



WENATCHEE CITY COUNCIL
Thursday, September 12, 2019
Wenatchee City Hall Council Chambers
301 Yakima Street, 2nd Floor
Wenatchee, WA 98801
AGENDA

5:15 p.m. Regular Meeting

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

2. Consent Items:

- *Motion to approve agenda, vouchers, and minutes from previous meetings.*
Vouchers:
Claim checks #191824 through #191949 in the amount of \$661,171.98 for August 22, 2019
Wires #1471 and #1472 in the amount of \$52,069.72 for August 26, 2019
Claim checks #191950 through #192055 in the amount of \$1,243,027.08 for August 29, 2019
Payroll distribution in the amount of \$12,145.10 for August 30, 2019
Claim checks #192056 through #192064 in the amount of \$11,450.12 for August 30, 2019
Benefits/deduction checks in the amount of \$905,465.26 for August 30, 2019
Payroll distribution in the amount of \$501,547.56 for September 5, 2019
Payroll distribution in the amount of \$4,833.56 for September 5, 2019
Claim checks #192080 through #192138 in the amount of \$317,199.19 for September 5, 2019
- *Motion for City Council to accept the work performed by the contractor, DW Excavating, Inc. for the Horse Lake Road Sanitary Sewer Extension Project No. 1713, and further authorize the Mayor to sign the Final Contract Voucher Certification on behalf of the City of Wenatchee.*

3. Citizen Requests/Comments.

The "Citizen Comments" period is to provide the opportunity for members of the public to address the Council on items either not on the agenda or not listed as a public hearing. The Mayor will ask if there are any citizens wishing to address the Council. When recognized, please step up to the microphone, give your name and mailing address, and state the matter of your interest. If your interest is an agenda item, the Mayor may suggest that your comments wait until that time. Citizen comments will be limited to three minutes.

4. Presentations.

- GEAR UP Week Proclamation
- Recovery Month Proclamation
- Childhood Cancer Awareness Month Proclamation
- Young Professionals Week Proclamation

5. Action Items.

- A. North Wenatchee Stormwater Project, Project No. 1617
Presented by Senior Utilities Engineer Jeremy Hoover
Motion for City Council to approve the project budget amendment presented to the Finance Committee and allocate funding for the construction, and to award the contract for construction of the North Wenatchee Stormwater Project #1617 to J & K Earthworks, LLC, in the amount of \$337,466.54, and authorize the Mayor to approve the construction contract.

- B. Interlocal Agreement between City of Wenatchee and Wenatchee School District No. 246
Re: School Resource Officers
Presented by Police Chief Steve Crown
Motion for City Council to approve the Interlocal Agreement between the City of Wenatchee and Wenatchee School District No. 246, effective immediately.

- C. 1313 Walla Walla Avenue
Presented by Public Works and Community Development Staff
Motion for City Council to authorize the Mayor to sign the Agreement Re: Pedestrian Access, substantially in the form presented as Exhibit 3 of the September 9, 2019, agenda report prepared by the City of Wenatchee Community Development Staff, and to authorize the Mayor to sign the final binding site plan alteration for BSP-19-02 once the City Engineer and the Subdivision Administrator have completed their review and signed by final mylar.

- D. Surplus Property Sale – Hooked on Toys
Presented by City Attorney Steve Smith
Motion for City Council to authorize the Mayor to sign a Purchase and Sale Agreement substantially in the form attached to the staff report with Tom Kallas, and further negotiate any final details of the agreement.

- E. Lease Amendment No. 2 - Women’s Resource Center of North Central Washington
Presented by Executive Services Director Allison Williams
Motion for City Council to authorize the Mayor’s signature on Lease Amendment No. 2 between the City of Wenatchee and the Women’s Resource Center of North Central Washington for Parkside Parcel D.

- F. Contract for WASPC Mental Health Field Response Team Grant
Presented by Police Captain Edgar Reinfeld
Motion for City Council to authorize the Mayor to sign the Contract with WASPC and the User Agreement with OpenLattice.

G. Columbia Street - Engineering Services Selection, Project No. 1712

Presented by Economic Development Project Manager Matt Shales

Motion for City Council to authorize the Mayor to negotiate with KPG for engineering services for the design of Columbia Street, and further authorize the Mayor to sign a contract on behalf of the City.

6. Reports.

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

7. Announcements.

8. Adjournment.



DRAFT

WENATCHEE CITY COUNCIL MEETING

Thursday, August 22, 2019
Wenatchee City Hall Council Chambers
301 Yakima Street, 2nd Floor
Wenatchee, WA 98801

MINUTES

In attendance:

Mayor Frank Kuntz
Councilmember Jim Bailey
Councilmember Lyle Markhart
Councilmember Mark Kulaas
Councilmember Linda Herald (via phone)
Councilmember Mike Poirier

Staff in attendance:

Executive Services Director Allison Williams
City Attorney Steve Smith
City Clerk Tammy Stanger
Utilities Manager John Ricardi
Finance Director Brad Posenjak
Public Works Director Rob Jammerman
Economic Development Director Steve King
City Engineer Gary Owen
Community Development Director Glen DeVries
IS Support Jessi Saucedo

5:15 p.m. Regular Meeting

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

Mayor Frank J. Kuntz called the meeting to order at 5:15 p.m. Councilmember Lyle Markhart led the Pledge of Allegiance. The excused absences of Councilmembers Keith Huffaker and Ruth Esparza were noted. Councilmember Linda Herald participated in the meeting via phone conference.

2. Consent Items:

Motion by Councilmember Mark Kulaas to approve agenda, vouchers, and minutes from previous meetings. Councilmember Jim Bailey seconded the motion. Motion carried (5-0).

3. Citizen Requests/Comments. None.

4. Public Hearing Items.

A. 2020-2025 Transportation Improvement Program

The Mayor explained the public hearing process.

City Engineer Gary Owen presented the staff report. Council asked questions.

The Mayor asked for public comment. There was no one who wished to speak on the matter.

Motion by Councilmember Jim Bailey for City Council to approve Ordinance No. 2019-32, adopting a revised and extended comprehensive street program for the ensuing six years for the City of Wenatchee as required by the laws of the State of Washington. Councilmember Lyle Markhart seconded the motion. Motion carried (5-0).

B. Development Agreement with Weidner Investments, Inc.

The Mayor called the quasi-judicial hearing to order, stated the ground rules, and explained the process. The Mayor asked the Councilmembers if they had any appearance of fairness matters they wished to disclose. They had none. The Mayor then asked the public if anyone had any concerns of appearance of fairness on the matter. No one from the public raised any appearance of fairness concerns.

The Mayor administered an oath to Economic Development Director Steve King. Economic Development Director Steve King presented the staff report. Council asked questions. The Mayor then administered an oath to Project Manager David Avenell with Weidner Apartment Homes, and Mr. Avenell addressed the Council. Council asked questions.

The Mayor then asked for public comment and administered the oath to each member of the public. The following persons spoke on the matter:

1. Jeremy Walker, Lead Pastor, Foothills Foursquare Church, 315 South Mission Street. (Written comments received 8/21/2019). Addressed the City Council with his concerns about the parking impacts with this development. Also concerned about lack of housing for low income.
2. Jarquita Williams, Attorney with Northwest Justice Project, spoke of her concerns with the lack of low income housing in the valley.
3. Linda Sasseen, business owner next door to the development, addressed the City Council with concerns about parking.
4. Steve Stroud, business owner at 310 South Mission Street, addressed the City Council about the need for affordable housing units, concerns about parking and the impacts to the businesses in the area. He requested the city perform a study of offsite parking impacts.

5. Kyle Flick, business owner at 222 South Mission, spoke of his concerns with parking. Suggested designated parking for businesses.
6. Vern Cox, nearby property/business owner, spoke of his concerns with parking, stormwater runoff, and traffic impacts. He requested that the traffic study be updated. He was also concerned about the public-private partnership for the project.
7. Laurie Braunstein, business owner at 310 South Mission, shared her concerns with parking and alleyway traffic. Would like to see the 2016 parking analysis updated.
8. Nick Moushon, 841 Red Apple Road, stated he liked the development style but is concerned about parking and about the city participation with improvements. He is also concerned that the quality of the building may be lacking with the high costs anticipated for the parking garage.
9. Angie Decker, 302 South Mission (Wild Huckleberry), suggested that another parking study be done.
10. Jim Corcoran, property owner at 304 and 306 South Mission, spoke of his concerns with parking in the area.
11. Linda Haglund, Wenatchee Downtown Association Executive Director, stated the project is a great opportunity for people who desire to live in downtown and the positives that will come with that for downtown.

Economic Development Director Steve King then provided responses to several concerns raised by the public (i.e. parking study, affordable housing, public-private partnership).

With no further public comment the Mayor then turned the matter back to the City Council for consideration.

Motion by Councilmember Lyle Markhart for City Council to approve Resolution No. 2019-37, approving a development agreement between the City of Wenatchee and WA Mission & Kittitas Apartments, LLC for the development of multifamily housing in downtown Wenatchee. Councilmember Mike Poirier seconded the motion. Motion carried (5-0).

5. Action Items.

- C. Purchase and Sale Agreement – Mission/Kittitas Parking Lot

Economic Development Director Steve King presented the staff report. Council asked questions.

Motion by Councilmember Mike Poirier for City Council to authorize the Mayor to sign the Seventh Amendment to the Real Estate Purchase and Sale Agreement with Mission and Kittitas Apartments, LLC, for sale of property known as the Mission and Kittitas parking lot, and to further execute the Shared Parking Agreement, the Construction Agreement for Frontage Improvements, the Leaseback Agreement Following Closing, and the Repurchase Rights Agreement, substantially in the form of the documents attached to the staff report. Councilmember Lyle Markhart seconded the motion. Motion carried (5-0).

- D. WWTP Snowmelt & Old Clarifier Demolition Project – Project No. SW19-05
Authorization to Award Construction Contract to Low Bidder

Utilities Manager John Ricardi presented the staff report. Council asked questions.

Motion by Councilmember Mark Kulaas for City Council to authorize the Mayor to award construction contract to the successful low bidder, Pipkin Construction, for the WWTP Snowmelt & Old Clarifier Demolition Project (Project No. SW19-05), and further authorize the Mayor to sign a contract on behalf of the City. Councilmember Jim Bailey seconded the motion. Motion carried (5-0).

- E. WSDOT North Wenatchee Property Purchase

Economic Development Director Steve King presented the staff report. Council asked questions.

Motion by Councilmember Jim Bailey for City Council to approve the purchase of 1551 North Wenatchee Avenue from the Washington State Department of Transportation and further authorize the Mayor to sign a Real Property Purchase and Sale Agreement, a Demolition Agreement, and Escrow Hold Back Agreement. Councilmember Lyle Markhart seconded the motion. Motion carried (5-0).

- F. Confluence Parkway Engineering Services for NEPA and Pre-Design Services – Supplement #2

Economic Development Director Steve King presented the staff report. Council asked questions.

Motion by Councilmember Lyle Markhart for City Council to authorize the Mayor to sign Supplement #2 with KPG Engineering. Councilmember Mark Kulaas seconded the motion. Motion carried (5-0).

6. Reports.

- a. Mayor's Report. The Mayor reported on the following:
(1) Economic Development Director Steve King is leaving for Europe for seven weeks on Friday.

- (2) The city's bond sale went well earlier this week, and the city received a low interest rate of 2.62% for the \$14 million bonds.
 - (3) The chip seal project is underway.
 - (4) Executive Services Director Allison Williams added that staff debriefed with USDOT regarding the INFRA grant and will continue working hard on NEPA.
 - (5) She also added that a topic on September's work session agenda will be HB 1406.
- b. Reports/New Business of Council Committees
- (1) Councilmember Mark Kulaas expressed kudos to Community Development Director Glen DeVries and staff for the successful open house they held last evening for the sign code and housing code.

7. Announcements. None.

8. Adjournment. With no further business the meeting adjourned at 7:22 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: Jeremy Hoover, P.E., Senior Engineer - Utilities

SUBJECT: Horse Lake Road Sanitary Sewer Extension - Project No. 1713, Final Acceptance

DATE: September 6, 2019

MEETING DATE: September 12, 2019

I. OVERVIEW

The project installed approximately 1585 linear feet of 8 inch sewer main line in Dawn Terrace and Horse Lake Road between Maiden Lane and Tanda Lane. Side sewer services were installed for each property along those roads.

The construction contract was awarded in August of 2018 to DW Excavating, Inc. for \$504,323. Construction was substantially complete in November of 2018.

A total of 3 change orders were issued during the course of the project totaling \$229,103. These changes were the result of extremely poor soil conditions which resulted in additional paving as well as some redesign of the pipe alignment during construction. Additional manholes were necessary due to the revised depth of excavation associated with sloughing of the soil beneath the existing roadway. Due to both increases and reductions in quantities of materials and soil conditions, the net price increased the project total construction cost to \$733,426.68.



The **total project budget is \$804,865** with \$775,400 allocated to construction related activities. Project design, inspection, testing and administrative expenses totaled \$53,562.51.

Construction is now physically complete. One percent of the final construction amount, \$7,334 is dedicated to the Art Fund as part of the project cost.

The **overall cost to date is \$794,325** and the project will be under budget upon final closeout.

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

Project Budget

Description	Amount
Design Engineering	20,000
In House Management	2,000
Construction & Surveying	743,500
Construction Engineering	32,000
Art Fund	7,365
Total Project Budget	804,865

II. ACTION REQUESTED

Staff recommends the City Council accept the work performed by the contractor, DW Excavating, Inc. for the Horse Lake Road Sanitary Sewer Extension - Project No. 1713, and further authorize the Mayor to sign the Final Contract Voucher Certification on behalf of the City of Wenatchee.

III. REFERENCE(S)

Agenda Report 2018-39, Bid Award
Agenda Report 2018-50, Bid Award / Budget Amendment
Agenda Report 2019-01, Budget Amendment
Final Contract Voucher Certificate

IV. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Rob Jammerman, Public Works Director
John Ricardi, Utilities Manager
Gary Owen, City Engineer
Natalie Thresher, Contracts Coordinator
Brad Posenjak, Finance Director



**City of Wenatchee
Department of Public Works**

**Final Contract
Voucher Certificate**

Contractor DW Excavating, Inc.			
Street Address 215 Park Street			
City Davenport	State WA	Zip 99122	Date August 28, 2019
City Project Number 1713	Federal-Aid Project Number N/A		Highway Number
Job Description (Title) Horse Lake Road Sanitary Sewer Extension			
Date Work Physically Completed August 12, 2019		Final Amount	\$733,426.68

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
Loren Hendrickson
Type Signature Name

Subscribed and sworn to before me this 5th day of September 20 19
 x *[Signature]* Notary Public in and for the State of Washington,
 residing at Davenport

City of Wenatchee

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

X _____
Mayor/or Designee

Date of Acceptance



PROCLAMATION

WHEREAS, the Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) is a federally-funded program designed to increase the number of students who stay in school and succeed in postsecondary education; and

WHEREAS, GEAR UP focuses on students from low-income and underserved communities who might be the first person in their family to go to college; and

WHEREAS, Washington GEAR UP serves over 48,000 students in grades six through twelve, and has enabled thousands of students to achieve the dream of going to college as a result of GEAR UP grants awarded since 1999; and

WHEREAS, Washington is committed to providing a quality education for all students, helping them to achieve their highest potential;

NOW, THEREFORE, I, Frank J. Kuntz, Mayor of the City of Wenatchee, do hereby proclaim the week of September 23-29, 2019, as **National GEAR UP Week in the City of Wenatchee, Washington**, and I urge all citizens to join me in this special observance.



IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on this 12th day of September, 2019.

A handwritten signature in blue ink that reads "Frank J. Kuntz".

FRANK J. KUNTZ, Mayor

PROCLAMATION

WHEREAS, recovery from mental and substance use disorders, including co-occurring disorders is an essential part of health and one's overall wellness; and

WHEREAS, treatment and recovery services for mental and substance use disorders and co-occurring disorders is effective, and people can and do recover in our area and around the nation; and

WHEREAS, addressing and overcoming mental and substance use disorders and co-occurring disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

WHEREAS, we must encourage relatives and friends of people with mental and substance use disorders and co-occurring disorders to implement preventive measures, recognize the signs of a problem, and encourage those in need of help to seek appropriate treatment and recovery support services; and

WHEREAS, to help more people with lived experience achieve and sustain recovery, The Central Washington Recovery Coalition invite all residents of Wenatchee to participate in National Recovery Month, September 2019; and

NOW, THEREFORE, I Frank Kuntz, Mayor, by virtue of the authority vested in me by the laws of Wenatchee, Washington, do hereby proclaim the month of September 2019, as National Recovery Month In Wenatchee and call upon the people of Wenatchee to observe this month with appropriate programs, activities, and ceremonies to support this year's Recovery Month theme, Join the Voices for Recovery: Together We Are Stronger and to celebrate the 30th anniversary of the Recovery Month observance.



IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on this 12th day of September, 2019.

A handwritten signature in blue ink, appearing to read "Frank J. Kuntz", is written over a horizontal line.

FRANK J. KUNTZ, Mayor

PROCLAMATION

- WHEREAS, pediatric cancer is the leading cause of death by disease in children; and
- WHEREAS, 1 -in-258 children in the United States will be diagnosed by their 20th birthday; and
- WHEREAS, 80 percent of childhood cancer cases are diagnosed only after the disease has metastasized and spread to other areas of the body; and
- WHEREAS, two-thirds of childhood cancer patients will have long-lasting chronic conditions as a result of the treatments they go through; and
- WHEREAS, the National Cancer Institute recognize the unique research needs of childhood cancer and increase funding to conduct this this research; and
- WHEREAS, in the last 20 years, only four new drugs have been developed specifically to treat children with cancer; and
- WHEREAS, researchers and healthcare professionals work diligently to dedicate their expertise to treat and cure children with cancer; and
- WHEREAS, too many children are affected by this deadly disease and more must be done to raise awareness and find a cure;

NOW, THEREFORE, I, Frank J. Kuntz, Mayor of the City of Wenatchee, do hereby proclaim September 2019 to be **Childhood Cancer Awareness Month** in the city of Wenatchee, and encourage all Wenatchee residents to learn more about childhood cancers and consider what we all can do to support children with cancer and their families.



IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on this 12th day of September, 2019.

FRANK J. KUNTZ, Mayor

PROCLAMATION

YOUNG PROFESSIONALS WEEK

September 23-27, 2019

WHEREAS, Young Professionals Week is dedicated to celebrate, retain, and inspire Young Professionals in the City of Wenatchee; and

WHEREAS, Young Professionals are recognized as an integral piece of the City of Wenatchee's current workforce and economic, social and cultural future; and

WHEREAS, Community leaders, businesses, organizations and Young Professionals will forge connections to drive the community forward through unique opportunities and partnerships; and

WHEREAS, The community is encouraged to participate in the ongoing mentorship of Young Professionals, and support creative thinking and enthusiasm in the City of Wenatchee's future leaders;

WHEREAS, Young Professionals Week in the City of Wenatchee is a resource for Young Professionals in the Wenatchee Valley to come together, network, and be exposed to things they may not have otherwise known to exist in their community. A variety of activities will be offered at different times of the day during Young Professionals Week for everyone to enjoy.

NOW, THEREFORE, I, Frank J. Kuntz, Mayor of the City of Wenatchee, do hereby proclaim the week of September 23-27, 2019, as Young Professionals Week in the City of Wenatchee, and encourage Young Professionals to attend the many downtown activities planned September 23-27, as a way for Young Professionals to come together and connect, and build relationships.



IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on this 12th day of September, 2019.

A handwritten signature in blue ink, reading "Frank J. Kuntz".

FRANK J. KUNTZ, Mayor

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: Jeremy Hoover, P.E., Senior Engineer – Utilities

SUBJECT: North Wenatchee Stormwater Project, CPN 1617
Authorization to Award Construction Contract to J&K Earthworks, LLC

DATE: September 6, 2019

MEETING DATE: September 12, 2019

I. OVERVIEW

A stormwater discharge corridor is located across a property on the east side of the Apple Capital Loop Trail north of Hawley. The property is owned by the Chelan County PUD and is currently operated as a storage yard in conjunction with the electrical switching station.

The outfall pipe is an approximately 6 foot diameter CMP that collapsed and failing. The storage yard has subsided multiple times and the stormwater outfall is compromised.

Historically, that pipe was the outlet for the storm drainage basin that encompasses approximately the northern third of the City. In the past, at the behest of the PUD, the majority of the flow was diverted northward to drain to the Wenatchee River. This was due in part to the lower water quality of the untreated runoff that ultimately reached the nearby wetlands owned and maintained by the PUD.

Due to the high TMDL of the Wenatchee River, the DOE and the City desire to redirect the drainage south to its original discharge point. The PUD is in agreement with this concept as they are now interested in utilizing that drainage to help irrigate the wetlands and surrounding area contingent on the construction of a water quality mechanism. Prior to reintroduction of flows, the removal and replacement of the failed pipe is necessary. To this effect, the City and PUD entered into an Inter-Local Agreement (ILA) for design cost sharing in July of this year for a total reimbursement amount of \$34,000. An additional ILA for 50% construction cost sharing is currently in process.

This phase of the overall project will install approximately 115 linear feet of new 66 inch storm sewer across the PUD storage yard and replace the existing, failed, 72 inch pipe. The improvements will include a rip-rap energy dissipation structure at the end of the new pipe to mitigate the effects of erosion. Plans and specifications for the storm drain replacement were prepared by Pace Engineering.

A request for bids was issued and advertised on August 18 and August 25, 2019. Four bids were received and opened on September 5, 2019. J&K Earthworks, LLC is the low bidder with a base bid of \$311,316.00 or \$337,466.54 after applicable sales tax. The advertised Engineer's Estimate range was \$375,000 to 425,000. The high bid amount was \$419,976.83.



**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

II. ACTION REQUESTED

Staff recommends the City Council approve the project budget amendment presented to the Finance Committee and allocate funding for the construction. Staff further requests Council to award the contract for construction of the North Wenatchee Stormwater Project, #1617 to J&K Earthworks, LLC in the amount of \$337,466.54 and authorize the Mayor to approve the construction contract.

III. FISCAL IMPACT

This project was included in the 2019 Budget and will be funded though Fund 410 – Storm Drain Utility with contributions from the Chelan County PUD #2.

Project Budget

Description	Amount
Design	240,375
In House Management	5,000
Construction & Surveying	338,000
Construction Engineering	23,000
Art Fund	3,380
Total Project Cost	659,755

IV. PROPOSED PROJECT SCHEDULE

The City plans provide a Notice to Proceed by the end of September 2019. The project duration includes a total of 30 working days from the Notice to Proceed. Completion is expected in early to mid-November 2019.

V. REFERENCE(S)

Bid Tabulation
Agenda Report 2016-40
Agenda Report 2018-49
Agenda Report 2019-38

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Rob Jammerman, Public Works Director
John Ricardi, Utilities Manager
Gary Owen, City Engineer
Natalie Thresher, Contracts Coordinator
Brad Posenjak, Finance Director



Project 1617 - N Wenatchee Stormwater Facilities				Engineer's Estimate		J & K Earthworks		DW Excavating		Strider Construction		Pipkin Construction	
Item #	DESCRIPTION	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	CONTRACTOR SURVEYING	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,200.00	\$ 6,200.00	\$ 8,000.00	\$ 8,000.00	\$ 4,000.00	\$ 4,000.00
2	SPILL PREVENTION, CONTROL AND COUNTERMEASURES (SPCC) PLAN	1	LS	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00	\$ 125.00	\$ 125.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
3	MOBILIZATION	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 20,000.00	\$ 20,000.00	\$ 60,800.00	\$ 60,800.00	\$ 50,000.00	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00
4	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 6,200.00	\$ 6,200.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00
5	CLEARING AND GRUBBING	12,255	SF	\$ 1.00	\$ 12,255.00	\$ 0.70	\$ 8,578.50	\$ 1.00	\$ 12,255.00	\$ 0.50	\$ 6,127.50	\$ 2.00	\$ 24,510.00
6	REMOVAL OF EXISTING CMP PIPE	130	LF	\$ 50.00	\$ 6,500.00	\$ 100.00	\$ 13,000.00	\$ 135.00	\$ 17,550.00	\$ 200.00	\$ 26,000.00	\$ 200.00	\$ 26,000.00
7	SHORING OR EXTRA EXCAVATION	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 9,500.00	\$ 9,500.00	\$ 15,630.00	\$ 15,630.00	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00
8	CRUSHED SURFACING TOP COURSE	155	TN	\$ 40.00	\$ 6,200.00	\$ 40.00	\$ 6,200.00	\$ 37.00	\$ 5,735.00	\$ 48.00	\$ 7,440.00	\$ 80.00	\$ 12,400.00
9	66-INCH DRAIN PIPE IN TRENCH	115	LF	\$ 300.00	\$ 34,500.00	\$ 850.00	\$ 97,750.00	\$ 402.00	\$ 46,230.00	\$ 950.00	\$ 109,250.00	\$ 730.00	\$ 83,950.00
10	FLARED END SECTION 66 IN DIAM	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 5,400.00	\$ 5,400.00	\$ 4,500.00	\$ 4,500.00	\$ 7,000.00	\$ 7,000.00	\$ 10,400.00	\$ 10,400.00
11	CONCRETE MANHOLE - 8 FT DIAMETER	1	EA	\$ 32,000.00	\$ 32,000.00	\$ 15,000.00	\$ 15,000.00	\$ 34,900.00	\$ 34,900.00	\$ 28,000.00	\$ 28,000.00	\$ 37,000.00	\$ 37,000.00
12	MANHOLE ADDITIONAL HEIGHT	7	LF	\$ 500.00	\$ 3,500.00	\$ 600.00	\$ 4,200.00	\$ 312.00	\$ 2,184.00	\$ 700.00	\$ 4,900.00	\$ 500.00	\$ 3,500.00
13	ROCK EXCAVATION	15	CY	\$ 500.00	\$ 7,500.00	\$ 100.00	\$ 1,500.00	\$ 190.00	\$ 2,850.00	\$ 100.00	\$ 1,500.00	\$ 100.00	\$ 1,500.00
14	CONCRETE PAVEMENT IN EXISTING CMP	40	LF	\$ 132.00	\$ 5,280.00	\$ 150.00	\$ 6,000.00	\$ 333.00	\$ 13,320.00	\$ 225.00	\$ 9,000.00	\$ 340.00	\$ 13,600.00
15	SEEDING AND FERTILIZING	12,255	SF	\$ 1.00	\$ 12,255.00	\$ 0.50	\$ 6,127.50	\$ 0.40	\$ 4,902.00	\$ 0.15	\$ 1,838.25	\$ 0.50	\$ 6,127.50
16	PERMANENT SECURITY FENCE	270	LF	\$ 70.00	\$ 18,900.00	\$ 46.00	\$ 12,420.00	\$ 62.00	\$ 16,740.00	\$ 45.00	\$ 12,150.00	\$ 75.00	\$ 20,250.00
17	TEMPORARY SECURITY FENCE	130	LF	\$ 70.00	\$ 9,100.00	\$ 10.00	\$ 1,300.00	\$ 6.00	\$ 780.00	\$ 7.00	\$ 910.00	\$ 50.00	\$ 6,500.00
18	LIGHT LOOSE RIPRAP CL B	600	TN	\$ 85.00	\$ 51,000.00	\$ 60.00	\$ 36,000.00	\$ 71.00	\$ 42,600.00	\$ 48.00	\$ 28,800.00	\$ 55.00	\$ 33,000.00
19	GRAVEL BACKFILL FOR DRAINS	112	TN	\$ 60.00	\$ 6,720.00	\$ 67.00	\$ 7,504.00	\$ 43.00	\$ 4,816.00	\$ 38.00	\$ 4,256.00	\$ 55.00	\$ 6,160.00
20	GEOTEXTILE	240	SY	\$ 20.00	\$ 4,800.00	\$ 5.00	\$ 1,200.00	\$ 6.00	\$ 1,440.00	\$ 3.00	\$ 720.00	\$ 4.00	\$ 960.00
21	DITCH EXCAVATION	623	CY	\$ 35.00	\$ 21,805.00	\$ 32.00	\$ 19,936.00	\$ 24.00	\$ 14,952.00	\$ 27.00	\$ 16,821.00	\$ 25.00	\$ 15,575.00
22	EROSION/WATER POLLUTION CONTROL	1	FA	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
23	UNKNOWN UTILITY REPAIR	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
24	MINOR CHANGES	1	FA	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
	TOTAL BID BEFORE SALES TAX				\$ 378,315.00		\$ 311,316.00		\$ 344,709.00		\$ 382,712.75		\$ 387,432.50
	SALES TAX (8.4%)				\$ 31,778.46		\$ 26,150.54		\$ 28,955.56		\$ 32,147.87		\$ 32,544.33
	TOTAL BID WITH SALES TAX				\$410,093.46		\$337,466.54		\$373,664.56		\$414,860.62		\$419,976.83

Council Agenda Report

To: Mayor Frank Kuntz
City Council Members

From: Chief Steve Crown

RE: Interlocal Agreement Between City of Wenatchee and
Wenatchee School District No. 246

Date: August 30, 2019

Overview / Background:

This agreement defines the terms and conditions for the City of Wenatchee and the Wenatchee School District to share in the costs of two School Resource Officers (SRO).

Per the agreement, Wenatchee School District and City of Wenatchee agree to equally share the total costs by paying one-half the average salary, overtime, and benefit costs, including incremental pay increase for both officers.

This agreement has a termination date of August 31, 2020. However, both parties agree to meet prior to June 30, 2020, to review the need and feasibility of extending the agreement.

Budget Impact:

The total value of this contract for two officers is estimated at \$272,159.62. Each party is responsible for their half of the average salary, overtime, and benefit costs, which is estimated at \$136,079.82

Action Requested:

The request is that the City of Wenatchee Council approval of this interlocal agreement and authorize the Mayor signature, making this agreement effective immediately.

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF WENATCHEE
AND
WENATCHEE SCHOOL DISTRICT NO. 246**

THIS AGREEMENT is entered into this ____ day of August, 2019, by and between the City of Wenatchee, a municipality, hereinafter referred to as “City” and the Wenatchee School District No. 246, a political subdivision of the State of Washington, hereinafter referred to as “District.” The City and the District are sometimes referred to individually as a “Party” or together as the “Parties.”

RECITALS:

- A. The Parties are public agencies as defined in the Interlocal Cooperation Act (Chapter 39.34 RCW), and they wish to enter into an agreement pursuant to the Interlocal Cooperation Act.
- B. The Parties previously entered into an Interlocal Agreement, which is dated January 22, 2015 (“Prior Agreement”).
- C. The Parties would like to revise the Prior Agreement to the terms outlined herein.
- D. Upon the effective date of this Agreement, it shall replace and supersede the Prior Agreement.

AGREEMENT:

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the Parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is for the City to assign two (2) full-time police officers (“officers”) to the District to provide law enforcement services as specified herein to promote school safety and help maintain a positive school environment for all students. The officers will work with school personnel in providing alcohol and other drug education, maintaining a safe campus environment, serving as a law enforcement problem-solving resource person, and providing the appropriate response regarding on-campus or school related criminal activity.

2. Duration. This Agreement shall commence on August 27, 2019, and shall terminate on August 31, 2020. Both Parties agree to meet on or before June 30, 2020, to review

the need and feasibility of extending this Agreement. The meeting required herein may be included in any of the review meetings as stated in Section 11 of this Agreement.

3. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days prior written notice.

4. Relationship of Parties. The officers assigned by the City to the District will be mutually agreed upon by the Parties. The City and the assigned officers shall have the status of an independent contractor for purposes of this Agreement. The officers assigned to the District shall be considered to be employees of the City and shall be subject to the City's control and supervision. The assigned officers will be subject to current procedures in effect for Wenatchee police officers, including attendance at all mandated training and testing to maintain state law enforcement officer certification. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no person supplied by the District to accomplish the goals of this Agreement is a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Financing and Consideration. The City shall provide two (2) officers to the District. The District shall pay one-half the averaged salary, overtime, and benefit costs, including incremental pay increase for both officers. Each party will maintain a budget for expenditures under this Agreement. Payment from District to City is due upon District's receipt of an itemized monthly statement of cost from the City. In the event that the City is awarded grant funding that directly covers the expenses and costs stated in this Section 5, then the Parties agree to renegotiate the terms of Section 5 of this Agreement.

6. Officer Responsibilities. The officers assigned to the District shall:

6.1 Provide a program of law and education-related issues to the school community, including parents, on such topics as: Tobacco, alcohol, and other drug issues, and in addressing violence diffusion, violence prevention, and other safety issues in the school community.

6.2 Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campuses served by the officers.

6.3 Provide informational in-services and be a general resource for the staff on issues related to alcohol, and other drugs, violence prevention, gangs, safety and security.

6.4 The officers will gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students.

6.5 When a crime occurs, the officers will take the appropriate steps consistent with a Washington law enforcement officer's duties.

6.6 The officers will present educational programs to students and school staff on topics agreed upon by both Parties.

6.7 The officers will refer students and/or their families to the appropriate agencies for assistance when a need is determined.

6.8 Unless in the officer's opinion circumstances prevent it, either officer will attempt to advise the school principal prior to taking legal action, subject to the officer's duties under the law.

6.9 The officers shall not act as a school disciplinarian, nor make recommendations regarding school discipline. The officers are not to be used for regularly assigned lunchroom duties, as regular hall monitor, bus duties or other monitoring duties. If there is an unusual/temporary problem in one of these areas, the officers may assist District employees until the problem is solved. Provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the assigned officer or the City beyond the general duties that exist for law enforcement officers within the state.

6.10 The officers shall be responsible for securing a City owned rifle at the Wenatchee High School in a District owned safe, for the sole use and exclusive access of law enforcement officers during critical incidents.

6.11 The officers shall have the training required by Laws 2019, ch. 333, § 12.

7. Time and Place of Performance. The City will endeavor to have the officers available for duty at their assigned school each day that school is in session during the regular school year. The City is not required to furnish a substitute officer on days when the regular officer is absent due to illness or police department requirements. The officer's activities will be restricted to their assigned duties except for:

7.1 Follow up home visits may occur as a result of school related issues to include student safety, conduct or criminal activity.

7.2 School related off-campus activities when officer participation is requested by the Superintendent or designee and approved by the Chief of Police or designee.

7.3 Response to off-campus, but school related, criminal activity.

7.4 Response to emergency police activities.

During days that school is not in session, the officers shall perform regular police duties at a duty station as determined by the Chief of Police. The officer's weekly District schedule

will be mutually agreed upon in consultation with the Superintendent or designee. The officers may be asked to attend afternoon or evening events in lieu of the officer's regular day duty.

8. District Responsibilities and Rights. District will provide the officers an office and such office equipment as is necessary at his/her assigned schools. This office equipment shall include a telephone and filing space capable of being secured and access to a computer. Any office equipment provided to the officers by the District shall remain the property of the District.

9. Property. The Parties do not anticipate acquiring jointly-owned personal or real property under this Agreement. Any personal property of a party used in the performance of this Agreement in the possession of the other party shall be returned to the owner promptly upon completion of each requested task that utilized the property.

10. Records.

10.1 Education Records. The District must comply with Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g). The officers will be provided access to education records only if permitted by FERPA. If the officers are provided access to education records, the City and the officers agree not to disseminate or disclose the records unless such dissemination or disclosure complies with FERPA.

10.2 Public Records. Records created by the officers shall be records of the City and shall be maintained by the City. Records created by the District shall be records of the District and shall be maintained by the District.

11. Review. At least every three months during the term of this Agreement, the Parties shall meet to discuss the services being provided under this Agreement and to determine if any modifications to the Agreement are necessary to carry out the purpose of the Agreement.

12. Indemnification.

12.1 The City agrees to defend, indemnify, and hold harmless the District and its agents and employees from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs and expenses, arising out of or resulting from its performance of this Agreement, except for injuries and damages caused by the actions of the District.

12.2 The District agrees to defend, indemnify, and hold harmless the City and its agents and employees from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs and expenses, arising out of or resulting from its performance of this Agreement, except for injuries and damages caused by the actions of the City.

13. Administration.

13.1 No separate legal or administrative entity is created by this Agreement.

13.2 For purposes of RCW 39.34.030(4)(a), the administrator of this Agreement shall be the Superintendent of the District.

13.3 The following shall be the Parties' authorized representatives and contact persons for administration of this Agreement and any notices required by this Agreement shall be provided to:

City: Chief of Police
Wenatchee Police Department
140 S. Mission St.
P.O. Box 519
Wenatchee, WA 98807
509-888-4201

District: Superintendent
Wenatchee School District No. 246
235 Sunset Ave.
Wenatchee, WA 98801
509-663-8161

14. Filing. As required by RCW 39.34.040, prior to this Agreement's entry into force, this Agreement shall be filed with the county auditor or, alternatively, listed by subject on each party's web site or other electronically retrievable public source.

15. Enforcement.

15.1 In the event a dispute arises regarding any matter addressed in or related to this Agreement, the Parties agree that before taking any court action or seeking any other legal remedy, the Parties' authorized contact persons listed in Section 13.3, or their authorized designees, will participate in a good faith in-person negotiation to resolve any such dispute.

15.2 If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees incurred in that action, arbitration or other proceeding.

15.3 The Chelan County Superior Court shall be the sole and proper venue for any and all court actions brought to enforce or interpret the provisions of this Agreement.

15.4 This Agreement shall be governed exclusively by the laws of the State of Washington.

16. Applicable Laws. The Parties, in performance of the work under this Agreement, shall abide by all applicable local, state and federal laws, regulations, and requirements.

17. Interpretation.

17.1 This Agreement has been submitted to the scrutiny of the Parties and their legal counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance its words, without consideration or weight given to its being drafted by any party or its legal counsel.

17.2 Nothing contained in this Agreement shall be interpreted or construed to permit the assignment by either Party of any rights or obligations in this Agreement and such assignment is expressly prohibited without the prior written consent of the other Party.

18. Waiver of Breach. The waiver by either Party of the breach of any provision of this Agreement by the other Party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other Party.

19. Recitals. The recitals in the preamble to this Agreement are incorporated by this reference and are a part of this Agreement.

20. Severability. In the event any term, provision, or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, provisions, conditions, or applications of this Agreement which shall be given effect without the invalid term, provision, condition, or application. To this end, the terms, provisions and conditions of this Agreement are declared severable.

21. Entire Agreement.

21.1 This Agreement contains all the terms and conditions agreed upon by and between the Parties.

21.2 This Agreement may be executed simultaneously or in counterparts each of which shall be deemed an original, but all of which shall be identical and constitute one and the same agreement.

21.3 No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

21.4 Any modification of this Agreement must be in writing and executed by both Parties.

21.5 This Agreement shall be binding upon the Parties, their successors and assigns.

DISTRICT:

WENATCHEE SCHOOL DISTRICT NO. 246

By _____
SUNNY HEMPHILL
President of Board of Directors

By _____
PAUL GORDON, Superintendent
Secretary of Board of Directors

CITY:

CITY OF WENATCHEE

By _____
FRANK J. KUNTZ, Mayor

**AGENDA REPORT
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Wenatchee City Council

FROM: Public Works & Community Development Staff

SUBJECT: 1313 Walla Walla Ave - Council authorization for the mayor to sign a pedestrian access relocation agreement and a final binding site plan alteration

DATE: September 9, 2019 Meeting Date: September 12, 2019

I. OVERVIEW

At 1313 Walla Walla Ave (see the vicinity map of the subject property attached as Exhibit 1), River 1 Wenatchee, LLC proposes the construction of a Residence Inn by Marriott hotel, see the project site plan in Exhibit 2. The building permit is ready to issue pending the relocation of the pedestrian path and recording of the final binding site plan alteration. River 1 Wenatchee, LLC has received approval from the City's Hearing Examiner to amend the underlying binding site plan to relocate several water, sewer, utility, and access easements to facilitate the development of the site.

The Public Works and Community Development Departments of the City seek the Council's authorization for the Mayor to sign two documents: (1) an agreement with the underlying property owners to release City property set aside for a pedestrian corridor and to relocate the pedestrian corridor to align with the current pedestrian path and (2) the binding site plan alteration final mylar for BSP-19-02.

Pedestrian access relocation agreement:

The City owns a 6 foot wide strip of land at the north property line of the River 1 Wenatchee, LLC property. The City acquired this land for the express purpose of locating a pedestrian path from Walla Walla Ave to the Chelan County PUD Walla Walla Point Park. In 2017, the City worked with the adjacent property owner Braden Draggoo to relocate a pedestrian path through his property to help facilitate the development of 1301 Walla Walla Ave into a mixed-use building with office and residential uses. This was the first leg of the pedestrian path from Walla Walla Ave through the adjoining properties.

As with the Draggoo property, the City has been in discussions with the underlying property owners to transfer ownership of the 6 foot strip of land in exchange for an easement in which the pedestrian sidewalk will be constructed that will connect to the existing path on the Draggoo property and terminate at Walla Walla Point Park. The purpose of the attached agreement is to return the 6 foot wide pedestrian strip to River 1 Wenatchee LLC and Walla Wenatchee Investments LLC in exchange for the construction of the sidewalk connecting the Draggoo property sidewalk to Walla Walla

**AGENDA REPORT
COMMUNITY DEVELOPMENT DEPARTMENT**

Point Park. Construction of the sidewalk will be by the proponent of the hotel and will be completed prior to issuance of a Certificate of Occupancy for the hotel. Exhibit 4 depicts the location of the 6 foot pedestrian property and the proposed location of the new pedestrian path.

Final Binding Site Plan Alteration:

On June 25, 2019, Stream Real Estate, LLC, submitted an application to alter binding site plans BSP-07-04 and BSP-16-01 in order to facilitate the development of the site as a Residence Inn by Marriott hotel. The binding site plan alteration seeks to eliminate, relocate, and establish new easements on the property. The proposed location of the new hotel conflicts with existing sewer, water, and access easements. The City Hearing Examiner issued preliminary approval of the alteration on August 22, 2019. A draft final document is attached as Exhibit 5. The City has not completed review of the final binding site plan alteration. The final binding site plan requirements of WCC 11.18.080 require that the council authorize the mayor to sign the final document.

City staff is requesting that the council authorize the mayor to sign the final binding site plan alteration once the City Engineer and the Subdivision Administrator (Community Development Director) have signed the mylar certifying that the project complies with the applicable city codes and the hearing examiner decision.

II. ACTION REQUESTED

Planning staff is requesting that the City Council authorize the Mayor to sign the enclosed agreement and, when ready, the final binding site plan.

A draft motion for the Wenatchee City Council's consideration:

Draft Motions:

Pedestrian Agreement: I move to authorize the Mayor to sign the Agreement re: Pedestrian Access, substantially in the form presented as Exhibit 3 of the September 9, 2019 Agenda Report prepared by the City of Wenatchee Community Development Department.

Final Binding Site Plan Alteration: I move to authorize the Mayor to sign the final binding site plan alteration for BSP-19-02 once the City Engineer and the Subdivision Administrator have completed their review and signed the final mylar.

**AGENDA REPORT
COMMUNITY DEVELOPMENT DEPARTMENT**

III. FISCAL IMPACT

The approval of the pedestrian agreement and the final binding site plan will allow the City to issue the building permit for the new Residence Inn by Marriott hotel.

IV. PROPOSED PROJECT SCHEDULE

The City issued an e-civil permit on August 5, 2019 to allow for work on underground utilities and site grading. In order for the City to issue the building permit to construct the new hotel, a boundary line adjustment and the final binding site plan need to be recorded, which requires release of and revisions to existing easements, the recording of new easements, and the recording of the pedestrian access agreement.

In order to set many of these actions in motion, the Council needs to authorize the mayor to sign the attached agreement regarding the pedestrian access. The project developers would like to begin construction of the new hotel this fall in anticipation of a fall 2020 opening.

V. REFERENCE(S)

1. Exhibit 1: Vicinity map depicting the general location of the properties
2. Exhibit 2: Residence Inn Site Plan
3. Exhibit 3: Agreement re: Pedestrian Access
4. Exhibit 4: 6 foot pedestrian property and the proposed location of the new pedestrian path
5. Exhibit 5: Final Binding Site Plan

Exhibit 1 - Residence Inn by Marriott



Exhibit 2

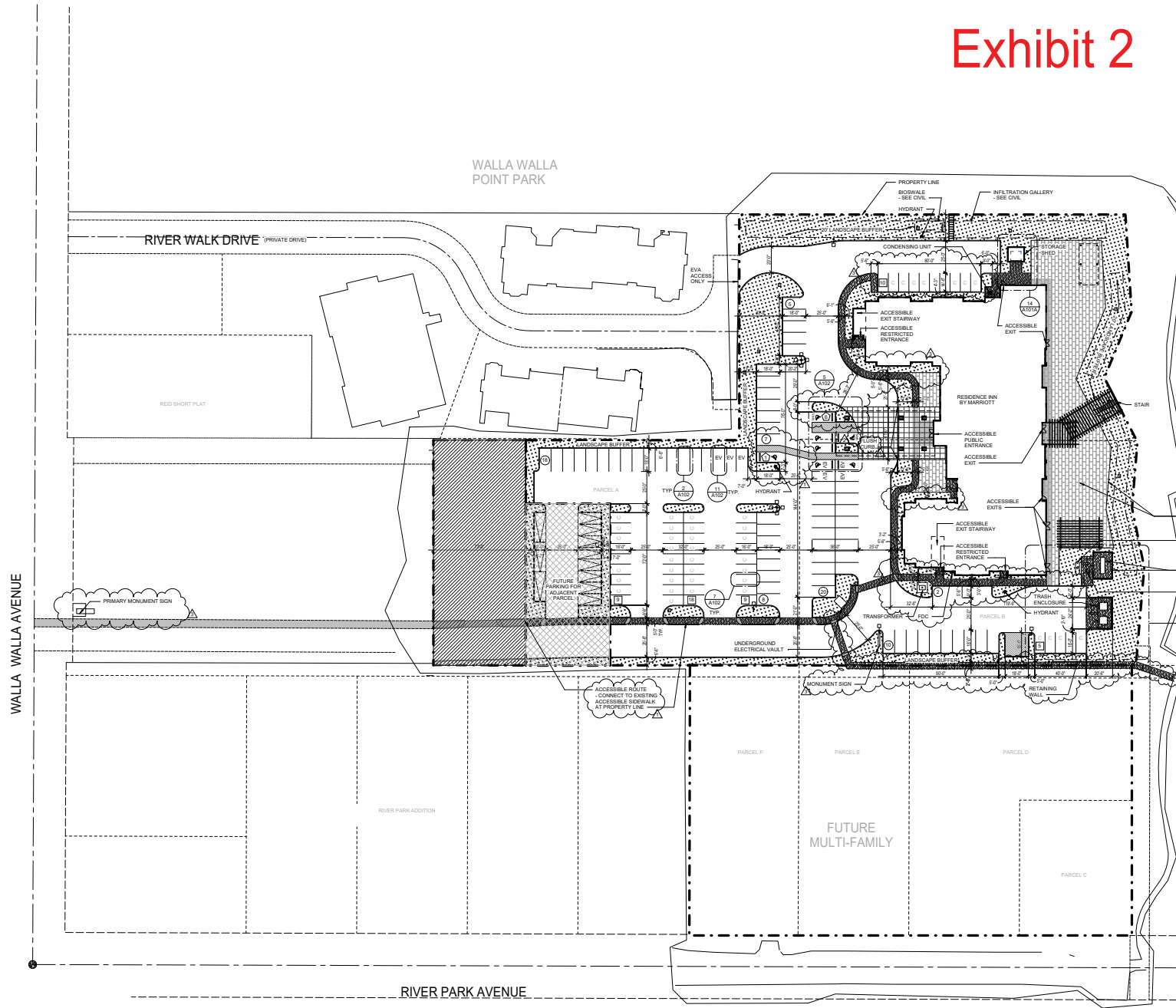
SITE CODE REQUIREMENTS

SITE ZONED AS:	WMU	WATERFRONT MIXED USE
LOT AREA:	141,765.90 FT ²	(3.25 ACRES)
BUILDING AREA:		
GROUND FLOOR:	22,380 SF	
SECOND FLOOR:	103,385 SF	K-4 & B0.700
TOTAL BUILDING AREA:	125,000 SF	
PARKING REGULATION PER MUNICIPAL CODE SECTION MC 19.07		
	REQUIRED	PROVIDED
STANDARD PARKING SPACES:	75	75
COMPACT PARKING SPACES:	7	91 (40%)*
ACCESSIBLE PARKING SPACES:	7	7 (INCLUDING 2 VAN)
TOTAL PARKING:	127**	125
BICYCLE PARKING SPACES:	88	88
* TOTAL REQUIRED PARKING STALLS = 127 (1 STALL PER GUESTROOM)		
** UP TO 10% OF TOTAL REQUIRED STALLS CAN BE COMPACT STALLS		
*** PER I.B.C. 1108.2.3		
SEVEN (7) TOTAL PARKING SPACES INCLUDING ONE (1) ACCESSIBLE PARKING SPACE		
EVEN (6) TOTAL PARKING SPACES PROVIDED HAVE BEEN DESIGNATED FOR ELECTRICAL		
VEHICLE CHARGING INFRASTRUCTURE AS REQUIRED PER WASHINGTON STATE BUILDING		
CODE SECTION 407. REFERENCE ELECTRICAL PLANS FOR ADDITIONAL DETAILS.		
BUILDING HEIGHT PER MUNICIPAL CODE SECTION MC10.48 AND PER I.B.C. 504.3		
	ALLOWABLE	PROVIDED
MUNICIPAL CODE HEIGHT:	60' MAX	64'-11"
MUNICIPAL CODE STORES:	5 STORES	5 STORES
I.B.C. HEIGHT:	70' MAX	64'-11"
I.B.C. STORES:	5 STORES	5 STORES

SITE PLAN GENERAL NOTES

1. THIS SITE PLAN IS NOT A SURVEY AND IS FOR REFERENCE ONLY. IT IS PROVIDED FOR BUILDING LAYOUT ONLY. REFER TO CIVIL DRAWINGS FOR ALL GRADING, SUBSURFACE WORK, UTILITY LOCATION, DRAINAGE, ETC.
2. THE CONTRACTOR SHALL VERIFY ON-SITE ALL GRADES, SWATHING IMPROVEMENTS, PROPERTY LINES, EASEMENTS, SETBACKS, UTILITIES AND SUBSTRUCTURES. WHERE DISCREPANCIES OCCUR, CONTACT THE CIVIL ENGINEER FOR RESOLUTION IN WRITING.
3. FOR HARDWARE AND DRAINAGE PLANS REF. CIVIL AND LANDSCAPE DRAWINGS FOR ADDITIONAL INFORMATION & SCOPE NOT INCLUDED. REFER TO CIVIL, LANDSCAPE, MECHANICAL, ELEC. & PLUMBING DRAWINGS.
4. FINISH GRADES SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. REFER TO CIVIL GRADING AND SOILS REPORT.
5. PROVIDE EXPANSION FILLER STRIPS AND SEALANT AT ALL FLATWORK ADJACENT TO BUILDING WALLS, OTHER ADJACENT SURFACES TO PROVIDE PROPER EXPANSION CONTROL U.N.O.
6. WHERE NOT INDICATED ON ARCHITECTURAL OR CIVIL DRAWINGS, PROVIDE EXPANSION & CONTROL JOINTS AT ALL EXTERIOR CONCRETE SLABS. SPACING OF JOINTS 20'-0" MAX. WALLWAYS SHALL HAVE TOoled JOINTS EVERY 8'-0" MAX.
7. ALL ROOF DRAINAGE TO BE PIPED TO STREET OR APPROPRIATE DRAINAGE FACILITY.
8. FOLIATION SYSTEM SHALL BE DESIGNED TO PREVENT THE SATURATION OF SOIL ADJACENT TO BUILDING.
9. REFER TO CIVIL & ELEC. & PLUMBING CURBS, PAVING STRIPS, FIRE LINE STRIPPING, CODE REQUIRED SITE SIGNAGE.
10. GENERAL NOTES LISTED ON THIS PAGE ARE NOT INTENDED TO BE AT THE EXCLUSION OF NOTES LISTED ELSEWHERE. THIS COMMENT SET IS MEANT TO BE COMPLEMENTARY AND INTEGRAL NOTES LISTED ON OTHER SHEETS MAY HAVE BEARING APPLICATION TO THE WORK SHOWN ON THIS SHEET.

- ACCESSIBLE ROUTE TO PUBLIC WAY (14' MIN. CLEAR WIDTH PER IAC 1101.2.1)
- CONCRETE PAVERS - PROVIDE EDGE CURB RESTRICTION AT LANDSCAPE PERIMETER
- 50% CAL. UNDERGROUND PROpane TANK SEE MECHANICAL
- GENERATOR ENCLOSURE
- GREASE INTERCEPTOR - SEE MECHANICAL



ISSUED SETS		
REV#	DATE	DESCRIPTION
01	01.24.19	PRELIMINARY PRICING
02	03.27.19	MARRIOTT 30% SUBMITTAL
03	04.26.19	MARRIOTT 30% RESEMITTAL
04	05.14.19	60% GA CHECK SET
05	06.20.19	PERMIT SET
06	08.14.19	PERMIT RESEMITTAL

REVISIONS		
REV#	DATE	DESCRIPTION
1	08.14.19	PERMIT RESEMITTAL
2	08.28.19	PERMIT RESEMITTAL - 2
3	08.18.19	MARRIOTT 60% SUBMITTAL

DRAWN: KO
CHECKED:
JOB NO: 5218



RESIDENCE INN BY MARRIOTT
913 WALLA WALLA AVENUE, WENATCHEE, WA 98801

SITE PLAN

1 SITE PLAN
1" = 30'-0"

SHEET:
A101

Exhibit 3

Return Address:
Steve D. Smith
Davis, Arneil Law Firm, LLP
617 Washington Street
Wenatchee, WA 98801

AGREEMENT RE: NON-MOTORIZED ACCESS

Reference numbers of related documents: 2470573
Grantors: 1. RIVER I WENATCHEE LLC 2. WALLA WENATCHEE INVESTMENTS LLC 3. CREEK I WENATCHEE LLC 4. SAMMAMISH WENATCHEE LLC
Grantees: 1. CITY OF WENATCHEE
Legal Description: 1. 2. Additional legal description is on page ___ of document
Assessor's Property Tax Parcel Number(s): 232034857043; 232034857052; 232034823075; 232034823080

THIS AGREEMENT RE: NON-MOTORIZED ACCESS (the "Agreement") is made and entered into effective on the date of the last signature below by and between the City of Wenatchee, a municipal corporation of the state of Washington (the "City"), and River I Wenatchee LLC, a Washington limited liability company, Walla Wenatchee Investments LLC, a Washington limited liability company, Creek I Wenatchee LLC, a Washington a limited liability company, and Sammamish Wenatchee LLC, a Washington limited liability company (the "Grantors"). The City and the Grantors are sometimes collectively referred to herein as the "Parties" or individually as a "Party."

RECITALS:

A. River 1 Wenatchee LLC and Walla Wenatchee Investments LLC are the owners of the following described property:

Lot 2 of the Thomas Reid Short Plat No. 1333 recorded in Book 3, page 56 of Short Plats, Chelan County, Washington, in Section 34, Township 23 North, Range 20 E.W.M. EXCEPT the North 6 feet of the West 143 Feet; TOGETHER with Lot 2, Block 8, Plat of Smith Park of Wenatchee, Chelan County, Washington, according to the plat thereof recorded in Volume 1 of Plats, pages 39 and 40; EXCEPT that portion thereof lying between the Columbia River and a contour line at elevation 633 feet above sea level, USG Survey Datum; EXCEPT the West 221.98 feet thereof; EXCEPT that portion acquired by Public Utility District No. 1 of Chelan County, a municipal corporation by decree of appropriation entered October 18, 1987, under United States District Court Cause No. C86-750JLQ and recorded under United States Auditor's No. 8711160057,

(also known as Tract 2 Boundary Line Adjustment SS #2971)

AKA Parcel B of BLA-17-001 WE filed under Chelan County Auditor's File No. 2451753.

Tax Parcel No. 232034857043

Lot 3 as delineated on Thomas J. Reid Short Plat No. 1333, Chelan County, Washington, recorded January 22, 1986 in Book SP-3 of Short Plats, page 56, including and together with that part of Lot 3, Block 8, in the Plat of Smith Park of Wenatchee, according to the plat thereof recorded in Volume 1 of Plats, pages 39 and 40, lying Westerly of the existing Chelan County P.U.D. Rock Island Hydro Electric Project Exhibit "K" Boundary. The Exhibit "K" Boundary (being a survey of the 633' contour line above sea level) is delineated in that certain survey dated February 28, 1986, made by James W. Rotter of Horton Dennis & Associates, which survey is held in the records of the Chelan County P.U.D. No. 1, and which is also described in that Decree of Appropriation recorded November 16, 1987, under Chelan County Auditor's Number 8711160057.

Tax Parcel No. 232034857052

B. Creek I Wenatchee LLC and Sammamish Wenatchee LLC are the owners of the following described property:

Lot 16, Plat of River Park, Chelan County, Washington, according to the plat thereof recorded in Volume 4 of Plats, page 13.

Together with Lot 15, Plat of River Park, Chelan County, Washington, according to the plat thereof recorded in Volume 4 of Plats, page 13. Together with that portion of the alley adjacent to an abutting upon said premises, as vacated by the Board of Chelan County Commissioners, April 10, 1933 in Volume 238 Commissioner's Journal, page 8. EXCEPT the Southerly 105.04 feet of Lot 15 of said parcel.
AKA Parcel A of BLA-2015-012WE filed under Auditor's File No. 2428697.

Tax Parcel No. 232034823075

Lot 17, Plat of River Park, Chelan County, Washington, according to the plat thereof recorded in Volume 4 of Plats, page 13.
Together with that portion of the alley adjacent to an abutting upon said premises, as vacated by the Board of Chelan County Commissioners, April 10, 1933 in Volume 238 Commissioner's Journal, page 8, which would attach by operation of law.

Tax Parcel No. 232034823080

C. The aforescribed property shall be referred to herein as the "Grantor Property" or "Grantor Properties."

D. The City is the owner of real property described in instrument recorded at Chelan County Auditor's File No. 2451747 that was intended to be pedestrian access property which is no longer needed by the City and which the Parties desire to relocate on to the Grantor's Properties. The City will convey its' interest in the pedestrian access property to Grantors.

E. The Grantors will provide an easement grant over and across the Grantor's Property for purposes of a non-motorized access path between Walla Walla Avenue and the PUD No. 1 of Chelan County Walla Walla Point Park (the "easement grant").

F. The Parties desire to enter into this Agreement to memorialize the terms of their relocation and construction of the easement as further set forth herein.

AGREEMENT:

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

1. Recitals. The recitals set forth above are incorporated herein as binding commitments and representations of the Parties by this reference.

2. Conveyance. The City agrees to convey by Quit Claim Deed the real property described in Chelan County Auditor's File No. 2451747 to Grantors.

3. Easement Grant. The Grantors shall dedicate and transfer to the City an easement grant for purposes of non-motorized access over and across the Grantor's Properties. Grantors agree to construct the access path contemplated in the easement grant to City standards within a reasonable time after obtaining a building permit for site improvements on the Grantor's Properties described above.

4. Binding Effect. This Agreement shall be binding upon and inure to the parties hereto, their respective heirs, executors, administrators, successors and assigns.

5. Governing Law. This Agreement shall be governed by the laws of the state of Washington and venue for any action arising from this Agreement shall lie in Chelan County, Washington.

6. Interpretation. This Agreement has been submitted to the scrutiny of the Parties and their legal counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration to or weight given to its being drafted by any Party or its legal counsel.

7. Counterpart Signatures. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart or electronically. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the Parties. The electronic transmission of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original.

8. Authority. Each of the individuals signing below represent and warrant to the other party that they have full legal right and authority to sign this Agreement and that said signatures are binding and irrevocable commitments of the party for whom they are signing.

IN WITNESS WHEREOF, the Parties have set their hands effective the date of the last signature set forth below.

GRANTORS:

RIVER I WENATCHEE LLC, by Stream
Real Estate, LLC, Manager

WALLA WENATCHEE INVESTMENTS,
LLC

By _____
TIM CAVANAUGH, Manager
Date: _____

By _____
PANFILO S. MORELLI,
Authorized Signatory
Date: _____

CREEK I WENATCHEE LLC, by Stream
Real Estate, LLC, Manager

SAMMAMISH WENATCHEE LLC, by
Sammamish Property Development No. 1
LLC, Manager, by Morelli Family LLC,
its manager

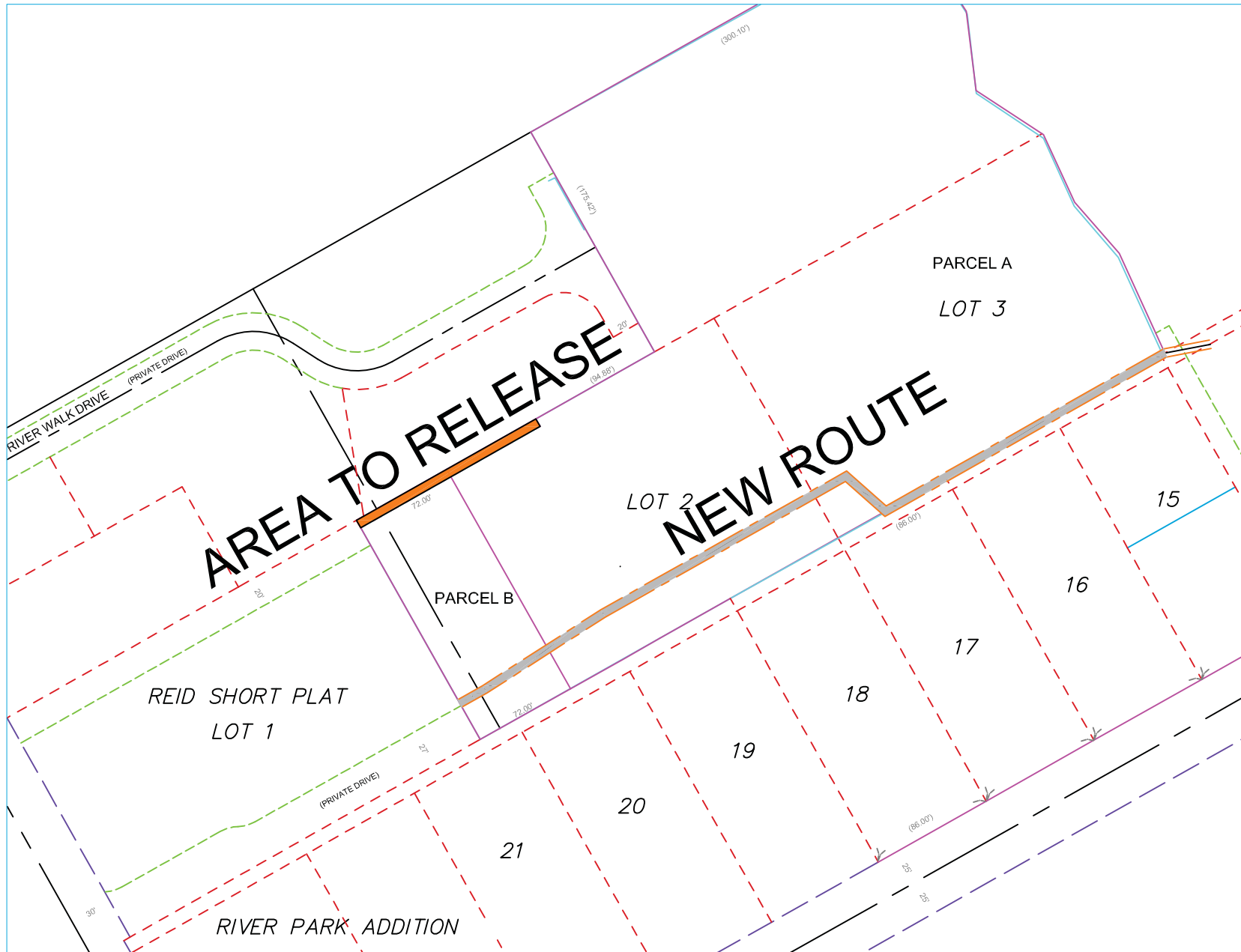
By _____
TIM CAVANAUGH, Manager
Date: _____

By _____
PANFILO S. MORELLI,
Its Manager
Date: _____

CITY:
CITY OF WENATCHEE

By _____
FRANK KUNTZ, Mayor
Date: _____

Exhibit 4



RESIDENCE INN BINDING SITE PLAN

Exhibit 5

CITY OF WENATCHEE BINDING SITE PLAN NO.
PARCELS 232034857043 & 232034857052

PURPOSE

THE PURPOSE OF THIS BINDING SITE PLAN IS TO AMEND WENATCHEE BINDING SITE PLANS 07-03 AND 16-01 TO REMOVE ACCESS AND UTILITY EASEMENTS TO ACCOMMODATE PROPOSED DEVELOPMENT OF THIS PROPERTY. NEW EASEMENTS TO PROVIDE FOR ACCESS AND UTILITIES WILL BE CREATED AND RECORDED VIA SEPARATE DOCUMENTS.

EQUIPMENT & PROCEDURES

EQUIPMENT: TOPCON GPS AND ROBOTIC TOTAL STATION.

PROCEDURES: INITIAL CONTROL ESTABLISHED BY RAPID-STATIC GPS OBSERVATIONS, WITH A PRECISION OF 42CM. CONVENTIONAL TRAVERSES WERE PERFORMED BETWEEN THIS CONTROL TO OBTAIN ADDITIONAL SITE SPECIFIC DATA AND FOR CORNER MONUMENTATION. POSITIONAL ERROR ADJUSTMENTS WERE MADE USING LEAST SQUARES ANALYSIS. PROCEDURES MEET OR EXCEED W.A.C. 332-130-090.

DATES OF SURVEY: INITIAL CONTROL PERFORMED: MAY 2018

BASIS OF BEARINGS:

WASHINGTON STATE PLANE GRID NORTH ZONE BASED ON STATIC OR RAPID STATIC GPS MEASUREMENTS

THE MEASURED DISTANCES SHOWN ON THIS MAP HAVE BEEN ADJUSTED TO THE WASHINGTON STATE PLANE COORDINATE GRID. MULTIPLY THE MEASURED DISTANCES SHOWN BY A FACTOR OF 1.0000156 TO OBTAIN THE ACTUAL GROUND DISTANCE.

REFERENCE PLATS/SURVEYS

- BSP 07-03 RECORDED UNDER A.F.N. 2284351
- RIVER WALK CONDOMINIUM PHASE 1 RECORDED UNDER A.F.N. 2287606
- RIVER WALK CONDOMINIUM PHASE 2 RECORDED UNDER A.F.N. 2288827
- BSP 16-01 RECORDED UNDER A.F.N. 2451743

NOTES

- ALL PARCELS WITHIN THE BINDING SITE PLAN ARE INTERPRETED AS A PART OF A COMMON PLAN OF DEVELOPMENT WITHIN THE CONSTRUCTION AND POST CONSTRUCTION STORMWATER CODE WCC CHAPTER 9.20.030 AND THE CHAPTER IS APPLICABLE TO EACH PART.
- BASED ON HISTORICAL AGRICULTURAL USE OF THIS LAND, THERE IS A POSSIBILITY THE SOIL CONTAINS RESIDUAL CONCENTRATIONS OF PESTICIDES. THE WASHINGTON STATE DEPARTMENT OF ECOLOGY RECOMMENDS THAT THE SOILS BE SAMPLED AND ANALYZED FOR LEAD AND ARSENIC AND FOR ORGANOCHLORINE PESTICIDES.

DEDICATION

KNOW BY ALL MEN BY THESE PRESENT THAT RIVER WENATCHEE I, LLC OWNERS OF THE REAL PROPERTY DESCRIBED HEREIN, DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE THEREOF FOR ANY AND ALL PUBLIC PURPOSES; ALSO THE RIGHT TO MAKE ANY AND ALL NECESSARY CUTS AND FILLS ON THESE LOTS SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL STREETS SHOWN HEREON; ALSO, WE AND OUR SUCCESSORS DO HEREBY WAIVER ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF PUBLIC ROADS.

IN WITNESS WHEREOF WE HAVE HERETO SET OUR SIGNATURE.

THIS ____ DAY OF _____, 2019.

OWNER: RIVER I WENATCHEE, LLC

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

THIS IS TO CERTIFY THAT ON THE ____ DAY OF _____, 2018, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED:

TO ME KNOWN TO BE THE PERSON(S) WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE MENTIONED.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT _____
MY COMMISSION EXPIRES _____

DESCRIPTION:

PARCEL A:

PARCEL B OF BLA-17-001 WE. RECORDED UNDER AUDITOR'S FILE NO 2451753.

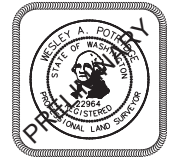
TOGETHER WITH LOT 3, AS DELINEATED ON THOMAS J. REID SHORT PLAT NO. 1333, CHELAN COUNTY WASHINGTON, RECORDED JANUARY 22, 1986 IN BOOK SP-3 OF SHORT PLATS, PAGE 56, INCLUDING AND TOGETHER WITH THAT PART OF LOT 3, BLOCK 8, IN THE PLAT OF SMITH PARK ADDITION TO WENATCHEE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGES 39 AND 40, LYING WESTERLY OF THE EXISTING CHELAN COUNTY P.U.D. ROCK ISLAND HYDRO ELECTRIC PROJECT EXHIBIT "K" BOUNDARY. THE EXHIBIT "K" BOUNDARY (BEING A SURVEY OF THE 633' CONTOUR LINE ABOVE SEA LEVEL) IS DELINEATED IN THAT CERTAIN SURVEY DATED FEBRUARY 28, 1986 MADE BY JAMES W. ROTTER OF HORTON DENNIS & ASSOCIATES, WHICH SURVEY IS HELD IN THE RECORDS OF THE CHELAN COUNTY P.U.D. NO. 1, AND WHICH IS ALSO DESCRIBED IN THAT DECREE OF APPROPRIATION RECORDED NOVEMBER 16, 1987 UNDER CHELAN COUNTY AUDITOR'S NUMBER 8711160057. EXCEPT THE WESTERLY 72.00 FEET THEREOF.

PARCEL B:

THE WESTERLY 72.00 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND: LOT 2 OF THE THOMAS REID SHORT PLAT NO. 1333 RECORDED IN BOOK 3, PAGE 56 OF SHORT PLATS, CHELAN COUNTY, WASHINGTON, IN SECTION 34, TOWNSHIP 23 NORTH, RANGE 20 E.W.M. EXCEPT THE NORTH 6 FEET OF THE WEST 143 FEET, TOGETHER WITH LOT 2, BLOCK 8, SMITH PARK OF WENATCHEE, CHELAN COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 38; EXCEPT THAT PORTION THEREOF LYING BETWEEN THE COLUMBIA RIVER AND A CONTOUR LINE AT ELEVATION 633 FEET ABOVE SEA LEVEL, USG SURVEY DATUM; EXCEPT THE WEST 221.98 FEET THEREOF; EXCEPT THAT PORTION ACQUIRED BY PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, A MUNICIPAL CORPORATION BY DECREE OF APPROPRIATION ENTERED OCTOBER 18, 1987 UNDER UNITED STATES DISTRICT COURT CAUSE NO. C86-7501Q AND RECORDED UNDER UNITED STATES AUDITOR'S NO. 8711160057, (ALSO KNOWN AS TRACT 2 BOUNDARY LINE ADJUSTMENT SS #2971) AKA PARCEL B OF BLA-17-001 WE.

SURVEYOR'S CERTIFICATE

I, WESLEY A. POTRIDGE, PLS., REGISTERED AS A LAND SURVEYOR BY THE STATE OF WASHINGTON, CERTIFY THAT THIS BINDING SITE PLAN IS BASED ON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, CONDUCTED BY ME OR UNDER MY SUPERVISION, THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; AND THAT THE MONUMENTS OTHER THAN THOSE MONUMENTS APPROVED FOR SETTING AT A LATER DATE, HAVE BEEN SET AND LOT CORNERS STAKED ON THE GROUND AS DEPICTED ON THE BINDING SITE PLAN.



CERTIFICATE NO. 22964

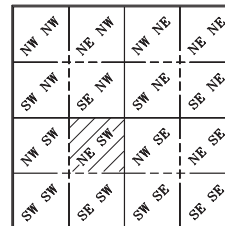
EXAMINED AND APPROVED

CITY OF WENATCHEE

CITY ENGINEER _____ DATE _____

SUBDIVISION ADMINISTRATOR _____ DATE _____

AUDITOR'S INDEX SKETCH



TOWNSHIP 22 N. RANGE 20 E. W.M.
CHELAN COUNTY, WA

AUDITOR'S CERTIFICATE A.F.#

FILED FOR RECORD THIS _____ DAY OF _____, 20____
AT _____ M. IN BOOK _____ OF SURVEYS AT PAGE _____
AT THE REQUEST OF _____ WES POTRIDGE

DEPUTY _____ COUNTY AUDITOR _____

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES AND ASSESSMENTS WHICH HAVE BEEN LEVIED AND BECOME CHARGEABLE AGAINST THE ABOVE DESCRIBED PROPERTY FOR 2016 AND PRECEDING YEARS HAVE BEEN DULY PAID, SATISFIED AND DISCHARGED, IN THE AMOUNT OF _____ AND HAVE BEEN DEPOSITED WITH THE CHELAN COUNTY TREASURER THIS ____ DAY OF _____, 2016.

CHELAN COUNTY TREASURER _____

RIVER WALK PHASE 3

A PORTION OF
THE NE 1/4 OF THE SW 1/4
OF SECTION 34 OF T. 23 N.
R. 20 E. W. M.

CHELAN COUNTY, WASHINGTON



DRAWN BY: JLR LAYOUT: BSP 1
DATE: 6/13/2019 FILE NO: 20180206_BSP1.dwg
SCALE: N/A JOB NO: 20180206.0000

SHEET 1 OF 3

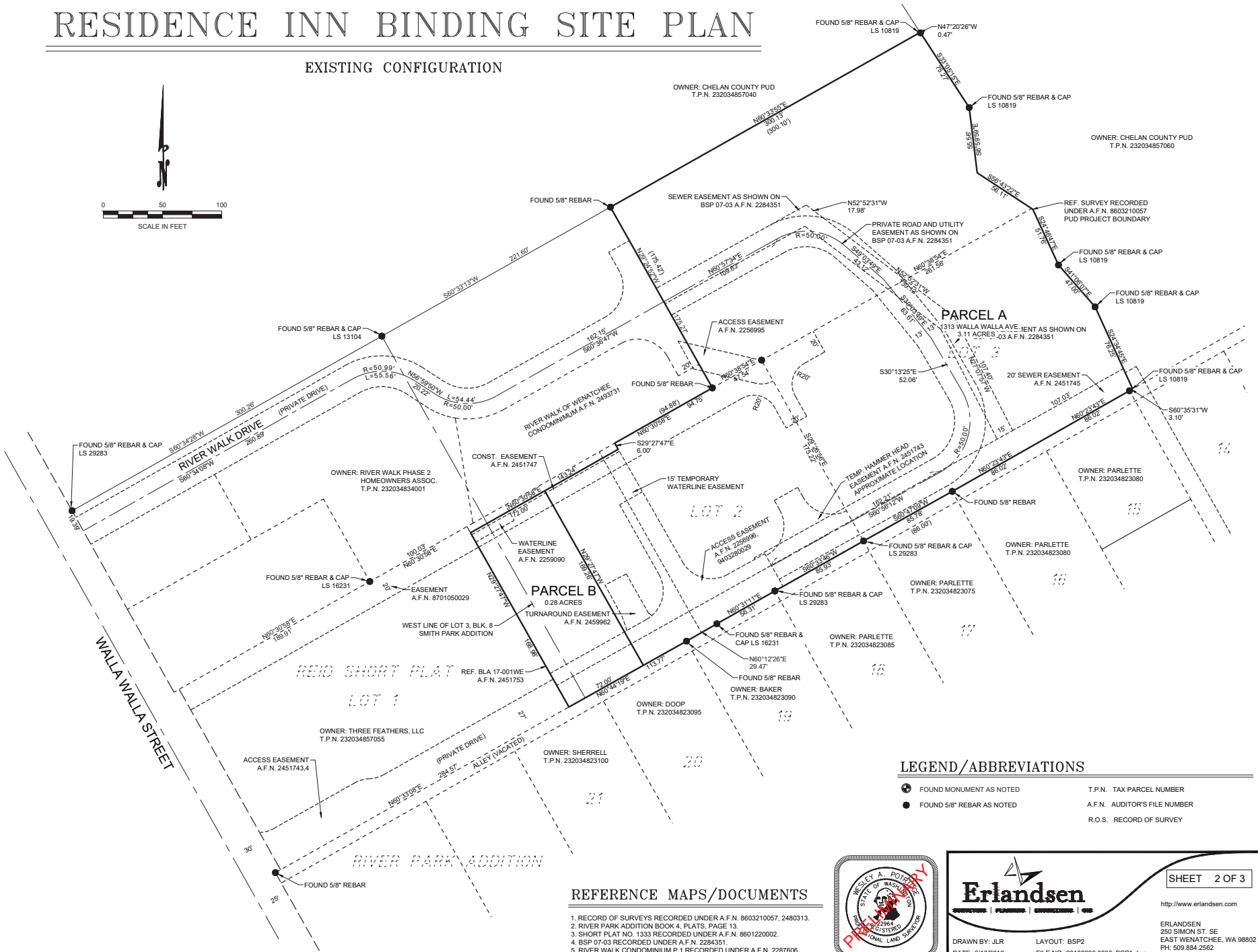
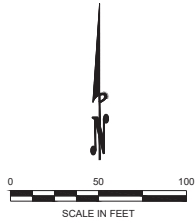
http://www.erlandsen.com

ERLANDSEN
250 SIMON ST. SE
EAST WENATCHEE, WA 98802
PH: 509.884.2562

TOLL FREE (800) 732-7442

RESIDENCE INN BINDING SITE PLAN

EXISTING CONFIGURATION

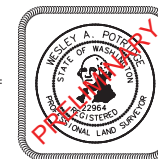


LEGEND/ABBREVIATIONS

- FOUND MONUMENT AS NOTED
- FOUND 5/8" REBAR AS NOTED
- T.P.N. TAX PARCEL NUMBER
- A.F.N. AUDITOR'S FILE NUMBER
- R.O.S. RECORD OF SURVEY

REFERENCE MAPS/DOCUMENTS

1. RECORD OF SURVEYS RECORDED UNDER A.F.N. 8603210057, 2480313.
2. RIVER PARK ADDITION BOOK 4, PLATS, PAGE 13.
3. SHORT PLAT NO. 1333 RECORDED UNDER A.F.N. 8601220002.
4. BSP 07-03 RECORDED UNDER A.F.N. 2284351.
5. RIVER WALK CONDOMINIUM P 1 RECORDED UNDER A.F.N. 2287606.
6. RIVER WALK CONDOMINIUM P 2 RECORDED UNDER A.F.N. 2288827.



SHEET 2 OF 3

http://www.erlandsen.com

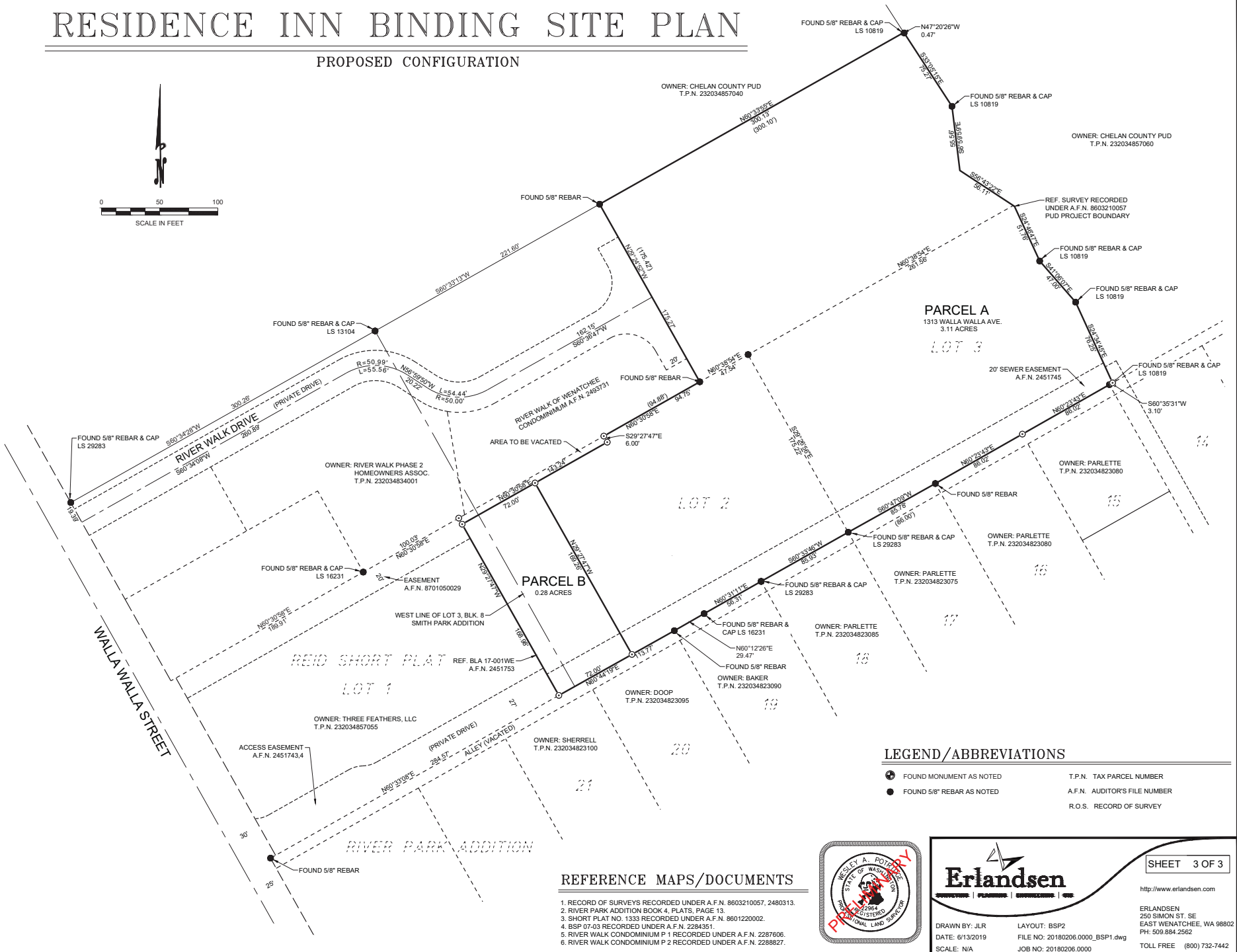
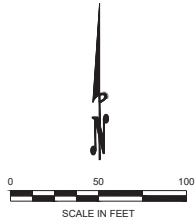
ERLANDSEN
250 SIMON ST. SE
EAST WENATCHEE, WA 98802
PH: 509.884.2562

DRAWN BY: JLR LAYOUT: BSP2
DATE: 6/13/2019 FILE NO: 20180206 0000_BSP1.dwg
SCALE: N/A JOB NO: 20180206 0000

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RESIDENCE INN BINDING SITE PLAN

PROPOSED CONFIGURATION

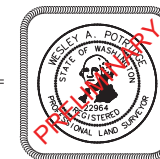


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6. RIVER WALK CONDOMINIUM P 2 RECORDED UNDER A.F.N. 2288827.



SHEET 3 OF 3

http://www.erlandsen.com

ERLANDSEN
250 SIMON ST. SE
EAST WENATCHEE, WA 98802
PH: 509.884.2562

DRAWN BY: JLR LAYOUT: BSP2
DATE: 6/13/2019 FILE NO: 20180206 0000_BSP1.dwg
SCALE: N/A JOB NO: 20180206 0000 TOLL FREE (800) 732-7442

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 M:\180206\180206\0000\Drawings\Final\20180206 0000_BSP1.dwg, Layout: BSP3

Memo

TO: Frank Kuntz, Mayor

AND TO: City Council

FROM: Steve D. Smith, City Attorney

DATE: September 5, 2019

RE: Surplus Property Sale – Hooked on Toys

MEETING DATE: September 12, 2019

I. OVERVIEW

As part of the North Wenatchee redevelopment plan, the City purchased property from Northwest Wholesale to facilitate the building of infrastructure and the McKittrick Street extension necessary to realize the redevelopment plan. The City surplused excess property on November 15, 2018, allowing Staff to negotiate the sale of remnant parcels. City Staff obtained appraisals and negotiated a sale with Tom Kallas of Hooked on Toys for a portion of the surplus property. Attached hereto is a copy of the drawing showing Parcel R-3 consisting of 72,932 square feet which is the parcel subject to the proposed purchase by Tom Kallas.

The proposed purchase price is \$1,239,844 which is based upon a price of \$17 per square foot of land. The purchase and sale agreement provides that the final price may be adjusted by multiplying the price per square foot by the actual area of the property as certified by the surveyor used for the transaction. The purchase price is to be paid in cash at closing. The purchaser has submitted its earnest money check of \$20,000 along with its signed purchase and sale agreement.

The proposed purchase and sale agreement is contingent on the extension of McKittrick Street and construction of Columbia Street. The City would be obligated to complete this construction by the end of 2020. The agreement is also contingent on purchaser's environmental assessment of the property, and a feasibility study to be completed within 120 days. The latest closing date is scheduled for January 20, 2020.

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to sign a purchase and sale agreement substantially in the form attached hereto with Tom Kallas and further negotiate any final details of the agreement.

III. FISCAL IMPACT

Submitted to the Finance Committee: X Yes No

The Finance Committee has reviewed this action. The fiscal impact is positive and will result in pay down of the project debt with proceeds from the sale.

IV. PROPOSED PROJECT SCHEDULE

The latest closing date is scheduled for January 20, 2020.

V. REFERENCES

The purchase and sale agreement is attached hereto.

VI. ADMINISTRATIVE ROUTING

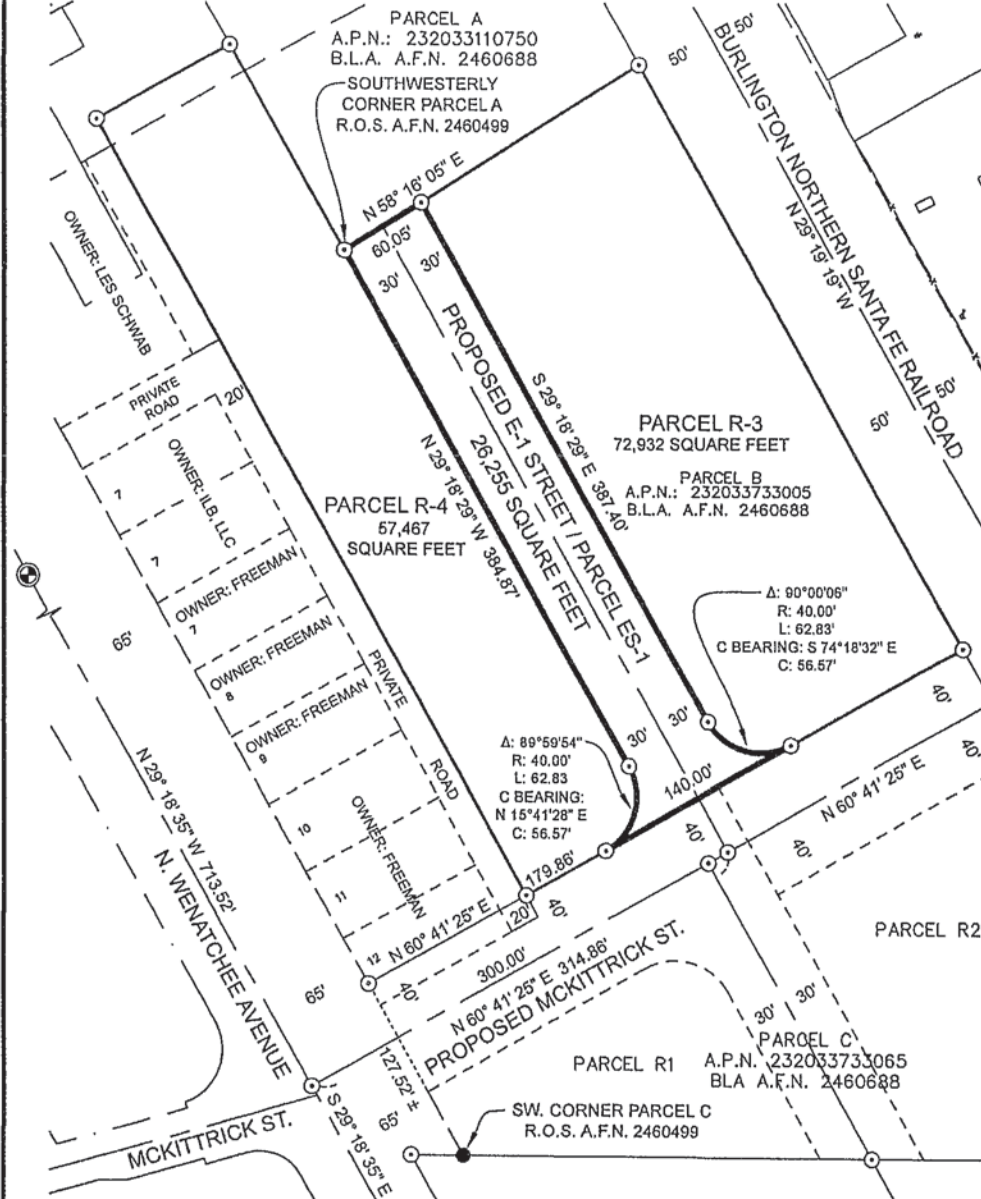
Tammy Stanger, City Clerk

Allison Williams, Executive Services Director

Brad Posenjak, Finance Director

EXHIBIT B: PARCELS ES-1, R-3 & R-4 EXHIBIT MAP FOR
CITY OF WENATCHEE

PART OF LOT 1, NORTHWEST ADDITION AND PART OF PARCEL B, B.L.A.-2017-012WE;
WITHIN PORTIONS OF THE NE1/4 OF THE NE1/4 AND THE SE1/4 OF THE NE1/4 OF
SECTION 33, T.23N., R.20E.W.M., CITY OF WENATCHEE, CHELAN COUNTY, WA



LEGEND/ABBREVIATIONS

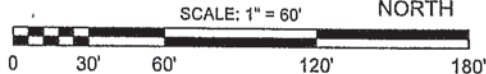
- ⊙ FOUND MONUMENT IN CASE
 - FOUND REBAR AND CAP
 - COMPUTED POINT
- A.P.N. ASSESSOR'S PARCEL NUMBER
A.F.N. AUDITOR'S FILE NUMBER
R.O.S. RECORD OF SURVEY

NOTE:

1. BOUNDARIES SHOWN BASED UPON RETRACEMENT OF R.O.S. 2460499.
2. BEARINGS, DISTANCES, AND AREAS SHOWN ARE SUBJECT TO CHANGE BY REQUESTS AND/OR DISCOVERY OF NEW INFORMATION.



NORTH



48° North

SHEET 1 OF 1

PROFESSIONAL LAND SURVEYING & LAND USE CONSULTING

P.O. Box 4266 WENATCHEE, WA, 98807-4266; Phone: (509) 436-1640
48dnorth.com

DRAWN BY: EBG

LAYOUT: 8.5X14 EXH

DATE: OCTOBER 12, 2018

FILE NO: 17-017 COW NWW PARCEL B REMNANTS.DWG

SCALE: 1" = 100'

JOB NO: 17-017

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**REAL ESTATE PURCHASE AND SALE AGREEMENT
WITH EARNEST MONEY PROVISION**

Wenatchee, Washington

1. SELLER. CITY OF WENATCHEE, a municipal corporation.
2. PURCHASER. TOM KALLAS, a single person, or his assigns.
3. AGREEMENT. The Seller agrees to sell and the Purchaser agrees to purchase the Property described herein on the terms set forth herein.
4. PROPERTY. The following described property located in the County of Chelan, State of Washington, legally described as follows:

Parcel R-3:

All that portion of Parcel B, City of Wenatchee Boundary Line Adjustment Number BLA-2017-012W, recorded July 10, 2017, under Auditor's File Number 2460688, records of Chelan County, lying Easterly and northeasterly of the easterly and northeasterly boundary of the following described Parcel ES-1:

Parcel ES-1:

A parcel of land being a portion of Lot 1, Northwest Addition to Wenatchee, Chelan County, Washington, according to the plat thereof recorded in Volume 5 of Plats, page 17, being also a portion of Parcel B, City of Wenatchee Boundary Line Adjustment Number BLA-2017-012W, recorded July 10, 2017, under Auditor's File Number 2460688, records of said County, said parcel being more particularly described as follows:

Commencing at the southwest corner of Parcel C (Lot 13, said Northwest Addition) as set forth and defined by Record of Survey recorded June 6, 2017, under Auditor's File Number 2460499, records of said County; thence North 29°18'35" West 127.52 feet, more or less, along the northeasterly right of way line of North Wenatchee Avenue to a point of intersection with northwesterly right of way line of a proposed public street; thence North 60°41 '25" East 179.86 feet along said proposed street right of way line, said line being also the southwesterly extension of the common line between Parcels Band C, said Boundary line Adjustment, to a point on said common line and a point of curvature and the TRUE POINT OF BEGINNING; thence northeasterly 62.83 feet along the arc of a circular curve to the left, said curve having a radius

1 of 40.00 feet and a chord bearing North 15°41 '28" East 56.57 feet to a point
2 of tangency to the southeasterly extension of the southwesterly boundary line
3 of Parcel A, said Boundary Line Adjustment; thence North 29°18'29" West
4 384.87 feet along said line boundary line extended southeasterly to the
5 southwesterly corner of said Parcel A; thence North 58°16'05" East 60.05 feet
6 along the southeasterly boundary of said Parcel A; thence South 29°18'29"
7 East 387.40 feet to a point of curvature; thence southeasterly 62.83 feet along
8 the arc of a circular curve to the left, said curve having a radius of 40.00 feet
9 and a chord bearing South 74°18'32" East 56.57 to a point of tangency with
10 the southeasterly boundary line of said Parcel B; thence along said
11 southeasterly boundary line South 60° 41 '25" West 140. 00 feet to the TRUE
12 POINT OF BEGINNING.

13 TOGETHER WITH all water rights appurtenant to or presently being
14 used on the property described herein.

15 SUBJECT TO all rights, restrictions, reservations, covenants and
16 easements, of record.

17 Tax Parcel No. 23 20 33 733 005

18 5. PURCHASE PRICE. The total purchase price is One Million Two Hundred Thirty
19 Nine Thousand Eight Hundred Forty Four and 00/100 Dollars (\$1,239,844.00).

20 The purchase price is determined based upon a price of \$17 per square foot of land that may be
21 used by Purchaser and not for public roadways or exclusively by third parties, which is currently based
22 on 72,932 square feet. The final price shall be determined by multiplying the price per square foot by the
23 actual area of the property as certified by the surveyor used for this transaction.

24 6. PAYMENT OF PURCHASE PRICE. The purchase price shall be paid in cash at
25 closing, including receipted earnest money.

26 7. EARNEST MONEY. Purchaser hereby deposits, and receipt is hereby
27 acknowledged of Twenty Thousand and No/100 Dollars (\$20,000.00), evidenced by personal check
28 paid or delivered as earnest money in part payment of the purchase price for the afore-described real
estate. Earnest money and this agreement shall be held by North Meridian Title and Escrow for the
benefit of the parties hereto.

8. PURCHASER'S REPRESENTATION. Purchaser represents that Purchaser has
sufficient funds available to close this sale in accordance with this Agreement, and is not relying on any
contingent source of funds unless otherwise set forth in this Agreement.

9. CONTINGENCIES. This Agreement is contingent on the following:

REAL ESTATE PURCHASE
AND SALE AGREEMENT

Page 2
REPSA (8-23-19 Clean)

BROMILEY MACKAY, PLLC
227 Ohmo Garden Road
Wenatchee, WA 98801
www.bromileylaw.com
(509) 293-5300

1
2
3 (a) Extension of McKittrick Street and Construction of Columbia Street. Seller and
4 Purchaser shall enter into an Agreement at closing whereby Seller shall extend McKittrick Street to the
5 east of its intersection with North Wenatchee Avenue, such that the Property will have street frontage
6 on the extended McKittrick Street, substantially as depicted on Exhibit "A". Seller shall also construct
7 an intersection at the southwest corner of the property, on the extended McKittrick Street and Columbia
8 Street, as depicted on Exhibit "A". Seller shall construct the road curb to curb. Seller's work shall be
9 completed by the end of 2020 unless otherwise agreed between Purchaser and Seller. Purchaser shall
10 install sidewalks consistent with City code at the time he obtains a building permit for the Property and
11 constructs his improvements. This Agreement shall survive closing.

12 (b) Environmental Assessment. Seller shall provide Purchaser with the Phase I
13 Environmental Assessment it previously obtained for the Property. Purchaser may complete, at his
14 expense, a Phase I environmental assessment and, if necessary, a Phase II environmental assessment.
15 Purchaser's obligations hereunder are contingent on his satisfaction with the results of such assessment(s).
16 Purchaser's satisfaction shall be measured by the sole discretion of the Purchaser.

17 (c) Feasibility Study. Purchaser shall have 120 days to complete a feasibility study on
18 the Property. The feasibility study shall be at Purchaser's expense and shall be acceptable to Purchaser
19 in Purchaser's sole discretion. Purchaser may conduct studies and investigations and analyze all
20 documents and matters pertaining to the Property, including without limitation, a review of the physical
21 and economic viability of the Property, its suitability for Purchaser's intended use and the presence of
22 hazardous materials. Purchaser shall undertake no activity which may create a lien on the Property.
23 Purchaser shall have the right to inspect the Property, with reasonable prior notice, to satisfy itself as to
24 all matters, including environmental and geotechnical condition of the Property. To assist Purchaser in
25 its feasibility study, Seller shall provide or make available to Purchaser for inspection and copying (at
26 Purchaser's expense) all books, records, plans and specifications, certificates of occupancy, surveys, soil
27 studies, environmental reports, financial analyses, correspondence and other documents and information
28 pertaining to the Property within Seller's possession or control.

10. TITLE. Unless otherwise specified in this Agreement, title to the Property shall be
marketable at closing. Rights, reservations, covenants, conditions, and restrictions, presently of record,
easements and encroachments not materially affecting the value of the Property or unduly interfering
with Purchaser's intended use of the Property shall not cause the title to be considered
unmarketable. Encumbrances to be discharged by Seller shall be paid by Seller on or before closing.

11. TITLE INSURANCE. Seller authorizes closing agent, at Seller's expense, to apply
for a standard form owner's policy of title insurance, with inflation endorsements, if applicable and
available at no additional cost, to be issued by North Meridian Title Insurance Company. The title policy
shall contain no exceptions other than those contained in said standard form and those not inconsistent
with this Agreement. If title is not so insurable and cannot be made so insurable prior to closing,
Purchaser may elect either to waive such encumbrances or defects, or to terminate this Agreement and
receive a refund of the earnest money. PURCHASER ACKNOWLEDGES THAT A STANDARD

1 FORM OF TITLE INSURANCE DOES NOT INSURE THE LOCATION OF BOUNDARIES
2 AND THAT AN EXTENDED FORM OF INSURANCE IS AVAILABLE AT ADDITIONAL
3 COSTS TO PURCHASER.

4 12. CONVEYANCE.

5 Title shall be conveyed by Statutory Warranty Deed free of encumbrances and defects
6 except those included in this Agreement or otherwise acceptable to Purchaser. Seller shall transfer to
7 Purchaser at closing the permits, licenses or water rights, if any, necessary to irrigate the Property.

8 13. CLOSING. This sale shall be closed within ten (10) days after satisfaction or waiver
9 of all contingencies, by North Meridian Title and Escrow, but not later than January 20, 2020. "Closing"
10 means the date on which all documents are recorded and the sale proceeds are available for disbursement
11 to Seller. Purchaser and Seller shall deposit with closing agent all documents and monies required to
12 complete this sale in accordance with this Agreement.

13 14. CLOSING COSTS AND PRORATION. Seller and Purchaser shall each pay
14 customary escrow fees. Taxes for the current year shall be prorated as of closing. This sale is exempt
15 from real estate excise tax per WAC 458-61A-205.

16 15. POSSESSION. Purchaser shall be entitled to possession on closing.

17 16. ASSIGNMENT. Purchaser's rights under this Agreement may not be assigned by
18 Purchaser without Seller's prior written consent, which consent may be withheld at Seller's discretion.
19 Purchaser may assign its rights under this Agreement to a related party which shall include a spouse, lineal
20 descendant or spouse of such descendant, ancestor or sibling (whether by the whole or half blood), a
21 partnership of which Purchaser is a member, a joint ownership or ownership in common which includes
22 the Purchaser; a corporation, the majority of whose securities are owned by the Purchaser or any one or
23 more of the foregoing parties; or a limited liability company in which Purchaser holds a majority interest.

24 17. NOTICES. Unless otherwise specified in this Agreement, any and all notices
25 required or permitted to be given under this Agreement must be given in writing. Notices to Seller must
26 be signed by at least one Purchaser and shall be deemed to be given when actually received by or at the
27 residence of Seller. Notices to Purchaser must be signed by at least one Seller and shall be deemed to be
28 given when actually received by or at the residence of Purchaser.

18. COMPUTATION OF TIME. Unless otherwise expressly specified herein, any
period of time specified in this Agreement shall expire at 5:00 p.m. of the last calendar day of the specified
period of time, unless the last day is Saturday, Sunday or a legal holiday, as prescribed in RCW 1.16.050,
in which event the specified period of time shall expire at 5:00 p.m. of the next business day. Any
specified period of five (5) days or less shall include business days only.

19. ATTORNEYS FEES AND VENUE. In the event that Purchaser or Seller shall
commence proceedings or institute action to enforce any rights hereunder, the venue for any such

1 proceeding or action shall be in Chelan County, Washington, and the parties shall bear their own
2 attorney's fees and costs incurred therein.

3 20. DEFAULT AND REFUND. If a dispute should arise regarding the disbursement
4 of any earnest money, the party holding the earnest money may interplead the funds into court.
5 Furthermore, if either Purchaser or Seller defaults, the non-defaulting party may seek specific
6 performance, damages, or rescission, except that the Seller's remedy shall be limited as follows:

7 In the event the Purchaser fails, without legal excuse, to complete the purchase of the
8 property, the earnest money deposit made by the Purchaser shall be forfeited to the Seller
9 as the sole and exclusive remedy available to the Seller for such failure.

10 21. GENERAL PROVISIONS. Time is of the essence. There are no verbal
11 agreements which modify this Agreement. This Agreement constitutes the full understanding between
12 Seller and Purchaser. Purchaser has personally observed the Property and has reached Purchaser's own
13 conclusion as to the adequacy and acceptability of the Property based upon such personal
14 inspection. Unless otherwise expressly specified herein, square footage, dimensions, and/or boundaries
15 used in marketing the Property are understood to be approximations and are not intended to be relied
16 upon to determine the fitness or value of the Property.

17 22. LEGAL AND TAX IMPLICATIONS. This agreement affects your legal rights
18 and obligations and will have tax implications. If you have any questions regarding this agreement and
19 the addendums, attachments or other related documents, you should consult an attorney or tax advisor.

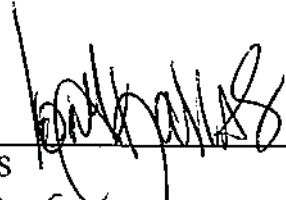
20 23. AUTHORITY TO SIGN. The parties signing this instrument hereby acknowledge
21 that they are authorized to execute the instrument on behalf of the entities they are signing for and
22 acknowledge it to be the free and voluntary act of such parties for the uses and purposes mentioned in
23 the instrument.

24 24. FACSIMILE/E-MAIL COPIES/COUNTERPARTS. The parties agree that this
25 agreement may be executed in counterparts, each of which shall be deemed an original and all of which
26 together shall constitute one and the same agreement, and may be transmitted between them
27 electronically or by facsimile machine. The parties intend that electronically transmitted or faxed
28 signatures constitute original signatures and that agreements containing the signatures (original, e-mailed
or faxed) of all the parties shall constitute a fully executed original and shall be binding on the parties.

29 25. PLAT ALTERATION. Purchaser agrees to cooperate with and sign all documents
30 necessary to relinquish interest in existing private roads and to allow lot boundary adjustments of existing
31 lots west of Columbia Street. Purchaser agrees to sign an application and final mylars for a plat alteration
32 abandoning the private road depicted on the Plat of Northwest Addition to the City of Wenatchee
33 recorded in Volume 5 of Plats, page 17, records of Chelan County.

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"PURCHASER"



TOM KALLAS
Date: 9-5- _____, 2019
Address: 414 W Rolling Hills Ln
Wenatchee Wa 98801
Phone No. 509-669-2177

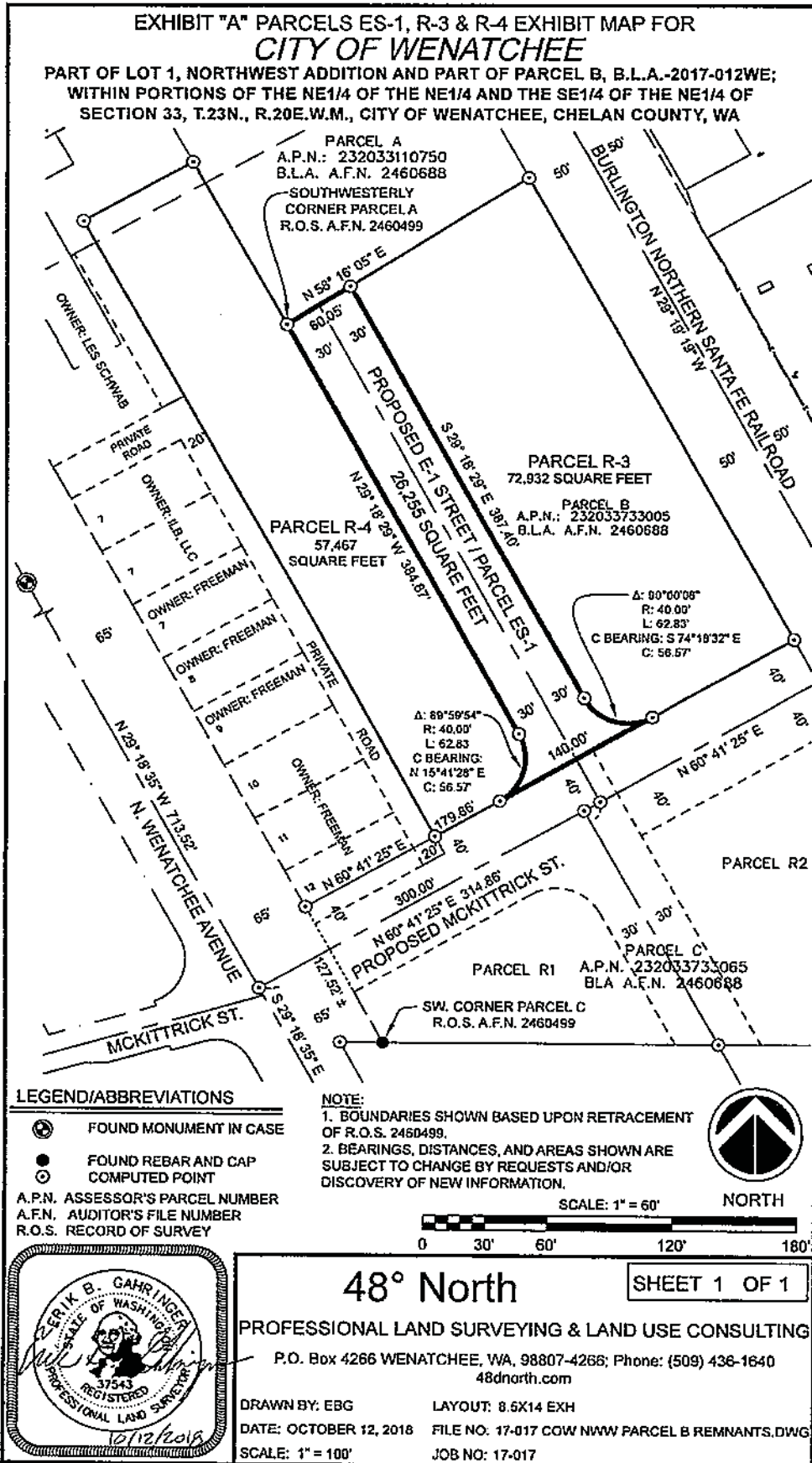
"SELLER"

CITY OF WENATCHEE

By _____
FRANK J. KUNTZ, Mayor

Date: _____, 2019
Address:

P.O. Box 519
Wenatchee, WA 98807
Phone No. _____



COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director;

SUBJECT: Lease Amendment No. 2 (WRC – Parcel D)

DATE: September 6, 2019

Background: In August of 2017, City Council authorized the lease of Parcel D of the Parkside property to the Women’s Resource Center (WRC) for the purposes of adding additional permanent supportive housing units. In the interim period, the WRC has applied for and received funding for the construction and the funding source has identified the need to do a correction of the parcel to align with the building footprint.

Lease Amendment No. 2 provides for an amended lease area as defined by the new boundary line which follows. The project is 20 new units and estimated cost is \$3.4 million. The WRC will be reviewing bids September 23rd and will be organizing a ground breaking in October. Construction time period is 9 months to a year.

Finance Committee Review: There is no financial impact with this action.

Action Requested: City Council motion to authorize the Mayor’s signature on Lease Amendment No. 2 between the City of Wenatchee and the Women’s Resource Center of North Central Washington for Parkside Parcel D.

AFTER RECORDING, RETURN TO:
Steve D. Smith
Davis, Arneil Law Firm, LLP
617 Washington Street
Wenatchee, WA 98801

LEASE AMENDMENT NO. 2
(WRC – Parcel D)

Reference numbers of related documents: 2462922; 2479284
Grantors: 1. CITY OF WENATCHEE
Grantees: 1. WOMEN’S RESOURCE CENTER OF NORTH CENTRAL WASHINGTON
Legal Description: 1. Parcel D of BLA-2019-010 WE 2. Additional legal description is on page 2 of document
Assessor’s Property Tax Parcel Number(s): 22-20-15-700-125

I. PARTIES

- 1.1 Landlord. City of Wenatchee, a municipal corporation of the State of Washington.
- 1.2 Tenant. Women’s Resource Center of North Central Washington, a non-profit corporation of the State of Washington.

II. PRIOR INSTRUMENTS

- 2.1 Lease. That certain Lease signed by Landlord on August 11, 2017, and by Tenant on August 14, 2017, recorded at Auditor’s File No. 2462922, on August 14, 2017.
- 2.2 Lease Amendment No. 1. That certain Lease Amendment No. 1 signed by Landlord on June 6, 2018, and by Tenant on June 6, 2018, recorded at Auditor’s File No. 2479284, on June 11, 2018.

III. LEASED PREMISES

3.1 Description of Leased Premises. The leased premises are legally described as follows:

Parcel D of BLA-2015-001WE recorded June 18, 2015, under Auditor's File No. 2419920.

IV. AMENDMENTS TO LEASE

4.1 Amendments.

a. The legal description is amended to read as follows:

Parcel D of BLA-2019-010WE recorded _____, 2019, under Auditor's File No. _____.

V. FULL FORCE AND EFFECT

All other terms and conditions, covenants, and amendments to the above-described Lease, unless specifically amended herein, shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Amendment No. 2 on the day and year noted below.

LANDLORD:
CITY OF WENATCHEE:

By _____
FRANK J. KUNTZ, Mayor

Dated: _____

TENANT:
WOMEN'S RESOURCE CENTER
OF NORTH CENTRAL WASHINGTON

By _____
LAUREL TURNER, Director

Dated: _____

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Captain Edgar Reinfeld

SUBJECT: Contract for WASPC Mental Health Field Response Team Grant

DATE: September 12, 2019

Wenatchee Police Department is again the lead agency for a multi-agency regional pass-through grant awarded by the Washington Association of Sheriffs and Police Chiefs to provide additional on-duty coverage for Designated Crisis Response staff into evening and Saturday hours. We were awarded and successfully completed this same grant in the 2018-2019 grant cycle. While we are the lead agency and as a city, the awarded entity, all funding is used to pay our DCR provider, Catholic Charities Serving Central Washington.

To execute this grant, we again agreed to work with the OpenLattice software provided by WASPC. This software is entirely web-based and requires no action or work by the Information Systems department.

We were awarded \$56,070.00 in this grant cycle covering July 1, 2019-June 30, 2020 (Washington State FY2020).

Financial Impacts:

There are no direct financial impacts other than time to process purchase orders and payments. Catholic Charities invoices the City of Wenatchee. WASPC pays the City of Wenatchee based on those invoices. The City of Wenatchee pays Catholic Charities only after payments are received from WASPC. This arrangement was successfully operated over the prior grant period.

No Financial Impacts:

N/A

Action Requested:

I request the Council provide authorization for Mayor Kuntz to sign the attached contract with WASPC and the attached user agreement with OpenLattice. These documents mirror those signed last year for the same purpose.

Attachments:

- a. MHFRT Face Sheet
- b. Project Narrative
- c. Project Timeline
- d. Budget Worksheet
- e. WASPC Specific Contract Agreement
- f. OpenLattice Agreement

Washington Association of Sheriffs
& Police Chiefs

Mental Health Field Response Team
Program Face Sheet

1. **Contractor's Name & Address:** Wenatchee Police Department
PO Box 519
Wenatchee, WA 98807
2. **Tax Identification No.:** 91-6001291
3. **Contract No.:** MHFRT-2019-001-005
4. **Contractor's Point of Contact:**
Name: Edgar Reinfeld
Title: Captain
Telephone: 509-888-4202
Email: ereinfeld@wenatcheewa.gov
5. **Contract Period:** July 1, 2019 - June 30, 2020
6. **Funding Authority:** Washington State Criminal Justice Training Commission and
Washington Association of Sheriffs & Police Chiefs
7. **Service Area:** City of Wenatchee, East Wenatchee Police Department, County of Chelan,
County of Douglas
8. **Requests for Reimbursement under this CONTRACT are capped at:** \$56,070.00

IN WITNESS WHEREOF, the Washington Association of Sheriffs & Police Chiefs (WASPC) and the Wenatchee Police Department (CONTRACTOR) acknowledge and accept the terms of this CONTRACT and the attachments hereto, and in witness where of have executed this CONTRACT as of the date and year last written below. The rights and obligations of both parties to this CONTRACT are governed by the information on this CONTRACT Face Sheet and other documents incorporated herein by reference: Project Narrative, Project Timeline, and Budget Worksheet which constitute the Statement of Work; Agreement Specific Terms and Conditions; and Permitted Agencies Open Lattice App Use Agreement (a separately executed three-way agreement between WASPC, the Contractor and Open Lattice).

FOR WASPC:

Steve Strachan, Executive Director
Washington Association of
Sheriffs & Police Chiefs
Date: _____

FOR CONTRACTOR:

Name: Frank Kuntz
Title: Mayor, City of Wenatchee
Date: _____



Wenatchee Police Department

140 S. Mission • PO Box 519 • Wenatchee, WA • 98807 – 0519
Business: 509 888-4200 • FAX: 509 888-4219 • www.wenatcheewa.gov

To: WASPC MHFRT Grant Program Panel

From: Captain Edgar Reinfeld

RE: Project Narrative

18 July 2019

Summary:

Beginning in 2015, Wenatchee Police Department partnered with Catholic Family and Child Services, now known as Catholic Charities Serving Central Washington, to provide crisis response services. Catholic Charities remains the contracted service provider for Crisis and Mental Health services for Chelan and Douglas Counties. The initial focus was on high-volume contacts and diverting them from being a draw on public safety and law enforcement and moving them into behavioral health services. The program grew from a single staff member from Catholic Charities responding to calls at the request of Officers in the field with Wenatchee Police Department to a small staff of Designated Crisis Responders (DCRs) and Designated Mental Health Professionals (DMHPs) responding to calls in the field for service for our department and those of our co-applicants, Chelan County Sheriff's Office, Douglas County Sheriff's Office, and East Wenatchee Police Department.

Case Management and/or Crisis Response staff continue to attend day shift briefings at Wenatchee Police Department at least two days per week and meet with the other three agencies at least weekly. With the extended hours provided by the 2018 grant, Crisis Response staff also regularly attend Wenatchee Police Department night shift briefings as available Tuesday through Saturday. The focus of these meetings is to pass on information regarding contacts law enforcement is making in the community with persons in crisis and suffering from a mental health condition. Additionally, Crisis Response staff provide information to law enforcement about clients they are trying to contact and to provide updates on referred clients and their current status as warranted by law and confidentiality rules.

Currently, the Crisis Response staff are on duty from 7:00 AM to 3:00 PM on Monday, 7:00 AM to 10:00 PM Tuesday through Friday, and for eight hours on Saturday with scheduling driven by needs in the field. The evening and Saturday hours are provided for through "stipend shifts" by DCR staff. Stipend shifts were implemented when it became apparent that hiring a new DCR staff member was unlikely to occur due to recruiting difficulties. This has become the effective model. While on duty, the response times to calls for assistance in the field averaged less than ten minutes (in the core area of the two counties) over the prior grant period. Rapid response increases the likelihood of an Intercept 1 resolution to the contact. The request in this grant application is to continue funding stipend shifts the additional 36-40 hours per week of on-duty coverage for our two-county region.

Program Structure:

The current crisis response staffing model is the Director of Community Integration, (2) DMHP/DCR, (1) DCR, and (1) Case Manager. They provide roughly forty hours of coverage per week under their regular contract and thirty-six hours of additional coverage under the MHFRT grant program with field response services in addition to other Mental Health Crisis services in our area. The current program provides rapid response, particularly in those areas close to the cities of Wenatchee and East Wenatchee.

The field response model has had several important effects including:

"We Promote a Safe Community and Quality of Life Through Protection and Service"

1. It reduces or eliminates repeated calls for service on the same subjects in the public eye. The first field response contact in 2015 ensured a single contact was made with a mentally and physically ill female from outside the local area. While she would have been subject to the Involuntary Treatment Act (ITA) and taken to the hospital, the Director of Community Integration (he had no other staff at this time for field work) came to the scene of the call and was able to rapidly access information on the patient and prepare for the next steps upon her transfer to the hospital. She was medically cleared and returned to her home town where there were already services in place. This pattern was repeated throughout the prior grant period. Field response has been especially effective with out of area persons with mental health conditions arriving in our region. Active, aggressive case management has led to paid travel arrangement to return them to their point of origin where existent services were able to take over.

2. Increased familiarity with mental health workers and processes by officers. The unfortunate side-effect for DCR staff is that Officers and Deputies now have direct phone numbers for all DCR staff and are not afraid to use them. Sometimes they are off-duty when this happens. Additionally, a daily e-mail goes out to many members of all four law enforcement agencies involved in the grant and the supervision of the local district of the Washington State Patrol with direct contact information and coverage hours for DCR staff. Simply put, Officers and Deputies know the DCR staff and recognize their usefulness in the field.

3. Reduced emergency department visits. Due to information sharing restrictions with our hospitals in the region, it is difficult to quantify the number of reduced visits and absolute impacts of the prior grant award. We noted several anecdotal reports from the prior grant period where diversions occurred. Furthermore, the Parkside facility has provided an additional crisis stabilization option routinely utilized by our DCR staff to divert potential emergency department patients to a more cost-effective and appropriate option.

4. Increased awareness of options other than arrest. At Wenatchee Police Department, we do not have booking restrictions other than temporarily to assist the jail with their needs. Officers actively seek involvement of DCR staff in lieu of arrest on a continuous basis. Intercept 1 works and Officers and Deputies know it. This is often the cause of the direct call to DCR staff mentioned above. Additionally, during overnight hours where coverage is not available, Officers and Deputies readily pass information regarding bookings to Case Management and DCR staff for Intercept 2 resolutions out of the jail. While we still do not have a true mental health court in our counties, we may have one formalized in the next 12-24 months. Catholic Charities was also a Trueblood Grant awardee and has focused on finding intersections between field response cases and Trueblood clients with great success.

While we thought we needed 24 hour coverage long-term in our region, the prior grant period proved the covered hours were mostly effective. Remaining gaps outside the scope of this grant application are Monday evenings, extended Saturday coverage, and Sunday. While these gaps seem large, over the prior grant period DCR staff occasionally shifted a planned Saturday shift to a Monday evening when a significant need appeared. When these shift moves occurred, they were always coordinated with law enforcement.

To maintain maximum flexibility in response, the focus of this DMHP/DCR will not be on ride-along activities, but responding to requests for service throughout the two counties. Ride-alongs are a critical element in training and ongoing familiarization with the area, with officers and deputies, and with agency practices, but will not be the primary means of delivering services for agencies. The DMHP/DCR will utilize a vehicle owned by Catholic Charities to respond to the field unless they are already out with an Officer or Deputy and are responding to a call for service for that agency.

During the prior grant period DCR staff utilized a scanner purchased with grant funds to monitor radio traffic and speed response times to the field. When the scanner programming failed, DCR staff adapted by utilizing smartphone scanner apps to continue until I repaired the radio scanner.

This stipend shift concept is an ongoing addition to an existing program that has been effective for law enforcement in Chelan and Douglas counties. It meets the expectations of the language in SB 2892 as we are seeking an additional DMHP/DCR FTE equivalent to maintain our increased levels of service and increase the number of Intercept 1 resolutions to mental health calls in the field with diversion (where possible) from both the jail and emergency department.

Service Area:

"We Promote a Safe Community and Quality of Life Through Protection and Service"

Currently, Catholic Charities provides service to Chelan and Douglas counties in partnership with the four law enforcement agency partners on this grant application. Chelan County covers 2,994 square miles and had an estimated population of 75,644 as of 2015. It contains Wenatchee (the largest city and county seat), Chelan, Leavenworth, Cashmere, Entiat, Manson, and numerous other unincorporated towns. Emergency Medical Services are provided by County Fire Districts and two private ambulance companies. Douglas County covers 1,849 square miles and had an estimated population of 40,534 as of 2015. The major city in Douglas County is East Wenatchee with additional towns of Rock Island, Waterville, Mansfield, Bridgeport, and many other small towns throughout the plateau east of the Columbia River.

Services are provided by the above staff. Some of the locations within this service area involve extended travel time. This has not prevented effective field response to date, even to outlying areas of the county. For the period of July 2017-June 2018, our four agencies handled a total of 47,770 calls for service that were documented through our multi-agency dispatch center and public safety answering point, Rivercom. A critical weakness in our data is a lack of information regarding the number of calls involving mental health conditions. New additions to Flex (formerly Spillman) and multi-agency agreements now in place will allow the participating agencies to utilize "Circumstance Codes" to document mental health related calls without causing new issues in the RMS. While RideAlong (now Open Lattice) was looked at as a solution, it did not come to fruition despite lengthy efforts in the last grant period. It is hoped that a combination of these two elements will improve our documentation and statistical information for these calls.

During the prior grant period, DCR staff made 311 total direct contacts with patients during grant-funded shifts. These contacts involved 295 hours of direct patient contact. Contacts were made in all four law enforcement jurisdictions.

One of the most critical growth areas from the prior grant period was the extension of Mental Health Field Response to the far outlying areas of Chelan and Douglas Counties. The community of Mansfield in particular saw DCR responses for the first time this past year. Extended coverage hours made the travel time to areas like this possible during the scope of normal operations. In the core area, utilization of scanners reduced call response times to less than ten minutes. DCR staff were frequently staged near a call for service before law enforcement even arrived.

Data/Information Gathering:

Catholic Charities collects detailed data regarding their responses to incidents. Douglas County Sheriff's Office is also doing an excellent job collecting data. While we reached an agreement with how to use our RMS to record information in 2018, unexpected faults were found with our plan. Motorola recently made a change to CompStat at our specific request and created a circumstance tab in this statistical engine. We will now be able to utilize that field to document these calls for service without causing disruptions to dispatch services through our Communications Center, Rivercom, or the methods used by the participating agencies.

Open Lattice should provide an additional data set. It is critical, however that each agency lead and the lead agency lead have full access to collected data for analysis. This was an issue in the prior grant cycle in addition to our inability to get the crisis template working for more than one Officer. We would value this tool to learn more about our own operations.

Training for Open Lattice should be minimal for end-users. Training on the circumstance codes is minimal as it is a field available to Officers and Deputies in the call clearance form and report writing modules (learning two more clicks should be easy).

Training for the New Position:

No training is required as the FTE DCR addition is covered by existing staff working extra shifts. Proper wear of ballistic/stab vests sought under this grant should be minimal and will be provided by Wenatchee Police Department Field Training Officers or Defensive Tactics trainers. It will be critical for DCR staff to understand the limits of the protection offered by the vests.

Transitions and Diversion:

"We Promote a Safe Community and Quality of Life Through Protection and Service"

The Parkside facility is operating and provides at least 16 beds for crisis stabilization. I say at least as the role(s) for Parkside are currently being re-evaluated to include the addition of treatment and evaluation beds and inclusion of substance use disorder patients. This is an exciting set of developments that may come during the grant period without decreasing the current number of stabilization beds. Parkside is a large facility with the potential for at least 32 and up to more than 50 total beds.

For long-term solutions, crisis response is directly linked to our local MCOs. The goal is enrollment in services for all eligible subjects. The case manager position tied to crisis response is connected to outreach for housing, homeless, substance use disorder, and the MCOs to maintain engagement with persons who need services. This provides the opportunity to stay focused on Intercept 1 resolutions by referring contacts to their pre-existing services and service providers instead of taking actions including arrest or transport to the emergency department.

While homelessness and lack of available housing continue to be critical drivers in our mental health related incidents in this area, persons coming from out of the area with services at home consume large amounts of resources. Field response has paid huge dividends in this area. Crisis response staff have been critical to identification of services already in place and in arranging transportation back to those services. Tragically, if you arrive in our area without housing and have mental health needs, the likely scenario is to end up homeless. Our rental vacancy rates are in the single digits, if not effectively zero, month-to-month. Respite services and transitional housing only go so far. While there are new apartments and low-income projects proposed and under construction in our area, they will still not meet the current demand, much less potential future demands.

Project Need:

This application continues the expanded coverage hours of our current Mental Health Field Response Team. The increased hours have been wildly successful and have led to over 30 direct field contacts per month in the grant-funded hours. We failed to understand our need before the team was initiated in 2015 when our current Director of Community Integration arrived. The traditional model in this area was to transport to the emergency department at Central Washington Hospital in Wenatchee and then wait up to several hours for a DMHP to arrive and evaluate the patient. This placed a significant strain on law enforcement who were required to wait for the DMHP, for the hospital with a bed tied up in the emergency department, and for the DMHPs themselves who were always forced to respond from their office, home, or other field work for any evaluation. As crisis response became more prevalent here, true Intercept 1 resolutions became possible.

The additional request for ballistic/stab vests in this application will improve field responder safety. While DCR staff do not make contacts alone, they are the obvious soft target for potentially violent subjects in the field. The vests provide for better identification and protection against some armed threats.

Project Personnel:

The key personnel in this field response team are officers and deputies in our four agencies in addition to the crisis response staff. All current commissioned officers and deputies in our area directly participate in mental health field response when assigned to calls for service. The crisis response personnel presence in shift changes and other meetings with officers and deputies maintains this relationship and provides ongoing drive to utilize this service. All officers and deputies responding to calls for service would be responsible to ensure Open Lattice entries through the Crisis Template occur when appropriate.

All crisis response personnel will also be responsible for ensuring Crisis Template entries occur when appropriate.

At the management level for this process, as the Lead Agency Project Manager, I will be the primary point of contact for the project. Each of the remaining three agencies will also have an assigned command level officer attached. Should any of us need replacing, we will be replaced with a command level officer from the appropriate agency.

The Director of Community Integration, Eric Skansgaard, will be the lead for the crisis response side of this project. Should he need to be replaced, we will coordinate with Catholic Charities to find a suitable successor.

Representatives from each entity's Information Services/Information Technology departments will be utilized to sync Open Lattice with our RMS, Motorola Flex (formerly Spillman). As the maintainer of the RMS, Rivercom staff will also be identified to assist with the connection based on the needs identified during the setup phase for Open Lattice. During the prior grant period, Open Lattice setup efforts were unsuccessful. All agencies did identify an appropriate IS/IT staff person to work on setup.

Lead Agency Project Manager Roles:

As the Lead Agency Project Manager, the primary roles in this expanded service will revolve around coordination.

1. Coordination between Catholic Charities and Law Enforcement. I work in this role at this time and will continue to do so to ensure both groups' needs are met. The primary contact is Eric Skansgaard. He and I have worked together since 2015 on crisis response, diversion, and transitional housing issues. We are both well-connected to the local services and have been successful to date in building field response.
2. Reporting compliance for the grant. The Lead Agency Project Manager will be accountable for the production of the monthly and semi-annual reporting. The information will be obtained from the RMS and Open Lattice software in addition to other sources that may become known once Open Lattice is operational.
3. Multi-agency coordination between the four law enforcement agencies and Rivercom.
4. Open Lattice integration and maintenance. Each agency will require a focal point for contact with Open Lattice. For Wenatchee Police Department, this will be Technical and Support Services Manager Jim Brown. Jim has extensive experience in managing software and hardware in mobile and office environments. Over the last 20+ years he has managed dispatch centers and records sections for emergency services. Points of contact for all other agencies have been identified.

Partnership and Collaboration:

Catholic Charities is the current focal point with regular meetings with both the BHO and MCOs in our service area. As noted above, the expanded hours have been utilized by all four local participating agencies. The weekly (and more frequent) meetings with agency staff and Catholic Charities will continue. Multi-agency meetings are conducted as needed.

Simply, the crisis line or a call to crisis response leads to the same result. The call is a referral for services. Whether the DMHP/DCR comes to the field or meets at a medical facility, the patient will be enrolled in services and then managed by the case manager(s). Any evaluations are documented and outcomes tracked through case management. Compliance reporting will ensure full communication between groups.

Services:

Under our existing methods, the initial contact is a law enforcement officer responding to a call for service that has come in through Rivercom. With the radio monitoring underway by DCR staff, as noted above they routinely co-respond to calls for service. This monitoring has increased the collaborative nature of our work and reduced average response times in the core area of Chelan and Douglas Counties to well under ten minutes for the entirety of the prior grant period.

Once in contact and crisis response feels the patient is in need of services, avenues are explored. These include simple referrals for future contact, transport to the Catholic Charities offices for immediate enrollment and further work, transport to the emergency department if detention seems likely, arrest where required or appropriate, or simply walking away. Parkside is a key location for diversion. Central Washington Hospital also has a semi-secure, six-bed facility that can be utilized via crisis response staff, though it is primarily for those patients with stable medical and co-existing mental health conditions.

High utilizers pose specific demands. Our entire crisis response model was originally based on reducing the contacts from high volume contacts and has been successful in this regard. If anything, more resources are applied to attempt to limit their contacts with emergency services. In this case, the outreach staff for housing, substance abuse, and mental health are all critical to reducing these contacts.

"We Promote a Safe Community and Quality of Life Through Protection and Service"

Finally, individual care plans are currently utilized by Catholic Charities and will continue to be used. Our ongoing shift change and other meetings will continue to be a fundamental part of keeping everyone in the loop about the concerns of the day.

Conclusion:

Our area has a relatively effective Mental Health Field Response Team in place. The additional hours of coverage provided by the 2018 MHFRT grant were critical to increased effectiveness. During the prior grant period, 311 direct patient contacts for 295 contact hours were made during grant-covered shifts. Catholic Charities is committed to continuing the extended hours but cannot fully fund this program. As you will see on our budget worksheet, they are offering to cover significant costs and limit the grant funding coverage to basic pay and equipment in order to continue this service to the Chelan and Douglas County regions.

Please contact me with any questions at (509) 679-0960 or via e-mail at ereinfeld@wenatcheewa.gov.



Captain Edgar Reinfeld
Administrative Bureau Commander



Wenatchee Police Department

140 S. Mission • PO Box 519 • Wenatchee, WA • 98807 – 0519
Business: 509 888-4200 • FAX: 509 888-4219 • www.wenatcheewa.gov

To: WASPC MHFRT Grant Program Panel

From: Captain Edgar Reinfeld

RE: Grant Implementation Timeline

18 July 2019

The following outlines the expected timeline for operations under a renewed Mental Health Field Response Team grant. The implementation of Open Lattice is contingent upon successful setup that did not occur in the prior grant period. Operations of the concept put in place in the 2018-2019 grant cycle are continuing fully funded by Catholic Charities pending an award under this grant cycle.

July 1, 2019

1. Catholic Charities assumed full costs for extended hours of operation pending renewal of grant funds. Tuesday through Friday evening coverage continues in addition to the Saturday coverage.

August 10, 2019

1. Grant reporting for July will be submitted to WASPC as a continuation of process from the prior grant award.

September 1, 2019

1. Grant Award Date. If awarded, the following will occur:
 - a. Ongoing stipend shift coverage will continue
 - b. Resumption of Open Lattice integration efforts
 - c. Measurements for ballistic/stab vests for DCR staff followed by ordering
 - d. Radio network integration conversations will start to put DCR staff on WPD frequency

September 10, 2019 (and all following months on the 10th through July 2020)

1. Grant reporting for August will be submitted to WASPC as a continuation of process from the prior grant award. If awarded, this will be part of the ongoing process.

November 1, 2019

1. Expected full roll-out of Open Lattice to Wenatchee Police Department. Once successful, model will be rolled to remaining participating agencies.

December 1, 2019

1. Expected delivery of ballistic/stab vests to DCR staff.
2. Expected roll-out to remaining local agencies for Open Lattice.
3. Final agreements for Circumstance table coding for local agencies to code mental health calls in RMS.

January 1, 2020

1. Circumstance code implementation for RMS for all participating agencies.
2. Open Lattice report evaluation by all participating agencies.

April 1, 2020

1. Open Lattice report evaluation for first quarter by all participating agencies.
2. Multi-agency evaluation of ongoing funding options to support continues extended coverage operations.

July 1, 2020

1. Completion of grant period with final reporting to WASPC.
2. Open Lattice report evaluation for second quarter and first half by all participating agencies.
3. Determination of retention of Open Lattice.

Please contact me with any questions at (509) 679-0960 or via e-mail at ereinfeld@wenatcheewa.gov.



Captain Edgar Reinfeld
Administrative Bureau Commander



Budget Worksheet

Budget Worksheet

Purpose: The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including narrative) must be provided. Any category of expense not applicable to your budget may be left blank. Indicate any match amount in the narrative sections, if applicable.

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as the percentages of time, an example is 25.50% should be shown as 25.50)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
Example: James Wright	Officer	75,000.00	Year	66.67	2	100,005.00
DCR Stipend Shifts for Jul 1 19 - Jun 30 20	DCR Staff	267.00	Shift	100.00	252	67,284.00
						-
						-
				TOTAL Personnel		67,284.00

Personnel Narrative

DCR Staff employed by Catholic Charities work "Stipend Shifts" providing coverage Tuesday-Friday 1500-2200 and Saturday with varying 8 hours of coverage. Stipend shifts are worked in lieu of a new hire due to recruiting and hiring difficulties. Cost is roughly 55% of a new, full time DCR employee and requires no training or additional equipment. Quoted at (21) shifts per month for twelve months. As part of matching funds, Catholic Charities will directly cover (42) shifts over the course of the grant period for a total of \$11,214.00.

B. Fringe Benefits - Fringe benefits should be based on actual known costs. List the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765)

Description	Computation		Cost
	Base	Rate	
Example: James Wright, Officer Fringe Benefits	100,005.00	0.2992	29,921.50
Benefits (medical, retirement, etc.)	67,284.00	0.15	10,092.60
Payroll taxes	67,284.00	0.08	5,382.72
TOTAL Fringe Benefits			15,475.32

Fringe Benefits Narrative

Example: Our fringe benefit rate is 29.92% and includes the following items; FICA 7.65%, Worker's Compensation 0.55%, Unemployment Compensation 0.54%, Health Insurance 12.18% and Retirement 9%

Catholic Charities absorbed all of these costs at 100% over the last grant period and will do so again as a way of matching funds. The total cost of fringe benefits here is 23%.

C. Travel - Itemize travel expense of staff and personnel by purpose (e.g., staff to training, advisory group meeting, field interviews, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Note: Travel expenses for consultants should be included in the "Contractual/Consultant" category.

Purpose of Travel	Location	Computation							Cost	
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost		
Example: WASPC Conference	Spokane, WA	Lodging	132.00	Night	5	5	1	3,300.00		
		Meals	59.00	Day	5	5	1	1,475.00		
		Mileage	0.54	Mile	120		5	321.00		
		Transportation:								
		<i>Airfare</i>	500.00	Round trip		5	1	2,500.00		
		Local Travel	50.00			5	4	1,000.00		
		Other								
		<i>Baggage Fee</i>	50.00		1	5	1	250.00		
		Subtotal						8,846.00		8,846.00

Purpose of Travel	Location	Computation						Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost
		Lodging						-
		Meals						-
		Mileage						-
		Transportation:						
								-
		Local Travel						-
		Other						
								-
		Subtotal						-
								-
Purpose of Travel	Location	Computation						Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost
		Lodging						-
		Meals						-
		Mileage						-
		Transportation:						
								-
		Local Travel						-
		Other						
								-
		Subtotal						-
								-

Purpose of Travel	Location	Computation						Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	
		Lodging						-
		Meals						-
		Mileage						-
		Transportation:						-
								-
		Local Travel						-
		Other						-
								-
		Subtotal						-
TOTAL Travel								-

Travel Narrative

There are no proposed travel costs.

D. Equipment - List non-expendable items that are purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used.

Item	Computation		Cost
	Quantity	Cost	
Dell laptop computer	1	2,546.00	2,546.00
Prism MT Ballistic Armor, Level II, Spike II with Carrier and "DCR" labels	4	1,128.34	4,513.36
			-
			-
TOTAL Equipment			4,513.36

Equipment Narrative

Ballistic vests for DCR field response staff to improve responder safety in field work. This vest is in use by Confluence Health Security and appears to be a quality stab, cut, and bullet resistant vest. Each to be ordered after measurement for (4) DCRs involved in field work.

E. Supplies - List items by type (office supplies, postage, training materials, copy paper, and expendable equipment costs costing less than \$5,000, such as books, hand held recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the project.

Supply Item	Computation		Cost
	Quantity/ Duration	Cost	
General Office Supplies	12	500.00	6,000.00
			-
			-
			-
TOTAL Supplies			-

Supplies Narrative

F. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8 hour day), and estimated time on the project. Consultant fees in excess of \$450 per day or \$56.25 per hour require additional justification and prior approval from WASPC.

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
Example: Dr. Jones	Training - how to drill a hole	425.00	8 hour day	2	850.00
					-
					-
					-
Subtotal Consultants					-

Consultant Fee Narrative

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:						-	
		Local Travel						-	
		Other						-	
		Subtotal							-
Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:						-	
		Local Travel						-	
		Other						-	
		Subtotal							-

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:						-	
								-	
		Local Travel						-	
		Other						-	
								-	
		Subtotal						-	-
Subtotal Consultant Expenses									-
TOTAL Consultants									-

Consultant Expenses Narrative

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole-source contracts in excess of \$100,000

Item	Cost
Example: Research Partner	25,000.00
TOTAL Contracts	-

Contracts Narrative

G. Other Costs - List items (e.g. rent, reproduction, telephone, janitorial, or security services) by major type and the basis of computation. For example, provide the square footage of the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc.

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
Example: Postage - Community Flyer	1,000	Quarterly	0.50	4	2,000.00
CareLogic Software	1	Annual	4037	1	4,037.00
					-
					-
TOTAL Other Costs					4,037.00

Other Costs Narrative

Software utilized by DCR and associated Case Manager staff. This cost will be covered by Catholic Charities as part of their matching funds.

Budget Summary - When you have completed the budget worksheet, the totals for each category will appear in the spaces below. Verify the category and total dollars requested.

Budget Category	Amount Requested
A. Personnel	67,284.00
B. Fringe Benefits	15,475.32
C. Travel	-
D. Equipment	4,513.36
E. Supplies	-
F. Consultants/Contracts	-
G. Other	4,037.00
TOTAL PROJECT COSTS	91,309.68
Local Match (if applicable)	30,726.32
TOTAL GRANT REQUEST	60,583.36

Local Match - Describe any local match provided. List source and how the funds will be used to achieve project goals.

As noted above, Catholic Charities will cover all fringe benefits and software at full rate, totalling \$19, 512.32 and also cover (42) stipend shifts directly for \$11, 214.00 for the total of \$30,726.32. Catholic Charities also noted the allowed administrative costs under a federal grant would equate to \$9,420.00 making the total impact of their matching contribution equal to \$40,146.32. All of the matching funds directly impact services provided to patients for payroll, benefits, and case management.

**WASHINGTON ASSOCIATION OF SHERIFFS &
POLICE CHIEFS CONTRACT SPECIFIC TERMS
AND CONDITIONS
MENTAL HEALTH FIELD RESPONSE TEAMS PROGRAM**

This AGREEMENT is entered into by and between the WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS (hereinafter referred to as WASPC); and the WENATCHEE POLICE DEPARTMENT (hereinafter referred to as the CONTRACTOR).

NOW, THEREFORE, in consideration of the covenants, performances, and promises contained herein, the parties hereto agree as follows:

FUNDING SOURCE

Funding for this CONTRACT is provided to WASPC by the Washington State Legislature, through the Washington State Criminal Justice Training Commission, through the 2019 State Supplemental Operating Budget (funding period of July 1, 2019 through June 30, 2020).

SCOPE OF SERVICES

The CONTRACTOR shall use the state funds awarded hereunder solely for salary and benefits, costs and contracted services, goods and services, and travel and other essential costs to support the further defined by the STATEMENT OF WORK.

SCOPE OF WORK

The CONTRACTOR shall seek to implement the activities and to achieve the goals and objectives of the Mental Health Field Response Teams Program, as set forth in the STATEMENT OF WORK.

SCOPE OF WORK REVISIONS

The CONTRACTOR shall submit to WASPC a written request to effect any significant change to the SCOPE OF WORK as expressed in the STATEMENT OF WORK. Such requests shall be accompanied by a revised STATEMENT OF WORK or other supporting documents, and shall be accepted by WASPC before the activities supporting the revised SCOPE OF WORK qualify as part of the SCOPE OF SERVICES.

BUDGET REVISIONS

The CONTRACTOR shall submit to WASPC a written request to effect any change(s) in the project budget which reflect a cumulative transfer of greater than ten (10) percent in the aggregate among budget line items as indicated on the Budget Worksheet Sheet.

WASPC may approve or deny the request at its sole discretion.

PERFORMANCE STANDARDS

The CONTRACTOR shall perform the services as defined in the STATEMENT OF WORK incorporated herein; in accordance with the budget and estimated expenditure plan, as stated on the CONTRACT Face Sheet and in accordance with the Mental Health Field Response Teams Program, as well as other policies and procedures issued by WASPC.

PERIOD OF OBLIGATION

The CONTRACT period during which financial assistance may be provided is indicated on Line 5 of the CONTRACT Face Sheet. The effective date of this CONTRACT shall be the date the last party signs this CONTRACT.

ALLOWABLE COSTS

Allowable costs shall include costs incurred by the CONTRACTOR from the first date of the CONTRACT period, until the CONTRACT is terminated or expires as provided herein, but in no event shall allowable costs exceed the maximum stated amount of the CONTRACT as provided on Line 8 of the CONTRACT Face Sheet. Costs allowable under this CONTRACT are based on a budget approved by WASPC.

WASPC shall pay to the CONTRACTOR all allowable costs incurred from the first date of the CONTRACT period until this CONTRACT is terminated or expires evidenced by proper expenditure reconciliation report, submitted to WASPC on a timely basis, insofar as those allowable costs do not exceed the amount appropriated or otherwise available for such purposes as stated on the CONTRACT Face Sheet.

NON-SUPPLANTING

The CONTRACTOR shall not use the state funds specified by this CONTRACT to supplant local, federal, or other state funds. The CONTRACTOR shall not use these state funds to replace funding which would otherwise be made available to the CONTRACTOR had the state funds provided by this CONTRACT not been provided.

GRANT ADMINISTRATION

The WASPC Grant Administrator shall be responsible for monitoring the performance of this CONTRACT, including approval and acceptance of reports provided by the CONTRACTOR. The WASPC Grant Administrator shall provide and facilitate assistance and guidance to the CONTRACTOR as necessary.

PROGRAM ADMINISTRATION

The CONTRACTOR shall notify WASPC of the local program administrator who shall be responsible for the performance of this CONTRACT. The CONTRACTOR shall provide WASPC with the program administrator's name, address, telephone number(s), and any subsequent changes.

DATA COLLECTION

The CONTRACTOR shall utilize the data collection tool provided by WASPC, hereinafter referred to as the WASPC Data Collection Tool, which is the OpenLattice Application. The CONTRACTOR must provide sufficient resources to establish the administrative permissions necessary for the WASPC Data Collection Tool to be fully operational at the time field response begins at the agency. The CONTRACTOR shall execute the OpenLattice App Use Agreement, which will be separately executed between WASPC, the CONTRACTOR and OpenLattice.

REPORTING REQUIREMENTS

The CONTRACTOR shall submit required reports by the date using required forms according to procedures issued by WASPC.

REPORT DUE DATES

1. Monthly Progress Report. The 10th of the month following the previous month in which funded activities were performed.
2. Semi-annual Assessment Report. The 10th of the month following the six month period in which funded activities were performed.

The CONTRACTOR shall be obligated to submit required reports after the close of the CONTRACT period, during the transfer of obligations to another CONTRACT, or upon termination of the CONTRACT for any reason.

PAYMENT PROVISIONS

WASPC shall award state funds to the CONTRACTOR in the amount provided on Line 8 of the CONTRACT Face Sheet. Upon receipt of a fully executed Agreement, WASPC will allow reimbursement of allowable expenditures made by the CONTRACTOR. The CONTRACTOR is required to complete and submit to WASPC an A19-1A Form along with documentation for the expenditures.

The CONTRACTOR is required to complete and submit to WASPC quarterly reconciliation statements to account for the expenditure of the state funds.

EVALUATION AND MONITORING

The CONTRACTOR shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WASPC that are pertinent to this CONTRACT. WASPC, the State Auditor, or any of their representatives shall have full access to and the right to examine during normal business hours and as often as WASPC, or the State Auditor may deem necessary, all of the CONTRACTOR'S records with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all CONTRACTS, invoices, materials, payroll, and records of matters covered by this CONTRACT. Such rights extend for three years from the date final reconciliation is made hereunder.

ACKNOWLEDGEMENT OF STATE FUNDS

The CONTRACTOR and its SUBCONTRACTORS shall comply with the special conditions listed below:

1. Applicability of Part 200 Uniform Requirements The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this award.
2. The CONTRACTOR understands and agrees that WASPC may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of awards.
3. CONTRACTOR understands and agrees that is cannot use any state funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express written approval of WASPC.
4. The CONTRACTOR agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of state funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events.
5. The CONTRACTOR agrees that if it currently has an open award of state funds or if it receives an award of state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing, the WASPC grant administrator for this award, and, if so requested by WASPC, seek a budget modification or change of project scope to

eliminate any inappropriate duplication of funding.

6. The CONTRACTOR understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

7. The CONTRACTOR understands and agrees that, (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

8. The CONTRACTOR must collect, maintain, and provide to WASPC, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by WASPC. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

9. The CONTRACTOR agrees to cooperate with any assessments, state evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

10. The CONTRACTOR agrees to comply with WASPC grant monitoring guidelines, protocols, and procedures, and to cooperate with WASPC on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to WASPC all documentation necessary to complete monitoring tasks. Further, the recipient agrees to abide by reasonable deadlines set by WASPC for providing the requested documents. Failure to cooperate with WASPC's grant monitoring activities may result in sanctions affecting the recipient's awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the State Auditor for audit review; or termination of an award(s).

11. The CONTRACTOR acknowledges that sub-awards are not authorized.

12. The CONTRACTOR agrees to submit to WASPC for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date.

13. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

14. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

15. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 37899 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

16. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day.

17. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with 2 C.F.R. Part 200 and State and local law.

ENTIRE AGREEMENT

This CONTRACT contains the entire agreement of the parties and may not be modified or amended except as provided herein. The CONTRACTOR shall perform in accordance with the specific and general terms and conditions of this CONTRACT. No other understanding, oral or written, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any of the parties hereto. The CONTRACTOR shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and state governments. This CONTRACT consists of the following documents:

1. MHFRT 2019-001 CONTRACT Face Sheet
2. Project Narrative, Project Timeline and Budget Worksheet (STATEMENT OF WORK)
3. Contract Specific Terms and Conditions

4. Contract General Terms and Conditions

ORDER OF PRECEDENCE

In the event of any inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal statutes and regulations
2. Applicable state statutes and regulations
3. MHFRT 2019-001 CONTRACT Face Sheet
4. CONTRACT Specific Terms and Conditions
5. CONTRACT General Terms and Conditions

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PERMITTED AGENCIES (RIDEALONG APP USE AGREEMENT)

This RideAlong App Use Agreement (“**Agreement**”) is entered into and effective when all parties have signed it (“**Effective Date**”) by and between OpenLattice, Inc. (“**OpenLattice**”), the Washington Association of Sheriffs and Police Chiefs (“**WASPC**”) and (*) (“**Agency**”) concerning Agency’s access to OpenLattice’s proprietary mobile responsive web-based application that allows law enforcement agencies to log data about encounters involving residents experiencing mental illness, chemical dependencies, and homelessness; and view data about the encounters that OpenLattice provides to Agency and the services related thereto, as specified in the Statement of Work attached as Exhibit B to the RideAlong Services Agreement, dated July 11, 2018, by and between RideAlong Labs Inc., a business entity acquired by OpenLattice on April 1, 2019, and WASPC (the “**RideAlong Services Agreement**”) (the “**Service**”).

- 1.1 Restrictions on Use.** Agency may access and use the Service only in accordance with this Agreement, and solely for the purpose of Agency’s ability to collect and data about calls involving residents experiencing mental illness, chemical dependencies, and homelessness; and view data about the encounters. Any resale or service bureau business or similar activities with respect to the Service (or portion thereof) or other OpenLattice data or information obtained through the Service are prohibited. Agency will not, and will not permit or assist any third party to, (a) alter, adapt, modify, translate, create derivative works of, (b) decompile, disassemble or otherwise reverse engineer or attempt to derive the source code of, or any technical data, know-how, trade secrets, processes, techniques, specifications, protocols, methods, algorithms, interfaces, ideas, solutions, structures or other information embedded or used in, (c) rent, lend, loan, lease, sell, distribute, or sublicense, (d) remove, alter, or obscure any proprietary or restrictive notices affixed to or contained in, or (e) circumvent or attempt to circumvent any technological protective measure contained in or supported by, the Service and any software, technology, systems, and other subject matter used or provided by OpenLattice in connection with the Service. Agency shall not: (a) post, transmit or otherwise make available through or in connection with the Service any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment; (b) use the Service for any purpose or in any manner that violates applicable laws and regulations, is fraudulent, or violates the rights of others; (c) interfere with or disrupt the operation of the Service or the servers, systems, or networks used to make the Service available, including by hacking or defacing any portion of the Service; (d) restrict or inhibit any other person from using the Service; (e) frame or mirror any portion of the Service, or otherwise incorporate any portion of the Service into any product or service; or (h) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or otherwise gather Service content, or reproduce or circumvent the navigational structure or presentation of the Service.
- 1.2 Materials.** To the extent applicable, OpenLattice hereby grants to Agency a limited, non-exclusive, personal, non-transferable, and non-sublicensable right, during the term of the Agreement, to access and use any Materials as and in the form provided by OpenLattice solely as necessary to access and use the Service in accordance with this Agreement. “**Materials**” means certain software, documentation, and other materials relating to the Service or connected with the performance of the Service that OpenLattice directly or indirectly through the WASPC may provide to Agency.
- 1.3 Errors.** If Agency discovers an error or malfunction with respect to the Service, Agency shall promptly notify OpenLattice thereof. The parties will cooperate to mitigate the impact of such error or malfunction. OpenLattice may suspend use of the Service to address any such error or malfunction and Agency shall implement any corrective measures as OpenLattice instructs and not use functions known to malfunction or be erroneous.
- 1.4 Ownership.** As between OpenLattice and Agency, OpenLattice owns and will retains all right, title and interest in and to the Service, Materials, and any of its software, technology, systems other subject matter used or provided by OpenLattice in connection with the Service and any and all intellectual property rights relating thereto. No rights of any kind shall be implied pursuant to this Agreement.
- 1.5 Agency Obligations.** Agency is responsible for protecting all access controls and security credentials (“**User Credentials**”) issued by Agency or OpenLattice and used to access and use the Service from disclosure to or discovery by third parties and any unauthorized use by third parties, and in no event shall OpenLattice be responsible or liable for) any use, including any misuse, abuse, or unauthorized use, of any User Credentials.

- 1.6 Reporting and Tracking.** During the term of the Agreement, OpenLattice will automatically track, through the Service, the following information: (a) client-side analytics; (b) application performance; (c) specific information regarding errors and bugs; (d) logs; and (e) impact metrics. Agency may opt-out of such automatic tracking by providing OpenLattice with written notice within fourteen (14) days of the Effective Date, in which event Agency agrees to provide OpenLattice with written reports every week, which reports will disclose the information specified in this section.
- 1.7 Data Input and Output.** Agency is responsible for ensuring that all data and other information entered by or on behalf of Agency or otherwise provided to OpenLattice or obtained from Agency or its equipment or facilities (whether directly, or through OpenLattice's systems) in connection with the Service ("**Agency Data**") is complete and accurate. Agency Data may include non-public data and information relating to identified or identifiable individuals ("**Identifiable Data**"). The Service and all information, analyses, and other output provided by OpenLattice are based on the Agency Data as received by OpenLattice, and OpenLattice is not responsible for any error, omission, or inaccuracy of or based on or resulting from Agency Data. Agency hereby grants to OpenLattice, (a) a non-exclusive right to access, reproduce, process, distribute, disclose and otherwise use the Agency Data in connection with the provision of the Service to Agency and WASPC, and (b) a non-exclusive and perpetual right to reproduce, process, distribute, disclose, publish, analyze and otherwise use Agency Data in an anonymized form, including any data or other information generated through the processing of Agency Data in connection with the Agency's use of the Service and Materials ("**Data Output**"), as long as Agency is not identified as the source of such data. As between the parties, Agency exclusively owns all right, title, and interest in and to the Agency Data and Data Output. Notwithstanding anything in this Agreement to the contrary, OpenLattice exclusively owns all right, title, and interest in and to any new features, conclusions, derivative works, and any other proprietary findings developed by OpenLattice through its use of the Agency Data and Output Data, including any intellectual property rights therein. The authorizations granted to OpenLattice under this Agreement, including under this Section 1.7, will extend to service providers and other contractors exercising such rights and licenses on OpenLattice's behalf, and OpenLattice may share Agency Data, including Identifiable Data with such third parties who provide services on OpenLattice's behalf. Otherwise, except as provided herein, OpenLattice may disclose Identifiable Data only as OpenLattice believes to be necessary or appropriate: (a) to comply with applicable legal requirements, including legal process and law enforcement requests; (b) to protect OpenLattice's rights, property, and operations, including to enforce OpenLattice's agreements, policies, and terms and conditions, and to protect the rights, property, and operations of OpenLattice's affiliates, business partners, customers, or others; (c) to protect the personal safety of any individual; and/or (d) in the event of a sale or transfer of all or a part of OpenLattice's business, assets, or stock. Each party will maintain, throughout the term of the Agreement, appropriate administrative, technical, and physical safeguards designed to ensure the security and confidentiality of Identifiable Data, to protect and safeguard against anticipated threats or hazards to the integrity of, and the unauthorized or accidental destruction, loss, alteration, access, or use of, Identifiable Data in the possession or control of such party. Each party shall notify the other parties in the event of any unauthorized or accidental destruction, loss, alteration, access, or use of, Identifiable Data in the possession or control of such party.
- 1.8 Agency Data Production.** In the event (i) any law, regulation, or order by a court or administrative agency of competent jurisdiction requires or compels OpenLattice to produce, disclose, release or otherwise transfer ("**Production**") any Agency Data, regardless of the purposes of such Production (including, but not limited to, a request or order for Production of Agency Data for discovery purposes), or (ii) a request is made by Agency or a third party for the Production of Agency Data as a result of (or in anticipation of) any requirement imposed by law or regulation, or any order by a court or administrative agency of competent jurisdiction, regardless of the purposes of such Production ((i) and (ii) collectively, a "**Agency Data Production Request**"); Agency is responsible for making all decisions with respect to such Agency Data Production Request, including, but not limited to, decisions regarding the scope, manner and time of Production of Agency Data.
- 1.9 Term and Termination.** This Agreement will commence on the Effective Date and, unless earlier terminated pursuant to the terms hereof, will continue until the termination or expiration of the OpenLattice Services Agreement. Each party may terminate this Agreement at any time upon thirty (30) days written notice to the other parties in the event of a material breach by another party (the "**Breaching Party**") of this Agreement, provided that such termination shall not be effective if such breach is cured by such Breaching Party within such thirty (30) day period, provided further, that if the Breaching Party's failure to cure is caused by a non-breaching party, the non-breaching parties may not terminate this Agreement. Notwithstanding the foregoing, if Agency is

in material breach of this Agreement, OpenLattice shall have the right, in addition to all other rights and remedies it may have, to suspend performance of its obligations under the Agreement and/or to prevent Agency's access to the Service (including deactivating User Credentials). OpenLattice may terminate this Agreement, or modify, limit, or suspend the Service, if it determines, in its reasonable business judgment, that the continued provision of the Service to Agency poses security risks, a risk of infringement or other violation of any rights of third parties, or a risk of violating any applicable laws or regulations, if Agency becomes insolvent, subject to any bankruptcy or similar proceedings, or commences the dissolution or winding up of its business, or upon modification or termination of any agreements with licensors or service providers upon which OpenLattice relies to provide the Service. In the event of any expiration or termination of this Agreement, all provisions that are intended to survive will survive.

- 1.10 Indemnification.** Agency will defend, indemnify and hold harmless OpenLattice and WASPC from and against any loss, damage, claims, settlement, cost, expense and any other liability (including reasonable attorneys' fees and costs) ("**Losses**") relating to or arising out of (i) Agency's access or use of the Service or Materials, or (ii) any Agency Data Production Request. OpenLattice and WASPC, as applicable, will (a) provide prompt written notice to Agency of any claim for which indemnification is required; (b) give Agency sole control of the defense and/or settlement of the claim; and (c) provide Agency full cooperation and assistance with respect to the defense and settlement, provided that Agency shall not enter into any settlement or other compromise that materially adversely affects OpenLattice or WASPC, as applicable, without OpenLattice's or WASPC's, as applicable, written approval, which shall not be unreasonably withheld, delayed, or conditioned.
- 1.11 Disclaimer of Warranties.** THE SERVICE AND MATERIALS ARE PROVIDED "AS IS" WITH NO WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, RIDEALONG DISCLAIMS ALL REPRESENTATIONS AND OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE AND NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, RIDEALONG DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR SECURE, OR THAT ALL ERRORS, FAILURES OR DEFECTS WILL BE CORRECTED.
- 1.12 Limitation of Liability.** TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, (A) RIDEALONG AND WASPC WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF OR INACCESSIBLE DATA OR INFORMATION, LOST PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF; AND (B) RIDEALONG'S AND WASPC'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED \$3,000.00 IN THE AGGREGATE, IN EACH OF THE FOREGOING CASES (A) AND (B), REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER RIDEALONG OR WASPC HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 1.13 Disclaimer of Damages.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, RIDEALONG AND WASPC DISCLAIM ALL LIABILITY RELATED TO OR ARISING OUT OF AGENCY'S USE OR MISUSE OF THE SERVICE OR MATERIALS OR FAILURE TO REPORT ANY ERRORS OR BUGS IN THE SERVICE OR MATERIALS TO RIDEALONG OR WASPC, INCLUDING, BUT NOT LIMITED TO, ANY DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF OR RELATED THERETO.
- 1.14 Miscellaneous.** By submitting any comments, feedback, or ideas about the Service to OpenLattice ("**Feedback**"), Agency agrees that Agency's disclosure is gratuitous, unsolicited and without restriction and will not place OpenLattice or WASPC under any fiduciary or other obligation, and that OpenLattice is free to use the

Feedback without any additional compensation to Agency. Agency may not assign this Agreement or any of its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of OpenLattice. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Washington without giving effect to any choice of law rule. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersede any and all related prior agreements, representations and negotiations, whether oral or written. This Agreement cannot be modified or amended except in a writing signed by both parties.

- 1.15 Publicity.** Agency authorizes OpenLattice to identify Agency as a customer of the Service in OpenLattice's customer lists, and its marketing, promotional, and similar materials, including by placing Agency's name and logo on OpenLattice's website. Agency also authorizes OpenLattice to describe Agency's use of OpenLattice's products, software, and services, how it benefits Agency, for example in the form of case studies published on OpenLattice's website or in other materials, and that Agency is an early adopter of the Service. Upon request by OpenLattice, Agency agrees to (i) use best efforts to speak with third parties regarding Agency's experience using the Service and working with OpenLattice, and (ii) provide quotes and other user feedback about the Service for OpenLattice's public use, including on OpenLattice's website. Furthermore, OpenLattice and Agency will mutually agree on and implement a communications and marketing strategy to highlight and co-promote outcomes in connection with Agency's use of the Service, which strategy will include, but not be limited to, targeted media interviews; blogs, and if applicable, presentations at relevant conferences and events.

[Signatures on Following Page]

OPENLATTICE

City of Wenatchee

By: _____

By: _____

Name: _____

Name: Frank Kuntz

Title: _____

Title: Mayor

Date: _____

Date: _____

Address for Formal Notice:

Address for Formal Notice:

OpenLattice, Inc.

City of Wenatchee

21 Ludina Way

PO Box 519

Redwood City, CA 94061

Wenatchee, WA 98807-0519

Attn: Matthew Tamayo-Rios, CEO

Attn: Mayor's Office

**WASHINGTON ASSOCIATION OF SHERIFFS
AND POLICE CHIEFS**

By: _____

Name: Steve Strachan

Title: Executive Director

Date: _____

Address for Formal Notice:

Washington Association of Sheriffs & Police Chiefs

3060 Willamette Drive, NE, Suite 200

Lacey, WA 98516

COUNCIL AGENDA REPORT
City of Wenatchee



TO: Frank Kuntz, Mayor
City Council

FROM: Matt Shales, Development Project Manager

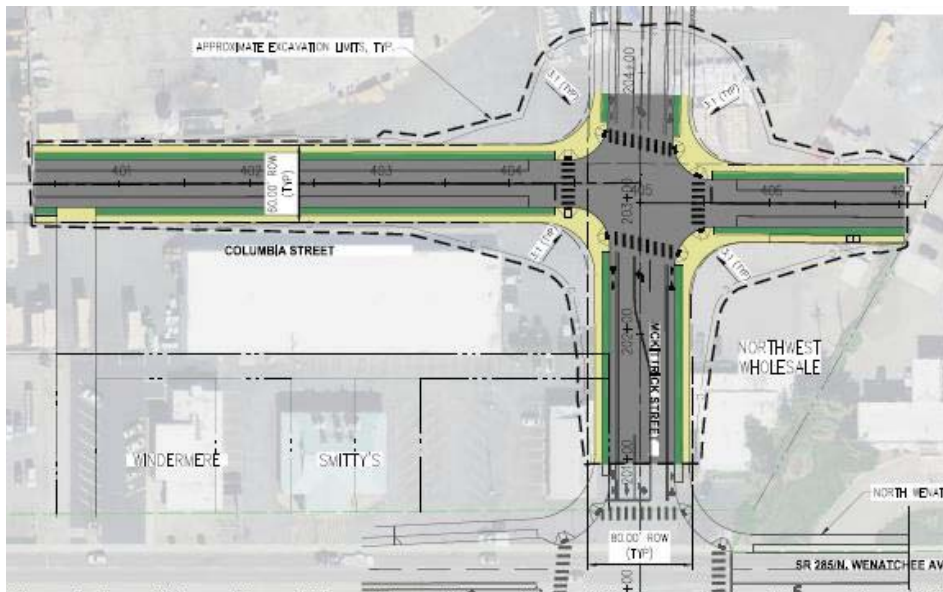
SUBJECT: Columbia Street - Engineering Services Selection, City Project #1712

DATE: September 9th, 2019

MEETING DATE: September 13th, 2019

I. OVERVIEW

The design of Columbia Street is one of the next steps in the North Wenatchee Redevelopment project. With surplus property being sold, such as the Les Schwab deal, other proposed sales and building demolition scheduled for this fall, city staff are proposing to begin design of Columbia Street. Design will consist of the portions of Columbia Street that lies within the boundary of the former NW Wholesale Property and will connect into the Mckittrick signal project. Construction scheduled for 2020.



A request for qualifications was issued July 30th 2019 and three proposals were received on August 20th. City staff has determined KPG to be most qualified to perform engineering services for this project based on qualifications and interview results. Other firms that proposed on the project included RH2 and Gray & Osborne.

The selection process was conducted in accordance with Chapter 31 of the Local Agency Guidelines manual.

II. ACTION REQUESTED

COUNCIL AGENDA REPORT
City of Wenatchee



Staff recommends the City Council authorize the Mayor to negotiate with KPG for engineering services for the design of Columbia Street, and further authorize the Mayor to sign a contract on behalf of the City.

III. FISCAL IMPACT

Budget for engineering services provided by project #1712, as adopted in the 2019 budget.

IV. PROPOSED PROJECT SCHEDULE

This project is scheduled for construction in 2020. Engineering will take place throughout the remainder of 2019 and early 2020.

V. REFERENCE(S):

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Allison Williams, Executive Services Director
Brad Posenjak, Finance Director