



**WENATCHEE CITY COUNCIL**  
**Thursday, February 8, 2024**  
Wenatchee City Hall Council Chambers  
301 Yakima Street  
Wenatchee, WA 98801

**AGENDA**

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

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

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

**2. Swearing-In Ceremony**

**3. 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.

**4. Consent Items**

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

Vouchers:

Payroll distribution in the amount of \$12,676.05 for January 31, 2024  
Claim checks #210799 through #210840 in the amount of \$1,019,094.72 for January 18, 2024  
Claim checks #210841 through #210844 in the amount of \$57,189.82 for January 18, 2024  
Check #210845 in the amount of \$48,330.00 for January 18, 2024  
Claim checks #210846 through #210895 in the amount of \$135,583.76 for January 25, 2024  
Claim check #210896 in the amount of \$18,851.73 for January 25, 2024  
Claim check #210897 in the amount of \$60,703.80 for January 30, 2024  
Payroll distribution in the amount of \$663,557.54 for February 5, 2024  
Benefits/Deductions in the amount of \$1,124,280.24 for January 31, 2024  
Claim checks #210910 through #210921 in the amount of \$9,985.49 for January 31, 2024  
Claim check #210922 in the amount of \$19,073.07 for February 1, 2024

- *Motion for City Council to approve the Final Contract Voucher with Cascade Central Construction, for City Project No. 2112 – Pinnacles Prep Charter School Phase 1.5A.*
- *Motion for City Council to accept the work performed by the contractor, Petersen Brothers Inc., on City Project No. SW23-06, the 2023 Guardrail Improvements and Repair Project, and authorize the City Administrator to sign the Final Contract Voucher on behalf of the City of Wenatchee.*

## 5. Action Items

- A.** Hale Park Phase Three Project Engineering Consultant Selection  
Presented by Parks, Recreation & Cultural Services Director David Erickson  
**Action Requested:** *Motion for approval of the selection of Pacific Engineering and Design for the Hale Phase Three Project and authorize the City Administrator to sign the standard city consultant agreement.*
- B.** City Project No. 2407 – 9<sup>th</sup> Street Corridor Improvements - Budget Approval and Grant Authorization  
Presented by Engineering Services Manager Ryan Harmon  
**Action Requested:** *Motion for City Council to approve the project budget and authorize the City Administrator to sign the Transportation Improvement Board grant agreement forms.*
- C.** Right-of-Way vacation for a portion of North Columbia Street  
Presented by Public Works Director Rob Jammerman  
**Action Requested:** *Motion for City Council to approve Resolution No. 2024-04, establishing a public hearing for the proposed North Columbia Street vacation on or after the March 14, 2024 City Council Meeting.*
- D.** Documents related to the Wenatchee Convention Center Expansion and Renovation Project and the Numerica Performing Arts Center  
Presented by City Administrator Laura Gloria  
**Action Requested:** *Motion for the City Council to approve the Construction Staging Area License Agreement, Demolition and Restoration Agreement, Third Amendment to Ground Lease with the Numerica Performing Arts Center and authorize the City Administrator's signature.*

## 6. Reports

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

## 7. Announcements

## 8. Close of Meeting

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



**DRAFT**

## WENATCHEE CITY COUNCIL

Thursday, January 25, 2024

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 Mike Poirier; Councilmember District 1 Jose Cuevas; Councilmember District 3 Top Rojanasthien; 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; IT Support Tim McCord; Finance Director Brad Posenjak; Police Chief Steve Crown; Deputy Public Works Director Jessica Shaw; Utility Planner Darci Ronning; Public Works Director Rob Jammerman; Finance Director Brad Posenjak; Community Development Director Glen DeVries

**4:40 p.m. Executive Session.** Mayor Mike Poirier called the meeting to order at 4:40 p.m. for the purpose of meeting in executive session.

Executive session to evaluate the qualifications of a candidate for appointment to elective office. RCW 42.30.110(1)(h).

*Motion by Councilmember Keith Huffaker and seconded by Councilmember Jose Cuevas to convene in executive session for a time period not to exceed 5:10 p.m., with legal counsel present, to evaluate the qualifications of a candidate for appointment to elective office. RCW 42.30.110(1)(h). Motion carried (4-0).*

Council adjourned from executive session at 5:04 p.m.

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

**1. Call to Order, Pledge of Allegiance, and Roll Call.** Mayor Mike Poirier called the regular meeting to order at 5:15 p.m. Councilmember Linda Herald led the Pledge of Allegiance. The excused absences of Councilmembers Hornby and Atkinson were noted for the record.

## 2. Citizen Requests/Comments

Jack Eaton, 1215 First Street, Wenatchee, addressed the City Council about his concerns with the Interlocal Agreement that the City entered into with the Wenatchee School District for School Resource Officers.

Denise McBurnie, 930 Wheeler Road, Wenatchee, addressed the City Council with her concerns about her missing son's case.

## 3. Consent Items

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

Vouchers:

Claim checks #210579 through #210651 in the amount of \$835,456.80 for January 4, 2024

Claim checks #210652 through #210655 in the amount of \$55,617.14 for January 4, 2024

Payroll distribution in the amount of \$20,026.78 for January 5, 2024

Claim checks #210656 through #210688 in the amount of \$796,071.95 for January 9, 2024

Claim checks #210689 through #210696 in the amount of \$10,109.74 for January 11, 2024

Payroll distribution in the amount of \$466,880.00 for January 19, 2024

Claim checks #210697 through #210749 in the amount of \$629,136.66 for January 11, 2024

Claim checks #210750 through #210782 in the amount of \$116,668.96 for January 16, 2024

Claim checks #210783 through #210798 in the amount of \$1,145.88 for January 18, 2024

- *Motion for City Council to approve the Final Contract Voucher with Halme Builders, Inc., for City Project No. SW23-08 Public Works Shop Building No. 4, Partial 2<sup>nd</sup> Floor Addition, and authorize the City Administrator's signature.*
- *Motion for City Council to approve Resolution No. 2024-02, appointing Paul Priestly as a member to the Tourism Promotion Area Advisory Committee to fill an unexpired three-year term, and reappointing Rosa Pulido to another three-year term to the Tourism Promotion Area Advisory Committee.*
- *Motion for City Council to approve Resolution No. 2024-03, appointing Paul Priestly as a member to the Lodging Tax Advisory Committee to an unexpired two-year term, and reappointing Rosa Pulido, Kyle McCubbin, and Darci Christoferson as members to the Lodging Tax Advisory Committee for additional two-year terms.*

*Motion by Councilmember Keith Huffaker to amend the agenda to add a new Item C, motion to interview candidates for the vacant council position; to approve agenda, vouchers, and minutes from previous meetings; to approve the Final Contract Voucher with Halme Builders, Inc., for City Project No. SW23-08 Public Works Shop Building No. 4, Partial 2<sup>nd</sup> Floor Addition, and authorize the City Administrator's signature; to approve Resolution No. 2024-02, appointing Paul Priestly as a member to the Tourism Promotion Area Advisory Committee to fill an unexpired three-year term, and reappointing Rosa Pulido to another three-year term to the Tourism Promotion Area Advisory Committee; and to approve Resolution No. 2024-03, appointing Paul Priestly as a member to the Lodging Tax Advisory Committee to an unexpired two-year term, and reappointing Rosa Pulido, Kyle McCubbin, and Darci Christoferson as members to the Lodging Tax Advisory Committee for additional two-year terms. Councilmember Top Rojanasthien seconded the motion. Motion carried (3-0)(Herald conflict).*



#### 4. Action Items

- A. Broadview Sewer and Stormwater Improvements Project No. 2107 - Amendment 7 for Construction Engineering Support Services

Utility Planner Darci Ronning presented the staff report.

Motion by Councilmember Linda Herald for City Council to approve Amendment 7 to the professional services contract with Osborn Consulting Incorporated for City Project No. 2107, and authorize the City Administrator to sign the agreement. Councilmember Jose Cuevas seconded the motion. Motion carried (4-0).

- B. Ninth Street Basin Stormwater Retrofit Project No. 2101 - Amendment 6 for Construction Engineering Support Services

Utility Planner Darci Ronning presented the staff report.

Motion by Councilmember Top Rojanasthien for City Council to approve Amendment 6 to the professional services contract with Osborne Consulting Incorporated for City Project No. 2101, and authorize the City Administrator to sign the agreement. Councilmember Jose Cuevas seconded the motion. Motion carried (4-0).

- C. City Council District 2 Candidates

Motion by Councilmember Keith Huffaker to interview Armando Bendito-Zepeda, Chelsea Ewer, Jessica Johnson, and Stephen Maher to fill the vacancy of District 2 to occur on February 1, 2024 at 5:15 p.m. at Wenatchee City Hall Council Chambers. Councilmember Linda Herald seconded the motion. Motion carried (4-0).

#### 5. Public Hearing Items

The Mayor explained the public hearing process.

- D. 2022 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

Community Development Director Glen DeVries presented the staff report.

The Mayor asked for public comment. No one commented.

Motion by Councilmember Keith Huffaker for City Council to accept the 2022 Community Development Block Grant Consolidated Annual Performance and Evaluation Report. Councilmember Linda Herald seconded the motion. Motion carried (4-0).

## 6. Reports

- a. Mayor's Report. The Mayor reported on the following:
  1. He signed the bond documents today for the Convention Center project;
  2. He and Mayor Crawford are participating together at "Coffee & Commerce" in the next couple of weeks;
  3. The Mayor and City Administrator Laura Gloria attended an economic development meeting this week with the Port District, and the Port is looking at creation of a *Brewery District*.
  4. City Administrator Laura Gloria added a kudos to the city's "snow plowing" team, and some great messages have been received from the public.
  5. She also added that the City and Port District will be hiring federal lobbyists to assist with transportation needs, and they signed an interlocal agreement today regarding that. A trip to Washington D.C. is being planned for spring.
  
- b. Reports/New Business of Council Committees

Councilmember Huffaker reported that he attended the Chamber meeting and handed it off to new City Councilmember Charlie Atkinson.

Councilmember Herald reported that the next meeting of the Misawa Sister City Association is next Thursday. They are working on plans for Apple Blossom. Misawa is sending a delegation of 20 for the festival. Linda is also attending AWC's City Action Days on February 7 and 8. She has also been appointed to serve on AWC's Legislative Priorities Committee.

**7. Announcements.** Reminder of the special meeting next week to interview candidates for District 2.

**8. Close of Meeting.** With no further business, the meeting adjourned at 5:15 p.m.

---

Mike Poirier, Mayor

---

Tammy McCord, City Clerk



## CITY COUNCIL AGENDA REPORT

**TO:** Mike Poirier, Mayor  
City Council

**FROM:** Elisa Schafer, Facilities Manager  
Public Works Department

**MEETING DATE:** February 8, 2024

---

### I. SUBJECT

City of Wenatchee Project No. 2112 – Pinnacles Prep Charter School Phase 1.5A, Cascade Central Construction, LLC, Final Contract Voucher Certificate

### II. ACTION REQUESTED

Staff recommends the City Council approve the Final Contract Voucher with Cascade Central Construction, LLC and authorize the City Administrator's signature.

### III. OVERVIEW

The City of Wenatchee entered into a contract with Cascade Central Construction, LLC in July 2022 provide for the construction and renovation of new instructional spaces and add a new campus entrance to the city property located at 504 S. Chelan Ave. (formerly known as the Wenatchee Community Center). This project was made possible by a \$2,450,000 grant from the Washington State Department of Commerce (DOC) and the Taxpayers of Washington State.



**Above:** New instructional space at Pinnacles Prep Charter School.

**Right:** New entrance and administration area under construction.



**Above:** Transformation of the Great Hall with a new operable wall, creating flexibility to the space.

**IV. FISCAL IMPACT**

The final amount paid to Cascade Central Construction, LLC is \$2,259,876.51 (including sales tax).

**V. PROJECT SCHEDULE**

Construction began in July 2022 and was completed in October 2023.

**VI. REFERENCE(S)**

1. Final Contract Voucher Certificate

**VII. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Laura Gloria, City Administrator  
Brad Posenjak, Finance Director  
Rob Jammerman, Public Works Director  
Nataliann Tutino, Sr. Financial Analyst



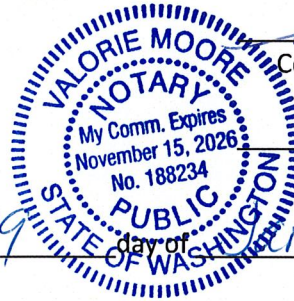
**City of Wenatchee  
Department of Public Works**

**Final Contract  
Voucher Certificate**

Contractor Name Cascade Central Construction, LLC			
Street Address 1285 South Wenatchee Ave.			
City Wenatchee	State WA	Zip 98801	Date January 24, 2024
City Project Number 2112	Federal-Aid Project Number N/A	Highway Number N/A	
Job Title Pinnacles Prep Charter School – Phase 1.5A Alterations & Additions			
Date Work Physically Completed October 31, 2023		Final Amount \$2,259,876.51	

**Contractor's Certification**

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Wenatchee nor have I rented or purchased any equipment or materials from any employee of the City of Wenatchee; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Wenatchee for work performed and materials furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Wenatchee from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



*[Handwritten Signature]*  
Contractor Authorized Signature Required

ADAM BRIZENDINE  
Type Signature Name

Subscribed and sworn to before me this 29 day of January 2024

X Val. Moore  
Notary Public in and for the State of Washington,  
residing at East Wenatchee

**City of Wenatchee**

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

X \_\_\_\_\_  
Mayor/or Designee

\_\_\_\_\_  
Date of Acceptance

**Apple Capital of the World**





## CITY COUNCIL AGENDA REPORT

**TO:** Mike Poirier, Mayor  
City Council

**FROM:** Donald Nelson, Senior Project Engineer  
Ryan Harmon, Engineering Services Manager  
Public Works Department

**MEETING DATE:** February 8, 2024

---

**I. SUBJECT**

City Project No. SW23-06 – 2023 Guardrail Improvements and Repair  
Final Acceptance

**II. ACTION REQUESTED**

Motion for City Council to accept the Work performed by the contractor, Petersen Brothers Inc., on City Project No. SW23-06, the 2023 Guardrail Improvements and Repair project and authorize the City Administrator to sign the Final Contract Voucher on behalf of the City of Wenatchee.

**III. OVERVIEW**

This project constructed approximately 388-ft of guardrail along the east side of Skyline Drive in an area that has steep embankment along the shoulder and mitigates safety concerns. This work also widened the shoulder along a narrow segment to benefit mobility.

Just prior to design, a section of guardrail on North Road adjacent to the Irrigation Canal was damaged. That guardrail replacement was added to this project.

The images below show the completed project.



Skyline Drive Guardrail Improvement



North Road Guardrail Repair

**IV. FISCAL IMPACT**

This project was funded through the General Fund. Work associated with the North Road Guardrail Repair is anticipated to be recovered through an open insurance claim. The table below shows the project budget (established as part of the 2023 City Budget) as well as the final expenses.

<b>City Project No. SW23-06</b>	<b>Project Budget</b>	<b>Final Amount</b>
Skyline Drive Guardrail Improvement	\$150,827.19	\$147,812.52
North Road Guardrail Repair	\$18,324.01	\$15,679.04
<b>Total</b>	<b>\$169,151.20</b>	<b>\$163,491.56</b>

The project was awarded to Petersen Brothers Inc. on October 12, 2023.

**V. REFERENCE(S)**

1. Final Contract Voucher

**VI. ADMINISTRATIVE ROUTING**

Tammy McCord, City Clerk  
 Laura Gloria, City Administrator  
 Brad Posenjak, Finance Director  
 Rob Jammerman, Public Works Director  
 Jake Lewing, City Engineer  
 Ryan Harmon, Engineering Services Manager  
 Nataliann Tutino, Sr. Financial Analyst  
 Anna Carr, Administrative Assistant



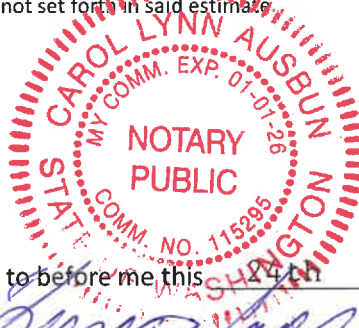
**City of Wenatchee  
Department of Public Works**

**Final Contract  
Voucher Certificate**

Contractor Petersen Brothers, Inc.			
Street Address 2008 E Valley Hwy E			
City Sumner	State WA	Zip 98390	Date January 18, 2024
City Project Number SW23-06	Federal-Aid Project Number N/A	Highway Number N/A	
Job Title 2023 Guardrail Improvements and Repair			
Date Work Physically Completed November 15, 2023		Final Amount \$ 163,491.56	

**Contractor's Certification**

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Wenatchee nor have I rented or purchased any equipment or materials from any employee of the City of Wenatchee; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Wenatchee for work performed and materials furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Wenatchee from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.






Contractor Authorized Signature Required

Robin Petersen  
Type Signature Name

Subscribed and sworn to before me this 14th day of January 2024

X  Notary Public in and for the State of Washington,  
residing at Borney Lake, Pierce County

**City of Wenatchee**

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

X \_\_\_\_\_ Date of Acceptance  
Mayor/or Designee





## CITY COUNCIL AGENDA REPORT

**TO:** Mike Poirier, Mayor  
City Council

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

**MEETING DATE:** February 8, 2024

---

**I. SUBJECT**

Hale Park Phase Three Project Engineering Consultant Selection.

**II. ACTION REQUESTED**

Move approval of the selection of Pacific Engineering and Design for the Hale Phase Three Project and authorize the City Administrator to sign the standard city consultant agreement.

**III. OVERVIEW**

Hale Park is a 4.97-acre property, acquired by the City of Wenatchee in 2013. It is located at 720 South Worthen Street in Wenatchee. The property is nestled between the 10-mile long, Apple Capital Recreational Loop Trail, Columbia River, Burlington Northern Railroad tracks, and private property. The first phase of the park was constructed in 2017, the skate park in 2019, and the second phase was completed in 2021. The park currently features a parking area, a dog off-leash area, fences, a skate park, walkways, a picnic shelter, restrooms, a children's play area, landscaping, and utilities.

The phase three project will occur in the area along the riverbank starting adjacent to the parking lot on the north, and extending to the south, beyond the end of the off-leash area. The area is generally outlined in yellow at right.

The goals of the project are to prepare a landscape restoration plan that addresses the removal of invasive plants; creates a shoreline stabilization plan to address and mitigate man-made and natural erosion issues, provide engineering solutions to reduce the potential for grading activities to occur in the future; create a planting plan to enhance habitat while following Crime Prevention Through Environmental Design (CPTED) principles; prepare a construction cost estimate and any required geotech and biological reports for project implementation permitting.



The city solicited statements of qualifications from firms or individuals who might be interested in conducting the tasks generally described above. The request for qualifications was advertised on the City website beginning January 2, 2024, and also sent directly to 515 individuals on the Small Works Consultant Roster. From this solicitation, four firms submitted their qualifications by the January 22, 2024 due date.

An evaluation committee comprised of City staff and Arts, Recreation and Parks Commissioners reviewed and scored the qualifications and based on their qualifications recommended the selection of Pacific Engineering and Design for the project. The recommendation was also discussed at the January 22 Public Service Committee meeting and staff also recommends approval.

**IV. FISCAL IMPACT**

Funding for the project is provided through a City of Wenatchee General Fund allocation authorized by the City Council in the 2024 budget. The total project budget is \$45,000.

**V. PROPOSED PROJECT SCHEDULE**

The estimated project completion date is August 30, 2024.

**VI. REFERENCE(S)**

**VII. ADMINISTRATIVE ROUTING**

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



## CITY COUNCIL AGENDA REPORT

**TO:** Mike Poirier, Mayor  
City Council

**FROM:** Ryan Harmon, Engineering Services Manager  
Public Works Department

**MEETING DATE:** February 8, 2024

---

### I. **SUBJECT**

City Project No. 2407 – 9<sup>th</sup> Street Corridor Improvements  
Budget Approval and Grant Authorization

### II. **ACTION REQUESTED**

*Motion requested for the City Council to approve the project budget and authorize the City Administrator to sign the Transportation Improvement Board grant agreement forms.*

### III. **OVERVIEW**

In 2019 the city received a Highway Safety Improvement Program (HSIP) grant to complete a Traffic and Multimodal Analysis for the 9<sup>th</sup> Street corridor from the BNSF railroad tracks to N. Miller Street. This corridor is identified as a supporting freight route, priority bikeway, and has a history of priority type collisions. At the time, the city hired a consultant, Perteet, to perform a planning study of the area. This included a number of analyses, public outreach and a presentation to Council. After completing the study, Perteet proposed the reconfiguration of the traffic signal system, along with transforming the roadway into a three-lane section equipped with bike lanes.

In June of this year, the Washington State Transportation Improvement Board (TIB) issued a call for projects. The city used the recommendations provided by the existing 9<sup>th</sup> Street Corridor Study to successfully apply under the TIB's Urban Arterial Program. The city was notified in December that it was awarded \$1,199,000 for the 9<sup>th</sup> Street Corridor Improvements project.

In order to secure the grant funding, the TIB requires the city to certify full funding by signing and returning the Project Funding Status Form and Fuel Tax Agreement (required documents are attached for reference.)

### IV. **FISCAL IMPACT**

The total project budget is \$1,499,170. This grant requires a 20% local match which amounts to \$300,170 in city funds. The proposed project budget will be presented to the Finance Committee on February 6, 2024.

**V. PROPOSED PROJECT SCHEDULE**

This project is scheduled for construction in 2026. Preliminary engineering and right-of-way acquisition will begin later this year.

**VI. REFERENCE(S)**

1. Capital Project Budget
2. TIB Project Funding Status Form
3. TIB Grant Agreement

**VII. ADMINISTRATIVE ROUTING**

Tammy McCord, City Clerk  
Laura Gloria, City Administrator  
Rob Jammerman, Public Works Director  
Brad Posenjak, Finance Director  
Jake Lewing, City Engineer  
Hari Sharma, Project Engineer  
Nataliann Tutino, Senior Financial Analyst  
Anna Carr, Administrative Assistant



## Capital Project Budget

Date: February 8, 2023 Project Number: 2407

Project Name: 9th Street Corridor Improvements Dept/Category: Public Works - Street Project

**Project Description:**

This project will improve 9th Street between Miller Street to the west and the existing railroad crossing to the east by reconfiguring the traffic signals, updating ADA curb ramps, and altering the roadway to a three lane section with bike lanes.

<b>Project Lead:</b>	Hari Sharma	<b>Start Year:</b>	2024
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2026
<b>Original Project Budget:</b>	\$1,499,170	<b>Total City Funding:</b>	\$300,170
<b>Budget Amendment:</b>		<b>Other Funding:</b>	\$1,199,000

**Project Notes:**

This is a new project budget.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2024	2025	2026+	
Design Engineering	177,290			59,100	118,190		177,290
Right of Way	21,760				21,760		21,760
Construction Engineering	118,200					118,200	118,200
Construction Contract	1,181,920					1,181,920	1,181,920
Art Fund							
<b>Total Project Expenditures</b>	<b>1,499,170</b>			<b>59,100</b>	<b>139,950</b>	<b>1,300,120</b>	<b>1,499,170</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2024	2025	2026+	
Fund:	109 - Arterial Streets	300,170			11,820	27,990	260,360	300,170
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS: TIB Urban Arterial Program Grant		1,199,000			47,280	111,960	1,039,760	1,199,000
<b>Total Project Revenues</b>		<b>1,499,170</b>			<b>59,100</b>	<b>139,950</b>	<b>1,300,120</b>	<b>1,499,170</b>

Approved by City Council: \_\_\_\_\_ Date \_\_\_\_\_



Transportation Improvement Board

# Project Funding Status Form

Agency Name: **WENATCHEE**  
 Project Name: **9th Street Corridor Improvements  
 Miller St to BNSF Railroad Crossing**

TIB Project Number: **8-3-160(034)-1**

Verify the information below and revise if necessary. Email to: [andrewb@tib.wa.gov](mailto:andrewb@tib.wa.gov)

## PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion
12/31/25	3/31/26	10/31/26

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
WENATCHEE	300,170	
WSDOT	0	
Federal Funds	0	
<b>TOTAL LOCAL FUNDS</b>	<b>300,170</b>	

Signatures are required from two different agency officials. Return the originally signed form to your TIB Engineer.

Mayor or Public Works Director or City Administrator

\_\_\_\_\_  
 Signature  
  
 Laura Gloria  
 Printed or Typed Name

\_\_\_\_\_  
 Date  
  
 City Administrator  
 Title

Financial Officer

\_\_\_\_\_  
 Signature  
  
 Brad Posenjak  
 Printed or Typed Name

\_\_\_\_\_  
 Date  
  
 Finance Director  
 Title



City of Wenatchee  
8-3-160(034)-1  
9th Street Corridor Improvements  
Miller St to BNSF Railroad Crossing

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Wenatchee  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter “Agreement”) for the 9th Street Corridor Improvements, Miller St to BNSF Railroad Crossing (hereinafter “Project”) is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter “TIB”) and City of Wenatchee, a political subdivision of the State of Washington (hereinafter “RECIPIENT”).

1.0 PURPOSE

For the project specified above, TIB shall pay 79.9776 percent of approved eligible project costs up to the amount of \$1,199,000, pursuant to terms contained in the RECIPIENT’S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT’S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT’S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

## 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

## 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

## 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

## 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:





- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer                      Date

\_\_\_\_\_  
Executive Director                              Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



## CITY COUNCIL AGENDA REPORT

**TO:** Mike Poirier, Mayor  
City Council

**FROM:** Rob Jammerman, Public Work Director  
Public Works Department

**MEETING DATE:** February 8, 2024

---

**I. SUBJECT**

The Right-of-Way (ROW) vacation of a portion of N. Columbia Street.

**II. ACTION REQUESTED**

It is recommended that the City Council approve the attached Resolution 2024-04 establishing a Public Hearing for the proposed N. Columbia Street vacation on or after the March 14, 2024 City Council Meeting.

**III. OVERVIEW**

Please review the following brief history related to the N. Columbia Street and the recommended ROW vacation:

1. The City of Wenatchee purchased the McKittrick and N. Columbia Street ROW in 2017 and 2018. The ROW was purchased for the McKittrick Street extension and the planned N. Columbia Street (see exhibit 1).
2. The City completed the McKittrick Street extension (to the Burlington North Railroad ROW) and the northern leg of the N. Columbia Street extension in 2023 (see exhibit 2).
3. The City is currently marketing the sale of property south of the McKittrick Street extension and City staff recommends that the development of this land would be best served by a private commercial access road owned and maintained by the adjacent property owners.
4. Because the commercial access road to the south of McKittrick Street will be private, the N. Columbia Street ROW south of McKittrick should be vacated at this time.
5. If the ROW vacation is approved, the ROW will be distributed equally to the lots directly adjacent to the east and west; these lots are currently owned by the City.
6. Prior to the sale of property owned by the City, a Commercial Binding Site Plan that establishes the private commercial access road easement will be recorded.
7. Per the Revised Code of Washington (RCW) Chapters 35.79 Streets-Vacation, this Resolution, which establishes the Public Hearing date, satisfies the City's statutory requirements of a minimum of 20 days' notice of the pending vacation and the date and time of the required Public Hearing.

Agenda Report to Mayor and City Council  
February 8, 2024  
Page 2

**IV. FISCAL IMPACT**

There are no fiscal impacts to the City for this ROW vacation.

**V. PROPOSED PROJECT SCHEDULE**

As discussed above, if the vacation is approved, the City will then proceed with a Commercial Binding Site Plan to record private access easement for the private road in conjunction with property sales.

**VI. REFERENCE(S)**

Exhibit 1, 2, and 3  
Resolution 2024-04

**VII. ADMINISTRATIVE ROUTING**

Tammy McCord, City Clerk  
Steve Smith, City Attorney  
Laura Gloria, Executive Services Director  
Brad Posenjak, Finance Director





  
**WENATCHEE RIGHT OF WAY** - - - -  
**CITY OWNED PARCELS** - - - -

D:\GIS\NEW\CITY OF WENATCHEE\EXHIBITS\CAD\MASTER.CAD

SHEET <b>1</b> OF <b>1</b>	SCALE: 1" = 80'	DATE DRAWN 1/31/2024	REVISIONS
	DESIGNED DRAWN	CHECKED	
	APPROVED BY	DATE APPROVED	
	DRAWING NAME		



**MCKITTRICK ST. & COLUMBIA LANE RIGHT OF WAY**  
**EXHIBIT 1**



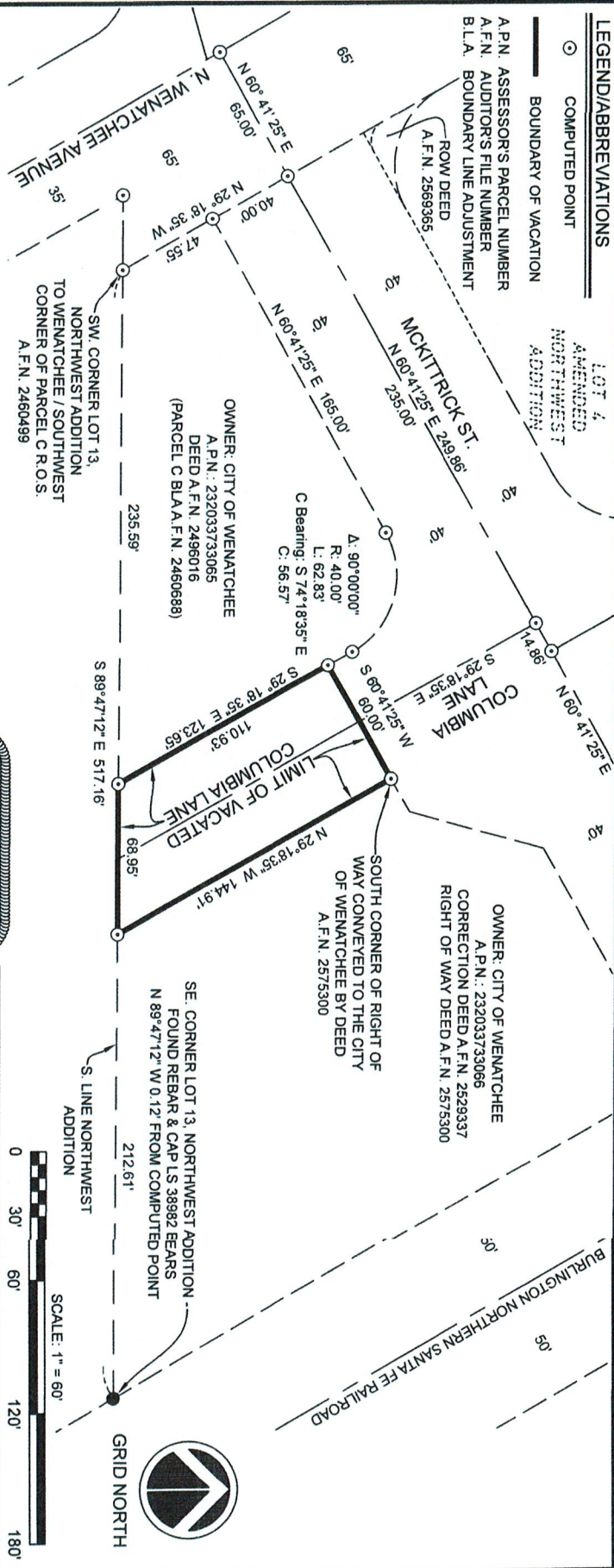
Exhibit 2





Exhibit 3

- LEGEND/ABBREVIATIONS**
- COMPUTED POINT
  - BOUNDARY OF VACATION
  - AMENDED NORTHWEST ADDITION
  - A.P.N. ASSESSOR'S PARCEL NUMBER
  - A.F.N. AUDITOR'S FILE NUMBER
  - B.L.A. BOUNDARY LINE ADJUSTMENT
  - ROW DEED A.F.N. 2569365



**EXHIBIT B - COLUMBIA LANE RIGHT OF WAY VACATION**  
 EXHIBIT MAP FOR:  
**CITY OF WENATCHEE**  
 PART OF LOT 13, NORTHWEST ADDITION TO WENATCHEE, AND  
 THE SE 1/4 OF THE NE 1/4 OF SEC. 33, T.23N., R.20E, W.M.,  
 CITY OF WENATCHEE, CHELAN COUNTY, WA



**48° North**

**PROFESSIONAL LAND SURVEYING & LAND USE CONSULTING**  
 P.O. Box 4266 WENATCHEE, WA, 98807-4266; Phone: (509) 436-1640  
 48dnorth.com

DRAWN BY: EBG  
 DATE: JANUARY 22, 2024  
 LAYOUT: 14X8.5 EXH  
 FILE NO: 23-006 COW COL LANE RW VAC.dwg  
 JOB NO: 23-006

**SHEET 1 OF 1**



## **RESOLUTION NO. 2024-04**

**A RESOLUTION,** setting hearing date relative to vacation of street as hereinafter described.

**WHEREAS,** the City Council of the City of Wenatchee desires to initiate by way of this resolution the vacation of the following described street situate in the City of Wenatchee, County of Chelan, State of Washington, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** as follows:

### **SECTION I**

That Thursday, the 14th day of March, 2024, at the hour of 5:15 o'clock p.m., or as soon thereafter as the matter may be heard, on said day, in the City Council Chambers at the City Hall in the City of Wenatchee, Chelan County, Washington, be and the same is hereby fixed as the time and place when said matter shall be heard and determined, and be it further resolved that the City Clerk give at least twenty (20) days notice of the pendency of said petition by a written notice posted in three of the most public places in said City and a like notice in a conspicuous place on said street to be vacated.

**PASSED BY THE CITY COUNCIL OF THE CITY OF**

**WENATCHEE**, at a regular hearing thereof, this \_\_\_\_ day of February, 2024.

CITY OF WENATCHEE, a Municipal  
Corporation

By: \_\_\_\_\_  
MIKE POIRIER, Mayor

ATTEST:

By: \_\_\_\_\_  
TAMMY STANGER, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
STEVE D. SMITH, City Attorney  
Emeritus

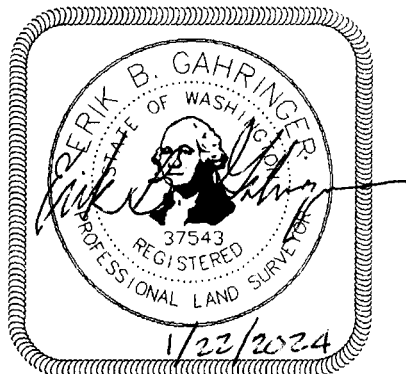
## EXHIBIT A

### Boundary Description of Columbia Lane/Public Right of Way to be Vacated

That portion of public right of way conveyed by Northwest Wholesale, Inc. to the City of Wenatchee by Statutory Warranty Deed recorded May 16, 2019, under Auditor's File Number 2496017, records of Chelan County, Washington, located within the southeast quarter of the southeast quarter of Section 33, Township 23 North, Range 20 East of the Willamette Meridian, said County, lying southeasterly of a line being more particularly described as follows:

Commencing at the southwest corner of Parcel C as set forth and defined by Record of Survey recorded June 6, 2017, under Auditor's File Number 2460499, records of said County; thence North  $29^{\circ}18'35''$  West 47.55 feet, more or less, along the northeasterly right of way line of North Wenatchee Avenue to a point of intersection with southeasterly right of way line described in said Statutory Warranty Deed; thence along said deeded right of way boundary North  $60^{\circ}41'25''$  East 165.00 feet to a point of curvature; thence easterly 62.83 feet along an arc of a circular curve to the right, said curve having a radius of 40.00 feet and a chord bearing South  $74^{\circ}18'35''$  East 56.57 feet to a point of tangency; thence South  $29^{\circ}18'35''$  East 123.65 feet, more or less, along the southwesterly boundary of said deeded right of way to the South line to the South line of said Parcel C; thence along said South line South  $89^{\circ}47'12''$  East 68.95 feet; thence leaving said South line North  $29^{\circ}18'35''$  West 144.91 feet, more or less, along the northeasterly boundary of said deeded right of way to the South corner of right of way conveyed to the City of Wenatchee by Quit Claim Deed recorded October 31, 2022, under Auditor's File Number 2575300, records of said County and the TRUE POINT OF BEGINNING for said line; thence South  $60^{\circ}41'25''$  West 60.00 feet to a point intersection with the southwesterly boundary of said deeded right of way and the TERMINUS for said line.

Prepared By: Erik B. Gahringer, PLS  
Date: January 22, 2024



48° North  
P.O. Box 4266, Wenatchee, WA 98807-4266  
Phone: (509) 436-1640

EXHIBIT "A"

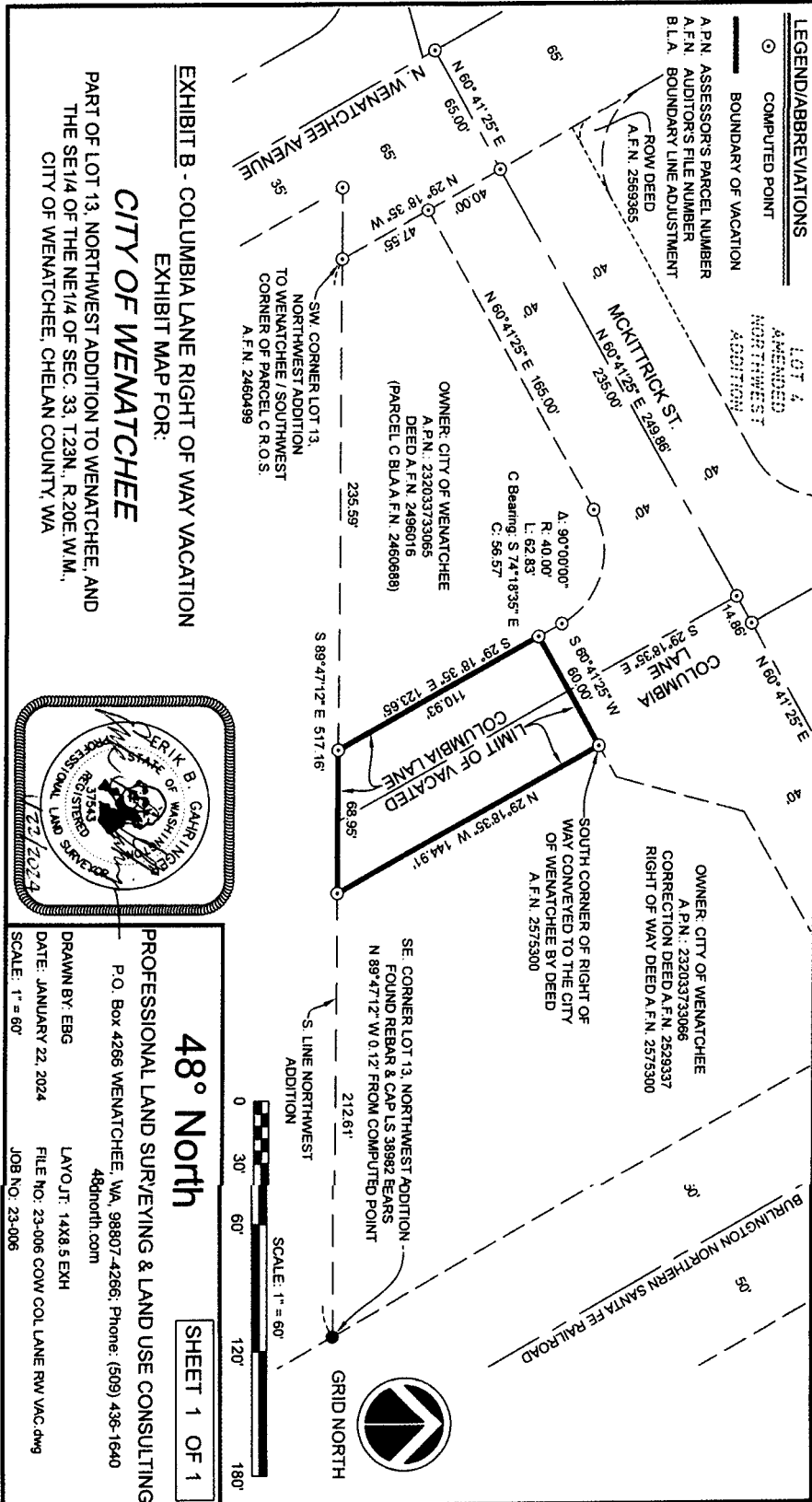


EXHIBIT B - COLUMBIA LANE RIGHT OF WAY VACATION  
EXHIBIT MAP FOR:  
**CITY OF WENATCHEE**  
PART OF LOT 13, NORTHWEST ADDITION TO WENATCHEE, AND  
THE SE 1/4 OF THE NE 1/4 OF SEC. 33, T.23N., R.20E, W.M.,  
CITY OF WENATCHEE, CHELAN COUNTY, WA



## CITY COUNCIL AGENDA REPORT

**TO:** Mike Poirier, Mayor  
City Council

**FROM:** Laura Gloria, City Administrator  
Mayor's Office

**MEETING DATE:** February 8, 2024

---

### **I. SUBJECT**

Documents related to the Wenatchee Convention Center Expansion and Renovation Project and the Numerica Performing Arts Center

### **II. ACTION REQUESTED**

Motion for the City Council to approve the Construction Staging Area License Agreement, Demolition and Restoration Agreement, Third Amendment to Ground Lease with the Numerica Performing Arts Center and authorize the City Administrator's signature.

### **III. OVERVIEW**

The City of Wenatchee and the Numerica Performing Arts Center (PAC) entered into a Ground Lease in 1960. The PAC is situated on City property and the PAC building was constructed as an addition to the Wenatchee Convention Center (WCC). While the PAC is independently owned and operated, the facility is dependent on the WCC for facilities such as restrooms and access from Columbia Street. Currently, the City is considering an expansion to the WCC (WCC Project) that will add more programmable convention and event space along Wenatchee Avenue. The WCC Project will require the demolition of the PAC's existing south facing glass wall and the use of PAC space for constructing staging for the duration of the project which is anticipated to last fifteen months. The proposed agreements between the City and the PAC outline the various actions and arrangements that are necessary to move forward with the WCC Project and address the impacts to the PAC. All three proposed agreements are subject to the City Council approval of the bid and construction contract for the WCC Project and address specific phases and needs as follows:

1. **Demolition and Restoration Agreement:** This agreement outlines the demolition and restoration of the PAC's facility, duration of the WCC Project, terms of coordination during the project and a fee for the impact to the PAC's business operations and facility. The fee is set at \$10,000 per month beginning May 1, 2024 and monthly up to a maximum of \$150,000.
2. **Construction Staging Area License Agreement:** This agreement outlines the staging area that is needed for the WCC Project within the PAC facility, the term, the allowed uses and other points of coordination.
3. **Third Amendment to the Ground Lease between the City of Wenatchee and the Numerica Performing Arts Center:** This agreement outlines the revised PAC footprint through an

amendment to the original 1998 Ground Lease. The new footprint is effective once the project is substantially complete.

**IV. FISCAL IMPACT**

The Demolition and Restoration Agreement provides for up to \$150,000 in fifteen equal payments to the PAC for impacts. The funds are included in the WCC Project budget which is supported by Lodging Tax Funds through Limited Tax General Obligation Bonds.

**V. PROPOSED PROJECT SCHEDULE**

1. Early February 2024 – Project out to bid
2. Early March 2024 – Bids due
3. Before April 30<sup>th</sup>, 2024 – City Council consideration of bid award
4. Before April 30<sup>th</sup>, 2024– City Council consideration of contractor award
5. Early May 2024 – Construction Start Date
6. August 30, 2025 – Construction End Date (15 months from commencement of project)

**VI. REFERENCE(S)**

1. Construction Staging Area License Agreement
2. Demolition and Restoration Agreement
3. Third Amendment to the Ground Lease between the City of Wenatchee and the Numerica Performing Arts Center

**VII. ADMINISTRATIVE ROUTING**

Tammy McCord, City Clerk  
Rob Jammerman, Director of Public Works  
Elisa Schafer, Facilities Manager  
Brad Posenjak, Finance Director

## **CONSTRUCTION STAGING AREA LICENSE AGREEMENT**

This Construction Staging Area License Agreement is made by and between the CITY OF WENATCHEE, a municipal corporation (“City”), and NUMERICA PERFORMING ARTS CENTER, formerly known as SUPPORTERS OF THE CENTER, INC., a non-profit corporation organized under the laws of the State of Washington (“PAC”). The City and PAC are collectively referred to as the “Parties” or individually as the “Party.”

### **RECITALS**

- A. The City and PAC have entered into a Ground Lease that is dated May 26, 1998, which has periodically been amended (collectively “Lease”).
- B. PAC has constructed the Numerica Performing Arts Center on the leased premises (“PAC building”). The PAC building is commonly located at 123 N. Wenatchee Ave., Wenatchee, Washington. The PAC building is depicted on Exhibit A, which is attached hereto and incorporated herein by this reference.
- C. The City owns the Wenatchee Convention Center (“WCC”). The WCC is commonly located at 121 N. Wenatchee Ave., Wenatchee, Washington.
- D. The buildings for the PAC and the WCC abut each other in certain locations and adjoin each other in other locations.
- E. The City is in the process of remodeling the WCC (“Remodel Project”), pending City Council approval, and it is anticipated that it will be necessary to use a portion of the PAC building as a construction staging area for the City’s contractors as part of the remodeling process for the WCC.
- F. PAC will remain open and will continue its regular business operations, including without limitation theater performances for the public and its patrons in the PAC building and leased areas during the demolition and construction by the City of the PAC building and WCC. PAC is willing to authorize and provide a temporary license to the City to utilize certain portions of the PAC building as a construction staging area under the terms and conditions as stated in this Agreement.

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

## **AGREEMENT**

### 1. LICENSE.

PAC hereby grants to the City, its employees, contractors, and subcontractors (collectively “City and Agents”) responsible for the construction, demolition, alteration or restoration of any related activity as described herein, the nonexclusive license, privilege and permission (“License”) to access and use during the term set forth in this Agreement, that portion of the PAC building shaded in red with cross-hatching on the drawing attached hereto as Exhibit B and incorporated herein by this reference (“Construction Staging Area”). Such Construction Staging Area shall be demarcated from the remainder of the PAC building that will continue to remain open for PAC’s regular business operations, by a substantial fully insulated temporary wall to protect the PAC building from the weather and elements (“Temporary Wall”). The initial location of the Temporary Wall is as depicted by a blue line on the drawing attached hereto as Exhibit B. The License shall begin on the effective date of this Agreement as stated in Section 3.

### 2. ALTERATIONS and RESTORATION.

As part of the remodeling of the WCC, it is necessary to demolish and alter certain aspects of the PAC building to complete the remodel. For example, the Construction Staging Area will ultimately be demolished, and altered or restored by the City at the City’s sole expense. As long as reasonably feasible and does not impact the cost of the Remodel Project, the City shall cause its contractor to reduce the footprint of the Construction Staging Area and impact on the PAC building and leased areas from time to time as the demolition and construction progresses, including without limitation relocation of the Temporary Wall. The demolition, alteration and restoration of the PAC building will be controlled by the Demolition and Restoration Agreement between the Parties.

### 3. EFFECTIVE DATE and TERM.

The date upon which the last of both of the Parties have executed a counterpart of this Agreement shall be the “date of mutual execution” hereof, and shall be construed as the “effective date” of the Agreement. The parties hereby agree that the demolition on the PAC building and erecting the Temporary Wall shall not begin until after May 13, 2024, unless another date is mutually agreed to in writing by the parties. The parties acknowledge that the City may conduct construction work (not PAC building demolition) prior to May 13, 2024. The Agreement shall remain in effect and full force until August 31, 2025. Notwithstanding the foregoing, the City may agree to extend this Agreement for an additional two month period (until October 31, 2025) upon written notice to PAC that must be served upon the PAC no later than August 1, 2025. If the City terminates the Demolition and Restoration



Agreement, then PAC may immediately terminate this Construction Staging Area License Agreement by providing written notice thereof to the City.

4. FEE.

No monetary consideration shall be paid by the City to PAC for the License. In the event the State of Washington, Department of Revenue, determines there is a rental value for the License for the purposes of leasehold excise tax, the City agrees to pay the leasehold tax and hold PAC harmless therefrom.

5. USE.

The rights of the City hereunder shall be to temporarily use the Construction Staging Area for necessary construction related purposes, including but not related to the storage and operation of construction equipment, the storage of construction equipment and materials, and for the ingress and egress to the construction site. The City shall not permit any waste or damage to be done to the Construction Staging Area except as provided by the Demolition and Restoration Agreement. The City shall maintain the Construction Staging Area free of any litter, construction debris or any other waste and not allow any such litter or debris to be placed outside of the Construction Staging Area. The City shall take reasonable care to minimize disturbances to PAC, whether from noise, dust, odors, or other emissions. The Parties acknowledge and agree that during the WCC remodel, the PAC will remain open and will continue its regular business operations, including without limitation theater performances for the public and its patrons in the PAC building.

To accommodate PAC's reduced lower lobby (level 1) and upper lobby (level 2) space due to the Construction Staging Area, the City will facilitate PAC's overflow use into WCC floorspace located north of the PAC building doors into WCC on levels 1 and 2, for PAC concessions or other event related business during performances at the PAC building; provided that such PAC overflow use into WCC floorspace does not unreasonably conflict with WCC business, as determined by the City in its sole discretion, in the same locations.

6. INDEMINIFCATION.

The City shall indemnify, defend, protect, and hold harmless PAC, and its officers, agents, and employees from and against any and all liens and encumbrances of any nature whatsoever which may arise in the exercise of the City's rights hereunder, and from all claims, causes of action, liabilities, costs and expenses (including all reasonable attorney's and costs), losses or damages arising from the City's use of the Construction Staging Area, any breach of this License, or any act or failure to act of the City or its agents, employees, construction workers, or invitees, except those arising out of the sole negligence or willful misconduct of PAC, its officers, agents and employees.

7. HAZARDOUS MATERIALS.

The City and Agents shall not use, generate, manufacture, store, or transport or dispose of, on or over the Construction Staging Area, any flammable liquids, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or any other “hazardous materials” as that term may be defined under federal or state laws. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the staging area as a result of the City’s use and occupancy thereof the City shall provide notice as required by law and the City, at its sole cost and expense, shall undertake all appropriate remediation on all the property affected, whether owned by PAC or any third party, to the satisfaction of the PAC and any governmental body have jurisdiction thereof. The City must also notify PAC as required by law of any release of hazardous materials that have come or will come to be located on or beneath the Construction Staging Area.

8. FENCING AND SIGNAGE.

City and Agents may erect fencing and post signage for the construction site including the Construction Staging Area, or any portion thereof, indicating that the use of the area is restricted to the City and Agents. PAC retains a general right of inspection of all portions of the construction site for the PAC building and the Construction Staging Area; provided that PAC notifies the City’s Facilities Manager of the inspection at least one business day in advance of the inspection; and provided further that PAC complies with all safety requirements during the inspection, including but not limited to any requirements of a federal, state or local agency, and any safety requirements mandated by the City’s Agents.

9. RULES AND REGULATIONS.

The City agrees to comply with all federal, state, and local laws, rules, and regulations covered by this Agreement or accruing out of the performance of such operations by the City and Agents.

10. DISPUTE RESOLUTION.

In the event a dispute shall arise between the Parties to this Agreement, the Parties agree to participate in mediation in accordance with the mediation procedures of Ch. 7.07 RCW. The Parties agree to share equally in the costs of the mediator. If the Parties cannot agree on the mediator, then either Party may petition the Superior Court for Chelan County, Washington to appoint a mediator. If mediation is unsuccessful in resolving the dispute, either Party may file an action in the Superior Court for Chelan County, Washington.

11. ATTORNEY’S FEES.

Except as specifically provided with respect to the Indemnification set forth in this Section 6 of this Agreement, in the event it is necessary for either Party to utilize the services of an attorney for litigation arising out of the existence of this Agreement or to enforce any of the

terms of this Agreement, each Party shall pay its own attorney's fees and costs regardless of the outcome of the dispute.

12. DESIGNATION OF PARTY REPRESENTATIVES.

The City designates Elisa Schafer, Facilities Manager, Public Works Department, as its authorized representative to receive communication on the City's behalf with respect to this Agreement. PAC designates J. Woody Lotts, Executive Director, as its duly authorized representative to act on PAC's behalf with respect to this Agreement. The Parties may designate a different representative so long as the Party notifies the other in writing.

13. NO THIRD PARTY BENEFICIARIES.

No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Person other than the parties and their respective successors and assigns.

14. NOTICES.

All notices required to be given by either Party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given three business days after the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

To CITY:

City of Wenatchee  
Attn: City Administrator  
301 Yakima St.  
P.O. Box 519  
Wenatchee, WA 98807-0519

With a copy to:

City of Wenatchee  
Attn: Facilities Manager  
301 Yakima St.  
P.O. Box 519  
Wenatchee, WA 98807-0519

To PAC:

Numerica Performing Arts Center  
Attn: Executive Director  
123 N. Wenatchee Ave.  
Wenatchee, WA 98801

With a copy to:

Numerica Performing Arts Center  
Attn: Board President  
123 N. Wenatchee Ave.  
Wenatchee, WA 98801

15. GOVERNING LAW and INTERPRETATION.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. No provision of this Agreement or any related document will be construed against or interpreted to the disadvantage of any Party hereto by any court or other governmental or judicial authority by reason of such Party having or being deemed to have structured or drafted such provision.

16. NONDISCRIMINATION.

The Parties agree not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, gender, sexual orientation, age or handicap, except for a bona fide occupational qualification.

17. ASSIGNMENT.

Neither Party may not assign or subcontract any portion of terms and conditions of this Agreement without the express written consent of the other Party. If either Party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and are binding upon their respective successors in interest, heirs and assigns.

18. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

19. AMENDMENTS.

This Agreement may be modified, amended, or added to, only by written instrument properly signed by both Parties hereto. The City Administrator has the authority, after consultation with the City Attorney and Facilities Manager of the Public Works Department, to negotiate and sign an amendment to the Agreement on behalf of the City.

20. SEVERABILITY.

If any provisions herein are found or made void or unenforceable by any court of law, such provisions shall be separate and severable and shall not render the remainder of the agreement unenforceable.

21. ENTIRE AGREEMENT.

The recitals are incorporated into this Agreement by this reference. Even though the Demolition and Restoration Agreement and the Lease are referenced by this Agreement, the terms and conditions of the Demolition and Restoration Agreement and the Lease shall not merge with this Agreement. This Agreement represents the entire integrated agreement between the City and PAC relating to the subject matter herein, superseding all prior negotiations, representations or agreements, written or oral.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the following dates:

CITY OF WENATCHEE:

NUMERICA PERFORMING ARTS  
CENTER:

By: \_\_\_\_\_  
Laura Gloria, City Administrator

By: \_\_\_\_\_  
(Sign Name)

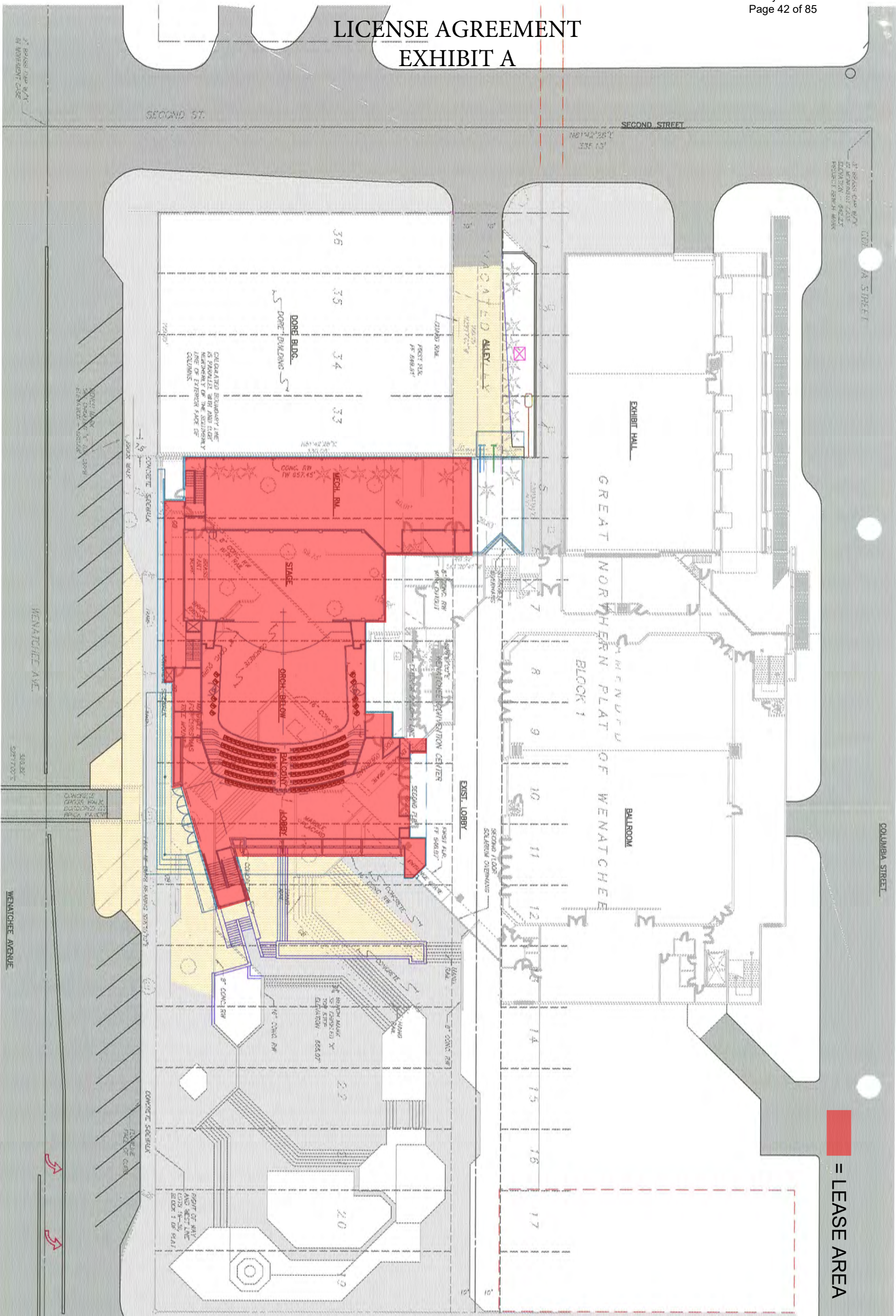
Date: \_\_\_\_\_


\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_



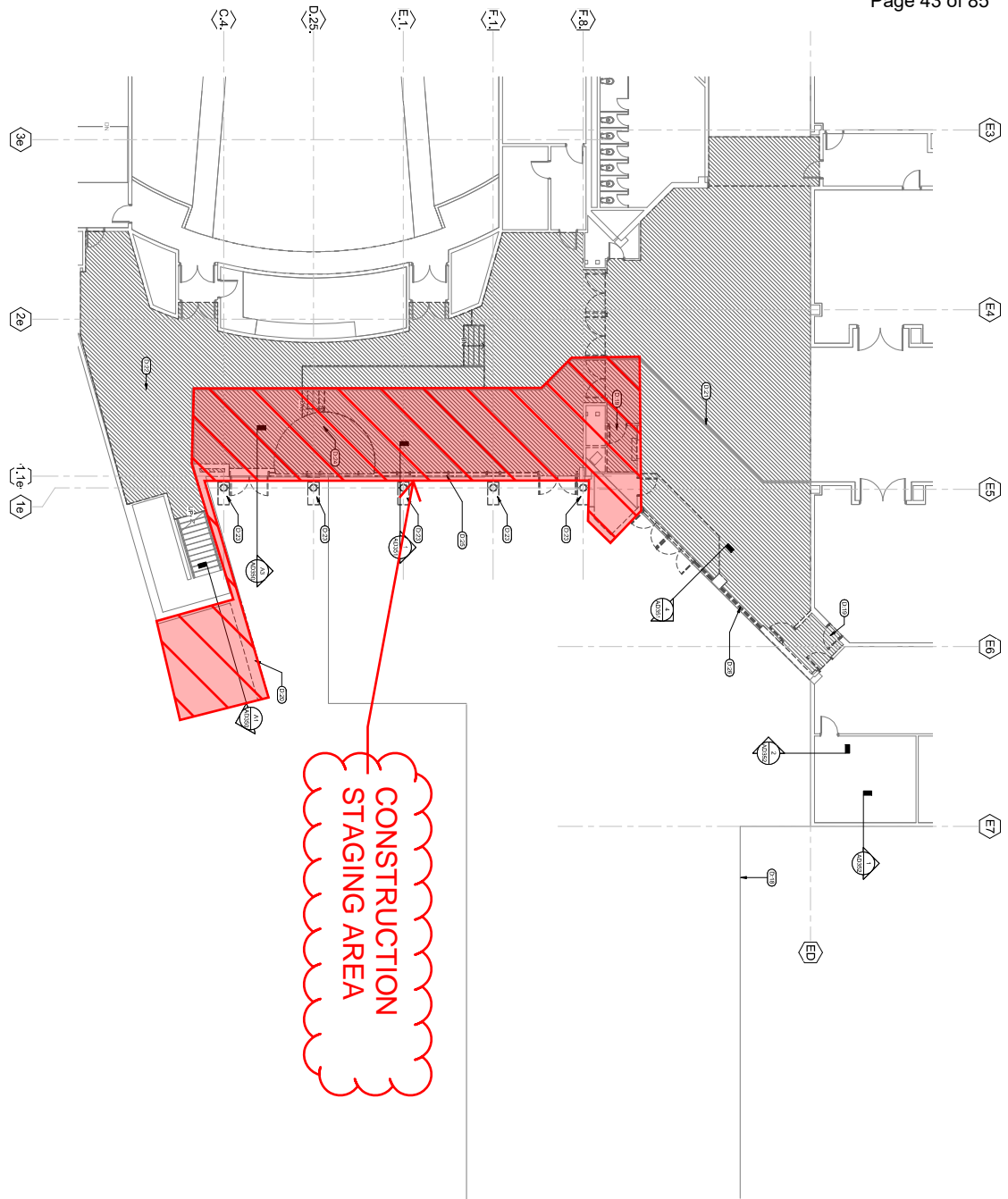
# LICENSE AGREEMENT EXHIBIT A



 = LEASE AREA



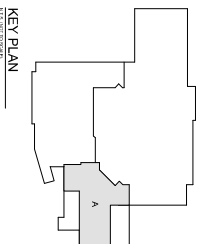
# LICENSE AGREEMENT - EXHIBIT B



**A1** LEVEL 1 DEMO FLOOR PLAN - AREA A  
SCALE: 1/8" = 1'-0"

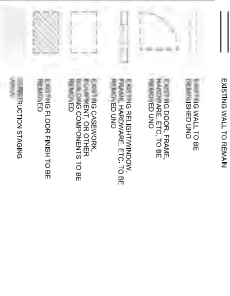


CONSTRUCTION  
STAGING AREA



- GENERAL NOTES**
1. MAINTAIN THE INTEGRITY OF ALL BUILDING SYSTEMS & UTILITIES, INCLUDING ANY DEMOLITION.
  2. ALL NEW WORK SHALL BE INSTALLED TO MATCH THE EXISTING. SEE ALL PROJECT DRAWINGS TO BECOME FAMILIAR WITH THE SCOPE OF WORK.
  3. SUBCONTRACTOR SHALL OBTAIN CONSTRUCTION PERMITS & POST BAIL.
  4. CONSTRUCTION SHALL PROTECT & MAINTAIN EXISTING UTILITIES & SERVICES AT ALL TIMES. ALL UTILITIES SHALL BE PROTECTED & MAINTAINED THROUGHOUT THE PROJECT. ALL UTILITIES SHALL BE PROTECTED & MAINTAINED THROUGHOUT THE PROJECT.
  5. CONSTRUCTION SHALL PROTECT & MAINTAIN EXISTING UTILITIES & SERVICES AT ALL TIMES. ALL UTILITIES SHALL BE PROTECTED & MAINTAINED THROUGHOUT THE PROJECT.
  6. THE USE OF MATERIALS SHALL BE APPROVED BY THE OWNER. ALL MATERIALS SHALL BE APPROVED BY THE OWNER.
  7. THE USE OF MATERIALS SHALL BE APPROVED BY THE OWNER. ALL MATERIALS SHALL BE APPROVED BY THE OWNER.
  8. CONSTRUCTION SHALL PROTECT & MAINTAIN EXISTING UTILITIES & SERVICES AT ALL TIMES. ALL UTILITIES SHALL BE PROTECTED & MAINTAINED THROUGHOUT THE PROJECT.

**PLAN - DEMOLITION LEGEND**



**DEMO NOTES**

NO.	DESCRIPTION
1	DEMOLITION OF EXISTING WALLS TO REMAIN
2	DEMOLITION OF EXISTING WALLS TO REMAIN
3	DEMOLITION OF EXISTING WALLS TO REMAIN
4	DEMOLITION OF EXISTING WALLS TO REMAIN
5	DEMOLITION OF EXISTING WALLS TO REMAIN
6	DEMOLITION OF EXISTING WALLS TO REMAIN
7	DEMOLITION OF EXISTING WALLS TO REMAIN
8	DEMOLITION OF EXISTING WALLS TO REMAIN
9	DEMOLITION OF EXISTING WALLS TO REMAIN
10	DEMOLITION OF EXISTING WALLS TO REMAIN



**DESIGN DEVELOPMENT**

NO.	DATE	DESCRIPTION
1	2024-04-08	DESIGN DEVELOPMENT
2	2024-04-08	DESIGN DEVELOPMENT
3	2024-04-08	DESIGN DEVELOPMENT
4	2024-04-08	DESIGN DEVELOPMENT
5	2024-04-08	DESIGN DEVELOPMENT
6	2024-04-08	DESIGN DEVELOPMENT
7	2024-04-08	DESIGN DEVELOPMENT
8	2024-04-08	DESIGN DEVELOPMENT
9	2024-04-08	DESIGN DEVELOPMENT
10	2024-04-08	DESIGN DEVELOPMENT

LEVEL 1 - DEMO FLOOR PLAN - AREA A

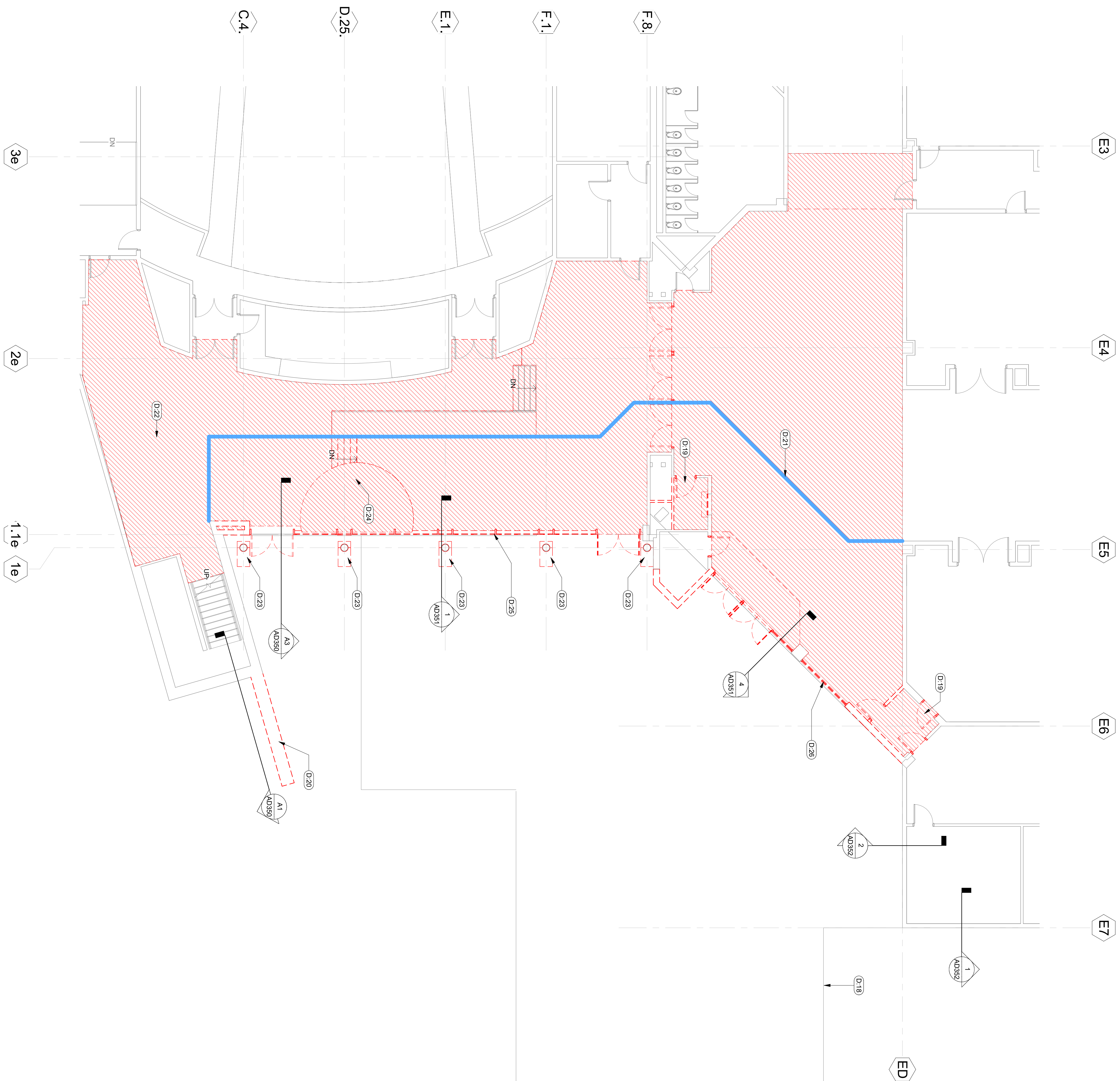
AD111



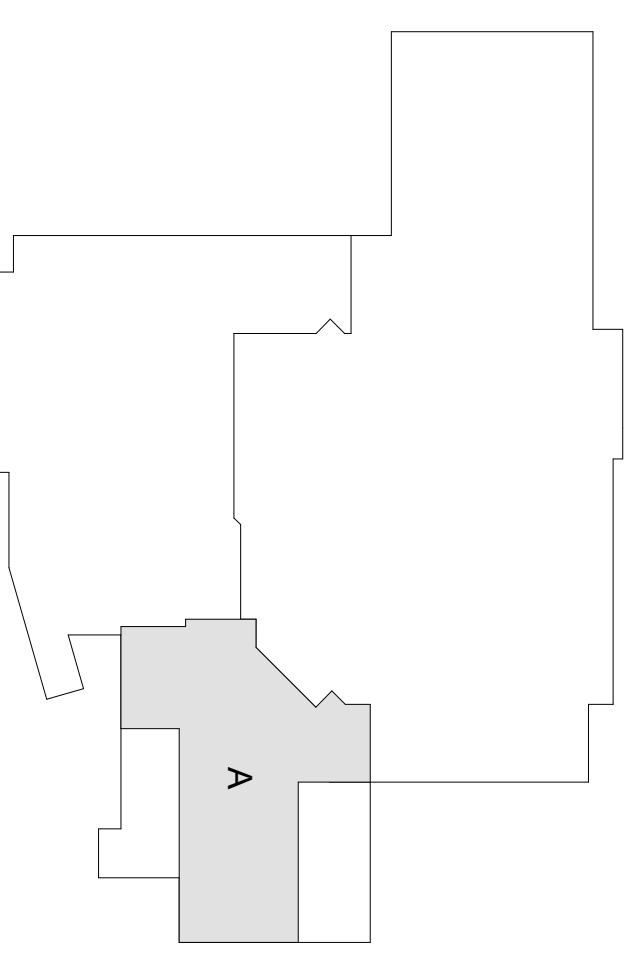
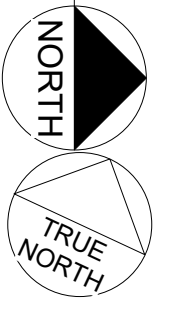




5/8/2023 9:14:18 AM



**A1** LEVEL 1 DEMO FLOOR PLAN - AREA A  
SCALE: 1/8" = 1'-0"

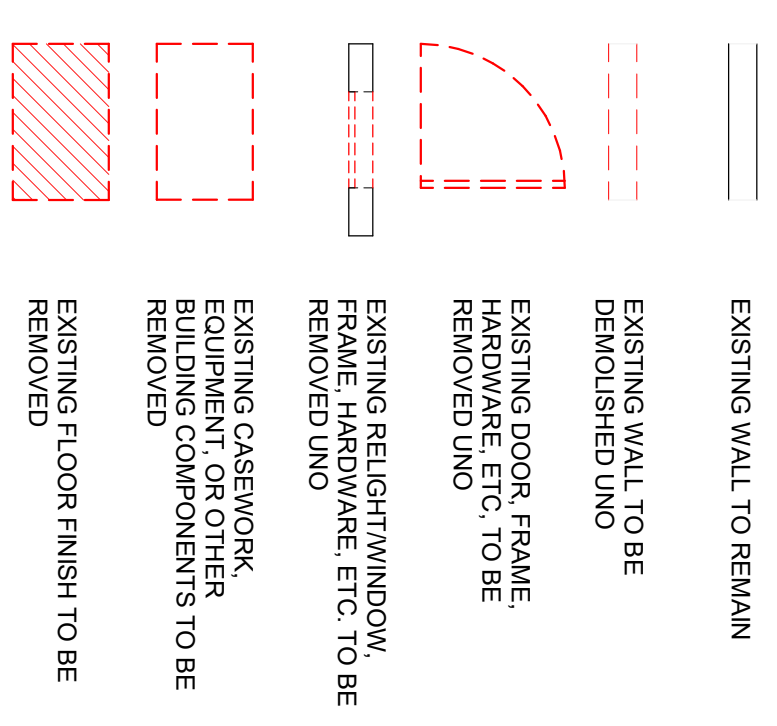


KEY PLAN  
N IS NORTH TO BACK

**GENERAL NOTES**

1. MAINTAIN THE INTEGRITY OF ALL BUILDING SYSTEMS & RATINGS. REPAIR ANY DAMAGE DONE TO SURROUNDING AREAS / CONSTRUCTION DURING DEMOLITION.
2. ALL EXISTING CONDITIONS ARE NOT INDICATED ON THE DRAWINGS. SUB-PROJECT DRAWINGS TO BECOME FAMILIAR WITH THE SCOPE OF WORK.
3. SUBCONTRACTORS SHALL O.F.A.M CONSTRUCTION DEBRIS & DUST DAILY BEYOND CONSTRUCTION LIMITS.
4. CONTRACTORS SHALL PATCH & REPAIR ANY DAMAGE OR PENETRATIONS AT ALL ELEMENTS TO REMAIN, INCLUDING BUT NOT LIMITED TO: WALLS, CEILINGS, FLOORS, ETC. CAUSED BY DEMOLITION ACTIVITIES OR REMOVAL OF REPAIRABLE TO ORIGINAL STATE. EXISTING FINISH MATERIALS INCLUDING CEILINGS, TRIM, ETC. SHALL BE PROTECTED & RETAINED UNLESS OTHERWISE NOTED.
5. COORDINATE DEMOLITION SCHEDULE & TIMES WITH THE OWNER.
6. WHERE DEMOLITION OR CONSTRUCTION WORK OCCURS ADJACENT TO OCCUPIED SPACE, ERECT APPROPRIATE BARRIERS (NOISE BUST COOR, ETC.) THIS INCLUDES MAINTAINING ACCEPTABLE TEMPERATURE, HUMIDITY & VENTILATION IN THE OCCUPIED AREAS.
7. THE U.S. ENVIRONMENTAL PROTECTION AGENCY MUST BE NOTIFIED (U) WORKING DAYS IN ADVANCE FOR ALL REMOVALS THAT DISTURB 500 LB. - 100 SF. OF AIRBORNE SOIL-BINDING ASSOCIATES.
8. COORDINATE WITH THE OWNER WHAT, IF ANY ITEMS ARE TO BE RETURNED FOR THE OWNER'S USE.

**PLAN - DEMOLITION LEGEND**



**DEMO NOTES**

NUMBER	DESCRIPTION
D-18	APPROXIMATE OUTLINE OF BUILDING ADDITION
D-19	REPLACE DOOR FINISH, SEE INT ELEV.
D-20	REMOVE BRICK VENEER
D-21	REMOVE CONSTRUCTION WALL, PARTITION TYPE XX
D-22	REMOVE BRICK COLUMN BASE
D-23	REMOVE ELEVATED PLANO STAGE
D-24	REMOVE ALUMINUM FRAMED CURTAIN WALL
D-25	REMOVE ALUMINUM FRAMED STAIRFRONT



Web: [www.alsc.com](http://www.alsc.com)  
2001 N. Washington, Ste. 400  
Wenatchee, WA 98801  
509.838.8800  
alsc@architects.com



**WENATCHEE CONVENTION CENTER**

**DESIGN DEVELOPMENT**

REV	DATE	DESCRIPTION

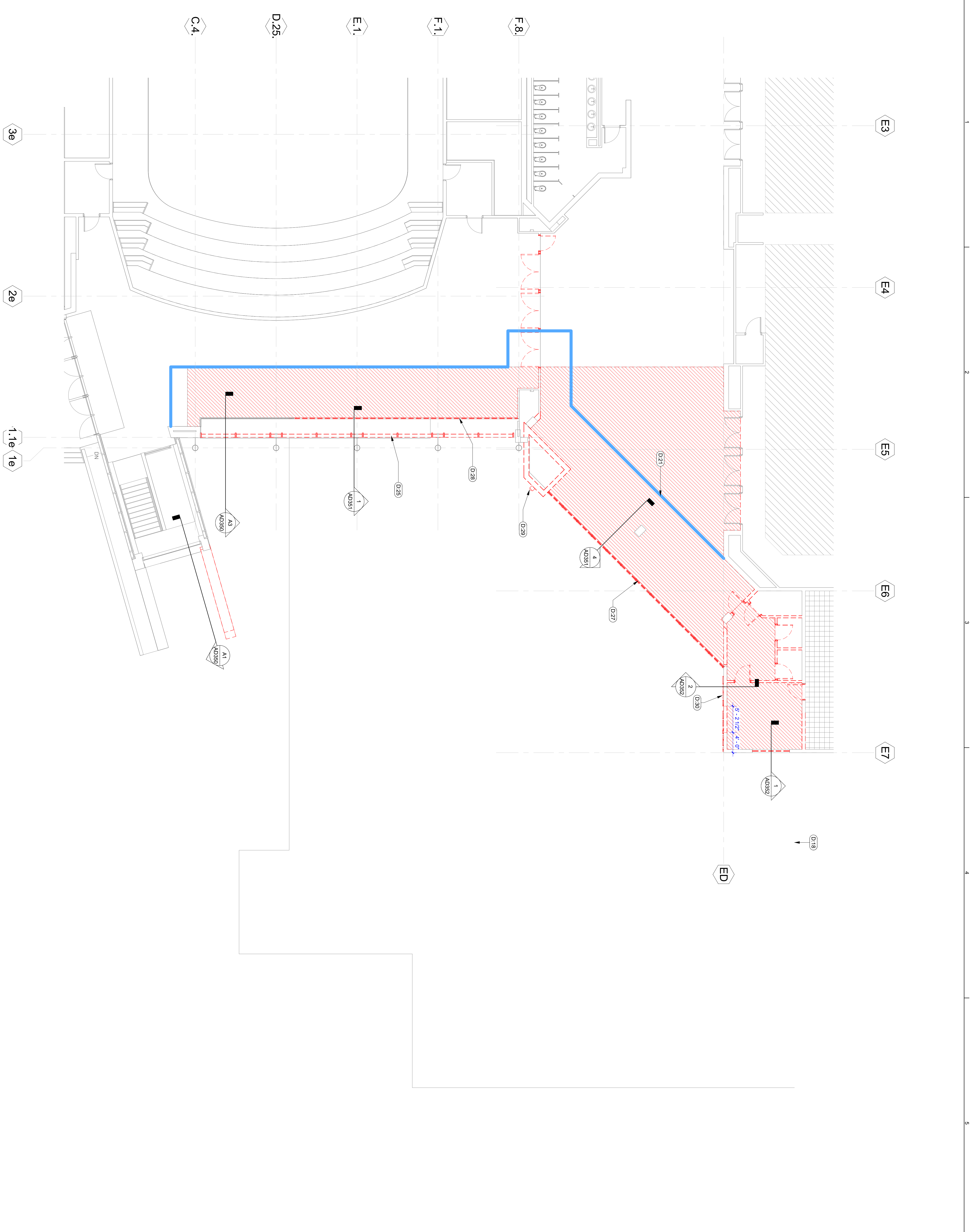
PROJ. NO. 2022-009  
DRAWN: Author  
PROJ. MGR: JS  
DATE:

**LEVEL 1 - DEMO FLOORPLAN - AREA A**

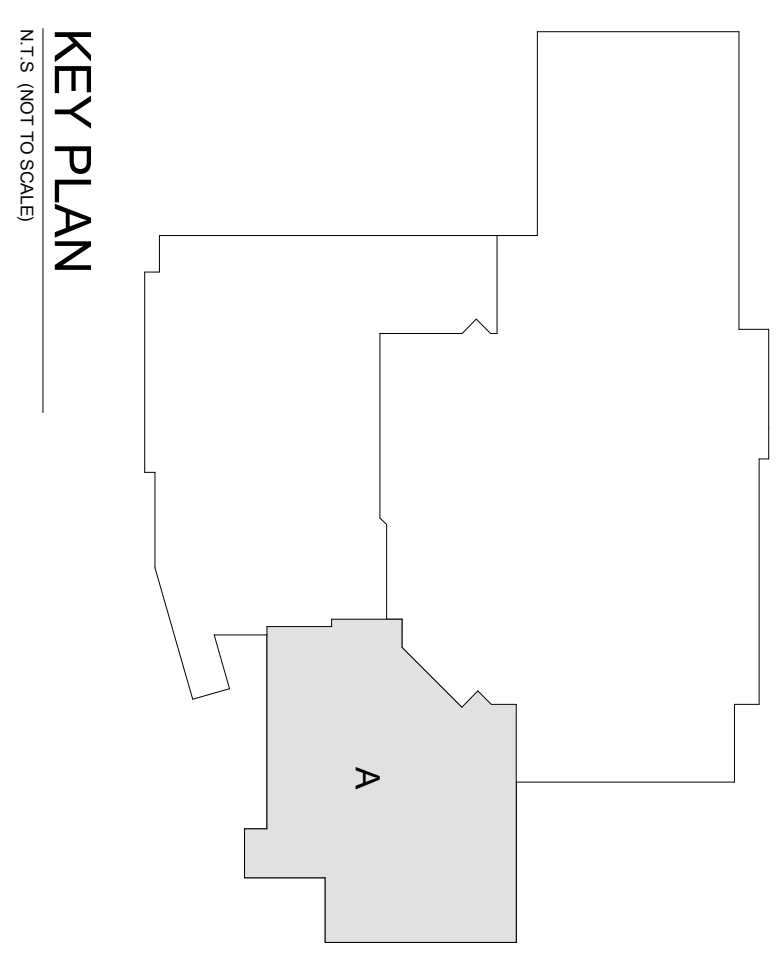
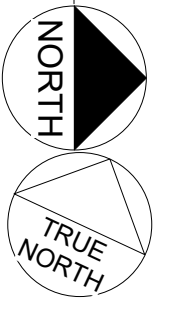
**AD111**



5/8/2023 9:14:24 AM



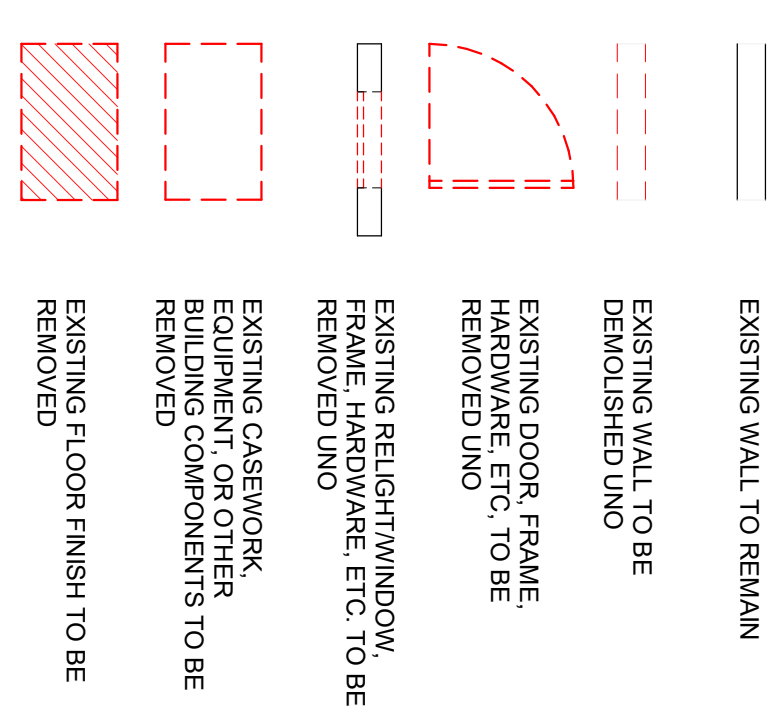
**A1** LEVEL 2 DEMO FLOOR PLAN - AREA A  
SCALE: 1/8" = 1'-0"



**GENERAL NOTES**

1. CONTRACTOR RESPONSIBILITIES: THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION AND ALL JOB RELATED SAFETY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, STRENGTH AND STABILITY OF THE STRUCTURE DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE TEMPORARY SHORING, BRACING AND OTHER SUPPORTS TO MAINTAIN THE STRENGTH AND STABILITY OF THE STRUCTURE DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY FOR EXECUTING IT PROPERLY. CONTRACTOR SHALL AT THEIR DISCRETION FURNISH A DESIGN OF TEMPORARY BRACING AND SHORING.
2. MAINTAIN THE INTEGRITY OF ALL BUILDING SYSTEMS & FINISHES REPAIR ANY DAMAGE DONE TO SURROUNDING AREAS / CONSTRUCTION DURING DEMOLITION.
3. ALL EXISTING CONDITIONS ARE NOT INDICATED ON THE DRAWINGS. SUB-CONTRACTORS SHALL CAREFULLY EXAMINE THE EXISTING INSTALLATIONS & ALL PROPOSED CHANGES TO BE MADE. MAINTAIN WITH THE SCOPE OF WORK.
4. SUBCONTRACTORS SHALL CLEAN CONSTRUCTION DEBRIS & DUST DAILY.
5. REMOVE CONSTRUCTION WASTE.
6. COORDINATE LOCATIONS OF SLAB REMOVAL WITH NEW CONSTRUCTION PLANS POSSIBLE.
7. COORDINATE EXTENT & LOCATION OF FLOOR/WALL/CEILING/ROOF REMOVAL WITH NEW CONSTRUCTION PLANS.
8. CONTRACTORS SHALL PATCH & REPAIR ANY DAMAGE OR PENETRATIONS AT ALL ELEMENTS TO REMAIN (INCLUDING BUT NOT LIMITED TO: WALLS, CEILING, FLOORS, ETC.) CAUSED BY DEMOLITION ACTIVITIES. SKR REMOVAL OF ITEMS NOT REPAIRABLE TO ORIGINAL STATE. EXISTING FINISH MATERIALS INCLUDING WOOD, METAL, ETC. SHALL BE PROTECTED & RETAINED UNLESS OTHERWISE NOTED.
9. REFER TO ALL OTHER DISCIPLINES TO COORDINATE ADDITIONAL DEMOLITION.
10. COORDINATE DEMOLITION SCHEDULE & TIMES WITH THE OWNER.
11. WHERE EXISTING WALLS ARE REMOVED PATCH SLAB & GRAND TOP OF STEM WALL TO MATCH FLOOR ON EITHER SIDE.
12. WHERE DEMOLITION OR CONSTRUCTION WORK OCCURS

**PLAN - DEMOLITION LEGEND**



**DEMO NOTES**

NUMBER	DESCRIPTION
D.18	APPROXIMATE OUTLINE OF BUILDING ADDITION
D.21	TEMPORARY CONSTRUCTION WALL, PARTITION TYPE XX
D.25	REMOVE ALUMINUM FRAMED CURTAIN WALL
D.26	REMOVE ALUMINUM FRAMED STAIRWELL AND SKYLIGHT
D.29	DISCONNECT AND REMOVE SECURITY CAMERAS SALVAGE TO OWNER
D.30	REMOVE BUILDING SIGNAGE SALVAGE TO OWNER



Web: [www.alscarchitects.com](http://www.alscarchitects.com)  
2031 N. Washington, Ste. 200  
Wenatchee, WA 98801  
509.662.8400  
alscarchitects.com



**WENATCHEE CONVENTION CENTER**

**DESIGN DEVELOPMENT**

REV	DATE	DESCRIPTION

PROJ. NO. 2022-009  
DRAWN: Author  
PROJ. MGR: JS  
DATE: 2/28/2024

LEVEL 2 - DEMO FLOOR PLAN - AREA A

**AD121**

© ALS ARCHITECTS, P.S.

## **DEMOLITION AND RESTORATION AGREEMENT**

This Demolition and Restoration Agreement is made by and between the CITY OF WENATCHEE, a municipal corporation (“City”), and NUMERICA PERFORMING ARTS CENTER, formerly known as SUPPORTERS OF THE CENTER, INC., a non-profit corporation organized under the laws of the State of Washington (“PAC”). The City and PAC are collectively referred to as the “Parties” or individually as the “Party.”

### **RECITALS**

- A. The City and PAC have entered into a Ground Lease that is dated May 26, 1998, which has periodically been amended (collectively “Lease”).
- B. PAC has constructed the Numerica Performing Arts Center on the leased premises (“PAC building”). The PAC building is commonly located at 123 N. Wenatchee Ave., Wenatchee, Washington.
- C. The City owns the Wenatchee Convention Center (“WCC”). The WCC is commonly located at 121 N. Wenatchee Ave., Wenatchee, Washington.
- D. The buildings for the PAC and the WCC abut each other in certain locations and adjoin each other in other locations.
- E. The City is in the process of remodeling the WCC, pending City Council approval, and it is anticipated that it will be necessary to demolish and alter certain aspects of the PAC building to complete the remodel.
- F. In exchange for authorization to demolish parts of the PAC building, the City will agree to alter and/or restore those portions of the PAC building that are affected.
- G. PAC will remain open and will continue its regular business operations, including without limitation theater performances for the public and its patrons in the PAC building, during the demolition and construction by the City of the PAC building and WCC. The City shall coordinate all scheduling of demolition and construction to minimize any interruption to PAC’s operations. PAC is willing to authorize the City to demolish, and to alter and/or restore certain portions of the PAC building under the terms and conditions as stated in this Agreement.
- H. The demolition, alteration and restoration of those portions of the PAC building as described in this Agreement are hereafter collectively referred to as the “Project.”

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

## AGREEMENT

### 1. DEMOLITION.

PAC hereby grants to the City the authorization and permission to demolish those portions of the PAC building as described on the Design Development documents that are attached hereto as Exhibit A, and incorporated herein by this reference. All costs of demolition shall be the responsibility of the City at its sole expense.

### 2. ALTERATIONS and RESTORATION.

The City shall alter and/or restore the demolished portions of PAC building as approved by PAC and in accordance with this Agreement. All costs of the alteration and restoration shall be the responsibility of the City at its sole expense, except for upgrades requested by the PAC as provided for in Section 4.7.

### 3. CITY'S OBLIGATIONS.

City shall have the following obligations as part of the Project:

3.1 The City shall coordinate with PAC as to the schedule, including dates and times, of the demolition and to notify PAC immediately of any delays in the schedule.

3.1.1 The parties hereby agree that the demolition shall not begin until after May 13, 2024. The parties acknowledge that the City may conduct site preparation work (not demolition of PAC building) prior to May 13, 2024.

3.1.2 The parties hereby agree that there shall be no loud demolition or other loud construction work on the PAC building during the following dates and times (all times shall be Pacific Time):

May 30, 2024 between 10:30am-midnight;

May 31, 2024 between 10:30am-midnight;

June 1, 2024 between 10:00am-4:00pm;

November 7, 2024 between 10:30am-midnight;

November 8, 2024 between 10:30am-midnight; and

November 9, 2024 between 10:30am-midnight.

For purposes of this subsection "loud" means any demolition or construction work where the noise level is disruptive to any performance or event at the PAC building.

- 3.2 The City shall minimize as reasonably practicable impacts to PAC operations. The City acknowledges that PAC will remain open and will continue its regular business operations, including without limitation theater performances for the public and its patrons in the PAC building, during the demolition and construction by the City of the PAC building and WCC. The parties hereby agree that access, ingress and egress to the PAC building using the east doors into WCC towards Columbia Ave. and the west doors towards Wenatchee Ave. shall remain open and available for PAC's use during the Project; provided that the use of the east doors shall be coordinated with the City.
- 3.3 The City shall cause its contractor to erect and maintain a substantial fully insulated temporary wall to protect the PAC building from the weather and elements and the City shall cause its contractor to erect and maintain other further barriers to minimize as reasonably practicable the noise, dust, odor, and debris the demolition and construction.
- 3.4 The City shall maintain the structural integrity of the PAC building with temporary bracing and shoring as recommended by the City's agents, consultants, or contractor.
- 3.5 The City shall instruct and require its contractor to clean construction debris within the Project area on a daily basis.
- 3.6 The City shall develop plans and specifications for the Project, including any change orders that may occur from time to time, and present the plans and specifications to PAC for prior written approval whereby PAC has three business days to provide a response to the City. If PAC fails to respond then the plan, specification or change order, as the case may be, will be deemed approved by PAC. PAC acknowledges that it has approved the Design Development documents attached hereto as Exhibit A.
- 3.7 The City shall administer the bidding and contract award, consistent with public bid laws for the Project, including:
  - 3.7.1 Preparing bid documents;
  - 3.7.2 Providing bid documents to PAC for PAC's review at least ten business days prior to advertising for construction bids;
  - 3.7.3 Advertising for construction bids;
  - 3.7.4 Providing bids for PAC review;
  - 3.7.5 Reject bids as authorized by law; and
  - 3.7.6 Award of the construction contract to the lowest responsible and responsive bid.
- 3.8 Subject to the provisions of this Agreement, the City shall administer the Project construction contract, including:
  - 3.8.1 Disbursement of payments to the Project contractor;

- 3.8.2 Scheduling the construction work;
  - 3.8.3 Alert PAC of any delays immediately;
  - 3.8.4 Administration of change orders;
  - 3.8.5 Coordinating and providing all inspection and permitting necessary to the Project;
  - 3.8.6 Providing PAC with regular updates on the Project; and
  - 3.8.7 Coordinating final acceptance of the Project following construction, including, inter alia, obtaining PAC's written acknowledgement of Project completion and acceptance prior to final acceptance of the Project.
- 3.9 The City shall be responsible for the administration, management and payment for the Project, except as provided for in Section 4.7.
- 3.10 The City shall keep the PAC building free from all liens, taxes, and assessments resulting from or caused by the City's demolition, alteration or restoration of the PAC building.
- 3.11 The landscaping surrounding the PAC building is not part of PAC's Lease. It is anticipated that the landscaping will be affected by the Project. The City intends to restore the landscaping, but shall do so in a manner that it deems appropriate in its sole discretion.

#### 4. PAC'S OBLIGATIONS.

PAC shall have the following obligations as part of the Project:

- 4.1 PAC shall participate in developing plans and specifications for the Project in cooperation with the City.
- 4.2 PAC shall perform prompt inspection for final approval of the Project when requested by the City. The inspection shall occur within three business days of the City's request.
- 4.3 PAC shall provide prompt comment on the Project when requested by the City as provided in Section 3.6.
- 4.4 PAC acknowledges and understands that the PAC has no authority to provide direction, directly or indirectly, to the City's employees, agents, consultants, contractors or subcontractors.
- 4.5 PAC shall provide documents to the City upon its request as needed for the Project, and within ten business days of the request.
- 4.6 PAC shall provide the City reasonable access to the Project area. Except as expressly set forth in the Construction Staging Area License Agreement, the PAC

shall not terminate the Construction Staging Area License Agreement while this Demolition and Restoration Agreement is in effect.

- 4.7 Aside from the existing communications for alternate bids related to bird mitigation and water access for concessions, if the PAC requests from the City any further upgrade to the restoration of the PAC building that are not included within the plans and specifications for the Project and the City's contractors install, build, or otherwise construct such major upgrade, the PAC shall reimburse the City for any and all costs associated with such major upgrade. PAC shall request any upgrades in writing, and the City shall respond in writing within three business days that approves or denies of the upgrade request. The City's representative stated in Section 13 of this Agreement has the authority to approve or deny an upgrade request by the PAC. The City shall invoice the PAC for the actual costs associated with any approved upgrade and the PAC shall pay the invoice within 30 calendar days of the issuance of the invoice. For purposes of this Agreement, an "upgrade" means any improvement to the PAC building that is not included within the plans and specifications for the Project.
- 4.8 Coordinate use of the WCC east doors with the City as provided in Section 3.2.
- 4.9 PAC agrees that the existing electric pole sign in front of the PAC building will be permanently removed at the City's sole expense. PAC and City shall coordinate regarding the timing and removal of the pole sign; provided that the removal date is determined by the City based upon the schedule of the City's contractors; provided further that PAC shall have the right to retain any desired components or parts of the existing pole sign. In the future, PAC may erect signage for the PAC building, with prior written approval of the City. All signs must comply with the Wenatchee Sign Code.
- 4.10 PAC retains a general right of inspection of the Project area; provided that PAC notifies the City's Facilities Manager of the inspection at least one business day in advance of the inspection; and provided further that PAC complies with all safety requirements during the inspection, including but not limited to any requirements of a federal, state or local agency, and any safety requirements mandated by the City's Agents.

## 5. LEASE.

This Agreement is not meant to alter or amend the Lease in any manner. The parties intend to amend the Lease at a future date to reflect the new footprint of the PAC building and any ownership of improvements.

## 6. EFFECTIVE DATE and TERM.

The date upon which the last of both of the Parties have executed a counterpart of this

Agreement shall be the “date of mutual execution” hereof, and shall be construed as the “effective date” of the Agreement. The Agreement shall remain in effect and full force until the Project has been completed by the City and accepted by PAC; provided that the Parties may mutually agree in writing to an earlier termination date. Notwithstanding the foregoing, the City may, by written notice to PAC, immediately terminate this Agreement if the City Council does not enter into a contract with a construction contractor by April 17, 2024, for the remodeling of the WCC, which includes work to be completed for the Project; provided that the City’s right to immediately terminate this Agreement is waived if it is not exercised by the City by April 30, 2024.

7. FEE.

The Project is anticipated to significantly adversely impact PAC’s regular business operations, including without limitation the ability to recruit and schedule new performances and events, ticket sales and the performance experience of the public and patrons in the PAC building, and to sell concessions during the demolition and remodel by the City. In consideration of PAC’s agreement to the terms, conditions and obligations stated in this Agreement, the City shall pay to PAC \$10,000 per month beginning May 1, 2024, and on the first day of each month thereafter up to a maximum total of \$150,000 for the entire term of this Agreement.

8. RELATIONSHIP OF THE PARTIES.

No joint venture or partnership is created by this Agreement. The Parties intend that an independent contractor relationship is created and that neither Party, their officers, employees and agents shall be considered an agent or employee of the other for any purpose.

9. MUTUAL INDEMINIFCATION.

9.1 City Indemnifies PAC.

The City shall indemnify, defend and hold harmless PAC, its directors, officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of the City, its officers, agents, employees, contractor and subcontractors, in connection with the City’s activities related to this Agreement, or arising out of the City’s, its officer’s, agent’s, employee’s, Contractor’s and/or subcontractor’s non-observance or non-performance of any law, ordinance, or regulation applicable to this Agreement.

The indemnification obligation of City shall not be limited in any way by the application of any workmen’s compensation acts, disability benefit acts or other employee benefit acts and the City expressly waives the protection afforded by such laws. The foregoing waiver and indemnification obligations have been mutually negotiated.

9.2 PAC Indemnifies City.



PAC shall indemnify, defend and hold harmless the City, its officers, agents, employees, contractors, and subcontractors from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of PAC, its officers, agents, employees, in connection with PAC's activities related to this Agreement, or arising out of PAC's, its officer's, agent's, and/or employee's non-observance or non-performance of any law, ordinance, or regulation applicable to PAC's activities related to this Agreement.

The indemnification obligation of PAC shall not be limited in any way by the application of any workmen's compensation acts, disability benefit acts or other employee benefit acts and PAC expressly waives the protection afforded by such laws. The foregoing waiver and indemnification obligations have been mutually negotiated.

#### 10. RULES AND REGULATIONS.

The Parties agree to comply with all federal, state, and local laws, rules, and regulations for the Project.

#### 11. DISPUTE RESOLUTION.

In the event a dispute shall arise between the Parties to this Agreement, the Parties agree to participate in mediation in accordance with the mediation procedures of Ch. 7.07 RCW. The Parties agree to share equally in the costs of the mediator. If the Parties cannot agree on the mediator, then either Party may petition the Superior Court for Chelan County, Washington to appoint a mediator. If mediation is unsuccessful in resolving the dispute, either Party may file an action in the Superior Court for Chelan County, Washington.

#### 12. ATTORNEY'S FEES.

Except as specifically provided with respect to the Mutual Indemnification set forth in this Section 9 of this Agreement, in the event it is necessary for either Party to utilize the services of an attorney for litigation arising out of the existence of this Agreement or to enforce any of the terms of this Agreement, each Party shall pay its own attorney's fees and costs regardless of the outcome of the dispute.

#### 13. DESIGNATION OF PARTY REPRESENTATIVES.

The City designates Elisa Schafer, Facilities Manager, Public Works Department, as its authorized representative to receive communication on the City's behalf with respect to this Agreement. PAC designates J. Woody Lotts, Executive Director, as its duly authorized representative to act on PAC's behalf with respect to this Agreement. The Parties may designate a different representative so long as the Party notifies the other in writing.

14. NO THIRD PARTY BENEFICIARIES.

No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Person other than the parties and their respective successors and assigns.

15. NOTICES.

All notices required to be given by either Party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given three business days after the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

To CITY:

City of Wenatchee  
Attn: City Administrator  
301 Yakima St.  
P.O. Box 519  
Wenatchee, WA 98807-0519

To PAC:

Numerica Performing Arts Center  
Attn: Executive Director  
123 N. Wenatchee Ave.  
Wenatchee, WA 98801

With a copy to:

City of Wenatchee  
Attn: Facilities Manager  
301 Yakima St.  
P.O. Box 519  
Wenatchee, WA 98807-0519

With a copy to:

Numerica Performing Arts Center  
Attn: Board President  
123 N. Wenatchee Ave.  
Wenatchee, WA 98801

16. RECORDS.

The City shall keep and maintain accurate records and complete cost records pertaining to the Project. Each Party shall have full access and the right to examine any such records during the term of this Agreement. All records, books, documents and other materials maintained, prepared, or issued by the City in the implementation of this Agreement shall be the property of the City, which shall have the responsibility of the retention and release of those materials.

17. GOVERNING LAW and INTERPRETATION.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. No provision of this Agreement or any related document will be construed against or interpreted to the disadvantage of any Party hereto by any court or other

governmental or judicial authority by reason of such Party having or being deemed to have structured or drafted such provision.

18. NONDISCRIMINATION.

The Parties agree not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, gender, sexual orientation, age or handicap, except for a bona fide occupational qualification.

19. ASSIGNMENT.

Neither Party may not assign or subcontract any portion of terms and conditions of this Agreement without the express written consent of the other Party. If either Party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and are binding upon their respective successors in interest, heirs and assigns.

20. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

21. AMENDMENTS.

This Agreement may be modified, amended, or added to, only by written instrument properly signed by both Parties hereto. The City Administrator has the authority, after consultation with the City Attorney and Facilities Manager of the Public Works Department, to negotiate and sign an amendment to the Agreement on behalf of the City.

22. SEVERABILITY.

If any provisions herein are found or made void or unenforceable by any court of law, such provisions shall be separate and severable and shall not render the remainder of the agreement unenforceable.

23. ENTIRE AGREEMENT.

The recitals are incorporated into this Agreement by this reference. Even though the Construction Staging Area License Agreement and the Lease are referenced by this Agreement, the terms and conditions of the Construction Staging Area License Agreement and the Lease shall not merge with this Agreement. This Agreement represents the entire integrated

agreement between the City and PAC relating to the subject matter herein, superseding all prior negotiations, representations or agreements, written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement on the following dates:

CITY OF WENATCHEE:

NUMERICA PERFORMING ARTS  
CENTER:

By: \_\_\_\_\_  
Laura Gloria, City Administrator

By: \_\_\_\_\_  
(Sign Name)

Date: \_\_\_\_\_

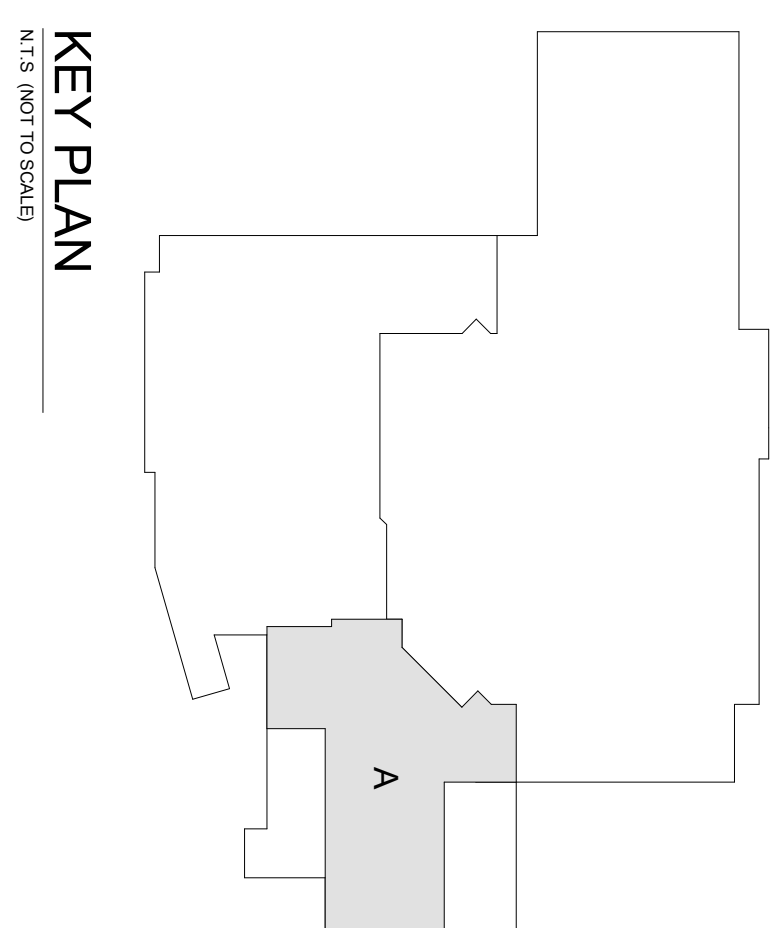
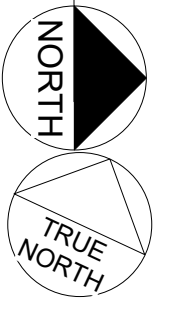
\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

EXHIBIT A - DESIGN DEVELOPMENT



A1 LEVEL 1 DEMO FLOOR PLAN - OVERALL  
SCALE: 1/8" = 1'-0"



GENERAL NOTES

1. CONTRACTOR RESPONSIBILITIES: THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION AND ALL JOB RELATED SAFETY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, STRENGTH AND STABILITY OF THE STRUCTURE DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE TEMPORARY SHORING, BRACING AND OTHER SUPPORTS TO MAINTAIN THE STRUCTURE'S STRENGTH AND STABILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXCUTTING IT PROPERLY. CONTRACTOR SHALL AT THEIR DISCRETION EMPLOY A TEMPORARY BRACING AND SHORING DESIGN OF TEMPORARY BRACING AND SHORING.
2. MAINTAIN THE INTEGRITY OF ALL BUILDING SYSTEMS & PARTS. REPAIR ANY DAMAGE DONE TO SURROUNDING AREAS / CONSTRUCTION DURING DEMOLITION.
3. ALL EXISTING CONDITIONS ARE NOT INDICATED ON THE DRAWINGS. SUB-CONTRACTORS SHALL CAREFULLY EXAMINE THE EXISTING INSTALLATIONS & ALL PROTECTIVE DEVICES TO REMAIN WITHIN THE SCOPE OF WORK.
4. SUB-CONTRACTORS SHALL CLEAN CONSTRUCTION DEBRIS & DUST DAILY.
5. COORDINATE LOCATIONS OF SLAB REMOVAL WITH NEW CONSTRUCTION PLANS POSSIBLE.
6. REMOVE EXISTING WALLS TO ORIGINAL FINISH LINE UNLESS OTHERWISE SPECIFIED.
7. CONTRACTORS SHALL PATCH & REPAIR ANY DAMAGE OR PENETRATIONS AT ALL ELEMENTS TO REMAIN (INCLUDING BUT NOT LIMITED TO WALLS, CEILING, FLOORS, ETC.) CAUSED BY DEMOLITION ACTIVITIES. THE REMOVAL OF ITEMS NOT REPAIRABLE TO ORIGINAL STATE EXISTING FINISH MATERIALS INCLUDING CEILING, TRIM, ETC. SHALL BE PROTECTED & RETAINED UNLESS OTHERWISE NOTED.
8. REFER TO ALL OTHER DISCIPLINES TO COORDINATE ADDITIONAL DEMOLITION.
9. COORDINATE DEMOLITION SCHEDULE & TIMES WITH THE OWNER.
10. WHERE EXISTING WALLS ARE REMOVED PATCH SLAB & GROUND TOP OF STEM WALL TO MATCH FLOOR ON EITHER SIDE.
11. WHERE DEMOLITION OR CONSTRUCTION WORK OCCURS

PLAN - DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE DEMOLISHED UNTO
- EXISTING DOOR, FRAME HARDWARE, ETC. TO BE REMOVED UNTO
- EXISTING REINFORCEMENT/ CONCRETE TO BE REMOVED UNTO
- EXISTING CASWORK, PARTITION, ETC. TO BE REMOVED
- EXISTING FLOOR FINISH TO BE REMOVED

DEMO NOTES

NUMBER	DESCRIPTION
C-18	APPROXIMATE OUTLINE OF BUILDING ADDITION
D-21	TEMPORARY CONSTRUCTION WALL PARTITION TYPE XX



Web: [www.alsc.com](http://www.alsc.com)  
2001 N. Washington, Ste. 400  
Wenatchee, WA 98801  
509.662.8300  
alsc@architects.com



WENATCHEE CONVENTION CENTER

DESIGN DEVELOPMENT

REV	DATE	DESCRIPTION

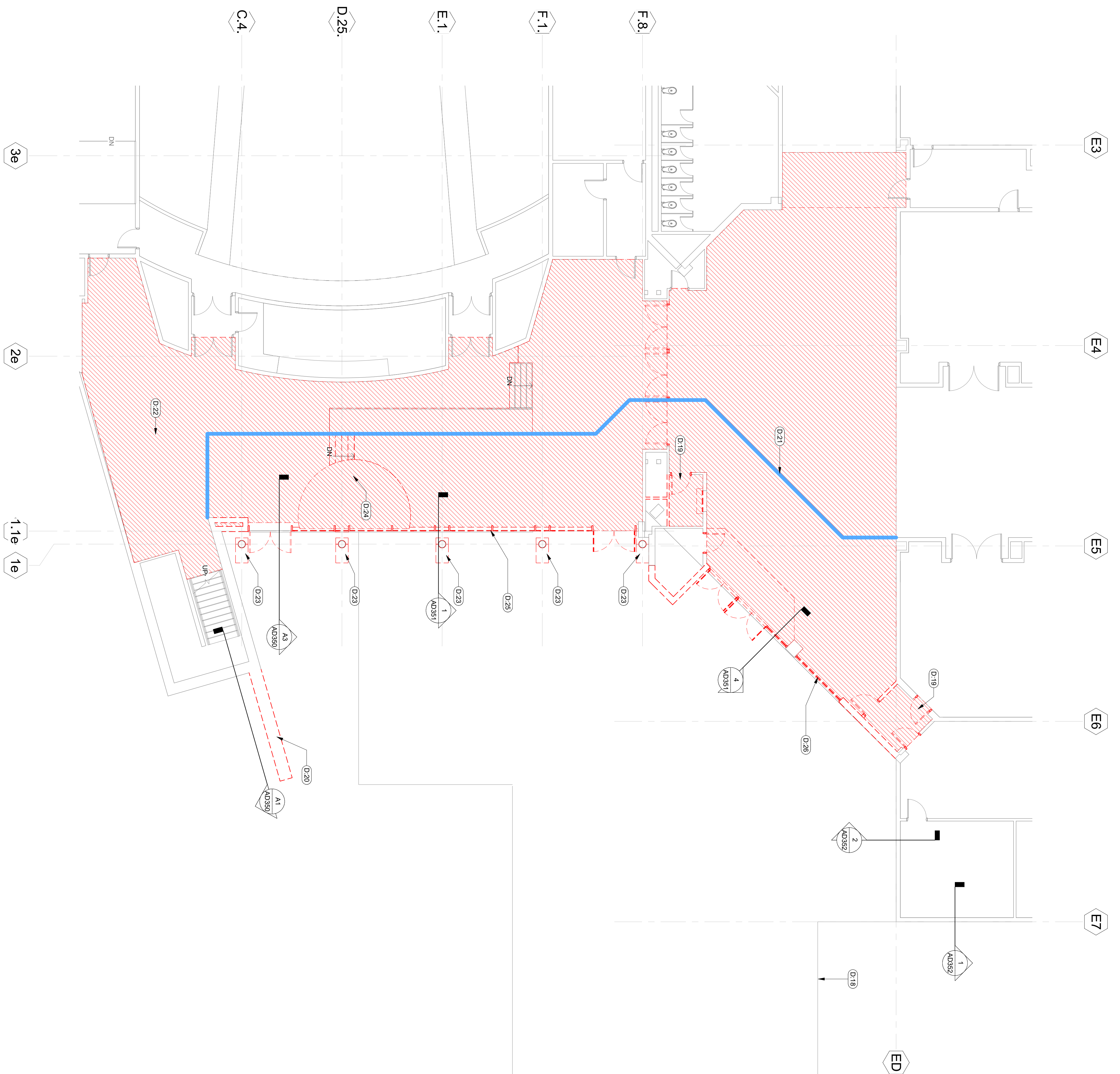
PROJ. NO. 2022-009  
DRAWN: AJL/WR  
PROJ. MNGR: JS  
DATE:  

LEVEL 1 - DEMO FLOOR PLAN - OVERALL

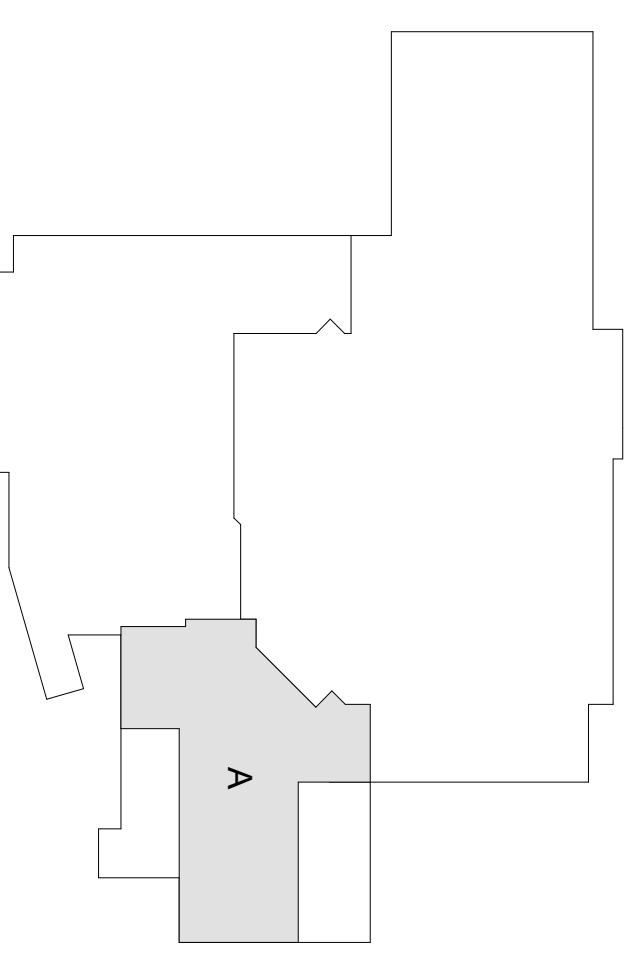
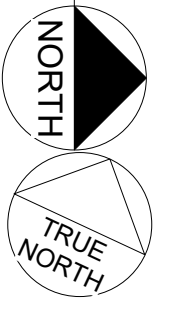
AD110



5/8/2023 9:14:18 AM



**A1** LEVEL 1 DEMO FLOOR PLAN - AREA A  
SCALE: 1/8" = 1'-0"

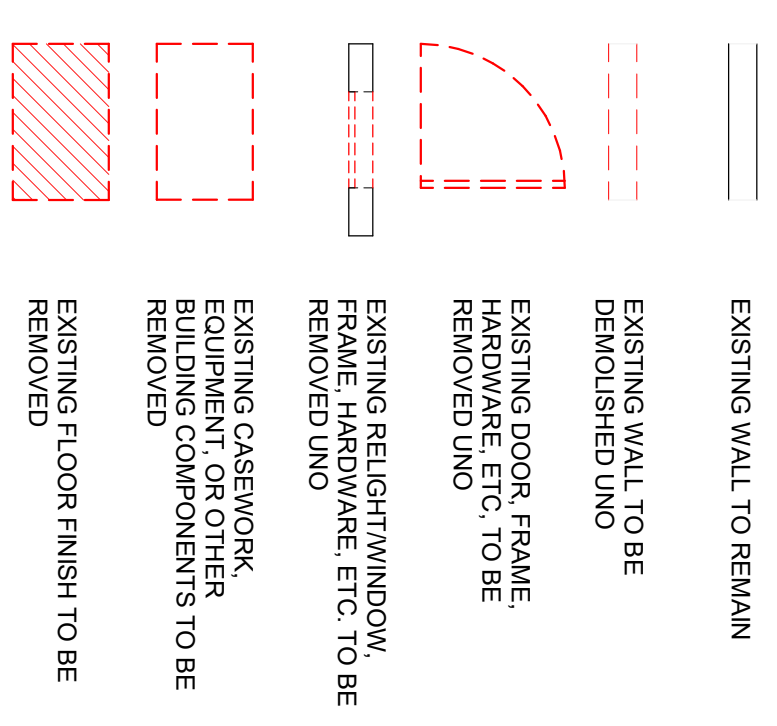


KEY PLAN  
N IS NORTH TO BACK

**GENERAL NOTES**

1. MAINTAIN THE INTEGRITY OF ALL BUILDING SYSTEMS & RATINGS. REPAIR ANY DAMAGE DONE TO SURROUNDING AREAS / CONSTRUCTION DURING DEMOLITION.
2. ALL EXISTING CONDITIONS ARE NOT INDICATED ON THE DRAWINGS. SUBJECT TO THE CONTRACTOR'S VERIFICATION OF THE EXISTING CONDITIONS. PROJECT DIMENSIONS TO BECOME FAMILIAR WITH THE SCOPE OF WORK.
3. SUBCONTRACTORS SHALL O.F.A.M CONSTRUCTION DEBRIS & DUST DAILY BEYOND CONSTRUCTION LIMITS.
4. CONTRACTORS SHALL PATCH & REPAIR ANY DAMAGE OR PENETRATIONS AT ALL ELEMENTS TO REMAIN, INCLUDING BUT NOT LIMITED TO: WALLS, CEILING, FLOORS, ETC. CAUSED BY DEMOLITION ACTIVITIES OR REMOVAL OF MATERIALS. REPAIRS SHALL BE TO ORIGINAL STATE. EXISTING FINISH MATERIALS INCLUDING CEILING, TRIM, ETC. SHALL BE PROTECTED & RETAINED UNLESS OTHERWISE NOTED.
5. COORDINATE DEMOLITION SCHEDULE & TIMES WITH THE OWNER.
6. WHERE DEMOLITION OR CONSTRUCTION WORK OCCURS ADJACENT TO OCCUPIED SPACE, ERECT APPROPRIATE BARRIERS (NOISE BUST COOR, ETC.) TO PROTECT ADJACENT AREAS. THIS INCLUDES MAINTAINING ACCEPTABLE TEMPERATURE, HUMIDITY & VENTILATION IN THE OCCUPIED AREAS.
7. THE U.S. ENVIRONMENTAL PROTECTION AGENCY MUST BE NOTIFIED (U) WORKING DAYS IN ADVANCE FOR ALL REMOVALS THAT DISTURB 500 LB. - 100 SF. OF AIRBORNE SOILING AGENTS.
8. COORDINATE WITH THE OWNER WHAT, IF ANY ITEMS ARE TO BE RETURNED FOR THE OWNER'S USE.

**PLAN - DEMOLITION LEGEND**



**DEMO NOTES**

NUMBER	DESCRIPTION
D-18	APPROXIMATE OUTLINE OF BUILDING ADDITION
D-19	REPLACE DOOR FINISH, SEE INT ELEV.
D-20	REMOVE BRICK VENEER
D-21	REMOVE BRICK CONSTRUCTION WALL, PARTITION TYPE XX
D-22	REMOVE BRICK CONSTRUCTION WALL, PARTITION TYPE XX
D-23	REMOVE BRICK COLUMN BASE
D-24	REMOVE ELEVATED PLANO STAGE
D-25	REMOVE ALUMINUM FRAMED CURTAIN WALL
D-26	REMOVE ALUMINUM FRAMED STATIONERY



Web: [www.alsc.com](http://www.alsc.com)  
2001 N. Washington, Ste. 400  
Spokane, WA 99205  
509.325.1800  
alsc@architects.com



**WENATCHEE CONVENTION CENTER**

**DESIGN DEVELOPMENT**

REV	DATE	DESCRIPTION

PROJ. NO. 2022-009  
DRAWN: AJL  
PROJ. MGR: JS  
DATE: 1/11/24  
© ALSC ARCHITECTS, P.S.

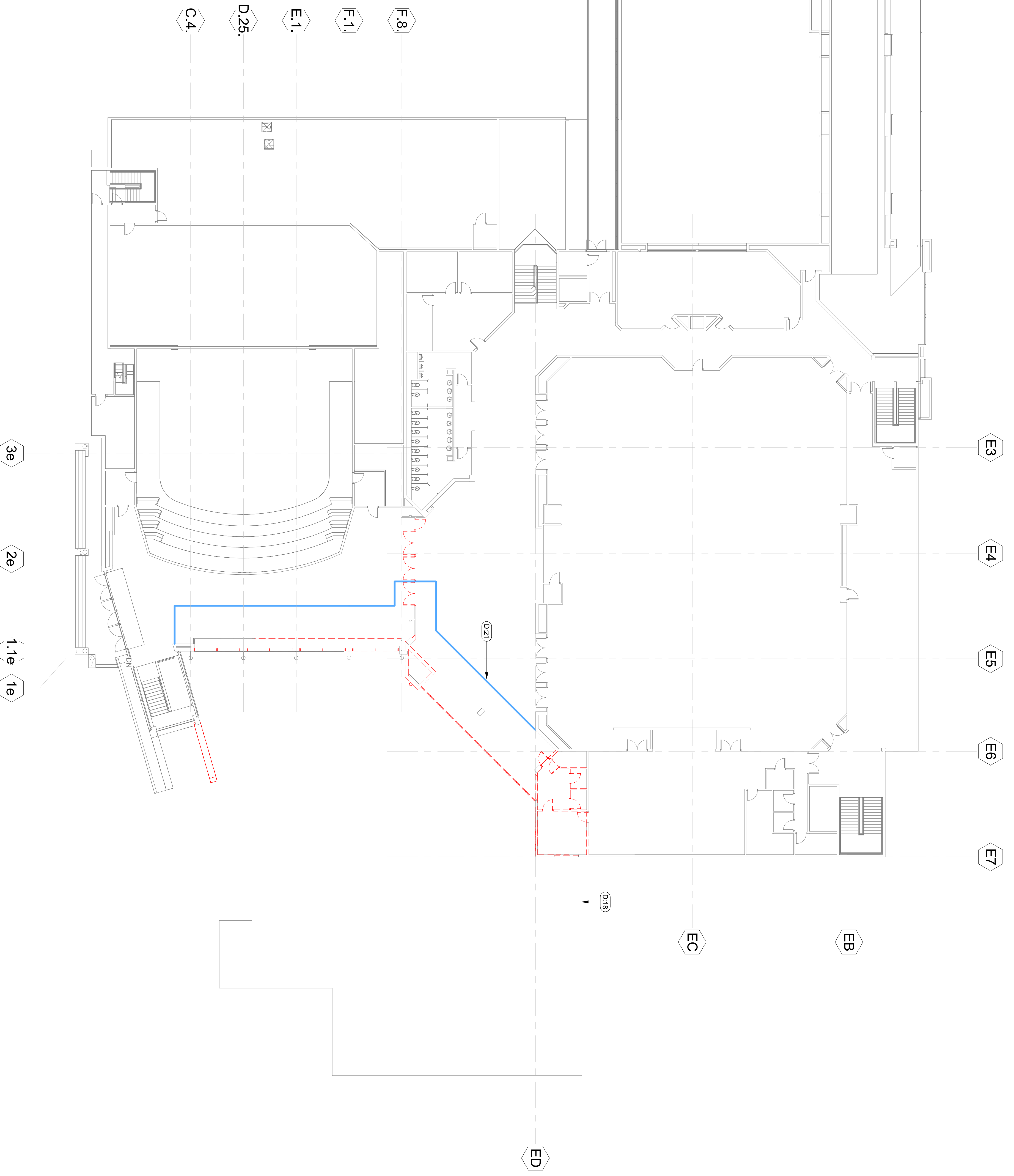
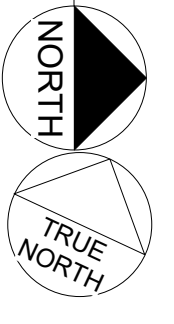
**LEVEL 1 - DEMO FLOORPLAN - AREA A**

**AD111**



5/8/2023 9:14:21 AM

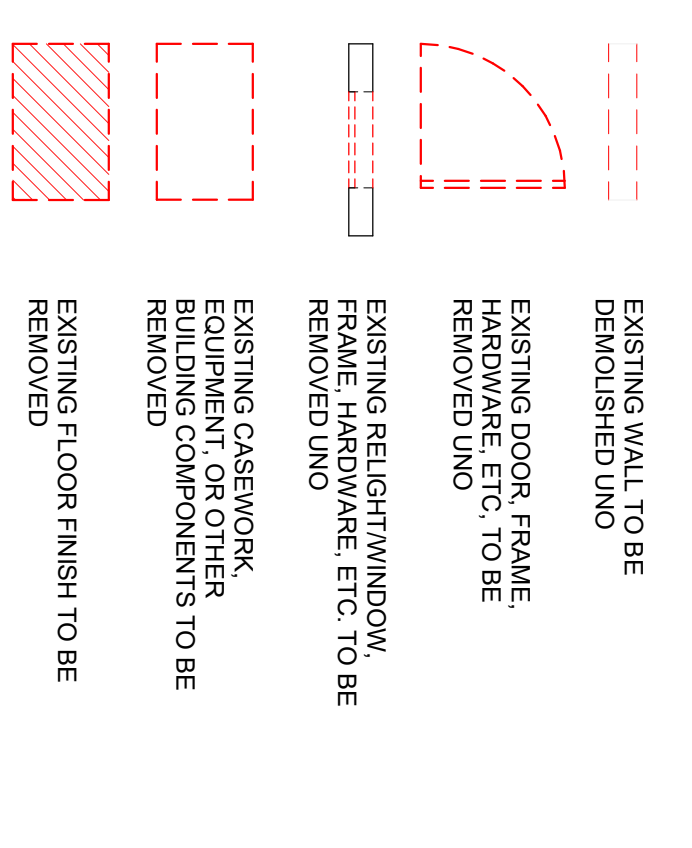
**A1** LEVEL 2 DEMO FLOOR PLAN - OVERALL  
SCALE: 1/8" = 1'-0"



**GENERAL NOTES**

1. CONTRACTOR RESPONSIBILITIES: THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION AND ALL JOB RELATED SAFETY MATTERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WENATCHEE AND THE WASHINGTON STATE DEPARTMENT OF LABOR & INDUSTRIES. THE CONTRACTOR SHALL PROVIDE TEMPORARY SHORING, BRACING AND OTHER SUPPORTS TO MAINTAIN THE STRENGTH AND STABILITY OF THE STRUCTURE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURAL MEMBERS. THE CONTRACTOR SHALL AT THEIR DISCRETION EMPLOY A REGISTERED PROFESSIONAL ENGINEER TO DESIGN AND VERIFY THE DESIGN OF TEMPORARY BRACING AND SHORING.
2. MAINTAIN THE INTEGRITY OF ALL BUILDING SYSTEMS & PARTS REPAIR ANY DAMAGE DONE TO SURROUNDING AREAS / CONSTRUCTION DURING DEMOLITION.
3. ALL EXISTING CONDITIONS ARE NOT INDICATED ON THE DRAWINGS. SUB-CONTRACTORS SHALL CAREFULLY EXAMINE THE EXISTING INSTALLATIONS & ALL PROTECTIVE MEASURES TO REMAIN THROUGHOUT THE SCOPE OF WORK.
4. SUB-CONTRACTORS SHALL CLEAN CONSTRUCTION DEBRIS & DUST DAILY.
5. COORDINATE LOCATIONS OF SLAB REMOVAL WITH NEW CONSTRUCTION PLANS WHERE APPROPRIATE.
6. REMOVE ALL EXISTING PARTITIONS, WALLS, CEILING, ROOF, AND CONSTRUCTION WASTE.
7. CONTRACTORS SHALL PATCH & REPAIR ANY DAMAGE ON PENETRATIONS AT ALL ELEMENTS TO REMAIN (INCLUDING BUT NOT LIMITED TO WALLS, CEILING, FLOORS, ETC.) CAUSED BY DEMOLITION ACTIVITIES. THE REMOVAL OF ITEMS NOT REPAIRABLE TO ORIGINAL STATE EXISTING FINISH MATERIALS INCLUDING CEILING, TRIM, ETC. SHALL BE PROTECTED & RETAINED UNLESS OTHERWISE NOTED.
8. REFER TO ALL OTHER DISCIPLINES TO COORDINATE ADDITIONAL DEMOLITION.
9. COORDINATE REMOVAL FROM SCHEDULE A TIMES WITH THE OWNER.
10. WHERE THE DEMOLITION PLAN IS IN CONFLICT WITH THE DEMOLITION PLAN - DEMOLITION LEGEND OR STEM WALL TO MATCH FLOOR ON EITHER SIDE.

**DEMOLITION LEGEND**



**DEMO NOTES**

NUMBER	DESCRIPTION
D.18	APPROXIMATE OUTLINE OF BUILDING ADDITION
D.21	TEMPORARY CONSTRUCTION WALL PARTITION TYPE XX



**WENATCHEE CONVENTION CENTER**

**DESIGN DEVELOPMENT**

REV	DATE	DESCRIPTION

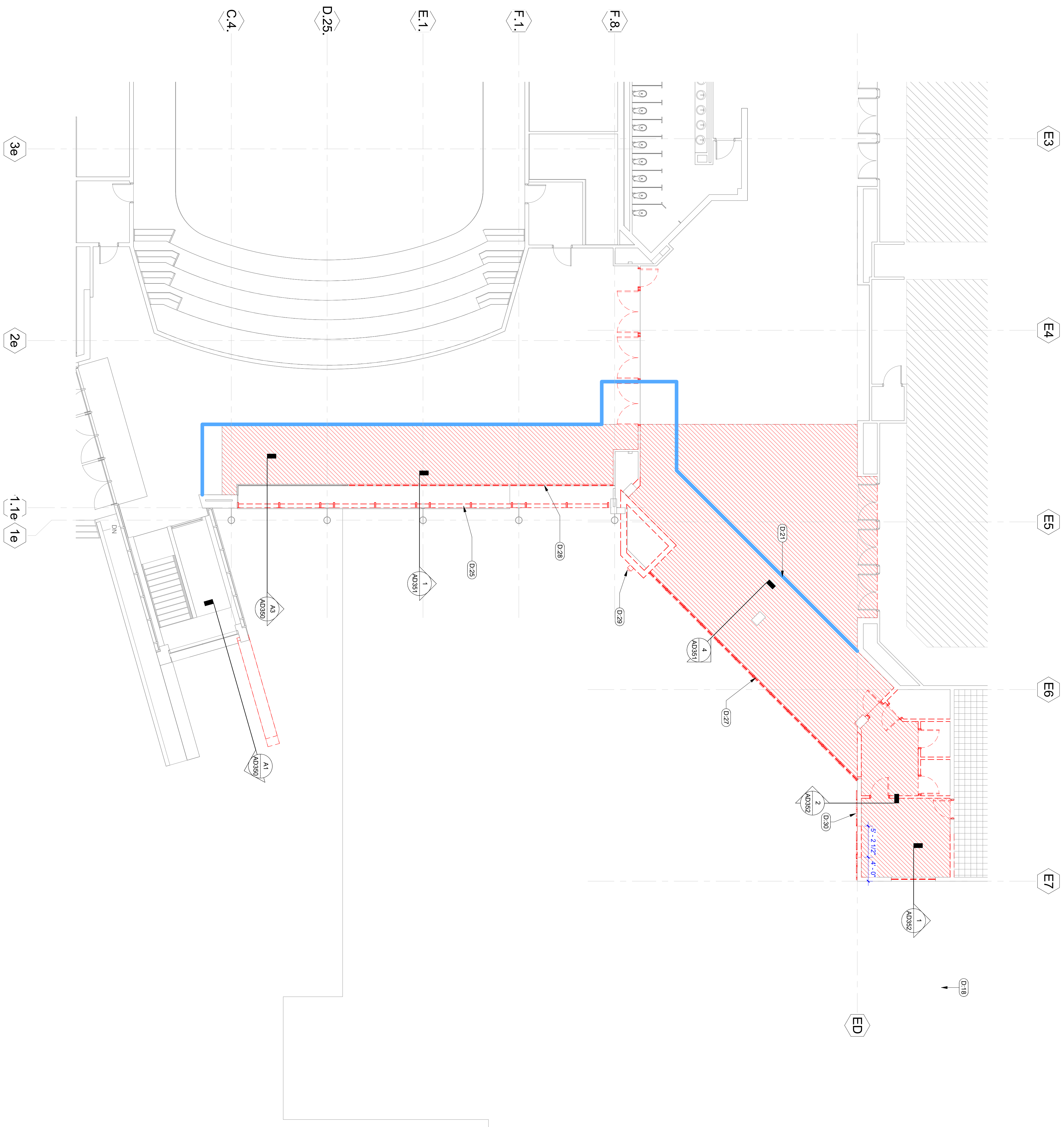
PROJ. NO. 2022-009  
DRAWN: Author  
PROJ. MGR: JS  
DATE: 5/8/2023

© ALSC ARCHITECTS, P.S.

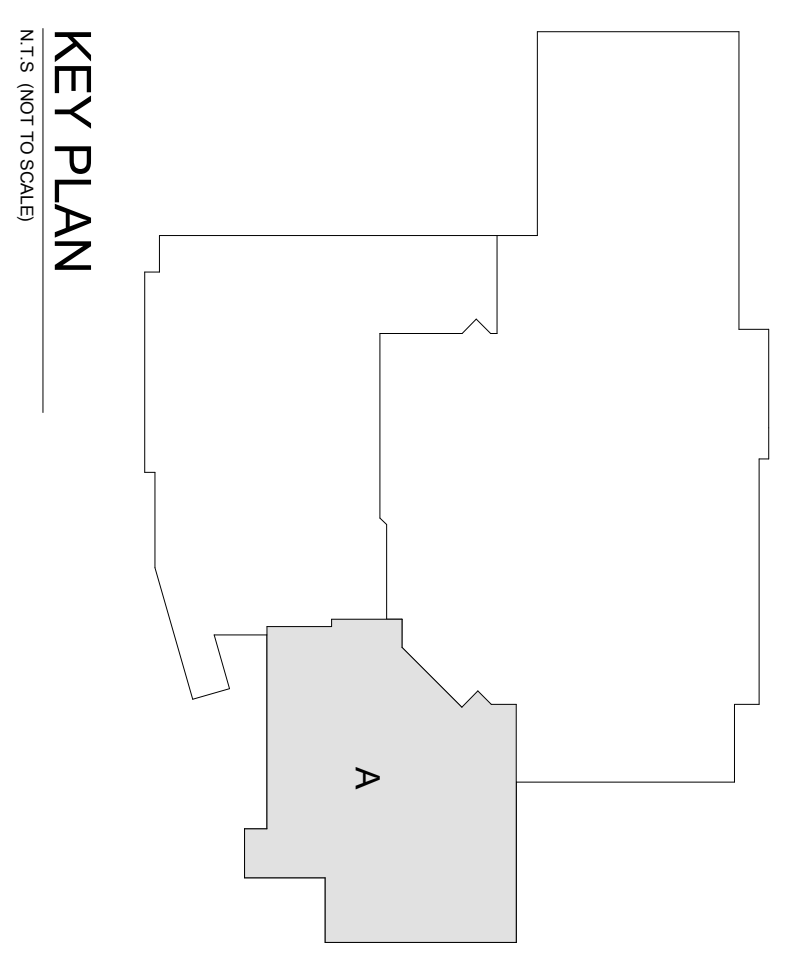
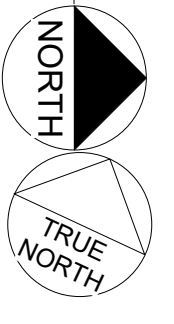
**LEVEL 2 - DEMO FLOOR PLAN - OVERALL**

**AD120**

5/8/2023 9:14:24 AM



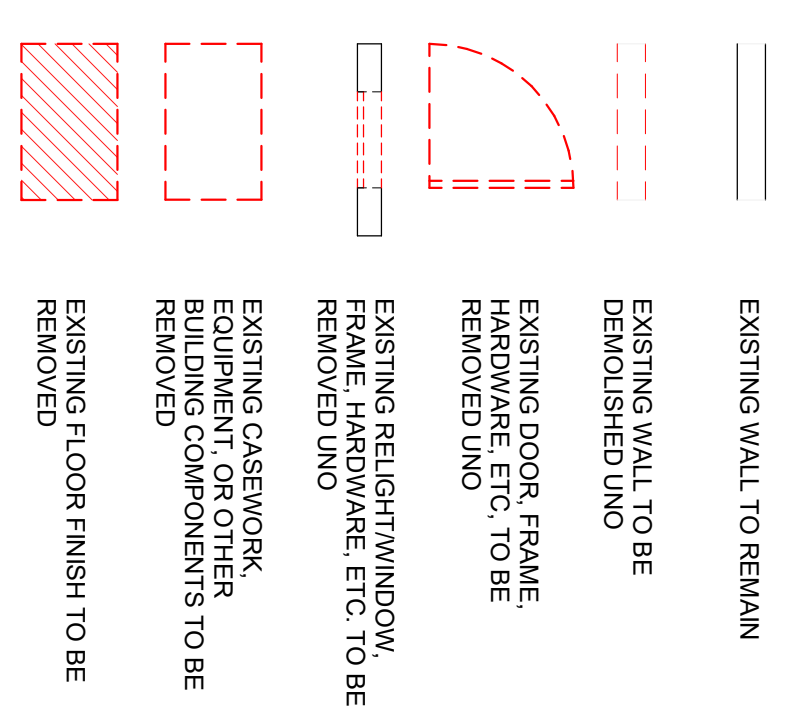
**A1**  
SCALE: 1/8" = 1'-0"  
**LEVEL 2 DEMO FLOOR PLAN - AREA A**



**GENERAL NOTES**

1. CONTRACTOR RESPONSIBILITIES: THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION AND ALL JOB RELATED SAFETY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STRENGTH AND STABILITY OF THE STRUCTURE DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE TEMPORARY SHORING, BRACING AND OTHER SUPPORTS TO MAINTAIN THE STRENGTH AND STABILITY OF THE STRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL TEMPORARY BRACING AND SHORING.
2. MAINTAIN THE INTEGRITY OF ALL BUILDING SYSTEMS & PARTS REPAIR ANY DAMAGE DONE TO SURROUNDING AREAS / CONSTRUCTION DURING DEMOLITION.
3. ALL EXISTING CONDITIONS ARE NOT INDICATED ON THE DRAWINGS. SUB-CONTRACTORS SHALL CAREFULLY EXAMINE THE EXISTING INSTALLATIONS & ALL PROJECT DRAWINGS TO DETERMINE FINISHES WITH THE SCOPE OF WORK.
4. SUBCONTRACTORS SHALL CLEAN CONSTRUCTION DEBRIS & DUST DAILY.
5. COORDINATE LOCATIONS OF SLAB REMOVAL WITH NEW CONSTRUCTION PLANS POSSIBLE.
6. COORDINATE EXTENT & LOCATION OF FLOOR/WALL/CEILING/ROOF REMOVAL WITH NEW CONSTRUCTION PLANS.
7. CONTRACTORS SHALL PATCH & REPAIR ANY DAMAGE OR PENETRATIONS AT ALL ELEMENTS TO REMAIN (INCLUDING BUT NOT LIMITED TO: WALLS, CEILING, FLOORS ETC.) CAUSED BY DEMOLITION ACTIVITIES. REPAIRS OF ITEMS NOT REPAIRABLE TO ORIGINAL STATE EXISTING FINISH MATERIALS INCLUDING WALLS, FLOORS, ETC. SHALL BE PROTECTED & RETAINED UNLESS OTHERWISE NOTED.
8. REFER TO ALL OTHER DISCIPLINES TO COORDINATE ADDITIONAL DEMOLITION.
9. COORDINATE DEMOLITION SCHEDULE & TIMES WITH THE OWNER.
10. WHERE EXISTING WALLS ARE REMOVED PATCH SLABS & GRAND TOP OF STEM WALL TO MATCH FLOOR ON EITHER SIDE.
11. WHERE DEMOLITION OR CONSTRUCTION WORK OCCURS

**PLAN - DEMOLITION LEGEND**



**DEMO NOTES**

NUMBER	DESCRIPTION
D-18	APPROXIMATE OUTLINE OF BUILDING ADDITION
D-21	TEMPORARY CONSTRUCTION WALL PARTITION TYPE XX
D-25	REMOVE ALUMINUM FRAMED CURTAIN WALL
D-27	REMOVE ALUMINUM FRAMED STAIRWELL AND SKYLIGHT
D-29	DISCONNECT AND REMOVE SECURITY CAMERAS SALVAGE TO OWNER
D-30	REMOVE BUILDING SIGNAGE SALVAGE TO OWNER



Web: [www.alsc-architects.com](http://www.alsc-architects.com)  
2031 N. Washington, Ste. 400  
Wenatchee, WA 98801  
509.662.8400  
alsc@architects.com



**WENATCHEE CONVENTION CENTER**

**DESIGN DEVELOPMENT**

REV	DATE	DESCRIPTION

PROJ. NO. 2022-009  
DRAWN: AJM/JS  
PROJ. MGR: JS  
DATE: 2/28/2024  
© ALSC ARCHITECTS, P.S.

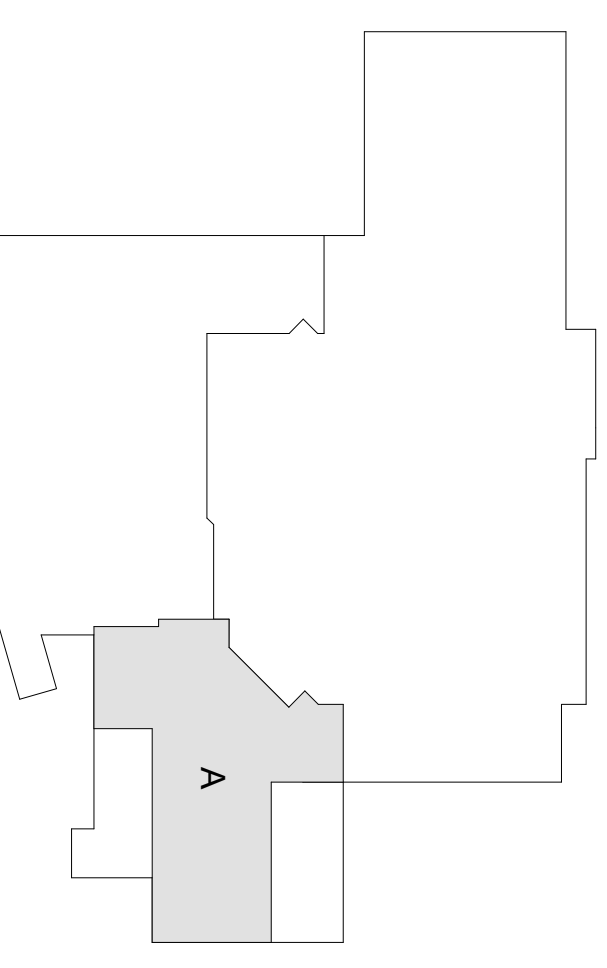
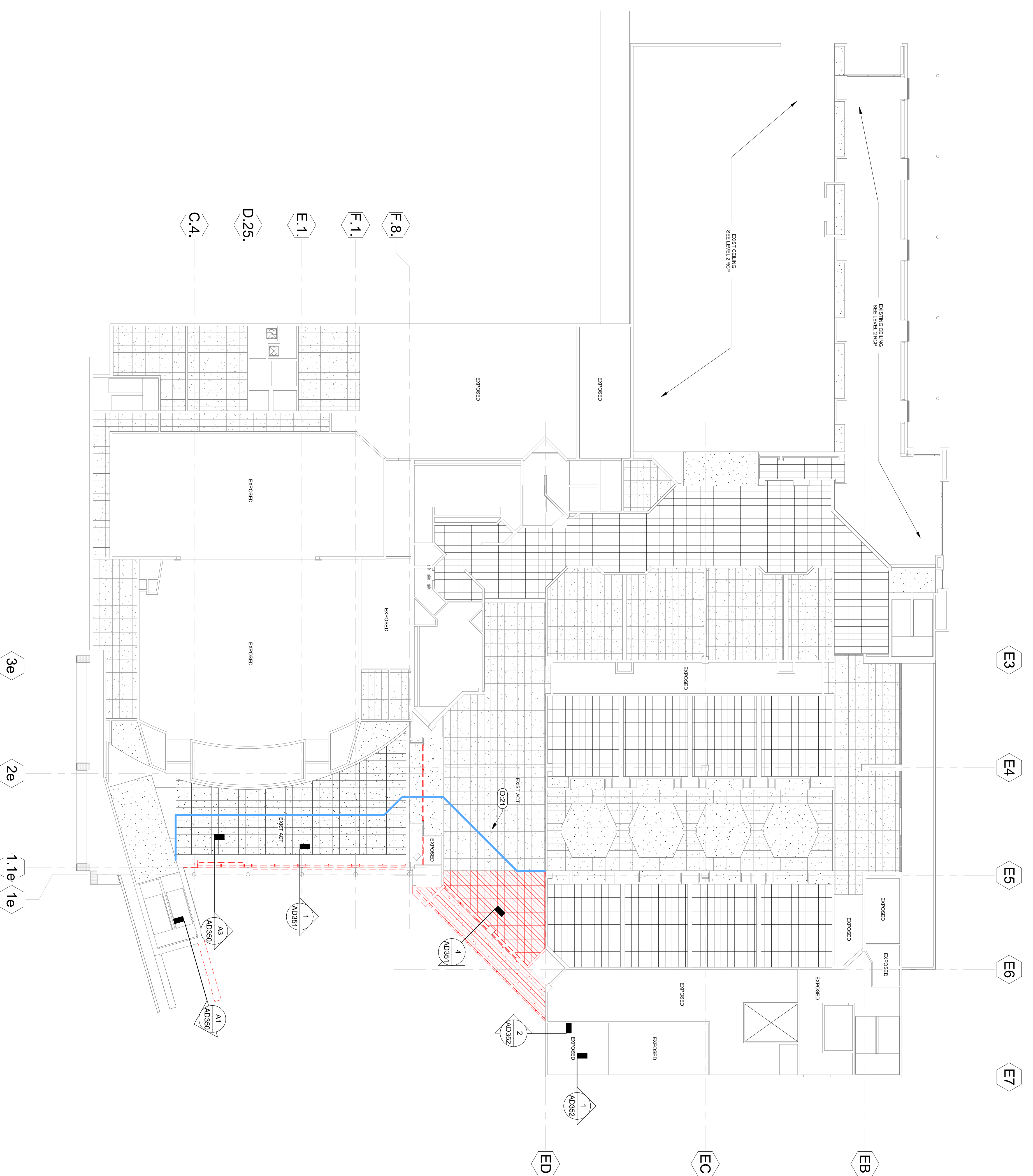
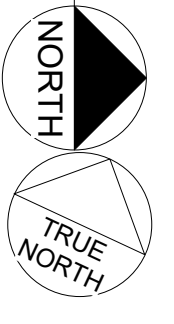
**LEVEL 2 - DEMO FLOOR PLAN - AREA A**

**AD121**



5/8/2023 9:14:27 AM

**A1** LEVEL 1 DEMO RCP - OVERALL  
SCALE: 1/8" = 1'-0"



**GENERAL NOTES**

1. CONTRACTOR RESPONSIBILITIES: THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION AND ALL JOB RELATED SAFETY AND HEALTH MATTERS. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND STABILITY OF THE STRUCTURE DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE TEMPORARY SHORING, BRACING AND OTHER SUPPORTS TO MAINTAIN THE STRENGTH AND STABILITY OF THE STRUCTURE. IT IS THE CONTRACTOR'S RESPONSIBILITY FOR EXECUTING IT PROPERLY. CONTRACTOR SHALL AT THEIR DISCRETION EMPLOY A DESIGNER TO PROVIDE TEMPORARY BRACING AND SHORING.
2. MAINTAIN THE INTEGRITY OF ALL BUILDING SYSTEMS & PARTS REPAIR ANY DAMAGE DONE TO SURROUNDING AREAS / CONSTRUCTION DURING DEMOLITION.
3. ALL EXISTING CONDITIONS ARE NOT INDICATED ON THE DRAWINGS. SUB-CONTRACTORS SHALL CAREFULLY EXAMINE THE EXISTING INSTALLATIONS & ALL PROTECT DRAWINGS TO BECOME FAMILIAR WITH THE SCOPE OF WORK.
4. SUB-CONTRACTORS SHALL CLEAN CONSTRUCTION DEBRIS & DUST DAILY.
5. SUB-CONTRACTORS SHALL CLEAN CONSTRUCTION DEBRIS & DUST DAILY.
6. COORDINATE LOCATIONS OF SLAB REMOVAL WITH NEW CONSTRUCTION PLANS WHERE POSSIBLE.
7. REMOVE EXISTING WALLS AND CEILING MATERIALS AT ALL LOCATIONS INDICATED BY THE DEMOLITION SCHEDULE. REMOVE ALL FLOORS, ETC. CAUSED BY DEMOLITION ACTIVITIES OR REMOVAL OF WALLS, CEILING, FLOOR, ETC. REPAIRABLE TO ORIGINAL STATE. EXISTING FINISH MATERIALS INCLUDING PAINTS, FINISH, ETC. SHALL BE PROTECTED & RETAINED UNLESS OTHERWISE NOTED.
8. REFER TO ALL OTHER DISCIPLINES TO COORDINATE ADDITIONAL DEMOLITION.
9. COORDINATE DEMOLITION SCHEDULE & TIMES WITH THE OWNER.
10. WHERE EXISTING WALLS ARE REMOVED PATCH SLAB & GROUND TOP OF STEM WALL TO MATCH FLOOR ON EITHER SIDE.
11. WHERE DEMOLITION OR CONSTRUCTION WORK OCCURS

**RCP - DEMOLITION LEGEND**

- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE DEMOLISHED AND
- EXISTING CASEWORK, EQUIPMENT OR OTHER REMOVED COMPONENTS TO BE REMOVED
- EXISTING CEILING TO BE REMOVED

**DEMO NOTES**

NUMBER	DESCRIPTION
D.21	TEMPORARY CONSTRUCTION WALL PARTITION TYPE XX



**WENATCHEE CONVENTION CENTER**

**DESIGN DEVELOPMENT**

REV	DATE	DESCRIPTION

LEVEL 1 - DEMO RCP - OVERALL

**AD130**

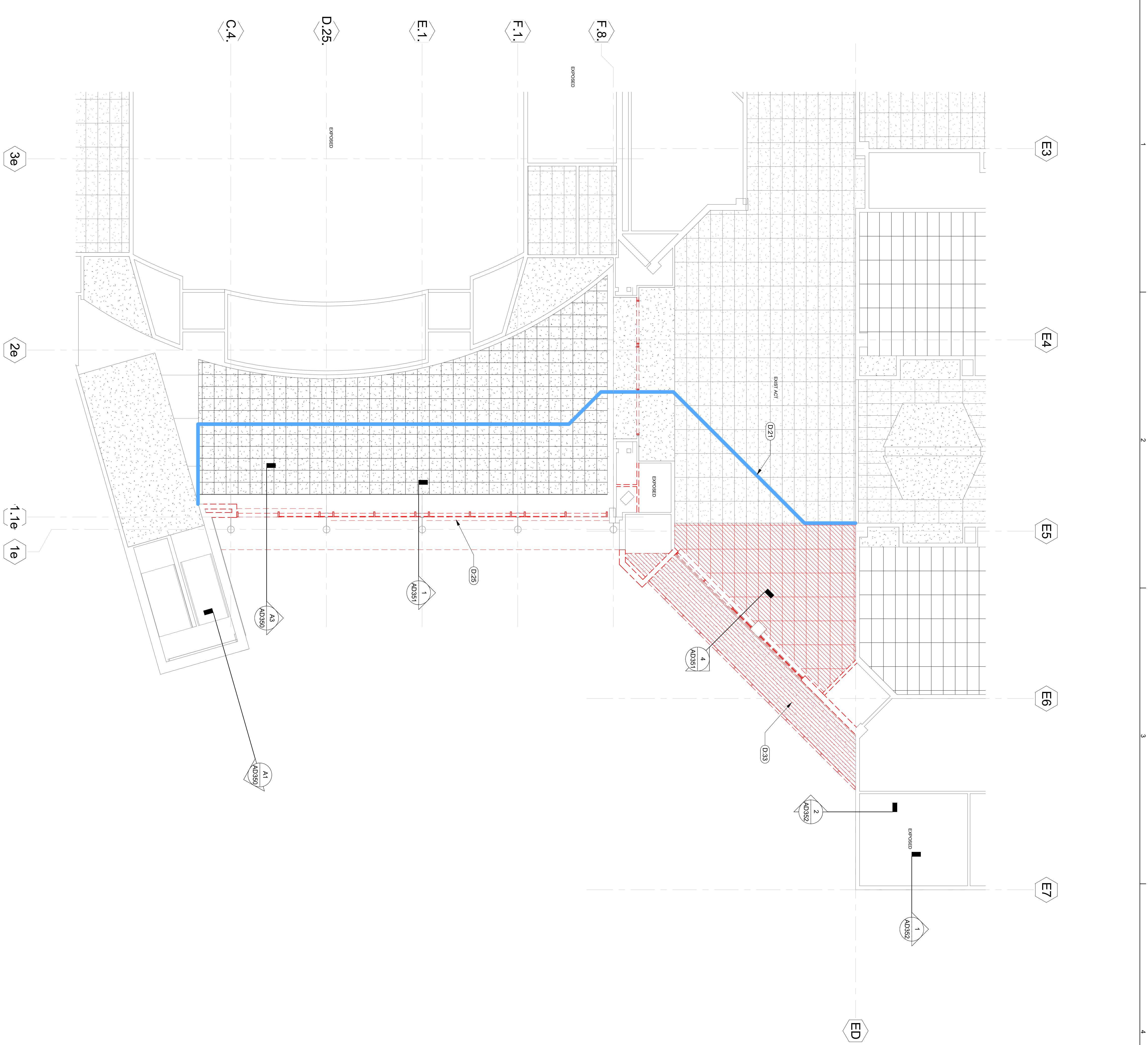


ALSC ARCHITECTS, P.S.

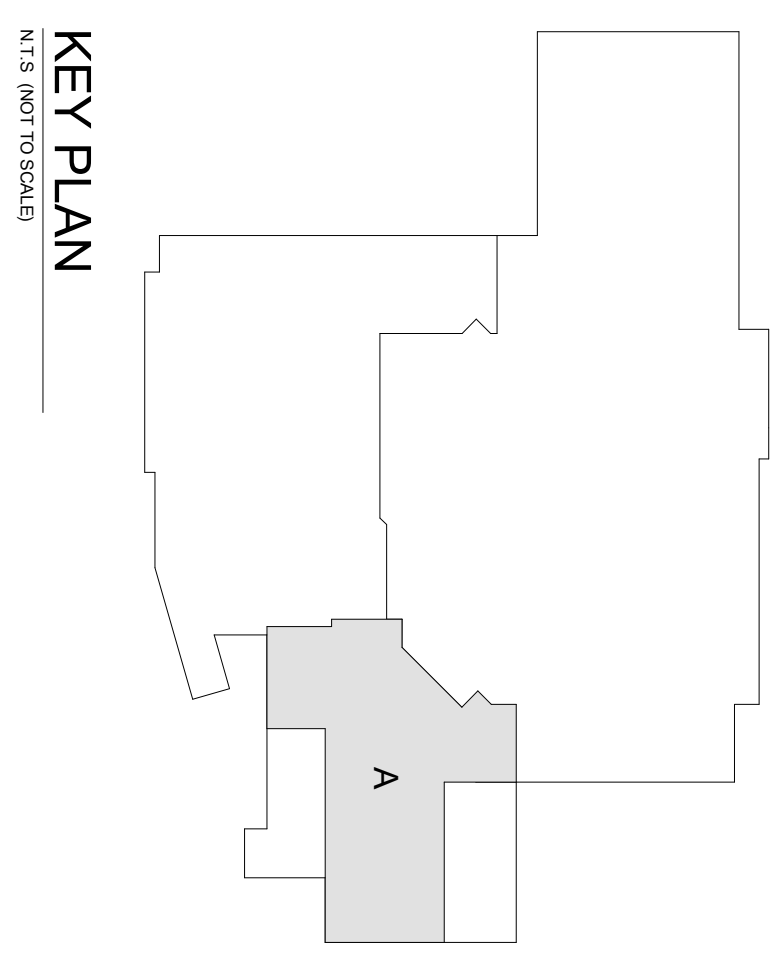
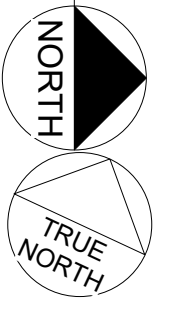
PROJ. NO. 2022-009  
DRAWN: AMH  
PROJ. MGR: JS  
DATE:



5/8/2023 9:14:30 AM



**A1** LEVEL 1 DEMO RCP - AREA A  
SCALE: 1/8" = 1'-0"



**GENERAL NOTES**

1. CONTRACTOR RESPONSIBILITIES: THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION AND ALL JOB RELATED SAFETY AND HEALTH MATTERS. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND STABILITY OF THE STRUCTURE DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE TEMPORARY SHORING, BRACING AND OTHER SUPPORTS AS NECESSARY TO MAINTAIN THE STRENGTH AND STABILITY OF THE STRUCTURE. IT IS THE CONTRACTOR'S RESPONSIBILITY FOR EXECUTING IT PROPERLY. CONTRACTOR SHALL, AT THEIR DISCRETION, EMPLOY A DESIGN OF TEMPORARY BRACING AND SHORING.
2. MAINTAIN THE INTEGRITY OF ALL BUILDING SYSTEMS & FINISHES REPAIR ANY DAMAGE DONE TO SURROUNDING AREAS / CONSTRUCTION DURING DEMOLITION.
3. ALL EXISTING CONDITIONS ARE NOT INDICATED ON THE DRAWINGS. SUB-CONTRACTORS SHALL CAREFULLY EXAMINE THE EXISTING INSTALLATIONS & ALL PROJECT DRAWINGS TO DETERMINE FINISHES WITHIN THE SCOPE OF WORK.
4. SUB-CONTRACTORS SHALL CLEAN CONSTRUCTION DEBRIS & DUST DAILY.
5. COORDINATE LOCATIONS OF SLAB REMOVAL WITH NEW CONSTRUCTION PLANS POSSIBLE.
6. COORDINATE EXTENT AND LOCATION OF FLOOR/WALL/CEILING/ROOF REMOVAL WITH NEW CONSTRUCTION PLANS.
7. CONTRACTORS SHALL PATCH & REPAIR ANY DAMAGE OR PENETRATIONS AT ALL ELEMENTS TO REMAIN (INCLUDING BUT NOT LIMITED TO WALLS, CEILINGS, FLOORS, ETC.) CAUSED BY DEMOLITION ACTIVITIES OR REMOVAL OF ITEMS NOT REPAIRABLE TO ORIGINAL STATE. EXISTING FINISH MATERIALS INCLUDING MILES, TRIM, ETC. SHALL BE PROTECTED & RETAINED UNLESS OTHERWISE NOTED.
8. REFER TO ALL OTHER DISCIPLINES TO COORDINATE ADDITIONAL DEMOLITION.
9. COORDINATE DEMOLITION SCHEDULE & TIMES WITH THE OWNER.
10. WHERE EXISTING WALLS ARE REMOVED PATCH SLABS & GRAND TOP OF STEM WALL TO MATCH FLOOR ON EITHER SIDE.
11. WHERE DEMOLITION OR CONSTRUCTION WORK OCCURS

**RCP - DEMOLITION LEGEND**

- EXISTING WALL TO REMAIN
- - - EXISTING WALL TO BE DEMOLISHED AND RECONSTRUCTED
- EXISTING CASEWORK, EQUIPMENT OR OTHER COMPONENTS TO BE REMOVED
- ▨ EXISTING CEILING TO BE REMOVED

**DEMO NOTES**

NUMBER	DESCRIPTION
0-26	TEMPORARY CONSTRUCTION WITH PARTITION TYPE XX
0-27	REMOVE ALUMINUM FRAMED CURTAIN WALL
0-33	REMOVE EXTENSION SOFFIT



Web: [www.alsc.com](http://www.alsc.com)  
2001 N. Washington, Ste. 400  
Spokane, WA 99201  
509.325.3300  
alsc@architects.com



**WENATCHEE CONVENTION CENTER**

**DESIGN DEVELOPMENT**

REV	DATE	DESCRIPTION

PROJ. NO. 2022-009  
DRAWN: AMH/JS  
PROJ. MGR: JS  
DATE: \_\_\_\_\_

**LEVEL 1 - DEMO RCP - AREA A**

**AD131**

© ALSC ARCHITECTS, P.S.



**GENERAL NOTES**

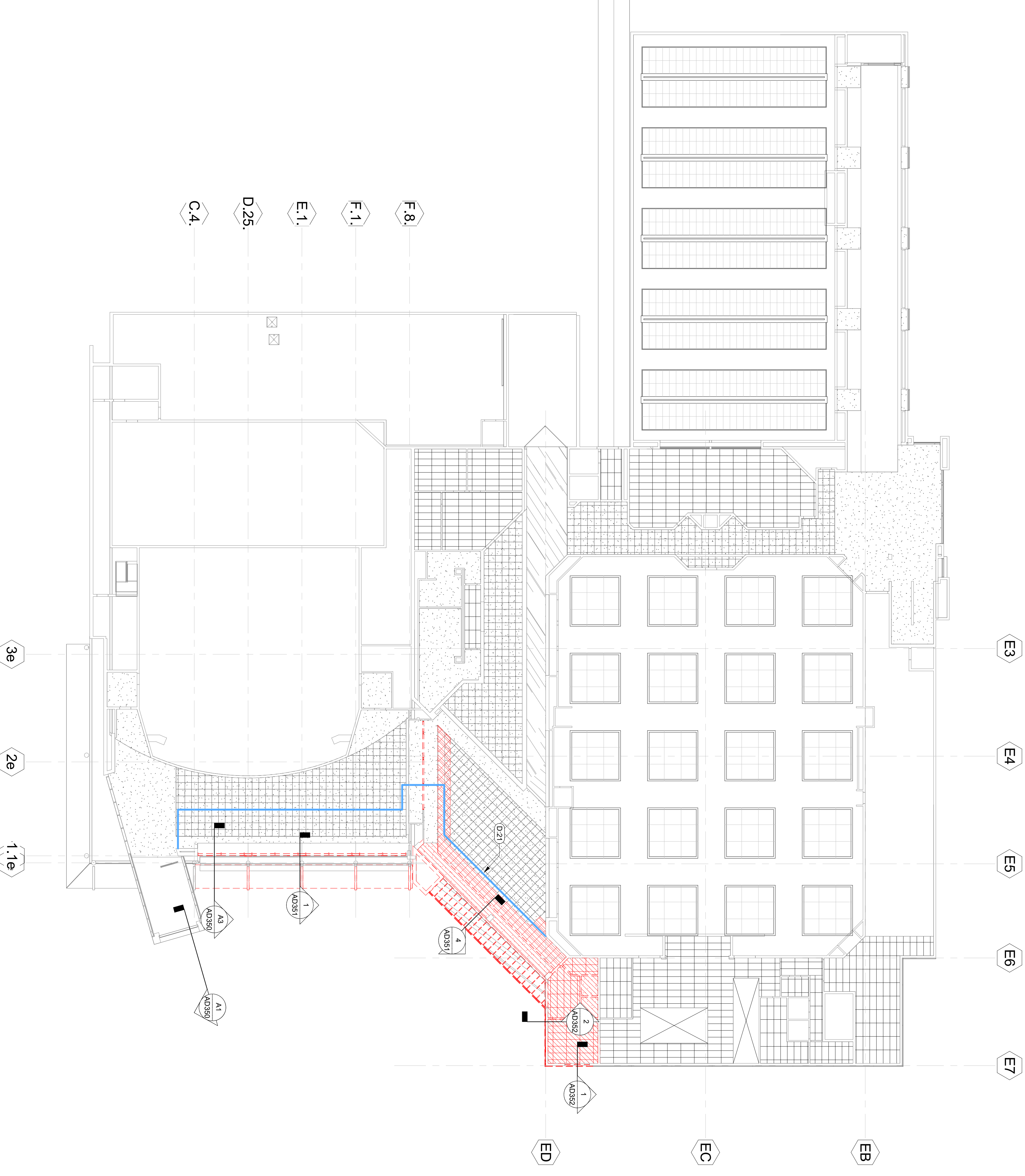
1. CONTRACTOR RESPONSIBILITIES: THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION AND ALL JOB RELATED SAFETY MATTERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND STRENGTH AND STABILITY OF THE STRUCTURE DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE TEMPORARY SHORING, BRACING AND OTHER SUPPORTS TO MAINTAIN THE STRUCTURE'S STRENGTH AND STABILITY. IT IS THE CONTRACTOR'S RESPONSIBILITY FOR EXECUTING IT PROPERLY. CONTRACTOR SHALL AT THEIR DISCRETION EMPLOY A DESIGN OF TEMPORARY BRACING AND SHORING.
2. MAINTAIN THE INTEGRITY OF ALL BUILDING SYSTEMS & PARTS. REPAIR ANY DAMAGE DONE TO SURROUNDING AREAS / CONSTRUCTION DURING DEMOLITION.
3. ALL EXISTING CONDITIONS ARE NOT INDICATED ON THE DRAWINGS. SUB-CONTRACTORS SHALL CAREFULLY EXAMINE THE EXISTING INSTALLATIONS & ALL PROJECT DRAWINGS TO BECOME FAMILIAR WITH THE SCOPE OF WORK.
4. SUB-CONTRACTORS SHALL CLEAN CONSTRUCTION DEBRIS & DUST DAILY.
5. COORDINATE LOCATIONS OF SLAB REMOVAL WITH NEW CONSTRUCTION PLANS POSSIBLE.
6. REMOVE EXISTING PARTS OF CONSTRUCTION PLANS.
7. CONTRACTORS SHALL PATCH & REPAIR ANY DAMAGE OR PENETRATIONS AT ALL ELEMENTS TO REMAIN (INCLUDING BUT NOT LIMITED TO WALLS, CEILING, FLOORS ETC.) CAUSED BY DEMOLITION ACTIVITIES OR REMOVAL OF ITEMS NOT REPAIRABLE TO ORIGINAL STATE. EXISTING FINISH MATERIALS INCLUDING TILES, TRIM, ETC. SHALL BE PROTECTED & RETAINED UNLESS OTHERWISE NOTED.
8. REFER TO ALL OTHER DISCIPLINES TO COORDINATE ADDITIONAL DEMOLITION.
9. COORDINATE DEMOLITION SCHEDULE & TIMES WITH THE OWNER.
10. WHERE EXISTING WALLS ARE REMOVED PATCH SLAB & GRAND TOP OF STEM WALL TO MATCH FLOOR ON EITHER SIDE.
11. WHERE DEMOLITION OR CONSTRUCTION WORK OCCURS

**RCP - DEMOLITION LEGEND**

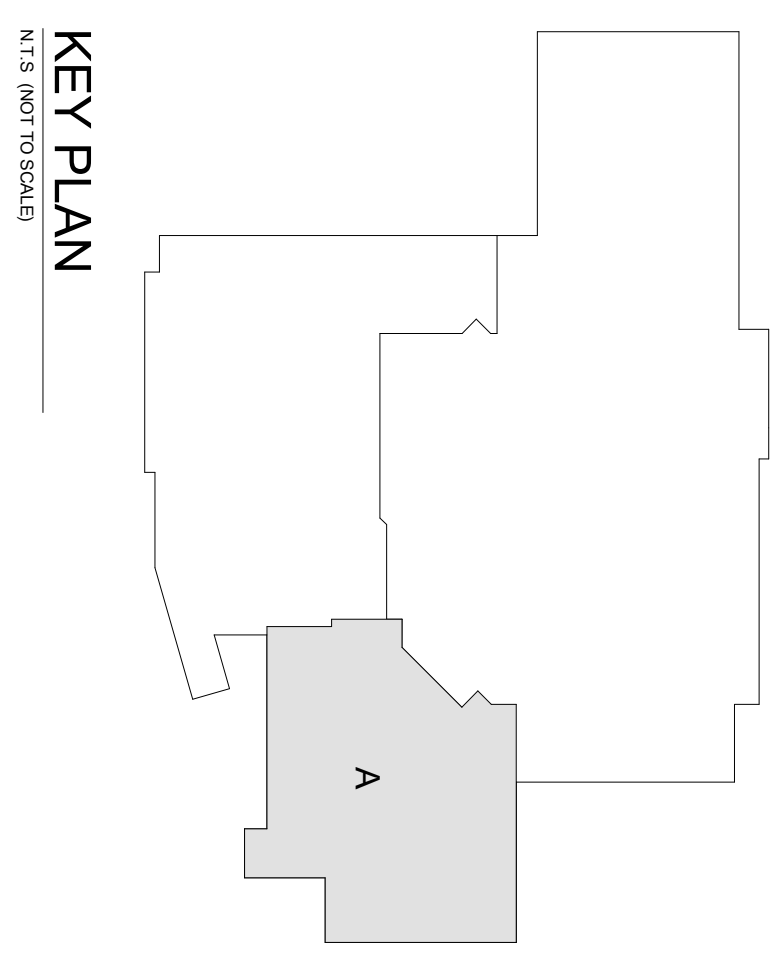
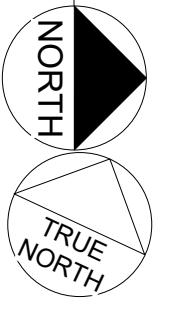
- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE DEMOLISHED AND
- EXISTING CASEWORK, EQUIPMENT OR OTHER REMOVED COMPONENTS TO BE REMOVED
- EXISTING CEILING TO BE REMOVED

**DEMO NOTES**

NUMBER	DESCRIPTION
D.21	TEMPORARY CONSTRUCTION WALL PARTITION TYPE XX



**A1**  
LEVEL 2 DEMO RCP - OVERALL  
SCALE: 1/8" = 1'-0"



**DESIGN DEVELOPMENT**

REV	DATE	DESCRIPTION

PROJ. NO. 2022-009  
 DRAWN: AMH/ur  
 PROJ. MNGR: JS  
 DATE:   
 © ALSC ARCHITECTS, P.S.

**LEVEL 2 - DEMO RCP - OVERALL**

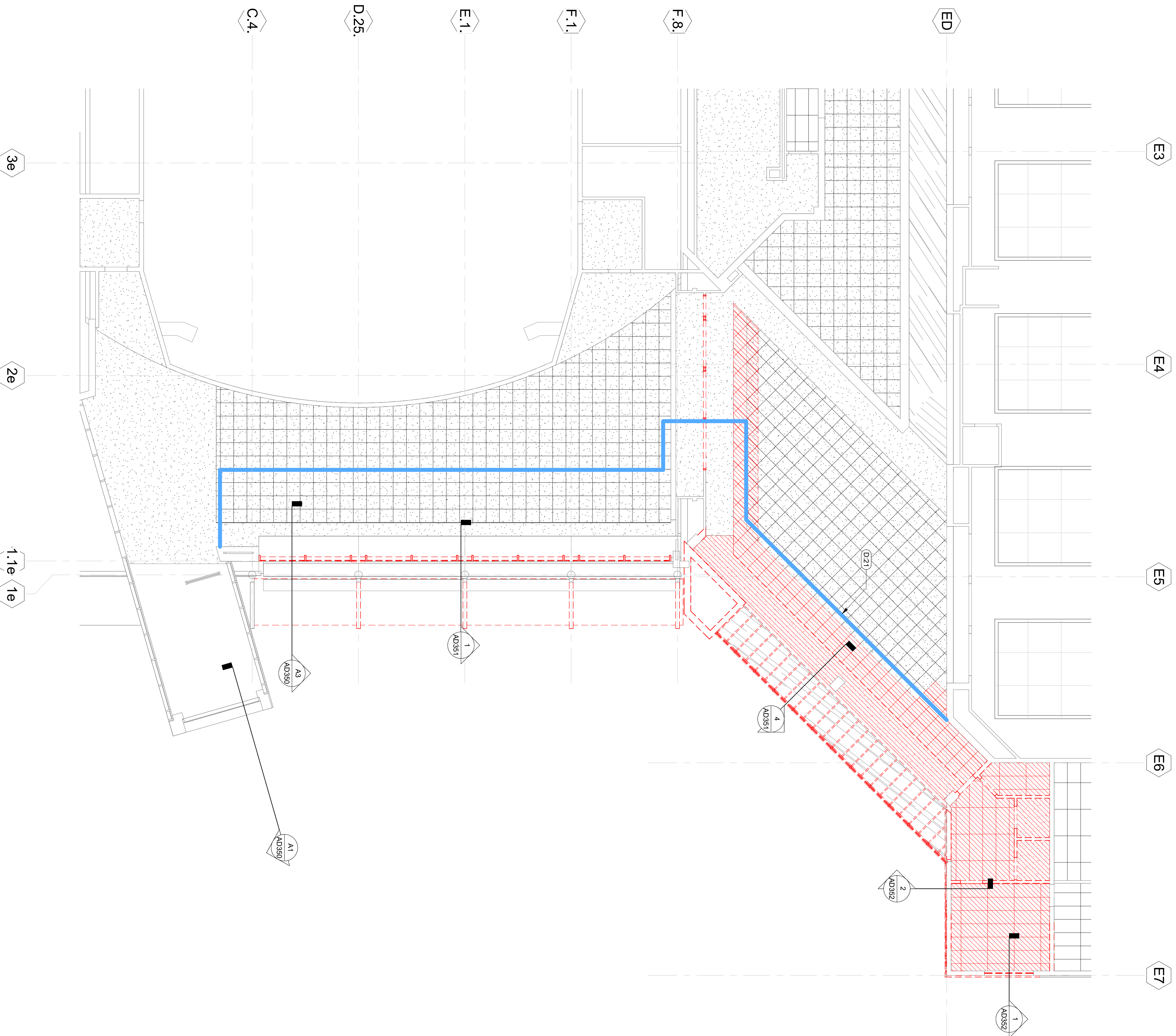
**AD140**

**CITY OF WENATCHEE**  
**City of Wenatchee**

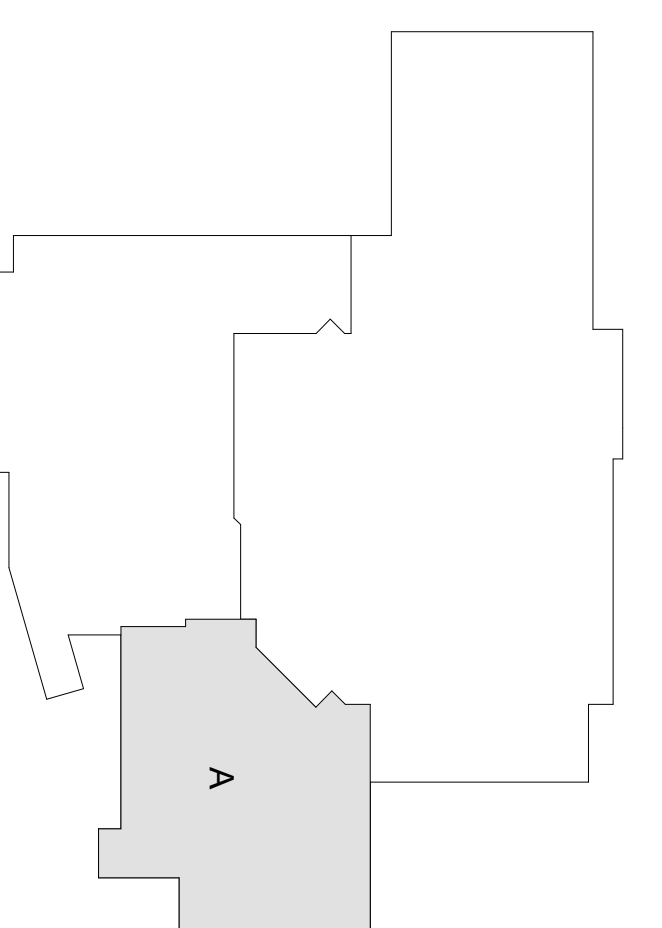
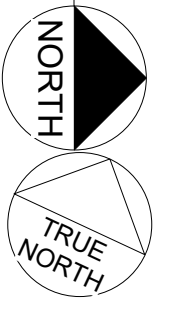
**WENATCHEE CONVENTION CENTER**

**ALSC ARCHITECTS**  
 Web: [www.alscarchitects.com](http://www.alscarchitects.com)  
 2001 N. Washington, Ste. 400  
 Wenatchee, WA 98801  
 509.662.8300  
 509.662.8300  
 alscc@architects.com





**A1**  
SCALE: 1/8" = 1'-0"  
**LEVEL 2 DEMO RCP - AREA A**



**GENERAL NOTES**

1. CONTRACTOR RESPONSIBILITIES: THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION AND ALL JOB RELATED SAFETY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, STRENGTH AND STABILITY OF THE STRUCTURE DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE TEMPORARY SHORING, BRACING AND OTHER SUPPORTS TO MAINTAIN THE STRENGTH AND STABILITY OF THE STRUCTURE. THE CONTRACTOR SHALL AT THEIR DISCRETION FURNISH A DESIGN OF TEMPORARY BRACING AND SHORING.
2. MAINTAIN THE INTEGRITY OF ALL BUILDING SYSTEMS & FINISHES REPAIR ANY DAMAGE DONE TO SURROUNDING AREAS / CONSTRUCTION DURING DEMOLITION.
3. ALL EXISTING CONDITIONS ARE NOT INDICATED ON THE DRAWINGS. SUB-CONTRACTORS SHALL CAREFULLY EXAMINE THE EXISTING INSTALLATIONS & ALL PROJECT DRAWINGS TO DETERMINE FINISHES WITHIN THE SCOPE OF WORK.
4. SUB-CONTRACTORS SHALL CLEAN CONSTRUCTION DEBRIS & DUST DAILY.
5. COORDINATE LOCATIONS OF SLAB REMOVAL WITH NEW CONSTRUCTION PLANS WHERE POSSIBLE.
6. COORDINATE EXTENT AND LOCATION OF FLOOR/WALL/CEILING/ROOF REMOVAL WITH NEW CONSTRUCTION PLANS.
7. CONTRACTORS SHALL PATCH & REPAIR ANY DAMAGE OR PENETRATIONS AT ALL ELEMENTS TO REMAIN (INCLUDING BUT NOT LIMITED TO: WALLS, CEILING, FLOORS, ETC.) CAUSED BY DEMOLITION ACTIVITIES OR REMOVAL OF ITEMS NOT REPAIRABLE TO ORIGINAL STATE. EXISTING FINISH MATERIALS INCLUDING TILE, LINOLEUM, FINISH, ETC. SHALL BE PROTECTED & RETAINED UNLESS OTHERWISE NOTED.
8. REFER TO ALL OTHER DISCIPLINES TO COORDINATE ADDITIONAL DEMOLITION.
9. COORDINATE DEMOLITION SCHEDULE & TIMES WITH THE OWNER.
10. WHERE EXISTING WALLS ARE REMOVED PATCH SLAB & GRAND TOP OF STEM WALL TO MATCH FLOOR ON EITHER SIDE.
11. WHERE DEMOLITION OR CONSTRUCTION WORK OCCURS

**RCP - DEMOLITION LEGEND**

- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE DEMOLISHED AND
- EXISTING CASEWORK, EQUIPMENT OR OTHER COMPONENTS TO BE REMOVED
- EXISTING CEILING TO BE REMOVED

**DEMO NOTES**

NUMBER	DESCRIPTION
021	TEMPORARY CONSTRUCTION WALL PARTITION TYPE XX

**WENATCHEE CONVENTION CENTER**



**DESIGN DEVELOPMENT**

REV	DATE	DESCRIPTION

PROJ. NO. 2022-009  
 DRAWN: AMH/ir  
 PROJ. MGR: JS  
 DATE:

© ALSC ARCHITECTS, P.S.

**LEVEL 2 - DEMO RCP - AREA A**

**AD141**



THIRD AMENDMENT  
TO THE GROUND LEASE  
BETWEEN  
THE CITY OF WENATCHEE  
AND  
NUMERICA PERFORMING ARTS CENTER

This Third Amendment to Ground Lease (“Amendment”) is entered into between CITY OF WENATCHEE, a municipal corporation (“City”), and NUMERICA PERFORMING ARTS CENTER, formerly known as SUPPORTERS OF THE CENTER, INC., a non-profit corporation organized under the laws of the State of Washington (“PAC”). The City and PAC are collectively referred to as the “Parties” or individually as the “Party.”

**RECITALS**

- A. The City and PAC have entered into a Ground Lease that is dated May 26, 1998, that has periodically been amended as follows:
1. On October 1, 2005, the First Amendment was entered into and it modified the rental provisions of the Ground Lease among other things.
  2. On June 10, 2010, the Second Amendment was entered into and it continued the then-annual rent amount and the amended the leased area. It should be noted that the Second Amendment was erroneously titled “Third Amendment to Ground Lease.” It should have been titled “Second Amendment to Ground Lease.”

The Ground Lease, together with all amendments shall be collectively referenced as the “Ground Lease.”

- B. PAC has constructed the Numerica Performing Arts Center on the leased premises (“PAC building”). The PAC building is commonly located at 123 N. Wenatchee Ave., Wenatchee, Washington.
- C. The City owns the Wenatchee Convention Center (“WCC”). The WCC is commonly located at 121 N. Wenatchee Ave., Wenatchee, Washington.
- D. The buildings for the PAC and the WCC abut each other in certain locations and adjoin each other in other locations.

- E. The City is in the process of remodeling the WCC, pending City Council approval, and it is anticipated that the remodel will affect the PAC building and will change the footprint of the PAC building.
- F. The Parties now wish to amend the Ground Lease a third time to reflect the changes to the footprint of the PAC building.
- G. In addition to the Current Leased Area, the City has permitted the PAC to use the WCC elevators, bathrooms, and other public portions of the WCC building, including the access, ingress and egress from the WCC to the PAC building (collectively the “Licensed Areas”). PAC’s use of to the Licensed Areas shall continue during the WCC remodel and upon completion of the WCC remodel. PAC’s continued use of the Licensed Areas will be outlined in a Maintenance and Operation Agreement where the Parties will also outline their respective maintenance and operation duties regarding the Licensed Areas as contemplated by Section 36 of the Ground Lease dated May 26, 1998. The Maintenance and Operation Agreement shall provide that the City shall continue to be responsible for the Licensed Areas, and the Maintenance and Operation Agreement is in the process of being drafted and negotiated by the Parties.

In consideration of the mutual promises contained in this Amendment, the Parties agree as follows:

### **AMENDMENT**

1. The PAC’s leased area is depicted on the map attached to Exhibit “A” of the Ground Lease, as amended by the Second Amendment to the Ground Lease. The Parties acknowledge that the current leased area is as shown on Exhibit “A” to this Amendment, which is attached hereto and incorporated herein by this reference (“Current Leased Area”).
2. The Parties wish to amend the leased area to be that area which is shown on Exhibit “B” to this Amendment, which is attached hereto and incorporated herein by this reference (“New Leased Area”). The New Leased Area will be that area that will be leased to the PAC pursuant to the Ground Lease after the completion of the WCC remodel. Upon the substantial completion of the WCC remodel, the lease area depicted on the map attached to Exhibit “A” of the Ground Lease shall be and hereby is amended to reflect that area shown on Exhibit “B” to this Amendment. The Parties anticipate entering into a Maintenance and Operation Agreement in coordination with this Amendment that will outline each Party’s rights and responsibilities to the other Party’s open spaces, including the Licensed Areas.

- 3. For demonstrative purposes, Exhibit “C” to this Amendment depicts the changes between Current Leased Area and the New Leased Area. Exhibit “C” is attached to this Amendment and incorporated herein by this reference.
- 4. This Amendment shall not be recorded, but concurrent with the execution of this Amendment, the Parties shall execute a “Memorandum of Lease” in substantially the form attached hereto as Exhibit “D” and cause the same to be recorded with the Chelan County Auditor, which recording shall not occur prior to the effective date of this Amendment.
- 5. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument. The date upon which the last of both of the parties have executed a counterpart of this Amendment shall be the “date of mutual execution” hereof. The “effective date” of this Amendment shall be the date of substantial completion of the WCC remodel. This Amendment shall not become effective if the City Council fails to enter into a contract with a construction contractor by April 17, 2024, for the remodeling of the WCC, which includes work to be completed on the PAC building as shown on Exhibit B to this Amendment.
- 6. The recitals are incorporated into this Amendment by this reference. Except as modified by this Amendment, all other provisions of the Ground Lease remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the following dates:

CITY OF WENATCHEE:

NUMERICA PERFORMING ARTS CENTER:

By: \_\_\_\_\_  
Laura Gloria, City Administrator

By: \_\_\_\_\_  
(Sign Name)

Date: \_\_\_\_\_

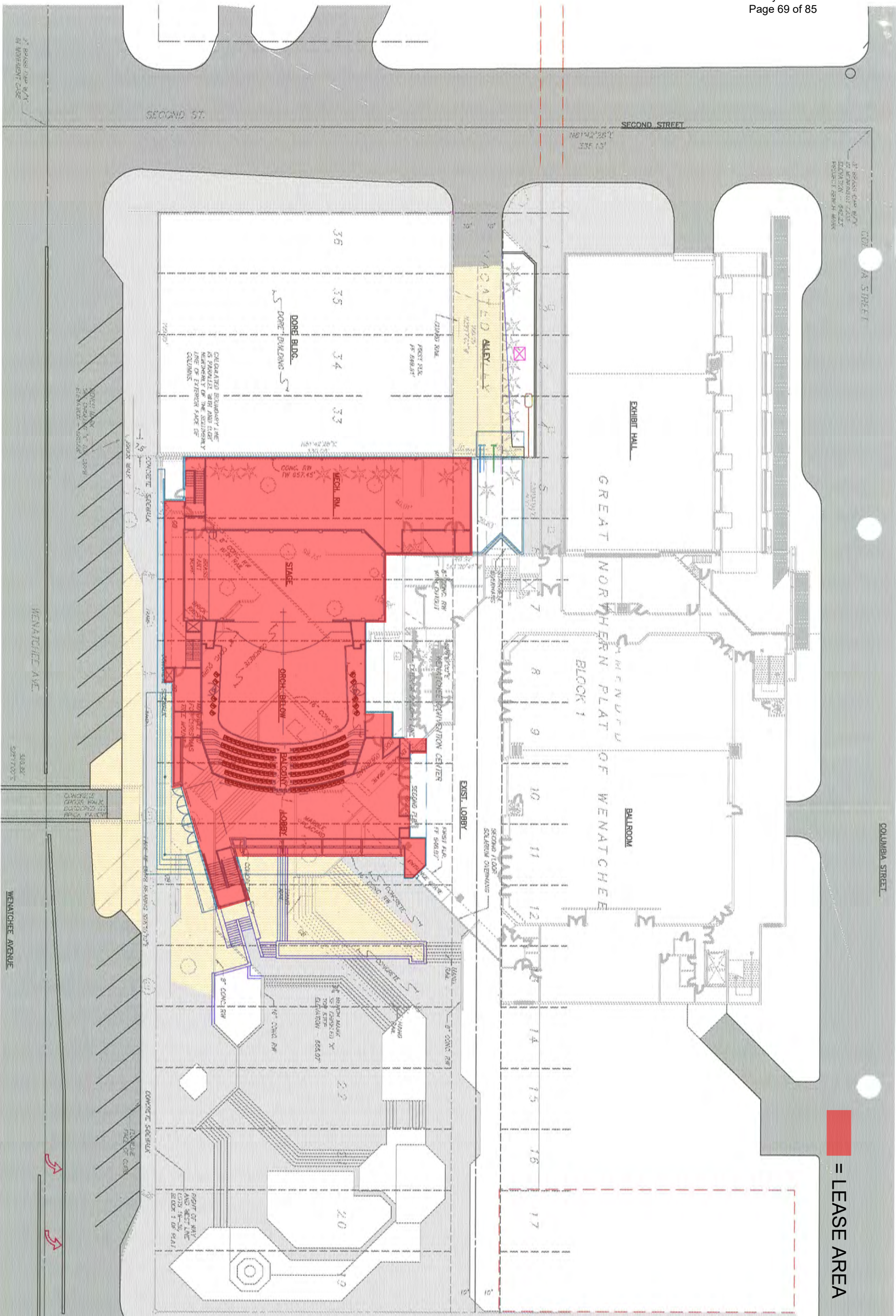
\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

THIRD AMENDMENT  
TO THE GROUND LEASE

**EXHIBIT A**  
**CURRENT LEASED AREA**  
**(Blue Shaded Area)**



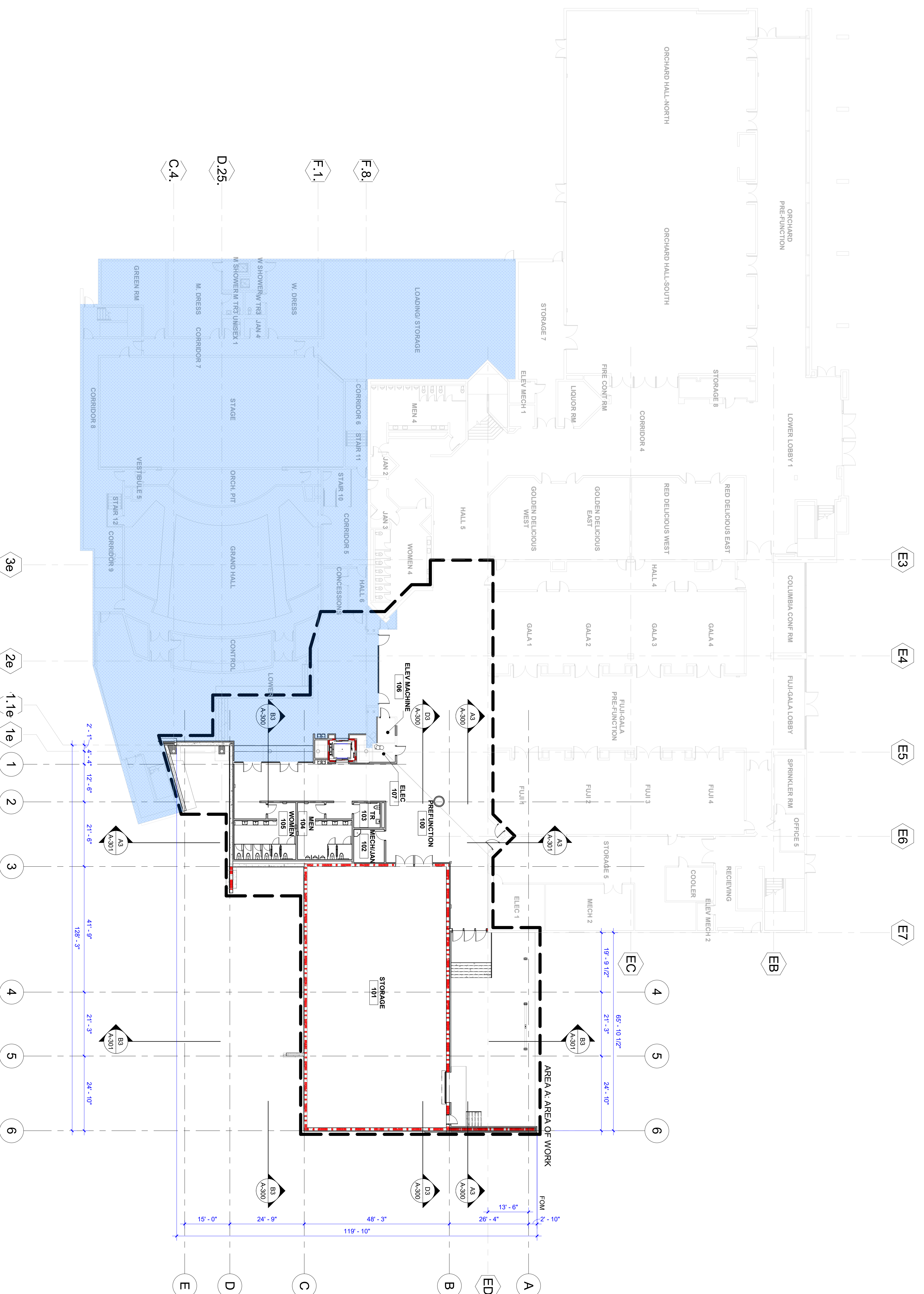


 = LEASE AREA

THIRD AMENDMENT  
TO THE GROUND LEASE

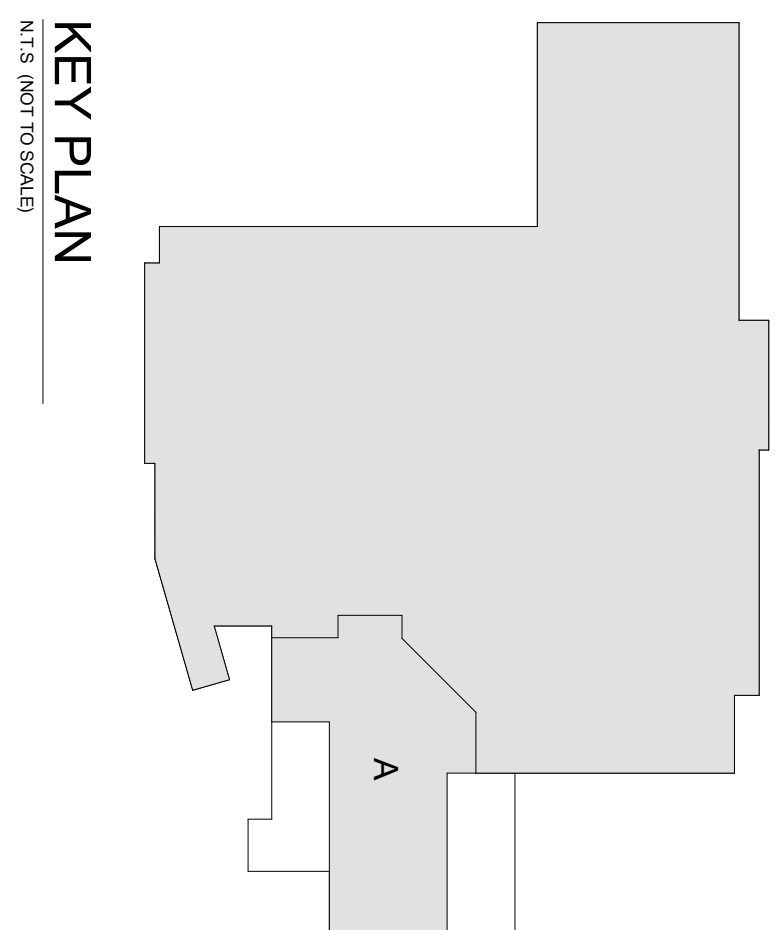
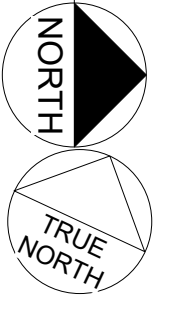
**EXHIBIT B**  
**NEW LEASED AREA**  
**(Blue Shaded Area)**





**FINAL PAC FOOTPRINT - LVL 1**

**A1 LEVEL 1 FLOOR PLAN - OVERALL**  
SCALE: 1/8" = 1'-0"

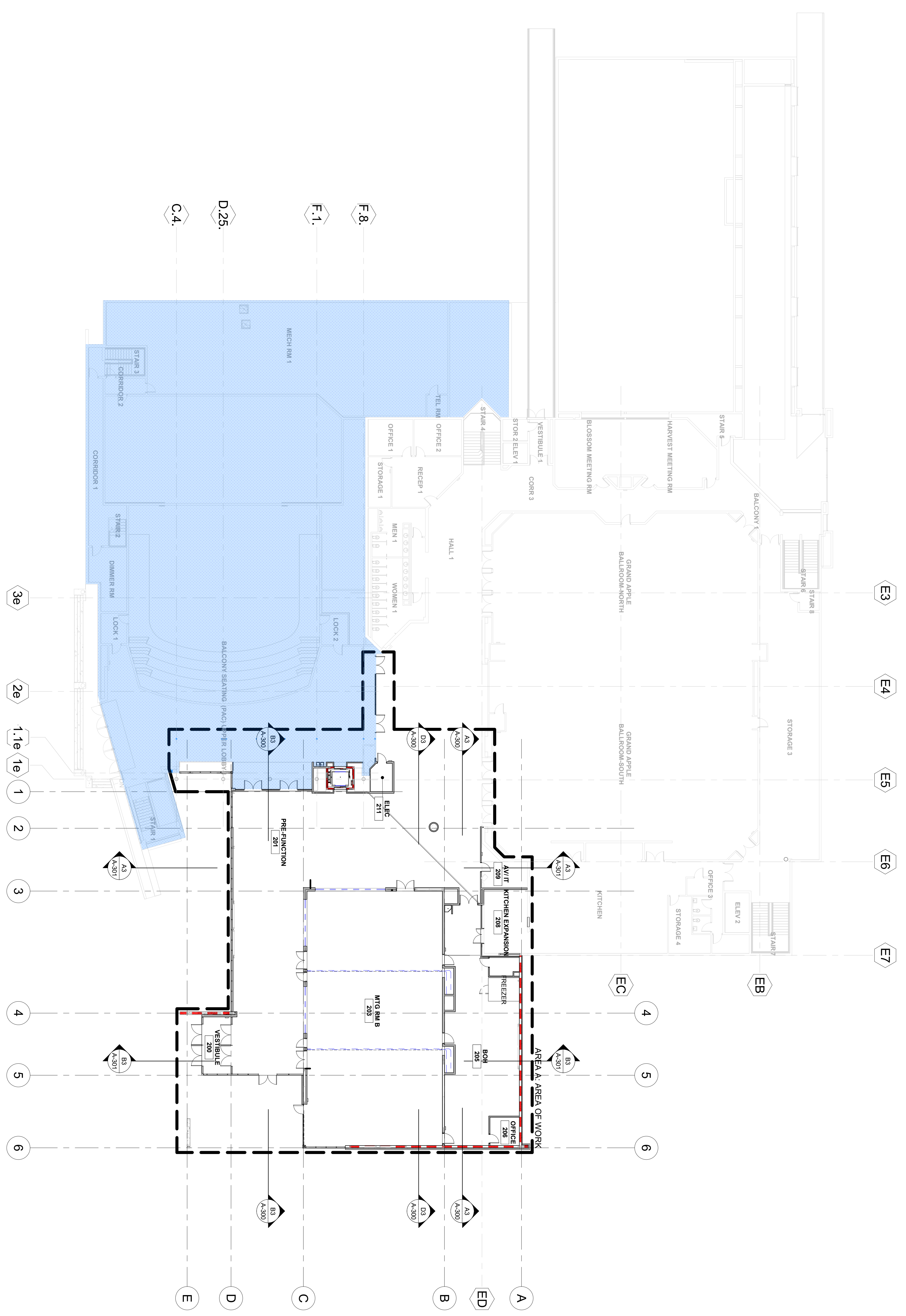


KEY PLAN  
N13 NORTH ARROW

REV	DATE	DESCRIPTION

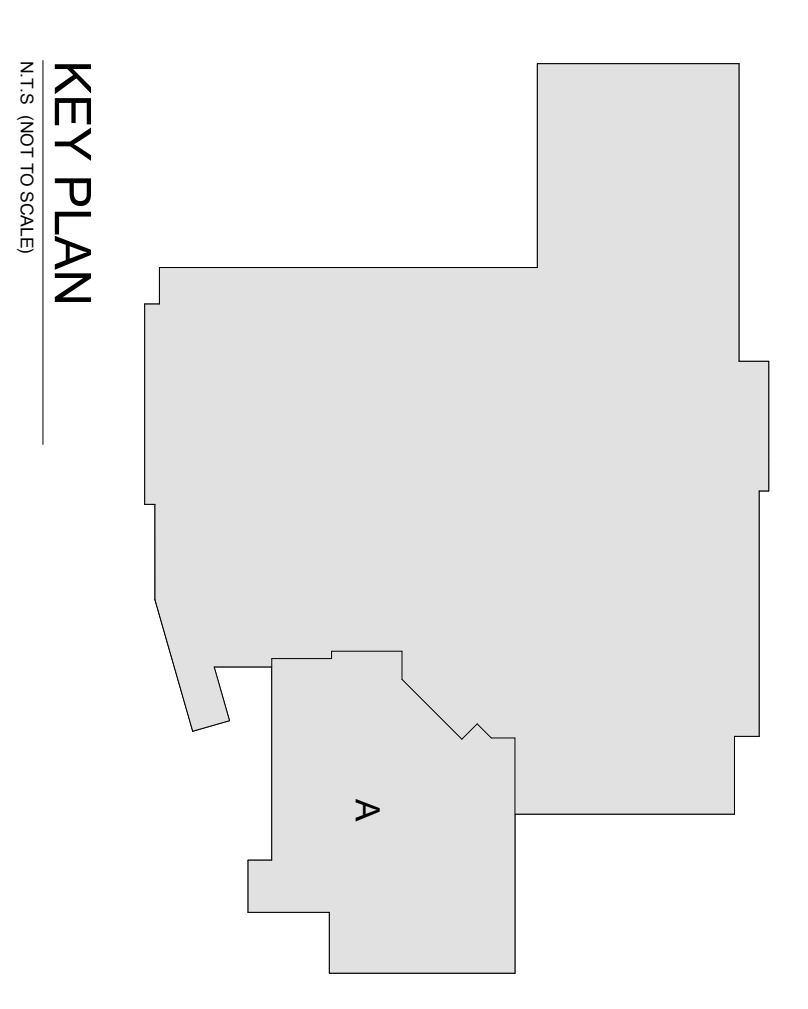
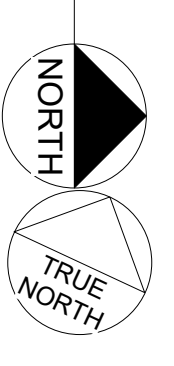
PROJ. NO. 2022-009  
DRAWN JTS/DJT  
PROJ. MGR. JVS  
DATE 06/15/2023  
© ALSC ARCHITECTS, P.S.

7/14/2023 11:12:14 AM



**FINAL PAC FOOTPRINT - LVL 2**

**A1** LEVEL 2 FLOOR PLAN - OVERALL  
SCALE: 1/8" = 1'-0"



KEY PLAN  
N13 NORTH ARROW

REV	DATE	DESCRIPTION

PROJ. NO. 2022-009  
DRAWN JTS/DJT  
PROJ MGR JVS  
DATE 06/15/2023  
© ALSC ARCHITECTS, P.S.

LEVEL 2 - FLOOR PLAN - OVERALL

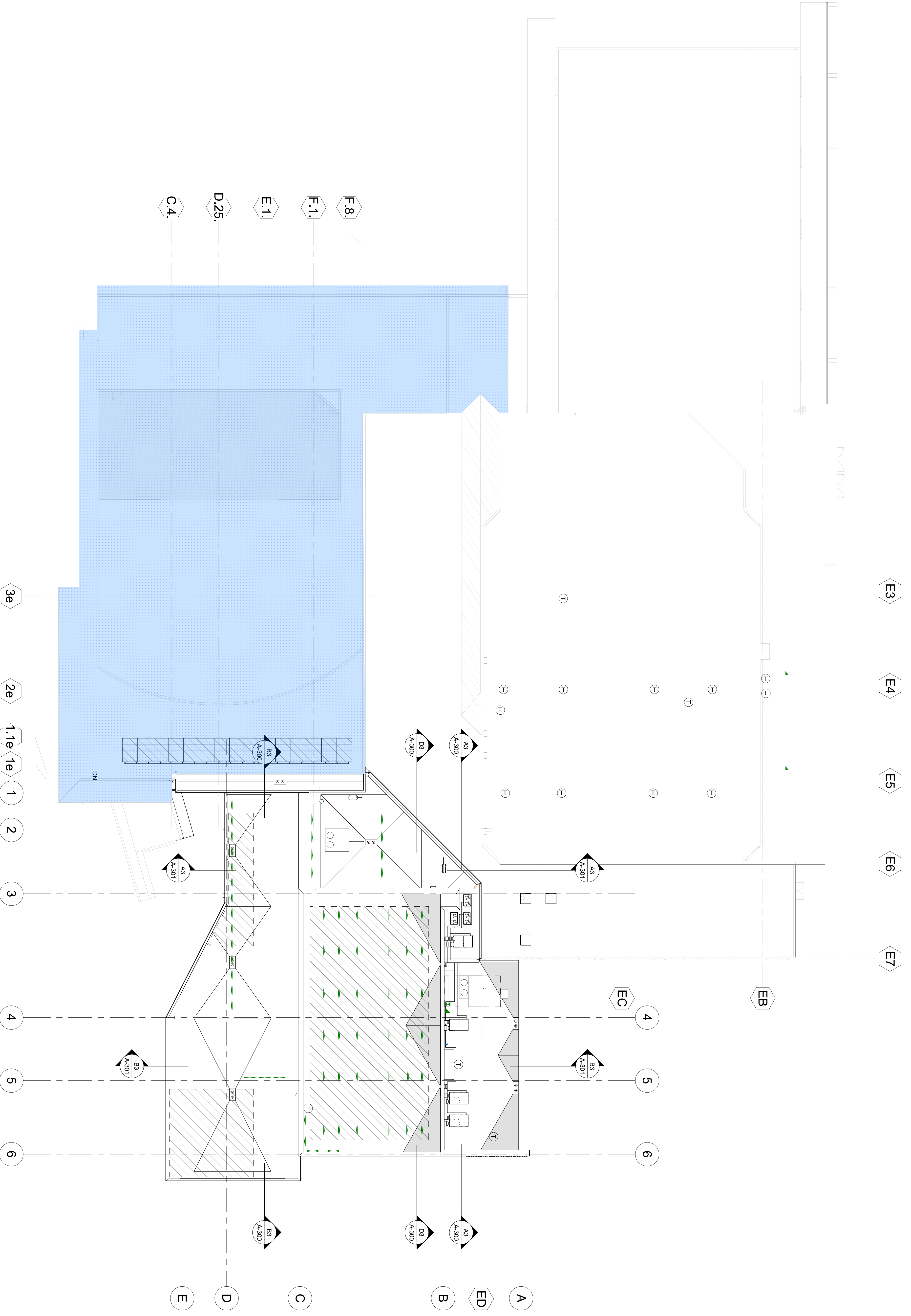


**GENERAL NOTES**

1. ARROWS INDICATE DIRECTION OF SLOPE. TYP. SLOPE: 1/2" PER FT. TYP.
2. SEE MECHANICAL DIVIS FOR MORE INFORMATION, EQUIPMENT & ROOF PENETRATIONS
3. PROVIDE TAPERED INSULATION CRICKET AT ALL MECH EQUIPMENT
4. SEE AREA ROOF PLANS FOR ADDITIONAL INFORMATION

**MATERIAL LEGEND - ROOF**

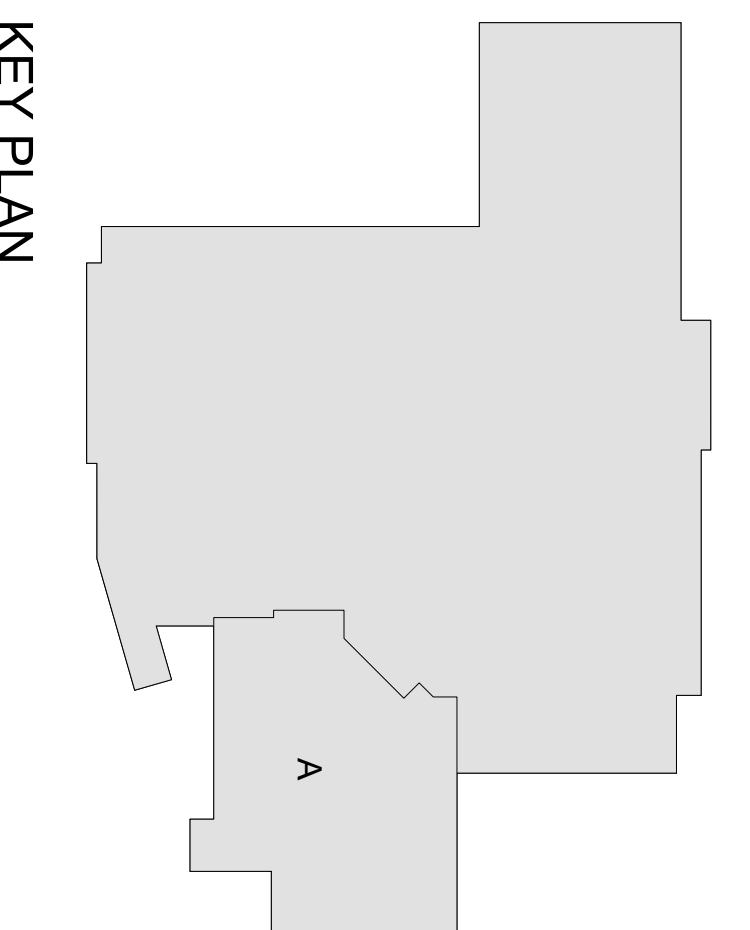
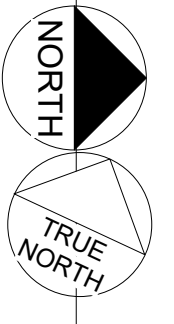
	MEMBRANE ROOFING ASSEMBLY, ART		TPO WALK PAD
	MEMBRANE ROOFING ASSEMBLY, ART + TAPERED INSUL.		EXTENTS OF SOLAR READY ZONE (WSEC 0411) PROVIDED 4'x22' TYPICAL



**FINAL PAC FOOTPRINT - ROOF**

**A1 ROOF PLAN - OVERALL**

SCALE: 1/8" = 1'-0"



KEY PLAN



**WENATCHEE CONVENTION CENTER EXPANSION**

CITY OF WENATCHEE

**CONSTRUCTION DOCUMENTS 50% SET**

REV	DATE	DESCRIPTION

PROJ. NO. 2022-009  
 DRAWN JTS/DJT  
 PROJ MNGR JVS  
 DATE 06/15/2023

ALSC ARCHITECTS, P.C.

**ROOF PLAN - OVERALL**

**A-180**





THIRD AMENDMENT  
TO THE GROUND LEASE

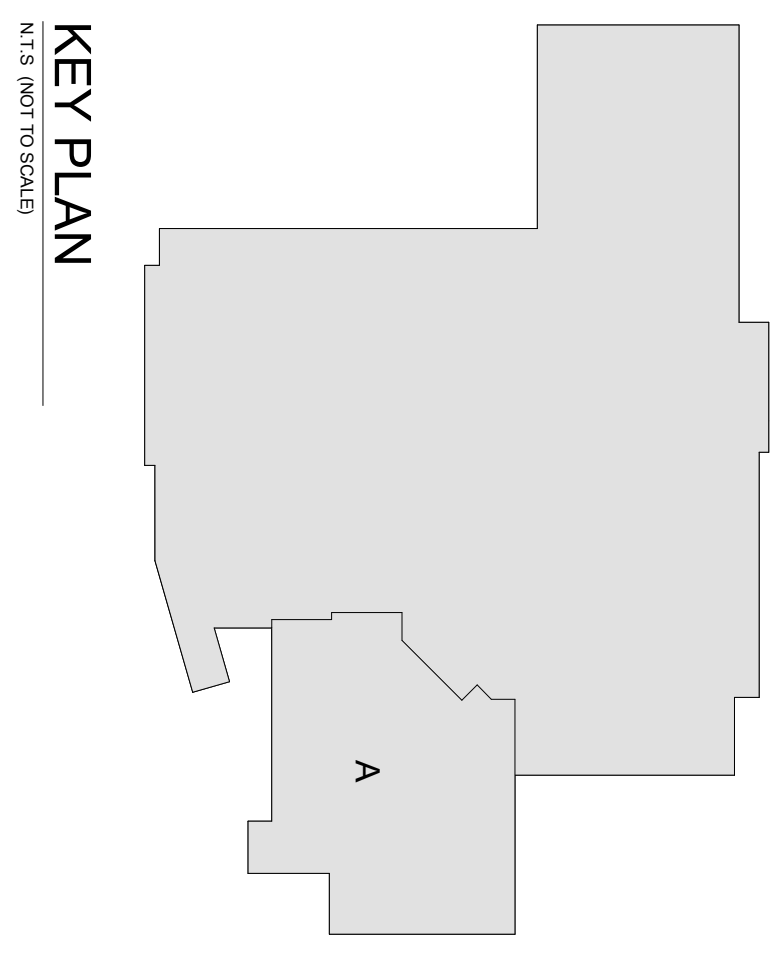
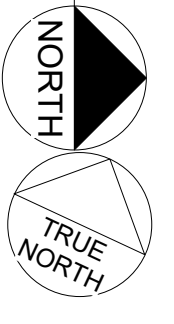
**EXHIBIT C**  
**CHANGES BETWEEN THE**  
**CURRENT LEASED AREA AND THE NEW LEASED AREA**

7/14/2023 11:12:11 AM



**CURRENT PAC FOOTPRINT - LVL 1**

**A1 LEVEL 1 FLOOR PLAN - EXISTING**  
SCALE: 1/8" = 1'-0"



- GENERAL NOTES**
- DIMENSIONS ARE TO FACE OF STUDO AT PARTITIONS, GRID LINES, FACE OF CMU, AND CENTERLINE OF COLUMNS UNLESS CLEAR DIMENSIONS INDICATE CLEAR DIMENSIONS FROM FACE OF WALL FINISH.
  - CLEAR DIMENSIONS INDICATE CLEAR DIMENSIONS FROM FACE OF WALL FINISH.
  - WALL TYPES DEFINE THE ENTIRE LENGTH OF A WALL ON THE WALL SIDE NOTED FROM CORNER TO CORNER (UNLESS SHEET LISTS WALL TYPE LEGEND). OVERSIZED PROVIDE WALL INFILL TO MEET WALL RATING. WALL TYPES SHALL BE AS SHOWN IN WALL TYPE LEGEND.
  - MASONRY DIMENSIONS ARE NOMINAL. VERIFY ACTUAL DIMENSIONS.
  - SEE DOOR SCHEDULE FOR DOOR AND REJUTE FRAME TYPES AND DETAIL REFINISHES.
  - SEE SHEETS G-003 AND G-004 FOR RATED WALL LOCATIONS. PROVIDE FIRE RATED PARTITION WALLS TO MEET WALL RATING. OVERSIZED PROVIDE WALL INFILL TO MEET WALL RATING.
  - SEE ENLARGED PLANS FOR ADDITIONAL NOTES, INTERIOR ELEVATION CALLOUTS AND OTHER DETAILS WITHIN THE CALLOUT AREA.
  - SEE SITE PLAN FOR KNOX BOX LOCATIONS. VERIFY LOCATIONS WITH THE FIRE DEPARTMENT.

**PLAN NOTES**

NUMBER	DESCRIPTION

3031 N. Washington, Ste. 400  
Wenatchee, WA 98801  
509.662.1400  
alscarchitects.com

**CITY OF  
WENATCHEE**

**WENATCHEE  
CONVENTION  
CENTER  
EXPANSION**

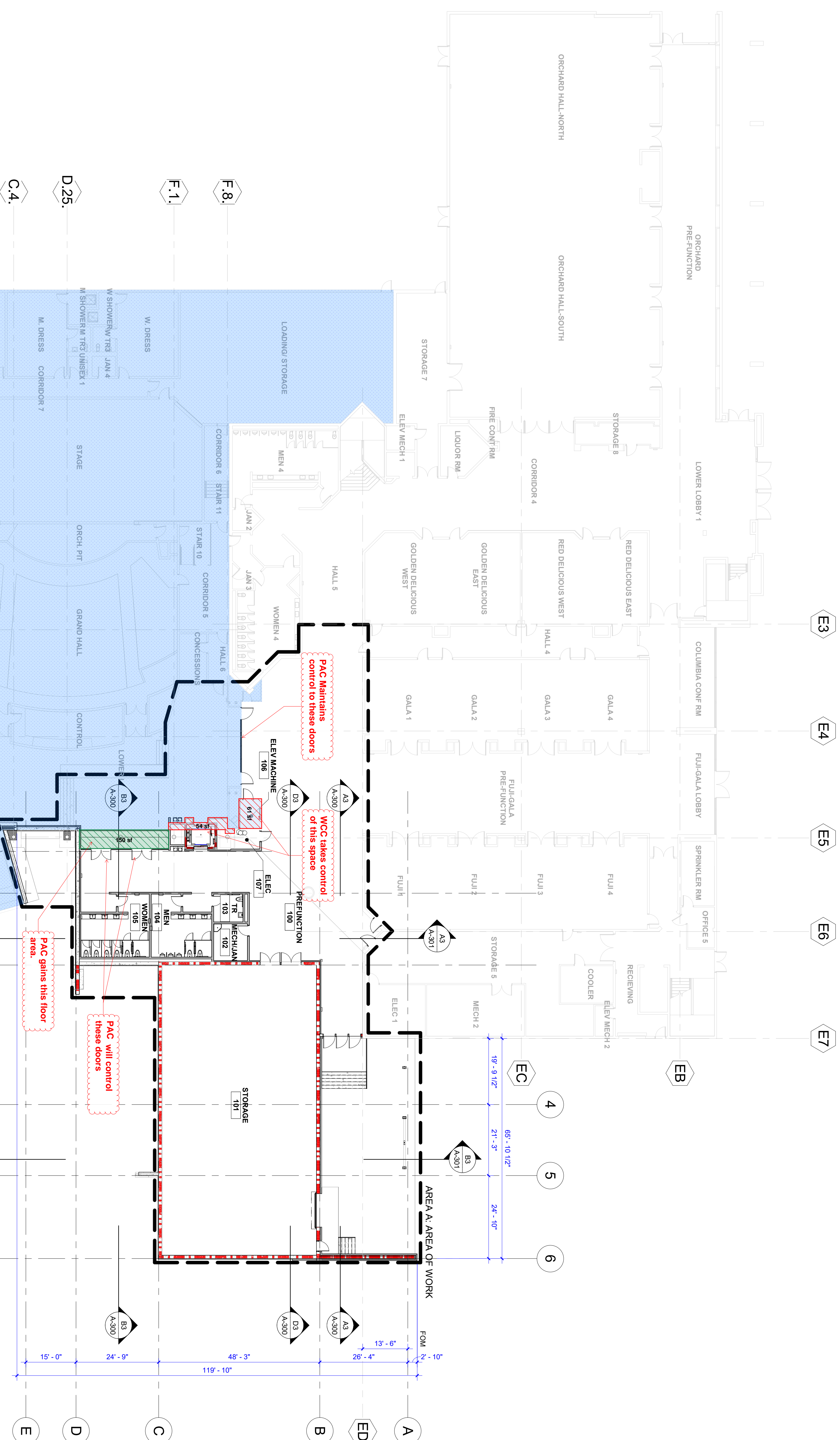
**DESIGN  
DEVELOPMENT**

REV	DATE	DESCRIPTION

PROJ. NO. 2022-009  
DRAWN: [Name]  
PROJ. MGR: JVS  
DATE: 3/31/23  
© ALSC ARCHITECTS, P.S.

**LEVEL 1 -  
FLOOR PLAN -  
EXISTING**

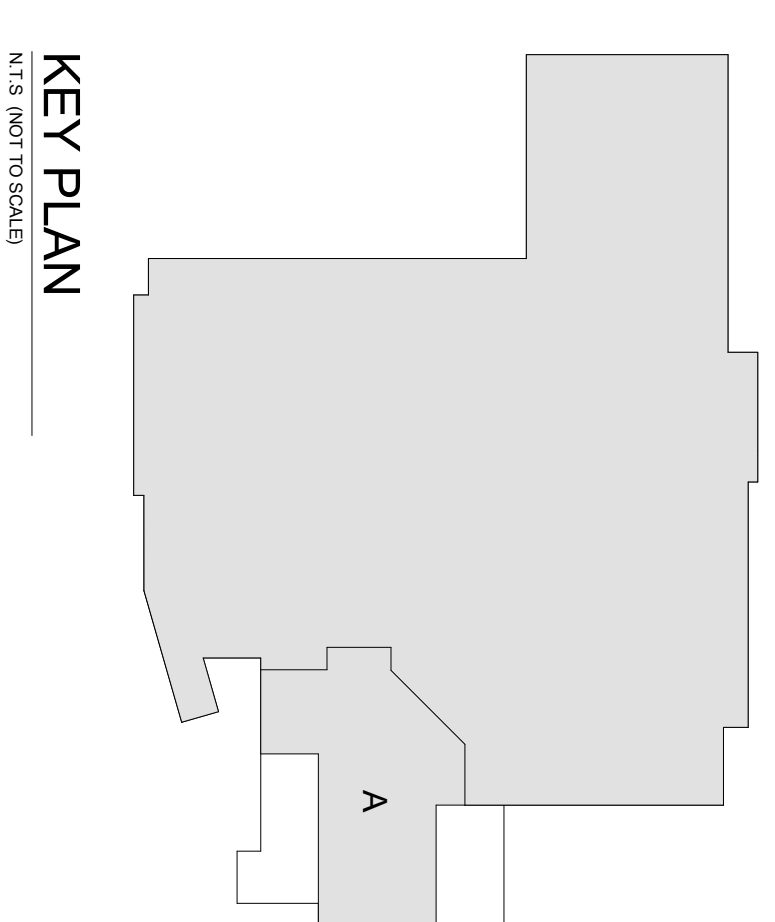
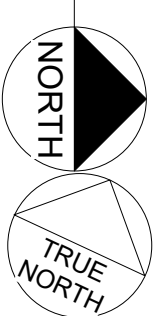
**A-100**



**REVISED PAC FOOTPRINT - LVL 1**

- PAC floor area summary Level 1:**
- Floor area deducted: 115 sf
- Floor area added: 150 sf
- Total Level 1 floor area added: 35 sf**

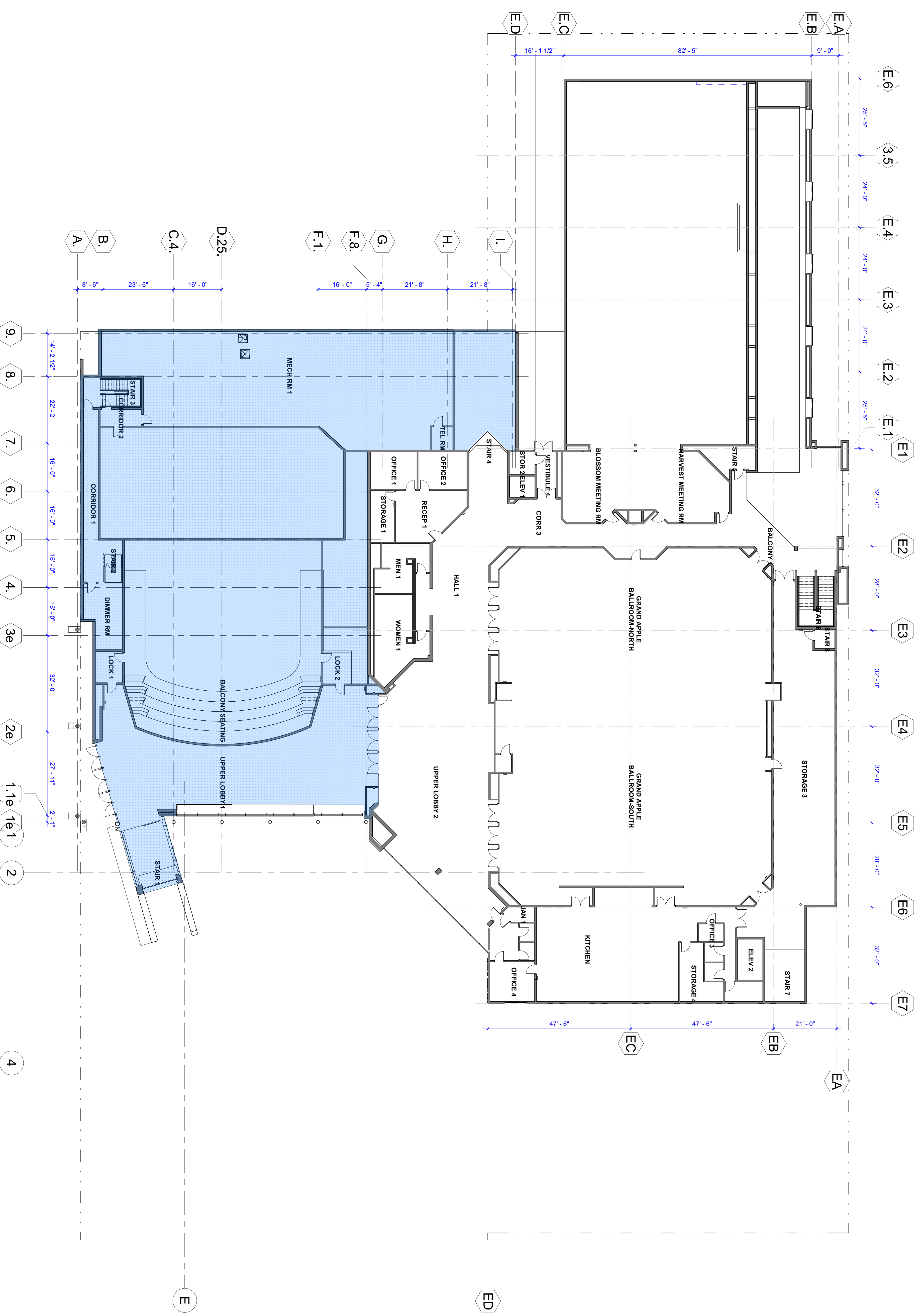
**A1 LEVEL 1 FLOOR PLAN - OVERALL**  
SCALE: 1/8" = 1'-0"



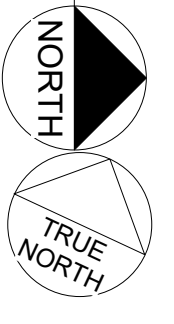
REV	DATE	DESCRIPTION

PROJ. NO. 2022-009  
 DRAWN JTS/DJT  
 PROJ. MGR. JVS  
 DATE 06/15/2023  
 © ALSC ARCHITECTS, P.S.

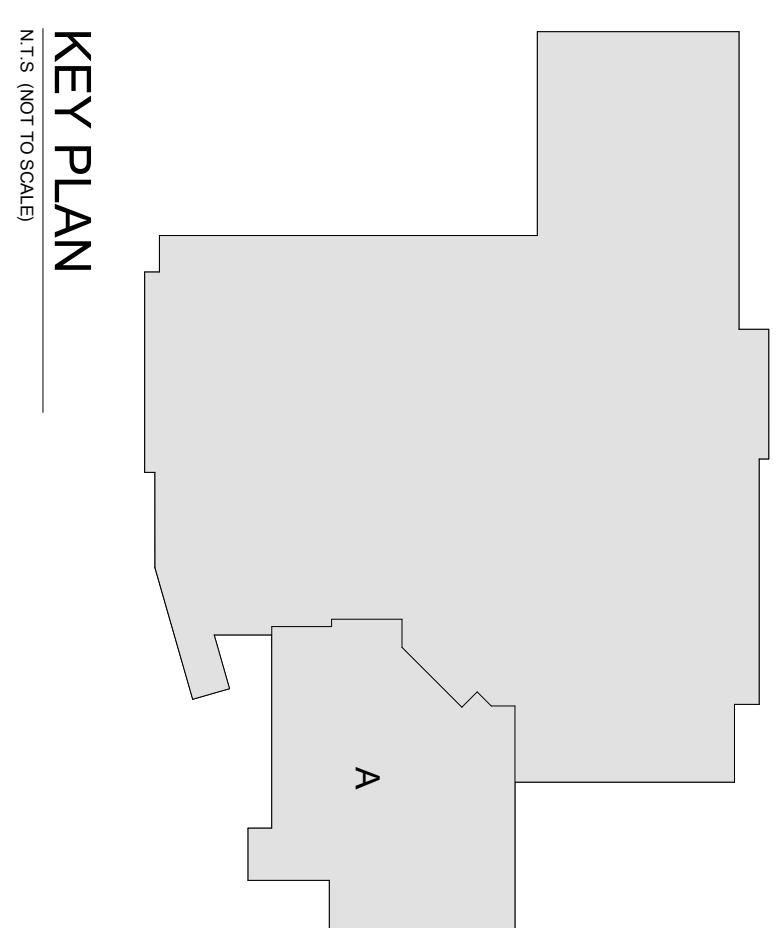




**A1** LEVEL 2 FLOOR PLAN - EXISTING  
SCALE: 1/8" = 1'-0"



**CURRENT PAC FOOTPRINT - LVL 2**



**GENERAL NOTES**

1. DIMENSIONS ARE TO FACE OF STUDO AT PARTITIONS; GRID LINES, FACE OF CMU, AND CENTERLINE OF COLUMNS UNO. CLEAR DIMENSIONS INDICATE CLEAR DIMENSIONS FROM FACE OF WALL FINISH.
2. CLEAR DIMENSIONS INDICATE CLEAR DIMENSIONS FROM FACE OF WALL FINISH.
3. WALL TYPES DEFINE THE ENTIRE LENGTH OF A WALL ON THE WALL SIDE NOTED FROM CORNER TO CORNER AND, SEE SHEET A-101 FOR WALL TYPES LEGEND BE A-101 (SEE WALL TYPE LEGEND).
4. MASONRY DIMENSIONS ARE NOMINAL, VERIFY ACTUAL DIMENSIONS.
5. SEE DOOR SCHEDULE FOR DOOR AND RELITE FRAME TYPES AND DETAIL REFINISHES.
6. SEE SHEETS G-001 AND G-004 FOR RATED WALL LOCATIONS, PROVIDE FIRE OVERSIZED PROVIDE WALL INFILL TO MEET WALL FIRE RATINGS.
7. SEE ENLARGED PLANS FOR ADDITIONAL NOTES, INTERIOR ELEVATION CALLOUTS AND OTHER DETAILS WITHIN THE CALLOUT AREA.
8. SEE SITE PLAN FOR KNOX BOX LOCATIONS, VERIFY LOCATIONS WITH THE FIRE DEPARTMENT.

**PLAN NOTES**

NUMBER	DESCRIPTION



**WENATCHEE CONVENTION CENTER EXPANSION**

CITY OF WENATCHEE

**DESIGN DEVELOPMENT**

REV	DATE	DESCRIPTION

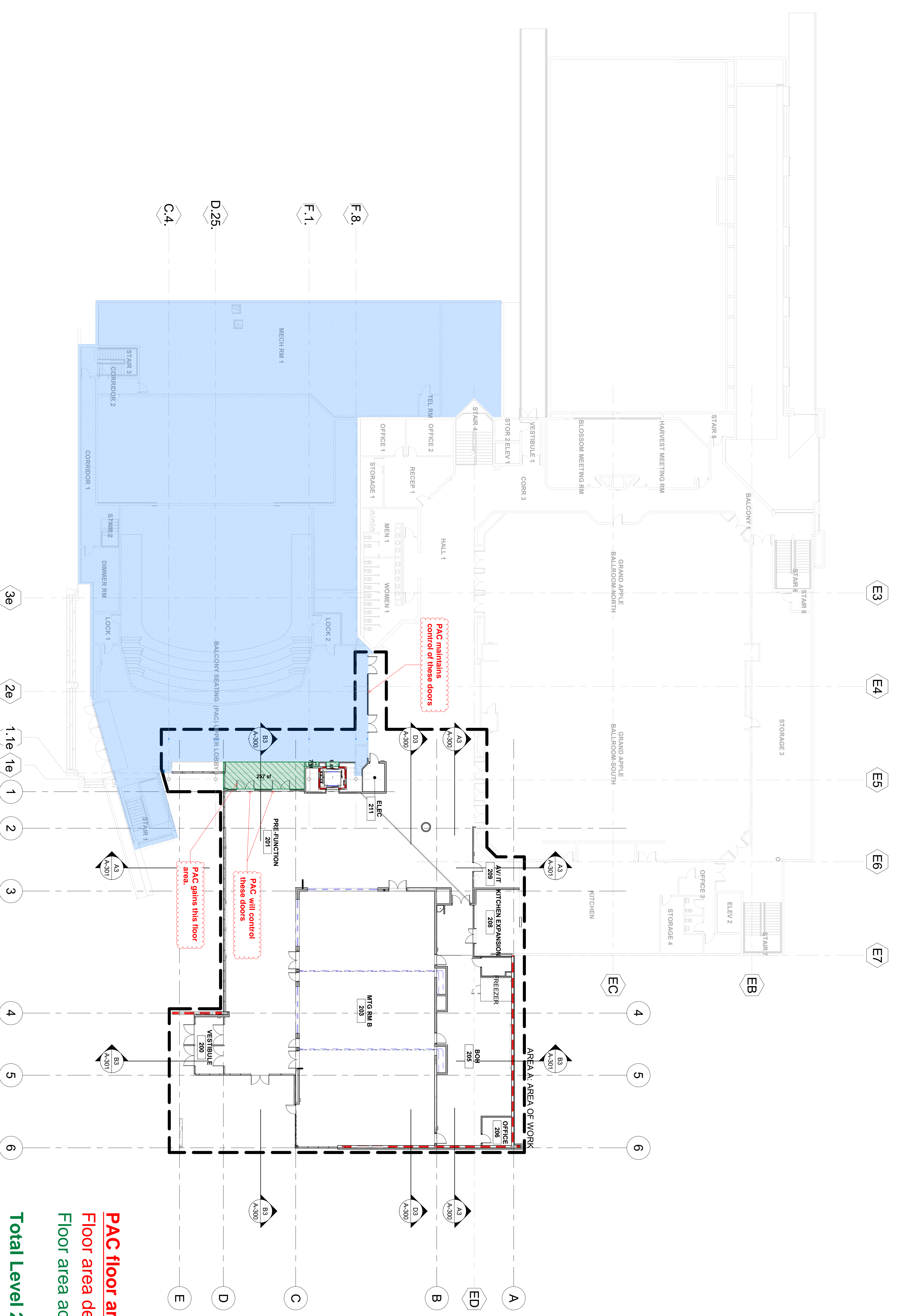
PROJ. NO. 2022-009  
DRAWN Author  
PROJ MNGR JVS  
DATE 3/31/23

LEVEL 2 - FLOOR PLAN - EXISTING

**A-102**



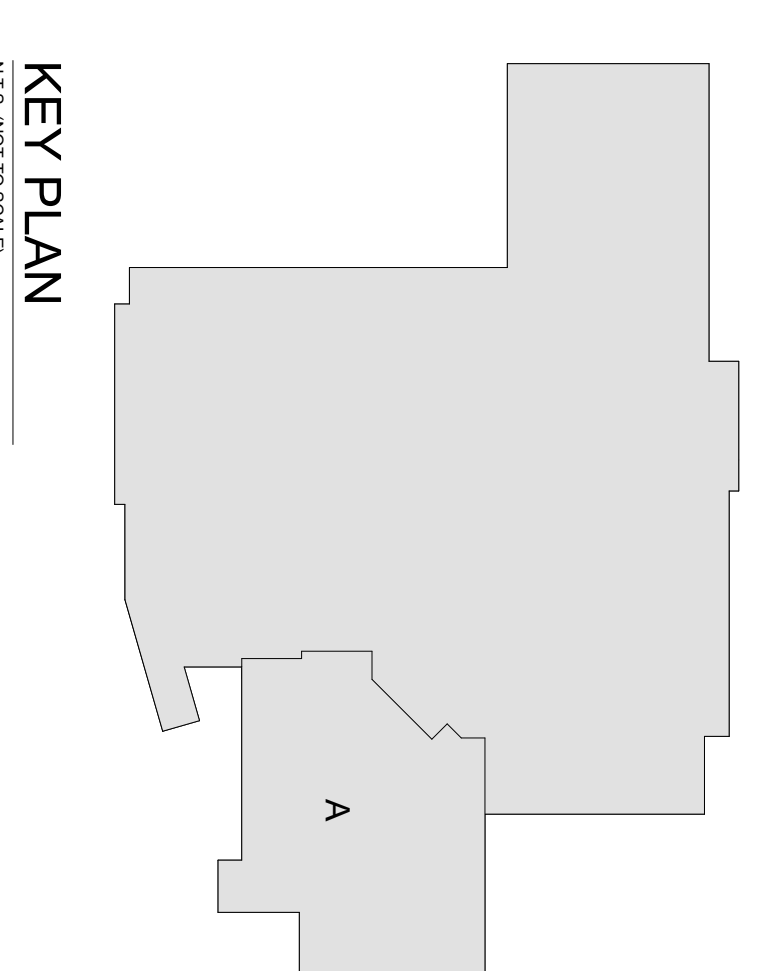
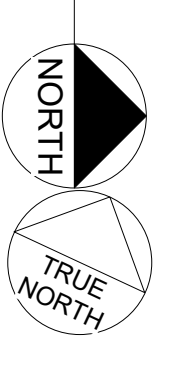
7/14/2023 11:12:14 AM



**REVISED PAC FOOTPRINT - LVL 2**

**PAC floor area summary Level 2:**  
 Floor area deducted: 0 sf  
 Floor area added: 270sf  
 Total Level 2 floor area added: 270 sf  
 Total building area added: 305 sf

**A1 LEVEL 2 FLOOR PLAN - OVERALL**  
 SCALE: 1/8" = 1'-0"



REV	DATE	DESCRIPTION

PROJ. NO. 2022-009  
 DRAWN JTS/DJT  
 PROJ. MGR JVS  
 DATE 06/15/2023  
 © ALSC ARCHITECTS, P.C.

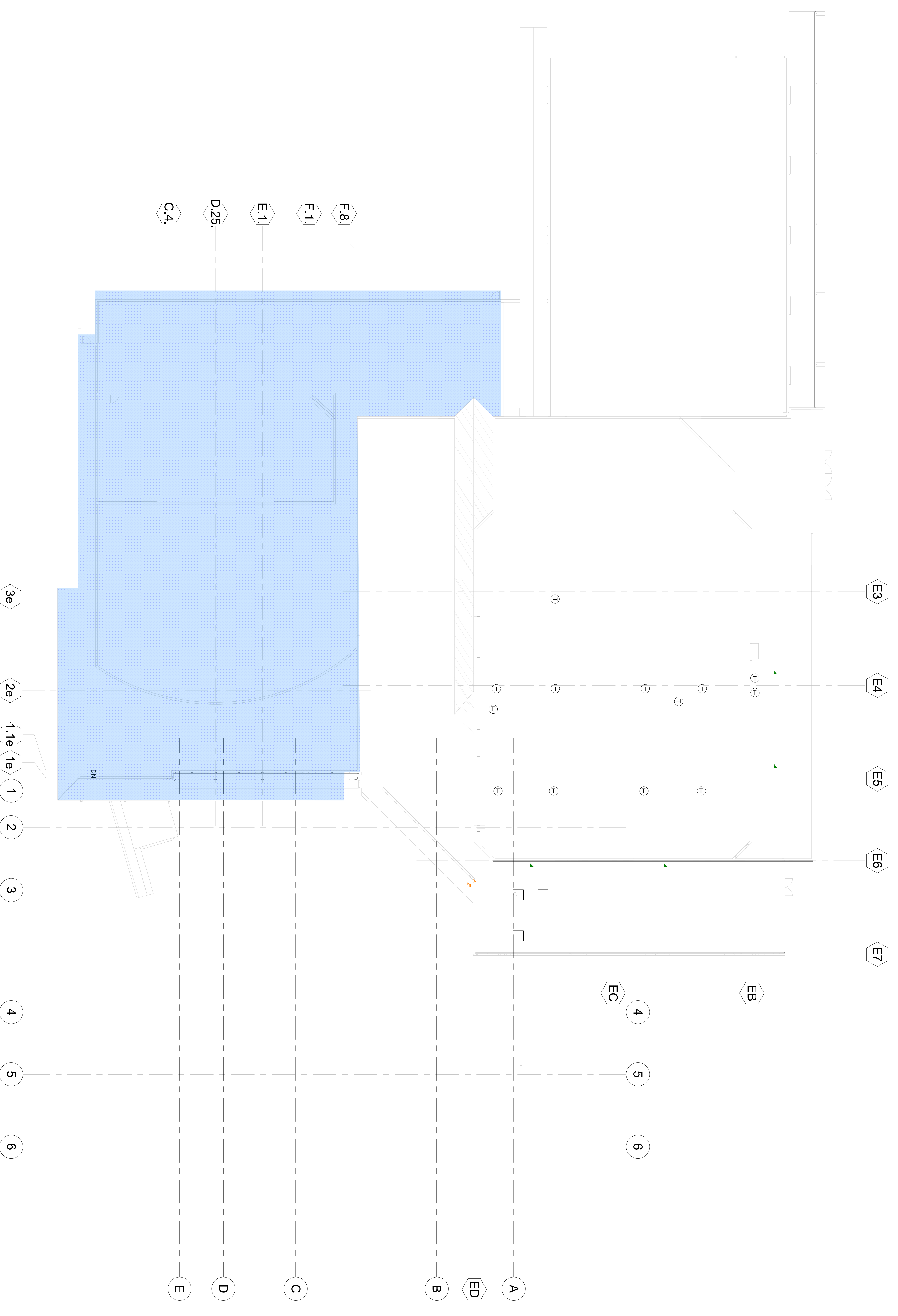


**GENERAL NOTES**

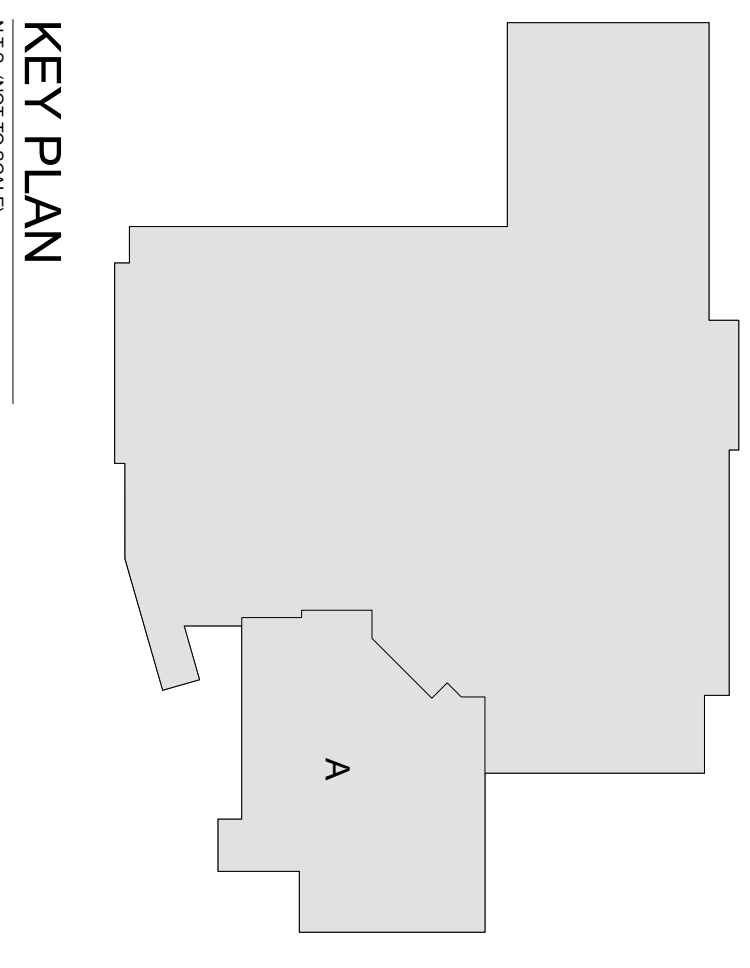
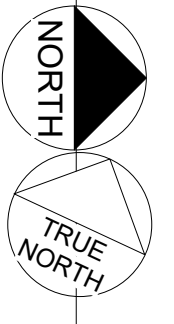
1. ARROWS INDICATE DIRECTION OF SLOPE. TYP. SLOPE: 1/2" PER FT. TYP.
2. SEE MECHANICAL DIVS FOR MORE INFORMATION, EQUIPMENT & ROOF PENETRATIONS
3. PROVIDE TAPERED INSULATION CRICKET AT ALL MECH EQUIPMENT
4. SEE AREA ROOF PLANS FOR ADDITIONAL INFORMATION

**MATERIAL LEGEND - ROOF**

	MEMBRANE ROOFING ASSEMBLY, ART		TPO WALK PAD
	MEMBRANE ROOFING ASSEMBLY, ART + TAPERED INSUL.		EXTENTS OF SOLAR READY ZONE (WSRC 0411) PROVIDED 4,422 SF SEE OVERALL ROOF PLAN



**A1** ROOF PLAN - OVERALL  
SCALE: 1/8" = 1'-0"



**WENATCHEE CONVENTION CENTER EXPANSION**

**CITY OF WENATCHEE**

**CONSTRUCTION DOCUMENTS 50% SET**

REV	DATE	DESCRIPTION

PROJ. NO. 2022-009  
DRAWN JTS/DJT  
PROJ. MGR. JVS  
DATE 06/15/2023

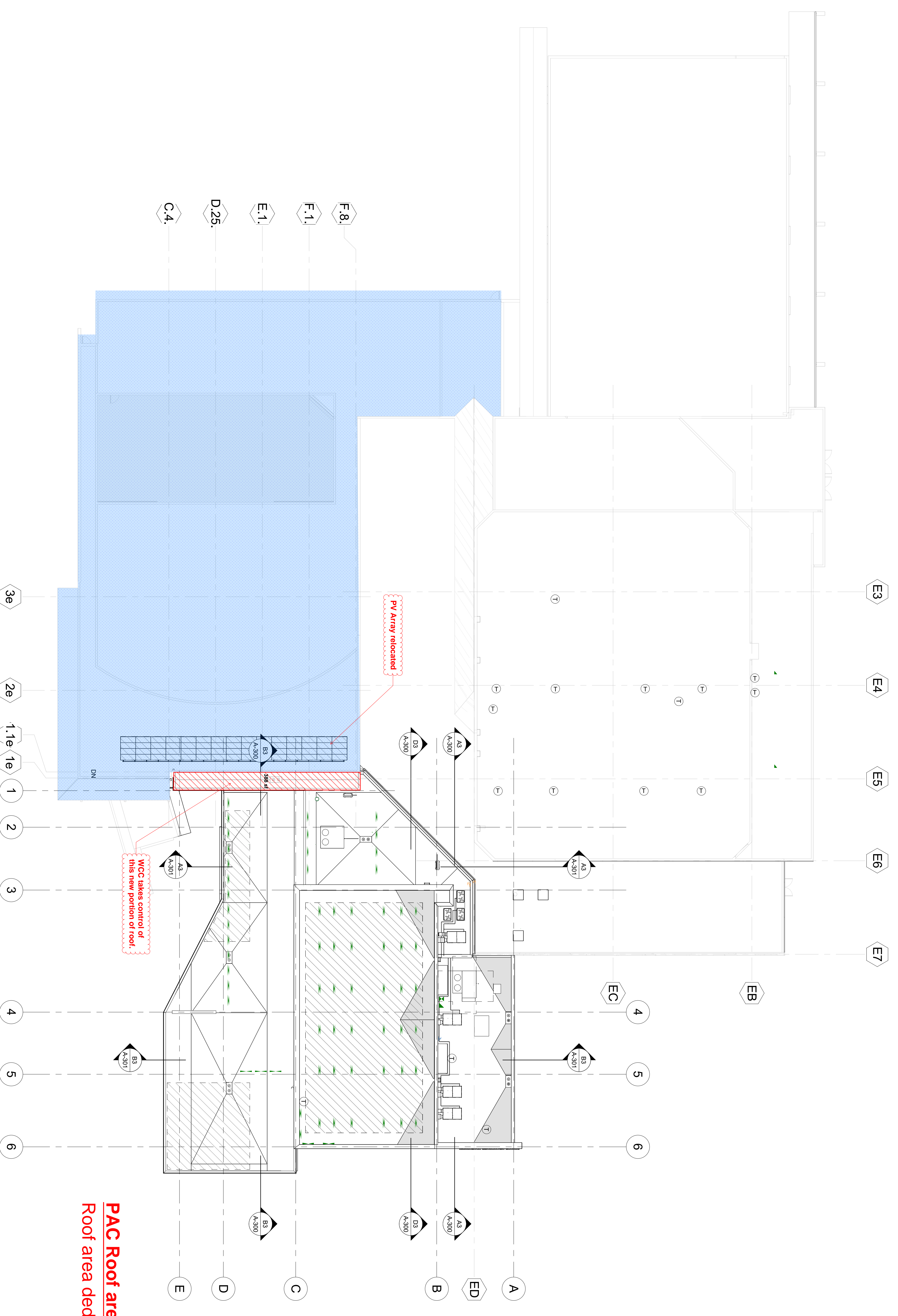
ROOF PLAN - OVERALL

**GENERAL NOTES**

1. ARROWS INDICATE DIRECTION OF SLOPE. TYP. SLOPE: 1/2" PER FT. TYP.
2. SEE MECHANICAL DIVIS FOR MORE INFORMATION, EQUIPMENT & ROOF PENETRATIONS
3. PROVIDE TAPERED INSULATION CRICKET AT ALL MECH EQUIPMENT
4. SEE AREA ROOF PLANS FOR ADDITIONAL INFORMATION

**MATERIAL LEGEND - ROOF**

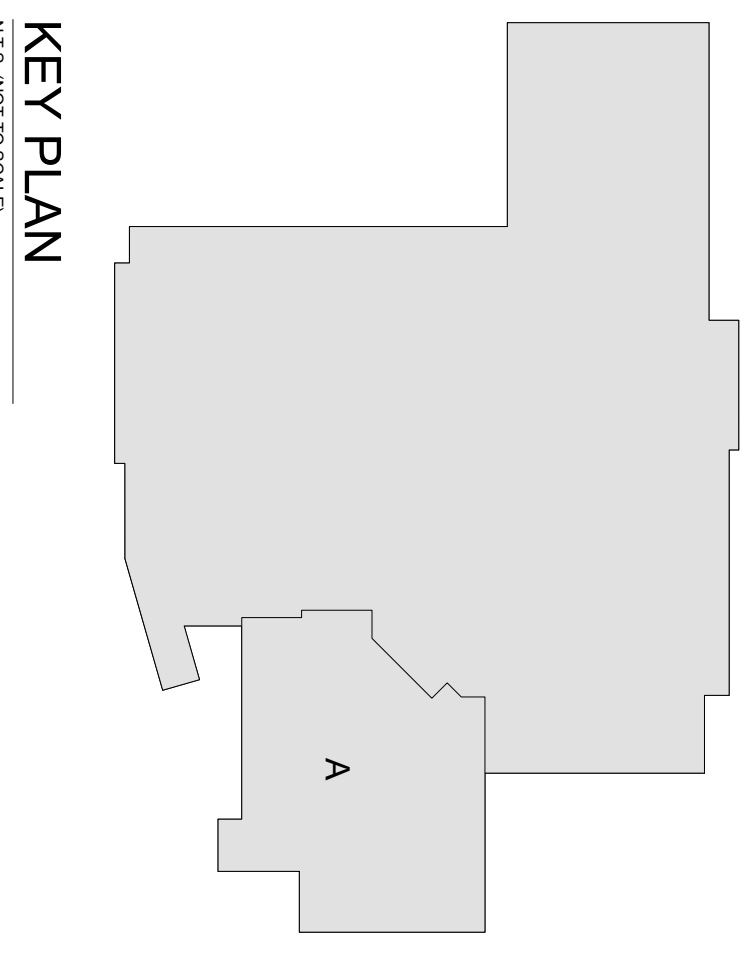
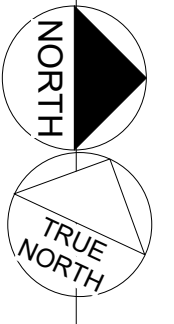
	MEMBRANE ROOFING ASSEMBLY, ART		TPO WALK PAD
	MEMBRANE ROOFING ASSEMBLY, ART + TAPERED INSUL.		EXTENTS OF SOLAR READY ZONE (WSEC 0411) FROM 10:00 AM TO 4:00 PM PROVIDED A 4.22' TYP. SLOPE
			SEE OVERALL ROOF PLAN



**REVISED PAC FOOTPRINT - ROOF**

**PAC Roof area summary :**  
Roof area deducted: 388 sf

**A1 ROOF PLAN - OVERALL**  
SCALE: 1/8" = 1'-0"



**WENATCHEE CONVENTION CENTER EXPANSION**

CITY OF WENATCHEE

**CONSTRUCTION DOCUMENTS 50% SET**

REV	DATE	DESCRIPTION

PROJ. NO. 2022-009  
DRAWN JTS/DJT  
PROJ MNGR JVS  
DATE 06/15/2023

**ROOF PLAN - OVERALL**

**A-180**

THIRD AMENDMENT  
TO THE GROUND LEASE

**EXHIBIT D**  
**MEMORANDUM OF LEASE**

Return Address:  
Danielle R. Marchant  
Davis, Arneil Law Firm, LLP  
617 Washington Street  
Wenatchee, WA 98801

MEMORANDUM OF AMENDED LEASE

Reference numbers of related documents: 2039389; 2398210

Grantors/Landlord:

1. CITY OF WENATCHEE

Grantees:

1. NUMERICA PERFORMING ARTS CENTER (formerly the Supporters of the Center, Inc.)

Legal Description:

1. Ptn. Block 1, Amended Great Northern Plat of Wenatchee
2. Additional legal description is on page 1 of document

Assessor's Property Tax Parcel Account Number(s): 222003590038; 222003590002

THIS MEMORANDUM OF AMENDED LEASE is to advise that the Ground Lease dated May 26, 1998, between the City of Wenatchee, a municipal corporation ("Lessor"), and Numerica Performing Arts Center, formerly known as Supporters Of The Center, Inc., a non-profit corporation organized under the laws of the State of Washington ("Lessee"), for which a Memorandum of Lease was previously recorded on October 28, 1998 at Chelan County Auditor's File No. 2039389, as amended by an Agreement Modifying Ground Lease and Promissory Note dated October 1, 2005, and by a Second Amendment to Ground Lease dated June 10, 2010 with a Memorandum of Amended Lease previously recorded on March 28, 2014 at Chelan County Auditor's File No. 2398210 has been further amended. (The Second Amendment was erroneously referred to as the "Third Amendment" in the Memorandum of Amended Lease previously recorded on March 28, 2014 at Chelan County Auditor's File No. 2398210.)

1. Leased Area. The current amendment to the Ground Lease amends the leased area. The real property subject to the Ground Lease, which is commonly referred to as the "leased area" is described as Exhibit "A," which is attached hereto and incorporated herein.

2. Purpose of Memorandum of Amended Lease. This Memorandum of Amended Lease is prepared for recording purposes only. It in no way alters or amends the Ground Lease or subsequent amendments thereto.

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

CITY OF WENATCHEE/LESSOR:

NUMERICA PERFORMING ARTS  
CENTER/LESSEE:

By:

\_\_\_\_\_  
Frank J. Kuntz, Mayor

By:

\_\_\_\_\_  
(Sign Name)

Date:

\_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

Date:

\_\_\_\_\_

STATE OF WASHINGTON )

) ss.

County of Chelan )

I certify that I know or have satisfactory evidence that Frank J. Kuntz is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed or typed name)

NOTARY PUBLIC, State of Washington

My Commission Expires \_\_\_\_\_

STATE OF WASHINGTON )



County of Chelan                    ) ss.  
  )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed or typed name)

NOTARY PUBLIC, State of Washington

My Commission Expires \_\_\_\_\_

EXHIBIT "A"

to Lease between

The City of Wenatchee & The Supporters of the Center

Dated May 26, 1998

**Legal Description:**

The lease area is entirely contained within Block 1, Amended Great Northern Plat of Wenatchee as recorded in Book 1 of Plats, Page 15, records of Chelan County, Washington, affecting a portion of lots 1, 2, 3, 4, 5, 6, 24, 25, 26, 27, 28, 29, 30, 31, 32, and the City ownership of the vacated Alley adjacent to lots 1, 2, 3, 4, 5, 6, 31, and 32.

**Lease Area:**

As shown on the attached map.