment	610	1,300,000	29,000	-	29,000	-	-	-	1,329,000
Firemen's Pension	611	1,150,000	38,500	-	38,500	138,000	-	138,000	1,050,500
		57,078,480	123,132,630	2,640,620	125,773,250	142,001,240	7,886,270	149,887,510	32,964,220

TO: Frank Kuntz, Mayor
City Council

FROM: Glen DeVries, Community Development Director
Stephen Neuenschwander, Planning Manager

SUBJECT: Historic Preservation Board Member Appointments – Blythe Kelly

DATE: May 4, 2023

MEETING DATE: May 11, 2023

I. OVERVIEW

The Historic Preservation Board currently has two vacant positions. The City reviewed one application from an interested candidate. An application from Blythe Kelly, received on November 23, 2022.

In accordance with the City of Wenatchee Historic Preservation Ordinance, the Historic Preservation Board consists of 7 members appointed by a majority of the Wenatchee City Council. Board members must:

- be residents of the greater Wenatchee area, and
- have a demonstrated interest and competence in historic preservation and possess qualities of impartiality & broad judgment.

The board discussed the application at their regular meeting on May 5, 2021. Board members agreed that the candidate would serve the board well and recommends her appointment. It was determined that Kelly would fill the oldest vacancy with a term expiring December 31, 2024.

II. ACTION REQUESTED

Staff and the Historic Preservation Board recommend the City Council pass Resolution Nos. 2023-11 respectively, designating one voting representative:

- Blythe Kelly for a term ending December 31, 2024, and

III. FISCAL IMPACT Submitted to the Finance Committee: No

None, the Historic Preservation Board is made up of volunteer members.

IV. REFERENCE(S)

1. Resolution 2023-11
2. Blythe Kelly Board Application

V. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk

RESOLUTION NO. 2023-11

A RESOLUTION, of the City of Wenatchee, Washington, appointing one voting representative to the Wenatchee Historic Preservation Board to fill a vacant term expiring December 31, 2024.

WHEREAS, the City of Wenatchee has created the Wenatchee Historic Preservation Board (“Board”); and

WHEREAS, a vacancy exists on the Board; and

WHEREAS, Blythe Kelly has expressed a desire to be appointed to the Board; and

WHEREAS, at the regular meeting of the Board held on May 3, 2023, the Board Members reviewed and passed unanimously a motion to forward a recommendation to City Council to appoint Blythe Kelly to the vacant position on the Board; and

WHEREAS, Blythe Kelly will bring valuable experience to the Board.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WENATCHEE HEREBY RESOLVES AS FOLLOWS:

Section 1. Appointment. The City Council makes the following appointment to the Wenatchee Historic Preservation Board a with a term as stated below:

NAME & ADDRESS

Blythe Kelly
519 Douglas Street
Wenatchee, WA 98801

TERM BEGINS

May 12, 2023

TERM EXPIRES

December 31, 2024

Section 2. Effective Date. This Resolution shall take effect upon adoption.

ADOPTED by the City Council of the City of Wenatchee, Washington, this 11th day of May, 2023.

CITY OF WENATCHEE,
a Municipal Corporation

By: _____
FRANK KUTNZ, Mayor

ATTEST:

By: _____
TAMMY McCORD, City Clerk

APPROVED AS TO FORM:

By: _____
DANIELLE R. MARCHANT, City Attorney



VOLUNTEER COMMISSION/BOARD APPLICATION

COMMISSION/BOARD INFORMATION

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

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

APPLICANT INFORMATION

City of Wenatchee Resident Yes No

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

Last Name: _____ First Name: _____ Initial: _____

Physical Address: _____ City: _____ Zip: _____

Mailing Address: _____ City: _____ Zip: _____

Day Phone: _____ Evening Phone: _____

E-mail: _____ Years lived in Wenatchee Valley: _____

Occupation: _____ Years of Experience: _____

Work Address: _____ City: _____ Zip: _____

Education and Formal Training: _____

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

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

Volunteer/Community Experience:

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Skills/Special Interests: _____

Experience related to the Commission/Board: _____

Why are you seeking this appointment? _____

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

If yes, please explain: _____

REFERENCES

Name: _____

Address: _____ City: _____ Zip: _____

Phone: _____ Email: _____

Occupation: _____ Years known: _____

Name: _____

Address: _____ City: _____ Zip: _____

Phone: _____ Email: _____

Occupation: _____ Years known: _____

Name: _____

Address: _____ City: _____ Zip: _____

Phone: _____ Email: _____

Occupation: _____ Years known: _____

AFFIDAVIT OF APPLICANT

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

Blythe Kelly

(Signature)

Date: _____



Volunteer Board, Commission and Committee Responsibilities

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

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

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

Signed: _____ Date: _____