



WENATCHEE CITY COUNCIL

Thursday, August 8, 2024

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

AGENDA

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

5:15 p.m. Regular Meeting

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

2. Citizen Requests/Comments

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

3. Consent Items

- *Motion to approve agenda, vouchers, and minutes from previous meetings.*
Vouchers:
Claim checks #301310 through #301444 in the amount of \$2,728,704.94 for July 19, 2024
Claim checks #301445 through #301447 in the amount of \$45,905.44 for July 26, 2024
Payroll distribution (retirees) in the amount of \$12,113.09 for July 31, 2024
Payroll distribution in the amount of \$691,097.59 for August 5, 2024
Wires #1138 through #1144 and checks #211716 through #211726 in the amount of \$1,083,805.61 for July 31, 2024
- *Motion for City Council to authorize the Mayor to sign and execute easement agreements with East Wenatchee Hotel Partners, LLC for construction of a new shared-use path bridge in the City of East Wenatchee.*

4. Presentations

- Manuel Navarro/Columbia Valley Community Health

5. Action Items

- A. Contract Amendment for 8MG Reservoir Improvement Project and Fifth and Miller Street 24" Transmission Line Valve Replacement
Presented by Assistant Utility Manager Terry O'Keefe
Action Requested: *Motion for City Council to approve contract amendments 2 and 3 with Gray and Osborne, Project No. 2306, and authorize the City Administrator to sign the contract amendments.*

B. Wastewater Treatment Plant Administration Building and Public Services Center Utilities Garage, Project No. 2403 Authorization to Award the Design Contract to Jacobs Engineering

Presented by Deputy Public Works Director-Utilities Jessica Shaw

Action Requested: *Motion for City Council to approve the award of the design contract for the Wastewater Treatment Plant Administration Building and Public Services Center Utilities Garage, Project No. 2403 to Jacobs Engineering and authorize the City Administrator to sign the professional Service Contract for the design on behalf of the City.*

6. Public Hearing Items

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

C. 2024 Community Development Block Grant Annual Action Plan

Presented by Community Development Assistant Director Stephen Neuenschwander and Community Development Director Glen DeVries

Action Requested: *Motion for City Council to approve the 2024 Community Development Block Grant Annual Action Plan as presented and to authorize the Mayor to sign all associated assurances, certifications and contracts necessary for implementing the 2024 Community Development Block Grant Annual Action Plan.*

7. Reports

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

8. Announcements

9. Close of Meeting

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



DRAFT

**WENATCHEE CITY COUNCIL WORK SESSION
(SPECIAL MEETING)**

Thursday, July 18, 2024

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

MINUTES

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

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

Staff Present: City Administrator Laura Gloria; City Clerk Tammy McCord; IT Support Tim McCord; Finance Director Brad Posenjak; Public Works Director Tom Wachholder; Project Engineer Zach Horton; Project Engineer Hari Sharma; Utility Planner Darci Ronning; Project Engineer Nicole Brockwell; Financial Analyst Nataliann Tutino; City Engineer Jake Lewing; Engineering Services Manager Ryan Harmon; Police Chief Edgar Reinfeld; Project Engineer Austin Slabaugh

Work Session:

A. 5:15 p.m. – 6:30 p.m.

Roundabouts

Presented by Project Engineer Zachary Horton and KPG Psomas

Sean Samsel with KPG Psomas led the presentation regarding roundabouts and provided information regarding different types of traffic circles, how to drive through a roundabout, types and contexts of roundabouts, safety and operational benefits of roundabouts, safety enhancements for different users (pedestrians and bicycles), and case studies of local roundabouts. Council commented and asked questions, and some questions from the public were also answered.

B. 6:30 p.m. to 7:30 p.m.

Reimagine Wenatchee Target Area Master Plan

Presented by City Administrator Laura Gloria and Northwest Studios

Dave Butler with Northwest Studios presented an overview of the Reimagine Wenatchee Target Area Master Plan. The City Council would like additional studies to occur prior to implementation of the plan into the Comprehensive Plan, including additional public input and informational public meetings prior to adoption.

Apple Capital of the World

With nothing further to discuss, the meeting adjourned at 7:17 p.m.

Mike Poirier, Mayor

Tammy McCord, City Clerk



DRAFT

WENATCHEE CITY COUNCIL

Thursday, July 25, 2024

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

MINUTES

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

Present: Mayor Pro Tem Top Rojanasthien; Councilmember District 1 Jose Cuevas; Councilmember District 2 Chelsea Ewer; Councilmember District 4 Travis Hornby; 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 Zach Steele; Finance Director Brad Posenjak; Public Works Director Tom Wachholder; Police Chief Edgar Reinfeld; City Engineer Jake Lewing; IT Director Elizabeth Rossiter; Facilities Manager Elisa Schafer; Community Development Director Glen DeVries

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call. Mayor Pro Tem Top Rojanasthien called the meeting to order at 5:15 p.m. (Mayor Mike Poirier was on vacation). Councilmember Travis Hornby led the Pledge of Allegiance. Councilmember Charlie Atkinson was absent,

Motion by Councilmember Travis Hornby to excuse the absence of Councilmember Charlie Atkinson. Councilmember Jose Cuevas seconded the motion. Motion carried (6-0).

2. Citizen Requests/Comments. None.

3. Consent Items

- *Motion to approve agenda, vouchers, and minutes from previous meetings.*
Vouchers:
Claim checks #301174 through #301309 in the amount of \$660,188.05 for July 11, 2024
Payroll distribution in the amount of \$461,585.00 for July 19, 2024
- *Motion for City Council to approve Resolution No. 2024-26, confirming the appointment of Stephen Roe to the Civil Service Commission.*
- *Motion for City Council to approve the Final Contract Vouchers with Allied Trenchless, Apollo, Inc., and Xylem Dewatering Solutions, Inc. for the Wastewater Treatment Plant Primary Effluent Line Emergency Repair Project, City Project 2324, and authorize the City Administrator's signature.*

Motion by Councilmember Travis Hornby to approve the agenda, vouchers, and minutes from previous meetings, for City Council to approve Resolution No. 2024-26, confirming the appointment of Stephen Roe to the Civil Service Commission, and for City Council to approve the Final Contract Vouchers with Allied Trenchless, Apollo, Inc., and Xylem Dewatering Solutions, Inc. for the Wastewater Treatment Plant Primary Effluent Line Emergency Repair Project, City Project 2324, and authorize the City Administrator's signature. Councilmember Linda Herald seconded the motion. Motion carried (6-0).

4. Presentations

- Purple Heart City Proclamation read by Councilmember Chelsea Ewer. Mayor Pro Tem Top Rojanasthien announced that there will be an event on August 7 at Pybus Market from 5:00 p.m. to 8:00 p.m. to honor Veterans in our community.

5. Action Items

- A. Proposed amendment of Section 2.10.020 of the Wenatchee City Code relating to the appointment and the removal from the Code Enforcement Board

Community Development Director Glen DeVries presented the staff report.

Motion by Councilmember Chelsea Ewer for City Council to adopt Ordinance No. 2024-19, amending Section 2.10.020 of the Wenatchee City Code relating to the appointment to and the removal from the Code Enforcement Board. Councilmember Travis Hornby seconded the motion. Motion carried (6-0).

- B. Easement for Underground Utilities with Public Utility District No. 1 of Chelan County

Facilities Manager Elisa Schafer presented the staff report.

Motion by Councilmember Travis Hornby for City Council to approve the underground utility easement and authorize the City Administrator to sign the agreement. Councilmember Jose Cuevas seconded the motion. Motion carried (6-0).

- C. Contract between Chelan County, Douglas County, Grant County, Okanogan County, the City of Wenatchee, the City of East Wenatchee, and the City of Moses Lake and Carelon Behavioral Health, Inc.

City Administrator Laura Gloria presented the staff report. Council asked questions.

Motion by Councilmember Travis Hornby for City Council to approve the Contract between Chelan County, Douglas County, Grant County, Okanogan County, the City of Wenatchee, the City of East Wenatchee, and the City of Moses Lake and Carelon Behavioral Health, Inc. and authorize the City Administrator's signature. Councilmember Linda Herald seconded the motion. Motion carried (6-0).

6. Public Hearing Items

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

Mayor Pro Tem Top Rojanasthien called the public hearing to order and stated the procedures for the public hearing.

D. Confluence Parkway South, Project #2201.1 - Final Action on Ordinance No. 2024-09 authorizing the use of eminent domain affecting properties on North Miller Street and Hawley Street for completion of Confluence Parkway South Project

City Engineer Jake Lewing presented the staff report. Attorney Kinnon Williams provided a power point presentation and explained the eminent domain process. Council asked questions.

The following public comments were received:

1. Jeff Tontini, property owner in the impacted area, addressed the Council with his concern about the process being slow and discouraging, becoming a burden on property owners to search for a new location, and his concerns with a loss of income.
2. Jimmy Holman, owner of Earhardt's Collision Repair in the impacted area, addressed the Council with his frustrations and timing for relocating his business.
3. Rob Borst addressed his concerns about the construction and the taking of private property for the project.

There was no one else who wished to speak. Mayor Pro Tem Top Rojanasthien then asked if there were additional comments or questions from the Council. Council commented and asked additional questions.

Motion by Councilmember Travis Hornby for City Council to adopt Ordinance No. 2024-09, providing for the acquisition by eminent domain of property located near or adjacent to North Miller Street and Hawley Street, Wenatchee, Washington, for roadway improvements, providing for severability, and establishing an effective date. Councilmember Linda Herald seconded the motion. Motion carried (5-1) (Huffaker nay).

[Councilmember Keith Huffaker left the meeting].

7. Reports

- a. Mayor's Report. City Administrator Laura Gloria provided the Mayor's report in the Mayor's absence:

- (1) National Night Out is scheduled for August 6 at Washington Park, Rotary Park and CAFÉ. Council is invited to attend this fun event.
- (2) An open house for the Confluence Parkway project was held last week and it was a full house with approximately 120 people in attendance.
- (3) City Administrator Laura Gloria provided a presentation about the Confluence Parkway project to the Washington State Transportation Commission yesterday in Chelan. It was a great way to talk about the project and get everyone up-to-date.
- (4) We still need a Museum Board representative from the Council.

- b. Reports/New Business of Council Committees

Councilmember Linda Herald reported that she attended the AWC legislative priorities committee meeting this morning and highlighted the state-wide priorities. She said that AWC will be hosting a conversation with the Governor regarding homeless issues on August 22. She also reported this coming Tuesday is the next meeting of the Columbia River Homeless Task Force.

Councilmember Jose Cuevas reported that he will also be attending the Columbia River Homeless Task Force meeting next Tuesday.

Councilmember Chelsea Ewer reported that she attended the Finance Committee meeting which is always informative. She also reported that the Chamber had an opportunity to host the Indian Consulate General recently that she was able to participate in with her role at the Chamber. Tomorrow she will be attending the first training through AWC's leadership institute.

Councilmember Travis Hornby reported that Link Transit received bids for the new bus garage and it was awarded under budget, and construction will begin this year.

Councilmember Top Rojanasthien reported he also attended the Finance Committee meeting, and wished to congratulate Councilmember Hornby on celebrating his 20th wedding anniversary.

8. Announcements. None.

9. Close of Meeting

Motion to adjourn by Councilmember Travis Hornby. Councilmember Chelsea Ewer seconded the motion. Motion carried (5-0).

With no further business, the meeting adjourned at 6:27 p.m.

Top Rojanasthien, Mayor Pro Tem

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: August 8, 2024

I. **SUBJECT**

City Project No. 2201.2 – South End Bike/Ped Access Bridges
Easement Acquisition for Construction of a Bridge

II. **ACTION REQUESTED**

Motion requested for the City Council to authorize the Mayor to sign and execute easement agreements with East Wenatchee Hotel Partners, LLC for construction of a new shared-use path bridge in the City of East Wenatchee.

III. **OVERVIEW**

The South End Bike/Ped Access Bridges project was included in the network of projects completing an 11-mile loop that serves as the backbone for highway, transit, and active modes of transportation in the Wenatchee Valley known as the Apple Capital Loop. The City of Wenatchee and its partners successfully submitted an Infrastructure for Rebuilding America (“INFRA”) grant application for the completion of the Apple Capital Loop. Segment 2C of the INFRA award includes the construction of two new shared use bridges.

This project includes the construction of grade-separated shared use path crossings of SR 28 in East Wenatchee and BNSF right-of-way (ROW) in Wenatchee near the existing Loop Trail pipeline bridge.

The new pedestrian bridge on the East Wenatchee side of the river (east bridge) will begin at grade near the existing bridge, climb in elevation via a pier-supported elevated ramp, cross over State Route 28 in the east-west direction, and then descend via a pier-supported elevated ramp at 9th Street Park.

City staff has been working with Exeltech Consulting, Inc. to progress design. Through the design process, the above-mentioned design alternative was selected through communication with City of Wenatchee Public Services Committee, City of East Wenatchee City Council, and also City of East Wenatchee downtown stakeholders.

As a result of the design, an aerial easement is needed from East Wenatchee Hotel Partners, LLC who own and operate Cedar’s Inn. This aerial easement along with a temporary construction easement will allow for construction activities to take place on their property

and permanently allow for the bridge to span over their property. Per our Interlocal Agreement with the City of East Wenatchee, this aerial easement will be transferred to East Wenatchee at the completion of the project.

All property acquisition activities were performed in accordance with the WSDOT ROW Manual as required for federal grant funded projects.

IV. FISCAL IMPACT

The total easement value for both the temporary construction easement and permanent aerial easement is \$323,000. This cost is fully captured within the allocated ROW phase of the approved capital project budget.

V. PROPOSED PROJECT SCHEDULE

This project is scheduled for construction approval in Early Fall 2024 with actual construction activities beginning in Spring 2025 and continuing through Fall 2026.

VI. REFERENCE(S)

1. Easement Document for Signature
2. Temporary Easement Document for Signature
3. Approved Capital Project Budget

VII. ADMINISTRATIVE ROUTING

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

After recording return document to:

**City of Wenatchee
PO Box 519
Wenatchee, WA 98807-6204**

**Document Title: Easement
Reference Number of Related Document: NA
Grantor: East Wenatchee Hotel Partners, LLC
Grantee: City of Wenatchee
Legal Description: PTN of: Ptn Lot 20, EAST WENATCHEE LAND COMPANY'S
PLAT OF SEC 11 AND 2, TWP 22N, RGE 20E.W.M., Vol. A, P. 196, Douglas County
Additional Legal Description is on Page 4 of Document.
Assessor's Tax Parcel Number: 03700002004**

EASEMENT

Apple Capital Loop South End Bike/Ped Access Bridge

The Grantor, **East Wenatchee Hotel Partners, LLC a Washington limited liability company**, for and in consideration of TEN DOLLARS AND 00/100 (\$10.00), conveys and grants unto the **City of Wenatchee, a municipal corporation**, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain, an easement over, under, upon and across the hereinafter described lands for the purpose of an aerial bridge crossing, along with the right to a yearly inspection of the bridge structure within this easement area. The Easement will be transferred to the City of East Wenatchee upon completion of the Pedestrian Bridge construction.

Said lands being situated in Douglas County, State of Washington, and described as follows:

**For legal description and additional conditions
See Exhibit A attached hereto and made a part hereof**

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the **City of Wenatchee** unless and until accepted and approved hereon in writing for the **City of Wenatchee**, by its authorized agent.

EASEMENT

East Wenatchee Hotel Partners, LLC

Dated: 7/25/2024

Sukh Gill
By: Sukh Gill
Its: President

Accepted and Approved

City of Wenatchee

By: _____
Mike Poirier, Mayor

Date: _____

EASEMENT

A pedestrian access easement over and across a portion the Southwest quarter of the Northeast quarter of Section 11, Township 22 North, Range 20 East W.M. Douglas County Washington, more particular as follows:

The basis of bearing is Washington State Plane NAD 83/91. To derive ground distance multiply by a combined scaled factor of 1.000015438.

Beginning at the intersection of the of Sunset Highway (SR 28) and 9th Street NE a wire in concrete in monument from which the intersection of 9th Street NE and Valley Mall Parkway bears North 66°57'12" East a distance of 366.73 feet a rebar in an iron pipe in a monument case;
thence North 66°57'12" East along the center line of 9th Street NE a distance of 160.87 feet;
thence South 23°02'48" East a distance of 40.00 feet the southerly right of way of 9th Street NE;
thence South 15°27'12" East a distance of 36.94 feet; thence South 18°09'07" East a distance of 25.09 feet to the True Point of Beginning.
thence South 18°09'07" East a distance of 33.45 feet;
thence South 23°02'46" East a distance of 9.97 feet;
thence South 68°29'12" West a distance of 49.67 feet;
thence South 71°45'25" West a distance of 7.27 feet to the easterly right of way of Sunset Highway (SR 28);
thence along said right of way North 22°41'51" West a distance of 7.09 feet;
thence continuing along said right of way North 67°18'02" East a distance of 15.00 feet;
thence North 22°41'44" West a distance of 35.55 feet;
thence leaving said right of way North 68°29'12" East a distance of 44.49 feet to the True Point of Beginning.

Contains 0.05 acres more or less.

Grantor's Initials J.C.S

After recording return document to:

City of Wenatchee
PO Box 519
Wenatchee, WA 98807-6204

Document Title: Temporary Easement
Reference Number of Related Document: N/A
Grantor: East Wenatchee Hotel Partners, LLC
Grantee: City of Wenatchee
Legal Description: PTN of: Ptn Lot 20, EAST WENATCHEE LAND COMPANY'S PLAT OF SEC 11 AND 2, TWP 22N, RGE 20E.W.M., Vol. A, P. 196, Douglas County
Additional Legal Description is on Pages 4-5 of Document.
Assessor's Tax Parcel Number: 03700002004

TEMPORARY EASEMENT

Apple Capital Loop South End Bike/Ped Access Bridge

The Grantor, **East Wenatchee Hotel Partners, LLC** a Washington limited liability company, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, conveys and grants unto the **City of Wenatchee, a Municipal Corporation**, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of an aerial easement for a crane to lift the girders or beams into place within the permanent easement area.

Said lands being situated in Douglas County County, State of Washington, and described in Exhibit A, attached hereto, and made a part hereof.

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on 12/31/2026, hereinafter the "Term".

It is further agreed that this Temporary Easement may be extended by up to 1 year at the Grantee's option. The rate associated with this extension shall be at the same rate as the original

TEMPORARY EASEMENT

Temporary Easement, or at the newly established rate determined by an updated appraisal; whichever is higher. Grantee shall notify Grantor in writing, and render payment, prior to exercising this option.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the **City of Wenatchee** unless and until accepted and approved hereon in writing for the **City of Wenatchee**, by its authorized agent.

East Wenatchee Hotel Partners, LLC

Dated: 7/25/2024, 2024

Sukh S. Gill
By: Sukhivan S. Gill
Its: President

Accepted and Approved

City of Wenatchee

By: _____
Mayor

Date: _____, 2024

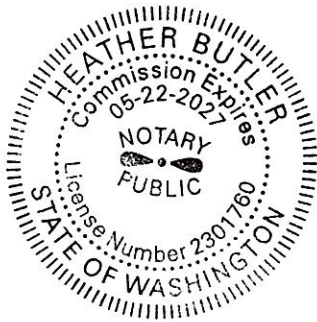
TEMPORARY EASEMENT

STATE OF WASHINGTON)
County of Chelan : ss)

On this 25th day of July 2024, before me personally appeared Sukhjivan Gill to me known to be the President of **East Wenatchee Hotel Partners, LLC** a Washington Limited Liability Company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that (he/she/they) (is/are) authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)



Heather Butler
Notary Public in and for the State of
Washington, residing at Leavenworth, WA
My commission expires 5/22/2024

TEMPORARY EASEMENT

EXHIBIT A

A temporary construction easement over and across a portion the Southwest quarter of the Northeast quarter of Section 11, Township 22 North, Range 20 East W.M. Douglas County Washington, more particular as follows:

The basis of bearing is Washington State Plane NAD 83/91. To derive ground distance multiply by a combined scaled factor of 1.000015438.

Beginning at the intersection of the of Sunset Highway (SR 28) and 9th Street NE a wire in concrete in monument from which the intersection of 9th Street NE and Valley Mall Parkway bears North 66°57'12" East a distance of 366.73 feet a rebar in an iron pipe in a monument case;

thence North 66°57'12" East along the center line of 9th Street NE a distance of 160.87 feet;

thence South 23°02'48" East a distance of 40.00 feet the southerly right of way of 9th Street NE and the True Point of Beginning;

thence South 15°27'12" East a distance of 36.94 feet;

thence South 18°09'07" East a distance of 25.09 feet;

thence South 68°29'12" West a distance of 44.49 feet to the easterly right of way of Sunset Highway (SR 28);

thence along said right of way North 22°41'44" West a distance of 39.45 feet;

thence continuing along said right of way North 22°22'43" East a distance of 29.88 feet southerly right of way of 9th Street NE;

thence along the southerly right of way of 9th Street NE North 66°56'41" East a distance of 29.97 feet to the True Point of Beginning.

TOGETHER with a temporary construction easement in a portion the Northwest quarter of the Southwest quarter of Section 11, Township 22 North, Range 20 East W.M. Chelan County Washington, within Burlington Northern Santa Fe Railroad right of way between Railroad station (BNSF STA:) 9476+41.46 and 9476+13.33, more particular as follows:

The basis of bearing is Washington State Plane NAD 83/91. To derive ground distance multiply by a combined scaled factor of 1.000015438.

A temporary construction easement over and across a portion the Southwest quarter of the Northeast Quarter of Section 11, Township 22 North, Range 20 East W.M. Douglas County Washington, more particular as follows:

TEMPORARY EASEMENT

The basis of bearing is Washington State Plane NAD 83/91. To derive ground distance multiply by a combined scaled factor of 1.000015438.

Beginning at the intersection of the of Sunset Highway (SR 28) and 9th Street NE a wire in concrete in monument from which the intersection of 9th Street NE and Valley Mall Parkway bears North 66°57'12" East a distance of 366.73 feet a rebar in an iron pipe in a monument case;

thence North 66°57'12" East along the center line of 9th Street NE a distance of 160.87 feet;

thence South 23°02'48" East a distance of 40.00 feet the southerly right of way of 9th Street NE;

thence South 15°27'12" East a distance of 36.94 feet;

thence South 18°09'07" East a distance of 58.54 feet; thence South 23°02'46" East a distance of 9.97 feet to the True Point of Beginning;

thence South 23°02'46" East a distance of 31.31 feet;

thence South 23°02'46" East a distance of 15.00 feet;

thence South 66°57'14" West a distance of 98.20 feet to the easterly right of way of Sunset Highway (SR 28);

thence 34.72 feet along said right of way through a non-tangent curve with a radius of 334.29 feet, a central angle of 05°57'01", with a chord bearing of North 05°31'50" East for a chord distance of 34.70 feet;

thence continuing along said right of way North 67°17'17" East a distance of 24.60 feet;

thence North 22°41'51" West a distance of 17.92 feet;

thence North 71°45'25" East a distance of 7.27 feet;

thence leaving said right of way North 68°29'12" East a distance of 49.67 feet to the True Point of Beginning.

Grantor's Initials J.S.G



Capital Project Budget

Date: January 11, 2024 **Project Number:** 2201.2
Project Name: Apple Capital Loop (Segment 2C) **Dept/Category:** Public Works - Streets

Project Description: This project will construct two new grade-separated shared use path crossings; one over SR 28 in East Wenatchee and one over BNSF right-of-way near the existing Loop Trail pipeline bridge in Wenatchee.

Project Lead:	<u>Ryan Harmon</u>	Start Year:	<u>2023</u>
Assigned Department:	<u>Public Works</u>	End Year:	<u>2026</u>
Original Project Budget:	<u>\$11,500,000</u>	Total City Funding:	<u>\$0</u>
Budget Amendment:	<u>\$5,565,060</u>	Other Funding:	<u>\$17,065,060</u>

Project Notes:

This project is a segment of the full Apple Capital Loop group of projects. The "Original Budget" is based on the the adopted 2024 City Budget. Amended numbers adjust the expenditures by category based on current estimates and amounts spent to date.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2024	2025	2026+	
Design Engineering	1,000,000	352,950	722,230	630,720			1,352,950
Right of Way Acquisition	100,000	1,540,000	-	1,640,000			1,640,000
Construction Contract	9,400,000	2,965,710			6,182,855	6,182,855	12,365,710
Construction Engineering	1,000,000	706,400	-		853,200	853,200	1,706,400
Art Fund	-						
Total Project Expenditures	11,500,000	5,565,060	722,230	2,270,720	7,036,055	7,036,055	17,065,060

Project Revenues by Category	Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
				2024	2025	2026+	
Fund:							
Fund:							
Fund:							
Fund:							
Fund:							
GRANTS:							
Federal - INFRA/FHWA	9,325,000	5,565,060	722,230	377,770	7,982,530	5,807,530	14,890,060
Federal - Surface Transportation Program Block Grant (STBG)	-	360,092				360,092	360,092
Federal - Transportation Alternatives Program (TA)	-	139,908				139,908	139,908
Federal - Carbon Reduction Program (CRP)	-	1,000,000				1,000,000	1,000,000
East Wenatchee	675,000					675,000	675,000
Total Project Revenues	10,000,000	7,065,060	722,230	377,770	7,982,530	7,982,530	17,065,060

Approved by City Council: January 11, 2024



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Terry O'Keefe, Assistant Utility Manager
Public Works Department

MEETING DATE: August 8, 2024

I. SUBJECT

Contract amendment for the 8MG Reservoir Improvement Project and 5th and Miller St. 24" Transmission Line Valve Replacement.

II. ACTION REQUESTED

Staff recommends the City Council approve contract amendments 2 and 3 with Gray and Osborne, Project # 2306, and authorize the City Administrator signature.

III. OVERVIEW

Gray & Osborne has been selected as our engineering design consultant for the rehabilitation of the 8MG Reservoir. We would like to move forward with design and construction repairs of the reservoir as well as the leaking transmission main valve that supplies water to the 8MG reservoir.

The Initial contract which was entered into in the fall of 2023. This was basically a complete evaluation of our leaking 8MG reservoir. We have included the leaking 5th and Miller valve to the project since it is the feed line to the reservoir, and the best time to repair the valve would be when the reservoir is empty for repairs. The first amendment to the contract was the addition of the 3D scanning of the 8MG reservoir.

IV. FISCAL IMPACT

City Project No. 2306 is funded through the Water (401) utility funds. Engineering services for the 8MG reservoir are estimated at \$109,500. Engineering services for the 5th St Valve are estimated at \$63,700. \$173,200 total.

V. PROPOSED PROJECT SCHEDULE

Design is expected to be complete by mid- September 2024. Project is expected to go to bid in mid-October with construction starting in January 2025. The goal is to finish the project by spring 2025 in order to get the reservoir back in service before summer weather arrives.

VI. REFERENCE(S)

1. Attachment A- Jefferson Reservoir Evaluation
2. Attachment B – 5th and Miller Valve Repair

Agenda Report Water 8MG Res Repair/5th St Valve
August 8, 2024
Page 2

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Laura Gloria, City Administrator
Tom Wachholder, Public Works Director
Brad Posenjak, Finance Director
Nataliann Tutino, Financial Analyst
Jessica Shaw, Deputy Public Works Director
Anna Carr, Administrative Assistant

EXHIBIT A

SCOPE OF WORK

CITY OF WENATCHEE JEFFERSON RESERVOIR EVALUATION AMENDMENT 2

This Scope of Work presents the professional engineering services requested by the City of Wenatchee for design of the City's Jefferson Reservoir Improvements project. The City completed an assessment of the reservoir in 2024. Based on the assessment, the City would like to design and construct the following improvements to the reservoir:

- A full geomembrane liner
- Interior ladder replacement
- Partial railing on roof around access ladder and hatch
- New exterior ladder
- Altitude Valve hatch lid improvements

This project is funded by the City of Wenatchee. The design services will include the following tasks:

SCOPE OF WORK

Gray & Osborne has prepared the following scope of work for this project.

Task 1 – Project Management

- A. Provide overall project management and oversight of resources and deliverables to ensure timely delivery and coordination of project elements. Work includes procuring and maintaining sufficient resources, overseeing budget and schedule, and assisting in timely delivery of engineering products per the contract.

Task 2 – Design Engineering Services

- A. Complete civil and structural engineering design of the Jefferson Reservoir Improvements Project. This task includes completing the engineering analysis and calculations necessary to complete the design. This task also includes preparation of detailed plans, specifications, and cost estimates to adequately describe the work for a public works contractor. Gray & Osborne will provide the following services to complete this task.

1. Prepare 50 Percent Plans and Cost Estimate

Prepare 50 percent plans and construction cost estimates for the project. Plans will include preliminary civil and structural sheets including reservoir civil and structural plans and preliminary details. A specification outline will be submitted. 50 percent plans and cost estimates will be submitted to the City for review and comment. Gray & Osborne will meet with City staff to complete a facilitated review of the plans.

2. Prepare Final Plans, Specifications, and Cost Estimate

Prepare final plans, specifications, and construction cost estimates for the project. City comment from the 50 percent submittal will be addressed. Plans and specifications will be suitable for public works bid. Specifications will be prepared in CSI format with applicable City of Wenatchee special provisions and contract forms. Final plans, specifications, and cost estimates will be submitted to the DOH for approval to the City for approval and distribution to contractors.

Task 3 – Complete QA/QC Review

- A. Conduct Quality Assurance/Quality Control review (50 percent completion levels) of the design documents to review critical project milestones, constructability, permitting issues, cost, methods, and materials to be employed during construction, and environmental concerns. Provide this review by both project and non-project engineers, experienced in design of similar project facilities. Document the review comments and revise the design documents to incorporate these comments.

Task 4 – Conduct Meetings and Site Visits

- A. Attend meetings with City staff and stakeholders during development of the plans and specifications to discuss project issues and review draft deliverables. Prepare exhibits for communication with the public and stakeholders.
1. Project Kick-off Meeting
 2. 50 Percent Design Review Meeting
 3. Pre-Bid Walkthrough

Task 5 – Bid and Award Services

- A. Assist the City with the bid and award process for the Jefferson Reservoir Improvements project. Participate in a pre-bid walkthrough. Respond to bidder inquiries. Prepare addenda as necessary. Review bid results and bidder qualifications. Prepare an award recommendation for the City.

DELIVERABLES

Deliverables will be provided in the following format:

- Plans and Specifications – five paper copies of each submittal
- Record Drawings – three paper copies

Electronic files will also be supplied for each deliverable.

ASSUMPTIONS

The following assumptions have been made in developing this scope of work.

1. Payment for all required permits, approvals, and publications.
2. Field or office survey, ROW/easement acquisition, recorded survey, boundary line adjustment, or preparation of a plat document is not included in this scope of work

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee is set forth in the attached Exhibit B. This amount will not be exceeded without prior written authorization of the City.

PROJECT SCHEDULE

If possible, the City would like the reservoir to be returned to service by March 1, 2025. The project schedule shown below is aggressive and everything will need to work sequentially for this to happen. Anticipated schedule is as follows:

Notice to Proceed	August 1, 2024
50 Percent Plans and Estimate	September, 16 2024
Bid Project	October 15, 2024
Award Project	November 7, 2024
Start Construction	January 6, 2025
Complete Construction	February 28, 2025

EXHIBIT B

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

*City of Wenatchee - Jefferson Street Reservoir Evaluation
Amendment 2*

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Engineer Hours	Structural Engineer Hours	Engineer-In-Training Hours	AutoCAD Technician Hours
1 Project Management	8	8					
2 Design Engineering Services	8	60	100	100	120	40	100
3 QA/QC	8	12	12	12	12		
4 Meetings and Site Visits		8	8	8	8		
5 Bid and Award Services		4	8	8	8		
Hour Estimate:	24	92	128	128	148	40	100
Fully Burdened Billing Rate Range:*	\$150 to \$235	\$150 to \$235	\$125 to \$175	\$115 to \$155	\$115 to \$210	\$100 to \$170	\$60 to \$165
Estimated Fully Burdened Billing Rate:*	\$210	\$210	\$150	\$140	\$200	\$120	\$130
Fully Burdened Labor Cost:	\$5,040	\$19,320	\$19,200	\$17,920	\$29,600	\$4,800	\$13,000

Total Fully Burdened Labor Cost: \$ 108,880

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 620

TOTAL ESTIMATED COST: \$ 109,500

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates

EXHIBIT A

SCOPE OF WORK

CITY OF WENATCHEE

JEFFERSON RESERVOIR EVALUATION 5TH STREET AND MILLER STREET WATER IMPROVEMENTS AMENDMENT 3

This Scope of Work presents the professional engineering services requested by the City of Wenatchee for design of the City's 5th Street and Miller Street Water Improvements. The City has a leaking valve on the 24-inch potable water transmission pipe that serves the Jefferson reservoir in this intersection. This is a very busy intersection and the leaking valve is within the intersection on a section of 24-inch CI pipe with the majority of the transmission main being 24-inch concrete cylinder pipe. There is currently no efficient way to shut off this line and isolate for replacement. The City investigated different cut-in and linestop replacement alternatives and determined the preferred option is to replace the pipe and leaky valve when the Jefferson Reservoir is out of service. It is anticipated that this work will be completed during the winter 2024-2025 season when the Jefferson Reservoir Improvements are constructed. The project is anticipated to replace approximately 15 to 20 linear feet of the 24-inch pipe including the leaking 24-inch valve, a functioning 24-inch valve, and some additional fittings in the intersection of 5th Street and Miller Street. The City would like to design and construct the following improvements:

- Project temporary traffic control. It is anticipated that the construction work will need to be performed at night.
- Draining the existing 24-inch transmission pipe.
- Removal of existing 24-inch pipe, valves, and fittings.
- New 24-inch ductile iron pipe and side operated gate valves.
- Temporary and permanent asphalt restoration.

This project is funded by the City of Wenatchee. The design services will include the following tasks:

SCOPE OF WORK

Gray & Osborne has prepared the following scope of work for this project.

Task 1 – Project Management

Provide overall project management and oversight of resources and deliverables to ensure timely delivery and coordination of project elements. Work includes procuring and maintaining sufficient resources, overseeing budget and schedule, and assisting in timely delivery of engineering products per the contract.

Task 2 – Surveying

Obtain vertical and horizontal control necessary for design of the project, obtain pertinent topographical information to include identifying existing and obvious utilities, and pertinent topographical features to facilitate design of the project. It is anticipated that traditional survey will be performed to tie in control and on storm and sewer structures in the intersection with an aerial drone survey to show the project limits.

- A. Establish vertical and horizontal control on the City adopted datum for survey and mapping at a scale of not more than 1 inch = 20 feet (horizontal) and 1 inch = 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals and to support the design and construction included in this scope of work.
- B. Acquire supplemental topographical survey of the site (within and adjacent to the project corridor) with an aerial drone survey to include establishing surface grades, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, sidewalks, etc., in sufficient detail to support an adequate level of design.

Task 3 – Utility Data Acquisition

Acquire record drawings and/or as-built information from utility purveyors known to provide service in the project corridor.

- A. Provide written requests for all utility purveyors known to provide utility service in the project area.
- B. Review data provided by utility purveyors and incorporate into project design as may be applicable.

- C. Call 1-800 locate to get utilities located prior to survey. This information will be picked up by our survey crew and incorporated into the project base map.

Task 4 – Design Engineering Services

Complete civil engineering design of the 5th Street and Miller Street Water Improvements Project. This task includes completing the engineering analysis and calculations necessary to complete the design. This task also includes preparation of detailed plans, specifications, and cost estimates to adequately describe the work for a public works contractor. Gray & Osborne will provide the following services to complete this task.

- A. Prepare 50 Percent Plans and Cost Estimate

Prepare 50 percent plans and construction cost estimates for the project. Plans will include preliminary civil and structural sheets including reservoir civil and structural plans and preliminary details. A specification outline will be submitted. 50 percent plans and cost estimates will be submitted to the City for review and comment. Gray & Osborne will meet with City staff to complete a facilitated review of the plans.

- B. Prepare Final Plans, Specifications, and Cost Estimate

Prepare final plans, specifications, and construction cost estimates for the project. City comment from the 50 percent submittal will be addressed. Plans and specifications will be suitable for public works bid. Specifications will be prepared in CSI format with applicable City of Wenatchee special provisions and contract forms. Final plans, specifications, and cost estimates will be submitted to the DOH for approval to the City for approval and distribution to contractors.

Task 5 – Complete QA/QC Review

- A. Conduct Quality Assurance/Quality Control review (50 percent completion levels) of the design documents to review critical project milestones, constructability, permitting issues, cost, methods, and materials to be employed during construction, and environmental concerns. Provide this review by both project and non-project engineers, experienced in design of similar project facilities. Document the review comments and revise the design documents to incorporate these comments.

Task 6 – Conduct Meetings and Site Visits

- A. Attend meetings with City staff and stakeholders during development of the plans and specifications to discuss project issues and review draft deliverables. Prepare exhibits for communication with the public and stakeholders.
1. Project Kick-off Meeting
 2. 50 Percent Design Review Meeting
 3. Pre-Bid Walkthrough

Task 7 – Bid and Award Services

Assist the City with the bid and award process for the 5th Street and Miller Street Water Improvements project. Participate in a pre-bid walkthrough. Respond to bidder inquiries. Prepare addenda as necessary. Review bid results and bidder qualifications. Prepare an award recommendation for the City.

DELIVERABLES

Deliverables will be provided in the following format:

- Plans and Specifications – five paper copies of each submittal.
- Record Drawings – three paper copies.

Electronic files will also be supplied for each deliverable.

ASSUMPTIONS

The following assumptions have been made in developing this scope of work.

- Payment for all required permits, approvals, and publications.
- ROW/easement acquisition, recorded survey, boundary line adjustment, or preparation of a plat document is not included in this scope of work.

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee is set forth in the attached Exhibit B. This amount will not be exceeded without prior written authorization of the City.

PROJECT SCHEDULE

The City would like this work to be constructed when the Jefferson Reservoir is out of service. It is anticipated that this work will be completed in the winter of 2024-2025 with paving likely in the spring of 2025.

EXHIBIT B

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

*City of Wenatchee - Jefferson Street Reservoir Evaluation
5th Street and Miller Street Water Improvements
Amendment 3*

Tasks	Principal Hours	Project Manager Hours	Civil Engineer Hours	Engineer-In-Training Hours	AutoCAD Technician Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
1 Project Management	8	8					
2 Surveying		1	4			12	16
3 Utility Data Acquisition			16				
4 Design Engineering Services	4	40	100	40	100		
5 QA/QC	8	8	12				
6 Meetings and Site Visits		8	8				
7 Bid and Award Services		4	8				
Hour Estimate:	20	69	148	40	100	12	16
Fully Burdened Billing Rate Range:*	\$150 to \$235	\$150 to \$235	\$115 to \$155	\$100 to \$170	\$60 to \$165	\$125 to \$190	\$180 to \$295
Estimated Fully Burdened Billing Rate:*	\$210	\$210	\$140	\$120	\$130	\$180	\$250
Fully Burdened Labor Cost:	\$4,200	\$14,490	\$20,720	\$4,800	\$13,000	\$2,160	\$4,000

Total Fully Burdened Labor Cost: \$ 63,370
 Direct Non-Salary Cost:
 Mileage & Expenses (Mileage @ current IRS rate) \$ 330
TOTAL ESTIMATED COST: \$ 63,700

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Mike Hodgson, Wastewater Treatment Plant Supervisor
Public Works Department

MEETING DATE: August 8, 2024

I. SUBJECT

Wastewater Treatment Plant Administration Building and Public Services Center Utilities Garage, Project No. 2403 Authorization to Award the Design Contract to Jacobs Engineering.

II. ACTION REQUESTED

Staff recommends the City Council to award the design contract for the Wastewater Treatment Plant Administration Building and Public Services Center Utilities Garage, Project No. 2403 to Jacobs Engineering and authorize the City Administrator to sign the professional Service Contract for the design on behalf of the City.

III. OVERVIEW

Jacobs Engineering has been selected as our architectural and engineering design consultant with a budget of \$873,522 for the design and bidding administration services.

During the Wastewater Treatment Plant assessment in 2022, the current wastewater administration building was identified as being insufficient to accommodate the current wastewater treatment plant crew and not up to current National Fire Protection Act standards. Also, the Sewer/Stormwater collections group is based out of the Public Services Center, but all of their equipment (vactor and camera trucks) is stored at the wastewater treatment plant. The new Public Services Center Utility Garage will keep the collection crew and equipment at one location and also add bays for the water and streets department's equipment and material storage.

IV. FISCAL IMPACT

City Project No. 2403 is funding through the Sewer(405), Water(401) and Stormwater(410) utility funds.

V. PROPOSED PROJECT SCHEDULE

Design is expected to be complete by April 2025. The project is anticipated to go to bid in the fall of 2025 for construction in 2026.

VI. REFERENCE(S)

1. Professional Services Agreement with Jacobs for City Project No.2403
2. Attachment A – Scope of Work and Budget

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Laura Gloria, City Administrator
Tom Wachholder, Public Works Director
Brad Posenjak, Finance Director
Nataliann Tutino, Financial Analyst
Jessica Shaw, Deputy Public Works Director
Anna Carr, Administrative Assistant



PROFESSIONAL SERVICES AGREEMENT

Project No. _____ WWTP Admin Building and PSC Utilities Garage

The City of Wenatchee, Washington, a municipal corporation ("City") and Jacobs Engineering Group Inc., whose address is 999 W. Riverside Ave., #500, Spokane, WA 99201 ("Consultant"), agree and contract as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance normally provided by and expected of professional persons performing services similar to or like those to be performed at the same time and within the same locality hereunder.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for completion of these services shall not exceed \$873,522 as detailed in Attachment A.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 30 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The Project Manager for the City of Wenatchee shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The completion date for the Consultant's performance of the services specified in Section I shall be not later than December 31, 2025.

Consultant will diligently proceed with the services contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement ("Force Majeure"). If such a delay arises, Consultant shall forthwith notify the City.

Events which constitute Force Majeure shall include but not be limited to, acts of God or the public enemy; epidemic; pandemic; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of the parties respectively. In the event that any event of Force Majeure as herein defined occurs, Consultant shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

To the greatest extent allowed by law the Consultant shall indemnify and hold the City, its officers, officials and employees harmless from any and all third party claims, injuries, damages, losses or suits including reasonable attorney fees, related to damages arising out of bodily injury to persons or damages to tangible property to the proportionate extent arising out of or resulting from its negligence in performing any of its obligations in performance of this Agreement. Notwithstanding any other provision of this Agreement, Consultant and City shall have no liability to each other for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this section shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of Consultant or CITY or their respective subconsultants.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be included as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits of \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for these services with written notice of any policy cancellation, within ten business days of their receipt of such notice.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the required amendatory endorsements, including but not necessarily limited to the required additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services.

F. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Wenatchee business license or otherwise comply with Wenatchee Municipal Code.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this

Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

XVI. VENUE, APPLICABLE LAW AND JURISDICTION

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

XVII. DISPUTES

Any dispute concerning questions of fact in connection with the Services not disposed of by agreement between Consultant and the City shall be referred for determination to the City's Mayor, whose decision in the matter shall be final and binding on the parties of this agreement, provided, however, that if an action is brought challenging the Mayor's decision, that decision shall be subject to de novo judicial review. In the event legal action is brought by either party to enforce any of the obligations hereunder or arising out of any dispute concerning this Agreement, non-prevailing party shall pay prevailing party reasonable amounts for fees, costs and expenses as may be set by the court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF WENATCHEE:

By: _____

By: _____
Laura Gloria, City Administrator

Date: _____

Date: _____

Attachment A

City of Wenatchee, Washington

WWTP Administration Building and PSC Utilities Garage Project

Scope of Work

Introduction

This project includes two new buildings located on two separate sites that will be bid and constructed as a single project using the design-bid-build delivery method:

- Wastewater Treatment Plant (WWTP) Administration Building
- Public Services Center (PSC) Utilities Garage

WWTP Administration Building

The new WWTP administration building will replace an existing approximately 3,000 square foot building, which was constructed in phases starting in the 1950s and includes the offices and laboratory over the influent pump dry well and motor control rooms.

The new building will be between 4,000 and 5,000 square feet and will be located between the influent pump station wet well and secondary clarifiers. This location faces Riverside Park and is on axis with the main WWTP entry drive.

The new administration building will be one-story and house WWTP operators, a laboratory technician, maintenance technicians, a pretreatment technician, and a supervisor. Functional spaces will include offices or work areas for all nine personnel, extra offices and a conference room; a laboratory providing the same analyses as the existing lab; break room with full kitchen; men's and women's shower and locker rooms with ample storage for personal belongings and PPE; storage room(s) for spare equipment, files, archive drawings and operating manuals; and a control room sized appropriately for current and future operations.

The WWTP was constructed in an area that once served as a landfill. The project will include structural and geotechnical design to address potential settlement that could affect the stability of the structure, and the need for a system to address landfill gas.

PSC Garage

The new Public Service Center (PSC) garage will be roughly 9,600 sq ft, contain seven bays, with an extra bay for the future needs of three departments. Bays will be sized for vector trucks and will accommodate floor storage when smaller vehicles are parked in the front of a bay. Conduit and panel capacity for future fast charging equipment will be included. There will be storage along the back wall for small parts and tools. A restroom will be included. The garage will be designed to address weather conditions with features such as a large front overhang, trench and floor drains. The interior may include separations between bays.

The garage will be located parallel to the existing building east of a drainage swale oriented on a north-south axis. Factors for the PSC garage design include consideration of the residential surroundings, harmony with the existing PSC buildings, including repetition of key features, and economy of the structural system and finishes.

Overall Project Assumptions

The Jacobs team will provide the following design services for both buildings:

- Architectural, structural, mechanical, electrical, telecommunications, interior and lighting, civil, architectural site and landscaping, and geotechnical
- Topographic site survey
- Geotechnical field and laboratory investigation with results summarized in a Geotechnical Data Report (GDR)

The City will provide the following information:

- Information on Riverside Park upgrades in vicinity of the WWTP
- Construction records and photographs from adjacent facilities

The scope does not include:

- Separate bid packages for the WWTP Administration Building and PSC Utilities Garage.
- Services related to compliance with the City's comprehensive plan, zoning and subdivision codes, State Environmental Policy Act (SEPA), and other requirements beyond the building permit for construction
- Soil contaminants sampling and mitigation recommendations or mitigation design at either building site
- GBCI LEED or other third-party sustainability requirements or certifications
- Software programming
- Civil and/or drainage design for areas outside the building sites
- Electrical design of primary electrical service
- Methane gas sampling or evaluation
- BIM models as a deliverable to the client
- Bidding services, services during construction, commissioning (assumed to be in a future scope)

Draft deliverables will be revised and finalized once.

Design Models

The Jacobs team will model the buildings using SketchUp for conceptual design, then Revit and Civil 3D for schematic design through construction document production.

The primary purposes of the models are visualization, coordination and document production by the designers. Reviews may include use of these models.

Native CAD/BIM files may be delivered to the construction contractors selected for the project for reference purposes only. Model files shall not be used for construction purposes or as a final deliverable to the client and will not be considered part of the construction contract documents.

Administration Building Design Assumptions

Jacobs will design a roughly 4000 sq ft building as described in the Introduction section of this Scope of Services, and provide the following services in addition to those listed in the overall project assumptions:

Jacobs will provide the following services:

- Interior Design
- SCADA:
 - Design of SCADA hardware components required for relocating the SCADA components from the existing Administration Building
 - Address planning for transitioning WWTP SCADA system from existing to new Administration Building
 - 80 hours budgeted for SCADA related work
- Design and construction recommendations for the administration building and appurtenances to mitigate the effects of the former landfill materials, including foundation design to limit settlement and methane gas intrusion

Jacobs will not provide the following services:

- Design associated with demolition or modification of the existing Administration Building unless authorized by the City under Optional Task 7
- Methane gas or soil contamination sampling, testing, or mitigation system unless authorized by the City via future supplement
- Fire sprinkler design
- Design related to NPFA 820 compliance

PSC Utility Garage Design Assumptions

The Jacobs Team (Wagner Architects and Jacobs) will design a roughly 9600 sq ft building as described in the Introduction section of this Scope of Services, and will include:

- Design of a fire protection system as required by Code
- Minimal landscaping related to restoration of areas disturbed by construction activities only

Jacobs will not provide the following services:

- Site lighting

Task 1 Meetings, Workshops, and Site Visits

Meetings

The Jacobs team arrange and attend one virtual kick off meeting to introduce Jacobs and City team members, and discuss project schedule, coordination and communication. The kickoff meeting is currently set for July 22, 2024.

The Jacobs team arrange and attend bi-weekly virtual design progress meetings with the owner at a mutually agreed time. To continue through construction documentation.

Design Workshops

The Jacobs team will hold two design workshops for each building at conceptual and 60% design levels.

The conceptual design workshop is currently set for July 23 and 24, 2024 and will include three team members in person and other members virtually.

The 60% percent design workshop date is to be determined. It will include two team members in person and other members virtually.

Additional site visits

Jacobs will attend one single-day site visit, in addition to workshop meetings, during the design period, with up to four team members. Additional on-site meetings may be arranged as additional services.

Task 1 Assumptions:

Each workshop will be four hours maximum for each building and will be held on consecutive days.

The City will provide a location for the workshops that is suitable for attending in person or virtually.

The kick-off meeting and design progress meetings will be held bi-weekly until construction drawings are issued, will last an average of one hour, and will be attended virtually by Jacobs' Design Manager, the Administration Building Lead Architect, and by other team members as required to cover topics of discussion.

Task 1 Deliverables:

Meetings

- Meeting agenda
- Meeting summary

Conceptual Design Workshop

- Workshop agenda
- Workshop summary
- Sketchup plan and exterior review model of the administration building – up to two revisions will be provided and reviewed virtually
- Plans and sections of the PSC garage will be reviewed- up to two revisions will be provided and reviewed virtually

60% Design Workshop

- Workshop agenda
- Workshop summary
- Plans will be reviewed in a page turn format and the Revit models will be reviewed on screen

Task 2: Geotechnical Investigation

Jacobs will complete a geotechnical investigation and evaluation of the subsurface conditions at the proposed sites to support development of geotechnical recommendations for design and construction of the planned facilities.

This task includes review of existing data, conducting field explorations, laboratory analysis, and preliminary engineering analyses to assist in design of the foundation support concepts for the planned facilities.

Task 2.1 Existing Data Review

Jacobs will review and compile existing geological and geotechnical data available for the project sites, including previous site uses and facility modifications at the WWTP. A spatial understanding of this data is important for understanding subsurface conditions and developing practical geotechnical recommendations.

Relevant data from previous geotechnical field and laboratory testing as well as project construction records will be summarized for inclusion into the Geotechnical Data Report (GDR). For the WWTP administration building in particular, previous site uses and alterations such as the former landfill, and the chronology of construction and expansion of the WWTP facilities will be compiled.

This data will be used to establish conceptual site models for both sites as represented by a plan view and two-dimensional cross sections. These site models will identify geotechnical data gaps to be filled by the Geotechnical Investigation (Task 2.2).

City shall provide available geotechnical data and construction records for review, including historical photographs if available.

Task 2.2 Geotechnical Investigation

With the existing geotechnical data and geological understanding as a basis, Jacobs will identify data gaps and complete a geotechnical site investigation at both sites to fill the gaps. The new geotechnical data will be merged with the existing data and used as the basis for the geotechnical design for the project.

The actual number, location, and depth of the borings will be refined based on the results of the data review and early project concept development. Jacobs will hire a geotechnical drilling subconsultant for the geotechnical drilling, sampling, and borehole abandonment.

Task 2 targets evaluation of the sites for selection of foundation and earthwork design concepts for the facilities. If unforeseen or overly complex conditions are encountered, or the facility details or locations change, additional field investigation work may be recommended. In such case, Jacobs will advise and discuss with the City to negotiate additional Scope.

Jacobs assumes that the geotechnical borings will take place sequentially at each site, utilizing a single mobilization and demobilization to Wenatchee by Jacobs personnel and the drilling subcontractor. The borings will be advanced using either mud rotary and/or hollow-stem auger drilling techniques to bedrock. Bedrock at the WWTP site will be cored to confirm that the borings terminate on bedrock, and not boulders.

Standard Penetration Testing (SPT) will be performed in the borings to obtain disturbed samples for classification and evaluation of in situ density and/or consistency. Thin-walled Shelby tube samplers will be used to obtain relatively undisturbed samples if suitable materials are encountered. Relatively undisturbed samples will be used for evaluation of triaxial shear strength, consolidation, and permeability testing as appropriate for the proposed facilities.

A Jacobs geotechnical engineer or designee will log each boring and collect representative samples for laboratory testing. Jacobs will rent a Photoionization Detector (PID) and check samples from the administration building site for evidence of Volatile Organic Compounds (VOCs) and other chemicals. PID results will be included on the boring logs.

Details of the field investigation program generally consist of:

- A Jacobs geotechnical engineer will conduct a site reconnaissance prior to mobilization to coordinate with the City on drill rig access, utility location, and field logistics.
- Drilling subcontractor will advance the borings and collect samples as directed by the Jacobs field engineer (estimated five working days). Samples will generally be collected on 2.5 foot intervals, however, the sample intervals will be adjusted in the field based upon conditions encountered.
- Jacobs will advance a maximum of 2 borings at the WWTP administration building site to bedrock, assumed to be maximum depth of 30 feet. When bedrock is encountered it will be cored up to 10 feet to confirm it is bedrock and not a boulder or other obstruction.
- Jacobs will advance a maximum of 6 borings at the PSC garage building site to a maximum depth of 30 feet.
- Where possible, boreholes will be located to avoid disturbance to pavements and surface materials. Where borings penetrate asphalt or concrete pavements, the surface will be cored up to 12 inches thick. Jacobs will abandon boreholes in accordance with Washington State requirements. The pavements will be repaired at the completion of drilling using cold patch asphalt.
- Reasonable equipment will be used for drilling through the anticipated materials, including existing landfill materials. However, due to the uncertainty in the landfill materials, additional offset borings may be required if the drilling equipment is unable to penetrate the waste to the required depths. In such case, additional cost may be incurred.
- Jacobs geotechnical engineer will direct the field investigation activities, review soil samples, and prepare detailed logs of the findings.
- Jacobs will notify the Washington Utility Notification Center as required by law, utility locates at the boring site shall be performed by the City.
- Depending on the soils encountered in the borings and the quality of the samples obtained, laboratory testing may include:
 - Moisture content
 - Fines content
 - Atterberg limits
 - Gradation
 - Compaction
 - Triaxial compression
 - Direct shear
 - Consolidation
 - Corrosivity
- Drill cuttings:
 - Due to potential contamination at the WWTP administration building site, drill cuttings will be placed in clean steel drums and left onsite for disposal by the City.
 - Drill cuttings at the PSC equipment garage site are assumed to be uncontaminated and will be drummed and disposed offsite.
- No geotechnical instrumentation will be installed.
- The as-drilled boring locations will be marked for later survey by Jacobs.

Task 2.3 Preliminary Geotechnical Recommendations

The results of the geotechnical field investigation will be used in conjunction with the available facility locations and concepts to identify fatal flaws or conditions that may have significant design and cost impacts on design or construction.

Jacobs will prepare a brief draft technical memorandum (TM) summarizing geotechnical recommendations for the proposed facilities. The TM will include:

- Evaluate foundation system feasibility (2 approaches are currently postulated: removal of existing landfill waste and replace with imported fill, or deep foundations)
- Coordination with Jacobs design team
- Meeting with Jacobs and the City to discuss findings and recommendations
- Geotechnical designs and construction recommendations will be prepared in subsequent Tasks

Task 2 Assumptions:

Jacobs will contact the Washington Utility Notification Center utility locate service to have the locations of the utilities owned by organizations that subscribe to OneCall service identify and mark utilities prior to the borings being performed. City will arrange to have locations of utilities not subscribing to the Utility Notification center utility locate service identified and marked prior to investigations being performed.

If existing utilities are unable to be accurately identified and/or avoided by adjustment of the boreholes, the City will confirm suitability of Jacobs' proposed borehole locations using a vactor truck or other means.

City will provide access to potable water for the driller to collect in a water truck for use in the borings, potentially up to hundreds of gallons.

Traffic control is not required and that the general public will not have access to the drilling sites while the work is being completed. The drill rig and work areas will be visually barricaded using cones or delineators to clearly mark the work area.

Site access and work may temporarily disrupt parking and plant operations.

Work hours will generally be 10 hours per day, from 7:00 am to 5:00 pm, unless otherwise mutually agreed upon by Jacobs and the City.

Jacobs will transport samples to laboratories for testing.

City shall provide existing geotechnical data for review, including:

- geotechnical reports
- boring or test pit logs
- laboratory test results
- construction photographs
- as-built drawings
- facility performance data for adjacent facilities, such as settlement, movement, etc.

This SOW does not include:

- Environmental sampling or testing of either site for contamination

- Groundwater monitoring
- Evaluations of other sites
- Identification and assessment of potential offsite borrow sources or disposal areas for excavation spoils is not included in this scope.

Task 2 Deliverables:

Geotechnical Data Report (GDR), summarizing findings of the data review, field, and laboratory investigations. A draft report will be prepared for review by the City, then a final stamped report will be prepared in PDF format.

Draft technical memorandum providing preliminary recommendations for geotechnical approach.

Meeting with the City to discuss findings and recommendations.

Task 3: Basis of Design Report (BODR) and Schematic Drawings

Jacobs will coordinate with the City to develop a Basis of Design Report (BODR) that will be used to document the design criteria, assumptions, technical constraints, and preferences that will be used for final design of the WWTP Administration Building and the PSC Utilities Garage. The BODR shall include:

- Summary of Design Criteria
- Summary of Proposed Materials and Assemblies
- Recommendations for Geotechnical Approach
- Project Assumptions and Constraints
- Schematic Drawings for the Administration Building in PDF format
- Schematic Drawings for the PSC Utilities Garage in PDF format

Task 3 Assumptions:

This task will result in approximately 30% level of design.

Drawings will not be stamped and signed and may be schematic in nature.

Sketches, catalog cuts and/or photographs may be used to describe materials, fixtures and finishes.

The draft BODR will be revised and finalized once.

Task 3 Deliverables:

Electronic Draft BODR - one electronic, searchable and bookmarked PDF

Electronic Draft drawings - one electronic, searchable and bookmarked PDF

Class 4 (+50% to -30%) Engineer's Opinion of Probable Construction Cost (OPCC) estimate

Task 4: Design Development (60%)

Task 4.1 60% In-Progress Drawings

A snapshot of CAD drawings that are approximately 60% complete describing the work defined in the Task 2 BODR will be presented at the 60% Design Workshop and via MS Teams. There will be no formal drawing package delivered. Drawings will not be stamped and signed.

Task 4.2 Final BODR

The BODR from Task 3 will be updated and finalized. The BODR shall include:

- Design Criteria
- Final Materials and Assemblies
- Final recommendations for geotechnical approach
- Project Assumptions and Constraints

Task 4 Assumptions

Specifications review package will not be provided until 90%.

Task 4 Deliverables

A snapshot of CAD drawings that are approximately 60% complete to be reviewed at the 60% Design Workshop (Task 1)

Final BODR - one electronic, searchable and bookmarked PDF

Class 3 (+30% to -20%) Engineer's Opinion of Probable Construction Cost (OPCC) estimate

Task 5: Final Design (60 to 100%)

Task 5.1 90% Drawings and Specifications

CAD drawings and specifications that are 90% complete describing the work defined in the Task 2 BODR. Deliverable will be all drawings and specifications required to build the work. Deliverable will be one electronic, searchable and bookmarked PDF of the document. Drawings and specifications will not be stamped and signed.

Class 2 (+20% to -15%) Engineer's Opinion of Probable Construction Cost (OPCC) estimate

Task 5.2 Building Permit Documents

Stamped and signed drawings and specifications based on 90% submittal with changes to address client comments. Separate drawing packages will be delivered for each building so that permitting may run separately for each building. Deliverable will be one electronic, searchable and bookmarked PDF of the stamped and signed documents, including one set of specs and separate drawing packages for each building.

Task 5.3 100% Construction Documents

Final construction documents, stamped and signed ready for construction. Deliverable will be one electronic, searchable and bookmarked PDF of the stamped and signed documents, and electronic CAD drawings as needed by the Owner for archiving purposes. Both buildings will be in a single construction package, which will include one set of specs and separate drawing schedules for each building.

Task 5 Assumptions

Division 00 specifications will be based on Engineers Joint Contract Documents Committee (EJCDC); technical specifications will be based on Jacobs master specifications.

This final design portion of this project will not exceed 5 months in duration.

Task 5 Deliverables

Task 5 deliverables are described in each Task 5 subtask.

Task 6: Permitting Assistance

Jacobs will introduce the building designs to the Wenatchee Building Division with a virtual walk-through at the 30% design level with the intent of learning about any city concerns for life safety issues and development effects on the surrounding neighborhoods.

Jacobs will conduct a pre-application walk-through of the designs with the Wenatchee Building Division at the 60% design level with the intent of familiarizing the city with the detailed design before permit submittal.

Jacobs will submit Building Division drawings (Task 5.2 above) and Washington State Energy Code worksheets for permit review.

Task 6 Assumptions

The City of Wenatchee will complete and submit the permit application.

The pre-application walk-through may be conducted virtually or in person in conjunction with the 60% design workshop. No Jacobs team travel time and expenses are assumed for the pre-application walk-through.

The 90% design submittal for permit review will not include specifications.

Deliverables will be in electronic, searchable and bookmarked PDF format.

This task includes drawings and code worksheets for a building permit only. This task does not include environmental/shoreline permitting, air permitting, or tasks associated with acquiring/modifying a conditional use permit.

Task 6 Deliverables

Attend virtual walk-through at 30% and pre-application walk-through.

Agendas and summaries for both walk-throughs.

90% design submittal and Washington State Energy Code worksheets for permit review.

Task 7: Existing Administration Building (Optional Task - requires separate Notice to Proceed)

Jacobs will provide design documents for demolition of the 1991 addition to the existing Administration Building, including a site investigation, design of demolition and temporary patching of the exterior to provide a weathertight and attractive envelope, permitting and cost estimating. This design work will be done upon approval by the owner.

Task 7 Assumptions

Planning for a different scope, such more extensive demolition or interior demolition is not included.

Demolition of the existing Administration Building will be included in the same bid package as the WWTP Administration Building and PSC Utilities Garage and will not require additional design or construction documents submittals.

200 hours of design work is budgeted for Task 7.

Task 7 Deliverables

Up to 5 drawing sheets to be included in the same bid package as the WWTP Administration Building and PSC Utilities Garage.

Task 8: Project Management and Coordination

Jacobs will perform project management activities as outlined below throughout the duration of the project:

- Prepare and maintain a project management plan that will be used during the execution of this project work. Specific elements of the plan include:
 - Project Instructions: Define City and Jacobs project organization, communication, team, budget, project cost control procedures, document control, deliverables, schedule, change management, and other project management requirements.
 - CAD Standards: Define CAD software standards, graphic standards, file naming conventions and standards, revision/iteration control, and other graphic standards.
 - Quality Management Plan (QMP): Jacobs will use its standard quality control process. For each design phase, Jacobs will manage multidiscipline internal QA/QC review activities with the senior review team during the process of the design.
 - Project Health and Safety: Jacobs will develop a health and safety plan consistent with the requirements of the project to apply to all employees working on this project. It will address safety in the office and during site visits.
- Supervise and control activities of staff assigned to the Project. Coordinate and schedule appropriate project staffing to meet project requirements. Make arrangements for the scheduled design review meetings, and project team meetings. Coordinate with other tasks and staff to complete work on schedule and within budget.
- Monitor Project progress, including work completed, work remaining, budget expended, schedule, estimated cost of work remaining and estimated cost at completion, and regular coordination meetings with the City Project Manager.
- Maintain project records, manage and process project communications, and coordinate project administrative matters.
- Prepare and submit monthly progress report, invoice, and delivery schedule.

Task 8 Assumptions:

Coordination meetings with City's Project Manager and Jacobs' Project Manager will take place every two weeks, on average, over the course of design phase of the project.

Coordination meetings will take place virtually or via phone.

No additional meetings or other coordination tasks with the City and/or other stakeholders are included in this scope of work.

The total project duration of the WWTP Administration Building and PSC Utility Garage project will not exceed 15 months.

Task 8 Deliverables:

Monthly invoices and brief progress reports

Coordination meeting agendas and notes

Schedule

Geotechnical investigation and topographic survey field work will take place within two months after notice to proceed. The Geotechnical Data Report will be submitted within four months after notice to proceed.

The Draft BODR and Schematic Drawings will be submitted to the City four months after notice to proceed. The Final BODR will be submitted to the City a month after City review comments are received and prior to the 60% Design Workshop

A Final Design schedule will be developed by Jacobs and provided to the City for review and comment. This schedule will define key interim milestones and help with scheduling and coordination of meetings and reviews. It is assumed the design will take approximately 15 months and that this scope will be complete by December 2025.

Compensation

The estimated fee to complete the Scope of Work is shown in Table 1. This scope of work will be performed on a time and materials basis with a budget not to exceed \$873,522.

Assumptions:

Scope of work will be complete by December 2025.

Anticipated budget assumes 4% escalation on labor to be executed in 2025.

TABLE 1

Wenatchee WWTP Administration Building and PSC Utilities Garage Project - Budget

Task	Estimated Hours	Total
Task 1 Meetings, Workshops, and Site Visits	350	\$74,776
Task 2 Geotechnical Investigation	174	\$52,724
Task 3 BODR and Schematic Drawings	1019	\$158,150
Task 4 Design Development	1316	\$378,591
Task 5 Final Design (60% to 100%)	796	\$125,339
Task 6 Permitting Assistance	72	\$9,339
Task 7 Existing Administration Building Demolition	200	\$33,139
Task 8 Project Management and Coordination	200	\$41,464
Total Budget	4127	\$873,522

CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Stephen Neuenschwander, Assistant Director, Community Development
Glen DeVries, Community Development Director

MEETING DATE: August 8, 2024

I. SUBJECT

2024 Community Development Block Grant (CDBG) Annual Action Plan (AAP)

II. ACTION REQUESTED

- a. Conduct a public hearing and receive public testimony
- b. Provide direction to City staff on projects and funding allocations.
- c. Adopt the 2024 CDBG AAP and authorize the Mayor to sign associated assurances, certifications and contracts necessary for implementing the 2024 CDBG AAP.

Suggested motion: I move to approve the 2024 CDBG Annual Action Plan as presented and to authorize the mayor to sign all associated assurances, certifications and contracts necessary for implementing the 2024 CDBG AAP.

III. OVERVIEW

Wenatchee is an entitlement community and receives an annual CDBG allocation. The 2024 award is \$308,346.

The 2024 AAP provides low-level detail for projects and activities used to implement and make progress towards the Consolidated Plan goals. The AAP contains details, funding and data associated with the needs of the community addressed through implementation.

The required 30-day comment period for the AAP began on June 27th and concludes on July 29th. The City Council must take final action on the 2024 Annual Action Plan at the August 8, 2028 regular meeting. City staff must submit the plan to HUD no later than August 16, 2024 in order to receive the funding for the 2024 AAP.

At the direction of the Council and the Public Services Committee at previous work sessions, City staff have allocated all available funds to public infrastructure such as sidewalks and accessible ramps. All available funds have been allocated to intersection improvements on 1st Street. Improvements include replacing all

existing non-compliant curb ramps with new ADA compliant curb ramps and would also install ramps where currently there are none.

In addition to the annual award, there are approximately \$561,817 in remaining program funds from the previous CDBG program years available to be reallocated. The funds have been allocated to the 1st Street project.

The total allocation for the 2024 fiscal year includes the following projects at the recommended funding levels:

- \$61,669 for Program Administration and Planning
- \$808,494 for the 1st Street project
- \$130,128 remaining in CDBG-CV funding

Community Development and Public Works staff are working in a coordinated effort to fund and complete pedestrian infrastructure/facilities improvement projects that benefit low to moderate income households in the City.

IV. FISCAL IMPACT

Adoption of the plan enables the City to continue receiving CDBG funds from the U.S. Department of Housing and Urban Development. The proposed plan includes budget amounts specifically targeted to cover direct and indirect costs for the City to administer the CBDG program.

V. REFERENCE(S)

City of Wenatchee 2024 Annual Action Plan

VI. ADMINISTRATIVE ROUTING

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

Council Hearing Version - 2024 Annual Action Plan – July 27, 2024

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Wenatchee has been designated as an entitlement community since 2006 under Title 1 of the Housing & Community Development Act of 1974. As a result, the City is eligible to receive Community Development Block Grant (CDBG) funds annually from the U.S. Department of Housing & Urban Development (HUD). The City's program year is October 1st through September 30th of the following calendar year.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The 2024 Annual Action Plan will support targeted objectives from the Consolidated Plan through the implementation of the activities listed below. The City Council has directed the use of CDBG funds to support low- and moderate-income neighborhoods through infrastructure improvements and removing accessibility barriers.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

During the 2023 program year (October 1, 2022 to September 30, 2023), the following activities were undertaken:

Objective 1 - Preserving & improving neighborhoods:

- Infrastructure improvements: The City removed barriers in low- and moderate-income neighborhoods through sidewalk improvements and preparing bid documents and survey work for upcoming projects on 1st Street.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Council Hearing Version - 2024 Annual Action Plan – July 27, 2024

In developing the 2020-2024 Consolidated Plan, City staff utilized the development of the Assessment of Fair Housing and Consolidated Plan in addition to other community-focused planning efforts.

Additionally, past plans including the South Wenatchee Action Plan, Wenatchee Comprehensive Plan, Wenatchee Housing Code update, Homeless Housing Strategy Plan and current planning efforts such as the Pedestrian Master Plan all take a look at the intersection of demographics and provide significant insight and data for consideration.

Each of these planning efforts include insight from a broad spectrum of community stakeholders including local homeless service providers, social service agencies, business representatives, government officials and private citizens.

For the 2024 AAP, there was a 30-day comment period published in the Wenatchee World on June 27, 2024 informing the community of a public hearing held at a regularly scheduled City Council meeting on August 8, 2024.

Community input contributes to the development of the Annual Action Plan by helping to identify the following:

- Common concerns and patterns across all sectors
- Concerns and needs unique to specific sub-populations
- Resources that can be accessed in implementing strategies
- Opportunities for increased communication and collaboration among organizations

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

A public notice was published in the Wenatchee World on June 27, 2024 notifying the community of the 30-day comment period and the opportunity to attend a public hearing at the regularly scheduled City Council meeting on August 8, 2024.

[ADD COMMENTS]

6. Summary of comments or views not accepted and the reasons for not accepting them

7. Summary

Council Hearing Version - 2024 Annual Action Plan – July 27, 2024

Although there are numerous needs within the City, the limited amount of CDBG funds and administration of those funds has led to the City choosing to pick projects that 1) address the priority needs and 2) are efficient to implement.

The City intends to use the balance of CDBG-CV funds (\$130,128.33) to prevent and/or respond to coronavirus in public facilities.

Council Hearing Version - 2024 Annual Action Plan – July 27, 2024

Council Hearing Version - 2024 Annual Action Plan – July 27, 2024

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	WENATCHEE	
CDBG Administrator	WENATCHEE	Community Development
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

City of Wenatchee

Community Development Department

Stephen Neuenschwander

PO Box 519

Wenatchee, WA 98807-0519

Council Hearing Version - 2024 Annual Action Plan – July 27, 2024

Phone: (509) 888-3285

Email: SNeuenschwander@wenatcheewa.gov

Council Hearing Version - 2024 Annual Action Plan – July 27, 2024

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The 2024 Annual Action Plan was developed with careful consideration of public comment that resulted from multiple planning efforts including that of the Regional Assessment of Fair Housing, 2020-2024 Consolidated Plan, 2019-2024 Homeless Housing Strategic Plan and the process of the Pedestrian Master Plan. The city published the notice of hearing in the local newspaper on June 27, 2024 and held the public hearing on August 8, 2024 provided an additional opportunity to provide feedback prior to adoption. [ADD COMMENTS]

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Wenatchee works continuously to enhance coordination between housing providers, health providers, mental health providers, and social service agencies in the region. Specific examples include:

- Columbia River Homeless Housing Task Force: The City coordinates and chairs the task force which is comprised of local elected officials and community leaders. The role of the committee is to guide the development and implementation of the Homeless Plan and to identify annual funding priorities for homeless services.
- Homeless Task Force Advisory Committee: The City participates in the Homeless Task Force Advisory Committee which is comprised of representatives from local organizations that provide homeless housing services, health services, mental health & substance abuse services, and other social services. The role of the Task Force Advisory Committee is to provide a forum for enhanced communication and coordination between these partner organizations.
- Chelan Douglas Tenant Landlord Liaison Program: The City funds and monitors this committee which is comprised of representatives from local housing programs. The committee is focused on addressing barriers homeless and low-income residents face when attempting to obtain and maintain affordable rental housing.
- The Housing Authority of Chelan County & the City of Wenatchee: The HA operates multi-family housing units and administers Housing Choice Vouchers.
- Mental Health Stakeholders: Catholic Family Services provides intensive community-based mental health services in Wenatchee and is a huge partner and supporter of community empowerment and enhancing quality of life.
- Wenatchee Downtown Association: Supporters and enthusiasts for local small businesses, historic downtown, local culture and volunteers, the Wenatchee Downtown Association believes in the value of each individual’s contribution. The mission to strengthen and enrich the downtown experience provides a unique vision into the community and valuable input into the planning ideas.

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Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The city staff and participates in the following task forces that directly address homelessness:

- Columbia River Homeless Housing Task Force: The City coordinates and chairs the task force which is comprised of local elected officials and community leaders. The role of the committee is to guide the development and implementation of the Homeless Plan and to identify annual funding priorities for homeless services.
- Homeless Task Force Advisory Committee: The City participates in the Homeless Task Force Advisory Committee which is comprised of representatives from local organizations that provide homeless housing services, health services, mental health & substance abuse services, and other social services. The role of the Task Force Advisory Committee is to provide a forum for enhanced communication and coordination between these partner organizations.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

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Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Columbia River Homeless Housing Task Force
	Agency/Group/Organization Type	Housing Regional organization Planning organization Business Leaders Civic Leaders Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Housing and Homeless Task Force Advisory Committee is made of the community's housing-focused stakeholders. The AC includes the social services providing services to those in need across both Chelan and Douglas counties. This group has a quarterly, in-person meeting where over 50 representatives are present and has an email list including over 200 recipients able to be notified of the plan, its projects and the opportunity to comment or attend the public hearing.
3	Agency/Group/Organization	CHELAN-DOUGLAS COMMUNITY ACTION COUNCIL
	Agency/Group/Organization Type	Housing

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<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs</p>
<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The Community Action Council agency is regularly involved with both the housing and economic development aspects of the City of Wenatchee. Consultation regarding both planning and possible funding options is regularly one-on-one with organizational leadership.</p>

Identify any Agency Types not consulted and provide rationale for not consulting

N/A

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Washington State Department of Commerce	The City of Wenatchee is part of the Balance of State Continuum of Care and participates as a member of the State's Continuum of Care/Balance of State Committee. Information and input from this committee was incorporated into the Annual Plan.
Wenatchee Urban Area Comprehensive Plan	City of Wenatchee	The goals of the Comprehensive Plan are broader in scope than the goals of the Consolidated Plan. However, it aligns with Comprehensive Plan goals for housing affordability; housing equity; coordination with service agencies & community advocates; & entrepreneurial support.

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Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Chelan-Douglas Homeless Housing Strategic Plan	City of Wenatchee	<p>The City of Wenatchee serves as the lead entity for overseeing the development and implementation of the Homeless Housing Strategic Plan. As CDBG has limited resources, the City looks to the implementation of this plan to support housing needs for vulnerable populations through the six (6) identified priorities:</p> <ol style="list-style-type: none"> 1. Increase capacity and strengthen practices to prevent housing crises and homelessness 2. Identify and engage all people experiencing homelessness as quickly as possible 3. Provide access to temporary accommodations to all unsheltered people experiencing homelessness who need it 4. Streamline and improve the coordinated entry process and its connections to housing and services 5. Assist people to move swiftly into permanent housing with appropriate and person-centered services 6. Prevent returns to homelessness through connections to adequate services and opportunities
Community Health Needs Assessment	Action Health Partners	<p>The Community Health Needs Assessment was completed in 2019 and collected regional data from multiple health indicators to identify community needs in the region. Included as a top-ten potential need were Affordable Housing, Employment and Transportation (these meet Goals #1 and #2 of the Consolidated Plan) and aligning with Goal #3 of supporting public services are the needs for nutrition, education and support for individuals related to substance use or teen pregnancy. Priorities that can positively affect the health of the community align seamlessly with CDBG projects.</p>
Regional Assessment of Fair Housing	City of Wenatchee	<p>The City of Wenatchee completed a Regional AFH in partnership with the City of East Wenatchee and the local Housing Authority to identify goals and strategies around reducing fair housing issues and increasing access to opportunity.</p>

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

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AP-12 Participation – 91.105, 91.200(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

The 2024 Annual Action Plan was developed with careful consideration of public comment that resulted from multiple planning efforts including that of the Regional Assessment of Fair Housing, 2020-2024 Consolidated Plan, 2019-2024 Homeless Housing Strategic Plan and the process of the Pedestrian Master Plan. In addition, a public hearing held on August 8, 2024 provided an additional opportunity to provide feedback.

While developing the 2024 Annual Action Plan, careful consideration of past community feedback and professional recommendation was taken. The information referenced was provided by a broad spectrum of community stakeholders including local homeless service providers, social service agencies, business representative, government officials and private citizens.

Community input contributes to the development of the Annual Action Plan by helping to identify the following:

- Common concerns and patterns across all sectors
- Concerns and needs unique to specific sub-populations
- Resources that can be accessed in implementing strategies
- Opportunities for increased communication and collaboration among organizations

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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community				
2	Internet Outreach	Non-targeted/broad community				https://www.wenatcheewa.gov/government/community-development/community-neighborhood-programs/community-development-block-grant

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

In addition to CDBG funding, the City of Wenatchee receives state and local funding to support homeless Continuum of Care

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activities. Anticipated funding for 2023 is outlined in the table below.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	308,346	0	561,817	870,163	0	The annual allocation is a formula grant amount determined by the U.S. Department of Housing & Urban Development.

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG-CV	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services			130,128.33	130,128.33	0	This is the remaining balance of CDBG-CV funds

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The city has prioritized infrastructure improvements throughout the city, particularly in our low to moderate income neighborhoods. The city has identified that intersections between North Buchanan Ave and North Garfield Ave on 1st Street as deficient and in need of repair. Improvements include replacing all existing non-compliant curb ramps with new ADA compliant curb ramps and would also install ramps where currently there are none.

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If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The sidewalk curb ramp project would be located within right-of-way dedicated or deeded to the City. The public facility improvements will be within city-owned property that benefit low- and moderate-income population.

Discussion

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Expand Development of Housing & Public Amenities	2020	2024	Affordable Housing Non-Housing Community Development	City of Wenatchee	Housing Options Multimodal Transportation Business Stability	CDBG: \$ 870,163	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit:

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Expand Development of Housing & Public Amenities
	Goal Description	

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Projects

AP-35 Projects – 91.220(d)

Introduction

The 2024 Annual Action Plan includes the projects listed below that align with the strategic goals of the City's Consolidated Plan.

The project funding amounts listed are estimates. If the City's actual allocation amount plus amount available from the previous year plus program income is different than the estimated amount, the City will increase/decrease the project budgets as follows: 1.) Adjust Public Services projects to constitute 15% of the total allocation; 2.) Adjust the Administration project to constitute 20% of the total allocation; and 3.) Adjust the pedestrian infrastructure and facilities to increase by the remaining available amount after #1 and #2 are applied.

Projects

#	Project Name
1	Administration
2	1st Street Accessibility Improvements
3	Public facility improvements to prevent or respond to coronavirus

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The improvements to address accessibility on sidewalks are focused in low-income neighborhoods. The improvements to prevent and/or respond to coronavirus target city public facilities that serve low- and moderate-income populations.

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AP-38 Project Summary
Project Summary Information

1	Project Name	Administration
	Target Area	City of Wenatchee
	Goals Supported	Expand Development of Housing & Public Amenities
	Needs Addressed	Public Services
	Funding	61,669
	Description	Program Administration
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Program administration
2	Project Name	1st Street Accessibility Improvements
	Target Area	City of Wenatchee
	Goals Supported	Expand Development of Housing & Public Amenities
	Needs Addressed	Multimodal Transportation
	Funding	CDBG: \$808,494
	Description	Provide accessible curb ramps on the 1 st Street Corridor.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	1000
	Location Description	The project will be located at the intersections of Buchanan, Cleveland, Garfield, and Delaware Ave on 1 st Street.
	Planned Activities	Improvements include replacing all existing non-compliant curb ramps with new ADA compliant curb ramps and would also install ramps where currently there are none.
3	Project Name	1st Street Accessibility Improvements
	Target Area	City of Wenatchee
	Goals Supported	Support public services

Needs Addressed	Public Services
Funding	CDBG-CV: \$130,128.33
Description	Improve public facilities to respond and prevent coronavirus
Target Date	9/30/2025
Estimate the number and type of families that will benefit from the proposed activities	1000
Location Description	The project will be within city facilities that primarily benefit low- and moderate-income persons.
Planned Activities	The funds would be used to focus on the following three needs: 1) Improvements to public facilities to improve access for people with disabilities; 2) improvement of outdoor recreational facilities to encourage physical distancing and/or removal of architectural barriers and 3) creation of outdoor space that allows safe, socially distanced activity in areas where pedestrian volume is high and pedestrian space limited.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The geographic area of projects is a city-wide approach with an emphasis on low- and moderate-income households for public services.

Geographic Distribution

Target Area	Percentage of Funds
City of Wenatchee	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City did not propose geographic priorities in the 2020-2024 Consolidated Plan period. Responding to the needs of housing, employment and social services requires a breadth of focus areas that serve different geographic areas of Wenatchee. The City’s land use and zoning code support the development of residential and commercial areas in an appropriate way to honor the integrity, identity and functionality of each area. This regulatory framework ensures strategic implementation is paired with adequate capacity of infrastructure.

Supporting public services is a city-wide priority and by looking at the entire geographic layout allows the equitable promotion of services to all community members in need of access. This broader viewpoint also supports the more regional-level approach taken in the Assessment of Fair Housing.

As demonstrated in the Consolidated Plan (Figure 33), neighborhoods of Wenatchee have higher rates of households with a low- to moderate-income level indicating higher rates of poverty in these areas. Block groups with higher levels of low- to moderate-income households have adjusted since the 2013-2019 Consolidated Plan was written and it is likely that with the ever-increasing costs related to residential development that affordability among neighborhoods will change over the course of the 2020-2024 Consolidated Plan timeline. This is a significant indicator of the need to address housing, employment and public services from a city-wide approach.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

There is a severe housing cost burden on low-income residents, and the low rental vacancy rate provides a disincentive to rental property owners to accommodate low-income tenants. Additionally, many renters are over-housed, as there is a shortage of single unit rental properties.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of Chelan County & the City of Wenatchee provides a range of housing and housing services including:

- Low-income housing for families, seniors, and individuals with disabilities
- Section 8 tenant-based housing vouchers
- Section 8 Family Self-Sufficiency program
- Agricultural & migrant housing

The Housing Authority owns and manages three multi-family properties in Wenatchee. These developments were built 20 - 30 years ago, and therefore, are beginning to require repairs and rehabilitation. The total rehabilitation cost is estimated to be \$1.4 million dollars. The Housing Authority does not have any public housing it owns or manages.

Actions planned during the next year to address the needs to public housing

The City of Wenatchee has a long-standing and positive working relationship with the Housing Authority. They have plans to create access to additional units throughout the region. Additionally, future CDBG funds allocated to infrastructure improvements (i.e. sidewalks, lighting) may be targeted to areas surrounding the Housing Authority's low-income housing properties.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority offers their clients a self-sufficiency educational program which includes information on money management, home care, and life skills. They also offer an escrow incentive program to foster home ownership.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

As of July 2020, the City of Wenatchee has adjusted management of the Chelan Douglas Consolidated Homeless Grant to a shared management role between Wenatchee and Chelan County of funds that benefit the Wenatchee MSA. Now, the City of Wenatchee manages the following funds that are expected to bring in approximately \$2,065,000 annually to the region:

- 2163 Local Document Recording Fees (approximately \$180,000/year) for general activities focused on reducing homelessness in the City of Wenatchee.
- 1406 Affordable Housing Tax (approximately \$85,000/year) to support capital projects and supportive service for individuals experiencing homelessness in the City of Wenatchee
- 1590 Affordable Housing Tax (approximately \$1,800,000/year) to support capital projects and supportive services for individuals experiencing homelessness in the cities of Wenatchee and East Wenatchee

The City of Wenatchee completed a Regional Assessment of Fair Housing and while CDBG funds from entitlement are not regularly used to directly support efforts to reduce homelessness, the CDBG-CV funding that became available has provided adequate resources to move forward some of the goals and strategies identified in the AFH.

A recurring theme in both the City's Consolidated Plan and the Chelan-Douglas Homeless Plan is the need to adopt a two-pronged approach to addressing homeless needs. This dual approach targets specific support services for homeless populations (i.e. youth, families, Veterans, the chronically homeless) while also pursuing community-wide measures to bring about systemic change that will enable low-income residents to move out of poverty. Specific goals and activities that support this dual approach are described below.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The following goals and activities, using other resources (non-CDBG funds), will be pursued in 2024 to reduce homelessness in the region:

- Promote & fund a balanced mix of services that will meet the diverse of needs of homeless individuals including children/teens; individuals with mental health and/or substance abuse issues; individuals with disabilities; Veterans; the chronically homeless; & those at-risk for

homelessness.

- Prioritize a rapid rehousing approach that centers on providing homeless people with permanent housing quickly and then providing progressive support services as needed.
- Prioritize a targeted prevention approach that focuses on helping individuals at-risk of homelessness maintain their housing, thereby preventing homelessness.
- Manage a coordinated entry system in which homeless individuals who are seeking social services are able to quickly and easily locate and connect with services that best meet their needs.
- Develop simple & effective data systems in order to better quantify services, evaluate effectiveness, and identify gaps/opportunities for improvement.
- Allocate resources based on identified community needs and the achievement of targeted performance outcomes.
- Promote communication and collaboration among local social service providers.
- Promote public awareness/education and seek out broad-based community input.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Wenatchee adopted a portion of the sales tax to support capital projects to house and provide housing-related services to those in need.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Wenatchee administers homeless and affordable housing programs that serve both Wenatchee and East Wenatchee. These programs are funded through contributions by the Cities. Funding is received from four main sources in addition to non-reoccurring grant resources:

1. The Wenatchee/East Wenatchee Affordable Housing Sales Tax Fund is generated through local sales tax collections authorized by RCW 82.14.540 (HB 1070). Annual revenue fluctuates depending on the economic cycle but averages approximately \$1.8 million/year.
2. The City of Wenatchee Local Homeless Fund (HB 2163) is generated through local document recording fees. Annual revenue fluctuates depending on the number of documents recorded in Chelan County but average approximately \$160,000/year.

3. The City of Wenatchee Affordable Housing Sales Tax Credit is generated through a local sales tax credit against the state's sales tax collections authorized by RCW 82.14.540 (HB 1406). Annual revenue fluctuates depending on the economic cycle but averages approximately \$85,000/year.

The City typically passes these funds through to partner agencies that operate homeless service programs such as temporary low barrier emergency shelters, homeless outreach, landlord liaison services, and permanent supportive housing programs. Occasionally, these funds help construct or purchase capital facilities and equipment and thus this description is included in the Capital Facilities Plan. The City of Wenatchee is pursuing the implementation of the Chelan – Douglas Homeless Housing Strategic Plan 2019-2024. A multi-phased strategy has been developed by the City of Wenatchee and East Wenatchee to look at having a significant positive impact on providing shelter and wrap around services for the unsheltered homeless population. This initial first phase includes the development of capacity for new low barrier shelter(s) and an integrated approach at outreach with local law enforcement focused on the unsheltered homeless population.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The city coordinates with a variety of local partners that provide direct assistance to low-income individuals and families. The city provides support through a variety of funding sources such as the affordable housing sales tax fund, local homeless fund, and the affordable housing sales tax credit.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Wenatchee is confined by the confluence of two rivers and the encirclement of the Cascade Foothills. While contributing to the visual and recreational appeal of the community, it significantly limits development opportunity. Limited developable land has raised the cost of land and deterred some would-be investors in residential and commercial property.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City plans to mitigate the negative effects of public policies that may serve as barriers to affordable housing by undertaking the following actions:

1. Facilitating multi-family housing and infill residential development including in commercial areas.
2. Implementing recent Housing Code updates
3. Utilizing public infrastructure incentives to promote additional residential development.
4. Promoting awareness of population demographics and housing needs with the development/real estate community.
5. Increasing economic opportunities to improve employment and wages.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

The 2024 Annual Action Plan includes a variety of other actions that will address HUD requirements & support the objectives outlined in the City's Consolidated Plan. These specific actions are described below.

Actions planned to address obstacles to meeting underserved needs

The City will continue to conduct public outreach to ensure that the broader community is aware of the needs and opportunities identified in the Consolidated Plan and Annual Action Plan. In addition, the City will actively work to engage potential employer and landlord partners in overcoming obstacles to employment and housing. In 2016, that City of Wenatchee completed a Limited English Proficiency (LEP) Plan and will continue these efforts. The City will also continue to provide Section 3 information to local businesses and individuals.

Actions planned to foster and maintain affordable housing

The City will take the following actions to foster and maintain affordable housing:

- The City will communicate regularly with local property owners/managers to identify potential barriers to maintaining affordable housing. This information will be used to update the Consolidated Plan and follow-on Annual Action Plans.
- The City will continue to fund the Landlord/Tenant Outreach Committee. This committee is made up of representatives from local housing providers. Its focus is to address barriers their clients face when attempting to obtain affordable rentals. Activities include: 1) Recruiting landlords who are open to renting to vulnerable populations; 2) Providing landlord liaison assistance when problems arise between landlords/tenants; 3) Providing education and training for both landlords and tenants on their respective rights and responsibilities.
- The City manages homeless dollar allocations and will continue to provide support for agencies that are strong advocates of fair housing and access to affordable housing.
- In addition to providing funding, City staff sits on the Board and several committees of the Our Valley Our Future organization (OVOF). OVOF is an independent, nonpartisan, community-based organization that engages and collaborates with the people and organizations of Our Valley in working to achieve our region's shared, long-range vision including affordable and accessible housing.

Actions planned to reduce lead-based paint hazards

The City's Code Enforcement staff will address lead-based paint issues that arise. In addition, the City

will include lead-based paint hazard information in community education and outreach materials.

Actions planned to reduce the number of poverty-level families

The Plan's focus on reducing housing cost burden and increasing literacy and employability for low-income residents will help to decrease the number of poverty-level families in the region.

Actions planned to develop institutional structure

Working with community partners, the City will improve institutional structure by defining which services are best delivered by government and which are best delivered by the private, non-profit, and faith-based sectors.

Actions planned to enhance coordination between public and private housing and social service agencies

Actions taken by the City in developing the Consolidated Plan, such as conducting community outreach and facilitating community-based committees, have continued on an ongoing basis. Input from these activities aided in the development of the 2024 Annual Action Plan and will be used for future planning efforts. These actions also promote greater coordination and communication between public/private housing agencies and other social service agencies.

In 2015, the City coordinated a major effort to improve coordination among social service agencies through the development of a Coordinated Entry system which was launched in October 2015. Coordinated Entry significantly improves coordination between service agencies by establishing a common intake & assessment process that enables homeless providers to determine services that best meets the needs of the client. In addition, the system established a standardized referral process between service agencies in the area.

In 2021, the City transferred management of the Coordinated Entry system to Chelan County.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%