



WENATCHEE CITY COUNCIL

Thursday, October 24, 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

- 2024 Sister City Delegation Visit to Misawa – Annaleah Castro

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. The Mayor will ask if there are any citizens wishing to address the Council. When recognized, please step up to the microphone, give your name and mailing address, and state the matter of your interest. Citizen comments will be limited to three minutes.

4. Consent Items

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

Vouchers:

Vouchers/Accounts Payable in the amount of \$2,189,421.46 dated 9/28/2024-10/4/2024

Payroll in the amount of \$15,073.95 dated 10/4/2024

Vouchers/Accounts Payable in the amount of \$839,955.05 dated 10/10/2024

Payroll in the amount of \$467,335.00 for 10/18/2024

- *Motion for City Council to approve Resolution No. 2024-24, appointing Laura Jaecks to the Housing Authority Board of Commissioners.*
- *Motion for City Council to accept the work performed by the contractor, Rudnick and Sons, LLC, for the Parkside Renovation Project, City Project No. 2206, in the amount of \$1,845,105.10, and authorize the City Administrator's signature.*

5. Action Items

A. City Project No. 2404 – 4MG Tank Replacement Project

Professional Services Agreement with Stantec Consulting Services, Inc.

Presented by Utility Planner Darci Ronning

Action Requested: *Motion for City Council to approve the Professional Services Agreement with Stantec Consulting Services, Inc. to start design efforts for replacement of the city's 4-million gallon water reservoir, and authorize the City Administrator to sign the agreement.*

B. City Project No. 2307 – Critical Water Infrastructure Resiliency Project

Professional Services Agreement with RH2 Engineering
Presented by Utility Planner Darci Ronning

Action Requested: *Motion for City Council to approve the Professional Services Agreement for RH2 to assist with electrical engineering and support the Hazard Mitigation Grant for Generators for Critical Water Infrastructure Resiliency, and authorize the City Administrator to sign the agreement.*

C. Water and Sewer Code Revisions

Presented by Deputy Public Works Director-Utilities Jessica Shaw

Action Requested: *Motion for City Council to adopt Ordinance No. 2024-24, amending Chapter 9.12 WCC relating to water – rules and regulations, and Ordinance No. 2024-25, amending Chapter WCC relating to sewers – rates and charges.*

D. City Project No. SW24-04 – Unit-Priced Concrete Flatwork

Authorization to Award Construction Project

Presented by Public Works Operations Manager Aaron Kelly

Action Requested: *Motion for City Council to award the construction contract for the Unit-Priced Concrete Flatwork, Project No. SW24-04, to Black Forest Foundation, Inc. in the amount of \$144,250.00, and authorize the City Administrator to sign the contract documents.*

6. Work Session

- Legislative Changes to Accessory Dwelling Unit and Middle Housing Regulations and Proposed Amendments to the Wenatchee City Code

7. Reports

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

8. Announcements

9. Close of Meeting

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



DRAFT

**WENATCHEE CITY COUNCIL
Thursday, October 10, 2024**

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

MINUTES

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

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

Staff Present: City Administrator Laura Gloria; City Attorney Danielle Marchant; City Clerk Tammy McCord; IT Support Tim McCord; Finance Director Brad Posenjak; Public Works Director Tom Wachholder; Deputy Public Works Director Jessica Shaw; Community Development Director Glen DeVries; IT Director Elizabeth Rossiter; Parks, Recreation & Cultural Services Director David Erickson; Senior Project Engineer Donald Nelson; City Engineer Jake Lewing; Assistant City Engineer Emma Honeycutt

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. The Girl Scouts led the Pledge of Allegiance. All Councilmembers were present with Councilmember Linda Herald participating via phone.

2. Presentation

- **Proclamation: Girl Scouts "International Day of the Girl"** – Councilmember Chelsea Ewer read the proclamation and Mayor Mike Poirier presented the proclamation to Brian Newberry, Chief Executive Officer of the Girl Scouts of Eastern Washington and Northern Idaho, who said a few words about the Day of the Girl and the positive impact from the cookie sales in our region. The Girl Scouts also brought cookies to share with everyone!

3. Citizen Requests/Comments

Joshua James, 614 Okanogan Avenue, Wenatchee, addressed the City Council with his concerns about Planned Parenthood located in his neighborhood at 609 Okanogan Avenue.

Constance Zahuar, 614 Okanogan Avenue, Wenatchee, addressed the City Council with her concerns about Planned Parenthood located in her neighborhood at 609 Okanogan Avenue.

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.*

Motion by Councilmember Travis Hornby for City Council to approve agenda, vouchers, and minutes from previous meetings; 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; 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; and 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. Councilmember Chelsea Ewer seconded the motion. Motion carried (7-0).

5. Action Items

A. Termination of Home Water Use Permit

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

Motion by Councilmember Keith Huffaker for City Council to authorize the City Administrator to sign the termination of permit with the Chelan PUD for the Home Water Property. Councilmember Charlie Atkinson seconded the motion. Motion carried (7-0).

B. Balsamroot Fire Restoration Agreement

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

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

C. Continued ESRI GIS Mapping Software Support

IT Director Elizabeth Rossiter presented the staff report. Council asked questions.

Motion by Councilmember Chelsea Ewer 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. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

D. Backup Infrastructure Replacement and Licensing Agreement with Ivoxy Consulting

IT Director Elizabeth Rossiter presented the staff report. Council asked questions.

Motion by Councilmember Chelsea Ewer 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. Councilmember Top Rojanasthien seconded the motion. Motion carried (7-0).

E. City Project No. 2302 - Worthen Street Trail Improvements Project

Authorization to Award Construction Project

Senior Project Engineer Donald Nelson presented the staff report. Council asked questions.

Motion by Councilmember Keith Huffaker for City Council to award the construction contract for the Worthen Street Trail Improvements Project, City Project 2302, to the lowest responsive bidder, KRCL, and authorize the City Administrator to sign the contract documents. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

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

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

Motion by Councilmember Top Rojanasthien 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. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).

6. Public Hearing Items

The Mayor explained the public hearing process.

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

Assistant City Engineer Emma Honeycutt presented the staff report.

The Mayor then asked for public comment. There was no one who wished to speak.

The Council asked questions and commented.

Motion by Councilmember Charlie Atkinson 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. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

7. Presentation

- 2025 Preliminary Budget – Finance Director Brad Posenjak provided a presentation of the 2025 preliminary budget.

8. Reports

- a. Mayor's Report. The Mayor reported on the following:
 - (1) He and Councilmember Atkinson attended the Foothills Fest this past Saturday.
 - (2) He attended the Alatheia fundraising event on Saturday.
 - (3) He and City Administrator Laura Gloria met with Senator Short.
 - (4) There are only four more council meetings this year. He asked the council to think about committee assignments for 2025.
- b. Reports/New Business of Council Committees

Councilmember Travis Hornby reported that he attended a meeting with the PUD and the PUD is looking to demo their former administration building. He also attended the Wenatchee Downtown Association meeting and they are planning for next year.

Councilmember Charlie Atkinson went to the Wenatchee High School Girls Softball game last evening to see the new softball field. The Mayor was also there. The city had helped move the project along by addressing some safety concerns to get the project completed, and it was nice to see the team play on their new field.

9. Announcements. It was City Administrator Laura Gloria’s birthday and everyone sang “Happy Birthday” to her.

10. Close of Meeting.

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

With no further business, the meeting adjourned at 6:31 p.m.

Mike Poirier, Mayor

Tammy L. McCord, City Clerk

RESOLUTION NO. 2024-27

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

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

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

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

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

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

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

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

<u>NAME & ADDRESS</u>	<u>TERM BEGINS</u>	<u>TERM EXPIRES</u>
Laura Jaecks 402 Castleview Place Wenatchee, WA 98801	January 1, 2025	April 21, 2026

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

ADOPTED by the City Council of the City of Wenatchee, Washington, this 24th day of October, 2024.

CITY OF WENATCHEE,
a Municipal Corporation

By: _____
MIKE POIRIER, Mayor

ATTEST:

By: _____
TAMMY McCORD, City Clerk

APPROVED AS TO FORM:

By: _____
DANIELLE R. MARCHANT, City Attorney



VOLUNTEER COMMISSION/BOARD APPLICATION

COMMISSION/BOARD INFORMATION

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

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

APPLICANT INFORMATION

City of Wenatchee Resident Yes No

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

Last Name: Jaecks First Name: Laura Initial: R

Physical Address: 402 Castleview Pl City: Wenatchee Zip: 98801

Mailing Address: 402 Castleview Pl City: Wenatchee Zip: 98801

Day Phone: 509-670-1221 Evening Phone: 509-662-2906

E-mail: ljaecks@gmail.com Years lived in Wenatchee Valley: 53

Occupation: Real Estate Manager and Broker Years of Experience: 21

Work Address: 925 Fifth St City: Wenatchee Zip: 98801

Education and Formal Training: BS Act, MEd Education Tech, Project Mgr, RE License + CE, Mediation

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

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

Volunteer/Community Experience:

Organization and Duties: Wenatchee School District - Board Length of Service: 20

Organization and Duties: NCW Assoc of Realtors - curr Treas. ends 12/31/24 Length of Service: 2

Organization and Duties: Wenatchee Valley Dispute Resolution Ctr - Board & Mediator Length of Service: 4

Organization and Duties: Greater Wenatchee Area Tech Alliance (GWATA) - Board Length of Service: 12

Organization and Duties: Clty of Wenatchee Parks Board - Member Length of Service: 8

Skills/Special Interests: Residential, commercial & industrial municipal and private real estate. Passion for improving opportunities for homeless and the under housed. Governance experience to help keep things running smoothly. Mediation training. Experience related to the Commission/Board: 15 yrs at the Port of Chelan Co engaging in economic development work. Bringing family wage jobs to the region was a primary goal of the Port. I believe strongly in building supportive environments for families and businesses to grow. My role was in Commercial & Industrial real estate as Capital Projects Manager and and Confluence Technology Ctr mgr. 20 yrs on the WSD Board seeking to ensure each student had opportunities to achieve their highest potential. 18 mos personal efforts to assist a homeless woman find her way to housing and supportive resources.

Why are you seeking this appointment? I have a strong drive to make a difference in my community. After ending 20 years on the WSD Board about 10 months ago I am seeking a meaningful opportunity to give back. I see people on a daily basis who are stuck by circumstances in unsuitable living situations. The reasons for this vary and many times it's not for lack of trying to do the right things. People deserve to live in dignity and have a safe affordable place to live work, raise their families or live out their retirements.

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

If yes, please explain: I am in real estate. I believe this is an asset to the job at hand. I mention it in the event it is seen as a conflict. I don't believe it is.

REFERENCES


Name: Joy McCallum-Clark
Address: 1649 Denise Circle City: Wenatchee Zip: 98801
Phone: 425-770-4227 Email: msjoyfulmc@hotmail.com
Occupation: CFO - Pipkin Construction Years known: 8+/-

Name: Steve Robinson
Address: 1445 Westpoint Pl City: Wenatchee Zip: 98801
Phone: 509-679-7143 Email: stevewenatchee@gmail.com
Occupation: Retired - Pybus and Wenatchee World Years known: 15+

Name: Paul Mares
Address: 925 Fifth St City: Wenatchee Zip: 98801
Phone: 509-670-2119 Email: paulmares49@gmail.com
Occupation: Rela Estate - Designated Broker Years known: 6+

AFFIDAVIT OF APPLICANT

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



(Signature)
Date: October 3, 2024




Volunteer Board, Commission and Committee Responsibilities

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

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

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

Signed: Laura R Jaecks -  Date: 10/03/2024



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Aaron Kelly, Operations Manager
Public Works Department

MEETING DATE: October 24, 2024

I. SUBJECT

Final Contract Voucher for City of Wenatchee Project No. 2206 – Parkside Renovation Project

II. ACTION REQUESTED

Staff recommends the City Council accept the work performed by the contractor, Rudnick and Sons LLC in the amount of \$1,845,105.10 and authorize the City Administrator’s signature.

III. OVERVIEW

The Parkside Place property is a City owned property located at 1230 Monitor. The property was intended to be a Regional Support Network (RSN) for behavioral health and supportive housing services.

Parkside Place is serving as a resource for housing and behavioral health treatment. The City pursued and awarded grant funding of \$1,960,000 from the Department of Commerce to make repairs and resolve maintenance issues throughout the site.

The City of Wenatchee entered into the contract with Rudnick and Sons LLC in March 2023 for the Renovations at the Parkside Facility. The Renovation Project was funded through a Department of Commerce Grant for Behavioral Health Facilities. The renovations have addressed repairs and concerns with the concrete, asphalt, retaining walls, fencing, surface water, attic ventilation, and roofing. The irrigation system, landscaping, exterior siding, fascia, soffits, brick and foundation repairs were also made during this project. During the project Council also approved installing new roofing for the Women’s Resource Center’s portion of the building.

IV. FISCAL IMPACT

- Commerce Grants Funds of \$1,960,000 spend to date \$1,899,625.96, and project #2206 total grant spend is \$1,574,224.10
- General Funds \$270,881 -Women’s Resource Center’s portion of the roof.
- Project #2206 Final Contract Voucher - \$1,845,105.10

V. PROJECT SCHEDULE

Project began in April 2023 and was physically completed on August 15, 2024.

VI. REFERENCE(S)

1. Final Voucher
2. Project Pictures
3. Grant Award -Face Sheet

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Laura Gloria, City Administrator
Brad Posenjak, Finance Director
Tom Wachholder, Public Works Director
Nataliann Tutino, Senior Financial Analyst



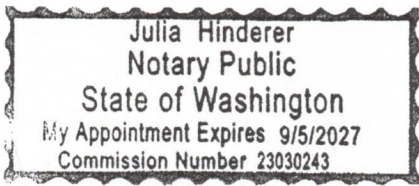
**City of Wenatchee
Department of Public Works**

**Final Contract
Voucher Certificate**

Contractor: Rudnick & Sons LLC			
Street Address: 645 Valley Mall Parkway Suite 200			
City East Wenatchee	State WA	Zip 98802	Date September 25, 2024
City Project Number 2206	Federal-Aid Project Number NA	Highway Number N/A	
Job Title Parkside Renovation Project			
Date Work Physically Completed 8/15/2024		Final Amount \$1,845,105.10 (includes 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.



[Signature]
Contractor Authorized Signature Required
Celvin Rudnick
Type Signature Name

Subscribed and sworn to before me this 2nd day of October ~~September~~ 2024

X [Signature] Notary Public in and for the State of Washington,
residing at 2580 Aviation DR East Wenatchee WA 98802

City of Wenatchee

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

X _____
City Administrator/or Designee

Date of Acceptance

Retaining wall before project pictures



Retaining wall after project pictures



Concrete before project



Concrete after project



Entry D before project



Entry D after project





Entry C before project



Entry C after project



FACE SHEET**Grant Number: 20-96625-603****Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit**

1. GRANTEE City of Wenatchee 301 Yakima Street Wenatchee, Washington 99801		2. GRANTEE Doing Business As (optional)	
3. GRANTEE Representative Aaron Kelly Public Works Operations Manager (509) 888-3290 akelly@wenatcheewa.gov		4. COMMERCE Representative Amanda Sieler Program Manager (360) 791-1228 Amanda.Sieler@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Grant Amount \$1,960,000.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Upon Final Signature	8. End Date 6/30/2023
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID # 91-6001291	11. SWV # SWV0007721-00	12. UBI # 048000043	13. DUNS # N/A
14. Grant Purpose The outcome of this performance-based contract is to renovate an existing building to maintain behavioral health services as referenced in Attachment A – Scope of Work, in accordance with the Substitute House Bill 1102, Sections 1041 and 1028, Laws of 2019, Chapter 413, 66th Legislature, 2019 Regular Session COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages.			
FOR GRANTEE DocuSigned by:  3E04208BA462490 Frank Kuntz, City of Wenatchee Mayor 11/22/2021 4:49 PM PST Date		FOR COMMERCE DocuSigned by:  80342804965C458... Mark K. Barkley, Assistant Director Local Government Division 11/22/2021 5:31 PM PST Date APPROVED AS TO FORM ONLY 09/30/2019 Sandra C. Adix, Assistant Attorney General	



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor City Council

FROM: Darci Ronning, Public Works Department

MEETING DATE: October 24, 2024

I. SUBJECT

City Project 2404 – contract with Stantec Consulting Services, Inc., for engineering services to start design efforts for replacement of the city’s 4 million gallon water reservoir and prepare plans to 30 percent.

II. ACTION REQUESTED

Staff requests the City Council to approve the professional service agreement for Stantec Consulting Services, Inc. to start design efforts for replacement of the city’s 4 million gallon water reservoir and authorize the City Administrator to sign the agreement.

OVERVIEW

- III.** The existing 4 MG Okanogan Reservoir was built in 1930 on the corner of Okanogan Avenue and Gehr Street. The reservoir is a 94 year old concrete structure partially buried. The reservoir has reached the end of its useful life, the floor joints leak and the roof has some weather and reinforcing corrosion damage. The City desires to replace the existing reservoir with a new structure and increase the tank size to meet the future demands of our growing city. City staff favors options to replace the existing tank on the parcels owned by the School District around and to the south of the tank site. The City has had communication with the school district and has requested first rights to purchase nearby land. The new site options should include space for relocating the existing booster pump station, currently located at the corner of Crawford and Okanogan Ave, onto the reservoir site in the future. The City’s goal is to build the new reservoir between 2028 and 2030. This project is listed in the City’s water comprehensive plan and capital improvement budget and has the support of staff and city council. Engineering services will help the City determine the best course of action for the replacement of the existing tank. The 30 percent design will help the City determine the critical factors for replacement, land requirements for the site and acquisition, costs for each alternative, resources for community outreach and environmental justice. With the completion of 30 percent plans the city will be well positioned to seek out funding opportunities to help cover additional design costs and construction funding.

IV. FISCAL IMPACT

Stantec scope of work \$ 397,544.00 will be paid out of city water (401) funds.

V. PROPOSED PROJECT SCHEDULE

Upon approval, city staff will begin planning efforts for the site and land procurement. A kick off meeting will take place with Stantec and city staff after we have a fully executed agreement. Staff can provide updates to this project as it progresses. The work efforts are anticipated to go through December 31, 2025.

VI. REFERENCE(S)

1. Professional service agreement and scope of work
2. Capital Project Budget

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Tom Wachholder, Public Works Director
Jessica Shaw, Deputy Public Works Director
Brad Posenjak, Finance Director
Laura Gloria, City Administrator
Jake Lewing, City Engineer
Nataliann Tutino, Financial Analyst



CITY OF WENATCHEE

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

DEPARTMENT OF PUBLIC WORKS

PROFESSIONAL SERVICES AGREEMENT

CPN 2404 – 4MG Tank Replacement

The City of Wenatchee, Washington, a municipal corporation (“City”) and Stantec Consulting Services Inc., whose address is 304 W Pacific Ave Ste 360, Spokane, WA 99201 (“Consultant”), agree and contract as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for completion of these services shall not exceed \$397,554.00, as detailed in Attachment B.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors’ fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days’ notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement,

Apple Capital of the World

shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

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

V. GENERAL ADMINISTRATION AND MANAGEMENT

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

VI. COMPLETION DATE

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

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

VII. SUCCESSORS AND ASSIGNS

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

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in

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

IX. HOLD HARMLESS/INDEMNIFICATION

To the greatest extent allowed by law the Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all injuries, damages, or losses or suits including reasonable attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

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

X. LIABILITY INSURANCE COVERAGE

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with

any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

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

XII. FUTURE SUPPORT

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

XIII. INDEPENDENT CONTRACTOR

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

XIV. EXTENT OF AGREEMENT/MODIFICATION

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

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

XVI. VENUE, APPLICABLE LAW AND JURISDICTION

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

XVII. DISPUTES

If requested in writing by either the City of the Consultant, the City and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by the agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to non-binding arbitration.

XVIII. LIABILITY AND DAMAGES

As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors. Neither the City nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursements or credits from governmental or other agencies.

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

CONSULTANT:

CITY OF WENATCHEE:

By: _____
Russ Connole, Senior Project Manager

By: _____
Laura Gloria, City Administrator

Date: _____

Date: _____

September 25, 2024

File: 2002006384

Attention: Jessica Shaw, Deputy Public Works Director-Utilities
City of Wenatchee
Department of Public Works
1350 McKittrick Street
Wenatchee, Washington 98801

Dear Ms. Shaw,

Reference: 4 MG Tank Replacement 30% Planning - Scope of Work & Fee Proposal

Part 1 - Project Understanding

The City of Wenatchee (City) is replacing the existing 4MG reservoir, located on Okanogan Avenue near the intersection with Gehr Street, with a new structure to meet the demands of the growing city. The reservoir has reached its end of useful life, and the City's goal is to build a new reservoir between 2028 and 2030.

The three main objectives of this project are for Stantec and the City to right size the reservoir, determine the size and location of land necessary to be purchased by the City to support the new reservoir, and perform public outreach. Stantec will also develop planning level cost estimates, develop resources for funding applications, and other tasks as described below.

Part 2 - Scope of Services

Task 1. Project Management

Project Management includes organization, monitoring, control, and oversight of the work performed by the Stantec team to meet the Contract requirements.

1.1. Project Initiation

Stantec will complete internal project set-up activities, prepare a Project Management Plan (PMP), and hold a Kick-off Meeting with City Staff.

The PMP will include the following sections:

- Background
- Scope of Work
- Budget Management
- Schedule Management
- Communication & Knowledge Management
- Team Organization
- Change Management
- Quality Management
- Health and Safety

September 25, 2024
City of Wenatchee
Page 2 of 17

Reference: 4MG Tank Preliminary Design Scope of Work

The Kick-off Meeting (up to 2 hours) will be held in Wenatchee and will include a site visit (up to 2 additional hours). Up to three Stantec staff will attend the meeting.

Assumptions

- Project Management Plan is provided as an informational submittal to the City. Formal review of this document by the City is not expected.

Meetings and Deliverables

- Project Management Plan
- Project Kick-off Meeting (Agenda, Meeting Materials & Meeting Summary)

1.2. General Project Management

Stantec will coordinate and direct the activities of in-house and subconsultant staff, following the procedures established in the PMP. Stantec will prepare monthly status reports for submittal with monthly invoices. Status reports will summarize the current and projected budget and schedule status, identify potential changes, and highlight issues.

Stantec will meet with the City every two weeks to discuss the project, work tasks, schedule, and budget. Meetings will be hosted virtually and last sixty minutes.

The Stantec team will meet internally as needed during the duration of the project. Also, the Stantec PM and Engineering Manager will meet weekly or as needed to confirm compliance with project requirements, review the project schedule, and plan upcoming work.

Assumptions

- General Project Management will continue across the entire project duration
 - 30% Design will be substantially completed by July 31, 2025
 - Grant funding and support will be complete by December 31, 2025.

Meetings and Deliverables

- Status Reports & Invoices (Monthly)
- Bi-weekly status meetings

1.3. Project Closeout

Stantec will archive documents, and complete filing and uploading pertinent information to Stantec server archives and to the document repository as requested by the City.

Task 2. Basis of Design

Basis of Design activities establish the major criteria, objectives and requirements of the project. The results of this Task will be compiled in a report and will serve to guide subsequent design work and decisions.

September 25, 2024
City of Wenatchee
Page 3 of 17

Reference: 4MG Tank Preliminary Design Scope of Work

2.1. Alternatives Analysis

Stantec, in collaboration with the City and other stakeholders, will evaluate options and define the storage capacity, phasing, design criteria, constraints, appurtenances, and features of the proposed reservoir(s). This work will be driven by a series of two workshops held to foster collaboration with City staff.

1. Capacity, Phasing, and Site Configuration (Workshop #1)
2. Materials of Construction, Appurtenances and Features (Workshop #2)

Stantec will evaluate two options for the storage capacity of the new reservoir based on future City of Wenatchee growth demands and the Washington Department of Health (DOH) Water System Design Manual. Options will include: 1) Replacement of the existing 4 MG reservoir with a single 8 MG reservoir, or 2) Initial construction of a 4 MG reservoir followed by future construction of a second 4 MG reservoir on the same site.

Stantec will also evaluate the following items:

- Materials of construction (welded steel, pre-stressed or conventionally reinforced concrete)
- Relocation of the Okanogan Street Booster Pump Station to the tank site
- Appurtenant facilities (e.g., access, storage, stormwater, overflow, water quality)
- Ancillary facilities co-located at the tank site (e.g., solar array, public amenities)
- Stakeholder coordination and constraints (e.g., irrigation ditch and school district)
- Siting constraints and preferences (e.g., zoning, visual impacts, road access, utilities, permitting, cultural resources)

Based on these evaluations, Stantec will develop and present to the City two site concepts for review and discussion. Incorporating the City's feedback, Stantec will produce a recommended site configuration and layout for inclusion in the Basis of Design Report.

Assumptions

- Stantec will coordinate with City's water system modeler (RH2) where needed to confirm design parameters.
- Boundaries of site have been defined (i.e. any land acquired from School District has been accounted for).
- Workshops will be two hours long and conducted in a hybrid format, with up to two Stantec staff participating in-person and others participating remotely.
- Workshop materials will be provided 3-5 working days in advance of the workshop. Materials may be a combination of draft slides, working memoranda, and other background information.
- Workshop summaries will be provided for City review within five working days of the workshop and finalized within five working days of receipt of City comments.

Meetings and Deliverables

- Two collaboration Workshops
- Workshop Materials, including agenda
- Workshop Summaries

September 25, 2024
City of Wenatchee
Page 4 of 17

Reference: 4MG Tank Preliminary Design Scope of Work

2.2. Environmental Review

Stantec will review existing documents and reports to identify potential contaminants, wildlife concerns, and relevant environmental impacts, emphasizing topics that may impact the site configuration. If significant potential impacts are identified, Stantec will develop recommendations for additional preliminary investigations to support alternatives analysis or funding applications.

Findings and recommendations will be summarized in a memorandum that will be discussed during the Alternatives Analysis Workshops and incorporated into the Draft Basis of Design Report

Assumptions

- City will provide historical data pertaining to environmental concerns related to the site
- Stantec will address one set of review comments from the City on the draft memorandum.

Deliverables

- Draft and Final Environmental Review Findings and Recommendations Memorandum

2.3. Funding Evaluation

Stantec will research possible funding opportunities and summarize requirements for obtaining the funding in a memorandum. The work will include assessment of how project benefits align with funding agency priorities, funding opportunities, project eligibility and suitability, application requirements and schedule, and prioritization of opportunities.

Stantec will coordinate with the City to conduct an initial meeting (remote meeting – via MS Teams) with City and project team to discuss project funding goals, potential funding opportunities, benefits, timeline, and constraints.

Assumptions

- Funding memorandum will be up to five pages with a table summarizing funding opportunities.
- Meetings will be virtual

Meetings and Deliverables

- Initial meeting with City and project team to discuss project opportunities, benefits, timeline, and constraints
- Draft and Final Funding TM and Matrix
- Meeting to discuss Draft Funding TM, identify a best-fit funding opportunity, and present the application requirements

2.4. Basis of Design Report

Stantec will compile a Basis of Design Report (BODR) which summarizes (and updates, as necessary), the Alternatives Analysis and defines the project to be carried forward for Preliminary Design. The City will confirm the alternatives selected for implementation or further evaluation. Stantec deliver the BODR via email to the City for review and comment.

September 25, 2024
City of Wenatchee
Page 5 of 17

Reference: 4MG Tank Preliminary Design Scope of Work

Assumptions

- City's Review of the BODR will be via email with the City within 7 days of receiving the BODR.
- Stantec will address one set of review comments from the City on the BODR and finalize the document.
- Additional reviews will require a change order.

Meetings and Deliverables

- Draft and Final Basis of Design Report
- Report Review via email with City

Task 3. Design Support

Design support activities provide information used in design activities and advance other project delivery work not directly related to design activities.

3.1. Public Involvement and Information

Stantec will support the City's efforts to inform and involve City residents in shaping the uses and configuration of the site. Stantec will provide support for planning, development of presentation materials, workshop presentations, and responding to community questions and comments. To allow flexibility in the execution of this subtask to respond to specific needs that arise during the execution of this project, potential activities and deliverables are listed below, which Stantec will provide up to a defined level of effort.

Potential activities provided under this subtask include the following.

- Community Meetings. Prepare presentation materials and participate in events such as open houses or meetings with interested parties.
- Community Information Materials. Prepare materials for the City to distribute through door hangers, mailings, website postings, bill stuffers, or other methods.

Assumptions

- City to lead community engagement effort and Stantec to provide support.
- Up to 20 hours of support will be provided for this Subtask
- Stantec will provide an estimated level of effort for activities requested by the City prior to initiating work

Potential Deliverables

- Materials for and participation in public meetings

3.2. Funding Application Support

Based on the outcome of earlier funding evaluations, Stantec will support the City's efforts to secure funding for the project by researching and providing guidance on funding opportunities and assisting with the preparation of application materials. To allow flexibility in the execution of this subtask to respond to

September 25, 2024
City of Wenatchee
Page 6 of 17

Reference: 4MG Tank Preliminary Design Scope of Work

specific needs that arise during the execution of this project, potential activities and deliverables are listed below, which Stantec will provide up to a defined level of effort.

Assumptions

- Up to 40 hours of support will be provided for this Subtask
- Stantec will provide an estimated level of effort for activities requested by the City prior to initiating work

Potential Deliverables

- Funding application materials

3.3. Survey & Mapping

Through a subconsultant, the Stantec team will perform a topographic survey of the site to support design and permitting, including locating infrastructure in the adjacent roadway for utility connections.

Assumptions

- City is pursuing acquisition of land through school district and may require a survey to support transfer of land.
- City will coordinate site access for surveying.
- City will provide existing records, drawings, GIS, and previous surveys.
- Stantec will rely on data provided by the City.

Deliverables

- Electronic Basemap

3.4. Geotechnical Engineering

As a subconsultant to Stantec, Geosyntec d.b.a. Aspect Consulting will plan and execute a geotechnical investigation to support 30 percent design of the Project. Work will include development of a geotechnical investigation plan, field explorations, data analysis, and Draft and Final Geotechnical Engineering Reports.

The geotechnical investigation plan is proposed to consist of the following and might be adjusted slightly before execution to accommodate design evolution such as type, size, and location of the new water tank. Aspect will share a proposed site exploration map for team review prior to beginning the field work.

Review existing geologic/geotechnical data available at/near the Site.

Call-Before-You-Dig public utility locate and private utility locate using ground penetrating radar at location of explorations.

Up to 6 soil borings; 3 to 50 feet deep, and 3 to 25 feet deep each using hollow stem auger methods and Standard Penetration Testing over the duration of 3 days in the field.

Up to 8 test pits to a depth of about 10 to 12 feet each using a backhoe or excavator over the duration of one day in the field.

Geotechnical based laboratory testing on select soil samples including natural moisture content, grain size analysis, plasticity limits, and corrosivity tests.

September 25, 2024
City of Wenatchee
Page 7 of 17

Reference: 4MG Tank Preliminary Design Scope of Work

Aspect will coordinate and procure field and laboratory services and provide on-site observation of the work as needed over the duration of about 3 to 4 days in the field.

Aspect will synthesize the collected data and complete analysis to develop recommendations for the following elements:

- Feasible foundation systems and geotechnical parameters (allowable bearing pressure, estimated settlement, subgrade preparation, etc.) to support the new water tank and booster pump station.
- Seismic Site Class, parameters, and liquefaction hazard evaluation in accordance with the International Building Code.
- Lateral earth pressures and drainage to below grade/buried portions of the water tank.
- Earthwork considerations for excavation temporary slopes, shoring, backfill material and compaction a buried water tank and booster station foundation and walls.
- On-Site stormwater feasibility and rate using correlations of grain size analysis test results presented in the Stormwater Management Manual for Eastern Washington.
- Pavement section for access road and maintenance parking
- Additional explorations and analysis (if any) to support final design of the Project which could include in-situ infiltration testing of likely pond/swale areas, additional borings and/or test pits for better coverage at the preferred tank location.

Within 6 weeks of completing the field and laboratory testing, Aspect will deliver a Draft Geotechnical Engineering Report that summarizing the explorations results and recommendations presented above. The Final Geotechnical Engineering Report will be produced within 1 week of receiving consolidated design team and City comments.

Assumptions

- Field explorations will be limited to the quantities described.
- City will coordinate site access for field investigations at no cost to Aspect.
- Snow cover at the site might require use of track rig at additional cost, rescheduling the work such that a truck rig can access the boring locations, or help from the City plowing a temporary path the boring locations.
- Environmental contamination sample collection, testing, or characterization is not included.
- Soil from the drilling will be thinly spread on site around the boreholes that are backfilled with bentonite chips to the surface per Ecology requirements.
- Test pits will be backfilled with excavated material tamped into place with the excavator bucket. No additional surface restoration, such as revegetation, is planned. Some settlement on the order of inches is expected at the backfilled test pit locations.
- Additional geotechnical explorations, analysis, and reporting may be needed to support final design beyond the scope of this 30% study.

Deliverables

Draft and Final Geotechnical Engineering Reports

3.5. Stormwater Planning

Stantec will prepare a Drainage Report that details the site characteristics and calculations of runoff quantities. The Drainage Report will also outline how the project will meet the requirements of the core

September 25, 2024
City of Wenatchee
Page 8 of 17

Reference: 4MG Tank Preliminary Design Scope of Work

elements required to be included in the project per the Wenatchee Valley Stormwater Water Management Program and applicable design standards.

Deliverables

- Draft and Final Drainage Report

3.6. Planning Level Construction Cost Estimate & Schedule

Stantec will prepare a preliminary construction schedule and an opinion of probable construction cost (OPCC) for the project as defined in the BODR. The work will be performed in accordance with the Association for the Advancement of Cost Engineering (AACE) guidelines for a Class 4 estimate.

Assumptions

- The City acknowledges that Stantec has no control over costs of labor, materials, competitive bidding environments and procedures, unidentified field conditions, financial and/or market conditions, or other factors likely to affect the OPCC of this Project, all of which are and will unavoidably remain in a state of change, especially in light of the high volatility of the market attributable to Acts of God and other market events beyond the control of the parties. The City further acknowledges that this is a "snapshot in time" and that the reliability of this OPCC will inherently degrade over time. The City agrees that Stantec cannot and does not make any warranty, promise, guarantee, or representation, either express or implied, that proposals, bids, project construction costs, cost of operation, or cost of maintenance will not vary substantially from Stantec's good faith OPCC.

Deliverables

- Preliminary and Final 30% Cost Estimate
- Preliminary (30%) Construction Schedule

Task 4. Preliminary (30%) Design

The goal of the Preliminary (30%) Design Task is to provide a clear understanding of the project's scope, and feasibility. During this phase, Stantec and the City will finalize major design criteria, define the general site layout, identify significant risks and issues for later phases of the phases, and establish a preliminary construction schedule and cost estimate. The Preliminary Design may also be used to support funding applications, initial discussions with public agencies, and community information and outreach efforts.

While changes in the scope of the project should be expected during development of the Basis of Design, a preliminary drawing list is included as Attachment A as a basis for establishing the scope, schedule and budget for this Task. Prior to initiating this Task, Stantec and the City will review the remaining work to determine if adjustments to this Task are needed.

4.1. Design Management

Stantec will provide technical direction, oversight and coordination of design work.

As an appendix to the PMP, Stantec will prepare a Design Production Manual (DPM) which defines the design workflow and anticipated content, by discipline, for the Preliminary Design documents. The DPM

Reference: 4MG Tank Preliminary Design Scope of Work

will include an initial design issue and decision log, which lists the key design issues and questions known at the start of the work. This log will be updated as issues are resolved, decisions are made, and new issues or questions are identified.

Stantec will use a series of workshops to foster collaboration with City staff and reach key project configuration and design criteria decisions. These Workshops are intended to allow the City representatives to express their needs and desires for the reservoir design development, review and evaluate site plans and reservoir design alternatives associated with the project, solicit and receive input from operations and maintenance staff, and coordinate with community engagement efforts and key stakeholders. The following Workshops will be conducted during Preliminary Design:

- Design Kickoff. Review DPM and review PDR for any City staff not involved in the Project Definition activities. Confirm design criteria and project scope. This workshop will be hybrid; in person for up to two Stantec staff and two Stantec staff participating remotely.
- Reservoir Design and Appurtenances. Review structural design; inlet, outlet and interior piping; and O&M activities. This workshop will be hybrid; in person for up to two Stantec staff and two Stantec staff participating remotely.
- Site Layout and Landscape Design. Review options including location of facilities, stormwater management approaches, access locations, and future expansion potential. This workshop will be conducted remotely, via MS Teams.

Assumptions

- City Comments on Preliminary Design Documents (30%) will be incorporated during this Task if pertinent to funding applications.

Deliverables

- Design Production Manual
- Design Kickoff meeting agenda and minutes
- Reservoir Design and Appurtenances workshop meeting agenda and minutes
- Site Layout and Landscape Design meeting agenda and minutes
- Comprehensive site plan including reservoir, pump station, parking, fencing, and equipment storage
- Community green space design with planting plans, hardscape layouts, and signage designs
- 30% Design documents, including plans, elevations, details, and specifications

4.2. Design Quality Management

Stantec will prepare and implement a Design Quality Management Plan (DQMP) to guide quality control and quality assurance activities during Preliminary Design work. The DQMP will follow Stantec's internal quality guidelines, with modifications and additions appropriate for this project. The following quality reviews will be conducted.

- Self-Check. Confirmation by the engineer or architect of record that the work is complete as defined by the DPG and meets the level of quality expected for the project.
- Discipline Reviews.
- Inter-discipline Coordination Review
- Constructability Review
- Independent Technical Review

September 25, 2024
City of Wenatchee
Page 10 of 17

Reference: 4MG Tank Preliminary Design Scope of Work

Assumptions

- Stantec will utilize the DQMP internally to manage design quality through the project

Deliverables

4.3. Preliminary Design Report

Stantec will prepare a Preliminary Design Report (PDR) to accompany the Preliminary Contract documents (30%) that summarizes the project goals and objectives, describes any changes to the Basis of Design, lists significant risks and issues, and updates the project budget and schedule.

Assumptions

- City will provide comments on PDR within ten days of receiving Draft PDR
- Preliminary Design Contract Documents (30%) will not be updated
- City has requested review of the PDR to be done via email
- Stantec will address one set of review comments on the PDR from the City. Additional reviews will require a change order.

Meetings and Deliverables

- Draft and Final Preliminary Design Report

4.4. CAD Management

Prior to initiating CAD/BIM design, Stantec and the City will collaborate to establish a CAD/BIM Manual, which defines procedures and requirements for the development of electronic models and design drawings. The plan will define software used by each discipline, data exchange and extraction procedures, and drawing production procedures. Electronic file formats to be provided for each deliverable will be defined.

Assumptions

- City will provide CAD/BIM Standards
- Stantec will host CAD/BIM file storage site

Deliverables

- CAD/BIM Manual
- General Drawings

4.5. Civil

Stantec will provide 30% Civil drawings depicting the proposed new storage tank(s), demolition of the existing concrete reservoir, and locations of future site features including relocation of the existing booster pump station. Civil design will include the following components for the 30% design.

- Perform a cut and fill analysis to optimize the site design
- Determine site security, fencing, and site access requirements and preferences

September 25, 2024
City of Wenatchee
Page 11 of 17

Reference: 4MG Tank Preliminary Design Scope of Work

- Determine basic layout of site including access roads complying to Fire Department requirements and Owner preferences
- Plan the stormwater system to comply with the Wenatchee Valley Stormwater Management Program and local City of Wenatchee requirements
- Coordinate with utilities providing service to the site

Assumptions

- City will provide Stantec information regarding security, fencing, site access and preferences

Deliverables

- Preliminary Design Drawings

4.6. Landscape Architecture

Provide a 30% design for the site layout and landscape design for the Okanogan 4 MG Reservoir and associated community green space (as determined). Design development will be coordinated with other discipline design efforts, input from the City, and the community engagement program.

To support public information and outreach activities, Stantec will prepare one 2D color landscape site rendering in PDF and jpeg format of the final 30% Design.

During the LA virtual (MS Teams) workshop described in Section 4.1 above, Stantec will evaluate all input gained from the City and through the community engagement process, develop landscaping improvement options, and select a preferred landscaping strategy to guide the development of the 30% Design Layouts.

Assumptions

- Development of landscape plans will begin after Stantec and the City have defined the overall site programming and configuration.

Deliverables

- 30% Design Layouts
- Site renderings for use in public information materials
- Prepare up to (2) color rendered plan view alternative conceptual site design layouts for presentation in community engagement task

4.7. Structural

Structural design for 30% development will build on the determinations made during the alternatives analysis regarding to material selection of the reservoir and include the following drawings showing the general arrangement of walls, columns, and access openings:

- Preliminary Design Drawings

Reference: 4MG Tank Preliminary Design Scope of Work

Assumptions

- The structural design will conform to the International Building Code as adopted by the State of Washington, including all State amendments.

Deliverables

- Preliminary Design Drawings

4.8. Mechanical

For the 30% design, mechanical will include evaluation of the future relocation of the Okanagan Street Booster Pump Station and conceptual planning of the relocated pump station to include a proposed future location in the site layout and confirm the size and horsepower of the future pump station.

Assumptions

- Existing pump sizes will be used as a basis for determining the amount of space required for the relocated pump station
- Booster chlorination or active reservoir mixing are not required

Deliverables

- Preliminary Design Drawings

4.9. Electrical

The electrical aspect of the 30% design will include evaluation of the current electrical services located at the site and development of an equipment list that will include equipment required to power the electrical devices located at the reservoir site and the future relocated booster pump station. Determination of backup power requirements and equipment will be determined in this initial design phase.

Assumptions

- NFPA 70 – National Electrical Code
- WAC 296-46B Electrical Safety Standards, Administration and Installation

Deliverables

- Equipment List
- Preliminary Design Drawings

4.10. I&C

I&C related items for 30% will include development of Piping and Instrumentation Diagrams (P&IDs) and development of an equipment list for instrumentation required for the reservoir facility to perform per code requirements and per City preferences including consideration of future site features such as the Okanagan Booster Pump Station.

September 25, 2024
City of Wenatchee
Page 13 of 17

Reference: 4MG Tank Preliminary Design Scope of Work

Deliverables

- Preliminary Design Drawings
- P&ID Symbols and Nomenclature
- Instrument Installation Details
- Control Network Architecture
- Piping and Instrumentation Diagrams (P&IDs)
- Equipment List
- PDR Content

Task 5. Other Services

If requested by the City, Stantec will provide additional services outside of the defined scope up to 40 hours of staff time.

Assumptions

- Up to 40 hours of support will be provided for this Subtask
- Stantec will provide an estimated level of effort for activities requested by the City and will receive written authorization prior to initiating work

Project Level Assumptions

- Requested services and reviews that go beyond the scope described above will require a change order.
- Services requested that require additional subconsultant services will require a change order.
- On January 1st of each year the contract is open, Stantec hourly billing rates will be adjusted based on annual salary adjustments.
- A hydraulic analysis will not be conducted at this phase of the project.
- 30% design will not include booster pump chlorination and active mixing.
- 30% design will include geometry of the proposed tank, but will not include design calculations until the next phase of design.
- Drawing list may be revised to comply with scope.
- Stantec has the right to rely upon Assumptions as presented.
- Deliverables will be in an electronic format, unless otherwise noted.

Schedule of Services

Task No.	Start Date	Completion Date
1. Project Management	November 1, 2024	December 31, 2025

September 25, 2024
City of Wenatchee
Page 14 of 17

Reference: 4MG Tank Preliminary Design Scope of Work

2. Basis of Design Report	November 1, 2024	April 30, 2025
3. Design Support	April 30, 2024	December 31, 2025
4. 30% Design	March 15, 2024	July 31, 2025
5. Undefined Services	November 1, 2024	December 31, 2025

Basis of Fee

The proposed level of effort for this scope of work is \$397,554.00, to be billed at time and materials, (plus expenses), not to exceed without prior written approval.

We appreciate the opportunity and look forward to working with City of Wenatchee on the 4MG Tank Project.

Regards,

Stantec Consulting Services Inc.



Russ Connole
Senior Project Manager
Phone: 509-934-5114
Russell.connole@stantec.com

September 25, 2024
City of Wenatchee
Page 15 of 17

Reference: 4MG Tank Preliminary Design Scope of Work

Attachment 1: Preliminary Drawing List

September 25, 2024
City of Wenatchee
Page 16 of 17

Reference: 4MG Tank Preliminary Design Scope of Work

30% Drawing List

General

- G-1 Cover
- G-2 Drawing Index
- G-3 Location and Vicinity Maps
- G-4 Symbols
- G-5 Abbreviations
- G-6 Process Flow Diagram
- G-7 Design Criteria and Equipment & Valve Schedules
- G-8 Piping Schedule
- G-9 Existing Site Plan & Key Map

Demolition

- D-1 Demolition Plan I

Civil

- GC-1 General Civil Symbols and Notes
- GC-2 General Civil Standard Details 1
- GC-3 General Civil Standard Details 2
- C-1 Civil Site Plan
- C-2 Grading and Paving Plan
- C-3 Yard Piping Plan
- C-13 Storm Drainage Details

Landscaping

- L-2 Overall Landscape Plan
- L-9 Landscape Site Rendering

Structural

- GS-1 Structural General Notes and Std Details
- S-1 Structural Foundation Plan
- S-2 Structural Roof Plan
- S-3 Structural Section -1

Electrical

- E-1 Electrical Symbols and Abbreviations
- E-2 Electrical One Line

September 25, 2024
City of Wenatchee
Page 17 of 17

Reference: 4MG Tank Preliminary Design Scope of Work

- E-3 Electrical Schedules
- E-5 Electrical - Site Plan

Instrumentation & Control

- I-1 P&ID - Symbols and Abbreviations
- I-2 P&ID - Instrument Installation Details
- I-3 P&ID - Control Network Architecture
- I-4 P&ID - Reservoir
- I-5 P&ID - Power Systems
- I-6 P&ID - Sample Collection and Return System
- I-7 P&ID - Future Booster Pump Station
- I-8 P&ID - Inlet Meter and Valve Vaults



SUMMARY REPORT

Project Company	Stantec US Business Group
Project Currency	US Dollar
Contract Type	Time & Material
Project Number	TBD
Project Name	City of Wenatchee 4MG Tank
Client Name	City of Wenatchee
Business Centre	2002
Project Manager	Russell Connole
Project Independent Reviewer	Mackenzie Burns

Project Summary	Total Fee
Labour	\$303,078.62
Expense	\$6,255.00
Subs	\$88,220.39
Total	\$397,554.00

Planned Start Date	Planned End Date
2024-11-01	2025-12-31

Name	Role	Billing Level	Billing Rate	Hours	Sub-Total Fee
Connole, Russ	Project Manager	Level 14	\$230.00	129.00	\$29,670.00
Black, Bryan	PIC	Level 16	\$269.00	68.00	\$18,292.00
Graham, Mark	Engineering Manager	Level 17	\$278.00	105.00	\$29,190.00
Soohee, Lloyd	Structural QA/QC	Level 16	\$269.00	26.00	\$6,994.00
Sargent, Zak	Civil Engineer	Level 13	\$219.00	39.00	\$8,541.00
Bailey, Tom	Project Technical Lead	Level 13	\$219.00	246.00	\$53,874.00
Nishihara, Andrew	ITR	Level 15	\$244.00	8.00	\$1,952.00
Carpenter, Andrea	Civil - EIT	Level 09	\$176.00	118.00	\$20,768.00
Wong, Steven	Structural Engineer	Level 13	\$219.00	62.00	\$13,578.00
Radford, Scott	LA	Level 14	\$230.00	32.00	\$7,360.00
Payne, Keya	LA Designer	Level 09	\$176.00	44.00	\$7,744.00
Thompson, Meghan	CAD Lead	Level 12	\$208.00	20.00	\$4,160.00
Balraj, Manikandan	CAD	Level 05	\$146.00	106.00	\$15,476.00
Pham, Nathan	Process Mech EIT	Level 09	\$176.00	44.00	\$7,744.00
Deerkop, John	Electrical Engineering Lead	Level 15	\$244.00	20.00	\$4,880.00
Gest, Pierson	EE CAD	Level 11	\$198.00	14.00	\$2,772.00
Mongrain, Mike	EE - ITR	Level 13	\$219.00	2.00	\$438.00
Brown, Rachel	Environmental Lead	Level 13	\$219.00	32.00	\$7,008.00
Gorman, Cyrus	Envir Specialist	Level 14	\$230.00	6.00	\$1,380.00
Stewart, Simon	Civil and Mech ITR	Level 11	\$198.00	6.00	\$1,188.00
Aquino, Alexander	I&C	Level 16	\$269.00	37.00	\$9,953.00
Herrera, Barbara	I&C ITR	Level 15	\$244.00	2.00	\$488.00
Pugel, Kim	Funding Lead	Level 12	\$208.00	103.00	\$21,424.00
Broughton, Amy	Funding QC	Level 16	\$269.00	4.00	\$1,076.00
Fenimore, Trevor	Project Accounting	Level 07	\$160.00	4.00	\$640.00
Kraemer, Jack	Cost Estimator	Level 12	\$208.00	48.00	\$9,984.00
Blake, Jazmyne	PMA	Level 07	\$160.00	54.00	\$8,640.00
				1,379.00	\$295,214.00

Expense	Billing Rate	Units	Sub-Total Fee
Expenses	\$1.10	5,686.36	\$6,255.00
			\$6,255.00

Subs	Billing Rate	Units	Sub-Total Fee
Subconsultant	\$1.10	80,200.35	\$88,220.39
			\$88,220.39

Escalation	Billing Rate	Units	Sub-Total Fee
Escalation (Labour)	-	-	\$7,864.62
			\$7,864.62



Capital Project Budget

Date: August 30, 2024 Project Number: 2404

Project Name: 4 Million Gallon Reservoir Replacement Dept/Category: Public Works/Water

Project Description: This project will acquire the property and start planning efforts to design and replace the existing 90 year old water reservoir. Planning is expected to take up to 3 years with construction in 2027. This tank will be a precast concrete tank and will be upsized from 4 million gallons to a 6 million gallon tank. We anticipate getting State Drinking Water Funds for the construction. City would be responsible for the 25% match of costs.

Project Lead:	Darci Ronning	Start Year:	2024
Assigned Department:	Public Works	End Year:	2028
Original Project Budget:	\$16,716,293	Total City Funding:	\$4,179,073
Budget Amendment:	\$16,716,293	Other Funding:	\$12,537,220

Project Notes:
Other funding opportunities may reduce the city portion of funding when the time comes to apply for funding grants.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2025	2026	2027+	
Planning & Design	150,000		150,000	800,000	812,000		1,762,000
Construction						14,917,000	14,917,000
Art Fund 1% of construction funds						37,293	37,293
Total Project Expenditures	150,000		150,000	800,000	812,000	14,954,293	16,716,293

Project Revenues by Category	Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
				2025	2026	2027+	
Fund: 401 - Water Utility			150,000	800,000	812,000		1,762,000
Fund:							
Fund:							
Fund:							
Fund:							
GRANTS: State Drinking Water Funds						14,917,000	14,917,000
Total Project Revenues			150,000	800,000	812,000	14,917,000	16,679,000

Approved by City Council: _____ Date _____



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor City Council

FROM: Darci Ronning, Public Works Department

MEETING DATE: October 24, 2024

I. SUBJECT

City Project 2307 – contract with RH2 Engineering for electrical engineering services for the Generators for Critical Water Infrastructure Resiliency project.

II. ACTION REQUESTED

Staff requests the City Council to approve the professional service agreement for RH2 to assist with electrical engineering and support on the Hazard Mitigation Grant for Generators for Critical Water Infrastructure Resiliency and authorize the City Administrator to sign the agreement.

OVERVIEW

- III.** The City of Wenatchee Public Works Department applied for funding through the FY2021: Hazard Mitigation Grant Program, Post Fire Recovery funding opportunity for the acquisition and installation of eight (8) emergency back-up generators to support its critical water facilities. These facilities include the City's regional water supply facilities and pumps (hydrants as well as residential and commercial structures) as well as waste water treatment plant facilities and pumps. Funding will allow for the uninterrupted operation of critical water facilities within the City of Wenatchee during a power outage caused by hazardous events common to Chelan County, WA (fire, flood, earthquake, extreme weather event, etc.). This proposal will directly address priority actions and needs outlined within the local Chelan County Multi-Jurisdictional Natural Hazard Mitigation Plan and ensure adequate water availability and critical infrastructure operations in the event of a natural disaster. RH2 services will assist the city with right sizing each generator, procurement and prepare a plan sheet for each site and prepare a bid package for the installation of each generator.

IV. FISCAL IMPACT

RH2 scope of work \$128,957 will be paid out of city water (401) and sewer (405) funds.

V. PROPOSED PROJECT SCHEDULE

Upon approval, city staff will begin planning efforts for the site preparations and procurement of the generators. A kick off meeting will take place with RH2 and city staff after we have a fully executed agreement. Staff can provide updates to this project as it progresses. The full project schedule will be based on the delivery times of the generators once ordered.

VI. REFERENCE(S)

1. Professional service agreement and scope of work
2. Capital Project Budget

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Tom Wachholder, Public Works Director
Jessica Shaw, Deputy Public Works Director
Brad Posenjak, Finance Director
Laura Gloria, City Administrator
Jake Lewing, City Engineer
Nataliann Tutino, Financial Analyst



CITY OF WENATCHEE

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

DEPARTMENT OF PUBLIC WORKS

PROFESSIONAL SERVICES AGREEMENT

CPN 2404 – 4MG Tank Replacement

The City of Wenatchee, Washington, a municipal corporation (“City”) and Stantec Consulting Services Inc., whose address is 304 W Pacific Ave Ste 360, Spokane, WA 99201 (“Consultant”), agree and contract as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for completion of these services shall not exceed \$397,554.00, as detailed in Attachment B.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors’ fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days’ notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement,

Apple Capital of the World

shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

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

V. GENERAL ADMINISTRATION AND MANAGEMENT

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

VI. COMPLETION DATE

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

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

VII. SUCCESSORS AND ASSIGNS

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

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in

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

IX. HOLD HARMLESS/INDEMNIFICATION

To the greatest extent allowed by law the Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all injuries, damages, or losses or suits including reasonable attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

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

X. LIABILITY INSURANCE COVERAGE

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with

any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

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

XII. FUTURE SUPPORT

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

XIII. INDEPENDENT CONTRACTOR

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

XIV. EXTENT OF AGREEMENT/MODIFICATION

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

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

XVI. VENUE, APPLICABLE LAW AND JURISDICTION

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

XVII. DISPUTES

If requested in writing by either the City or the Consultant, the City and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by the agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to non-binding arbitration.

XVIII. LIABILITY AND DAMAGES

As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors. Neither the City nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursements or credits from governmental or other agencies.

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

CONSULTANT:

CITY OF WENATCHEE:

By: _____
Russ Connole, Senior Project Manager

By: _____
Laura Gloria, City Administrator

Date: _____

Date: _____



Capital Project Budget

Date: August 30, 2024

Project Number: 2307

Project Name: Generators for Critical Utility Infrastructure

Dept/Category: Public Works/Water & Sewer

Project Description: Backup power is essential for maintaining critical utility services during and after natural disasters, such as wildfires, and power failures. City staff applied for a grant through the Chelan County FEMA Post Fire mitigation program to provide generators for the wastewater treatment plant, two sewer lift stations, and the City's 4 drinking water reservoirs and pump stations. FEMA awarded the funds.

Project Lead:	Darci Ronning	Start Year:	2023
Assigned Department:	Public Works	End Year:	2025
Original Project Budget:	\$1,700,000	Total City Funding:	\$264,170
Budget Amendment:	\$1,210,662	Other Funding:	\$946,492

Project Notes:
The grant will require a 12.5 percent match equal to \$106,250 per utility/\$ 212,500. The city pays a 1 % art fund on the city's dollar match equal to \$ 2,125. State: \$135,213.09 , Federal \$ 811,278.56, plus the city's match of \$ 135,213.09 for a total = \$ 1,081,704.74. Utility funding will fund time for project management for the engineering, bid package and selection with the water and sewer utility funds. Procurement of the generators will happen first, then their bid once we have confirmed shipping dates.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2025	2026	2027+	
Planning & Design				128,957			128,957
Generators - procurement				931,705			931,705
Construction/Installation				150,000			150,000
Art Fund - NA				-			
Total Project Expenditures				1,210,662			1,210,662

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2025	2026	2027+	
Fund: match 12.5%	401 - Water Utility	67,607			67,607			67,607
Fund: match 12.5%	405 - Sewer Utility	67,607			67,607			67,607
Fund:	401 - Water Utility	64,479			64,479			64,479
Fund:	405 - Sewer Utility	64,479			64,479			64,479
Fund:								
GRANTS: FEMA Federal					811,279			811,279
GRANTS: FEMA State					135,213			135,213
Total Project Revenues		264,170			1,210,662			1,210,662

Approved by City Council: _____ Date _____



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

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

MEETING DATE: October 24, 2024

I. SUBJECT

Water and Sewer Code Revisions

II. ACTION REQUESTED

Motion requested for the City Council to adopt Ordinance No. 2024-24 amending the water utility code and Ordinance No. 2024-25 amending the sewer utility code.

III. OVERVIEW

When a new connection is made to the utilities, the customer pays a system investment fee for both water and sewer. The purpose of the system investment fee is for new customers to pay for their share of the capacity of the system they will use. In 2017, the City modified the sewer system investment fee calculation process for multi-family development to support middle housing. In 2020, the calculation process was modified again at the same time as the connection fees were updated.

The current proposed code changes help clarify the connection options for multi-family development to continue to support middle housing. The code changes do not increase the cost to new customers nor do they change the system investment fee calculation process for multi-family development. The changes are consistent with recent state legislation pertaining to middle housing. Specifically, the water code changes in Ordinance No. 2024-24 provides options for metering different multi-family developments taking into consideration accessory dwelling units, townhomes, duplexes and the variety of other options. The water code changes are also intended to reduce the number of sidewalk and street cuts in existing neighborhoods along with the number of water meters that need to be added to the system to support development. The sewer code changes in Ordinance No. 2024-25, clarifies the multi-family sewer classification and removes specific language that didn't include all of the possible multi-family housing options.

IV. FISCAL IMPACT

The proposed code changes are anticipated to help protect the City's investments in streets and sidewalks as well as support efficient operation and maintenance of the water utility.

V. PROPOSED PROJECT SCHEDULE

If approved, the utility code changes would become effective thirty days after adoption.

VI. REFERENCE(S)

1. Ordinance No. 2024-24
2. Ordinance No. 2024-25

VII. ADMINISTRATIVE ROUTING

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

ORDINANCE NO. 2024-24

AN ORDINANCE, amending Chapter 9.12 WCC relating to water – rules and regulations.

THE CITY COUNCIL OF THE CITY OF WENATCHEE DO

ORDAIN as follows:

SECTION I

Chapter 9.12 “Water – Rules and Regulations” of the Wenatchee City Code

shall be and hereby is amended, in pertinent part, to read as follows:

9.12.010 Definitions.

Unless the context specifically indicates otherwise, the following terms and phrases, as used in this chapter, shall have the meanings hereinafter designated:

(1) “Customer” shall mean the person in whose name service is rendered as evidenced by the person’s signature on the application or contract for that service, or in the absence of a signed instrument, by the receipt and payment of bills regularly issued in the person’s name regardless of the identity of the actual user of the service.

(2) “Director” wherever used in this chapter shall be held and construed to mean the director of public works of the city of Wenatchee or his/her duly appointed and designated representative, and any act in this chapter required or authorized to be done by the director may be done on behalf of the director by said representative or an authorized officer or employee of the water division.

~~(3) “Domestic use” is defined as single family or duplex residential units. All other metered uses are defined as commercial uses.~~

(34) “Person” wherever used in this chapter shall be held to mean and include natural persons of either sex, associations, partnerships and corporations, whether acting by themselves or by a servant, agent or employee; the singular number shall

be held and construed to include the plural and the masculine pronoun to include the feminine.

(45) “Shall” defines a mandatory requirement. (Ord. 2021-35 § 1; Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2399 § 1, 1980; Ord. 2227 § 1, 1976)

9.12.100 Service – Connection specifications.

The director shall specify how connections shall be made with the water system, but shall not allow any connections to be made until all rules contained in this chapter for the same have been complied with. All regulations contained in the adopted edition of the Uniform Plumbing Code shall also apply. All service connections must be metered. ~~The water service connection to a building is with one meter per building for one or more sewer customer classifications as set forth in WCC 4.08.040.~~ In addition, the following specifications become applicable as allowed by the director:

(1) When the meter and/or city-owned water infrastructure is allowed by the director to be placed outside the right-of-way, an easement must be provided to the water utility purveyor as set forth in WCC 11.20.060.

(2) When a single commercial building with multiple meters serves multiple sewer customer classifications as set forth in WCC 4.08.040, each sewer customer classification served shall have separate plumbing per meter. When a new meter is added to an existing commercial building, a plumbing permit is required to specifically eliminate accessibility to the previous water supply connected to the original meter.

(3) ~~When a single parcel has multiple residential units, all units shall be served by one single water meter. In the case of multiple buildings on one parcel, a single water meter shall serve all buildings, except a single water meter may be used for each building with multiple units contained within a single building a single building with multiple meters serves only one sewer customer classification as set forth in WCC 4.08.040, each unit served shall have individual plumbing (the intent is to allow multifamily buildings to have separate water meters for each unit).~~

(4) Single meters to multiple buildings shall be equipped with in-premises shut-off valves for each building. The director may require each separate dwelling or building to be connected to the water system by a separate pipe controlled by a valve accessible at all times to the employees of the water division. (Ord. 2021-35 § 1; Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 10, 1976)

SECTION 2

The provisions of this Ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, section or portion of this Ordinance, or the invalidity of the application thereof to any person or circumstances shall not affect the validity of the remainder of this Ordinance, or the validity of its application to other persons or circumstances.

SECTION 3

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 4

A summary of this Ordinance will be published in the official newspaper of the City of Wenatchee and shall be in full force and effect ~~January 1, 2025~~thirty days (30) after passage and publication as provided by law.

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

CITY OF WENATCHEE, a Municipal Corporation

By: _____
MIKE POIRIER, Mayor

ATTEST:

By: _____
TAMMY McCORD, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney Emeritus

ORDINANCE NO. 2024-25

AN ORDINANCE, amending Chapter WCC relating to sewers – rates and charges.

THE CITY COUNCIL OF THE CITY OF WENATCHEE DO

ORDAIN as follows:

SECTION I

Chapter 4.08 “Sewers – Rates and Charges” of the Wenatchee City Code

shall be and hereby is amended, in pertinent part, to read as follows:

4.08.037 System investment fee.

(1) Each new connection to the city’s sewer system shall pay to the city a “system investment fee,” as provided for by RCW 35.92.025. The system investment fee will represent a recovery by the city of its net investment in the sewer utility to be used by the customer connecting to the sewer system. The system investment fee shall be a flat charge per dwelling unit for single-family residential.

On March 1, 2022, connection fees will increase three percent. Then on January 1, 2023, fees will increase three percent and each successive year thereafter. Fees will be rounded up to the nearest dollar.

For multifamily, the system investment fee will be calculated on the number of units using the current system investment fee rate for the first unit on each water meter, then for all additional units on the same water meter, the fee will be calculated at 50 percent of the system investment fees times the number of units.

Commercial businesses will be classified as low/domestic, medium, and high-strength commercial and industrial customer classifications. The equivalent residential unit will be based on the water meter size serving these classifications shall be used to calculate the system investment fee as shown on the table in this section.

Where a commercial or residential customer includes more than one activity, the system investment fee shall be based on that fee applicable to the activity with the highest wastewater strength classification. The system investment fee shall be

payable when making application for connection to the city’s sewer system for residential or commercial establishment.

The system investment fee for each customer classification is as follows:

Customer Classification	Charge for First Dwelling Unit or Equivalent Residential Unit	Charge for Additional Equivalent Residential Unit
Single-family residential	\$3,821	N/A
Multifamily residential	\$3,831	\$1,910 x # of Units
Commercial/industrial (low/domestic)	\$3,821	\$2,949
Commercial/industrial (medium)	\$4,586	\$3,439
Commercial/industrial (high)	\$5,502	\$4,127
The determination of equivalent residential units for commercial/industrial customers shall be in accordance with the table below based on the water meter size serving the sewer customers. Multifamily is not calculated on meter ERUs; it is calculated on number of dwelling units.		
On March 1, 2022, connection fees will increase three percent. Then on January 1, 2023, fees will increase three percent and each successive year thereafter. Fees will be rounded up to the nearest dollar. For the most current fees please contact the public works department at (509) 888-3200.		

Water Meter Size	ERU
3/4" or 5/8" x 1"	1
1"	2.5
1-1/2"	5
2"	8
3"	16
4"	25
6"	50
8"	80

The determination of equivalent residential units for commercial/industrial customers shall be in accordance with the table below based on the water meter size

serving the sewer customers. Multifamily is not calculated on meter ERUs; it is calculated on number of dwelling units.

On March 1, 2022, connection fees will increase three percent. Then on January 1, 2023, fees will increase three percent and each successive year thereafter. Fees will be rounded up to the nearest dollar.

For the most current fees please contact the public works department at (509) 888-3200.

(2) A credit against the system investment fee shall be allowed in an amount equal to the amount of sewage disposal payments actually made or 36 monthly payments, whichever amount is less, at the time property is connected to the sewage disposal system for those properties previously charged the sanitary sewer service fee because the property was located within 200 feet of the sewage disposal system, even though the property was not connected to the system.

(3) If a sewer service remains disconnected resulting from disconnection of domestic water for four years or more, the property owner will be required to pay the sewer system investment fees at the time their water service is reconnected unless the property owner can provide proof that the applicable system investment fees were previously paid. If a change of use occurs on the property, including but not limited to a change in the classification from a lower classification to a higher classification as set forth in WCC 4.08.040, a change in the number of dwelling units, addition of a new water meter or an increase in the size of the existing water meter, the property owner shall be required to pay the difference in the sewer system investment fees. Sewer system investment fees shall not be refunded for decreases in meter size, removal of a water meter, a decrease in the number of dwelling units or decrease in sewer classification. (Ord. 2021-34 § 1; Ord. 2020-13 § 5; Ord. 2017-11 § 1; Ord. 2016-17 § 1; Ord. 2007-02 § 6; Ord. 2003-23 § 3)

4.08.040 Customer classification.

Each customer connected to the city's sewer system shall be classified based on the type of business or residential activity to be conducted or being conducted on the premises and/or the specific characteristics of the wastewater being discharged. Wastewater discharges shall be characterized by the strength of the wastewater based on BOD and suspended solids, the concentration of metals, and/or other organic chemicals that may affect the treatability of the discharge. These customer classifications shall include residential, commercial/industrial, and special permit dischargers as defined below. The ranges of BOD and suspended solids given for each classification are from the Washington State Department of Ecology

Publication Number 98-37 entitled “Criteria for Sewage Works Design” and may not represent the actual strength discharged by a specific customer.

(1) Residential. Residential customers include single-family residential and multifamily residential which discharge to the sewer system wastewater of a domestic nature and with an average strength of less than 240 mg/l of BOD and 260 mg/l of suspended solids. The two classifications of residential are further defined as follows:

(a) Single-Family Residential. A single-family residential customer shall be deemed to mean a separate dwelling occupied by one family with a single connection to the city’s sewer system. A single-family residence may be site-built or manufactured.

(b) Multifamily Residential. This classification shall include a residential building ~~or buildings~~ containing two or more dwelling units each with separate kitchen facilities, or multiple residential buildings on the same lot, ~~cottage housing and mobile or manufactured home parks connected to the city’s sewer system by one or more connecting sewers.~~

(2) Commercial/Industrial. Commercial/industrial customer classifications are distinguished based on type of business and/or their wastewater characteristics. The three classifications include domestic, medium strength wastewater, and high-strength wastewater. The types of commercial, institutional, and industrial in each of the three categories, and the average strength of the wastewater based on these activities, is identified below:

(a) Commercial/Industrial –Low/ Domestic. Customers in this classification will typically have a wastewater strength that is primarily domestic in character and on an average basis does not exceed 240 mg/l of BOD and 260 mg/l of suspended solids. Commercial and industrial activities included in this classification are as follows:

- (i) Professional offices;
- (ii) Retail sales;
- (iii) Auto service and repair;
- (iv) Motels and hotels (rooms only).

(b) Commercial/Industrial – Medium. Customers in this classification will have an average wastewater strength that is greater than that of the commercial/industrial – domestic classification but on a daily average will not exceed 410 mg/l of BOD and 425 mg/l of suspended solids and will not exceed a five-day average of 240 mg/l of

BOD and 260 mg/l of suspended solids. Commercial and industrial activities included in this classification are:

(i) Grocery stores without food grinders;

(ii) Hospitals and convalescent centers;

(iii) Manufacturers;

(iv) Food processors.

(c) Commercial/Industrial – High. Customers in this classification will have an average wastewater strength that is greater than that of the commercial/industrial – medium classification but on the average does not exceed a daily average of 1,150 mg/l of BOD and 1,200 of mg/l suspended solids and will not exceed a five-day average of 450 mg/l of BOD and 460 mg/l of suspended solids. The types of business included in this classification are restaurants, hotels with dining facilities, bakeries, auto steam cleaning, grocery stores with food grinders, mortuaries, commercial laundries and special industrial manufacturing or processing activities.

(3) Special Permit Dischargers. This classification of customer includes commercial or municipal operators who, through a separate license, permit, or contract, are authorized to discharge at a designated point in the city POTW wastes collected from other sources such as wastewater from cleanup projects, or other hauled wastewater. The city shall establish administratively the requirements for licensing each firm, person or municipality wishing to discharge waste to the city POTW. See WCC 4.08.080, 4.08.100 and 4.08.110 for additional requirements.

(4) Dual Classification. Where a customer connected to or connecting to the city's sewer system includes activities and wastewater strengths falling in more than one of the classifications defined above, the customer shall be classified based on the highest strength of wastewater from the activities carried on in the premises. If the water service to each type of activity in the building can be separated and a separate meter installed to each activity, then each activity would be classified as a separate customer under the applicable classification.

(5) Home Occupation. Customers with approved home occupations shall be classified based on the highest strength of wastewater from the activities carried on in the premises. Customers whose home occupation meets the criteria of the commercial/industrial-domestic category shall be billed as a residential customer. All other customers operating home occupations shall be billed as a commercial/industrial customer under the appropriate commercial/industrial

category. (Ord. 2021-34 § 1; Ord. 2017-11 § 1; Ord. 2016-17 § 1; Ord. 2007-02 § 8; Ord. 2004-27 § 4)

SECTION 2

The provisions of this Ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, section or portion of this Ordinance, or the invalidity of the application thereof to any person or circumstances shall not affect the validity of the remainder of this Ordinance, or the validity of its application to other persons or circumstances.

SECTION 3

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 4

A summary of this Ordinance will be published in the official newspaper of the City of Wenatchee and shall be in full force and effect ~~January 1, 2025~~ thirty days (30) after passage and publication as provided by law.

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

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
MIKE POIRIER, Mayor

ATTEST:

By: _____
TAMMY McCORD, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney Emeritus



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Aaron Kelly, Operations Manager
Public Works Department

MEETING DATE: October 24, 2024

I. SUBJECT

City Project SW24-04 – Unit-Priced Concrete Flatwork
Authorization to Award Construction Contract

II. ACTION REQUESTED

Staff recommends that the City Council award the construction contract for the Unit-Priced Concrete Flatwork, Project No. SW24-04, to Black Forest Foundation, Inc in the amount of \$144,250.00 and authorize the City Administrator to sign the contract documents.

III. OVERVIEW

Over the past five years the city has contracted concrete flatwork through an on-call concrete contract. The most recent contract expired in September. The contract facilitated timely restoration of concrete infrastructure during times when the city's maintenance crews were experiencing increased workloads.

City's Streets and Utility Divisions have funding in their line item budgets for concrete flatwork and the work will be completed through task assignments. The task assignments will allow each division to manage their budgets and workload. The quantities shown in the bid proposal are an estimate to provide a common proposal for bidders. Payment will be based strictly on the work performed, and the city has no obligation to assign a minimum amount of work.

The project was distributed to MRSC's Small Works Roster on October 1, 2024 and we received two bids. Black Forest Foundation was the low bid and is consistent with previous years flatwork pricing and therefore, staff recommends to award the contract to Black Forest Foundation, Inc.

IV. FISCAL IMPACT

The contract is available to all city maintenance crews. It is expected that task assignments will be funded by Funds 108, 401, 405, or 410 depending on the nature of the work.

V. PROPOSED PROJECT SCHEDULE

Work will be assigned by the city on a task order basis. The contract will be in effect for one year from the date of execution or until the total payment has reached \$150,000, whichever is sooner.

VI. REFERENCE(S)

1. Bid Tab
2. Bid Proposal

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Laura Gloria, City Administrator
Brad Posenjak, Finance Director
Tom Wachholder, Public Works Director
Nataliann Tutino, Senior Financial Analyst



City of Wenatchee
Bid Tabulation
SW24-04 Unit Priced Concrete Flatwork
Bid Due Date: 10/15/2024

Lowest Responsive Bidder

Non-Responsive

Black Forest Foundation, Inc.

Jones Concrete LLC

Item No.	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total
1	Minor Change	1	CALC	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	Removing Cement Conc. Sidewalk	25	SY	\$ 135.00	\$ 3,375.00	\$ 135.88	\$ 3,397.00
3	Removing Cement Conc. Driveway Entrance	25	SY	\$ 190.00	\$ 4,750.00	\$ 135.88	\$ 3,397.00
4	Removing Cement Conc. Curb	50	LF	\$ 105.00	\$ 5,250.00	\$ 108.90	\$ 5,445.00
5	Removing Cement Conc. Curb and Gutter	50	LF	\$ 105.00	\$ 5,250.00	\$ 108.90	\$ 5,445.00
6	Removing Cement Conc. Pedestrian Curb	25	LF	\$ 105.00	\$ 2,625.00	\$ 108.90	\$ 2,722.50
7	Crushed Surfacing Top Course	50	TON	\$ 50.00	\$ 2,500.00	\$ 27.25	\$ 1,362.50
8	Crushed Surfacing Base Course	40	TON	\$ 50.00	\$ 2,000.00	\$ 27.25	\$ 1,090.00
9	Adjust Valve Box	5	EA	\$ 160.00	\$ 800.00	\$ 163.00	\$ 815.00
10	Adjust Water Box Chamber	15	EA	\$ 160.00	\$ 2,400.00	\$ 163.00	\$ 2,445.00
11	Cement Conc. Traffic Curb and Gutter	150	LF	\$ 70.00	\$ 10,500.00	\$ 65.00	\$ 9,750.00
12	Cement Conc. Traffic Curb	150	LF	\$ 50.00	\$ 7,500.00	\$ 65.00	\$ 9,750.00
13	Cement Conc. Pedestrian Curb	100	LF	\$ 50.00	\$ 5,000.00	\$ 54.00	\$ 5,400.00
14	Cement Conc. Driveway Entrance	50	SY	\$ 240.00	\$ 12,000.00	\$ 200.00	\$ 10,000.00
15	Cement Conc. Sidewalk	250	SY	\$ 190.00	\$ 47,500.00	\$ 200.00	\$ 50,000.00
16	Cement Conc. Curb Ramp	100	SY	\$ 270.00	\$ 27,000.00	\$ 285.00	\$ 28,500.00
17	Adjust Junction Box	5	EA	\$ 160.00	\$ 800.00	\$ 163.00	\$ 815.00
					\$144,250.00	\$145,334.00	

10/11/24 4:45 p.m.

BID FORMS

WENATCHEE SMALL WORKS ROSTER GENERAL CONDITIONS

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

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

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

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

2. **ASSUMPTION OF LIABILITY**: The Contractor will indemnify and hold harmless the City and any and all of the City's officers' principals, agents and employees, from any liability, loss, damage, cost, charge or expense, whether direct or indirect and whether occasioned by injury or loss to persons or property, to which the City or said other indemnity may be put or subject by reason of any act, action, neglect, omission, or default by the Contractor or any of the Contractor's or subcontractor's officers, principals, agents or employees, arising from or relating to the Work, specifically including any liability or alleged liability of any indemnitees that may arise from injury or loss suffered by any employee of the Contractor or any subcontractor regardless of any immunity provided by the Washington Industrial Insurance Act, RCW Title 51, or any other applicable law. This section shall not apply where such injury or loss is solely caused by the negligence of the indemnitees. With regard to any claim based on the concurrent negligence of the Contractor, and the Contractor's agents or employees, and the City, the Contractor's liability under this section shall apply to the full extent of the negligence of the Contractor, and the Contractor's agents or employees.
3. **SUBCONTRACTS**: The Contractor shall provide names of any subcontractor used for this "Work."

4. **ASSIGNMENT**: The Contractor shall not assign the rights under this project contract for the Work or any part thereof without the advanced written approval of the City.
5. **TIME FOR COMPLETION**: The Contractor shall complete the work to the reasonable satisfaction of the City, free of all claims, liens and charges, as specified in Section 1-08.5 of the Special Provisions.
6. **CONDITIONS OF WORK**: By submitting a bid in response to the City's solicitation for quotations, the Contractor represents and warrants to the City that the Contractor has fully informed himself of all conditions relating to the Work involved for completing the Work. In prosecuting Work the Contractor shall employ such methods or means as will not interfere or interrupt the work of the City or its agents, employees or contractors.
7. **PREVAILING WAGES**: The Contractor, and its subcontractors, if any, shall fully comply with all applicable provisions of RCW Chapter 39.12, concerning payment of prevailing wages, including the filing and payment of fees for all required statements and affidavits. The prevailing wages in effect at the time of bid for the Work are included in this solicitation for quotations. The Contractor may also determine the prevailing wages in effect by contacting the Washington Department of Labor and Industries, ESAC Division, General Administration Building, Olympia, Washington 98504, (360) 902-5335.
8. **PAYMENT AND RETAINAGE**: The City shall pay the Contractor on a monthly basis for all work and services satisfactorily completed during the preceding month. The city will retain 5% of each payment owed to the contractor in accordance with RCW 60.28. Retainage will be released 60 days following notice of final completion of the work, or until receipt of all necessary releases from the Department of Revenue and Labor and Industries and settlement of any claims filed under RCW 60.28, whichever is later.
9. **PAYMENT AND PERFORMANCE BOND**: The Contractor must provide the City with a payment and performance bond in the amount of the bid before the contractor will be issued a notice to proceed. The Payment and Performance Bond shall be in a form acceptable to the City. For contracts under \$150,000, the Contractor may ask the agency to waive the bonds and instead retain 10% of the contract amount for 30 days after the date of final acceptance, or until the receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries, whichever is later.
10. **CONTRACTOR'S RESPONSIBILITY**: The Contractor will prosecute the Work in accordance with instructions, descriptions and/or plans and specifications provided by the City. The Contractor shall carry on the Work at his own risk until the same is fully completed and accepted, and shall, in the case of any accident, destruction or injury to the Work.
11. **MINIMUM SCOPE OF INSURANCE**: The Contractor's required insurance shall be of the types and coverage as stated below:



1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
12. **MINIMUM AMOUNTS OF INSURANCE:** The Contractor shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
13. **CITY FULL AVAILABILITY OF CONTRACTOR LIMITS:** If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.
14. **OTHER INSURANCE PROVISION:** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.



15. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
16. **VERIFICATION OF COVERAGE:** The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.
17. **SUBCONTRACTORS' INSURANCE:** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
18. **NOTICE OF CANCELLATION:** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.
19. **FAILURE TO MAINTAIN INSURANCE:** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.
20. **SAFETY:** The Contractor and his subcontractors shall take all safety precautions and furnish and install the guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the Work.\)
21. **APPLICABLE LAW:** Contractor shall comply with all applicable federal, state and local laws and regulations, which are deemed to be incorporated into this Contract. This Contract shall be construed, for all purposes, solely and exclusively in accordance and pursuant to the laws of the State of Washington. Venue of any action filed to enforce or interpret the provisions of this Contract shall be in Chelan County Superior Court. In the event of litigation to enforce the provisions of this Contract, each party shall bear its own attorney fees and costs incurred therein.

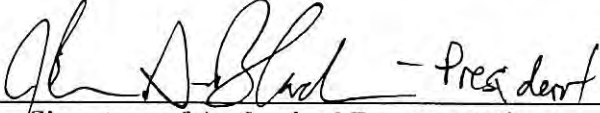
 **THE CONTRACTOR, BY SIGNING THESE GENERAL CONDITIONS, AGREES TO THESE TERMS AND CONDITIONS. THIS CONTRACT DOCUMENT MUST BE**

City of Wenatchee
Unit Priced Concrete Flatwork

October 2024
Bid Forms

SIGNED AND RETURNED TO THE CITY OF WENATCHEE WITH THE CONTRACTOR'S BID FOR THIS WORK.

These General Conditions are agreed to by BLACK FOREST FOUNDATION INC.
Company Name

By  - President 07 OCT 2024
Signature of Authorized Representative Date

**City of Wenatchee
 Unit Priced Concrete Flatwork**

BID PROPOSAL

This Proposal is submitted as an offer by the undersigned, having examined the Contract Documents and considered all conditions to be encountered, to enter into a Contract with the City of Wenatchee (City) to furnish all labor, materials, and equipment, and to perform all work necessary to complete this project, in accordance with the Contract Documents, in consideration of the amounts stated in this Proposal.

PROPOSAL AMOUNTS

Unit prices for all items, all extensions, and total amount of Bid shall be shown. Enter unit prices in numerical figures only in dollars and cents, i.e. to two (2) decimal places (including for whole dollar amounts). All figures must be clearly legible. Bids with illegible figures in the Unit Price column will be rejected as unresponsive. Where conflict occurs between the unit price and the total amount specified for any item, the unit price shall prevail, and totals shall be corrected to conform thereto.

The Bidder will provide the following items in accordance with the above specifications, for the prices listed:

BID FORM – SCHEDULE OF VALUES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE*	TOTAL
1	Minor Change	1	EST	\$5,000.00	\$5,000.00
2	Removing Cement Conc. Sidewalk	25	SY	135 ⁰⁰	3375 ⁰⁰
3	Removing Cement Conc. Driveway Entrance	25	SY	190 ⁰⁰	4750 ⁰⁰
4	Removing Cement Conc. Curb	50	LF	105 ⁰⁰	5250 ⁰⁰
5	Removing Cement Conc. Curb and Gutter	50	LF	105 ⁰⁰	5250 ⁰⁰
6	Removing Cement Conc. Pedestrian Curb	25	LF	105 ⁰⁰	5250 ⁰⁰
7	Crushed Surfacing Top Course	50	TON	50 ⁰⁰	2500 ⁰⁰
8	Crushed Surfacing Base Course	40	TON	50 ⁰⁰	2500 ⁰⁰
9	Adjust Valve Box	5	EA	160 ⁰⁰	800 ⁰⁰

City of Wenatchee
Unit Priced Concrete Flatwork

October 2024
Bid Forms

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE*	TOTAL
10	Adjust Water Box Chamber	15	EA	160. ⁰⁰	2400. ⁰⁰
11	Cement Conc. Traffic Curb and Gutter	150	LF	70. ⁰⁰	10,500. ⁰⁰
12	Cement Conc. Traffic Curb	150	LF	50. ⁰⁰	7,500. ⁰⁰
13	Cement Conc. Pedestrian Curb	100	LF	50. ⁰⁰	5000. ⁰⁰
14	Cement Conc. Driveway Entrance	50	SY	240. ⁰⁰	12000. ⁰⁰
15	Cement Conc. Sidewalk	250	SY	190. ⁰⁰	47500. ⁰⁰
16	Cement Conc. Curb Ramp	100	SY	270. ⁰⁰	27000. ⁰⁰
17	Adjust Junction Box	5	EA	160. ⁰⁰	800. ⁰⁰

TOTAL BID PRICE \$ 144,250.⁰⁰

*All applicable sales tax shall be included in the unit and lump sum Bid price per Section 1-07.2(1) and WAC 458-20-171.

DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this bid are those named herein, that this bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the bid is made without any connection or collusion with any person submitting another bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents and that this bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this bid.

NON-DISCRIMINATION STATEMENT:

By signing and submitting this Bid to the City, the Bidder certifies that, it has not discriminated against any minority, women, or emerging small business enterprises in obtaining any subcontracts.

City of Wenatchee
Unit Priced Concrete Flatwork

October 2024
Bid Forms

ADDENDA:

By signing and submitting this bid to the City, bidder represents that it has examined and carefully studied the Contract Documents, and other data identified in the Contract Documents, and the following Addenda, receipt of which is hereby acknowledged:

<i>ADDENDUM NO.</i>	<i>ADDENDUM DATE</i>
#1	08 OCT 2024

SIGNATURE OF BIDDER:

Name of Bidder: Black Forest Foundation, Inc. dba Black Forest Finishing

Signature of Authorized Agent:  07 OCT 2024
(Date)

Title: President

Business Address: 790 Black Forest Rd.
Wenatchee WA 98801

Phone #: 509-630-0034

Contractor State Registration No.: BLACKFF910CK

City of Wenatchee Business License No.: 090087

State Industrial Insurance No.: 179,330-00

Employment Security Department No.: 000-040180-00-0

Current UBI No.: 602-895-488

State Excise Tax Registration No.: 26-4228920



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (August 7, 2023), that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Black Forest Foundation, Inc. dba
Black Forest Finishing

Bidder

John D. Black

Signature of Authorized Official*

JOHN D. BLACK

Printed Name

President

Title

07 OCT 2024

Date

Wenatchee

City

WA

State

Check One:

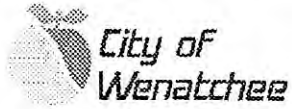
Individual Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

WASHINGTON

If a co-partnership, give firm name under which business is transacted:

* If a corporation, bid must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, bid must be executed by a partner.



CITY OF WENATCHEE

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

October 8, 2024

ATTENTION: MRSC Small Works Roster Members

**City of Wenatchee
Unit Priced Concrete Flatwork
City Project No. SW24-04**

ADDENDUM NO. 1

This addendum updates the bid package to include the following:

- Non-Collusion Declaration as stated in bidders checklist #3 on the first page of the bid package

Bidders shall furnish the City of Wenatchee with evidence of receipt of this addendum. This addendum will be incorporated in the contract when awarded and when formally executed.

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

John D. Blach - President : BLACK FOREST FOUNDATION, INC

NOTICE TO ALL BIDDERS 07 OCT 2024

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

TO: City Council

FROM: Community Development Staff

DATE: October 16, 2024

SUBJECT: Workshop on legislative changes to Accessory Dwelling Unit and Middle Housing regulations and proposed amendments to the Wenatchee City Code

ATTACHMENTS: Power point presentation slides; Wenatchee City Code. draft changes

*The code edits in their entirety can be accessed on the City website:

<https://www.wenatcheewa.gov/government/community-development/current-projects/2024-annual-comprehensive-plan-and-development-regulation-amendments>

Intro

Staff has been working with the Planning Commission throughout 2024 to study the impacts of current residential development regulations in Wenatchee. While the WA State Legislature has recently required cities to update residential zoning codes, we have taken this opportunity to ensure these updates also meet City goals and improve the implementation of City residential development regulations. The following is:

- a summary of the State legislation,
- a primer on Middle Housing,
- a brief analysis on housing issues in Wenatchee and
- a summary of the proposed zoning code changes.

State Laws

The Washington State Legislature amended RCW 36.70A to add significant changes to local government roles to allow middle housing and for regulating Accessory Dwelling Units (ADUs). This amends the 1993 Washington Housing Policy Act. The legislature acknowledges that Washington State is experiencing a housing affordability crisis; many communities across the state are in need of more housing across the income spectrum; and many cities dedicate the majority of residentially zoned land to single detached houses that are increasingly financially out of reach for many households. There is continued need for the development of housing at all income levels, including middle housing that will provide a wider variety of housing options and configurations. Homes developed at higher densities are more affordable by design both in their construction and in reduced household energy and transportation costs. Due to their smaller size, accessory dwelling units can provide a more affordable housing option in single-family zones. Allowing more housing options in areas already served by urban infrastructure will reduce the pressure to develop natural and working lands, support key strategies for climate change, food security, and save taxpayers and ratepayers money.

The bills came into effect in July of 2023. The requirements of the law will take effect six months after the City’s next periodic comprehensive plan update due date of June 30, 2026. Under a middle housing grant from the WA State Department of Commerce, Staff is working to comply with these new requirements by the end of this year.

The table below briefly summarizes the changes required to Wenatchee city code for middle housing and for ADU’s.

Middle Housing		
New Requirement		Existing Code
Density	Allow at least 2 units/lot	Units per acre by zoning district
	Allow at least 4 units/lot, when 1 affordable unit is provided	
Housing Types	Allow at least 6 middle housing types (courtyard, cottage, duplex, fourplex, townhouse, triplex)	All types allowed in RM & RH. Limited types allowed in RL, RS & RF.
Development standards	Development standards cannot be more restrictive than SFR (setbacks, height, lot coverage)	Standards by zoning district, plus less restrictive standards for some types.
Accessory Dwelling Units		
New Requirement		Existing Code
Density	ADU’s allowed accessory to any housing type on all SFR zoned lots	1 ADU per lot with SFR
Height	ADU height max of 24’	25’ > 6:12 pitch 20’ <6:12 pitch Special height at side property line
Max size	ADU max size of 1,000sf	50% of principal unit or max 800sf
Design	Not more restrictive than SFR	Not more restrictive than SFR
Covenants	Do not require	Required
Conversions	ADU’s allowed to be established within non-conforming structures for setbacks and lot coverage	Required
Parking		
Dwelling Units	Require a maximum of 1 parking space/unit for lots less than 6,000sf and 2 spaces/unit on lots greater than 6,000sf	1 per bedroom, max 2

	Zero within ½ mile walking of a Major Transit Stop	
ADU's	Require a maximum of 1 parking space/unit for lots less than 6,000sf and 2 spaces/unit on lots greater than 6,000sf Zero within ½ mile walking of a Major Transit Stop	1 per unit, zero if on-street parking approved by engineering dept

What is Middle Housing

Middle Housing is a recently popular term that identifies housing types sized between single-family homes and apartment buildings, and in a middle price range. The image below shows a graphic of the single family / low density on the far left, the mid-rise / high density on the far right, and all the middle housing types fall in the middle.



The term “missing” middle comes from the history of restrictive residential zoning in the US that started around the 1940’s. Across the country today, about 75% of residential land is restricted, allowing only single-family residence development. The other 25%, usually near denser, urban cores, often allows most other types of residential development, but with high densities and height standards in these urban cores, usually mid to high rise developments dominate. Thus, the result of these regulations is a supply of housing types largely limited to single-family or large apartment buildings. All other housing types have essentially been missing from development for up to 80 years.

The term missing middle also references the middle economic classes that these housing types have traditionally served. However, current markets are seeing many demographic shifts to more single-person households and downsizing baby boomers, creating a high-end market for these middle-sized units, which has led to increased demand for this missing middle housing.

It is significant that the missing middle term also emphasizes that these housing types are compatible in scale to single-family residences. Recovering from restrictive single-family only zoning, means shifting housing types within existing neighborhoods, and supporting new development to fit in with existing character. In Wenatchee where this in-fill and redevelopment are critical, many middle housing designs can look and feel like they belong in historically single-family neighborhoods.

Middle Housing = middle density, middle income and it fits in the middle of neighborhoods

The image below illustrates a historic single-family neighborhood (in grey) with middle housing filled in on some lots (in brown). The unit types depicted are accessory dwelling units, courtyard apartments, duplexes and multiplexes. The middle housing types match the scale and form of the single-family.



Why Middle Housing

Why is Washington State concerned with middle housing? Throughout the state, population growth has outpaced residential development, leading to not enough homes to house all residents and housing prices growing faster than incomes. It is projected that population growth will continue to outpace residential development. The legislature has identified the state of the housing market as a crisis and set housing goals of 1,000,000 new homes by 2044.

There are many factors that affect the housing market, but one main factor is zoning laws. Since the mid-1900's when it became popular across the United States to enact zoning that restricted large portions of cities to only or primarily allow development of detached, single-family residences, very few middle housing types have been developed across the US. In an effort to shift the housing supply in Washington, the legislature is requiring cities to stop restrictive residential zoning and (again) allow middle housing.

Housing in Wenatchee

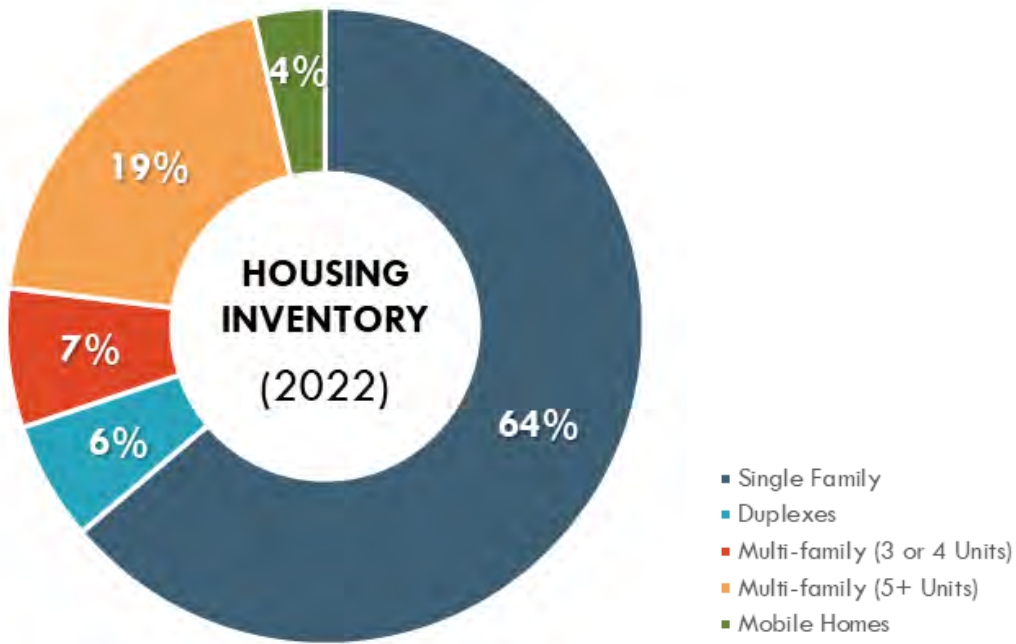
Wenatchee's early residential development was varied. Like most cities across the US in the early 1900's, development was focused on distances that one could comfortably walk (about 1 mile radius) and residences were built near jobs. Usually, these neighborhoods accommodated a variety of income

levels and land uses. Below are examples as they exist today of a duplex on the left and a 5-plex on the right that were built in the 1920's, a few blocks from our downtown area, in an area currently zoned Residential Moderate (RM).



The duplex has a density of about 9.5 units per acre, with each unit's size about 450 square feet. The 5-plex has a density of about 42 units per acre, with each unit's size about 550 square feet.

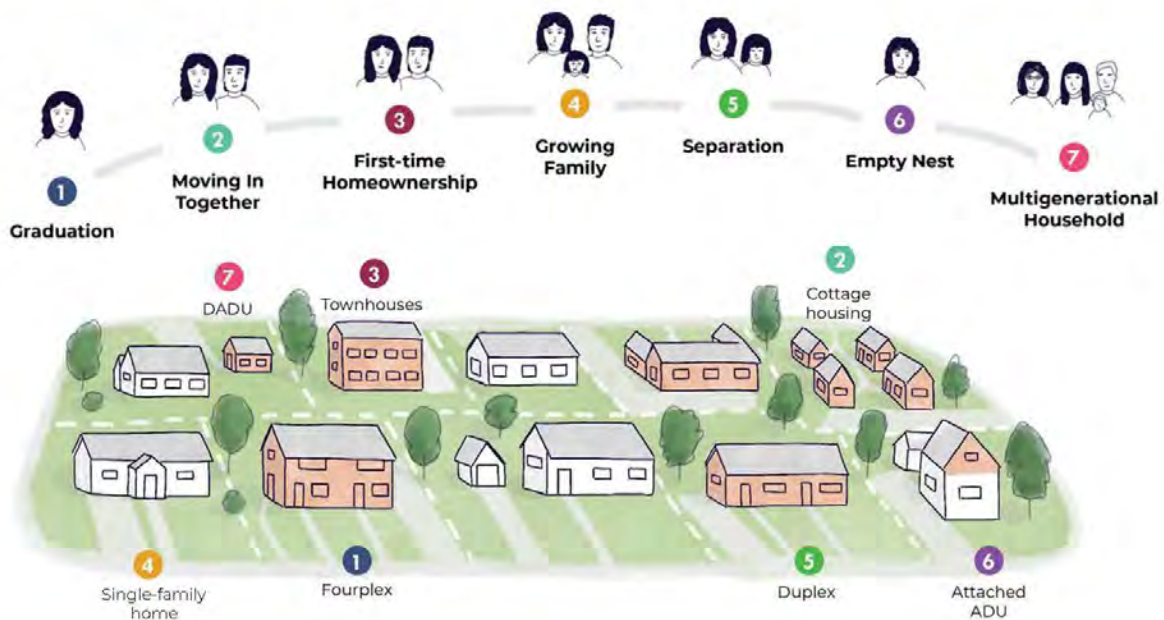
Although Wenatchee's residential development started out diverse, like most cities across the US, Wenatchee also had a long period of restrictive zoning that led to unbalanced residential development. In 2023, Berk Consulting completed the Wenatchee Housing Study and found that the Wenatchee Urban Area (city limits and urban growth area) has about 16,660 housing units and almost two-thirds of these are detached single family homes. Only about 17% are considered "middle housing" types.



Who Needs Middle Housing?

A lack of housing diversity means inadequate options for the diverse needs of the community. The image below illustrates some of the types of housing needed for the different stages of life. At different times throughout life, a home needs to be different things. A home may need to be cheap enough for a new graduate, close to a job, large enough for a family, small enough to manage in retirement.

Housing needs change over the course of our lives.



9

Not only does a lack of housing diversity fail to meet community needs, it also creates a lack of price diversity in the housing market. The 2023 Wenatchee Housing Study found that over one-quarter of all households in Wenatchee are cost burdened, meaning they spend more than 30% of their income on housing. The average apartment rent was almost \$1,500 per month, requiring an annual income of about \$60,000 to afford this rental price. To the right is an excerpt from the Wenatchee Housing Study showing examples of common wages in Wenatchee that are well below the ability to afford rent.

- \$50,290 Construction laborer
- \$42,100 Restaurant server
- \$36,410 Emergency medical technician
- \$35,270 Fruit packer

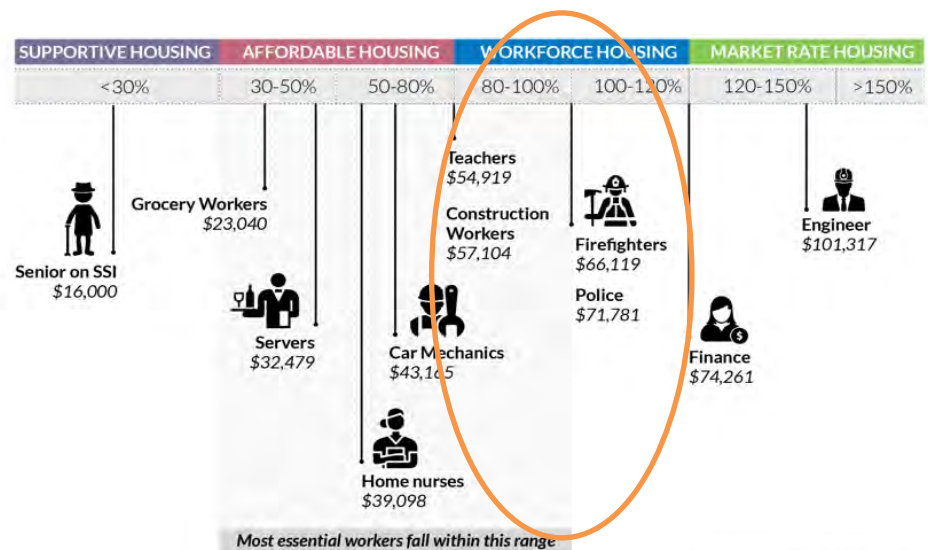
Average wages as of March 2022. Source: WA Employment Security Dept., 2023.

The table below illustrates that the Median Family Income (MFI) can afford a one-bedroom apartment and 170% of the MFI is required to afford a traditional house. It also demonstrates how single-family homes tend to be the most expensive options in the market.

Housing Type	Average Cost	Annual Income Needed	Affordability Level	Notes
1 Bedroom Apartment	\$1,404 month rent	\$56,160	103% MFI	Assumes 1.5-person household
2 Bedroom Apartment	\$1,661 monthly rent	\$66,440	102% MFI	Assumes 3-person household
Townhome	\$385,000 median sales price	\$93,849	129% MFI	Assumes 3-person household and availability of 20% downpayment (~\$77,000)
Single family home	\$561,000 median sales price	\$136,790	170% MFI	Assumes 4-person household and availability of 20% downpayment (~\$112,000)

Side Note: Middle Housing is Not the Only Answer

There is not one solution that will solve housing challenges in Wenatchee, as there is not one type of house that will meet all individuals' needs. Washington State laws focusing on ADU's and Middle Housing are aimed at addressing a lack of housing supply for middle income, market rate housing types. The circle on the image below identifies the income level typically served by middle housing. Since there is a lack of housing supply at all income levels and extreme lack of affordability requires solutions outside of the market, middle housing is only one important step.



Wenatchee Zoning Code

Recent history of development regulation amendments

The current set of amendments related to middle housing and ADUs is one part in a longer process to address the local housing crisis. While the City has been making important changes for a longer period of time than described here, the current effort can trace its origins along the following timeline:

- 2016 City and regional partners fund a housing study for the greater Wenatchee/East Wenatchee area
- 2015-2017 City staff led a public process and policy development for the Wenatchee Urban Area Comprehensive Plan periodic update. The policy framework for the current effort was adopted in this plan, including strategies described in the 2016 housing study.
- 2018-2019 Housing Code Update – The City Council allocated funding to hire a consultant to lead a public process and work with staff and the public to update the relevant city codes to address the housing crisis. Some of the changes included:
 - Allowing a wider range of housing types overall and in more zoning districts.
 - Removed a land use permit process (called a Planned Residential Development) to access the full density and range of housing types allowed in the Comprehensive Plan. As a result, it was easier to develop at higher densities while still aligning with the Comprehensive Plan.
 - More permissive dimensional standards including, smaller lot dimensions, reduced setbacks, and increased lot coverage.
 - Developed a robust set of design standards to support new developments fitting into existing neighborhoods.
 - Removed restrictive “single family zoning” from all zones except Residential Foothills Low (RF).
- 2020 Amendments to the development standards for the Residential Foothills Low (RF) Zoning District. This set of amendments finished the job of eliminating restrictive single-family zoning from the Wenatchee Urban Growth Area.
- 2020-2024 Annual Amendments – During the 2019 adoption of the Housing Code Update, staff committed to monitoring the performance of the newly adopted codes and to bring amendments as needed. As a result, each year since the 2019 adoption, a series of amendments have been proposed to and adopted by the City Council adjusting certain standards based on concerns raised by staff and/or the public.

New “Middle Housing” Development Standards

With feedback from conversations with local developers and the Wenatchee Housing Study, and from the Planning Commission’s work this year, staff is recommending adding a new section to the Residential Zoning Code that will apply to lots with 1 to 4 dwelling units. To achieve consistency, simplicity and consolidation of the various standards, this new code section includes development standards for all small developments (1-4 units per lot), regardless of housing type. The current code, in contrast, has a different set of standards for each housing type. The standards of this new section,

for example, would apply for projects adding 1 unit to an existing home, adding a duplex behind an existing home, or building a new four-plex. In each of these cases, consistent application of development standards would apply.

This approach meets all criteria required by new state legislation, as well as creates a unified and simplified approach to in-fill development. Where open space, landscaping and design standards varied greatly for these housing types, this code would streamline the standards, focusing on the experience from the street. With this focus, the new code section addresses four main areas: architectural design, open space, landscaping and parking.

Code Change Summary

Attached to this memo is a partial draft of the code changes that support the new middle housing code section and related required updates. Here is a summary of the code edits in this draft:

- New Section: One to four dwelling units per lot
- Update to the District Use Chart, allowing all middle housing types in all residential zones
- Update to maximum density, allowing 2 units per lot and 4 units per lot when one affordable unit is provided. Note: an exception to this rule is also added, not allowing the additional density in areas that are both Mule Deer Habitat and the Primary zone of the Wildland Urban Interface.
- Updates to the Accessory Dwelling Unit standards to comply with legislation.
- Consolidation of the driveway and access standards to simplify how they apply to various housing types. Other edits were made to prioritize public use of the right-of-way for circulation and parking, while providing uniform standards for driveway widths, setbacks, separation from other driveways and intersections, and related location requirements
- Updates to the Parking standards to comply with legislation.
- Updates to impact fees and right of way improvements to comply with ADU legislation.

Next Steps

Under the state statute the city must adopt compliant regulations by December 31, 2026 or the statewide [model ordinance](#) developed by the Washington State Department of Commerce will govern as described in [RCW36.70A.636\(2\)](#). However, the City has been awarded a grant for this work and under that program we have agreed to adopt compliant provisions by the end of 2024. Early adoption of housing standards to comply with the legislative updates will assist the city in meeting the housing demand by providing a simplified development code for middle housing types.

- 60-Day Review is October 4, 2024 – December 3, 2024
- Planning Commission public hearing – November 20, 2024
- City Council public hearing and potential adoption – December 5, 2024
- The effective date of the ordinance, if adopted, would most likely be in mid-January 2025.

Questions?

If you have any questions, please do not hesitate to contact us:

- Mia Bretz, Associate Planner (509) 888-3250 MBretz@WenatcheeWA.Gov
- Matt Parsons AICP, Senior Planner (509) 888-3253 mparsons@wenatcheewa.gov
- Stephen Neuenschwander, Planning Manager, (509) 888-3285
SNeuenschwander@WenatcheeWA.Gov



Wenatchee Housing Code Update

Agenda

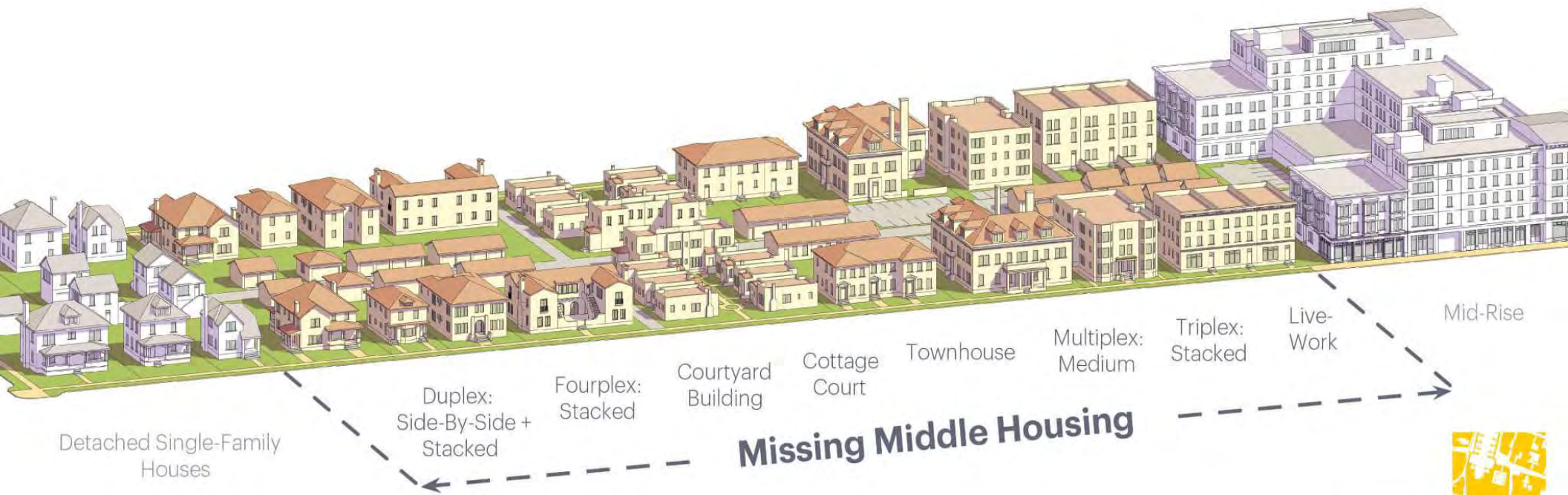
- New State Housing Laws
- What is Middle Housing
- Housing in Wenatchee
- Code Changes

WA Legislation

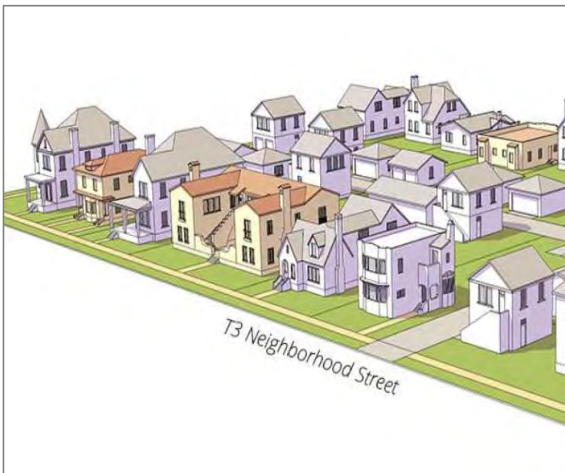
- Population growing faster than housing stock and will not meet housing goals*
- Housing costs growing faster than incomes
- Use areas with urban infrastructure
 - Middle Housing
 - Accessory Dwelling Units



Middle Housing



Middle, Middle, fits in the middle



MIDDLE DENSITY

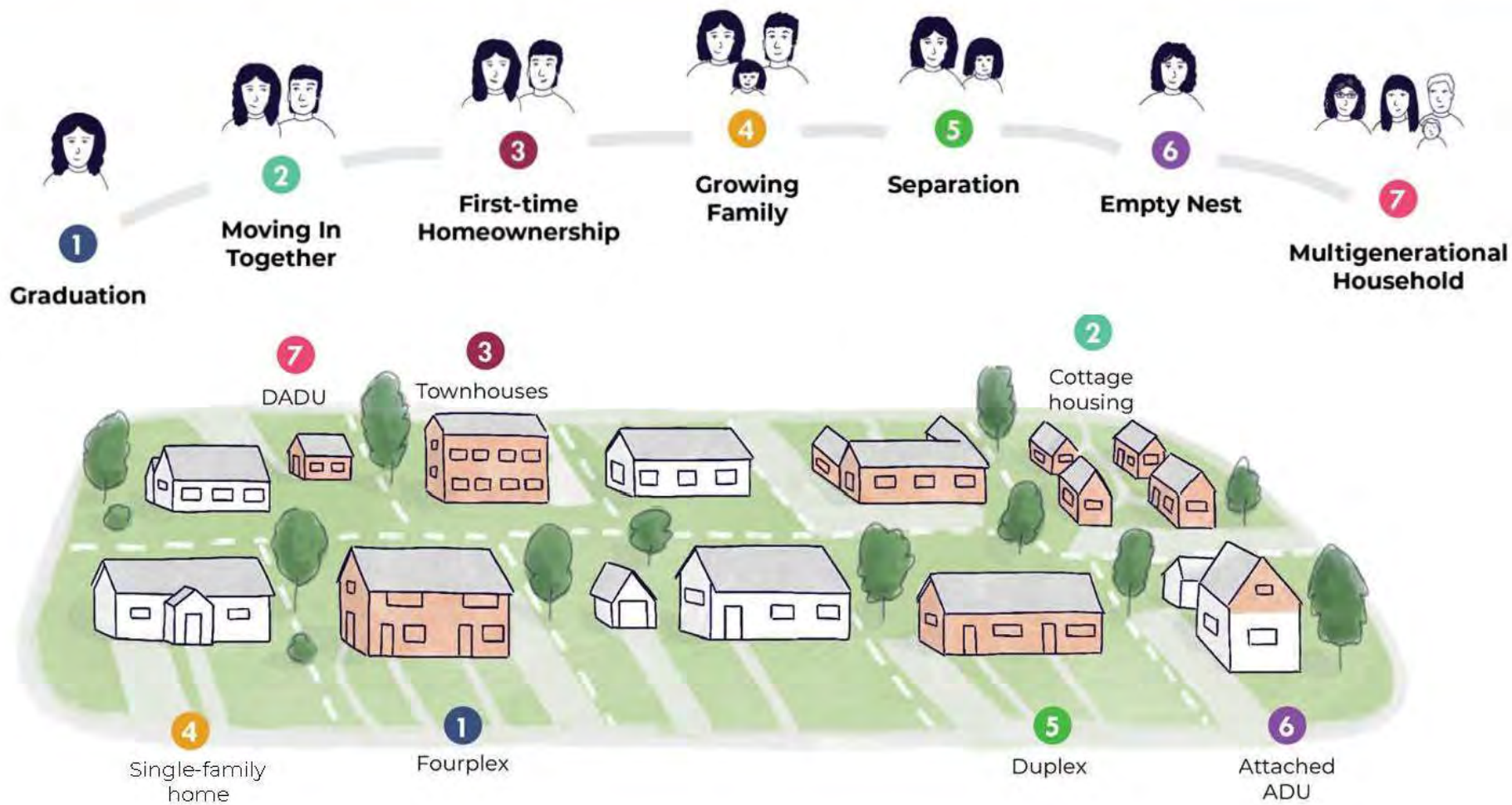


MIDDLE INCOME

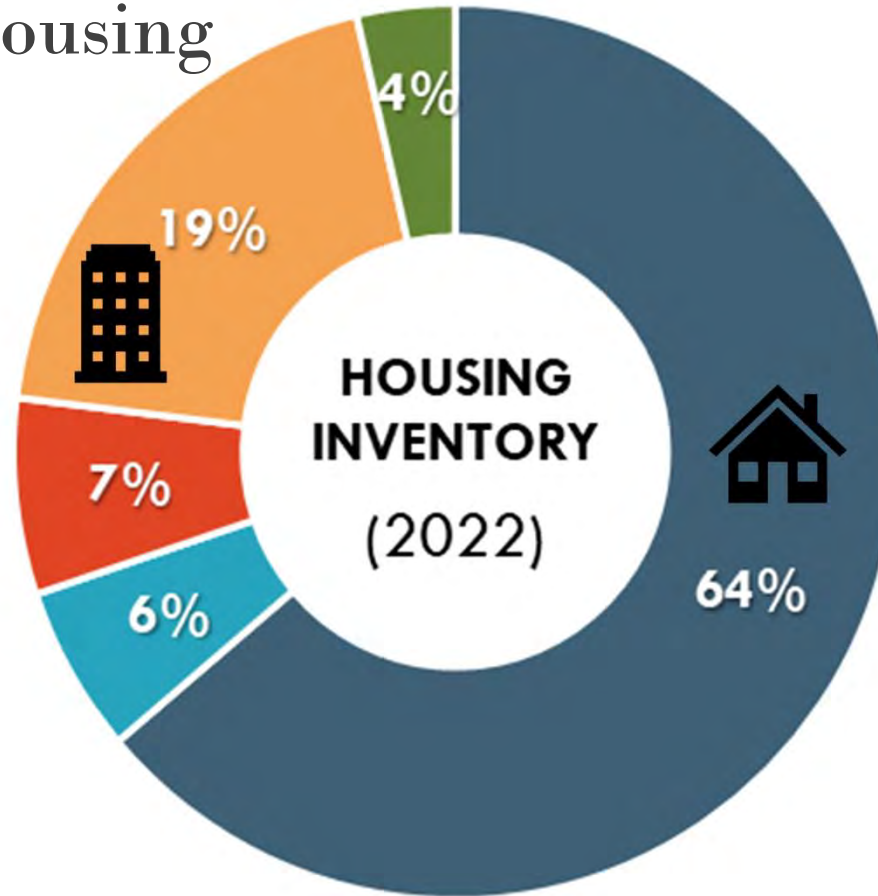


SINGLE-FAMILY FORM

Housing needs change over the course of our lives.



Why Middle Housing in Wenatchee?



- Single Family
- Duplexes
- Multi-family (3 or 4 Units)
- Multi-family (5+ Units)
- Mobile Homes

Housing Type	Average Cost	Annual Income Needed	Affordability Level	Notes
1 Bedroom Apartment	\$1,404 month rent	\$56,160	103% MFI	Assumes 1.5-person household
2 Bedroom Apartment	\$1,661 monthly rent	\$66,440	102% MFI	Assumes 3-person household
Townhome	\$385,000 median sales price	\$93,849	129% MFI	Assumes 3-person household and availability of 20% downpayment (~\$77,000)
Single family home	\$561,000 median sales price	\$136,790	170% MFI	Assumes 4-person household and availability of 20% downpayment (~\$112,000)

511 YAKIMA ST



5-units & 4-units (550sf & 42 units/acre)

527 YAKIMA ST



4-units (350sf & 54 units/acre)

108 BUCHANAN AVE



24-units (475sf & 114 units/acre)

240 OKANOOGAN ST



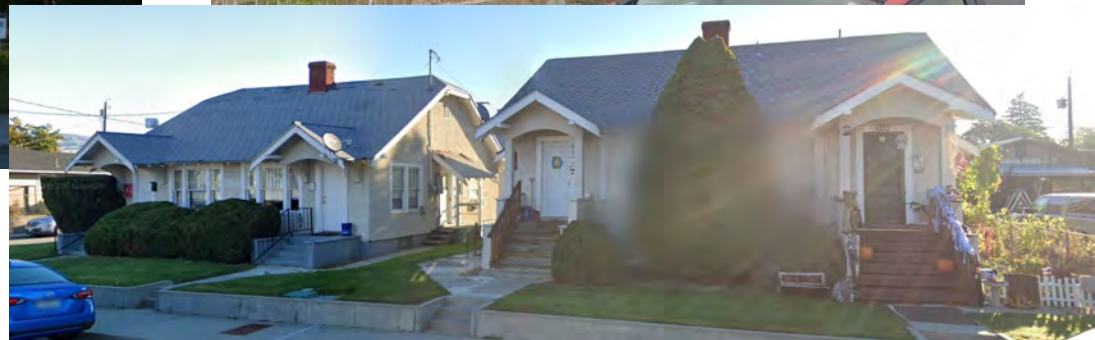
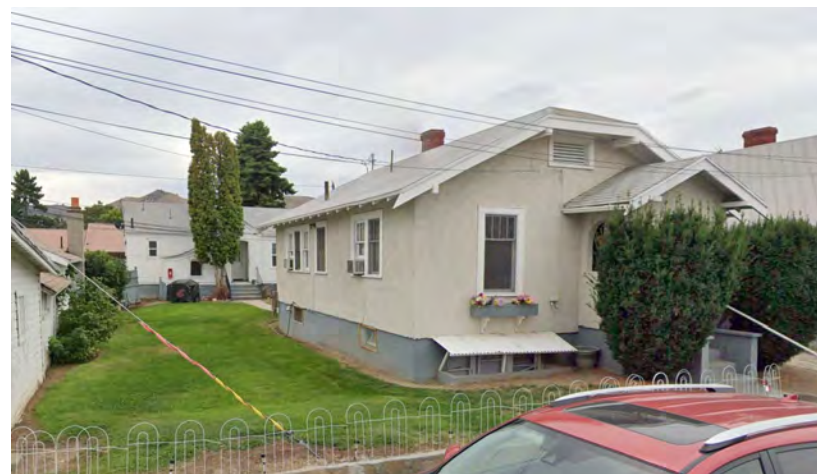
duplex (450sf & 10 units/acre)

400 1ST ST



6-units (650sf & 29 units/acre)

803 KITTITAS ST



3 duplexes + SFR (530sf & 23 units/acre)

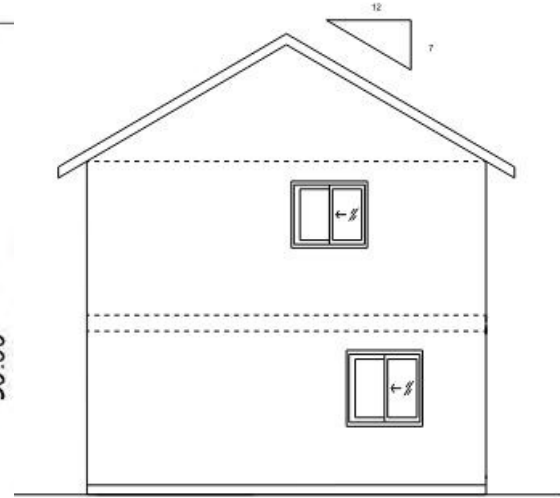
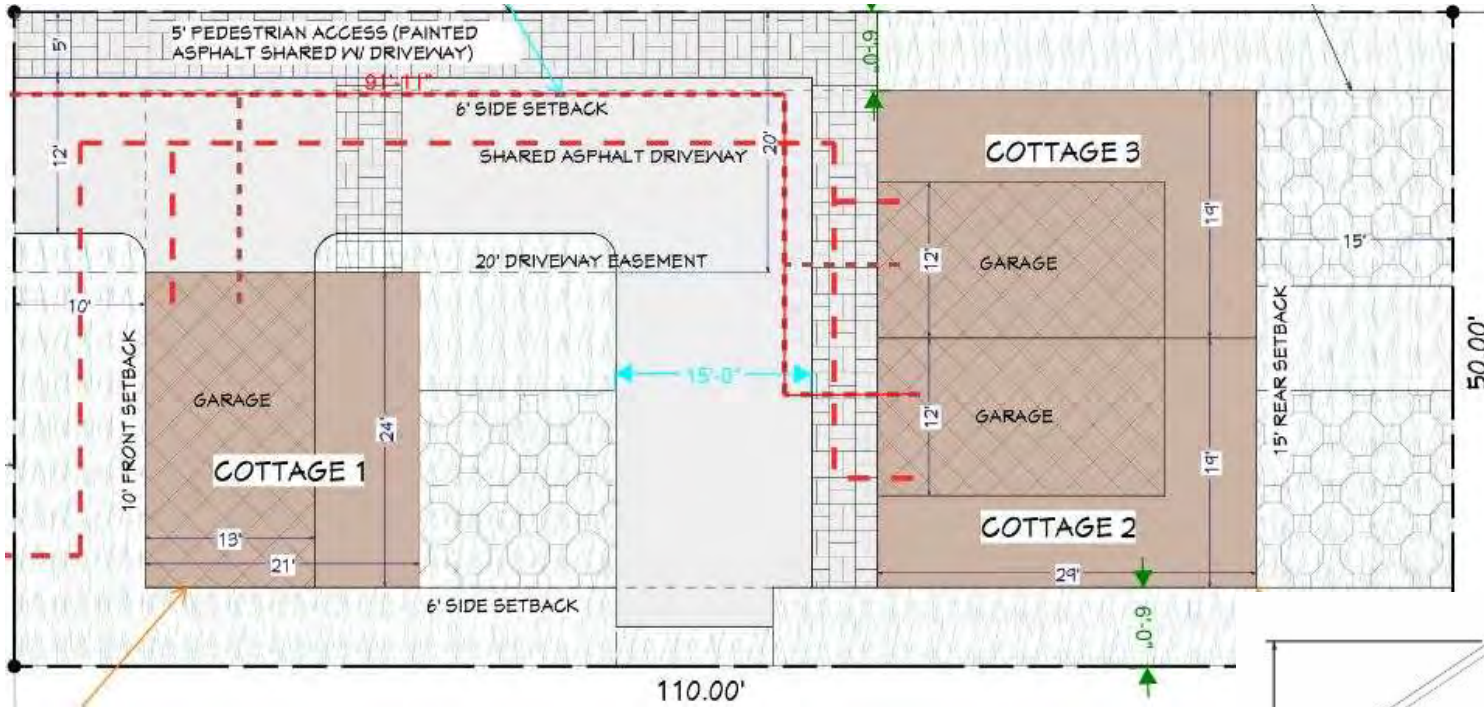
City of Wenatchee **Residential Design Guidelines**

Recent History

- 2016 City funded housing study & public process
- 2017 Comprehensive Plan policy update
- 2019 Code Update
- 2020-2024 Annual Amendments



December 8, 2022



809 S Chelan Cottages

2024 Housing Code Update

- Comply with new WA Law
 - Middle Housing
 - ADU's
- Learn from 2019 Housing Code



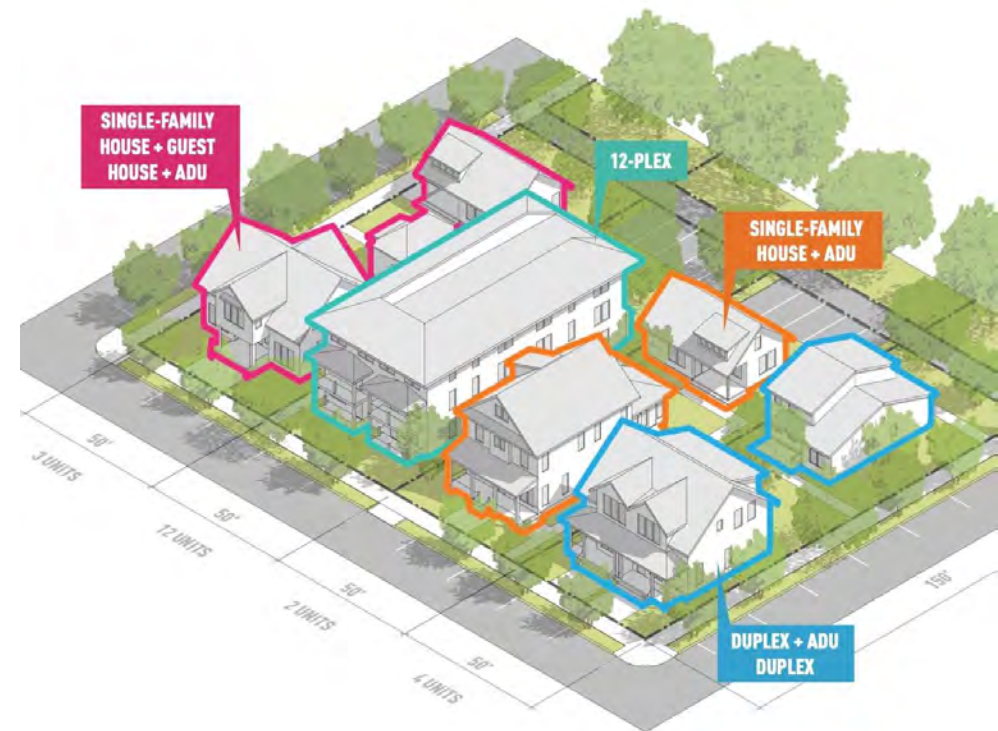
WA State Law Middle Housing

- 2 units per lot
- 4 units per lot
(1 affordable unit)
- Middle housing in all residential zones



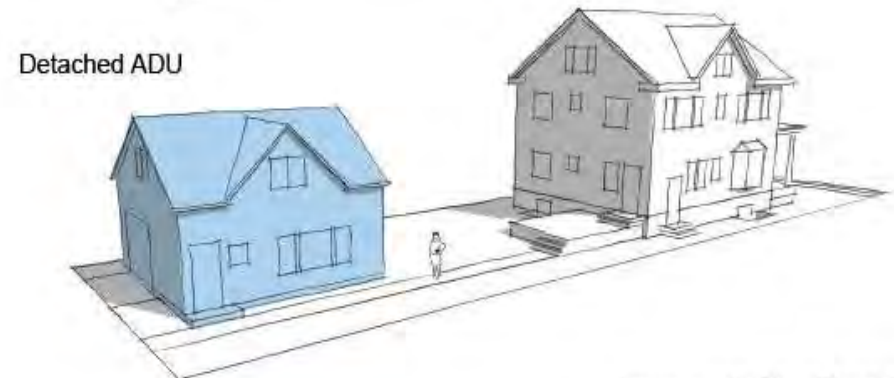
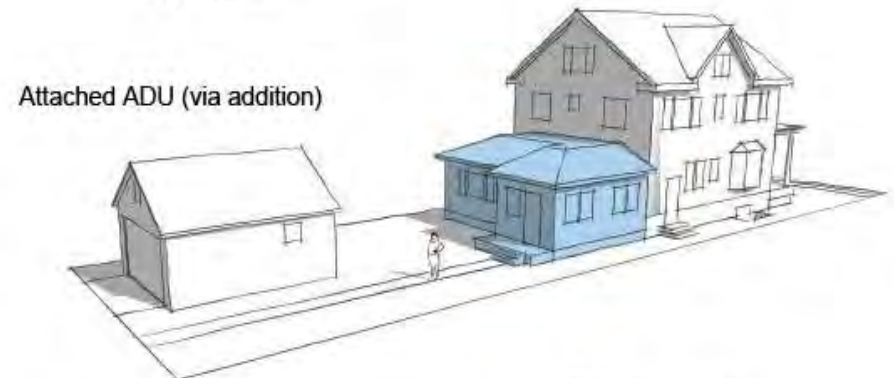
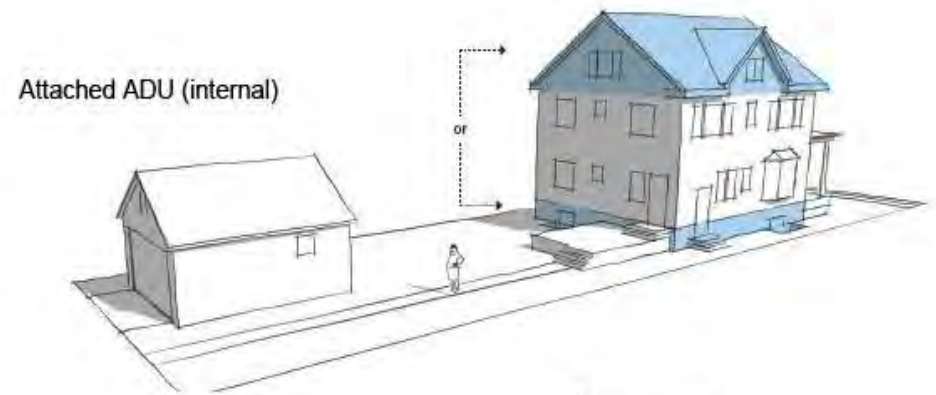
City Choice – Middle Housing

- 10.47.035 One to four dwelling units.
- 10.47.040 Accessory dwelling units.
- 10.47.050 Single-family dwellings.
- 10.47.060 Single-family – Cluster.
- 10.47.070 Single-family – Courtyard.
- 10.47.080 Infill-cottage housing.
- 10.47.090 Cottage housing.
- 10.47.100 Duplexes.
- 10.47.110 Patio homes.
- 10.47.120 Courtyard housing.
- 10.47.130 Townhouses.
- 10.47.140 Live-work dwellings.
- 10.47.150 Multifamily development.



State Law – ADU's

- 2 per lot
- Accessory to all housing types
- Garage conversions
- 1,000sf max



Parking

1 space/dwelling for $\leq 6,000$ sf lots

2 space/dwelling for $> 6,000$ sf lots

0 for “Major Transit Stop” – ½ mile walking

1. — High capacity transportation system
2. — Commuter rail
3. — Rail or fixed guideway systems/transitways
4. — Bus rapid transit with high occupancy vehicle lanes
5. — Bus/transit with 15 minute headways for at least 5 hours during the peak hours of operation on weekdays.



Next Steps

- October 4, 2024 to December 3, 2024 – 60-Day Review
- October 23 – Planning Commission Workshop
- October 24 – City Council Workshop
- November 20 – Planning Commission Public Hearing
- December 5 – City Council Hearing

Questions?

Wenatchee City Code

DRAFT Middle Housing Code Update

Contents

10.10.020 District use chart.....	2
Chapter 10.46 DEVELOPMENT STANDARDS CHARTS	3
10.46.020 Residential district development chart.....	3
10.46.080 Setback measurements and exceptions.	3
10.46.110 Density calculations and exceptions.....	3
Chapter 10.47 RESIDENTIAL USE STANDARDS.....	5
10.47.035 One to four dwelling units. [NEW SECTION].....	5
10.47.040 Accessory dwelling units (ADU).	8
Chapter 10.48 GENERAL DEVELOPMENT REGULATIONS.....	9
10.48.020 Driveways and Access.	9
Chapter 10.60 OFF-STREET PARKING.....	10
10.60.030 General requirements.....	10
10.60.080 Off-street parking requirements.....	10
Title 15 Development Impact Fee.....	12
15.02.040 Exemptions.	12
Title 7 STREETS AND SIDEWALKS	12
7.22.020 Sidewalks constructed during building improvement.	12

10.10.020 District use chart.

Uses	Commercial						Mixed			Residential						Overlay				
	CBD	NWBD	SWBD	CN	CD	I	WMU	OMU	RMU	RF	RS	RL	RM	RH	HEO	CSO	MRC	IO	PO	RRO
Single-family	P ₁₀	P ₁₀	P ₁₀	P ₁₀	~	~	~	P	P	P	P	P	P	P	~	~	P	~	~	~
Single-family cluster	~	~	~	~	~	~	~	~	~	P	P	P	~	~	~	~	~	~	~	~
Cottage	~	~	~	~	~	~	~	P	P	P	P	P	P	P	~	~	P	~	~	~
Duplex	~	P ₁₀	P ₁₀	P ₁₀	~	~	~	P	P	P	P	P	P	P	~	~	P	~	~	P
Courtyard	~	~	P	~	~	~	~	P	P	P ₁₆	P ₁₆	P ₆	P	P	~	~	P	~	P	P
Townhouse	~	~	P	P ₁₂	~	~	~	P	P	P ₁₆	P ₁₆	P ₆	P	P	~	~	P	~	P	P
Live-work	P ₁₁	P	P	P	~	~	P	P	P	~	~	~	~	~	P ₁₁	P ₁₁	P	~	P	P
Multifamily	P ₁₁	P	P	P ₁₂	~	~	P	P	P	P ₁₆	P ₁₆	P ₁₆	P	P	P ₁₁	P ₁₁	P	~	P	P
Mixed use building	P ₁₁	P	P	P	~	~	P	P	P	~	~	~	~	~	P ₁₁	P ₁₁	P	~	P	P
Accessory structure, residential	~	~	~	~	~	~	P	P	P	P	P	P	P	P	~	~	P	~	P	P
Accessory dwelling unit (ADU)	P ₁₄	P ₁₄	P ₁₄	P ₁₄	~	~	~	P	P	P	P	P	P	P	~	~	P	~	~	~

⁶ Townhouses and courtyard housing in this zone are limited to no more than four attached units in one structure.

¹⁰ Only such uses in existence as of November 7, 2019, are considered a permitted use.

¹⁴ Only permitted as an accessory use to a single-family dwelling in existence as of November 7, 2019, attached units in one structure.

¹⁶ Referenced dwelling types in this zone are limited to no more than three attached units in one structure.

Chapter 10.46 DEVELOPMENT STANDARDS CHARTS

10.46.020 Residential district development chart.

Standard	RS	RL	RM	RH	RF	Conditions/ Exceptions/ Reference
Lot Area	7,250 sf,	5,500 sf,	3,000 sf,	3,000 sf,	10,000 sf,	WCC 10.46.060
Maximum Density	6 dwelling units per acre(x)	8 dwelling units per acre(x)	20 dwelling units per acre(x)	40 dwelling units per acre(x)	4 dwelling units per acre(x)	WCC 10.46.110 (x) two dwelling units per lot are allowed unless otherwise provided in WCC 10.46.110

10.46.080 Setback measurements and exceptions.

(3) Rear Setbacks.

(d) Accessory structures may observe a five-foot setback in the rear setback provided:

- (i) The structure is not greater than 24 feet in height.
- (ii) No projections (eaves, etc.) are within three feet of a property line.
- (iii) No combination of structures extends more than 50 percent of the horizontal distance of the rear property line.

(10) Setbacks for garages served by a shared driveway. The minimum setback for a garage facing a shared driveway is at least 20 feet from either the edge of pavement or back of sidewalk, whichever is closer to the garage.

10.46.110 Density calculations and exceptions.

(1) Calculations for Determining Maximum Density, Where Expressed in Dwelling Units per Acre. The entire gross site area may be used in the calculation of the maximum allowed residential density including half of the adjacent city or county right-of-way (to the centerline).

(2) How to Calculate Density. Maximum density for an individual site shall be calculated by multiplying the site area (in acres) by the maximum dwelling units/acre in the applicable zone. When calculation results in a fraction, the fraction shall be rounded to the nearest whole number as follows:

- (a) Fractions of 0.50 and above are rounded up.
- (b) Fractions below 0.50 are rounded down.

(3) Exceptions to Density Standards. Exceptions to established density standards shall be granted in the following instances:

(a) When an exception is granted for a particular use described in Chapter 10.47 WCC.

(b) Additional density may be granted for affordable housing pursuant to RCW 35A.63.300 when local needs can be demonstrated compliant with the comprehensive plan.

(c) Portions of a lot designated as both Rocky Mountain Mule Deer Habitat (pursuant to Chapter 12.08 WCC) and Wildland Urban Interface Primary Zone (pursuant to Chapter 3.36 WCC) shall only be subject to the units per acre standard listed in Section 10.46.020 WCC and not subject to the units per lot standard described in that section.

(d) Up to four units per lot are allowed for lots 1,000 square feet or more in RF, RS, RL, RM and RH when they are within one-quarter mile walking distance of a major transit stop or the following standards are met, except on portions of a lot designated as both Rocky Mountain Mule Deer Habitat (pursuant to Chapter 12.08 WCC) and Wildland Urban Interface Primary Zone (pursuant to Chapter 3.36 WCC).

(i) The applicant shall commit to renting or selling at least one unit as affordable housing. Dwelling units that qualify as affordable housing shall have costs, including utilities other than telephone, that do not exceed 30 percent of the monthly income of a household whose income does not exceed the following percentages of median household income adjusted for household size, for the county where the household is located, as reported by the United States Department of Housing and Urban Development:

(A) Rental housing: 60 percent.

(B) Owner-occupied housing: 80 percent.

(ii) The units shall be maintained as affordable for a term of at least 50 years, and the property shall satisfy that commitment and all required affordability and income eligibility conditions. The applicant shall record a covenant or deed restriction that ensures the continuing rental or ownership of units subject to these affordability requirements consistent with the conditions in chapter 84.14 RCW for a period of no less than 50 years.

(iii) The covenant or deed restriction shall address criteria and policies to maintain public benefit if the property is converted to a use other than that which continues to provide for permanently affordable housing.

(iv) The units dedicated as affordable housing shall:

(A) Be provided in a range of sizes comparable to other units in the development.

(B) The number of bedrooms in affordable units shall be in the same proportion as the number of bedrooms in units within the entire development.

(C) Generally, be distributed throughout the development and have substantially the same functionality as the other units in the development.

Chapter 10.47 RESIDENTIAL USE STANDARDS

10.47.035 One to four dwelling units. [NEW SECTION]

Dwelling units defined herein and where allowed by Chapter 10.10 WCC, District Use Chart, shall meet the following standards unless otherwise regulated within this code:

(1) Purpose

- (a) To enhance the character of the street and neighborhood and maintain “eyes on the street” for safety to pedestrians and to create a more welcoming and interesting streetscape.
- (b) To enhance the streetscape and promote neighborhood interaction and safety through design.
- (c) To deemphasize garages and driveways as major visual elements along the street.
- (d) To provide usable open space for residents.
- (e) To provide housing types that are responsive to changing household demographics (e.g., retirees, small families, young professionals), provide opportunities for more affordable housing within single-family neighborhoods, and provide opportunities for infill development consistent with goals of the Wenatchee urban area comprehensive plan.
- (f) To ensure compatibility with neighboring uses.

(2) Standards

- (a) Applicability. The standards of this section shall apply to the development of up to four dwelling units on one lot, including new buildings, building conversions, additions or modifications.
- (b) Form. Dwelling units may be detached, attached, stacked, row, or otherwise combined. Allowable unit types include single-family, duplex, cottage, courtyard, multifamily, and townhouse.
- (c) Building Design
 - (i) All facades that are visible from the street and that are not separated from the street by a dwelling or located more than 100 feet from a street must have the following elements:
 - (A) Entry. A primary entrance that is oriented to the street shall be provided.
 - (B) Windows and doors. A minimum of 15 percent of the area of the street-facing façade elevation shall include windows or doors. Garage doors are calculated as part of the façade area (they do not count as a door), but windows on garage doors count toward the window area.
 - (ii) Weather Protection. All new dwellings shall provide a covered pedestrian entry.

(A) For entries serving a single dwelling, facing the street and not separated from the street by a dwelling or located more than 100 feet from a street, a minimum weather protection of four feet wide by three feet deep shall be provided.

(B) For all other entries serving a single dwelling, a weather protection at least two feet deep shall be provided.

(C) For all primary building entries that serve more than one residence, a minimum weather protection of at least six feet wide and five feet deep shall be provided.

(iii) Articulation. Buildings over 26 feet high shall apply at least one articulation method every 30 feet for facades.

(A) Roofline change or a roof dormer with a minimum of four feet in width.

(B) Balcony(ies) with a minimum of 50 square feet and accessible from an interior room.

(C) An offset of the façade of a minimum of two feet in depth.

(D) A roofed porch at least 50 square feet in size for facades facing the street.

(E) Windows and doors are at least 30 percent of the area for facades facing the street.

(F) Meet the requirements of façade articulation methods in the Residential Design Guidelines E.3.1.c.

(d) Open Space. All new dwelling units shall provide open space, that is usable for human activity, of 100 square feet per dwelling unit or 10 percent of the dwelling unit(s) floor area.

(i) Exterior ground level open space must be accessible to each unit either in common or private areas with a minimum dimension of 10 feet on all sides. Drive aisles and parking areas shall not count in the calculations for open space.

(ii) Building related open space may be provided in the form of balconies, roof decks or interior spaces and only count as usable open space when they meet the requirements in Residential Design Guidelines C.3.2.

(e) Greenery.

(i) All new dwelling units shall adhere to the Street Trees section of the Landscaping Chapter 10.62.100(6) WCC.

(ii) Fifty percent of the area of the street setback must be planted and maintained utilizing one of the methods below. A patio or porch may be included in the calculation of planted area. Use of landscape structures such as trellises, raised beds and fencing to unify the overall site design is encouraged. The front planted area may be counted towards required open space.

(A) Planted with living landscape material, such as ground cover, shrubs or trees.

(B) Landscaped to the street frontage standard, per WCC 10.62.100(2).

(f) **Parking.** Within one half-mile walking distance of a Major Transit Stop, no parking is required.

(g) Driveways and off-street parking spaces may be located between a building and a street when either of the following conditions are met:

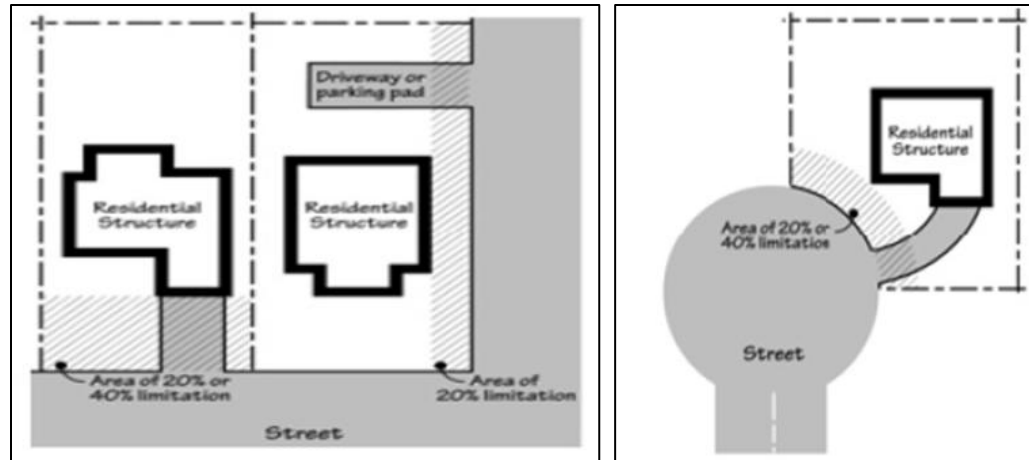
i. In the RL, RS and RF zones, up to forty percent of the land area between the street lot line and the closest point of the building may be paved or used for vehicle parking. In addition, on corner lots, no more than twenty percent of the land area between the side street lot line and the side street building line may be paved or used for vehicle parking. As an exception to the area limitations in this paragraph, a lot is allowed a maximum 18-foot wide driveway and vehicle parking.

ii. In the RM and RH zones, up to twenty percent of the land area between the street lot line and the closest point of the building may be paved or used for vehicle parking. In addition, on corner lots no more than twenty percent of the land area between the side street lot line and the side street building line may be paved or used for vehicle parking. As an exception to the area limitations in this paragraph, a lot is allowed a maximum 18-foot wide driveway and vehicle parking.

iii. Exceptions.

(A) Driveway coverage in the residential zones may exceed the size limitations of (4)(a) and (4)(b) when the subject property is located on a principal arterial and the increase in site coverage is due to inadequate maneuvering area for the safe exit of vehicles from the site. The exception to driveway coverage is reviewed by the engineering department as a portion of the driveway access permit.

(B) When paved pedestrian connections are separated from driveways and parking areas, they are not included in the calculation of paved area.



(h) Conversions. When existing residential buildings are expanded or converted to a new residential type, only those portions of the expanded or converted development shall meet the standards in this section.

10.47.040 Accessory dwelling units (ADU).

All accessory dwelling units, where defined in WCC [10.08.055](#) and where allowed by Chapter [10.10](#) WCC, District Use Chart, shall meet the following standards unless otherwise regulated within this code:

(1) Purpose.

- (a) To regulate the establishment of accessory dwelling units within or in conjunction with a primary dwelling unit;
- (b) To make it possible for adult children to provide care and support to a parent or other relatives in need of assistance, or to provide for the care of disable persons within their own homes;
- (c) To provide the opportunity for homeowners to gain the extra income necessary to help meet the rising costs of home ownership;
- (d) To provide more flexible housing options and more diverse housing types.

(2) Standards.

- (a) Form. ADUs may be created within, or detached from, any existing or new primary dwelling unit as a subordinate use. Dwelling units that are physically separated from the primary structure, that is, in a separate building, are “detached accessory dwelling units” (DADUs). Detached accessory dwelling units may share a common wall in a duplex arrangement.
- (b) Density. Two ADUs may be created per lot, where allowed by WCC 10.10, District Use Chart
- (c) Minimum Parking. A minimum of one parking space shall be provided for each accessory dwelling unit. On nonarterial streets where on-street parking is available abutting the lot, the city engineer may allow for on-street parking to satisfy the requirement for up to one parking space per ADU. Within one half-mile walking distance of a Major Transit Stop, no parking is required for ADUs.

(d) Maximum Size. In no case shall an ADU be larger than 1,000 square feet of gross floor area.

(e) Entrance. If a separate outside entrance is necessary for an ADU that faces a street, the entry shall include weather protection of at least four feet wide by three feet deep .

(f) Home Occupations. A home occupation may be permitted in either the primary dwelling or the ADU but not in both if otherwise allowed in the WCC.

(g) Addressing. An address shall be assigned by the city at the time of building permit issuance.

(h) Existing Structures. [AS OF DATE OF THIS ORDINANCE], existing legal non-conforming accessory structures, including detached garages, may be converted to an ADU even if they do not conform to current code requirements for setbacks or lot coverage.

(3) Standards for Detached Accessory Dwelling Units (DADU).

(a) Setbacks. DADUs shall meet rear and side accessory structure setback requirements and shall be set back equal to or further than the primary dwelling from the front property line.

(b) Maximum Height. Maximum height for a DADU is limited to 24 feet.

Chapter 10.48 GENERAL DEVELOPMENT REGULATIONS

10.48.020 Driveways and Access.

The following regulations shall apply to all zoning districts and overlays:

(1) All driveway widths, setbacks, and separation distances are measured at the property/right-of-way line.

(2) Access required. Every lot shall be provided with and maintain satisfactory access by a driveway from a street or access easement. Lots which have no recognized public or private street frontage shall demonstrate legal access prior to the issuance of any development permits for said lot.

(3) Number of driveways. Only one driveway per lot may be permitted for a street frontage which does not exceed eighty feet. Two driveways may be permitted for frontages exceeding eighty feet. All driveways in excess of the number allowed shall be approved if the City Engineer determines that said driveway would be of benefit to the City's traffic circulation.

(4) Location.

(a) All driveways shall be set back a minimum of five feet from a side property line of an adjacent property.

(b) Driveways shall be a minimum of 30 feet from another driveway on the same lot or within the same development.

(c) Driveways along all locally classified principal arterials, minor arterials, and collectors shall:

(i) Be no closer than 100 feet from another access within the same development project.

(ii) When feasible, be no closer than 150 feet from a minor arterial intersection or 250 feet from a principal arterial intersection.

(d) On a lot with more than one street frontage, access shall be from the lower classified street as depicted in the circulation map of the Wenatchee urban area comprehensive plan. Accessing from the higher classified street shall only be allowed if the city engineer determines that said access would be of benefit to the city's traffic circulation.

(e) Vehicular access shall be taken exclusively from the alley for all residential development on sites adjacent to alleys where the city engineer determines that the alley is sufficient to provide adequate circulation. Developments requiring six or more parking spaces accessing an alley shall make necessary improvements to the alley in accordance with the most current Public Works Standard plans and policies.

(5) Driveway widths. Maximum driveway widths on a public or private street as measured at the property/right-of-way line are set forth below:

(a) Driveway widths shall be a maximum of 18 feet for lots with one to four dwelling units and a maximum of 25 feet for lots with residential development of greater than four dwelling units. The maximum driveway width may be increased on the property at a distance of five feet from the back of sidewalk (or the planned sidewalk location based on current public works standards if the sidewalk is not yet constructed).

(b) Driveway widths for commercial development shall be as determined by the city engineer.

Chapter 10.60 OFF-STREET PARKING

10.60.030 General requirements.

(7) Except where otherwise provided by this title, off-street parking for new construction, including additions, must be within fully enclosed structures or located behind or to the side of buildings. Exceptions to this standard may be granted by the director, if site infeasibility can be demonstrated or as provided in WCC 10.47.

10.60.080 Off-street parking requirements.

The following requirements shall be met in all zoning districts, except when specifically regulated elsewhere in this code:

Land Use	Standards
Residential	

Land Use	Standards
Accessory dwelling unit	Refer to WCC 10.47.040(2)(d)
Bed and breakfast, transient rental	1 space per bedroom
Boarding or lodging room	1 space per bedroom
Dwelling Unit (properties 6,000sf and less)	1 space per unit, except as in WCC 10.47.035
Dwelling Unit (properties above 6,000sf)	1 space per bedroom, not more than 2 spaces per dwelling unit, except as in WCC 10.47.035
Supervised living facilities, welfare or correction institution, group homes (7 or more)	1 space per 5 beds
Home occupation	2 spaces per business
Senior housing	1 space per dwelling unit
Student housing	1.5 spaces per bedroom up to 3 bedrooms per unit. Above 3 bedrooms add

Land Use	Standards
	0.5 parking space per student.
Live-work dwellings	Refer to WCC 10.47.140(2)(e)
Manufactured home community	Refer to WCC 10.47.180(2)(k)(i)

Title 15 Development Impact Fee

GENERAL PROVISIONS GOVERNING THE ASSESSMENT OF IMPACT FEES

15.02.040 Exemptions.

(5) An accessory dwelling unit.

Title 7 STREETS AND SIDEWALKS

SIDEWALK CONSTRUCTION STANDARDS

7.22.020 Sidewalks constructed during building improvement.

Curbs, gutters and sidewalks shall be constructed simultaneously with the improvement of real property on the street or streets abutting the property to be improved. "Improvement of the property" shall mean construction of a primary structure, or any remodels in any two-year period representing greater than 50 percent of the valuation of the structure as determined using the most recent ICC valuation and construction tables, or remodel adding 20 percent or more of gross floor area. The width of the sidewalk shall be determined by the city engineer after taking into consideration the width of existing sidewalks adjacent or contiguous to the property to be improved, the width of available right-of-way for the construction of sidewalks, and the zone in which the property is to be located; provided, however, that the minimum width of any sidewalk constructed pursuant to this chapter shall be four and one-half feet. In lieu of the above requirements, upon approval of the city engineer, the applicant shall dedicate right-of-way to the city of Wenatchee if adequate right-of-way is not available for required sidewalks. The amount of dedication required will be determined by the city engineer.

The development of Accessory Dwelling Units shall not require public street improvements.