



**WENATCHEE CITY COUNCIL**  
**Thursday, January 23, 2020**  
Wenatchee City Hall Council Chambers  
301 Yakima Street, 2<sup>nd</sup> 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 #193624 through #193640 in the amount of \$495,373.09 for January 7, 2020

Claim checks #193641 through #193700 in the amount of \$453,539.63 for January 9, 2020

Claim checks #193701 through #193730 in the amount of \$191,972.12 for January 14, 2020

Payroll distribution in the amount of \$368,910.00 for January 17, 2020

- Motion to approve Resolution No. 2020-03, designating voting representatives on behalf of the City to various community boards, councils and organizations.
- Motion to accept the work performed by the contractor, Nationwide Mutual Insurance Company on behalf of Bianchi Construction, on City Project No. 1409 – Mission and Crawford Improvements, and further authorize the Mayor to sign the Final Contract Voucher.
- Motion to accept the work performed by the contractor, Nationwide Mutual Insurance Company on behalf of Bianchi Construction, on City Project No. 1611 – South Chelan Avenue Sidewalks Phase 2, and further authorize the Mayor to sign the Final Contract Voucher.

**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.**

- Wenatchee Valley Museum & Cultural Center

## 5. Action Items.

- A. Kenzie's Landing Project – Consultant Agreement  
Presented by Parks, Recreation & Cultural Services Director David Erickson  
*Motion for City Council to authorize the Mayor to negotiate and sign an agreement with Pacific Engineering for engineering and construction management for the Kenzie's Landing Project.*
  
- B. Lincoln Park Project – Consultant Agreement  
Presented by Parks, Recreation & Cultural Services Director David Erickson  
*Motion for City Council to authorize the Mayor to negotiate and sign an agreement with Pacific Engineering for engineering and construction management for the Lincoln Park Project.*
  
- C. Interlocal Agreement for Cell Phone Forensics  
Presented by Police Captain Brian Chance  
*Motion for City Council to authorize the Wenatchee Police Department to enter into an Interlocal Agreement for Cellular Phone Forensic Examinations.*
  
- D. Implementation of House Bill 1406 (Sales Tax Credit for Housing)  
Presented by Economic Development Director Steve King, Community Development Director Glen DeVries, and Finance Director Brad Posenjak  
*Motion for City Council to adopt Ordinance No. 2020-01, relating to local sales and use taxes; authorizing the maximum capacity of the tax authorized under the provisions of Substitute House Bill 1406 for affordable and supportive housing and rental assistance for collection beginning February 1, 2020; amending Chapter 1.20 of the Wenatchee Municipal Code to create a new fund; and adding a new Chapter 5.110 of the Wenatchee Municipal Code as more particularly described herein.*

## 6. Public Hearing Items.

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

- E. Public Hearing Re: Extension of an interim control for neighborhood centers, auditoriums, places of public assembly, and places of public worship in the residential zoning districts  
Presented by Community Development Staff

*Draft Motion 1: Motion for City Council to approve Ordinance No. 2020-05, renewing an interim control within the City of Wenatchee on the permitting of neighborhood centers, auditoriums, places of public assembly, and places of public worship in the RF, RS, RL, RM and RH zones.*

*Draft Motion 2: Motion for City Council to approve Ordinance No. 2020-05, renewing an interim control within the City of Wenatchee on the permitting of neighborhood centers, auditoriums and places of public assembly in the RF, RS, RL, RM and RH zones and excluding places of public worship from the standards of the interim control.*

**7. Reports.**

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

**8. Announcements.**

**9. Adjournment.**



**WENATCHEE CITY COUNCIL  
Thursday, January 9, 2020**

Wenatchee City Hall Council Chambers  
301 Yakima Street, 2<sup>nd</sup> Floor  
Wenatchee, WA 98801

**DRAFT**

**MINUTES**

**Present:** Mayor Frank Kuntz, Councilmember Position 1 Jose Cuevas, Councilmember Position 2 Jim Bailey, Councilmember Position 3 Ruth Esparza, Councilmember Position 4 Travis Hornby, Councilmember Position 5 Keith Huffaker, Councilmember At-Large "A" Linda Herald, Councilmember At-Large "B" Keith Huffaker

**Staff Present:** City Attorney Steve Smith; City Clerk Tammy Stanger; IS Support Jessi Saucedo; Public Information Officer Annagrisel Alvarez; Community Development Director Glen DeVries; Housing & Community Planner Brooklyn Holton; Parks, Recreation & Cultural Services Director David Erickson; Public Works Director Rob Jammerman; Development Project Manager Matt Shales; Economic Development Director Steve King; Finance Director Brad Posenjak; Police Chief Steve Crown

**4:30 p.m. Executive Session.** The Mayor called the meeting to order at 4:30 p.m. for the purpose of meeting in executive session.

Motion by Councilmember Keith Huffaker for City Council to convene in executive session to consider the acquisition of real estate when public knowledge regarding such consideration would cause a likelihood of increased price; and to discuss with legal counsel matters of potential litigation to which the city may become a party, when public knowledge regarding the discussion is likely to result in an adverse or financial consequence to the agency, with the City Attorney present and for a time not to exceed 40 minutes. Motion seconded by Councilmember Mark Kulaas. Motion carried (7-0).

Council adjourned from executive session at 5:05 p.m.

**5:15 p.m. Regular Meeting**

**1. Call to Order, Pledge of Allegiance, and Roll Call.** The Mayor called the regular meeting to order at 5:15 p.m. Councilmember Travis Hornby led the Pledge of Allegiance. All Councilmembers were present.

**2. Consent Items:**

Motion by Councilmember Keith Huffaker to approve agenda, vouchers, and minutes from previous meetings. Motion seconded by Councilmember Jim Bailey. Motion carried (7-0).

### 3. Citizen Requests/Comments.

Elsa Meinig, 1304 Horizon Place, Wenatchee, addressed the Council to request a moratorium on plastic bags in the city, and provided a folder of information to the City Clerk for reference.

### 4. Presentations.

- Wenatchee School Choice Week Proclamation. Councilmember Jim Bailey read the proclamation.
- Link Transit Vision 2020 Presentation. Link Transit General Manager Richard DeRock presented a power point presentation to the Council with an overview of the planned 2020 service improvements.

### 5. Action Items.

#### A. Homeless Grant Award: Power House Ministries Homeless Day Shelter

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

Motion by Councilmember Linda Herald for City Council to accept the Homeless Housing Task Force recommendations and authorize the Mayor to enter into a grant agreement with Power House Ministries for low-barrier homeless day shelter services. Councilmember Jim Bailey seconded the motion. Motion carried (7-0).

#### B. Isola Annexation

Housing & Community Planner Brooklyn Holton presented the staff report.

Motion by Councilmember Jim Bailey for City Council to adopt Ordinance No. 2020-02, providing for the annexation of an unincorporated area that includes five parcels located on the north side of Terminal Avenue between Methow Street to the west and extending towards Cross Street stopping at approximately midblock also known as the Isola Annexation. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

#### C. Tramp Annexation

Housing & Community Planner Brooklyn Holton presented the staff report.

Motion by Councilmember Travis Hornby for City Council to adopt Ordinance No. 2020-03, providing for the annexation of an unincorporated area located to the west of Skyline Drive in Millerdale Block A without street frontage and bordered to the south and west by urban growth area boundary also known as the Tramp Annexation. Councilmember Ruth Esparza seconded the motion. Motion carried (7-0).

D. Hale Park Phase Two Project - Consultant Agreement

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

Motion by Councilmember Ruth Esparza for City Council to authorize the Mayor to negotiate and sign an agreement with Pacific Engineering for engineering and construction management for the Hale Park Phase Two Project. Councilmember Mark Kulaas seconded the motion. Motion carried (7-0).

E. Cleveland Avenue Sanitary Sewer Repair – Project No. SW19-10

Public Works Director Rob Jammerman presented the staff report. Council asked questions.

Motion by Councilmember Keith Huffaker for City Council to approve the award of the contract for emergency repair of the Cleveland Avenue Sanitary Sewer, Project SW19-10 to KRCl in the amount of \$77,343.40, and further authorize the Mayor to sign the construction contract. Councilmember Mark Kulaas seconded the motion. Motion carried (7-0).

F. Surplus Property Sale – Steve and Carol Freeman

Development Project Manager Matt Shales presented the staff report. Council asked questions.

Motion by Councilmember Keith Huffaker for City Council to authorize the Mayor to sign a purchase and sale agreement with Steve and Carol Freeman, with a change extending the closing date to April 30, and further negotiate any final details of the agreement. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

G. Cultural Resources Special Project – Wenatchee Valley Museum

Economic Development Director Steve King presented the staff report.

Motion by Councilmember Jim Bailey for City Council to approve an agreement with the Wenatchee Valley Museum for cultural resources work with Randy Lewis. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

H. Mayor Pro Tem 2020

Council briefly discussed who would serve as Mayor Pro Tem for 2020. It was the consensus that Councilmember Jim Bailey would serve as Mayor Pro Tem for 2020.

Motion by Councilmember Mark Kulaas for City Council to appoint a Mayor Pro Tempore for 2020. Councilmember Jim Bailey seconded the motion. Motion carried (7-0).

**6. Public Hearing Items.** The Mayor explained the public hearing process and called the public hearing to order.

I. Charter Communications Franchise

Public Works Director Rob Jammerman presented the staff report. Council asked questions.

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

Motion by Councilmember Jose Cuevas for City Council to adopt Ordinance No. 2020-04, renewing the grant of a franchise to Spectrum Pacific West, LLC, locally known as Charter Communications, to operate and maintain a cable system in the City of Wenatchee, and approving the franchise agreement setting forth the conditions accompanying the grant of the franchise. Councilmember Keith Huffaker seconded the motion, Motion carried (7-0).

**7. Reports.**

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

1. He attended a regional water meeting. East Wenatchee Water District is looking to expand service.
2. He attended a low barrier shelter meeting with staff.
3. He met with the Chelan County Commissioners on Tuesday.
4. He spoke at Rotary on Wednesday.
5. He attended the Transportation Council meeting today.
6. He will be in Olympia next Tuesday (for the Housing Bill), and Wednesday (to meet with the Heritage Caucus).
7. He has been doing Allison's job and there is a potential replacement for that position.

b. Reports/New Business of Council Committees

Councilmember Travis Hornby reported that he attended the following meetings: Rivercom, Wenatchee Valley Transportation Council, and the Public Works/Economic Development Committee.

Councilmember Jim Bailey reported that Link currently has a Request for Proposal out for a consultant to review the current bus system which has been in place for 30 years.

Councilmember Keith Huffaker reported that the Chelan Douglas Health District Board was approached by Dr. Julie Rickard requesting implementation of a needle exchange program. He would like input from the Mayor and Council. He has information he will share with the Mayor and Council for their feedback. Councilmember Keith Huffaker also thanked staff for getting the Rotary Park restrooms open (although the restrooms were closed on New Year's Day)

Councilmember Mark Kulaas requested 10-15 minutes at the next work session for the Council to provide input on work session items.

Councilmember Keith Huffaker requested they also discuss at the work session the timing of Council packets.

Councilmember Linda Herald reported she will either be a late arrival or calling in for next week's work session. She will also be out the following week as she serves on the Education Committee for AWC and will be attending City Action Days.

**8. Announcements.** None.

**9. Adjournment.** With no further business the meeting adjourned at 6:35 p.m.

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Frank J. Kuntz, Mayor

Attest:

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Tammy L. Stanger, City Clerk





City of *Wenatchee*

## WENATCHEE CITY COUNCIL WORK SESSION

City Hall Council Chambers  
301 Yakima Street, 2<sup>nd</sup> Floor  
Wenatchee, WA 98801

**DRAFT**

### MINUTES

Thursday, January 16, 2020  
5:15 p.m.

Present:

Mayor Frank Kuntz  
Councilmember Jose Cuevas  
Councilmember Jim Bailey  
Councilmember Ruth Esparza  
Councilmember Travis Hornby  
Councilmember Mark Kulaas  
Councilmember Linda Herald (via phone)  
Councilmember Keith Huffaker

Staff Present:

City Clerk Tammy Stanger  
Environmental Manager Jessica Shaw  
Utilities Manager John Ricardi  
Economic Development Director Steve King  
Engineering Services Manager Jacob Huylar  
City Engineer Gary Owen  
Community Development Director Glen DeVries  
Finance Director Brad Posenjak  
Development Project Manager Matt Shales  
Public Works Director Rob Jammerman  
Police Chief Steve Crown

### ***DISCUSSION ITEMS:***

A. Chelan Douglas Trends Update

Dr. Patrick Jones, Executive Director of the Institute for Public Policy & Economic Analysis at Eastern Washington University provided an annual update to the Council of the current trends in the Chelan-Douglas County Metro Area through the Chelan-Douglas Trends website. He went over current trends, growth management forecast, and economic indicators for the region.

B. Canyon Drain Plan/Update

Environmental Manager Jessica Shaw and Utilities Manager John Ricardi updated the Council on the assessments and alternatives analysis done by NW Hydraulics for No. 1 Canyon and reviewed five options to help with reducing flooding in the city limits, which included (1) do nothing; (2) public maintenance and education; (3) conveyance improvements; (4) detention and conveyance; and (5) dedicated drain line. After Council questions and discussion it was the consensus for staff to take a deeper dive and provide more detailed numbers for maintenance costs for the various options. Option 5 was preferred, but if not grant funded then Option 3 would be the next best option.

C. WSU Tree Fruit Integrated Planning Grant Final Report

Economic Development Director Steve King provided a presentation to the Council updating them on the study for housing on the WSU Tree Fruit Center property. Staff left the process feeling like the plan is a viable option and satisfied overall with the work performed through the Integrated Planning Grant.

D. 2020 PW Capital Improvement Program Overview

Engineering Services Manager Jacob Huylar and City Engineer Gary Owen presented an overview of the 2020 Public Works Capital Improvement Program, which included project origination and implementation of the transportation improvement plan and utility comprehensive plan. Council asked for more involvement when determining what projects hold priority over others. The suggestion was for staff to send the Council an email and ask for input on certain elements of the programs.

E. Council Committee Assignments. The Mayor and Council went through the list of Council Committee Assignments for 2020.

F. The Council discussed timing of agendas and packets for review prior to meetings. They would like to have those available one week prior to a meeting on Thursdays.

With nothing further to discuss, the meeting adjourned at 7:32 p.m.

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Frank J. Kuntz, Mayor

Attest:

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Tammy L. Stanger, City Clerk

## **RESOLUTION NO. 2020-03**

**A RESOLUTION,** designating voting representatives on behalf of the City to various community boards, councils and organizations.

**WHEREAS,** elected officials and staff of the City of Wenatchee serve as voting members of various community boards, councils and organizations; and

**WHEREAS,** the City Council of the City of Wenatchee desires to formalize the appointments to the various community boards, councils and organizations on which they serve.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE,** that the mayor, council members and staff shall serve as the City's voting representative to the community boards, councils and organizations as set forth on Attachment "A" for the calendar year 2020.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** at a regular meeting thereof this 23<sup>rd</sup> day of January, 2020.

CITY OF WENATCHEE, a Municipal  
corporation

By: \_\_\_\_\_  
FRANK KUNTZ, Mayor

ATTEST:

By: \_\_\_\_\_  
TAMMY L. STANGER, City Clerk

APPROVED:

By: \_\_\_\_\_  
STEVE D. SMITH, City Attorney

Council Meetings	2 <sup>nd</sup> & 4 <sup>th</sup> Thursday 5:15 p.m.	X	X	X	X	X	X	X	X	X
Council Workshops	3 <sup>rd</sup> Thursday 5:15 p.m.	X	X	X	X	X	X	X	X	X
Council Finance Committee	2 <sup>nd</sup> and 4 <sup>th</sup> Thursday 3:00 p.m.	X	X	X			X	X		
Council Public Safety Committee	3 <sup>rd</sup> Thursday 3:30 p.m. / every other month	X	X	X					X	X
Council Public Works / Economic Development Committee	1 <sup>st</sup> and 3 <sup>rd</sup> Tuesday 8:15 a.m. @ City Hall	X	X		X	X	X			
City Director/Dept. Head Meeting	4 <sup>th</sup> Thursday 1:00 p.m.	X	<b>Always Invited</b>							
Mayor Pro-tem	<i>On call</i>				X					
Arts, Recreation & Parks Commission	3 <sup>rd</sup> Tuesday 4:00 p.m.	<b>None Required</b>								
AWC/Risk Management Board	Quarterly				X					
Chelan County Solid Waste Council	Feb. 7, May 1, Aug. 7, Nov. 6 @ 4pm Chelan Co. PW Conf. Room									X
Chelan Douglas Health District Board	3 <sup>rd</sup> Monday 4:00 p.m.					X	X (alt)			
Chelan-Douglas Transportation Council	2 <sup>nd</sup> Thursday 9:00 a.m.	X				X (alt)				
Code Enforcement Board	4 <sup>th</sup> Wednesday 5:30 p.m.	<b>None Required</b>								
Community Action Council	2 <sup>nd</sup> Wednesday 12:00 p.m.								X	X (alt)
Disability Board (LEOFF)	Varies/as needed			X				X		
Economic Development District	2 <sup>nd</sup> Wednesday 8:30 a.m. Chelan City Hall									
Firemen's Pension	As needed				X					



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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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**TO:** Frank Kuntz, Mayor  
City Council

**FROM:** Jacob Huylar, Engineering Services Manager 

**SUBJECT:** Mission and Crawford Improvements, City Project No. 1409  
Final Acceptance

**DATE:** January 16, 2020

**MEETING DATE:** January 23, 2020

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**I. OVERVIEW**

The Mission and Crawford Improvements project replaced approximately 1,100 linear feet of existing steel water main in Crawford Ave primarily between Wenatchee Ave and Mission St. The project also installed new sidewalk, curb ramps, pedestrian pushbuttons, and left-turn signals at the intersection of Mission St and Crawford Ave.

The project was awarded to Bianchi Construction in June of 2017 and construction began in August of that year. Work was suspended due to weather in October of 2017 with the intention of finishing the project in the spring of 2018. While Bianchi performed some minor work in 2018, they were unable to complete the project and became non-responsive to City requests. After discussions with the surety, Nationwide Mutual Insurance Company, the City assumed responsibility for completing the work in October of 2018. Through a combination of agency forces and a separate contract, work was completed in June of 2019; the cost to complete the remaining work was deducted from the outstanding money due to the contractor/surety.

**II. ACTION REQUESTED**

*Staff recommends that the City Council accept the work performed by the contractor, Nationwide Mutual Insurance Company on behalf of Bianchi Construction, on City Project No. 1409 – Mission and Crawford Improvements, and further authorize the Mayor to sign the Final Contract Voucher.*

**III. FISCAL IMPACT**

The table below shows the original budget as well as the anticipated final expenditure. The contract at the time of bid was significantly below the Engineer’s Estimate, and substantial savings were realized due to quantity revisions and work performed outside of the original contract.

<b>Mission and Crawford Improvements</b>	<b>Original Budget</b>	<b>Final Amount</b>
City Funding	\$981,000	\$803,494

**IV. REFERENCE(S)**

1. Final Contract Voucher

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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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**V. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Rob Jammerman, Public Works Director  
Gary Owen, City Engineer  
Natalie Thresher, Contracts Coordinator



City of Wenatchee  
Mission and Crawford Improvements

May 2017  
Contract Forms




City of Wenatchee  
Department of Public Works

Final Contract  
Voucher Certificate

Contractor Nationwide Mutual Insurance Company, as surety acting on behalf of Bianchi Construction			
Street Address 1100 Locust Street			
City Des Moines	State Iowa	Zip 50391	Date January 9, 2020
City Project Number 1409	Federal-Aid Project Number N/A	Highway Number N/A	
Job Title Mission and Crawford Improvements			
Date Work Physically Completed June 7, 2019 via separate contract		Final Amount \$670,239.79	

### Contractor's Certification

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

  
 Contractor Authorized Signature Required  
 William Downing - Attorney-in-Fact  
 Type Signature Name

Subscribed and sworn to before me this 16 day of January 2020  
 X Kim Wells Notary Public in and for the State of Iowa,

residing at Des Moines, Iowa  
**KIM WELLS**  
**NOTARIAL SEAL - IOWA**

**COMMISSION NUMBER 127395**  
**MY COMMISSION EXPIRES 01-26-2022**

City of Wenatchee

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

\_\_\_\_\_  
 Mayor/or Designee

\_\_\_\_\_  
 Date of Acceptance

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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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**TO:** Frank Kuntz, Mayor  
City Council

**FROM:** Jacob Huylar, Engineering Services Manager 

**SUBJECT:** South Chelan Avenue Sidewalks Phase 2, City Project No. 1611  
Final Acceptance

**DATE:** January 16, 2020

**MEETING DATE:** January 23, 2020

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**I. OVERVIEW**

Phase II of the South Chelan Avenue Sidewalks built curb, gutter, sidewalk, illumination, and stormwater infrastructure on Chelan Avenue between Ferry and Peachey Streets.

The project was awarded to Bianchi Construction in July of 2017 and construction began in September of that year. Work was suspended due to weather in the fall of 2017 with the intention of finishing the project in the spring of 2018. While Bianchi performed some work in 2018, they were unable to complete the project and became non-responsive to City requests. After discussions with the surety, Nationwide Mutual Insurance Company, the City assumed responsibility for completing the work in October of 2018. Through the use of agency forces, work was completed in April of 2019; the cost to complete the remaining work was deducted from the outstanding money due to the contractor/surety.

**II. ACTION REQUESTED**

*Staff recommends that the City Council accept the work performed by the contractor, Nationwide Mutual Insurance Company on behalf of Bianchi Construction, on City Project No. 1611 – South Chelan Avenue Sidewalks Phase 2, and further authorize the Mayor to sign the Final Contract Voucher.*

**III. FISCAL IMPACT**

The table below shows the project budget as well as the anticipated final expenditures. The total project cost is about 10% below the project budget, which is due to the construction cost being less than projected.

<b>South Chelan Avenue Sidewalks Phase 2</b>	<b>Project Budget</b>	<b>Final Amount</b>
City Funding	\$287,110	\$242,168
CDBG Entitlement	\$403,875	\$379,750
<b>Total:</b>	<b>\$690,985</b>	<b>\$621,918</b>

**IV. REFERENCE(S)**

1. Final Contract Voucher

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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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**V. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Rob Jammerman, Public Works Director  
Gary Owen, City Engineer  
Natalie Thresher, Contracts Coordinator  
Brooklyn Holton, Housing and Community Planner



City of Wenatchee  
Department of Public Works

Final Contract  
Voucher Certificate

Contractor Nationwide Mutual Insurance Company, as surety acting on behalf of Bianchi Construction			
Street Address 1100 Locust Street			
City Des Moines	State Iowa	Zip 50391	Date January 9, 2020
City Project Number 1611	Federal-Aid Project Number N/A	Highway Number N/A	
Job Title S. Chelan Avenue Sidewalks Phase 2 Improvements			
Date Work Physically Completed April 30, 2019 via Agency Forces		Final Amount \$511,966.21	


### Contractor's Certification

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

  
Contractor Authorized Signature Required

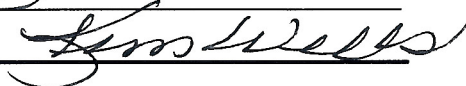
William Downing - Attorney-in-Fact  
Type Signature Name

Subscribed and sworn to before me this 16 day of January 2020

  
Notary Public in and for the State of Iowa,

residing at Des Moines, Iowa

**KIM WELLS**  
**NOTARIAL SEAL - IOWA**



**COMMISSION NUMBER 127395**  
**MY COMMISSION EXPIRES 01-26-2022**

City of Wenatchee

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

\_\_\_\_\_  
Mayor/or Designee

\_\_\_\_\_  
Date of Acceptance



# MEMO

Parks, Recreation and Cultural Services Department

To: Mayor Kuntz and City Council  
From: Dave Erickson, Parks, Recreation and Cultural Services Director  
Re: Consultant Agreement  
Date: January 15, 2020

## ***ACTION REQUESTED:***

**Motion to authorize the Mayor to negotiate and sign an agreement with Pacific Engineering for engineering and construction management for the Kenzie's Landing Project.**

## ***GENERAL BACKGROUND:***

From December 4, 2019 through January 6, 2020 a Request for Qualifications (RFQ) solicitation was completed to select a consultant to prepare final engineering, project bidding and construction management for the Kenzie's Landing Project. This project is funded through a State grant received in 2019, donations and City funding. Additional information was provided in the grant acceptance agenda report from the October 24, 2019 City Council meeting.

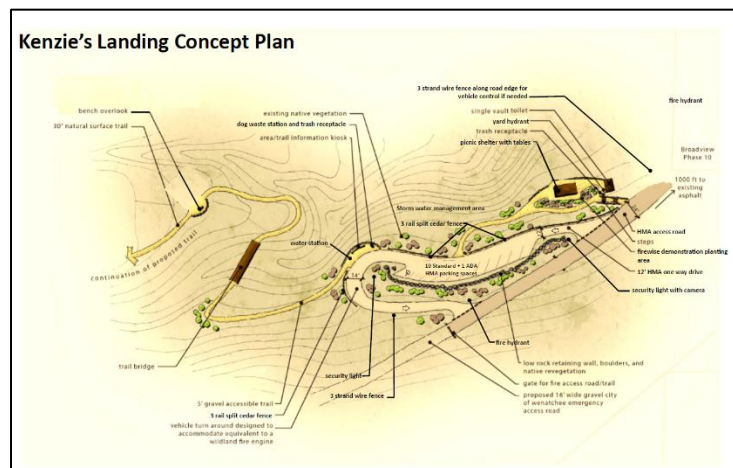
The main elements of this project include: construction of a trailhead with amenities similar to those found at the Castle Rock trailhead, road extension on the property, landscaping and utility work.

Six submittals were received by the deadline. An evaluation committee comprised of Arts, Recreation and Parks Commission members, Public Works Engineering staff and Parks, Recreation and Cultural Services Department staff reviewed and scored the submittals. The

submittals were scored based on the qualifications of the firm, project understanding, schedule and timeline, budget and experience with similar project. From this process, a ranked list was prepared. Pacific Engineering was the top ranked firm and is recommended to complete the project.

Staff is requesting that the Mayor be authorized to negotiate and sign the consultant agreement so that the project may commence.

The acquisition portion of the project was completed earlier this year. With approval, we are anticipating that the project engineering would be completed by the end of the year, the project put out to bid for construction in January 2021 and the project wrapped up no later than Thanksgiving 2021.





# MEMO

Parks, Recreation and Cultural Services Department

To: Mayor Kuntz and City Council  
From: Dave Erickson, Parks, Recreation and Cultural Services Director  
Re: Consultant Agreement  
Date: January 15, 2020

## ***ACTION REQUESTED:***

**Motion to authorize the Mayor to negotiate and sign an agreement with Pacific Engineering for engineering and construction management for the Lincoln Park Project.**

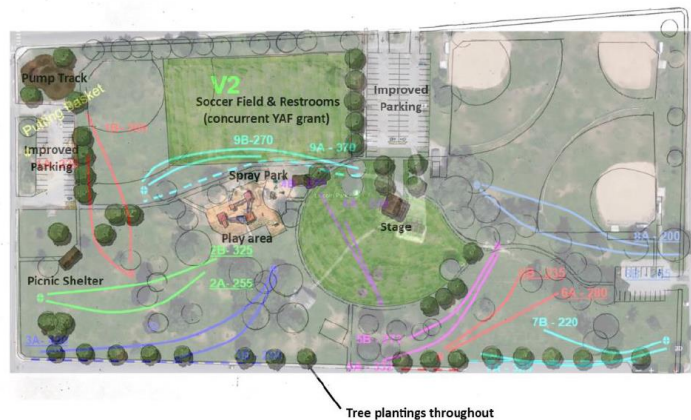
## ***GENERAL BACKGROUND:***

From December 4, 2019 through January 6, 2020 a Request for Qualifications (RFQ) solicitation was completed to select a consultant to prepare final engineering, project bidding and construction management for the Lincoln Park Project. This project is funded through State and Federal grants received accepted on December 5, 2019, donations and City funding. Additional project background may be found in the agenda report for the grant acceptance from December 5, 2019.

The main elements of this project include: addition of a picnic shelter, children's play equipment, spray park, restroom, bmx pump track, soccer field, landscaping and utility work. (Concept sketch with disc golf course layout superimposed at right.)

Nine submittals were received by the deadline. An evaluation committee comprised of Arts, Recreation and Parks Commission members, Public Works Engineering Staff and Parks, Recreation and Cultural Services Department staff

reviewed and scored the submittals. The submittals were scored based on the qualifications of the firm, project understanding, schedule and timeline, budget and experience with similar project. From this process, a ranked list was prepared. Pacific Engineering was the top ranked firm and is recommended to complete the project.



reviewed and scored the submittals. The submittals were scored based on the qualifications of the firm, project understanding, schedule and timeline, budget and experience with similar project. From this process, a ranked list was prepared. Pacific Engineering was the top ranked firm and is recommended to complete the project.

Staff is requesting that the Mayor be authorized to negotiate and sign the consultant agreement so that the project may commence.

With approval, we are anticipating that the project engineering would be completed by the end of the year, the project put out to bid for construction in January 2021 and the project wrapped up by Thanksgiving 2021.

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**COUNCIL AGENDA REPORT**

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**TO:** Frank Kuntz, Mayor  
City Council Members

**FROM:** CAPTAIN BRIAN CHANCE

**SUBJECT:** Interlocal agreement for cell phone forensics

**DATE:** 1/23/2020

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In 2017, Wenatchee Police Department, along with several other regional law enforcement partners, entered into an interlocal agreement to maximize available funds, resources and personnel for the purpose of conducting forensic cell phone examinations related to investigations. This agreement needs to be updated due to changes in leadership for several of the member agencies, including the Wenatchee Police Department.

**Action Requested:** Motion for City Council to authorize Wenatchee Police Department to enter into interlocal agreement for forensic cell phone examinations.

**Cellebrite Inc.**

7 Campus Drive  
Suite 210  
Parsippany New Jersey 07054  
United States

Tel. +1 800 942 3415  
Fax. +1 201 848 9982  
Tax ID#: 22-3770059  
DUNS: 033095568  
CAGE: 4C9Q7  
Company Website:<http://www.cellebrite.com>



**Quote**

**Quote#** Q-117715-3  
**Date:** Nov 06, 2019

**Bill To**  
Wenatchee Police Department  
PO Box 519  
Wenatchee, Washington 98807  
United States  
**Contact:** Mark Ward  
**Phone:** 509-888-4255

**Ship To**  
Wenatchee Police Department  
140 South Mission St.  
Wenatchee, WA 98801  
United States  
**Contact:** Mark Ward  
**Phone:** 509-888-4255

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00051280	Jan 31, 2020	Net 30	USD	Sean Fritts

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price/Unit	Net Price	Sales Tax %
B-TRD-03-032	UFED 4PC Pro Series CLX License Renewal	1				USD 6,200.00	USD 6,200.00	0.00
UFED 4PC Pro Series CLX License Renewal								

SubTotal	USD 6,200.00
Shipping & Handling	USD 0.00
Sales Tax (8.50%)	USD 527.00
<b>Total</b>	<b>USD 6,727.00</b>

**Comments:**

For further information please email Sean Fritts at [sean.fritts@cellebrite.com](mailto:sean.fritts@cellebrite.com) or call 973.206.7742

**Terms and conditions:**

- Payment terms: Net 30; 1.5% per month interest on late payment  
- Shipping: FCA, Parsippany, NJ, USA : Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days  
Cellebrite has two different terms of sale.

Any purchase of unlocking services are governed by <http://legal.cellebrite.com/CB-us-us/index.html>.

Any other purchases of products or services, including training, are governed by <http://legal.cellebrite.com/us/index.html>.

In addition to these terms, software is licensed by Cellebrite in accordance with an end user license agreement available at <http://legal.cellebrite.com/End-User-License-Agreement.htm>.

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.

\*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

Quote Number: Q-117715-3

Prepared by Sean Fritts





# North Central Washington Digital Forensic Investigations

## Protocol

### Member Agencies

- ✓ Washington Fish and Wildlife
- ✓ Wenatchee Police Department
- ✓ East Wenatchee Police Department
- ✓ Douglas County Sheriff's Office
- ✓ Chelan County Sheriff's Office
- ✓ Columbia River Drug Task Force

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### 1. MISSION AND PURPOSE OF DFI

The purpose of the Digital Forensics Investigations Unit (DFI) is to provide the highest quality forensic services and scientific technical support to the criminal justice community. To include the member agencies.

DFI criminal investigations shall follow the rules of law established by the state and federal constitutions and statutory and case law which apply to digital forensics. The investigation shall be performed in a manner that provides both the appearance and the reality of a thorough, fair, complete and professional investigation that is free of conflicts of interest.

### 2. GOALS OF DFI

- A. To perform digital forensic investigations.
- B. To promote public trust by conducting professional and consistent digital forensic investigations.
- C. To maximize the availability and sharing of the latest technological equipment and techniques.
- D. To consolidate and share the skills of trained and certified examiners.
- E. To conduct thorough investigations in a timely fashion.
- F. Provide training to officers within the member agencies.

### 3. GOVERNANCE

The creation and operation of the Digital Forensic Investigations Unit (DFI) will be governed by an Inter-Local Agreement signed by the Chief/Sheriff of participating law enforcement agencies. Referred to as Member Agencies which are listed in the Inter-local Agreement and in the DFI Protocol. Member Agencies are agencies which have a financial investment in the Digital Forensic Investigations Unit (DFI). The DFI Protocol will identify operational aspects of the Unit.

### 4. FORENSIC INVESTIGATIONS AND ADMINISTRATIVE REVIEW

Guidelines for the process of conducting digital forensic examinations will be established by members conducting the examinations. Guidelines will be consistent with best practice and training received by members.

Administrative review of the guidelines will be conducted by the Chief of Police for the Wenatchee Police Department or his or her designee.

### 5. COSTS

Each Member Agency shall be responsible for their employees' wages and associated employee costs of the DFI.

The annual cost of maintenance and licensing will be equally shared among the parties in the interlocal agreement.

### 6. UNIT MEMBERS

Members of the DFI shall be trained and certified to conduct digital forensic examinations. DFI members will be selected by the member agencies Chiefs and Sheriffs or their designees.

### 7. TRAINING AND CERTIFICATION

All personnel assigned to the DFI will obtain the following training and certification or its equivalent:

Cellebrite Certified Operator (CCO)  
Cellebrite Certified Physical Analyst (CCPA)

## 8. FACILITY AND EQUIPMENT

The forensic facility will be maintained within one or more of the member agencies listed in the interlocal agreement. The facility will have the capability to be secure and accessible to the DFI members. Guidelines will be established by the host agency and the DFI members regarding chain of custody of evidence. The facility will be accessible to the DFI investigators 24 hours a day.

## 9. CONFIDENTIALITY

Information obtained by a DFI investigation will generally be confidential while the investigation is pending. DFI members shall not voluntarily share confidential information with individuals other than personnel involved in the case.

## 10. CASE MANAGEMENT

Cases that are forwarded to the DFI will be prioritized on a first come first serve basis. The exception will be high priority cases. For example; a homicide case would have priority over a drug case.

## 11. REMOVAL FROM THE UNIT

Members can be removed from the DFI by their respective Chief/Sheriff in accordance with the agency's policies or practices.

## 12. DFI RECORDS

Records shall be maintained by the DFI members.

## 13. REQUESTING DFI ASSISTANCE

The DFI members will establish guidelines for requesting their assistance on a case.

## 14. DFI GUIDELINES

DFI guidelines will be established by the DFI members.

## 15. EVIDENCE STORAGE

Evidence will be maintained per DFI guidelines established by the DFI members.

**Return Address:**

Captain Brian Chance  
Wenatchee Police Department  
140 S. Mission St.  
Wenatchee, WA 98801

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of the warranty contained in the document itself.

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**Document Title:**      **Interlocal Agreement for Cellular Phone Forensic Examinations**

**Grantor(s):**            **City of Wenatchee, City of East Wenatchee, Chelan County, Douglas County, Columbia River Drug Task Force, Washington State Fish and Wildlife**

**Grantee(s):**            **City of Wenatchee, City of East Wenatchee, Chelan County, Douglas County, Columbia River Drug Task Force, Washington State Fish and Wildlife**

**Legal Description:**    **N/A**

**Assessor's Tax Parcel ID:**    **N/A**

Filed with the Auditor pursuant to RCW 39.34.040
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**INTERLOCAL AGREEMENT FOR  
CELLULAR PHONE FORENSIC EXAMINATIONS**

This Interlocal Agreement (“Agreement”) is made and entered by and between the City of Wenatchee, a Washington municipal corporation, City of East Wenatchee, a Washington municipal corporation, Chelan County, a Washington municipal corporation, Douglas County, a Washington municipal corporation, Columbia River Drug Task Force, a multi-jurisdictional team, and Washington State Fish and Wildlife, a Washington State agency, pursuant to the authority of Chapter 10.93 RCW (Washington Mutual Aid Peace Officers Powers Act) and Chapter 39.34 RCW (Interlocal Cooperation Act). The parties may be referred to together as the “Parties,” or individually as a “Party.”

WHEREAS, each Party desires to conduct forensic examinations of cellular phones and cloud storage devices;

WHEREAS, for the mutual benefit of the Parties and to conserve public funds, it is convenient and economical for the Parties to enter into this Agreement to assist in facilitating an orderly and thorough forensic examination of cellular phones and cloud storage devices.

NOW, THEREFORE, the Parties agree as follows:

1. Purpose.

1.1 The purpose of this Agreement is to establish a multi-jurisdictional team consisting of law enforcement officers from the various local law enforcement agencies of the Parties to provide assistance in facilitating an orderly and thorough forensic examination of cellular phones and cloud storage devices.

1.2 The "DIGITAL FORENSIC INVESTIGATIONS UNIT" ("DFI") is hereby created, the members of which shall be law enforcement officers from some or all of the Parties hereto and who shall be selected and shall operate in accordance with the DFI Protocol attached as Exhibit "A" and incorporated herein by reference ("DFI Protocol").

2. Administration.

2.1 No separate legal entity is created by this Agreement.

2.2 For purposes of RCW 39.34.030(4)(a), the administrator of this Agreement shall be the Chief of Police of the Wenatchee Police Department.

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

City of East  
Wenatchee: Chief of Police  
East Wenatchee Police  
Department  
271 9<sup>th</sup> St. NE  
East Wenatchee, WA 98802  
509-884-9511

County of  
Chelan: Sheriff  
Chelan County Sheriff's  
Office  
401 Washington St. #101  
Wenatchee, WA 98801  
509-667-6851

County of  
Douglas: Sheriff  
Douglas County Sheriff's  
Office  
110 2<sup>nd</sup> St. NE #200  
East Wenatchee, WA 98801  
509-884-0941

Columbia River Drug Task Force:	Sheriff Chelan County Sheriff's Office 401 Washington St. #101 Wenatchee, WA 98801 509-667-6851	Washington State Fish and Wildlife:	Regional Director North Central – Region 2 3860 Hwy 97A Wenatchee, WA 98801 509-662-0452
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3. Duration and Termination.

3.1 This Agreement shall become effective upon:

3.1.1 Full execution by the Parties; and

3.1.2 Posting of this Agreement with the each of the Parties websites or recording the with the appropriate County Auditor's Office.

3.2. The term of this Agreement shall be through February 3, 2021. This Agreement shall automatically extend for consecutive one (1) year terms, unless terminated pursuant to the terms of this Agreement.

33 Any Party may terminate their participation in this Agreement by providing written notice to all other Parties as stated in Section 2.3 of their intent to terminate. Notice of intent to terminate shall become effective upon the latter of:

3.3.1 Ninety (90) days after service of the Notice; or

3.3.2 At the conclusion of all investigations that may be pending on the date of service of the Notice where the terminating Party has an active case file number with DFI.

34 Notice of intent to terminate this Agreement shall be served personally or by certified mail, return receipt requested, postage prepaid. Notice shall be effective starting on the date of the receipt. If service is done by certified mail, receipt shall be deemed to have occurred on the third business day after mailing.

4. DFI Management.

4.1 DFI shall be governed by the DFI Protocol. The DFI Protocol may be amended from time to time by written approval of the majority of the Member Agencies as defined in the DFI Protocol. Upon such amendment, the amended DFI Protocol will be provided to each Party and shall supersede any prior versions of the Protocol.

4.2 The Parties agree to cooperate with respect to the assigning of officers to the DFI and that the appointment of the DFI officers will be in accordance with the DFI Protocol.



4.3 The Parties are under no obligation to request the assistance of DFI. If the assistance of the DFI is requested, the DFI shall be activated and will operate pursuant to the DFI Protocol.

5. Financing, Budget and Expenses.

5.1 No separate budget or financing method is created by this Agreement.

5.2 The annual cost of maintenance and future licensing of the software and related equipment shall be paid for by the City of Wenatchee. The City of Wenatchee shall then invoice all other Parties for their equal share of the costs. The other Parties shall pay the invoice within thirty (30) days of receipt.

5.3 The City of Wenatchee shall provide a computer for use by the DFI. The computer shall be provided at no cost to the other Parties; provided that any maintenance for the computer shall be paid for by the City of Wenatchee, who shall then invoice all other Parties for their equal share of the cost. The other Parties shall pay the invoice within thirty (30) days of receipt.

5.4 The City of Wenatchee shall provide office space at the Wenatchee Police Department for use by the DFI. The City shall bear all the costs associated with the office space.

5.5 The software and related equipment shall remain the property of the City of Wenatchee upon termination of the Agreement.

6. Property.

6.1 The Parties do not anticipate acquiring jointly-owned personal or real property under this Agreement.

6.2 When a party terminates their participation in the Agreement, that Party shall promptly return any personal property in its possession that was used in the performance of this Agreement to the Party that is the owner of such property.

7. Maintenance and Audit of Records.

7.1 Each Party shall maintain books, records, documents and other materials relevant to its performance under this Agreement.

7.2 These records shall be subject to inspection, review and audit by any Party, the Washington State Auditor's Office, or any other entity as required by law.

7.3 Each Party shall retain all such books, records, documents and other materials for the longest applicable retention period under Washington law.

8. Legal Relations.

8.1 The Parties agree that each Party's relation to any other Party shall be at all times under this Agreement as an independent contractor. Employees of a Party are and will remain employees of that Party.

8.2 Each Party agrees to defend, indemnify, and hold harmless the all other Parties and their agents 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 other Parties. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by the concurrent negligence of the parties, each Party's liability hereunder shall be limited to the extent of the damages caused by its negligence.

8.3 The indemnification obligation of each Party shall not be limited in any way by the application of the workmen's compensation act, Title 51 RCW, and each Party expressly waives the protection afforded by such law. The foregoing waiver has been mutually negotiated and agreed upon.

8.4 In the event that a claim or lawsuit is brought against a Party or its employee(s) for actions arising out of their conduct in the operation of the DFI, such Party shall promptly notify all other Parties in writing that said claim or lawsuit has been filed or commenced.

9. Enforcement.

9.1 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 2.3, or their authorized designees, will participate in a good faith in-person negotiation to resolve any such dispute.

9.2 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.

9.3 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.

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

10. 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.

11. Interpretation.

11.1 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.

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

12. Waiver of Breach.

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

13. Recitals.

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

14. 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.

15. Posting of the Agreement.

Pursuant to RCW 39.34.040, if a Party has a website, this Agreement shall be posted and listed by subject on that Party's web site prior to its becoming effective.

16. Entire Agreement.

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

16.2 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.

16.3 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.

164 Any modification of this Agreement must be in writing and executed by all Parties; provided that the DFI Protocol may be modified as stated in Section 4 of this Agreement.

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

IN WITNESS WHEREOF, the Parties hereby have executed this Agreement on the dates below.

**City of Wenatchee**

\_\_\_\_\_  
Steve Crown, Chief of Police

Date: \_\_\_\_\_

\_\_\_\_\_  
Frank Kuntz, Mayor

Date: \_\_\_\_\_

**Chelan County**

\_\_\_\_\_  
Brian Burnett, Sheriff

Date: \_\_\_\_\_

\_\_\_\_\_  
Doug England, Chairman of Board of Commissioners

Date: \_\_\_\_\_

**Columbia River Drug Task Force**

\_\_\_\_\_  
Brian Burnett, Sheriff

Date: \_\_\_\_\_

\_\_\_\_\_  
Steve Crown, Board of Executives

Date: \_\_\_\_\_

**City of East Wenatchee**

\_\_\_\_\_  
Tom Robbins, Interim Chief of Police

Date: \_\_\_\_\_

\_\_\_\_\_  
Jerrilea Crawford, Mayor

Date: \_\_\_\_\_

**Douglas County**

\_\_\_\_\_  
Kevin Morris, Sheriff

Date: \_\_\_\_\_

\_\_\_\_\_  
Dan Sutton, Chairman of Board of  
Commissioners

Date: \_\_\_\_\_

**Washington State Department of Fish and Wildlife (Region 2)**

\_\_\_\_\_  
Steve Bear, Chief

Date: \_\_\_\_\_

\_\_\_\_\_  
Jeff Hugdahl, Contracts and Purchasing  
Manager

Date: \_\_\_\_\_

**TO:** Frank Kuntz, Mayor  
City Council

**FROM:** Steve King, Economic Development Director  
Glen DeVries, Community Development Director  
Brad Posenjak, Finance Director

**SUBJECT:** Implementation of House Bill 1406 (Sales Tax Credit for Housing)

**DATE:** January 17, 2020

**MEETING DATE:**

January 23, 2020

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**I. OVERVIEW**

In 2019, the Washington State Legislature passed a new law allowing the city to receive a tax rebate or credit to generate funds to be used to support affordable housing. The city must adopt an ordinance to initiate receiving funds. This ordinance and law does NOT constitute a tax increase, but rather is a tax credit on sales taxes paid to the State. The tax credit will provide funding estimated at approximately \$84,000 annual to the city for 20 years. The annual amount the city will receive is dependent on annual gross sales within the city limits.

Chelan County, Douglas County, and East Wenatchee area all also implementing this program for affordable housing.

Staff recommended adopting this ordinance to initiate funding and then initiate a process to apply funding to the most effective way to address housing challenges in the city.

**II. ACTION REQUESTED**

*Staff recommends the City Council adopt Ordinance No. 2020-01 relating to local sales and use taxes; authorizing the maximum capacity of the tax authorized under the provisions of Substitute House Bill 1406 for affordable and supportive housing and rental assistance for collection beginning February 1, 2020; amending Chapter 1.20 of the Wenatchee Municipal Code to create a new fund; and adding a new Chapter 5.110 of the Wenatchee Municipal Code as more particularly described herein.*

**III. FISCAL IMPACT Submitted to the Finance Committee Yes No**

This program will generate approximately \$84,000 per year for 20 years depending on gross retail sales within the City of Wenatchee city limits. The rate of collection is based on the factor of 0.00073 applied to Gross Retail Sales.

**IV. REFERENCE(S):**

- a. Ordinance 2020-01

**V. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Brad Posenjak, Finance Director  
Glen DeVries, Community Development Director

**ORDINANCE NO. 2020-01**

**AN ORDINANCE**, relating to local sales and use taxes; authorizing the maximum capacity of the tax authorized under the provisions of Substitute House Bill 1406 for affordable and supportive housing and rental assistance for collection beginning February 1, 2020; amending Chapter 1.20 of the Wenatchee Municipal Code to create a new fund; and adding a new Chapter 5.110 of the Wenatchee Municipal Code as more particularly described herein.

**WHEREAS**, in 2019, the Washington State Legislature enacted Substitute House Bill 1406 (chapter 338, Laws of 2019) (“SHB 1406”), a revenue sharing program with local governments for affordable housing which is intended to encourage investments in affordable and/or supportive housing; and

**WHEREAS**, SHB 1406 authorizes the governing body of cities and counties to authorize and collect a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, and for the operations and maintenance costs of affordable or supportive housing, and if eligible, for providing rental assistance to tenants, with no increase in sales or use tax for the consumer; and

**WHEREAS**, the revenues may be used to finance grants or loans to nonprofit organizations or public housing authorities to carry out these provisions, and the City may enter into interlocal agreements with one or more cities, counties or public housing authorities in accordance with chapter 39.34 RCW in the execution of these provisions; and

**WHEREAS**, the tax will be credited against sales and use taxes collected within the City by the State of Washington (the “State”) and, therefore, will not result in higher sales and use taxes within the City; and

**WHEREAS**, the credit against State retail sales or use taxes can be in place for a maximum of twenty (20) years and will represent an additional source of funding to address housing needs in the City; and

**WHEREAS**, the amount of sales and use tax revenue estimated to be remitted to the City is expected to be approximately \$84,000 annually; and

**WHEREAS**, revenues received from the sales and use tax must be used on projects that serve persons whose income is at or below sixty percent of the City's median income; and

**WHEREAS**, on September 26, 2019, the City Council adopted Resolution No. 2019-39, declaring its intent to adopt an ordinance authorizing the sales and use tax allowed by SHB 1406; and

**WHEREAS**, SHB 1406 requires the City to adopt an ordinance authorizing the sales and use tax within twelve (12) months of the effective date of SHB 1406, or by July 28, 2020; and

**WHEREAS**, the sales and use tax is considered to be restricted revenue subject to reporting requirements and audit review for compliance.

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

#### **SECTION I**

A new Chapter 5.110, Sales or Use Tax for Affordable Housing, is hereby added to the Wenatchee Municipal Code to read as follows:

5.110.010 Credit against state's share of tax – sales or use tax for affordable housing – Imposition.



There is hereby imposed an additional sales or use tax, as the case may be, separate and apart from the tax referred to in Wenatchee Municipal Code Chapter 5.96 and 5.97, as authorized by Laws of 2019, ch 338 § 1, upon every taxable event, as defined in RCW 82.14.020, occurring within Wenatchee, Chelan County, Washington. The tax shall be imposed upon and collected from those persons from whom the state sales tax or use tax is collected pursuant to RCW 82.08 and 82.12 but will be credited against the state's share of the tax. Moneys collected under this Section must be used solely, as required by Laws of 2019, ch 338 § 1, and any subsequent amendments, for the purpose of acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services under RCW 71.24.385, or funding the operation and maintenance of new units of affordable housing or supportive housing or for providing rental assistance to tenants.

5.110.020 Credit against state's share of tax – sales or use tax for affordable housing – Rate

The rate of the tax imposed by Section 5.110.010 of this chapter shall be .0073 percent of the selling price, in the case of a sales tax, or value of the article used, in the case of a use tax, as the case may be upon every taxable event that occurs within the city.

5.110.030 Administration and collection.

The administration and collection of the sales and use tax imposed by Section 5.110.010 shall be in accordance with the provisions of the Laws of 2019, ch 338 § 1.

The maximum amount to be received by the city in each year from the sales or use tax imposed by Section 5.110.010 shall be equal to the taxable retail sales within the city limits of Wenatchee in state fiscal year 2019 multiplied by the tax rate set forth in Section 5.110.020. The state department of revenue shall collect and administer the tax on behalf of city at no cost to the city. So long as the city collects the sales or use tax imposed by Section 5.110.010, the city shall report annually to the state department of commerce on the collection and use of the revenue as prescribed in rules adopted by such department. In the event that the amount of revenue from the sales or use tax imposed by Section 5.110.010 exceeds the maximum amount allowed to the city under the Laws of 2019, ch 338 § 1, any excess shall be remitted to the State Treasurer in accordance with the Laws of 2019, ch 338 § 1. The mayor and clerk are authorized to enter into an agreement with the state department of revenue for the administration of the tax.

## **SECTION II**

There is hereby established a new account known as the “Affordable Housing Sales Tax Account” into which shall be deposited all monies received from a portion of sales and use taxes otherwise required to be collected and paid to the Department of Revenue pursuant to the Laws of 2019, Chapter 338, Section 1. Said monies received and deposited into the “Affordable Sales Tax Account” shall be used solely for the purposes set forth in the Laws of 2019, Chapter 338, Section 1, as currently enacted or as may be hereafter amended. Any unexpended funds remaining in the “Affordable Sales Tax Account” at the end of a budget period shall not be transferred to the general fund or otherwise lapse, but said funds shall be carried forward from year to year until expended for the purposes consistent herewith.

## **SECTION III**

The sales and use tax for affordable housing set forth in Wenatchee Municipal Code Chapter 5.110 above shall expire twenty (20) years after the date on which the tax is first imposed.

## **SECTION IV**

Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

## **SECTION V**

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

**SECTION VI**

The authority to enact this tax having been granted specifically by the State legislature to the City Council, this Ordinance shall take effect five (5) days from and after passage and publication as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** at a regular meeting thereof this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF WENATCHEE, a Municipal corporation

By: \_\_\_\_\_  
FRANK KUNTZ, Mayor

ATTEST:

By: \_\_\_\_\_  
TAMMY STANGER, City Clerk

APPROVED:

By: \_\_\_\_\_  
STEVE SMITH, City Attorney

**TO:** Wenatchee City Council

**FROM:** Community Development Staff

**SUBJECT:** Public hearing on the extensions of an interim control for neighborhood centers, auditoriums, places of public assembly, and places of public worship in the residential zoning districts.

**DATE:** January 15, 2020      **MEETING DATE:** January 23, 2020

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**I. OVERVIEW**

The Wenatchee City Council initiated the current interim control by Ordinance 2019-13 on February 28, 2019. This interim control will expire on February 28, 2020. On November 21, 2019, Planning Division staff discussed the status of this project with the City Council at their work session. Planning staff presented an updated timeline for the planning commission to formulate a recommendation to the council. The council expressed support for the proposed timeline which includes extending the interim control for an additional six months or until the council adopts a new ordinance amending the city code. The agreed upon work schedule includes hearings in March with both the planning commission and the city council.

Since the November work session, planning staff has held two workshops with the planning commission at their December and January meetings. The December meeting involved a reintroduction to the situation and topic followed by general feedback from the commission members. The January workshop focused on the existing city code and answering planning commission questions.

The interim control addresses two specific issues: (1) assembly uses in the residential zoning districts and (2) the impacts of outdoor amplification associated with assembly uses in residential zoning districts.

**Assembly uses:** The city code authorizes neighborhood centers and places of assembly in residential zoning districts with the approval of a conditional use permit. The definition of a neighborhood center is the location where activities occur which provide services of a social, cultural, economic, or educational nature. Places of assembly include a building used in whole or in part for the gathering together of people for deliberation, entertainment, amusement, or awaiting transportation. These definitions are overly broad and could lead to uses proposed that would be incompatible with their surrounding neighborhoods.

**Outdoor amplification:** The city code does not include specific development or performance standards to adequately address and mitigate the impact of amplified sound generated by non-residential uses in residential districts. Outdoor events are becoming increasingly popular and without appropriate mitigation measures, negative impacts to existing neighborhoods will occur.

The Wenatchee Urban Area Comprehensive Plan includes goals and policies that require non-residential uses to be designed and operated in a compatible manner with the neighborhoods. The interim ordinance is necessary to give city staff and the planning commission time to study the land use impacts and the appropriate development standards.

**Alternate 1**

At the Mayors request, city staff has prepared an alternative ordinance that would exempt places of worship from the outdoor amplification restrictions as included in the current interim control. The result of passing the alternative ordinance would be that places of worship would be allowed to have outdoor events with sound amplification, subject to the noise ordinance in Section 6A.40 of the Wenatchee City Code.

**ACTION REQUESTED**

Conduct a public hearing pursuant to RCW36.70A.390 and RCW35A.63.220 and take public testimony on extending the existing interim control. City staff have prepared Ordinance 2020-05 and an alternative that would remove places of worship from the standards of the interim control.

**Motions to consider:**

**Draft Motion #1:** I move to approve Ordinance 2020-05, renewing an interim control within the City of Wenatchee on the permitting of neighborhood centers, auditoriums, places of public assembly, and places of public worship in the RF, RS, RL, RM and RH zones.

**Draft Motion #2:** I move to approve alternative 1 of Ordinance 2020-05, renewing an interim control within the City of Wenatchee on the permitting of neighborhood centers, auditoriums and places of public assembly in the RF, RS, RL, RM and RH zones and excluding places of public worship from the standards of the interim control.

**II. FISCAL IMPACT**

No known fiscal impacts can directly be attributed to the proposed Ordinance.

**III. PROPOSED PROJECT SCHEDULE**

<b>Time period</b>	<b>Action</b>
February 19, 2020	Open house and workshop with the planning commission
February 20, 2020	City council workshop to report on planning commission process
March 18, 2020	Public hearing with planning commission
March 26, 2020	Public hearing with city council

**IV. ATTACHMENTS**

1. Ordinance 2020-05
2. Ordinance 2020-05 – Alternative 1

## **ORDINANCE NO. 2020-05**

**AN ORDINANCE**, renewing an interim control within the City of Wenatchee on the permitting of neighborhood centers, auditoriums, places of public assembly, and places of public worship in the RF, RS, RL, RM and RH zones.

**WHEREAS**, the Wenatchee Urban Area Comprehensive Plan in Policy 6 of Goal 12 and Policy 4 of Goal 15 in the Land Use/Urban Growth Element requires new non-residential development in existing residential neighborhoods to be designed and operated in a compatible manner; and

**WHEREAS**, places of assembly are defined in the Wenatchee City Code as "...a building used in whole or in part for the gathering together of persons for such purposes as deliberation, entertainment, amusement, or awaiting transportation"; and

**WHEREAS**, neighborhood centers are defined in the Wenatchee City Code as "...an area wherein an activity occurs which provides services of a social, cultural, economic or educational nature to the neighborhood in which it is located"; and

**WHEREAS**, the definitions of places of assembly and neighborhood center are overly broad and may have negative impacts such as noise, traffic, lighting, and hours of operation, if sited in existing residential neighborhoods; and

**WHEREAS**, the Wenatchee City Code does not include specific development or performance standards to adequately address and mitigate the impact of amplified sound generated by non-residential uses in residential districts; and

**WHEREAS**, City staff need time to study the land use impacts of auditoriums, places of public assembly, and places of worship on residential zones, and any desired development standards to appropriately handle those impacts; and

**WHEREAS**, the Wenatchee City Council hereby finds that an interim control to preserve the status quo is necessary until the City can study the appropriate land use and/or permitting regulations to address the impacts of auditoriums, places of public assembly, and places of worship on residential zones; and

**WHEREAS**, RCW 36.70A.390 authorizes the City Council to adopt an interim control for a period of up to twelve (12) months if a public hearing on the proposal is held within at least 60 days of its adoption and a work plan is developed for related studies; and

**WHEREAS**, RCW 36.70A.390 authorizes interim controls to be extended or to be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal; and

**WHEREAS**, the Wenatchee City Council previously adopted a 12-month interim control by Ordinance 2019-13 on February 28, 2019; and

**WHEREAS**, the City Council desires to renew for an additional six months the existing interim control as previously adopted by Ordinance No. 2019-13 on the permitting of auditoriums, places of public assembly, and places of public worship in residential zones; and

**WHEREAS**, interim controls enacted under RCW 36.70A.390 are methods by which local governments may preserve the status quo so that new regulations will not be rendered moot by intervening development; and



**WHEREAS**, in conformity with the responsibilities of the City of Wenatchee to meet public safety, property or welfare requirements and provide zoning and land use regulations pursuant to state law, and the City’s authority to regulate land use activities within its corporate limits, the City intends to develop appropriate zoning and permitting requirements for the permitting of auditoriums, places of public assembly, and places of public worship in residential zones; and

**WHEREAS**, a duly advertised public hearing was held on the proposed renewal on January 23, 2020.

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

**SECTION I**  
**Findings**

The recitals set forth above are hereby adopted as the City Council’s findings in support of the moratorium imposed by this Ordinance.

**SECTION II**  
**Interim Control Imposed**

Pursuant to Washington State law, the existing interim control previously enacted by Ordinance No. 2019-13 amending WCC 10.10.020 and 10.65.080 is hereby renewed for an additional six months to read as follows:

**10.10.020 District Use Chart**

Use	Residential				
	RF	RS	RL	RM	RH
Auditoriums and places of assembly	€	€	€	€	€
Neighborhood Center	€	€	€	€	€

**10.65.080 Auditoriums/places of public assembly, and places of worship.**

- (1) Maximum building height, RS, RL and RM: 40 feet. Other districts: same as the height limitation of the zoning district for other buildings.
- (2) Minimum Setback Distance.
  - (a) Front yard: same as required in the underlying zoning district;
  - (b) Rear and side yard: same as required in the underlying zoning district, plus one-half foot for each foot by which the building height exceeds 20 feet where a rear or side yard adjoins an RF, RS, RL or RM district.
- (3) Signs, when located in the RF, RS, RL, and RM zoning districts, shall comply with the following:
  - (a) One nonilluminated sign for each street frontage;
  - (b) Signs shall not exceed 12 square feet in area;
  - (c) Signs located in required setback areas shall observe the maximum height requirements that apply to fences;
  - (d) Any proposed reader boards/electronic message centers shall be reviewed as part of the conditional use permit.
- (4) Landscaping and Screening. Off-street parking shall comply with Chapter 10.62 WCC, Landscaping and Screening, as amended.
- (5) Architectural Scale. New nonresidential buildings in the RF, RS, RL, RM, and RH zoning districts shall meet WCC 10.48.080(4). Deviations to these standards may be considered where the applicant can demonstrate that the change or deviation in design is either necessary due to the inherent function of the facility, and/or the change provides for equal or greater compatibility with the character of the surrounding neighborhood. Consideration of such a deviation shall include an informal design review workshop recommendation of the planning commission,

where input from the surrounding neighborhood shall be solicited, and incorporated in staff analysis before the hearing examiner.

- (6) Outdoor sound amplification for new or existing facilities, when located in the RF, RS, RL, RM, and RH zoning districts, shall not be allowed. Outdoor events consistent with the land use approval for the development may be authorized where no sound amplification is used.

### **SECTION III** **Effective Period for Interim Control**

The interim control set forth in this Ordinance shall be in effect for a period of six (6) months commencing on February 28, 2020, and shall automatically expire at the conclusion of that six (6) month period unless the same is extended or terminated early by Ordinance.

### **SECTION IV** **Work Plan**

The following work plan is approved:

February 19, 2020: Open house and workshop with the planning commission

February 20, 2020: City council workshop to report on planning commission process

March 18, 2020: Public hearing with planning commission

March 26, 2020: Public hearing with city council

### **SECTION V** **Severability**

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a Court of competent jurisdiction, such invalidity or

unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance or its application to any other person or situation.

**SECTION VI**  
**Effective Date**

This Ordinance, shall take effect as set forth in Section III above.

**PASSED BY THE CITY COUNCIL OF THE CITY WENATCHEE,**

at a regular meeting thereof, this 23<sup>rd</sup> day of January, 2020.

**CITY OF WENATCHEE,**  
a Municipal Corporation

By: \_\_\_\_\_  
FRANK KUNTZ, Mayor

ATTEST:

By: \_\_\_\_\_  
TAMMY L. STANGER, City Clerk

APPROVED:

By: \_\_\_\_\_  
STEVE D. SMITH, City Attorney

## **ORDINANCE NO. 2020-05**

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**WHEREAS**, the Wenatchee Urban Area Comprehensive Plan in Policy 6 of Goal 12 and Policy 4 of Goal 15 in the Land Use/Urban Growth Element requires new non-residential development in existing residential neighborhoods to be designed and operated in a compatible manner; and

**WHEREAS**, places of assembly are defined in the Wenatchee City Code as "...a building used in whole or in part for the gathering together of persons for such purposes as deliberation, entertainment, amusement, or awaiting transportation"; and

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**WHEREAS**, the definitions of places of assembly and neighborhood center are overly broad and may have negative impacts such as noise, traffic, lighting, and hours of operation, if sited in existing residential neighborhoods; and

**WHEREAS**, the Wenatchee City Code does not include specific development or performance standards to adequately address and mitigate the impact of amplified sound generated by non-residential uses in residential districts; and

**WHEREAS**, City staff need time to study the land use impacts of auditoriums, places of public assembly, and places of worship on residential zones, and any desired development standards to appropriately handle those impacts; and

**WHEREAS**, the Wenatchee City Council hereby finds that an interim control to preserve the status quo is necessary until the City can study the appropriate land use and/or permitting regulations to address the impacts of auditoriums, places of public assembly, and places of worship on residential zones; and

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**WHEREAS**, a duly advertised public hearing was held on the proposed renewal on January 23, 2020.

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where input from the surrounding neighborhood shall be solicited, and incorporated in staff analysis before the hearing examiner.

- (6) Outdoor sound amplification for new or existing auditoriums and places of assembly, when located in the RF, RS, RL, RM, and RH zoning districts, shall not be allowed. Outdoor events consistent with the land use approval for the development may be authorized where no sound amplification is used.

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If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a Court of competent jurisdiction, such invalidity or

unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance or its application to any other person or situation.

**SECTION VI**  
**Effective Date**

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**PASSED BY THE CITY COUNCIL OF THE CITY WENATCHEE,**

at a regular meeting thereof, this 23<sup>rd</sup> day of January, 2020.

**CITY OF WENATCHEE,**  
a Municipal Corporation

By: \_\_\_\_\_  
FRANK KUNTZ, Mayor

ATTEST:

By: \_\_\_\_\_  
TAMMY L. STANGER, City Clerk

APPROVED:

By: \_\_\_\_\_  
STEVE D. SMITH, City Attorney