



WENATCHEE CITY COUNCIL

Thursday, June 13, 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."

3:00 p.m. Work Session (Special Meeting)

(1) Plan to Address Homelessness

4:45 p.m. Executive Session

Executive session to review the qualifications of an applicant for public employment. RCW 42.30.110(g).

Action Requested: *Motion for City Council to meet in executive session for a time period not to exceed 25 minutes to review the qualifications of an applicant for public employment. RCW 42.30.110(g).*

5:15 p.m. Regular Meeting

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

2. Citizen Requests/Comments

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

3. Consent Items

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

Vouchers:

Payroll distribution in the amount of \$468,150.00 for May 20, 2024

Claim checks #300580 through #300660 in the amount of \$332,702.22 for May 23, 2024

Wires #129 and #130 and claim checks #300662 through #300749 in the amount of \$1,557,136.86 for May 30, 2024

Payroll distribution in the amount of \$11,471.96 for May 31, 2024

Benefits/deductions in the amount of \$1,105,763.40 for May 31, 2024

Payroll distribution in the amount of \$657,096.01 for June 5, 2024

Payroll distribution in the amount of \$16,108.80 for June 5, 2024

Consent Items Continued:

- *Motion for City Council to accept the work completed by Midland Electric, Inc. for the Damaged Luminaire Replacements Project, City Project No. SW20-10, and authorize the City Administrator to sign the Final Contract Voucher on behalf of the City of Wenatchee.*
- *Motion for City Council to accept the work performed by the contractor, Stripe Rite, Inc., for the 2024 Long Line Striping Project No. SW24-01, and further authorize the City Administrator to sign the Final Contract Voucher.*
- *Resolution No. 2024-18, appointing Nadine Stika as a member to the Lodging Tax Advisory Committee to an unexpired term.*

Action Requested: *Motion to approve agenda, vouchers, and minutes from previous meetings; to accept the work completed by Midland Electric, Inc. for the Damaged Luminaire Replacements Project, City Project No. SW20-10, and authorize the City Administrator to sign the Final Contract Voucher on behalf of the City of Wenatchee; to accept the work performed by the contractor, Stripe Rite, Inc., for the 2024 Long Line Striping Project No. SW24-01, and further authorize the City Administrator to sign the Final Contract Voucher; and to approve Resolution No. 2024-18, appointing Nadine Stika as a member to the Lodging Tax Advisory Committee to an unexpired term.*

4. Presentations

- Pride Month Proclamation
- Proclamation Honoring Police Chief Steve Crown
- CAFÉ Presentation

5. Action Items

A. Housing Authority Board Appointment (Vanessa Saldivar)

Presented by City Administrator Laura Gloria

Action Requested: *Motion for City Council to approve Resolution No. 2024-19, appointing Vanessa Saldivar as a member of the Board of Commissioners for the Housing Authority of Chelan County and the City of Wenatchee to fill an unexpired three-year term.*

B. Director of Information Technology Appointment

Presented by City Administrator Laura Gloria

Action Requested: *Motion for City Council to approve Resolution No. 2024-20, confirming the mayoral appointment of Elizabeth Rossiter to the office of Director of Information Technology.*

- C. Lease with Automated Logic Corporation
Presented by Facilities Manager Elisa Schafer
Action Requested: *Motion for City Council to authorize the City Administrator to negotiate and sign the lease agreement with Automated Logic Corporation for approximately 1,200 square feet of office space located at 301 Yakima Street, Suite 315.*
- D. Capital Project Budget Sheet Update for the 2024 Pavement Preservation Project
Presented by Project Engineer Charlotte Mitchell
Action Requested: *Motion for City Council to approve the amended Project Budget Sheet for the 2024 Pavement Preservation Project, City project number 2301*
- E. Amendment to Contract with KPG, Psomas for Construction Administration
City Project #2301 - 2024 Pavement Preservation
Presented by Project Engineer Charlotte Mitchell
Action Requested: *Motion for City Council to authorize the City Administrator to sign an amendment to the contract with KPG Psomas, Inc., for construction administration services for 2024 Pavement Preservation Project, City Project #2301.*
- F. Update of Wenatchee Municipal Code Relating to Camping
Presented by Parks, Recreation & Cultural Services Director David Erickson and City Attorney Danielle Marchant
Action Requested: *Motion for City Council to approve Ordinance No. 2024-11, amending sections of Chapter 6A.18 of the Wenatchee City Code regarding camping and the prohibition of entry upon or in public facilities.*
- G. Update of Wenatchee Municipal Code Relating to Shopping Carts
Presented by Parks, Recreation & Cultural Services Director David Erickson and City Attorney Danielle Marchant
Action Requested: *Motion for City Council to approve Ordinance No. 2024-12, of the City of Wenatchee, Washington, amending sections of Chapter 6A.14 Wenatchee City Code to declare abandoned shopping carts a public nuisance and to provide enforcement provisions related to abandoned shopping carts.*
- H. Ordinance No. 2024-10 – Amendments to the 2024 Budget
Presented by Finance Director Brad Posenjak
Action Requested: *Motion for City Council to approve Ordinance 2024-10 amending the 2024 Budget as adopted by Ordinance No. 2023-22, to revoke, recall or decrease all or a portion of total appropriations provided, and entering findings that this Ordinance is in the best interest of the City.*

6. Reports

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

7. Announcements

8. Close of Meeting



WENATCHEE CITY COUNCIL
Thursday, May 23, 2024

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

DRAFT

MINUTES

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

Present: Mayor Mike Poirier; Councilmember District 1 Jose Cuevas; Councilmember District 2 Chelsea Ewer; Councilmember District 3 Top Rojanasthien; Councilmember District 4 Travis Hornby; Councilmember District 5 Charlie Atkinson; Councilmember At-Large "A" Linda Herald; Councilmember At-Large "B" Keith Huffaker

Staff Present: City Administrator Laura Gloria; City Attorney Danielle Marchant, Assistant City Attorney Steve Smith; City Clerk Tammy McCord; IT Support Tim McCord; Finance Director Brad Posenjak; Police Chief Steve Crown; Public Works Director Rob Jammerman; Parks, Recreation & Cultural Services Director David Erickson; Community Development Director Glen DeVries; City Engineer Jake Lewing; Project Engineer Charlotte Mitchell.

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. Public Works Director Rob Jammerman led the Pledge of Allegiance. All Councilmembers were present.

2. Citizen Requests/Comments

Doug Miller, PO Box 605, Rock Island, WA (resident of Wenatchee), former City Councilmember, addressed the City Council regarding the Public Facilities District and the need for the city to review the original agreements to be sure terms are being met to debt being addressed and no expenses beyond care of the facility. The Mayor addressed his concerns and stated that the PFD board will be reviewing policy.

3. Consent Items

- *Motion to approve agenda, vouchers, and minutes from previous meetings.*
Vouchers:
Claim checks #300363 through #300483 in the amount of \$1,259,233.85 for May 9, 2024
Claim checks #300484 through #300579 in the amount of \$2,290,670.10 for May 16, 2024
- *Motion to approve Resolution No. 2024-16, appointing Richard Upton as a voting member to the Code Enforcement Board.*
- *Motion to approve Resolution No. 2024-17, designating three City Councilmembers as voting representatives on behalf of the City of Wenatchee at the Association of*

Washington Cities Annual Business Meeting Conference for 2024. (Councilmembers appointed are Linda Herald and Charlie Atkinson).

Motion by Councilmember Travis Hornby to approve agenda, vouchers, and minutes from previous meetings, to approve Resolution No. 2024-16, appointing Richard Upton as a voting member to the Code Enforcement Board; and to approve Resolution No. 2024-17, designating three City Councilmembers as voting representatives on behalf of the City of Wenatchee at the Association of Washington Cities Annual Business Meeting Conference for 2024. Councilmember Top Rojanasthien seconded the motion. Motion carried (7-0).

4. Presentations

- Memorial Day Proclamation read by Councilmember Charlie Atkinson.
- Chelan County PUD Presentation – Chelan County PUD Commissioner Kelly Allen presented an update on the Wenatchee Riverfront Park project and thanked the Mayor, Council and city staff for their partnership and work. The Mayor thanked Commissioner Allen and the PUD for taking the lead on project and the excellent work. Construction is expected to begin June 4 and will be complete in Spring of 2025.

5. Action Items

A. Department of Archaeology and Historic Preservation Grant for Cemetery

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

Motion by Linda Herald for City Council to authorize the Parks, Recreation and Cultural Services Director to sign a grant agreement with the State of Washington Department of Archaeology and Historic Preservation (DAHP) for the Cemetery Sign Project. Councilmember Keith Huffaker seconded the motion. Motion carried (7-0).

B. Confluence Parkway South, Project #2201.1 Budget Amendment

Amendment #1 to Task Order CP South for Design Build Services with Kraemer Scarsella Brothers Joint Venture

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

Motion by Councilmember Charlie Atkinson for City Council to amend the project budget and authorize the City Administrator to execute Amendment #1 to Task Order CP South with Kraemer Scarsella Brothers Joint Venture for the Confluence Parkway South project (Project No. 2201.1). Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

C. City Project 1801 – 9th Street Rail Crossing Project – BNSF C&M Agreement

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

Motion by Councilmember Keith Huffaker for City Council to authorize the City Administrator to execute the Construction and Maintenance (C&M) Agreement between the City of Wenatchee and BNSF for railroad crossing improvements to be constructed as part of the 9th Street Rail Crossing Project, City Project No. 1801. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).

D. Pallet Shelter Installation Change Orders

Community Development Director Glen DeVries presented the staff report. Council asked questions.

Motion by Councilmember Travis Hornby for City Council to authorize the City Administrator to sign change orders in the amount of \$82,784.80 for the completion of the site and utility work at the Wenatchee Rescue Mission for the Pallet Shelter facility located at 1450 South Wenatchee Avenue, Wenatchee, WA. Councilmember Charlie Atkinson seconded the motion. Motion carried (7-0).

E. Wenatchee Rescue Mission Sewer Lift Station Pump Replacement

Community Development Director Glen DeVries presented the staff report. Council asked questions.

Motion by Councilmember Top Rojanasthien for City Council to authorize the financial contribution in the amount of \$74,000 for the sewer lift system to be rebuilt and upgraded at 1450 South Wenatchee Avenue for the Wenatchee Rescue Mission. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

F. Bid Award for 2024 Pavement Preservation Project

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

Motion by Councilmember Keith Huffaker for the City Council to authorize the City Administrator's signature and award the contract for City Project Number 2301 – 2024 Pavement Preservation to the lowest responsive bidder. Councilmember Chelsea Ewer seconded the motion. Motion carried (7-0).

6. Executive Session

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

At 5:49 p.m. Council met in Executive Session.

Motion by Councilmember Keith Huffaker to meet in executive session for a time period not to exceed 15 minutes, with legal counsel present, to consider the acquisition of real estate by purchase when public knowledge regarding such consideration would cause a likelihood of increased price. RCW 42.30.110(1)(b). Action is not expected to be taken following the executive session. Motion seconded by Councilmember Travis Hornby. Motion carried (7-0).

At 6:04 p.m. it was announced that an additional 15 minutes was needed.

Council adjourned from executive session at 6:19 p.m.

7. Reports

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

- (1) This week was Public Works Week and the annual Public Works BBQ was held on Wednesday. It was Public Works Director Rob Jammerman's last Public Works BBQ as he is retiring the end of June. He provided words of wisdom to everyone in attendance at the BBQ.
- (2) The Mayor attended the pool reopening ceremony. Councilmember Ewer provided a speech and Councilmember Atkinson was one of the first to dive into the newly renovated pool.
- (3) There is an additional vacancy on the Code Enforcement Board, and he asked Council to share that.

b. Reports/New Business of Council Committees

Councilmember Keith Huffaker attended the Solid Waste Committee meeting recently. The moderate waste facility has been doing great. They have shelves of donated products (some new) (paint, cleaning supplies, etc.) at the facility for people to take.

Councilmember Travis Hornby said Link Transit is moving forward with a new garage to house all of the new electric vehicles that have been ordered. Bids coming in a few weeks. A discussion has continued regarding the composition of the board.

Councilmember Chelsea Ewer reported that the pool reopening ceremony was very fun and very well attended. She gave kudos to Councilmember Charlie Atkinson for jumping in. The support for the project was great. She also attended the Finance Committee meeting.

Councilmember Jose Cuevas reported that he will participate in the Police Chief interviews.

Councilmember Linda Herald reported that she is on the AWC DEI committee and they are hosting a forum for Pride Month. She also serves on the AWC Legislative Policy Committee and she is pleased to report that the top two priorities are affordable housing and homelessness. She will attend the next Legislative Policy Committee meeting at the annual AWC convention.

8. Announcements. None.

9. Close of Meeting. With no further business the meeting adjourned at 6:36 p.m.

Motion by Councilmember Keith Huffaker to adjourn the meeting. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

Mike Poirier, Mayor

Tammy McCord, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Ryan Harmon, Engineering Services Manager
Public Works Department

MEETING DATE: June 13, 2024

I. SUBJECT

City Project No. SW20-10 – Damaged Luminaire Replacements
Final Acceptance

II. ACTION REQUESTED

Motion requested for City Council to accept the Work completed by Midland Electric, Inc. for the Damaged Luminaire Replacements Project, City Project No. SW20-10, and authorize the City Administrator to sign the Final Contract Voucher on behalf of the City of Wenatchee.

III. OVERVIEW

Periodically throughout the city, there are vehicle crashes resulting in damage to city traffic and lighting equipment. The city's maintenance staff is able to address a majority of incidents, but several include damage that involves replacement of signal and luminaire foundations. The city grouped eight luminaire replacements and two electrical service replacements into a bid package and in May 2021, awarded the project to Midland Electric, Inc. for \$168,902.00.

After the contract was awarded two additional poles were damaged and then added to the project via change order, bringing the total contract to \$205,508.41.

IV. FISCAL IMPACT

The project contract value was \$205,508.41 prior to commencing construction. Over the course of construction, several utility conflicts were discovered leading to additional compensation being due to the contractor. The final contract value is \$230,481.55. Insurance revenues were collected for each crash incident. The project was funded by Fund 502- Self Insurance.

V. PROJECT SCHEDULE

Construction activities began in the Summer of 2021 and was declared physically complete as of December 15, 2023. All paperwork has been received and final payment has been issued.

VI. REFERENCE(S)

1. Final Contract Voucher

VII. ADMINISTRATIVE ROUTING

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



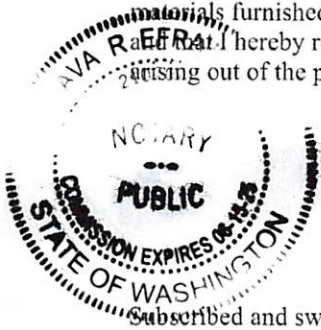
**City of Wenatchee
Department of Public Works**

**Final Contract
Voucher Certificate**

Contractor Midland Electric Inc.			
Street Address 1006 Jefferson Street			
City Davenport	State WA	Zip 99122	Date 4/17/2024
City Project Number SW20-10	Federal-Aid Project Number N/A	Highway Number N/A	
Job Title 2021 Damaged Luminaire Replacements			
Date Work Physically Completed 12/15/2023		Final Amount \$230,481.55	

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. 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.



Roland Efrainson
Contractor Authorized Signature Required

Roland Efrainson
Type Signature Name

Subscribed and sworn to before me this 16th day of MAY 20 24

X *Ava R. Efrainson*
Washington, Notary Public in and for the State of

residing at Lincoln County

City of Wenatchee

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

Mayor/or Designee

Date of Acceptance



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Aaron Kelly, Operations Manager
Public Works Department

MEETING DATE: June 13, 2024

I. SUBJECT

Long Line Striping Contract, Project No. SW24-01

II. ACTION REQUESTED

Staff recommends that the City Council accept the work performed by the contractor, Stripe Rite INC. for the 2024 Long Line Striping Project No. SW24-01, and further authorize the City Administrator to sign the Final Contract Voucher.

III. OVERVIEW

Annually the city solicits bids through the small works roster for applying approximately 120 miles of long line roadway markings throughout the city. These markings consist of center lines, fog lines, bike lanes and roadway delineations.

IV. FISCAL IMPACT

In the past the long line contract has been below the financial threshold for council approval but this year's costs exceeded \$100,000. Over the past two years we have seen the costs of paint and labor increase and have made adjustment to our budget in an effort to cover the increases. In March we solicited bids receiving three responses with the low bid of \$106,768.46. This exceeds our forecast and adjusted budget of \$90,000 for 2024. The project is funded through the Streets Maintenance budget and we do believe at this time that the Streets budget can absorb the additional \$16,000.

V. REFERENCE(S)

1. Long Line Striping Contract
2. Final Contract Voucher Certificate

VI. ADMINISTRATIVE ROUTING

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

CONTRACT

THIS AGREEMENT, made and entered into this 12 day of April, 2024, between the CITY OF WENATCHEE, a Municipal Corporation of the State of Washington, and **Stripe Rite, Inc.**, hereinafter called the Contractor; WITNESSETH:

That in consideration of the payments, covenants, and agreements hereinafter mentioned and attached and made a part of this agreement to be made and performed by the parties hereto, the parties hereto covenant and agree as follows:

1. The Contractor shall do all work and furnish all tools, materials, and equipment for City of Wenatchee Project No. SW24-01 2024 Long Line Striping, in the amount of \$106,768.46 (including applicable sales tax) in accordance with and as described in the attached plans and specifications and in full compliance with the terms, conditions, and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if set forth at length, and shall perform any alterations in, or additions to, the work covered by this contract and every part thereof and any force account work which may be ordered as provided in this contract and every part thereof.

The Contractor shall provide and be at the expense of all materials, labor, carriage, tools, implements and conveniences, and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof, except such as mentioned in the specifications to be furnished by the City of Wenatchee.

2. The City of Wenatchee hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The City of Wenatchee further agrees to employ the Contractor to perform any alterations or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.
3. The Contractor for themselves, and for their heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
4. It is further provided that no liability shall attach to the City of Wenatchee by reason of entering into this contract, except as expressly provided for herein.

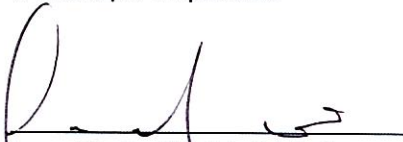
5. The Contractor agrees that they shall actively solicit the employment of minority group members. The Contractor further agrees that they shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of their compliance with these requirements of minority employment and solicitation. The Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section as part of the bid.

IN WITNESS WHEREOF the said parties and each of them have caused these presents to be duly executed by their proper officers and in the proper person or persons, the day and year first above written.

ATTEST:


Tammy McCord, City Clerk

CITY OF WENATCHEE
A Municipal Corporation


Laura Gloria, City Administrator

Stripe Rite Inc.
Contractor

By 

Frank Artz, Branch
Printed Name/Title Manager

WENATCHEE SMALL WORKS ROSTER GENERAL CONDITIONS

The following General Conditions are made part of the Contract with the City of Wenatchee ("City") and the Contractors for Small Works Roster projects awarded by the City.

1. **WARRANTY**: The Contractor warrants to the City the work and all component parts thereof provided for under a contract (the "Contract") for a project (the "Work"), shall perform and operate for the purpose(s) specified, shall be new and free from defects in material and workmanship, shall meet all applicable specifications, including those relating to performance contained in the Contract, and that the Work shall be performed in a competent manner in accordance with accepted professional standards. The foregoing warranties shall apply to defects or deficiencies occurring within a period of one (1) year from the date of final acceptance of the Work.

If the Work does not meet the warranties specified above, the Contractor, within a reasonable time after receipt of written notice from the City, shall correct any defect so specified, at the Contractor's cost. In the event the Contractor fails to remedy any such defect in a timely manner, the City may undertake such remedy as it deems reasonably necessary and the Contractor shall bear all costs reasonably associated with said remedial action by the City.

Neither the final payment, nor partial or entire use of the Work by the City, shall relieve the Contractor of liability with respect of the warranties referred to in this contract or any other warranties expressed or implied. The warranty provided herein is in addition to, and not in lieu of, any other guarantee and/or warranties, rights or remedies and shall not in any way limit the same.


2. **ASSUMPTION OF LIABILITY**: The Contractor will indemnify and hold harmless the City and any and all of the City's officers' principals, agents and employees, from any liability, loss, damage, cost, charge or expense, whether direct or indirect and whether occasioned by injury or loss to persons or property, to which the City or said other indemnity may be put or subject by reason of any act, action, neglect, omission, or default by the Contractor or any of the Contractor's or subcontractor's officers, principals, agents or employees, arising from or relating to the Work, specifically including any liability or alleged liability of any indemnitees that may arise from injury or loss suffered by any employee of the Contractor or any subcontractor regardless of any immunity provided by the Washington Industrial Insurance Act, RCW Title 51, or any other applicable law. This section shall not apply where such injury or loss is solely caused by the negligence of the indemnitees. With regard to any claim based on the concurrent negligence of the Contractor, and the Contractor's agents or employees, and the City, the Contractor's liability under this section shall apply to the full extent of the negligence of the Contractor, and the Contractor's agents or employees.
3. **SUBCONTRACTS**: The Contractor shall provide names of any subcontractor used for this Work.
4. **ASSIGNMENT**: The Contractor shall not assign the rights under this project contract for the Work or any part thereof without the advanced written approval of the City.

5. **TIME FOR COMPLETION**: The Contractor shall complete the work to the reasonable satisfaction of the City, free of all claims, liens and charges, as specified in Section 1-08.5 of the Special Provisions.
6. **CONDITIONS OF WORK**: By submitting a bid in response to the City's solicitation for quotations, the Contractor represents and warrants to the City that the Contractor has fully informed himself of all conditions relating to the Work involved for completing the Work. In prosecuting the Work, the Contractor shall employ such methods or means as will not interfere or interrupt the work of the City or its agents, employees, or contractors.
7. **PREVAILING WAGES**: The Contractor, and its subcontractors, if any, shall fully comply with all applicable provisions of RCW Chapter 39.12, concerning payment of prevailing wages, including the filing and payment of fees for all required statements and affidavits. The prevailing wages in effect at the time of bid for the Work are included in this solicitation for quotations. The Contractor may also determine the prevailing wages in effect by contacting the Washington Department of Labor and Industries, ESAC Division, General Administration Building, Olympia, Washington 98504, (360) 902-5335.
8. **PAYMENT AND RETAINAGE**: The City shall pay the Contractor on a monthly basis for all work and services satisfactorily completed during the preceding month. The city will retain 5% of each payment owed to the contractor in accordance with RCW 60.28. Retainage will be released 60 days following notice of final completion of the work, or until receipt of all necessary releases from the Department of Revenue and Labor and Industries and settlement of any claims filed under RCW 60.28, whichever is later.
9. **PAYMENT AND PERFORMANCE BOND**: The Contractor must provide the City with a payment and performance bond in the amount of the bid before the contractor will be issued a notice to proceed. The Payment and Performance Bond shall be in a form acceptable to the City. For contracts under \$150,000, the Contractor may ask the agency to waive the bonds and instead retain 10% of the contract amount for 30 days after the date of final acceptance, or until the receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries, whichever is later.
10. **CONTRACTOR'S RESPONSIBILITY**: The Contractor will prosecute the Work in accordance with instructions, descriptions and/or plans and specifications provided by the City. The Contractor shall carry on the Work at their own risk until the same is fully completed and accepted, and shall, in the case of any accident, destruction or injury to the Work.
11. **INSURANCE**: The Contractor shall, at their expense, provide for the payment of workers compensation benefits to their employees and/or to their dependents employed on or in connection with the Work, in accordance with the laws of the State of Washington. The Contractor shall also, at their expense, provide for minimum insurance coverage as specified in Section 1-07.18 of the project special provisions. Additional insurance requirements or conditions may be added to the order by addendum and the City, at its discretion, may require the Contractor to provide evidence of such insurance. These insurance requirements shall not be deemed to limit the Contractor's liability to the City or any third party.

12. **INSURANCE CERTIFICATE:** The successful contractor will be required to submit an updated insurance certificate, meeting the requirements specified in the general conditions, along with the signed contract. All insurance policies and Certificates of Insurance shall include a requirement providing for a minimum of 30-day prior written notice to the Contracting Agency of any cancellation or reduction of coverage. All insurance coverage required by this section shall be written and provided by "occurrence-based" policy forms rather than by "claims made" forms.
13. **SAFETY:** The Contractor and their subcontractors shall take all safety precautions and furnish and install the guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the Work.
14. **APPLICABLE LAW:** Contractor shall comply with all applicable federal, state and local laws and regulations, which are deemed to be incorporated into this Contract. This Contract shall be construed, for all purposes, solely and exclusively in accordance and pursuant to the laws of the State of Washington. Venue of any action filed to enforce or interpret the provisions of this Contract shall be in Chelan County Superior Court. In the event of litigation to enforce the provisions of this Contract, each party shall bear its own attorney fees and costs incurred therein.

THE CONTRACTOR, BY SIGNING THESE GENERAL CONDITIONS, AGREES TO THESE TERMS AND CONDITIONS.

These General Conditions are agreed to by Stripe Pite Inc.
Company Name

By  Date 4/12/24
Signature of Authorized Representative

**CONTRACTOR'S DECLARATION OF OPTION
IN LIEU OF PERFORMANCE BOND AND PAYMENT BOND
FOR PROJECTS \$150,000 OR LESS**

In lieu of providing a Performance Bond & Payment Bond, I hereby request to have the City of Wenatchee retain 10 percent of my payment for this project for a period of 30 days after acceptance of the completed work or until receipt of all necessary releases from the Department of Labor and Industries, Department of Revenue and the Employment Security Department and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

COMPANY NAME: Stripe Rite Inc.

ADDRESS: 723 W. Deschutes Ave

CITY: Kennewick STATE: WA ZIP: 991336

NAME (PLEASE PRINT): Frank Artz

SIGNED:  DATE: 4/12/24

TITLE: Branch Manager

**City of Wenatchee
Department of Public Works**

**Final Contract
Voucher Certificate**

Contractor STRIPE RITE INC.			
Street Address 723 W. Deschutes Ave			
City Kennewick	State WA	Zip 99336	Date 6/03/24
City Project Number SW24-01	Federal-Aid Project Number		Highway Number
Job Title Long Line Striping			
Date Work Physically Completed 4/25/2024		Final Amount \$107,877.64	

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

Type Signature Name

Subscribed and sworn to before me this _____ day of _____ 20_____

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

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

RESOLUTION NO. 2024-18

A RESOLUTION, of the City of Wenatchee, appointing Nadine Stika as a member to the Lodging Tax Advisory Committee to an unexpired term.

WHEREAS, the City of Wenatchee has created a Lodging Tax Advisory Committee (“Committee”) with powers and duties as stated in Resolution 2010-71; and

WHEREAS, a vacancy exists on the Committee; and

WHEREAS, Nadine Stika, a representative of Hilton Garden Inn, has applied for appointment to the vacant position on the Committee; and

WHEREAS, Nadine Stika qualifies to serve on the Committee; and

WHEREAS, Nadine Stika is recommended for appointment to the Committee.

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

Section 1. Appointment. The City Council makes the following appointment to the Lodging Tax Advisory Committee with terms as stated below:

<u>NAME and ADDRESS</u>	<u>TERM BEGINS</u>	<u>TERM EXPIRES</u>
Nadine Stika Hilton Garden Inn 25 North Worthen Wenatchee, WA 98801	Immediately upon the effective date of this Resolution.	December 31, 2025

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

ADOPTED by the City Council of the City of Wenatchee, Washington, this
13th day of June, 2024.

CITY OF WENATCHEE,
a Municipal Corporation

By: _____
MIKE POIRIER, Mayor

ATTEST:

By: _____
TAMMY McCORD, City Clerk

APPROVED AS TO FORM:

By: _____
DANIELLE R. MARCHANT, City Attorney



VOLUNTEER COMMISSION/BOARD APPLICATION

COMMISSION/BOARD INFORMATION

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

- | | |
|--|---|
| <input type="checkbox"/> Arts, Recreation & Parks Commission | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Cemetery Advisory Board | <input checked="" type="checkbox"/> Lodging Tax Advisory Committee |
| <input type="checkbox"/> Civil Service Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Code Enforcement Board | <input type="checkbox"/> Salary Commission for Councilmember Compensation |
| <input type="checkbox"/> Historic Preservation Board | <input type="checkbox"/> Tourism Promotion Area Board |

APPLICANT INFORMATION

City of Wenatchee Resident Yes No

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

Last Name: Stika First Name: Nadine Initial: J

Physical Address: 46 Makenna Lane City: East Wenatchee Zip: 98802

Mailing Address: 46 Makenna Lane City: East Wenatchee Zip: 98802

Day Phone: 509-750-8640 Evening Phone: 509-750-8640

E-mail: nadines@nwxsouthern.com Years lived in Wenatchee Valley: Less than 1

Occupation: Hotel General Manager Years of Experience: 25

Work Address: 25 N Worthen City: Wenatchee Zip: 98801

Education and Formal Training: _____

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

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

Volunteer/Community Experience:

Organization and Duties: Rotary Club of Yuma and Moses Lake Length of Service: 12

Organization and Duties: Yuma Hotel & Lodging Association Length of Service: 3

Organization and Duties: Moses Lake Chamber Of Commerce Length of Service: 3

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Skills/Special Interests: Reading, crochet, camping and anything outside.

Experience related to the Commission/Board: I do not have any experience with this type of board but joined multiple boards in my years.

Why are you seeking this appointment? I am excited to be a part of the local community but build relationships in order to grow and strengthen the City Of Wenatchee in as many aspects as I am able.

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

If yes, please explain: _____

REFERENCES

Name: Jeanine Rhea
Address: _____ City: _____ Zip: _____
Phone: 928-388-8382 Email: jeaninerhea@gmail.com
Occupation: Hotel Manager Years known: 19

Name: Joe Andrick
Address: _____ City: _____ Zip: _____
Phone: 816-550-7174 Email: jandrick@truenorthhotels.com
Occupation: Regional Vice President of Operations Years known: _____

Name: Rhonda Michaelson
Address: _____ City: _____ Zip: _____
Phone: _____ Email: rmichaelson@truenorthhotels.com
Occupation: Hotel Manager Years known: _____

AFFIDAVIT OF APPLICANT

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

Nadine Stika
(Signature)
Date: 04-09-2024



Volunteer Board, Commission and Committee Responsibilities

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

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

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

Signed: _____

Nadine Stipe

Date: _____

4/9/24



Proclamation

WHEREAS, the month of June was designated Pride Month to commemorate the Stonewall riots which occurred in June of 1969 and are generally recognized as the catalyst of the LGBT Rights Movement; and

WHEREAS, "every individual" is equal before and under the law and has the right to equal protection and equal benefit of the law without discrimination based on race, national or ethnic origin, color, religion, sex, age, or mental or physical disability; and

WHEREAS, the long and ongoing struggle to transgender, lesbian, gay, bisexual, and other sexual minorities for basic civil and human rights continues to provide inspiration to all; and

WHEREAS, Wenatchee celebrates the history and diversity of our City's lesbian, gay, bisexual, and transgender community, and promotes a society in which all residents can live free from discrimination; and

WHEREAS, Pride Month is an opportunity to celebrate this harmony in which we coexist.

NOW, THEREFORE, I, Mike Poirier, Mayor of the City of Wenatchee, do hereby proclaim the month of June 2024 as "PRIDE MONTH" in the City of Wenatchee, and encourage everyone to eliminate prejudice everywhere it exists, respect the rights of all people, and to celebrate the great diversity of our city by attending the Pride Festival on Saturday, June 22, 2024, from 11:00 a.m. to 9:00 p.m. at Memorial Park.



IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on this 13th day of June, 2024.

A handwritten signature in black ink that reads "Mike Poirier". The signature is written in a cursive style and is positioned above a horizontal line.

MIKE POIRIER, Mayor

RESOLUTION NO. 2024-19

A RESOLUTION, appointing Vanessa Saldivar as a member to the Board of Commissioners for the Housing Authority of Chelan County and the City of Wenatchee to fill an unexpired three-year term.

WHEREAS, pursuant to Ordinance 98-1 of the City of Wenatchee and Resolution 98-1 of the County of Chelan (codified as Chapter 1.284 of the Chelan County Code), the Housing Authority of Chelan County and the City of Wenatchee was created; and

WHEREAS, the Housing Authority of Chelan County and the City of Wenatchee has a Board of Commissioners where the City of Wenatchee is authorized to appoint members to such Board; and

WHEREAS, a vacancy exists on the Board of Commissioners for the Housing Authority of Chelan County and the City of Wenatchee, which is a position filled by the City; and

WHEREAS, Vanessa Saldivar was recommended for appointment to the Board of Commissioners for the Housing Authority of Chelan County and the City of Wenatchee; and

WHEREAS, Vanessa Saldivar is qualified to serve on the Board of Commissioners for the Housing Authority of Chelan County and the City of Wenatchee.

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

Section 1. Appointment. The City Council makes the following appointment to the Board of Commissioners for the Housing Authority of Chelan County and the City of Wenatchee with a term as stated below:

<u>NAME & ADDRESS</u>	<u>TERM BEGINS</u>	<u>TERM EXPIRES</u>
Vanessa Saldivar Director of Title V Wenatchee Valley College 1300 Fifth Street Wenatchee, WA 98801	Immediately	April 21, 2026

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

ADOPTED by the City Council of the City of Wenatchee, Washington,
this 13th day of June, 2024.

CITY OF WENATCHEE,
a Municipal Corporation

By: _____
MIKE POIRIER, Mayor

ATTEST:

By: _____
TAMMY McCORD, City Clerk

APPROVED AS TO FORM:

By: _____
DANIELLE R. MARCHANT, City Attorney



VOLUNTEER COMMISSION/BOARD APPLICATION

COMMISSION/BOARD INFORMATION

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

- | | |
|--|---|
| <input type="checkbox"/> Arts, Recreation & Parks Commission | <input checked="" type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Cemetery Advisory Board | <input type="checkbox"/> Lodging Tax Advisory Committee |
| <input type="checkbox"/> Civil Service Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Code Enforcement Board | <input type="checkbox"/> Salary Commission for Councilmember Compensation |
| <input type="checkbox"/> Historic Preservation Board | <input type="checkbox"/> Tourism Promotion Area Board |

APPLICANT INFORMATION

City of Wenatchee Resident Yes No

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

Last Name: Saldivar First Name: Vanessa Initial: _____

Physical Address: 115 S. Emerson Avenue City: Wenatchee Zip: 98801

Mailing Address: Same City: _____ Zip: _____

Day Phone: 971-219-3866 Evening Phone: _____

E-mail: vnsaldivar@gmail.com Years lived in Wenatchee Valley: 10 months

Occupation: Program Director Years of Experience: 10

Work Address: 1300 Fifth Street City: Wenatchee Zip: 98801

Education and Formal Training: BSW, M.S. in Migration Studies

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

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

Volunteer/Community Experience:

Organization and Duties: Founding Board Member, Colorado Asylum Center Length of Service: 5 yrs

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Skills/Special Interests: Justice, Equity, Diversity, and Inclusion (JEDI), Immigration Law and Policy

Experience related to the Commission/Board: 10 years of community-based non-profit experience.
5 years of local government experience.

Why are you seeking this appointment? Dignified housing is a human right. I would like to contribute my skills,
passion, and expertise to expand access to quality, safe, and affordable housing. I am proud to represent the
immigrant community on this board.

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

If yes, please explain: _____

REFERENCES

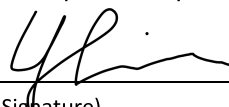
Name: Diana Garza
Address: 1300 Fifth Street City: Wenatchee Zip: 98801
Phone: (509)682-6805 Email: dgarza@wvc.edu
Occupation: Vice President of Student Affairs - Wenatchee Valley College Years known: 8 months

Name: Ali Schneider
Address: 6119 SE Insley City: Portland Zip: 97206
Phone: (503) 725-4556 Email: alexandra.l.schneider@pdx.edu
Occupation: Staff Attorney - Portland State University Years known: 14 years

Name: Christina Brown
Address: 1888 Sherman Street, Suite 200 City: Denver Zip: 80203
Phone: (303)747-3494 Email: cbrownlawoffice@gmail.com
Occupation: Founding Attorney Years known: 10 years

AFFIDAVIT OF APPLICANT

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



(Signature)
Date: 6/6/2024



Volunteer Board, Commission and Committee Responsibilities

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

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

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

Signed: 

Date: 6/6/2024

RESOLUTION NO. 2024-20

A RESOLUTION, confirming the mayoral appointment of Elizabeth Rossiter to the office of Director of Information Technology.

WHEREAS, pursuant to WCC 1.08.190, the City has created an Information Technology Department; and

WHEREAS, the Director of Information Technology serves as the department head for the Information Technology Department; and

WHEREAS, the Director of Information Technology position is an appointive office under WCC 1.06.060(1); and

WHEREAS, the Mayor has the power, under WCC 1.06.060(2), to appoint an individual to serve as the Director of Information Technology; and

WHEREAS, WCC 1.06.060(4), requires that the mayoral appointment be confirmed by a majority vote of the City Council; and

WHEREAS, Mayor Mike Poirier has appointed Elizabeth Rossiter as the Director of Information Technology of the City of Wenatchee.

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

Section 1. Confirmation of Appointment. The City Council hereby confirms the mayoral appointment of Elizabeth Rossiter to the position of Director of Information Technology.

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

ADOPTED by the City Council of the City of Wenatchee, Washington, this 13th day of June, 2024.

CITY OF WENATCHEE,
a Municipal Corporation

By: _____
MIKE POIRIER, Mayor

ATTEST:

By: _____
TAMMY McCORD, City Clerk

APPROVED AS TO FORM:

By: _____
DANIELLE R. MARCHANT, City Attorney



Elizabeth Rossiter

PROFESSIONAL HIGHLIGHTS

- ⇒ Implemented Bothell’s first formal technology governance model to ensure that technology investments are made considering the organization as a whole and with focus on Council & City priorities.
- ⇒ Manage \$8M biennial IT budget with focus on fiscal responsibility and sustainability.

- ⇒ Built Bothell’s first Technology Workplan to manage and communicate resources, facilitate project success, and maintain a deliberate and predictable roadmap.
- ⇒ Implemented Bothell’s first IT DEI Plan for more equitable hiring, enhanced innovation and inclusive technology investment processes.

- ⇒ Implemented Executive Cybersecurity Posture Reporting to build understanding around security risk, collaborate on acceptable risk and prioritize compliance gaps.
- ⇒ Formalized IT cross training program to ensure high service levels and employee work/life balance.

PROFESSIONAL JOURNEY

Technology Programs Manager
Interim IT Director
Enterprise Applications Manager
Systems Administrator
Technician

EDUCATION

Washington State University
Bachelors in Management In
Information Services

RECENT TRAINING

ITIL Service Level Fundamentals
ITIL Strategic Leadership
Yale Executive Leadership
PMP Project Management

LEADERSHIP STYLES

Participative

- ◇ Engage, collaborate, workshop,
- ◇ Group decision making,
- ◇ Transparent and candid communication,
- ◇ Seek and offer feedback,
- ◇ Encourage questioning status quo.

Servant

- ◇ Seek to understand,
- ◇ Forward thinking,
- ◇ Ethical and compassionate decision making,
- ◇ Help people reach their goals and find fulfillment.



ABOUT ME

Outside work I enjoy connecting with the world around me through:

- ∞ Family and friends,
- ∞ My dog,
- ∞ Hiking,
- ∞ Camping,
- ∞ Viewing and creating art,
- ∞ Photography,
- ∞ Volunteer work,
- ∞ Travel.

CORE VALUES



**Inclusion
& Teamwork**



**Integrity
& Honesty**



**Transparency
& Consistency**



**Compassion
& Caring**



**Growth &
Innovation**



Courage



**Social
Responsibility**



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Elisa Schafer, Facilities Manager
Public Works Department

MEETING DATE: June 13, 2024

I. SUBJECT

Lease with Automated Logic Corporation

II. ACTION REQUESTED

Staff recommends the City Council authorize the City administration to negotiate and sign the lease agreement with Automated Logic Corporation for approximately 1,200 sf of office space located at 301 Yakima Street, Suite 315.

III. OVERVIEW

There is approximately 1,200 sf of office space available on the third floor of the Wenatchee City Hall building for lease. Automated Logic Corporation, a local building controls contractor, would like to lease this space for office use, housing 2-3 employees.

The lease space would require minimal drywall patching for two door relocations and the overall walls to be painted before occupancy.

IV. FISCAL IMPACT

This is a five-year lease term where the City of Wenatchee will receive \$2,250 per month plus applicable leasehold excise taxes for the first year and adjusted per the CPI for subsequent years.

V. REFERENCE(S)

1. Draft Automated Logic Corporation Lease

VI. ADMINISTRATIVE ROUTING

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

LEASE

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between City of Wenatchee, a municipal corporation of the State of Washington, hereinafter referred to as Landlord, and Automated Logic Corporation, a Georgia corporation, hereinafter referred to as Tenant, collectively referred to as the “Parties.”

RECITALS:

WHEREAS, Landlord owns the real property and buildings located at 301 Yakima Street, Wenatchee, Washington; and

WHEREAS, Landlord has agreed to lease to Tenant and Tenant has agreed to lease from Landlord Suite 315 of the building with an address of 301 Yakima Street, Wenatchee, WA (the “Building”) consisting of 1,200 square feet of office space as depicted on Exhibit “A” (the “Premises”); and

WHEREAS, Landlord and Tenant wish to enter into this Lease to define the lease terms.

AGREEMENT:

1. Term. This Lease shall be for a term of sixty (60) months commencing on the later of (i) 30 days following the signing of the Lease by both parties, and (ii) completion of Landlord’s Work (as defined below) (the “Commencement Date”). The Lease may be extended upon mutual agreement by both Parties. Tenant shall have the right to terminate the lease at the end of the 36th month by providing Landlord written notice of its intent to terminate the Lease no later than 6 months prior to the date of early termination.

2. Rental. Tenant agrees to pay the Landlord, at the Landlord’s address set forth in Section 22 hereof or at such other place as Landlord may designate in writing, the rental amount of Two Thousand Two Hundred Fifty Dollars (\$2,250.00) monthly for the initial twelve (12) months of the Term. The Tenant shall pay leasehold excise tax as required by state law as additional monthly rent. The additional leasehold excise tax, currently 12.84%, will be identified by the City and added to the monthly rent. In the event, during the original term or any extension hereof any installment of rent and leasehold excise tax is not paid within ten (10) days after it becomes due, a late fee of five percent (5%) of the monthly rental and leasehold excise tax shall be charged.

Rent shall be deemed paid when received by the Landlord.

The monthly rent payable under this Lease shall be increased for the second twelve (12) month period of this Lease and on each and every annual anniversary thereafter, by the same percent of increase as the CPI Pacific Cities and US City Average, West – B/C (Dec. 1996=100), as published by the United States Department of Labor, Bureau of Labor Statistics, has increased for the preceding twelve (12) month period. If figures for such Index are not available for the first and last months of such twelve (12) month period, the closest months for such figures which are available prior to the beginning and ending of each such period shall be used. If the Index remains unchanged or decreases, the monthly rental for the previous year will continue for the following one (1) year rental period.

Landlord and Tenant acknowledge that this Lease is intended to be a gross lease and that the rent expressly set forth in this Section 2 shall be the sole rent payable by Tenant hereunder. Landlord shall be responsible for paying all utilities assessed against the Building (except as provided in Section 12), and all expenses incurred by Landlord in connection with the operation, maintenance and repair of the Building and in connection with the performance of Landlord's other obligations under this Lease, except as otherwise expressly provided to be paid by Tenant hereunder.

3. Security Deposit. \$0.00.

4. Use. The Premises may be used by Tenant for the sole purpose of administrative and operational offices or any other legally permissible use. Tenant covenants that it will not allow said Premises to be used for any illegal or immoral purpose, and that it will not do or suffer to be done, in or about said Premises, any act or thing which may be a nuisance, annoyance, inconvenience, or damage to Landlord, the occupants of adjoining property or the neighborhood. During the term of the Lease and any extension thereof, Tenant shall have the right to, at no additional cost, use the office furniture remaining in the Premises as well as the furniture in the adjacent office space.

6. Access. The building shall be open to the public during Landlord's normal operating hours. Tenant and its employees may have access to the Premises at all dates and times, including after hours when the building is not open to the public. Tenant shall defend, indemnify and hold the Landlord, its officials, employees and agents harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the Tenant's use of the building when it is not open to the public, except for injuries and damages caused by the sole negligence of the Landlord.

7. Acceptance and Condition of Premises. Tenant accepts the premises "as is" in its current condition and configuration. Taking of possession of the Premises by the Tenant shall constitute acknowledgment by Tenant that the Premises, except as provided otherwise herein, were in good and tenantable condition and working order. Landlord represents and warrants to Tenant that as of the Commencement Date, (a) the Premises (and the systems therein) will be in compliance with all statutes, laws, ordinances, orders, rules, regulations and other governmental requirements relating

to the use, condition and occupancy of the Premises, and all rules, orders, regulations and requirements of the board of fire underwriters, or any similar body having jurisdiction over the Premises, and (b) the Premises and all systems servicing them, are in good working order and repair.

8. Landlord's Work. Landlord shall, at its sole cost and expense and in a professional manner, on or before the date that is 30 days following the signing of the Lease by both parties, complete Landlord's Work as shown and described on Exhibit B. Landlord acknowledges that Landlord will be responsible for all costs related to any work required to comply with local, state or federal codes, laws, and regulations

9. Alterations. Tenant shall make no changes, improvements or alterations to the Premises without the prior consent of Landlord. The Landlord and Tenant shall coordinate all alterations with the other when any work is to be completed by a third-party vendor/subcontractor. All such changes, improvements and alterations, if any, made by Tenant shall remain on the Premises and shall become the property of Landlord upon the expiration or sooner termination of this Lease, unless Landlord requests their removal. In the event Landlord notifies Tenant to remove any or all of the changes, alterations or improvements made by Tenant, Tenant shall, prior to the end of the term, as extended, do so and shall promptly repair any damage caused by such removal.

10. Maintenance by Landlord. Landlord shall maintain in good condition the common areas of the Building, the structural and exterior components of the Building, including glass. Landlord shall not be obligated to repair or replace any fixtures or equipment installed by Tenant and Landlord shall not be obligated to make any repair or replacement occasioned by act or omission of Tenant, its employees, agents, invitees or licensees. Landlord shall maintain in good condition and repair the HVAC, plumbing and electrical systems. Landlord shall keep the sidewalks adjacent to the demised Premises at all times in good, neat, clean, safe and sanitary condition and repair, free from snow, waste or nuisance thereon. In the event of any damage to the glass in the demised Premises, including exterior windows, Landlord shall cause the damage to be repaired as speedily as possible at its own cost and expense unless damage is caused by the tenant who will then be responsible for replacement.

10.1 The Landlord and Tenant shall use the City's work order system to document work requests and work completed to the facility.

10.2 The Tenant may request work to be done by the Landlord that otherwise would be considered the Tenant's responsibility where the Landlord may charge the Tenant for parts and labor to complete the work. Landlord shall not be obligated to do such work.

11. Maintenance and Repairs by Tenant. Tenant shall keep the Premises in a neat, clean and sanitary condition.

12. Utilities. Landlord shall pay for all water, electricity, natural gas and sewer charges for the leased Premises. Tenant shall pay for any other utilities it desires to the Premises.

13. Signs. Tenant shall not erect or maintain any signs or other obstructions upon said Premises except as now exist without the written consent of Landlord. Notwithstanding the foregoing, Tenant shall have the right to install its standard signage on the door to Premises.

14. Taxes. Landlord is exempt from real property taxes. Tenant shall pay, before the same become delinquent, all taxes, if any, assessed against the furniture, fixtures, equipment and other property, including inventory, which is owned by the Tenant located on the Premises.

15. Liability Insurance. Tenant shall, at Tenant's expense, maintain general liability and property damage insurance insuring against any and all claims for injury to or death of persons and loss of or damage to property occurring upon, in or about the Premises. Such insurance shall have liability limits of not less than One Million Dollars (\$1,000,000) in respect of injury or death to any one person, not less than Two Million Dollars (\$2,000,000) in respect of any one occurrence or accident, and not less than One Million Dollars (\$1,000,000) for property damage.

All such insurance shall be issued by carriers acceptable to Landlord and shall contain a provision whereby the carrier agrees not to cancel or modify the insurance without twenty (20) days prior written notice to Landlord.

On or before taking possession of the Premises pursuant to the Lease, Tenant shall furnish Landlord with a certificate evidencing the aforesaid insurance coverage, and renewal certificates shall be furnished to Landlord prior to the expiration date of each policy for which a certificate was theretofore furnished.

16. Property Insurance. Tenant shall, at Tenant's expense, maintain on all of Tenant's personal property and leasehold improvements and alterations on the Premises a policy of standard property insurance, with extended coverage, in the amount of their replacement value. Such insurance shall name Landlord and Tenant as co-insureds. All proceeds of any such insurance shall be applied to the restoration of fixtures, improvements and alterations. Any proceeds of such insurance remaining after such restoration shall belong to Tenant.

Landlord shall also maintain property insurance covering loss or damage to the Building in an amount equal to its replacement cost. Such policies shall provide fire, extended coverage, and all risk (special) coverage with loss payable to Landlord.

17. Inspection. Landlord shall have the right, upon prior reasonable notice, of reasonable inspection of the leased Premises at all reasonable times and for said purpose shall have free access thereto.

18. Damage or Destruction. If the leased Premises are damaged or destroyed by fire or any cause other than a grossly negligent act of Tenant, its employees, agents, invitees or licensees, Landlord shall restore the leased Premises, except for such fixtures, improvements and alterations as are installed by Tenant, as nearly as practicable to their condition immediately prior to such damage or destruction. Tenant, at Tenant's expense, shall so restore all such fixtures, improvements and alterations installed by Tenant. Landlord, at Tenant's expense, shall so restore the leased Premises with respect to all damage caused by any grossly negligent act of Tenant, its employees, agents, invitees or licensees that is not covered by the insurance Landlord is required to maintain under the Lease, and Tenant agrees to reimburse Landlord upon demand for all sums expended from time to time for such restoration. The obligations to restore provided in this paragraph shall be subject to Landlord's termination rights provided below. Any restoration shall be promptly commenced and diligently prosecuted. Landlord shall not be liable for any consequential damages by reason of any such damage or destruction.

Notwithstanding any of the foregoing provisions of this Section, in the event the Premises shall be destroyed or damaged to such an extent that Landlord deems that it is not economically feasible to restore the same, then Landlord may terminate this Lease as of the date of the damage or destruction by giving Tenant notice to that effect.

19. Condemnation. If all of the Premises is taken by any public authority under the power of eminent domain, this Lease shall terminate as of the date possession is taken by said public authority pursuant to such condemnation.

If any part of the Premises is so taken and, in the opinion of either Landlord or Tenant, it is not economically feasible to continue this Lease in effect, either party may terminate this Lease. Such termination by either party shall be made by notice to the other given not later than ninety (90) days after possession is taken, the termination to be effective as of the later of ninety (90) days after said notice or the date possession is so taken.

If part of the Premises is so taken, and neither Landlord nor Tenant elects to terminate this Lease, or until termination is effective, as the case may be, the rental shall be abated in the same proportion as the portion of the Premises so taken bears to the whole of the Premises, and Landlord shall make such repairs or alterations, if any, as are required to render the remainder of the Premises tenantable.

All damages awarded for the taking or damaging of all or any part of the Premises shall belong to and be the property of Landlord, and Tenant hereby assigns to Landlord any and all claims to such award, but nothing herein contained shall be construed as precluding Tenant from asserting any claim Tenant may have against such public authority for disruption or relocation of Tenant's business on the Premises.

20. Default; Remedies. The occurrence of any of the following events shall be deemed a breach of this Lease, namely: If Tenant shall make an assignment for the benefit of creditors or shall file a voluntary petition under any bankruptcy act or any other law for the relief of debtors; or if an involuntary petition is filed against Tenant under any such law and is not dismissed within sixty (60) days after filing; or if a receiver be appointed for the property of Tenant and is not discharged or removed within sixty (60) days; or if any department of any government or any officer thereof shall take possession of the business or property of Tenant; or if the Tenant is adjudicated a bankrupt. Upon any such occurrence Landlord, at its option, may terminate this Lease by notice to Tenant and upon such termination Tenant shall quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

IF TENANT SHALL DEFAULT IN PERFORMANCE OF ANY OF TENANT'S OBLIGATIONS UNDER THIS LEASE OR SHALL VIOLATE ANY TERM OR PROVISION OF THIS LEASE, AND THE CONTINUATION OF SUCH FAILURE FOR A PERIOD OF FIFTEEN (15) DAYS AFTER WRITTEN NOTICE THEREOF BY LANDLORD TO TENANT, OR, IN THE CASE OF ANY SUCH DEFAULT WHICH CANNOT WITH DUE DILIGENCE BE CURED WITHIN SUCH FIFTEEN (15) DAY PERIOD, FAILURE OF TENANT TO COMMENCE TO CURE THE SAME WITHIN SUCH FIFTEEN (15) DAYS AND THEREAFTER DILIGENTLY PURSUE THE CURING OF SUCH DEFAULT, LANDLORD MAY, UPON GIVING TENANT ANY NOTICE REQUIRED BY LAW, TERMINATE THIS LEASE AND UPON SUCH TERMINATION TENANT SHALL QUIT AND SURRENDER THE PREMISES TO LANDLORD, BUT THE TENANT SHALL REMAIN LIABLE AS HEREINAFTER PROVIDED.

If this Lease shall be terminated as herein provided, Landlord may immediately or at any time thereafter re-enter the Premises and remove any and all persons and property therefrom; by any suitable proceeding, law or otherwise, without liability therefor, and re-enter the Premises, without such re-entry diminishing Tenant's obligation to pay rental for the full term hereof, and Tenant agrees to pay Landlord any deficiency arising from re-entry and reletting of the Premises at a lesser rental than provided herein.

Landlord shall apply the proceeds of any reletting first to the payment of such reasonable expenses as Landlord may have incurred in recovering possession of the Premises, and removing persons and property therefrom, and in putting the same into good order or condition or preparing or altering the same for reletting, and all other expenses incurred by Landlord for reletting the Premises; and then to Tenant's obligation to pay rental. Any such reletting may be for the remainder of the term of this Lease or for a longer or shorter period. In any case and whether or not the Premises or any part thereof be relet, Tenant shall pay to Landlord the rent and all other charges required to be paid by Tenant up to the time of such termination of the Lease, and, thereafter, Tenant agrees to pay the equivalent of the amount of all rent reserved herein and all other charges required to be paid by Tenant, less the net proceeds of reletting, if any, and the same shall be due and payable by Tenant monthly as the amount thereof is ascertained by Landlord, and Landlord may bring an action therefor as such monthly deficiencies arise. In any of the circumstances hereinabove mentioned, Landlord shall have

the option, instead of holding Tenant liable for the amount of all the rent and all other charges required to be paid by Tenant less the net proceeds of reletting if any, forthwith to recover from Tenant an aggregate sum representing, at the time of such termination of this Lease, the then present worth of the excess, if any, of the aggregate of the rent and all other charges payable by the Tenant hereunder that would have accrued until the end of the Lease term over the aggregate rental value of the Premises during such term.

21. **Default by Landlord.** If Landlord defaults in the performance of any terms, covenants or conditions of this Lease, and such default shall not have been remedied within a reasonable period after written notice by Tenant to Landlord specifying such default and requiring it to be remedied, then Tenant, without limiting any of its remedies at law or in equity, may remedy the default and Landlord shall immediately reimburse Tenant for Tenant's expenses incurred in remediating such default. Tenant shall provide Landlord with reasonable documentation showing Tenant's expenses incurred in remediating the default.

21. **Liens.** Tenant shall not suffer or permit any lien to be filed against the Premises, any building thereof, or any part thereof or the Tenant's leasehold interest, by reason of work, labor, services or materials performed or supplied to Tenant or anyone holding the Premises or any part thereof under Tenant. If any such lien is filed against the Premises or any improvement thereon or Tenant's leasehold interest, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same.

22. **Indemnity.** Tenant agrees that Landlord shall not be liable for any claims for death of or injury to person or damages to or destruction of property sustained by Tenant, its sublessees, licensees, invitees, or by any other person in the Premises, including without limiting the generality of the foregoing, any claims caused by or arising from the condition or maintenance of any part of the Premises unless and to the extent such damage is caused by the negligence of Landlord. Tenant hereby waives all claims therefor and agrees to indemnify and save Landlord harmless against any such claim, loss, damage or liability or any expense incurred by Landlord in connection therewith. Landlord shall indemnify and hold harmless Tenant from and against any loss, damage, liability and expense (including, without limitation, court costs, reasonable expert witness fees and reasonable attorneys' fees) to the extent caused by a negligent act on the part of Landlord, its agents, subcontractors, invitees, or employees.

23. **Notices.** All notices, demands and requests to be given by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be sent by United States registered or certified mail, postage prepaid, addressed to Tenant at c/o Carrier Corporation, 13995 Pasteur Blvd, Palm Beach Gardens, FL 33418, Attn: Ilya Steinberg / 561 365-1241 / ilya.steinberg@carrier.com, with a copy to the Premises, or at such other place as Tenant may from time to time designate by notice to Landlord. All notices, demands and requests by Tenant to the Landlord shall be sent by United States registered or certified mail, postage prepaid, addressed to Landlord at P.O. Box 519, Wenatchee, Washington 98807-0519, or at such other place as Landlord

may from time to time designate by notice to Tenant. Notice, demands, and requests served upon Landlord or Tenant as provided in this Section in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand, or request shall be so mailed in any post office in the United States.

24. Performance of Covenants. If Tenant shall fail to make any payment or perform any of the Tenant's obligations under this Lease, Landlord may, upon the continuation of such failure for a period of fifteen (15) days after written notice thereof by Landlord to Tenant, without waiving or releasing Tenant from any obligations of Tenant under this Lease, make such payment or perform such obligation in such manner and to such extent as Landlord deems desirable. All sums so paid by Landlord and all necessary costs and expenses in connection with the performance of any such obligation by Landlord, together with interest thereon at the rate of twelve percent (12%) per annum, compounded monthly, from the date of the making of such expenditure by Landlord, shall be deemed additional rent hereunder and shall be payable to Landlord on demand.

25. Surrender of Premises. Tenant, at the expiration or sooner termination of this Lease, shall quit and surrender the Premises in good, neat, clean and sanitary condition, except for reasonable wear and tear and damage not caused by any act or omission by Tenant, its employees, agents, invitees or licensees.

26. Force Majeure. Failure to perform any of obligations under this Lease shall be excused if due to causes beyond the control and without fault or negligence of the performing party, including but not restricted to acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics and strikes.

27. Light, Air and View. Landlord does not guarantee the continued present status of light, air or view over any Premises adjoining or in the vicinity of the Premises.

28. Miscellaneous.

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

(b) Attorneys' Fees. If an action be commenced to enforce any of the provisions of this Lease, the parties shall bear their own attorney's fees and costs incurred therein.

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

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

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

(f) Entire Agreement. This document contains the entire and integrated agreement of the parties and may not be modified except in writing signed and acknowledged by both parties.

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

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

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

(j) Binding Effect. Subject to the provisions of Section 15 hereof, this Lease shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors and assigns.

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

LANDLORD:

CITY OF WENATCHEE

By _____

Notary Public

DRAFT

Exhibit A Premises



DRAFT

Exhibit B Landlord's Work

Landlord's Work shall include:

1. Install two (2) new doors indicated below as (1)
2. Wall-in three (3) existing door openings indicated below as (2)
3. Patch and paint all walls
4. Patch and replace missing or damaged carpet to match existing carpet
5. Clean Premises

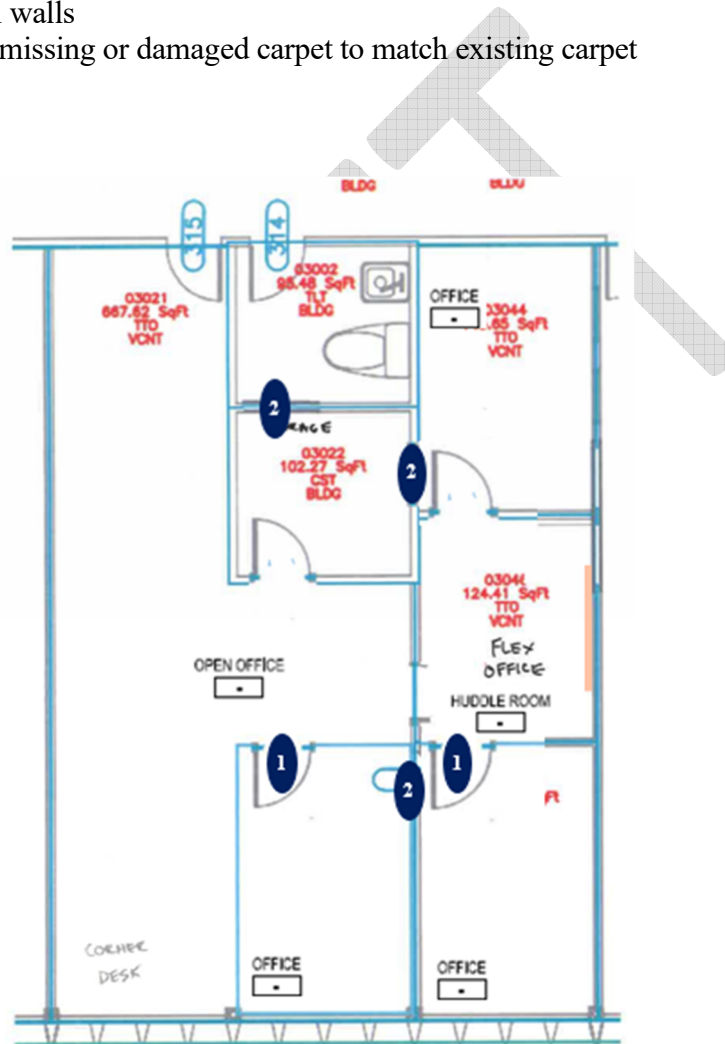


EXHIBIT A WENATCHEE CITY HALL - THIRD FLOOR



1 FLOOR PLAN - THIRD FLOOR
1/8" = 1'-0"

SHEET: **A2.4**



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Charlotte Mitchell, Project Engineer
Public Works

MEETING DATE: June 13, 2024

I. SUBJECT

Update the capital project budget sheet for the 2024 Pavement Preservation project.

II. ACTION REQUESTED

Motion for the City Council to approve the amended Project Budget Sheet for the 2024 Pavement Preservation Project, City project number 2301.

III. OVERVIEW

The overall funding for the 2024 Pavement Preservation Project has increased due to several factors. The original budget underestimated the amount needed for the construction engineering portion. In addition, the design changed due to an adjacent project which increased the need for additional funding.

IV. FISCAL IMPACT

The 2024 budget for the 2025 Pavement Preservation Project included funds for pavement repair in 2024 to prepare for the chip sealing that project will do in 2025. The scope of that project has changed and no longer requires any pavement repair. Therefore, staff is requesting that those funds be reallocated to the 2024 Pavement Preservation Project. This will keep the overall Pavement Preservation Program within the Fund 111 budget for this year.

V. PROPOSED PROJECT SCHEDULE

Construction for this project will start July 8th. There are 60 working days in the contract.

VI. REFERENCE(S)

1. Updated Capital Project Budget sheet

VII. ADMINISTRATIVE ROUTING

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



Capital Project Budget

Date: June 13, 2024 Project Number: 2301

Project Name: 2024 Pavement Preservation Dept/Category: Public Works - Street

Project Description:

This project will resurface existing streets in accordance with the City's StreetSaver Pavement Management Program.

Project Lead:	Charlotte Mitchell	Start Year:	2023
Assigned Department:	Public Works	End Year:	2024
Original Project Budget:	\$2,000,000	Total City Funding:	\$2,325,190
Budget Amendment:	\$325,190	Other Funding:	

Project Notes:

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2024	2025	2026+	
Design Engineering	305,000	19,000	205,350	118,650			324,000
Right of Way Acquisition							
Construction Contract	1,525,000	23,000		1,548,000			1,548,000
Construction Contingency		154,800		154,800			154,800
Construction Engineering	155,000	127,910		282,910			282,910
Art Fund	15,000	480		15,480			15,480
Total Project Expenditures	2,000,000	325,190	205,350	2,119,840			2,325,190

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2024	2025	2026+	
Fund:	111 - Street Overlay	2,000,000	325,190	205,350	2,119,840			2,325,190
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
Total Project Revenues		2,000,000	325,190	205,350	2,119,840			2,325,190

Approved by City Council: _____ Date _____



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Charlotte Mitchell, Project Engineer
Public Works

MEETING DATE: June 13, 2024

I. SUBJECT

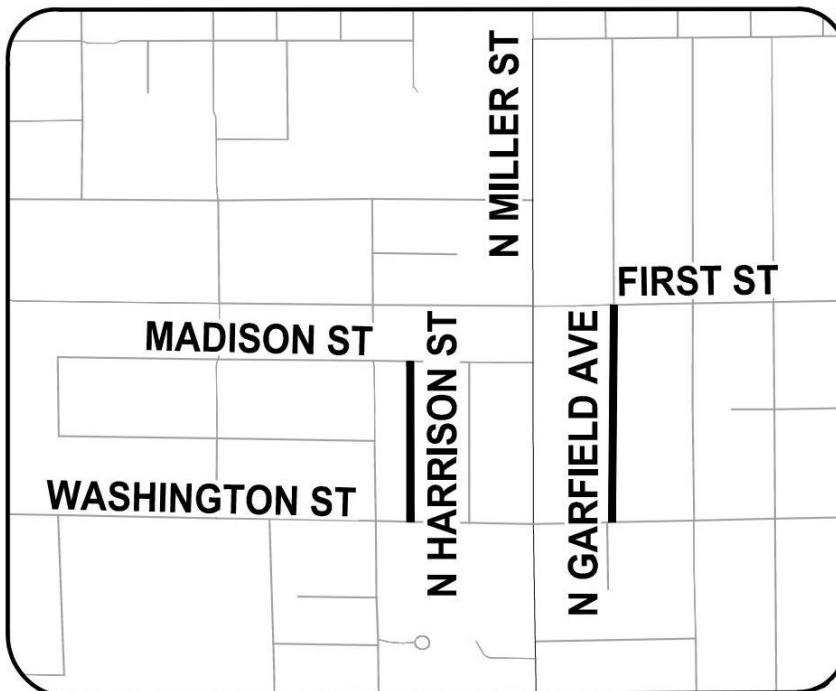
Amendment to contract with KPG, Psomas for the construction administration of city Project #2301 – 2024 Pavement Preservation in the amount of \$247,910.

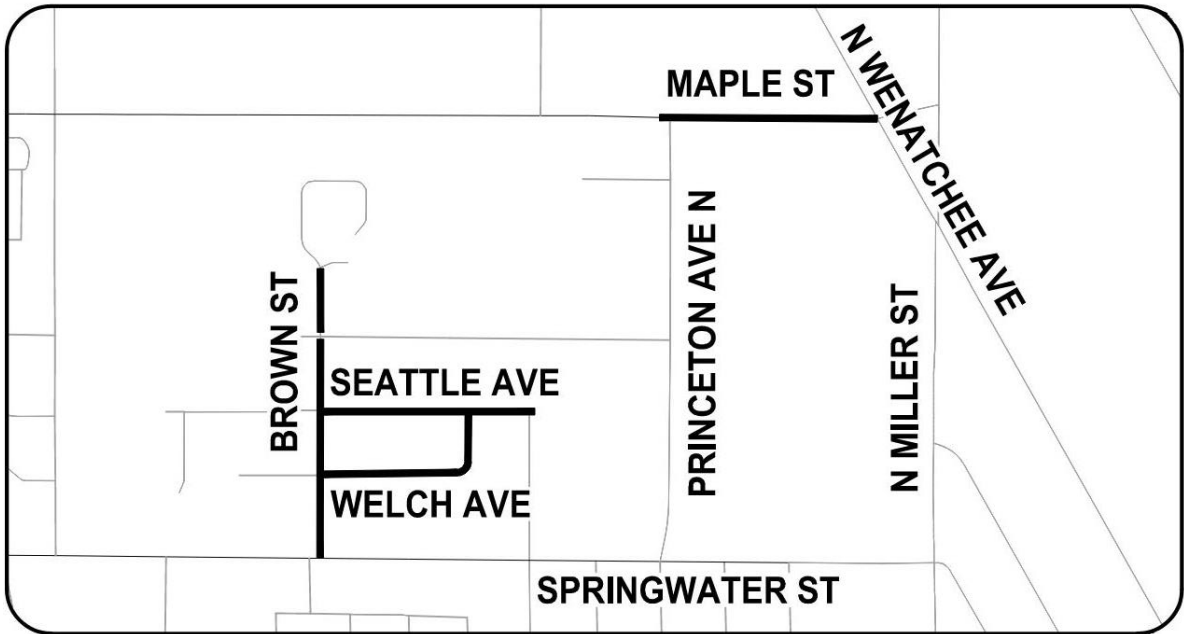
II. ACTION REQUESTED

Motion for the City Council to authorize the City Administrator to sign an amendment to the contract with KPG Psomas, Inc for construction administration services for 2024 Pavement Preservation Project, city project number 2301.

III. OVERVIEW

This is for our annual pavement preservation project. The construction contract was awarded to Central Washington Asphalt on May 23, 2024. This amendment to the pre-existing contract with KPG, Psomas, Inc will cover construction inspection and administration for this project.





IV. FISCAL IMPACT

This contract amendment is over the 2024 capital project budget amount, however the project budget sheet will be requested to be amended in this same meeting to account for this with funds that will not be used on another project. Please see other related agenda item.

V. PROPOSED PROJECT SCHEDULE

Construction for this project will start July 8th. There are 60 working days in the contract.

VI. REFERENCE(S)

1. Contract amendment with KPG Psomas, Inc.

VII. ADMINISTRATIVE ROUTING

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

CITY OF WENATCHEE

P.O. BOX 519 • WENATCHEE, WASHINGTON 98807-0519 • (509) 888-3202

DEPARTMENT OF PUBLIC WORKS

**CONTRACT AMENDMENT NUMBER [3]
TO THE PROFESSIONAL SERVICES AGREEMENT
[Project Number 2301 – 2024 Pavement Preservation]**

This Contract Amendment Number 3 dated this _____ day of _____, 2024, is entered into by and between the City of Wenatchee, a municipal corporation, herein called the "City," and KPG Psomas, Inc., hereinafter the "Consultant":

WHEREAS, the City entered into a Professional Services Agreement ("Agreement") with the Consultant on 06/15/2023 for professional engineering services on the 2024 Pavement Preservation Project; and

WHEREAS, the City now desires to retain the services of the Consultant to perform additional professional services and/or extend the time for performance; and

WHEREAS, the Consultant is qualified, willing, and able to provide and perform the services, if any, as described in this Contract Amendment Number 3; and

WHEREAS, the services to be performed by the Consultant are temporary in duration.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and of the Professional Services Agreement, and the Request for Additional Funds to be kept, performed, and fulfilled by the respective parties hereto, it is mutually agreed as follows:

I. SERVICES BY CONSULTANT

All services and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely in accordance with professional standards of conduct and performance. The Consultant agrees to accomplish additional services as described in Attachment A, if any, and the time to perform all services is extended to June 30, 2025.

II. COMPENSATION

- A. Compensation for completion of the additional services, if any, shall not exceed \$ 247,910.00, as described in Attachment B.
- B. The total contract amount, including the Professional Services Agreement for \$ 265,787.00, Contract Amendment Number 1 for \$ 13,384.00, Contract Amendment Number 2 for \$ 25,000, Contract Amendment Number 3 for \$ 247,910.00, shall not exceed \$ 552,081.
- C. The above fees include all labor, materials, and expenses for completion of the work.

III. EXTENT OF AGREEMENT/MODIFICATION

The Professional Services Agreement, together with Contract Amendment Number 1, Contract Amendment Number 2, and Contract Amendment Number 3, represent the entire and completely integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements either written or oral. Except as modified herein, all provisions within the Agreement shall remain in full force and effect for the services provided under this Amendment. Additional amendments, modifications, or additions to the Agreement may only be made by written instrument properly signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment Number 3 on the dates written below:

CONSULTANT:

CITY OF WENATCHEE:

By: _____

By: _____

Print Name: _____

Laura Gloria, City Administrator

Date: _____

Date: _____

EXHIBIT A - Scope of Work



2024 Pavement Preservation Project

Contract Supplement No. 2 – Construction Services

City Project No. 2301

KPG Psomas Project No. 9WEN010400

May 10, 2024

This work will provide construction services for the contract to complete the City of Wenatchee’s 2024 Pavement Preservation project. These services will include project management, documentation control, inspection, materials testing, and contract administration during the construction of the project, as detailed below. KPG Psomas (“Consultant”) will provide to the City of Wenatchee (“City”) construction services for the project.

A detailed scope for the Contract follows:

I. INTRODUCTION

The following scope of services and associated costs are based upon the assumptions outlined below.

General Assumptions:

- The level of service and fee is based on project duration of **60 working days** with 10 days prior to construction and 20 days for closeout for a total of **90 days for Construction Services**, with no additional working days to account for changes during construction. Should additional working days be granted to the Contractor, the Consultant’s budget could be revised accordingly via a supplement to the existing contract.
- The **proposed project team** will include a construction manager, resident engineer, documentation specialist, and one full-time onsite construction observer. The team will also include a subconsultant to provide services for materials testing. Please see the attached Exhibit B that provides labor classifications for team members and hourly rates.
- One full-time inspector will be allocated to the project for each working day. The inspector is budgeted at 9 hrs per working day to accommodate potential overtime the contractor may work, as well as provide time at the end of each shift to complete necessary paperwork, project correspondences, and prepare for the next shift.
- Exhibit B Cost Computations assumes Construction Services coverage for each “working day” as described in the City’s Contract with the Contractor.
- The Consultant will develop and utilize a Record of Materials (ROM) throughout the project.

This scope of services provides the creation and management of the ROM, and scheduling of required materials testing respectively.

- The City will prepare and certify bid tabulations and issue Notice of Award.
- The City will review and execute the insurance, bonds, and the construction contract.
- It is anticipated that formal community outreach in relation to phasing and direct impacts due to construction will be performed by the City via updates to the City website. The Consultant will lead one on one property owner coordination and organic dissemination of information to the public onsite (such as answering questions from inquiring passersby).
- The Consultant will review Requests for Approval of Materials (RAMs) and will coordinate with the Engineer of Record on responding to Requests for Information (RFI's), issuing design changes, etc., as needed.
- Services will be performed in accordance with the Contract plans & special provisions, and the City of Wenatchee's engineering standards.
- Coordination of construction with franchise utilities, if any, will be provided by the Consultant.

II. SCOPE OF WORK

The work shall be performed as a supplement to the existing contract under Task Order 11. The objective and purpose of this Construction Services Agreement is for the Consultant to successfully deliver the construction of the project to the City by ensuring that the improvements are constructed in accordance with the approved plans and specifications, as may be amended or revised, and that all the required project documentation is accounted for.

TASK 11.1: MANAGEMENT / COORDINATION /ADMINISTRATION

Provide overall project management, coordination with the City, monthly progress reports, and invoicing. This effort will include the following elements:

- Organize and plan work for project staff. Prepare project instructions on contract administration procedures to be used during construction.
- Review monthly expenditures and construction management (CM) team scope activities. Prepare and submit monthly project progress letters to the City along with invoices describing CM services provided each month.

Deliverables:

- Monthly invoices and progress reports

TASK 11.2: Administrative Services up to Contractor Notice to Proceed (NTP)

Administrative services are required up to NTP to establish procedures, communication, and documentation with the City. This task also provides set up of the files, familiarization with

the contract, the beginning of material management, and general construction startup coordination activities. Work under task 11.2 includes the following:

- Review front end submittals, baseline schedule, and temporary traffic control plans provided by the contractor.
- Solicit input from the City to establish system and procedures for managing the contract.
- Tracking and storing project documentation to include the following:
- Communications
 - Change Management
 - ✓ Authority
 - ✓ Field Directives
 - ✓ Change Orders to include justifications.

Administrative process

- Approval of Subcontractors
- Material management
- Contractor progress payments
- Consultant invoices
- Prepare hard and electronic files.
- The following logs will be prepared.
 - Record of Materials (ROM), to contain the following:
 - ✓ Request for Approval of Material(Form 350-071)
 - ✓ RAM approval Codes
 - ✓ QPL Codes
 - ✓ CMO (if applicable)
 - ✓ Relative Test Reports
 - ✓ Comments
 - Material Tracking
 - ✓ Monitors testing frequency per WSDOT Construction Manual
 - ✓ Log acceptance and compaction tests
 - ✓ Log pass or fail to include resolution of failing tests.
 - ✓ Track Tickets and tonnages
 - Submittal Reviews
 - Request for Information (RFI)
 - Change Management
 - ✓ Change Order
 - ✓ Case Log (Issues)
 - ✓ Design Changes/Clarifications
 - Subcontractors
 - Certified Payroll
 - Materials on Hand
- The following templates will be prepared.
 - Field Note Record
 - Progress Payment Estimate
 - Weekly Statement of Working Days

- Change Order
- Change Order Justification
- Design Changes/Clarification
- Field Material Verification
- Site visits to become familiar with project limits and physical constraints.
- Familiarization with Contract Plans, Specifications, Permits and Geotechnical Report.
- Review ROW commitment files.
- Manage RAMs by reviewing against the Contract and/or facilitating Engineer of Record Reviews.
- Manage the ROM.
- Develop Team Communications and Stakeholders List
- Comb the Contract Provisions and compile list of submittals.
- Prepare Pre-Construction (Precon) Agenda.
- Review the Contract Provisions to insert Precon agenda items.
- Prepare Precon attendees list.
- Send invite to Precon attendees.
- Attend Precon, take notes, prepare and distribute minutes.
- Assist City with Utility Coordination
- Pre-construction photographs
- Review Contractor's Schedule for Contract Compliance

TASK 11.3: Construction Management (CM) and Administrative Services. NTP to Project Closeout.

CM and administrative services are provided by the Resident Engineer (RE) and Documentation Specialist (DS). Support includes stakeholder coordination, documentation, and change management in general compliance with City and State requirements. Work includes the following:

- Maintain Logs identified in Task 11.2.
- Coordinate material inspections from materials lab.
- Review material reports from testing lab, Task 11.6, for Contract compliance and contact the Contractor to bring resolution to any deficiencies.
- Track quantities according to the Construction Manual to get the required amount of testing.
- Review RAMs and apply or facilitate approval codes.
- Transmit ROM to the Contractor and request that they submit material requirements via the RAM process.
- Facilitate approved RAMs to the Inspector who will verify that all the material delivered to the site is according to the approved RAMs.
- Administer Contractor adherence of the ROM.
- Cursory review and facilitation of Traffic Control Plans
- Review and respond to Contractor Serial Letters
- Issue Field Directives/Corrective Action memorandums

- Receive RFIs and issues raised by the Contractor. Answer RFIs and/or facilitate responses.
- Change Management
 - Negotiations with Contractor regarding 1-04.4 - Changes.
 - Writing Change Orders to include Engineer's Estimate and Justifications
 - Update Case Log which includes:
 - ✓ Tracking issues
 - ✓ Anticipated impact to schedule
 - ✓ Costs
 - ✓ Forecast cost at completion.
 - ✓ Warrant assessment for additional working days.
- Confirm that submittals are in general Contract conformance. Review and/or facilitate review and approvals of submittals.
- Review Contractor's schedule for contract compliance.
- Prepare coordination agendas, conduct coordination meetings.
- Prepare minutes for coordination meetings and distribute to attendees.
- Prepare Weekly Statement of Working Days and email to the Contractor and City.
- Obtain Request to Sublet (421-012), review for compliance and return to the Contractor.
- Utility Coordination
- Coordination with stakeholders to include:
 - Utilities
 - Link Transit and School Busses
 - Garbage, Recycle and Mail pick up and deliveries.
- Payroll Compliance to include checking:
 - Certified Payrolls
 - Labor and Industry documentation (Statement of Intent, Affidavits of Wages Paid)
 - Notification to the Contractor of non-compliance.
- Perform quality control checks on Inspector Field Note Records and Inspector Daily Reports.
- Prepare progress pay estimates.
- Maintain a set of Record Drawings, independent of the contractor's record drawing documentation.
- Review Contractor's weekly "look ahead" and monthly schedule and compare with the Contractor's approved schedule.
- Maintain a submittals list and prompt the Contractor for submittals.
- Secure Contract schedule and activities for coordination with the public. Respond to general coordination regarding items such as status, schedule, and access. Provide a broader public involvement that may involve flyers, news releases and public meetings.
- ADA & MEF documentation: Throughout construction, complete surveys and record data for all ADA ramps constructed as part of this project, including Maximum Extent Feasible (MEF) documentation. It is anticipated that approximately 6 ramps will require MEF write-ups. 1 hour per ramp requiring an MEF is budgeted for this effort. Additional time is budgeted for the field measurement and recording of as-built data.
- Maintain hard and electronic files.

TASK 11.4: Field Inspection

Inspections shall be made for each working day. The inspector will monitor the Contractor's activities, produce Inspector's Daily Reports (IDRs), prepare field notes, take photos, verify that material delivered to the site is compliant with the contract, coordinate with stakeholders including the contractor, resident engineer, the City's project manager, material testing lab personnel, School District, Link Transit, Waste Management, affected businesses and private residences, Wenatchee Reclamation District, Chelan PUD, and franchise utility providers, as necessary. It's assumed the city will coordinate with emergency response (i.e., police and fire departments). The following tasks will be the responsibility of the Inspector:

- Prepare on each working day the following deliverables:
 - Inspector Daily Reports
 - Field Note Records for all contract items.
 - Progress photographs

Inspector's daily reports will be provided to the city's project manager by email on Friday of each week during construction.

- Observe and monitor on each working day:
 - The contractor's work for compliance with contract documents.
 - Coordinate and schedule material testing and manage testing subconsultant when on site.
 - Traffic control procedures and implementation of the approved traffic control plans. This work includes providing verbal notification to the contractor on deficiencies that require immediate correction.
 - Temporary erosion and sediment control procedures.
 - Compliance with project permits.
- Meetings
 - Provide input to the resident engineers in the preparation of agendas for weekly meetings with the contractor, City, and CM services staff.
 - Attend weekly construction meetings and any other meetings that may be required during construction.

TASK 11.5: Project Close Out

Assume the Contractor will be completed with punch list work and missing documentation within 10 working days of Substantial Completion at which time Physical Completion will be issued. An additional 10 working days after Physical Completion will

be needed to finalize project files and compile all deliverables for handoff to the City. Items of work within these 4 weeks include the following:

- Field Work
 - Prepare and monitor completion of the Punch List.
 - Prepare and provide to the City by email the final field note records.
- Administrative
 - Project resolution meetings with the Contractor to resolve final quantities and issues.
 - Prepare Substantial, Physical, and Final Completion letters and email to the City. It's assumed the City will provide these letters to the Contractor on City letterhead.
 - Prepare the final pay estimate. Forward to the Contractor for signature. Once signed, forward to the City for processing.
 - Gather remaining documentation for the ROM and facilitate signatures on Material Certifications.
 - Gather outstanding labor compliance documentation such as missing Certified Payrolls and Affidavits of Wages Paid with Labor and Industries.
 - Facilitate "Final Notice of Completion of Public Works Contract" form (F215-038-000).
 - Prepare and submit to the City the final MEF Report that documents the constructed conditions of sidewalks, sidewalk curb ramps, and driveways.

TASK 11.6: Materials Testing

Material testing will be performed by a subconsultant, AAR Testing and Inspection, Inc., out of their Wenatchee office. This task will be completed entirely by the subconsultant. The subconsultant's materials lab will perform services such as:

- Review Record of Materials (ROM).
- Perform HMA Job Mix Formula Verification under Special Provision 5-04.2(2).
- Review Concrete RAM submittals and provide recommendations for approval codes.
- Conduct material testing in accordance with the Local Agency Guidelines (LAG), the WSDOT Construction Manual (current edition), and the ROM.
- Provide written field reports for all inspections completed.
- Coordinate with the inspector regarding test results and complete retesting as necessary and as requested by the inspector.
- Assist the resident engineer with completing Materials Certifications.

TASK 11.7: Management Reserve

A total reserve of 112 labor hours (\$15,488.00) is available for use in the event of changes in conditions from the above assumptions. Release of reserve is upon City

authorization only.



EXHIBIT B

PRIME CONSULTANT COST COMPUTATIONS

Client: City of Wenatchee

Project Name: 2024 Pavement Preservation Project

City Project No.: 2301

KPG Psomas Inc. Project Number: 9WEN010400

Duration: 60 Working Days + 2 weeks startup + 4 weeks closeout

Date: 5/10/24

Task No.	Task Description	Labor Hour Estimate								Hours	Total Hours and Labor Cost Computations by Task
		Engineering Manager II	Senior Engineer I	Design Engineer II	Senior Construction Manager	Construction Observer II	Document Control Specialist II	Document Control Specialist III	Senior Admin		
		\$ 262.00	\$ 194.00	\$ 139.00	\$ 244.00	\$ 130.00	\$ 135.00	\$ 146.00	\$ 139.00		
Task 11.1 - MANAGEMENT / COORDINATION / ADMINISTRATION											
11.1.1	Project Management and Administrative Services	4	32		12					48	\$ 10,184.00
11.1.2	Prepare, review and submit monthly expenditures		8		4				8	28	\$ 5,136.00
	Task Total	4	40	0	16	0	0	0	8	76	\$ 15,320.00
Task 11.2 - Administrative Services up to Contractor Notice to Proceed (NTP) (2 Weeks)											
11.2.1	Administrative Services up to Contractor Notice to Proceed			24				4		28	\$ 3,920.00
11.2.2	PreCon Photos					8				8	\$ 1,040.00
11.2.3	Review Plans and Specs			2		8		2		12	\$ 1,610.00
11.2.4	Prepare Hard and Electronic Files			4				8		12	\$ 1,724.00
11.2.5	Prepare ROM							8		8	\$ 1,168.00
11.2.6	Prepare PreCon Agenda			4		2		4		10	\$ 1,400.00
11.2.7	Run/Attend Precon			2		1.5		1.5		5	\$ 692.00
11.2.8	Prepare Templates					2		8		10	\$ 1,428.00
11.2.9	Utility Coordination			8		2				10	\$ 1,372.00
	Task Total	0	0	44	0	23.5	0	35.5	0	103	\$ 14,354.00
Task 11.3 - Construction Management (CM) and Administrative Services. NTP to Project Closeout. (12 Weeks)											
11.3.1	Construction Management Office Support	4		240	8			240		492	\$ 71,400.00
11.3.2	Utility Coordination			16						16	\$ 2,224.00
11.3.3	Engineer of Record Support		20							20	\$ 3,880.00
	Task Total	4	0	256	8	0	0	240	0	508	\$ 73,624.00
Task 11.4 - Provide Field Inspection for Each of the Project's Working Days (12 Weeks)											
11.4.1	Construction Inspection					444		20		464	\$ 60,640.00
11.4.2	Weekly Construction Meetings					18		18		36	\$ 4,968.00
11.4.3	Construction Inspection Nights (10 hours a night x 6 Nights)			60						60	\$ 8,340.00
	Task Total	0	0	60	0	462	0	38	0	560	\$ 73,948.00

Task 11.5 - Project Closeout (4 Weeks)											
11.5.1	Construction Management Office Support			40				40		80	\$ 11,400.00
11.5.2	Construction Management Field Paperwork/Inspection			20		40				60	\$ 7,980.00
11.5.3	Prepare Documentation to Deliver to City			20				40		60	\$ 8,620.00
11.5.4	Prepare Final MEF Report to Deliver to City		8							8	\$ 1,552.00
	Task Total	0	0	80	0	40	0	80	0	200	\$ 28,000.00
Task 11.6 - Materials Testing											
11.6.1	Subcontract with Material Tester									0	\$ 25,000.00
11.6.2	Prepare Invoices and Billings for Subcontractor				4					4	\$ 976.00
	Task Total	0	0	0	4	0	0	0	0	4	\$ 25,976.00
Task 11.7 - Management Reserve											
11.7.1	Upon City Authorization Only			32		40		40		112	\$ 15,488.00
	Task Total	0	0	32	0	40	0	40	0	112	\$ 15,488.00
	Total Labor Hours and Fee	2,096	7,760	65,608	6,832	73,515	0	63,291	1,112	1,563	\$ 246,710.00
Subconsultants											
										Subtotal	\$ -
										Administrative Charge (5%)	\$ -
										Total Subconsultant Expense	\$ -
Reimbursable Direct Non-Salary Costs											
										Mileage at current IRS rate	\$ 1,200.00
										Reproduction Allowance	\$ -
										Total Reimbursable Expense	\$ 1,200.00
										Management Reserve	\$ -
										Total Estimated Budget	\$ 247,910.00



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: David Erickson, Parks, Recreation and Cultural Services Director
Danielle Marchant, City Attorney

MEETING DATE: June 13, 2024

I. SUBJECT

Update of Wenatchee Municipal Code relating to camping.

II. ACTION REQUESTED

Move approval of Ordinance 2024-11, amending sections of Chapter 6A.18 of the Wenatchee City Code regarding camping and the prohibition of entry upon or in public facilities.

III. OVERVIEW

In April 2008, the city adopted a code section relating to camping in park areas. The code section allows camping with an approved permit or in designated camping areas. Camping has been permitted historically for larger events such as the Apple Capital and Starlight Swim Meets, bicycle tour groups and also Fire Incident Responses, as well as occasional small one-time activities.

In light of the increase in damage to City property related to unauthorized camping that has occurred over the last few years, negative environmental impacts, public health and safety issues, and increased significant financial expense, in an ongoing effort to address the issues associated with unauthorized camping on city property, the attached ordinance provides city personnel with an additional legal option to help curb the environmental impacts, the financial impacts, and the safety and health concerns.

IV. FISCAL IMPACT

No additional costs are anticipated.

V. PROPOSED PROJECT SCHEDULE

The new code section would take effect 30 days after approval.

VI. REFERENCE(S)

VII. ADMINISTRATIVE ROUTING

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

ORDINANCE NO. 2024-11

AN ORDINANCE, of the City of Wenatchee, Washington, amending sections of Chapter 6A.18 of the Wenatchee City Code regarding camping and the prohibition of entry upon or in public facilities.

WHEREAS, Chapter 6A.18 of the Wenatchee City Code (“WCC”) already regulates camping on City property and prohibiting persons from entry upon or in public facilities; and

WHEREAS, the City has seen an increase in damage to City property related to unauthorized camping on City property; and

WHEREAS, the City has seen negative environmental impacts related to camping on City property, including, but not limited to, individuals removing or damaging vegetation, digging into hillsides to create shelters thereby creating unstable slopes, littering of clothing, hypodermic needles, human waste, plastic, batteries, electronics, bicycles, shopping carts, tires, food waste, and other garbage that has entered the river, created hazards on the City’s property or drawn infestations of insects, pests and rodents, and human activity that encroaches into environmentally sensitive areas or its buffer through human created trails and structures; and

WHEREAS, the City has incurred significant financial expense to clean up or abate areas where unauthorized camping on city property has occurred; and

WHEREAS, there are safety and health concerns that have affected the City’s residents, personnel, businesses, and visitors in areas where unauthorized camping has occurred, including, but not limited to, encountering in the City’s park system or other public

lands hypodermic needles, human waste, the other environmental impacts noted above, and the interference with the use of and travel upon the City's property; and

WHEREAS, the City has attempted to mitigate the environmental impacts, the financial impacts, and the safety and health concerns related to the unauthorized camping on City property; and

WHEREAS, in an ongoing effort to address the issues associated with unauthorized camping on City property, this Ordinance provides city personnel with an additional legal option to curb the environmental impacts, the financial impacts, and the safety and health concerns.

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

SECTION 1

Section 6A.18.020 of the Wenatchee City Code shall be and is hereby amended to read in its entirety the following:

6A.18.020 Definitions.

Unless otherwise stated in this chapter the following terms shall be defined as:

- (1) "Aircraft" means any machine or device designed to travel through the air including but not limited to: airplanes, remotely controlled aircraft, helicopters, drones and hot air balloons.
- (2) "Alcoholic beverages" or "liquor" includes the four varieties of liquor defined as alcohol, spirits, wine and beer, all fermented, spirituous, vinous, or malt liquor, and all other intoxicating beverages, and every liquor, solid or semisolid or other substance, patented or not, containing alcohol, spirits, wine or beer; all drinks or drinkable liquids and all preparations of mixtures capable of human consumption. Any liquor, semisolid, solid or other substance, which contains more than one percent alcohol by weight, shall be conclusively deemed to be intoxicating.
- (3) "Associated marine area" means any water area within 100 feet of any city of Wenatchee trail, open space, park area or marine facility such as a dock, pier, float, buoy, log boom, or other object that is part of a city of Wenatchee park area; provided, that such area does not include private property.

(4) “Available overnight shelter” means:

(a) A public or private shelter located within the city of Wenatchee that offers overnight shelter to persons experiencing homelessness and confirms to a city employee that it has an available overnight space at no cost for that person; or

(b) If no shelter described in subsection (4)(a) of this section has available space, a shelter located within Chelan County or Douglas County that offers overnight shelter to persons experiencing homelessness and confirms to a city employee:

(i) That it has an available overnight space at no cost for that person; and

(ii) That it is accessible to the person by public transportation or vehicle for hire at no cost for that person.

(c) An overnight shelter is available if an individual is prevented from using an otherwise available shelter space because of their past or present voluntary actions such as unlawful drug use or possession, criminal act(s), unruly behavior or willful violation of shelter rules or restrictions pertaining to such activity.

(d) An overnight shelter is unavailable if:

(i) An individual or family cannot use the shelter’s available space because of shelter-imposed restrictions on its use (other than any restrictions the shelter has imposed pursuant to subsection (4)(c) of this section); or

(ii) A city employee, an individual or family attempts to secure a space at the shelter for the day and is denied due to lack of available space.

(5) “Bicycles” shall mean nonmotorized pedal-powered transportation devices including but not limited to bicycles, BMX bikes and mountain bikes.

(6) “Boat” means any contrivance up to 65 feet in length overall, used or capable of being used as a means of transportation on water.

(7) “Camp” or “camping” means to pitch, create, use, or occupy camp facilities for the purposes of habitation, living accommodation, or dwelling, as evidenced by the storage of personal belongings in “camp facilities” or the use of “camp paraphernalia,” or parking a trailer, camper, or other vehicle and remaining in that parked location for 24 consecutive hours.

(8) “Camp facilities” include, but are not limited to, tents, tarps configured for shelter, huts, and temporary shelters. “Camp facilities” does not include shelters when used temporarily in a park for recreation or play, consistent with Chapter 6A.18 WCC, during hours when the park is open to the public.

(9) “Camp paraphernalia” includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, or non-city-designated cooking facilities and similar equipment.

(10) “Camper” means a motorized vehicle containing sleeping and/or household accommodations, and shall include a pickup truck with camper, a van-type body, a converted bus, a recreational vehicle, as defined by WCC 6B.06.030, or any similar type vehicle.

(11) “Campsite” means designed sites used for the purpose of camping.

(12) “City property” as used in this section means all improved and unimproved real property owned or leased by the city of Wenatchee, and all city of Wenatchee easements, including but not limited to all portions of city parks, city buildings, rights-of-way, city parking lots, storm water management facilities and property, city critical areas as defined in WCC 12.08.020(16), city utility property as defined in WCC 9.16.010(8), and associated marine areas as defined in WCC 6A.18.020(3). City property shall not include religious organization property subject to RCW35A.21.360.

(13) “Department” means any division of the city of Wenatchee parks, recreation and cultural services department.

(14) “Director” means city of Wenatchee parks, recreation and cultural services department director or their designee.

(15) “Facility” means any building, structure, park or other area operated by the city of Wenatchee parks, recreation and cultural services department.

(16) “Group” means a gathering of 50 or more people.

(17) “Litter” means garbage, refuse, rubbish, or any other waste material which, if thrown or deposited as prohibited in this chapter, tends to create a nuisance which annoys, injures, or endangers the health, safety, or comfort of the public.

(18) “Mechanical trapping device” shall be defined as any device including but not limited to snares or machines that shut suddenly upon contact by an animal, or a device that kills or inflicts physical pain and injury upon a captured animal.

(19) “Motor vehicle” means any self-propelled device capable of being moved upon a road, and in, upon, or by which any persons or property may be transported or drawn, and shall include, but not be limited to, automobiles, trucks, all-terrain vehicles, motorcycles, motor scooters, jeeps or similar type four-wheel-drive vehicles, and snowmobiles, whether or not they can be legally operated upon the public highways.

(20) “Person” means all persons, groups, firms, partnerships, corporations, clubs, and all associations or combination of persons whenever acting for themselves or as an agent, servant, or employee.

(21) “Picnic” means an outing with food, usually provided by members of the group and eaten in the open.

(22) “Rocket” means any device containing a combustible substance which when ignited propels the device forward.

(23) “Special event” means any parade, fair, show, festival, carnival, rally, party, filming of a movie, video or television show, motorcade, run, street dance, bike-a-thon, race, walk, athletic event or other attended entertainment or celebration that is to be held in whole or in part upon any publicly owned park, or if held wholly upon private property, but will nevertheless affect or impact the ordinary and normal use by the general public of any public park within the vicinity of the event.

(24) “Skateboards” means any means of travel with toy wheels.

(25) “Store” means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

(26) “Trail” means any trail, path, track, or right-of-way designed for use by pedestrians, bicycles, equestrians, or other nonmotorized modes of transportation.

(27) “Trailer” means a towed vehicle.

(28) “Travel” means all forms of movement or transportation, including but not limited to foot, bicycle, horse and skateboards.

(29) “Travel on a trail in a negligent manner” means any form of travel on a trail in such a manner as to endanger or be likely to endanger any persons or property.

SECTION 2

Section 6A.18.140 of the Wenatchee City Code shall be and is hereby

amended to read in its entirety the following:

6A.18.140 Camping.

(1) *Camping Prohibited.* It is unlawful for any person to camp, occupy camp facilities or use camp paraphernalia on city property, except as set forth in subsection (3) of this section.

(2) *Storage of Camping Items Prohibited.* It is unlawful for any person to store camp facilities and camp paraphernalia on city property, except as otherwise provided by the Wenatchee City Code.

(3) *Exceptions.* The prohibitions contained in subsection (1) of this section shall not apply if:

(a) The person is engaged in activity prohibited by subsections (1) and (2) of this section because they are experiencing homelessness, and there is no overnight shelter available on the date that the prohibited activity occurs; provided, that any tent or shelter shall provide a minimum one-foot-by-one-foot opening on at least one side of the tent or shelter that provides transparency into the tent or shelter; or

(b) The person is camping or using camp paraphernalia or camp facilities at an authorized location by the Director after paying the required fees; or

(c) The person is camping or using camp paraphernalia or camp facilities as permitted under this subsection as follows:

(i) The Director may approve a permit for camping on city park property if the Director finds, based upon a permit application and information otherwise obtained, that:

(a) Adequate sanitary facilities are provided and accessible at or near the camp site;

(b) Adequate trash receptacles and trash collection will be provided;

(c) The camping activity will not unreasonably disturb or interfere with the peace, comfort and repose of private property owners;

(d) The camping activity is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or to create a disturbance; and

(e) The camping is in the public interest.

(ii) Seven days is the maximum period of time a permit may authorize camping on city property.

(iii) Any person denied a permit may appeal the denial to the hearing examiner in the manner described for an appeal of administrative interpretations and decisions as stated in Chapter 13.11 of the Wenatchee City Code.

(4) *Penalties and Enforcement.*

(a) A violation of this section is a misdemeanor.

(b) When any police officer or city official has probable cause to believe that any person has violated this section, the officer or official may:

(i) Verbally order such person to immediately leave the city property for 24 hours where the violation is occurring. Subject to subsection (3)(a) of this section, any person refusing to comply with such an order or returning to the property within 24 hours of the verbal order is subject to prosecution for criminal trespass pursuant to Chapter 9A.52 RCW and 6A.06.030; and

(ii) Issue the person a written order pursuant to 6A.18.280(2) excluding them from the property where the violation is occurring or has occurred.

(5) *Rules and Regulations.* The Director is authorized to promulgate rules and regulations not in conflict with the Wenatchee City Code regarding the implementation and enforcement of WCC 6A.18.140.

SECTION 3

Section 6A.18.280 of the Wenatchee City Code shall be and is hereby

amended to read in its entirety the following:

6A.18.280 Prohibition of entry upon or in public facilities.

(1) *Policy.* The city council finds that, from time to time, the right of the general public to enjoy public facilities provided by the city is infringed upon by persons who engage in criminal conduct at the public facilities or who possess and consume alcohol at the public facilities in violation of state or local law. The city council further finds that persons have the right to enter or remain in a public facility, but such right of the person who engages in criminal activity at a public facility is outweighed by the right of law-abiding persons to use such facilities without the interference or fear of the criminal activity of others.

(2) *Written Order.*

(a) Issuance of Written Order by Police Officer. Whenever a police officer has probable cause to believe that a person has committed any act set forth in subsection (4) of this section on any public facility then the police officer has authority to issue the person a written order prohibiting that person from entering or remaining in the public facility where the act was alleged to be committed. When a police officer issues a written order, the order shall remain effective for 45 calendar days from the date of issuance.

(b) Issuance of Written Order by Court. Whenever a criminal charge has been filed in a court of competent jurisdiction against a person wherein it is alleged that the criminal conduct occurred at a public facility, the judge, commissioner, or judge pro tempore of the court shall have the authority to issue a written order either while the criminal matter is pending or, if the person was convicted of a criminal charge, as a part of the person's sentencing conditions prohibiting that person from entering or remaining in the public facility where the act was alleged to be committed. When a judge, commissioner, or judge pro tempore issues a written order, the effective date and expiration date shall be set by such judge, commissioner or judge pro tempore; provided, that the expiration date on such order shall not extend beyond the date which the court has jurisdiction over the person.

(c) Contents of Written Order. The written order issued under subsection (2)(a) shall contain:

- (i) The name of the person the written order is being issued to;
- (ii) The name of the person issuing the written order;
- (iii) The public facility that the person is being prohibited from entering or remaining in;
- (iv) The date the written order is issued;

- (v) The date the written order expires;
- (vi) Specification of the alleged misconduct;
- (vii) Specification that a violation of the written order is a misdemeanor; and
- (viii) Shall include a statement of the appeal rights in this section.

(d) Written orders issued under this section:

- (i) Are valid and effective whether or not the prohibited person is charged, tried or convicted of any crime or infraction;
- (ii) Are valid and effective even if the prohibited person refuses a copy of the order; provided, that the issuing police officer reasonably notifies the prohibited person verbally of the prohibited period and the place(s) of exclusion;
- (iii) Are valid and effective for the prohibited period unless and until shortened or rescinded by an official ruling after appeal in this section;
- (iv) May be based upon observations by city officials and/or police officers, or upon civilian reports that an official or officer could reasonably rely on in determining probable cause; and

(3) *Violation of Written Order.* A person who violates a written order issued pursuant to this section shall be guilty of a misdemeanor.

(4) *Misconduct to Support Written Order.* An act which may result in the issuance of a written order prohibiting a person from entering a public facility includes, but is not limited to, any of the following when committed at the public facility:

- (a) Any act that qualifies as a felony, gross misdemeanor or misdemeanor crime by federal, state, or local law; and
- (b) Any act that qualifies as a civil infraction as stated in the Wenatchee City Code.

(5) *Hearing.*

(a) Request for a Hearing. If the written order was issued by a police officer, the person prohibited from entering or remaining in the public facility may request a hearing to have the issuance of the order reviewed. Such request shall be in writing and contain a return address that will enable the city to provide such person written notice of hearing dates. The written request for a hearing must be filed with the department within 14 days of the issuance date of the written order. If a request for a hearing is not timely received by the department, then the right to a hearing will be waived.

(b) Hearing Date. The chief shall set a hearing to be held within 14 calendar days of the date such request for hearing is received by the department. For good cause, the chief may set the hearing to a date beyond the 14 days listed herein.

(c) **Burden.** At the hearing, the city must establish by a preponderance of the evidence that probable cause existed to believe that the person committed any act set forth in subsection (4) of this section. Proof of probable cause may be established based upon the sworn declarations, including a police officer's report, without further evidentiary foundation. Any sworn declaration may be supplemented by the testimony of witnesses or the presentation of other evidence. The person against whom the order was issued shall have the opportunity to present evidence and testimony, which may be done through sworn declarations, when challenging the written order.

(d) **Regulation of Hearing.**

(i) The chief shall regulate the course of the hearing.

(ii) The chief shall not be a witness at the hearing.

(iii) Either a recording or a verbatim record of the hearing shall be made. Upon request, a copy of the recording or verbatim record shall be provided to the person.

(iv) The chief shall issue a written decision setting forth findings of fact, conclusions of law, and an order affirming, vacating, or modifying the police officer's issuance of the written order.

(v) The written decision shall be provided to the person against whom the written order was issued, or his or her legal counsel, within 10 calendar days after the conclusion of the hearing.

(vi) The written decision shall be personally served or provided by certified mail, return receipt requested. If service is done by mail, service shall be deemed complete upon the third business day after the date of mailing.

(6) **Appeal.** An appeal of the written decision issued by the chief may be filed with the Chelan County superior court within 20 calendar days from the date of service of the written decision, or is thereafter barred. Any appeal shall be based on the record from the hearing and shall be upheld unless it is determined that the written decision was arbitrary and capricious. Any appeal shall be conducted pursuant to judicial review under the Administrative Procedure Act as set forth in RCW 34.05.534 through 34.05.574, as now or hereafter amended. The appeal process in this section cannot be used to appeal any criminal penalties imposed by a court under this section or any other law.

(7) **Definitions.** For the purposes of this section:

(a) "Public facility" means city property, facility, and any publicly owned park.

(b) "Department" means the city of Wenatchee police department.

(c) "Chief" means the chief of police of the Wenatchee police department, or his or her designee.

(d) “Written order” means the order prohibiting that person from entering or remaining in a public facility as issued in subsection (2) of this section.

(e) “Police officer” means a duly appointed city, county, or state law enforcement officer.

SECTION 4

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

SECTION 5

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

SECTION 6

That this Ordinance shall take effect thirty days from and after publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, at a regular meeting thereof, this ___ day of ____, 2024.

CITY OF WENATCHEE, a municipal corporation

By: _____
MIKE POIRIER, Mayor

ATTEST:

By: _____
TAMMY McCORD, City Clerk

APPROVED AS TO FORM:

By: _____
DANIELLE R. MARCHANT, City Attorney



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: David Erickson, Parks, Recreation and Cultural Services Director
Danielle Marchant, City Attorney

MEETING DATE: June 13, 2024

I. SUBJECT

Update of Wenatchee Municipal Code relating to shopping carts.

II. ACTION REQUESTED

Move approval of Ordinance 2024-12, regarding regulations for shopping carts.

III. OVERVIEW

In an effort to help keep the city clean and better respond to the source materials city maintenance crews are receiving daily, an ordinance has been prepared that updates the Wenatchee Municipal code and specifically addresses shopping carts. Staff estimates they retrieve on average five to six abandoned shopping carts each week. There are several more that have been spotted in the river which have yet to be removed. Highlights of the proposed code changes include:

- Requires a business to place in the shopping cart specific identification information.
- Allows the City to impound the cart and charge for the impound.
- Allows the City to destroy the cart and charge for the destruction.
- Provides a specific redemption procedure for businesses to follow.
- Declares the abandonment of a cart as a public nuisance.
- Provides penalties and an enforcement mechanism.

The attached ordinance provides city personnel with additional tools to respond to the issue.

IV. FISCAL IMPACT

No additional costs are anticipated.

V. PROPOSED PROJECT SCHEDULE

The new code section would take effect 30 days after published.

VI. REFERENCE(S)

VII. ADMINISTRATIVE ROUTING

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

ORDINANCE NO. 2024-12

AN ORDINANCE, of the City of Wenatchee, Washington, amending sections of Chapter 6A.14 Wenatchee City Code to declare abandoned shopping carts a public nuisance and to provide enforcement provisions related to abandoned shopping carts.

WHEREAS, abandoned shopping carts create potential hazards to the health and safety of the public, and interfere with the pedestrian and vehicular traffic within the City; and

WHEREAS, the accumulation of wrecked, damaged, or dismantled abandoned shopping carts on public property tends to create conditions that reduce property values, and promotes blight and deterioration; and

WHEREAS, the intent of this Ordinance is to reduce abandoned shopping carts within the City and to ensure that measures are taken to facilitate the retrieval of abandoned shopping carts.

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

SECTION 1

Section 6A.14.010 of the Wenatchee City Code shall be and is hereby amended to read in its entirety the following:

6A.14.010 Public nuisance defined.

(1) As used in this chapter a “public nuisance” shall mean:

(a) Erecting, continuing or using any building, room, or other place in the city for the exercise of any trade, employment or manufacture which, by occasioning noxious exhalations, offensive odors or other annoyances, annoys, injures or is offensive or detrimental to the health of individuals or of the public; or

(b) Burning of refuse or other material in such a manner as to cause or permit smoke, ashes, soot, or gasses arising from such burning to become discomforting or annoying to a considerable number of persons or to injure or endanger property, or to injure or endanger the health of any person; or

(c) Any pit, basin, hole or other excavation which is unguarded and dangerous to life, or has been abandoned, or is no longer used for the purpose which it was constructed, or is maintained contrary to law; or

(d) Any obstruction to a street or other public way which is done or made without lawful permission, or which, having been done or made by lawful permission, is kept and maintained after the purpose thereof has been accomplished, and for an unreasonable length of time; or

(e) The keeping or harboring of any animal which habitually howls, yelps, whines, barks, or makes other oral noise in such a manner as to unreasonably disturb other persons; or

(f) Erecting, maintaining, using, placing, depositing, leaving or permitting to be or remain in or upon any private lot, building, structure or premises, or in or upon any street, alley, sidewalk, park, parkway or other public or private place in the city, any one or more of the following conditions or things:

(i) Filthy, littered or trash-covered dwellings, yards, vacant lots or other premises; or

(ii) Bottles, cans, glass, ashes, pieces of scrap iron, wire, metal articles, broken stone or cement, or abandoned material, unless it shall be kept in covered bins or receptacles; or

(iii) Trash, litter, rags, accumulations of empty barrels, boxes, crates, packing cases or other pack material, lumber which is not neatly piled, scrap iron or other metal which is not neatly piled, or anything whatsoever in which rodents or insects may breed or multiply, or which may be a fire hazard; or

(g) Causing or permitting any shopping cart to be abandoned upon any property owned by or under the control of the city, or left on any public right-of-way within the city.

(h) Any act or omission to perform a duty which act or omission shall:

(i) Annoy, injure or endanger the safety, health, comfort or repose of any considerable number of persons; or

(ii) Offend public decency; or

(iii) Unlawfully interfere with, obstruct, or tend to obstruct, or render dangerous for passage, a public park, street, alley, highway, or other public area; or

(iv) In any way render a considerable number of persons insecure in life or the use of property; or

- (h) Any other item or thing, of any nature, included within WCC 6A.16.010; or
- (i) Knowingly having one or more plants scientifically known as *Tribulus terrestris*, commonly known as puncture vine or the goat head plant.

(2) As used in this chapter, a “considerable number of persons” shall mean three or more persons from different households.

SECTION 2

Chapter 6A.14 of the Wenatchee City Code shall be and hereby is amended to include the following new section:

6A.14.055. Abandonment of shopping carts.

(1) *Abandonment Prohibited.* It shall be unlawful for any owner to cause or permit any shopping cart to be abandoned upon property owned by or under the control of the city, or left on any public right-of-way within the city.

(2) *Cart Identification Required.* Every shopping cart owned or provided by any owner must have a sign or other clear and legible markings permanently affixed to the shopping cart that contain all the following information:

- (a) Identity of owner or the retailer, or both.
- (b) Notification of the procedure to be utilized for authorized removal of the cart from the premises.
- (c) Notification that the unauthorized removal of the cart from the premises or parking area of the retail establishment, or the unauthorized possession of the cart, is unlawful.
- (d) The address or phone number for returning carts removed from the premises or parking area to the owner or retailer.

(3) *Notification, Impoundment and Redemption.*

(a) In addition to any other remedies or penalties stated in this chapter, the Director may impound any abandoned shopping carts left on any public property owned by or under the control of the city, or left on any public right-of-way within the city. The Director may hold impounded shopping carts at any city location deemed appropriate by the Director until retrieved by the owner or disposed of by the city as provided by this subsection (3). The owner shall be charged an impoundment fee of \$30.00 per shopping cart, and if the shopping cart is disposed of by the city pursuant to this subsection (3), the owner shall be charged an additional \$70.00 disposal fee per shopping.

(b) Whenever the Director has impounded any abandoned shopping carts bearing the identification of ownership as required by this section or such other ownership information or identification that is sufficient, in the city’s determination, to allow the

city to mail to the owner an invoice/notice of impoundment by certified mail, return receipt requested, the Director shall mail an invoice/notice of impoundment by certified mail, return receipt requested, to the owner at the address shown on the shopping cart's identification label, or such address as is determined by the Director to be appropriate to give reasonable notice to the owner where the identification requirements of section are not met. Such invoice/notice shall include the following:

(i) Redemption may occur upon payment of the administrative impoundment fee of \$30.00 per shopping cart; and

(ii) The location where the impounded shopping carts may be redeemed, that redemption may occur between 9:00 a.m. and 3:00 p.m., Monday through Thursday, except holidays; and

(iii) If the impounded abandoned shopping carts are not retrieved within 14 days of the date of the issuance of the invoice/notice that the abandoned shopping carts shall be subject to disposal by the city, and that the owner shall also be obligated to pay an additional \$70.00 disposal fee per shopping cart.

(c) If the impounded abandoned shopping carts are not retrieved within 14 days of the date of the issuance of the invoice/notice, the Director shall be authorized to dispose of the abandoned shopping carts through whatever means or manner the Director deems reasonable and appropriate. In the event of such disposal, the Director is authorized to take appropriate steps to collect the \$30.00 administrative impoundment fee, as well as the additional \$70.00 disposal fee, per shopping cart.

(d) If an abandoned shopping cart is impounded that does not have the ownership identification information permanently affixed to it as required by this section, or does not have other ownership information or identification that is sufficient, in the determination of the Director, to allow the city to mail to the owner an invoice/notice of impoundment by certified mail, return receipt requested, the Director shall be authorized to dispose of it immediately, without any notice requirements.

(4) *Penalties.*

(a) A violation of subsection (1) is a class 2 civil infraction as provided for in RCW 7.80.120, as it now appears or is hereafter amended, and shall be enforced pursuant to Chapter 16.08 WCC. Each day a violation of subsection (1) has occurred per shopping cart shall be deemed a separate violation.

(b) A violation of subsection (2) is a class 1 civil infraction as provided for in RCW 7.80.120, as it now appears or is hereafter amended, and shall be enforced pursuant to Chapter 16.08 WCC. Each day a violation of subsection (2) has occurred per shopping cart shall be deemed a separate violation.

(5) *Definitions.* The definitions set forth in this subsection shall govern the application and interpretation of WCC 6A.14.055:

(a) “Abandoned shopping cart” means any cart that has been removed, without written consent of the owner, from the owner’s retail premises and is located on property owned by or under the control of the city, or left on any public right-of-way within the city.

(b) “Shopping cart” means a basket which is mounted on wheels or a similar device generally used in a retail or commercial establishment by a customer for the purpose of transporting goods of any kind.

(c) “Director” means the director of parks, recreation and cultural services for the city of Wenatchee, or their designee.

(d) “Owner” means any person or entity, who/which in connection with the conduct of a business, owns, leases, possesses, or makes a shopping cart available to customers or the public. For purposes of this chapter, “owner” shall also include the owner’s designated agent.

(e) “Premises” means the entire area owned, occupied, and/or utilized by an owner for use by customers or the public, including any parking lot or other property provided by or on behalf of the owner for customer parking or use.

SECTION 3

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

SECTION 4

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

SECTION 5

That this Ordinance shall take effect thirty days from and after publication as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF
WENATCHEE**, at a regular meeting thereof, this ___ day of _____, 2024.

CITY OF WENATCHEE, a municipal corporation

By: _____
MIKE POIRIER, Mayor

ATTEST:

By: _____
TAMMY McCORD, City Clerk

APPROVED AS TO FORM:

By: _____
DANIELLE R. MARCHANT, City Attorney



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Brad Posenjak, Finance Director
Finance Department

MEETING DATE: June 13, 2024

I. SUBJECT

Ordinance 2024-10 – amendments to the 2024 budget.

II. ACTION REQUESTED

Staff recommends the City Council approve Ordinance 2024-10 amending the 2024 Budget as adopted by Ordinance No. 2023-22, to revoke, recall or decrease all or a portion of total appropriations provided, and entering findings that this Ordinance is in the best interest of the City.

III. OVERVIEW

When the 2024 budget was adopted in 2023, several projects and budget needs were not anticipated. Each of these budget requests were brought to Finance Committee by City Staff and discussed in detail. The budget amendment will provide the necessary legal authority to complete projects and provide resources already approved by the Finance Committee. A brief summary of each budget amendment is provided in the chart below.

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

IV. FISCAL IMPACT

This budget amendment ensures several funds of the City do not exceed original budget appropriations, as required by law.

VI. REFERENCE(S)

1. Ordinance 2024-10
2. Ordinance 2024-10, Exhibit "A"

Budget Amendments - Summary

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Laura Gloria, City Administrator

Purpose	Fund	Amount	F.C. Date
Hazardous Mitigation Plan	001	7,500	1/2/2024
Burke Housing Analysis	001	15,000	1/2/2024
WSDOT Parcel B Purchase	304	850,000	1/2/2024
Downtown Parking Lighting Study	001	50,000	2/6/2024
Project 2407 - 9th Street Corridor	109	59,100	2/6/2024
Project 2106 - WWTP Blower Building	405	60,000	2/20/2024
Additional Police Vehicles	001	144,350	4/2/2024
	503	144,350	
		1,330,300	

ORDINANCE NO. 2024-10

AN ORDINANCE, of the City of Wenatchee, Washington, amending the 2024 Budget as adopted by Ordinance No. 2023-22, to revoke, recall or decrease all or a portion of total appropriations provided, and entering findings that this Ordinance is in the best interest of the City.

WHEREAS, the City Council previously adopted the 2024 Budget, which is set forth in Ordinance No. 2023-22; and

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

WHEREAS, the City has identified additional changes in revenues and appropriations that could not have reasonably been foreseen at the time of the passage of the 2024 Budget thereby necessitating another revision to the 2024 Budget; and

WHEREAS, the City Council desires to amend the 2024 Budget as set forth in this Ordinance.

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

SECTION 1

The City Council finds that the 2024 Budget, as adopted by Ordinance No. 2023-22, needs to be amended so as to balance the budget and to appropriate funds to maintain the public peace, safety and welfare.

SECTION 2

Ordinance No. 2023-22, is hereby amended by decreasing, revoking or recalling all or a portion of total appropriations and re-appropriating for another purpose or purposes, without limitation to department, division or fund, the use of such monies as is set forth on Exhibit "A," which is attached hereto and incorporated herein by reference.

SECTION 3

The Finance Director is hereby authorized and directed to do the necessary line item adjustments in the 2024 Budget consistent with the provisions of this Ordinance.

SECTION 4

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

SECTION 5

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

SECTION 6

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

**PASSED BY AT LEAST A MAJORITY PLUS ONE VOTE OF THE
CITY COUNCIL OF THE CITY OF WENATCHEE** at a regular meeting thereof this 13th day
of June 2024.

CITY OF WENATCHEE, a municipal corporation

By: _____
MIKE POIRIER, Mayor

ATTEST:

By: _____
TAMMY McCORD, City Clerk

APPROVED AS TO FORM:

By: _____
DANIELLE R. MARCHANT, City Attorney

Exhibit A
Ordinance 2024-10

Fund Title	Fund No.	Beginning Fund Balance	Revenue			Appropriations			Ending Fund Balance
			Initial Budget	Ordinance 2024-10	Total Revenue	Initial Budget	Ordinance 2024-10	Total Approp.	
General	001	14,000,000	35,183,830	-	35,183,830	35,978,710	216,850	36,195,560	12,988,270
Rainy Day	005	1,665,000	30,000	-	30,000	-	-	-	1,695,000
Firemen's Pension	010	1,100,000	55,000	-	55,000	118,000	-	118,000	1,037,000
Public Arts	101	172,000	33,500	-	33,500	15,000	-	15,000	190,500
PFD .2% Sales Tax	102	-	3,600,000	-	3,600,000	3,600,000	-	3,600,000	-
Paths and Trails	103	7,000	3,100	-	3,100	3,000	-	3,000	7,100
Tourism Promotion Area	104	600,000	622,000	-	622,000	669,850	-	669,850	552,150
Convention Center	106	450,000	615,000	-	615,000	707,400	-	707,400	357,600
Hotel/Motel - Tourism	107	300,000	2,353,000	-	2,353,000	2,316,200	-	2,316,200	336,800
Street Maintenance	108	1,300,000	3,870,500	-	3,870,500	4,494,550	-	4,494,550	675,950
Arterial Streets	109	1,000,000	5,360,270	47,280	5,407,550	6,282,670	59,100	6,341,770	65,780
Street Overlay	111	1,000,000	2,290,000	-	2,290,000	2,375,350	-	2,375,350	914,650
Impact Fees	112	380,000	97,500	-	97,500	200,000	-	200,000	277,500
Low Income Housing	113	190,000	89,000	-	89,000	93,990	-	93,990	185,010
CDBG Entitlement	115	435,070	252,350	-	252,350	687,420	-	687,420	-
Homeless Housing	117	2,000,000	2,340,000	-	2,340,000	3,062,700	-	3,062,700	1,277,300
Abatement	118	140,000	43,000	-	43,000	75,000	-	75,000	108,000
ARP Recovery	120	100,000	-	-	-	100,000	-	100,000	-
Councilmanic LTGO Bonds	205	4,000	2,772,700	-	2,772,700	2,764,700	-	2,764,700	12,000
REET Capital Projects	301	800,000	670,000	-	670,000	1,018,900	-	1,018,900	451,100
Parks & Recreation Capital Projects	302	500,000	1,161,750	-	1,161,750	1,596,750	-	1,596,750	65,000
Economic Development Projects	304	(6,500,000)	6,520,000	-	6,520,000	20,000	850,000	870,000	(850,000)
General Capital Projects	306	-	2,100,000	-	2,100,000	2,100,000	-	2,100,000	-
Local Revitalization Financing	307	2,000,000	625,000	-	625,000	2,354,700	-	2,354,700	270,300
INFRA Grant	310	1,000,000	34,427,770	-	34,427,770	34,427,770	-	34,427,770	1,000,000
Convention Center Capital Projects	312	-	15,000,000	-	15,000,000	7,700,000	-	7,700,000	7,300,000
Water Utility	401	4,000,000	9,987,090	-	9,987,090	10,307,870	-	10,307,870	3,679,220
Sewer Utility	405	9,000,000	15,874,510	-	15,874,510	18,940,950	60,000	19,000,950	5,873,560
Storm Drain Utility	410	5,000,000	9,076,150	-	9,076,150	11,684,410	-	11,684,410	2,391,740
Regional Water	415	8,000,000	2,955,070	-	2,955,070	1,343,230	-	1,343,230	9,611,840
Cemetery	430	400,000	439,100	-	439,100	595,350	-	595,350	243,750
Equipment Rental O&M	501	500,000	1,444,470	-	1,444,470	1,751,600	-	1,751,600	192,870
Self Insurance	502	1,400,000	1,420,000	-	1,420,000	1,560,000	-	1,560,000	1,260,000
Equipment Rental Replacement	503	2,500,000	1,898,480	144,350	2,042,830	2,007,420	144,350	2,151,770	2,391,060
Facilities Maintenance	504	400,000	1,805,100	-	1,805,100	2,146,350	-	2,146,350	58,750
Information Technology	505	200,000	1,819,140	-	1,819,140	1,828,680	-	1,828,680	190,460
Cemetery Endowment	710	1,380,000	50,000	-	50,000	-	-	-	1,430,000
		55,423,070	166,884,380	191,630	167,076,010	164,928,520	1,330,300	166,258,820	56,240,260