



WENATCHEE CITY COUNCIL SPECIAL MEETING

Thursday, December 7, 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."

4:00 p.m. Special Meeting

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

2. Citizen Requests/Comments

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

3. Consent Items

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

Vouchers:

Claim checks #209976 through #210050 in the amount of \$1,401,321.54 for November 16, 2023
Claim check #210052 in the amount of \$4,811.46 for November 16, 2023
Payroll distribution in the amount of \$449,595.00 for November 20, 2023
Claim checks #210053 through #210071 in the amount of \$34,746.65 for November 21, 2023
Claim checks #210072 through #210131 in the amount of \$917,586.69 for November 22, 2023
Wires #1607 and #1608 in the amount of \$68,981.55 for November 27, 2023
Payroll distribution in the amount of \$3,329.12 for November 30, 2023
Claim checks #210132 through #210198 in the amount of \$1,202,407.89 for November 30, 2023
Payroll distribution in the amount of \$616,389.08 for December 5, 2023

4. Presentation

- Mayor Frank Kuntz Recognition
- Councilmember Mark Kulaas Recognition and Service Award

5. Action Items

- A.** Interagency Agreement between the Washington Traffic Safety Commission and the City of Wenatchee for the purpose of starting a Police Department Traffic Safety Unit
Presented by Police Chief Steve Crown

Action Requested: Motion for City Council to approve the interagency agreement with the Washington Traffic Safety Commission and authorize the City Administrator's signature.

- B. 2023-2025 Biennial Stormwater Capacity Grant**
Presented by Deputy Public Works Director-Utilities Jessica Shaw
Action Requested: *Motion requested for the City Council to approve the 2023-2025 Biennial Stormwater Capacity Grant agreement with the Washington State Department of Ecology and authorize the City Administrator's signature for this Grant and any other amendments to this Grant.*
- C. Budget amendment and contract award for City Project No. 2321 – WA State Department of Enterprise Services Tenant Improvement**
Presented by Facilities Manager Elisa Schafer
Action Requested: *Motion requested for City Council to approve the revised Capital Project Budget and authorize the City Administrator to execute the contract with Halme Builders, Inc. for the WA State Department of Enterprise Service Tenant Improvement, City Project No. 2321.*
- D. Reappointment of members to the Planning Commission, Historic Preservation Board and Code Enforcement Board**
Presented by Planning Manager Stephen Neuenschwander
Action Requested: *Motion for City Council to approve Resolution No. 2023-31 reappointing three voting members to the Planning Commission (Josh Jorgensen, Rani Sampson, and Ruby Gaston); Resolution No. 2023-32, reappointing one voting member to the Historic Preservation Board (Mark Seman); and Resolution No. 2023-33, reappointing one voting member to the Code Enforcement Board (Emilka Furmanczyk).*
- E. Amendment 1 to Purchase and Sale Agreement between City of Wenatchee and Washington Department State of Transportation regarding North Wenatchee Avenue Parcel B**
Presented by City Administrator Laura Gloria
Action Requested: *Motion for the City Council to approve Amendment 1 to the Purchase and Sale Agreement between the City of Wenatchee and WSDOT and authorize the City Administrator's signature.*

6. Public Hearing Items

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

- F. Proposed amendments to Titles 10 and 11 of the Wenatchee City Code, the City of Wenatchee Capital Facilities Plan, the Wenatchee Urban Area Comprehensive Plan, and the Official Zoning Map including zone change applications under file numbers CPRZ-23-01 and CPRZ-23-02**
Presented by Senior Planner Matt Parsons

Action Requested: Motion for City Council to approve and adopt the following:

- (1) Ordinance 2023-25, amending Wenatchee City Code Title 10 Zoning;
- (2) Ordinance 2023-26, amending Wenatchee City Code Chapter 11.04 Subdivision General Provisions;
- (3) Ordinance 2023-27, amending the official zoning map of the City of Wenatchee;
- (4) Resolution 2023-34, amending and restating the City of Wenatchee Capital Facilities Plan;
- (5) Resolution 2023-35, amending the Wenatchee Urban Area Comprehensive Plan Land Use Map; and
- (6) Resolution 2023-36, amending the Wenatchee Urban Area Comprehensive Plan.

7. Reports

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

8. Announcements

9. 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).



DRAFT

WENATCHEE CITY COUNCIL
Thursday, November 9, 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 5 Mark Kulaas; Councilmember At-Large "A" Linda Herald; Councilmember At-Large "B" Keith Huffaker

Staff Present: City Administrator Laura Gloria; City Clerk Tammy McCord; City Attorney Danielle Marchant; IS Support Zach Steele; Human Resources Director Kari Page; Senior Engineer-Utilities Jeremy Hoover; Utility Planner Darci Mattioda; Facilities Manager Elisa Schafer; Storm/Sewer Collections Supervisor Adam Nealy; Community Development Director Glen DeVries; Finance Director Brad Posenjak; Public Works Director Rob Jammerman; Police Chief Steve Crown; Parks, Recreation & Cultural Services Director David Erickson; Deputy Public Works Director-Utilities Jessica Shaw

4:45 p.m. Executive Session. The Mayor called the meeting to order at 4:45 p.m. for the purpose of meeting in Executive Session for the following:

Executive session to consider the minimum price at which real estate will be offered for sale when public knowledge regarding such consideration would cause a likelihood of decreased price (RCW 42.30.110(1)(c)).

Motion by Councilmember Keith Huffaker for City Council to convene in executive session for a time period not to exceed 5:05 p.m., with legal counsel present, to consider the minimum price at which real estate will be offered for sale when public knowledge regarding such consideration would cause a likelihood of decreased price (RCW 42.30.110(1)(c)). Councilmember Mark Kulaas seconded the motion. Motion carried (6-0).

Council adjourned from executive session at 5:02 p.m.

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. Local Girl Scouts led the Pledge of Allegiance. Girl Scout Regional Director Bryan Newberry said a few words about the “Month of the Girl.” The excused absence of Councilmember Travis Hornby was noted for the record.

2. Citizen Requests/Comments

- (1) Bryan Campbell, 1837 Jefferson, Wenatchee, read a letter to the Mayor and Council regarding his concerns with some recent code changes, and other concerns he has.
- (2) Craig Day, 600 Riverside Drive, Wenatchee, addressed the Council with his concerns about the election.
- (3) James McLaughlin, 2020 Center Court, addressed his concerns regarding an investigation, and additional matters.
- (4) Denise McBurney, 930 Wheeler Road, Wenatchee, addressed the Council concerning her missing son and programs to help them through the difficult time.

3. Consent Items

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

Vouchers:

Wires #1603 through #1606 in the amount of \$74,179.93 for October 25, 2023
Claim checks #209700 through #209792 in the amount of \$1,237,981.84 for October 26, 2023
Claim checks #209793 through #209794 in the amount of \$47,277.56 for October 26, 2023
Benefits/Deductions in the amount of \$1,036,885.01 for October 31, 2023
Claim checks #209808 through #209816 in the amount of \$9,269.86 for October 31, 2023
Claim checks #209817 through #209879 in the amount of \$2,437,623.75 for November 2, 2023
Claim check #209880 in the amount of \$5,949.90 for November 2, 2023
Payroll distribution in the amount of \$606,635.35 for November 3, 2023
Payroll distribution in the amount of \$5,894.10 for November 3, 2023

- *Motion to approve Resolution No. 2023-30, declaring certain personal property surplus to the needs of the City of Wenatchee and authorizing the Public Works Department to dispose of the personal property identified herein.*

Motion by Councilmember Mark Kulaas to approve agenda, vouchers, and minutes from previous meetings. Motion to approve Resolution No. 2023-30, declaring certain personal property surplus to the needs of the City of Wenatchee and authorizing the Public Works Department to dispose of the personal property identified herein. Councilmember Top Rojanasthien seconded the motion. Motion carried (6-0).

4. Presentation

- Veterans Day Proclamation read by Councilmember Linda Herald and presented to Dan Heimbecker who said a few words about the Veterans Day Parade.
- Wenatchee Valley Chamber of Commerce Annual Report – Steve Wilkinson and Ashley Sinner provided an update.

5. Action Items

A. 2024 Temporary Worker Positions and Pay Ranges

Human Resources Director Kari Page presented the staff report.

Motion by Councilmember Linda Herald for City Council to adopt Ordinance 2023-24 establishing pay ranges for temporary workers for the 2024 calendar year, and repealing Ordinance No. 2022-38. Councilmember Jose Cuevas seconded the motion. Motion carried (6-0).

B. 2024 Management and Administrative Group Classifications and Compensation

Human Resources Director Kari Page presented the staff report and provided an updated Exhibit A.

Motion by Councilmember Mark Kulaas for City Council to adopt Ordinance No. 2023-20, establishing positions for regular status employment within the City of Wenatchee Management/Administrative Group, fixing the compensation to be paid for the 2024 calendar year, and repealing Ordinance No. 2022-37, noting the revised schedule that was provided which revises the Principal Planner from MA13 to MA12. Councilmember Keith Huffaker seconded the motion. Motion carried (6-0).

C. AC Water Main Replacement Projects – City Project No. 1918 - Authorization to Award Construction Contract to HCON, Inc.

Senior Engineer-Utilities Jeremy Hoover presented the staff report.

Motion by Councilmember Top Rojanasthien for City Council to award the contract for construction of the AC Water Main Replacement Projects – City Project No. 1918 to HCON, Inc., and authorize the City Administrator to sign the construction contract on behalf of the City. Councilmember Linda Herald seconded the motion. Motion carried (6-0).

D. City Project No. 2107 – Broadview Improvements

Authorization to Award Construction Contract to Strider Construction Co. Inc.

Utility Planner Darci Mattioda presented the staff report.

Motion by Councilmember Keith Huffaker for City Council to award the construction contract for the Broadview Improvements Project, City Project No. 2107, to the lowest responsive bidder and authorize the City Administrator to sign the contract documents. Councilmember Mark Kulaas seconded the motion. Motion carried (6-0).

E. Ninth Street Stormwater Construction Funding with the Department of Ecology

Utility Planner Darci Mattioda presented the staff report. Council asked questions.

Motion by Councilmember Mark Kulaas for City Council to pass Resolution No. 2023-28 to negotiate a funding agreement with the State of Washington Department of Ecology for City Project No. 2101 and authorize the City Administrator to sign the agreement. Councilmember Keith Huffaker seconded the motion. Motion carried (6-0).

F. Small Works City Project No. SW 23-03 – CIPP Project

Authorization to Award Construction Contract to Allied Trenchless Co. LLC

Storm/Sewer Collections Supervisor Adam Nealy presented the staff report. Council asked questions and commented.

Motion by Councilmember Mike Poirier for City Council to award the Small Works Project for Sewer and Storm CIPP Liner Project No. SW23-03, to the lowest responsive bidder and authorize the City Administrator to sign the contract documents. Councilmember Linda Herald seconded the motion. Motion carried (6-0).

G. Multi-Family Tax Exemption Agreement with Grandview's Riverfront Village LLC

Community Development Director Glen DeVries presented the staff report.

Motion by Councilmember Top Rojanasthien for City Council to adopt Resolution 2023-29 authorizing the execution of an 8-year Multi-Family Housing Limited Property Tax Exemption Agreement with Grandview's Riverfront Village LLC. Councilmember Jose Cuevas seconded the motion. Motion carried (6-0).

At 6:18 p.m. the Mayor called for a 5-minute recess. The meeting resumed at 8:23 p.m.

H. Delegation Bond Ordinance for Convention Center Renovation

Facilities Manager Elisa Schafer and Finance Director Brad Posenjak presented the staff report and Power Point presentation. Councilmember Linda Herald recused herself due to a conflict of interest.

Motion by Top Rojanasthien requested for the City Council adopt Ordinance #2023-18, providing for the issuance and sale of one or more series of limited tax general obligation bonds in the aggregate principal amount of not to exceed \$16,400,000 to finance the design, development, purchase, construction, equipping and furnishing of renovations, expansions and improvements to the City Convention Center, and to pay costs of issuance of the bonds; delegating authority to approve the sale and final terms of the bonds; and

providing for other matters relating thereto. Councilmember Mike Poirier seconded the motion. Motion carried (5-0) (Herald conflict).

6. Public Hearing Items. The Mayor explained the public hearing procedures.

I. 2024 Property Tax Ordinance

Finance Director Brad Posenjak presented the staff report.

The Mayor asked for public comment. There was none.

He then turned the public hearing back to the Council for additional comments and consideration. Councilmember Keith Huffaker commented.

Motion by Councilmember Mark Kulaas for City Council to adopt Ordinance No. 2023-19, authorizing an increase in the regular property tax levy to be collected in the 2024 tax year. Councilmember Linda Herald seconded the motion. Motion carried (5-1) (Huffaker nay).

7. Presentation

- Review Draft 2024 Budget. Finance Director Brad Posenjak presented the draft 2024 budget and Power Point presentation. Council asked questions.

8. Reports

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

- (1) There will be a special council meeting next Thursday. The next regular meeting is December 7, and will begin early at 4:00 p.m.
- (2) There was a "Reimagine Wenatchee" meeting held last week. There was a pre-meeting with the Wenatchee Downtown Association and 20-25 people attended. The consultant is putting together all the information gathered and preparing the draft master plan.
- (3) The annual employee breakfast was yesterday, and it was the largest turnout to-date.

b. Reports/New Business of Council Committees

Councilmember Mark Kulaas attended the Museum Board meeting yesterday, and they continue to work through the capital campaign. He also reported that the LEOFF 1 Disability Board met this week and they reviewed the City Code, the state law, and the current board composition, and will need to select a citizen representative to the board to be in compliance. There are approximately 12 members remaining in the area who can participate on the board.

Councilmember Jose Cuevas reported that he had a great time last week participating in the South Wenatchee Corridor Study with Fehr & Peers. Yesterday he attended the local Homeless Task Force meeting where they appointed two live representatives (one is an alternate). They also reviewed the bylaws, and have requested an ex-officio alternate.

Councilmember Top Rojanasthien reported that he attended the Wenatchee Downtown Association meeting yesterday where Police provided information to downtown business to help defer crime (additional lighting, consistent reporting, cameras). He also attended the NCW Tech Innovation Awards luncheon yesterday.

9. Announcements. None.

10. Close of Meeting. With no further business, the meeting closed at 7:05 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. McCord, City Clerk



WENATCHEE CITY COUNCIL SPECIAL MEETING

Thursday, November 16, 2023

Wenatchee City Hall Council Chambers
301 Yakima Street
Wenatchee, WA 98801

DRAFT

MINUTES

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

Present: Mayor Frank Kuntz; Councilmember Position 1 Jose Cuevas; Councilmember Position 2 Mike Poirier; Councilmember Position 3 Top Rojanasthien; Councilmember Position 4 Travis Hornby; Councilmember Position 5 Mark Kulaas; Councilmember At-Large "A" Linda Herald; Councilmember At-Large "B" Keith Huffaker

Staff Present: City Administrator Laura Gloria; City Clerk Tammy McCord; City Attorney Danielle Marchant; IS Support Tim McCord; Deputy Public Works Director-Utilities Jessica Shaw; Public Works Director Rob Jammerman; Finance Director Brad Posenjak; Parks, Recreation & Cultural Services Director David Erickson; Police Chief Steve Crown; Community Development Director Glen DeVries

5:15 p.m. Special Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call. Mayor Frank J. Kuntz called the special meeting to order at 5:15 p.m. Councilmember Travis Hornby led the Pledge of Allegiance. All Councilmembers were present with Councilmember Linda Herald participating via Microsoft Teams.

2. Citizen Requests/Comments

Craig Day, 600 Riverside Drive, Wenatchee, addressed the Council.

Bryan Campbell, 1837 Jefferson Street, Wenatchee, addressed the Council.

James McLaughlin, 2028 Center Court, Wenatchee, addressed the Council.

3. Consent Items:

- *Motion to approve agenda and vouchers.*

Vouchers

Claim checks #209881 through #209965 in the amount of \$1,207,514.41 for November 9, 2023

Claim checks #209966 through #209975 in the amount of \$8,234.58 for November 9, 2023

- *Motion for City Council to accept the work completed by the contractor, Matia Contractors, for the Pershing and Poplar Sewer Extension Project, City Project No. 2002, and authorize the City Administrator to sign the Final Contract Voucher on behalf of the City of Wenatchee.*

Motion by Councilmember Keith Huffaker to approve agenda and vouchers, and for City Council to accept the work completed by the contractor, Matia Contractors, for the Pershing and Poplar Sewer Extension Project, City Project No. 2002, and authorize the City Administrator to sign the Final Contract Voucher on behalf of the City of Wenatchee. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

4. Presentations

- Small Business Saturday Proclamation read by Councilmember Travis Hornby and presented to Rosa Pulido and Josh Tarr who said a few words about the great things happening in downtown.
- Diabetes Awareness Month Proclamation read by Councilmember Top Rojanasthien and presented to Matthew Heppner and the Type 1 Diabetes Support Group members, who thanked the Council for the proclamation and support.

5. Action Items

A. Wastewater Treatment Plant Biosolids Hauling & Beneficial Use Contract for Boulder Park

Deputy Public Works Director-Utilities Jessica Shaw presented the staff report.

Motion by Councilmember Top Rojanasthien for the City Council to approve the contract for Biosolids Beneficial Use Services at the Boulder Park Project and authorize the City Administrator to sign the contract document. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

B. Stormwater Rate Ordinance No. 2023-23

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

Motion by Councilmember Mike Poirier for City Council to adopt Ordinance No. 2023-23, amending section 9.16.060 "Service charge rates" of the Wenatchee City Code. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).

C. City of Wenatchee Project No. 2206 – Parkside Renovation Project Change Order No. 2

Public Works Director Rob Jammerman presented the staff report.

Motion by Councilmember Travis Hornby for City Council to approve the contract Change Order No. 2 with Rudnick and Sons LLC in the amount of \$140,922 and authorize the City Administrator's signature. Councilmember Top Rojanasthien seconded the motion. Motion carried (7-0).

D. 2023 Budget Amendment

Finance Director Brad Posenjak presented the staff report.

Motion by Councilmember Top Rojanasthien for City Council to adopt Ordinance No. 2023-21, amending the 2023 Budget as adopted by Ordinance No. 2022-28, as amended by Ordinance No. 2023-06, 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. Councilmember Mark Kulaas seconded the motion. Motion carried (7-0).

6. Public Hearing Items. The Mayor explained the public hearing process.

E. 2024 Budget Adoption Public Hearing

Finance Director Brad Posenjak presented the staff report.

The Mayor asked for public comment. There were two comments, as follows:

Craig Day said he was concerned about revenues.

James McLaughlin said he would like to see the budget focused on other things (homeless, youth, law enforcement).

The Mayor turned the hearing back to the Council for action.

Motion by Councilmember Mark Kulaas for City Council to adopt Ordinance No. 2023-22, adopting the Final Budget for the fiscal year ending December 31, 2024. Councilmember Top Rojanasthien seconded the motion. Motion carried (7-0).

7. Reports

a. Mayor's Report

City Administrator Laura Gloria provided the Mayor's report:

1. The Mayor, Council and staff attended a dinner with the Wenatchee Downtown Association on Tuesday evening.
2. GIS Day was held on Wednesday, and highlighted the good work of the city's GIS team.
3. She reminded everyone that the next meeting on December 7 will begin at 4:00 p.m.

b. Reports/New Business of Council Committees

1. Councilmember Keith Huffaker reported that the Chamber meeting times are being changed from 6:30 a.m. to 12:30 p.m.
2. Councilmember Mike Poirier reminded everyone that you can text 911 in an emergency.

8. Announcements. None.

9. Close of Meeting. With no further business, the meeting closed at 6:01 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. McCord, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Steve Crown, Police Chief
Police Department

MEETING DATE: December 7, 2023

I. SUBJECT

Interagency Agreement between the Washington Traffic Safety Commission (WTSC) and the City of Wenatchee for the purpose of starting a Police Department Traffic Safety Unit.

II. ACTION REQUESTED

Motion for the City Council to approve the interagency agreement with the Washington Traffic Safety Commission and authorize the City Administrator's signature.

III. OVERVIEW

If approved, the duration of this agreement will be January 1, 2024, through December 31, 2025, and will cover the salaries and benefits for two (2) officers and one-half (.5) sergeant assigned to the Traffic Safety Unit. The interagency agreement has defined areas of focus and performance measurements that members of the Wenatchee Police Department assigned to the Traffic Safety Unit will need to achieve during the duration of the agreement. The Washington Traffic Safety Commission agrees to reimburse the City of Wenatchee for salaries and benefits for two Patrol Officers (100%) and one Sergeant (50%).

IV. FISCAL IMPACT

The total value of this interagency agreement is \$881,392 for years 2024 through 2025, based on projected cost of living adjustments and salary estimates.

V. REFERENCE(S)

1. Agreement – 2024-FG5202-Wenatchee PD Dedicated Traffic Enforcement
2. Appendix A

VI. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Laura Gloria, City Administrator
Brad Posenjak, Finance Director
Danielle Marchant, Wenatchee City Attorney



INTERAGENCY AGREEMENT
BETWEEN THE
Washington Traffic Safety Commission
AND
City of Wenatchee

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and the City of Wenatchee, which performs traffic enforcement through the Wenatchee Police Department, hereinafter referred to as “SUB-RECIPIENT.”

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing/Catalog of Federal Domestic Assistance (CFDA) #20.600, for traffic safety grant project 2024-FG-5202-Wenatchee PD Dedicated Traffic Enforcement.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties or January 01, 2024, whichever is later, and remain in effect until December 31, 2025, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW). If the SUB-RECIPIENT is unable to fulfill the SOW in any manner on this project, the SUB-RECIPIENT must contact the WTSC program manager via email and/or phone call

immediately and discuss a potential amendment. All Federal and State regulations will apply.

3.1 SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

Located near the borders of Chelan and Douglas counties, Wenatchee is the major urban hub for Central Washington's population. Much of the area's employment and services are located within or near the city. It is also an area where much of the surrounding agriculture business bring their products for processing and distribution. The broader region is also a popular recreation area, bringing in travelers from all over the state. As such, Wenatchee has a significant amount of transient commuter traffic.

Between 2011-2020, the traffic fatality rate for Chelan and Douglas counties was 9.19 (per 100,000 population). This is almost a third greater than the statewide average of 6.97 during that same period. And in the years 2019-2022, there were 185 fatal and serious injury crashes in Chelan and Douglas counties, as reported by WSDOT. Top risk factors for this area include impaired driving, speeding, distracted driving, occupant protection, and heavy truck-involved collisions.

Like many police departments across the state, the SUB-RECIPIENT has been deploying law enforcement to provide basic services and has faced a critical staffing shortage over the past few years. This has limited their ability to conduct traffic enforcement in and around Wenatchee. Since 2018, WPD's calls for service have increased from 19,089 to 22,578 annually. Traffic stops over this same period have decreased from a high in 2019 of 5,177 to 2,881 in 2022. Traffic Collisions remain steady at approximately 1,600 to 1,700 per year.

Current patrol staffing and call volume are among the major limiting factors to the SUB-RECIPIENT's traffic enforcement-focused activities. As a result, traffic safety efforts are naturally restricted to collision responses and a lesser number of traffic stops. Patrol shifts have been running at minimum staffing levels for an extended period and have rarely been able to conduct emphasis patrols during regularly scheduled work hours beyond a single Officer targeting a specific behavior for a limited time. While the agency works special emphasis patrols sponsored by WTSC, these are worked on overtime and are very limited in the number of hours dedicated focused on addressing their traffic safety problem.

Activities funded by this grant will focus specifically on traffic enforcement, collision investigation, and outreach/education in the city of Wenatchee, as well as support the activities of regional emphasis patrols in Chelan and Douglas counties. The specific goal will be to reduce fatalities and serious injury collisions in this region of the State.

3.1.2 Project Purpose and Strategies

The four core goals of the project are:

1. Increase the hours of dedicated traffic enforcement.
2. Increase the number of enforcement actions.
3. Increase public education.
4. Increase the coordination of activities with engineering partners at the state and local levels.

At the beginning of the second quarter of Federal Fiscal Year (FFY)2024, two officers will be assigned to traffic duties as their primary assignment plus additional hours of a traffic sergeant.

Traffic Officers will be scheduled relative to high collision and DUI times, particularly Friday evenings when high risk behaviors, like street racing, are occurring.

Traffic Officers would be responsible for traffic collision investigation and emphasis patrols for collision prevention, distracted driving, and DUI enforcement. Based on the current local environment in Chelan and Douglas Counties, emphasis patrols for any purpose could be conducted regionally in conjunction with the East Wenatchee Police Department, Chelan and Douglas County Sheriff's Offices, and the Washington State Patrol. The region is very interconnected, with the City of Wenatchee bordering the City of East Wenatchee and Chelan and Douglas Counties at different points, making regional enforcement efforts highly valuable.

The Traffic Sergeant will supervise the Traffic Officers, and spend 25-50% of their hours in direct support of their assigned Traffic Officers

The primary work of the Traffic Unit will be traffic enforcement and collision investigation with an emphasis on coordination with the Washington State Patrol, Washington State Liquor and Cannabis Board, City of Wenatchee Engineering Department, public education, and Drug Recognition Experts.

The SUB-RECIPIENT operates a set of repositionable speed measuring devices in the form of trailers and pole-mounted systems. These systems are routinely deployed in response to citizen complaints to analyze driving behavior and also in conjunction with requests from the engineering department to assess whether there are possible engineering solutions to reported problems.

Monthly public education events will be aimed at a variety of populations including students at or near driving age, educators, employers, and any other group requesting presentations. Two key educational events currently offered by SUB-RECIPIENT that will be continued are Drug Impairment Training for the Education Professional (DITEP) and Employee/Employer Drug Impairment Training (EDIT). Currently, the SUB-RECIPIENT provides this training throughout the region on an as-requested basis with Patrol staff. The development of the Traffic Unit will allow for more frequent classes and educational events.

Another key public education element will focus on the 100 Deadly Days of Summer. SUB-RECIPIENT will create video clips from the Traffic Unit about driving safety and utilize our local theaters' pre-movie advertising time to push out these traffic safety messages. These costs would also be borne by the SUB-RECIPIENT. The local theaters serve a population of roughly 100,000 residents in the region and large summer visiting populations.

A final element that may be a part of this project is the development of a traffic school/diversion program for cited drivers. This concept is in its infancy and is pending discussions with the Wenatchee prosecuting attorney and courts in 2024.

The SUB-RECIPIENT agrees to fully fund the Traffic Unit at a minimum of two additional years beyond the expiration of the agreement.

At the conclusion of the two-year period, SUB-RECIPIENT will conduct studies to assess the impact the addition of a Traffic Unit has had an impact on collision rates, collisions resulting in injuries, traffic enforcement citations and infractions, and DUI arrests. Furthermore, an analysis of DUI arrests will be conducted to further determine focused times and days of the week with the highest frequency, along with substance(s) used and levels of impairment.

3.2 PROJECT GOALS

- 1) Increase the hours of dedicated traffic enforcement, with a goal of 1,875 hours of additional traffic enforcement funded by this grant by the end of FFY2024.
- 2) Increase the number of enforcement actions, with a goal of 75% of traffic enforcement stops being for high risk violations, such as speeding, impaired driving, distracted driving, non-seat belt use, etc.
- 3) Increase public education, with a goal of using at least 3 different modes of education during the fiscal year.
- 4) Increase the coordination of activities with engineering partners at the state and local levels.
- 5) Increase the hours of dedicated traffic enforcement, with a goal of 625 hours of additional traffic enforcement funded by this grant by December 31, 2025.
- 6) Increase the number of enforcement actions, with a goal of 75% of traffic enforcement stops being for high risk violations, such as speeding, impaired driving, distracted driving, non-seat belt use, etc.
- 7) Increase public education, with a goal of using at least 3 different modes of education during the fiscal year.
- 8) Increase the coordination of activities with engineering partners at the state and local levels.
- 9) Increase the hours of dedicated traffic enforcement, with a goal of 2,500 hours of additional traffic enforcement funded by this grant by the end of FFY2025.
- 10) Increase the number of enforcement actions, with a goal of 75% of traffic enforcement stops being for high risk violations, such as speeding, impaired driving, distracted driving, non-seat belt use, etc.

11) Increase public education, with a goal of using at least 3 different modes of education during the fiscal year.

12) Increase the coordination of activities with engineering partners at the state and local levels.

3.2.1 The objectives, measures and timelines listed in Appendix A will be reviewed at least annually by the designated contacts of the SUB-RECIPIENT and WTSC, and may be updated pursuant to clause 6 of this AGREEMENT. For the purposes of this section only, the parties' DESIGNATED CONTACTS, as listed in clause 42, are authorized to execute these amendments to Appendix A.

3.3. COMPENSATION

3.3.1 The cost of accomplishing the work described in the SOW will not exceed \$881,392.00, for the entire period of performance, as allocated to each year of this Agreement in Section 3.4 PROJECT COSTS. Unspent contract funds from each year do NOT carry over into subsequent years and each year's budget is independent of the others.

3.3.2 Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.3.3 After the first year, continuation is subject to funding availability, agreement on future objectives and measures, and satisfactory progress toward completion of agreed upon goals (as determined by WTSC), as set forth in the SOW.

3.3.4 If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and an approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase. The total budget may not increase without an amendment to this Agreement executed by both parties.

3.3.5 WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the SOW and for all travel outside of the continental United States.

3.3.6 WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel rates and policies (SAAM Chapter 10) apply. If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must also be followed. Washington State Administrative & Accounting Manual (SAAM) Chapter 10 can be obtained at this

website: <https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm>. If for any reason, this information is not available at this website, contact the WTSC office at 360-725-9860 to obtain a copy. If following state travel policies, the SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.

3.3.7. Any equipment that will be purchased under this Agreement with a purchase price over \$5,000 must be pre-approved by NHTSA prior to purchase. Pre-approval must also be gained if funding from this Agreement is used to purchase a portion of an item with a purchase price of \$5,000 or higher. Approval for these purchases will be facilitated by WTSC. WTSC will notify the SUB-RECIPIENT when approval has been gained or denied. Failure to receive pre-approval will preclude reimbursement. SUB-RECIPIENT will provide WTSC with purchase price, quote, manufacturer, description of its use in the project, and documentation showing that it is made in America. Any equipment purchased with NHTSA funds, must be used exclusively for traffic safety purposes or the cost must be pro-rated.

3.3.8. All equipment must be inventoried by the SUB-RECIPIENT. The SUB-RECIPIENT agrees to maintain the equipment, continue to use it for project purposes, and report on its status to WTSC each year when requested.

3.3.9. Equipment is defined as any asset with a useful life greater than one year AND a unit cost of \$5,000 or greater, and small and attractive assets. Small and attractive assets are the following if they a unit cost of \$300 or more:

- Laptops and Notebook Computers
- Tablets and Smart phones

Small and attractive assets also include the following if they have a unit cost of \$1000 or more:

- Optical Devices, Binoculars, Telescopes, Infrared Viewers, and Rangefinders
- Cameras and Photographic Projection Equipment
- Desktop Computers (PCs)
- Television Sets, DVD Players, Blu-ray Players and Video Cameras (home type)

3.4 PROJECT COSTS

The costs for the work under the SOW to be provided by the SUB-RECIPIENT are as follows:

Year 1: \$324,041.25

Year 2: \$445,016.50

Year 3: \$112,334.25

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT will submit progress reports on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, advertising, social media posts, meeting agendas, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 41.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted through the WEMS invoicing process, or via alternate method if approved by WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, must be received by WTSC no later than August 10 of the same calendar year. All invoices for goods received or services performed between July 1 and September 30, must be received by WTSC no later than November 10 of the same calendar year. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this Agreement, are received and approved.

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while the parties in good faith attempt to resolve the matters in dispute.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules,

15.2.2. Terms and Conditions of this Agreement,

15.2.3. Any Amendment executed under this Agreement,

15.2.4. Any SOW executed under this Agreement, and then

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference.

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its

officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this Agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement for a period of six years after the date of termination.

18. INDEPENDENT CAPACITY

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

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to

inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all

rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, any Work Product and the results of project activities without prior review or approval by the state of Washington, including the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and provide the SUB-RECIPIENT 15 business days to correct the violation or failure. In the event the SUB-RECIPIENT fails to correct the violation within the 15-day period, WTSC may immediately terminate this Agreement by providing SUB-RECIPIENT a written notice of termination, which must include the effective date of termination.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 60 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT'S workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this Section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 business days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 calendar days of receiving notice under paragraph 34.1.4. of this Section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252

37.1.1.2. 49 CFR part 21

37.1.1.3. 28 CFR section 50.3

37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)

37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)

37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)

37.1.1.8. The Civil Rights Restoration Act of 1987

37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

37.1.1.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority

Populations and Low-Income Populations

37.1.1.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency

37.1.1.12. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government

37.1.1.13. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in WTSC, USDOT, or NHTSA program guidance.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance referenced in this Section 37, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA".

37.1.6 To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this Agreement.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. CERTIFICATION ON CONFLICT OF INTEREST

41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB-RECIPIENT’s officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a

description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

42. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Steve Crown, Chief of Police SCROWN@WENATCHEEWA.GOV 509-888-4201	Jerry Noviello jnoviello@wtsc.wa.gov 360-725-9897 ext.

A party may provide a different designated contact by providing the other party written notice of the new designated contact, including the individual's name, telephone number, and email address.

43. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Wenatchee

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date

APPENDIX A

Project Costs

Year 1

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits	LEO S&B: Jan-Sept 2024	\$324,041.25	0%	\$0.00	\$324,041.25
Travel		\$0.00	0%	\$0.00	\$0.00
Contract Services		\$0.00	0%	\$0.00	\$0.00
Goods and Services		\$0.00	0%	\$0.00	\$0.00
Equipment		\$0.00	0%	\$0.00	\$0.00
TOTAL		\$324,041.25		\$0.00	\$324,041.25

Year 2

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits	LEO S&B: Oct 2024 - Sept 2025	\$445,016.50	0%	\$0.00	\$445,016.50
Travel		\$0.00	0%	\$0.00	\$0.00
Contract Services		\$0.00	0%	\$0.00	\$0.00
Goods and Services		\$0.00	0%	\$0.00	\$0.00
Equipment		\$0.00	0%	\$0.00	\$0.00
TOTAL		\$445,016.50		\$0.00	\$445,016.50

Year 3

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits	LEO S&B: Oct - Dec 2025	\$112,334.25	0%	\$0.00	\$112,334.25
Travel		\$0.00	0%	\$0.00	\$0.00
Contract Services		\$0.00	0%	\$0.00	\$0.00
Goods and Services		\$0.00	0%	\$0.00	\$0.00
Equipment		\$0.00	0%	\$0.00	\$0.00
TOTAL		\$112,334.25		\$0.00	\$112,334.25

Grant funds are for salaries and benefits for an annual average of 4,000 hours of activity of two Traffic Officers and 1,000 hours of activity of a Sergeant overseeing the project.

Important Notes:

1. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase.
2. The total annual budget may not increase without a written amendment to this Agreement executed by both parties.
3. Adjustments between budget categories within the same year can be made upon mutual agreement of the contact for WTSC and the contact for the SUB-RECIPIENT.

Objectives and Measures

Goal 1 - Increase the hours of dedicated traffic enforcement, with a goal of 1,875 hours of additional traffic enforcement funded by this grant by the end of FFY2024.

Objective	Objective Details	Completion Date
Recruit and hire 2 officers and one sergeant to complete this project.		01/31/2024
Conduct an average of 625 hours of traffic enforcement per quarter.	This is approximately 60% of the officer's total time.	09/30/2024

Measure	Reporting Frequency	Type	Target
Number of total hours of traffic enforcement activities in the field.	Quarterly	Process	625

Goal 2 - Increase the number of enforcement actions, with a goal of 75% of traffic enforcement stops being for high risk violations, such as speeding, impaired driving, distracted driving, non-seat belt use, etc.

Objective	Objective Details	Completion Date
Prioritize addressing roadway violations that are common factors in fatal and serious injury crashes. Upload a summary of enforcement results funded by this grant on quarterly progress reports.	<p>Some examples of priority violations include impaired driving, speeding, distracted driving, non-seat belt use, crosswalk violations, etc. Enforcement data for activity funded through this project.</p> <p>Baseline target measures for this objective will be established during the first year of the project. This will allow for appropriate target setting in the 2nd year of the project.</p>	12/31/2024

Measure	Reporting Frequency	Type	Target
Number of ID arrests.	Quarterly	Outcome	30
Number of Speed Contacts.	Quarterly	Outcome	150

Number of Distracted Driving Contacts.	Quarterly	Outcome	90
Number of Seat Belt Contacts.	Quarterly	Outcome	60

Goal 3 - Increase public education, with a goal of using at least 3 different modes of education during the fiscal year.

Objective	Objective Details	Completion Date
Utilize at least three types of communication methods to notify the public of this project and the dedicated traffic enforcement taking place. Provide a summary of data collected during these activities as an attachment to quarterly progress reports.	<p>Examples could be partnerships with radio stations for weekly interviews, using social media posts by SUB-RECIPIENT's public engagement staff, op-ed articles in the local newspaper, variable message signs, etc.</p> <p>Public education should include overburdened/underserved populations within the community. SUB-RECIPIENT should collaborate with WTSC to reach these populations if additional support is needed.</p>	09/30/2024
Identify and participate in opportunities to engage with local residents to share information about this project and to collect their feedback about the status of traffic safety in Wenatchee and what they would like traffic safety to be like. Provide a summary of data collected during these activities as an attachment to quarterly progress reports.	<p>Some examples of these opportunities include: National Night Out events, Rotary and other civic engagement groups, school parent teach associations, community events, etc. Data for these events will be captured using the WEMS activity log.</p> <p>Engagement should include overburdened/underserved populations within the community. SUB-RECIPIENT should collaborate with WTSC to reach these populations if additional support is needed.</p>	09/30/2024

Measure	Reporting Frequency	Type	Target
Number of communication modes used to notify and/or engage with the public about traffic safety (goal of 3).	Quarterly	Process	3

Number of community engagement events attended in each quarter, with a goal of having an average of 3 events per quarter.	Quarterly	Process	3
Number of people engaged with.	Quarterly	Process	50
• Number of hours spent on education and engagement per quarter, with a goal of 100.	Quarterly	Process	100

Goal 4 - Increase the coordination of activities with engineering partners at the state and local levels.

Objective	Objective Details	Completion Date
Meet quarterly with local roadway engineering officials to discuss traffic safety concerns and upcoming priorities, and to identify opportunities for collaboration.	WA is adopting the national Safe Systems Approach model and these conversations could be great opportunities to identify ways that law enforcement and engineering departments can collaborate to support that approach.	09/30/2024

Goal 5 - Increase the hours of dedicated traffic enforcement, with a goal of 625 hours of additional traffic enforcement funded by this grant by December 31, 2025.

Objective	Objective Details	Completion Date
Conduct an average of 625 hours of traffic enforcement per quarter.	This is approximately 60% of the officer's total time.	12/31/2025

Measure	Reporting Frequency	Type	Target
Number of total hours of traffic enforcement activities in the field.	Quarterly	Process	625

Goal 6 - Increase the number of enforcement actions, with a goal of 75% of traffic enforcement stops being for high risk violations, such as speeding, impaired driving, distracted driving, non-seat belt use, etc.

Objective	Objective Details	Completion Date
<p>Prioritize addressing roadway violations that are common factors in fatal and serious injury crashes. Upload a summary of enforcement results funded by this grant on quarterly progress reports.</p>	<p>Some examples of priority violations include impaired driving, speeding, distracted driving, non-seat belt use, crosswalk violations, etc. Enforcement data for activity funded through this project.</p>	<p>12/31/2025</p>

Measure	Reporting Frequency	Type	Target
<p>Number of ID arrests.</p>	<p>Quarterly</p>	<p>Outcome</p>	<p>30</p>
<p>Number of Speed contacts.</p>	<p>Quarterly</p>	<p>Outcome</p>	<p>150</p>
<p>Number of Distracted Driving contacts.</p>	<p>Quarterly</p>	<p>Outcome</p>	<p>90</p>
<p>Number of Seat Belt violation contacts.</p>	<p>Quarterly</p>	<p>Outcome</p>	<p>60</p>

Goal 7 - Increase public education, with a goal of using at least 3 different modes of education during the fiscal year.

Objective	Objective Details	Completion Date
<p>Utilize at least three types of communication methods to notify the public of this project and the dedicated traffic enforcement taking place. Provide a summary of data collected during these activities as an attachment to quarterly progress reports.</p>	<p>Examples could be partnerships with radio stations for weekly interviews, using social media posts by SUB-RECIPIENT's public engagement staff, op-ed articles in the local newspaper, variable message signs, etc.</p> <p>Public education should include overburdened/underserved populations within the community. SUB-RECIPIENT should collaborate with WTSC to reach these</p>	<p>12/31/2025</p>

populations if additional support is needed.

Identify and participate in opportunities to engage with local residents to share information about this project and to collect their feedback about the status of traffic safety in Wenatchee and what they would like traffic safety to be like. Provide a summary of data collected during these activities as an attachment to quarterly progress reports.

Some examples of these opportunities include: National Night Out events, Rotary and other civic engagement groups, school parent teach associations, community events, etc. Data for these events will be captured using the WEMS activity log.

Engagement should include overburdened/underserved populations within the community. SUB-RECIPIENT should collaborate with WTSC to reach these populations if additional support is needed.

12/31/2025

Measure	Reporting Frequency	Type	Target
Number of communication modes used to notify and/or engage with the public about traffic safety.	Quarterly	Process	3
Number of community engagement events attended in each quarter, with a goal of having an average of 3 events per quarter.	Quarterly	Process	3
Number of people engaged with.	Quarterly	Process	50
Number of hours spent on education and engagement per quarter, with a goal of 100.	Quarterly	Process	100

Goal 8 - Increase the coordination of activities with engineering partners at the state and local levels.

Objective	Objective Details	Completion Date
Meet quarterly with local roadway engineering officials to discuss traffic safety concerns and upcoming priorities, and to identify opportunities for collaboration.	WA is adopting the national Safe Systems Approach model and these conversations could be great opportunities to identify ways that law enforcement and engineering departments can collaborate to support that	12/31/2025

approach.

Goal 9 - Increase the hours of dedicated traffic enforcement, with a goal of 2,500 hours of additional traffic enforcement funded by this grant by the end of FFY2025.

Objective	Objective Details	Completion Date
Conduct an average of 625 hours of traffic enforcement per quarter.	This is approximately 60% of the officer's total time.	09/30/2025

Measure	Reporting Frequency	Type	Target
Number of total hours of traffic enforcement activities in the field.	Quarterly	Outcome	625

Goal 10 - Increase the number of enforcement actions, with a goal of 75% of traffic enforcement stops being for high risk violations, such as speeding, impaired driving, distracted driving, non-seat belt use, etc.

Objective	Objective Details	Completion Date
Prioritize addressing roadway violations that are common factors in fatal and serious injury crashes. Upload a summary of enforcement results funded by this grant on quarterly progress reports.	Some examples of priority violations include impaired driving, speeding, distracted driving, non-seat belt use, crosswalk violations, etc. Enforcement data for activity funded through this project.	09/30/2025

Measure	Reporting Frequency	Type	Target
Number of ID arrests.	Quarterly	Outcome	30
Number of Speed contacts.	Quarterly	Outcome	150

Number of Distracted Driving contacts.	Quarterly	Outcome	90
Number of Seat Belt violation contacts.	Quarterly	Outcome	60

Goal 11 - Increase public education, with a goal of using at least 3 different modes of education during the fiscal year.

Objective	Objective Details	Completion Date
Utilize at least three types of communication methods to notify the public of this project and the dedicated traffic enforcement taking place. Provide a summary of data collected during these activities as an attachment to quarterly progress reports.	<p>Examples could be partnerships with radio stations for weekly interviews, using social media posts by SUB-RECIPIENT's public engagement staff, op-ed articles in the local newspaper, variable message signs, etc.</p> <p>Public education should include overburdened/underserved populations within the community. SUB-RECIPIENT should collaborate with WTSC to reach these populations if additional support is needed.</p>	09/30/2025
Identify and participate in opportunities to engage with local residents to share information about this project and to collect their feedback about the status of traffic safety in Wenatchee and what they would like traffic safety to be like. Provide a summary of data collected during these activities as an attachment to quarterly progress reports.	<p>Some examples of these opportunities include: National Night Out events, Rotary and other civic engagement groups, school parent teach associations, community events, etc. Data for these events will be captured using the WEMS activity log.</p> <p>Engagement should include overburdened/underserved populations within the community. SUB-RECIPIENT should collaborate with WTSC to reach these populations if additional support is needed.</p>	09/30/2025

Measure	Reporting Frequency	Type	Target
Number of communication modes used to notify and/or engage with the public about traffic safety.	Quarterly	Process	3

Number of community engagement events attended in each quarter, with a goal of having an average of 3 events per quarter.	Quarterly	Process	3
Number of people engaged with.	Quarterly	Outcome	50
Number of hours spent on education and engagement per quarter, with a goal of 100.	Quarterly	Process	100

Goal 12 - Increase the coordination of activities with engineering partners at the state and local levels.

Objective	Objective Details	Completion Date
Meet quarterly with local roadway engineering officials to discuss traffic safety concerns and upcoming priorities, and to identify opportunities for collaboration.	WA is adopting the national Safe Systems Approach model and these conversations could be great opportunities to identify ways that law enforcement and engineering departments can collaborate to support that approach.	09/30/2025



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

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

MEETING DATE: December 7, 2023

I. SUBJECT

2023-2025 Biennial Stormwater Capacity Grant

II. ACTION REQUESTED

Motion requested for the City Council to approve the 2023-2025 Biennial Stormwater Capacity Grant agreement with the Washington State Department of Ecology and authorize the City Administrator's signature for this Grant and any other amendments to this Grant.

III. OVERVIEW

- I. The Biennial Stormwater Capacity Grant Program was established to assist communities in complying with the Phase II Municipal Stormwater Permits that were first issued in 2007. All Phase II communities are eligible to receive funding. Since 2009, the City of Wenatchee has received a total of \$627,262 through this grant program.

The grant has two main tasks, grant administration and permit implementation. The permit requires the City to implement a comprehensive stormwater management program that includes activities and best management practices for the following elements:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Stormwater Runoff Control
- Post-construction Stormwater Management
- Municipal Operations and Maintenance
- Recordkeeping and Reporting
- Program Effectiveness Evaluation

The average annual cost of the Wenatchee Valley Stormwater Management Program is approximately \$900,000.

IV. FISCAL IMPACT

The grant requires no match. The total grant amount is \$130,000 which will reimburse the Stormwater Utility Fund 410 for stormwater management program costs.

V. PROPOSED PROJECT SCHEDULE

Program costs incurred between 7/1/2023 and 3/31/2025 can be submitted for reimbursement.

VI. REFERENCE(S)

1. Agreement No. WQSWCAP-2535-Wenatc-00033 Water Quality Stormwater Capacity Agreement Between the State of Washington Department of Ecology and City of Wenatchee

VII. ADMINISTRATIVE ROUTING

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



Agreement No. WQSWCAP-2325-Wenatc-00033

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF WENATCHEE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Wenatchee, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2023-2025 Biennial Stormwater Capacity Grants
Total Cost:	\$130,000.00
Total Eligible Cost:	\$130,000.00
Ecology Share:	\$130,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	03/31/2025
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2325-Wenatc-00033
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Wenatchee

RECIPIENT INFORMATION

Organization Name: City of Wenatchee

Federal Tax ID: 91-6001291
UEI Number: RPM7CUJB7M69

Mailing Address: PO Box 519
Wenatchee, WA 98807-0519

Physical Address: 301 Yakima Street
Wenatchee, Washington 98801

Organization Email: lgloria@wenatcheewa.gov

Contacts

Agreement No: WQSWCAP-2325-Wenatc-00033

Project Title: 2023-2025 Biennial Stormwater Capacity Grants

Recipient Name: City of Wenatchee

Project Manager	Jessica Shaw Deputy Public Works Director-Utilities P.O. Box 519 Wenatchee, Washington 98807-0519 Email: jshaw@wenatcheewa.gov Phone: (509) 888-3225
Billing Contact	Jessica Shaw Deputy Public Works Director-Utilities P.O. Box 519 Wenatchee, Washington 98807-0519 Email: jshaw@wenatcheewa.gov Phone: (509) 888-3225
Authorized Signatory	Laura Gloria City Administrator 301 Yakima Street Wenatchee, Washington 98801 Email: lgloria@wenatcheewa.gov Phone: (509) 888-6200

Agreement No: WQSWCAP-2325-Wenatc-00033

Project Title: 2023-2025 Biennial Stormwater Capacity Grants

Recipient Name: City of Wenatchee

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890</p>
Financial Manager	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890</p>

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Wenatchee

By: _____

By: _____

Vincent McGowan, P.E. Date

Laura Gloria Date

Water Quality
Program Manager

City Administrator

Template Approved to Form by
Attorney General's Office

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$300.00

Task Title: Project Administration/Management

Task Description:

- A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.
- B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.
- C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Recipient Task Coordinator: Jessica Shaw

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$129,700.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

Agreement No: WQSWCAP-2325-Wenatc-00033

Project Title: 2023-2025 Biennial Stormwater Capacity Grants

Recipient Name: City of Wenatchee

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Jessica Shaw

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

Agreement No: WQSWCAP-2325-Wenatc-00033
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 Recipient Name: City of Wenatchee

BUDGET

Funding Distribution EG240345

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2023-25 Stormwater Capacity Grant Funding Type: Grant
 Funding Effective Date: 07/01/2023 Funding Expiration Date: 03/31/2025

Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

2023-25 Stormwater Capacity Grant	Task Total
Grant and Loan Administration	\$ 300.00
Permit Implementation	\$ 129,700.00

Total: \$ 130,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2023-25 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 130,000.00	\$ 130,000.00
Total		\$ 0.00	\$ 130,000.00	\$ 130,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered

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transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrc.gov <http://www.fsrc.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in

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the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
 - Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

Agreement No: WQSWCAP-2325-Wenatchee-00033
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Wenatchee

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: WQSWCAP-2325-Wenatc-00033

Project Title: 2023-2025 Biennial Stormwater Capacity Grants

Recipient Name: City of Wenatchee

event shall ECOLOGY’s reimbursement exceed ECOLOGY’s total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT’s obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
Laura Gloria, City Administrator
City Council

FROM: Elisa Schafer, Facilities Manager
Public Works Department

MEETING DATE: December 7, 2023

I. SUBJECT

Budget amendment and contract award for City Project No. 2321 – WA State Department of Enterprise Services Tenant Improvement

II. ACTION REQUESTED

Motion requested for City Council to approve the revised Capital Project Budget and authorize the City Administrator to execute the contract with Halme Builders, Inc. for the WA State Department of Enterprise Service Tenant Improvement, City Project No. 2321.

III. OVERVIEW

The City is currently under lease agreement with the WA State Department of Enterprise Services (DES) to provide office space for the Attorney General on the 3rd floor of Wenatchee City Hall. Negotiations have been underway since April 2023 regarding the tenant improvements necessary for the Attorney General's needs.

The City first went out to bid for the WA State DES Tenant Improvements (TI) Project back in July where the bids came back over the estimated cost agreed upon with DES, resulting in the City rejecting all bids, requiring a review of the proposed buildout and funding source identification.

The WA State DES TI Project rebid on November 16, 2023 where five (5) bidders responded. Architect's estimate was \$1,125,000 for the Base Bid (without WSST). Alternates No. 1 & 2 were also included in the project bid package and is associated with various levels of hazardous building material abatement. Halme Builders, Inc. was the lowest responsive bidder at \$1,025,000 for the Base Bid, \$60,000 for Alternate No. 1 and \$100,000 for Alternate No. 2 (all exclusive of WSST).

DES has elected to proceed with the project as bid, accepting the Base Bid and Alternate No. 1 for a total construction expense of \$1,085,000 plus WSST.

The approved 2023 Capital Project Budget for Project No. 2321 was \$1,100,000. This amount needs to be revised to \$1,402,000 based on the current projected project costs.

Council Agenda Report to Mayor, City Administrator, and City Council

November 7, 2023

Page 2

IV. FISCAL IMPACT

If approved, the total construction contract amount with Halme Builders, Inc. will be \$1,085,000 (plus WSST). The City has allocated \$20,000.00 to the project through the lease agreement. The DES is responsible to fund the remainder of this project including design and construction administration.

V. PROPOSED PROJECT SCHEDULE

Construction is scheduled to begin in December 2023 and to be complete by mid-Summer 2024.

VI. REFERENCE(S)

1. Notice to Proceed dated November 29, 2023 from WA State DES
2. Bid Tabulation
3. Draft AIA A101-2017, Standard Form of Agreement Between Owner and Contractor
4. Capital Project Budget approved November 16, 2023
5. Revised Capital Project Budget dated November 28, 2023

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Brad Posenjak, Finance Director
Rob Jammerman, Public Works Director
Aaron Kelly, Public Works Operations Manager
Nataliann Tutino, Sr. Financial Analyst



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

*1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41468, Olympia, WA 98504-1468*

November 29, 2023

Aaron Kelly
City of Wenatchee
1350 McKittrick St.
Wenatchee, WA 98001

Email: akelly@wenatcheewa.gov

SUBJECT: Office of the Attorney General, 301 Yakima, Suite 300, Wenatchee, WA
Project 22-04-115
New space on 3rd floor

NOTICE TO PROCEED

Gentlemen,

The State accepts the proposal for the above referenced project. You are hereby authorized to proceed with the work for the Total Cost of \$1,401,960.60 including mark-ups and WSST (see attached proposal) less \$20,000.00 Lessor contribution for a total Balance Remaining due from the Agency of \$1,381,960.60. A project Kick-off Meeting and Preconstruction Meeting will be required prior to commencement of the work. Please schedule a time for both meetings.

Please submit your Request for Payment after Real Estate Services has accepted the work as complete. Submit your invoices to:

Department of Enterprise Services / Real Estate Services
ATTN: Robert Soderstrom, REF: 22-04-115 / Lease No. SRL 23-0035
1212 N. Washington St., Suite 218, Spokane, WA 99201
Or via email: Robert.soderstrom@des.wa.gov
Phone Number: (360) 401-9491

The tenant agency will then be issued an "Authority to Pay" warrant which will be processed by the tenant agency for direct payments.

Please don't hesitate to contact me if you have any questions on this matter. I look forward to your response.

Sincerely,

H Robert Soderstrom
Architect

Attached: Signed Plans, Signed PCP, and Additional Documents as required.

cc: Karen Cowan – ATG
Jason Brewer - ATG
Regina Leccese - DES
Amy Pappajohn – RES Leasing



City of Wenatchee
Bid Tabulation
WA State Department of Enterprises - TI Rebid, City Project No. 2321

		Engineer's Estimate	ATK Construction, Inc.	Cascade Central Construction	Apollo, Inc.	Halme Builders, Inc.	BCN Construction, LLC
Description		Price	Price	Price	Price	Price	Price
BASE BID		\$1,125,000	\$1,115,381.62	\$1,236,000.00	\$1,147,000.00	\$1,025,000.00	\$1,350,000.00
BASE BID SALES TAX			\$97,038.20	\$107,532.00	\$99,789.00	\$89,175.00	\$117,450.00
BASE BID TOTAL			\$1,212,419.82	\$1,343,532.00	\$1,246,789.00	\$1,114,175.00	\$1,467,450.00
ALTERNATE NO. 1			\$91,911.60	\$66,000.00	\$46,000.00	\$60,000.00	\$48,788.00
ALTERNATE NO. 1 SALES TAX			\$7,996.31	\$5,742.00	\$4,002.00	\$5,220.00	\$4,244.56
ALTERNATE NO. 1 TOTAL			\$99,907.91	\$71,742.00	\$50,002.00	\$65,220.00	\$53,032.56
ALTERNATE NO. 2			\$45,955.80	\$17,000.00	\$39,000.00	\$100,000.00	\$21,670.80
ALTERNATE NO. 2 SALES TAX			\$3,998.15	\$1,479.00	\$3,393.00	\$8,700.00	\$1,885.36
ALTERNATE NO. 2 TOTAL			\$49,953.95	\$18,479.00	\$42,393.00	\$108,700.00	\$23,556.16

Major Subcontractors
HVAC
Plumbing
Electrical

None Listed
None Listed
Wyatt Electrical Services

Total Energy Management
Greg's Plumbing
Midland Electric

Total Energy Management
Alden Plumbing
Midland Electric

Total Energy Management
Green Hat Plumbing
Midland Electric

Total Energy Management
Total Energy Management
Wyatt Electrical Services

DRAFT AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

Halme Builders, Inc.
P.O. Box 1167
Davenport, WA 99122

for the following Project:
(Name, location and detailed description)

WA State Dept. of Enterprise Services – T.I. Re-Bid
301 Yakima Street
Wenatchee, WA 98801

The Architect:
(Name, legal status, address and other information)

The DOH Associates, PS
7 N. Wenatchee Avenue, Suite 500
Wenatchee, WA 98801

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

Not later than calendar days from the date of commencement of the Work.

By the following date: **June 7, 2024**

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be **One Million Eighty-Five Thousand Dollars (\$ 1,085,000.00)**, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #1	\$60,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Time is of the essence of the contract. Generally, delays inconvenience the Owner, the public it serves, and the functions of the Owner. Specifically, the Work involves a remodel of a tenant space and the tenant is scheduled to move into the space on a certain date. A delay in performance of this contract will cause the Owner to be default of the lease. The Owner and Contractor find it impractical to calculate the actual cost of delay. It would be beneficial to Owner to have a sum certain in the event of delay, and also be beneficial to Contractor to know what its potential liability is in the event of delay. Owner and Contractor have agreed on the following formula to calculate liquidated damages for failure to complete the physical Work of the Contract on time. Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each calendar day beyond the number of calendar days established for substantial completion.
2. To authorize the Architect to deduct these liquidated damages from any money due or coming to the Contractor.

Liquidated Damages Formula per calendar day after the Contract date for Substantial Completion

LD=0.08C/T

Liquidated Damages Formula per calendar day after the Contract date for Final Completion

LD=0.05C/T

Where:

LD = liquidated damages per working day rounded to the nearest dollar

C = original Contract amount

T = original time for substantial completion

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than 30 days from receipt of the certified Application from the Architect. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;

- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Elisa Schafer, Facilities Manager
City of Wenatchee Department of Public Works
1350 McKittrick Street
Wenatchee, WA 98801
eschafer@wenatcheeva.gov
Office: 509-888-3663

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

Dan Halme
Halme Builders, Inc.
P.O. Box 1167
Davenport, WA 99122
dan@halmebuilders.com
Office: 509-725-1200

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 Drawings

Number	Title	Date
A0.1	Abbreviations, Architectural Symbols, General Notes, Project Information, Design Criteria, Climate Data, Vicinity Map, Design Team, and Drawing Index	10/6/2023
A0.2	Life Safety & Exiting Plan	10/6/2023
A0.3	Overall Site Plan	10/6/2023
A1.1	Overall Existing Third Floor Plan	10/6/2023
A1.2	Enlarged 3 rd Floor Demolition Plan	10/6/2023
A1.3	Enlarged 3 rd Floor Ceiling Demolition Plan	10/6/2023
A2.1	Enlarged 3 rd Floor Plan	10/6/2023
A2.2	Roof Plan	10/6/2023
A5.1	Interior Elevations and Schedules	10/6/2023
A6.1	Enlarged 3 rd Floor Reflected Ceiling Plan	10/6/2023

A8.1	Details	10/6/2023
S1.1	General Notes	10/6/2023
S2.1	Partial Plan and Details	10/6/2023
M0.1	Mechanical Legend, Notes, & Schedules	10/6/2023
M0.2	Mechanical Legend & Schedules	10/6/2023
M0.3	Mechanical Schedules	10/6/2023
M1.1	Mechanical Demolition Floor Plan	10/6/2023
M1.2	Mechanical Remodel Plan	10/6/2023
M1.3	Mechanical Piping Plan	10/6/2023
M1.4	Mechanical Remodel Roof Plan	10/6/2023
M1.5	Plumbing Enlarged Floor Plan	10/6/2023
M2.1	Mechanical Details	10/6/2023
M2.2	Mechanical Details Cont	10/6/2023
M2.3	Mechanical Control Diagrams	10/6/2023
E0.1	Electrical Notes	10/6/2023
E0.2	Electrical Symbols & Legends	10/6/2023
E0.3	Luminaire and Panel Schedules	10/6/2023
E0.4	Single Line Diagram and Panel Schedules	10/6/2023
E1.1	Electrical Demolition Floor Plan	10/6/2023
E2.1	Power & Signal Floor Plan	10/6/2023
E3.1	Lighting Floor Plan	10/6/2023
E3.2	Photometric Plan	10/6/2023
E3.3	Egress Photometrics	10/6/2023
E4.1	Electrical Roof Plan	10/6/2023
E5.1	Electrical Details	10/6/2023

.6 Specifications

Section	Title	Date	Pages
	Frontispiece	10/6/2023	1
	Table of Contents	10/6/2023	4
00 11 16	Invitation to Bid	10/6/2023	2
00 21 00	Instructions to Bidders	10/6/2023	7
00 41 00	Form of Proposal	10/6/2023	4
00 41 10	Subcontractor Listing A	10/6/2023	2
	Forms to be Submitted with Proposal	10/6/2023	7
	Cost Breakdown Form	10/6/2023	1
	AIA A101-2017 Standard Abbreviated Form of Agreement Between Owner and Contractor	10/6/2023	8
	AIA A201-2017 General Conditions of the Contract for Construction	10/6/2023	55
	Forms to be Submitted After Contract is Signed	10/6/2023	4
01 23 00	Base Bid and Alternates	10/6/2023	2
01 25 00	Substitution and Product Options	10/6/2023	4
01 29 73	Schedule of Values	10/6/2023	2
01 32 16	Construction Schedules	10/6/2023	2
01 33 00	Submittals	10/6/2023	4
01 35 00	Special Conditions	10/6/2023	3
01 50 00	Temporary Construction & Services	10/6/2023	4
01 73 29	Cutting and Patching	10/6/2023	4
01 74 29	Cleaning	10/6/2023	3
01 78 23	Operation and Maintenance Data	10/6/2023	3
01 78 39	Project Record Documents	10/6/2023	3

02 41 00	Demolition	10/6/2023	4
06 20 00	Finish Carpentry and Casework	10/6/2023	4
07 92 00	Caulking and Sealants	10/6/2023	4
08 11 00	Steel Doors and Frames	10/6/2023	3
08 14 00	Wood Doors	10/6/2023	3
08 70 00	Finish Hardware	10/6/2023	7
08 80 00	Glass and Glazing	10/6/2023	2
09 21 16	Gypsum Wallboard	10/6/2023	4
09 22 00	Non-Load Bearing Metal Framing Systems	10/6/2023	3
09 50 00	Acoustical Treatment	10/6/2023	4
09 65 00	Resilient Flooring and Base	10/6/2023	3
09 68 00	Carpeting	10/6/2023	4
09 91 00	Painting	10/6/2023	5
10 00 00	Miscellaneous Specialties	10/6/2023	3
10 14 00	Identifying Devices	10/6/2023	3
12 21 00	Vertical Blinds	10/6/2023	4
21 13 00	Fire Suppression System	10/6/2023	4
22 05 00	Common Work Results for Plumbing	10/6/2023	4
22 05 23	General Duty Valves for Plumbing Piping	10/6/2023	4
22 07 19	Plumbing Piping Insulation	10/6/2023	5
22 11 16	Domestic Water Piping	10/6/2023	8
22 13 16	Sanitary Waste and Vent Piping	10/6/2023	6
22 40 00	Plumbing Fixtures	10/6/2023	5
23 05 00	Common Work Results for HVAC	10/6/2023	14
23 05 13	Common Motor Requirements for HCAV Equipment	10/6/2023	3
23 05 29	Hangers and Supports for HVAC Piping and Equipment	10/6/2023	11
23 05 48	Vibration & Seismic Controls for HVAC Piping & Equipment	10/6/2023	9
23 05 53	Identification for HVAC Piping and Equipment	10/6/2023	3
23 05 93	Testing, Adjusting and Balancing for HVAC	10/6/2023	5
23 07 13	Duct Insulation	10/6/2023	13
23 08 00	Mechanical Commissioning	10/6/2023	10
23 09 23	Direct Digital Control System for HVAC	10/6/2023	9
23 23 00	Refrigerant Piping & Specialties	10/6/2023	15
23 31 00	HVAC Ducts and Casing	10/6/2023	7
23 33 00	Air Duct Accessories	10/6/2023	6
23 37 00	Air Outlets and Inlets	10/6/2023	3
23 72 23	Packaged Air-to-Air Energy Recovery Units	10/6/2023	4
23 81 29	Variable Refrigerant Flow HVAC Systems	10/6/2023	16
26 00 10	Basic Electrical Requirements	10/6/2023	11
26 05 05	Selective Demolition for Electrical	10/6/2023	2
26 05 19	Low-Voltage Electrical Power Conductors and Cables	10/6/2023	10
26 05 26	Grounding and Bonding for Electrical Systems	10/6/2023	7
26 05 29	Hangers and Supports for Electrical Systems	10/6/2023	6
26 05 33.13	Conduit for Electrical Systems	10/6/2023	11
26 05 33.16	Boxes for Electrical Systems	10/6/2023	6
26 05 53	Identification for Electrical Systems	10/6/2023	9
26 05 83	Wiring Connections	10/6/2023	2
26 08 02	Installation & Acceptance Testing of Electrical Systems	10/6/2023	2

26 09 23	Lighting Control Devices	10/6/2023	9
26 09 43	Network Lighting Controls	10/6/2023	15
26 24 16	Panelboards	10/6/2023	9
26 27 26	Wiring Devices	10/6/2023	8
26 28 13	Fuses	10/6/2023	3
26 28 16.16	Enclosed Switches	10/6/2023	5
26 51 00	Interior Lighting	10/6/2023	8
26 51 20	Automatic Lighting control System	10/6/2023	4
27 00 00	Communications	10/6/23	2
28 31 00	Fire Alarm and Detection	10/6/2023	1

.7 Addenda, if any:

Number	Date	Pages
1	10/19/2023	8
2	10/26/2023	15
3	11/2/2023	1
4	11/6/2023	1
5	11/8/2023	40
6	11/9/2023	5
7	11/10/2023	5

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Ms. Laura Gloria, City Administrator
(Printed name and title)

CONTRACTOR *(Signature)*

Dan Halme, President
(Printed name and title)

HALME



Capital Project Budget

Date: September 11, 2023

Project Number: 2321

Project Name: DES ATG Remodel

Dept/Category: PW / Facilities

Project Description:

Remodel for the Attorney Generals office. A portion of the remodel costs could be financed by the City. The costs would increase the price per square foot of the lease over the first 10 years.

Project Lead: Aaron Kelly
Assigned Department: PW / Facilities
Original Project Budget: \$1,100,000
Budget Amendment:

Start Year: 2023
End Year: 2024
Total City Funding: \$20,000
Other Funding: \$1,080,000

Project Notes:

We negotiated \$20,000 credit towards the TI. We will be reimbursed \$1,080,000 from DES after the project is completed.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2024	2025	2026+	
Demo	40,000			40,000			40,000
Office/remodel Construction	250,000			250,000			250,000
Plumbing	200,000			200,000			200,000
HVAC	400,000			400,000			400,000
Fire Suppression	35,000			35,000			35,000
Drywall	125,000			125,000			125,000
Flooring	50,000			50,000			50,000
Art Fund							
Total Project Expenditures	1,100,000			1,100,000			1,100,000

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2024	2025	2026+	
Fund:	504 Facilities / 023	20,000		-	20,000			20,000
Fund:	DES reimbursement	1,080,000			1,080,000			1,080,000
Fund:								
Fund:								
Fund:								
GRANTS:								
Total Project Revenues		1,100,000			1,100,000			1,100,000

Approved by City Council: _____ Date: 11/16/2023



Capital Project Budget

Date: November 28, 2023 Project Number: 2321

Project Name: DES ATG Remodel Dept/Category: PW/Facilities

Project Description:
Remodel for the Attorney General's office.

Project Lead:	Aaron Kelly	Start Year:	2023
Assigned Department:	PW/Facilities	End Year:	2024
Original Project Budget:	\$1,100,000	Total City Funding:	\$20,000
Budget Amendment:	\$1,402,000	Other Funding:	\$1,382,000

Project Notes:
The lease terms included a \$20,000 credit toward the TI. Remaining project expenses to be reimbursed by DES upon the close of the project. Budget amendment in December 2023 shows an adjustment to the overall project costs due to increased construction pricing. Additional expenses from this adjustment will be reimbursed by DES.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2023	2024	2025+	
Design / Construction Administration	220,000	222,600		100,000	122,600		222,600
Construction	880,000	1,085,000		217,000	868,000		1,085,000
Sales Tax		94,400		18,879	75,521		94,400
Art Fund							
Total Project Expenditures	1,100,000	1,402,000		335,879	1,066,121		1,402,000

Project Revenues by Category	Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
				2023	2024	2025+	
Fund: 504 - Facilities / 023	20,000	20,000		335,879	(315,879)		20,000
Fund: DES Reimbursement	1,080,000	1,382,000			1,382,000		1,382,000
Fund:							
Fund:							
Fund:							
GRANTS:							
Total Project Revenues	1,100,000	1,402,000		335,879	1,066,121		1,402,000

Approved by City Council: _____ Date _____

CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Stephen Neuenschwander, Planning Manager, Community Development

MEETING DATE: December 7, 2023

I. SUBJECT

Reappointment of members to the Planning Commission, Historic Preservation Board and Code Enforcement Board.

II. ACTION REQUESTED

A motion to adopt Resolution 2023-31 reappointing three voting members to the Planning Commission.

A motion to adopt Resolution 2023-32 reappointing one voting member to the Historic Preservation Board.

A motion to adopt Resolution 2023-33 reappointing one voting member to the Code Enforcement Board.

III. OVERVIEW

In accordance with the City of Wenatchee Zoning Code, the Planning Commission consists of 7 members appointed by a majority of the City Council. The term of each planning commissioner shall be for a period of four years.

In accordance with the City of Wenatchee Code, the Historic Preservation Board consists of 7 members appointed by a majority of the City Council. The reappointment term shall be for a period of two years.

In accordance with the City of Wenatchee Code, the Code Enforcement Board consists of 5 members appointed by a majority of the City Council. The reappointment term shall be for a period of two years.

IV. FISCAL IMPACT

None

V. PROPOSED PROJECT SCHEDULE

Adoption of Resolution 2023-31 on December 7, 2023

Adoption of Resolution 2023-32 on December 7, 2023

Adoption of Resolution 2023-33 on December 7, 2023

VI. REFERENCE(S)

1. Resolution 2023-31
2. Resolution 2023-32
3. Resolution 2023-33

VII. ADMINISTRATIVE ROUTING

Laura Gloria, City Administrator
Tammy McCord, City Clerk
Brad Posenjak, Finance Director

RESOLUTION NO. 2023-31

A RESOLUTION, of the City of Wenatchee, Washington reappointing three voting members to the Planning Commission.

WHEREAS, the City of Wenatchee has created a Planning Commission (“Commission”) with powers and duties as stated in Chapter 10.74 of the Wenatchee City Code (“WCC”); and

WHEREAS, Josh Jorgensen, Rani Sampson, and Ruby Gaston currently serve as members on the Commission wherein their appointments expire on December 31, 2023; and

WHEREAS, each of the individuals have expressed a desire to be reappointed for an additional 4-year term on the Commission; and

WHEREAS, each of the individuals qualifies to serve on the Commission; and

WHEREAS, the Department of Community Development is the “responsible department,” as that term is used in Resolution 2009-34, for the Commission; and

WHEREAS, the Director of the Department of Community Development recommends that Josh Jorgensen, Rani Sampson, and Ruby Gaston be reappointed to the Commission.

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

Section 1. Appointment. The City Council makes the following reappointments to the Planning Commission with a term as stated below:

<u>NAME and ADDRESS</u>	<u>TERM BEGINS</u>	<u>TERM EXPIRES</u>
Josh Jorgensen 2321 Riter Street Wenatchee, WA 98801	January 1, 2024	December 31, 2027
Rani Sampson 1118 Monroe Street Wenatchee, WA 98801	January 1, 2024	December 31, 2027
Ruby Gaston 1721 S. Methow Street Wenatchee, WA 98801	January 1, 2024	December 31, 2027

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

ADOPTED by the City Council of the City of Wenatchee, Washington, this 7th day of December, 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

RESOLUTION NO. 2023-32

A RESOLUTION, of the City of Wenatchee, Washington reappointing one voting member to the Historic Preservation Board.

WHEREAS, the City of Wenatchee has created a Historic Preservation Board (“Board”) with powers and duties as stated in Chapter 2.36 of the Wenatchee City Code; and

WHEREAS, Mark Seman currently serves as a member on the Board wherein his appointment expires on December 31, 2023; and

WHEREAS, Mr. Seman has expressed a desire to be reappointed for an additional 3-year term on the Board; and

WHEREAS, Mr. Seman qualifies to serve on the Board; and

WHEREAS, the Department of Community Development is the “responsible department,” as that term is used in Resolution 2009-34, for the Board; and

WHEREAS, the Director of the Department of Community Development recommends that Mr. Seman be reappointed 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 reappointment to the Historic Preservation Board with a term as stated below:

NAME and ADDRESS

Mark Seman
1111 Okanogan Ave.
Wenatchee, WA 98801

TERM BEGINS

January 1, 2024

TERM EXPIRES

December 31, 2026

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

ADOPTED by the City Council of the City of Wenatchee, Washington, this 7th day of December, 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

RESOLUTION NO. 2023-33

A RESOLUTION, of the City of Wenatchee, Washington reappointing one voting member to the Code Enforcement Board.

WHEREAS, the City of Wenatchee has created a Code Enforcement Board (“Board”) with powers and duties as stated in Chapter 2.10 of the Wenatchee City Code; and

WHEREAS, Emilka Furmanczyk currently serves as a member on the Board wherein her appointment expires on December 31, 2023; and

WHEREAS, Ms. Furmanczyk has expressed a desire to be reappointed for an additional 2-year term on the Board; and

WHEREAS, Ms. Furmanczyk qualifies to serve on the Board; and

WHEREAS, the Department of Community Development is the “responsible department,” as that term is used in Resolution 2009-34, for the Board; and

WHEREAS, the Director of the Department of Community Development recommends that Ms. Furmanczyk be reappointed 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 reappointment to the Code Enforcement Board with a term as stated below:

<u>NAME and ADDRESS</u>	<u>TERM BEGINS</u>	<u>TERM EXPIRES</u>
Emilka Furmanczyk 1044 Surry Road Wenatchee, WA 98801	January 1, 2024	December 31, 2025

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

ADOPTED by the City Council of the City of Wenatchee, Washington, this 7th day of December, 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



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Laura Gloria, City Administrator
Mayor's Office

MEETING DATE: December 7, 2023

I. SUBJECT

Amendment 1 to Purchase and Sale Agreement between City of Wenatchee and Washington Department State of Transportation (WSDOT) regarding North Wenatchee Avenue Parcel B

II. ACTION REQUESTED

Motion for the City Council to approve Amendment 1 to the Purchase and Sale Agreement between the City of Wenatchee and WSDOT and authorize the City Administrator's signature

III. OVERVIEW

In August of 2019, the City Council approved a Purchase and Sale Agreement (PSA) with WSDOT to purchase soon to be vacated property along North Wenatchee Avenue. The purpose of the City's purchase was to redevelop the area consistent with the North Wenatchee Master Plan. The PSA including the purchase of the following parcels:

- Parcel A is 5.69 acres and adjoins North Wenatchee Avenue
- Parcel B is 1.28 acres and is located along the railroad tracks

Parcel B currently has environmental contamination resulting from past WSDOT use and was to be retained by WSDOT until such time that environmental cleanup could be completed; the transaction would close once WSDOT produced a No Further Action letter for the site remediation. The purchase price for Parcel B was set in the amount of \$667,000 plus CPI inflation. WSDOT began remediation on the property shortly after the PSA was executed and continues to perform this work with an expected completion date of 18 months or more. The City negotiated Amendment 1 to the PSA to allow the transaction to close now to avoid future CPI increases on the purchase price while the remediation work is completed. The current purchase price has escalated to \$799,266.10. Amendment 1 still requires WSDOT to complete the remediation work. WSDOT will reserve an easement on the property which will terminate when the work is complete.

IV. FISCAL IMPACT

The city has budgeted for the anticipated purchase price in the approved 2024 Final Budget. The proposed amendment will save the city future funds attributed to the CPI increases.

VI. REFERENCE(S)

1. Amendment 1 to the Purchase and Sale Agreement

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Brad Posenjak, Finance Director

AMENDMENT 1 to
REAL PROPERTY PURCHASE AND SALE AGREEMENT

This Amendment 1 to the Real Property Purchase and Sale Agreement (Amendment) is made and entered into as of this _____ day of _____, 20_____, by and between STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, (hereinafter “Seller”) and the CITY OF WENATCHEE, a Washington municipal corporation (hereinafter “Purchaser”).

RECITALS

WHEREAS, Seller and Purchaser entered into a Real Property Purchase and Sale Agreement on August 26th, 2019 (hereinafter the “PSA”); and

WHEREAS, the PSA provided that the Closing of Parcel B would occur “within sixty (60) days of Seller’s written notice to Purchaser that Seller has received a “No Further Action” letter from the Washington State Department of Ecology” in order to allow Seller time to remediate certain contamination on Parcel B before conveying Parcel B to Purchaser.

WHEREAS, despite Seller’s diligent efforts, further remediation work is required on Parcel B that is anticipated to take up to 18 months or more.

WHEREAS, Purchaser has requested that Seller convey title to Parcel B prior to receipt of a “No Further Action” letter from the Washington State Department of Ecology.

WHEREAS, Seller is willing to convey Parcel B to Purchaser prior to the completion of the remediation work provided that Purchaser’s use of Parcel B after closing does not interfere with the remediation work.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties amend the Real Property Purchase and Sale Agreement as follows:

1. ARTICLE IV, Section 4.6 is deleted in its entirety and replaced with the following:

The closing of Parcel B shall be completed by Escrow within sixty (60) days of the date of this Amendment 1 to the PSA. Purchaser shall pay Seller the Parcel B Purchase Price by city warrant. Upon receipt of the Parcel B Purchase Price,

Seller shall deliver to Purchaser a Quitclaim Deed to Parcel B duly executed and acknowledged by Seller, together with a duly signed real estate excise tax affidavit. If Purchaser fails to close as set forth herein, the terms of the Real Property Purchase and Sale Agreement and this Amendment shall terminate as to Parcel B.

2. ARTICLE III, Section 3.2 is deleted in its entirety and replaced with the following:

Title to Parcel B. *Title to Parcel B shall be conveyed by Seller to Purchaser in fee simple by Quitclaim Deed, subject to (1) all existing encumbrances, including easements, restrictions and reservations, if any, and to (2) to an exclusive easement reserved by Seller over, under, and across the entirety of Parcel B reserving Seller's exclusive use of Parcel B for the purposes of completing the remediation work required under Washington State Department of Ecology file VCP Project No.CE0496, which easement shall automatically terminate upon receipt of a "No Further Action" letter from the Washington State Department of Ecology. Seller's obligation to complete the remediation work shall survive closing. The Quitclaim Deed shall be in substantially the same form as set forth in Exhibit C-1, which is incorporated herein by this reference.*

3. Exhibit C to the Purchase and Sale Agreement is deleted in its entirety and replaced with the Quitclaim Deed attached hereto as Exhibit C-1.

WHEREAS, The purchase price for Parcel B of the Property ("Parcel B Purchase Price") shall be SIX HUNDRED SIXTY SEVEN AND 00/100 Dollars (\$667,000.00), subject to an adjustment based on the percentage change that occurred in the U.S. Consumer Price Index for All Urban Consumers (U.S. CPI-U), using the data as published by the United States Department of Labor's Bureau of Labor Statistics, for the period of time from the date of conveyance of Parcel A to the date of conveyance of Parcel B.

Purchaser and Seller acknowledge that based on the U.S. Consumer Price Index for all Urban Consumers (U.S. CPU-U) as of November 21, 2023, the Purchase price for Parcel B is SEVEN HUNDRED NINTY NINE THOUSAND TWO HUNDRED SIXTY SIX AND 10/100 DOLLARS (\$799,266.10). Purchaser and Seller acknowledge that purchase price is subject to adjustments based on the percentage change that occurs in the U.S. CPI-U, using the data as published by the United States Department of Labor's Bureau of Labor Statistics for the period of time between November 21, 2023 and the closing date that the sales price will also adjust based on CPI-U adjustments.

Except as herein amended, the Real Property Purchase and Sale Agreement and its terms and provisions shall remain in full force and effect and unchanged by this instrument.

IN WITNESS WHEREOF, the parties have executed this amendment as of the day and year first above written.

State of Washington, Department of Transportation

By: _____

Date : _____

Title: _____

City of Wenatchee

By: _____

Date: _____

Title: _____



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Matt Parsons, Senior Planner
Community Development Department

MEETING DATE: December 7, 2023

I. **SUBJECT**

Proposed amendments to Titles 10 and 11 of the Wenatchee City Code, the City of Wenatchee Capital Facilities Plan, the Wenatchee Urban Area Comprehensive Plan, and the Official Zoning Map including zone change applications under file numbers CPRZ-23-01 and CPRZ-23-02.

II. **ACTION REQUESTED**

Motion requested to:

- Conduct a Public Hearing on all of the requested actions listed below.
- The City Council to adopt Ordinance 2023-25, amending Wenatchee City Code Title 10 Zoning.
- The City Council to adopt Ordinance 2023-26, amending Wenatchee City Code Chapter 11.04 Subdivision General Provisions.
- The City Council to adopt Ordinance 2023-27, amending the official zoning map of the City of Wenatchee.
- The City Council to pass Resolution 2023-34, amending and restating the City of Wenatchee Capital Facilities Plan.
- The City Council to pass Resolution 2023-35, amending the Wenatchee Urban Area Comprehensive Plan Land Use Map.
- The City Council to pass Resolution 2023-36, amending the Wenatchee Urban Area Comprehensive Plan.

III. **OVERVIEW**

The Planning Commission conducted a public hearing November 15, 2023 on the proposed amendments to Titles 10 and 11 of the Wenatchee City Code, the Capital Facilities Plan, the Wenatchee Urban Area Comprehensive Plan, and the Official Zoning Map. After discussing the various proposals, they unanimously passed a series of motions recommending that the City Council approve all of the materials included in their packet based on the included findings of fact and conclusions of law. The ordinances and resolutions included with this agenda report reflect the Planning Commission's recommendation and findings. An analysis of the proposed amendments can be found in the staff report.

The proposed amendments to the Zoning Map and Comprehensive Plan Land Use Map are being proposed in response to two applications for zone change from the affected property

owners which were assigned file numbers CPRZ-23-01 and CPRZ-23-02. The application materials and maps depicting the proposed changes are attached.

No agency or public comments have been received as of the date of this agenda report.

IV. FISCAL IMPACT

The fiscal impact of the code, comprehensive plan, and zoning map amendments have not been analyzed. For the amendments to the capital facilities plan, see the document for financial impact analysis of the plan and its implementation.

V. PROPOSED PROJECT SCHEDULE

The resolutions will go into effect immediately. The ordinances will go into effect 30 days after publication.

VI. REFERENCE(S)

1. Staff Report without exhibits
2. Map documenting proposed change to the Official Zoning map and the Comprehensive Plan Land Use Map proposed in CPRZ-23-01
3. CPRZ-23-01 – application materials
4. Map documenting proposed change to the Official Zoning map and the Comprehensive Plan Land Use Map proposed in CPRZ-23-02
5. CPRZ-23-02 – application materials
6. Ordinance 2023-25
7. Ordinance 2023-26
8. Ordinance 2023-27
9. Resolution 2023-34
10. Resolution 2023-35
11. Resolution 2023-36

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Laura Gloria, City Administrator
Brad Posenjak, Finance Director
Glen DeVries, Community Development Director
Rob Jammerman, Public Works Director

TO: City of Wenatchee Planning Commission
FROM: City of Wenatchee Community Development Staff
DATE: November 8, 2023
RE: Staff Report - Annual Updates to Title 10 and 11 of the Wenatchee City Code, the Wenatchee Urban Area Comprehensive Plan, the City of Wenatchee Capital Facilities Plan, and Zoning Map and Comprehensive Plan Land Use Map changes under file numbers CPRZ-23-01 and CPRZ-23-02.

I. REQUESTED ACTIONS

Conduct a public hearing and formulate a recommendation to the City Council on the proposed amendments to the Wenatchee Urban Area Comprehensive Plan, City of Wenatchee Capital Facilities Plan, the Wenatchee City Code, and the Official Zoning Map; specifically:

- Title 10 of the Wenatchee City Code related to the district use chart designation for “Parking Facility”; the development standards charts related to sidewalk widths; and to the sign code related to sign illumination.
- Title 11 Subdivisions of the Wenatchee City Code related to applicability of the subdivision code.
- Wenatchee Urban Area Comprehensive Plan related to the “Relationship to other Plans and Studies” Section, and the “Parks, Recreation, and Open Space” Element.
- Annual amendments to the City of Wenatchee Capital Facilities Plan.
- Amendment to the Wenatchee Urban Area Comprehensive Plan Land Use Map and Official Zoning Map related to a zone change being reviewed under file number CPRZ-23-01 and proposed by Chaun Birks on behalf of April Smith (formerly Smith 6 LLC), the owner of the affected property located at 326 N Miller St.
- Amendment to the Wenatchee Urban Area Comprehensive Plan Land Use Map and Official Zoning Map related to a zone change being reviewed under file number CPRZ-23-02 and proposed by John and Vanessa Donaghy, the owners of the affected property located at 404 N Western Ave.

II. ENVIRONMENTAL REVIEW

The City of Wenatchee has determined the various proposed amendments to the Wenatchee City Code, City of Wenatchee Capital Facilities Plan, the Wenatchee Urban Area Comprehensive Plan, and the Official Zoning Map will not have probable significant adverse impacts on the environment. The City of Wenatchee has issued determinations of non-significance (DNS) for the amendments proposed in CPRZ-23-01, CPRZ-23-02, and for all of the remaining proposed amendments. Notice of the environmental determination for the proposed amendments was made on October 4, 2023.

III. PUBLIC PROCESS

- The Planning Commission conducted workshops on parts of the proposed revisions on June 21, 2023; September 20, 2023; and October 18, 2023.
- The proposed amendments, environmental documents, and meeting information (including public hearings) have been posted on the City of Wenatchee website during the public comment and environmental review periods.
- Notice of the proposed amendments, environmental determination, and public hearing information was published in the Wenatchee World Newspaper on October 4, 2023.
- Notices of the environmental determinations for all of the proposed amendments were sent to the Department of Ecology SEPA Register on October 4, 2023. Additional notice was provided to local and regional agencies for the 60-day review and comment period/environmental determinations.
- Formal notice was provided to the Washington State Department of Commerce of the intent to adopt the proposed amendments and initiation of the 60-day review and comment period on October 4, 2023.
- On October 23, 2023 a notice of application and public hearing for CPRZ-23-01 was posted at 326 N Miller St and also mailed to the owners of properties within 350 feet of the proposed location of the zone change as shown on the records of the county assessor.
- On October 23, 2023 a notice of application and public hearing for CPRZ-23-02 was posted at 3404 N Western Ave and also mailed to the owners of properties within 350 feet of the proposed location of the zone change as shown on the records of the county assessor.
- On November 15, 2023, the City of Wenatchee Planning Commission conducted an advertised public hearing on the proposed amendments.

IV. AGENCY AND PUBLIC COMMENTS:

As of the beginning of business on the date of this staff report, no agency or public comments have been received.

V. PROJECT ANALYSIS

An analysis, summary, and recommendations for the proposed amendments identified as A-F are provided below. Please refer to Exhibits A-F for each proposed amendment. Suggested findings of fact and conclusions of law applicable to the proposals are included at the end of the staff report.

A. Amendments to Title 10 of the Wenatchee City Code related to the district use chart designation for “Parking Facility”; the development standards charts related to sidewalk widths; and to the sign code related to sign illumination.

Amendments to Section 10.10.020 District Use Chart:

- Parking facilities – the proposed amendments would allow standalone parking lots to occupy grade level commercial street frontage in the Waterfront Pedestrian Overlay (PO) and Residential Recreation Overlay (RRO). The proposed change is from

the “C1” designation in the district use chart to the “C” designation. “C” stands for “Conditional Use” while C1 stands for “Conditional use, not to occupy grade level commercial street frontage”. Parking facilities are already “C” in the Waterfront Mixed Use (WMU). The current format requires another use to be established or proposed at the street frontage before a conditional use permit could be issued for a stand-alone parking lot.

It should be noted that these proposed amendments do not change the standard to locate a parking lot associated with a development behind or to the side of a structure. Subsection WCC10.60.030(7) states:

“Except where otherwise provided by this title, off-street parking for new construction, including additions, must be within fully enclosed structures or located behind or to the side of buildings. Exceptions to this standard may be granted by the director, if site infeasibility can be demonstrated. Single-family residences and duplexes shall comply with WCC 10.48.120.”

Similarly, the proposed amendments do not change the landscaping standards that apply to parking lots containing 6 or more spaces found in Section 10.62.140 WCC which includes a street front landscaping requirement in addition to the other requirements for the interior of parking lots.

Amendments to Chapter 10.46 Development Standards Chart:

- The current minimum sidewalk width in the Central Business District is 12 feet. This update proposes to modify this to 10 feet to be more consistent with existing sidewalks in the district. Many buildings in the Central Business District are built on the lot line and have existing 10-foot sidewalks. This amendment aims to update the minimum sidewalk width to align better with existing conditions.
- The city is also proposing that sidewalks in a portion of the South Wenatchee Business District, south of Terminal Ave, be reduced from the standard of 10 feet to 5 feet. This is a small, isolated section of this zone that is not connected to the Downtown core nor does it contain pedestrian generators.

Amendments to Section 10.50.060 Sign illumination-Digital message signs:

- The proposed amendment to Table 10.50.060 regarding Digital message signs would allow this type of sign in the Historic/Entertainment Overlay (HEO) where they are currently not permitted. The motivation behind this city sponsored amendment is that the pole sign for the Convention Center and Numerical PAC will need to be removed during the construction of the Convention Center expansion. The pole sign would not be permitted to be reinstalled and under current code a new monument sign would not be permitted to have a digital message center. Staff sees value in a public asset like a convention center having a digital message center.

Below are some important details about the scope of the proposed change:

- Digital and changeable copy signs are only permitted as monument or pole signs per WCC10.50.110 (new pole signs are not permitted in HEO).
- Monument signs are currently allowed in the HEO.
- No building-mounted sign copy area may be used for digital signs.

- New monument and pole signs must be located 5 feet back from property lines, right-of-way lines, and private drives per WCC10.50.080(1).

If this amendment is approved, new monument signs with a digital message center would only be permitted on lots where there is enough room to fit a monument sign between the building and the right-of-way line.

Staff recommends **Approval** of the proposed amendments to Title 10 of the Wenatchee City Code based upon the suggested findings of fact and conclusions of law enclosed at the conclusion of the staff report.

B. Amendments to Title 11 Subdivisions of the Wenatchee City Code related to applicability of the subdivision code.

The Public Works Department has proposed an amendment to the applicability section in the subdivision code to extend the city street and fire protection standards identified in Title 11 Subdivisions and Title 7 Streets and Sidewalks to all development authorized by city code under Titles 2 Buildings and 10 Zoning.

Staff recommends **Approval** of the proposed amendments to Section 11.04.010 and of the Wenatchee City Code, based upon the suggested findings of fact and conclusions of law enclosed at the conclusion of the staff report.

C. Amendments to the Wenatchee Urban Area Comprehensive Plan related to the “Relationship to other Plans and Studies” Section, and the “Parks, Recreation, and Open Space” Element.

On October 12, 2023, the Wenatchee City Council passed Resolution 2023-25 approving the 2024-2030 Parks, Recreation, and Open Space Comprehensive Plan (PROS plan). The Parks, Recreation, and Cultural Services Department has been working through their own public process in the update of the PROS plan since the beginning of this year. The Arts, Recreation, and Parks Commission reviewed the proposed draft of the PROS plan on September 19 and made a recommendation to the City Council regarding the adoption of the plan. The PROS plan had been reviewed and received preliminary approval from the State at the time of adoption.

The PROS plan went through its own public process during the development of this update including the following:

- A community survey was made available from February 24 to March 24, 2023.
- Workshops with the Arts, Recreation, and Parks Commission between January to September 2023.
- Workshop with the City Council in March 2023.
- Reference to many other adopted plans and planning efforts.

Amendments include the following:

- The proposed amendments to the “Relationship to other Plans & Studies” section of the Comprehensive Plan would acknowledge the new plan as being adopted as part of the Wenatchee Urban Area Comprehensive Plan.
- The proposed amendment to the Parks, Recreation, and Open Space Element are meant to align with the updated PROS plan. The most significant being the replacement of all existing goals and policies with the new goals and policies from the PROS plan. The other amendments are mostly just technical updates to the tables, figures, and minor changes to the text to reflect the newer documents and updated figures. For the goals and policies, you will notice that they are not replaced on a one for one basis but rather as a whole. The reason is that while some of them line up as equivalent goals or policies, most are not. The organization of the goals and policies is different so it is better to look at the old and new sets of goals and policies as a whole. For additional context into the goals and policies see Section 5.4 of the PROS plan where you will find Goals, Objectives, and Strategic Actions.

Staff recommends **Approval** of the proposed amendments to the Wenatchee Urban Area Comprehensive Plan, based upon the suggested findings of fact and conclusions of law enclosed at the conclusion of the staff report.

D. Annual amendments to the City of Wenatchee Capital Facilities Plan.

The Washington State Growth Management Act, RCW 36.70A establishes that the frequency of amendments for local comprehensive plans is limited to one annual amendment process, with certain exceptions. The updating of a jurisdiction's capital facility plan may occur at a separate time than a local comprehensive plan amendment process in order to more closely align with a local jurisdiction's annual budget adoption process. In this situation, this proposed update to the capital facilities plan is being reviewed at the same time as the annual update to the Wenatchee Urban Area Comprehensive Plan.

The City of Wenatchee has the lead role for the development of comprehensive plans and implementing development regulations in all parts of the City of Wenatchee Urban Growth Area south of the Wenatchee River and all incorporated areas north of the Wenatchee River.

COUNTYWIDE PLANNING POLICIES

The January 2005 Interlocal Cooperative Agreement between Chelan County and the City of Wenatchee, reiterates the commitment in the 1997 Memorandum of Understanding between the cities in Chelan County and Chelan County for the City of Wenatchee to take the lead in the development of plans and development regulations to the South of the Wenatchee River. The memorandum and interlocal agreement establish in more detail commitments between jurisdictions to implement County Wide Planning Policies. The City of Wenatchee has forwarded the proposed Capital Facility Plan amendments to Chelan County for comment

during the 60-day review and comment period.

The following Countywide Planning Policies are applicable to the proposed amendments:

POLICY 2: POLICIES FOR PROMOTING CONTIGUOUS AND ORDERLY DEVELOPMENT AND THE PROVISIONS OF URBAN GOVERNMENTAL SERVICES TO SUCH DEVELOPMENT.

- II. Policies and procedures for establishing and monitoring level of service standards.
 - A. Existing level of service standards will be evaluated by each jurisdiction and locally acceptable level of service standards will be developed in each comprehensive plan area.
 - B. Level of service standards may differ between service areas within a given jurisdiction.
 - C. Level of service standards should be coordinated at the interface between adjacent jurisdictions.
 - D. Annual review of current levels of service and capital facilities will be made by jurisdictions.

POLICY 8: AN ANALYSIS OF FISCAL IMPACT

- I. Each jurisdiction's Capital Facilities Plan should provide:
 - A. A plan for cooperation between public and private sectors to insure coordination of capital improvements with emphasis on the efficient provision of service at adopted levels concurrent with the demand for such service.
 - B. An inventory of existing capital facilities including locations and capacities of capital facilities.
 - C. An assessment of future needs for such capital facilities including:
 - i. The proposed locations, capacities, and costs of expanded or new facilities
 - ii. At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes; and
 - iii. A requirement to reassess the land use element if probable funding falls short of meeting existing needs to insure consistency between the land use plan, the capital facilities plan

CITY OF WENATCHEE URBAN AREA COMPREHENSIVE PLAN

TRANSPORTATION ELEMENT

SYSTEM MAINTENANCE & SAFETY – Promote the safe and efficient operation of Wenatchee's multimodal transportation system.

Policy 1: Continue implementing the transportation preservation and maintenance program that improves safety and prolongs the service life of facilities by making use of street overlaying, crack sealing, and grinding.

Goal 7: Improvements – Continue to pursue sufficient funding for improving, maintaining, and expanding a comprehensive transportation network.

Policy 1: Seek adequate funding for the operation of the Street Overlay Program.

Policy 2: Fund strategic transportation investments prioritized by each project’s anticipated long-term impact to capacity levels and consistency with city policies.

COMMUNITY DESIGN

GATEWAYS -- Improve the visual appeal and navigability of Wenatchee by enhancing gateways into the city, its districts and neighborhoods.

Policy 1: Develop visually attractive and identifiable gateways at primary entrances to the city using a combination of streetscape, signage, and building orientation to create memorable community entries.

CORRIDORS – Develop appealing and efficient residential, mixed-use, and commercial corridors.

Policy 1: Create an overall sense of place along corridors by concentrating development in districts and discouraging new strip commercial development.

PUBLIC FACILITIES AND SERVICES ELEMENT

WATER – Undertake comprehensive efforts to coordinate, conserve and ensure adequate water supplies for growth.

Policy 1: Through cooperation with the regional partners, the city shall ensure that domestic water is adequate to serve the needs of the urban area before extension into rural areas of Chelan and Douglas Counties.

Policy 2: The city should review the feasibility and options of acquiring the water system within the urban area from Chelan County P.U.D..

Policy 3: The city should promote conservation of water.

Policy 4: Ensure the adequacy and availability of the water system for new development, including fire flow standards.

SANITARY SEWER – Provide sanitary sewer service to the urban area.

Policy 1: Maintain and update the sanitary sewer collection and treatment system.

Policy 2: Develop strategies for extension of the sanitary sewer collection system into the urban area, including Sunnyslope.

Policy 3: Monitor and expand the treatment capacity of the plant in advance of reaching critical capacities in accordance with the Department of Ecology planning requirements.

STORM WATER – Provide storm water collection systems within the urban area.

Policy 1: Continue to develop and maintain a city-wide, user-supported storm water operation, maintenance and improvement program.

CONCURRENCY – Ensure that public facilities and services necessary to support development are adequate without decreasing current service levels below locally established minimum standards.

Policy 1: Reassess the Land Use Element if probable funding falls short of meeting existing needs or any other indication that capital facilities planning is not adequate to meet demand.

Policy 2: Ensure that the City’s Plan doesn’t directly or indirectly preclude the siting of essential public facilities. Provisions should be maintained that establish a general use category which will provide for the siting of such facilities, when the occasion should arise.

Policy 3: The definition of essential public facilities shall be consistent with Chelan County’s County-wide Planning Policies.

An analysis, summary and recommendations for the proposed amendment to the Capital Facilities Plan are provided below. Please refer to Exhibit D for the complete text of the proposed amendment. Suggested findings of fact and conclusions of law are included at the end of the staff report applicable to the proposals.

The annual update of the City of Wenatchee Capital Facilities Plan, 2024-2029.

Proposed changes include:

Directors of the departments within the city have updated their 6-year projects lists extending through 2029, with potential funding sources identified in a 6-year financing plan. Text descriptions of these projects and associated tables with timing and funding sources have been identified. Projects identified in the first year of the plan are to be consistent with the adopted city budget.

Applicable provisions of the Growth Management Act

On a yearly basis, the City of Wenatchee has an obligation to make sure that capital facility expenditures listed in the City budget have been identified in the city's capital facility plan. Typically, this yearly review to verify consistency and make modifications to the capital facility plan occurs during the same time frame as the development and adoption of the city's budget in the fall. Amendment of the city’s capital facility plan to coincide with the city budget can be separate from and in addition to the yearly amendment process of the city comprehensive plan.

The importance of doing yearly updates coinciding with city budget adoptions is highlighted by the requirement that jurisdictions’ expenditures on capital facilities must conform with the comprehensive plan. “RCW36.70A.120 Planning activities and capital budget decisions- Implementation in conformity with comprehensive plan. Each county and city that is required or

chooses to plan under RCW 36.70A.040 shall perform its activities and make capital budget decisions in conformity with its comprehensive plan.”

Applicable provisions of the Washington Administrative Code, yearly capital facility plan updates

The City of Wenatchee Capital Facility Plan provides an inventory of existing facilities, a forecast of future needs and a 6-year financing plan for facilities within that time frame. Updates occur to the capital facility plan on at least a biennial basis, as identified in WAC 365-196-415(2)(c)(ii), *“The six-year plan should be updated at least biennially so financial planning remains sufficiently ahead of the present for concurrency to be evaluated. Such an update of the capital facilities element may be integrated with the county’s or city’s annual budget process for capital facilities.”*

Consistency review

- Draft changes to the capital facility plan are consistent with the draft 2024 city budget. The process of amending the capital facility plan in concert with the city’s budget for 2024 is consistent with the requirements of GMA to ensure that capital budget decisions are in conformity with the city’s comprehensive plan. Proposed changes consider city facility and service obligations, available resources, and propose amendments to best utilize those fiscal resources.

Staff recommends **Approval** of the proposed amendments to the City of Wenatchee Capital Facilities Plan, based upon the suggested findings of fact and conclusions of law enclosed at the conclusion of the staff report.

E. Amendment to the Wenatchee Urban Area Comprehensive Plan Land Use Map and Official Zoning Map related to a zone change being reviewed under file number CPRZ-23-01 and proposed by Chaun Birks on behalf of April Smith (formerly Smith 6 LLC) the owner of the affected property located at 326 N Miller St.

The Community Development Department received an application for a Comprehensive Plan/Zone Change Amendment from Chaun Birks on behalf of April Smith (formerly Smith 6 LLC). The proposal is for one parcel located at 326 N Miller St to have their comprehensive plan land use map and zoning map designation changed from Residential High (RH) and Mixed Residential Corridor (MRC) to North Wenatchee Business District (NWBD). The parcel number is 222004410300.

The property is currently developed with a structure that was originally a single-family home. The structure was converted to a commercial space without permits to serve as a counseling office around 2006. If the zone change is approved, the property owner will still need to acquire building permits and a business license to legally establish the use. Under the current zoning designation, “Personal Services” is a permitted use (WCC10.10) when part of a

“Corridor Mixed Use Project” (WCC10.40.070(4)). Under the proposed zoning designation, personal services would be a permitted use.

The applicant is applying for this zone change because they want to legally establish the commercial use but under the current zoning, 50% of the floor area would need to be residential (WCC10.40.070(4)(d)). The zone change would allow for a set of standards that work better for the applicant.

Background on North Wenatchee Business District:

A description of the purpose of the North Wenatchee Business District can be found in WCC10.26.005 “Purpose” where it describes the purpose of the NWBD Districts as follows:

The NWBD land use classification is intended for areas suitable for the full range of office, service, and retail uses and residential dwelling units meeting specific design requirements. Some light manufacturing may be appropriate when consistent with design and residential requirements. The development of pedestrian destinations and improved public spaces is a goal of the NWBD.

Similarly, the Comprehensive Plan has the following description of the NWBD in the Implementation Table in the Land Use Element (page 37):

District	Primary Uses	General Development Standards
<p>North Wenatchee Business District</p>	<p>Primary Uses:</p> <ul style="list-style-type: none"> ▪ Full range of office, service, and retail uses ▪ Residential <p>Secondary Uses:</p> <ul style="list-style-type: none"> ▪ Light manufacturing 	<ul style="list-style-type: none"> ▪ Height: 90ft ▪ Landscaping and signs ▪ Access control ▪ Develop pedestrian destination or orientation ▪ Work on entrance and gateway improvements (landscaping, signage, public art, etc.) ▪ Design controls for ground floor residential uses

Site suitability

The site is graded flat in an area that is gently sloping. It is located on a minor arterial and is adjacent to the North Wenatchee Business District to the north.

Development Standard Comparison

The current underlying zoning district, Residential High (RH), is the highest intensity residential zone. It allows the full range of residential uses and the MRC overlay allows options for certain commercial uses if specific standards are met. The maximum building height in the current zoning designation is 60ft. The proposed zoning designation would increase the maximum building height to 90ft. Given the size of the lot, it is improbable that either maximum building

height would be realized even if the site were fully redeveloped. The RH zone has a maximum of 40-units per acre and the NWBD has no maximum density. The MRC allows a narrow range of commercial uses, that are meant to be compatible with the surrounding residential areas. The NWBD allows a full range of commercial uses and several options for residential uses including in a mixed-use format.

Comprehensive Plan Analysis:

- Goal 3 Policy 4 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “In the 2006 comprehensive plan update process, a number of arterial corridor overlay designations were established. These designations often do not follow property boundaries and provide multiple layers of standards that apply to projects. Review these designations, standards, and development which has occurred since initial adoption to identify opportunities to facilitate and improve the implementation of desired corridor development.”
- Goal 3 Policy 5 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “Evaluate and determine which overlay districts could transition to new or revised zoning districts in order to provide greater clarity and effective implementation of desired outcomes.”
- Goal 17 Policy 5 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “Overlay zoning districts have been an effective tool for the city to implement new policy directives. These districts should now be reviewed to examine their effectiveness and opportunities where appropriate to transition any of the overlay districts with their underlying zoning layer into distinct separate zoning districts.”

While there is support in the comprehensive plan to convert parcels in the MRC overlay to other mixed use or commercial designations, the idea is for a comprehensive effort rather than parcel by parcel. Also, the idea would be to convert zoning to relatively comparable designations, which NWBD is not. In this situation, the Residential Mixed Use (RMU) zoning designation, would be an example of a comparable designation however, the RMU is not directly adjacent and also that is not what the applicant applied for.

- Goal 4 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “CORRIDORS – Develop appealing and efficient residential, mixed-use, and commercial corridors.”
- Goal 4 Policy 3 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “Mitigate the impact of increased traffic and higher densities along corridors through streetscape enhancements including pedestrian scaled lighting, trees, landscaped medians, planter strips, and street furniture.”
- Goal 4 Policy 4 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “Ensure design and use compatibility of new corridor development with adjacent residential neighborhoods.”
- Goal 3 Policy 1 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “New services, conveniences, and/or gathering places will be supported in an existing neighborhood that lacks such facilities, provided they meet performance and

architectural standards respecting the neighborhood’s positive characteristics, level of activity, and parking and traffic conditions.”

The comprehensive plan does support change along arterial corridors but puts a priority on aesthetics and compatibility. It should be noted that while the NWBD does have design standards, they are distinct from those we have for arterial corridors running through residential areas. This zone change, if approved, would constitute a change in design standards and permitted uses for this one parcel.

Staff recommends **Approval** of the proposed amendments to the Wenatchee Urban Area Comprehensive Plan and the City of Wenatchee Official Zoning Map as proposed in CPRZ-23-01, based upon the suggested findings of fact and conclusions of law enclosed at the conclusion of the staff report.

F. Amendment to the Wenatchee Urban Area Comprehensive Plan Land Use Map and Official Zoning Map related to a zone change being reviewed under file number CPRZ-23-02 and proposed by John and Vanessa Donaghy the owner of the affected property located at 404 N Western Ave.

The Community Development Department received an application for a Comprehensive Plan/Zone Change Amendment from John and Vanessa Donaghy. The proposal is for one parcel located at 404 N Western Ave to have their comprehensive plan land use map and zoning map designation changed from Residential Moderate (RM) to Neighborhood Commercial (CN). The parcel number is 222005935160.

The property is currently developed with a structure that was originally a packing shed that over the years was modified to include agricultural housing space. Under the current zoning designation, residential uses are permitted but “General retail” is not a permitted use (WCC10.10). Under the proposed zoning designation, “general retail” and “mixed use building” are permitted uses.

The applicant is applying for this zone change because they want to bring the building up to current standards including a retail and meeting space on the main floor and also the two dwelling units also located in the structure.

Background on Neighborhood Commercial:

The Neighborhood Commercial zoning district is meant to provide small commercial nodes throughout otherwise residential portions of the city. The idea is to provide opportunities for basic goods and services a short distance from a given residence both for convenience and to reduce vehicle miles traveled. Great examples of this are located at 5th and Western and Cherry and Miller. A more detailed description of the purpose of the Neighborhood Commercial Zoning District can be found in WCC10.22.005 “Purpose” where it describes the purpose of the CN Districts as follows:

The neighborhood commercial (CN) land use classification is a district suited to small-scale retail and commercial activities and uses that offer retail convenience goods, professional and business services, and personal services for the daily needs of nearby residents. This district is designed to reduce vehicular traffic by providing convenient shopping and services. The allowed uses are intended to primarily serve the neighborhoods in close geographical proximity. The size of the neighborhood commercial area is in keeping with the scale of served neighborhoods and nearby uses. Architectural design, landscaping, construction materials, and buffering will be utilized to create a neighborhood commercial area that blends and harmonizes with the natural beauty of the surrounding valley and foothills. High-quality design and landscaping are used to make the area attractive, functional and to minimize impacts on nearby uses. Mixed uses and above ground-floor residential uses are encouraged and desirable.

Similarly, the Comprehensive Plan has the following description of the CN in the Implementation Table in the Land Use Element (page 37):

District	Primary Uses	General Development Standards
Neighborhood Commercial	<p>Primary Uses: Neighborhood services, such as banks, convenience store, bakery, coffee, book stores</p> <p>Secondary Uses: Residential uses</p>	<p>Neighborhood commercial zone intended to provide services at a neighborhood level</p> <p>Design controls for ground floor residential uses</p> <p>Height: 35ft</p>

Goal 6 Policy 4 in the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “Provide opportunities for expansion of existing or new neighborhood commercial areas to better serve neighborhoods.”

Site suitability

The site is flat or nearly flat with frontage on a principal arterial. It is bordered to the north and east by the Neighborhood Commercial District (CN).

Development Standard Comparison

The Neighborhood Commercial Zoning District is meant to be compatible with surrounding residential areas. The maximum building height is 35 feet for both CN and RM. Side setbacks are both 5 feet and when a CN lot abuts a residential zone on the rear property line, the rear setback of the adjacent residential zone applies per WCC10.46.080(3)(f). Lot coverage in RM is 55% and 50% for CN. CN allows a limited range of commercial and residential uses. Commercial spaces are limited to 10,000 Square Feet of floor area per WCC10.22.050(6) and commercial buildings are limited to a 30,000 square feet footprint per WCC10.22.050(7).

Staff recommends **Approval** of the proposed amendments to the Wenatchee Urban Area Comprehensive Plan and the City of Wenatchee Official Zoning Map as proposed in CPRZ-23-02,

based upon the suggested findings of fact and conclusions of law enclosed at the conclusion of the staff report.

SUGGESTED FINDINGS OF FACT AND CONCLUSIONS OF LAW

Suggested Findings of Fact:

General (applicable to all proposals in this staff report)

1. The City of Wenatchee has adopted the Wenatchee Urban Area Comprehensive Plan and a series of sub-area comprehensive plans pursuant to the Growth Management Act (GMA), RCW Chapter 36.70A, which cover the Wenatchee Urban Growth Area and all incorporated areas within the City of Wenatchee, that have been found to be consistent with each other and with the adopted GMA plans of the adjoining jurisdictions.
2. The City of Wenatchee Planning Commission is responsible for long-range planning matters and providing implementation recommendations to assure compliance with the Growth Management Act for the City of Wenatchee Urban Growth Area in coordination with Chelan County and within the incorporated boundaries of the City of Wenatchee. These measures include updates and amendments to the comprehensive plan; development regulations, environmental regulations, and any other rules, actions or regulations deemed necessary to implement the Growth Management Act.
3. RCW Chapters 36.70 and 36.70A authorize the adoption of development regulations.
4. The Planning Commission conducted workshops on parts of the proposed revisions on June 21, 2023; September 20, 2023; and October 18, 2023.
5. The City of Wenatchee issued a determination of non-significance on October 4, 2023 and provided copies of the environmental documents to the Department of Ecology SEPA Register for the amendments on the same day. Notice was also provided to local and regional agencies for the 60-day review and comment periods/environmental determinations.
6. Notice of the public 60-day review and comment period, environmental determination, and public hearing dates were published in the Wenatchee World on October 4, 2023.
7. On October 4, 2023 the City of Wenatchee and Chelan County provided joint notice to the Washington State Department of Commerce of the intent to adopt amendments to the Wenatchee Urban Area Comprehensive Plan, the official zoning map, the Wenatchee City Code, and the City of Wenatchee Capital Facilities Plan.
8. The amendments, environmental documents, and meeting information have been posted on the City of Wenatchee website during the public comment and environmental review periods.
9. On November 15, 2023, the City of Wenatchee Planning Commission conducted an advertised public hearing. The Planning Commission entered into the record the files on this amendment, accepted public testimony, and deliberated the merits of the proposal.
10. The City of Wenatchee Planning Commission has reviewed the entire record and public testimony as it relates to the proposed amendments to the Wenatchee City Code and the Wenatchee Urban Area Comprehensive Plan.

Title 10 Findings

1. The Planning Commission conducted workshops on parts of the proposed revisions on September 20, 2023; and October 18, 2023.
2. Goal 2 Policy 5 in the Community Design and Healthy Communities Element of the Wenatchee Urban Area Comprehensive Plan states: "Where feasible, in mixed use and commercial districts enhance sidewalk activity by requiring developers to site buildings close to the street, with parking located behind or to the side of buildings, and to include ground-floor façade treatments that generate pedestrian interest."
3. Goal 5 of the Transportation Element of the Wenatchee Urban Area Comprehensive Plan states: "Parking - Establish parking to be highly utilized, efficient, and safe, while promoting community appearance and alternative modes of transportation."
4. Goal 5 Policy 1 of the Transportation Element of the Wenatchee Urban Area Comprehensive Plan states: "Coordinate parking in a manner that supports and strengthens the unique character of existing and emerging districts and neighborhoods. Consider developing a parking matrix to establish varying parking requirements at the individual district level. Where appropriate, manage parking by defined area or district."
5. Goal 5 Policy 2 of the Transportation Element of the Wenatchee Urban Area Comprehensive Plan states: "Discourage private standalone surface parking lots; i.e. parking lots without a primary use. Encourage efficient structured parking that can be shared by multiple users."
6. Goal 5 Policy 5 of the Transportation Element of the Wenatchee Urban Area Comprehensive Plan states: "Adopt parking management strategies including better signage and enhanced pedestrian connections to optimize existing or new public parking facilities."
7. GOAL 6 TRANSPORTATION DEMAND MANAGEMENT (TDM) of the Transportation Element of the Wenatchee Urban Area Comprehensive Plan states: Modify individual travel behavior, optimize the use of existing road capacity, and encourage active forms of transportation to improve safety and efficiency, minimize environmental impacts, and promote socioeconomic benefits.
8. GOAL 6 Policy 1 of the Transportation Element of the Wenatchee Urban Area Comprehensive Plan states: "Adopt strategies including mixed land uses and parking/trip reduction policies that aim to maximize the efficiency of our existing transportation system."
9. Goal 6 Policy 6 of the Community Design and Health Communities Element of the Wenatchee Urban Area Comprehensive Plan states: "All signs and lighting (including for streets, buildings, parking areas, and signs) should be designed so that they perform their function without being unduly disruptive to the visual appeal of the area."
10. The current boundary of the Historic/Entertainment Overlay (HEO) includes several of the areas described in the Central Business District Subarea Plan which are illustrated in Figure 7 on page 7 of the subarea plan.
11. The guidelines in the Central Business District Subarea Plan for each portion of the Central Business District regarding signs include the following:
 - o Historic Core Overlay: "Signage should be pedestrian in scale and backlit signs and backlit awnings should be discouraged."

- Entertainment District Overlay: “Buildings should provide night time enhancement. Marquee signs with changeable letters and neon signs are encouraged.”
- NW and SW Downtown: “Internally lit signs prohibited”

Title 11 Findings

1. The Planning Commission conducted workshops on parts of the proposed revisions on October 18, 2023.
2. The city’s street standards are currently located in Title 11 Subdivisions.
3. The Public Works Department and Fire Code Official have identified a need for the street standards to apply to situations where Title 11 does not otherwise apply.
4. Goal 1 Policy 6 of the Transportation Element of the Wenatchee Urban Area Comprehensive Plan states: “Adopt a circulation plan and local street classification system that reflect each roadway’s role in the regional and local transportation network. Roadway standards should be based on the local classification system.”
5. Goal 1 Policy 7 of the Transportation Element of the Wenatchee Urban Area Comprehensive Plan states: “Proposed new circulation routes have been identified in the circulation plan. The specific location of these routes may be altered by the City Engineer in order to accomplish the intended circulation function. As development occurs which may benefit or contribute to circulation impacts in the area of new proposed circulation corridors, development must proportionately address transportation system impacts.”
6. Goal 1 Policy 8 of the Transportation Element of the Wenatchee Urban Area Comprehensive Plan states: “In addition to identified new circulation routes, transportation facility connectivity may necessitate the continuation of road systems to foster the long-range transportation goals and policies of the city. As development occurs, require the extension of dead-end streets which improve access and circulation.”
7. Goal 1 Policy 9 of the Transportation Element of the Wenatchee Urban Area Comprehensive Plan states: “Improve arterial streets by bringing them up to current standards; prioritize projects based on improvements to transportation circulation from neighborhoods to downtown and other commercial areas.”

Capital Facilities Plan

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

environmental regulations, and any other rules, actions or regulations deemed necessary to implement the Growth Management Act.

3. The goals and policies from the Wenatchee Urban Area Comprehensive Plan identified under Section V. Project Analysis of this staff report, are hereby incorporated as findings herein. These policies demonstrate consistency with the comprehensive plan and support the proposed amendments to the City of Wenatchee Capital Facilities Plan attached as Exhibit D to this staff report.
4. RCW 36.70A.120 establishes that, "Each county and city that is required or chooses to plan under RCW 36.70A.040 shall perform its activities and make capital budget decisions in conformity with it's comprehensive plan."
5. WAC 365-196-415(2)(c)(ii) establishes that, "*The six-year plan should be updated at least biennially so financial planning remains sufficiently ahead of the present for concurrency to be evaluated. Such an update of the capital facilities element may be integrated with the county's or city's annual budget process for capital facilities.*"

Comprehensive Plan Parks Element Findings

1. The Planning Commission conducted a workshop on parts of the proposed revisions on September 20, 2023; and October 18, 2023.
2. On October 12, 2023, the Wenatchee City Council passed Resolution 2023-25 approving the 2024-2030 Parks, Recreation, and Open Space Comprehensive Plan (PROS plan).
3. The Parks, Recreation, and Cultural Services Department conducted a community survey from February 24 to March 24, 2023.
4. The Parks, Recreation, and Cultural Services Department conducted workshops on the PROS plan update with the Arts, Recreation, and Parks Commission between January to September 2023 and also conducted a workshop with the City Council in March 2023.
5. The updated PROS plan references many other adopted plans and planning efforts.
6. The 2018-24 Parks, Recreation & Open Space Comprehensive Plan had been adopted by reference as part of the Wenatchee Urban Area Comprehensive Plan.
7. The proposed amendments to the Parks, Recreation, and Open Space Element align the Element to the updated PROS plan.

CPRZ-23-01 Findings

1. The Planning Commission conducted a workshop on parts of the proposed revisions on June 21, 2023 and October 18, 2023.
2. On October 23, 2023 a notice of application and public hearing was posted at 326 N Miller St and also mailed to the owners of properties within 350 feet of the proposed location of the zone change as shown on the records of the county assessor.
3. Notice of application and public hearing was published in the Wenatchee World Newspaper on October 4, 2023.
4. Goal 3 Policy 4 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: "In the 2006 comprehensive plan update process, a number of arterial corridor overlay designations were established. These designations often do not follow property boundaries and provide multiple layers of standards that apply to projects. Review these

designations, standards, and development which has occurred since initial adoption to identify opportunities to facilitate and improve the implementation of desired corridor development.”

5. Goal 3 Policy 5 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “Evaluate and determine which overlay districts could transition to new or revised zoning districts in order to provide greater clarity and effective implementation of desired outcomes.”
6. Goal 17 Policy 5 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “Overlay zoning districts have been an effective tool for the city to implement new policy directives. These districts should now be reviewed to examine their effectiveness and opportunities where appropriate to transition any of the overlay districts with their underlying zoning layer into distinct separate zoning districts.”
7. The proposed amendments under file number CPRZ-23-01 are not a comprehensive review of overlay designations but instead an isolated action.
8. Goal 4 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “CORRIDORS – Develop appealing and efficient residential, mixed-use, and commercial corridors.”
9. Goal 4 Policy 3 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “Mitigate the impact of increased traffic and higher densities along corridors through streetscape enhancements including pedestrian scaled lighting, trees, landscaped medians, planter strips, and street furniture.”
10. Goal 4 Policy 4 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “Ensure design and use compatibility of new corridor development with adjacent residential neighborhoods.”
11. Goal 3 Policy 1 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “New services, conveniences, and/or gathering places will be supported in an existing neighborhood that lacks such facilities, provided they meet performance and architectural standards respecting the neighborhood’s positive characteristics, level of activity, and parking and traffic conditions.”

CPRZ-23-02 Findings

1. The Planning Commission conducted a workshop on parts of the proposed revisions on June 21, 2023 and October 18, 2023.
2. Goal 6 Policy 4 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “Provide opportunities for expansion of existing or new neighborhood commercial areas to better serve neighborhoods.”
3. Goal 1 Policy 3 of the Urban Design and Healthy Communities Element of the Wenatchee Urban Area Comprehensive Plan states: “Protect the edges of neighborhoods and districts through compatible design and development standards, signage, and landscaping. Compatibility for site design and standards, is not taken as being similar or the same as, but instead is an approach at establishing clearly stated design guidelines and standards that provide a range of acceptable building types, massing and characteristics, sensitive to the interface of adjacent uses or districts.”

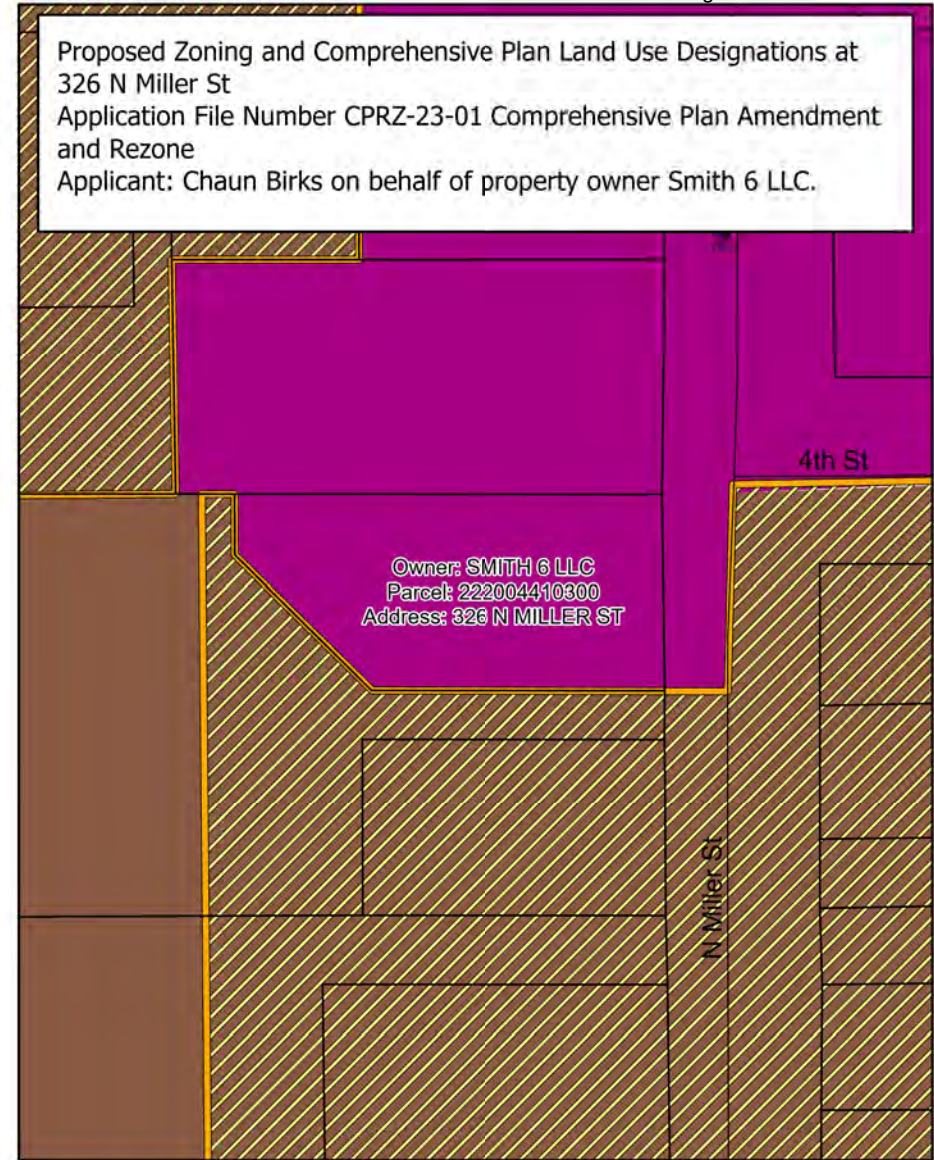
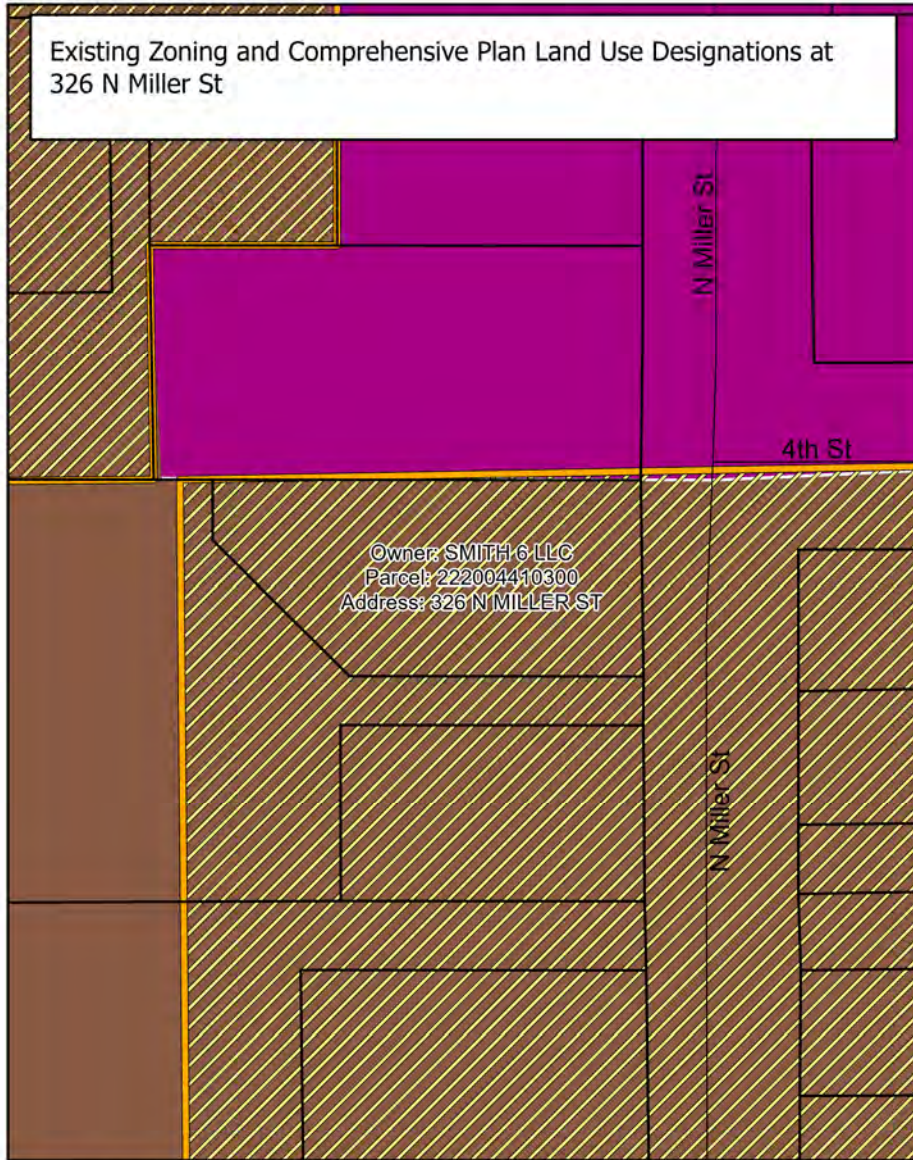
4. Goal 3 Policy 5 of the Community Design and Healthy Communities Element of the Wenatchee Urban Area Comprehensive Plan states: “Promote a mix of uses in neighborhood commercial centers using incentives that encourage appropriately scaled buildings with second floor offices or residences.”
5. Goal 3 Policy 1 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “New services, conveniences, and/or gathering places will be supported in an existing neighborhood that lacks such facilities, provided they meet performance and architectural standards respecting the neighborhood’s positive characteristics, level of activity, and parking and traffic conditions.”
6. On October 23, 2023 a notice of application and public hearing was posted at 404 N Western Ave and also mailed to the owners of properties within 350 feet of the proposed location of the zone change as shown on the records of the county assessor.
7. Notice of application and public hearing was published in the Wenatchee World Newspaper on October 4, 2023.

Suggested Conclusions of Law:

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

Attachments

- Exhibit A: Proposed Amendments to Title 10 of the Wenatchee City Code
- Exhibit B: Proposed Amendments to Title 11 of the Wenatchee City Code
- Exhibit C: Proposed Amendments to the Wenatchee Urban Area Comprehensive Plan
- Exhibit D: Proposed Amendments to the City of Wenatchee Capital Facilities Plan
- Exhibit E: Proposed Amendments to the Wenatchee Urban Area Comprehensive Plan and Official Zoning Map as proposed in CPRZ-23-01
- Exhibit F: Proposed Amendments to the Wenatchee Urban Area Comprehensive Plan and Official Zoning Map as proposed in CPRZ-23-02



— Streets
□ Parcels
▨ MRC - Mixed Residential Corridor
■ NWBD - North Wenatchee Business District
■ RH - Residential High

0 25 50 100 Feet

— Streets
□ Parcels
▨ MRC - Mixed Residential Corridor
■ NWBD - North Wenatchee Business District
■ RH - Residential High

0 25 50 100 Feet



Department of Community Development

Planning Division

1350 McKittrick Street, Suite A
Wenatchee, WA 98801
(509) 888-3200

COMPREHENSIVE PLAN AMENDMENT REQUEST FORM

Date Submitted: 4-6-23 Accepted By: KL Receipt No. PL 2 3-00024 File No. CP22-23-01

Please select all that apply:

- Comprehensive Plan Text Amendment Comprehensive Plan Map Amendment
 Comprehensive Plan Map/Zone Change Amendment

GENERAL INFORMATION

Applicant: Chaun Birks

Mailing Address: 636 Valley Mall Parkway Suite #204

Contact No.: (509) 884-6381 E-mail Address: chaun@ncw-commercial.com

If applying for a map amendment complete owner information:

Property Owner(s): Smith 6, LLC.

Mailing Address: 18054 County Road 479, Lindale, TX 75771.

Contact No.: (503) 593 2432 E-mail Address: chaun@ncw-commercial.com

If there is more than one property owner, submit the supplemental additional owner(s) and authorization form.

Complete section if an agent is acting for the applicant or owner during the permit process:

Authorized Agent: Chaun Birks

Mailing Address: 636 Valley Mall Parkway Suite #204

Contact No.: (509) 884-6381 E-mail Address: chaun@ncw-commercial.com

Please indicate who should receive correspondence and notices:

- Applicant Owner Authorized Agent

PROPERTY INFORMATION (complete if applying for a map amendment)

Street Address(es): 326 N. Miller St.

Parcel No(s): 222004410300

Legal Description: (Attach a separate sheet if necessary) Lot 2 as described in and delineated on Jean Wake Short Plat No. 2282, Chelan County, Washington, recorded July 29,

Area of property in acres or square feet: .32 acres

Zoning District Designation: Residential High (RH)

Overlay District: Mixed residential corridor (MRC)

Comprehensive Plan Designation: Residential High (RH)

Shoreline Environmental Designation: N/A

Please attach a narrative to this request that addresses the proposed amendment including how it is consistent with the Growth Management Act (RCW 36.70A), countywide planning policies, the City of Wenatchee Capital Facilities Plan, the Wenatchee Urban Area Comprehensive Plan goals and policies, any applicable sub-area plans, and how the amendment is in the best interest of the public. Additionally, please include as part of the narrative: 1) a detailed statement explaining how the site is more consistent with the proposed land use designation than with the existing land use designation; 2) a statement explaining how the site is suitable for the proposed designation and that there is a lack of appropriately designated alternative sites in the vicinity; and 3) are public facilities, infrastructure and transportation systems present to serve the intended amendment or have provisions been made in accordance with the Wenatchee City Code to provide necessary facilities.

If a map amendment is being proposed please also include the following information: current use of the site and the adjacent land uses and comprehensive plan designations.

An environmental checklist prepared pursuant to the State Environmental Policy Act (SEPA) is required to be submitted as part of this request.

The submittal of this application will docket the requested change(s) for consideration during the annual amendment process. This office will compile and maintain a list of requested changes for consideration during the next available annual amendment of the comprehensive plan pursuant to the procedures described in the Wenatchee Zoning Code Chapter 10.05. Applications submitted after the close of business on April 1st of each calendar you are generally processed in the following year's amendment process.

ACKNOWLEDGEMENTS AND SIGNATURE

I acknowledge that:

1. The information, plans, maps, and other materials submitted on an with this application are, to the best of my knowledge, a true and accurate representation of this proposal;
2. City of Wenatchee does not guarantee success of this request, and/or the issuance of an affirmative notice of action. The City's assistance to the applicant(s)/owner(s) does not preclude the need to address impacts raised by the public or by other federal, state, or local agencies;
3. In the event of any legal proceeding to challenge this application, any environmental determination or any other aspect of the proposal, the applicant(s)/owner(s) shall be solely responsible to defend such challenge and pay all court costs and attorney's fees necessary for such defense;
4. All persons executing this acknowledgement in a representative capacity shall be personally liable and hereby personally guarantee payment of all fees and costs required by this applicaiton.

Date: 04/06/2023 Applicant Signature: 

326 N. Miller St. – Request for Zoning Change Applicant Narrative

This request addresses the proposed amendment, given that the subject parcel is adjacent to North Wenatchee Business District, its existing structures and current use are consistent with the Growth Management Act (RCW 36.70A), countywide planning policies, the City of Wenatchee Capital Facilities Plan, the Wenatchee Urban Area Comprehensive Plan goals and policies and is in best interest of the public.

The goals of planning policies and purpose of overlay districts are to promote transition from RH zoned areas and uses to “up-zoned” commercial areas, the best and most logical practices would include specific considerations for those areas and parcels that are immediately adjacent to such “commercially” zoned areas. This natural progression is in the best interest of the public as it promotes preservation of structures and environmental elements of a “neighborhood” while introducing economic feasibility for property owners. As older residential neighborhoods are encroached upon by expanding commercial need, the residential nature and feel is susceptible to degradation, poor upkeep and reduced market value. Preserving the economic viability of structures that retain “neighborhood” feel while increasing the safety of and utility by the public meets with the goals of property owners to expand prosperity and maintain properties in good condition.

326 N. Miller has undergone renovation from a single-family dwelling, the improvements are consistent with commercial use as personal services and has been in use as a counseling office since 2006, meeting all fire and other annual regulatory inspections and parameters for use by public. The current Mixed Residential Overlay contains requirements that specify partial residential use, and in this case are restrictive to its full potential as a commercially utilized office.

NWBD zoning would allow for outright use as a professional office and the existing improvements comply with regulations of that zoning designation. The site has improved landscaping that meets current requirements, 21 parking stalls and a wheelchair lift.

The subject parcel is situated on N. Miller, with a left turn lane to curb cut access and existing signage. N. Miller carries 3 mass transit routes, and there are 3 bus stops within 1,000 feet, the closest of which is 600 feet. As this parcel is immediately adjacent to NWBD zoned property there is no alternative parcel that has a higher priority for consideration of “up-zoning”.

All existing infrastructure is in place; utilities power water & sewer, as well as gas services, transportation services all emergency service needs are currently accommodated for.

Kindly,



Chaun Birks



subject parcel outlined.
326 N. Miller

left turn lane

curb cut, driveway
access

office

catering company

daycare facility

full lot paved, 21
stalls

14186
14188
14189
14187
14189

18924
18925
18926

14184

18923
18922
14195

17817

17822

17823

17824

17818

17825

17820

17819



subject parcel outlined.
326 N. Miller

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background [\[HELP\]](#)

1. Name of proposed project, if applicable: Address; 326 N. Miller Street
2. Name of applicant: Chaun Birks on behalf of April Smith, owner of Smith 6, LLC.
3. Address and phone number of applicant and contact person:

Applicant: Chaun Birks, (509) 884-6381

Applicant Address: 636 Valley Mall Parkway Suite #204, East Wenatchee, WA. 98802

Owner Address: 18054 County Road 479, Lindale, TX 75771.

Owner Phone: (503) 593 2432

4. Date checklist prepared: 4/5/2023
5. Agency requesting checklist: City of Wenatchee
6. Proposed timing or schedule (including phasing, if applicable): immediate
7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. No
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. None
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. No
10. List any government approvals or permits that will be needed for your proposal, if known.
Zoning change to North Wenatchee Business District
11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) Full narrative attached

Summary - Requesting zoning change to North Wenatchee Business district.

- Adjacent parcel to north is included in the NWBD, parcels to south are used for day care (commercial).
- Subject parcel resides in Mixed Residential Corridor Overlay which contains several conflicting code restrictions not conducive to current use.
- Proposed Buyer of subject parcel wishes to utilize as personal services (Office) for commercial use.
- City staff have recommended zoning change to NWBD.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

326 N. Miller, parcel #222004410300

B. Environmental Elements [\[HELP\]](#)

1. Earth [\[help\]](#)

a. General description of the site: Existing 2 story structure with basement situated on .32 acre parcel, with 21 paved parking stalls with storm water drainage and landscaping

(circle one) **Flat** rolling, hilly, steep slopes, mountainous, other _____

b. What is the steepest slope on the site (approximate percent slope)? N/A

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. N/A

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. No

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. None

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. No

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? No new construction, site coverage remains as existing

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: None

2. Air [\[help\]](#)

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. No construction required

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. No

c. Proposed measures to reduce or control emissions or other impacts to air, if any: None

3. Water [\[help\]](#)

a. Surface Water: [\[help\]](#)

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. No

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. No

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. None

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. None

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.
No

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. No

b. Ground Water: [\[help\]](#)

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. No

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. None

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. Storm drain with catch basin

2) Could waste materials enter ground or surface waters? If so, generally describe. No

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. No

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: None

4. **Plants** [\[help\]](#)

a. Check the types of vegetation found on the site:

- deciduous tree: alder, maple, aspen, other
- evergreen tree: fir, cedar, pine, other
- shrubs
- grass
- pasture
- crop or grain
- Orchards, vineyards or other permanent crops.
- wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- water plants: water lily, eelgrass, milfoil, other
- other types of vegetation

b. What kind and amount of vegetation will be removed or altered? None

c. List threatened and endangered species known to be on or near the site. None known

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: Existing landscape & vegetation

e. List all noxious weeds and invasive species known to be on or near the site. N/A

5. **Animals** [\[help\]](#)

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. N/A

Examples include:

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other _____

b. List any threatened and endangered species known to be on or near the site. N/A

c. Is the site part of a migration route? If so, explain. N/A

d. Proposed measures to preserve or enhance wildlife, if any: None

e. List any invasive animal species known to be on or near the site. N/A

6. **Energy and Natural Resources** [\[help\]](#)

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. Electric, for heat

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. No

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: None

7. **Environmental Health** [\[help\]](#)

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe. No

1) Describe any known or possible contamination at the site from present or past uses.
None known

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity. Existing natural gas line, no change, not currently in use

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. None
- 4) Describe special emergency services that might be required. None
- 5) Proposed measures to reduce or control environmental health hazards, if any: None

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? None
- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. None
- 3) Proposed measures to reduce or control noise impacts, if any: None

8. Land and Shoreline Use [\[help\]](#)

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. Commercial and residential high density, daycare, catering company, professional office.
- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? No
 - 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: No
- c. Describe any structures on the site. 1911 constructed single family home converted to professional office use 2008
- d. Will any structures be demolished? If so, what? No

- e. What is the current zoning classification of the site? Residential High with a Mixed Residential Corridor Overlay
- f. What is the current comprehensive plan designation of the site? Residential High with a Mixed Residential Corridor Overlay
- g. If applicable, what is the current shoreline master program designation of the site? N/A
- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.
Unknown
- i. Approximately how many people would reside or work in the completed project?
Staff of 6 to 10
- j. Approximately how many people would the completed project displace? None
- k. Proposed measures to avoid or reduce displacement impacts, if any: N/A
- L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: N/A
- m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any: N/A

9. **Housing** [\[help\]](#)

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. None
- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. None
- c. Proposed measures to reduce or control housing impacts, if any: N/A

10. Aesthetics [\[help\]](#)

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? Existing 22 Feet, wood siding and shingles

- b. What views in the immediate vicinity would be altered or obstructed? None

- b. Proposed measures to reduce or control aesthetic impacts, if any: N/A

11. Light and Glare [\[help\]](#)

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? None

- b. Could light or glare from the finished project be a safety hazard or interfere with views? N/A

- c. What existing off-site sources of light or glare may affect your proposal? N/A

- d. Proposed measures to reduce or control light and glare impacts, if any: N/A

12. Recreation [\[help\]](#)

- a. What designated and informal recreational opportunities are in the immediate vicinity? Parks

- b. Would the proposed project displace any existing recreational uses? If so, describe. No

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: N/A

13. Historic and cultural preservation [\[help\]](#)

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers ? If so, specifically describe. None known

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts,

or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. None known

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.
N/A
- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. N/A

14. Transportation [\[help\]](#)

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. Existing curb cut access to N. Miller Street between 4th St. & 3rd St.
- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? Yes, 3 routes served by Link Transit along N. Miller and at 5th St. nearest stop within 600 feet, 3 stops within 1,000 feet of site.
- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? 21 stalls existing, no new required, none eliminated
- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). No
- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. No
- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? Near current use levels, 15 to 25 vehicle trips per day, peak times noon to 3 PM, no trucks. Business staff and patron expectation levels

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. No
- h. Proposed measures to reduce or control transportation impacts, if any: N/A

15. Public Services [\[help\]](#)

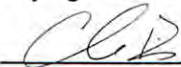
- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. No
- b. Proposed measures to reduce or control direct impacts on public services, if any. N/A

16. Utilities [\[help\]](#)

- a. Circle utilities currently available at the site:
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,
other _____
- c. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. None additional

C. Signature [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: 
Name of signee Chaun Birks
Position and Agency/Organization Agent for the Owner
Date Submitted: 4/6/2023

D. Supplemental sheet for nonproject actions [\[HELP\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise? No change

Proposed measures to avoid or reduce such increases are: N/A

2. How would the proposal be likely to affect plants, animals, fish, or marine life? No change

Proposed measures to protect or conserve plants, animals, fish, or marine life are: N/A

3. How would the proposal be likely to deplete energy or natural resources? It will not

Proposed measures to protect or conserve energy and natural resources are: N/A

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands? No affect

Proposed measures to protect such resources or to avoid or reduce impacts are: N/A

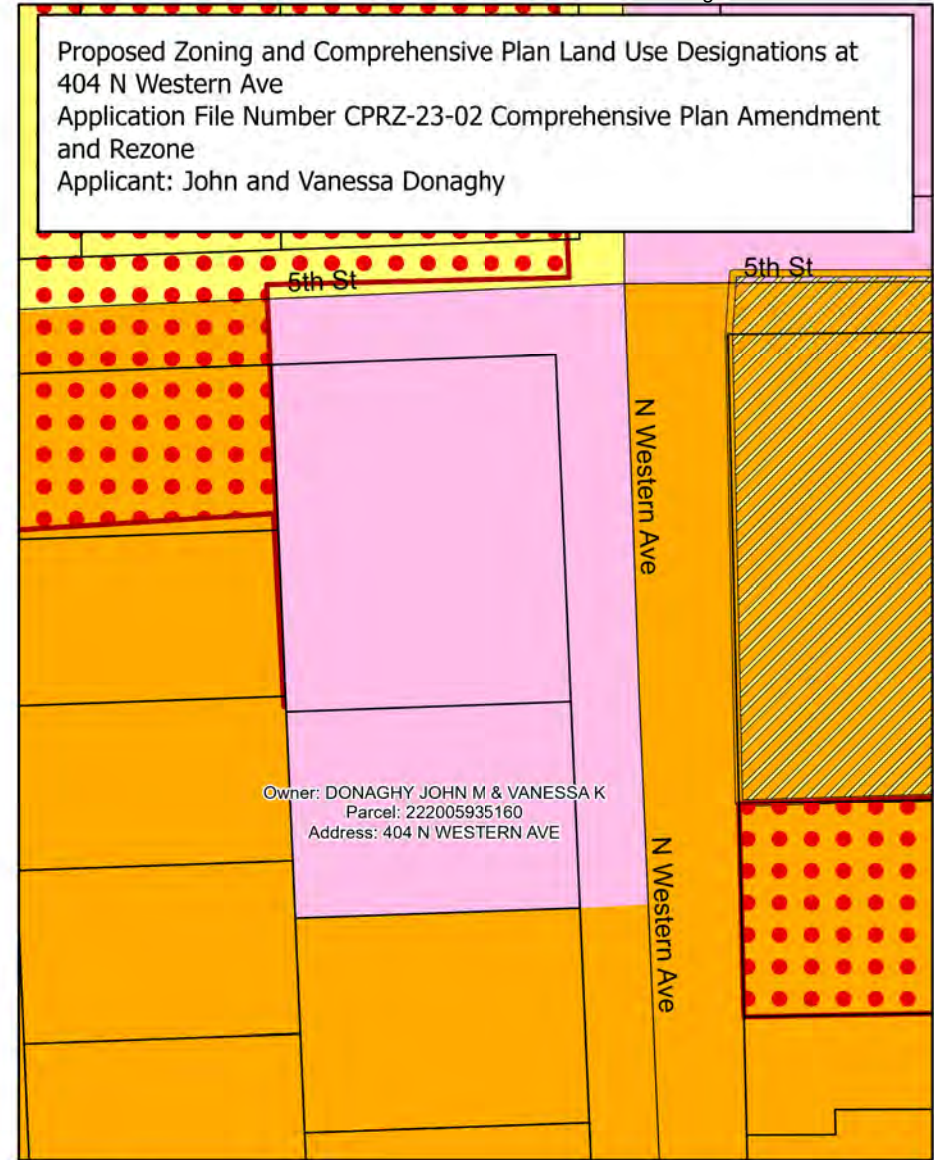
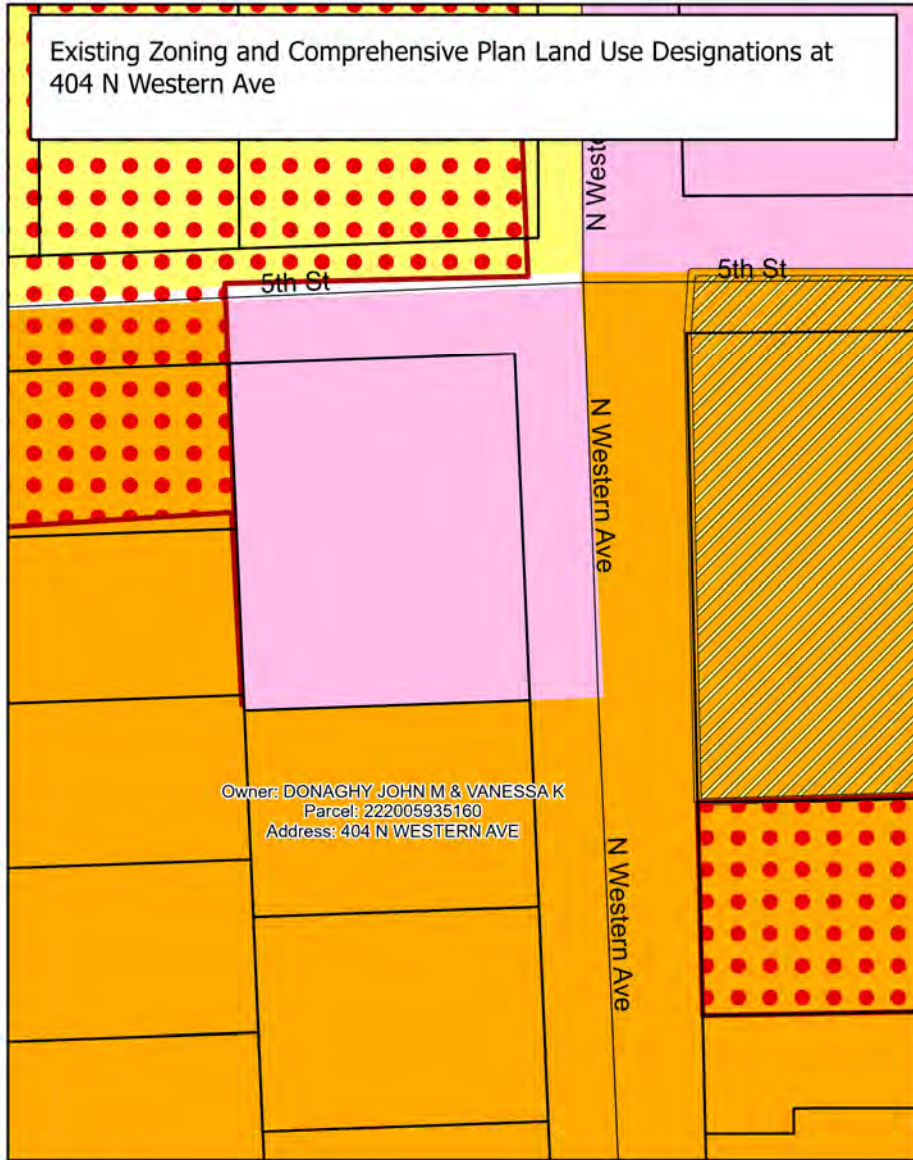
5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans? No affect

Proposed measures to avoid or reduce shoreline and land use impacts are: N/A

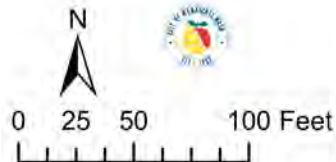
6. How would the proposal be likely to increase demands on transportation or public services and utilities? No affect

Proposed measures to reduce or respond to such demand(s) are: N/A

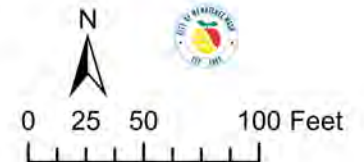
7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment. No conflict



- Streets
- ▭ Parcels
- ▨ MRC - Mixed Residential Corridor
- ▣ CNO - Neighborhood Commercial Overlay
- ▭ CN - Neighborhood Commercial
- ▭ RM - Residential Moderate
- ▭ RL - Residential Low



- Streets
- ▭ Parcels
- ▨ MRC - Mixed Residential Corridor
- ▣ CNO - Neighborhood Commercial Overlay
- ▭ CN - Neighborhood Commercial
- ▭ RL - Residential Low
- ▭ RM - Residential Moderate





Department of Community Development

Planning Division

1350 McKittrick Street, Suite A
Wenatchee, WA 98801
(509) 888-3200

COMPREHENSIVE PLAN AMENDMENT REQUEST FORM

Date Submitted: 3-30-2023 Accepted By: KL Receipt No. PL23-00023 File No. ZCA-23-01

Please select all that apply:

- Comprehensive Plan Text Amendment Comprehensive Plan Map Amendment
- Comprehensive Plan Map/Zone Change Amendment

GENERAL INFORMATION

Applicant: John and Vanessa Donaghy

Mailing Address: 1207 Washington Street Wenatchee, WA 98801

Contact No.: 509-630-2693 E-mail Address: JMCKENNA226@GMAIL.COM

If applying for a map amendment complete owner information:

Property Owner(s): John and Vanessa Donaghy

Mailing Address: 1207 Washington Street Wenatchee, WA 98801

Contact No.: 509-630-2693 E-mail Address: JMCKENNA226@GMAIL.COM

If there is more than one property owner, submit the supplemental additional owner(s) and authorization form.

Complete section if an agent is acting for the applicant or owner during the permit process:

Authorized Agent: _____

Mailing Address: _____

Contact No.: _____ E-mail Address: JMCKENNA226@GMAIL.COM

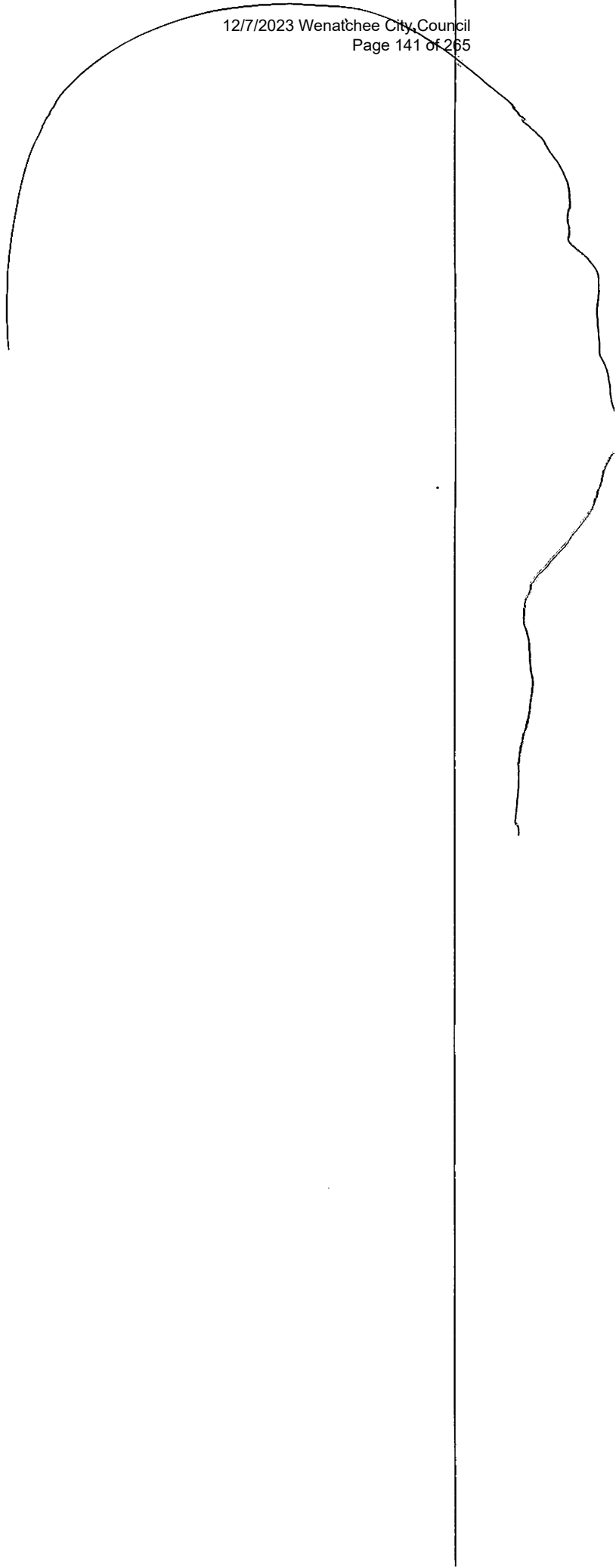
Please indicate who should receive correspondence and notices:

- Applicant Owner Authorized Agent

PROPERTY INFORMATION (complete if applying for a map amendment)

Street Address(es): 404 N. Western Ave. Wenatchee, WA 98801

Parcel No(s): 22-20-05-93-51-60



Legal Description: (Attach a separate sheet if necessary) Lot 9, and the North 25 feet of Lot 10, Block 3, Westpark Addition, Chelan County, Washington, according to the plat thereof recorded in Volume 5 of Plats, Page 44; EXCEPT the North 6.77 feet of said Lot 9.

Area of property in acres or square feet: 26 Acres

Zoning District Designation: Residential Moderate (RM)

Overlay District: N/A

Comprehensive Plan Designation: Residential Moderate (RM)

Shoreline Environmental Designation: N/A

Please attach a narrative to this request that addresses the proposed amendment including how it is consistent with the Growth Management Act (RCW 36.70A), countywide planning policies, the City of Wenatchee Capital Facilities Plan, the Wenatchee Urban Area Comprehensive Plan goals and policies, any applicable sub-area plans, and how the amendment is in the best interest of the public. Additionally, please include as part of the narrative: 1) a detailed statement explaining how the site is more consistent with the proposed land use designation than with the existing land use designation; 2) a statement explaining how the site is suitable for the proposed designation and that there is a lack of appropriately designated alternative sites in the vicinity; and 3) are public facilities, infrastructure and transportation systems present to serve the intended amendment or have provisions been made in accordance with the Wenatchee City Code to provide necessary facilities.

If a map amendment is being proposed please also include the following information: current use of the site and the adjacent land uses and comprehensive plan designations.

An environmental checklist prepared pursuant to the State Environmental Policy Act (SEPA) is required to be submitted as part of this request.

The submittal of this application will docket the requested change(s) for consideration during the annual amendment process. This office will compile and maintain a list of requested changes for consideration during the next available annual amendment of the comprehensive plan pursuant to the procedures described in the Wenatchee Zoning Code Chapter 10.05. Applications submitted after the close of business on April 1st of each calendar you are generally processed in the following year's amendment process.

ACKNOWLEDGEMENTS AND SIGNATURE

I acknowledge that:

1. The information, plans, maps, and other materials submitted on an with this application are, to the best of my knowledge, a true and accurate representation of this proposal;
2. City of Wenatchee does not guarantee success of this request, and/or the issuance of an affirmative notice of action. The City's assistance to the applicant(s)/owner(s) does not preclude the need to address impacts raised by the public or by other federal, state, or local agencies;
3. In the event of any legal proceeding to challenge this application, any environmental determination or any other aspect of the proposal, the applicant(s)/owner(s) shall be solely responsible to defend such challenge and pay all court costs and attorney's fees necessary for such defense;
4. All persons executing this acknowledgement in a representative capacity shall be personally liable and hereby personally guarantee payment of all fees and costs required by this applicaiton.

Date: 3-30-23 Applicant Signature: 

NARRATIVE IN SUPPORT OF THE COMPREHENSIVE PLAN AMENDMENT REQUEST

The following document explains how the proposed request to change the current Residential Moderate (RM) zoning designation to the Neighborhood Commercial (CN) zone is the best fit for 404 N. Western Avenue identified as West Park Add Block 3 Lot 9, Tax Parcel ID No. 22-20-05-93-51-60 (the "Property"). Furthermore, the document will articulate the favorability of this action to change the current zone to the CN identifier, as it more fully supports and aligns with the Growth Management Act, countywide planning policies, City of Wenatchee Capital Facilities Plan, Wenatchee Urban Area Comprehensive Plan goals and policies, any applicable sub-area plans, and show how the amendment is in the best interest of the public. The narrative will answer all questions requested from the application. Attached, you will also find a map with the desired information, and a State Environmental Policy Act (SEPA) checklist.

Introduction and Plans for the 404 North Western Avenue Property

The structure located on the Property was built in 1918 as a packing shed and agricultural housing space for nearby orchards and their help. As one of the last standing ag structures, the Property represents our history, our people, and our future. Though we won't process apples through it, this proposed zoning change would allow the public to participate in trade within these walls and provide affordable housing within the existing basement, while simultaneously preserving our community's history and strengthening our economy and quality of life.

In Wenatchee, the textile industry is limited and insufficient for meeting the sewing and crafting needs for many creatives within the valley. Currently, Wenatchee sewists and quilters travel to outlying areas to receive textile materials and sewing products. If they choose not to drive to a fabric shop, they will reluctantly order from online fabric boutiques and suppliers. Instead of foregoing these opportunities due to lack of supply and opportunity, our intentions for the Property can help fill this void.

Our plan is to update the necessary public facility needs and create a retail fabric and craft space for the creator. There are currently hundreds of members between the North Central Washington Quilting Guild, the North Central Washington Modern quilting guild, interior designers, home decorators, sewists and aspiring creatives, and they need sewing materials and notions. With the proposed CN zoning, our fabric and craft shop will have a brick and mortar home located in a revitalized century old structure of unique historical significance wherein we can provide the needed resources to these women and creators and truly maximize their life outcomes.

Additionally, within CN zoning small gatherings can fall within the options for building usage, and there are currently few resources for birthday parties, showers, graduation parties, and small gatherings within the vicinity. As we think of the winter months when families and

companies gather, this space can serve as an ideal place to host and celebrate. There is ample room for a small gathering, limited to 50 people or less, with sufficient parking.

Changing the applicable zoning for the Property would neither require any requisite accompanying zoning changes for other neighboring properties, nor would it require any sort of significant special exception. The neighboring properties to the North, Northeast, and East of the structure are already zoned as CN. Perhaps more importantly, the Property is located along a key arterial corridor (5th Street and Western Ave.); therefore, allowing for zoning of the Property as CN would serve to create a more walkable community with neighborhoods having greater access to goods, services, and meeting points for community activities.

As we learn about our heritage, our roots grow deeper and our affinity for our city expands. Treasuring and honoring our “Apple Capital of the World” mantra adds to our quality of life and deepens our pride for Wenatchee. This historic packing shed is one of the last standing agricultural structures within Wenatchee. We want our neighbors to know of its heritage and to come into this proposed retail space and feel of its legacy. This is a tangible experience we can offer our locals to strengthen their sense of community.

The Proposed Zoning Change Furthers the Goals and Priorities of the Growth Management Act.

The Growth Management Act (GMA) emphasizes the need for available housing and the importance of maintaining continued economic development by promoting opportunities to foster small-scale businesses and self-employment. See RCW 36.70A.020(4) and (5); 36.70A.070(5). To do this, “[t]he legislature finds that to retain and enhance the job base in rural areas, rural counties must have flexibility to create opportunities for business development.” RCW 36.70A.011. In addition, The GMA touts the importance of preserving and capitalizing on the unique character of Washington’s rural economies and highlighting their unique legacies and originality. See RCW 36.70A.011; RCW 36.70A.020(13).

With the proposed CN zone for the Property, the housing, business, and historical preservation goals can be achieved. Since the Property has a basement apartment, the CN zoning offers affordable housing within an existing infrastructure, a need for our growing community, which meets the desired actions of RCW 36.70A.020(4). This new zoning allotment would also “promotes economic opportunity” by allowing for and promoting such growth and opportunity in an underserved industry, as indicated in RCW 36.70A.020(5). This expansion of business within the community will not exceed the current capacity of public services and facilities but will enhance the quality of life for our community members, a key initiative of the GMA.

The Proposed Zoning Change Aids in Accomplishing the Stated Countywide Planning Policies.

As stated herein, the proposed zoning amendment would better serve the community by helping achieve several of the policies provided in the Chelan County County-Wide Planning

Policies. Specifically, it would add to “diversification of the [community’s] economic base”; existing efforts to provide “adequate, affordable housing”; “commercial and industrial sectors which are not adequately represented in the community based upon the state average and factoring in community desires”; and “retention and growth of existing industries and businesses by promoting the establishment of commercial/industrial, research, and educational activities which support those industries and businesses”. See Wenatchee Urban Area Comprehensive Plan (updated Dec. 2022), Attach. A – Appendices, Policy 7(I)(D); 7(III); 7(VII); 7(VIII). The Property under CN zoning will accept and comply with all policies necessary to stay in good standing with the city and county initiatives, while helping to facilitate greater economic growth in our community and enhancing quality of life for the local neighborhood.

The Property Will Be Consistent and Compliant with the Wenatchee Capital Facilities Plan.

The Property is in the process of becoming consistent with the comprehensive plan. The Donaghy’s met with a group of city professionals to discuss the proper process to update and receive permits to be compliant. Additionally, the proposed CN zone allows for a greater alliance with the Urban Capital Facilities Plan by filling a need for our community with added commercial space in the Western Ave./Fifth Street area. Included in the desired retail storefront, the building will also act as a small gathering space to host classes, birthday parties and small group work sessions. There is currently no space for the local neighborhoods to hold gatherings of this nature, and the updated zoning opportunity enhances the quality of life for the nearby neighborhoods in doing so.

The Proposed Zoning Change to the Property Furthers the Wenatchee Urban Area Comprehensive Plan in Multiple Areas, Including Economic Development, Housing, Learning and Human Services, and Overall Quality of Life in the Neighborhood and City at Large.

As explained in the Wenatchee Urban Area Comprehensive Plan (the “Urban Area Plan”), cities are the epicenter of economic activity and growth. However, in Wenatchee, the textile industry is limited and insufficient for meeting the sewing and crafting needs for many creatives within the valley. The Urban Area Plan expressly states its desire to “[c]ontinue to work to develop ‘Maker’ opportunities for both youth and adults.” Wenatchee Urban Area Comprehensive Plan (updated Dec. 2022), at page 87. It further states that “[e]ngaging the creative human spirit to develop economic value is the basis for today’s economy. {We want to continue developing the Maker community initiated by the Mayor’s Maker Challenge.” *Id.* The Urban Plan also seeks to “[c]ultivate Wenatchee’s unique sense of place by attracting development that enhances the cultural and historical environment”; “[p]romote spaces for local artists to develop and present their work”; and “[s]upport educational facilities and arts and cultural organizations that foster an innovative environment in the city” *Id.* at page 121.

There is a clear opportunity to accomplish these goals and fill a void for the local creative community by allowing for the change in zoning to the Property to CN. Many of the

women in the guilds and local sewing industry run small businesses connected to textiles. They are investing in supplies and fabric outside of our community, but with a brick and mortar at the Property, these creatives will be reinvesting their budget into a local shop, contributing to our local economy, our region's unique culture, and our overall wellbeing.

The Comprehensive Plan estimates 20,000 jobs will be added by 2040 in Wenatchee. The CN proposed retail space fosters a variety of options for part-time work through teaching, contracted work related to small gatherings from catering to event rentals, and work within the retail shop. This proposed rezoning supports the efforts of building a sound economy for our future growth. With the transition of RM to CN for the Property, our textile shop will add value, services, and job opportunities to expand our current textile industry in Wenatchee and help accommodate employment needs.

The Property also offers more than yards of fabric for sale. Due to the open layout, this building is ideal to hold classes for community members. We know there is a need for human interaction and personal development. We can fulfill this need as a retail space. We also know of the importance of sustainability. Sewing is part of a sustainability skill set, and providing classes to help others become self-sufficient is important and another benefit to the proposed CN rezone.

We also aim to foster the legacy of Wenatchee by converting this space to CN. By opening our doors as a retailer, we invite each customer and community member to learn and connect with our history. This packing shed connected and strengthened people, first with nails to make apple boxes, then through harvesting crops, next through housing families and so on. We aim to do the same, connect and strengthen our community.

Finally, the location of the Property along the arterial corridor of 5th and Western Ave. makes the Property a prime—if not necessary—candidate for the CN zoning. Regarding arterial corridors, the Urban Area Plan states the following:

Arterial corridors, such as . . . 5th Street and Western Avenue, are the linking elements of the City. They provide mobility to citizens between and within districts. Corridors provide connections between different areas and destinations within Wenatchee, as well as to places beyond. These corridors carry the largest volume of traffic. . . . Historically in the City of Wenatchee, these corridors may have been treated predominantly as commercial or residential. In 2006, the City of Wenatchee adopted a more mixed use philosophy for its arterials and many minor arterials. Relationships between residential uses and non-residential uses on these corridors and with adjacent neighborhoods or districts are important to consider for the design, character and scale of buildings. Continuing to provide the opportunity for the mixture of these uses along these corridors can provide for a more walkable community with neighborhoods having access to goods, services and meeting points for community activities. The elements of the comprehensive plan consider the initial experiences of the city in looking at a mixture of uses in these corridors and provide direction on many topics recognizing the significant

function that these corridors provide currently and the opportunities they provide for the future.

Wenatchee Urban Area Comprehensive Plan (updated Dec. 2022), at page 22. The desired CN zone provides another resource for locals to walk to purchase their goods, receive services and gather for various activities.

Within the Arterial Corridors section Policy 1 states: *New services, conveniences, and/or gathering places will be supported in an existing neighborhood that lacks such facilities, provided they meet performance and architectural standards respecting the neighborhood's positive characteristics, level of activity and parking and traffic conditions.* The Property has current plans to meet all the stated requests and will offer the nearby neighborhoods goods and services they currently do not have. Also, they will specifically offer supplies needed for college courses through the art and craftsmanship programs. Furthermore, all public utilities and services are currently in compliance or are in the process of being updated to become the ideal candidate for the CN zone.

Sub-Area Plans

So far as we are aware, none of the Sub Area Plans involve the Property or the surrounding neighborhood.

Additional Questions:

1. How is the site more consistent with the proposed land use designation than with the existing land use designation?

Currently the existing land use designation is expressed with the Residential Moderate zone. There is no applicable overlay on our property. However, it is important to know that the Neighborhood Commercial overlay and zone are bordering the site. The Fire Department, Fifth Street Market, and homes on the North and East sides of the building all utilize the CN or CN overlay option. With this neighborhood design, we feel that a re-zone for our property to CN will cohesively blend into the neighborhood landscape. The space was built for commercial purposes in agriculture, along with spaces to house field workers. According to Marilyn MacPhail, whose family owned the packing shed for decades explained that there were always families living in the South section of the building. This structure has played a role in rural commercial usage and housing opportunities since it was built. It received more current updates and finishes in 1995 when the basement apartment was finished, the South end room was remodeled, and the packing area was renovated to function as a workshop. It is an ideal candidate to continue trade in and utilize for housing opportunities. Its open layout fosters several options for retail designs and a great atmosphere for classes and small group gatherings.

Beyond its great layout, the 404 North Western space is a one-of-a-kind, historical relic. There are no agricultural structures used for retail in the neighborhood and by creating this new opportunity, the historical value and legacy of the once surrounding orchards and history of Wenatchee, specifically the orchards on Western Avenue and 5th street, will be preserved and highlighted through this structure as it opens its doors to the public for retail. The open ground behind the building offers ample parking and minimizes traffic and noise disruptions. With the Commercial Neighborhood zone small classes can be offered to promote personal development, growth, and community unity.

The CN zone also holds a high standard to the landscaping aesthetic, which has been abandoned for years. In fact, since our purchase of the property, we have removed four non-functioning cars, cleaned the exterior from overgrowth and junk piles, and have great plans to beautify and rejuvenate the property. This transfer of zones from RM to CN will allow for a more extensive refresh to the building and surrounding area. It will enhance the neighborhood and breathe new life into its worn-down state. It will be a meeting place for neighbors to gather and learn, and this is one of the major reasons why we believe the CN is more consistent in achieving our community goals and progression.

2. Explain how the site is suitable for the proposed designation and that there is a lack of appropriately designated alternative sites in the vicinity.

Within this neighborhood the current opportunities for commercial use are none. All properties within the 5th street market development are currently occupied. This also extends to the arterial corridor. There are no spaces available with similar layouts, with abundant natural lighting, sufficient square footage, and parking.

The character of the building and its history are part of the reason why we want to transition the building to CN. So many of our founding core values as a community and as a family come from the agricultural industry. To share this packing shed and highlight its history, we will contribute to the growth of our community, not only economically but through the importance of sharing and honoring the past. Earl MacPhail who was the first recorded owner of the shed was a small farmer, who worked hard, continually served his community and family, and lifted others along the way. His love of people and community was shown within these walls. After they retired the packing shed as an agricultural hub, Earl utilized the shed for charitable work in conjunction with the Seventh Day Adventist Church and provided housing opportunities for families. The Koehler's, who purchased the building around 1995 continued the legacy of rooting into the good and sharing it with others. They opened the space up to quilters, sewists, families and friends because this was a gathering place. There are no commercial structures with such rich history in the vicinity, and this is why we are requesting a zone change to CN.

3. Are public facilities, infrastructure and transportation systems present to serve the intended amendment or have provisions been made in accordance with the Wenatchee City Code to provide necessary facilities?

We had a meeting in December 2022 with the city planners addressing proposed items to achieve city standards for the basement apartment and upstairs area of the building. We are working together to remedy and improve the building to meet current standards and plan to have them completed by the end of summer 2023. Our septic system works and has recently been inspected. A new lid was replaced in October 2022. From our meeting with the city in December, it was brought to our attention that both entrances are not distanced sufficiently, so we will be closing one of the entrances. The proximity to the sidewalk is a result of the county's decision to widen the road decades ago. There used to be a large porch on the East side of building and the county requested its removal to adjust the road. The MacPhail's complied and this is why the sidewalk meets the exterior of the building. With this information and our continual conversations with the city planners and building professionals, we can confidently say that we will fulfill every checklist item that needs to be addressed for Neighborhood Commercial purposes. This includes, but is not limited to the landscaping, which will follow requirements discussed in Chapter 10.62 WCC, along with signage addressed in Chapter 10.50. Furthermore, the building is not greater than 30,000 square feet and the gross floor area does not exceed 10,000 square feet. All fire safety items will be addressed, and any other facility needs brought to our attention.

Commercial
overly

Neighborhood Commercial

Fifth St

Fifth St

Neighborhood
Commercial

Fire Station 12

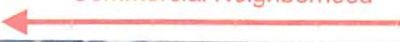
M.R. RESIDENTIAL

407

N Western Ave

404

Proposed Zone Change for 404 N. Western
Ave. from Residential Moderate to
Commercial Neighborhood

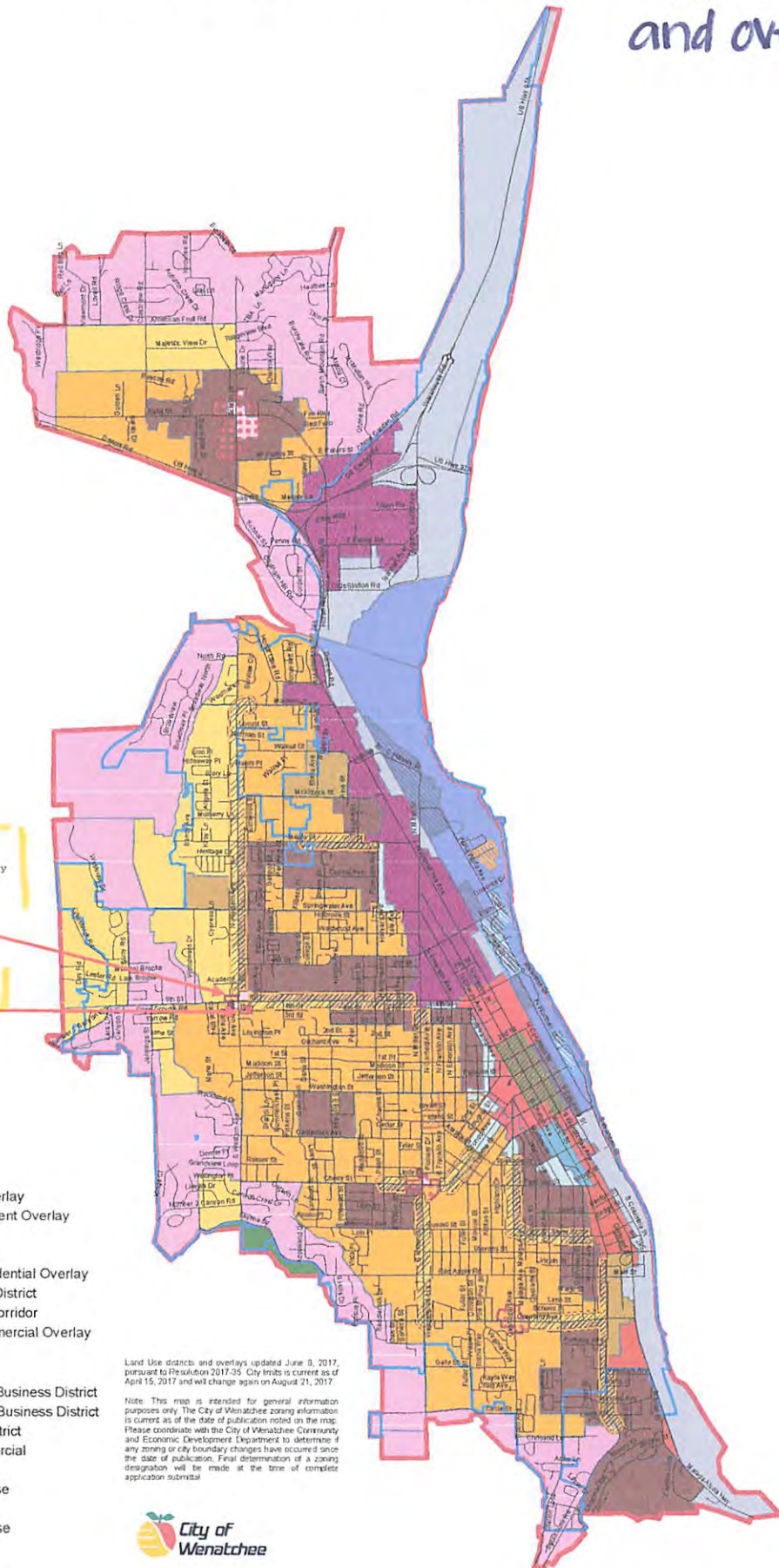


Google

Map #1

Wenatchee Urban Area Land Use Map
 Effective June 8, 2017 Resolution 2017-35

Map # 2
 With Zones
 and overlays



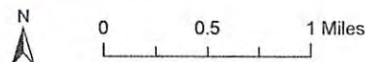
This map shows the commercial overlay, Historic/Entertainment Overlay and Neighborhood Commercial zone that is directly North and East of the building.

This is the property site, articulated in the other map provided too.

- Legend**
- Streets
 - City Limits
 - Urban Growth Area
 - Land Use Overlay Districts**
 - CSO - Columbia Street Overlay
 - HEO - Historic / Entertainment Overlay
 - WMU - Industrial Overlay
 - WMU - Pedestrian Overlay
 - WMU - Recreational / Residential Overlay
 - GHD - Grandview Historic District
 - MRC - Mixed Residential Corridor
 - CNO - Neighborhood Commercial Overlay
 - Land Use Districts**
 - LWC - Live-Work Corridor
 - NWBD - North Wenatchee Business District
 - SWBD - South Wenatchee Business District
 - CBD - Central Business District
 - CN - Neighborhood Commercial
 - I - Industrial
 - WMU - Waterfront Mixed Use
 - OMU - Office Mixed use
 - RMU - Residential Mixed Use
 - RH - Residential High
 - RM - Residential Moderate
 - RL - Residential Low
 - RS - Residential Single Family
 - RFL - Residential Foothills Low

Land Use districts and overlays updated June 8, 2017, pursuant to Resolution 2017-35. City limits is current as of April 15, 2017 and will change again on August 21, 2017.

Note: This map is intended for general information purposes only. The City of Wenatchee zoning information is current as of the date of publication noted on the map. Please consult with the City of Wenatchee Community and Economic Development Department to determine if any zoning or city boundary changes have occurred since the date of publication. Final determination of a zoning designation will be made at the time of complete application submittal.



SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background [\[HELP\]](#)

1. Name of proposed project, if applicable:

**Comprehensive Plan Map/Zone Change Amendment for 404 North Western Avenue,
identified as West Park Add Block 3 Lot 9, Tax Parcel ID No. 22-20-05-93-51-60**

2. Name of applicant:

John and Vanessa Donaghy

3. Address and phone number of applicant and contact person:

**1207 Washington Street,
Wenatchee, WA 98801**

John Donaghy: 509-630-2693

4. Date checklist prepared:

March 16, 2023

5. Agency requesting checklist:

City of Wenatchee Department of Community Development

6. Proposed timing or schedule (including phasing, if applicable):

This proposal pertains to the 2023 Comprehensive Plan Map/Zone Change Amendment process for an effective date of mid-January 2024 to be in compliance with the proposed zone change for Neighborhood Commercial.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

With the acceptance of this proposal there will be upgrades and updates to the building to comply with the city standards and codes. These include fire safety upgrades, paving, landscape improvements, window replacements, ADA upgrades and the closure of one of the entrances to the property. Beyond those requirements, there will be an added window replacement, the removal of an unusable door, paint to the exterior, and added lighting.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

As mentioned above, the upgrades to this proposal will include new paint work and minor construction work. The painter will take care to keep a small radius while painting. The window repairs and construction work will be minor, the majority of which will be contained within the building. The contracted paver will take the necessary steps to keep the air clean, the sound within reason and the smell limited. The landscaping will add and improve the surrounding environment.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

We are currently waiting on approval from the city regarding our current standing for the property. Due to its historic value, we've requested it to be preserved and utilized as a residence and additional dwelling space. The shed was used as housing and prior to our purchase in October 2022. Decades ago the county and city wanted to widen Western Avenue, which meant that the building's front porch would need to be removed for the additional roadway and sidewalk. Due to this expansion the property is not in compliance

with setbacks, and therefore must receive approval from the Historic board to continue its habitation status. We've presented a narrative to the historic liaison to review and approve historic value to the packing shed, so that we can continue to make the necessary improvements and upgrades to be in compliance with the current residential standards.

10. List any government approvals or permits that will be needed for your proposal, if known.
We need a building permit to repair and cut the windows to meet the dwelling space standards, along with the window improvements connected to the East side of the building.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

Our proposal requests to change the current Residential Moderate (RM) zoning designation to the Neighborhood Commercial (CN) zone for 404 N. Western Avenue identified as West Park Add Block 3 Lot 9, Tax Parcel ID No. 22-20-05-93-51-60 (the "Property"). The entire site is .26 acres, with a 2400 square foot structure. Our plan is to update the necessary public facility needs and create a retail fabric and craft space. There is also ample room for small gatherings, limited to 50 people or less, with sufficient parking. Furthermore, the basement apartment will be utilized as a rental property.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The location for the proposed site is 404 N. Western Avenue identified as West Park Add Block 3 Lot 9, Tax Parcel ID No. 22-20-05-93-51-60

B. Environmental Elements [\[HELP\]](#)

1. **Earth** [\[help\]](#)

a. General description of the site:

(circle one): **Flat**, rolling, hilly, steep slopes, mountainous, other _____

b. What is the steepest slope on the site (approximate percent slope)?

Less than 2%

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any

agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

The soil is a compacted dirt. There is some gravel at the entrances.

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

No

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

We are planning to grade and pave 3920 square feet of the 11,325 square feet of the site.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

No

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Approximately 25%

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Currently the site shows no need for added measures to control erosion or impact on the earth due to its current condition.

2. Air [\[help\]](#)

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

There will be added exhaust to the air with paving and window replacements. During these upgrades we will work with our contracted professionals to assure that the air quality meets the specific requirements from RCW 70.94.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

No.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

We do not have any currently beyond those described in the previous sections.

3. Water [\[help\]](#)

- a. Surface Water: [\[help\]](#)

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

No.

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

No.

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Not applicable to this site.

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No.

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No.

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No.

b. Ground Water: [\[help\]](#)

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

No, the property is on PUD water.

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

The property runs off of a septic tank. It was inspected in October 2022 and a new lid was replaced on it. It is connected to the domestic sewage from the property and serves the two current dwelling spaces.

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

The water is absorbed into the ground or connects to the closest storm drain on 5th street and Western Avenue.

2) Could waste materials enter ground or surface waters? If so, generally describe.

No.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

None at the moment since it has not been an issue.

4. **Plants** [\[help\]](#)

a. Check the types of vegetation found on the site:

deciduous tree: alder, maple, aspen, other

evergreen tree: fir, cedar, pine, other

shrubs

grass

pasture

crop or grain

Orchards, vineyards or other permanent crops.

wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other

water plants: water lily, eelgrass, milfoil, other

other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

All of the vegetation will change. The shrubs and grasses are aged and/or wild vegetation.

We will landscape with plants and trees in accordance to the landscape requirements stated in Chapter 10.62 WCC.

c. List threatened and endangered species known to be on or near the site.

There are no endangered or threatened species known to us on this site.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

We plan to put in a sprinkler system and use plants that thrive in our area.

e. List all noxious weeds and invasive species known to be on or near the site.

None that we are aware of.

5. **Animals** [\[help\]](#)

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

The only animal we've observed are the domestic rabbits that come onto the property from a neighbor's yard.

We have also observed songbirds around our property, but not on our property as there are no trees or ideal locations for the birds to perch.

b. List any threatened and endangered species known to be on or near the site.

There are none that we are aware of.

c. Is the site part of a migration route? If so, explain.

No.

d. Proposed measures to preserve or enhance wildlife, if any:

Currently we have no measures to preserve or enhance the wildlife.

e. List any invasive animal species known to be on or near the site.

There are none that we are aware of.

6. Energy and Natural Resources [\[help\]](#)

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

With our proposal we plan to add a ductless mini split system to regulate heating and cooling. This is an energy efficient way to heat and cool the property, which currently has space heaters on the main floor and a furnace in the basement. We will use electric energy for the kitchen and lighting the building.

b. Would your project affect the potential use of solar energy by adjacent properties?

If so, generally describe.

No.

b. What kinds of energy conservation features are included in the plans of this proposal?

List other proposed measures to reduce or control energy impacts, if any:

We will be replacing windows for energy efficiency purposes, and adding a mini split system to regulate the heating and cooling systems effectively.

7. Environmental Health [\[help\]](#)

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

1) Describe any known or possible contamination at the site from present or past uses.

No hazardous materials or wastes will be used at this property.

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

We are not aware of any of these pipelines from our research of the property and surrounding area.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

The painter will leave his supplies on the site while he paints the exterior, but it will be secured in a vehicle or locked space to avoid any spill or hazardous issue.

- 4) Describe special emergency services that might be required.

We do not see a need for special emergency services for this proposal.

- 5) Proposed measures to reduce or control environmental health hazards, if any:

There are none in place and we do not expect a need for one.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Our area does have noise around, with traffic and the fire department next door, however we do not feel that it will affect our project and keep us from achieving our goals.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

We envision the paving and window replacements would add temporary noise to our vicinity for a total of 2-3 weeks during working hours of 8am-5pm.

The operation of our business would add more noise to our direct site and neighbors because more people would come onto the premises. The additional cars parking on our property would create minor, but more consistent weekly traffic during afternoon hours Tuesday-Friday.

- 3) Proposed measures to reduce or control noise impacts, if any:

We intend to add landscaping that will absorb extra car noises and will close off one of the entrances, so that the additional noises will primarily only affect the other Neighborhood Commercial properties to the North.

8. Land and Shoreline Use [\[help\]](#)

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

Prior to our recent purchase the property was used for storage and housing. The home to the South of our property is not in a commercial zone and that is one of the reasons we are closing the entrance next to this neighboring property. To the North and East of the property are Neighborhood Commercial zones or Commercial Overlays.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

The site was used as an agricultural warehouse for nearby orchards, which have all turned to residential locations. The property itself has not been used for agricultural work for many decades.

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

No.

- c. Describe any structures on the site.

There is a 2400 square foot structure that was once used for packing apples and housing migrant workers. The building has been renovated and used for housing, events, hobby workshops and storage.

- d. Will any structures be demolished? If so, what?

We do not plan to demolish any structure or any part of the structure.

- e. What is the current zoning classification of the site?

Moderate Residential

- f. What is the current comprehensive plan designation of the site?

Moderate Residential

- g. If applicable, what is the current shoreline master program designation of the site?

Not applicable.

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

No.

- i. Approximately how many people would reside or work in the completed project?

We are creating a plan for four people.

- j. Approximately how many people would the completed project displace?

None.

k. Proposed measures to avoid or reduce displacement impacts, if any:

Not Applicable.

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

We've met with the city and discussed all necessary updates and upgrades necessary for this property. We've submitted requests for a building permit and also a historic narrative to support our proposal and completed the requested application to show how this property is aligned with our city and county goals and initiatives regarding land, housing, and economic growth opportunities for our community.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

Not applicable

9. Housing [\[help\]](#)

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

There would be a basement unit available for middle-income housing.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

Instead of utilizing the main floor layout for housing, it would become the retail space.

c. Proposed measures to reduce or control housing impacts, if any:

The current housing situation is not in compliance with the city standards so all of our updates and upgrades will help improve opportunities for housing.

10. Aesthetics [\[help\]](#)

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

There will be no added structures to the property. The property itself is approximately 22'.

b. What views in the immediate vicinity would be altered or obstructed?

There will be no change to the aesthetic of the building.

c. Proposed measures to reduce or control aesthetic impacts, if any:

We will only be updating and enhancing the aesthetic from its weathered state.

11. Light and Glare [\[help\]](#)

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

We plan to replace the broken window on the East side of the building. The bigger window we plan to install could create more glare at sunrise when the sun is directly penetrating the structure.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

No.

- c. What existing off-site sources of light or glare may affect your proposal?

There are none.

- d. Proposed measures to reduce or control light and glare impacts, if any:

We do not have any since our light impact is so minimal.

12. Recreation [\[help\]](#)

- a. What designated and informal recreational opportunities are in the immediate vicinity?

The college is near our property and hosts a variety of recreational opportunities. The Sage Hills Church and The Seventh Day Adventist church also host various activities for the public and for their local congregations.

- b. Would the proposed project displace any existing recreational uses? If so, describe.

No.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

We will warmly welcome and support the activities the local churches and college offer and intend to add recreational activities focused on children's activities, and creative skill sets, both of which aren't a primary focus for these neighboring groups.

13. Historic and cultural preservation [\[help\]](#)

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

Yes, the building itself was built in 1918. It was a packing shed for the local apple orchards. The floors were recently restored to their original 20th century wood floors. It hosts a beautiful legacy of hard work and love for our community as shown by the MacPhail family who were some of the earliest farmers here in the Wenatchee Valley.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

No.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

We spoke with the most recent owners as well as the daughters of the MacPhail family to hear of the oral history of the property. They shared their experiences working there, friendshipping the workers who lived in part of the shed and also playing in the apple boxes as young children.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

We recently wrote a narrative and provided resources about the importance of preserving this building that was presented to the city and also the Historic board. The narrative is attached.

14. Transportation [\[help\]](#)

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

The property is on a main street (Western Ave.), which includes a turning lane to enter the property, and has plenty of parking behind the structure so there will be no disruption to the traffic.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

There is a public transit bus stop in front of the buiding that will remain in place.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

While no parking spaces will be added or removed, there are currently no designated parking spots. we plan to specifically designate 6-8 parking spaces behind the building.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

No.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would

be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

Approximately 10-20. This is an estimate as our shop has only lived online, but from the interest within the community we estimate 10-20 creators would come to purchase goods daily. We will not be open during the weekends, however we know that there will be added deliveries from mail carriers which will contribute to the average of 10-20 vehicular trips. Otherwise, we do not anticipate commercial or non-passenger trucks.

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

No.

h. Proposed measures to reduce or control transportation impacts, if any:

None.

15. Public Services [\[help\]](#)

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

No, we will not need an increase of public services.

b. Proposed measures to reduce or control direct impacts on public services, if any.

We will maintain and abide by all laws and regulations directed towards safety measures to reduce any added impacts on public services.

16. Utilities [\[help\]](#)

a. Circle utilities currently available at the site:

electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other internet

c. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Currently there are no other utilities needed to further the project.

C. Signature [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:



Name of signee John Donaghy & Vanessa Donaghy

Position and Agency/Organization Owners of Property

Date Submitted: March 29, 2023

A narrative to preserve a piece of Wenatchee history.

The MacPhail family landed in Wenatchee to try their hands at farming apples, pears and cherries in the early 1900's. They had two orchards, one at the foothills of Maple street and another at the foothills of Springwater avenue, along with a farm house and packing shed on Fifth street and Western avenue.

Rosie, the youngest of the 9 children, remembers playing in the packing shed on Western. "I would bring my dolls and make houses out of the apple boxes." She would play there for hours with her brothers and sisters. Rosie's older siblings worked in the packing shed, running apples there until the MacPhail's added pears to their crops and stopped using the shed for production. Families who worked on their farms often lived in the house adjacent to the space. Another family however, who was without housing, was invited to stay in the one-bedroom space on the southend of the shed. Though the conditions weren't ideal for a residence, it was a place they could call home for their family of four. Rosie remarked about the situation, "It doesn't surprise me. It's the sort of thing my dad would do." Earl MacPhail was always looking out for others and lending a helping hand.

The legacy of generosity is a thread woven through the history of this packing shed. Another community member, John Barker, shared with us the experiences he had with the Seventh Day Adventist Church and the packing shed. It was used to help others. "Food and goods were stored there, then distributed to support people in need. I remember it as a kid when I was going to church there."

The Koehlers then purchased the property from the MacPhail's and renovated the dirt floor basement into a 2-bedroom apartment beneath the once working packing shed. Don Koehler's purpose in doing so was to surprise the family living in the one-bedroom space on the southend of the building with a warm home. Don wanted a better home for this family, and he had the right skills to make it happen. Primarily, there was no insulation in the one-bedroom living quarters, apple boxes and packing materials were nailed to the walls to keep it warm during the winter. There was a leaky bathroom, and one outlet. Pat, Don's wife, recalls how surprised and grateful this family was when Don finished the basement and invited the family to live in it. The Koehler children attended school with the kids of this family and kept in touch for as long as they could. In the early 2000s another tenant began residency in the 2-bedroom basement apartment and lived there until we purchased it last Fall.

The packing shed received updates and renovations to the southend room after the Koehlers moved the family of four to the basement apartment. Don insulated and remodeled the space for Pat to quilt and sew in. She's an avid quilter, one of Wenatchee's finest, and a featured artist of the NCW Quilt & Fiber Art Festival. Members of the regional quilting guild and ladies from her round robin sewing group often gathered together to quilt, sew and help each other. "We had lots of gatherings there. It was a happy place where many memories were made."

When we walked into the space in September of 2022, it was packed to the brim. From old refrigerators to workshop tools, it was full. Yet, we could see the framework of a packing shed and felt of the legacy that it offered our community. For years and potentially decades, the packing shed has been "resting", utilized to help families, create memories and grow skill sets on a small level. Our hope and vision this year is to breathe added life into the packing shed, renovating and restoring the grounds and shed to become a multi-use building. We plan to make all needed improvements to align with codes provided by the city so that this building can

continue its legacy to give back and flourish. How? Currently, our area does not offer a fabric and textile shop for our quilting and sewing community. There are big box stores that have limited resources, but many quilters travel outside of the area to find these specific sewing materials or even order online. We currently own one of those online fabric shops, and it's our goal to become the first retail tenant in the upstairs portion of the packing shed. With a brick and mortar space, Wenatchee quilters and sewists will have greater sewing resources to fulfill the amazing work they do. Their contributions to our community extend beyond their craft. They volunteer on boards, float in the rotations at the hospital, spend time in our schools, and raise children rooted in serving and loving our community. You will see as I have experienced, that these women love Wenatchee. And this old packing shed can transform into the space which allows them and others to learn, grow and develop together. We intend to hold classes for the beginner and the advanced. We see the value in gathering together, in magnifying our gifts and learning from others, and we know this space can offer experiences that continue to foster growth and unity. It is our belief that this structure has played a sweet role in the history of Wenatchee and will continue to do so and influence generations to come.

The attached PDF shows photos of the packing shed from 1995 on. The photos highlight the renovation of the southend room, the gatherings with the quilting guild and friends, and the transformation of the packing shed space, from mess to the recent restoration of the original flooring.



Renovations



The updated South-end room



Before it underwent renovations in 1995



Continued Renovations



quilting guild gatherings



Renovations from 1995



new siding and paint in 1995



Pat Koehler hosted many friends and quilters in the space.



The workshop became a home for junk & never finished projects due to the owner's failing health.



We cleared out much of the junk that wasn't removed upon purchase and recently refinished the original hardwood floors, reviving the history and legacy of this beloved building.

ORDINANCE NO. 2023-25

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

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

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

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

SECTION 1

The following findings of fact are adopted in support of this Ordinance. Any finding of fact that is more appropriately deemed a conclusion of law shall be a conclusion of law.

Findings of Fact:

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

planning matters and providing implementation recommendations to assure compliance with the Growth Management Act for the City of Wenatchee Urban Growth Area in coordination with Chelan County and within the incorporated boundaries of the City of Wenatchee. These measures include updates and amendments to the comprehensive plan; development regulations, environmental regulations, and any other rules, actions or regulations deemed necessary to implement the Growth Management Act.

3. RCW Chapters 36.70 and 36.70A authorize the adoption of development regulations.
4. The Planning Commission conducted workshops on parts of the proposed revisions on June 21, 2023; September 20, 2023; and October 18, 2023.
5. The City of Wenatchee issued a determination of non-significance on October 4, 2023 and provided copies of the environmental documents to the Department of Ecology SEPA Register for the amendments on the same day. Notice was also provided to local and regional agencies for the 60-day review and comment periods/environmental determinations.
6. Notice of the public 60-day review and comment period, environmental determination, and public hearing dates were published in the Wenatchee World on October 4, 2023.
7. On October 4, 2023 the City of Wenatchee and Chelan County provided joint notice to the Washington State Department of Commerce of the intent to adopt amendments to the Wenatchee Urban Area Comprehensive Plan, the official zoning map, the Wenatchee City Code, and the City of Wenatchee Capital Facilities Plan.
8. The amendments, environmental documents, and meeting information have been posted on the City of Wenatchee website during the public comment and environmental review periods.
9. On November 15, 2023, the City of Wenatchee Planning Commission conducted an advertised public hearing. The Planning Commission entered into the record the files on this amendment, accepted public testimony, and deliberated the merits of the proposal.
10. The City of Wenatchee Planning Commission has reviewed the entire record and public testimony as it relates to the proposed amendments to the Wenatchee City Code and the Wenatchee Urban Area Comprehensive Plan.
11. The Planning Commission conducted workshops on parts of the proposed revisions on September 20, 2023; and October 18, 2023.
12. Goal 2 Policy 5 in the Community Design and Healthy Communities Element of the Wenatchee Urban Area Comprehensive Plan states: “Where feasible, in mixed use and commercial districts enhance sidewalk activity by requiring developers to site buildings close to the street, with parking located behind or to the side of buildings, and to include ground-floor façade treatments that generate pedestrian interest.”
13. Goal 5 of the Transportation Element of the Wenatchee Urban Area Comprehensive Plan states: “Parking - Establish parking to be highly utilized, efficient, and safe, while promoting community appearance and alternative modes of transportation.”

14. Goal 5 Policy 1 of the Transportation Element of the Wenatchee Urban Area Comprehensive Plan states: “Coordinate parking in a manner that supports and strengthens the unique character of existing and emerging districts and neighborhoods. Consider developing a parking matrix to establish varying parking requirements at the individual district level. Where appropriate, manage parking by defined area or district.”
15. Goal 5 Policy 2 of the Transportation Element of the Wenatchee Urban Area Comprehensive Plan states: “Discourage private standalone surface parking lots; i.e. parking lots without a primary use. Encourage efficient structured parking that can be shared by multiple users.”
16. Goal 5 Policy 5 of the Transportation Element of the Wenatchee Urban Area Comprehensive Plan states: “Adopt parking management strategies including better signage and enhanced pedestrian connections to optimize existing or new public parking facilities.”
17. GOAL 6 TRANSPORTATION DEMAND MANAGEMENT (TDM) of the Transportation Element of the Wenatchee Urban Area Comprehensive Plan states: Modify individual travel behavior, optimize the use of existing road capacity, and encourage active forms of transportation to improve safety and efficiency, minimize environmental impacts, and promote socioeconomic benefits.
18. GOAL 6 Policy 1 of the Transportation Element of the Wenatchee Urban Area Comprehensive Plan states: “Adopt strategies including mixed land uses and parking/trip reduction policies that aim to maximize the efficiency of our existing transportation system.”
19. Goal 6 Policy 6 of the Community Design and Health Communities Element of the Wenatchee Urban Area Comprehensive Plan states: “All signs and lighting (including for streets, buildings, parking areas, and signs) should be designed so that they perform their function without being unduly disruptive to the visual appeal of the area.”
20. The current boundary of the Historic/Entertainment Overlay (HEO) includes several of the areas described in the Central Business District Subarea Plan which are illustrated in Figure 7 on page 7 of the subarea plan.
21. The guidelines in the Central Business District Subarea Plan for each portion of the Central Business District regarding signs include the following:
 - Historic Core Overlay: “Signage should be pedestrian in scale and backlit signs and backlit awnings should be discouraged.”

SECTION 2

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

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

Conclusions of Law:

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

SECTION 3

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

SECTION 4

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 5

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 6

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF
WENATCHEE** this 7th day of December, 2023.

CITY OF WENATCHEE, a municipal corporation

By _____
FRANK J. KUNTZ, Mayor

ATTEST:

By _____
TAMMY L. McCORD, City Clerk

APPROVED AS TO FORM:

By _____
STEVE D. SMITH, City Attorney Emeritus

EXHIBIT “A”

Title 10 ZONING

Chapter 10.10 DISTRICT USE CHART

10.10.020 District use chart.

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

District Use Chart

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

Uses	Commercial Districts						Mixed Use Districts			Residential Districts					Overlay Zones					
	CBD	NWBD	SWBD	CN	CD	I	WMU	OMU	RMU	RF	RS	RL	RM	RH	HEO	CSO	MRC	IO	PO	RRO
Other Uses																				
Parking facility	P	P	P	C	P ¹³	P	C	C	C	~	~	~	~	C	P	P	~	P	C+	C+

¹³ Only permitted when located on land and within a structure or facility owned by an institution of higher education.

Chapter 10.46 DEVELOPMENT STANDARD CHARTS

10.46.040 Commercial district development chart.

(1) General Dimensional Standards.

Standard	CN	CD	CBD	NWBD and SWBD	I	Conditions/ Exceptions/ Reference
Minimum Lot Dimensions						
Lot area	10,000 sf	None	None	None	None	WCC 10.46.060
Lot width	60 feet	None	None	None	40 feet	WCC 10.46.070

Standard	CN	CD	CBD	NWBD and SWBD	I	Conditions/ Exceptions/ Reference
Lot with alley access	40 feet	None	None	None	40 feet	
Lot width at point of access	20 feet	None	None	None	None	WCC 10.46.070(3)
Lot depth	100 feet	None	None	80 feet	80 feet	
Setback Standards (WCC 10.46.080)						
Street – Minimum	0 – 10 feet ^(X)	15 feet	0 – 10 feet ^(X)	0 – 10 feet ^(X)	0 feet	WCC 10.46.080(2) ^(X) WCC 10.46.080(2)(d)
Minimum sidewalk widths	10 feet	10 feet	12 10 feet	10 feet	None	WCC 10.46.080(2)(d)(i) and (iv)
Street – Minimum, individual garage, carport	20 feet	20 feet	None	20 feet	None	WCC 10.46.080(2)(b) and (2)(d)
Rear – Minimum	0 feet ^(X)	10 feet	0 feet ^(Y)	0 feet ^{(X)(Y)}	0 feet ^(Y)	WCC 10.46.080(3) ^(X) WCC 10.46.080(3)(f) ^(Y) WCC 10.46.090(2)(c)
Side – Minimum	5 feet	10 feet	0 feet ^{(X)(Y)}	0 feet ^{(X)(Y)}	0 feet ^{(X)(Y)}	WCC 10.46.080(4) ^(X) WCC 10.46.080(4)(e) and (f)
Building Standards						
Maximum building height	35 feet	60 feet ^(Y)	90 feet ^(X)	90 feet ^(X)	90 feet ^(X)	WCC 10.46.090 ^(X) WCC 10.46.090(2)(c) ^(Y) WCC 10.46.090(2)(d)
Maximum lot coverage	50% ^(X)	100%	100%	100%	70%	WCC 10.46.100

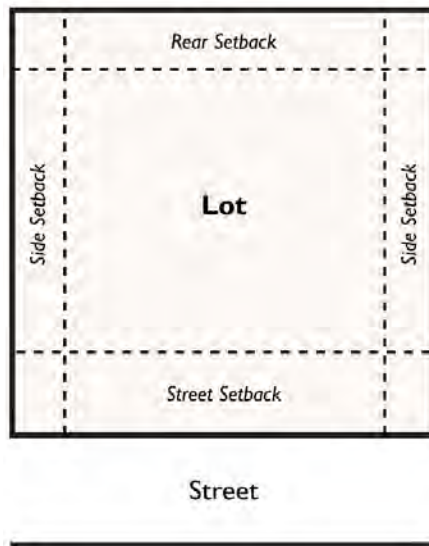
Standard	CN	CD	CBD	NWBD and SWBD	I	Conditions/ Exceptions/ Reference
						(X) WCC 10.46.100(2)

10.46.080 Setback measurements and exceptions.

The development charts in this chapter provide minimum standards for street, side, rear, and interior setbacks. Figure 10.46.080 shows the location of some setback types on a typical lot. Clarification on how these setbacks are measured is provided in subsections (1) through (9) of this section.

Figure 10.46.080

Setback types.



(2) Street Setbacks. The street setback is measured from the street right-of-way unless otherwise noted.

(d) Street Setback Clarifications in Mixed Use and Commercial Zones.

(i) Minimum street setbacks shall accommodate minimum sidewalk widths per district, street, or block when specified. In the CBD zone, second floor spaces may extend over sidewalk to the right-of-way line.

(ii) Ten-foot minimum street setbacks are required for ground floor residential uses. Exceptions:

(A) Live-work residences provided they meet the provisions of subsection (2)(d)(iii) of this section.

(B) The street setback may be reduced to a minimum of five feet in the CBD, NWBD, SWBD, and WMU zones where the development conforms to Residential Design Guideline C.1.1 (Ground related units facing streets, common pathways or common open spaces).

(iii) Designated pedestrian-oriented streets per Figure C.1.d in the Residential Design Guidelines are subject to setback and facade standards in Residential Design Guidelines C.1 and E.4.

(iv) The minimum sidewalk width for the South Wenatchee Business District south of Terminal Avenue is 5 feet.

Chapter 10.50 SIGNS

10.50.060 Sign illumination.

(3) Permitted Sign Illumination Types. Table 10.50.060 below specifies permitted sign illumination types by zone and other requirements.



Table 10.50.060			
Permitted signs illumination types.			
Illumination Type and Description	Example	Permitted zones and overlays	Other requirements
<p>Channel letter. Light source is internal and light is emitted through the front or face of the letters.</p>		<p>All nonresidential zones except HEO and CD</p>	<p>May be incorporated into a permitted wall, pole, or monument sign</p>
<p>Reverse channel letter. Letter faces are opaque and light source provides halo effect</p>		<p>All zones</p>	<p>May be incorporated into a permitted wall, projecting, pole, or monument sign</p>




Table 10.50.060

Permitted signs illumination types.

Illumination Type and Description	Example	Permitted zones and overlays	Other requirements
through backlighting.			
<p>Push-through. Letters are cut out of an opaque sign face. Interior light shines through letter faces only. May include a halo effect.</p>		All zones	May be incorporated into a permitted wall, projecting, pole, or monument sign
<p>Neon.</p>		All nonresidential zones except CD	May be incorporated into a permitted wall, projecting, window, pole, or monument sign
<p>Internally illuminated cabinet signs. Sign face is illuminated through translucent casing. This includes internally illuminated changeable copy signs.</p>		All commercial and overlay zones except HEO and CD	May be incorporated into a permitted wall, pole, pylon, or monument sign

Table 10.50.060

Permitted signs illumination types.

Illumination Type and Description	Example	Permitted zones and overlays	Other requirements
<p>Digital message signs.</p>		<p>CBD, NWBD, SWBD, CN, I, CSO, IO, PO, RRO, WMU, OMU, CD, <u>HEO</u> (not allowed in any residential zone except for permitted nonresidential uses)</p>	<p>Only allowed to be integrated on permitted monument and pole signs per WCC 10.50.110</p>
<p>Internally illuminated awning signs. The awning face is illuminated through the awning material.</p>		<p>Not allowed in any zone</p>	
<p>Externally illuminated sign.</p>		<p>All zones</p>	<p>Illumination techniques shall focus the light on the sign and avoid glare to the sky, streets, sidewalks, and other public spaces, and adjacent uses.</p>

ORDINANCE NO. 2023-26

AN ORDINANCE, of the City of Wenatchee amending Wenatchee City Code (WCC) Chapter 11.04 Subdivision General Provisions.

SECTION 1

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

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

Findings of Fact:

1. The City of Wenatchee has adopted the Wenatchee Urban Area Comprehensive Plan and a series of sub-area comprehensive plans pursuant to the Growth Management Act (GMA), RCW Chapter 36.70A, which cover the Wenatchee Urban Growth Area and all incorporated areas within the City of Wenatchee, that have been found to be consistent with each other and with the adopted GMA plans of the adjoining jurisdictions.
2. The City of Wenatchee Planning Commission is responsible for long-range planning matters and providing implementation recommendations to assure compliance with the Growth Management Act for the City of Wenatchee Urban Growth Area in coordination with Chelan County and within the incorporated boundaries of the City of Wenatchee. These measures include updates and amendments to the comprehensive plan; development regulations, environmental regulations, and any other rules, actions or regulations deemed necessary to implement the Growth Management Act.
3. RCW Chapters 36.70 and 36.70A authorize the adoption of development regulations.
4. The Planning Commission conducted workshops on parts of the proposed revisions on June 21, 2023; September 20, 2023; and October 18, 2023.
5. The City of Wenatchee issued a determination of non-significance on October 4, 2023 and provided copies of the environmental documents to the Department of Ecology SEPA Register for the amendments on the same day. Notice was also provided to local and regional agencies for the 60-day review and comment periods/environmental determinations.
6. Notice of the public 60-day review and comment period, environmental determination, and public hearing dates were published in the Wenatchee World on October 4, 2023.
7. On October 4, 2023 the City of Wenatchee and Chelan County provided joint notice to the Washington State Department of Commerce of the intent to adopt

amendments to the Wenatchee Urban Area Comprehensive Plan, the official zoning map, the Wenatchee City Code, and the City of Wenatchee Capital Facilities Plan.

8. The amendments, environmental documents, and meeting information have been posted on the City of Wenatchee website during the public comment and environmental review periods.
9. On November 15, 2023, the City of Wenatchee Planning Commission conducted an advertised public hearing. The Planning Commission entered into the record the files on this amendment, accepted public testimony, and deliberated the merits of the proposal.
10. The City of Wenatchee Planning Commission has reviewed the entire record and public testimony as it relates to the proposed amendments to the Wenatchee City Code and the Wenatchee Urban Area Comprehensive Plan.
11. The Planning Commission conducted workshops on parts of the proposed revisions on October 18, 2023.
12. The city's street standards are currently located in Title 11 Subdivisions.
13. The Public Works Department and Fire Code Official have identified a need for the street standards to apply to situations where Title 11 does not otherwise apply.
14. Goal 1 Policy 6 of the Transportation Element of the Wenatchee Urban Area Comprehensive Plan states: "Adopt a circulation plan and local street classification system that reflect each roadway's role in the regional and local transportation network. Roadway standards should be based on the local classification system."
15. Goal 1 Policy 7 of the Transportation Element of the Wenatchee Urban Area Comprehensive Plan states: "Proposed new circulation routes have been identified in the circulation plan. The specific location of these routes may be altered by the City Engineer in order to accomplish the intended circulation function. As development occurs which may benefit or contribute to circulation impacts in the area of new proposed circulation corridors, development must proportionately address transportation system impacts."
16. Goal 1 Policy 8 of the Transportation Element of the Wenatchee Urban Area Comprehensive Plan states: "In addition to identified new circulation routes, transportation facility connectivity may necessitate the continuation of road systems to foster the long-range transportation goals and policies of the city. As development occurs, require the extension of dead-end streets which improve access and circulation."
17. Goal 1 Policy 9 of the Transportation Element of the Wenatchee Urban Area Comprehensive Plan states: "Improve arterial streets by bringing them up to current standards; prioritize projects based on improvements to transportation circulation from neighborhoods to downtown and other commercial areas."

SECTION 2

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

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

Conclusions of Law:

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

SECTION 3

Chapter 11.04 WCC “General Provisions” shall be and hereby is amended as set forth on Exhibit “A” attached hereto and incorporated herein by this reference.

SECTION 4

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 5

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 6

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

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 7th day of December, 2023.

CITY OF WENATCHEE, a municipal corporation

By _____
FRANK J. KUNTZ, Mayor

ATTEST:

By _____
TAMMY L. McCORD, City Clerk

APPROVED AS TO FORM:

By _____
STEVE D. SMITH, City Attorney Emeritus

EXHIBIT “A”

Title 11 SUBDIVISIONS

Chapter 11.04 GENERAL PROVISIONS

11.04.010 Applicability.

Every division of land into two or more lots, parcels, or tracts within the corporation limits of the city of Wenatchee shall proceed in compliance with this title. The City Engineer in consultation with the Fire Code Official shall also interpret and apply the street and fire protection standards of this Chapter for applicability to development authorized by City Code under Titles 2 Buildings, 10 Zoning, Wenatchee City Code in conjunction with the requirements of Title 7 Streets and Sidewalks.

ORDINANCE NO. 2023-27

AN ORDINANCE, of the City of Wenatchee amending the official zoning map of the City of Wenatchee as codified at WCC 10.06.010.

THE CITY COUNCIL OF THE CITY OF WENATCHEE FINDS as

follows:

1. The City of Wenatchee has adopted the Wenatchee Urban Area Comprehensive Plan and a series of sub-area comprehensive plans pursuant to the Growth Management Act (GMA), RCW Chapter 36.70A, which cover the Wenatchee Urban Growth Area and all incorporated areas within the City of Wenatchee, that have been found to be consistent with each other and with the adopted GMA plans of the adjoining jurisdictions.
2. The City of Wenatchee Planning Commission is responsible for long-range planning matters and providing implementation recommendations to assure compliance with the Growth Management Act for the City of Wenatchee Urban Growth Area in coordination with Chelan County and within the incorporated boundaries of the City of Wenatchee. These measures include updates and amendments to the comprehensive plan; development regulations, environmental regulations, and any other rules, actions or regulations deemed necessary to implement the Growth Management Act.
3. RCW Chapters 36.70 and 36.70A authorize the adoption of development regulations.
4. The Planning Commission conducted workshops on parts of the proposed revisions on June 21, 2023; September 20, 2023; and October 18, 2023.
5. The City of Wenatchee issued a determination of non-significance on October 4, 2023 and provided copies of the environmental documents to the Department of Ecology SEPA Register for the amendments on the same day. Notice was also provided to local and regional agencies for the 60-day review and comment periods/environmental determinations.
6. Notice of the public 60-day review and comment period, environmental determination, and public hearing dates were published in the Wenatchee World on October 4, 2023.
7. On October 4, 2023 the City of Wenatchee and Chelan County provided joint notice to the Washington State Department of Commerce of the intent to adopt amendments to the Wenatchee Urban Area Comprehensive

Plan, the official zoning map, the Wenatchee City Code, and the City of Wenatchee Capital Facilities Plan.

8. The amendments, environmental documents, and meeting information have been posted on the City of Wenatchee website during the public comment and environmental review periods.
9. On November 15, 2023, the City of Wenatchee Planning Commission conducted an advertised public hearing. The Planning Commission entered into the record the files on this amendment, accepted public testimony, and deliberated the merits of the proposal.
10. The City of Wenatchee Planning Commission has reviewed the entire record and public testimony as it relates to the proposed amendments to the Wenatchee City Code and the Wenatchee Urban Area Comprehensive Plan.

CPRZ-23-01 Findings

11. The Planning Commission conducted a workshop on parts of the proposed revisions on June 21, 2023 and October 18, 2023.
12. On October 23, 2023 a notice of application and public hearing was posted at 326 N Miller St and also mailed to the owners of properties within 350 feet of the proposed location of the zone change as shown on the records of the county assessor.
13. Notice of application and public hearing was published in the Wenatchee World Newspaper on October 4, 2023.
14. Goal 3 Policy 4 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “In the 2006 comprehensive plan update process, a number of arterial corridor overlay designations were established. These designations often do not follow property boundaries and provide multiple layers of standards that apply to projects. Review these designations, standards, and development which has occurred since initial adoption to identify opportunities to facilitate and improve the implementation of desired corridor development.”
15. Goal 3 Policy 5 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “Evaluate and determine which overlay districts could transition to new or revised zoning districts in order to provide greater clarity and effective implementation of desired outcomes.”
16. Goal 17 Policy 5 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “Overlay zoning districts have been an effective tool for the city to implement new policy directives. These districts should now be reviewed to examine their effectiveness and opportunities where appropriate to transition any of the overlay districts with their underlying zoning layer into distinct separate zoning districts.”
17. The proposed amendments under file number CPRZ-23-01 are not a comprehensive review of overlay designations but instead an isolated action.

18. Goal 4 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “CORRIDORS – Develop appealing and efficient residential, mixed-use, and commercial corridors.”
19. Goal 4 Policy 3 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “Mitigate the impact of increased traffic and higher densities along corridors through streetscape enhancements including pedestrian scaled lighting, trees, landscaped medians, planter strips, and street furniture.”
20. Goal 4 Policy 4 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “Ensure design and use compatibility of new corridor development with adjacent residential neighborhoods.”
21. Goal 3 Policy 1 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “New services, conveniences, and/or gathering places will be supported in an existing neighborhood that lacks such facilities, provided they meet performance and architectural standards respecting the neighborhood’s positive characteristics, level of activity, and parking and traffic conditions.”

CPRZ-23-02 Findings

22. The Planning Commission conducted a workshop on parts of the proposed revisions on June 21, 2023 and October 18, 2023.
23. Goal 6 Policy 4 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “Provide opportunities for expansion of existing or new neighborhood commercial areas to better serve neighborhoods.”
24. Goal 1 Policy 3 of the Urban Design and Healthy Communities Element of the Wenatchee Urban Area Comprehensive Plan states: “Protect the edges of neighborhoods and districts through compatible design and development standards, signage, and landscaping. Compatibility for site design and standards, is not taken as being similar or the same as, but instead is an approach at establishing clearly stated design guidelines and standards that provide a range of acceptable building types, massing and characteristics, sensitive to the interface of adjacent uses or districts.”
25. Goal 3 Policy 5 of the Community Design and Healthy Communities Element of the Wenatchee Urban Area Comprehensive Plan states: “Promote a mix of uses in neighborhood commercial centers using incentives that encourage appropriately scaled buildings with second floor offices or residences.”
26. Goal 3 Policy 1 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “New services, conveniences, and/or gathering places will be supported in an existing neighborhood that lacks such facilities, provided they meet performance and architectural standards respecting the neighborhood’s positive characteristics, level of activity, and parking and traffic conditions.”
27. On October 23, 2023 a notice of application and public hearing was posted at 404 N Western Ave and also mailed to the owners of properties within

350 feet of the proposed location of the zone change as shown on the records of the county assessor.

28. Notice of application and public hearing was published in the Wenatchee World Newspaper on October 4, 2023.

**THE CITY COUNCIL OF THE CITY OF WENATCHEE
CONCLUDES** as follows:

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

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF WENATCHEE,** as follows:

SECTION 1

That the official zoning map of the City of Wenatchee as codified at WCC 10.06.010 shall be and hereby is modified as set forth on Exhibit "A" attached hereto and incorporated herein by this reference.

SECTION 2

As required by RCW 36.70A.106(2), a complete and accurate copy of this Ordinance shall be transmitted to the State of Washington, Department of Commerce, within ten (10) days of final adoption.

SECTION 3

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 4

This Ordinance shall be in full force and effect thirty (30) days following publication of a summary hereof consisting of the title.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 7th day of December, 2023.

CITY OF WENATCHEE, a Municipal Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

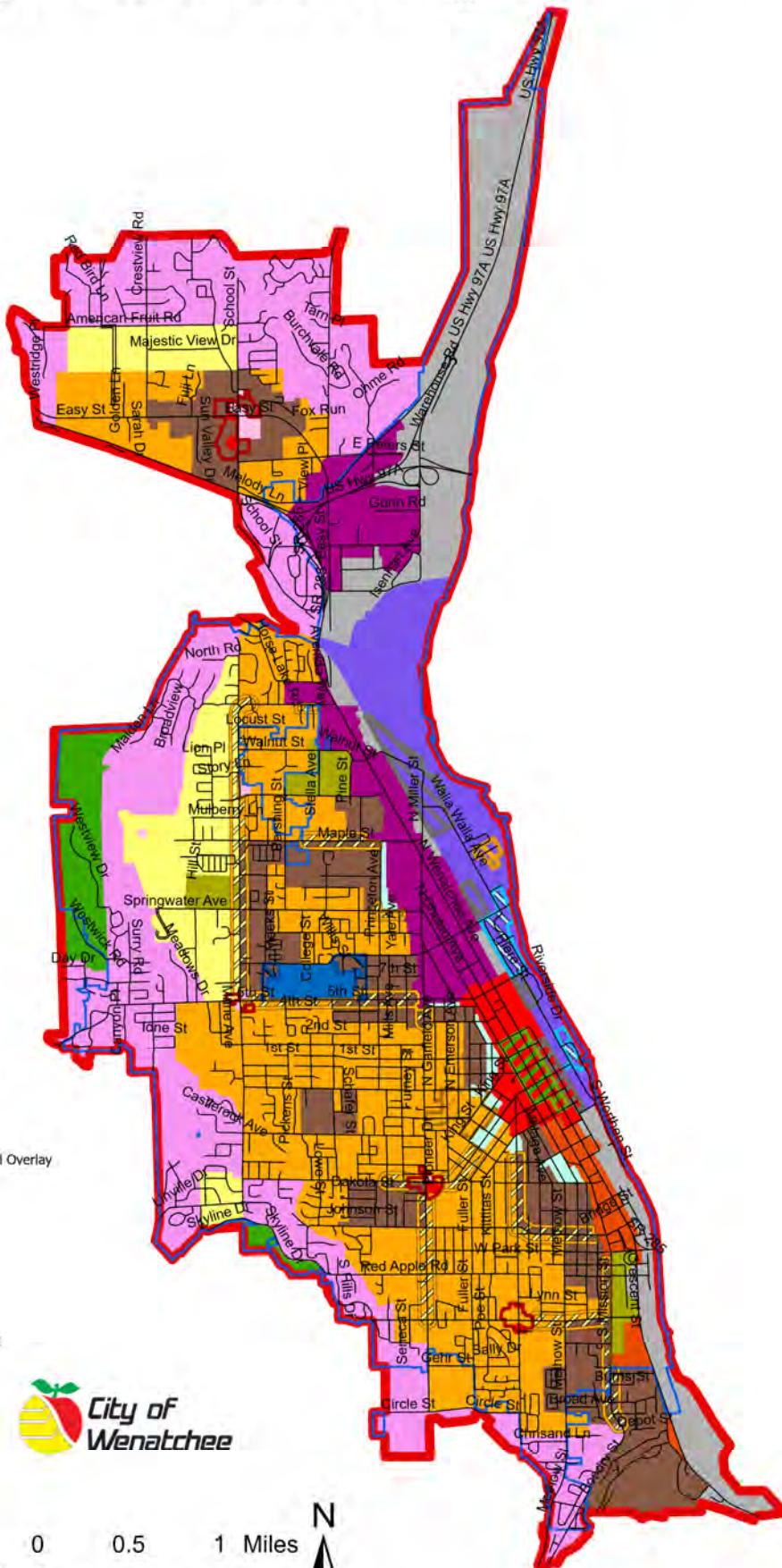
By: _____
TAMMY L. McCORD, City Clerk

APPROVED AS TO FORM:

By: _____
STEVE D. SMITH, City Attorney Emeritus

EXHIBIT “A”

City of Wenatchee Zoning Map



Legend

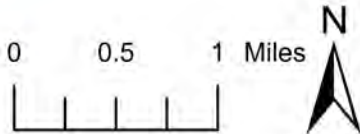
- Streets
- City Limits
- Urban Growth Area

Overlay Districts

- ▨ CDO - College District Overlay
- ▨ CSO - Columbia Street Overlay
- ▨ GHD - Grandview Historic District
- ▨ HEO - Historic / Entertainment Overlay
- ▨ MRC - Mixed Residential Corridor
- ▨ CNO - Neighborhood Commercial Overlay
- ▨ IO - Waterfront Industrial Overlay
- ▨ PO - Waterfront Pedestrian Overlay
- ▨ RRO - Waterfront Recreational / Residential Overlay

Zoning Districts

- CBD - Central Business District
- CD - College District
- CN - Neighborhood Commercial
- I - Industrial
- NWBD - North Wenatchee Business District
- OMU - Office Mixed use
- RFL - Residential Foothills Low
- RH - Residential High
- RL - Residential Low
- RM - Residential Moderate
- RMU - Residential Mixed Use
- RS - Residential Single Family
- SWBD - South Wenatchee Business District
- WMU - Waterfront Mixed Use



RESOLUTION NO. 2023-34

A RESOLUTION, of the City of Wenatchee amending and restating the City of Wenatchee Capital Facilities Plan.

WHEREAS, the City Council enters the following findings of fact:

1. The City of Wenatchee has adopted the Wenatchee Urban Area Comprehensive Plan and a series of sub-area comprehensive plans pursuant to the Growth Management Act (GMA), RCW Chapter 36.70A, which cover the Wenatchee Urban Growth Area and all incorporated areas within the City of Wenatchee, that have been found to be consistent with each other and with the adopted GMA plans of the adjoining jurisdictions.
2. The City of Wenatchee Planning Commission is responsible for long-range planning matters and providing implementation recommendations to assure compliance with the Growth Management Act for the City of Wenatchee Urban Growth Area in coordination with Chelan County and within the incorporated boundaries of the City of Wenatchee. These measures include updates and amendments to the comprehensive plan; development regulations, environmental regulations, and any other rules, actions or regulations deemed necessary to implement the Growth Management Act.
3. RCW Chapters 36.70 and 36.70A authorize the adoption of development regulations.
4. The Planning Commission conducted workshops on parts of the proposed revisions on June 21, 2023; September 20, 2023; and October 18, 2023.
5. The City of Wenatchee issued a determination of non-significance on October 4, 2023 and provided copies of the environmental documents to the Department of Ecology SEPA Register for the amendments on the same day. Notice was also provided to local and regional agencies for the 60-day review and comment periods/environmental determinations.
6. Notice of the public 60-day review and comment period, environmental determination, and public hearing dates were published in the Wenatchee World on October 4, 2023.
7. On October 4, 2023 the City of Wenatchee and Chelan County provided joint notice to the Washington State Department of Commerce of the intent to adopt amendments to the Wenatchee Urban Area Comprehensive Plan, the official zoning map, the Wenatchee City Code, and the City of Wenatchee Capital Facilities Plan.
8. The amendments, environmental documents, and meeting information have been posted on the City of Wenatchee website during the public comment and environmental review periods.

9. On November 15, 2023, the City of Wenatchee Planning Commission conducted an advertised public hearing. The Planning Commission entered into the record the files on this amendment, accepted public testimony, and deliberated the merits of the proposal.
10. The City of Wenatchee Planning Commission has reviewed the entire record and public testimony as it relates to the proposed amendments to the Wenatchee City Code and the Wenatchee Urban Area Comprehensive Plan.
11. The City of Wenatchee has adopted the Wenatchee Urban Area Comprehensive Plan and a series of sub-area comprehensive plans pursuant to the Growth Management Act (GMA), RCW Chapter 36.70A, which cover the Wenatchee Urban Growth Area and all incorporated areas within the City of Wenatchee, that have been found to be consistent with each other and with the adopted GMA plans of the adjoining jurisdictions.
12. The City of Wenatchee Planning Commission is responsible for long-range planning matters and providing implementation recommendations to assure compliance with the Growth Management Act for the City of Wenatchee Urban Growth Area in coordination with Chelan County and within the incorporated boundaries of the City of Wenatchee. These measures include updates and amendments to the comprehensive plan; development regulations, environmental regulations, and any other rules, actions or regulations deemed necessary to implement the Growth Management Act.
13. The goals and policies from the Wenatchee Urban Area Comprehensive Plan identified under Section V. Project Analysis of this staff report, are hereby incorporated as findings herein. These policies demonstrate consistency with the comprehensive plan and support the proposed amendments to the City of Wenatchee Capital Facilities Plan attached as Exhibit D to this staff report.
14. RCW 36.70A.120 establishes that, “Each county and city that is required or chooses to plan under RCW 36.70A.040 shall perform its activities and make capital budget decisions in conformity with it’s comprehensive plan.”
15. WAC 365-196-415(2)(c)(ii) establishes that, “The six-year plan should be updated at least biennially so financial planning remains sufficiently ahead of the present for concurrency to be evaluated. Such an update of the capital facilities element may be integrated with the county’s or city’s annual budget process for capital facilities.”

WHEREAS, the City Council makes the following conclusions of law:

1. The procedural and substantive requirements of the State Environmental Policy Act have been complied with.
2. The procedural requirements of RCW 36.70A have been complied with.

3. The proposed amendments are consistent with the Chelan County Countywide Planning Policies and the City of Wenatchee Urban Area Comprehensive Plan.
4. The proposed amendments are consistent with the requirements of Revised Code of Washington, and the Washington Administrative Code.
5. The proposed amendments have been reviewed and processed in accordance with the requirements of Title 10 Zoning, Title 12 Environmental Protection, and Title 13 Administration of Development Regulations of the City of Wenatchee Code.
6. The process of amending the capital facility plan in concert with the city's budget for 2024 is consistent with the requirements of GMA to ensure that capital budget decisions are in conformity with the city's comprehensive plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE as follows:

SECTION 1

The recitals set forth above are hereby adopted as the City Council's findings of fact and conclusions of law in support of this Resolution. If any finding of fact is deemed more appropriately a conclusion of law, or if any conclusion of law is deemed more appropriately a finding of fact, they are hereby adopted as such.

SECTION 2

The Capital Facilities Plan of the City of Wenatchee shall be and hereby is amended and restated in full as set forth on Exhibit "A" attached hereto and incorporated herein by this reference.

SECTION 3

Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this Resolution, 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 4

This Resolution shall be effective immediately.

**PASSED BY THE CITY COUNCIL OF THE CITY OF
WENATCHEE** at a regular meeting thereof this 7th day of December, 2023.

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
FRANK J. KUNTZ, Mayor

ATTEST:

By: _____
TAMMY L. McCORD, City Clerk

APPROVED AS TO FORM:

By: _____
STEVE D. SMITH, City Attorney Emeritus

EXHIBIT “A”

CAPITAL FACILITIES PLAN



CITY OF WENATCHEE ~~2023-2028~~2024-2029

Adopted:
Resolution No.

PO Box 519
Wenatchee, WA 98807
(509) 888-6200



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Capital Facilities Plan

~~2023-2028~~2024-2029

CITY OF WENATCHEE ~~2023-2028~~2024-2029

INTRODUCTION

The City's Capital Facilities Plan (CFP) provides a comprehensive project list and schedule guiding the investment of city resources in infrastructure. These resources are made up of local revenues as well as State and Federal grants. The CFP identifies those projects which have secured funding as well as a list of projects which have not yet been funded. The projects included in this plan have largely been identified through other planning efforts which are all incorporated into the City's Comprehensive Plan. The reader is referred to these other referenced plans for additional detail concerning projects.

Why is it important for a city to keep a capital facilities plan up to date? In particular, the following three compelling reasons drive the update of the City's capital facilities plan:

1. City health and long-term stability in terms of quality of life and its economy require replacement and repair of existing infrastructure, investment in new infrastructure, and correction of deficiencies.
2. The City receives many State and Federal grants for infrastructure. For example, the majority of street improvement projects are funded with grants. The majority of infrastructure grants and loan programs require that projects be identified the City's adopted Capital Facilities Plan.
3. The Washington State Growth Management Act of 1990 requires that capital facility plans be adopted and consist of (1) an inventory of existing capital facilities; (2) a forecast of the future needs for such facilities; (3) the proposed locations and capacities of expanded or new facilities; (4) at least a six-year plan that will finance such facilities within projected funding capacities and clearly identifies sources of public money for such purposes; and (5) a requirement to reassess the land use element if funding falls short of meeting existing needs.

The purpose of the CFP is to ensure the City plans for adequate facilities that are (1) consistent with the goals and policies of the Wenatchee Area Urban Comprehensive Plan: Planning to Blossom 2037; (2) consistent with the projected population growth and land use plan; (3) concurrent with, or within 6 years of the impacts of new development in order to achieve and maintain adopted level of service standards; and (4) based on sound fiscal policies for the city.

This document is updated annually serving as the 6-year financing/implementation plan for the City's Overall Comprehensive Plan. Projects funded in the first year of the plan are intended to be consistent with the adopted city budget. The Public Facilities and Services Element of the Comprehensive Plan and referenced individual public facility plans provide the information required by RCW36.70A.070 (3).

The city-owned public capital facilities encompassed by this plan include the following:

- streets
- sidewalks, paths and trails
- parking facilities
- street and road lighting systems
- traffic signals
- domestic water system
- stormwater system
- sanitary sewer system
- parks and recreation facilities
- general administrative facilities
- museum
- convention center
- cemetery

Under the Growth Management Act, the city's Capital Facilities Plan must also be coordinated and consistent with CFP's of other public facility providers. Some of those providers within the Wenatchee Urban Area include: Wenatchee School District (schools), Chelan County P.U.D. (electrical, water, parks and recreation), Department of Transportation (highways), Wenatchee Reclamation District (irrigation water), Fire District No. 1 (fire protection), Chelan County (streets, solid waste, storm sewer, lighting, traffic signals, law and justice).

Upon passage of the annual budget for the City of Wenatchee, Appendix A will be amended representing the adopted capital projects list.

DEFINITIONS

The following definitions will help in understanding how this Capital Facilities Plan is put together and read.

Capital Facility: Capital facilities are structures, improvements, equipment, or other major assets (including land) with a useful life of at least ten (10) years. Capital improvements are projects that create, expand, or modify a capital facility. This definition applies to projects that cost more than twenty thousand (\$20,000) dollars.

Public Facility: The city-owned public capital facilities encompassed by this plan include the following: streets, sidewalks, paths and trails, parking facilities, street and road lighting systems, traffic signals, domestic water system, storm sewer system, sanitary sewer system, parks and recreation facilities, general administrative facilities, vehicles, convention center, museum, and cemetery.

Level of Service: Levels of service are usually quantifiable measures of the amount of public facilities that are provided to the community. Measures of levels of service are typically expressed as ratios of facility capacity to demand by actual or potential users. Sometimes, levels of service (LOS) standards are based on the public service, such as police protection, rather than on the facility that houses the service (e.g. police station).

Concurrency: This is a term that requires public facilities and services necessary to serve development to be in place at the time of development or a financial commitment is made to provide the facility within a certain period of time. The Growth Management Act requires concurrency on transportation facilities, while all other public facilities must be “adequate.” The Wenatchee Urban Area Comprehensive Plan, however, makes concurrency a requirement for city public facilities.

CFP ORGANIZATION

This Capital Facilities Plan is organized around each of the public facilities provided by the city. Because the city wants to make sure that the Capital Facilities Plan is based on sound fiscal policy, all capital facilities for which city funds would be expended are included in the CFP, not just those facilities required to accommodate future growth. The CFP is based on the following categories:

- General Facilities (police, administrative offices, maintenance, museum, community facilities)
- Parks and Recreation
- Stormwater
- Water
- Regional Water
- Sewer
- Street Overlay
- Arterial Streets
- Street Maintenance Projects
- Convention Center
- Cemetery
- Broadview Secondary Access / Western Foothills Circulation
- Local Revitalization Financing
- Partnership Projects / Economic Development

SERVICE STANDARDS

Under the Washington State Growth Management Act, levels of service must be adopted for Transportation Facilities as provided in the adopted transportation plans and transportation element of the Wenatchee Urban Area Plan. Adequate provisions for urban governmental services must be provided for other services in the Urban Growth Area. These standards are identified below:

Schools

The Wenatchee School District has the most and some of largest public facilities in the Wenatchee Urban Growth Area. In addition, the public schools are recognized as one of the largest public services within

the City. Education serves one of the most important roles in community health as the quality of education today impacts the skill levels, employment rates, labor supply, and wages in the future. The City's Consolidated Plan, updated in 2013, provides critical data relative to demographics, work force development, and education levels. The data clearly represents a need to improve education especially amongst the most disadvantaged children. The Wenatchee School District is responsible for facility planning and service levels of the District, but coordination with the city's overall development is to be coordinated. The WSD is currently evaluating school facilities and overall needs to serve the city and in addition, new school partnerships are developing that may result in a Charter School.

Fire Protection

City of Wenatchee is covered by Chelan County Fire Protection District #1 whose goal is to have a response of less than 6 minutes 90% of the time. Additionally, adequate fire protection for wild land urban interface events is mitigated with secondary access both for emergency vehicles and evacuations. The standard for secondary access is reflected in the Comprehensive Plan Circulation Map and building standards through the Wildland Urban Interface Code.

Police Protection

All calls for assistance will be answered within a reasonable time consistent with the nature of the call. Police staffing levels are established by Council direction based on needs for special services division or partnerships (i.e. school resource officers).

Water Supply

The City and PUD water systems are designed based on International Fire Code requirements for fire flow and Washington State Department of Health requirements for a safe supply of potable water. The City of Wenatchee is the administrator for the Regional Water System service Chelan County PUD and East Wenatchee Water District customers.

Sanitary Sewer

The sanitary sewer system is designed based on a maximum daily load demand times 2.5 for collection system. Treatment capacity is designed based on Department of Ecology requirements as detailed in the Wastewater Treatment Plant Facilities Plan.

Storm Water

The City stormwater system is designed to capture and convey runoff from Ten-year 24 hour Type 1A storm in the pipe system and twenty-five year 24 hour Type 1A storm in the streets within the gutters. [Water quality best management practices are designed and operated in accordance with the current version of the Stormwater Management Manual for Eastern Washington published by the Washington State Department of Ecology.](#)

Transportation, Levels of Service

The following standards are set for the city transportation network.

Automobile

LOS "E" for urban corridors of regional significance

LOS "E" – averaged in the Wenatchee Central Business District

V/C ratio < 1.0 for all other arterials, transit routes, and highways

Refer to the transportation element of the comprehensive plan, and the regional transportation plan "Transportation 2040"

Pavement Condition, Pedestrian, Bicycle, and Transit

Development of LOS and performance measures at the federal level began in 2016 and at the city level with the adoption of the complete streets policy. Future updates to this plan will include a multi-modal approach to LOS that includes non-motorized transportation functions consistent with the regional transportation plan. In 2017, the City adopted the Pavement Management Plan which identifies a pavement condition levels and corresponding investment.

All roadways on the regional system should have pedestrian facilities and proposed bicycle facilities should be funded and constructed.

FINANCIAL CONSTRAINTS

The first year of the capital facilities plan is typically consistent with the adopted City budget. However, since capital expenditures often impact multiple years after funding has been committed, it is prudent to plan ahead for the expenditure of funds for at least 3 years and in some cases longer. In addition, some of the City's adopted plans include longer term expenditure plans in which resources are actively being pursued when opportunities arise. Often grant or loan resources become available for certain types of projects resulting from changing public policy at Federal, State, and local levels. The City of Wenatchee monitors these opportunities and puts forth funding applications for projects consistent with Federal, State, and local funding objectives. In order to effectively plan for capital expenditures, the plan is written with these concepts in mind. The following financial constraints help guide the planning process and to ensure that capital planning includes considerations of various financial impacts on the community and city government:

The first three years must be fiscally constrained. This means projects cannot be incorporated in the first three years unless they include all of the following:

- a. The project has been approved for funding from an existing source of city revenues OR grant(s) have been awarded to fund the project and match is available (awarded means the project must be on a selected funding list waiting for legislative approval or a letter of award has been received).
- b. Annual operation and maintenance costs have been accounted for, or are a reasonable increase over prior year's expenditures
- c. If the project requires financing through the issuance of revenue bonds, voter approved bonds (UTGO), or non-voter approved/Council manic (LTGO) bonds, then Council approval of the issuance must be in place.

Years 4 and beyond represent all of the other unfunded capital needs of the City. This means although funding has not been secured, there are possible funding sources for the projects.

OVERALL PLAN

~~2023-2028~~²⁰²⁴⁻²⁰²⁹ Project Summary

Public Facilities Type	Funded	Unfunded
General Facilities	2,000,000	420,000
Parks, Recreation & Cultural Services	11,654,924	2,463,000
Stormwater	17,294,078	28,308,170
Water	13,313,050	38,585,356
Regional Water	1,395,000	95,000,000
Sewer	32,787,910	67,070,201
Streets	258,010,879	90,547,100
Convention Center	16,940,000	-
Cemetery	25,000	1,710,000
Homeless/Housing/CDBG Programs	1,619,223	-
Economic Development - LRF District	2,000,000	-
Economic Development - Partnerships	350,000	69,000,000
Total	\$ 357,390,064	\$ 393,103,827

GENERAL FACILITIES

Description:

General facilities cover city administrative offices, public works buildings, and other city facilities that do not have dedicated fund sources, such as water and sewer systems. The focus of the 6-year capital facilities financing plan for general facilities is maintenance, preservation and/or expansion of city-owned facilities.

~~The City-owned Wenatchee Convention Center (WCC) has been in operation since 1980. In 2019, the City commissioned E.D. Hovee & Company LLC to survey market conditions and opportunities associated with the WCC. Based on the conclusions of the Hovee report the Tourism Promotion Area Committee, the Local Tax Advisory Committee, and the City Council recommended the City began the design process for the renovations and/or expansion. The design focus goal is to make the WCC the “best little conference center in Eastern, WA.” Additional purpose is to accommodate more adequate vendor and ballroom space, provide better accessibility for visitors, facilitate ease of coordination through the design with the Performing Arts Center, maximize all indoor and outdoor spaces, and upgrade existing technology. The design began in 2022 and is forecasted to be complete in late 2023, with construction slated to begin in 2024 with completion in 2025. The total project budget is \$12 million.~~

At the current downtown campus, with the addition of the new Police Station in 2004, the existing police facility was opened up for occupancy by other departments of the City. The Information Systems Department, the Facility Maintenance Division of Public Works and the Drug Taskforce of the Police Department have all located in this facility, called the Historic Police Station. The influx of additional personnel has revealed a deficiency of parking spaces. There is a need for secured parking for the police vehicles as well as additional parking needs for the Police Station facility. Additional parking is being planned as a lid structure over a portion of the new Police Department parking lot; this project is estimated at \$340,000. A parking analysis is needed to explore additional parking options to determine if this is the best solution for the facility and the public. In addition, the city is adding parking through a public private partnership as described in the Economic Development section of this plan.

In 2018 the City completed a facilities condition assessment, which is a comprehensive look at the overall maintenance, operation and replacement needs of city owned facilities. The assessment also provides an annual cost and schedule for work to be completed. The assessment identifies \$2,200,200 of equipment that needs to be addressed. The City’s Facilities Division has evaluated the data and recommends 2023 capital improvement projects in the amount of \$400,000.

Funded Projects:

The following projects are funded and are either under way or will be underway in the near future. For additional information, please refer to Appendix A for detailed project budget sheets.

Project Name	Total Project Budget	Previous Years	2024 Budget	2025	Future Years
2322 - Wenatchee Valley Museum & Cultural Cent	2,000,000	-	1,000,000	1,000,000	-
Total	2,000,000	-	1,000,000	1,000,000	-

Unfunded Projects:

The following projects have resulted from planning and needs assessment studies or as identified by staff, community members, and elected officials. Funding has not been secured for these projects; however, possible funding sources are identified.

Project Name	Funding Sources	Est. Project Cost
Police Parking Garage	General Fund-Facilities Fund	340,000
Wash Bay Enclosure	General Fund-Facilities Fund	80,000
Total		420,000

PARKS, RECREATION AND CULTURAL SERVICES

Description:

Over a ~~nineteen~~-month period in ~~2016-17~~2022-23 the Parks, Recreation and Cultural Services Department conducted a public involvement process to prepare an update of the six-year Parks, Recreation and Open Space (PROS) Plan. The PROS plan establishes a framework to guide the acquisition, development and improvement of park areas and facilities, habitat areas and the provision of arts and recreational services throughout the City of Wenatchee. The plan is for the ~~2018-2024~~2024-2030 time period. It ~~was~~

~~adopted was recommended for adoption by the Arts, Recreation and Parks Commission at their September 2023 meeting and is scheduled to be considered for adoption by the City Council in May 2017/October 2023. The plan is scheduled to be updated again beginning in 2023.~~

The PROS plan is divided into six basic sections consistent with State requirements. The following is a summary of each section of the document to provide context for the development of the capital facilities plan. The first chapter contains a basic introduction and summary of the document. The second chapter describes the planning area including parks and recreational facilities, habitat areas, arts and current statistics. The third chapter describes the existing public, semi-public and private parks, arts and recreation resources within the planning area. The fourth chapter describes the methodology for determining the demand and needs. The wealth of recently completed, related planning efforts are incorporated into this chapter and summarized as they relate to the City park system. The section creates a link between the City plan and State funding agency plans. The section also includes a summary of public meetings and workshops and other outreach efforts. The fifth chapter of the plan contains the goals, objectives and strategic actions that respond to the desires expressed during the public input process. The sixth chapter contains a summary of the capital investment plan and describes the project ranking criteria. It includes a prioritization matrix system consistent with COM recommendations. It contains a summary of common funding mechanisms, includes a section outlining ongoing maintenance considerations and arts, recreation and organizational priorities.

For many cities, including Wenatchee, the amount of funds required to acquire the desired acres of park land and develop the proposed parks and recreational facilities is beyond their financial capabilities. Many of the capital projects included in the plan contain the assumption that some funding may be derived through future successful grant applications and continued community support in the form on financial donations. The City must continue to rely on, and partner with, other public, private and nonprofit organizations to help generate revenue and support for the projects if they are to be realized.

Funded Projects:

The following projects are funded and are either under way or will be underway in the near future. For additional information, please refer to Appendix A for detailed project budget sheets.

Project Name	Total Project Budget	Previous Years	2024 Budget	2025	Future Years
Riverfront Park	6,003,000	310,000	5,693,000	-	-
Lincoln Park Sidewalk and Ballfield	95,000	-	95,000	-	-
P'Squosa Plaza Project	504,000	100,000	349,000	55,000	-
Hale Park Phase 3 - Shoreline Habitat	95,000	-	45,000	50,000	-
City Pool Liner Replacement	2,122,500	1,380,750	741,750	-	-
Bighorn Ridge Acquisition	1,505,000	-	10,000	1,495,000	-
Washington Park Parking/Sidewalk	596,000	100,000	8,000	488,000	-
Wenatchee Foothills Regional Recreation Area	734,424	234,424	500,000	-	-
Total	11,654,924	2,125,174	7,441,750	2,088,000	-

Unfunded Projects:

The following projects have resulted from planning and needs assessment studies or as identified by staff, community members, and elected officials. Funding has not been secured for these projects; however, possible funding sources are identified.

Project Name	Funding Sources	Est. Project Cost
Locomotive Park Restrooms	Sewer Fund	200,000
Memorial Park Renovation	General Fund, Lodging Tax Fund, Art Fund, Donations	900,000
Washington Park Parking and Electrical	General Fund	588,000
Chase Park Lighting	General Fund	250,000
Lincoln Park Baseball Field Renovation	General Fund	95,000
Pioneer Park Sidewalk and Lighting	General Fund	430,000
Total		2,463,000

UTILITIES

STORMWATER

Description:

The Storm~~water-Drain~~ Utility Fund is an enterprise fund designed to account for the financial activities related to the City's ongoing improvement and expansion of the stormwater system and compliance with the Eastern Washington Phase II Municipal Stormwater Permit issued under the National Pollutant Discharge Elimination System (NPDES) regulations. The revenue for this fund is generated from a flat monthly charge to each single-family residence as well as a monthly charge to commercial and multi-family residences based on an "equivalent residential unit". The equivalent residential unit is an impervious surface of 4,200 square feet. Part of the comprehensive plan update (2020) included a capital improvement plan along with associated rate increase recommendations. The capital improvement plan is reflected in this document.

The Stormwater capital plan includes a number of projects identified in the adopted comprehensive plan as outlined in the table below. Projects include conveyance, rehabilitation, expansion of the collection network, and water quality projects. Based on the ongoing compliance with municipal stormwater permit, many of these projects will focus on improving the quality of the water discharged into the Wenatchee and Columbia Rivers.

An important ~~new~~ piece of the stormwater system is the Regional Decant Facility which was constructed in 2015 by the City of Wenatchee and Chelan County to provide a location to manage and dispose of street sweepings and ~~eductoraector~~ waste that would be in compliance ~~with~~ stormwater and solid waste management regulations. The facility is owned and operated by the City and managed under an interlocal agreement with Chelan County.

Funded Projects:

The following projects are funded and are either under way or will be underway in the near future. For additional information, please refer to Appendix A for detailed project budget sheets.

Project Name	Total Project Budget	Previous Years	2024 Budget	2025	Future Years
1919 -North Columbia	450,560	50,560	400,000	-	-
2007 - Springwater Avenue	442,384	28,784	413,600	-	-
2012 - Snohomish & Crescent Improvements	632,925	56,000	25,665	551,260	-
2204 - North Wenatchee Phase 2	428,854	85,771	343,083	-	-
2107 - Broadview Pond Stormwater	3,439,100	362,292	3,076,808		
2101 - Ringold/7th/Princeton	4,801,853	159,513	4,642,340		
2311 - Pipe Lining Project	75,000		75,000		
2104 - Pershing (Springwater to Maple)	2,913,152	-	496,250	2,416,902	
2310 - Roosevelt Improvements	356,250	5,000	20,000	331,250	
2215 - Walla Walla Stormwater Outfall Retrofit	1,358,000	10,000	288,000	1,060,000	-
2403 - Public Services Center Utilities Garage/Shop	1,000,000		75,000	925,000	
Horse Lake Road	120,000		120,000		
North Columbia (2nd to Kittitas)	500,000				500,000
Ohme Garden Road (STO3, STO4, StO5)	476,000	-	-	-	476,000
Palouse to First Alley	300,000				300,000
Total	17,294,078	757,920	9,975,746	5,284,412	1,276,000

Unfunded Projects:

The following projects have resulted from planning and needs assessment studies or as identified by staff, community members, and elected officials. Funding has not been secured for these projects; however, possible funding sources are identified.

Project Name	Funding Sources	Est. Project Cost
Millerdale (Lambert to Miller)	Transportation Improvement Board	300,000
Ohme Garden Road (STO6C)	Stormwater Utility Reserves	895,000
Russell	Stormwater Utility Reserves	1,020,000
Cashmere	Stormwater Utility Reserves	250,000
Cemetery Extension	Stormwater Utility Reserves	300,000
N. Wenatchee Phase 3	Stormwater Utility Reserves	650,000
Piere Street	Stormwater Utility Reserves	750,000
Upper Squilchuck Extension	Stormwater Utility Reserves	150,000
Lavern	Stormwater Utility Reserves	250,000
Vista Place	Stormwater Utility Reserves	250,000
Ramona & Sunset	Stormwater Utility Reserves	1,000,000
Loves Court	Stormwater Utility Reserves	300,000
Kenaston & Linville	Stormwater Utility Reserves	743,000
97A Conveyance (STO7, STO8, STO9)	Stormwater Utility Reserves	824,000
Western Ave	Stormwater Utility Reserves	1,604,000
Ohme Garden Road (STO1A)	Stormwater Utility Reserves	705,000
South Hills Drive	Stormwater Utility Reserves	757,000
Fifth Street	Stormwater Utility Reserves	931,770
Miller	Stormwater Utility Reserves	499,800
Michael Place	Stormwater Utility Reserves	138,600
Canal/Marie/Marilyn	Stormwater Utility Reserves	344,400
South Chelan (First to Yakima)	Stormwater Utility Reserves	200,000
Day Road	Stormwater Utility Reserves	987,000
Filbeck/Seattle	Stormwater Utility Reserves	693,000
Cedarwood Lane	Stormwater Utility Reserves	138,600
Miller	Stormwater Utility Reserves	3,393,000
Skyline Drive	Stormwater Utility Reserves	2,097,000
Walnut	Stormwater Utility Reserves	1,311,000
Avenda	Stormwater Utility Reserves	221,000
Poplar	Stormwater Utility Reserves	241,500
South Miller	Stormwater Utility Reserves	283,500
Jennings St/lone and Maxine	Stormwater Utility Reserves	1,234,000
Methow	Stormwater Utility Reserves	690,000
McKittrick from Pine to Western	Stormwater Utility Reserves	2,346,000
Horse Lake Road	Stormwater Utility Reserves	1,810,000
Total		28,308,170

WATER

Description:

The major emphasis in the water distribution system over the next six years will be on replacing aging steel and cast iron water mains, ~~and~~ removing lead parts to improve water quality and repairing and replacing reservoirs. The capital projects will help reduce the amount of Unaccounted for Water (UAW) as well as reduce emergency main line breaks, outages and damage to reconstructed roadways.

The last complete update to the Comprehensive Water System Plan ~~recently~~ adopted by the City Council in September of 2018 from which a Capital Improvement Plan (CIP) was developed. The CIP was updated more recently in 2021. Rate increases of 12% per year starting in 2022 for three years as well as increases to the system investment fees for new connections ~~were adopted in 2021~~ to fund the revised water capital program. ~~The plan prioritized capacity projects, main replacement, and reservoir improvements.~~

Funded Projects:

The following projects are funded and are either under way or will be underway in the near future. For additional information, please refer to Appendix A for detailed project budget sheets.

Project Name	Total Project Budget	Previous Years	2024 Budget	2025	Future Years
1918 - AC Water Main Replacement	1,484,650	120,000	1,364,650	-	-
2202 - Crawford Water Main Replacment - Miller to Ok	1,233,440	19,740	222,000	991,700	-
2307 - Generators for Critical Utility Infrastructure	851,060		851,060		
2306 - 8 MG Reservoir Leak Repairs	1,300,000		50,000	1,250,000	
2104 - Pershing Street (Springwater to Central)	1,087,900		40,000	1,047,900	
2310 - Roosevelt Avenue (Spokane to Kittitas)	1,185,000		25,000	1,160,000	
2403 - Public Services Center Utilities Garage/Shop	1,575,000		75,000	1,500,000	
Columbia (2nd to Kittitas)	1,781,000				1,781,000
Millerdale (Jessica to Miller)	2,815,000				2,815,000
Total	13,313,050	139,740	2,627,710	5,949,600	4,596,000

Unfunded Projects:

The following projects have resulted from planning and needs assessment studies or as identified by staff, community members, and elected officials. Funding has not been secured for these projects; however, possible funding sources are identified.

Project Name	Funding Sources	Est. Project Cost
2404 - 4 MG Reservoir Replacement	Drinking Water State Revolving Fund	16,229,000
Fifth Street (Pierre to Chelan)	Water Utility Revenues	3,195,000
8MG & 2 MG Reservoir Exterior Coating	Water Utility Revenues	1,821,000
16' Supply to 4MG (Spokane to Okanogan)	Water Utility Revenues	3,599,000
Orondo Avenue (Washington to Alaska)	Water Utility Revenues	1,482,000
Yakima Ave (Okanogan to Alaska)	Water Utility Revenues	1,026,000
Terminal Avenue (Methow to Mission)	Water Utility Revenues	1,141,000
Cherry Street (Saddlerock to St Josephs)	Water Utility Revenues	2,244,000
First Street (Adams to Franklin)	Water Utility Revenues	810,000
North Mission Street (Fifth to Second)	Water Utility Revenues	1,068,756
South Miller (Coolidge to Idaho)	Water Utility Revenues	1,034,150
North Chelan (Fifth to Seventh)	Water Utility Revenues	925,730
South Chelan (Orondo to Spokane)	Water Utility Revenues	1,587,820
Lincoln Street (Methow to Cascade)	Water Utility Revenues	269,100
Stewart Street (Cherry to Montana)	Water Utility Revenues	208,000
Montana Street West (Stewart to Gellatly)	Water Utility Revenues	401,700
Dakota Street West (Stewart to Gellatly)	Water Utility Revenues	384,800
Washington Street West (Okanogan to Douglas)	Water Utility Revenues	400,400
Linwood/Rosewood	Water Utility Revenues	757,900
Total		38,585,356

REGIONAL WATER

Description:

The City of Wenatchee operates the Regional Water system on behalf of the Chelan County PUD, the East Wenatchee Water District and the City of Wenatchee. The Regional Water System is governed by the Regional Coordinating Committee (RCC), which is made up of representatives from each water purveyor.

In 2014 the RCC began a process to analyze the adequacy of the existing supply and transmission system to meet current and future needs and to evaluate the overall redundancy of the system. The 13 locations identified were evaluated for many criteria including water quality, wellhead protection, cost to develop, cost of operations and how they met the goal of multi-faceted redundancy. Ultimately the regional committee “short-listed” three options all south of Wenatchee, all on the Chelan County side of the Columbia River. The preferred options were determined to be non-viable. ~~A Surface Water Treatment Plant Feasibility Study was completed in 2023. The RCC will next be evaluating the feasibility of surface water treatment and other groundwater options. Once verified as a viable second water source, the actual development schedule will be in the range of 5-7 years.~~ The RCC also plans to continue the 10% annual rate increase in anticipation of the second source project.

The last update to the Regional Water System Plan was adopted in 2018. The plan included a capital improvement schedule as outlined in the table below.

Funded Projects:

The following projects are funded and are either under way or will be underway in the near future. For additional information, please refer to Appendix A for detailed project budget sheets.

Project Name	Total Project Budget	Previous Years	2024 Budget	2025	Future Years
2309 - Pump #2 Replacement	1,200,000	-	150,000	1,050,000	-
Transmission Main Corrosion Protection	195,000	-	-	195,000	-
Total	1,395,000	-	150,000	1,245,000	-

Unfunded Projects:

The following projects have resulted from planning and needs assessment studies or as identified by staff, community members, and elected officials. Funding has not been secured for these projects; however, possible funding sources are identified.

Project Name	Funding Sources	Est. Project Cost
Second Source Design & Construction	Regional Water Reserves / Bond	95,000,000
Total		95,000,000

SEWER

Description:

The City completed a Comprehensive Sewer Plan in 2017. This plan included a prioritized Capital Improvement Plan for a major extension of sanitary sewer services to provide sewer to unserved areas and support higher density development in Sunnyslope and the foothills. In 2023, the City adopted an updated Wastewater Treatment Plant Facilities Plan for projects at the plant. The plan also included an assessment of equipment and treatment units with recommendations for small works and capital projects through 2032. ~~The program also includes much-needed upgrades to the wastewater treatment plant (WWTP) to support both increased flows as well as meeting regulatory requirements and needed efficiency improvements.~~

~~Funding for the 2017-2037 sewer CIP is through municipal bonding, repayment of which will be made through a revised fee and rate schedule for current and prospective utility customers.~~ Rate increases of 6% per year for five years starting in 2018, together with system investment and capital facilities fees for new connections, will support the nearly \$48M / 20-year sewer capital program. In 2022, the City received a Clean Water State Revolving Fund Loan from the Washington State Department of Ecology for the construction of Project No. 1810 – WWTP Digester 4.

Ongoing annual maintenance and rehabilitation of the collection system’s main lines, manholes and pump stations is mandatory. Specific needs are identified through a continuing and consistent video inspection

program. Costs to perform this ongoing maintenance work have been included in the financial plan and revised rate structure for the sewer utility.

Funded Projects:

The following projects are funded and are either under way or will be underway in the near future. For additional information, please refer to Appendix A for detailed project budget sheets.

Project Name	Total Project Budget	Previous Years	2024 Budget	2025	Future Years
1810 - WWTP Digester 4	17,745,000	8,001,000	9,744,000	-	-
1916 - Methow Street Improvements	52,000	11,000	41,000	-	-
1919 - North Columbia	625,000	-	625,000	-	-
2010 - North Wenatchee Avenue Sewer Repair (5th to 7th)	350,000	3,100	35,000	311,900	-
2106 - Blower Building Improvements	1,389,000	179,000	1,210,000	-	
2107 - Broadview Lift Station (Replacement, LS2)	1,214,450	20,000	1,194,450		
2311 - Pipe Lining Project	200,000		200,000		
2305 - Digester 1 & 3 Repair and Improvements	2,567,600	-	350,000	3,570,550	
2307 - Generators for Critical Utility Infrastructure	851,060		851,060		
2402 South Viewing Area Rehabilitation	750,000		110,000	640,000	
2403 - Administration Building/PSC Utilities Garage/Shop	3,500,000		200,000	4,323,497	
2308 - Grit/Headworks Improvements	3,543,800		50,000	150,000	3,343,800
Total	32,787,910	8,214,100	14,610,510	8,995,947	3,343,800

Unfunded Projects:

The following projects have resulted from planning and needs assessment studies or as identified by staff, community members, and elected officials. Funding has not been secured for these projects; however, possible funding sources are identified.

Project Name	Funding Sources	Est. Project Cost
Digester 2 Dome Replacement	Sewer Utility Revenues	2,985,400
Biofilter Replacement	Sewer Utility Revenues	1,917,500
Euclid Sewer Extentions (Gunn Road to Penny)	Sewer Utility Revenues	950,000
Lower Ohme & Highway Crossing (CSO1)	Sewer Utility Revenues	1,820,000
Olds Station (East of Euclid) Gravity Sewer Replacement (DSO2A)	Sewer Utility Revenues	1,821,000
Columbia (2nd to Kittitas)	Sewer Utility Revenues	360,000
Alley Miller to Pioneer S. of Plum 8" VCP replacement	Sewer Utility Revenues	150,000
Okanogan Ave Repair & Replacement	Sewer Utility Revenues	174,000
Seondary Clarifier #3	Sewer Utility Revenues	4,785,285
Olds Station Redundant Force Main	Sewer Utility Revenues	1,000,000
South Plant Odor Control	Sewer Utility Revenues	3,039,000
Redundant Dewatering Equipment	Sewer Utility Revenues	397,000
Disinfection System Replacement	Sewer Utility Revenues	3,784,000
Ohme Lift Station and Force Main (LSO1A(3), CSO4A, CSO3A)	Sewer Utility Revenues	5,443,000
West 97A Sewer Main Extension (CSO2)	Sewer Utility Revenues	3,129,000
G3 Penny Rd. Gravity Sewer Replacement	Sewer Utility Revenues	228,064
FG01 Easy Street Gravity Sewer Trunkline	Sewer Utility Revenues	2,065,710
FG21 Skyline North (Cherry 1/2)	Sewer Utility Revenues	752,461
FG23 Methow Street - North (Craw3)	Sewer Utility Revenues	471,238
FG27 Methow Street -South (Met1)	Sewer Utility Revenues	231,000
G2 Easy Street (Olds6)	Sewer Utility Revenues	314,159
FG09 Walnut Street (Walnut1)	Sewer Utility Revenues	1,517,000
FG35 Sunnyslope Sewer Extensions	Sewer Utility Revenues	17,875,393
FG11 Harris Place (McKitt2)	Sewer Utility Revenues	324,000
G6 Methow Street (Peach2)	Sewer Utility Revenues	391,080
FG26 Circle Street – South Miller Street to Okanogan (Craw 2/4)	Sewer Utility Revenues	872,000
FG28 Canyon Breeze Lane (Met1)	Sewer Utility Revenues	333,000
G5 South Walker Avenue (Peach2)	Sewer Utility Revenues	228,000
FG08 Locust Street (Maiden4)	Sewer Utility Revenues	420,000
FG25 Circle Street – South Miller Street to Saddle Rock Trailhead (Red2)	Sewer Utility Revenues	455,000
FG32 Jeffrey Court (Squil3)	Sewer Utility Revenues	708,603
FG07 Harbel Street (Maiden4)	Sewer Utility Revenues	317,000
FG20 Lester Road, Day Road, and Day Drive (5th-2)	Sewer Utility Revenues	770,000
FG33 Chapman Road (Squil5)	Sewer Utility Revenues	1,055,876
FG10 Stella Avenue (McKitt4)	Sewer Utility Revenues	240,000
FG18 Cypress Lane (Spring1)	Sewer Utility Revenues	238,989
FG19 Westwick Road (5th-2)	Sewer Utility Revenues	725,000
FG24 Gehr Street (Craw1)	Sewer Utility Revenues	336,000
FG29 Hidden Meadow Drive (Met1)	Sewer Utility Revenues	414,000
FG30 Hidden Meadow Drive – South (Met1)	Sewer Utility Revenues	288,000
FG31 Kray Ike Court (Squil3)	Sewer Utility Revenues	315,000
FG34 Confluence Parkway Ph. I	Sewer Utility Revenues	1,134,442
FG15 Maple Street - North (Maple0)	Sewer Utility Revenues	803,000
FLS2 Warm Springs LS and FM	Sewer Utility Revenues	1,491,000
Total		67,070,201

TRANSPORTATION

PAVEMENT PRESERVATION

Description:

The Federal Highway Administration defines pavement preservation as a program employing a network level, long-term strategy that enhances pavement performance by using an integrated, cost-effective set of practices that extend pavement life, improve safety and meet motorist expectations. The following is a list of key issues related to the City's Pavement Preservation Program:

- Effective pavement preservation program will address pavements while they are still in good condition and before the onset of serious damage. By applying a cost-effective treatment at the right time, the pavement is restored almost to its original condition. The cumulative effect of systematic, successive preservation treatments is to postpone costly rehabilitation and reconstruction.
- The Street Overlay Program was developed by the Public Works Department in 1996 and was intended to provide for the overlay of all City streets over a 15-year repeating cycle
- In 2015 the City invested in a pavement management software (PMS) program to help determine the minimum funding necessary for maintaining and preserving the city's pavement system consistent with current pavement preservation methodology.
- In 2016, the City Council appointed a citizen's committee to evaluate the Pavement Management Program and recommend their preferred program and level of investment. The Committee recommended an investment of nearly \$3m per year in the Preservation Program.
- Since 2015, the PMS program estimates have been updated on a regular basis and the current data shows that the City needs to invest \$4 Million annually to maintain an overall PCI near 70.
- Even with this level of investment, the deferred maintenance of the roadway network will continue to increase from \$1 to 2 million per year.
- The Public Works Department continues to seek ways to stretch the pavement preservation funding by implementing lower cost surface treatments such as chip seals.
- The City currently has two dedicated revenue sources for fund #111 – Street Overlay. The two sources are the ~~Transportation~~ Transportation Benefit District (TBD) (~~car tabs~~ sales tax of 0.1%) which generates over ~~\$600K~~ \$1.6M annually and the ¼% Real Estate Excise Tax (REET) which generates over ~~\$500K~~ \$600K per year. These two revenue sources have been providing

approximately \$~~1.22.2~~M annually. It should be noted that the TBD includes a sunset clause for the end of 2030.

- The City continues to seek additional funding for the preservation either through one-time cash allocations and grants.
- ~~At the time of the latest Pavement Conditions Survey the overall pavement condition index (PCI) of near 70. . . .~~ for our pavement network was 7069.

In summary, the Cities on-going revenue allocations provide just over ~~2550~~% of the needed funding to maintain the City's pavement preservation program, however the City Council continues to pursue other sources of revenue to fully fund the Pavement Management program.

ARTERIAL STREETS

Description:

Every year the City is required to adopt a comprehensive six-year Transportation Improvement Program (TIP). This plan includes financially constrained projects in the first several years and planned projects for later years. The projects are identified in the TIP as either "selected (S)" or "planned (P)" meaning that selected projects have a dedicated funding source as identified in the plan and planned projects do not. The majority of projects are financially unconstrained or planned and therefore fall into the later years of the plan. The City TIP for ~~2021-2026~~2024 - 2029 was adopted by ordinance (Ordinance ~~20230-1708~~) in July, ~~2023020~~. **See Appendix B for a full copy of the TIP.**

The City of Wenatchee receives a portion of the State's motor vehicle fuel tax, a portion of which is dedicated to Arterial Streets. Historically, this revenue has been used as matching money for transportation infrastructure grant opportunities. Between 2006 and 2015, this dedicated funding, which averaged \$289,000 per year leveraged \$19.5 million in grant funds for street infrastructure improvements. More recent analysis has shown an even higher amount of leveraging in recent years.

Primary sources of transportation grants for the classified street system are state of Washington and Federal funds. Typical state programs include the Transportation Improvement Board (TIB), and the Active Transportation Programs. The typical Federal program is the Surface Transportation Program. Both State and Federal programs include sub programs for safety and non-motorized projects. The City of Wenatchee competes with other agencies for state and federal funds. Specific criteria, including safety, mobility, structural condition, congestion, multimodal components, and project benefit/cost are often evaluated by the granting authority.

Arterial street projects are typically funded by grants with 13.5% to 20% match from the Arterial Street fund. Some programs provide incentives for a lower match percentage or have no match requirement. The TIP identifies those funded projects and associated grant funding sources. The arterial street fund has needed additional funding in the past to maintain the ability to match available grants and absorb project cost overruns. The following table presents all of the funded projects as well as projects that are currently being pursued. A comprehensive list of all of the planned City projects is included in the attached **Six Year Transportation Improvement Plan; see Appendix B.** The total capital needs identified in the ~~20242~~ TIP is approximately \$~~34868~~ million.

The SR285/North Wenatchee Avenue Master Plan was adopted by the city in 2011 addressing congestion and circulation between US 2 and Miller Street. This plan was prepared by the Chelan Douglas Transportation Council (CDTC) formerly known as the Wenatchee Valley Transportation Council (WVTC) in partnership with property owners, the City, Washington State Department of Transportation (WSDOT), and Chelan County. This corridor has been identified as the highest transportation priority within the CDTC jurisdiction.

Within the Master Plan a number of options were evaluated. The Confluence Parkway alternative was approved by the CDTC as the preferred alternative which also includes a number of identified large and small projects, several on Wenatchee Avenue itself. While the City works to realize Confluence Parkway, interim improvements to North Wenatchee Avenue are necessary. Preliminary estimates for these improvements were estimated at approximately \$55 Million. During the 2015 Legislative session the “North Wenatchee Area Improvements” project was partially funded in the Washington State Legislature Connecting Washington funding package. The project identified several components from the North Wenatchee Transportation Master Plan in its scope. These include improvements to the SR2/97 & Easy Street intersection, deployment of an intelligent Transportation System (ITS) through the North Wenatchee corridor, access control and intersection improvements at both the north and south ends of the corridor, safety improvements throughout the corridor and initiation of the environmental review for the larger Confluence Parkway project. Approximately \$~~1723~~ Million was secured for the North Wenatchee Avenue area between Miller Street and US 2 through the Connecting Washington program. The WSDOT and city partnered beginning in 2017 to identify the most effective uses of the Connecting Washington funds within the North Wenatchee Avenue corridor to improve safety, mitigate congestion, improve all modes of transportation, enhance the business district, and improve the northerly gateway into the city. The partnership and investment culminated in a document titled “North Wenatchee Avenue (SR285) Preliminary Engineering Summary Report” which better defined projects and priorities for expenditure of the Connecting Washington funds allocated to the SR285 corridor. ~~The WSDOT is currently in the development stages of several projects along the corridor that are consistent with the report. The City is looking to begin design on this work in 2024.~~

The city worked with the WSDOT, CDTC and regional partners beginning in 2017 to apply for federal INFRA funding to complete a suite of projects identified as the Apple Capital Loop and proposes to use the Connecting Washington funds as match. The total project size is estimated at approximately \$250 Million. In 2021, the U.S. Department of Transportation recommended \$92M in federal funding for a portion of the project which includes Confluence Parkway South. ~~An additional \$85M in funded was appropriated to Confluence Parkway through the Move Ahead Washington Program. The City expects to have funding agreements in place in early 2022 for approximately half of the Confluence Parkway project and will continue to pursue additional funds to complete the northern Confluence Parkway project in the coming years.~~ An Environmental Assessment ~~was expected to be~~ completed for the entire project in 202~~32~~.

In 2016, the city adopted a complete streets policy to ensure adequate consideration for non-motorized transportation needs along with enhanced landscaping along transportation corridors.

STREET MAINTENANCE

Description:

The City street system continues to grow through annexations and development while street maintenance funding has often not kept up. Preservation and maintenance funding levels compared to street growth and inflation have fallen behind, but pavement has been addressed in recent years as can be seen in the overlay section of this report (Pavement Management Program).

City street-related assets include pavement, curb, gutter, sidewalk, illumination, traffic signals and signs, pavement markings, bridges, and other infrastructure. Maintenance of these assets are included in the street maintenance budget 108. In recent years with the formation of the transportation benefit district and development of a pavement management program, some pavement preservation work is being accomplished by city street maintenance personnel.

This section identifies some projects included in the city's street maintenance budget that are beyond the definition of street maintenance and preservation.

Sidewalk maintenance by city code is the responsibility of the abutting property owners. A minor budget amount in the 108 fund is intended to deal with sidewalk deficiencies and minor gaps. In recent years Council has given direction to spend general and grant funds on reducing sidewalk hazards by grinding, beveling and replacing sidewalk panels. ~~and is not funded otherwise in the city budget except for some minor repair and replacements deemed necessary and the responsibility of the city. A minor budget amount in the 108 fund is intended to deal with sidewalk deficiencies and minor gaps.~~ The 202~~24~~ budget proposes additional funding to address sidewalk maintenance. The Transportation Benefit District was adopted with a provision dedicating ten percent of the revenues to pedestrian related improvement projects contained within the six-year street plan which could help with sidewalk rehabilitation.

Cement concrete streets are not included in the city's pavement preservation program as their maintenance and preservation is vastly different from that of typical of asphalt roadways, and they are an important feature in our Grandview Historic District. The city has utilized maintenance funding for repairing cement concrete panels on case by case basis as they become unusable or safety concern.

Funded Projects:

The following projects are funded and are either under way or will be underway in the near future. For additional information, please refer to Appendix A for detailed project budget sheets.

Project Name	Total Project Budget	Previous Years	2024 Budget	2025	Future Years
0623 - McKittrick and Wenatchee Avenue Signal	4,038,300	3,525,300	513,000	-	-
1615 - N. Wenatchee Ave. Ped. and Median Imp's	1,464,000	1,307,100	156,900	-	-
1801 - 9th Street Rail Crossing	1,542,700	145,300	705,400	692,000	-
1919 - McKittrick St/North Columbia Street I/S	5,272,586	5,252,586	20,000	-	-
2007 - Springwater Avenue	4,082,230	3,972,230	110,000	-	-
2201.1 - Confluence Parkway South	97,961,858	4,500,000	16,950,000	32,699,000	43,812,858
2201.2 - South End Bike/Pedestrian Access Bridges	11,500,000	722,230	377,770	5,200,000	5,200,000
2201.3 - Confluence Parkway North	85,000,000	500,000	17,100,000	40,500,000	26,900,000
2208 - McKittrick Street - Pershing to Pine	2,876,800	594,410	2,282,390	-	-
2213 - Millerdale Avenue Bridge Rehabilitation	1,697,000	70,000	230,000	742,000	655,000
2301 - 2024 Pavement Preservation	2,000,000	245,000	1,755,000	-	-
2302 - Worthen Street Trail Improvements	215,000	24,890	190,110	-	-
2304 - Complete Streets Sidewalk Improvements	185,000	22,500	162,500	-	-
2312 - Fifth and Emerson Pedestrian Crossing	276,000	25,000	38,000	213,000	-
2315 - Red Apple Road	2,402,335	175,000	408,170	1,819,165	-
2318 N. Wenatchee Shared-Use Trail Phase 1	2,418,570	-	436,300	712,700	1,269,570
2319 - Sunset Ave Ped Improvements	628,000	-	50,000	92,800	485,200
2320 - Crawford and Okanogan Intersection Improvemer	1,965,500	-	100,000	290,500	1,575,000
2323 - N. Wenatchee Ave Corridor Improvements	17,160,000	100,000	550,000	1,950,000	14,560,000
2401 - 2025 Pavement Preservation	2,000,000	-	582,350	1,417,650	-
Miller St. Realignment and Storm Repairs	4,200,000	-	500,000	3,700,000	-
Springwater Avenue Extension North	1,125,000	-	-	1,125,000	-
Street Preservation Program	8,000,000	-	-	-	8,000,000
	258,010,879	21,181,546	43,217,890	91,153,815	102,457,628

Unfunded Projects:

The following projects have resulted from planning and needs assessment studies or as identified by staff, community members, and elected officials. Funding has not been secured for these projects; however, possible funding sources are identified.

Project Name	Funding Sources	Est. Project Cost
Pavement Preservation (Unfunded)	TBD, B&O, Util. Tax, Prop. Tax	9,600,000
Miscellaneous, Minor, Undefined	109	300,000
M&O Pavement Preservation Projects	108	450,000
M&O Sidewalk Improvements	108	300,000
M&O Pedestrian Safety Improvements	TBD, Other	300,000
Neighborhood Traffic Calming	Local, Complete Streets, Developer Funds	60,000
Illumination Upgrades	PUD, CDBG, 109, Other	60,000
Truck Route Improvements	STP	500,000
Traffic Signal Improvements	STBG, 109	1,500,000
Miscellaneous Bicycle System Improvements	TBD, Other	60,000
9th Street Corridor Safety and Complete Streets Improvements	HSIP, 109	1,500,000
Washington - King - Buchanan Intersection Control	HSIP, 109	714,000
SR 285 Couplet Signal Upgrades	HSIP, 109	794,000
Idaho Street Safety Improvements	HSIP, 109	922,000
Washington Park Pedestrian Crossing	HSIP, 109	371,000
Wilson Street Safety Improvements	HSIP, 109	461,000
Millerdale Improvements	TIB, 109	4,202,000
Woodward Urban Upgrades	TIB, 109	3,860,000
South Wenatchee Avenue Complete Streets	TIB, 109	4,128,000
9th St. Pedestrian Crossing - Westside High School	SRTS, 109	467,600
Elliott Ave./Castlerock Ave. Pedestrian Crossing Improvements - Washington Elementary	SRTS, 109	632,300
Springwater Avenue Crossing - Foothills Middle School	SRTS, 109	336,200
North Road Improvements	TIF, 109	2,600,000
Maiden Lane Extension	TIF, 001	950,000
Maple, Broadview, Surry vic. Connections	Development, TIF, 001	13,049,000
Westwick extension to Maiden extension	Development, TIF, 001	7,900,000
Second Street extension west	Development, TIF, 001	1,070,000
Fifth and Western Intersection Capacity Improvements	TIF, 001	650,000
Castlerock to Fifth Street Connector	Development, TIF, 001	5,160,000
McKittrick St. - SR285 Intersection Phase 2	STBG, 109	4,300,000
North Wenatchee Ave./Hawley St/Walnut St. Intersection	WSDOT	7,000,000
North Wenatchee Avenue Complete Streets Improvements	State	1,500,000
Columbia Street South	TIF District, 109	4,500,000
Loop Trail Connection: Confluence State Park to Olds Station Road	Ped/Bike, Port, State Parks, 109	600,000
Miller/Crawford Intersection Control (Mini-Roundabout)	TIB, 109	500,000
Skyline Drive Widening	001, TIF, Other	3,500,000
Pedestrian Corridor along Stevens Street	Complete Streets, Other	250,000
Chelan/Kittitas Intersection Control (Signal)	STBG, 109	500,000
Walnut St. Improvements	TIB, 109	1,500,000
Crawford Ave. Improvements	STBG, 109	500,000
Mission Street to Mission Ridge Gateway	STBG, Other	500,000
Orondo St. Multimodal Improvements	STBG, 109	1,000,000
McKittrick St - Western Ave to City Limits	TIB, 109	1,500,000
Total		90,547,100

WESTERN FOOTHILLS TRANSPORTATION IMPACT FEES

Description:

In 2019, a study was conducted for the Western Foothills Circulation area (within the city's UGA) for needed improvements to address adequate secondary access and level of service standards for fire access. This study was also an implementation step from the City's Community Planning Assistance for Wildfire Planning process in 2015-2016, which informed the planning effort. This study, entitled the Western Foothills Transportation Impact Study is hereby included in this plan by reference. Title 15, which was established by Ordinance 2011-02 and amended on November 14, 2019 with Ordinance 2019-41 outlines the following:

Each year staff is required to perform the following functions in order to comply with the ordinance:

1. Review the capital estimates for completion of the facilities and make adjustments to the capital estimates in the Capital Facilities Plan.
2. Review the impact fee calculation. Staff shall incorporate revised capital estimates for completion of the facilities and review the structures constructed. In addition, the impact fee ordinance provides an anticipated number of structures and lots to be created. If the cost per structure increase or decrease significantly, then staff shall make recommendations to the City Council to adjust the fees accordingly by ordinance. A construction cost inflator is contemplated in Title 15.
3. On an annual basis the City Council shall be provided with a report on the impact fee account showing the source and amount of funds collected and the public improvements financed by those funds as detailed in WCC 15.02.080. The capital facilities plan update and annual budget may serve as such report.

Public Facilities and Fees: The Western Foothills Transportation Study identified a maximum legally defensible impact fee of \$24,742 based on improvements necessary to support future development. The improvements identified in the study area consist mainly of fire access road improvements along with some multimodal improvements. Ordinance 2019-41 set the Western Foothills Transportation Impact Fee at \$7,500 per additional single-family residential Building Permit

Table 1: Cost of Basic Fire Access and Multimodal Improvements for City Connections

Connection Description	Project #	Basic Fire Access Cost	Multimodal Cost	Total Cost
North Road East of Canal	1A	\$225,000	-	\$225,000
North Road West of Canal (24-foot-wide cross-section)	1B	\$1,550,000	-	\$1,550,000
North Road Improvement through Schnibbe & Parlette Property	1C	\$825,000	-	\$825,000
Maiden Lane Extension	2	\$937,500	-	\$937,500
Maple Street Improvements	3	-	\$1,300,000	\$1,300,000
Triad Development Connections	4	\$13,049,250	-	\$13,049,250
Springwater Connection across School District Property	5	\$1,125,000	-	\$1,125,000
Westwick Connection to Triad Connection	6A	\$7,048,125	-	\$7,048,125
Westwick Multimodal Improvements to Surry Road	6B	-	\$860,600	\$860,600
Springwater (Western to Woodward)	7	-	\$2,768,400	\$2,768,400
Woodward (Springwater to 5 th Street)	8	-	\$3,626,151	\$3,626,151
2nd Street Connection, 325 ft of road across Noyes property to Philipi property	9A	\$243,750	-	\$243,750
2nd Street Connection, 775 ft of road across Philipi property from Noyes property to Maxine street	9B	\$581,250	-	\$581,250
Maxine Street Extension from Lone Place to Red Hawk Canyon Drive	9C	\$243,750	-	\$243,750
Castle Rock Connection north of water tank property to Maxine Street (on Philipi property)	10A	\$3,480,000	-	\$3,480,000
Castle Rock Connection south of water tank property to existing Castle Rock	10B	\$1,680,000	-	\$1,680,000
5 th Street & Western Avenue Intersection Improvements*	11	-	\$632,100	\$632,100
Total		\$30,988,625	\$9,187,251	\$40,175,876

Source: City of Wenatchee

*This project is an LOS-driven intersection project

CONVENTION CENTER

Description:

The Convention Center is a City-owned facility that is operated under agreement with Coast Hospitality, LLC (formerly Coast Wenatchee). Not only is the Convention Center an anchor facility to Wenatchee's Historic Downtown, but it is particularly important to the City's economy. The success of the Convention Center has a direct impact on lodging and food service businesses and therefore, revenue from the operation of the facility and revenue from lodging taxes from hotels within the City are used to operate and maintain the facility as well as pay off long-term capital debt and provide for facility and equipment upgrades and replacements. This funding is reviewed and approved during the annual application process carried out by the City's Lodging Tax Advisory Committee.

The original Convention Center was built and equipped in 1980 and has had many renovations throughout the years to keep the facility competitive. With guidance from the Lodging Tax Advisory Committee, lodging tax funds have been directed to continue facility upgrades and pay off existing capital bonds.

In 2019, the City commissioned E.D. Hovee & Company LLC to survey market conditions and opportunities associated with the WCC. Based on the conclusions of the Hovee report the Tourism Promotion Area Committee, the Local Tax Advisory Committee, and the City Council recommended the City began the design process for the renovations and/or expansion. The design focus goal is to make the WCC the "best little conference center in Eastern, WA." Additional purpose is to accommodate more adequate vendor and ballroom space, provide better accessibility for visitors, facilitate ease of coordination through the design with the Performing Arts Center, maximize all indoor and outdoor spaces, and upgrade existing technology. The design was completed in 2023, with construction slated to begin in 2024 and completion in 2025. The total project budget is \$16,140,000-million.

In order to keep the Convention Center competitive into the future, a market analysis was conducted in 2019 to look at options for the facility moving forward. In 2022, the City hired an architect firm to further the options recommended by the market analysis and craft schematic design recommendations for a future remodel and expansion. It is anticipated that a future project will require the City to bond at least ten million dollars beginning in 2024 to support the necessary improvements.

Most recent projects include roof replacement, six AV meeting systems for remote meetings, fire alarm panel upgrades, the refurbishment of room airwall dividers, additional chair railing installation and refinishing of the main entrance stairway.

Current minor capital/equipment projects planned as funds become available include upgrades to the upstairs bathrooms, upgrading three HVAC units, additional LED lighting upgrades, and the installation of three cameras in the Fountain Plaza.

Funded Projects:

The following projects are funded and are either under way or will be underway in the near future. For additional information, please refer to Appendix A for detailed project budget sheets.

Project Name	Total Project Budget	Previous Years	2024 Budget	2025	Future Years
2212 - Wenatchee Convention Center Renovation	16,140,000	1,100,000	7,700,000	7,340,000	0
Minor Capital / Equipment (\$200,000/yr)	800,000	200,000	200,000	200,000	200,000
Total	16,940,000	1,300,000	7,900,000	7,540,000	200,000

CEMETERY

Description:

Over the past 10 years, improvements were implemented including the construction of a Niche Wall and new office, re-platting of several areas, removal of roadways and renovation of the Clark Mausoleum. Additionally, rate adjustments have been made with the goal of helping to enhance revenues. However, even with the rate changes, overall revenues have not kept pace with the modest rate of increased expenditures and the Cemetery Fund has continued to rely on General Fund transfers in order to continue to operate.

The Cemetery capital plan includes additional improvements to the Home of Peace Mausoleum on Miller Street and improvements at the Cemetery including crypt walls, roadway drainage improvements, greenhouse and shop upgrades, [addition of section signs and an informational kiosk](#), Veterans Section improvements and eventually the opening of a new full interment section with the potential for double depth lots.

Funded Projects:

Project Name	Total Project Budget	Previous Years	2024 Budget	2025	Future Years
Area Identification Signs	25,000	-	25,000		
Total	25,000	-	25,000	-	-

Unfunded Projects:

Project Name	Funding Sources	Est. Project Cost
Storm Water System	General Fund/Sotrm Water	350,000
Expansion Area Development	General Fund	225,000
Irrigation System Upgrade	General Fund	220,000
Shop/Greenhouse Replacement	General Fund	120,000
Cemetery Expansion - Niche walls etc.	General Fund	400,000
Cemetery Road	General Fund	395,000
Total		1,710,000

HOMELESS/HOUSING/CDBG PROGRAMS

Description:

The City of Wenatchee administers homeless and affordable housing programs that serve both Wenatchee and East Wenatchee. These programs are funded through contributions by the Cities. Funding is received from four main sources in addition to non-reoccurring grant resources:

1. The Wenatchee/East Wenatchee Affordable Housing Sales Tax Fund is generated through local sales tax collections authorized by RCW 82.14.540 (HB 1070). Annual revenue fluctuates depending on the economic cycle but averages approximately \$1.8 million/year.
2. The City of Wenatchee Local Homeless Fund (HB 2163) is generated through local document recording fees. Annual revenue fluctuates depending on the number of documents recorded in Chelan County but average approximately \$160,000/year.
3. The City of Wenatchee Affordable Housing Sales Tax Credit is generated through a local sales tax credit against the state’s sales tax collections authorized by RCW 82.14.540 (HB 1406). Annual revenue fluctuates depending on the economic cycle but averages approximately \$85,000/year.

The City typically passes these funds through to partner agencies that operate homeless service programs such as [temporary low barrier](#) emergency shelters, homeless outreach, [landlord liaison services](#)~~homeless day centers, rent assistance~~, and permanent supportive housing programs. Occasionally, these funds help construct or purchase capital facilities and equipment and thus this description is included in the Capital Facilities Plan. The City of Wenatchee is pursuing the implementation of the Chelan – Douglas Homeless Housing Strategic Plan 2019-2024. A multi-phased strategy has been developed by the City of Wenatchee and East Wenatchee to look at having a significant positive impact on providing shelter and wrap around services for the unsheltered homeless population. This initial first phase includes the development of capacity for new ~~and potentially expanded~~ low barrier shelter(s) and an integrated approach at outreach with ~~l~~ local law enforcement focused on the unsheltered homeless population.

The first phase of this development includes two RV and personal vehicle day park- low barrier emergency shelters, in addition to a low barrier emergency shelter with approximately 445 individual Pallet Shelters, ~~8890~~ beds, at the Wenatchee Rescue Mission. These facilities each will include wrap around services through the local continuum of care. [Final development of improvements for the two RV and personal vehicle day parks will be complete by December 2023. Site planning and construction for the 44 individual](#)

~~Pallet Shelters began in 2023 and may be complete by December 2023. Should weather or unforeseen factors arise, the site construction and placement of the units would be completed in the Spring of 2024. One of the units, an emergency unit established for families, will not be placed until 2024 due to a potential soil remediation process. Initial capital costs have been estimated at \$994,690. The second safe park site has not been identified and site engineering for placement of the Pallet Shelters is not complete. Due to the remaining unknown factors, an estimated project cost has been increased to \$1,500,000.~~ Two additional low barrier emergency shelter facilities were granted funds in 2022 with a combined bed count of 74 units.

Funded Phase 1 Projects:

Project Name	Funding Sources	Est. Project Cost
Low Barrier Emergency Shelter	Affordable Housing Sales Tax (HB 1590) & Low Barrier Shelter Grant	
Total		\$931,800 \$1,500,000

Community Development Block Grant (CDBG)

In 2005, the City became a CDBG Entitlement Community. CDBG funds are used for grant administration and staff time, public service programs, small-scale neighborhood revitalization projects, improvements to public facilities and large public infrastructure projects. The following goals were identified for the 2020-2024 Consolidated Plan which identifies priorities for CDBG investment in the community:

1. Expand Development of Housing & Public Amenities
2. Enhance Economic Development
3. Support Public Services

The City of Wenatchee is eligible to receive Community Development Block Grant (CDBG) funds annually from the U.S. Department of Housing & Urban Development (HUD). The City’s program year is October 1st through September 30th of the following calendar year.

Funding from the CDBG program is able to be utilized within the geographic boundaries of the City of Wenatchee. In order to serve community members in need, geographic priority areas are created. The characteristics within a priority area include higher levels of crime; housing stock in a state of deterioration; lack of public infrastructure and facilities; high levels of code enforcement contact; and signs of potential blight. Additional considerations include access to public facilities, commercial areas, grocery stores, recreation and medical or social support facilities.

Area-benefit activities are emphasized to benefit low- and moderate-income neighborhoods and limited clientele are more specific to support households. The City has successfully leveraged CDBG funding for Safe Routes to School projects and coordinates efforts to align with the “Five-Year Plan to Reduce Homelessness in Chelan & Douglas Counties” around housing needs. The following table illustrates a list of projects consistent with the 2020 – 2024 City of Wenatchee Consolidated Plan. Public facilities and infrastructure improvements such as the Lincoln Park redevelopment and the extension and replacement of sidewalks are proposed.

Funded Projects:

Project Name	Funding Sources	Est. Project Cost
Public Facilities and Infrastructure	2022-2023 CDBG Grant and additional public/private resources	346,926
Total		346,926687,423

ECONOMIC DEVELOPMENT

LOCAL REVITALIZATION FINANCING DISTRICT – WENATCHEE WATERFRONT

Description:

The city adopted the waterfront subarea plan in 2004. This redevelopment and revitalization plan focuses on changing the character of the waterfront to compliment the waterfront parks through mixed use development. The city has been very active in furthering this plan through the investment in public infrastructure. The city continues to advocate for the development of the waterfront and furtherance of the objectives of the plan.

The City was awarded a state rebate in 2009 presenting opportunities to fund and complete additional projects on the waterfront utilizing the State Local Revitalization Financing (tax increment financing) program. In concert with this award, ordinance 2009-26 established the local revitalization district (District) entitled “Wenatchee Waterfront” which includes the area bounded by the Columbia River to the east and the railroad tracks and Walla Walla Avenue to the west. The District is bounded by Thurston Street to the South and Walla Walla Park to the North. These projects must be used for public improvements that stimulate economic growth within the District. The ordinance was amended in 2013 with ordinance 2013-14 to add eligible projects. It is anticipated that the ordinance will need to be modified again to accomplish other projects identified in the waterfront subarea plan or projects that arise that will directly support redevelopment. Several projects associated with the Pybus Market Charitable Foundation, Port of Chelan County, and the Chelan County PUD have already been completed and the City is currently using LRF proceeds to pay down associated debt. Projects completed to date include the Wastewater Treatment Plant odor and visual mitigation, the Pybus Public Market, purchase of the property underlying and adjacent to the Pybus Market, parking behind the public market, improvements to the PUD access road, park expansion at the former Public Works site, improvements to

Worthen Street, the Worthen/Orondo stairs project, the Orondo Street plaza, the Ninth Street Parking Lot. The sales tax annual rebate of up to \$500,000 will be received by the City until year 2037. The rebate may only be used to pay for debt on public improvement projects. The City issued a General Obligation Bond prior in 2016 to refinance and maximize the use of LRF funds. Some of the following projects are taken from directly from the waterfront subarea plan if they can be used to incentivize redevelopment. Other projects have been developed based on needs that have arisen due to successful development, such as parking around the Pybus Market area. This parking has been instrumental in furthering economic growth in the South Node with the addition of the Hilton on the former Public Works property in 2019. Included in the list of projects is a development support fund that could be used for public private partnerships where public improvements are needed utilizing pay as you go property tax increment that will continue to be revenue for the District after all the bond proceeds have been expended. The LRF statutes authorize expenditures of local increment broadly in support of redevelopment.

Funded Projects:

The following projects are funded and are either under way or will be underway in the near future. For additional information, please refer to Appendix A for detailed project budget sheets.

Project Name	Total Project Budget	Previous Years	2024 Budget	2025	Future Years
Riverfront Master Plan & Implementation	2,000,000	307,000	1,693,000	-	-
Total	2,000,000	307,000	1,693,000	-	-

ECONOMIC DEVELOPMENT/ PARTNERSHIP PROJECTS

Description:

Economic Development is identified in the Comprehensive Plan as a community goal to enhance the quality of life of citizens. In addition, the Wenatchee Valley serves as a regional commerce hub for North Central Washington and portions of the Columbia Basin. Beginning early in 2000, the City began to see major sales tax generators either moving out of the city or locating primarily in East Wenatchee and Douglas County. Most of the growth for these large sales tax generators is expected to occur where land is plentiful outside the City limits. As a result, economic development efforts have become a focus of the City in order to sustain public services and to shape our community as the city experiences dynamic growth over the next 10 -15 years. Wenatchee is one of many cities that is targeting economic development through public private partnerships and/or through strategic investments from public agencies working together. The Pybus Public Market is a great example of a partnership project. From time to time, there may be a need to cooperate on community facilities or economic development projects that provide a regional benefit or projects that fall outside of the traditional infrastructure projects anticipated for a City. For example, with the 2017 tax act, opportunity zones were created to replace the New Market Tax Credit system. Opportunity zones are designed to spur investment in designated low-income tracts. Wenatchee was awarded two opportunity zones which includes all of downtown and south Wenatchee. Public private partnerships are anticipated to accompany investments using the Opportunity Zones. A number of the projects listed below are located in opportunity zones.

1. The City, in partnership with the Federal Highways Administration and Washington State Department of Transportation formally initiated NEPA for Confluence Parkway in 2019. This effort

is required to further the project and secure funding as outlined in the Chelan Douglas Transportation Council and City Transportation Plans. NEPA is anticipated to be completed through development of an Environmental Assessment which will identify mitigation measures for environmental impacts. The city is funding \$3 M for this effort including funds from the State of Washington, Link Transit, the Chelan-Douglas Regional Port, and Chelan County Public Utilities District.

2. The City partnered with WSU to perform an Integrated Planning Grant funded by the Department of Ecology for approximately 9 acres of property at the WSU Treefruit Research and Extension Center located at the corner of Western and Springwater Avenues. The objective of the grant was to determine if the property is encumbered by contamination and develop a plan for the property that considers housing that would support research and education related jobs in our valley. Lead Arsenic contamination was found on the site and thus opportunities are available through the Department of Ecology to support cleanup and housing projects. This project is intended to help further a 4-year university presence in the Wenatchee Valley through investment in the WSU Treefruit Research and Extension Center. The project is also coordinated closely with the Our Valley Our Future game changer, the Bridge Innovation District. Given housing is a critical need for professionals, students, researchers, and interns, this project has the potential of providing critical housing in proximity to the WSU campus. The City anticipates facilitating a project through facilitating cleanup of the site and development of approximately 100 units of housing. No general fund expenditures are expected; however, grant resources and partnerships with organizations such as the housing authority may provide the opportunity for facilitation of this project.
3. During 2016, the City invested \$15,000 on behalf of the region to address a burgeoning housing crisis. The study found that there is a lack of market rate housing stock and a housing mismatch in terms of housing sizes. The result of this deficiency is inflated housing prices and down renting which is placing considerable pressure on units that should be affordable. Thus, the study recommended a number of actions to help facilitate the construction of both market rate housing and affordable housing. Investing in capital improvements identified in this plan is recommended to increase the supply of readily developable land. The city anticipates using the general fund and utilities to assist in preparing infrastructure to support development of market rate and affordable housing. Market rate housing is easier to achieve in the short-term and is a benefit for all housing affordability ranges. Long range efforts are also needed to support the development of subsidized and affordable housing stock. Partnerships with non-profit entities that utilize State and Federal tax credits and incentives create the best opportunities for developing projects that will supply more of housing.
4. The city entered into a public private partnership with Mission and Kittitas Apartments, LLC through a development agreement in 2019 to provide approximately 225 market rate housing units in 5 levels of housing over 2 levels of parking format. The city agreed to lease 100 stalls of parking for public purposes to support parking in downtown and housing development for the economic health and vitality of downtown and South Wenatchee. This project will also serve as one of the first transit-oriented development projects given its proximity to Columbia Station. The city lease will begin in 2023 or 2024 after the project is complete.

5. The City works closely with the Wenatchee Downtown Association implementing projects in the adopted Central Business District subarea plan which have included improvements to downtown parking, streetscapes (LID), utility improvements, truck traffic re-rerouting, bike facilities, public space improvements, the development of a new housing project (Mission and Kittitas Apartments, LLC), redevelopment of the vacant upper stories of historic buildings, improvements to the Convention Center as discussed earlier and development of connections to the South Node of the Waterfront. Parking continues to be the biggest management issue in order to realize a revitalized downtown area. As a result, the City performed a downtown parking study in 2016. This parking study analyzed existing parking capacity, usage, and current opportunities to better utilize parking. The study also identified management strategies for areas of surplus supply and deficiencies of parking in the downtown and South node of the waterfront. In general, the plan identified a surplus of parking in the study area equating to approximately 1,500 stalls. At the same time, the study illustrated a need for additional parking in the area of the Convention Center and Public Market due to high peak demands. The study suggests the city focus on management of the on street system and encourage redevelopment of surface lots to increase business activity until 70-85% utilization rates are achieved. This means that the city will need to maximize on-street parking and discourage surface lots. This plan identifies a funding estimate to increase on street supply and additional funding for off street parking for city employees within the Police Station and City Hall in the General Facilities Section. Partnership projects will likely arise in the development of public private partners for shared parking of underutilized city and private parking lots.
6. A long-term goal of the City has been to facilitate the relocation of the Burlington Northern Santa Fe (BNSF) switch terminal located at the intersection of Columbia and Thurston Streets to the Appleyard. Development of the Pybus Public Market has demonstrated to the community the importance of this project. Presently, BNSF uses the terminal to service trains with crew changes. During periods of train service, trains park on the tracks often for periods of more than one hour at a time. In 2013, the Orondo crossing was monitored for several days to verify train patterns. Upon discussion with BNSF staff, train traffic is expected to increase with the improving economy. With increased activity on the waterfront and these blockages of specifically the Orondo and Ninth Street crossings, there is a community desire to address the problem. The Chamber of Commerce, Wenatchee Downtown Association, and Pybus Market requested that the City take a closer look at relocation options. In 2014, the City partnered with Chelan County, Chelan County Port District, Link Transit, the Chelan Douglas Transportation Council, Wenatchee Downtown Association, Wenatchee Valley Chamber, and the Pybus Market to raise \$35,000 for a relocation study. BNSF presented the results of this study in March of 2015. The study provided results that were different from originally anticipated in that it recommended moving the switching operation to a new 22,500 foot siding in Malaga. The total cost of this project is estimated at \$32 Million. This revised outcome not only accomplishes the original goal of preventing blockage of the crossings in Wenatchee, but also addresses access problems along the Malaga Waterfront. This project could have the added benefit of opening up 190 acres for development in Malaga. Another option may be to relocate the facility to Douglas County near the Mouth of Moses Coulee in partnership with Chelan County and the Transportation Council. It is noted that BNSF is interested in this project and has been a proactive partner.
7. During the summer of 2015, the Sleepy Hollow Fires burned 3 major industrial facilities in North Wenatchee. In order to facilitate the best redevelopment opportunities, the City developed a

Master Plan for approximately 50 acres of the impacted area during 2016. This area also includes the 7.5-acre Washington State Department of Transportation (WSDOT) Administrative offices property which ~~ware was~~ vacated in 2018 and the buildings demolished in 2021. The Master Plan identifies road and utility work totaling \$37 Million which will enable an estimated \$245 Million in private investments including up to 850 residential units, office, light industry flex space, and retail space along Wenatchee Avenue. The city has been working to secure properties and right of way through early acquisition to facilitate redevelopment in the area. Community Economic Revitalization funding was received to establish the McKittrick Street right of way in partnership with Stemilt growers and location of the Diamond Foundry; the city will sell remnant properties to encourage private investment. In addition, the city will has been awarded federal funding for major elements of this work including the McKittrick Street and Miller Street underpasses that will tie North Wenatchee Avenue improvements in with Confluence Parkway. The City has continued to endeavor to identify additional funds to support this and other redevelopment effort, including tax increment financing districts (TIF). The City ~~anticipates moving forward with~~implemented a TIF district for the North Wenatchee Redevelopment area in late 2022. Note that most of the infrastructure work associated with this redevelopment is identified in other sections of this plan.

8. A national campaign to develop makerspaces to foster innovation in manufacturing and promote workforce development has been underway since the Mayor entered the National Mayor's Maker Challenge in 2015. In 2019, the city engaged in a National Recreation to Technology challenge in 2019 to help facilitate how to develop makerspaces in Wenatchee through community partnerships. This effort was made in partnership with the Pinnacles Prep. Charter School, the Wenatchee Public Library, GWATA, and other partners. While makerspaces are not typically owned and operated by cities, the capitalization requirements for the development of a space may require a public private partnership. The City may also help facilitate the acquisition of grants to help develop and achieve this emerging goal.
9. In October of 2012, a Sustainable Design Assessment Team sponsored by the American Institute of Architects visited South Wenatchee to perform an assessment and make recommendations of what could be done to improve South Wenatchee. The team developed a report suggesting transportation improvements, public art ideas, neighborhood enhancements, and economic redevelopment suggestions. The community followed this process with the development of a subarea plan. The South Wenatchee Action plan was completed in 2016 and adopted in 2017 as part of the city's Comprehensive Plan. The priorities in the plan include basic infrastructure around sidewalks, lighting, and parks. In addition, the plan includes a number of elements to grow and improve the South Wenatchee business district, such as extension of the Columbia River Pipeline Bridge and connection to the Apple Capital Loop Trail. Another example is the development of a food truck plaza honoring the cultural diversity in South Wenatchee. This section of the plan includes by reference a number of projects that support workforce development, entrepreneurship, education, business growth, and investment in this portion of the city. The city's purchase of a portion of the Federal Building to house City Hall is an example of one such project.

The following table capture potential city partnership matches to projects that are already included in the preceding sections of this plan to avoid double counting projects.

Funded Projects:

The following projects are funded and are either under way or will be underway in the near future. For additional information, please refer to Appendix A for detailed project budget sheets.

Project Name	Total Project Budget	Previous Years	2024 Budget	2025	Future Years
Mission & Kittitas Downtown Housing/Parking	350,000	-	-	-	350,000
Total	350,000	-	-	-	350,000

Unfunded Projects:

The following projects have resulted from planning and needs assessment studies or as identified by staff, community members, and elected officials. Funding has not been secured for these projects; however, possible funding sources are identified.

Project Name	Funding Sources	Est. Project Cost
WSU - Bridge Innov. Dist. Housing	State Affordable Housing, Dept. of Ecology, Public Private Partnership	25,000,000
Downtown Housing Projects	State Affordable Housing Funds, Public Private Partnership	2,000,000
Downtown Parking/Garages	Parking Revenues, LID, General Fund, Public Private Partnerships	3,000,000
Burlington Northern Terminal Relocation	Federal Grants, BNSF	32,000,000
North Wenatchee Master Plan Infrastructure	State grants and loans, public private partnerships	2,000,000
South Wenatchee Subarea Plan	State and Fed. Grants, Gen. Fund, Util, Community Grants, Other	5,000,000
Total		69,000,000

CONCLUSIONS AND RECOMMENDATION

The total value of the capital improvements identified in this plan is over \$640 Million. The distribution of identified needs make it difficult to prioritize where the limited funds the city has for capital should be applied. The city has historically relied on grants for much of the infrastructure especially related to road, parks, and economic development related improvements, and has been very successful in obtaining them. General facilities maintenance capital and new facilities are the hardest to fund and often require issuance of bonds or the use of reserves to make improvements. As the city looks forward, its continued creativity and use of tools such as tax increment financing, private partnerships, tax credit incentive programs, and local tax options will continue to be needed. Having a good understanding of public policy, developing implementation plans, and being highly proactive in discovering and using these tools will help address the city's capital needs. It is the intent of this capital facilities plan to prioritize and look for creative solutions to support the City's Urban Area Comprehensive Plan and stay concurrent with the governing laws of the city, state, and nation.

APPENDIX A - FUNDED PROJECT BUDGET SHEETS

APPENDIX B - SIX YEAR TRANSPORTATION PLAN

RESOLUTION NO. 2023-35

A RESOLUTION, of the City of Wenatchee amending the Wenatchee Urban Area Comprehensive Plan Land Use Map.

WHEREAS, the City Council makes the following Findings of Fact:

1. The City of Wenatchee has adopted the Wenatchee Urban Area Comprehensive Plan and a series of sub-area comprehensive plans pursuant to the Growth Management Act (GMA), RCW Chapter 36.70A, which cover the Wenatchee Urban Growth Area and all incorporated areas within the City of Wenatchee, that have been found to be consistent with each other and with the adopted GMA plans of the adjoining jurisdictions.
2. The City of Wenatchee Planning Commission is responsible for long-range planning matters and providing implementation recommendations to assure compliance with the Growth Management Act for the City of Wenatchee Urban Growth Area in coordination with Chelan County and within the incorporated boundaries of the City of Wenatchee. These measures include updates and amendments to the comprehensive plan; development regulations, environmental regulations, and any other rules, actions or regulations deemed necessary to implement the Growth Management Act.
3. RCW Chapters 36.70 and 36.70A authorize the adoption of development regulations.
4. The Planning Commission conducted workshops on parts of the proposed revisions on June 21, 2023; September 20, 2023; and October 18, 2023.
5. The City of Wenatchee issued a determination of non-significance on October 4, 2023 and provided copies of the environmental documents to the Department of Ecology SEPA Register for the amendments on the same day. Notice was also provided to local and regional agencies for the 60-day review and comment periods/environmental determinations.
6. Notice of the public 60-day review and comment period, environmental determination, and public hearing dates were published in the Wenatchee World on October 4, 2023.
7. On October 4, 2023 the City of Wenatchee and Chelan County provided joint notice to the Washington State Department of Commerce of the intent to adopt amendments to the Wenatchee Urban Area Comprehensive Plan, the official zoning map, the Wenatchee City Code, and the City of Wenatchee Capital Facilities Plan.
8. The amendments, environmental documents, and meeting information have been posted on the City of Wenatchee website during the public comment and environmental review periods.

9. On November 15, 2023, the City of Wenatchee Planning Commission conducted an advertised public hearing. The Planning Commission entered into the record the files on this amendment, accepted public testimony, and deliberated the merits of the proposal.
10. The City of Wenatchee Planning Commission has reviewed the entire record and public testimony as it relates to the proposed amendments to the Wenatchee City Code and the Wenatchee Urban Area Comprehensive Plan.

CPRZ-23-01 Findings

11. The Planning Commission conducted a workshop on parts of the proposed revisions on June 21, 2023 and October 18, 2023.
12. On October 23, 2023 a notice of application and public hearing was posted at 326 N Miller St and also mailed to the owners of properties within 350 feet of the proposed location of the zone change as shown on the records of the county assessor.
13. Notice of application and public hearing was published in the Wenatchee World Newspaper on October 4, 2023.
14. Goal 3 Policy 4 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “In the 2006 comprehensive plan update process, a number of arterial corridor overlay designations were established. These designations often do not follow property boundaries and provide multiple layers of standards that apply to projects. Review these designations, standards, and development which has occurred since initial adoption to identify opportunities to facilitate and improve the implementation of desired corridor development.”
15. Goal 3 Policy 5 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “Evaluate and determine which overlay districts could transition to new or revised zoning districts in order to provide greater clarity and effective implementation of desired outcomes.”
16. Goal 17 Policy 5 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “Overlay zoning districts have been an effective tool for the city to implement new policy directives. These districts should now be reviewed to examine their effectiveness and opportunities where appropriate to transition any of the overlay districts with their underlying zoning layer into distinct separate zoning districts.”
17. The proposed amendments under file number CPRZ-23-01 are not a comprehensive review of overlay designations but instead an isolated action.
18. Goal 4 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “CORRIDORS – Develop appealing and efficient residential, mixed-use, and commercial corridors.”
19. Goal 4 Policy 3 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “Mitigate the impact of increased traffic and higher densities along corridors through streetscape enhancements

including pedestrian scaled lighting, trees, landscaped medians, planter strips, and street furniture.”

20. Goal 4 Policy 4 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “Ensure design and use compatibility of new corridor development with adjacent residential neighborhoods.”
21. Goal 3 Policy 1 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “New services, conveniences, and/or gathering places will be supported in an existing neighborhood that lacks such facilities, provided they meet performance and architectural standards respecting the neighborhood’s positive characteristics, level of activity, and parking and traffic conditions.”

CPRZ-23-02 Findings

22. The Planning Commission conducted a workshop on parts of the proposed revisions on June 21, 2023 and October 18, 2023.
23. Goal 6 Policy 4 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “Provide opportunities for expansion of existing or new neighborhood commercial areas to better serve neighborhoods.”
24. Goal 1 Policy 3 of the Urban Design and Healthy Communities Element of the Wenatchee Urban Area Comprehensive Plan states: “Protect the edges of neighborhoods and districts through compatible design and development standards, signage, and landscaping. Compatibility for site design and standards, is not taken as being similar or the same as, but instead is an approach at establishing clearly stated design guidelines and standards that provide a range of acceptable building types, massing and characteristics, sensitive to the interface of adjacent uses or districts.”
25. Goal 3 Policy 5 of the Community Design and Healthy Communities Element of the Wenatchee Urban Area Comprehensive Plan states: “Promote a mix of uses in neighborhood commercial centers using incentives that encourage appropriately scaled buildings with second floor offices or residences.”
26. Goal 3 Policy 1 of the Land Use Element of the Wenatchee Urban Area Comprehensive Plan states: “New services, conveniences, and/or gathering places will be supported in an existing neighborhood that lacks such facilities, provided they meet performance and architectural standards respecting the neighborhood’s positive characteristics, level of activity, and parking and traffic conditions.”
27. On October 23, 2023 a notice of application and public hearing was posted at 404 N Western Ave and also mailed to the owners of properties within 350 feet of the proposed location of the zone change as shown on the records of the county assessor.
28. Notice of application and public hearing was published in the Wenatchee World Newspaper on October 4, 2023.

WHEREAS, the City Council makes the following conclusions of law:

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF WENATCHEE as follows:

SECTION 1

The recitals set forth above are hereby adopted as the City Council's findings of fact and conclusions of law in support of this Resolution. If any finding of fact is deemed more appropriately a conclusion of law, or if any conclusion of law is deemed more appropriately a finding of fact, they are hereby adopted as such.

SECTION 2

The Urban Area Comprehensive Plan Land Use Map of the City of Wenatchee shall be and hereby is amended and restated as set forth on Exhibit "A" attached hereto.

SECTION 3

Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this Resolution, 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 4

This Resolution shall be effective immediately.

**PASSED BY THE CITY COUNCIL OF THE CITY OF
WENATCHEE** at a regular meeting thereof this 7th day of December, 2023.

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
FRANK J. KUNTZ, Mayor

ATTEST:

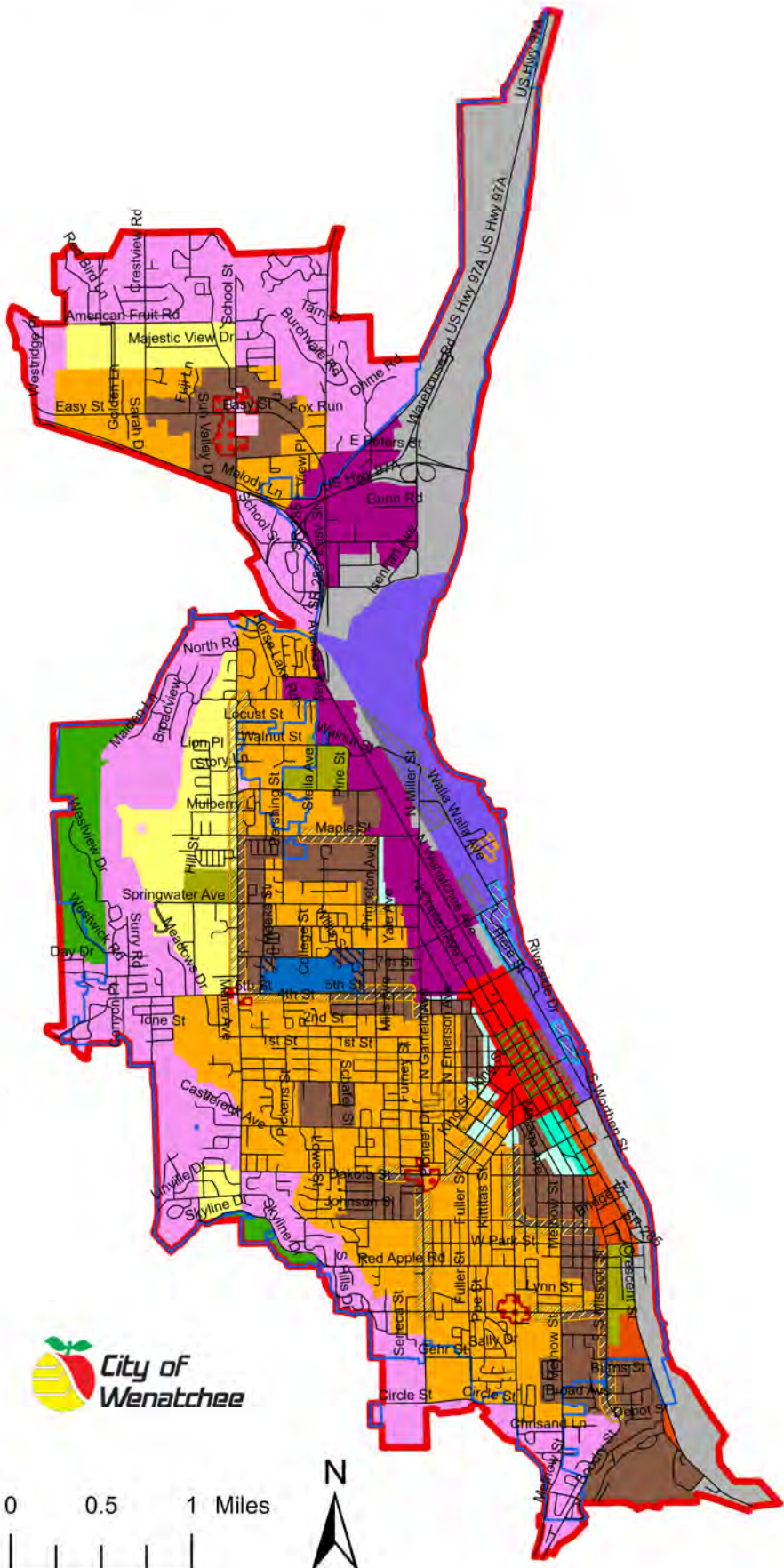
By: _____
TAMMY McCORD, City Clerk

APPROVED AS FORM:

By: _____
STEVE D. SMITH, City Attorney Emeritus

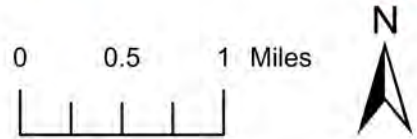
EXHIBIT "A"

Wenatchee Urban Area Land Use Map



Legend

- Streets
- City Limits
- ▭ Urban Growth Area
- Overlay Districts**
- ▨ CSO - Columbia Street Overlay
- ▨ HEO - Historic / Entertainment Overlay
- ▨ IO - Waterfront Industrial Overlay
- ▨ PO - Waterfront Pedestrian Overlay
- ▨ RRO - Waterfront Recreational / Residential Overlay
- ▨ GHD - Grandview Historic District
- ▨ MRC - Mixed Residential Corridor
- ▨ CDO - College District Overlay
- ▨ CNO - Neighborhood Commercial Overlay
- Land Use Districts**
- CBD - Central Business District
- CD - College District
- CN - Neighborhood Commercial
- I - Industrial
- LWC - Corridor Live-Work
- NWBD - North Wenatchee Business District
- OMU - Office Mixed use
- RFL - Residential Foothills Low
- RH - Residential High
- RL - Residential Low
- RM - Residential Moderate
- RMU - Residential Mixed Use
- RS - Residential Single Family
- SWBD - South Wenatchee Business District
- WMU - Waterfront Mixed Use



RESOLUTION NO. 2023-36

A RESOLUTION, of the City of Wenatchee, amending the Wenatchee Urban Area Comprehensive Plan.

WHEREAS, the City Council makes the following Findings of Fact:

1. The City of Wenatchee has adopted the Wenatchee Urban Area Comprehensive Plan and a series of sub-area comprehensive plans pursuant to the Growth Management Act (GMA), RCW Chapter 36.70A, which cover the Wenatchee Urban Growth Area and all incorporated areas within the City of Wenatchee, that have been found to be consistent with each other and with the adopted GMA plans of the adjoining jurisdictions.
2. The City of Wenatchee Planning Commission is responsible for long-range planning matters and providing implementation recommendations to assure compliance with the Growth Management Act for the City of Wenatchee Urban Growth Area in coordination with Chelan County and within the incorporated boundaries of the City of Wenatchee. These measures include updates and amendments to the comprehensive plan; development regulations, environmental regulations, and any other rules, actions or regulations deemed necessary to implement the Growth Management Act.
3. RCW Chapters 36.70 and 36.70A authorize the adoption of development regulations.
4. The Planning Commission conducted workshops on parts of the proposed revisions on June 21, 2023; September 20, 2023; and October 18, 2023.
5. The City of Wenatchee issued a determination of non-significance on October 4, 2023 and provided copies of the environmental documents to the Department of Ecology SEPA Register for the amendments on the same day. Notice was also provided to local and regional agencies for the 60-day review and comment periods/environmental determinations.
6. Notice of the public 60-day review and comment period, environmental determination, and public hearing dates were published in the Wenatchee World on October 4, 2023.
7. On October 4, 2023 the City of Wenatchee and Chelan County provided joint notice to the Washington State Department of Commerce of the intent to adopt amendments to the Wenatchee Urban Area Comprehensive Plan, the official zoning map, the Wenatchee City Code, and the City of Wenatchee Capital Facilities Plan.
8. The amendments, environmental documents, and meeting information have been posted on the City of Wenatchee website during the public comment and environmental review periods.
9. On November 15, 2023, the City of Wenatchee Planning Commission conducted an advertised public hearing. The Planning Commission entered into the record

the files on this amendment, accepted public testimony, and deliberated the merits of the proposal.

10. The City of Wenatchee Planning Commission has reviewed the entire record and public testimony as it relates to the proposed amendments to the Wenatchee City Code and the Wenatchee Urban Area Comprehensive Plan.
11. The Planning Commission conducted a workshop on parts of the proposed revisions on September 20, 2023; and October 18, 2023.
12. On October 12, 2023, the Wenatchee City Council passed Resolution 2023-25 approving the 2024-2030 Parks, Recreation, and Open Space Comprehensive Plan (PROS plan).
13. The Parks, Recreation, and Cultural Services Department conducted a community survey from February 24 to March 24, 2023.
14. The Parks, Recreation, and Cultural Services Department conducted workshops on the PROS plan update with the Arts, Recreation, and Parks Commission between January to September 2023 and also conducted a workshop with the City Council in March 2023.
15. The updated PROS plan references many other adopted plans and planning efforts.
16. The 2018-24 Parks, Recreation & Open Space Comprehensive Plan had been adopted by reference as part of the Wenatchee Urban Area Comprehensive Plan.
17. The proposed amendments to the Parks, Recreation, and Open Space Element align the Element to the updated PROS plan.

WHEREAS, the City Council makes the following conclusions of law:

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF

THE CITY OF WENATCHEE as follows:

SECTION 1

The recitals set forth above are hereby adopted as the City Council's findings of fact and conclusions of law in support of this Resolution. If any finding of fact is deemed more

appropriately a conclusion of law, or if any conclusion of law is deemed more appropriately a finding of fact, they are hereby adopted as such.

SECTION 2

The Urban Area Comprehensive Plan shall be and hereby is amended as set forth on Exhibit “A” attached hereto.

SECTION 3

Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this Resolution, 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 4

This Resolution shall be effective immediately.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 7th day of December, 2023.

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
FRANK J. KUNTZ, Mayor

ATTEST:

By: _____
TAMMY McCORD, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney Emeritus

EXHIBIT "A"

RELATIONSHIP TO OTHER PLANS & STUDIES

The City of Wenatchee Urban area Plan is the primary overarching planning document for the City of Wenatchee and includes ten separate elements. Supporting or providing additional direction for these elements are a series of sub-area plans, studies and technical documents. While these documents are separate documents, they are adopted as a component of the Wenatchee Urban Area Plan. Additional significant documents are referenced below which may have assisted in the development of the Wenatchee Urban Area Plan or provide guidance tools and options for decision makers and staff to consider as they seek to implement the plan. These documents are adopted as guidance documents.

- A. Plans, studies or technical documents incorporated and adopted as a part of the Wenatchee Urban Area Plan:
- Central Business District Sub-Area Plan
 - Chelan County Solid Waste Management Plan
 - City of Wenatchee's Capital Facilities Plan, as amended
 - City of Wenatchee Comprehensive Sewer Plan
 - City of Wenatchee Comprehensive Stormwater Management Plan
 - City of Wenatchee Housing and Community Development Consolidated Plan, as amended
 - City of Wenatchee Land Capacity Analysis, Exhibit A
 - City of Wenatchee and Regional Water Plan
 - City of Wenatchee Shoreline Master Program
 - City of Wenatchee's Six Year Transportation Improvement Program, as amended
 - City of Wenatchee Wastewater Facilities Plan
 - Grandview Historic District Sub-Area Plan
 - Regional Water Wellhead Protection Plan
 - North Wenatchee Master Plan*
 - South Wenatchee Action Plan
 - Sunnyslope Sub-Area Plan
 - The 2019-2024 Chelan/Douglas Homeless Housing Strategic Plan
 - 2020 Regional Transportation Plan
 - The North Wenatchee Transportation Master Plan
 - North Wenatchee Avenue (SR285) Preliminary Engineering Summary Report

- The Chelan County Transportation Plan, as it relates to the primarily unincorporated component of Sunnyslope in the Urban Growth Area, identified in the City of Wenatchee Urban Area Comprehensive Plan Transportation Element
- Wenatchee Waterfront Sub-Area Plan
- ~~2018~~2024-24-2030 Parks, Recreation & Open Space Comprehensive Plan
- Complete Streets Policy

*See Land Use Element Goal 11 and associated policies regarding the purpose of adoption.

- B. Plans, studies or technical documents adopted as guidance documents to consider in the implementation of the Wenatchee Urban Area Plan:
- The Wenatchee Urban Area Housing Needs Assessment & Market Demand Study of September 2016 produced by BERK
 - Western Foothills Transportation Impact Fee Rate Study
 - Wenatchee Valley Urbanized Area Freight Study
 - 2021 Park Design Standards and Development Policies
 - Wenatchee Valley Bicycle Master Plan
 - 2017 Downtown Strategic Parking Management Plan
 - Our Valley Our Future Action Plan / 2017-2021

PARKS, RECREATION, AND OPEN SPACE

TOPICS

- Purpose
- Referenced Plans
- Park Types
- City Parks and Facilities
- City Recreational Programs
- Non-City Recreation Programs
- Non-City Parks and Facilities
- Habitat Plan
- Level of Service Standards
- Goals and Policies

PURPOSE

The purpose of the Parks, Recreation and Open Space Comprehensive Plan element is to establish a framework to guide the acquisition, development and improvement of park areas and facilities, and the provision of recreational services throughout the City of Wenatchee. It is designed to meet the City's recreational needs and assist with in meeting social, and cultural needs now and into the future.

As a recreational paradise, Wenatchee celebrates nature and offers outdoor enthusiasts a wealth of adventure. Annually the area attracts visitors and new residents because of the area's natural beauty. Providing parks, recreational opportunities, civic and cultural activities, and an attractive setting in which to live is a part of a high-quality life.

Two of Wenatchee's vision statements are especially pertinent to this chapter:

"The city will feature a variety of parks and open spaces, including an enhanced riverfront park, attractive neighborhood parks, and playfields, all connected by a comprehensive system of pedestrian and bicycle trails."

"The city will protect and enhance its natural setting and environmental quality, including the surrounding hillsides, shorelines, and scenic vistas."

REFERENCED PLANS

The following chapter is a summary of the ~~2012~~2024-18-2030 *Parks, Recreation & Open Space Comprehensive Plan* adopted by the City in conformance with Washington State Recreation Conservation Office (RCO) planning requirements. The full plan, has been adopted by reference and incorporated as if fully set forth herein. Other plan and design documents are significant components of the City of Wenatchee's parks, recreation and open space programs. These plans which were adopted by the city are identified as guidance documents. Plans, documents or studies which have been adopted as a component of this plan or serve as adopted guidance materials are listed in their entirety under the section, Relationship to Other Plans & Studies, in the Wenatchee Urban Area Plan.

~~The Parks, Recreation and Open Space Comprehensive Plan will be undergoing an update in 2017 with adoption anticipated in late 2017 or early 2018 to retain RCO grant eligibility.~~

PARK TYPES

The most effective park system is composed of a variety of parks, each designed to provide a specific type of recreation experience or opportunity. When classified and used properly they are easier to maintain, satisfy needs, create less conflict between user groups, and have less impact on adjoining neighbors. Parks range in size and

classification from small neighborhood parks to large natural open spaces.

Neighborhood Parks

Ideally, neighborhood parks are distributed equally throughout the community to serve citizens close to home. They are small in size and used for non-supervised or organized neighborhood recreational activities. Park guests should not be required to cross major arterials to access a neighborhood park. Typically a neighborhood park accommodates a variety of activities including children's playground, seasonally operated water features, picnicking, open grass for passive use, outdoor ~~basketball-sport~~ courts and can include multi-use ~~sports athletic~~ fields ~~for soccer and youth baseball~~.

Community Parks

Community Parks are large urban parks designed to serve as a focal point for community-wide activities and, as such are intended to provide either the facilities or intensity of activities that are appropriate in the community where noise, lighting, and vehicular traffic are appropriate for the neighborhood. Community Parks often include one specific use or focal point that makes them special.

Regional Parks

Regional Parks are recreational areas serving the city and beyond. They are large in size with special features that are unique to the area. Typically, they serve regional resources and focus on active and passive recreation, regional trail systems, and access to statewide ~~waters-properties~~ for camping, fishing, hiking, boating, and picnicking. ~~The City of Wenatchee does not own or operate any park areas that fall within this classification.~~

Special Use Areas

Special Use Areas are public recreation facilities used for a special purpose such as city gateways, cultural activities, historic facilities, or specialized recreation.

Natural Open Space Areas

Natural open spaces can vary in function and size, and are defined as land or water left primarily in its natural state with recreation uses as a secondary objective. A network of natural open space can be comprised of wetlands, habitat areas, steep hillsides, or similar spaces. Sites are usually owned by a government agency and may or may not have public access. In some cases, environmentally sensitive areas are considered as open space while in other cases they protect and provide for placement of a unique feature.

Trails, Pathways and Bikeways

Trails, pathways and bikeways are designed to provide walking, bicycling and other non-motorized recreational opportunities. By providing linkages to other areas and facilities, they also allow non-vehicular options for travel throughout the community.

Primary Trails are intended for multiple uses, are accessible wherever possible, and are located conveniently to connect several community facilities. Secondary trails provide access for bicyclists, pedestrians, and equestrians, and are located to connect community facilities or neighborhoods or to provide access to primary trails.

Improved pathways are informal connections through or between neighborhoods, and are appropriate for pedestrian, equestrian, or off-road bicycle use. Unimproved pathways are pedestrian routes of variable width dictated by natural features and use. Equestrian pathways are typically a 6 foot wide, soft surface path consisting of native soil material and overhead clearance.

Bikeways are different than trails or pathways in that their principal focus is on safe and efficient transportation. Typical bikeway user groups would include bicycle commuters, fitness enthusiasts, and competitive athletes.

Their emphasis is on speed, which can be a serious conflict with recreation-type trails and their user groups. For this reason, it is important in planning trails and bikeways that trails not be substitutes for bikeways (and vice-versa). If such dual uses cannot be avoided, it is important that the trail or bikeway be designed with more flexibility, such as for higher speeds, including passing zones and greater widths.

CITY PARKS AND FACILITIES

The City of Wenatchee owns and operates 21 public parks and recreation areas totaling 963,271,601.35 acres. Detailed descriptions of the City owned parks and recreation facilities by classification type are contained in the Parks Recreation and Open Space Comprehensive Plan.

There are a number of city owned specialized recreational facilities such as basketball-pickleball courts, wading pools and disc golf courses located within the City of Wenatchee. Many of these facilities are contained within one of the park classifications.



Table 1: Existing City Park and Recreation Areas and Facilities

PARK CLASSIFICATION TYPE	ACRES
NEIGHBORHOOD PARK	
Centennial Park	0.41
Chase Park	0.52
Kiwanis - Methow Park	1.26
Pennsylvania Park	1.02
Okanogan Park _(to be formally named)	0.29
Washington Park	4.12
Western Hills Park	5.00
TOTAL	12.6233
COMMUNITY PARK	
Lincoln Park	22.00 <u>18.48</u>
Memorial Park	3.80 <u>81</u>
Pioneer Park	7.00
Rotary Park	8.00
Hale Park	4.97
Riverfront Park	26.39
TOTAL	72.1668.65
NATURAL OPEN SPACE	
Saddle Rock Natural Area <u>East Jacobson</u>	325.12 <u>16.5</u>
Foothills North Natural Area	383.00
<u>Kenzie's Landing</u>	<u>60.39</u>
Lower Castle Rock Natural Area	36.82

Historical Display	2
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Sage Hills <u>Gateway Natural Area</u>	138.53
<u>Wenatchee Mining Partners</u>	<u>114.50</u>
TOTAL	883.47749.74
SPECIAL USE AREAS	
<u>Lions</u> Locomotive Park	15.00
Skyline Drive Overlook	0.50
Rainbow Park	1.23
Saddle Rock Gateway	4.68
Wenatchee Cemetery	34.00 <u>33.70</u>
<u>Okanogan Street Community Garden</u>	<u>0.29</u>
TOTAL	55.41
SPECIALIZED FACILITY TYPE	QUANTITY
Trails	0.596 <u>.22</u> mi
Pathways	3.895 <u>.26</u> mi
Bikeways	3.608 <u>.23</u> mi
Children's Play Area	7 <u>8</u>
Picnic <u>Shelter</u> /Area	12
Water Play Area	4 <u>5</u>
Stage	2
Outdoor Basketball Hoops	4 <u>2</u>
Horseshoe Pitch	2
Disc Golf Course	1 <u>2</u>
<u>Pickleball Courts</u>	<u>2</u>
Soccer/ <u>Lacrosse</u> Field	1
Youth Baseball Field	3 <u>2</u>
Outdoor Swimming Pool	1
Skate Area (spot, dot, area) <u>Park</u>	1 <u>3</u>

CITY RECREATIONAL PROGRAMS

The Wenatchee Parks, Recreation and Cultural Services Department coordinates a variety of recreation programs and special events throughout the community. Programs are designed to: Strengthen community image and create a sense of place; Support tourism and economic development; Foster human development and teach life skills; Promote health and wellness; Increase cultural unity; and increase a participant’s self-esteem and self-reliance. Program classifications include: Athletics/Fitness, Aquatics, Outdoor Recreation, Special Events, Special Needs Programs and Youth Recreation.

NON-CITY RECREATION PROGRAMS

Over 200 public, semi-public and private organizations provide

additional recreation program opportunities to residents and visitors to Wenatchee. These groups are ever changing, and range from Wenatchee Youth Baseball and the YMCA to the Senior Activity Center, local churches and private businesses. Programs are provided in the areas of: Arts, crafts, music, athletics, fitness, aquatics, outdoor programs, cultural, special events, youth programs and camps, enrichment, martial arts, health, safety, and senior programs.

NON-CITY PARKS AND FACILITIES

There are a number of other public agencies and private businesses that provide recreational opportunities to their guests, members or the general public. Areas range from the Morris Little League Complex, Appleatchee Riders Association equestrian complex and Apple Capital Recreation Trail to private fitness centers. This inventory does not include facilities that are owned by individual homeowners such as backyard swimming pools or home basketball courts.

Table 2: **Non-City Park and Recreation Areas and Facilities**

PARK CLASSIFICATION TYPE	OTHER PUBLIC ACRES	SEMI PUBLIC/PRIVATE ACRES
NEIGHBORHOOD PARK		
Wenatchee Racquet and Athletic Club	0	18.41
Sunrise Park	0	1.56
Broadview Park	0	1.80
Lewis and Clark Park	9.25	0
TOTAL	9.25	21.77
COMMUNITY PARK		
Triangle Park	8.79	0
Morris Park	0	4.58
Linden Tree Park	11.42	0

PARK CLASSIFICATION TYPE	OTHER PUBLIC ACRES	SEMI PUBLIC/PRIVATE ACRES
TOTAL	20.21	4.58
REGIONAL PARK		
Walla Walla Point Park	59.04	0
Confluence State Park	105.22	0
Ohme Gardens	42.30	0
TOTAL	206.56	0
NATURAL OPEN SPACE		
Horan Natural Area	97.90	0
Jacobsen Preserve	35.81	0
Homewater Property	596.69	0
Other Chelan Douglas Land Trust Holdings	107.21	0
<u>Dry Gulch</u>	<u>0</u>	<u>685.0</u>
<u>Castle Rock</u>	<u>0</u>	<u>398.0</u>
TOTAL	837.61	<u>1,083.00</u>
SPECIAL USE AREAS		
Abraham Lincoln Elementary School	4.12	0
Columbia Elementary School	6.38	0
John Newberry Elementary School	9.90	0
Lewis & Clark Elementary School	3.35	0
Mission View Elementary School	9.23	0
Sunnyslope Elementary School	4.56	0
Washington Elementary School	8.15	0
Foothills Middle School	16.43	0
Orchard Middle School	3.01	0
Pioneer Middle School	3.52	0
Wenatchee High School	37.08	0
Westside High School	7.02	0
Wenatchee Valley College	43.42	0
Recreation Park	5.40	0
King's Orchard Church	0	3.69

PARK CLASSIFICATION TYPE	OTHER PUBLIC ACRES	SEMI PUBLIC/PRIVATE ACRES
St. Joseph's Church	0	12.53
Wenatchee Free Methodist Church	0	7.95
Seventh Day Adventist Church	0	7.10
First Assembly of God Church	0	2.34
The Church of Jesus Christ of Latter Day Saints	0	2.87
Appleatchee Riders	0	23.60
TOTAL	161.57	60.08
SPECIALIZED FACILITY TYPE	QUANTITY	QUANTITY
Trails	4.70	0
Pathways	3.60	0
Bikeways	0	0
Baseball Field	3	0
Youth Baseball Field	4	4
Outdoor Basketball Hoops	45	7
Football Field	4	0
Picnic Area	4	4
Play Area	6	8
Horseshoe Pitch	3	0
Outdoor Pool	1	7
Sand Volleyball Court	3	0
Regulation Soccer Field	5	1
Modified Soccer Field	14	3
Softball Field	10	1
Outdoor Tennis Court	19	12
Water Play Area	0	0
Equestrian Center	0	1
Boat Launch	2	0
Campground	1	0
Multi Use Field	9	8
Indoor Pool	1	1

PARK CLASSIFICATION TYPE	OTHER PUBLIC ACRES	SEMI PUBLIC/PRIVATE ACRES
Recreation Center	0	1
Ice Rink	2	0
Gymnasium	12	2
Racquetball Court	0	3
Rock Climbing Wall	0	2
Indoor Tennis Court	0	4
Weight/Fitness Room	1	6
Indoor Soccer Field	0	4

HABITAT PLAN

The Parks, Recreation and Cultural Services Department has been protecting land and aquatic resources for outdoor recreation, habitat and open space since before it was officially established in 1953. This is accomplished by acquiring properties through the use of grant funding, working with project partners to leverage community donations, and receiving donations of land from private land owners. Through the process of working with private landowners, community groups and public agencies, by ~~June 2015~~ September 2023 the Department had protected in perpetuity, ~~over 800~~ almost 1,500 acres of land for outdoor recreation, habitat conservation and open space. The Parks, Recreation, and Cultural Services Department continues to work with community partners to protect ~~hundreds of additional acres~~ properties.

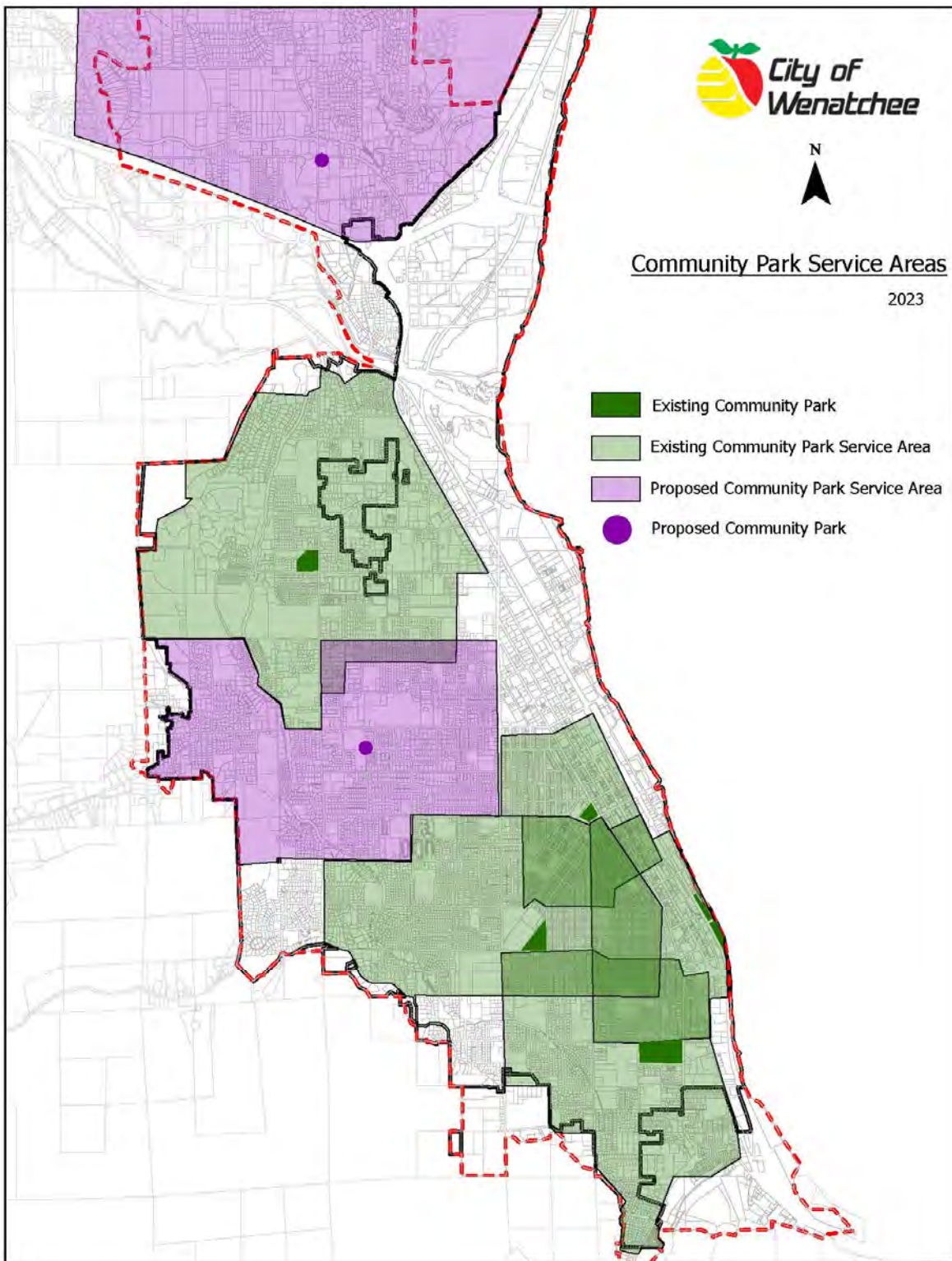
To provide guidance in determining acquisition and habitat enhancement priorities, the City of Wenatchee adopted its first stand-alone Habitat Plan in 2009. The document, titled, "The Foothills Community Strategy"

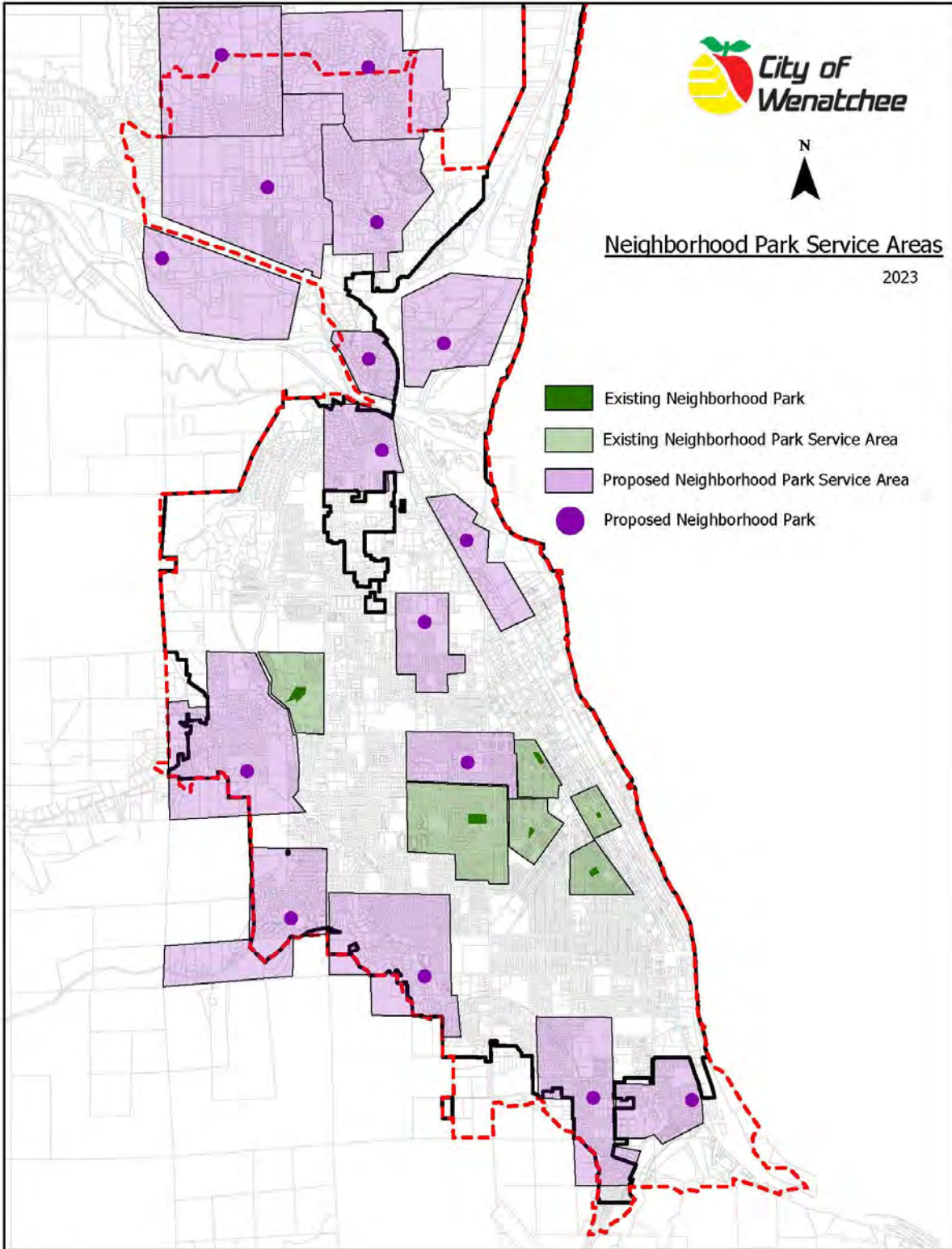
was the culmination of a fourteen month long planning and community engagement effort led by the Chelan Douglas Land Trust and Trust for Public Lands in partnership with the City of Wenatchee and Chelan County. The community strategy was adopted by the Wenatchee City Council on July 8, 2010 as a supplement to the 2012-2018 Parks, Recreation and Open Space Comprehensive Plan. This Habitat Plan is an update to the community strategy and serves as the habitat component for the City of Wenatchee Parks, Recreation and Open Space Comprehensive Plan for the next six year cycle.

LEVEL OF SERVICE STANDARDS

The ~~2012-2018~~ 2024-18 ~~2030~~ Parks, Recreation & Open Space Comprehensive Plan and Park Design Development Standards ~~have~~ has recommended level of service standards for the various park facilities. For the purpose of this plan and implementation through development projects, no park level of service standards are adopted.

The following maps identify existing and proposed park service areas for neighborhood and community parks.





GOALS AND POLICIES

GOAL 1.0 PARKS AND RECREATION AREAS: Provide safe, clean and attractive parks and recreation facilities in adequate numbers and diversity distributed throughout the community now and into the future.

Policy 1.0: Plan current and future parks and recreation facilities in a manner that is responsive to the site, accommodates future growth and balances the needs of the community.

Policy 1.1: Acquire and develop an interconnected system of multi-functional parks, trails, and recreation facilities that are attractive, safe and available to all segments of the City's population.

Policy 1.2: Maintain parks and recreation facilities in a manner that is responsive to the site, and balances the needs of the community with available funding.

GOAL 2.0 HABITAT: Habitat areas in and around Wenatchee are a well-managed community resource that are home to healthy wildlife populations supported by a diversity of native plants and natural lands.

Policy 2.0: Improve urban and community forest management, maintenance, and arboricultural practices.

Policy 2.1: Support the expansion of infrastructure to meet growth demands in appropriate areas to protect the integrity and function of natural areas and enhance community and environmental health and safety.

Policy 2.2: Place priority on maximizing grants, alternative sources of funding, and inter-agency cooperative arrangements to develop the natural area system.

Policy 2.3: Formalize plans, policies and procedures for the acquisition, development and management of open space, recreation, access and habitat areas.

Policy 2.4: Place a priority on the revitalization, restoration and improvement of existing natural areas, trails and access points to prevent further degradation of critical habitat areas, improve sustainability and enhance flora and fauna.

Policy 2.5: Acquire natural areas, open spaces, access points and trails that are needed, locally unique in character, provide important wildlife or other habitat purposes, interconnected, inclusive, accessible and financially feasible to maintain.

GOAL 3.0 RECREATION: Provide diverse, high quality recreation programs for residents and visitors regardless of age, gender, ethnicity or ability level in the most cost-effective manner possible.

Policy 3.0: Prepare short and long-range plans and policies to help guide the efficient provision of recreation programs to the community.

Policy 3.1: Provide recreation opportunities in all program areas for various proficiency levels, ability, socio-economic levels, racial and ethnic backgrounds, ages, and gender based on the conceptual foundations of play, recreation, and leisure; constituent

interests and needs; community opportunities; agency philosophy and goals; and experiences desirable for clientele in accordance with the Department's mission.

Policy 3.2: Efficiently use the resources invested in publicly owned and operated recreation facilities including, but not limited to, City, County, PUD and School District sites for the provision of recreation programs.

Policy 3.3: Market and promote recreation program opportunities and the Benefits of Parks and Recreation to residents and visitors of the community.

Policy 3.4: Understand and plan for future needs and trends in recreation.

GOAL 4.0 ARTS AND CULTURE: Develop a thriving arts environment, which is essential to quality of life, education, and the economic vitality for all of Wenatchee.

Policy 4.0: Public art will be promoted as a way to honor residents, to beautify the local community, and to attract visitors to contribute to the economy.

Policy 4.1: Improve the capacity of local arts agencies to provide arts programs to benefit residents of the community.

Policy 4.2: Maintain a principle of community development through arts and culture.

Policy 4.3: Develop community arts programs that provide increased opportunities for public participation.

Policy 4.4: Increase the number of

opportunities for artists to create, publish, exhibit, distribute and perform their work, so that it can be experienced by a larger community, including City, national and international audiences.

Policy 4.5: Facilitate the acquisition and maintenance of art works integrated into public places.

GOAL 5.0 ORGANIZATIONAL DEVELOPMENT: Create a dynamic, professional organization committed to an ongoing process of innovation.

Policy 5.0: Recruit, select, train and retain volunteers and staff members that represent the City of Wenatchee in a favorable manner and exhibit the professional skills reflected in the values of the City including: creativity, excellence, passion, integrity and service.

Policy 5.1: Act as the primary coordinator for the arts, recreation and parks commission.

Policy 5.2: Promote open lines of communication to staff and both internal and external customers through a variety of methods including written, in person and virtual meetings and by other means.

Policy 5.3: Effectively manage departmental operations through the preparation of policies and procedures, implementing the comprehensive plan and accurate budgeting.

~~**GOAL 1: PARKS AND RECREATION PLANNING — Plan current and future parks and recreation**~~

~~facilities in a manner that is responsive to the site, accommodates future growth and balances the needs of the community.~~

~~**Policy 1:** Evaluate the impacts of new development projects on the City's parks, recreation and open space resources through the SEPA environmental review process, identify potential significant adverse impacts of the development, and take appropriate steps to mitigate any reduction in such services.~~

~~**Policy 2:** Require development projects along designated trail routes to incorporate the trail as part of the project.~~

~~**Policy 3:** Designate publicly-owned trails and City-dedicated above-ground, access easements on private lands as Primary or Secondary trails and manage the use, maintenance, and operation of each trail accordingly.~~

~~**Policy 4:** Actively seek out agreements with utility providers for the use of utility easements for trail and trailhead purposes.~~

~~**GOAL 2: PARKS AND OPEN SPACE SYSTEM** *Acquire and develop an interconnected system of multi-functional parks, trails, recreation facilities and open spaces that is attractive, safe and available to all segments of the City's population.*~~

~~**Policy 1:** Formalize policies and procedures for the acquisition and development of park and recreation facilities and areas.~~

~~**Policy 2:** Place a priority on the revitalization and improvement of existing parks and recreation facilities.~~

~~**Policy 3:** Provide parks, and recreation facilities that are needed, locally unique in character, historically significant, interconnected, inclusive, accessible and financially feasible to maintain.~~

~~**Policy 4:** Place priority on maximizing grants, alternative sources of funding, and inter-agency cooperative arrangements to develop the City's park, open space, and trail resources.~~

~~**Policy 5:** Market and promote parks and recreation facilities and the benefits of Parks and Recreation to residents and visitors of the community to increase awareness, donations, tourism and participation.~~

~~**Policy 6:** Coordinate park planning, acquisition and development with other City projects and programs.~~

~~**Policy 7:** Develop partnerships with other public agencies and the private sector to meet the demand for parks and recreational facilities in the City.~~

~~**Policy 8:** Recognize and support the importance of non-city facilities and programs that assist in meeting the needs of the community for parks, recreation and open space.~~

~~**Policy 9:** In the community, managed open space such as the Appleatchee equestrian facilities, Morris Little League Park, Chelan County Public Utility District Parks and special purpose districts among others are important to the historic character, local economy, and quality of life enjoyed by local residents and visitors to the region. Support for the ongoing maintenance and operation of these facilities should be reflected in the city's implementation regulations.~~

~~**GOAL 3: PARKS MAINTENANCE**
Maintain parks and recreation facilities in a manner that is responsive to the site, and balances the needs of the community with available funding.~~

~~**Policy 1:** Actively seek out alternative funding sources for the development and maintenance of park and recreation facilities.~~

~~**Policy 2:** Continually seek operational efficiencies to ensure that parks and recreation facilities are provided to the community in the most cost-effective manner possible.~~

~~**Policy 3:** Ensure that park and recreation facilities are used, operated, and maintained in a manner that is consistent with site-specific and regional natural systems.~~

~~**GOAL 4: RECREATION PROGRAM SERVICES**
Recreation programs and services shall be based on the conceptual foundations of play, recreation, and leisure; constituent interests and needs; community opportunities; agency philosophy and goals; and experiences desirable for clientele.~~

~~**Policy 1:** Prepare short and long range plans and policies to help guide the efficient provision of recreation programs to the community.~~

~~**Policy 2:** Programs shall provide opportunities in all program fields for various proficiency levels, ability, socio-economic levels, racial and ethnic backgrounds, ages, and gender in accordance with the Department's mission.~~

~~**Policy 3:** Efficiently use the resources invested in publicly owned and operated recreation facilities~~

including, but not limited to, City, County, PUD and School District sites.

~~**Policy 4:** Work with other recreation organizations to facilitate cooperative programming among the public, commercial, and nonprofit entities.~~

~~**Policy 5:** Market and promote recreation program opportunities and the benefits of parks and recreation to residents and visitors of the community.~~

~~**Policy 6:** Understand and plan for future needs and trends in recreation.~~

~~**Policy 7:** Expand services to meet the needs of the community by securing alternative funding sources that will allow for staffing and the provision of programs.~~

~~**GOAL 5: ORGANIZATIONAL DEVELOPMENT**
Recruit, select and retain volunteers and staff members that represent the City of Wenatchee in a favorable manner and exhibit the professional skills reflected in the values of the City including: creativity, excellence, passion, integrity and service.~~

~~**Policy 1:** Recruit, select, supervise, provide training, opportunities and support to volunteers.~~

~~**Policy 2:** Provide opportunities for professional growth and development for staff.~~

~~**Policy 3:** Strengthen relationships within community groups and organizations.~~

~~**Policy 4:** Ensure that volunteer and staff efforts are recognized and appreciated.~~

~~**Policy 5:** Promote open lines of communication to staff and both internal and external customers through a variety of methods including written, meetings and other means.~~

~~**Policy 6:** Develop organizational policies and procedures.~~

~~**GOAL 6: HABITAT PLAN - Support and Implement the City of Wenatchee Habitat Plan as an important policy and implementation plan which:**~~

- ~~• Retains open space and greenbelt area within and adjacent to the City;~~
 - ~~• Enhances recreational opportunities;~~
 - ~~• Conserves fish and wildlife habitat; and~~
 - ~~• Increases access to natural resource lands and water.~~
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