



WENATCHEE CITY COUNCIL

Thursday, October 10, 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. Presentation

- Proclamation: Girl Scouts "International Day of the Girl"

3. Citizen Requests/Comments

The "Citizen Comments" period is to provide the opportunity for members of the public to address the Council on any matter, including items on the agenda. Comments on the public hearing item 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 podium, speak clearly into the microphone, give your name and mailing address, and state the matter of your interest. Citizen comments will be limited to three minutes.

4. Consent Items

- *Motion to approve agenda, vouchers, and minutes from previous meetings.*
Vouchers:
Vouchers in the amount of \$648,465.83 for September 26, 2024
Vouchers in the amount of \$1,285,611.87 for September 30, 2024
Payroll distribution in the amount of \$593,118.43 for October 5, 2024
- *Motion for City Council to accept the work performed by the contractor, Selland Construction, on City Project No. 2410 - Fifth & Emerson Emergency Stormwater Mainline Replacement, and to authorize the City Administrator to sign the Final Contract Voucher.*
- *Motion for City Council to approve Amendment No. 1 to the Wenatchee Valley Decant Facility Use Agreement with Public Utility District No. 1 of Chelan County, and authorize the City Administrator's signature.*
- *Motion for City Council to accept the work completed by the contractor, Pipkin Inc., for the site and utility work at 1450 South Wenatchee Avenue, and authorize the City Administrator to sign the Final Contract Voucher on behalf of the City of Wenatchee.*

5. Action Items

- A. Termination of Home Water Use Permit
Presented by Parks, Recreation & Cultural Services Director David Erickson
Action Requested: *Motion for City Council to authorize the City Administrator to sign the termination of permit with the Chelan PUD for the Home Water Property.*

- B. Balsamroot Fire Restoration Agreement
Presented by Parks, Recreation & Cultural Services Director David Erickson
Action Requested: *Motion for City Council to approve the project agreement for the Balsamroot Fire Restoration with the Chelan Douglas Land Trust and authorize the City Administrator's signature.*

- C. Continued ESRI GIS Mapping Software Support
Presented by IT Director Elizabeth Rossiter
Action Requested: *Motion for City Council to authorize the City Administrator to enter into a three-year ESRI agreement, with a 2024 budget impact of \$44,499.20 including tax, and approve annual payments over the term.*

- D. Backup Infrastructure Replacement and Licensing Agreement with Ivoxy Consulting
Presented by IT Director Elizabeth Rossiter
Action Requested: *Motion for City Council to approve the Ivoxy Professional Installation Services Agreement for the purchase of new backup infrastructure and first year of software licensing in the amount of \$102,039.83, and authorize the City Administrator's signature.*

- E. City Project No. 2302 - Worthen Street Trail Improvements Project
Authorization to Award Construction Project
Presented by Senior Project Engineer Donald Nelson
Action Requested: *Motion for City Council to award the construction contract for the Worthen Street Trail Improvements Project, City Project 2302, to the lowest responsive bidder and authorize the City Administrator to sign the contract documents.*

- F. Cascade Public Infrastructure Fund Grant Interlocal Agreement between Chelan County and City of Wenatchee for the Wenatchee Avenue Utilities Project
Presented by City Administrator Laura Gloria
Action Requested: *Motion for City Council to approve the Cascade Public Infrastructure Fund Grant Interlocal Agreement between Chelan County and City of Wenatchee for the Wenatchee Avenue Utilities Project, and authorize the City Administrator's signature.*

6. Public Hearing Items

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

G. Six-Year (2025-2030) Transportation Improvement Program

Presented by Assistant City Engineer Emma Honeycutt

Action Requested: *Motion for City Council to adopt Ordinance No. 2024-23, adopting the 2025-2030 comprehensive six-year transportation improvement program, and directing the same to be filed with the Washington State Secretary of Transportation.*

7. Presentation

- 2025 Preliminary Budget

8. Reports

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

9. Announcements

10. 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).

PROCLAMATION

2024 International Day of the Girl

WHEREAS, the International Day of the Girl, observed annually on October 11, serves as a global recognition of the rights and potential of girls around the world;

WHEREAS, the theme for 2024 is “Girls’ Vision for the Future” and emphasizes empowering girls through leadership, education, and community engagement;

WHEREAS, Girl Scouts has a longstanding commitment to fostering courage, confidence, and character in girls, equipping them with the skills they need to lead in their communities and beyond;

WHEREAS, girls around the world continue to face barriers to education, health care, and social equality, and it is our duty to advocate for their rights and opportunities;

WHEREAS, investing in girls not only transforms their lives but also positively impacts families, communities, and societies as a whole;

NOW, THEREFORE, I, Mike Poirier, Mayor of the City of Wenatchee, do hereby proclaim October 11, 2024, as International Day of the Girl in Wenatchee, and I call upon all citizens to support the empowerment of girls, recognize their contributions, and advocate for policies that promote their well-being and success. Let us celebrate the potential of girls everywhere and commit ourselves to creating a world where every girl can thrive.



IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on this 10th day of October, 2024.

/s/ Mike Poirier

Mike Poirier, Mayor



DRAFT

WENATCHEE CITY COUNCIL
Thursday, September 26, 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."

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call. Mayor Mike Poirier called the regular meeting to order at 5:15 p.m. Councilmember Keith Huffaker led the Pledge of Allegiance. Councilmember Chelsea Ewer joined the meeting via phone.

2. Citizen Requests/Comments

- (1) Christopher Blank, no address, addressed the Council with his concerns about harassment.
- (2) Unknown speaker (would not provide his name), no address, requested a safe spot for homeless people with tents like the RV Safe Park, with a dumpster.
- (3) Elizabeth Guzman, Malaga, addressed the Council with her concerns about safety near Locomotive Park and under the bridge.
- (4) Rafael Aguilar, 10 1st Street, Wenatchee, addressed the Council about his concerns of safety issues around the south end bridge.
- (5) Jose Rubio Lopez, no address, addressed the Council with his concerns about people being charged with crimes they didn't commit.
- (6) Mary Lewis, Malaga, no address, addressed the Council with her concerns about safety at the RV Safe Park and would like a tent city.
- (7) Ilka Honour, 3310 School Street, Wenatchee, addressed the Council with her concerns about the Locomotive Park area and drug use.
- (8) Glen Wilson, Malaga, no address, addressed the Council with his concerns about the RV Safe Park and would like a tent city.

[Unknown individual speaking loudly from the audience with profane language. The Mayor asked her to come forward but she refused. She then left the meeting.]

The Mayor asked for a brief pause of the meeting. He resumed the meeting and asked if anyone else wished to address the Council. There was no one else who wished to speak.

3. Consent Items

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

Vouchers:

Claim checks #301920 - #301964 in the amount of \$867,806.67 for September 5, 2024

Payroll distribution in the amount of \$1,677.99 for September 9, 2024

Claim checks #301965 through #302090 in the amount of \$1,820,000.42 for September 12, 2024

Claim checks #302091 through #302182 in the amount of \$2,539,669.68 for September 19, 2024

Payroll distribution in the amount of \$469,580.00 for September 20, 2024

Payroll distribution (retirees) in the amount of \$3,581.24 for September 30, 2024

- *Motion for City Council to accept the work performed by the contractor, The Pool Company, on the City Pool Liner and Plumbing Project, and to authorize the Mayor to sign the Final Contract Voucher.*

Motion by Councilmember Keith Huffaker to approve agenda, vouchers, and minutes from previous meetings, and for City Council to accept the work performed by the contractor, The Pool Company, on the City Pool Liner and Plumbing Project, and to authorize the Mayor to sign the Final Contract Voucher. Councilmember Charlie Atkinson seconded the motion. Motion carried (7-0).

4. Presentations

- Wenatchee Foothills Day Proclamation read by Councilmember Top Rojanasthien and presented to Angela Morris with the Chelan-Douglas Land Trust who invited everyone to the Wenatchee Foothills Fest on October 5.

5. Action Items

A. Municipal Code Chapter 6A.18 Amendment

Parks, Recreation & Cultural Services Director David Erickson presented the staff report. Councilmember Linda Herald told the Council that she recently went with David and the parks crews to the Locomotive Park area and it was disgusting.

Motion by Councilmember Linda Herald to approve Ordinance No. 2024-21, amending Section 6A.18.020 of the Wenatchee City Code regarding the definition of City Property. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).

B. Confluence Parkway Project 2201.1
Partial Assignment of Franchise Rights and Obligation Agreements

City Engineer Jake Lewing presented the staff report.

Motion by Councilmember Top Rojanasthien for City Council to authorize the City Administrator to execute Partial Assignment of Franchise Rights and Obligation Agreements for Chelan County PUD, Cascade Natural Gas, and Spectrum (Charter) franchise utilities with Kraemer Scarsella Brothers Joint Venture for the completion of Confluence Parkway Phase 1. Councilmember Charlie Atkinson seconded the motion. Motion carried (7-0).

C. Confluence Parkway Project 2201.3
Change Order #1 to Task Order CP North for Design Build Services with Kraemer Scarsella Brothers Joint Venture

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

Motion by Councilmember Keith Huffaker for City Council to authorize the City Administrator to execute Change Order #1 to Task Order CP North with Kraemer Scarsella Brothers Joint Venture for the Confluence Parkway North project (Project No. 2201.3). Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

D. City Project 2407 – 9th Street Corridor Improvements
Consultant Agreement – Authorization to Execute

Project Engineer Hari Sharma presented the staff report. Council asked questions.

Motion by Councilmember Travis Hornby for City Council to authorize the City Administrator to sign the Transportation Improvement Board (TIB) Consultant Agreement with Perteet, Inc. to provide design services for City Project 2407, 9th Street Corridor Improvements. Councilmember Top Rojanasthien seconded the motion. Motion carried (7-0).

E. City Project 2213 – Millerdale Avenue Irrigation Canal Bridge
Consultant Agreement Supplement #1 – Authorization to Execute

Project Engineer Zachary Horton presented the staff report. Council asked questions.

Motion by Councilmember Charlie Atkinson for City Council to amend the budget for City Project #2213 – Millerdale Ave Irrigation Canal Bridge, and authorize the City Administrator to execute Supplement #1 with KPG Psomas to provide additional design services for a sidewalk gap located at the intersection of Millerdale Avenue and Lambert

Street, and right of way acquisition services for the entire project. Councilmember Keith Huffaker seconded the motion. Motion carried (7-0).

- F. RH2 Engineering General Services Agreement
Amendment No. 5 to Add Scope and Extend Contract Time

WWTP Supervisor Mike Hodgson presented the staff report.

Motion by Councilmember Travis Hornby for City Council to amend the General Services Agreement contract for continuing to provide on-call design and programming support services with additional scope and authorize the City Administrator to sign the contract documents. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

- G. Ordinance No. 2024-22 – Amendments to the 2024 Budget

Finance Director Brad Posenjak presented the staff report.

Motion by Councilmember Keith Huffaker for City Council to approve Ordinance No. 2024-22, amending the 2024 Budget as adopted by Ordinance No. 2023-22, as amended by Ordinance No. 2024-10, to revoke, recall or decrease all or a portion of total appropriations provided, and entering findings that this Ordinance is in the best interest of the City. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

At 6:12 p.m. the Mayor called for a 5 minute recess. The meeting resumed at 6:18 p.m.

6. Public Hearing Item

- H. Amendments to Wenatchee City Code Title 10 Zoning, Chapter 10.50 Signs and Chapter 10.72.050 Nonconforming Signs
Presented by Assistant Community Development Director Stephen Neuenschwander and Community Development Director Glen DeVries

The Mayor called the public hearing to order and stated the ground rules.

Ordinance 2024-20 was tabled at the September 12, 2024, public hearing. Public Hearing continued from the September 12, 2024, meeting to September 26, 2024.

Action Requested: Motion to take from the table Ordinance No. 2024-20.

Motion by Councilmember Travis Hornby to take from the table Ordinance No. 2024-20. Councilmember Top Rojanasthien seconded the motion. Motion carried (7-0).

Assistant Community Development Director Stephen Neuenschwander provided a summary.

The Mayor asked for public comment. The following individuals addressed the Council:

- (1) Dan Dhruva, Outfront Media, spoke in favor of the code update.
- (2) Russ Speidel, 1031 Grenz Street, Wenatchee, spoke against the code update.
- (3) Neal Schreibeis, with Lamar, requested the Council postpone the consideration of the updated code as his company would like to pursue something similar.

With no further comments, the Mayor closed the public hearing.

Each Councilmember commented on the matter.

Motion by Councilmember Travis Hornby for City Council to adopt Ordinance No. 2024-20, amending Wenatchee City Code Chapter 10.50 and Chapter 10.72 relating to digital billboards. Councilmember Top Rojanasthien seconded the motion. Motion failed (0-7).

7. Presentation

- Pavement Preservation Program Update.

Project Engineer Charlotte Mitchell provided a “State of the Streets” presentation which included projections to keep the roads at a PCI rating of “good” condition. At the current funding level it will be difficult to maintain the good rating. The major concern is a lack of funds. Finance Director Brad Posenjak provided a presentation which included different funding scenarios. Council supported the funding scenario of a .02% sales tax which would provide an estimated \$3 to \$4 million needed to continue moving forward with keeping the streets in good condition now and into the future. The sales tax would need to go to a public vote and a resolution would be brought back for Council in April. In the meantime, the Council expressed the need to have significant education and outreach for the public.

8. Reports

a. Mayor’s Report. The Mayor reported on the following:

- (1) He recognized Councilmember Linda Herald for her hard work on the AWC Legislative Priorities committee and their recent recommendations.
- (2) It is that time of year to nominate someone for the Wenatchee Valley Uplift Awards. The Uplift Awards recognize individuals, groups or organizations in the Wenatchee Valley that are making significant contributions to the work of protecting civil rights, promoting social justice, or advancing diversity, equity and inclusion.
- (3) City Administrator Laura Gloria added that next week, October 3-5, is the Washington State Trails Conference.

- (4) She also announced that the City of Wenatchee is now on Instagram at [cityofwenatcheegov](https://www.instagram.com/cityofwenatcheegov).
- (5) The Opioid Abatement Council has sent out a call for projects to local agencies and programs fighting substance use disorder, with a focus on opioid and fentanyl use and addiction.

b. Reports/New Business of Council Committees

Councilmember Charlie Atkinson reported that he is attending the Wenatchee Police Department's Citizens Academy along with City Administrator Laura Gloria and City Staff Engineer Austin Slabaugh, and he highly recommends it.

Councilmember Linda Herald announced that the AWC Legislative Priorities Agenda has been finalized and at the top of the list is fiscal sustainability, behavioral health, housing, public safety, and infrastructure investment. She also reported that she attended a meeting with Community Development Director Glen DeVries and Ann Batdorf with Columbia Valley Community Health to discuss CVCH's new behavioral health clinic and other local programs available to those in need.

Councilmember Jose Cuevas reported that last Friday night he attended a soccer game between local law enforcement and the women's All Stars team. He stated that the Police Chief was an amazing athlete and goalkeeper. The women's team won.

9. Announcements. None.

10. Close of Meeting

Councilmember Charlie Atkinson made a motion to close the meeting. Councilmember Keith Huffaker seconded the motion. Motion carried (7-0).

The meeting ended at 7:30 p.m.

Mike Poirier, Mayor

Tammy L. McCord, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Adam Nealy,
Storm/Sewer Collections Supervisor

MEETING DATE: 10,10,2024

I. SUBJECT

Fifth & Emerson Emergency Stormwater Mainline Replacement, Project # 2410.

II. ACTION REQUESTED

Motion for City Council to accept the work performed by the contractor, Selland Construction, on City Project No. 2410 - Fifth & Emerson Emergency Stormwater Mainline Replacement, and to authorize the City Administrator to sign the Final Contract Voucher.

III. OVERVIEW

Stormwater main SWGM-633 was found to have multiple corroded holes along the invert. Selland Construction replaced 321 feet of 42-inch CMP pipe with 48-inch CPE pipe and replaced two connecting manholes. Selland's initial cost proposal was \$432,580. After final construction costs increased due to utility conflicts with gas and water, a new luminaire base was needed and extra roadway asphalt was necessary. Also, increased time was needed for bypass pumping and traffic control. This project was completed in four weeks 7-15-24 to 8-9-24. Final cost for this project is \$563,982.41.

IV. FISCAL IMPACT

The city received emergency funding from the Public Works Board, \$447,640.60 loan at 1.38%, 20 years and a Grant of \$78,995.40. The remainder \$37,346.41 from Stormwater fund 410.

V. REFERENCE(S)

Final Contract Voucher

VII. ADMINISTRATIVE ROUTING

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



**City of Wenatchee
Department of Public Works**

**Final Contract
Voucher Certificate**

Contractor Selland Construction Inc.			
Street Address PO Box 119			
City Wenatchee	State WA	Zip 98807	Date 10/1/2024
City Project Number CPN 2410	Federal-Aid Project Number NA	Highway Number NA	
Job Title Fifth & Emerson Emergency Stormwater			
Date Work Physically Completed 8/9/2024		Final Amount \$563,982.41 (including retainage)	

Contractor's Certification

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



Mike Lee
Contractor Authorized Signature Required
Mike Kummer
Type Signature Name

Subscribed and sworn to before me this 3rd day of October 2024

X [Signature] Notary Public in and for the State of Washington,
residing at Wenatchee

City of Wenatchee

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

X _____
Laura Gloria, City Administrator Date of Acceptance



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

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

MEETING DATE: October 10, 2024

I. SUBJECT

Contract Amendment to the Regional Decant Facility Use Agreement with Public Utility District No. 1 of Chelan County

II. ACTION REQUESTED

Motion requested for the City Council to approve Amendment No. 1 to the Wenatchee Valley Regional Decant Facility Use Agreement with Public Utility District No. 1 of Chelan County and authorize the City Administrator's signature.

III. OVERVIEW

An agreement for Public Utility District No. 1 of Chelan County (Chelan PUD) to use the decant facility was signed on October 26, 2023. The agreement was only for one year. The PUD is interested in continuing to use the facility. The proposed amendment would extend the contract until the end of 2029 and increase the amount the PUD would pay to use the facility.

IV. FISCAL IMPACT

The amendment will increase the amount the PUD would pay the City of Wenatchee for use of the decant facility to \$200,000.

V. PROPOSED PROJECT SCHEDULE

The amendment would be effective upon signing and extend the agreement until December 31, 2029.

VI. REFERENCE(S)

1. Amendment No. 1
2. Wenatchee Valley Regional Decant Facility Use Agreement – Public Utility District No. 1 of Chelan County

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Laura Gloria, Executive Services Director
Brad Posenjak, Finance Director
Tom Wachholder, Public Works Director

**AMENDMENT NO. 1
TO SERVICE AGREEMENT NO. 23-13187**

CITY OF WENATCHEE

1. **PARTIES:**
The undersigned Parties entered into the Service Agreement dated October 26, 2023, including any prior amendments thereto.

2. **BACKGROUND:**
The District desires to continue the Services provided by the City of Wenatchee under this Agreement. This Amendment is to extend the completion date and add funds.

3. **MODIFICATIONS:**

A. TERM:
The completion date of this Agreement is hereby extended to December 31, 2029.

B. PAYMENT:
The not to exceed amount of \$75,000.00 is hereby increased by \$125,000.00, for a revised not to exceed amount of **\$200,000.**

4. **EFFECTIVE DATE:**
The Effective Date of this Amendment is the last date of signature of this Amendment.

5. **TERMS:**
All other terms and conditions of the Agreement shall remain in full force and effect.

6. **AUTHORIZED SIGNATURES**
Each individual executing this Amendment warrants that they are fully authorized to bind their principal to the terms and conditions of this Amendment.

The Parties acknowledge and agree that this document may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include those signed via electronic medium or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

CITY OF WENATCHEE

PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY

By: _____
Name: Jessica Shaw
Title: Deputy Public Works Director
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

City of Wenatchee
Wenatchee Valley Regional Decant Facility
Facility Use Agreement

THIS FACILITY USE AGREEMENT (this "Agreement") is entered into this 26 day of October 2023, between the City of Wenatchee (the "City") and Public Utility District No. 1 of Chelan County (the "PUD"), both municipal corporations of the State of Washington, individually or collectively referred to herein as "Party" or the "Parties", respectively, in consideration of the mutual promises and covenants hereinafter set forth.

1.0 Purpose

1.1 The purpose of this Agreement is to allow the disposal of street waste and hydro-excavated materials at the Wenatchee Valley Regional Decant Facility (the "Facility") located at 1745 South Wenatchee, Wenatchee, Washington.

2.0 Term

2.1 The term of this Agreement shall commence on **November 1, 2023** and terminate after one (1) year unless otherwise terminated upon mutual agreement of both Parties, or as provided for in Section 16.

3.0 Premises

3.1 The City grants to the PUD the right to use the Facility in accordance with this Agreement.

4.0 Schedule

4.1 Use of the site is limited to the operating hours established by the City of Wenatchee. The typical hours of operation will be Monday through Friday from 7:00 AM to 3:30 PM. The Facility hours of operation may vary seasonally. The City will notify the PUD in advance of any changes to these hours of operation.

4.2 The Facility will be closed on all holidays observed by the City of Wenatchee.

4.3 Use of the Facility outside the established hours of operation must be pre-approved by the City.

5.0 Fees and Charges

5.1 The PUD will be billed an annual fee of \$2,400.00, which will be billed on the first quarter invoice and a tipping fee of \$190.00 per load. The annual fee will be pro-rated for the first year based on the effective date of this Agreement.

5.2 The tipping fee may be increased based on changes to the City's waste disposal contract with Waste Management. The City shall notify the PUD in writing of any proposed

changes to the tipping fee ninety (90) calendar days prior to the implementation of the new tipping fee.

- 5.3 If damages are incurred to the Facility attributable to the PUD, the cost of repairing the damage plus a 15% administration fee will be billed to PUD and shall be paid within 30 days of the date of invoice.
 - 5.4 If the PUD leaves a suspect load at the Facility as defined by the most current version of the Wenatchee Valley Regional Decant Facility Operations and Maintenance Plan ("Facility O&M Plan"), the PUD will be responsible for the testing and disposal costs as well as any costs associated with cleaning the Facility following the removal of the suspect load plus a 15% administration fee, which shall be paid within 30 days of the date of invoice.
 - 5.5 The City will invoice PUD for tipping fees at the end of each quarter. Payment will be due within 30 days of the date of invoice.
- 6.0 Use & Operation of Facility
- 6.1 The City will operate and maintain the Facility.
 - 6.2 All use of the Facility shall be in accordance with the most current version of the Facility O&M Plan.
 - 6.3 Waste approved for disposal is limited to eductor truck waste from the maintenance of a separate stormwater system, hydro-excavation, and street sweepings.
 - 6.3 Waste disposal logs must be submitted no later than the 5th of the month following the end of the quarter, i. e. April 5th, July 5th, October 5th, and January 5th.
- 7.0 Insurance
- 7.1 PUD agrees to maintain insurance or be self-insured against all risks in any way related to, or arising out of, the use of the Facility. The PUD's insurance, in whichever form, shall be primary insurance for all risks related to, or arising out of, the PUD's use of the Facility.
- 8.0 Mutual Indemnification
- 8.1 The PUD shall indemnify, defend, and hold harmless the City, its respective officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of the PUD, its officers, agents, contractors, employees and volunteers, in connection with or arising out of this Agreement.
 - 8.2 The City shall indemnify, defend and hold harmless the PUD, its respective officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property,

occasioned by any negligent act, omission, or failure of the City, its officers, agents, and employees, in connection with or arising out of this Agreement.

9.0 Severability

9.1 In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All other provisions of this Agreement are severable, and the unenforceability or invalidity of any single provision hereof shall not affect the remaining provisions.

10.0 Modification; No Assignment

10.1 No alteration, changes, or amendments of this Agreement will be binding upon either Party unless the same are written and executed by the Parties.

10.2 This Agreement shall not be assignable by the PUD.

11.0 Time is of the Essence

11.1 Time is of the essence of this Agreement, and of each and every term, condition, and provision.

12.0 Waiver

12.1 The waiver by the City or the PUD of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.

13.0 Attorneys Fees

13.1 In the event of litigation regarding any terms of this Agreement, the Parties shall bear their own attorney fees and costs incurred therein.

14.0 Notices

14.1 Notices under this Agreement must be in writing and must be sent by registered or certified mail to the last known address of the party to whom the notice is to be given, as designated by such party in writing. The City and PUD hereby designate their addresses as follows:

City of Wenatchee
Deputy Public Works Director – Utilities
P.O. Box 519, Wenatchee, WA 98801

Public Utility District No. 1 of Chelan County
Environmental Program Manager

PO Box 1231, Wenatchee, WA 98807-1231

15.0 Governing Law/Venue

15.1 This Agreement is governed by the laws of the State of Washington. The jurisdiction of any action hereunder shall be in the Superior Court of Chelan County, Washington.

16.0 Termination & Modification

16.1 The City reserves the right to modify or terminate this Agreement at any time in the event it deems modification or termination is necessary to preserve the integrity and function of the Facility. The City shall notify the PUD in writing of any proposed modifications or termination no later than thirty (30) calendar days prior to the implementation of such modifications or termination.

16.2 If the PUD terminates this Agreement prior to the expiration date, the PUD shall pay the annual fees pro-rated to the termination date of the Agreement.

18.0 Authorized Signatures

18.1 Each individual executing this Agreement warrants they are fully authorized to bind their principal to the terms and conditions of this Agreement.

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY

By: Jennifer Burns Jennifer Burns

Title: Environmental Program Manager

DATED this 13th day of October, 2023.

CITY OF WENATCHEE, a Washington municipal corporation

By: Frank J. Kuntz

Frank Kuntz, Mayor

ATTEST:

By: Tammy Stanger

Tammy Stanger, City Clerk

DATED this 26 day of October, 2023.

APPROVED AS TO FORM:

Danielle Marchant

City Attorney


10/26/2023

Date



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM:  Glen A. DeVries, Community Development Director
Community Development Department

MEETING DATE: October 10, 2024

I. SUBJECT

The City of Wenatchee entered into a contract with Pipkin Inc. for the site preparation, utility and infrastructure work and Pallet Shelter placement at 1450 S. Wenatchee Ave. A contract was signed in September 2023 in the amount of \$743,823.23. Additional site work through change orders was authorized by the Community Development Director, City Administrator and then City Council to address unforeseen constraints and infrastructure needs. At this time Final Acceptance is requested for the work completed by the contractor.

II. ACTION REQUESTED

Motion requested for City Council to accept the work completed by the contractor, Pipkin Inc., for the site and utility work at 1450 S. Wenatchee Ave., and authorize the City Administrator to sign the final contract Voucher on behalf of the City of Wenatchee.

III. OVERVIEW

Site work and the Placement of the 43 Pallet shelters at 1450 S. Wenatchee Ave. was completed in conformance with approved plans. Approved necessary modifications and change orders were completed in the amount of \$175,614.42. The final total amount of compensation including tax was \$919,934.24 and the final date of completion was August 16, 2024. Site inspections have verified satisfactory completion.

IV. FISCAL IMPACT

Funds are sufficient within City of Wenatchee Fund 117 under Capital Outlay and do not impact required reserves or other funded programs. Site construction spanned two city budget cycles. There will be no financial impact to city general funds.

V. PROPOSED PROJECT SCHEDULE

The project is complete and in operation. All required documentation has been completed and final payment is pending council action.

VI. REFERENCE(S)

Final Contract Voucher
City of Wenatchee Rescue Mission Low Barrier Shelter Project Contracts and Change Orders
Contract with Pipkin Inc.

VII. ADMINISTRATIVE ROUTING

Agenda Report to Mayor and City Council
October 10, 2024
Page #2

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



**City of Wenatchee
Department of Public Works**

**Final Contract
Voucher Certificate**

Contractor		Pipkin, Inc. dba Pipkin Construction					
Street Address		4801 Contractors Drive East Wenatchee, WA 98802					
City	Wenatchee	State	WA	Zip	98801	Date	September 11, 2024
City Project Number		Federal-Aid Project Number			Highway Number		
2214		NA			NA		
Job Title							
Low Barrier Shelter							
Date Work Physically Completed				Final Amount (including retainage)			
August 16, 2024				\$919,934.24 including tax			

Contractor's Certification

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



Contractor Authorized Signature Required

Nick Pipkin
Type Signature Name



Subscribed and sworn to before me this 11th day of September 2024

X Isaac A. Miller Notary Public in and for the State of Washington,
residing at 2948 N. Baker Ave - E. Wenatchee WA

City of Wenatchee

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

X _____ Date of Acceptance
Laura Gloria, City Administrator

CITY OF WENATCHEE WENATCHEE RESCUE MISSION LOW BARRIER SHELTER PROJECT CONTRACTS AND CHANGE ORDERS

Hard and Soft Cost Contracts															
Date	Contract #	Name of Firm	Description	Tax?	Retainage	Amount	Change Orders	Adjusted Contract	WSST Commit	Adjusted Total	Pre-Tax Invoiced	% Contract Invoiced	Pre-Tax Balance	Total Contract Balance	Retained
			WRM Pallet Shelter												
9/17/2023	CoW Pipkin 230917	Pipkin Construction	Construction	Yes	5%	\$ 684,290.00	\$ 161,435.31	\$ 845,725.31	\$ 74,208.93	\$ 919,934.24	\$ 845,725.31	100.00%	\$ -	\$ 0.00	\$ 42,286.27
Total						\$ 684,290.00	\$ 161,435.31	\$ 845,725.31	\$ 74,208.93	\$ 919,934.24	\$ 845,725.31		\$ -	\$ 0.00	

Hard Construction Cost Change Orders										
Date	Contract #	Name of Firm	Change Order Description	CO #	Apprv?	Amount	Approved Amount	Tax	Total	Notes
10/20/2023	CoW Pipkin 230917	Pipkin Construction	Long Lead Times	Pipkin # 1	Yes	\$ -	\$ -	\$ -	\$ -	48 Days, project delays pushed into winter.
11/9/2023	CoW Pipkin 230917	Pipkin Construction	Pallet Shelter Assbly Training	Pipkin # 2	Yes	\$ 6,589.34	\$ 6,589.34	\$ 573.27	\$ 7,162.61	
11/16/2023	CoW Pipkin 230917	Pipkin Construction	Undocumented Fill	Pipkin # 3	Yes	\$ 6,164.73	\$ 6,164.73	\$ 536.33	\$ 6,701.06	Unforeseen rock conditions
11/17/2023	CoW Pipkin 230917	Pipkin Construction	Fence Conflict Resolution	Pipkin # 4	Yes	\$ 14,448.00	\$ 14,448.00	\$ 1,256.98	\$ 15,704.98	Engineering differed from existing conditions
3/28/2024	CoW Pipkin 230917	Pipkin Construction	Added Lighting Bollards	Pipkin # 5	Yes	\$ 58,363.56	\$ 58,363.56	\$ 5,135.99	\$ 63,499.55	Engineering insufficient Lighting
4/22/2024	CoW Pipkin 230917	Pipkin Construction	Consolidated COPs 6,7,8,9, 10	Pipkin # 6	Yes	\$ 11,947.70	\$ 11,947.70	\$ 1,051.40	\$ 12,999.10	Consolidation of Guardrail, Shower freeze Protection, Delete Camera Survey...
6/11/2024	CoW Pipkin 230917	Pipkin Construction	Shower Trailer Lift Station Electrical	Pipkin # 7	Yes	\$ 41,703.00	\$ 41,703.00	\$ 3,669.86	\$ 45,372.86	Engineering Omission of Electrical to Shower Trailer, Lift station added scope.
7/17/2024	CoW Pipkin 230917	Pipkin Construction	ADA Quad Ramp	Pipkin # 8	Yes	\$ 22,164.08	\$ 22,164.08	\$ 1,950.44	\$ 24,114.52	Engineering unworkable design.
8/19/2024	CoW Pipkin 230917	Pipkin Construction	Unit Cost Measured Quantities Exceed	Pipkin # 9	Yes	\$ 54.90	\$ 54.90	\$ 4.83	\$ 59.73	Measured Quantities in excess of Engineering Estimates, delete unneeded scops from base bid
Total						\$ 161,435.31	\$ 161,435.31	\$ 14,179.11	\$ 175,614.42	

Total Additive Change Orders \$ 161,435.31
Total Deductive Change Orders \$ 0.00

CITY OF WENATCHEE WENATCHEE RESCUE MISSION LOW BARRIER SHELTER PROJECTS INVOICE RECORD

Project Invoices												Sales Tax increase Jan 1, 2024 8.7 to 8.8%		
Date	Invoice #	Agreement	Vendor	Purpose	Tax?	Pre-Tax Amt	Tax	Amount	Retainage %	Retained	Release Retainage?	Pay	TransRecap Reconcile	
12/1/2023	Pay App 1	CoW Pipkin 230917	Pipkin Construction	WRM Pallet Shelter Construction	Yes	\$ 214,899.63	\$ 18,696.27	\$ 233,595.90	5%	\$ 10,744.98		\$ 222,850.92		
1/4/2024	Pay App 2	CoW Pipkin 230917	Pipkin Construction	WRM Pallet Shelter Construction	Yes	\$ 54,489.34	\$ 4,795.06	\$ 59,284.40	5%	\$ 2,724.47		\$ 56,559.93		
3/22/2024	Pay App 3	CoW Pipkin 230917	Pipkin Construction	WRM Pallet Shelter Construction	Yes	\$ 223,753.00	\$ 19,690.26	\$ 243,443.26	5%	\$ 11,187.65		\$ 232,255.61		
4/30/2024	Pay App 4	CoW Pipkin 230917	Pipkin Construction	WRM Pallet Shelter Construction	Yes	\$ 283,092.54	\$ 24,912.14	\$ 308,004.68	5%	\$ 14,154.63		\$ 293,850.06		
9/3/2024	Pay App 5	CoW Pipkin 230917	Pipkin Construction	WRM Pallet Shelter Construction	Yes	\$ 69,490.80	\$ 6,115.19	\$ 75,605.99	5%	\$ 3,474.54		\$ 72,131.45		
Total						\$ 845,725.31	\$ 74,208.93	\$ 919,934.24		\$ 42,286.27		\$ 877,647.97		

CITY OF WENATCHEE WENATCHEE RESCUE MISSION LOW BARRIER SHELTER PROJECTS INVOICE RECORD

Project Invoices													
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Total						\$ 845,725.31	\$ 74,208.93	\$ 919,934.24		\$ 42,286.27		\$ 877,647.97	

PIPKIN CONSTRUCTION

P.O. Box 3181
Wenatchee, WA 98807-3181
Phone (509) 884-2400 FAX (509) 884-7099

LETTER OF TRANSMITTAL

DATE	09/15/23	JOB NO.	2214-1
ATTENTION	Ryan Harmon, P.E.		
RE:	Low Barrier Shelter		

TO City of Wenatchee
301 Yakima Street
Wenatchee, WA 98801

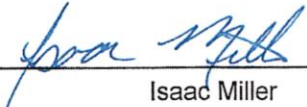
WE ARE SENDING YOU: Attached Under separate cover, the following items

COPIES	DATE	NO.	DESCRIPTION
1			Contract
1			Contract Bond
1			Certificate of Insurance

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and Comment
- Approved as submitted
- Approved as noted
- Returned for corrections
- Submitted for Payment

Remarks:

SIGNED: 
 Isaac Miller
 Pipkin Construction

C O N T R A C T

THIS AGREEMENT, made and entered into this 15th day of September, 2023, between the CITY OF WENATCHEE, a Municipal Corporation of the State of Washington, and Pipkin Inc dba Pipkin Construction, hereinafter called the Contractor; WITNESSETH:

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

1. The Contractor shall do all Work and furnish all tools, materials, and equipment for City of Wenatchee Project 2214-1 – LOW-BARRIER SHELTER in the amount of \$743,823.23 (including applicable sales tax) in accordance with and as described in the attached Plans and Specifications and in full compliance with the terms, conditions, and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if set forth at length, and shall perform any alterations in, or additions to, the Work covered by this Contract and every part thereof and any force account Work which may be ordered as provided in this Contract and every part thereof.

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

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

-
5. Contractor agrees that he shall actively solicit the employment of minority group members. Contractor further agrees that he shall actively solicit Bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of his compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority Bidders on the basis of substantially equal Proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this Section as part of the Bid.

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

ATTEST:


City Clerk

CITY OF WENATCHEE
A Municipal Corporation

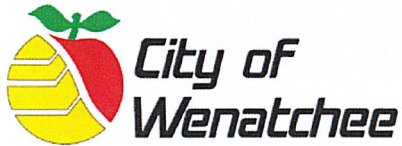

Mayor

Pipkin Inc dba Pipkin Construction
Contractor

By



Donovan Mounter, Secretary
Printed Name/Title



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

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

MEETING DATE: October 10, 2024

I. SUBJECT

Termination of Homewater Use Permit.

II. ACTION REQUESTED

Motion to authorize the City Administrator to sign the termination of permit with the Chelan PUD for the Homewater Property.

III. OVERVIEW

In 2007 the City and PUD entered into a permit agreement whereby the City would maintain the PUD's Homewater Property for outdoor recreation and habitat purposes. Since then, the City and Land Trust have worked together to manage the property.

For roughly the last ten years, as the PUD became more comfortable with authorizing a permit directly with the Land Trust, staff has been working to terminate the current permit and take the City out of the middle of the management of the property. Once terminated, the PUD and Land Trust intend to enter into a permit directly with each other.

Staff recommends approval.

IV. FISCAL IMPACT

None anticipated.

V. PROPOSED PROJECT SCHEDULE

Termination would take effect at the effective date of the Land Trust permit.

VI. REFERENCE(S)

1. 2007 Use Permit
2. Termination of Permit

VII. ADMINISTRATIVE ROUTING

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

**TERMINATION OF PERMIT
CITY OF WENATCHEE – HOME WATER PRESERVE**

THIS TERMINATION OF PERMIT, made this _____ day of _____ 2024, between PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, a Washington municipal corporation (“District”), and CITY OF WENATCHEE, a Washington municipal corporation, (“City”). District and City are sometimes individually referred to herein as “Party” or collectively referred to as the “Parties”.

RECITALS

District entered into a permit with City on August 28, 2007, to use, occupy and maintain trail corridors on District property known as the Home Water Company Property (“City Permit”).

Chelan Douglas Land Trust, who, through an agreement with the City, has managed the permitted trails for the City, has approached the District to have the permit for the Home Water Company Property issued to the Land Trust directly (“Land Trust Permit”).

District and City mutually agree to terminate the City Permit concurrent with the effective date of the Land Trust Permit.

Now, therefore, the Parties agree as follows:

1. The City Permit shall terminate on the effective date of Land Trust Permit. The District shall provide written notice to City no less than five days prior to its execution of the Land Trust Permit.
2. City agrees to the termination of the City Permit, thereby terminating all City’s rights and privileges associated with the City Permit, as provided herein.
3. District consents to the termination of the City Permit as provided herein.

CITY OF WENATCHEE

DISTRICT

By: _____

Name: _____

Vicki Griffin

Title: _____

Manager, Real Estate Services

Date: _____

Date: _____

PERMIT FOR USE OF HYDROELECTRIC PROJECT LANDS ROCK ISLAND HYDROELECTRIC PROJECT NO. 943

THIS AGREEMENT, made this 28 day of August, 2007, between PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, WASHINGTON, a municipal corporation, hereinafter called the "District," and CITY OF WENATCHEE, hereinafter called the "Permittee," sometimes collectively referred to as the "Parties."

RECITALS.

1. The District is the owner of certain real property, commonly referred to as the "Home Water Company Property," which currently is subject to the Federal Energy Regulatory Commission license for the Rock Island Hydroelectric Project No. 943-Washington (the "Project") granted to the District.
2. Specifically, the District maintains and preserves as wildlife habitat the approximately 960 acres of land, commonly identified as the Home Water Company Property, identified under the Wildlife Habitat Mitigation subsection of Section 4.1.4.2 of the FERC license for the Project (hereinafter the "District Property"). The primary purpose of the District Property is wildlife habitat.
3. The Permittee desires to use a portion of the District Property (the "Permitted Premises"), generally located as shown on Exhibit "A", attached hereto and incorporated herein by this reference, to provide public recreation in the form of non-motorized public trail use associated with the Wenatchee Foothills Trails project as outlined in the IAC Grant #06-1595C.
4. The Permittee is in the process of developing plans for the construction, operation, and maintenance of public trail access and trail support facilities to be placed on the Permitted Premises.
5. The District recognizes the Permittee's proposed use will benefit the public by providing additional trail access for public use. The Parties recognize that this trail is a secondary use to the primary use of the land which is wildlife habitat; and further recognize that the trail will not be detrimental to wildlife. The Parties recognize that a clearly defined trail in this area will be beneficial to efforts to preserve wildlife in the other areas of the District Property.

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

1. RECITAL INCORPORATION. The Recitals set forth above are incorporated herein by this reference as if fully set forth.

2. PERMITTED PREMISES. The District, pursuant to its current Federal Energy Regulatory Commission license for the Rock Island Hydroelectric Project, for and in consideration of the faithful observance and performance of all of the covenants and promises hereinafter set forth to be observed and performed by the Permittee, hereby permits the Permittee to use, occupy and maintain the Permitted Premises for the restricted purposes stated herein. The permitted premises is limited to the trail corridor as described on Exhibit 'A' attached hereto and incorporated herein.

3. **USE OF PREMISES.** Subject to the District's reservation of rights set forth herein, the Permittee is hereby permitted the non-exclusive use of the Permitted Premises, to provide public recreation in the form of non-motorized public trail use and access associated with the Wenatchee Foothills Trails project as outlined in IAC Grant #06-1595C, a copy of which is attached hereto and marked Exhibit "B." Permittee is in the process of developing plans for the construction, operation and maintenance of a public trail and trail support facilities. Trail support facilities shall be limited to interpretive and regulatory signage; benches; waste receptacles; and a landscape buffer to be placed on the Permitted Premises, which are subject to Section 7 (Construction of Improvements) herein.

Permitted public use shall be limited to the trail corridor as defined in Exhibit "A", and in accordance with Washington State Department of Fish and Wildlife general understanding provision as outlined Exhibit "C." At no time shall the public be permitted or allowed into the remainder of the Wildlife Mitigation Area or other lands owned by the District.

4. **TERM.** The term of this Permit shall be either (1) the remainder of the present License, or any extension thereof, issued to the District by the Federal Energy Regulatory Committee (FERC) for the operation of the Rock Island Hydroelectric Project, which expires January 1, 2029, or (2) 25 years after the last reimbursement payment is made by IAC to the City of Wenatchee for the Wenatchee Foothills Trails project, or (3) upon termination for failure to complete the work pursuant to Section 8 hereof, or (4) upon breach and notice of cure period has been provided as provided in Section 15, whichever shall occur first.

5. **SIGNAGE.** Permittee agrees that any placement of sign(s) upon permitted premises shall not occur without the prior written consent of the District. All signs will be in compliance with the District's Home Water Property Management Plan. The Permittee shall be responsible to maintain all signs placed by Permittee.

6. **NON-DISCRIMINATION BY THE PERMITTEE.** The Permittee shall not discriminate against any person or persons because of race, creed, color, sex or national origin in the conduct of its business practices and operations.

7. **CONSTRUCTION OF IMPROVEMENTS.** No facilities, improvements, or structures shall be constructed or maintained on the Permitted Premises except as specifically hereinafter agreed upon in writing.

8. **COMPLETION OF WORK AUTHORIZED.** The completion of the proposed trail and trail support facilities on District Property shall occur no later than three (3) years from the date of this Permit. If work is not completed within the stated time this permit will terminate. If the Permittee requires additional time to complete the trail and support facilities, Permittee must obtain a written extension from the District prior to the completion deadline or the Permit will terminate.

9. **USER FEES.** Permittee agrees that no fees shall be charged for the use of the trail, trail support facilities or access to District Property without prior written approval by the District.

10. **MINIMIZATION OF IMPACT.** The Permittee shall make every reasonable effort to construct, operate, and maintain the trail authorized herein in a manner so as to minimize any adverse impact to the District's Property. In addition, the Permittee agrees to restore the District Property and plantings to the original condition prior to construction of any proposed Facilities to the satisfaction of the District. In the case of the Permittee's failure to do so the District shall have the right to repair and replace said District Property and plantings and recover the cost from the Permittee.

11. COSTS. The District shall have no obligation relative to the Permitted Premises for such things as, but not limited to, repair, upkeep, snow removal, utilities, inspections or assessments. Permittee shall be responsible for all costs, whatsoever, for the construction, operation, maintenance, and repairs associated with the permitted use.

12. OPERATION OF PROJECT. The Permittee's use of the District Property shall not interfere in any way with the District's operation of the Project, including but not limited to, the maintenance and enhancement of the Wildlife Habitat Mitigation areas. The Permittee shall be responsible to coordinate and/or restrict trail use as the District requests. To assist Permittee in its responsibility of coordination and posting of trail closures for the public, the District shall provide as much advance notice of a requirement to close trails as is reasonably possible. The District reserves the right, without compensation to Permittee, to operate the Project, its reservoirs, and manage the District Property as it determines proper, without regard to Permittee's use of the District's Property, and without advance notice of operations which may affect the land, the trail, or the trail support facilities.

13. MAINTENANCE OF LANDS. Permittee shall maintain the Permitted Premises in a neat and tidy condition, free of debris and rubbish. Disposal of refuse, garbage, rubbish or waste of any kind shall be by removal, or as otherwise directed by the District. The District shall have no obligation to assist in the maintenance of the trail, trail-support facilities or any other improvement constructed within the Permitted Premises; and shall not be responsible for the safe condition of said Permitted Premises and improvements thereto.

14. COMPLIANCE WITH LAWS. The Permittee agrees to maintain the Permitted Premises in a safe condition and to observe all federal, state and local regulations pertaining to health, sanitation, and the use and maintenance of the District Property.

15. PERMIT TERMINATION. If the District determines that any provisions or conditions contained within this Permit have not been met to the District's satisfaction, the District shall provide written notice to Permittee to cure said situation or condition. If Permittee fails to timely cure the situation or condition within ninety (90) days of receipt of the written notice the District shall have the right to terminate this permit; provided however, the District shall not terminate the Permit if the Permittee has made reasonable progress, in the District's opinion, toward the completion of the cure within said ninety (90) days, and the District is assured that the cure will be completed in a diligent manner. Any dispute between the parties shall be settled as set forth in Section 27, Resolution of Disputes.

16. PERMITTEE'S OBLIGATION UPON TERMINATION/EXPIRATION OF PERMIT. Upon termination, cancellation or expiration of this Permit, Permittee shall remove all trash, debris and materials from the Permitted Premises. Further, the Permittee, at its sole cost and expense, if requested by the District, shall remove the trail support facilities and any other improvements from the District Property. In the event Permittee fails to do so, the District shall have the right to remove the same and recover the cost and expense from the Permittee.

17. ASSIGNMENT. The Permittee shall not assign this Permit without prior written permission of the District.

18. SUBORDINATION. It is expressly understood and agreed that the rights of the Permittee under this Permit are subject to any use of the Permitted Premises by the District, without liability therefore, as the District deems necessary in connection with the construction, operation and maintenance of its Rock Island Hydroelectric Project No. 943-Washington, and to the District's performance of the conditions of the License therefore issued by the Federal Energy Regulatory

Commission, including amendments heretofore or hereafter made thereto or any re-issuance of a License for said Project.

19. LIABILITY INSURANCE. Permittee shall at all times during the term of this agreement, at its sole expense, keep in force the following insurance coverage or equivalent self-insurance:

a. Commercial general liability insurance in the standard form covering the Permitted Premises and insuring against liability for personal injury and death occasioned by accident or disaster in the amount of not less than \$1,000,000 with respect to any one accident or disaster and \$2,000,000 aggregate. Said insurance shall provide "Occurrence" coverage, not "Claims Made" coverage and verification on the Certificate of Insurance.

b. Permittee will carry and maintain automobile liability insurance covering any auto, truck or other motor vehicle used by the Permittee in connection with this Permit. Such coverage shall have a combined single limit per occurrence for bodily injury and property damage of not less than \$1,000,000.

c. The insurance provided, or equivalent self insurance shall apply separately to each insured.

d. Prior to the utilization of the Permitted Premises, and within thirty (30) days of the date of this Permit, Permittee shall provide the District written evidence of insurance certifying compliance with the provisions of this section.

e. All liability insurance policies, or self insurance pools, shall not be subject to cancellation, lapse, or reduction in the required limits of liability or amount of insurance until notice has been mailed to the District by the insuring company, or self insurance pool stating, the date that such cancellation, lapse or reduction shall be effective, which date shall be not less than thirty (30) days after the mailing of such notice. It is the Permittee's sole responsibility to ensure that the evidence of insurance (in the form of either a letter of insurance or a certificate of insurance) is provided to the District and kept current for the duration of the Permit

f. Permittee shall require in any construction contract that contractor and all subcontractors carry and maintain liability insurance with minimum limits as specified above for the duration of the construction project. Permittee shall require that the District and Permittee be named as additional insured under all contractor's (or subcontractor's) liability insurance policies.

20. INDEMNIFICATION. All use of District lands shall be at the sole risk of the Permittee. The District assumes no responsibility for loss or damage with respect thereto regardless of cause. The Permittee agrees to indemnify the District and save it harmless against any and all claims, demands, expenses, costs and judgments (including attorney's fees) arising from the loss of, or damage to, said lands or improvements, or injury to, or death of, any person or persons, occurring directly, or indirectly, from Permittee's employees, agents, invitees or any third party's use and/or maintenance of the Permitted Premises and improvements during the term of this Permit. Permittee shall also be responsible for the payment of all fees, costs and expenses reasonably incurred by the District, its agents, officers and employees, in defending against any claim or action heretofore specified, except for District negligence. Permittee shall include language in any construction contracts connected with the Permit that the contractor and all subcontractors will indemnify and hold harmless the District and Permittee from any claims, demands, expenses, costs and judgments (including attorney's fees) arising from the construction of improvements associated with the Permitted Premises.

21. MANAGEMENT. Upon completion of the trail and trail support facilities the Permittee shall, without expense to the District, administer, patrol, operate, maintain, repair, modify or replace the trail, trail support facilities and other permitted improvements at Permittee's sole expense. To the best of its ability the Permittee shall prevent trespassing outside the Permitted Premises and public motorized use of the trail. If the Permittee is unable to prevent said unauthorized activities to the District's satisfaction, the District may terminate this permit with 90 days written notice to Permittee. The District assumes no liability for the use, operation, maintenance, repair or replacement of the trail, trail support facilities or any improvements constructed by Permittee or Permittee's agents or assigns.

22. ACCESS BY DISTRICT. The District has the absolute right for its employees, agents, contractors and subcontractors to enter upon the Permitted Premises at any time and for any purpose necessary or convenient to the District's operation of the Project.

23. ASSUMPTION OF RISK. Permittee, its agents, employees, guests and the public shall use the property at their own risk. Permittee shall post and maintain signs regarding this responsibility of the public. The parties intend that the Recreational Use Statute, RCW 4.24.210, shall apply to the public's use of the trail and trail support facilities. The Permittee shall be responsible to ensure compliance with the provisions of that statute.

24. NO WARRANTY. The District makes no warranties regarding the Permitted Premises and expressly does not warrant that the Permitted Premises are safe for activities or other related uses associated with Permittee's use of the Permitted Premises. This Permit is granted based upon Permittee's representation that the lands have been inspected and evaluated and were found to be reasonably safe for the Permittee's intended use.

25. COSTS AND ATTORNEY FEES. In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Permit, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any of the terms of this Permit, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the court.

26. UNAUTHORIZED ACTIVITIES. All activities identified and authorized herein shall be consistent with the terms and conditions of this Permit. Any activities not specifically identified and authorized herein shall constitute a violation of the terms and conditions of this Permit and may result in the modification, suspension or termination thereof.

27. RESOLUTION OF DISPUTES. Disputes arising under this Permit shall be addressed by the following procedure:

In the event of a dispute or disagreement between the Parties, either with respect to the interpretation of any provision of this Permit or with respect to the performance by Permittee, the Parties shall each appoint a representative who shall meet to attempt to resolve such dispute. If the representatives are unable to resolve the dispute, then the Parties agree to submit the dispute to the Mayor of the City of Wenatchee and the General Manager of the District for resolution. If the dispute cannot then be resolved, the parties reserve all legal rights and remedies to resolve the dispute.

28. AUTHORIZED REPRESENTATIVES/CONTACT PERSONS/NOTICES. Any and all communications by either party to this Permit, whether written or oral shall be directly handled by the following authorized representatives:

Permittee: Mayor of the city of Wenatchee
City Hall
Wenatchee, WA 98801
Telephone: (509) 664-3304

District: PUD No. 1 of Chelan County
Director of Shared Services
327 North Wenatchee Avenue
Wenatchee, WA 98801
Telephone: (509) 663-8121

If at any time during the term of this Permit either party designates a new authorized representative, notice must be given in writing to the other party's then-authorized representative.

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the above addresses. Notices mailed shall be deemed given on the date of mailing. District and Permittee shall notify each other of any change of address.

29. ENTIRE AGREEMENT. This Permit contains the entire agreement between the Parties. Any executory agreement hereafter made shall be ineffective to change or modify this Permit, in whole or in part, unless such executory agreement is in writing and signed by both Parties.

30. NON-WAIVER OF COVENANTS. The District's failure to insist upon the strict performance of any provision of this Permit shall not deny the District the right to insist on strict performance of such provision in the future.

31. GOVERNING LAW. This Permit shall be governed by the laws of the State of Washington and venue for any action arising from this Permit shall be in Chelan County, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year above written.

CITY OF WENATCHEE:


DENNIS JOHNSON, Mayor

PUBLIC UTILITY DISTRICT NO. 1
OF CHELAN COUNTY, WASHINGTON


STEVEN E. CURRIT, Director
Shared Services

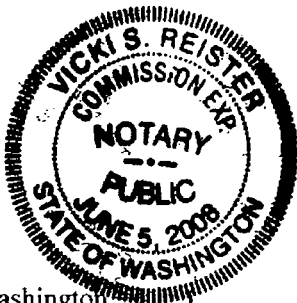
State of Washington)

) ss.

County of Chelan)

On this 28 day of August, 2007, before me personally appeared DENNIS JOHNSON, to me known to be the Mayor of the City of Wenatchee, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature: Vicki Reister
Notary Public

Residence: Wenatchee

Commission expires: 06-05-08

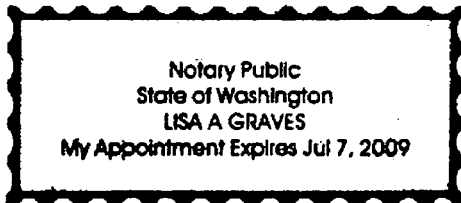
State of Washington)

) ss.

County of Chelan)

On this 9th day of October, 2007, before me personally appeared STEVEN E. CURRIT, to me known to be the Director of Shared Services of the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature: Lisa A. Graves
Notary Public

Residence: Douglas County

Commission expires: 7-7-2009

Exhibit "A"

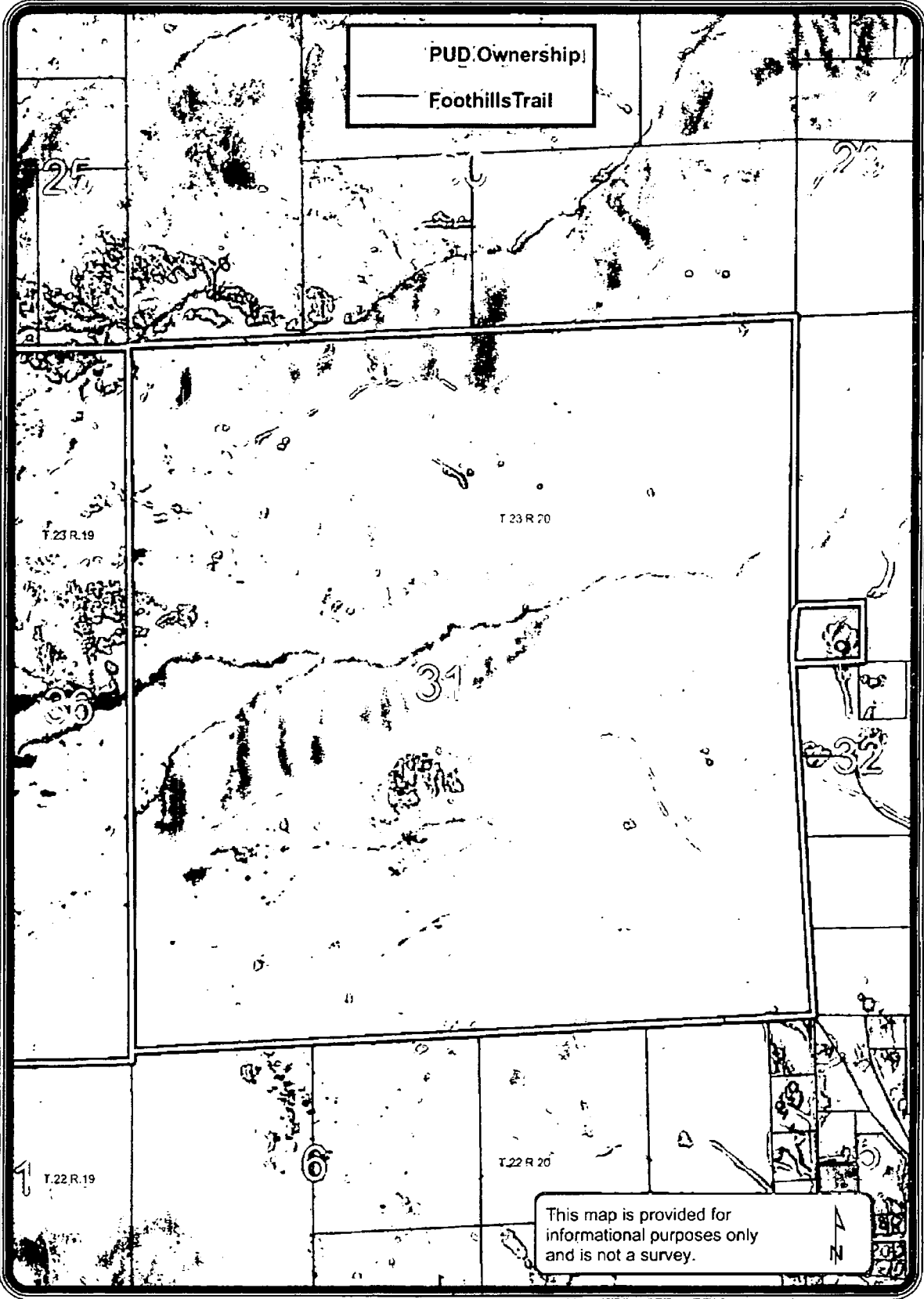


EXHIBIT "B"



**Washington Wildlife and Recreation Program
Trails Category
Application Project Summary**

TITLE: Wenatchee Foothills Trails, Phase 1			NUMBER: 06-1595C (Combined)
			STATUS: Board Funded
APPLICANT: City of Wenatchee		CONTACT: Allison Williams (509) 664-3316	
COSTS:		SPONSOR MATCH:	
IAC	\$172,043	50 %	Donated Labor \$60,570
Local	\$173,689	50 %	Donated Land \$113,119
Total	\$345,732	100 %	

DESCRIPTION:

This request seeks to implement the Foothills Trails plan by funding the construction of the Horse Lake Road Trailhead, the Day Road Trailhead and a 4.1-mile trail that links the two areas. An easement will be acquired and trailheads will be constructed to include parking space available for five vehicles, one ADA accessible, direct access from a public road to a multiple-use non-motorized trail, signage kiosk identifying the trails system, vault toilets, benches, waste receptacles, and landscaping buffers. This trail system provides access to recreation for the 54,000 residents of our urban area, in addition to the millions of tourists that frequent our region.

This Phase I project is the result of an effort that began in 2002, when citizens and organizations of Wenatchee came together to create the Foothills Trail Plan to ensure that the public is able to enjoy protected open space and recreational opportunities in Wenatchee's western foothills. The group includes the Chelan-Douglas Land Trust, the City of Wenatchee, Chelan County PUD, and interested citizens. The group has been focused on the development of a formal, regulated community trail system with posted rules, a funded management plan that ensures that the trails of Wenatchee's western foothills remain open to the public in perpetuity and are managed in a way to address the needs of all constituents and the protection of critical habitat.

LOCATION INFORMATION:

The project is located on the western side of the City of Wenatchee.

COUNTY: Chelan

SCOPE (ELEMENTS):

Allowable land costs	Park Furniture
Architectural & Engineering	Parking
Fencing & Gates	Permits
Incidentals	Restrooms
Landscaping	Sales Tax

PERMITS ANTICIPATED:

Building Permit	Health Permit
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ANTICIPATED ACREAGE:

ACREAGE TYPE	Acres To Acq	Acres To Dev	Acres To Renov	Total
Uplands	173.00	1.49		173.00

LAST UPDATED: July 23, 2007

DATE PRINTED: August 22, 2007

Honorable Philis J. Posey

EXHIBIT "C"

State of Washington
DEPARTMENT OF FISH AND WILDLIFE
HABITAT PROGRAM
Major Projects Division

District Office: 3860 Chelan Hwy, Wenatchee, WA 98801-9607 – (509) 662-0452

April 4, 2007

Honorable Philis J. Posey, Acting Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

[Filed electronically]

RE: Rock Island Hydroelectric Project No. 943-099
Public Recreation on Home Water District Tract

Dear Secretary Posey:

The Washington Department of Fish and Wildlife (WDFW) appreciates the opportunity to submit comments concerning land affording wildlife mitigation for the Rock Island Hydroelectric Project. You requested comments by February 26.

Regrettably, we were unable to meet your date due to an abundant work load and shortage of staff. Our comments are intended to provide you relevant background information and to recount how the several parties involved reached an accord in this matter. Consequently, we respectfully request you include our comments in the appropriate record.

The subject of this letter is a parcel of 960 acres of undeveloped lands owned by Chelan County Public Utility District No. 1 (CPUD) of Wenatchee, WA. Prior to acquisition by CPUD, this parcel was formerly owned by the private utility Home Water District (HWD). The current Rock Island Project license required CPUD to provide additional project wildlife mitigation to the Washington Department of Game (predecessor to WDFW) in response to a recommendation by a Federal Energy

Honorable Philis J. Posey

Regulatory Commission (Commission) consultant retained to prepare the project Environmental Impact Statement. CPUD subsequently dedicated the HWD tract to be retained by CPUD in-perpetuity in a natural state to benefit wildlife.

The HWD parcel is located on a bench at middling lower elevation (T23N R20E S31, 1000-2000 ft m.s.l.) in the foothills at the western edge of the City of Wenatchee.

The principle vegetation is shrub-steppe in good condition. There are also deciduous trees, forbs, and surface springs on this property. It is critical winter range for mule deer, and supports a community of shrub-steppe-associated wildlife during most of the year. Before the Wenatchee vicinity started growing in population and spreading out, this property was relatively inaccessible and had few visitors. Substantial demographic change has occurred in the Wenatchee vicinity during the current Rock Island Project license. The population of Greater Wenatchee has increased abundantly in the past 15-20 years, and native land has been converted to human uses accordingly. An increasing number of people are seeking outdoor experiences where they can find them. The western foothills of Wenatchee have become popular for hiking, mountain biking, nature photography, and other pastimes.

In response to the accelerated conversion of native land to human uses, the Chelan-Douglas Land Trust (CDLT) has been acquiring control of important undeveloped lands for preservation and regulated public recreation opportunities. These lands are north and south of the HWD tract. The beginning of a trail system is occurring on these lands north and south of HWD. To connect both ends of a potential integrated trail system, permission of CPUD was necessary to allow public use on HWD. In response to inquiry from CDLT seeking approved public access to the HWD parcel, CPUD and WDFW jointly reviewed possibilities for public use on HWD with specific, protective side-boards. WDFW staff has considered at length public use on

Honorable Philis J. Posey

this formerly wildlife-only land and concluded that the interest of wildlife is best served by continuing to manage the HWD land for wildlife, but with allowance of modest, compatible human use. WDFW staff then met with CPUD staff and CDLT staff, including its Trails Committee. A candid discussion resulted in a HWD management concept acceptable to the parties. The general understanding arrived at among the parties is as follows:

1. The CDLT Trails Committee agrees to be responsible for maintenance and repair of trails on Home Water District land.
2. During some periods of the year human presence can be an unacceptable disturbance to wildlife under significant environmentally-induced stress. Trail use should be prohibited during such times.
3. WDFW requests that CPUD ensure that appropriate rules for trail users on the HWD property be developed and posted conspicuously at appropriate points on the trail (e.g., no motorized vehicles, no smoking and a general fire ban from May through October).
4. WDFW staff will inspect trail and habitat conditions on the HWD property from time to time after CPUD and the Commission have approved regulated public recreation is specific parcel.
5. Future events may affect benefits accruing to wildlife from HWD management. WDFW may wish to discuss the situation with CPUD and suggest changes in management recommendations.

Should Commission staff wish to discuss this matter with WDFW, I may be reached at (509) 662-0452 or (509) 679-0655. My email address is: eldredte@dfw.wa.gov. Again, please include this letter in the appropriate Commission record. Thank you for your consideration in this matter.

Yours truly,

_____/S
Tony Eldred
Eastern Mitigation Coordinator
Major Projects Division

cc Greg Jones and Von Pope, CPUD
Gordon Congdon, Exec. Director,

Gary Sprague, MP Section-Olympia
Dennis Beich, Region 2 Asst. Dir.-Ephrata

Honorable Philis J. Posey

Chelan-Douglas Land Trust
Bill Frymire, AAG-Olympia
Curt Leigh, MP Division-Olympia

Matt Monda, Region 2 WPM-Ephrata
Chris Parsons, Region 2 HPM-Ephrata
Beau Patterson, AWB-Wenatchee



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: David Erickson, Parks, Recreation and Cultural Services Director
Jennifer Hadersberger, Director of Stewardship and Trails, CDLT

MEETING DATE: October 10, 2024

I. SUBJECT

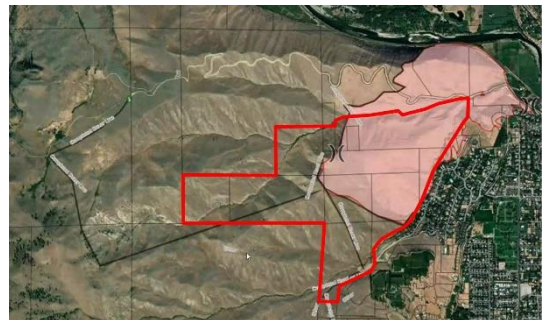
Balsamroot Fire Area Restoration Agreement.

II. ACTION REQUESTED

Motion for the City Council to approve the project agreement for the Balsamroot Fire Restoration with the Chelan Douglas Land Trust and authorize the City Administrator's signature.

III. OVERVIEW

On July 4, 2024, fireworks started a wildfire in the Wenatchee foothills near the Balsamroot trail and Broadview community. Wenatchee Valley Fire District firefighters worked overnight and they were able to extinguish the fire in 24 hours. The burn scar is approximately 305 acres with 175 acres on City of Wenatchee owned land (Foothills North Natural Area outlined in red below) and 130 acres on adjacent private land. While the fire was burning, 3.6 miles (~12' wide, 5.25 acres) of secondary suppression lines were bulldozed on land owned by Chelan Public Utilities District, City of Wenatchee, and Chelan-Douglas Land Trust.





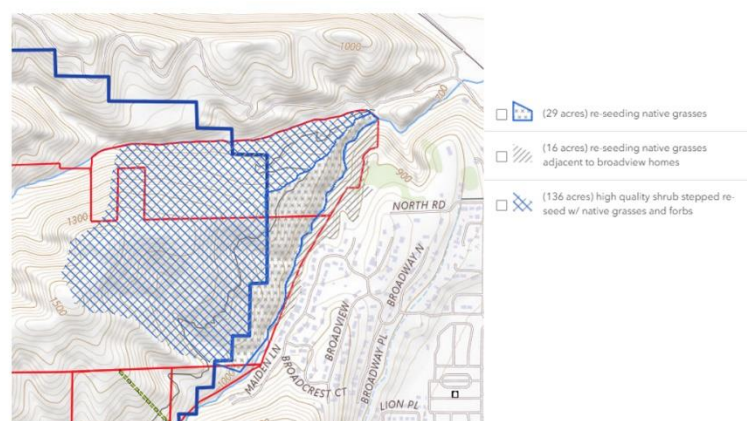
Prior to the 2024 fire, the entire area burned in the 2015 Lower Sleepy Hollow fire and a small portion of the 2012 Wenatchee Complex Fire overlapped with the westernmost portion of the Balsamroot fire. The western and northern portions of the fire area consisted of relatively high-quality shrub-steppe habitat. Much of the shrub component was removed from this landscape during the 2012 fire, however, the non-native vegetation cover is fairly limited, the wildflower diversity remains in moderate to high coverage, and the understory contains native bunch grasses. In fact, 121 acres of this burn scar have been mapped as core priority shrub-steppe habitat by the Washington Shrub-steppe Resiliency and Restoration Initiative meaning that it is some of the highest quality shrub-steppe habitat remaining on the Washington landscape.

The fire burned at a low to moderate intensity removing most of the above-ground vegetation, however, it did not appear to burn very deep into the soil layer. Since there was no State or federal land ownership within the burn scar, there were no formal assessments of fire intensity. Rather, stakeholders have generally agreed that the fire did not appear to burn hot enough to extend deep into the soil layer.

Post fire rehabilitation

From the time of the fire, led by the Chelan Douglas Land Trust and Wenatchee Valley Fire District, agencies including the Washington State Department of Natural Resources, Chelan County PUD, BFI Native Seeds, Washington Mule Deer Association, Washington State Department of Fish and Wildlife, Cascadia Conservation District and the City have been meeting regularly to prepare a restoration and funding plan for the burned areas.

The burn scar has been divided into five zones (see map in the



agreement) based on pre-existing conditions, land ownership, and post-fire recommended rehabilitation actions:

1. Private lands located north of the burn scar
2. Private and public lands located adjacent to the Broadview community
3. Grassland habitat located between the WSRRI Core shrub-steppe area and the drainage swale
4. High-quality shrub-steppe habitat located within the WSRRI core priority mapped area and the north-facing slopes near Horse Lake Road
5. Fire suppression lines outside of the burn scar.

This proposal outlines a post-fire treatment rehabilitation plan for zones 2-5 above.

Zone 2

Zone 2 is approximately 16 acres and since it is located closest to the Broadview community, the post-fire treatment will follow the protocol that Wenatchee Valley Fire District has developed to create a fuel break zone between the shrub-steppe habitat and the adjacent residential area. The Fire District has partnered with BFI native seed on a similar post-fire restoration effort to develop a fuel break area in response to the Methow Street fire. Post-fire restoration efforts in this area will focus on reducing the cover of annual grasses such as cheatgrass before re-seeding with native species. Herbicides will be applied in fall 2024 followed by re-seeding with native species in 2025 or later once the annual grasses have been depleted from this zone. The costs for post-fire rehabilitation outlined below do not cover this zone since it will not be re-seeded in Fall 2024.

Zone 3

Zone 3 (29 acres) is a grassland zone that is an intermediate zone between the high-quality shrub-steppe habitat and the swale below the Broadview community. This grassland area supports some native wildflowers and some native perennial grasses, however, there is also plentiful vegetative cover dominated by non-native species including annual grasses (cheatgrass and bulbous bluegrass), perennial grasses (*Secale cereale*, quack grass, etc.) and other, and non-native forbs (white top, red stem filaree, etc.). CDLT and the City have been spraying white-top in this area to reduce the spread of this noxious weed for several years. The percent cover by non-native species in this area appears to have increased after the 2012 fire. The post-fire re-habilitation goals for this zone are to reduce the cover of annual grasses and establish native bunchgrasses to form a fuel break for the Broadview homes.

Zone 4

Due to the low-moderate burn severity, some perennials are anticipated to re-sprout post-fire in Zone 4 (136 acres). However, due to the recent fires (12 years ago and 9 years ago), the shrub cover is fairly limited in this zone. In addition, the bare ground created by the fire creates a high-light environment that generally favors the establishment of non-native species. Even though we anticipate some native perennials to re-establish in this area, given that this area has experienced 2-3 burns in the last 15 years and we have already observed

increased non-native cover following fires in the foothills, the post-fire re-habilitation goal is to re-establish native plant cover as soon as possible on the bare ground exposed by the fire. Pre-emergent herbicide application in this area would not be appropriate given that this area was dominated by native species before the fire. Aerial re-seeding with native grasses and forbs in Fall 2024 will give native plants the highest chance of re-establishment in this high-quality shrub-steppe habitat that has been designated as a core priority area by WDFW. Phase 2 of this restoration would be to collect sagebrush seed in fall 2024, grow that into plugs, and install those shrub plugs in fall 2025.

Zone 5

There are 3.6 miles of secondary fire suppression lines created by bulldozers that are approximately 12' wide with berms on both sides (approximately 5.24 acres). There are also several wide areas that were bulldozed and these areas were not mapped, however, in total, these are estimated as 2 acres. The bulldozer lines create a weed vector into adjacent high-quality shrub-steppe habitat. For example, the 2015 dozer lines installed at Horse Lake introduced Russian knapweed and white top into an otherwise high-quality area near the Glacier View Trail. The entire area surrounding the secondary suppression lines is mapped as core priority habitat by the WDFW WSRRI program. DNR fire crews will provide some of the initial restoration of these secondary suppression lines, however, depending upon capacity and timing, these crews may not have the capacity to rake out the berms of soil and re-seed with native species. Sometimes the DNR crew work is limited to the installation of water bars and brushy cover.



This plan outlines an enhanced restoration of the secondary suppression lines. The post-fire re-habilitation goal is to rake out the berms on both sides either manually or with equipment and then re-seed these areas with native grasses. Native forbs and shrubs will likely re-seed into these areas from adjacent high-quality habitats. This plan proposes that DNR crews or contractors hired by the CDLT do some of the berm raking and re-seeding with native species on city-owned and Chelan PUD land. This plan will purchase the native seed to spread post-raking.

The seed mixes that are proposed include:

Seed mix 1 Grasses
50% Bluebunch Wheatgrass
10% Needle and Thread Grass
10% Indian Ricegrass
25% Idaho Fescue
5% Sandberg's Bluegrass

Seed mix 2 Grass seed mix w/forbs
40% Bluebunch Wheatgrass
10% Needle and Thread Grass
10% Indian Ricegrass
25% Idaho Fescue
5% Sandberg's Bluegrass
1% Western Yarrow

3% Barestem Biscuitroot
3% Silky Lupine
3% Rubber Rabbitbrush

Post Fire rehabilitation preliminary cost estimates:

Fall 2024

Zone	Item	Cost*	Item	Cost	Total Cost	Funder
Zone 1	Cost not included – Private Property					
Zone 2 +3 (45 acres)	Pre-emergent herbicide application est. as 3 days spray with Woodland plus chemicals				\$15,000	WV Fire Dept funds through CCD
Zone 4 (136 acres)	Seed mix 2	\$86,500	Aerial seeding at \$44.8/acre	\$6,600	\$93,100	WV Fire+CCD 70K WDFW 10k USFWS 13,100
Zone 5 (7.25 acres)	Seed mix 1	\$3,075	WCC crew to rake and re-seed at Horse Lake plus equipment rental and CDLT staff time	\$14,000	\$17,075	DNR
Total cost w/sales tax					\$125,175	

Fall 2025

Zone	Item	Cost*	Item	Cost	Total Cost	Funder
Zone 2+3 (45 acres)	Seed mix 1	\$20,256	Aerial seeding at \$44.8/acre	\$2182	\$22,438	USFWS
Zone 4 (136 acres)	Sage brush plugs		Installation		\$7,500	TBD
Total cost w/sales tax					\$29,938	

The attached agreement authorizes the restoration work to be completed by others on the City property.

IV. FISCAL IMPACT

The anticipated cost breakdown is included in the table above. Currently, there are no costs for the City for the work.

V. PROPOSED PROJECT SCHEDULE

Restoration activities are anticipated to begin by the end of October and continue in the Spring of 2025. See the table above for specifics.

VI. REFERENCE(S)

1. Project Agreement Attached.

VII. ADMINISTRATIVE ROUTING

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

AGREEMENT

This Agreement (“Agreement”) is entered into by and between the City of Wenatchee, a municipal corporation of the State of Washington (hereinafter “City”), Cascadia Conservation District (“hereinafter “District”), and the Chelan Douglas Land Trust, a 501 c 3 municipal corporation of the State of Washington (hereinafter referred to as the “Trust”), collectively referred to herein as the “Parties.”

1. **Purpose and Scope.**

The City, as a part of implementing the adopted Parks and Recreation Plan, desires to work with the District and the Trust to rehabilitate the City-owned Foothills North property after the July 4, 2024 Balsamroot fire. The following actions are proposed (see also Figure 1 attached):

a. Balsamroot Fire Burn Scar (175 acres on City owned land):

i. **The Trust will:**

1. Re-seed 136 acres of the burn scar on City-owned land with native forbs and grasses;
2. Rehabilitate the 0.84 mile secondary fire suppression line. Berms on either side will be raked and the soil surface roughed up to match adjacent grade in order to prepare the area for re-seeding with native grass seed.
3. Coordinate meetings for public and stakeholders as needed to carry out the project;

ii. **The City will:**

1. Participate in coordinating meetings and publicizing the project through City resources;

iii. **The District will:**

1. Spray herbicide across 45 acres (40 on City owned land) to reduce the cover of annual grasses in Fall 2024;
2. Re-seed the 45 acre area with native bunch grasses in Fall 2025.
3. Coordinate meetings for public and stakeholders as needed to carry out the project;

2. **Term.** The Parties agree that the term shall commence on October 1, 2024, and terminate on December 31, 2025.

3. **Payment.**

Work is being funded by the District, WA State Department of Fish and Wildlife, WA Department of Natural Resources, and US Fish and Wildlife Service. The City is not funding the implementation of this project.

4. Mutual Indemnity. The City shall indemnify, defend and hold harmless the Trust, the District, its respective officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of the City, its officers, agents, contractors, and employees, in connection with the work described in this Agreement, or arising out of the City's nonobservance, or nonperformance of any law, ordinance, or regulation applicable to the work.

The Trust and the District shall indemnify, defend and hold harmless the City, its respective officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property, occasioned by any negligent act, omission, or failure of the Trust and the District, its officers, agents, and employees, in connection with the work described in this Agreement, or arising out of the Trust's or District's nonobservance or nonperformance of any law, ordinance, or regulation applicable to the work.

5. Severability. In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All other provisions of this agreement are severable, and the unenforceability or invalidity of any single provision hereof shall not affect the remaining provisions.
6. Mutual Negotiation and Construction. This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party.
7. Governing Law/Venue. This Agreement is governed by the laws of the State of Washington. The jurisdiction of any action hereunder shall be in the Superior Court, Chelan County, Washington.
8. Notice. Any notice required by this Agreement shall be sent to:

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

Chelan Douglas Land Trust
PO Box 4461
Wenatchee, WA 98801

Cascadia Conservation District
1350 McKittrick Street, Ste. B
Wenatchee, WA 98801

12. Co-Administrators. Jennifer Hadersberger, on behalf of the Trust, and David Erickson, on behalf of the City, and Joe Hill, on behalf of Cascadia Conservation District shall act as Co-Administrators, and shall be responsible for the administration of this Agreement.

DATED this ____ day of _____, 2024.

CITY OF WENATCHEE

By _____
MIKE POIRIER, Mayor

DATED this ____ day of _____, 2024.

CHELAN DOUGLAS LAND TRUST

By _____
EUNICE YOUMANS, Director

DATED this 26 day of September, 2024.

CASCADIA CONSERVATION DISTRICT


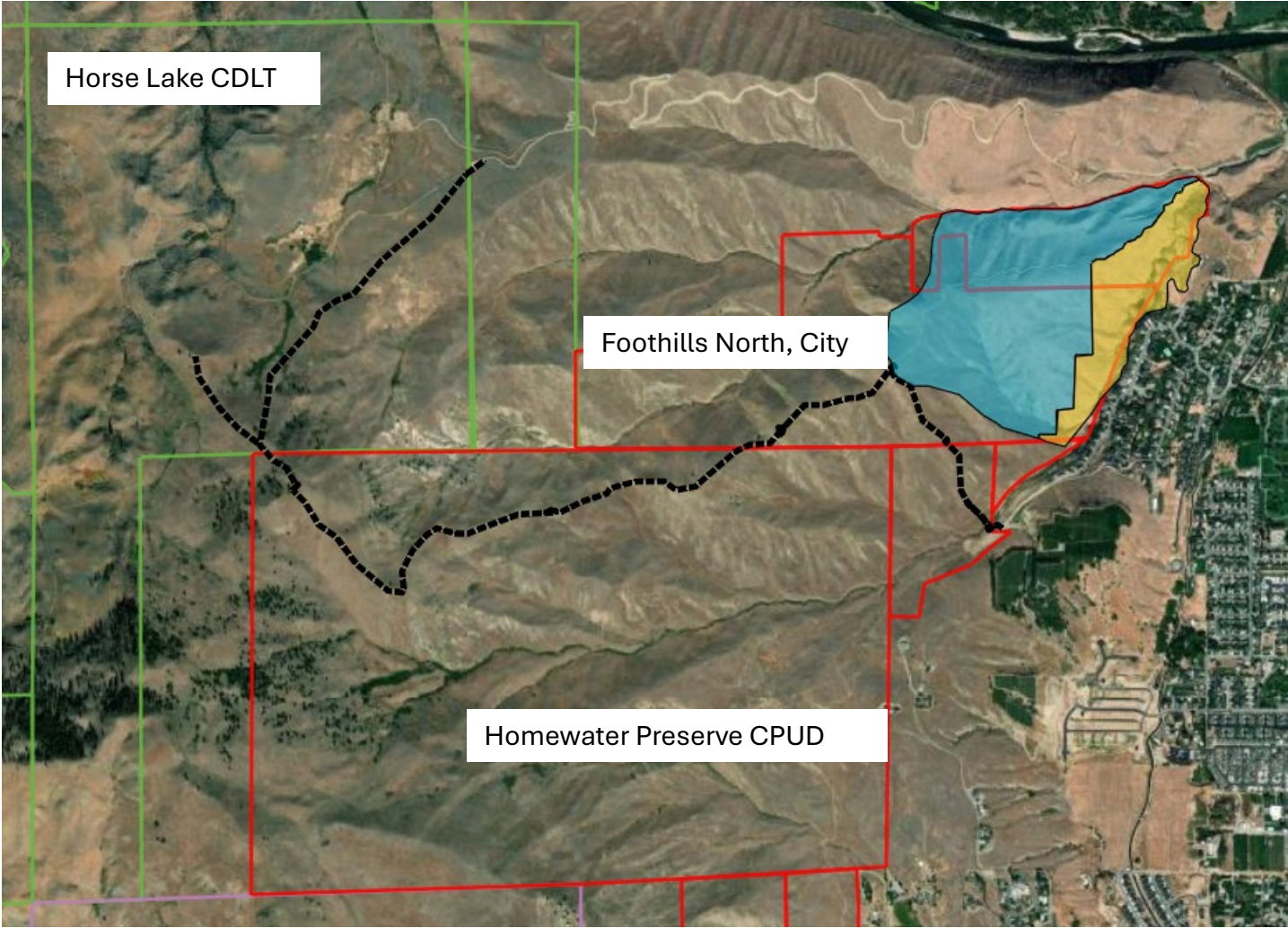
By  _____
RYAN WILLIAMS, Director

Figure 1: Balsamroot Fire Rehabilitation



- Legend:**
- Fall 2024 Re-seeding with native species by CDLT(136 acres)
 - Fall 2024 Herbicide application and Fall 2025 seeding by CCD (45 acres with 40 on City land)
 - Secondary fire suppression line 3.6 miles with .84 miles on City land



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Elizabeth Rossiter, IT Director
Information Technology

MEETING DATE: October 10, 2024

I. SUBJECT

Continued ESRI GIS Mapping Software Support

II. ACTION REQUESTED

Motion for the City Council to authorize the City Administrator to enter into a three-year ESRI agreement, with a 2024 budget impact of \$44,499.20 including tax, and approve annual payments over the term.

III. OVERVIEW

Every three years, the City enters into a software licensing agreement with ESRI. License costs are negotiated under an existing Washington State contract. ESRI does not negotiate with municipalities directly.

The products covered under this agreement are foundational to the development, maintenance and presentation of GIS related data. This includes GIS licensing related to imagery, Asset Management software, GIS cloud storage, online mapping functions (public and staff) and technical support.

The agreement, totaling \$133,497.60 over three years, ensures that ESRI costs remain predictable over the term. The City makes annual payments based on licenses in use.

The previous ESRI agreement totaled \$125,317 and had a 2023 budget impact of \$38,500. The new agreement represents a 6.5% increase in costs to maintain current GIS services.

IV. FISCAL IMPACT

44,499.20 in 2024.

Item included in adopted 2024 budget and sufficient funding is appropriated.

V. PROPOSED PROJECT SCHEDULE

Enter into new agreement by November 11, 2024, at which time, the current agreement expires.

VI. REFERENCE(S)

1. ESRI Quote and Small Enterprise Agreement

VII. ADMINISTRATIVE ROUTING

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



September 6, 2024

Matt Collins
City of Wenatchee
301 Yakima St
Wenatchee, WA 98801-2966

Dear Matt,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: service@esri.com
Attn: Customer Service SG-EA	fax documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Heather Glock



Quotation # Q-508850

Date: September 6, 2024

Customer # 130774 Contract #

City of Wenatchee
Information Systems
301 Yakima St
Wenatchee, WA 98801-2966

ATTENTION: Matt Collins
PHONE:
EMAIL: mcollins@wenatcheewa.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/6/2024 To: 12/5/2024

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$40,900.00	\$40,900.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 2	\$40,900.00	\$40,900.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 3	\$40,900.00	\$40,900.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	\$122,700.00
Sales Tax:	\$10,797.60
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$133,497.60

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Heather Glock	Email: hglock@esri.com	Phone: 909-793-2853 x8948
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____

**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-2)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 100 ArcGIS Online Viewers
 100 ArcGIS Online Creators
 17,500 ArcGIS Online Service Credits
 100 ArcGIS Enterprise Creators
 3 ArcGIS Insights in ArcGIS Enterprise
 3 ArcGIS Insights in ArcGIS Online
 10 ArcGIS Location Sharing User Type Extension (Enterprise)
 10 ArcGIS Location Sharing User Type Extension (Online)
 9 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Elizabeth Rossiter, IT Director
Information Technology

MEETING DATE: October 10, 2024

I. SUBJECT

Backup Infrastructure Replacement and Licensing Agreement with Ivoxy Consulting.

II. ACTION REQUESTED

Motion for the City Council to approve the Ivoxy Professional Installation Services Agreement for the purchase of new backup infrastructure and first year of software licensing in the amount of \$102,039.83 and authorize the City Administrator's signature.

III. OVERVIEW

Backup infrastructure includes the software, hardware and technical support related to backing up and restoring City data. This technology is crucial to ensure that critical data is protected from loss due to system failures, cyberattacks, or human error. The ability to backup and restore City Data is essential for disaster planning and security response.

The City currently pays annual licensing for backup / recovery software but has outgrown the current solution and available backup storage space. The new solution includes storage device, software licensing for one year, and cloud-based archive for improved disaster planning. Software licensing costs for years two and three are included in the quote to ensure that software costs remain predictable over a three-year period. The software licensing and support costs will auto-renew annually. Individual license costs are negotiated under an existing NASPO (National Association of State Procurement Officials) contract.

IV. FISCAL IMPACT

The current IT reserve cash balance is \$177,000. Initial 2024 budget impact will spend down a portion of the IT Fund reserves, which will need to be restored through increased interfund billings in future years. Budget impact over three years:

Year One - \$102,039.83

Year Two - \$59,822.59

Year Three - \$59,822.59

This annual cost is notably higher than the current software cost of \$8200 annually, but unlike the current software, this solution includes a storage device with sufficient room for growth over the next six years.

V. PROPOSED PROJECT SCHEDULE

Purchase hardware and software, support for year one and implementation services in October 2024.

VI. REFERENCE(S)

1. Ivoxy Reseller Quote
2. Ivoxy Professional Installation Services Agreement & Scope of work

VII. ADMINISTRATIVE ROUTING

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



PROPOSAL

Doug Brown
1455 NW Leary Way STE 400
Seattle, WA 98107

(206) 356-5430
(866) 554-0536
doug@ivoxy.com

Prepared For:

City of Wenatchee
301 Yakima St
Wenatchee, WA 98801

Elizabeth Rossitter
(509) 663-0002
erossiter@wenatcheewa.gov

Proposal # KFJMQ17869

Date: 09/11/24
Terms: NET 30
FOB: ORIGIN
Ship Via: STD

Ln #	Qty	Part Number	Description	Unit Price	Ext. Price
1			Rubrik R6410 - 75TB of Useable Capacity		
2	1	RHA-6410S-01	r6410s Appliance, 4-node, 120TB raw HDD, 1.6TB SSD, SFP+ NIC	\$23,847.79	\$23,847.79
3	2	RCA-F3M-CBL-01	Fiber Optic OM3 LC/ LC Cable, 3M, pack of 4	\$66.09	\$132.18
4	2	RCA-SFP-TSR-01	10G/1G Dual Rate SFP+ Transceiver, pack of 4	\$414.02	\$828.04
5			SubTotal		\$24,808.01
6			Hardware Support - 36 Months		
7	36	RS-HW-SVC-PE-S2	Support for R6000S-2 hardware, prepay; Premium support - 36 Months Qty 1 x 36 months = 36	\$249.85	\$8,994.60
8			SubTotal		\$8,994.60
9			Rubrik Foundation Edition - 36 Month Subscription		
10	2,700	RS-BT-FE-PE-PA	Rubrik Foundation Edition; per usable BETB; Premium support; - 36 Months Qty 75TB x 36 months = 2700	\$37.50	\$101,250.00
11			SubTotal		\$101,250.00
12			Rubrik Cloud Vault - 36 Month Subscription		
13	1,980	RS-BT-CVA-PE-PA	Rubrik Cloud Vault - Archive; per BETB; Premium support; pay annual - 36 Months Qty 55 x 36 months = 1980	\$3.55	\$7,029.00
14	3,420	RS-BT-CVB-PE-PA	Rubrik Cloud Vault - Backup; per BETB; Premium support; pay annual - 36 Months Qty 95 x 36 months = 3420	\$15.15	\$51,813.00
15			SubTotal		\$58,842.00

Ln #	Qty	Part Number	Description	Unit Price	Ext. Price
16			Rubrik M365 - 36 Month Subscription		
17	1,800	RS-UR-FE-MDX-PE-PA	One (1) month of Rubrik Foundation Edition for M365 - 50GB for One (1) User and 5GB for Four (4) Users, incl. Premium support, - 36 Months Qty 50 x 36 months = 1800 Standard 50 FEGB - 1 user; 5 FEGB - 4 users	\$2.70	\$4,860.00
18			SubTotal		\$4,860.00
19			Professional Services		
20	1	RA-PS-INST-RMOT	Rubrik Installation Services	\$5,000.00	\$5,000.00
21			SubTotal		\$5,000.00
22			Running SubTotal		\$203,754.61
23			Annual Payment Billing Schedule:		
24	1	PAYMENT 1	Year 1 Payment - includes hardware, hardware support, PS and 1/3 of Subscription Costs + shipping & sales tax	\$93,786.61	\$93,786.61
25	1	PAYMENT 2	Year 2 Payment - 1/3 of Subscription Costs + sales tax	\$54,984.00	\$54,984.00
26	1	PAYMENT 3	Year 3 Payment - 1/3 of Subscription Costs + sales tax	\$54,984.00	\$54,984.00
27			SubTotal		\$203,754.61
28			City of Wenatchee will issue PO to IVOXY for the above total, IVOXY will invoice City of Wenatchee annually based on the above Payment Schedule		
29			Contract Number: 05116		
30			NASPO Master Contract Number: AR2472		

Prices exclude necessary sales tax and shipping charges

This quote is provided based on acceptance of the entire quote as presented. Any revisions to the quote may require items contained in the quote to be revised and the price may change.

IVOXY Consulting quote is good for 30 days from the quote date.

Terms:

1. FOB shipping point. (Shipping costs, including insurance, will be prepaid and billed, unless otherwise specified).
2. Payment terms are subject to IVOXY Consulting credit approval, not to exceed 30-days

Notes:

1. Hardware and software components are sold subject to manufacturers' written warranties. No other warranties are expressed or implied by IVOXY Consulting.
2. Installation and maintenance services are not included, unless specifically quoted, and described in specific Statement of Work.
3. Any delay of specified installation and/or integration services shall not delay payment of invoice in accordance with terms as quoted herein.
4. Prices do not include any applicable taxes.

the data availability people

**Professional Services Statement of Work:
Rubrik Deployment & Migration Services**

Prepared for: City of Wenatchee
Project ID: 20240919-34984
Prepared on: September 19, 2024



IVOXY Proposal Team

Your IVOXY Team

name	title	phone	e-mail
Matt Yette	Director of Technology	425.681.3258	matt.yette@ivoxy.com
Dan Stoecker	Project Manager	206.707.2195	dan@ivoxy.com
Terri Hartzell	Project Coordinator	425.518.9737	terri@ivoxy.com
Doug Brown	Account Manager	206.356.5430	doug@ivoxy.com

Revision History

revision	date	editor	notes
1.0	9/19/2024	Matt Yette	Initial draft
1.1	9/19/2024	Terri Hartzell	Reviewed SOW
1.2	9/19/2024	Doug Brown	Approved SOW

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Table of Contents

- The IVOXY Approach.....4**
- Project Details5**
 - Executive Summary 5
 - Business Objectives* 5
 - Deliverables*..... 5
 - Planning..... 6
 - Design 6
 - Implementation..... 6
 - Environment Discovery*..... 6
 - CDM Appliance Installation – Wenatchee* 6
 - Rubrik CDM Configuration* 7
 - Veeam Environment Migration*..... 7
 - Rubrik for M365 Deployment*..... 7
- Project Agreements8**
 - Prerequisites..... 8
 - Assumptions 8
 - Work Locations and Hours of Operation 8
 - Project Change Requests..... 8
- Professional Services Cost Estimate9**
 - Acceptance of Terms..... 10
- Appendix A: Terms and Conditions11**
- Appendix B: Project Change Request13**

The IVOXY Approach

Educate

Sharing knowledge with our customers

Assess

Helping customers with their current environment

Architect

Designing solutions for the future

Implement

Integrating solutions using industry best practices

Manage

Proactive oversight and additional helping hands

Project Details

IVOXY Consulting, INC. (“IVOXY”) is pleased at the opportunity to expand their relationship with City of Wenatchee by providing this Statement of Work (“SOW”) for a customized professional services engagement. This document identifies the project scope, requirements, delivery approach, and pricing for the proposed engagement.

Executive Summary

City of Wenatchee has requested assistance from IVOXY Consulting with configuring and deploying a new Rubrik Backup appliance and integrating it in their environment.

Business Objectives

The business objectives of this project are as follows:

- Deploy Rubrik CDM & Rubrik Security Cloud and integrate with City of Wenatchee environment.
- Configure M365 Protection via Rubrik Security Cloud.
- Migrate Veeam-protected workloads to Rubrik.

Deliverables

The following deliverables are included as part of this work:

- Daily Project updates

Project Details

Planning

- Project kickoff meeting:
 - Review high level project plan.
 - Review communication plan.
 - Identify and allocate resources to the project.
 - Identify critical blackout and milestone dates.
 - Review of tasks and dependencies.
- Review of business requirements.
- Walk-through/review of existing infrastructure.

Design

- IVOXY will provide the Rubrik installation checklist during the kickoff call and requires it to be filled out prior to project commencement.
- IVOXY is available to assist with the completion of this document.

Implementation

Environment Discovery

- Discover City of Wenatchee environment for successful implementation:
 - VMware:
 - The Rubrik appliances must be able to communicate with all vCenter and ESXi servers and virtual machines that are to be backed up.
 - Network and Security:
 - The data/management ports (Bond0) support an active/passive setup. Rubrik does not support Link Aggregation Group (LAG) currently.
 - If firewalls are present between the Rubrik appliances and vCenter/ESXi hosts, ensure the appropriate ports are open.
- Establish Rubrik Security Cloud & M365 tenant administrative access.

CDM Appliance Installation – Wenatchee

- r6410 Deployment:
 - Work with City of Wenatchee to establish the optimal physical and logical locations for the Rubrik appliances, including:
 - Physical rack locations and layout
 - Logical VLAN assignment for Rubrik to communicate with vCenter, ESXi hosts, and physical machines to be backed up
 - Rack & Stack Rubrik r6410 appliance.
 - Cable power and networking appropriately.
 - Perform pre-bootstrap networking checks.
 - Bootstrap the Rubrik cluster.
 - Link with Rubrik Security Cloud.
 - Perform post-bootstrap configurations:
 - Upgrade the Rubrik cluster to the latest build.
 - Add one or more vCenter servers.
 - Ensure that the support tunnel functionality is working as expected.
 - Configure link to Rubrik Cloud Vault for archival.

Project Details

Rubrik CDM Configuration

- Configure, demonstrate, document, and educate City of Wenatchee IT staff on SLA-based data protection.
 - How to protect workloads
 - VMware Virtual Machines
 - Physical machines
 - Microsoft SQL Server
 - NAS File Shares
 - Replication and/or archival
 - Configure replication between both Rubrik clusters.
 - Configure up to three initial SLA policies.
- Validate the key areas of Rubrik leveraging a test SLA / VM:
 - VM / Folder visibility.
 - Create one or more SLA domains and protect one or more VMs.
 - Ensure that a test backup job completes successfully.
 - Test VM / file search
 - Recovery:
 - Instant Recovery
 - Live Mount
 - Export
 - Single File Restore

Veeam Environment Migration

- Create SLA(s) in Rubrik Security Cloud to meet City of Wenatchee policy requirements.
- Deploy Rubrik Backup Service (RBS) agents to File Servers & SQL Servers.
 - Configure SQL Servers with appropriate service account for SQL Backup Access.
- Assign Virtual Machines & RBS-based VMs to the appropriate SLAs.
 - Disable Veeam jobs once migrated to Rubrik.

Rubrik for M365 Deployment

- Establish access to Rubrik Security Cloud.
- Add M365 Enterprise Applications for all services:
 - Exchange
 - Sharepoint
 - OneDrive
 - Teams
- Review out-of-box SLAs and determine if they meet requirements.
 - Create new SLA(s) if necessary.
- Apply SLA(s) to tenant.

Education

- Complete a review of the implementation with City of Wenatchee IT staff.
- Troubleshooting tips.
- Q&A

Project Details

Prerequisites

- For engagement activities that occur onsite at City of Wenatchee locations, IVOXY expects City of Wenatchee to make reasonable facilities accommodations for our project teams at these locations. These accommodations will include a desk or cubicle and shared access to a laser printer, copier, and conference room facilities, with network access to the infrastructure being reviewed.
- If any work is required to be done remotely, a method for IVOXY to access the network remotely will be provided using either via Zoom (or similar product), or VPN, depending on availability.
- City of Wenatchee IT staff will provide or create credentials required for accessing key areas of infrastructure as part of this SOW.

Assumptions

- City of Wenatchee shall assign a single point of contact within the company.
- It is assumed that all infrastructure devices being implemented as part of this Statement of Work are covered under a valid support contract.
- Hardware and software bugs potentially encountered during this project could affect the scope of work. IVOXY will notify City of Wenatchee IT staff as soon as possible, should this occur.
- City of Wenatchee is responsible for, and assumes all risk associated with problems resulting from the content, completeness, accuracy, and consistency of any data, materials, or information supplied by City of Wenatchee.
- All engagements require the scheduling and coordination of consulting resources. Some deliverables will require peer review before final submission to the customer.

Work Locations and Hours of Operation

- Work will be completed at the customer's location in Wenatchee, WA or remotely where feasible.
- Work will be scheduled between the hours of 8:00am and 5:00pm weekdays.
- After-hours work, if required, will be scheduled upon implementation of a mutually agreed-upon after-hours plan.
- This Statement of Work assumes 1 mobilization to Wenatchee, WA. Additional mobilizations may require a Project Change Request.

Project Change Requests

Should City of Wenatchee require changes to the size, scope, and/or requirements details in this SOW, City of Wenatchee must complete a Change Request Form, as provided in this document. These changes may impact time and cost of the implementation. The appropriate Change Control authority, as determined by City of Wenatchee, must approve these requests. Change Request forms should be submitted to your IVOXY Project Manager.

Professional Services Cost Estimate

Resource	Cost
Senior Consultant	\$7,500
Project Management included	
Project Total:	\$7,500

Pricing Notes:

- This estimate is offered as a fixed bid.
- This statement of work estimate is valid for (90) days from September 19, 2024.
- Projects will be invoiced monthly for work completed.
- Onsite work will be scheduled in full day increments.
- Remote work will be scheduled in half day increments.
- The date the Statement of Work is signed by City of Wenatchee is the effective date.
- A signed Statement of Work that has not been scheduled within (90) days of the effective date may be cancelled by either party.
- IVOXY reserves the right to modify rates if the project has not commenced within (90) days of the effective date of this SOW or if the project activity is not in accordance with the agreed upon work.
- IVOXY reserves the right to modify rates on any Project Change Request (PCR).
- IVOXY Consulting requires advance notice of any cancellations or changes to a confirmed project schedule. Cancellations made within five business days may incur a charge of \$2,000 per day.
- Travel expenses (airfare, mileage, hotel, and meals, etc.) will be billed at actual costs and may be on a separate invoice.

Acceptance of Terms

By signing below, City of Wenatchee accepts the scope (work to be performed), terms, conditions, and negotiated rates set forth by IVOXY Consulting, INC. and its partners.

City of Wenatchee Acceptance

Printed Name: _____

Title: _____

Date: _____

Signature: _____

IVOXY Consulting, INC. Acceptance

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Upon receipt of an authorized signature, IVOXY will schedule the implementation and commence the outlined project.

Terms and Conditions

1. Payment terms are due on receipt, unless agreed upon by both parties.
2. Objective and Scope of Delivery Statement: The estimated time of application/services delivery is based on the best knowledge that IVOXY CONSULTING, INC. can gather at the time of generating this Statement of Work ("SOW"). If additional requirements are introduced, additional time may be required to complete the project. In some circumstances, the additions may be considered out-of-scope, and the project will need to be reassessed. Any additions or deletions to this SOW must be reviewed and approved by both IVOXY CONSULTING, INC. and the CLIENT prior to any changes being made.
3. IVOXY CONSULTING, INC. warrants that, provided CLIENT complies with any obligations set forth herein, the Services set forth in the SOW will conform to the requirements set forth in this SOW and will be performed promptly, with diligence and in a competent and professional manner, consistent with industry standards reasonably applicable to such Services, and in accordance with the description of the Services set forth on this SOW.
4. IVOXY CONSULTING, INC.'s sole liability for any claims or any loss, cost, damage or expense relating to or arising out of this SOW for any reason other than IVOXY CONSULTING, INC.'s gross negligence or intentional misconduct, shall be for CLIENT's actual direct damages up to the amount that IVOXY CONSULTING, INC. has actually received from CLIENT as payment for the Services, regardless of whether such claim, loss, damage or expense is for or arises out of breach of contract, or warranty, tort, failure of essential purpose, strict liability or otherwise. IN NO EVENT SHALL IVOXY CONSULTING, INC. BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, EVEN IF IVOXY CONSULTING, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IVOXY CONSULTING, INC. IS NOT RESPONSIBLE FOR ANY DAMAGES CAUSED BY THE FAILURE OF CLIENT OR ITS AFFILIATES TO PERFORM THEIR RESPONSIBILITIES. UNDER NO CIRCUMSTANCES SHALL CLIENT HAVE ANY RIGHT OF CLAIM AGAINST ANY OF IVOXY CONSULTING, INC. PRINCIPALS OR EMPLOYEES WITH RESPECT TO THE SERVICES OR OTHER ITEMS PROVIDED PURSUANT TO THIS AGREEMENT, EXCEPT FOR THEIR OWN INTENTIONAL MISCONDUCT. THE LIMITATION OF LIABILITY INCLUDED IN THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. The foregoing limitations of liability shall also apply to and be on behalf of IVOXY CONSULTING, INC.'s suppliers and subcontractors.
5. EXCEPT AS EXPRESSLY SET FORTH HEREIN, IVOXY CONSULTING, INC. DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER STATUTORY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE PROVISIONS OF THE SERVICES PURSUANT TO THIS STATEMENT OF WORK, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OF REASONABLE CARE, OF RESULTS, OF LACK OF NEGLIGENCE, OF NON-INTERRUPTION OR LOSS OF DATA, OF NON-INFRINGEMENT, OR OF ACCURACY OR COMPLETENESS OF RESPONSES.
6. CLIENT shall indemnify and hold harmless IVOXY CONSULTING, INC., and each of its directors, officers, employees, and agents, from and against all liability, loss, cost, damage or expense, including, but not limited to, lost profits, lost savings or other incidental or consequential damages, arising out of or in connection with this SOW, for any reason other than IVOXY CONSULTING, INC.'s gross negligence or intentional misconduct. CLIENT shall indemnify and hold harmless IVOXY CONSULTING, INC., and each of its directors, officers, employees and agents, from and against any costs or expenses, including, but not limited to, attorney's fees, incurred in the defense of any

Terms and Conditions

actual, threatened or potential claim, action or other proceeding arising out of or in connection with this SOW, for any reason other than IVOXY CONSULTING, INC.'s gross negligence or intentional misconduct, whether such actual, threatened or potential claim, action or other proceeding is based on contract, tort or other principle of law or equity.

7. The above stated costs are based on standard business hours of 8 am to 5 pm Pacific Time Monday through Friday, unless otherwise noted. Consulting services outside standard business hours are subject to the following adjustments:
 - a. After hours support will be assessed at time and a half for services provided outside 8:00 am to 5:00 pm Monday through Friday and during the hours of 8:00 am to 5:00 pm Saturday, unless previously agreed upon.
 - b. All support performed on Sundays, holidays, and after-hours Saturdays will be assess at double time, unless previously agreed upon.
8. Prices do not include any applicable taxes. Taxes on Professional Services shall be included on invoices when applicable.
9. Remit payments to:

IVOXY Consulting, INC.
Dept. 705
P.O. Box 509017
San Diego, CA 92150

Acknowledgement of Terms and
Conditions:

Project Change Request

IVOXY Project Number:	[Project ID]	Change Number:	
Customer PO Number:		Date of Request:	
Requested By:		Presented To:	

Description of Change:

Reason for Change:

Estimated Time and Materials Costs

Resource	Days	Rate	Cost
Senior Consultant (Business Hours)			
Senior Consultant (After-Hours)			
Project Manager			
Estimated Total:			

City of Wenatchee

Printed Name: _____

Title: _____

Date: _____

Signature: _____

IVOXY Consulting, INC.

Printed Name: _____

Title: _____

Date: _____

Signature: _____



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Donald Nelson, Sr. Project Engineer
Ryan Harmon, Engineering Services Manager
Public Works Department

MEETING DATE: October 10, 2024

I. SUBJECT

City Project 2302 – Worthen Street Trail Improvements Project
Authorization to Award Construction Contract

II. ACTION REQUESTED

Motion requested for City Council to award the construction contract for the Worthen Street Trail Improvements Project, City Project 2302, to the lowest responsive bidder and authorize the City Administrator to sign the contract documents.

III. OVERVIEW

In March of 2022, the City received a \$600,000 Complete Streets grant from the Washington State Transportation Improvement Board (TIB). As a part of the application process, the City submitted a work plan indicating how it proposed to spend potential grant money. One of the projects identified on the work plan was to enhance the Apple Capital Recreation Loop Trail between Thurston Street and Hale Park where it runs adjacent to Worthen Street.

This project will enhance the Apple Capital Recreation Loop Trail on Worthen Street between Hale Park and Thurston Street by adding illumination, channelization and creating physical separation from the vehicular travel lane by relocating spans of the trail further from the road in select locations.

The engineer's estimate for the project was \$368,000.00. The project was advertised on September 20, 2024 and the Bid opening was on October 4, 2024. The Lowest Responsive Bid is KRCI LLC in the amount of \$345,502.50.

IV. FISCAL IMPACT

The current project budget is \$465,000 inclusive of design, right-of-way and construction.

V. PROPOSED PROJECT SCHEDULE

The construction contract includes 30 working days. Work is anticipated to begin the end of October, through November (weather dependent) and conclude in the spring of 2025.

VI. REFERENCE(S)

1. TIB Complete Streets Workplan
2. Capital Project Budget
3. Bid Tab

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Laura Gloria, Executive Services Director
Brad Posenjak, Finance Director
Tom Wachholder, Public Works Director
Jake Lewing, City Engineer
Nataliann Tutino, Sr. Financial Analyst
Anna Carr, PW Administrative Assistant



Transportation Improvement Board Complete Streets Work Plan

Agency WENATCHEE

Agency Contact Gary Owen

Phone 509-888-3204 Email gowen@wenatcheewa.gov



Total Work Plan Complete Streets Funding \$600,000

Proposed Work Item	Description	Complete Streets Funding	Estimated Completion Year
High Pedestrian Use Areas - Construct Sidewalks	Construct sidewalk on streets where no sidewalk currently exists, prioritize locations based on Link Transit rider data and proximity to schools, parks, grocery stores, etc.	\$ 185,000	2024
Pedestrian Master Plan	Utilize data gathered from public outreach efforts performed in 2018 to finalize development of Pedestrian Master Plan.	\$ 50,000	2023
Bicycle Infrastructure, Delineation, and Channelization Improvements	Re-channelize Cherry Street to add bike lanes in conjunction with 2022 Paving Project. Fill in existing bike-lane gap on Maple Street from Gabriella to Western Ave. Purchase/install new bike racks. identify locations for bicycle detection marking at existing signals. Install bicycle wayfinding signs throughout the City. Install bicycle video detection at signal on First and Miller	\$ 90,000	2024
Worthen Street Pedestrian and Bicycle Improvements	Enhance channelization, ped/bike delineation, and add illumination to a 2,500-ft length of Worthen Street from Thurston St to the Hale Skate Park parking lot, where the Apple Capital Recreational Loop Trail runs along the shoulder of the existing vehicle traveled way.	\$ 215,000	2023
Okanogan/Orondo Bulb Out and Rechannelization	Implement recommendations from the Complete Streets Leadership Academy Demonstration Project Pop-up event at intersection of Okanogan, Methow, and Orondo Avenue to address pedestrian and bicycle connectivity, in conjunction with 2022 Paving Project.	\$ 60,000	2022

Work must be completed within three years of board approval or funds will be returned. All work plan items must be completed before agency is eligible for future nominations.

Agency Certification

Certification is hereby given that the proposed work plan represents projects that support and reflect our commitment to the Complete Streets ordinance and ethic.

Signature of Authorized Agency Official

Gary Owen, City Engineer

Agency Official Name & Title

2/16/2022

Date

TIB Approval

Project Engineer Review

Date 2/25/22

Executive Director

Date 3-29-2022



Capital Project Budget

Date: September 29, 2023 Project Number: 2302

Project Name: Worthen Street Trail Improvements Dept/Category: Public Works - Street

Project Description: This project will enhance the Apple Capital Recreation Loop Trail on Worthen Street between Hale Park and Thurston Street by adding illumination, channelization and creating physical separation from the vehicular travel lane by relocating spans of the trail further from the road in select locations.

Project Lead:	Ryan Harmon	Start Year:	2023
Assigned Department:	Public Works	End Year:	2024
Original Project Budget:	\$215,000	Total City Funding:	\$250,000
Budget Amendment:	\$250,000	Other Funding:	\$215,000

Project Notes:
The "Original Budget" is based on the adopted 2023 City Budget. Amended numbers are based on scope adjustments following alternative analysis.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2024	2025	2026+	
Design Engineering	33,000	5,900	24,900	14,000			38,900
Right of Way Acquisition	-		-				
Construction Contract	165,000	219,900	-	384,900			384,900
Construction Engineering	17,000	21,700	-	38,700			38,700
Art Fund	-	2,500		2,500			2,500
Total Project Expenditures	215,000	250,000	24,900	440,100			465,000

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2024	2025	2026+	
Fund:	301 - REET 1	-	250,000		250,000			250,000
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
TIB Complete Streets		215,000		24,900	190,100			215,000
Total Project Revenues		215,000	250,000	24,900	440,100			465,000

Approved by City Council: _____ Date _____

LOWEST RESPONSIVE BIDDER

Item No.	Description	Qty	Unit	Engineer's Estimate		24-7 Property Maintenance LLC		J.M. Pacific Construction Inc		Hurst Construction LLC		Rudnick & Sons Excavation		Selland Construction Inc.		KRCI LLC		
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price
1	MINOR CHANGE	1	CALC.	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
2	ROADWAY SURVEYING	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
3	RECORD SURVEYING (MINIMUM BID \$1000.00)	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
4	SPCC PLAN	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,250.00	\$ 1,250.00	\$ 250.00	\$ 250.00	\$ 1,800.00	\$ 1,800.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
5	MOBILIZATION	1	L.S.	\$ 48,000.00	\$ 48,000.00	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 28,000.00	\$ 28,000.00	\$ 17,000.00	\$ 17,000.00	\$ 39,000.00	\$ 39,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
6	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	\$ 35,000.00	\$ 35,000.00	\$ 77,500.00	\$ 77,500.00	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00	\$ 5,000.00	\$ 5,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00
7	CLEARING AND GRUBBING	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ 2,500.00	\$ 2,500.00	\$ 7,000.00	\$ 7,000.00	\$ 15,000.00	\$ 15,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00
8	SAW CUTTING	1997	L.F.	\$ 5.00	\$ 9,985.00	\$ 2.00	\$ 3,994.00	\$ 5.00	\$ 9,985.00	\$ 2.00	\$ 3,994.00	\$ 2.10	\$ 4,193.70	\$ 3.00	\$ 5,991.00	\$ 2.50	\$ 4,992.50	\$ 4,992.50
9	ROADWAY EXCAVATION INCL. HAUL	376	C.Y.	\$ 50.00	\$ 18,800.00	\$ 18.00	\$ 6,768.00	\$ 60.00	\$ 22,560.00	\$ 60.00	\$ 22,560.00	\$ 50.00	\$ 18,800.00	\$ 200.00	\$ 75,200.00	\$ 95.00	\$ 35,720.00	\$ 35,720.00
10	CONSTRUCTION GEOTEXTILE FOR SEPARATION	913	S.Y.	\$ 5.00	\$ 4,565.00	\$ 10.00	\$ 9,130.00	\$ 15.00	\$ 13,695.00	\$ 12.00	\$ 10,956.00	\$ 7.00	\$ 6,391.00	\$ 5.00	\$ 4,565.00	\$ 6.00	\$ 5,478.00	\$ 5,478.00
11	CRUSHED SURFACING TOP COURSE	229	TON	\$ 60.00	\$ 13,740.00	\$ 80.00	\$ 18,320.00	\$ 75.00	\$ 17,175.00	\$ 240.00	\$ 54,960.00	\$ 100.00	\$ 22,900.00	\$ 150.00	\$ 34,350.00	\$ 130.00	\$ 29,770.00	\$ 29,770.00
12	COMMERCIAL HMA	96	TON	\$ 320.00	\$ 30,720.00	\$ 250.00	\$ 24,000.00	\$ 210.00	\$ 20,160.00	\$ 240.00	\$ 23,040.00	\$ 230.00	\$ 22,080.00	\$ 225.00	\$ 21,600.00	\$ 250.00	\$ 24,000.00	\$ 24,000.00
13	COLD MIX ASPHALT	96	TON	\$ 500.00	\$ 48,000.00	\$ 300.00	\$ 28,800.00	\$ 250.00	\$ 24,000.00	\$ 400.00	\$ 38,400.00	\$ 320.00	\$ 30,720.00	\$ 100.00	\$ 9,600.00	\$ 20.00	\$ 1,920.00	\$ 1,920.00
14	SOIL RESIDUAL HERBICIDE	840	S.Y.	\$ 1.00	\$ 840.00	\$ 0.75	\$ 630.00	\$ 4.50	\$ 3,780.00	\$ 8.00	\$ 6,720.00	\$ 1.80	\$ 1,512.00	\$ 1.00	\$ 840.00	\$ 1.00	\$ 840.00	\$ 840.00
15	ADJUST MONITORING WELL FRAME AND COVER	3	EACH	\$ 800.00	\$ 2,400.00	\$ 1,200.00	\$ 3,600.00	\$ 1,500.00	\$ 4,500.00	\$ 800.00	\$ 2,400.00	\$ 800.00	\$ 2,400.00	\$ 700.00	\$ 2,100.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00
16	ADJUST MANHOLE FRAME AND COVER	5	EACH	\$ 600.00	\$ 3,000.00	\$ 300.00	\$ 1,500.00	\$ 1,000.00	\$ 5,000.00	\$ 800.00	\$ 4,000.00	\$ 550.00	\$ 2,750.00	\$ 1,000.00	\$ 5,000.00	\$ 750.00	\$ 3,750.00	\$ 3,750.00
17	EROSION CONTROL AND WATER POLLUTION PREVENTION	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 3,000.00	\$ 3,000.00	\$ 250.00	\$ 250.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
18	INLET PROTECTION	3	EACH	\$ 200.00	\$ 600.00	\$ 500.00	\$ 1,500.00	\$ 125.00	\$ 375.00	\$ 100.00	\$ 300.00	\$ 55.00	\$ 165.00	\$ 50.00	\$ 150.00	\$ 100.00	\$ 300.00	\$ 300.00
19	SILT FENCE	1672	L.F.	\$ 8.00	\$ 13,376.00	\$ 10.00	\$ 16,720.00	\$ 15.00	\$ 25,080.00	\$ 8.00	\$ 13,376.00	\$ 3.00	\$ 5,016.00	\$ 4.25	\$ 7,106.00	\$ 8.50	\$ 14,212.00	\$ 14,212.00
20	FLEXIBLE GUIDE POST	25	EACH	\$ 100.00	\$ 2,500.00	\$ 85.00	\$ 2,125.00	\$ 250.00	\$ 6,250.00	\$ 155.00	\$ 3,875.00	\$ 110.00	\$ 2,750.00	\$ 175.00	\$ 4,375.00	\$ 120.00	\$ 3,000.00	\$ 3,000.00
21	ILLUMINATION SYSTEM	1	L.S.	\$ 101,000.00	\$ 101,000.00	\$ 120,000.00	\$ 120,000.00	\$ 165,000.00	\$ 165,000.00	\$ 195,000.00	\$ 195,000.00	\$ 130,000.00	\$ 130,000.00	\$ 150,000.00	\$ 150,000.00	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00
22	PLASTIC WIDE LANE LINE	331	L.F.	\$ 6.00	\$ 1,986.00	\$ 12.00	\$ 3,972.00	\$ 20.00	\$ 6,620.00	\$ 13.00	\$ 4,303.00	\$ 8.00	\$ 2,648.00	\$ 13.50	\$ 4,468.50	\$ 10.00	\$ 3,310.00	\$ 3,310.00
23	QUARRY SPALLS	267	TON	\$ 50.00	\$ 13,350.00	\$ 42.00	\$ 11,214.00	\$ 80.00	\$ 21,360.00	\$ 190.00	\$ 50,730.00	\$ 85.00	\$ 22,695.00	\$ 115.00	\$ 30,705.00	\$ 130.00	\$ 34,710.00	\$ 34,710.00
TOTAL BID AMOUNTS				\$370,862.00	\$400,273.00	\$472,290.00	\$534,614.00	\$354,820.70	\$432,550.50	\$345,502.50								



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Laura Gloria, City Administrator
Mayor's Office

MEETING DATE: October 10, 2024

I. SUBJECT

Cascade Public Infrastructure Fund Grant Interlocal Agreement between Chelan County and City of Wenatchee for the Wenatchee Avenue Utilities Project

II. ACTION REQUESTED

Motion for the City Council approve the Cascade Public Infrastructure Fund Grant Interlocal Agreement between Chelan County and City of Wenatchee for the Wenatchee Avenue Utilities Project and authorize the City Administrator's signature

III. OVERVIEW

RCW 82.14.390 established a rural counties public facilities sales and use tax. Established by the Chelan County Board of Commissioners in 2021, the Cascade Public Infrastructure Fund (CPIF) is funded by the sales and use tax as a grant program for public facility projects serving economic development in Chelan County. Local government entities, junior taxing districts and "qualifying providers" as defined in RCW 82.14.370 located within Chelan County are eligible to apply for a CPIF grant. The City applied for funding from the CPIF grant program for the "Wenatchee Avenue Utilities" project which will upgrade the existing utilities on Wenatchee Avenue between Orondo and Kittitas and Kittitas street from Mission to Columbia in an aligned effort with the Weidner redevelopment and streetscape projects. The CPIF request will reimburse the City with up to \$400,000 towards this work.

IV. FISCAL IMPACT

The proposed Agreement will provide funding of up to \$400,000 toward the project.

V. PROPOSED PROJECT SCHEDULE

The project will begin design early next year and commence construction in 2026.

VI. REFERENCE(S)

1. Cascade Public Infrastructure Fund Grant Interlocal Agreement

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Tom Wachholder, Public Works Director
Brad Posenjak, Finance Director

Chelan County Contract No. 2024-5

Cascade Public Infrastructure Fund Grant Interlocal Agreement

I PARTIES

This Agreement is made by and between **Chelan County** (hereinafter referred to as **the County**), having its business address at 400 Douglas Street, Suite 201, Wenatchee, Washington, 98801, and **CITY OF WENATCHEE** (hereinafter referred to as **Grantee**), having its business address at 301 Yakima St., Wenatchee WA 98801

II TERM

This Agreement takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments required under Section V, MUTUAL CONSIDERATION, have been made or until terminated as provided for in Section VIII, TERMINATION, but in no event shall the term of this agreement exceed December 31, 2025.

III PURPOSE

The purpose of this Agreement is to provide funding support for **Wenatchee Ave. Utilities** (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure development. These funds will be used to complete the Project as outlined in the Cascade Public Infrastructure Fund (CPIF) Grant Program Application as attached (Attachment B).

IV RECITALS

The Parties make this Agreement based on and in recognition of certain relevant facts and circumstances including:

A. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Chelan County Code CCC 1.71.010 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Distressed Counties Tax Fund, now known as Rural Counties Tax Fund.

B. The Grantee intends to construct the Project. The Project, if constructed, will be partially funded by a **\$400,000 grant from the Chelan County Rural Counties Tax Fund**, and the balance of the Project will be funded by the Grantee and other sources as outlined in Attachment B. The Project improvements, when complete, will be owned and maintained by the Grantee.

C. RCW 82.14.370 was adopted to serve the goals of promoting the ongoing

operation of business in rural distressed areas, promoting the expansion of existing businesses in rural distressed areas, attracting and developing new businesses, and providing family wage jobs and the development of communities of excellence in such areas. The parties expect the Project to further these goals.

D. RCW 82.14.370 defines public facilities to include bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, or commercial infrastructure, and port facilities in the state of Washington or affordable workforce housing infrastructure or facilities.

E. Chelan County created the Cascade Public Infrastructure Fund (CPIF) Advisory Committee to;

- i. Review applications for grants from the Rural Counties Tax Fund.
- ii. To make a recommendation to the Board of Commissioners on which projects to grant fund from the Rural Counties Tax Fund based on a commitment of other project funds, the potential for job creation and/or retention, the creation of affordable housing units and other factors.

F. The CPIF Advisory Committee has reviewed the application for Rural Counties Tax Funds, also known as Cascade Public Infrastructure Grant Funds, and has recommended approval to the Chelan County Board of Commissioners.

G. Specifically, the CPIF Advisory Committee has recommended this Project application be approved for a grant. A copy of the CPIF application for this Project is attached to this Agreement as Attachment B and incorporated herein.

H. The Chelan County Board of Commissioners reviewed the recommendation and the application and approved a grant to the Grantee from the Rural Counties Tax Fund in the amount of **\$400,000**, total.

I. The Chelan County Rural Counties Tax Fund balance is sufficient to make the requested grant to the Project.

J. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

V MUTUAL CONSIDERATION

The parties do not intend to create any new or separate legal or administrative entity by this Agreement but intend for this mutual Agreement to govern the County's financial support for the Project. The terms and conditions contained herein reflect the voluntary participation of the parties.

A. **GRANTEE RESPONSIBILITIES:** The Grantee hereby agrees as follows:

- (i) If after the award of the construction contract, the scope of the Project or the Project budget has changed, the Grantee shall provide the County the following updated documents: 1) an updated detailed description of the Project; 2) a Project budget itemizing the changes together with the

estimated cost of the changes; and 3) a schedule showing sources and uses of funding for the Project, if any of the aforementioned documents varies from those that were submitted with the Grantee's application for CPIF funding. In no case shall the County pay an amount greater than the grant amount of \$400,000.

- (ii) The Grantee shall be responsible for all aspects of the design and construction of the Project.
- (iii) The Grantee shall be responsible for all aspects of the project construction contract administration, which shall include, but not be limited to, advertising, bidding, and awarding the contract. The Grantee will comply with all applicable laws, rules and regulations relating to bidding the Project. The County shall have no responsibility for the Project other than the funding set forth herein.
- (iv) The Grantee shall provide the County with a final report showing the actual cost of the Project and the actual sources and uses of funding for the Project.

B. CHELAN COUNTY'S RESPONSIBILITIES: The County hereby agrees as follows:

- (i) COUNTY GRANT—The County shall issue a grant to the Grantee for up to \$400,000 for the Project described herein. This grant shall be by County warrant drawn on the Rural Counties Tax Fund and payable to the Grantee upon approval of this Agreement by the Chelan County Board of Commissioners and the Grantee, and pursuant to the terms contained in (ii), Payout of Grant Funding, below.
- (ii) PAYOUT OF GRANT FUNDING—The County shall pay out grant funding to the Grantee up to a maximum of \$400,000 of the total Project costs. This amount shall be paid in accordance with Attachment A, attached hereto. Disbursements of grant funding shall be made contingent upon and subject to the continued commitment of the other Project funding sources.
- (iii) Unless the parties to this Agreement mutually agree in writing to modify the consideration, the funding identified herein is all the County is obligated to pay towards this Project forever. The Grantee agrees to protect the County from, hold it harmless from, and indemnify it for, any charges that may be levied in excess of the agreed grant amount.

VI RECORDS, REPORTS AND AUDITS

The Grantee agrees to maintain such records, make such reports and follow such procedures pertaining to this Agreement as may be reasonably required by the County and as are typically maintained and made by the Grantee in the undertaking of a Project of this nature. All Grantee records pertaining to this Agreement and the Project work shall be retained by the Grantee for a period of three (3) years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized representatives of the State government shall have access to any books, documents, papers, and records of the Grantee which pertain

to this Agreement or the Project work for the purpose of making audit, examination, excerpts, and transcriptions.

VII RELATIONSHIP OF PARTIES AND AGENTS

Neither the Grantee nor the County shall have authority to execute contracts or to make commitments on behalf of the other, and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the Grantee. This Agreement does not create, either implicitly or explicitly, any right, duty or obligation that is not expressly provided for herein.

The Grantee represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform the Project work. Such personnel shall not be employees of, or contractors with the County for purposes of the Project. The Grantee will comply with all applicable laws, rules and regulations relating to the performance of the Project. All such personnel, contractors, and/or subcontractors shall be fully qualified (as determined by the Grantee in its sole discretion) and authorized/permitted under State and/or local law to perform such services.

VIII TERMINATION

If the Grantee fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including, but not limited to, the termination or closeout of this Agreement in the manner specified herein:

- A. **TERMINATION FOR CAUSE**— If the Grantee fails to comply with the terms and conditions of this Agreement, the County will give notice to the Grantee in writing of its failure to comply. The Grantee will be given thirty (30) days from date of notice to comply with the terms of the Agreement or submit a plan acceptable to the County to bring the Grantee into compliance with the Agreement within a time period reasonably acceptable to the County. Failure to comply with the terms and conditions of this Agreement by either party shall constitute an event of default. In the event of default by the Grantee and a failure by the Grantee to cure as provided for herein, the County may take such remedial actions under the law as are available to cure the default, including the imposition of the reasonable costs of collection. In the event of default by the County, the Grantee may take such remedial actions under the law as are available to cure the default, including specific performance, which shall be limited to dispersal of County approved grant funding.

- B. **TERMINATION FOR OTHER GROUNDS**—This Agreement may be terminated in whole or in part by mutual consent and written agreement between the parties, duly authorized and executed, setting forth the conditions of termination, including effective date, reimbursement of grant funding, and, in case of termination in part, reimbursement of that portion of the grant funds paid for Project work not completed and to be terminated. Such termination shall be deemed a termination for convenience of the parties.

- C. **TERMINATION FOR TIME**—This Agreement shall terminate if the Grantee has not applied for reimbursement of any of the grant funds for the Project prior December 31, 2025.

IX COMPLIANCE WITH LAWS

The County and the Grantee shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments with regard to the performance of this Agreement.

PREVAILING WAGE: This contract is subject to prevailing wages as required by RCW 39.12 and RCW 49.28, as amended or supplemented. Contractor and any subcontractors are and shall be responsible for compliance with all provisions herein and all prevailing wage laws, rules, and regulations.

X INTEREST OF MEMBERS OF THE COUNTY AND THE GRANTEE

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Agreement.

XI HOLD HARMLESS AND INDEMNITY

To the extent permitted by law, the Grantee shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions, costs, or judgments which result from the activities to be performed by the Grantee, its agents, employees, or subcontractors pursuant to this Agreement.

XII ASSIGNABILITY

The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written consent of the County thereto, provided, however, that claims for money by the Grantee from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the Grantee.

XIII NON-WAIVER

The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

XIV CONTRACT MODIFICATIONS

No modification or waiver of any clause or condition of this Agreement shall be binding upon either party unless such modification or waiver is in writing and duly authorized and executed by the County and the Grantee.

XV SEVERABILITY

If any portion of this Agreement is changed per mutual signed written agreement or any portion is held invalid, the remainder of this Agreement shall remain in full force and effect.

XVI NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO GRANTEE: 301 Yakima St., Wenatchee WA 98802

TO COUNTY: 400 Douglas Street, Suite 201, Wenatchee, Washington, 98801

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

XVII INTEGRATION

This Agreement contains all terms and conditions to which the County and the Grantee agreed, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this grant transaction. There are no other oral or written agreements between the Grantee and County as to the grant terms contained herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, duly authorized and executed by both parties.

XVIII GOVERNING LAW AND VENUE

All questions of the validity, construction, and application of this Agreement shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Agreement shall be the Superior Court of the State of Washington in and for Chelan County, Washington. In the event of any dispute or suit, each party shall be responsible for its own attorneys fees and costs.

XIX RECORDING

Upon execution of this Agreement by the parties hereto, the County shall cause it to be recorded with the Chelan County Auditor pursuant to the recording requirement contained within RCW 39.34.040.

Approved by _____, the Grantee,
at an Open Public Meeting the _____ day of
_____, 2024.

NAME:

Attest/Authenticated:

NAME:

Approved the ____ day of _____,
2024 by the Board of Chelan County
Commissioners at an Open Public Meeting.

KEVIN OVERBAY, CHAIR

SHON SMITH, COMMISSIONER

TIFFANY GERING, COMMISSIONER

ATTEST:

ANABEL TORRES, CLERK OF THE BOARD
Dated: _____

Attachment A

Grantee: City of Wenatchee

Project: Wenatchee Ave. Utilities

The \$400,000 grant funding will be disbursed as follows:

This grant is intended to be last money in and will be paid out after all other committed funds have been expended. The Grantee will send an accounting of the project expenditures to date along with invoices for Project payments made by Grantee to contractor(s) to Chelan County Commissioners' Office, 400 Douglas Street, Suite 201, Wenatchee, Washington, 98801. Invoices will include copies of receipts. Funds will be made available by warrant within 30 days following receipt of invoice and are for reimbursement of Project expenses only. The request for grant funds should reference the Chelan County assigned interlocal agreement number.



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Emma Honeycutt, Assistant City Engineer
Jake Lewing, City Engineer
Public Works Department - Engineering

MEETING DATE: October 10, 2024

I. SUBJECT

Ordinance 2024-23 Public Hearing: 2025-2030 for Wenatchee Six Year Transportation Improvement Program

II. ACTION REQUESTED

Motion requested for City Council to:

1. Conduct a Public Hearing to solicit public comments and recommendations to the draft 2025-2030 Transportation Improvement Program after staff presentation.
2. Consider any modifications to the plan as presented.
3. Adopt Ordinance No. 2024-23 approving the annual comprehensive street plan for the ensuing six year period of 2025 through 2030 (with or without any modifications that may be desired after the public hearing).

III. OVERVIEW

The six year transportation improvement program (TIP) describes schedules and funding sources for planned transportation projects in the city of Wenatchee. It is updated annually and submitted to the WSDOT and Chelan-Douglas Transportation Council who, in turn combine this TIP with others to create both regional and statewide plans for the ensuing year. Projects utilizing federal and state funds must be included in the TIP. The TIP is also incorporated into the city's comprehensive plan annually as an element of the Capital Facilities Plan, and is a fundamental component of implementing the Transportation Element of the city's Comprehensive Plan. The draft 2025 TIP is a result of staff updates to the currently adopted 2024 TIP which was adopted on July 27 of 2023. Updates include consolidation of projects as the current capital program delivery phasing is continuously refined, and addition of new projects identified through City planning efforts such as the South Wenatchee Corridor Study, Reimagine Wenatchee, the Citywide Local Road Safety Plan, and the Wenatchee Pedestrian Master Plan.

“Project Identity” numbers are included in the first column on this year’s form but projects have not historically been prioritized in Wenatchee’s TIP. Projects that have allocated funding are shown as “selected” (S) under the status column and are shown in the earlier years of the plan. Other projects that are identified but to which no funding is allocated are shown as “planned” (P) and are included after the selected projects. Some projects that will be completed this calendar year still remain on the TIP for funding purposes.

The city always has the opportunity to amend the currently adopted TIP for any necessary or desired modifications.

Staff priorities for revisions include completed projects, newly funded grant funded projects, projects consistent with adopted plans, project identified by planning studies completed in the previous year, and projects where grant applications are anticipated in the near future. The draft 2025 – 2030 TIP includes several revisions to the 2024 TIP and will be summarized by staff at the hearing.

IV. FISCAL IMPACT

The total cost of all projects included in the Six-year plan is approximately \$515 million dollars. The anticipated funding sources are \$321M Federal, \$115M State, and \$79M in local funding. The plan must be fiscally constrained. Projects in the plan with a status “S” indicate projects to which funding is allocated. Project funding varies as shown in the plan and often includes federal or state grant funding combined with an arterial street fund match. The overlay fund provides funding for a portion of the street preservation program. Funding from the various city funds for selected projects is included in the annual budget.

Projects in the plan with a status “P” indicate projects to which funding is not yet secured. Many of these projects are further scoped by staff and submitted for funding to the various grant sources based on the projects’ ability to compete for the available funds.

The following depicts a breakdown of funding type and status for the plan:

Funding Type:	Federal	State	Local/Other
Funded	\$99M	\$58M	\$17M
Unfunded	\$222M	\$57M	\$62M
Total	\$321M	\$115M	\$79M

V. PROPOSED PROJECT SCHEDULE

The annual six-year transportation improvement program is expected to meet the obligations and needs for the city with respect to transportation funding. Any modifications that may be needed during the year can be considered by revising the plan through this process.

VI. REFERENCE(S)

1. Ordinance 2024-23
2. 2025 – 2030 Draft Six Year Transportation Improvement Program
3. 2024– 2029 Adopted Six Year Transportation Improvement Program

Agenda Report to Mayor and City Council
10/10/2024

VII. ADMINISTRATIVE ROUTING

Tom Wacholder, Public Works Director
Tammy McCord, City Clerk
Laura Gloria, City Administrator
Brad Posenjak, Finance Director

ORDINANCE NO. 2024-23

AN ORDINANCE, of the City of Wenatchee, Washington, adopting the 2025-2030 comprehensive six-year transportation improvement program, and directing the same to be filed with the Washington State Secretary of Transportation.

WHEREAS, to provide for the proper and necessary development of the street system within the City of Wenatchee, the City shall, pursuant to RCW 35.77.010, develop and adopt annually a six-year transportation improvement program (“TIP”) that acts as a guide for the coordinated development of the City’s transportation system; and

WHEREAS, the TIP is to specifically set forth those projects and programs of regional significance for inclusion in the TIP; and

WHEREAS, the TIP shall be consistent with the City’s Comprehensive Plan and be adopted following one or more public hearings before the City Council, the legislative body of the City; and

WHEREAS, the City Council held a public hearing on TIP at the Council Chambers, City Hall, City of Wenatchee, on the 10th day of October, 2024, that was properly noticed to the public, and did consider the public comment, objections and recommendations, if any, with reference to the TIP.

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

SECTION 1

The 2025-2030 comprehensive six-year transportation improvement program as prepared by the City Engineer of the City of Wenatchee and attached hereto as

Exhibit “A,” is hereby adopted. The City Council further adopts as the recitals as stated in this Ordinance.

The City Engineer or their designee is hereby directed to file a copy of the 2025-2030 comprehensive six-year transportation improvement program, together with a copy of this Ordinance, with the Washington State Secretary of Transportation not more than 30 days after the program’s adoption as required by RCW 35.77.010(1).

SECTION 2

For purposes of RCW 35.77.010(3), in the event a railroad ceases to operate within the City, the City will utilize reasonable options available under state or federal law to preserve the right-of-way for future rail use.

SECTION 3

The 2025-2030 comprehensive six-year transportation improvement program may be revised to the extent deemed necessary to conform to anticipated needs and availability of funding at the time of any given project.

SECTION 4

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

SECTION 5

Upon approval of the City Attorney, the City Clerk and the Code Reviser are authorized to make necessary corrections to this Ordinance, including the correction of

clerical errors; references to other local, state or federal laws, codes, rules or regulations; or ordinance numbering and section/subsection numbering.

SECTION 6

This Ordinance shall become effective at the earliest date as provided by law.

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

CITY OF WENATCHEE, a Municipal Corporation

By: _____
MIKE POIRIER, Mayor

ATTEST:

By: _____
TAMMY McCORD, City Clerk

APPROVED AS TO FORM:

By: _____
DANIELLE R. MARCHANT, City Attorney

EXHIBIT A

Ordinance No. 2024-23

2025-2030 Comprehensive Six-Year Transportation Improvement Program

CITY OF WENATCHEE
SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
FROM 2025 TO 2030

EXHIBIT A

Hearing Date: 10/10/2024

Ordinance No. 2024-23

Project Title	Project Description	Road Name	Begin	End	Length (mi)	Total Cost	2025	2026	2027	2028	2029	2030	Start	Status	Federal Funding Code	Federal Funds	State Funding Code	State Funds	Local Funding Code	Local Funds
1 9th Street BNSF Crossing Improvements Project	Construct ADA compliant railroad pedestrian/bike crossing surfaces on both sides of 9th St. through the railroad ROW. Install 4-quad gate signal system with ped gates. Upgrade all signs and markings.	9th Street	Piere St.	520 Ft. West of Piere	0.10	\$1,586,493	\$1,370,213						2019	S	Rail Section 130	\$1,321,165			109 Fund	\$265,328
2 SR 285/North Wenatchee Area - Intersection Improvements	Construct intersection improvements, access revisions, pedestrian and transit improvements, ITS facilities, and environmental work to relieve congestion and provide safety enhancements	North Wenatchee Avenue	Wenatchee River Bridges	Miller Street	1.60	\$17,374,000	\$2,339,420	\$2,143,780	\$12,090,800				2023	S			CWA	\$17,374,000		
3 Millerdale Bridge Replacement	This project will replace the existing structurally deficient bridge and provide pedestrian improvements.	Millerdale	Irrigation Canal	Irrigation Canal	30 ft	\$1,693,455	\$808,355	\$623,100					2023	S	Federal Local Bridge program	\$1,693,455				
4 Wenatchee Confluence Parkway Phase 1 - Railroad Connection	Construct McKittrick BNSF underpass, Confluence Parkway South, and South End Bike/Ped Access	Confluence Parkway, McKittrick Street	Miller Street	Hawley St.	0.88	\$127,992,400	\$47,449,400	\$50,543,000					2022	S	INFRA	\$92,412,004	MAW	\$35,580,396		
5 Red Apple Road Phase II	Arterial street reconstruction	Red Apple Road	Miller	Vista Pl.	0.35	\$2,691,119	\$2,386,845						2024	S			TIB	\$1,919,228	Fund, other	\$771,891
6 North Wenatchee Ave Shared-Use Trail - Phase 1	Shared use path west of North Wenatchee Avenue between Maiden Ln and Walnut St	North Wenatchee Avenue	Walnut St.	Maiden Ln.	0.26	\$2,418,570	\$410,000	\$1,923,570					2024	S			HSIP	\$2,134,674	109 Fund	\$283,896
7 Lincoln Elementary - Crawford and Okanogan Intersection Improvements	New mini-roundabout, ADA curb ramps, sidewalks	Crawford/ Okanogan				\$1,990,500	\$293,000	\$1,595,000					2024	S	SRTS	\$1,965,500			401 Fund	\$25,000
8 Orchard Middle School - Sunset Ave. Improvemets	Crosswalks on Sunset with curb bulb-outs, RRFB's, illumination.	Sunset Ave.	3rd	M.S./Admin Complex	0.05	\$628,000	\$81,000	\$485,200					2024	S	SRTS	\$628,000				
9 First Street Curb Ramps	replace non-compliant curb rams along First Street with new ADA compliant curb ramps	First Street	Miller Street	Chelan Ave	0.46	\$1,750,000	\$805,000	\$282,000	\$543,000				2024	S	HUD - CDBG	\$1,665,000			111 - Street Overlay	\$85,000
10 Ninth Street Corridor Improvements	Re-stripe roadway to three-lane section with bike lanes, reconfigure traffic signals, update ADA ramps	Ninth Street	Miller Street	Railroad Tracks	0.37	\$1,510,989	\$139,950	\$1,311,939					2024	S			TIB	\$1,199,000	109 Fund	\$311,989
11 Pavement Preservation Program - Funded	Street Preservation Activities including: chip seal, grinding, paving, ADA upgrades, etc.	City-wide				\$13,200,000	\$2,200,000	\$2,200,000	\$2,200,000	\$2,200,000	\$2,200,000	\$2,200,000	2025	S					111 Fund	\$13,200,000
12 Pavement Preservation - Unfunded Needs	Beyond the constrained limit of the funded street preservation program.	City-wide				\$12,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	2025	P					Add'l TBD, B&O, Util Tax, Prop. Tax	\$12,000,000
13 ADA Retrofit Program	Implement ADA retrofit needs identified in the city's ADA Transistion Plan	City-wide				\$300,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	2025	S					REET fund	\$300,000

CITY OF WENATCHEE
SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
FROM 2025 TO 2030

EXHIBIT A

Hearing Date: 10/10/2024

Ordinance No. 2024-23

Project Title	Project Description	Road Name	Begin	End	Length (mi)	Total Cost	2025	2026	2027	2028	2029	2030	Start	Status	Federal Funding Code	Federal Funds	State Funding Code	State Funds	Local Funding Code	Local Funds
14 Miscellaneous, Minor, Undefined	Miscellaneous minor/emergent projects including intersections and signals, ADA, sidewalks, and traffic control devices.	Varies				\$600,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	2025	P					109 Fund	\$600,000
15 M&O Pavement Preservation projects	Pavement and traffic control preservation projects and activities including crack sealing and skip patching.	Varies				\$450,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	2025	S					108 Fund	\$450,000
16 M&O Sidewalk Improvements	Sidewalk improvements on various streets to reduce tripping hazards, provide improved accessibility, and fill minor gaps.	Varies				\$500,000	\$250,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	2025	P					108 Fund	\$500,000
17 M&O Pedestrian Safety Improvements	Construct new and repair damaged sidewalks and/or install other pedestrian facilities including ADA upgrades.	Varies				\$300,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	2025	S					108 Fund	\$300,000
18 Neighborhood Traffic Calming	Construct traffic calming measures in problem areas with participating neighborhoods	Varies				\$120,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	2025	P					Local, Complete Streets, Developer funds	\$120,000
19 Illumination upgrades	Improve illumination on various arterials and collectors especially at high pedestrian locations.	Varies				\$240,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	2025	P					PUD, CDBG, 109 Fund, Other	\$240,000
20 Truck Route Improvements	Various improvements on established truck routes.	Varies				\$800,000			\$400,000	\$400,000			2025	P	STP(U)	\$640,000				\$160,000
21 Traffic Signal Improvements	Upgrade/preserve existing signals components and wiring at various older signals	Varies				\$1,500,000		\$1,500,000					2026	P	STBG	\$1,300,000			109 Fund	\$200,000
22 Bicycle System Improvements	Implement various projects from Wenatchee's bike planning efforts	Varies				\$180,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	2025	P					TBD, other	\$180,000
23 Complete Streets - Pedestrian Enhancements	Implement recommendations from the City's Pedestrian Master Plan	City-wide				\$180,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	2025	P					TBD, other	\$180,000
24 North End North Wenatchee Avenue Projects Phase 2	Complete improvements identified in North Wenatchee Avenue (SR285) PE Summary Report.	SR285 - North Wenatchee Ave.	Wenatchee River Bridges	Maiden Ln.	0.40	\$12,000,000			\$1,000,000	\$3,000,000	\$8,000,000		2024	P			WSDOT	\$12,000,000		
25 McKittrick St.- SR285 Intersection Phase 2	Extend downstream sidewalks and landscaping improvements on West Side of SR285	SR285 - North Wenatchee Ave.	SR285	McKittrick St	0.15	\$4,300,000		\$4,300,000					2025	P	STBG	\$3,720,000			109 Fund	\$580,000
26 North Wenatchee Avenue/Hawley St./Walnut St. Intersection	Improve intersection to include u-turns and median barrier connecting to projects north and south as identified in the North Wenatchee Avenue (SR285) PE Summary Report	SR285 - North Wenatchee Ave.	Walnut St.	Hawley St.	0.20	\$7,000,000		\$1,000,000	\$1,500,000	\$4,500,000			2025	P			WSDOT	\$7,000,000		

CITY OF WENATCHEE
SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
FROM 2025 TO 2030

EXHIBIT A

Hearing Date: 10/10/2024

Ordinance No. 2024-23

Project Title	Project Description	Road Name	Begin	End	Length (mi)	Total Cost	2025	2026	2027	2028	2029	2030	Start	Status	Federal Funding Code	Federal Funds	State Funding Code	State Funds	Local Funding Code	Local Funds
27 North Wenatchee Avenue Complete Streets Improvements	Construct median barrier, bicycle lanes, upgrade sidewalks, lighting, and landscaping consistent with subarea plan	North Wenatchee Avenue	Second St.	Fifth Street	0.30	\$1,500,000		\$150,000	\$1,350,000				2024	P			State	\$1,500,000		
28 Wenatchee Confluence Parkway Phase 2 - River Crossing	Construction of new roadway and Wenatchee River Bridge crossing on the new alignment	Confluence Parkway	Hawley St	Olds Station Road	1.00	\$157,382,300			\$17,382,300	\$60,000,000	\$60,000,000	\$20,000,000	2027	P		\$157,382,300				
29 Wenatchee Confluence Parkway Phase 3 - Northern Connection	Construct and connect new alignment of Confluence Parkway to the northern terminus at US 2/87	Confluence Parkway, Penny Rd	Olds Station Road	Euclid/SR 2 Interchange	0.66	\$16,719,977				\$3,500,000	\$13,219,977		2028	P		\$16,719,977				
30 Wenatchee Confluence Parkway Phase 4 - Southern Enhancements	Construct street improvements to intersections and mainline roadway at the intersections of Wenatchee Avenue, Maple Street, and Miller Street	Parkway, Miller Street, Wenatchee	Miller Street	Maple Street	0.85	\$32,133,075				\$15,133,075	\$17,000,000		2028	P		\$32,133,075				
31 Washington - King - Buchanan Intersection Control	Curb bulb-outs, crosswalk markings, ADA curb ramps	Washington, King, Buchanan				\$738,000	\$113,000	\$625,000					2025	P			HSIP	\$738,000		
32 SR 285 Couplet Signal Upgrades	Upgrade existing signal heads, install programmable signal heads	Mission St, Chelan Ave	Kittitas	Ninth St	2.30	\$818,000	\$126,000	\$692,000					2025	p			HSIP	\$818,000		
33 SR 285 Couplet Improvements	Construct safety improvements for pedestrians, cyclists, and motorized vehicles. Improve channelization, traffic signals, and active transportation facilities	Mission St, Chelan Ave	Miller Street	Stevens St	2.20			\$169,000	\$200,000	\$6,000,000	\$4,000,000		2026	P						
34 Western Avenue Pedestrian Improvements	Install new ADA ramps, signage, and RRFBs on Western Avenue	Western Avenue	Varies	varies		\$755,000	\$50,000	\$103,000	\$602,000					P			HSIP	\$755,000		
35 Miller St at Third St Pedestrian Improvements	Install new ADA ramps, signage, and RRFBs on Miller Street at the Third Street intersection	Miller	Third St	Third St	spot safety	\$330,000	\$20,000	\$42,000	\$268,000				2025	P			HSIP	\$330,000		
36 Idaho St Safety Improvements	Install traffic circle at Idaho/Yakima, install bulb-outs, illumination, and pavement markings at Orondo/Idaho	Idaho St	Yakima St	Orondo		\$935,000	\$30,000	\$113,000	\$792,000				2025	p			HSIP	\$935,000		
37 Washington Park Pedestrian Crossing	Install bulb outs, pavement markings, ADA ramps, bus parking, and RRFBs	Washington St				\$410,000	\$50,000	\$34,000	\$326,000				2025	P			HSIP	\$410,000		
38 Crawford Street Safety Improvements	Install pedestrian crossing with bulb outs and pavement markings	Crawford/Cashmere St	Cashmere	Cashmere		\$305,000	\$10,000	\$50,000	\$245,000				2025	P			HSIP	\$305,000		
39 Wilson Street Safety Improvements	Install traffic circles, sidewalk, curb ramps	Wilson St	First St	Columbine St		\$539,000	\$40,000	\$97,000	\$402,000				2025	P			HSIP	\$539,000		
40 Millerdale Improvements	Reconstructs portions of Millerdale. Add curb, gutter, and sidewalk. Make safety improvements	Millerdale Avenue	Miller Street	Lambert	0.65	\$4,413,540	\$100,000	\$649,950	\$3,663,590				2025	P			TIB	\$3,530,832	109 Fund	\$882,708
41 Bridge Street Multimodal Corridor Improvements	Reconfigure Bridge Street to add bicycle facilities, sidewalks, pedestrian lighting, RRFBs, and upgrade ADA ramps	Bridge St	Wenatchee Avenue	Columbia St.	500 ft	\$1,579,200		\$190,200	\$1,389,000				2026	P			TIB	\$1,263,360	109 Fund	\$315,840

CITY OF WENATCHEE
SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
FROM 2025 TO 2030

EXHIBIT A

Hearing Date: 10/10/2024

Ordinance No. 2024-23

Project Title	Project Description	Road Name	Begin	End	Length (mi)	Total Cost	2025	2026	2027	2028	2029	2030	Start	Status	Federal Funding Code	Federal Funds	State Funding Code	State Funds	Local Funding Code	Local Funds
42 South Wenatchee Ave Complete Streets	Rebuild South Wenatchee Avenue to install multimodal improvements in accordance with the South Wenatchee Actino Plan	S Wenatchee Avenue	Yakima St	Ferry St	0.72	\$12,826,000			\$80,000	\$2,200,000	\$10,520,000	\$26,000	2025	P			TIB	\$10,260,000	109 Fund	\$2,566,000
43 Okanogan St Sidewalks	Fill sidewalk gaps along Okanogan in the vicinity of Lincoln Elementary School	Okanogan St	Stevens Rd	Hainsworth St	0.25	\$1,787,100	\$40,000	\$200,000	\$1,547,100				2025	P	SRTS	\$1,787,100				
44 Methow/Ferry RRFB Crossing	Construct bulb-outs, relocate and replace RRFB's on Ferry Street, new channelization	Ferry St	Methow St	Methow St	spot safety	\$730,500		\$136,600	\$593,900				2026	P	SRTS	\$730,500				
45 Washington Elementary - Elliott Ave./Castlerock Ave. Pedestrian Crossing Improvements	Curb bulb-outs, Illumination, RRFB's on Washington Elementary School Walk Route	Castlerock	Elliott	Elliot	0.05	\$688,800		\$120,000	\$568,800				2026	P	SRTS	\$688,800				
46 Russel Street Mid-block Pedestrian Improvements	Construct mid-block crossing at Pioneer Middle School, on Russell Street between Glenwood Avenue and Wedgewood Ave	Russel St	Glenwood Ave	Wedgewood Ave	spot safety	\$461,700		\$69,800	\$391,900				2026	P	SRTS	\$461,700				
47 Miller St at Stevens St Improvements	Pedestrian Improvements at the intersection of Miller St and Stevens St, install marked crosswalk, RRFBs, ADA curb ramps	Miller St.	Stevens St	Stevens St	spot safety	\$544,970		\$97,270	\$447,700				2026	P	SRTS	\$544,970				
48 Springwater Ave at Princeton Pedestrian Improvements	Pedestrian Improvements at the intersection of Springwater and Princeton, install new RRFBs, ADA curb ramps	Springwater	Princeton	Princeton	spot safety	\$273,600		\$51,900	\$221,700				2026	P	SRTS	\$273,600				
49 Westside High School - 9th St. Pedestrian X-ing	New mid-block crosswalk on 9th St. between Westside High and Wenatchee Valley College. Includes curb bulb-outs, crosswalk markings, curb ramps, RRFB's, Illumination	9th Street			0.05	\$467,600		\$70,000	\$397,600				2024	P	SRTS	\$467,600				
50 Foothills Middle School - Springwater Avenue Crossing	New marked crosswalk, signs, illumination, curb ramps, and RRFB	Springwater	Pershing	Pershing		\$336,200		\$336,200					2024	P	SRTS	\$336,200				
51 North Road Improvements (TIA Project #1)	Improvements to North Road identified in 2019 TIA as 1A, 1B, 1C	North Road	Western Avenue	Broadhurst	0.25	\$2,600,000			\$2,600,000				2027	P					TIF, 109 Fund	\$2,600,000
52 Maiden Lane Extension (TIA Project #2)	Extend Maiden Lane approx. 1000 ft to connect with future connections to Maple, Springwater, and Surrey.	Maiden Ln.	1000 ft S. Broadcrest Ct.	1000 ft. South of Beginning	0.15	\$950,000				\$950,000			2023	P					TIF, 001 Fund	\$950,000
53 Maple, Broadview, Surry vic. Connections (TIA Project #4)	1) Springwater extension to Maiden extension, 2) Maple extension to #1, 3) Westwick extension to #1. (total road length approx 3,900 ft)	Springwater, Maiden, Maple, Westwick				\$13,049,000		\$2,200,000	\$2,000,000	\$2,000,000	\$5,049,000		2022	P					Dev., TIF, 001 Fund	\$13,049,000
54 Springwater Ave. extension North (TIA Project #5)	Construct roadway on newly acquired ROW across WSD property West of WRD irrig. Canal	New	Springwater		0.30	\$1,125,000	\$1,125,000						2022	P					001 fund, TIF's	\$1,125,000
55 Westwick extension to vic. PUD reservoir (TIA Project #6)	Extend Westwick road from 200 ft west of Westmoreland to vic. PUD water reservoir	Westwick Rd.	200 ft West of Westmoreland	vic. PUD water res.	0.87	\$7,900,000			\$2,000,000	\$2,000,000	\$3,900,000		2025	P					Dev., TIF, 001 Fund	\$7,900,000
56 Woodward urban upgrades (TIA project #8)	Reconstruct roadway. Construct new storm sewer, sanitary sewer, sidewalks, and illumination. ROW acquisition.	Woodward	Fifth Street	Springwater	0.51	\$3,860,000				\$850,000	\$3,010,000		2028	P					Dev., TIF, 001 Fund	\$3,860,000

CITY OF WENATCHEE
SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
FROM 2025 TO 2030

EXHIBIT A

Hearing Date: 10/10/2024

Ordinance No. 2024-23

	Project Title	Project Description	Road Name	Begin	End	Length (mi)	Total Cost	2025	2026	2027	2028	2029	2030	Start	Status	Federal Funding Code	Federal Funds	State Funding Code	State Funds	Local Funding Code	Local Funds
57	Second Street west and Maxine St. Extensions (TIA Project #9)	Extend Second St. from vic. Irrig. Canal west to vic. Maxine St. (approx. 1200 ft)	Second St.	Canal Blvd.	Maxine St.	0.23	\$1,070,000		\$500,000	\$570,000				2023	P					Dev., TIF, 001 Fund	\$1,070,000
58	Castlerock to Fifth Street Connector (TIA Project #10)	Extend Castlerock Street and connect to 5th via Redhawk Canyon Drive	Castlerock St.			0.27	\$5,160,000			\$5,160,000				2025	P					Dev., TIF, 001 Fund	\$5,160,000
59	Fifth and Western Intersection Capacity Improvements (TIA Project #11)	Extend LOS and Improve southbound turning movement by adding right turn lane on Western Avenue	Western Avenue	Fifth Street	Fifth Street	0.10	\$650,000		\$650,000					2023	P					001 fund, TIF's	\$650,000
60	Columbia St South	Rebuild roadway, install sidewalks, curb and gutter, storm, replace aging utilities	Columbia St	Kittitas	First St	0.50	\$4,500,000		\$300,000	\$100,000	\$4,100,000			2024	P					TIF District, 109, 401, 405, and 410 Funds	\$4,500,000
61	Miller/Crawford Intersection Control (Mini-roundabout)	Construct new mini-roundabout.	Miller St.	Crawford St.		0.10	\$1,965,500			\$190,000	\$200,000	\$1,575,000		2025	P			TIB	\$1,965,500		
62	Skyline Drive Widening	Widen roadway to create shared-use shoulder or dedicated pathway for pedestrians and bicycles. Fill ditch section and install closed stormwater collection system. Install barrier and extruded curbs, replace guardrail, construct walls.	Skyline Drive	Skyline Drive	Number 2 Canyon Road	0.72	\$4,500,000				\$500,000	\$4,000,000		2028	P			other	\$4,000,000	001 fund, TIF's	\$500,000
63	Pedestrian Corridor along Stevens Street	Construct pedestrian corridor along Stevens Street consistent with South Wenatchee Action Plan	Stevens Street	Mission St.	Miller Street		\$400,000					\$400,000		2029	P			Complete Streets, Other	\$400,000		
64	Chelan/Kittitas Intersection Control (Signal)	Construct new traffic signal.	Wenatchee Avenue	Kittitas	Kittitas	0.10	\$850,000					\$150,000	\$700,000	2026	P	STBG	\$735,000			109 Fund	\$115,000
65	Walnut St. Improvements	Reconstruction project to meet urban standards.	Walnut Street	Pine Ave	Stella	0.13	\$2,000,000					\$200,000	\$1,800,000	2026	P			TIB	\$1,800,000	109 Fund	\$200,000
66	Crawford Ave. Improvements	Construct sidewalk, curb and gutter	Crawford Avenue	Wenatchee Avenue	Mission Street	0.70	\$1,240,000			\$300,000	\$940,000			2027	P	STBG	\$1,000,000			109 Fund	\$240,000
67	Mission Street to Mission Ridge Gateway	Asthetic improvements in the ROW along Mission Street consistent with South Wenatchee Action Plan	Mission Street	Crawford St.	City Limits		\$800,000					\$800,000		2029	P	STBG, Other	\$650,000			Other	\$150,000
68	Orondo St. Multimodal Improvements	Extend bike lanes, freight mobility, pedestrian improvements, parking modifications.	Orondo Ave.	Washington St.	Columbia St.	0.10	\$1,200,000			\$200,000	\$1,000,000			2027	P	STBG	\$1,000,000			109 Fund	\$200,000

 **CITY OF WENATCHEE**
SIX YEAR TRANSPORTATION IMPROVEMENT
FROM 2024 TO 2029

EXHIBIT A

Hearing Date: 07/27/2023

Ordinance No. 2023-08

Plum	Project Title	Project Description	Road Name	Begin	End	Len gth	Total Cost	2024	2025	2026	2027	2028	2029	Phase	Start	Status	Fund Code	Fed Fund	State Code	State Funds	Local Code	Local Funds
1	9th Street BNSF Crossing Improvements Project	Construct ADA compliant railroad pedestrian/bike crossing surfaces on both sides of 9th St. through the railroad ROW. Install 4-quad gate signal system with ped gates. Upgrade all signs and markings.	9th Street	Piere St.	520 Ft. West of Piere	0.1	\$1,500,655	\$1,263,200						CN	2024	S	Rail Section 130	\$1,321,165			109 Fund	\$179,490
2	SR 285/North Wenatchee Area Intersection Improvements	Construct intersection improvements, access revisions, pedestrian and transit improvements, ITS facilities, and environmental work to relieve congestion	North Wenatchee Avenue	Wenatchee River Bridges	Miller Street	1.6	\$3,820,000	\$3,820,000						RW	2024	S			CWA	\$3,820,000		
3	SR 285/North Wenatchee Area Intersection Improvements	Construct intersection improvements, access revisions, pedestrian and transit improvements, ITS facilities, and environmental work to relieve congestion	North Wenatchee Avenue	Wenatchee River Bridges	Miller Street	1.6	\$11,345,300		\$11,345,300					CN	2025	S			CWA	\$11,345,300		
4	McKittrick Street Improvements Project #2208	Reconstruct roadway. Construct new storm sewer, sidewalks, and illumination. ROW acquisition	McKittrick St	Pine	Pershing	0.2	\$2,876,800	\$2,258,000						CN	2024	S			TIB	\$2,298,110	109 Fund, other	\$578,690
5	Millerdale Bridge Rehabilitation	Replace structurally deficient multi-web girders with new solid slab prestressed girders and a cast-in-place deck.	Millerdale	Irrigation Canal	Irrigation Canal	30 ft	\$1,186,000	\$91,000	\$1,010,000					ALL	2023	S	Federal Local Bridge	\$1,176,000			109 Fund	\$10,000
6	Confluence Parkway - Apple Capital Loop Segments 1B, 2A, and 2C	Construct McKittrick BNSF underpass, Confluence Parkway South, and South End Bike/Ped Access	McKittrick St, N Miller St, Hawley St, Confluence Parkway	varies	varies		\$107,961,858	\$21,321,544	\$54,345,356	\$25,186,698				ALL	2022	S	INFRA	\$92,412,004			109 Fund, other	\$15,549,854
7	Confluence Parkway North - Hawley Street north	Construction of new roadway and Wenatchee River Bridge crossing on the new	Confluence Parkway	Hawley St	Euclid/SR 2 Interchange	1.8	\$85,000,000	\$10,000,000	\$28,410,000	\$22,900,000	\$20,000,000			ALL	2023	S			MAW	\$85,000,000		
8	Worthen Street Bicycle and Pedestrian Improvements	Enhance channelization, ped/bike delineation, and add illumination to a 2,500-ft length of Worthen Street from Thurston St to the Hale Skate Park parking lot	Worthen St				\$215,000	\$182,000						CN	2022	S			TIB Complete Streets	\$215,000		
9	Complete Streets Sidewalk Improvements	Construct sidewalk in coordination with the city's Pedestrian Master Plan	varies				\$185,000	\$155,000						CN	2023	S			TIB Complete Streets	\$185,000		
10	Fifth and Emerson Pedestrian Crossing	Install RRFBs, ADA ramps, ,marked crosswalk and upgrade signs	Fifth St, Emerson				\$276,000	\$38,000	\$213,000					ALL	2023	S			HSIP	\$276,000		
11	Red Apple Road Phase II	Arterial street reconstruction	Red Apple Road	Miller	Vista Pl.	0.4	\$2,402,335	\$348,560	\$1,819,165					ALL	2024	S			TIB	\$1,919,228	109 Fund, 410 Fund, other	\$483,107
12	North Wenatchee Ave Shared-Use Trail - Phase 1	Shared use path west of North Wenatchee Avenue between Maiden Ln and Walnut St	North Wenatchee Avenue	Walnut St.	Maiden Ln.	0.3	\$2,418,570	\$229,000	\$920,000	\$1,269,570				ALL	2024	S			HSIP	\$2,134,659	109 Fund	\$283,911
13	Lincoln Elementary - Crawford and Okanogan Intersection Improvements	New mini-roundabout, ADA curb ramps, sidewalks	Crawford/Okanogan				\$1,622,800	\$100,000	\$290,500	\$1,575,000				ALL	2024	S	SRTS	\$1,965,500				
14	Orchard Middle School - Sunset Ave. Improvemets	Crosswalks on Sunset with curb bulb-outs, RRFB's, Illumination.	Sunset Ave.	3rd	M.S./Admin Complex	0.1	\$628,000	\$80,000	\$87,800	\$461,000				ALL	2024	S	SRTS	\$628,000				

 **CITY OF WENATCHEE**
SIX YEAR TRANSPORTATION IMPROVEMENT
FROM 2024 TO 2029

EXHIBIT A

Hearing Date: 07/27/2023

Ordinance No. 2023-08

Item	Project Title	Project Description	Road Name	Begin	End	Length	Total Cost	2024	2025	2026	2027	2028	2029	Phase	Start	Status	Fund Code	Fed Fund	State Code	State Funds	Local Code	Local Funds
15	Street Preservation Program	Street Preservation Activities including: sealing, grinding, paving, ADA upgrades, etc.	Varies				\$7,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	ALL	2024	S					111,119 Funds	\$7,200,000
16	Wenatchee Street Pavement Preservation	Beyond the constrained limit of the funded street preservation program. See ID #17	Various arterial and Collector Streets				\$9,600,000	\$1,600,000	\$1,600,000	\$1,600,000	\$1,600,000	\$1,600,000	\$1,600,000	ALL	2024	S					Add'l TBD, B&O, Util Tax, Prop. Tax	\$9,600,000
17	Miscellaneous, Minor, Undefined	Miscellaneous minor/emergent projects including intersections and signals, ADA, sidewalks, and traffic control devices.	Various Streets				\$300,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	ALL	2024	S					109 Fund	\$300,000
18	M&O Pavement Preservation projects	Pavement and traffic control preservation projects and activities including crack sealing and skin patching.	Various City Streets				\$450,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	ALL	2024	S					108 Fund, 111 Fund	\$450,000
19	M&O Sidewalk Improvements	Sidewalk improvements on various streets to reduce tripping hazards, provide improved accessibility, and fill minor gaps.	Various City Streets				\$300,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	ALL	2024	S					108 Fund	\$300,000
20	M&O Pedestrian Safety Improvements	Construct new and repair damaged sidewalks and/or install other pedestrian facilities including ADA upgrades.	Various City Streets				\$300,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	ALL	2024	S					TBD, other	\$300,000
21	Neighborhood Traffic Calming	Construct traffic calming measures in problem areas with participating neighborhoods	Varies				\$60,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	ALL	2024	P					Local, Complete Streets, Developer funds	\$60,000
22	Illumination upgrades	Improve illumination on various arterials and collectors especially at high pedestrian locations.	Varies				\$60,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	ALL	2024	P					PUD, CDBG, 109 Fund, Other	\$60,000
23	Truck Route Improvements	Various improvements on newly established truck routes.	Varies				\$500,000		\$500,000					ALL	2025	P	STP(U)	\$432,500				\$67,500
24	Traffic Signal Improvements	Upgrade/preserve existing signals components and wiring at various older	Varies				\$1,500,000			\$1,500,000				ALL	2026	P	STBG	\$1,300,000			109 Fund	\$200,000
25	Miscellaneous bicycle system improvements.	Implement various identified projects from the Greater Wenatchee Bicycle Master Plan	Various				\$60,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	ALL	2024	P					TBD, other	\$60,000
26	9th Street Corridor Safety and Complete Streets Improvements	Reduce through lanes, add turn lanes and bike lanes, upgrade signs, pavement markings, and signals consistent with	9th Street	BNSF X-ing	Miller Street	0.4	\$1,500,000			\$180,000	\$20,000	\$1,300,000		ALL	2023	P			HSIP, TIB	\$1,428,000	109 Fund	\$19,000
27	Washington - King - Buchanan Intersection Control	Curb bulb-outs, crosswalk markings, ADA curb ramps	Washington, King, Buchanan				\$714,000				\$109,000	\$605,000		ALL	2023	P			HSIP	\$703,000	109 Fund	\$11,000
28	SR 285 Couplet Signal Upgrades	Upgrade existing signal heads, install programmable signal heads	Mission St, Chelan St	Kittitas	Ninth St	2.3	\$794,000				\$95,000	\$699,000		ALL	2023	p			HSIP	\$784,000	109 Fund	\$10,000
29	Idaho St Safety Improvements	Traffic circle at Idaho St and Yakima St, bulb-outs, illumination, and Pavement Marking at Idaho and Orondo	Idaho St	Yakima St	Orondo		\$922,000				\$141,000	\$781,000		ALL	2023	p			HSIP	\$908,000	109 Fund	\$14,000
30	Washington Park Pedestrian Crossing	Install bulb outs, pavement markings, ADA ramps, bus parking, and RRFBs	Washington St				\$371,000				\$52,000	\$26,000	\$293,000	ALL	2023	P			HSIP	\$363,000	109 Fund	\$8,000
31	Wilson Street Safety	Install traffic circles, sidewalk, curb ramps	Wilson St	First St	Columbine		\$461,000				\$62,000	\$52,000	\$347,000	ALL	2023	P			HSIP	\$450,000	109 Fund	\$11,000

 **CITY OF WENATCHEE**
SIX YEAR TRANSPORTATION IMPROVEMENT
FROM 2024 TO 2029

EXHIBIT A

Hearing Date: 07/27/2023

Ordinance No. 2023-08

Item	Project Title	Project Description	Road Name	Begin	End	Length	Total Cost	2024	2025	2026	2027	2028	2029	Phase	Start	Status	Fund Code	Fed Fund	State Code	State Funds	Local Code	Local Funds
32	Millerdale Improvements	Reconstructs portions of Millerdale. Adds curb, gutter, and sidewalk. Makes safety improvements	Millerdale Avenue	Miller Street	Lambert	0.7	\$4,051,000			\$800,000	\$3,402,000			ALL	2024	P			TIB	\$3,240,800	109 Fund	\$810,200
33	Woodward urban upgrades.	Reconstruct roadway. Construct new storm sewer, sanitary sewer, sidewalks, and illumination. ROW acquisition.	Woodward	Fifth Street	Springwater	0.5	\$3,860,000			\$850,000	\$3,010,000			ALL	2024	P			TIB	\$3,100,000	109 Fund	\$760,000
34	South Wenatchee Ave Complete Streets	Improve balance of traffic, parking, sidewalks, and bicycle facilities consistent with subarea plan. Rebuild S Wen Ave	S Wenatchee Avenue	Yakima St	Ferry St	0.7	\$4,127,800					\$900,000	\$3,227,800	ALL	2025	P			TIB	\$3,302,240	109 Fund	\$825,560
35	Westside High School - 9th St. Pedestrian X-ing	New mid-block crosswalk on 9th St. between Westside High and Wenatchee Valley College. Includes curb bulb-outs, crosswalk markings, curb ramps, RRFB's, illumination	9th Street			0.1	\$467,600			\$70,000	\$397,600			ALL	2024	P	SRTS	\$467,600				
36	Washington Elementary - Elliott Ave./Castlerock Ave. Pedestrian Crossing	Curb bulb-outs, illumination, RRFB's on Washington Elementary School Walk Route	Castlerock	Elliott		0.1	\$632,300			\$111,300	\$521,000			ALL	2023	P	SRTS	\$632,300				
37	Foothills Middle School - Springwater Avenue Crossing	New marked crosswalk, signs, illumination, curb ramps, and RRFB	Springwater	Pershing	Pershing		\$336,200			\$336,200				ALL	2024	P	SRTS	\$336,200				
38	North Road Improvements	Improvements to North Road identified in 2019 TIA as 1A, 1B, 1C	North Road	Western Avenue	Broadhurst	0.3	\$2,600,000				\$2,600,000			ALL	2025	P					TIF, 109 Fund	\$2,600,000
39	Maiden Lane Extension	Extend Maiden Lane approx. 1000 ft to connect with future connections to Maple, Springwater, and Surrey. 2019 TIA project #2	Maiden Ln.	1000 ft S. Broadcrest Ct.	1000 ft. South of Beginning	0.2	\$950,000					\$950,000		ALL	2023	P					TIF, 001 Fund	\$950,000
40	Maple, Broadview, Surry vic. Connections: TIA Triad project #4	1) Springwater extension to Maiden extension, 2) Maple extension to #1, 3) Westwick extension to #1. (total road length approx 3,900 ft)	Springwater, Maiden, Maple, Westwick				\$13,049,000			\$2,200,000	\$2,000,000	\$2,000,000	\$5,049,000	ALL	2022	P					Dev., TIF, 001 Fund	\$13,049,000
41	Westwick extension to vic. PUD reservoir	Extend Westwick road from 200 ft west of Westmoreland to vic. PUD water reservoir: 2019 TIA Project # 6A, 6B	Westwick Rd.	200 ft West of Westmoreland	vic. PUD water res.	0.9	\$7,900,000				\$2,000,000	\$2,000,000	\$3,900,000	ALL	2025	P					Dev., TIF, 001 Fund	\$7,900,000
42	Second Street west and Maxine St. Extensions: 2019 TIA Projects 9A, 9B, 9C	Extend Second St. from vic. Irrig. Canal west to vic. Maxine St. (approx. 1200 ft)	Second St.	Canal Blvd.	Maxine St.	0.2	\$1,070,000			\$500,000	\$570,000			ALL	2023	P					Dev., TIF, 001 Fund	\$1,070,000
43	Fifth and Western Intersection Capacity Improvements	Extend LOS and improve southbound turning movement by adding right turn lane on Western Avenue. 2019 TIA Project #11	Western Avenue	Fifth Street	Fifth Street	0.1	\$650,000			\$650,000				ALL	2023	P					001 fund, TIF's	\$650,000
44	Springwater Ave. extension North, 2019 TIA Project #5	Construct roadway on newly acquired ROW across WSD property West of WRD irrig.	New	Springwater		0.3	\$1,125,000		\$1,125,000						2022	P					001 fund, TIF's	\$1,125,000
45	Castlerock to Fifth Street Connector	Extend Castlerock Street and connect to 5th via Redhawk Canyon Drive: 2019 TIA Project #10A, 10B	Castlerock St.			0.3	\$5,160,000				\$5,160,000			ALL	2025	P					Dev., TIF, 001 Fund	\$5,700,000
46	North End North Wenatchee Avenue Projects Phase 2	Complete improvements identified in North Wenatchee Avenue (SR285) PE Summary Report.	SR285 - North Wenatchee Ave.	Wenatchee River Bridges	Maiden Ln.	0.4	\$6,000,000				\$1,000,000	\$5,000,000	\$18,000,000	ALL	2024	P			WSDOT	\$24,000,000		

 **CITY OF WENATCHEE**
SIX YEAR TRANSPORTATION IMPROVEMENT
FROM 2024 TO 2029

EXHIBIT A

Hearing Date: 07/27/2023

Ordinance No. 2023-08

Item	Project Title	Project Description	Road Name	Begin	End	Length	Total Cost	2024	2025	2026	2027	2028	2029	Phase	Start	Status	Fund Code	Fed Fund	State Code	State Funds	Local Code	Local Funds	
47	McKittrick St.- SR285 Intersection Phase 2	Extend downstream sidewalks and landscaping improvements on West Side of SR285	SR285 - North Wenatchee Ave.	SR285	McKittrick St	0.2	\$4,300,000			\$4,300,000				ALL	2025	P	STBG	\$3,720,000			109 Fund	\$580,000	
48	North Wenatchee Avenue/Hawley St./Walnut St. Intersection	Improve intersection to include u-turns and median barrier connecting to projects north and south as identified in the North Wenatchee Avenue (SR285) PE Summary	SR285 - North Wenatchee Ave.	Walnut St.	Hawley St.	0.2	\$7,000,000			\$1,000,000	\$1,500,000	\$4,500,000		ALL	2025	P			WSDOT	\$7,000,000			
49	North Wenatchee Avenue Complete Streets Improvements	Construct median barrier, bicycle lanes, upgrade sidewalks, lighting, and landscaping consistent with subarea plan	North Wenatchee Avenue	Second St.	Fifth Street	0.3	\$1,500,000			\$150,000	\$1,350,000			ALL	2024	P			State	\$1,500,000			
50	Columbia St South	Rebuild roadway, install sidewalks, curb and gutter, storm, replace aging utilities	Columbia St	Kittitas	First St	0.5	\$4,500,000			\$300,000	\$100,000	\$4,100,000		ALL	2024	P					TIF District, 109, 401, 405, and 410 Funds	\$4,500,000	
51	Loop Trail Connection: Confluence State Park to Olds Station Road	Construct 1000 feet of multi use pathway along the State Park Entrance road connecting Olds Station Road to the Apple	State Park Rd.			0.2	\$600,000		\$50,000	\$550,000				ALL	2023	P			Pedestrian & Bicycle	\$500,000	Port, State Parks, 109 Fund	\$100,000	
52	Miller/Crawford Intersection Control (Mini-roundabout)	Construct new mini-roundabout.	Miller St.	Crawford St.		0.1	\$500,000			\$500,000				ALL	2025	P			TIB	\$400,000	109 Fund	\$100,000	
53	Skyline Drive Widening	Widen roadway to create shared-use shoulder or dedicated pathway for pedestrians and bicycles. Fill ditch section and install closed stormwater collection system. Install barrier and extruded curbs,	Skyline Drive	Skyline Drive	Number 2 Canyon Road	0.7	\$3,500,000					\$3,500,000		ALL	2027	P			OTHER	\$3,300,000	001 fund, TIF's	\$200,000	
54	Pedestrian Corridor along Stevens Street	Construct pedestrian corridor along Stevens Street consistent with South Wenatchee Action Plan	Stevens Street	Mission St.	Miller Street		\$250,000			\$250,000				ALL	2025	P			Complete Streets, Other	\$250,000			
55	Chelan/Kittitas Intersection Control (Signal)	Construct new traffic signal.	Wenatchee Avenue	Kittitas	Kittitas	0.1	\$850,000			\$150,000	\$700,000			ALL	2026	P	STBG	\$735,000			109 Fund	\$115,000	
56	Walnut St. Improvements	Reconstruction project to meet urban	Walnut Street	Pine Ave	Stella	0.1	\$0					\$1,500,000		ALL	2026	P			TIB	\$1,275,000	109 Fund	\$225,000	
57	Crawford Ave. Improvements	Construct sidewalk, curb and gutter	Crawford Avenue	Wenatchee Avenue	Mission Street	0.7	\$600,000				\$600,000			ALL	2024	P	STBG	\$520,000			109 Fund	\$80,000	
58	Mission Street to Mission Ridge Gateway	Asthetic improvements in the ROW along Mission Street consistent with South Wenatchee Action Plan	Mission Street	Crawford St.	City Limits		\$500,000			\$500,000				ALL	2022	P	STBG, Other	\$450,000			Other	\$50,000	
59	Orondo St. Multimodal Improvements	Extend bike lanes, freight mobility, pedestrian improvements, parking	Orondo Ave.	Washington St.	Columbia St.	0.1	\$1,000,000			\$150,000	\$850,000			ALL	2023	P	STBG	\$865,000			109 Fund	\$135,000	

2025 Preliminary Budget Summary 10/1/2024

	2023 Actual	2024 Adjusted Budget	2025 Preliminary Budget	Change Over 2024 Budget
General Fund				
Total				
Revenues	34,910,703	35,183,830	35,895,170	711,340
Expenses	40,003,774	36,478,180	36,870,920	392,740
Net Income	(5,093,071)	(1,294,350)	(975,750)	
Recurring				
Recurring Revenues	33,036,178	33,423,240	34,889,770	1,466,530
Recurring Expenses	30,956,717	33,721,220	35,373,520	1,652,300
Net Recurring	2,079,462	(297,980)	(483,750)	
Non-Recurring				
Non-Recurring Revenues	1,874,525	1,760,590	1,005,400	(755,190)
Non-Recurring Expenses	9,047,057	2,756,960	1,497,400	(1,259,560)
Net Non-Recurring	(7,172,532)	(996,370)	(492,000)	
Beginning fund balance	20,328,170	14,000,000	16,000,000	2,000,000
Ending fund balance	15,235,099	12,705,650	15,024,250	2,318,600
	49%	38%	42%	

	2023 Actual	2024 Adjusted Budget	2025 Preliminary Budget	Change Over 2024 Budget
All Other Funds				
Total				
Revenues	80,185,232	131,912,180	144,172,550	12,260,370
Expenses	72,155,898	130,553,740	150,200,710	19,646,970
Net Income	8,029,334	1,358,440	(6,028,160)	

	2023 Actual	2024 Adjusted Budget	2025 Preliminary Budget	Change Over 2024 Budget	
001 - General Fund					
01 - Mayor/Council					
Salaries & Benefits	698,864	744,220	747,910	3,690	
Supplies & Services	214,065	279,320	295,130	15,810	
Expenses	912,929	1,023,540	1,043,040	19,500	1.9%
02 - Finance					
Salaries & Benefits	833,416	896,880	917,410	20,530	
Supplies & Services	261,085	296,600	252,060	(44,540)	
Expenses	1,094,500	1,193,480	1,169,470	(24,010)	-2.0%
07 - Human Resources					
Salaries & Benefits	385,853	432,430	451,240	18,810	
Supplies & Services	67,944	87,700	94,270	6,570	
Expenses	453,797	520,130	545,510	25,380	4.9%
08 - Community Development					
Salaries & Benefits	2,035,687	2,147,810	2,214,230	66,420	
Supplies & Services	367,009	439,240	402,720	(36,520)	
Expenses	2,402,695	2,587,050	2,616,950	29,900	1.2%
11 - Engineering					
Salaries & Benefits	1,240,175	1,778,160	1,742,370	(35,790)	
Supplies & Services	243,677	329,100	348,930	19,830	
Expenses	1,483,852	2,107,260	2,091,300	(15,960)	-0.8%
13 - Defender/Court/Jail					
Expenses	3,193,089	3,305,730	3,875,060	569,330	17.2%
14 - Legal					
Expenses	789,325	850,000	892,500	42,500	5.0%
16 - Parks, Recreation and Cultural Services					
Salaries & Benefits	1,991,393	2,196,770	2,249,380	52,610	
Supplies & Services	896,823	1,104,020	1,095,700	(8,320)	
Expenses	2,888,217	3,300,790	3,345,080	44,290	1.3%
18 - Police					
Salaries & Benefits	8,984,546	9,910,110	9,972,040	61,930	
Supplies & Services	1,626,442	1,744,060	1,898,930	154,870	
Expenses	10,610,988	11,654,170	11,870,970	216,800	1.9%
19 - Civil Service					
Expenses	30,070	34,010	33,060	(950)	-2.8%

	2023 Actual	2024 Adjusted Budget	2025 Preliminary Budget	Change Over 2024 Budget	
20 - LEOFF 1 Retiree Health					
Expenses	453,448	569,000	491,000	(78,000)	-13.7%
21 - Museum					
Expenses	605,514	756,410	824,480	68,070	9.0%
22 - Other Administration					
Supplies & Services	1,297,393	1,382,550	1,717,200	334,650	
Transfers Out	4,740,900	4,437,100	4,857,900	420,800	
Expenses	6,038,294	5,819,650	6,575,100	755,450	13.0%
23 - Non-Recurring Expenditures					
Supplies & Services	1,114,866	918,200	439,800	(478,400)	
Capital Outlay	1,015,884	529,410	57,600	(471,810)	
Transfers Out	6,916,308	1,309,350	1,000,000	(309,350)	
Expenses	9,047,057	2,756,960	1,497,400	(1,259,560)	
Total Expenses	40,003,774	36,478,180	36,870,920	392,740	1.1%
General Revenues					
Sales Tax	12,517,839	12,940,000	12,800,000	(140,000)	
Sales Tax (non-recurring)	1,094,952	700,000	700,000	-	
Utility Taxes	9,014,620	8,760,000	9,610,000	850,000	
Property Tax	4,746,296	5,074,690	5,201,550	126,860	
Other Taxes	1,612,608	1,670,000	1,650,000	(20,000)	
Licenses & Permits	1,073,550	1,251,500	1,201,500	(50,000)	
Intergovernmental	891,409	892,600	1,315,660	423,060	
Intergovernmental (non-recurring)	108,397	773,060	302,800	(470,260)	
Charges for Services	1,630,438	1,594,750	1,647,380	52,630	
Fines & Penalties	1,008,853	879,500	928,500	49,000	
Miscellaneous	540,565	360,200	535,180	174,980	
Miscellaneous (non-recurring)	671,177	287,530	2,600	(284,930)	
Total General Revenues	34,910,703	35,183,830	35,895,170	711,340	2.0%

	2023 Actual	2024 Adjusted Budget	2025 Preliminary Budget	Change Over 2024 Budget
005 - Rainy Day				
Expenses	-	-	-	-
Revenues	61,782	30,000	50,000	20,000
Net Income	61,782	30,000	50,000	
Beginning Fund Balance	1,631,851	1,665,000	1,725,000	
Ending Fund Balance	1,693,633	1,695,000	1,775,000	
010 - Firemens' Pension Fund				
Expenses	130,362	118,000	118,000	-
Revenues	73,822	55,000	63,000	8,000
Net Income	(56,539)	(63,000)	(55,000)	
Beginning Fund Balance	1,165,880	1,100,000	1,000,000	
Ending Fund Balance	1,109,341	1,037,000	945,000	
101 - Public Arts				
Expenses	11,385	27,110	155,500	128,390
Revenues	187,066	33,500	35,000	1,500
Net Income	175,680	6,390	(120,500)	
Beginning Fund Balance	169,507	172,000	400,000	
Ending Fund Balance	345,187	178,390	279,500	
102 - PFD .2% Sales Tax				
Expenses	3,118,604	3,600,000	4,200,000	600,000
Revenues	3,118,604	3,600,000	4,200,000	600,000
Net Income	-	-	-	
Beginning Fund Balance	-	-	-	
Ending Fund Balance	-	-	-	
103 - Paths & Trails				
Expenses	-	3,000	3,000	-
Revenues	3,033	3,100	3,100	-
Net Income	3,033	100	100	
Beginning Fund Balance	5,757	7,000	10,000	
Ending Fund Balance	8,789	7,100	10,100	
104 - Tourism Promotion Area				
Expenses	653,605	669,850	712,980	43,130
Revenues	697,439	622,000	665,000	43,000
Net Income	43,834	(47,850)	(47,980)	
Beginning Fund Balance	609,271	600,000	650,000	
Ending Fund Balance	653,105	552,150	602,020	

	2023 Actual	2024 Adjusted Budget	2025 Preliminary Budget	Change Over 2024 Budget
106 - Convention Center				
Expenses	1,716,822	707,400	880,400	173,000
Revenues	2,121,167	615,000	530,000	(85,000)
Net Income	404,346	(92,400)	(350,400)	
Beginning Fund Balance	1,130,977	450,000	1,600,000	
Ending Fund Balance	1,535,322	357,600	1,249,600	
107 - Hotel/Motel Tax - Tourism				
Expenses	738,890	2,316,200	2,344,780	28,580
Revenues	1,022,634	2,353,000	2,615,000	262,000
Net Income	283,744	36,800	270,220	
Beginning Fund Balance	298,692	300,000	600,000	
Ending Fund Balance	582,436	336,800	870,220	
108 - Streets				
Expenses	3,873,431	4,494,550	4,768,090	273,540
Revenues	3,615,138	3,870,500	4,322,500	452,000
Net Income	(258,293)	(624,050)	(445,590)	
Beginning Fund Balance	1,709,869	1,300,000	1,200,000	
Ending Fund Balance	1,451,576	675,950	754,410	
109 - Arterial Streets				
Expenses	7,117,759	6,341,770	5,953,770	(388,000)
Revenues	6,389,672	5,407,550	5,525,990	118,440
Net Income	(728,088)	(934,220)	(427,780)	
Beginning Fund Balance	1,824,868	1,000,000	500,000	
Ending Fund Balance	1,096,781	65,780	72,220	
111 - Street Overlay				
Expenses	3,676,565	2,375,350	2,223,750	(151,600)
Revenues	2,694,551	2,290,000	2,280,000	(10,000)
Net Income	(982,014)	(85,350)	56,250	
Beginning Fund Balance	1,807,689	1,000,000	1,000,000	
Ending Fund Balance	825,675	914,650	1,056,250	
112 - Impact Fees				
Expenses	-	200,000	200,000	-
Revenues	125,240	97,500	100,000	2,500
Net Income	125,240	(102,500)	(100,000)	
Beginning Fund Balance	308,147	380,000	500,000	
Ending Fund Balance	433,387	277,500	400,000	

	2023 Actual	2024 Adjusted Budget	2025 Preliminary Budget	Change Over 2024 Budget
113 - Low Income Housing				
Expenses	69,026	93,990	101,900	7,910
Revenues	96,549	89,000	89,000	-
Net Income	27,523	(4,990)	(12,900)	
Beginning Fund Balance	229,564	190,000	190,000	
Ending Fund Balance	257,087	185,010	177,100	
115 - CDBG Entitlement				
Expenses	306,941	687,420	715,450	28,030
Revenues	161,812	252,350	715,450	463,100
Net Income	(145,129)	(435,070)	-	
Beginning Fund Balance	(132,256)	435,070	-	
Ending Fund Balance	(277,385)	-	-	
117 - Homeless Funds				
Expenses	3,743,360	3,130,700	2,210,330	(920,370)
Revenues	3,351,412	2,340,000	2,360,000	20,000
Net Income	(391,948)	(790,700)	149,670	
Beginning Fund Balance	2,705,023	2,000,000	1,400,000	
Ending Fund Balance	2,313,075	1,209,300	1,549,670	
118 - Abatement				
Expenses	30,431	125,000	77,000	(48,000)
Revenues	89,334	43,000	28,000	(15,000)
Net Income	58,904	(82,000)	(49,000)	
Beginning Fund Balance	124,377	140,000	140,000	
Ending Fund Balance	183,280	58,000	91,000	
120 - ARP Recovery				
Expenses	500,000	100,000	-	(100,000)
Revenues	-	-	-	-
Net Income	(500,000)	(100,000)	-	
Beginning Fund Balance	600,000	100,000	-	
Ending Fund Balance	100,000	-	-	
205 - Councilmanic Bond				
Expenses	1,747,796	2,764,700	2,822,590	57,890
Revenues	1,764,426	2,772,700	2,830,590	57,890
Net Income	16,630	8,000	8,000	
Beginning Fund Balance	3,196	4,000	4,000	
Ending Fund Balance	19,827	12,000	12,000	

	2023 Actual	2024 Adjusted Budget	2025 Preliminary Budget	Change Over 2024 Budget
301 - RE Excise Tax Cap Projects				
Expenses	720,450	1,018,900	369,200	(649,700)
Revenues	694,571	670,000	670,000	-
Net Income	(25,879)	(348,900)	300,800	
Beginning Fund Balance	995,971	800,000	600,000	
Ending Fund Balance	970,092	451,100	900,800	
302 - Parks & Recreation Capital Projects				
Expenses	2,481,665	1,596,750	372,000	(1,224,750)
Revenues	1,666,088	1,161,750	20,000	(1,141,750)
Net Income	(815,577)	(435,000)	(352,000)	
Beginning Fund Balance	1,995,710	500,000	800,000	
Ending Fund Balance	1,180,133	65,000	448,000	
304 - Economic Development Capital Projects				
Expenses	3,479,944	870,000	20,000	(850,000)
Revenues	4,592,689	6,520,000	6,520,000	-
Net Income	1,112,745	5,650,000	6,500,000	
Beginning Fund Balance	(6,137,116)	(6,500,000)	(6,500,000)	
Ending Fund Balance	(5,024,372)	(850,000)	-	
306 - General Capital Projects				
Expenses	3,484,788	2,100,000	2,000,000	(100,000)
Revenues	3,267,284	2,100,000	1,000,000	(1,100,000)
Net Income	(217,504)	-	(1,000,000)	
Beginning Fund Balance	(51,599)	-	1,000,000	
Ending Fund Balance	(269,103)	-	-	
307 - Local Revitalization Financing Program				
Expenses	1,519,611	2,354,700	1,091,000	(1,263,700)
Revenues	638,222	625,000	625,000	-
Net Income	(881,389)	(1,729,700)	(466,000)	
Beginning Fund Balance	2,229,400	2,000,000	500,000	
Ending Fund Balance	1,348,012	270,300	34,000	
310 - Apple Capital Loop Projects				
Expenses	3,996,781	34,427,770	63,451,840	29,024,070
Revenues	4,675,105	34,427,770	63,451,840	29,024,070
Net Income	678,324	-	-	
Beginning Fund Balance	(47,494)	1,000,000	1,000,000	
Ending Fund Balance	630,830	1,000,000	1,000,000	

	2023 Actual	2024 Adjusted Budget	2025 Preliminary Budget	Change Over 2024 Budget
312 - Convention Center Capital Projects				
Expenses	1,053,521	7,700,000	11,240,000	3,540,000
Revenues	1,043,499	15,000,000	-	(15,000,000)
Net Income	(10,021)	7,300,000	(11,240,000)	
Beginning Fund Balance	-	-	11,240,000	
Ending Fund Balance	(10,021)	7,300,000	-	
401 - Water Utility				
Expenses	6,612,880	10,307,870	14,270,990	3,963,120
Revenues	7,652,583	9,987,090	13,115,180	3,128,090
Net Income	1,039,703	(320,780)	(1,155,810)	
Beginning Fund Balance	2,993,361	4,000,000	3,700,000	
Ending Fund Balance	4,033,064	3,679,220	2,544,190	
405 - Sewer Utility				
Expenses	8,959,797	19,000,950	13,954,590	(5,046,360)
Revenues	11,988,368	15,874,510	13,443,600	(2,430,910)
Net Income	3,028,571	(3,126,440)	(510,990)	
Beginning Fund Balance	6,807,581	9,000,000	9,000,000	
Ending Fund Balance	9,836,151	5,873,560	8,489,010	
410 - Storm Drain Utility				
Expenses	3,023,248	11,684,410	4,771,390	(6,913,020)
Revenues	4,921,213	9,076,150	5,835,500	(3,240,650)
Net Income	1,897,965	(2,608,260)	1,064,110	
Beginning Fund Balance	4,393,541	5,000,000	6,000,000	
Ending Fund Balance	6,291,505	2,391,740	7,064,110	
415 - Regional Water				
Expenses	1,178,215	1,343,230	1,376,850	33,620
Revenues	3,001,688	2,955,070	3,363,000	407,930
Net Income	1,823,473	1,611,840	1,986,150	
Beginning Fund Balance	7,173,708	8,000,000	10,000,000	
Ending Fund Balance	8,997,182	9,611,840	11,986,150	
430 - Cemetery				
Expenses	521,165	655,720	659,890	4,170
Revenues	515,988	459,100	365,100	(94,000)
Net Income	(5,177)	(196,620)	(294,790)	
Beginning Fund Balance	434,775	400,000	375,000	
Ending Fund Balance	429,597	203,380	80,210	

	2023 Actual	2024 Adjusted Budget	2025 Preliminary Budget	Change Over 2024 Budget
501 - Equipment Rental O&M				
Expenses	1,429,172	1,751,600	1,779,060	27,460
Revenues	1,325,888	1,444,470	1,607,040	162,570
Net Income	(103,283)	(307,130)	(172,020)	
Beginning Fund Balance	563,501	500,000	500,000	
Ending Fund Balance	460,218	192,870	327,980	
502 - Self Insurance Fund				
Expenses	1,125,140	1,860,000	1,887,740	27,740
Revenues	1,263,650	1,420,000	2,005,000	585,000
Net Income	138,510	(440,000)	117,260	
Beginning Fund Balance	1,606,332	1,400,000	1,500,000	
Ending Fund Balance	1,744,842	960,000	1,617,260	
503 - Equipment Rental Replacement				
Expenses	750,825	2,151,770	1,181,500	(970,270)
Revenues	1,231,784	2,042,830	1,410,460	(632,370)
Net Income	480,959	(108,940)	228,960	
Beginning Fund Balance	2,343,240	2,500,000	2,500,000	
Ending Fund Balance	2,824,199	2,391,060	2,728,960	
504 - Facility Maintenance Fund				
Expenses	2,623,549	2,146,350	2,318,850	172,500
Revenues	3,030,464	1,805,100	2,233,200	428,100
Net Income	406,915	(341,250)	(85,650)	
Beginning Fund Balance	572,370	400,000	1,000,000	
Ending Fund Balance	979,285	58,750	914,350	
505 - Information Technology				
Expenses	1,760,170	1,828,680	1,968,270	139,590
Revenues	3,030,464	1,819,140	2,025,000	205,860
Net Income	1,270,294	(9,540)	56,730	
Beginning Fund Balance	(965,089)	200,000	250,000	
Ending Fund Balance	305,205	190,460	306,730	
710 - Cemetery Endowment Fund				
Expenses	-	-	-	-
Revenues	72,002	50,000	70,000	20,000
Net Income	72,002	50,000	70,000	
Beginning Fund Balance	1,329,140	1,380,000	1,400,000	
Ending Fund Balance	1,401,142	1,430,000	1,470,000	