



CITY OF WENATCHEE PUBLIC NOTICE

Re: May 14, 2020, 5:15 PM City Council Meeting

PLEASE TAKE NOTICE, in consideration of the current COVID-19 pandemic, for the health and safety of the community and city staff and councilmembers, City Hall is closed to the public.

The public may view the City Council meeting which is broadcast live on the city's YouTube channel "[Wenatchee TV](#)". Members of the public without internet access may listen to the City Council meeting by calling (509) 888-3298, passcode 66516.

PUBLIC HEARINGS: Written comment on public hearing items is strongly encouraged. Written comments should be submitted prior to the council meeting to the City Clerk at cityclerk@wenatcheewa.gov. If a citizen wishes to comment on a public hearing item, they may participate in the meeting by calling (509) 888-3298, passcode 66516. 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.

En Español:

POR FAVOR TOME NOTA, en consideración a la actual pandemia COVID-19, para la salud y seguridad de la comunidad y el personal de la ciudad y los miembros del Concejo, no tendremos público presente en la junta del Concejo de Wenatchee el 14 de mayo de 2020.

El público puede tener acceso a la junta en el canal de YouTube de la ciudad "Wenatchee TV". Los miembros del público sin acceso a Internet pueden escuchar esta junta llamando al (509) 888-3298, código de acceso 66516.

AUDIENCIAS PUBLICAS: Se recomienda encarecidamente hacer comentarios escritos sobre los elementos de la audiencia pública. Los comentarios escritos deben ser presentados antes de la junta del concejo a la Secretaria de la Ciudad al correo electrónico cityclerk@wenatcheewa.gov. Si un ciudadano desea comentar sobre un artículo de audiencia pública, puede participar en la junta llamando al (509) 888-3298, código de acceso 66516. El testimonio público puede limitarse a tres minutos, a menos que el Alcalde le conceda más tiempo. Si hay un gran número de personas interesadas en participar, se puede nombrar un representante para que hable en nombre del grupo.

Tammy Stanger, City Clerk
301 Yakima Street, 3rd Floor • P.O. Box 519 • Wenatchee, WA 98807-0519
Telephone: (509) 888-6204 • Facsimile: (509) 888-3636 • TTY: 711
Email: cityclerk@wenatcheewa.gov • Web: www.wenatcheewa.gov



WENATCHEE CITY COUNCIL

Thursday, May 14, 2020

5:15 PM

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 #194756 through #194811 in the amount of \$234,095.96 for April 9, 2020
Claim checks #194853 through #194947 in the amount of \$592,269.98 for April 23, 2020
Wires #1492 - #1494 in the amount of \$41,348.86 for April 27, 2020
Payroll distribution (retirees) in the amount of \$12,332.79 for April 30, 2020
Claim checks #194948 through #194991 in the amount of \$165,700.96 for April 30, 2020
Claim checks #194992 through #195001 in the amount of \$9,353.79 for April 30, 2020
Benefits-Deductions in the amount of \$889,283.90 for April 30, 2020
Payroll distribution in the amount of \$428,259.77 for May 5, 2020
Payroll distribution in the amount of \$4,191.67 for May 5, 2020
Claim checks #195012 through #195051 in the amount of \$332,155.58 for May 7, 2020
- Motion for City Council to accept the work performed by the contractor Grindline Skateparks, on City Project No. 16-1666 – Hale Skate Park, and further authorize the Mayor to sign the Final Contract Voucher
- Motion for City Council to accept the work performed by the contractor KRCl, on City Project No. 16-1665 – Kiwanis Methow Park, and further authorize the Mayor to sign the Final Contract Voucher
- Motion for City Council to accept the work performed by the contractor DW Excavating, on City Project No. 1232 – Saddle Rock Phase 1 Interim Action, and further authorize the Mayor to sign the Final Contract Voucher

3. Presentations.

- Community Action Month Proclamation

4. Action Items.

- A. Amend the City's current Utility Assistance Program to increase assistance limit from \$100 to \$300 until the end of 2020
Presented by Finance Director Brad Posenjak

Action Requested: Staff requests that City Council approve Resolution #2020-15 amending and restating the Utility Assistance Program guidelines pursuant to WCC 9.02.010.

- B. ARC Contract Amendment No. 2 and No. 3 to the Professional Service Agreement for Wenatchee City Hall with ARC Architects
Presented by Facilities Manager Elisa Webb and Operations Manager Aaron Kelly

Action Requested: Staff recommends the City Council authorize the Mayor to sign Contract Amendment No. 2 and No. 3 to the Professional Services Agreement for Wenatchee City Hall on behalf of the City with ARC Architects for additional design services for the Wenatchee City Hall – Project No. 1716.

- C. Grant Agreement No. TCPRA-1921-Wenatc-00073 for Saddle Rock Phase 2 Interim Action
Presented by Capital Projects Manager Charlotte Mitchell

Action Requested: Staff recommends the City Council authorize the Mayor to sign Grant agreement no. TCPRA-1921-Wenatc-00073 for Saddle Rock Phase 2 Interim Action between the City of Wenatchee and State of Washington Department of Ecology for the Gold Knob Prospect site also known as Saddle Rock Park.

- D. Amendment #1 to Contract #K2883 between the Washington State Office of Financial Management (OFM) and the City of Wenatchee on behalf of the NCW Complete Count Committee for providing census education and outreach
Presented by Housing & Community Planner Brooklyn Holton

Action Requested: Authorize the Mayor to sign amendment #1 to Contract #K2883 and any applications, certifications, assurances or subcontracts necessary as a result of the amendment.

- E. Skyline Reservoir Transmission Main & Utility Improvements Phase 1 - Project No. 1704
Authorization to Award Construction Contract to Pipkin Construction
Presented by Senior Engineer Jeremy Hoover

Action Requested: Staff recommends the City Council award the contract for construction of the Skyline Reservoir Transmission Main & Utility Improvements Phase 1 - Project No. 1704 to Pipkin Construction in the amount of \$736,615.52, and further authorize the Mayor to sign a contract on behalf of the City.

5. Public Hearing Items.

Public Hearing Procedure: 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. Written public comments are strongly encouraged. Written comments may be submitted prior to the council meeting to the City Clerk at cityclerk@wenatcheewa.gov. If a citizen wishes to comment on a public hearing item, they may participate in the meeting by calling (509) 888-3298, passcode 66516. 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. All speakers must speak into the telephone 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.

- F. Amendments to the CDBG 2013-2019 Consolidated Plan, Wenatchee's Citizen Participation Plan and the 2019 Annual Action Plan in response to the CDBG-CV funding allocated to the City of Wenatchee, an entitlement community, from the U.S. Department of Housing and Urban Development (HUD)
Presented by Housing & Community Planner Brooklyn Holton

Action Requested:

1. *Conduct a Public Hearing*
2. *Adopt the following amendments and authorize the Mayor to sign all related applications, certifications, assurances and waivers:*
 - a. *2019-2019 Consolidated Plan*
 - b. *City of Wenatchee Citizen Participation Plan*
 - c. *2019 Annual Action Plan*

- G. Resolution 2020-14 approving a Development Agreement between the City of Wenatchee, Winco Foods, LLC (WinCo), and Kellogg Shopco Properties, LLC (Kellogg Properties)
Presented by Public Works Director Rob Jammerman

Action Requested: Staff recommends that the City Council hold a Public Hearing to receive comments on the proposed Development Agreement and approve Resolution 2020-14 adopting the Development Agreement between the City of Wenatchee, Kellogg Properties, and WinCo which authorizes the Mayor to sign the agreement.

6. Reports.

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

7. Adjournment.



DRAFT

WENATCHEE CITY COUNCIL

Thursday, April 23, 2020

Wenatchee City Hall Council Chambers
301 Yakima Street, 2nd Floor
Wenatchee, WA 98801

MINUTES

Present: Mayor Frank J. Kuntz, Councilmember Position 1 Jose Cuevas, Councilmember Position 2 Jim Bailey, Councilmember Position 3 Ruth Esparza, Councilmember Position 4 Travis Hornby, Councilmember Position 5 Mark Kulaas, Councilmember At-Large "A" Linda Herald, Councilmember At-Large "B" Keith Huffaker (via phone)

Staff Present: Executive Services Director Laura Merrill, City Attorney Steve Smith (via phone), City Clerk Tammy Stanger, IS Support Tim McCord, Finance Director Brad Posenjak, Community Development Director Glen DeVries, Capital Projects Manager Charlotte Mitchell, Public Works Director Rob Jammerman

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call. Mayor Frank J. Kuntz called the regular meeting to order at 5:15 p.m. and led the Pledge of Allegiance. All Councilmembers were present, with Councilmember Keith Huffaker participating via phone.

2. Consent Items

Motion by Councilmember Mark Kulaas to approve agenda, vouchers, and minutes from previous meetings and for City Council to adopt Resolution No. 2020-10 to approve the reappointment of Alan Beidler to the Housing Authority of Chelan County and City of Wenatchee Board for an additional three-year term ending April 2023. Motion seconded by Councilmember Jim Bailey. Motion carried (7-0).

3. Action Items

- A. Adoption of Resolution No. 2020-11 to ratify actions related to COVID-19

Executive Services Director Laura Merrill presented the staff report. Council asked questions.

Motion by Councilmember Linda Herald for City Council to adopt Resolution No. 2020-11 to ratify the following actions that have occurred under the Mayor's authority under the Emergency Proclamation for COVID-19 including revising the adjusted hours for the Finance Department from 9:00 a.m. to 4:30 p.m.; closing and or fencing off of playgrounds and picnic shelters, removing certain equipment, and installing signage related to the closed facilities and social distancing at the City's parks and trails; and providing financial relief to the Wenatchee Community Center tenants from their lease payments during the period of the emergency closure. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).

- B. Amendment to the Agreed Order with the Washington Department of Ecology for Gold Knob Prospect Site also known as Saddle Rock Park

Capital Projects Manager Charlotte Mitchell presented the staff report. Council asked questions.

Motion by Councilmember Jim Bailey for City Council to authorize the Mayor to sign Amendment 1 to the Agreed Order No. DE 15823 between the City of Wenatchee and State of Washington Department of Ecology for the Gold Knob Prospect site also known as Saddle Rock Park. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

- C. LocalTel has approached the City with the desire to provide free Wi-Fi to park visitors at Kiwanis Methow Park at no expense to the City

Capital Projects Manager Charlotte Mitchell presented the staff report. Council asked questions.

Motion by Councilmember Travis Hornby for City Council to authorize the Mayor to sign an Agreement with LocalTel to provide free Wi-Fi to park visitors at Kiwanis Methow Park at no expense to the City. Councilmember Ruth Esparza seconded the motion. Motion carried (7-0).

- D. City Project 1805 – Ninth Street Parking Lot Authorization to Award Construction Contract

Engineering Services Manager Jacob Huylar (via phone) and Public Works Director Rob Jammerman presented the staff report. Council asked questions.

Motion by Councilmember Ruth Esparza for City Council to award the construction contract for the Ninth Street Parking Lot, Project No. 1805, to J&K Earthworks LLC in the amount of \$551,580.91 and authorize the Mayor to sign the contract documents. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

- E. 2020 Pavement Preservation, City Project #1913 Authorization to Award Construction Contract in the amount of \$3,027,649.00

Project Engineer Jake Lewing (via phone) and Public Works Director Rob Jammerman presented the staff report. Council asked questions.

Motion by Councilmember Mark Kulaas City Council award the contract for the construction of the 2020 Pavement Preservation, Project 1913, to Central Washington Asphalt, in the amount of \$3,027,649.00 and authorize the Mayor to sign the construction contract documents. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

- F. 2020 Pavement Preservation, City Project 1913 Supplement #4 to Agreement with Perteet

Project Engineer Jake Lewing (via phone) and Public Works Director Rob Jammerman presented the staff report. Council asked questions.

Motion by Councilmember Travis Hornby for City Council to approve of and authorize the Mayor to execute Supplement #4 with Perteet for construction inspection services for the 2020 Pavement Preservation (Project No. 1913). Councilmember Jim Bailey seconded the motion. Motion carried (7-0).

- G. City Project 1915 – Miller School Zone and Okanogan Crossing Improvements Authorization to Award Construction Contract

Engineering Services Manager Jacob Huylar (via phone) and Public Works Director Rob Jammerman presented the staff report. Council asked questions.

Motion by Councilmember Jose Cuevas for City Council award the construction contract for the Miller School Zone and Okanogan Crossing Improvements, Project No. 1915, to Golden Gate Electric in the amount of \$96,684.00 and authorize the Mayor to sign the contract documents. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

- H. The Community Development Block Grant (CDBG) COVID-19 Funding from the U.S. Department of Housing & Urban Development (HUD)

Housing & Community Planner Brooklyn Holton (via phone) and Community Development Director Glen DeVries presented the staff report. Council asked questions and discussed. Mayor Kuntz, Laura Merrill, Glen DeVries, Brooklyn Holton, and Councilmember Travis Hornby will meet and provide recommendations at the next City Council meeting.

- I. The Community Development Block Grant (CDBG) 2020-2024 Consolidated Plan (Con Plan) and the potential high level focus areas and funding priorities

Housing & Community Planner Brooklyn Holton (via phone) and Community Development Director Glen DeVries presented the staff report. Council asked questions and discussed. The next step is a heavy community engagement process to get feedback on project ideas and focus areas. Glen DeVries will follow up with HUD concerning their interpretation of code enforcement, as that has provided a great benefit to our community and Council would like to see that continue through a portion of CDBG.

4. Reports

- a. Mayor's Report.

- (1) The Public Works/Economic Development committee met this week;
- (2) He has held regular phone meetings with department heads;
- (3) The consensus regarding the 4th of July celebration is that there will still be a fireworks show, but no large crowds or entertainment at the park;
- (4) Financially, the city is still okay considering the economic downturn and business closures due to COVID-19;
- (5) Our public works crews have been busy with a sewer project on Second Street, street sweeping, weed spraying, mowing, etc.
- (6) Plexiglass shields are being installed for front counter staff;
- (7) He has been receiving a lot of emails in response to COVID-19.

- b. Reports/New Business of Council Committees. None.

5. Adjournment. With no further business the meeting adjourned at 6:58 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Charlotte Mitchell, Capital Projects Manager
Parks, Recreation, and Cultural Services

MEETING DATE: May 14, 2020

I. SUBJECT

Final Acceptance for Hale Skate Park Project

II. ACTION REQUESTED

Staff recommends the City Council accept the work performed by the contractor Grindline Skateparks, on City Project No. 16-1666 – Hale Skate Park, and further authorize the Mayor to sign the Final Contract Voucher.

III. OVERVIEW

This project constructed a skate park at Hale Park with an 8' deep apple shaped bowl, a shallower bowl, and a street course. The project was awarded to Grindline Skateparks to design and construct on December 6, 2018. Design, including three public meetings, were conducted over the winter of 2018-2019. Construction started May 20, 2019 and was physically complete September 13, 2019.

A final contract voucher was brought to council for approval on December 12, 2019. However, the contractor discovered after that date that they had failed to send the city the final invoice for the project. This corrected final contract voucher today includes the final payment in the contract amount.

IV. FISCAL IMPACT

None, this project came in at exactly the budgeted amount.

V. REFERENCE(S)

1. Final Contract Voucher

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director



**City of Wenatchee
Department of Public Works**

**Final Contract
Voucher Certificate**

Contractor Gindline Skateparks LLC			
Street Address 4619 14th Ave SW			
City Seattle	State WA	Zip 98106	Date 05/05/2020
City Project Number #16-1666	Federal-Aid Project Number N/A	Highway Number N/A	
Job Description (Title) Hale Skate Park			
Date Work Physically Completed 09/13/2019		Final Amount \$279,672.00	

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.

Micah Shapiro

Contractor Authorized Signature Required

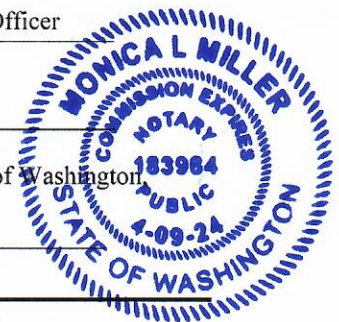
Micah Shapiro, Chief Executive Officer
Type Signature Name

Subscribed and sworn to before me this 6th day of May 20 20

X *[Signature]*

Notary Public in and for the State of Washington

residing at Seattle, Washington



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



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Charlotte Mitchell, Capital Projects Manager
Parks, Recreation, and Cultural Services

MEETING DATE: May 14, 2020

I. SUBJECT

Final Acceptance for Kiwanis Methow Park Improvements Project

II. ACTION REQUESTED

Staff recommends the City Council accept the work performed by the contractor KRCI, on City Project No. 16-1665 – Kiwanis Methow Park, and further authorize the Mayor to sign the Final Contract Voucher.

III. OVERVIEW

This project rehabilitated Kiwanis Methow Park. Improvements include a kiosk, restroom building, additional play equipment, an artificial turf soccer court, a half basketball court, skate features, a mosaic, a plaza, community garden plots, irrigation, and landscaping. The project was awarded to KRCI, LLC for construction on April 25, 2019. Construction started June 3, 2019 and was physically complete March 13, 2020.

IV. FISCAL IMPACT

This project came in 5.4% over the 2020 budgeted amount. An overage was discussed at the April 25, 2019 Finance committee and City Council. The City Council agreed at that time to use money from the general fund to make up the difference.

V. REFERENCE(S)

1. Final Contract Voucher

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director



**City of Wenatchee
Department of Public Works**

**Final Contract
Voucher Certificate**

Contractor KRCI, LLC			
Street Address 125 SE MCGEE ST			
City EAST WENATCHEE	State WA	Zip 98802	Date 05/05/2020
City Project Number #16-1665	Federal-Aid Project Number N/A	Highway Number N/A	
Job Description (Title) KIWANIS METHOW PARK IMPROVEMENTS			
Date Work Physically Completed 03/13/2020		Final Amount \$2,781,172.07	

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.

**SUSAN KING
Notary Public
State of Washington
My Commission Expires
May 25, 2022**

[Handwritten Signature]

Contractor Authorized Signature Required

PAT KING

Type Signature Name

Subscribed and sworn to before me this 5th day of MAY 20 20

X *[Handwritten Signature]* Notary Public in and for the State of Washington,

residing at Eastmont Ave, East Wenatchee Wa 98802

City of Wenatchee

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

X _____
Mayor/or Designee

Date of Acceptance



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Charlotte Mitchell, Capital Projects Manager
Parks, Recreation, and Cultural Services

MEETING DATE: May 14, 2020

I. SUBJECT

Final Acceptance for Saddle Rock Phase 1 Interim Action Project

II. ACTION REQUESTED

Staff recommends the City Council accept the work performed by the contractor DW Excavating, on City Project No. 1232 – Saddle Rock Phase 1 Interim Action, and further authorize the Mayor to sign the Final Contract Voucher.

III. OVERVIEW

This project removed 11,901 tons of waste rock containing elevated levels of arsenic from a total of four locations on the lower half of the Saddle Rock trail property. Three adits (horizontal mine access holes) were sealed. The areas were then graded back to blend with original topography and seeded. The project was awarded to DW Excavation on August 8, 2019. Construction of Phase 1 started September 16, 2019 and was physically complete November 12, 2019.

IV. FISCAL IMPACT

Phase 1 construction over ran by approximately \$83,000 due to the fact that there was more waste rock removed during construction than anticipated in design. This over-run will be reimbursed by phase 2 funding after that grant agreement is signed. Phase 1 and Phase 2 are included within a single capital budget sheet so there is no need for a budget amendment.

V. REFERENCE(S)

1. Final Contract Voucher

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
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 05/06/2020
City Project Number #1232	Federal-Aid Project Number N/A	Highway Number N/A	
Job Description (Title) Saddle Rock Phase I Interim Removal Action			
Date Work Physically Completed 11/12/2019		Final Amount \$361,772.27	

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 6th day of May 20 20

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 Chelan Douglas Community Action Council has made essential contributions to individuals and families across this region by creating economic opportunities and strengthening communities; and

WHEREAS, Community Action is a robust state and local force connecting people to life changing services and creating pathways to prosperity in 99% of all American counties; and

WHEREAS, Community Action builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities and stable homes; and

WHEREAS, Community Action promotes community-wide solutions to challenges throughout our cities, and

WHEREAS, Community Action delivers innovative services and supports that create greater opportunities for families and children to succeed; and

WHEREAS, Community Action insists on community participation and involvement ensuring that all sectors of the community have a voice and will be heard; and

WHEREAS, Community Action is celebrating 56 years of innovation, impact, and providing proven results for residents throughout Chelan and Douglas Counties.

NOW, THEREFORE, I, Frank J. Kuntz, Mayor of the City of Wenatchee, do hereby proclaim May 2020 as Community Action Month in recognition of the hard work and dedication of the Chelan Douglas Community Action Council.



IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on this 14th day of May, 2020.

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

FRANK J. KUNTZ, Mayor



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Brad Posenjak, Finance Director
Finance Department

MEETING DATE: May 14, 2020

I. SUBJECT

Amend the City's current Utility Assistance Program to increase assistance limit from \$100 to \$300 until the end of 2020.

II. ACTION REQUESTED

Staff requests that City Council approve Resolution #2020-15 amending and restating the Utility Assistance Program guidelines pursuant to WCC 9.02.010.

III. OVERVIEW

Beginning January 1, 2018, the City implemented a temporary Utility Assistance Program to help protect low income residential customers that could face difficulties after utility rate increases were approved. This program was administered through a contract with the Community Action Council to screen individual eligibility. Income eligibility was defined as customers who are at or below 88% of the Section 8 Housing Area Median Income. Eligible customers were able to receive an annual \$100 credit against their utility bill. At the inception of this program \$100,000 was set aside for assistance and administrative fees. After 28 months of this program, just over \$12,000 in credits have been applied to 121 customer accounts.

In light of the current COVID-19 economic situation, water shut off and late penalties have been postponed, and an unprecedented number of customers are falling behind on their utility payments. By the time the City gets back to normal operations, these customers could have balances well over \$500 and will need more than \$100 to catch up. With an increase to \$300 per customer, the City could still help 240 City customers who are financially struggling.

IV. FISCAL IMPACT

The City previously committed and set aside funds for the Utility Assistance Program. Based on historic usage of the program, the City would probably have left \$65,000 unspent at the end of 2020. If this is adopted, it is likely that most of the remaining committed funds will be used.

VI. REFERENCES

1. Resolution 2020-15
2. Resolution 2020-15, Exhibit "A", Utility Assistance Guidelines

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Rob Jammerman, Public Works Director

RESOLUTION NO. 2020-15

A RESOLUTION, amending and restating the Utility Assistance Program guidelines relative to WCC 9.02.010(7).

WHEREAS, on November 16, 2017, the City Council enacted Wenatchee City Code Section 9.02.010(7) providing for a Utility Assistance Program which directed the Finance Department to develop and maintain policies and procedures to manage the Program within certain guidelines; and

WHEREAS, the Utility Assistance Program was by its own terms set to terminate on December 31, 2020; and

WHEREAS, the economy has slowed as a result of the closing of non-essential businesses by Governor Inslee's Stay Home-Stay Safe Proclamation 20-25 related to the COVID-19 outbreak; and

WHEREAS, many City residents have had difficulty making their city utility payments since Governor Inslee's Stay Home-Stay Safe Proclamation 20-25 was issued on March 18, 2020; and

WHEREAS, the Mayor declared an emergency within the City of Wenatchee on March 26, 2020; and

WHEREAS, the City Council desires to provide additional utility assistance from the date of the Mayor's emergency proclamation to the end of the Utility Assistance Program on December 31, 2020.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Wenatchee, as follows:

SECTION I

That the amended and restated Utility Assistance Program guidelines attached hereto as Exhibit "A" shall be and hereby are adopted as the policies and procedures to manage the Utility Assistance Program of the City of Wenatchee pursuant to WCC 9.02.010(7).

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 L. STANGER, City Clerk

APPROVED

By: _____
STEVE D. SMITH, City Attorney

EXHIBIT "A"

UTILITY ASSISTANCE PROGRAM

Program Guidelines

The City Council created a Utility Assistance Program (UAP) under Wenatchee City Code 9.02.010(7) to provide assistance to qualifying single family low income residential utility customers. The UAP guidelines are:

1. Customers must apply for the Utility Assistance Program through the Chelan-Douglas Community Action Council (CAC). The CAC will determine eligibility using the criteria below,
 - The utility account must be in the customer's name and the customer must reside at the service address,
 - Low income is defined as 88% of Section 8 Housing Median Household Income for the number in the household. This qualification must be reviewed and renewed annually,
 - Customers are eligible for this program no more than once every 12 months,
 - Customers' receiving the City's senior/disabled discount do not qualify for this UAP,
2. Outside donations to the program will be accepted,
3. The utility system(s) will provide \$100,000 to the UAP. If the UAP assistance and administrative expenses exceed the \$100,000 plus any outside donated funds, the UAP will be suspended until funds may be replenished.
4. From the date of the Mayor's emergency proclamation on March 18, 2020 to December 31, 2020, individual assistance is limited to \$300 every twelve (12) months per household.

These guidelines may change as the program matures and needs are re-evaluated.



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Elisa Webb, Facilities Manager
Aaron Kelly, Operations Manager
Public Works Department

MEETING DATE: May 14, 2020

I. SUBJECT

ARC Contract Amendment No. 2 and No. 3 to the Professional Service Agreement for Wenatchee City Hall with ARC Architects

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to sign Contract Amendment No. 2 and No. 3 to the Professional Services Agreement for Wenatchee City Hall on behalf of the City with ARC Architects for additional design services for the Wenatchee City Hall – Project No. 1716.

III. OVERVIEW

The City of Wenatchee is under contract with ARC Architects to design the redevelopment of the Wenatchee City Hall site. Together with their engineering consultants, ARC has completed 99% of their design requirements. In design review, the City requested ARC increase the scope of work for two consultants, BRC Acoustics & Audiovisual Design and Pacific Engineering.

BRC Acoustics & Audiovisual Design added additional services to their design scope to provide the necessary Room Scheduling touch panels that integrate with our internal email/scheduling platform. BRC also added AV systems for the conference room, teaming rooms, quiet rooms and lounge not previously included in their proposal.

Pacific Engineering added scope of work to their original design proposal in an effort to address the art mound removal and then redesigning to have the mounds remain in place. During the design, the City requested parking stalls to accommodate full-depth perpendicular stalls to the extent feasible, which required the relocation of an existing landscape wall that was not accounted for in the original proposal. The storm water management and grading design also created significant out of scope design efforts after the City determined the site required treatment best management practices vs. mechanical storm filters.

IV. FISCAL IMPACT

Contract Amendment No. 2 to the PSA for Wenatchee City Hall with ARC Architects is for \$7,130.00 and Contract Amendment No. 3 to the PSA for Wenatchee City Hall with ARC Architects is for \$6,580.00. Audiovisual and site design are incorporated into the Wenatchee City Hall Renovation project budgeting.

V. PROPOSED PROJECT SCHEDULE

Renovation is tentatively scheduled to begin in September 2020

VI. REFERENCE(S)

1. Contract Amendment No. 3 to the Professional Service Agreement for Wenatchee City Hall with ARC Architects, dated May 14, 2020
2. Contract Amendment No. 2 to the Professional Service Agreement for Wenatchee City Hall with ARC Architects, dated May 14, 2020
3. Contract Amendment No. 1 to the Professional Service Agreement for Wenatchee City Hall with ARC Architects, dated April 29, 2019
4. ARC Architects Consultant Agreement dated February 19, 2019

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director
Rob Jammerman, Public Works Director



CONTRACT AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WENATCHEE CITY HALL

This Contract Amendment No. 2 dated this 14th day of May, 2020, is entered into by and between the City of Wenatchee, a municipal corporation, herein called the "City," and ARC Architects, hereinafter the "Consultant":

WHEREAS, the City entered into a Professional Services Agreement ("Agreement") with the Consultant on February 19, 2019 for professional architectural & engineering services on the Wenatchee City Hall Project; and

WHEREAS, the City now desires to retain the services of the Consultant to perform additional professional services and/or extend the time for performance; and

WHEREAS, the Consultant is qualified, willing, and able to provide and perform the services, if any, as described in this Contract Amendment No. 2; and

WHEREAS, the services to be performed by the Consultant are temporary in duration.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and of the Professional Services Agreement, and the Request for Additional Funds to be kept, performed, and fulfilled by the respective parties hereto, it is mutually agreed as follows:

I. SERVICES BY CONSULTANT

All services and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely in accordance with professional standards of conduct and performance. The Consultant agrees to accomplish additional services as described in Exhibits A.

II. COMPENSATION

- A. Compensation for completion of the additional services, if any, shall not exceed \$ 7,130.00, as described in Exhibits A.
- B. The total contract amount, including the Professional Services Agreement for \$824,988.00 and Contract Amendment No. 2 for \$7,130.00, is \$832,118.00.
- C. The above fees include all labor, materials, and expenses for completion of the work.

III. EXTENT OF AGREEMENT/MODIFICATION

The Professional Services Agreement, together with Contract Amendments No. 1 and No. 2, represent the entire and completely integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements either written or oral. Except as modified herein, all provisions within the Agreement shall remain in full force and effect for the services provided under this Amendment. Additional amendments, modifications, or additions to the Agreement may only be made by written instrument properly signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment No. 1 on the dates written below:

CONSULTANT:

CITY OF WENATCHEE:

By: _____

By: _____

Print Name: _____

Frank Kuntz, Mayor

Date: _____

Date: _____

EXHIBIT A

05/04/2020

Attn: Elisa Webb, City of Wenatchee Facilities Manager
Submitted via e-mail to EWebb@WenatcheeWA.Gov



RE: Wenatchee City Hall (WCH) - Amendment #2: Additional AV

Dear Elisa:

ARC Architects is pleased to submit our fee proposal for *Amendment #2 - Additional Audio/Video Design* for the Wenatchee City Hall project, which will amend our existing Consultant's Agreement dated 2/19/2019.

The Design Team's total proposed fee for this study is **\$7,130** including reimbursable expenses, and our services will be billed on an hourly basis.

Fee Proposal Overview

This enclosed Exhibit A provides both team summarized and individual team member scopes of services and fees for ARC and our individual consultant team members for this project, and also includes 2019 hourly billing rate tables for all team members. The project design team is currently limited to ARC Architects (Architect) and BRC (Acoustical Engineer).

Project Understanding

See attached scope of services from BRC.

The duration of services is assumed to be completed prior to 100% Bid Documents for the City Hall project.

Sincerely,

Jeff Wandasiewicz | Principal, AIA
ARC Architects
D: (206) 900-0326

Attachments:

Exhibit A:

ARC Cover Letter, Standard Billing Rate Schedule 2019, Standard Reimbursable Expenses,
Design Team Fee Proposal, ARC Sub-consultant Proposal(s)

EXHIBIT A

ARC Architects

Hourly Billing Rates Schedule 2020

All rates are reviewed annually each January

CLASSIFICATION	\$/HOUR
Consulting Principal	\$180
Managing Principal/Project Manager	\$160
Architect PM L/8+	\$145
Project Manager 8+	\$135
Architect PM L/6+	\$130
Project Manager 6+	\$130
Architect Designer L/3-5	\$130
Staff Designer AS- L1 3-5	\$110
Recent College Graduate w/ Experience	\$100
Recent College Graduate no Experience	\$90
Intern	\$90
Administration	\$90

EXHIBIT A

**Wenatchee City Hall
Amendment #2 - Additional AV
ARC Architects**

5/4/2020

FEE SUMMARY				remarks
	fee	mark-up	subtotal	
Architect			\$1,025	ARC Architects
AV	\$5,550	1.1	\$6,105	Pacific Engineering
Reimbursable Expenses	\$0	1.1	\$0	
Fee Proposal			\$7,130	

2019 ARC BILLING RATES

principal / project manager (PM)	\$160
Project Manager 8+ (PA)	\$135
Recent College Graduate w/ Experience (EP)	\$100

Conceptual Study	PM	PA	EP	remarks
<u>In-house management</u>				
team coordination / contracting	2	3	3	
Hours Total	2	3	3	
Hourly Rate	\$160	\$135	\$100	
Subtotals	\$320	\$405	\$300	
			\$1,025	ARC fee minus reimbursables

April 13, 2020

Jeff Wandasiewicz
ARC Architects
119 S Main St, Suite 200
Seattle, WA 98104-2579

*Re: Additional AV Design Services
Wenatchee City Hall*

Dear Jeff:

Thank you for requesting this proposal for additional AV systems design for the Wenatchee City Hall project.

We propose to provide the following additional services per your verbal / email notice to proceed on April 9, 2020:

Audiovisual Systems Design

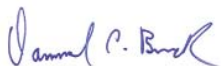
1. Provide details and design elements for Room Scheduling touch panels that integrate to the existing Microsoft Outlook / Exchange / 365 systems.
2. Provide AV systems design for conference room, team room, QR room, and lounge.

Fees

We propose to provide the services noted above for a fixed fee of \$5,550.00.

Thank you again for requesting this proposal. We look forward to working with you.

Sincerely yours,
BRC Acoustics and Audiovisual Design



Daniel C. Bruck, Ph.D.
President, LEED AP BD+C



CONTRACT AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WENATCHEE CITY HALL

This Contract Amendment No. 3 dated this 14th day of May, 2020, is entered into by and between the City of Wenatchee, a municipal corporation, herein called the "City," and ARC Architects, hereinafter the "Consultant":

WHEREAS, the City entered into a Professional Services Agreement ("Agreement") with the Consultant on February 19, 2019 for professional architectural & engineering services on the Wenatchee City Hall Project; and

WHEREAS, the City now desires to retain the services of the Consultant to perform additional professional services and/or extend the time for performance; and

WHEREAS, the Consultant is qualified, willing, and able to provide and perform the services, if any, as described in this Contract Amendment No. 3; and

WHEREAS, the services to be performed by the Consultant are temporary in duration.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and of the Professional Services Agreement, and the Request for Additional Funds to be kept, performed, and fulfilled by the respective parties hereto, it is mutually agreed as follows:

I. SERVICES BY CONSULTANT

All services and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely in accordance with professional standards of conduct and performance. The Consultant agrees to accomplish additional services as described in Exhibits A.

II. COMPENSATION

- A. Compensation for completion of the additional services, if any, shall not exceed \$ 6,580.00, as described in Exhibits A.
- B. The total contract amount, including the Professional Services Agreement for \$832,118.00 and Contract Amendment No. 3 for \$6,580.00, is \$838,698.00.
- C. The above fees include all labor, materials, and expenses for completion of the work.

III. EXTENT OF AGREEMENT/MODIFICATION

The Professional Services Agreement, together with Contract Amendments No. 1, No. 2, and No. 3 represent the entire and completely integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements either written or oral. Except as modified herein, all provisions within the Agreement shall remain in full force and effect for the services provided under this Amendment. Additional amendments, modifications, or additions to the Agreement may only be made by written instrument properly signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment No. 1 on the dates written below:

CONSULTANT:

CITY OF WENATCHEE:

By: _____

By: _____

Print Name: _____

Frank Kuntz, Mayor

Date: _____

Date: _____

EXHIBIT A

05/05/2020

Attn: Elisa Webb, City of Wenatchee Facilities Manager
Submitted via e-mail to EWebb@WenatcheeWA.Gov



RE: Wenatchee City Hall (WCH) - Amendment #3: Additional Civil

Dear Elisa:

ARC Architects is pleased to submit our fee proposal for *Amendment #3 - Additional Civil Design* for the Wenatchee City Hall project, which will amend our existing Consultant's Agreement dated 2/19/2019.

The Design Team's total proposed fee for this study is **\$6,580** including reimbursable expenses, and our services will be billed on an hourly basis.

Fee Proposal Overview

This enclosed Exhibit A provides both team summarized and individual team member scopes of services and fees for ARC and our individual consultant team members for this project, and also includes 2020 hourly billing rate tables for all team members. The project design team is currently limited to ARC Architects (Architect) and Pacific (Civil Engineer).

Project Understanding

See attached scope of services from Pacific.

The duration of services is assumed to be completed prior to 100% Bid Documents for the City Hall project.

Sincerely,



Jeff Wandasiewicz | Principal, AIA
ARC Architects
D: (206) 900-0326

Attachments:

Exhibit A:

ARC Cover Letter, Standard Billing Rate Schedule 2019, Standard Reimbursable Expenses,
Design Team Fee Proposal, ARC Sub-consultant Proposal(s)

EXHIBIT A

ARC Architects

Hourly Billing Rates Schedule 2020

All rates are reviewed annually each January

CLASSIFICATION	\$/HOUR
Consulting Principal	\$180
Managing Principal/Project Manager	\$160
Architect PM L/8+	\$145
Project Manager 8+	\$135
Architect PM L/6+	\$130
Project Manager 6+	\$130
Architect Designer L/3-5	\$130
Staff Designer AS- L1 3-5	\$110
Recent College Graduate w/ Experience	\$100
Recent College Graduate no Experience	\$90
Intern	\$90
Administration	\$90

EXHIBIT A

**Wenatchee City Hall
Amendment #3 - Additional Civil
ARC Architects**

5/5/2020

FEE SUMMARY				remarks
	fee	mark-up	subtotal	
Architect			\$1,025	ARC Architects
AV	\$5,000	1.1	\$5,500	Pacific Engineering
Reimbursable Expenses	\$50	1.1	\$55	Pacific Engineering
Fee Proposal			\$6,580	

2019 ARC BILLING RATES

principal / project manager (PM)	\$160
Project Manager 8+ (PA)	\$135
Recent College Graduate w/ Experience (EP)	\$100

Conceptual Study	PM	PA	EP	remarks
<u>In-house management</u>				
team coordination / contracting	2	3	3	
Hours Total	2	3	3	
Hourly Rate	\$160	\$135	\$100	
Subtotals	\$320	\$405	\$300	
			\$1,025	ARC fee minus reimbursables



February 11, 2020
Revised May 5, 2020

Jeff Wandasiewicz, Principal
ARC Architects
119 S Main St, Suite 200
Seattle, WA 98104-2579

PROJECT: City Hall Site Improvements, Wenatchee WA
Project No. 18279CD

SUBJECT: Supplemental Civil Engineering Fee Proposal

Dear Jeff,

This proposal supplements the existing Civil Engineering Fee Proposal revised February 8, 2019, adding design services as follows.

BACKGROUND

ART MOUND REVISION

The decision to retain the art mound feature required significant rework to the parking lot design beyond the timeframe when that change could be accommodated efficiently. I.e., the Construction Documents phase had commenced when the decision to retain the art-mound feature was made.

LANDSCAPE WALL RELOCATION

To maximize size and quantity of parking of stalls, the Owner requested full depth 90-degree stalls (to the extent feasible) which required relocating the existing landscape wall. This design effort was not included in the original scope and required significant out of scope design effort.

STORMWATER MANAGEMENT AND GRADING DESIGN

In an effort to meet the original design budget, design of stormwater management facilities beyond mechanical cartridge style filters (e.g. storm filters) was specifically excluded from the design scope. At the pre-application meeting, City engineering staff stated that stormwater treatment thresholds were met for the entire site, and treatment best management practices would be required. Upon investigation of the site, it was determined that the existing topography and drainage system is not compatible with storm filters without significant construction expense. The most economical approach to meeting the City's stormwater requirements included the shared use of the existing landscape islands with stormwater treatment best management practices. This required significant out of scope design effort beyond what was originally anticipated including stormwater modeling, facility sizing, grading design/detailing, and documentation.

SCOPE OF WORK

ADDITIONAL SITE GRADING AND DRAINAGE DESIGN

- Revise design to accommodate preservation of Art-Mound feature.
- Prepare design for relocation of existing landscape wall to implement full-depth perpendicular stalls to the extent feasible.
- Implement bio-infiltration best management practice (BMP) for stormwater management, including performing additional grading and drainage design to meet City requirements.

EXCLUSIONS

Exclusions contained in the original proposal (other than specifically added by this scope of work) are unchanged by this supplement.

FEE PROPOSAL

These services will be provided on a fixed fee basis in accordance with the following schedule:

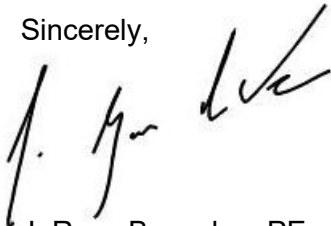
DESCRIPTION		FEE
1.	Additional Site Grading and Drainage Design	\$5,000.00
TOTAL		\$5,000.00^(1, 2)

FOOTNOTES

1. The proposed fee is based on the scope of work outlined, through construction documents. Changes in scope or additional requested items will be invoiced on a time and expense basis, in accordance with the attached fee schedule, with an estimate of additional fees to be approved before additional work commences. Work will be invoiced utilizing the fee schedule current to the year in which services are performed. Our 2020 Fee Schedule is attached.
2. Reimbursable expenses including mileage, reproductions, and postage are in addition to above fees and are estimated at \$50 which includes a 15% markup rate.

Thank you for the opportunity to work with you on this project. Please review the above information and call if you have any questions or need additional information.

Sincerely,



J. Ryan Brownlee, PE
Senior Civil Engineer

Attachment 1 – 2020 Fee Schedule



2020 FEE SCHEDULE

DESCRIPTION	HOURLY RATE
SENIOR CIVIL ENGINEER	\$174
SENIOR STRUCTURAL ENGINEER	\$174
SENIOR PROFESSIONAL ENGINEER	\$160
STRUCTURAL ENGINEER	\$160
PROFESSIONAL ENGINEER III	\$155
PROFESSIONAL ENGINEER II	\$145
PROFESSIONAL ENGINEER I	\$120
ENGINEER IN TRAINING II	\$95
ENGINEER IN TRAINING I	\$90
TECHNICIAN IV	\$110
TECHNICIAN III	\$105
TECHNICIAN II	\$100
TECHNICIAN I	\$95
PROJECT ADMINISTRATOR / FUNDING SPECIALIST	\$80
SECRETARY / ADMINISTRATION	\$55
EXPENSES: COST +15%	

SENIOR CIVIL ENGINEER – Senior Level Licensed Civil Engineer
 SENIOR STRUCTURAL ENGINEER – Senior Level Licensed Structural Engineer
 SENIOR PROFESSIONAL ENGINEER – Senior Level Licensed Engineer
 STRUCTURAL ENGINEER – Licensed Structural Engineer
 PROFESSIONAL ENGINEER III – Level 3 Licensed Engineer
 PROFESSIONAL ENGINEER II – Level 2 Licensed Engineer
 PROFESSIONAL ENGINEER I – Level 1 Licensed Engineer
 ENGINEER IN TRAINING II – Engineer in Training
 ENGINEER IN TRAINING I – Entry Level Engineer in Training
 TECHNICIAN IV – Level 4 Technician
 TECHNICIAN III – Level 3 Technician
 TECHNICIAN II – Level 2 Technician
 TECHNICIAN I – Level 1 Technician
 PROJECT ADMINISTRATOR / FUNDING SPECIALIST – Senior Level Specialist
 SECRETARY / ADMINISTRATION – Unlicensed Assistant



200 South Columbia Street, Suite 300
Wenatchee, WA 98801
P 509.662.1161 F509.663.8227

Invoice Date April 30, 2020
Invoice Number 30335

INVOICE

Invoice submitted to:		In Reference to:	
ARC Architects 119 S. Main St., Ste. 200 Seattle, WA 98104-2579		18279CA Client 1544 City Hall Site Improvements Project No.: 2019007.000 Design of Civil Site Improvements including Frontage EXPENSE NARRATIVE: Performed out of scope services including design of access revisions (to retain art-mound), landscape retaining wall to expand parking, and additional stormwater and grading.	
Previous Balance:	Payments:	Current Invoice	Total Balance Due:
		\$5,000.00	\$5,000.00

Professional Services:

	<u>Hours</u>	<u>Rate</u>	
Secretary/Administration	0.25	\$50.00/hr	\$12.50
Senior Civil Engineer	26.25	\$174.00/hr	\$4,567.50
Technician III	4.00	\$105.00/hr	\$420.00
Total Professional Services Rendered:			\$5,000.00

Balance Due **\$5,000.00**

We accept Visa and MasterCard

Current	30 days	60 days	90+ days	Total
\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Charlotte Mitchell, Capital Projects Manager
Parks, Recreation, and Cultural Services

MEETING DATE: May 14, 2020

I. SUBJECT

Grant agreement no. TCPRA-1921-Wenatc-00073 for Saddle Rock Phase 2 Interim Action

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to sign Grant agreement no. TCPRA-1921-Wenatc-00073 for Saddle Rock Phase 2 Interim Action between the City of Wenatchee and State of Washington Department of Ecology for the Gold Knob Prospect site also known as Saddle Rock Park.

III. OVERVIEW

Saddle Rock is a landmark in the Wenatchee Valley and has been a popular destination for hikers, bicyclists and horseback riders for decades. In 2011, the City of Wenatchee completed the purchase of the property with the assistance and support of the Chelan-Douglas Land Trust, Washington State Recreation Conservation Office and local citizens. The City of Wenatchee dedicated the property as the Saddle Rock Regional Park on July 16, 2011.

The 325 acre property was previously owned by the Washington Department of Natural Resources (DNR) for over 100 years. Based on DNR records, it received small mining lease payments from 1891 to 1989. In connection with due diligence, a Phase I Environmental Assessment indicated possible mining waste rock sites created during DNR ownership and arsenic concentrations exceeding Model Toxics Control Act (MTCA) standards. Decades of public use without oversight has also led to severe erosion problems and habitat deterioration.

The Washington Department of Ecology (Ecology) conducted an initial investigation of the site in the spring of 2011. Waste rock samples from six sites along with soil samples from surrounding areas were collected to compare the concentration of metals in waste rock to background concentrations. Analysis indicated significant arsenic concentrations in the indigenous materials and two additional areas were identified for further testing. Laboratory analysis of the materials confirmed arsenic concentrations exceeding the MTCA standards.

In 2012 the City received an integrated planning grant from the Department of Ecology through which a remedial investigation (RI), cultural resources report and feasibility study (FS) for cleanup was prepared. The RI report identified and estimated 6,045 cubic yards of waste rock that were impacted above MTCA standards. The constituents of concern included arsenic, mercury, selenium, silver, and barium. Arsenic was detected above the screening level of 14.4 mg/kg in all waste rock samples, whereas the other constituents of concern were not always present at concentrations above their respective screening levels. Contaminated shallow soils were identified downslope of the waste rock piles.

The resulting preferred response alternative involved the excavation, transportation and disposal of waste materials at a permitted, lined and monitored landfill and sealing any open adits (horizontal mining access holes). New temporary haul road(s) will be constructed and existing roads improved for equipment access. Downslope areas and portions of haul roads will be restored using the seeding of native grasses.

The remaining haul roads will be restored to include drainage and surface improvements. Due to the size of the documents, the Remedial Investigation Report Feasibility Study Report, Technical Memorandum have not been included with this agenda report, but are available if desired.

Ecology indicated the cleanup was to be divided between Phase 1 (lower four waste rock areas) and Phase 2 (upper one to two waste rock areas). The phasing occurred due to funding considerations and since the lower four waste rock piles contained approximately 87% percent of the materials to be removed and are significantly easier to reach than the Phase 2 waste rock areas. Note that all areas of the site are on land with significant slopes.

Funding for the project has come partially through grants from the State of Washington as administered by Ecology's Toxics Cleanup Program (TCP). Applications for MCTA grants began in 2013. A \$900,000 MCTA grant for the first phase of the project was awarded and constructed in the summer/fall of 2019.

Data collection activities relating to: 1) establishing pile-specific background arsenic concentrations and 2) to determining downslope areas requiring cleanup are detailed in Technical Memorandum, Gold Knob Prospect (aka Saddle Rock Park), Establishing Site Cleanup Levels and Areas, prepared by the Department of Ecology, June 2018 as well as Interim Remedial Action Report, Saddle Rock Natural Area, Phase 1 IRA Construction Project, prepared by GeoEngineers, March 2020. These documents are not attached to this report due to their size. They are available for review upon request.

Cleanup is guided by analysis of arsenic in the field using a field x-ray fluorescentometer (XRF). After cleanup for each phase has nears completion, confirmatory laboratory analysis for all constituents of concern takes place.

Construction of Phase 1 was completed in Fall 2019. 11,901 tons of waste rock were removed from a total four locations. Three adits were sealed.

Phase 2 scope of work consists of the following:

- 1) Further delineate arsenic in bare soils (influenced by human activities) within the Phase 2 area (non-waste rock area).
- 2) Assess and identify appropriate mitigation measures for contaminated soil influenced by human activities at two waste rock pile locations.
- 3) Preliminary design and engineering cost estimate
- 4) Design report and bid package
- 5) Construction
- 6) Final Interim Remedial Action Report

The grant agreement has been reviewed by the City attorney.

IV. FISCAL IMPACT

Phase 1 construction over ran by approximately \$83,000 due to the fact that there was more waste rock removed during construction than anticipated in design. This over-run will be reimbursed by phase 2 funding after that grant agreement is signed. The phase 2 grant agreement is anticipated to be signed by both parties by early June 2020. Phase 1 and Phase 2 are included within a single capital budget sheet so there is no need for a budget amendment. Both phase 1 and phase 2 will stay within the amount in the 2020 capital budget for the Saddle Rock project.

V. PROPOSED PROJECT SCHEDULE

Once this Grant Agreement is signed by both parties, a contract for a design consultant will be brought to City Council for approval. After that contract is signed, data collection and design is planned to start June 2020. Advertisement for bids will be in the late spring of 2021 with construction in the summer of 2021.

VI. REFERENCE(S)

1. Grant agreement no. TCPRA-1921-Wenatc-0007

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director



Agreement No. TCPRA-1921-Wenatc-00073

TOXICS CLEANUP REMEDIAL ACTION GRANT PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF WENATCHEE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Wenatchee, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Gold Knob Prospects (Saddle Rock)
Total Cost:	\$1,244,445.00
Total Eligible Cost:	\$1,244,445.00
Ecology Share:	\$1,120,000.50
Recipient Share:	\$124,444.50
The Effective Date of this Agreement is:	09/01/2019
The Expiration Date of this Agreement is no later than:	06/30/2021
Project Type:	Oversight Remedial Action Grant (Not an extended grant agreement)

Project Short Description:

Gold Knob Saddle Rock Site with FSID 22496, CSID 11610 is located at 1200 Circle Street, in Wenatchee, WA. It is a community landmark that was prospected for gold between 1891 and 1989. The RECIPIENT is planning on remediating the site to restore habitat and create a sustainable outdoor recreation and education area that will attract residents and visitors to the community each year.

Project Long Description:

Gold Knob Saddle Rock Site with FSID 22496, CSID 11610 is located at 1200 Circle Street, in Wenatchee, WA. It is a local landmark in the Wenatchee Valley and has been a popular destination for hikers, bicyclists and horseback riders for decades. In 1909, the RECIPIENT proposed acquiring the property for a city park.

Agreement No: TCPRA-1921-Wenatc-00073
Project Title: Gold Knob Prospects (Saddle Rock)
Recipient Name: City of Wenatchee

In 2011, the RECIPIENT purchased the property with the assistance and support of the Chelan-Douglas Land Trust, CDLT, and local citizens. The property was dedicated as the Saddle Rock Natural Open Space on July 16, 2011. The 325 acre property was previously owned by the Washington Department of Natural Resources, DNR, for over 100 years. Based on DNR records, it received small mining lease payments from 1891 until 1989. A Phase 1 Environmental Assessment was completed and indicated mining waste rock sites were created during the DNR ownership. Decades of public use without oversight has also led to severe erosion problems and habitat deterioration. ECOLOGY conducted an initial investigation of hazardous substances at the Saddle Rock property on May 4 and 5, 2011. ECOLOGY collected waste rock samples from six sites along with soil samples from surrounding areas to compare the concentration of metals in waste rock to background concentrations, which indicated significant arsenic in the indigenous materials. Site contaminants of concern include arsenic, mercury, selenium, and silver; however arsenic concentrations above cleanup levels are much more widespread than the other site contaminants. Two additional sites were also identified for further testing. The analysis confirmed arsenic concentrations exceeding the Model Toxics Control Act (MTCA) standards. The amount of waste rock at the six sites was estimated to be 4,295 yards. The RECIPIENT received an Integrated Planning Grant from ECOLOGY in 2012 that resulted in the completion of a cultural resources investigation and report by Reiss Landreau Research in January 2013. Hart Crowser completed a Remedial Investigation and a Feasibility Study in June 2013. The preferred alternative selected by the RECIPIENT includes excavation and disposal of the waste rock piles and down gradient areas. At this time, the 30% design for the associated road work to access the waste rock has been completed. An Agreed Order (AO) has been prepared by Ecology.

The current work is for the development and implementation of a Phase 2 IRA at the Site. The Phase 1 IRA has been implemented, under Agreed Order DE 15823, dated October 25, 2018. The Phase 1 IRA consisted of excavation and offsite disposal of contaminated waste rock in areas designated SR-01, SR-02, SR-03, and SR-08 in 2019. The Phase 2 area is located above the Phase 1 area within Saddle Rock park. Phase 2 was separated from Phase 1 in order to allow the application of “lessons learned” from implementation of the Phase 1 IRA within the design of the Phase 2 IRA. The Phase 2 work includes excavation and removal of waste rock pile SR-05, and development and implementation of mitigation measures to address remaining areas with elevated metals concentrations at the Site. All work will be conducted in accordance with Agreed Order DE 15823 and any associated amendments.

Overall Goal:

The overall goal of the project is to remediate the site to restore habitat and create a sustainable, outdoor recreation and education area that will continue to attract tens of thousands of residents and visitors to the community each year for a variety of outdoor recreation and education purposes ranging from snowshoeing, to walking, running, hiking, and equestrian uses.

It will also serve as the primary outdoor education classroom in the Wenatchee Valley hosting the award winning, Shrub Steppen Up Saddle Rock, Outdoor Education Program.

Agreement No: TCPRA-1921-Wenatc-00073
Project Title: Gold Knob Prospects (Saddle Rock)
Recipient Name: City of Wenatchee

RECIPIENT INFORMATION

Organization Name: City of Wenatchee

Federal Tax ID: 91-6001291
DUNS Number: 075746545

Mailing Address: PO Box 519
Wenatchee, WA 98807-0519

Physical Address: 1350 McKittrick St, Ste A
Wenatchee, Washington 98801

Organization Email: fkuntz@wenatcheewa.gov

Contacts

Agreement No: TCPRA-1921-Wenatc-00073
 Project Title: Gold Knob Prospects (Saddle Rock)
 Recipient Name: City of Wenatchee

<p>Project Manager</p>	<p>Charlotte Mitchell Capital Projects Manager</p> <p>1350 McKittrick St, Ste A Wenatchee, Washington 98801 Email: cmitchell@wenatcheewa.gov Phone: (509) 888-6204</p>
<p>Billing Contact</p>	<p>Charlotte Mitchell Capital Projects Manager</p> <p>1350 McKittrick St, Ste A Wenatchee, Washington 98801 Email: cmitchell@wenatcheewa.gov Phone: (509) 888-6204</p>
<p>Authorized Signatory</p>	<p>Frank J. Kuntz Mayor</p> <p>129 South Chelan P.O. Box 519 Wenatchee, Washington 98807 Email: fkuntz@wenatcheewa.gov Phone: (509) 888-6204</p>

Agreement No: TCPRA-1921-Wenatc-00073
Project Title: Gold Knob Prospects (Saddle Rock)
Recipient Name: City of Wenatchee

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Toxics Cleanup
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Toxics Cleanup
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	<p>Frank Winslow</p> <p>1250 W Alder St. Union Gap, Washington 98903-0009 Email: fwin461@ecy.wa.gov Phone: (509) 454-7835</p>
Financial Manager	<p>Shanyese Trujillo</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: stru461@ecy.wa.gov Phone: (360) 407-7199</p>

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Wenatchee

By: _____

By: _____

Jim Pendowski
Toxics Cleanup
Program Manager
Date

Frank J. Kuntz
Mayor
Date

Template Approved to Form by
Attorney General's Office

SCOPE OF WORK

Task Number: 1 **Task Cost: \$50,000.00**

Task Title: GRANT AND PROJECT ADMINISTRATION - J008

Task Description:

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to administer the grant and manage project activities.

Eligible administrative costs may also include those incurred performing activities to:

- Ensure compliance with the terms of the Agreed Order/Consent Decree/AOC DE 15823 and associated AO amendments, except legal costs.
- Perform Public Involvement Activities: Plan and hold meetings and communications with the public, consultants/contractors, or ECOLOGY not billed under another task.
- Procure and manage consultants and construction contractors.
- Perform quality control and quality assurance oversight of all project elements.
- Manage the grant, develop, and maintain grant files.
- Prepare and submit payment requests, and progress reports, spending plans, or other reports.
- Conduct, coordinate, and schedule project activities described in the scope of work.
- Purchase services, supplies, tools, and equipment needed to accomplish grant tasks.

(Equipment purchases are conditionally eligible and require prior written approval by ECOLOGY's Financial Manager).

- Attend training events approved in advance, including related travel costs. (Training requires prior approval by ECOLOGY'S Financial Manager).
- Perform Environmental impact analysis.
- Perform Cost-Benefit analyses.
- Conduct research or studies relevant to multiple tasks or sites.
- Manage scientific Data, including Environmental Information Management System (EIM) submission.
- Prepare documents related to development of Agreed Order (AO), Consent Decree (CD) or amendments to an AO or CD.

Spending Plans:

The RECIPIENT shall submit a spending plan form in EAGL. The spending plan identifies the amount by quarter in which the RECIPIENT plans to bill ECOLOGY for accumulated costs through the term of the agreement.

The spending plan must be updated at least quarterly to reflect actual expenditures and projections for the remainder of grant/loan reimbursement requests. The spending plan form in EAGL must be updated with each payment request/progress report.

Travel & Per Diem:

ECOLOGY will reimburse travel costs at the state per diem rate in effect when the costs were incurred. To receive travel costs, an individual must be in travel status. Any costs incurred over the state rate will be the sole responsibility of the RECIPIENT unless an exception is provided in writing by the ECOLOGY grant financial manager prior to the costs being incurred. The RECIPIENT may bill costs related to vehicle usage at the state approved mileage rate. Any other motor pool costs, such as the cost of parking the RECIPIENT's vehicles at their own office, purchasing, repairing or maintaining vehicles are considered part of overhead and may not be direct billed to this grant.

Agreement No: TCPRA-1921-Wenatc-00073
 Project Title: Gold Knob Prospects (Saddle Rock)
 Recipient Name: City of Wenatchee

Task Goal Statement:

To manage the grant and project, and complete all administrative documentation and billings in accordance with accounting standards, the terms and conditions of the grant, the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL.

Task Expected Outcome:

Project documentation will be properly developed and maintained in accordance with the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL.

Recipient Task Coordinator: Charlotte Mitchell

GRANT AND PROJECT ADMINISTRATION - J008

Deliverables

Number	Description	Due Date
1.1	Quarterly grant payment requests/progress reports (PRPR) with proper documentation. (unless otherwise approved in advance by ECOLOGY)	
1.2	Updated spending plan form completed in EAGL with each PRPR	

Agreement No: TCPRA-1921-Wenatc-00073
Project Title: Gold Knob Prospects (Saddle Rock)
Recipient Name: City of Wenatchee

SCOPE OF WORK

Task Number: 2 **Task Cost: \$1,194,445.00**

Task Title: INTERIM OR EMERGENCY ACTIONS - J002

Task Description:

The purpose of this task is to fund the RECIPIENT’s eligible costs ECOLOGY deems reasonable and necessary to plan and perform ECOLOGY required or approved emergency or interim actions at the Site necessary to reduce potential threats to human health and the environment. These actions must be conducted in compliance with the Model Toxics Control Act and Agreed Order DE 15823 with associated amendments.

Task Goal Statement:

To reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance at the Site, or to correct a problem that could become substantially worse or cost substantially more to address if the remedial action is delayed.

Task Expected Outcome:

The interim or emergency action is protective of human health and the environment, meets MTCA cleanup standards, does not foreclose reasonable alternatives for the cleanup action or delay or supplant the cleanup process.

INTERIM OR EMERGENCY ACTIONS - J002

Deliverables

Number	Description	Due Date
2.1	Interim or Emergency Action Report	

BUDGET

Funding Distribution EG200552

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Gold Knob (Saddle Rock) Funding Type: Grant
 Funding Effective Date: 09/01/2019 Funding Expiration Date: 06/30/2021

Funding Source:

Title: Model Toxics Control Capital Account (MTCCA)

Type: State

Funding Source %: 100%

Description: Remedial action grants and loans are provided to local governments in Washington State to facilitate the cleanup of publicly owned lands contaminated with hazardous substances. Grants or Loans offered include those for initial investigations, independent cleanups, cleanups conducted under order or consent decree, safe drinking water actions, areawide groundwater investigations, and integrated planning activities. The remedial action grant and loan program was created by the Model Toxics Control Act (MTCA), Chapter 70.105D RCW. MTCA directed Ecology to adopt rules for grant and loan issuance and performance. Those rules are in Chapter 173-322A WAC, Remedial Action Grants and Loans. Funds for remedial action grants and loans come from a tax on hazardous substances. MTCA directs 25% of the tax revenue into the Model Toxics Control Capitol Account (MTCCA) and in some cases capital bond funds are provided to increase available grant funding.

Approved Indirect Costs Rate: Approved State Indirect Rate: 25%
 Recipient Match %: 10%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Gold Knob (Saddle Rock)	Task Total
INTERIM OR EMERGENCY ACTIONS - J002	\$ 1,194,445.00
GRANT AND PROJECT ADMINISTRATION - J008	\$ 50,000.00

Total: \$ 1,244,445.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Gold Knob (Saddle Rock)	10.00 %	\$ 124,444.50	\$ 1,120,000.50	\$ 1,244,445.00
Total		\$ 124,444.50	\$ 1,120,000.50	\$ 1,244,445.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal

Agreement No: TCPRA-1921-Wenatc-00073
Project Title: Gold Knob Prospects (Saddle Rock)
Recipient Name: City of Wenatchee

Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.frs.gov <http://www.frs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.frs.gov <http://www.frs.gov>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

Agreement No: TCPRA-1921-Wenatc-00073
Project Title: Gold Knob Prospects (Saddle Rock)
Recipient Name: City of Wenatchee

- Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

Agreement No: TCPRA-1921-Wenatc-00073
Project Title: Gold Knob Prospects (Saddle Rock)
Recipient Name: City of Wenatchee

accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

Agreement No: TCPRA-1921-Wenatc-00073
Project Title: Gold Knob Prospects (Saddle Rock)
Recipient Name: City of Wenatchee

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

Agreement No: TCPRA-1921-Wenatc-00073
Project Title: Gold Knob Prospects (Saddle Rock)
Recipient Name: City of Wenatchee

September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

Agreement No: TCPRA-1921-Wenatc-00073
Project Title: Gold Knob Prospects (Saddle Rock)
Recipient Name: City of Wenatchee

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

Agreement No: TCPRA-1921-Wenatc-00073
Project Title: Gold Knob Prospects (Saddle Rock)
Recipient Name: City of Wenatchee

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

Agreement No: TCPRA-1921-Wenatc-00073
Project Title: Gold Knob Prospects (Saddle Rock)
Recipient Name: City of Wenatchee

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Brooklyn Holton, Housing & Community Planner
Community Development

MEETING DATE: May 14, 2020

I. SUBJECT

Amendment #1 to Contract #K2883 between the Washington State Office of Financial Management (OFM) and the City of Wenatchee on behalf of the NCW Complete Count Committee for providing census education and outreach.

II. ACTION REQUESTED

Authorize the Mayor to sign amendment #1 to Contract #K2883 and any applications, certifications, assurances or subcontracts necessary as a result of the amendment.

III. OVERVIEW

In January 2019, Wenatchee staff brought together local leaders to establish the Complete County Committee (CCC) in order to increase education and awareness for the 2020 Census. Efforts are focused on ensuring a complete and accurate count for our region's communities.

The Wenatchee City Council approved Resolution 2019-36 supporting Wenatchee staff to submit an application on behalf of the CCC in response to RFP No. 19-600 and authorizing the Mayor to sign any applications, certifications, assurances, or contracts associated with the RFP. This resulted in a grant award for \$188,000 to fund outreach staff, events, grant administration, contract management and materials.

The City of Wenatchee has subcontracted with the Community for the Advancement of Family Education (CAFÉ) to provide the majority of the outreach and education. The coordination of efforts and effective use of grant funds saw OFM reach out with an inquiry to see if our capacity could support an expansion across the NCW region to include Chelan, Douglas, Grant and Okanogan counties.

On April 23, 2020, Amendment #1 to Contract #K2883 was brought to the Wenatchee Finance Committee for discussion and review as City staff provided OFM with an adjusted grant amount from \$188,000 to \$364,613; an increase of \$176,613.

IV. FISCAL IMPACT

The cost of executing the grant deliverables is covered by the grant

V. PROPOSED PROJECT SCHEDULE

The contract extends through June 30, 2020.

VI. REFERENCE(S)

1. Resolution 2019-36
2. Contract #K2883.
3. Amendment #1 to Contract #K2883

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director
Kim Schooley, Community Development Admin Assistant

RESOLUTION NO. 2019-36

A RESOLUTION, authorizing the submission of an application for grant funding assistance on behalf of the Chelan Douglas Complete Count Committee (CCC) for the “2020 Census Education & Outreach” (RFP NO. 19-600) through the Washington State Office of Financial Management (OFM) to the City of Wenatchee.

WHEREAS, the City of Wenatchee established the CCC in January, 2019 to increase the education and awareness of the 2020 Census; and

WHEREAS, OFM has made available \$7.5 million for nonprofit organizations, local and tribal governments, and other entities/coalition across Washington state for on-the-ground education, outreach, motivation and assistance efforts related to the 2020 census; and

WHEREAS, in partnership with the CCC members and represented organizations, it is in the best interest of our community to complete the objectives identified in the OFM request for proposals.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Housing and Community Planner is authorized to make formal application to the Washington State Office of Financial Management for grant assistance.
2. Our organization has reviewed the Certifications and Assurances, General Terms and Conditions and Wage Theft Certification available on the Office of Financial Management’s website at:

<https://ofm.wa.gov/sites/default/files/public/about/contracts-procurements/19-600%20Final%20%20%2806.21.2019%29.pdf> and

authorizes the Mayor to enter into such a project agreement, if funding is awarded. We understand and acknowledge that the project agreement will contain the indemnification and other terms and conditions that are contained in the Certifications, Assurances, Terms and Conditions provided by the Office of Financial Management. The agreements may be revised periodically by the Office of Financial Management. Our organization recognizes that such changes might occur prior to our authorized representative signing the actual project agreement, and we accept the responsibility and the presumption that our authorized representative shall have conferred with us as to any such changes before he/she executes the project agreement on behalf of our organization and so executes with our authorization.

3. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project reference above.
4. We acknowledge that if the Office of Financial Management approve grant assistance for the project(s), the Office of Financial Management will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office of Financial Management after we incur eligible and allowable costs and pay them.

5. This application authorization becomes part of a formal application to the Office of Financial Management for grant assistance.
6. We certify that this application authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that person signing as authorized representative is duly authorized to do so.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, at a regular meeting thereof, this _____ day of July, 2019.

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
FRANK J. KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney

**Contract
Between the
State of Washington
Office of Financial Management
and
City of Wenatchee**

This Contract, OFM Contract No.K2883, is made and entered into by and between the state of Washington, Office of Financial Management, hereinafter referred to as the “AGENCY” and the below name firm, hereinafter referred to as “CONTRACTOR.”

Contractor Name: City of Wenatchee
Address: 301 Yakima Street
City, State, Zip Code: Wenatchee, WA 98801
Phone: (509) 888-3200 or (509) 888-3258
e-mail: bholton@wenatcheewa.gov
WA State UBI No.: 048-000-043

1. PURPOSE

Every 10 years, the federal government conducts a census to count every resident in the nation—and the next decennial census begins in mid-March 2020 and wraps up at the end of July 2020. A complete and accurate count of the population in Washington is essential because the collected data will determine the number of seats each state has in the US House of Representatives, and also will be used to distribute billions of dollars in federal funds to state and local communities for important health, education, housing, infrastructure, and rural assistance programs. Additionally, private and public agencies, organizations, businesses, and institutions will use census data to help determine where to build schools, roads, healthcare facilities, child care and senior centers, grocery stores, and new factories.

Recognizing the need for a complete count of all Washingtonians during the 2020 Census, the Washington Legislature appropriated to OFM money and a directive that it establish with nonprofit organizations and local and tribal governments deliverable-based outreach contracts to conduct outreach and census participation campaigns through community messengers, targeted especially at historically undercounted populations.

The purpose of this contract is to educate Washington residents about the 2020 census, mobilize “trusted messengers” within communities to build confidence and support broad participation in the census, support maximum self-response to the 2020 Census, and support cooperation in the Non-Response Follow-Up (NRFU) effort.

2. SCOPE OF WORK

- a. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.
- b. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Exhibit B, Scope of Work/Deliverables.

3. PERIOD OF PERFORMANCE

The period of performance under this contract will be October 10, 2019, or date of execution, whichever is latest, through June 30, 2020, or a date mutually agreed upon by the AGENCY and the CONTRACTOR.

4. COMPENSATION

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed One Hundred Eighty-Eight Thousand Dollars (\$188,000.00) including all travel and per diem expenses.

5. BILLING PROCEDURE AND PAYMENT

AGENCY will pay CONTRACTOR upon acceptance of service provided and receipt and approval of a properly completed invoice, which shall be submitted to the Contract Manager not more frequently than monthly, per Exhibit B, Scope of Work/Deliverables.

The invoice shall describe and document, to the AGENCY'S satisfaction, a description of the work performed and the fees. The invoice shall include reference to OFM Contract No.K2883.

Payment shall be considered timely if made by the AGENCY within thirty (30) calendar days after receipt of the properly completed invoice. Payment shall be sent to the address designated by the CONTRACTOR in each submitted invoice.

The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payment in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AGENCY.

6. STATEWIDE VENDOR REGISTRATION

Contractors are required to be registered in the Statewide Vendor Payment system, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services/receiving-payment-state> prior to submitting a request for payment under this Contract. No payment shall be made until the registration is completed.

7. CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

CONTRACTOR Contract Manager Information:	AGENCY Contract Manager Information:
Brooklyn Holton 1350 McKittrick Street, Suite A Wenatchee, WA 98801 (509) 888-3258 bholton@wenatcheewa.gov	Lisa McLean PO Box 43124 Olympia, WA 98504-3124 (360) 902-0584 Lisa.McLean@ofm.wa.gov

8. CONTRACT AMENDMENTS

With the exception of administrative changes, the contract may be changed, modified or amended only by written agreement executed by both parties. In the case of administrative changes, both parties agree that changes can be memorialized by letter.

9. INSURANCE

The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

- a. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence.

Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- b. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

- c. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies.

All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

Alternatively, the CONTRACTOR may satisfy the insurance requirements set forth above by having self-insurance through a municipal risk pool and providing evidence of such insurance to the AGENCY within 15 days of the contract effective date. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

10. ASSURANCES

AGENCY and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

11. PRIVACY OF COMMUNITY MEMBERS

Throughout the performance period of this contract, CONTRACTOR will make extensive contact with community members who are not parties to this agreement and may receive information from such community members, personal or otherwise. Information collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss, and CONTRACTOR shall ensure its directors, officers, employees, subcontractors, or agents use any information obtained solely for the purposes of accomplishing

the services set forth herein. Any breach of this provision may result in termination of the contract. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of this information.

12. PROHIBITION AGAINST LOBBYING OR POLITICAL ACTIVITIES

Per Section 131 of the 2019-21 operating budget (Chapter 415, Laws of 2019), no funds provided to CONTRACTOR pursuant to this Contract may be used for political purposes, including but not limited to lobbying, and encouraging campaign contributions. Any breach of this provision may result in termination of the contract.

13. SUBCONTRACTORS

In accordance with clause #32 of Exhibit A, SUBCONTRACTING, CONTRACTOR shall provide to AGENCY a list of all subcontractors that will be engaged as part of this CONTRACT.

14. ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special terms and conditions as contained in this basic contract instrument
- Exhibit A – General Terms and Conditions
- OFM RFP #19-600, 2020 Census Education & Outreach, issued June 21, 2019, and incorporated herein by reference.
- CONTRACTOR'S Proposal, submitted in response to RFP #19-600, and incorporated by reference.
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

15. ENTIRE AGREEMENT

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

16. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

17. APPROVAL

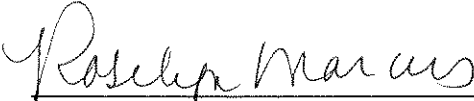
This contract shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

CITY OF WENATCHEE

OFFICE OF FINANCIAL MANAGEMENT



Signature



Roselyn Marcus



Title

10/14/19

Date

21 OCT 2019

Assistant Director
Legal & Legislative Affairs

Date

Contractor Information:

Did you retire from a Department of Retirement Systems (DRS) covered employer under the Early Retirement Factors (ERF) 2008?

Yes No

Is your business a Small, Mini, or Micro Business, per RCW 39.26.010?

Yes No

Small Business means an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that:

(a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either:

(I) Fifty or fewer employees; or

(II) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years; or

(b) Is certified with the office of women and minority business enterprises under chapter 39.19 RCW

Mini Business means any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that:

(a) Is owned and operated independently from all other businesses; and

(b) has a gross revenue of less than three million dollars, but one million dollars or more annually as reported on its federal tax return or on its return filed with the department of revenue.

Micro business means any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that:

- (a) Is owned and operated independently from all other businesses; and
- (b) has a gross revenue of less than one million dollars annually as reported on its federal tax return or on its return filed with the department of revenue.

Is your business certified, on either the state or federal level, as being a small business owned and controlled by minority, women, or socially and economically disadvantaged persons?

Yes No

Is your business at least 51% owned and controlled by a Veteran of any branch of the United States armed forces?

Yes No

EXHIBIT A -

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- a. "AGENCY" shall mean the Office of Financial Management of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- b. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- c. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- d. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

2. ACCESS TO DATA

In compliance with RCW 39.26.180(2), the CONTRACTOR shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

4. AMENDMENTS

With the exception of administrative changes, this contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. In the case of administrative changes, both parties agree that changes can be memorialized by letter.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of the AGENCY.

7. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

8. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

9. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

10. CONTRACTOR CERTIFICATION REGARDING ETHICS

By signing this Agreement, the CONTRACTOR certifies that it is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this agreement.

11. COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

The CONTRACTOR shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

12. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business.

The AGENCY shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

13. DEBARMENT: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- a. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - 2) Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - 4) Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- c. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by AGENCY.
- d. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- 1) The lower tier contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - 2) Where the lower tier contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact AGENCY for assistance in obtaining a copy of these regulations.

14. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

15. DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

- a. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the CONTRACTOR'S name, address, and contract number; and
 - Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
- b. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.

- c. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.
- d. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

16. DUPLICATE PAYMENT

The AGENCY shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

17. GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

18. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to CONTRACTOR'S or any subcontractor's performance or failure to perform the contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

19. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this contract are not employees or agents of the AGENCY. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the State of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

20. INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, AGENCY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the AGENCY under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

21. LICENSING, ACCREDITATION AND REGISTRATION

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

22. LIMITATION OF AUTHORITY

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENT.

23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the AGENCY. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

24. NONDISCRIMINATION

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

25. PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

26. PUBLICITY

The CONTRACTOR agrees to submit to the AGENCY all advertising and publicity matters relating to this contract wherein the AGENCY'S name is mentioned or language used from which the connection of the AGENCY'S name may, in the AGENCY'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the AGENCY.

27. RECORDS MAINTENANCE

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

28. REGISTRATION WITH DEPARTMENT OF REVENUE

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

29. RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

30. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

31. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

32. SITE SECURITY

While on AGENCY premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

33. SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

34. TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

35. TERMINATION DUE TO CHANGE IN FUNDING

If the funds AGENCY relied upon to establish this Contract are withdrawn or reduced, or if additional or modified conditions are placed on such funding, AGENCY may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

36. TERMINATION FOR CAUSE

In the event the AGENCY determines the CONTRACTOR has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

37. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the AGENCY may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

38. TERMINATION PROCEDURES

Upon termination of this contract, the AGENCY, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to the AGENCY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AGENCY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the CONTRACTOR and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

- a. Stop work under the contract on the date, and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- c. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;

- f. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
- g. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.

39. TREATMENT OF ASSETS

- a. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
- b. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
- c. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- d. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- e. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract
- f. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

40. U.S. Department of Treasury, Office of Foreign Assets Control

The agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations,

which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>.

Compliance with OFAC payment rules ensures that the agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the agency will download the current OFAC SDN file and compare it to agency and statewide vendor files. In the event of a positive match, the agency reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the contractor in writing and terminate the contract according to the Termination for Convenience provision without making payment. The agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

41. WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

42. WAGE THEFT CERTIFICATION

Contractor certifies by signing this agreement that, to the best of its knowledge and belief, they have not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced procurement solicitation date.

EXHIBIT B

SCOPE OF WORK/DELIVERABLES

The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below; including that which is completed by CAFÉ, a pre-approved subcontractor by the AGENCY as identified in the grant application.

October 2019

1. Deliverables
 - a. List of October outreach efforts including: date, time, location, purpose, sign-in sheet
 - b. Details of materials produced and distributed
 - c. Summary of experience and key takeaways
2. October 2019 Invoice
 - a. Contract Administration and Management \$ 1,896.00
 - b. Outreach Coordinators \$ 5,600.00
 - c. Outreach Assistants \$ 2,177.00
 - d. Mileage @ \$0.58/mile \$ 1,660.00
 - e. Office Supplies \$ 402.00
 - f. Event Costs (registration, materials, printing, etc.) \$ 1,090.00

TOTAL \$12,825.00

November 2019

1. Deliverables
 - a. Copies of Job posting and staff resumes for two full-time Census Outreach Coordinators and two part-time Census Outreach Assistants
 - b. List of November outreach efforts including: date, time, location, purpose, sign-in sheet
 - c. Details of materials produced and distributed
 - d. Summary of experience and takeaways
2. November 2019 Invoice
 - a. Contract Administration and Management \$ 1,896.00
 - b. Outreach Coordinators \$ 5,600.00
 - c. Outreach Assistants \$ 2,177.00
 - d. Mileage @ \$0.58/mile \$ 1,663.00
 - e. Office Supplies \$ 402.00
 - f. Event Costs (registration, materials, printing, etc.) \$ 1,090.00

TOTAL \$12,828.00

December 2019

1. Deliverables
 - a. Quarterly summary report, including hours, miles and events of Coordinators and Assistants; meetings of the Complete Count Committee; details of significant outcomes and successes
 - b. List of December outreach efforts including: date, time, location, purpose, sign-in sheet

- c. Details of materials produced and distributed
- 2. December 2019 Invoice
 - a. Contract Administration and Management \$ 1,897.00
 - b. Outreach Coordinators \$ 5,600.00
 - c. Outreach Assistants \$ 2,178.00
 - d. Mileage @ \$0.58/mile \$ 1,663.00
 - e. Office Supplies \$ 402.00
 - f. Event Costs (registration, materials, printing, etc.) \$ 1,090.00
 - TOTAL \$12,830.00

January 2020

- 1. Deliverables
 - a. Copies of job posting and staff resumes for two full-time Census Outreach Coordinators
 - b. List of January outreach efforts including: date, time, location, purpose, sign-in sheet
 - c. Details of materials produced and distributed
 - d. Summary of experience and takeaways
 - e. Executive summary of mid-term evaluation with overall findings and associated recommendations for improvement to the Outreach Plan
- 2. January 2020 Invoice
 - a. Contract Administration and Management \$ 1,897.00
 - b. Outreach Coordinators \$11,600.00
 - c. Outreach Assistants \$ 2,178.00
 - d. Mileage @ \$0.58/mile \$ 1,663.00
 - e. Office Supplies \$ 402.00
 - f. Event Costs (registration, materials, printing, etc.) \$ 1,090.00
 - TOTAL \$18,830.00

February 2020

- 1. Deliverables
 - a. List of February outreach efforts including: date, time, location, purpose, sign-in sheet
 - b. Details of materials produced and distributed
 - c. Summary of experience and takeaways
- 2. February 2020 Invoice
 - a. Contract Administration and Management \$ 1,897.00
 - b. Outreach Coordinators \$11,600.00
 - c. Outreach Assistants \$ 2,178.00
 - d. Mileage @ \$0.58/mile \$ 1,663.00
 - e. Office Supplies \$ 402.00
 - f. Event Costs (registration, materials, printing, etc.) \$ 1,090.00
 - TOTAL \$18,830.00

March 2020

- 1. Deliverables
 - a. Copies of job posting and staff resumes for four part-time Census Outreach Assistants
 - b. Quarterly summary report, including hours, miles and events of Coordinators and Assistants; meetings of the Complete Count Committee; details of significant

outcomes and successes

- c. List of March outreach efforts including: date, time, location, purpose, sign-in sheet
- d. Details of materials produced and distributed
- 2. March 2020 Invoice
 - a. Contract Administration and Management \$ 1,897.00
 - b. Outreach Coordinators \$11,600.00
 - c. Outreach Assistants \$ 6,938.00
 - d. Mileage @ \$0.58/mile \$ 1,663.00
 - e. Office Supplies \$ 402.00
 - f. Event Costs (registration, materials, printing, etc.) \$ 1,090.00
 - TOTAL \$23,590.00

April 2020

- 1. Deliverables
 - a. List of April outreach efforts including: date, time, location, purpose, sign-in sheet
 - b. Specific report on special Census Day events, including photos
 - c. Details of materials produced and distributed
 - d. Summary of experience and takeaways
- 2. April 2020 Invoice
 - a. Contract Administration and Management \$ 1,897.00
 - b. Outreach Coordinators \$11,600.00
 - c. Outreach Assistants \$ 6,938.00
 - d. Mileage @ \$0.58/mile \$ 1,663.00
 - e. Office Supplies \$ 401.00
 - f. Event Costs (registration, materials, printing, etc.) \$ 1,090.00
 - g. Census Day Events \$17,500.00
 - TOTAL \$41,089.00

May 2020

- 1. Deliverables
 - a. List of May outreach efforts including: date, time, location, purpose, sign-in sheet
 - b. Details of materials produced and distributed
 - c. Summary of experience and takeaways
- 2. May 2020 Invoice
 - a. Contract Administration and Management \$ 1,897.00
 - b. Outreach Coordinators \$11,600.00
 - c. Outreach Assistants \$ 6,938.00
 - d. Mileage @ \$0.58/mile \$ 1,663.00
 - e. Office Supplies \$ 402.00
 - f. Event Costs (registration, materials, printing, etc.) \$ 1,090.00
 - TOTAL \$23,589.00

June 2020

- 1. Deliverables
 - a. Final project report with details of significant outcomes and successes
 - b. List of June outreach efforts including: date, time, location, purpose, sign-in sheet
 - c. Details of materials produced and distributed
- 2. June 2020 Invoice
 - a. Contract Administration and Management \$ 1,897.00
 - b. Outreach Coordinators \$11,600.00

c. Outreach Assistants	\$ 6,938.00
d. Mileage @ \$0.58/mile	\$ 1,663.00
e. Office Supplies	\$ 402.00
f. Event Costs (registration, materials, printing, etc.)	<u>\$ 1,090.00</u>
TOTAL	\$23,589.00

NOTE: All above amounts are estimates of an average billing cycle. While exact amounts invoiced each month are likely to fluctuate, total billing shall not exceed the following:

Contract Administration and Management	\$ 17,071.00
Outreach Staff Salary & Associated Mileage	\$140,004.00
Office Supplies	\$ 3,615.00
Event Costs (census day, registration, materials, printing, etc.)	<u>\$ 27,310.00</u>
TOTAL	\$188,000.00

**Amendment #1
To
Agreement K2883**

OFM Contract No. K2883, by and between the state of Washington, Office of Financial Management, (AGENCY) and City of Wenatchee (CONTRACTOR) is hereby amended as follows:

2. SCOPE OF WORK

- a. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.
- b. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Revised Exhibit B, Scope of Work/Deliverables.

4. COMPENSATION

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed Three Hundred and Sixty-Four Thousand Six Hundred and Thirteen Dollars (\$364,613.00) ~~One Hundred Eighty Eight Thousand Dollars (\$188,000.00)~~ including all travel and per diem expenses.

CITY OF WENATCHEE

OFFICE OF FINANCIAL MANAGEMENT

Signature

Roselyn Marcus

Partner

Date

Assistant Director
Legal & Legislative Affairs

Date

EXHIBIT B

SCOPE OF WORK/DELIVERABLES

The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below; including that which is completed by CAFÉ, a pre-approved subcontractor by the AGENCY as identified in the grant application.

October 2019

1. Deliverables
 - a. List of October outreach efforts including: date, time, location, purpose, sign-in sheet
 - b. Details of materials produced and distributed
 - c. Summary of experience and key takeaways
2. October 2019 Invoice
 - a. Contract Administration and Management \$ 1,896.00
 - b. Outreach Coordinators \$ 5,600.00
 - c. Outreach Assistants \$ 2,177.00
 - d. Mileage @ \$0.58/mile \$ 1,660.00
 - e. Office Supplies \$ 402.00
 - f. Event Costs (registration, materials, printing, etc.) \$ 1,090.00

TOTAL \$12,825.00

November 2019

1. Deliverables
 - a. Copies of Job posting and staff resumes for two full-time Census Outreach Coordinators and two part-time Census Outreach Assistants
 - b. List of November outreach efforts including: date, time, location, purpose, sign-in sheet
 - c. Details of materials produced and distributed
 - d. Summary of experience and takeaways
2. November 2019 Invoice
 - a. Contract Administration and Management \$ 1,896.00
 - b. Outreach Coordinators \$ 5,600.00
 - c. Outreach Assistants \$ 2,177.00
 - d. Mileage @ \$0.58/mile \$ 1,663.00
 - e. Office Supplies \$ 402.00
 - f. Event Costs (registration, materials, printing, etc.) \$ 1,090.00

TOTAL \$12,828.00

December 2019

1. Deliverables
 - a. Quarterly summary report, including hours, miles and events of Coordinators and Assistants; meetings of the Complete Count Committee; details of significant outcomes and successes
 - b. List of December outreach efforts including: date, time, location, purpose, sign-in sheet
 - c. Details of materials produced and distributed

- 2. December 2019 Invoice
 - a. Contract Administration and Management \$ 1,897.00
 - b. Outreach Coordinators \$ 5,600.00
 - c. Outreach Assistants \$ 2,178.00
 - d. Mileage @ \$0.58/mile \$ 1,663.00
 - e. Office Supplies \$ 402.00
 - f. Event Costs (registration, materials, printing, etc.) \$ 1,090.00
 - TOTAL \$12,830.00

January 2020

- 1. Deliverables
 - a. Copies of job posting and staff resumes for two full-time Census Outreach Coordinators
 - b. List of January outreach efforts including: date, time, location, purpose, sign-in sheet
 - c. Details of materials produced and distributed
 - d. Summary of experience and takeaways
 - e. Executive summary of mid-term evaluation with overall findings and associated recommendations for improvement to the Outreach Plan
- 2. January 2020 Invoice
 - a. Contract Administration and Management \$ 1,897.00
 - b. Outreach Coordinators \$11,600.00
 - c. Outreach Assistants \$ 2,178.00
 - d. Mileage @ \$0.58/mile \$ 1,663.00
 - e. Office Supplies \$ 402.00
 - f. Event Costs (registration, materials, printing, etc.) \$ 1,090.00
 - TOTAL \$18,830.00

February 2020

- 1. Deliverables
 - a. List of February outreach efforts including: date, time, location, purpose, sign-in sheet
 - b. Details of materials produced and distributed
 - c. Summary of experience and takeaways
- 2. February 2020 Invoice
 - a. Contract Administration and Management \$ 1,897.00
 - b. Outreach Coordinators \$11,600.00
 - c. Outreach Assistants \$ 2,178.00
 - d. Mileage @ \$0.58/mile \$ 1,663.00
 - e. Office Supplies \$ 402.00
 - f. Event Costs (registration, materials, printing, etc.) \$ 1,090.00
 - TOTAL \$18,830.00

March 2020

- 1. Deliverables
 - a. Copies of job posting and staff resumes for four part-time Census Outreach Assistants
 - b. Quarterly summary report, including hours, miles and events of Coordinators and Assistants; meetings of the Complete Count Committee; details of significant outcomes and successes

- c. List of March outreach efforts including: date, time, location, purpose, sign-in sheet
- d. Details of materials produced and distributed
- 2. March 2020 Invoice
 - a. Contract Administration and Management \$ 1,897.00
 - b. Outreach Coordinators \$11,600.00
 - c. Outreach Assistants \$ 6,938.00
 - d. Mileage @ \$0.58/mile \$ 1,663.00
 - e. Office Supplies \$ 402.00
 - f. Event Costs (registration, materials, printing, etc.) \$ 1,090.00
 - TOTAL \$23,590.00

April 2020

- 1. Deliverables
 - a. List of April outreach efforts via social media with information on platforms used and community response including: date, time, location, purpose, sign in sheet
 - b. Radio spots, including advertisements, pre-recorded sessions, interviews, and community challenges/call-in options with incentives
 - c. Details of phone call/text/email campaigns
 - d. Details of support provide in-person, by phone, or through other means to support census survey completion
 - e. Sample of and details of fliers shared with businesses and organizations (number shared with what organizations)
 - f. Short report on details of local CCC meetings, and participation in state CCC and 2020 statewide messaging advisory group
 - ~~g. Specific report on special Census Day events, including photos~~
 - ~~h. Details of materials produced and distributed~~
 - ~~i. Summary of experience and takeaways~~
- 2. April 2020 Invoice
 - a. Contract Administration and Management ~~\$ 1,897.00~~ \$ 5,000.00
 - b. Outreach Coordinators ~~\$11,600.00~~ \$28,800.00
 - c. Outreach Assistants ~~\$ 6,938.00~~ \$18,360.00
 - d. Mileage @ \$0.58/mile ~~\$ 1,663.00~~ \$ 8,000.00
 - e. Office Supplies ~~\$ 401.00~~ \$ 5,000.00
 - f. Radio advertisements (English/Spanish) \$ 5,400.00
 - ~~f. Event Costs (registration, materials, printing, etc.) \$ 1,090.00~~
 - ~~g. Census Day Events \$17,500.00~~
 - TOTAL ~~\$41,089.00~~ \$70,560.00

May 2020

- 1. Deliverables
 - a. List of May outreach efforts via social media with information on platforms used and community response including: date, time, location, purpose, sign in sheet
 - b. Radio spots, including advertisements, pre-recorded sessions, interviews, and community challenges/call-in options with incentives
 - c. Details of phone call/text/email campaigns
 - d. Details of support provide in-person, by phone, or through other means to support census survey completion
 - e. Sample of and details of fliers shared with businesses and organizations (number shared with what organizations)

- f. Short report on details of local CCC meetings, and participation in state CCC and 2020 statewide messaging advisory group
 - g. Sample of and details of any county-wide mailings
 - b. ~~Details of materials produced and distributed~~
 - c. ~~Summary of experience and takeaways~~
2. May 2020 Invoice
- | | | |
|--|------------------------|--|
| a. Contract Administration and Management | \$ 1,897.00 | <u>\$ 5,000.00</u> |
| b. Outreach Coordinators | \$11,600.00 | <u>\$28,800.00</u> |
| c. Outreach Assistants | \$ 6,938.00 | <u>\$18,360.00</u> |
| d. Mileage @ \$0.58/mile | \$ 1,663.00 | <u>\$ 8,000.00</u> |
| e. Office Supplies | \$ 402.00 | <u>\$ 1,000.00</u> |
| f. Event Costs (registration, materials, printing, etc.) | \$ 1,090.00 | <u>\$ 3,000.00</u> |
| g. <u>Weekend event broadcasting and outreach</u> | | <u>\$ 3,000.00</u> |
| | | TOTAL \$23,589.00 <u>\$67,160.00</u> |

June 2020

- 1. Deliverables
 - a. Final project report with details of significant outcomes and successes
 - b. List of June outreach efforts via social media with information on platforms used and community response including: date, time, location, purpose, sign in sheet
 - c. Radio spots, including advertisements, pre-recorded sessions, interviews, and community challenges/call-in options with incentives
 - d. Details of phone call/text/email campaigns
 - e. Details of support provide in-person, by phone, or through other means to support census survey completion
 - f. Sample of and details of fliers shared with businesses and organizations (number shared with what organizations)
 - g. Short report on details of local CCC meetings, and participation in state CCC and 2020 statewide messaging advisory group
 - h. Specific report on Special "Census Day" events, including photos
 - i. Sample of and details of any county-wide mailings
 - e. ~~Details of materials produced and distributed~~
 - d. ~~Summary of experience and takeaways~~
 - 2. June 2020 Invoice
- | | | |
|--|------------------------|---|
| a. Contract Administration and Management | \$ 1,897.00 | <u>\$ 5,000.00</u> |
| b. Outreach Coordinators | \$11,600.00 | <u>\$ 28,800.00</u> |
| c. Outreach Assistants | \$ 6,938.00 | <u>\$18,360.00</u> |
| d. Mileage @ \$0.58/mile | \$ 1,663.00 | <u>\$ 8,000.00</u> |
| e. Office Supplies | \$ 402.00 | <u>\$ 1,000.00</u> |
| f. Event Costs (registration, materials, printing, etc.) | \$ 1,090.00 | <u>\$ 3,000.00</u> |
| g. <u>Weekend event broadcasting (media)</u> | | <u>\$ 3,000.00</u> |
| h. <u>"Census Day" events for 4 counties</u> | | <u>\$ 30,000.00</u> |
| i. <u>County-wide mailings</u> | | <u>\$ 30,000.00</u> |
| | | TOTAL \$23,589.00 <u>\$127,160.00</u> |

NOTE: All above amounts are estimates of an average billing cycle. While exact amounts invoiced each month are likely to fluctuate, total billing shall not exceed the following:

Contract Administration and Management	\$ 17,071.00 <u>\$ 26,380.00</u>
Outreach Staff Salary & Associated Mileage	\$140,004.00 <u>\$244,881.00</u>
Office Supplies	\$ 3,615.00 <u>\$ 9,412.00</u>
Event/ Media Costs (census day, registration, materials, printing, etc.)	\$ 27,310.00 <u>\$ 83,940.00</u>
TOTAL	\$188,000.00 <u>\$364,613.00</u>

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

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



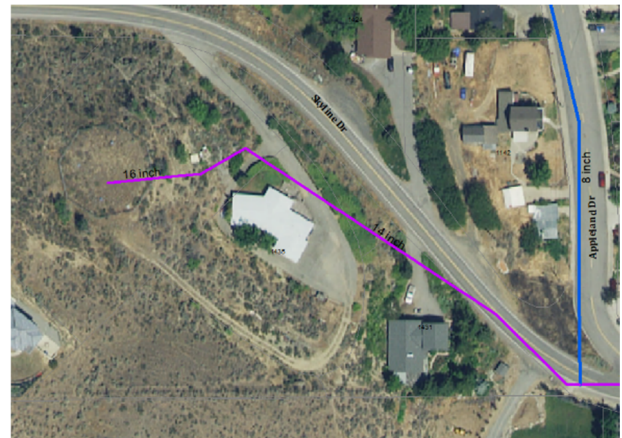
SUBJECT: Skyline Reservoir Transmission Main & Utility Improvements Phase 1 - Project No. 1704
Authorization to Award Construction Contract to Pipkin Construction

DATE: May 7, 2020

MEETING DATE: May 14, 2020

I. OVERVIEW

The existing Skyline reservoir was constructed in 1952. It is an approximately one million gallon, buried concrete tank located west of Appleland Drive and Red Apple Road adjacent to 1435 Skyline Drive in southwest Wenatchee. The reservoir provides water to the upper pressure zone of the City's water distribution system through a single, 14 / 16 inch steel transmission main which is tied directly into the distribution network at Appleland.



From Appleland, the transmission line alignment proceeds west through Skyline Drive, across a private driveway, and up a steep embankment to the reservoir.

The pipe passes through a small, concrete structure which houses the altitude valve, along with a small recirculation pump, and serves as a mounting point for the antenna which broadcasts telemetry to the Regional Water SCADA system. The structure is cracked in multiple places. The inside of the structure has a dirt floor with poor access conditions due to a grade separation. Additional valve hardware is present in an external, substandard vault adjacent to the structure. The 16 inch pipe between the valve vault and the reservoir has experienced failure in the past due to corrosion and its condition entire is suspect.



As part of the reconstruction of the transmission line, upgrades to the reservoir drain line are necessary to meet current mandates from the Department of Health. This will be accomplished via extension of the existing storm drain system in Skyline parallel to the new water line along with the construction of an air-gap assembly at the drain line connection to the storm drain.

Replacement of the transmission line was identified as a needed system improvement in the 2012 Water System Comprehensive Plan as well as the most recent Comprehensive Plan adopted in 2018. The pipe network west of Appleland, including the structure, vault, and valving will be replaced in its entirety. BHC Consultants was selected to provide design engineering services for this project. The project has varied in scope and, at one point, included extension of both the sanitary sewer and storm sewer systems for a distance of approximately 1,000 feet further to the northwest. The design of those extensions was completed, but will not be constructed with this phase of the project due to budgetary constraints.

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

The project bid solicitation was advertised in March. Bids were opened on May 7, 2020 at 11:30 am with a total of 8 firms responding. Pipkin Construction was the low bidder with a total bid price of \$736,615.50. This dollar amount represents both the stormwater contribution of \$186,412, and water contribution of \$550,203.50 after tax. The high bid was submitted by DW Excavation in the amount of \$998,752.43 and the Engineer’s estimate put the cost between \$825,000 to \$875,000. Internal staff costs currently total approximately \$17,000. The total consultant contract value is \$230,810 with \$216,000 having been spent to date.

II. ACTION REQUESTED

Staff recommends the City Council award the contract for construction of the Skyline Reservoir Transmission Main & Utility Improvements Phase 1 - Project No. 1704 to Pipkin Construction in the amount of \$736,615.50, and further authorize the Mayor to sign a contract on behalf of the City.

III. FISCAL IMPACT Submitted to the Finance Committee (Yes)

This project was identified in the 2020 budget and construction will be funded by Fund 401 – Water and Fund 410 - Stormwater. Some of the design costs will be attributed to the Sewer Utility as well. Construction duration is anticipated to be four to five months with completion in late fall of 2020.

2020 Adopted Project Budget

Task	Total
401 – Water Utility	\$733,000
405 – Sewer Utility	\$369,500
410 – Storm Drain Utility	\$369,500
Totals	\$1,472,000

Amended Project Budget

Task	Total
Design Engineering – Sewer, Water, Storm	\$247,810
Construction Contract Water Utility (401)	\$550,203
Construction Contract Storm Drain Utility (410)	\$186,412
Construction Engineering (401, 410)	\$74,000
Art Fund (401, 410)	\$7,366
Totals	\$1,065,791

IV. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
 Rob Jammerman, Public Works Director
 Gary Owen, P.E., City Engineer
 Natalie Thresher, Contracts Coordinator
 Brad Posenjak, Finance Director

Incl: Bid Tabulation



**City of Wenatchee
Bid Tabulation
Skyline Reservoir Transmission Main & Utility
Improvements - CPN 1704**

Item No.	Item	Bid Qty.	Unit	PIPKIN Bid Total	STRIDER Bid Total	J & K Bid Total	SMITH Bid Total	KRCI Bid Total	SELLAND Bid Total	HURST Bid Total	DW Bid Total
Schedule A-Water											
1	Minor Changes	1	EST	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	Final Cleanup and Restoration	1	LS	\$695.00	\$2,000.00	\$5,000.00	\$6,300.00	\$10,000.00	\$1,000.00	\$1,500.00	\$5,800.00
3	Roadway Surveying	1	LS	\$6,750.00	\$6,000.00	\$7,500.00	\$8,100.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,700.00
4	Record Drawings (Min \$2,000 Bid)	1	LS	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$10,300.00
5	Utility Potholing	14	EA	\$4,130.00	\$3,150.00	\$7,000.00	\$3,920.00	\$5,600.00	\$7,000.00	\$5,600.00	\$5,600.00
6	Mobilization	1	LS	\$37,000.00	\$70,000.00	\$27,000.00	\$10,500.00	\$11,000.00	\$25,000.00	\$1,000.00	\$113,500.00
7	Project Temporary Traffic Control	1	LS	\$4,200.00	\$8,000.00	\$6,500.00	\$6,100.00	\$11,600.00	\$5,000.00	\$30,000.00	\$17,700.00
8	Clearing and Grubbing	1	LS	\$5,200.00	\$2,000.00	\$5,000.00	\$8,600.00	\$2,400.00	\$5,000.00	\$15,000.00	\$5,500.00
9	Removal of Structures and Obstructions	1	LS	\$9,000.00	\$12,000.00	\$8,800.00	\$18,300.00	\$10,000.00	\$15,000.00	\$20,000.00	\$16,175.00
10	Saw Cutting	270	LF	\$270.00	\$540.00	\$540.00	\$607.50	\$810.00	\$810.00	\$540.00	\$1,350.00
11	Roadway Excavation Including Haul	590	CY	\$13,570.00	\$14,160.00	\$14,750.00	\$13,570.00	\$44,250.00	\$29,500.00	\$17,700.00	\$37,465.00
12	Shoring or Extra Excavation, Class B	1	LS	\$500.00	\$2,000.00	\$4,500.00	\$1,100.00	\$500.00	\$1.00	\$2,500.00	\$4,900.00
13	Controlled Density Fill	20	CY	\$3,300.00	\$3,800.00	\$4,000.00	\$5,300.00	\$4,500.00	\$5,000.00	\$4,000.00	\$2,940.00
14	Crushed Surfacing Base	730	TON	\$13,870.00	\$18,980.00	\$26,280.00	\$17,885.00	\$25,550.00	\$25,550.00	\$29,200.00	\$26,280.00
15	Crushed Surfacing Top Course	180	TON	\$3,420.00	\$7,200.00	\$8,640.00	\$6,660.00	\$9,720.00	\$6,300.00	\$7,200.00	\$6,840.00
16	HMA Cl. 1/2 In. PG 64-28	260	TON	\$20,800.00	\$22,100.00	\$22,100.00	\$22,360.00	\$23,400.00	\$20,800.00	\$22,100.00	\$25,740.00
17	Valve Building	1	LS	\$135,310.00	\$130,000.00	\$162,000.00	\$183,000.00	\$174,200.00	\$300,000.00	\$203,000.00	\$170,720.00
18	Antenna Relocation	1	LS	\$530.00	\$2,000.00	\$3,000.00	\$1,200.00	\$1,500.00	\$2,500.00	\$2,500.00	\$2,300.00
19	Corrugated Polyethylene Culvert Pipe 12 In. Diam.	50	LF	\$1,750.00	\$2,250.00	\$3,250.00	\$2,900.00	\$3,100.00	\$2,500.00	\$3,000.00	\$2,200.00
20	Corrugated Polyethylene Storm Sewer Pipe 18 In. Diam.	0	LF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21	Connection to Existing Storm Drain	0	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22	Storm Manhole 48 In. Diam. Type 1	0	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23	Storm Manhole 60 In. Diam. Type 1	0	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24	Air Gap (for Drain)	1	LS	\$20,500.00	\$19,000.00	\$20,000.00	\$23,000.00	\$11,000.00	\$30,000.00	\$25,000.00	\$12,200.00
25	Ductile Iron Drain Pipe 12 In. Diam.	70	LF	\$11,410.00	\$12,950.00	\$12,600.00	\$8,890.00	\$18,900.00	\$14,000.00	\$21,000.00	\$9,345.00
26	Ductile Iron Pipe for Water Main 16 In. Diam.	800	LF	\$112,000.00	\$124,000.00	\$110,400.00	\$97,600.00	\$120,000.00	\$112,000.00	\$160,000.00	\$138,848.00
27	Building and Yard Water Piping	1	LS	\$40,665.00	\$40,000.00	\$52,000.00	\$52,800.00	\$62,000.00	\$60,000.00	\$65,000.00	\$59,800.00
28	Imported Trench Backfill	160	TON	\$3,520.00	\$3,200.00	\$3,520.00	\$6,400.00	\$4,000.00	\$4,000.00	\$4,000.00	\$8,000.00
29	Extra Trench Excavation	20	CY	\$740.00	\$500.00	\$1,200.00	\$1,020.00	\$1,100.00	\$500.00	\$500.00	\$1,460.00
30	Rock Excavation	20	CY	\$400.00	\$1,800.00	\$1,600.00	\$2,840.00	\$2,600.00	\$2,000.00	\$4,000.00	\$7,200.00
31	Circulation Pump	1	LS	\$4,500.00	\$4,800.00	\$6,200.00	\$6,300.00	\$4,500.00	\$5,000.00	\$5,000.00	\$7,400.00
32	Gate Valve 8 In	3	EA	\$3,975.00	\$3,300.00	\$5,550.00	\$4,050.00	\$3,900.00	\$4,200.00	\$6,750.00	\$4,995.00
33	Gate Valve 10 In	2	EA	\$3,470.00	\$3,600.00	\$5,200.00	\$4,200.00	\$4,000.00	\$4,400.00	\$6,000.00	\$5,200.00
34	Altitude Valve 8 In	1	LS	\$11,955.00	\$11,000.00	\$11,000.00	\$12,500.00	\$10,000.00	\$14,000.00	\$17,500.00	\$14,700.00
35	Swing Check Valve 10 In	1	EA	\$3,510.00	\$4,000.00	\$4,200.00	\$3,800.00	\$3,500.00	\$4,600.00	\$5,500.00	\$5,300.00
36	Temporary Erosion and Sediment Control	1	LS	\$100.00	\$2,500.00	\$2,000.00	\$2,800.00	\$6,000.00	\$500.00	\$2,500.00	\$3,300.00
37	Agronomic Soil Testing	1	LS	\$200.00	\$1,100.00	\$750.00	\$1,150.00	\$900.00	\$250.00	\$1,000.00	\$7,800.00
38	Biodegradable Erosion Control Blanket	350	SY	\$2,012.50	\$1,575.00	\$1,050.00	\$6,650.00	\$2,800.00	\$1,400.00	\$10,500.00	\$1,225.00
39	Seeding, Fertilizing and Biotic Soil Amendment (BSA)	350	SY	\$1,312.50	\$1,137.50	\$1,050.00	\$1,137.50	\$1,400.00	\$1,050.00	\$1,750.00	\$3,598.00
40	Mulching with Long-Term Mulch	350	SY	\$1,312.50	\$787.50	\$1,400.00	\$787.50	\$875.00	\$1,050.00	\$3,500.00	\$2,450.00
41	High Visibility Fence	225	LF	\$1,462.50	\$675.00	\$1,125.00	\$787.50	\$1,125.00	\$675.00	\$1,350.00	\$1,800.00
42	High Visibility Silt Fence with Backup Support	225	LF	\$1,575.00	\$787.50	\$1,350.00	\$787.50	\$1,125.00	\$1,012.50	\$2,250.00	\$1,800.00
43	Silt Fence	0	LF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
44	Inlet Protection	2	EA	\$130.00	\$120.00	\$150.00	\$280.00	\$280.00	\$400.00	\$300.00	\$146.00
45	Wattle	150	LF	\$1,050.00	\$750.00	\$750.00	\$750.00	\$1,200.00	\$450.00	\$1,500.00	\$1,581.00
46	Stabilized Construction Entrance	50	SY	\$500.00	\$700.00	\$2,500.00	\$4,300.00	\$1,250.00	\$2,000.00	\$3,000.00	\$1,150.00
47	Remove and Replace Existing Monument	2	EA	\$3,370.00	\$2,400.00	\$2,000.00	\$9,800.00	\$2,800.00	\$3,000.00	\$3,000.00	\$490.00
48	Quarry Spalls	15	TNS	\$375.00	\$675.00	\$1,200.00	\$2,595.00	\$1,200.00	\$1,125.00	\$750.00	\$1,350.00

Item No.	Item	Bid Qty.	Unit	PIPKIN Bid Total	STRIDER Bid Total	J & K Bid Total	SMITH Bid Total	KRCI Bid Total	SELLAND Bid Total	HURST Bid Total	DW Bid Total
49	Plastic Line	1700	LF	\$4,760.00	\$5,100.00	\$5,100.00	\$7,650.00	\$8,500.00	\$6,800.00	\$5,100.00	\$9,010.00
Subtotal (Schedule A)				\$507,100.00	\$564,637.50	\$581,755.00	\$591,277.50	\$630,085.00	\$742,373.50	\$738,590.00	\$780,158.00
Sales Tax(Schedule A)				\$43,103.50	\$47,994.19	\$49,449.18	\$50,258.59	\$53,557.23	\$63,101.75	\$62,780.15	\$66,313.43
Total Bid (Schedule A)				\$550,203.50	\$612,631.69	\$631,204.18	\$641,536.09	\$683,642.23	\$805,475.25	\$801,370.15	\$846,471.43



City of Wenatchee
Bid Tabulation
Skyline Reservoir Transmission Main & Utility
Improvements - CPN 1704

Item No.	Item	Bid Qty.	Unit	PIPKIN Bid Total	STRIDER Bid Total	J & K Bid Total	SMITH Bid Total	KRCI Bid Total	SELLAND Bid Total	HURST Bid Total	DW Bid Total
Schedule B- Storm											
1	Minor Change	1	EST	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	Final Cleanup and Restoration	1	LS	\$3,500.00	\$2,000.00	\$2,000.00	\$6,350.00	\$5,000.00	\$1,000.00	\$2,500.00	\$2,800.00
3	Roadway Surveying	1	LS	\$6,750.00	\$2,500.00	\$4,000.00	\$7,200.00	\$5,000.00	\$5,000.00	\$7,500.00	\$4,500.00
4	Record Drawings (Min \$2,000 Bid)	0	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	Utility Potholing	26	EA	\$7,670.00	\$5,850.00	\$13,000.00	\$7,540.00	\$10,400.00	\$13,000.00	\$9,100.00	\$9,880.00
6	Mobilization	1	LS	\$37,000.00	\$30,000.00	\$14,500.00	\$5,500.00	\$2,500.00	\$10,000.00	\$1,000.00	\$720.00
7	Project Temporary Traffic Control	0	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	Clearing and Grubbing	0	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	Removal of Structures and Obstructions	1	LS	\$5,500.00	\$8,000.00	\$4,500.00	\$13,000.00	\$1,000.00	\$2,500.00	\$15,000.00	\$578.00
10	Saw Cutting	180	LF	\$180.00	\$360.00	\$360.00	\$405.00	\$900.00	\$540.00	\$360.00	\$900.00
11	Roadway Excavation Including Haul	390	CY	\$10,140.00	\$9,360.00	\$12,480.00	\$8,775.00	\$11,700.00	\$19,500.00	\$11,700.00	\$21,840.00
12	Shoring or Extra Excavation, Class B	1	LS	\$10,000.00	\$1,500.00	\$4,000.00	\$1,100.00	\$500.00	\$1.00	\$2,500.00	\$664.00
13	Controlled Density Fill	10	CY	\$1,800.00	\$1,900.00	\$2,000.00	\$2,800.00	\$2,000.00	\$2,500.00	\$2,000.00	\$1,470.00
14	Crushed Surfacing Base Course	490	TON	\$9,310.00	\$12,740.00	\$15,680.00	\$13,230.00	\$9,800.00	\$17,150.00	\$19,600.00	\$17,640.00
15	Crushed Surfacing Top Course	120	TON	\$2,280.00	\$4,800.00	\$5,760.00	\$5,040.00	\$4,200.00	\$4,200.00	\$4,800.00	\$4,560.00
16	HMA Cl. 1/2 In. PG 64-28	170	TON	\$13,600.00	\$14,450.00	\$14,450.00	\$14,620.00	\$15,300.00	\$13,600.00	\$14,450.00	\$16,830.00
17	Valve Building	0	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	Antenna Relocation	0	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19	Corrugated Polyethylene Culvert Pipe 12 In. Diam.	40	LF	\$1,600.00	\$1,800.00	\$3,200.00	\$2,880.00	\$1,600.00	\$2,000.00	\$2,400.00	\$1,720.00
20	Corrugated Polyethylene Storm Sewer Pipe 18 In. Diam.	425	LF	\$40,375.00	\$38,250.00	\$34,000.00	\$35,700.00	\$29,750.00	\$27,625.00	\$48,875.00	\$23,375.00
21	Connection to Existing Storm Drain	1	LS	\$1,200.00	\$1,200.00	\$1,600.00	\$2,200.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,200.00
22	Storm Manhole 48 In. Diam. Type 1	3	EA	\$11,250.00	\$15,000.00	\$12,600.00	\$14,700.00	\$15,000.00	\$12,000.00	\$16,500.00	\$9,600.00
23	Storm Manhole 60 In. Diam. Type 1	1	EA	\$5,950.00	\$7,500.00	\$7,200.00	\$7,100.00	\$5,500.00	\$5,000.00	\$8,500.00	\$4,800.00
24	Air Gap (for Drain)	0	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25	Ductile Iron Drain Pipe 12 IN. Diam.	0	LF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26	Ductile Iron Pipe for Water Main 16 In. Diam.	0	LF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27	Building and Yard Water Piping	0	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28	Imported Trench Backfill	110	TON	\$2,640.00	\$2,200.00	\$2,420.00	\$4,730.00	\$2,750.00	\$2,750.00	\$2,750.00	\$5,500.00
29	Extra Trench Excavation	10	CY	\$370.00	\$250.00	\$600.00	\$510.00	\$1,300.00	\$250.00	\$250.00	\$730.00
30	Rock Excavation	10	CY	\$200.00	\$900.00	\$800.00	\$1,420.00	\$1,200.00	\$1,000.00	\$2,000.00	\$3,600.00
31	Circulation Pump	0	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
32	Gate Valve 8 In	0	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
33	Gate Valve 10 In	0	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
34	Altitude Valve 8 In	0	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
35	Swing Check Valve 10 In	0	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
36	Temporary Erosion and Sediment Control	1	LS	\$100.00	\$500.00	\$1,000.00	\$2,800.00	\$2,500.00	\$500.00	\$2,500.00	\$665.00
37	Agronomic Soil Testing	0	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
38	Biodegradable Erosion Control Blanket	0	SY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39	Seeding, Fertilizing and Biotic Soil Amendment (BSA)	0	SY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
40	Mulching with Long-Term Mulch	0	SY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
41	High Visibility Fence	0	LF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
42	High Visibility Silt Fence with Backup Support	0	LF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
43	Silt Fence	100	LF	\$750.00	\$350.00	\$500.00	\$350.00	\$500.00	\$300.00	\$1,000.00	\$800.00
44	Inlet Protection	1	EA	\$67.00	\$65.00	\$75.00	\$143.00	\$80.00	\$200.00	\$150.00	\$73.00
45	Wattle	100	LF	\$800.00	\$500.00	\$500.00	\$500.00	\$800.00	\$300.00	\$1,000.00	\$1,600.00

Item No.	Item	Bid Qty.	Unit	PIPKIN Bid Total	STRIDER Bid Total	J & K Bid Total	SMITH Bid Total	KRCI Bid Total	SELLAND Bid Total	HURST Bid Total	DW Bid Total
46	Stabilized Construction Entrance	0	SY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
47	Remove and Replace Existing Monument	0	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
48	Quarry Spalls	5	TNS	\$300.00	\$225.00	\$500.00	\$720.00	\$400.00	\$375.00	\$250.00	\$450.00
49	Plastic Line	1,100	LF	\$3,080.00	\$3,300.00	\$3,300.00	\$4,950.00	\$5,500.00	\$4,400.00	\$3,300.00	\$5,786.00
Subtotal (Schedule B)				\$186,412.00	\$175,500.00	\$171,025.00	\$174,263.00	\$146,680.00	\$156,691.00	\$190,985.00	\$152,281.00
Sales Tax(Schedule B)				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Bid (Schedule B)				\$186,412.00	\$175,500.00	\$171,025.00	\$174,263.00	\$146,680.00	\$156,691.00	\$190,985.00	\$152,281.00
Total Bid (Schedule A + Schedule B)				\$736,615.50	\$788,131.69	\$802,229.18	\$815,799.09	\$830,322.23	\$962,166.25	\$992,355.15	\$998,752.43

CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Brooklyn Holton, Housing & Community Planner

MEETING DATE: May 14, 2020

I. SUBJECT

Amendments to the CDBG 2013-2019 Consolidated Plan, Wenatchee's Citizen Participation Plan and the 2019 Annual Action Plan in response to the CDBG-CV funding allocated to the City of Wenatchee, an entitlement community, from the U.S. Department of Housing and Urban Development (HUD).

II. ACTION REQUESTED

1. Conduct a Public Hearing
2. Adopt the following amendments and authorize the Mayor to sign all related applications, certifications, assurances and waivers:
 - a. 2019-2019 Consolidated Plan
 - b. City of Wenatchee Citizen Participation Plan
 - c. 2019 Annual Action Plan

III. OVERVIEW

The CDBG Consolidated Plan is a long-range strategic plan that assesses community needs, establishes priority objectives and outlines strategies the jurisdiction will pursue over a designated period to improve the City's housing, community and economic assets principally benefiting low- and moderate-income households

The Citizen Participation Plan outlines when, where and how citizens can access information, review and comment on major community plans and comment on the progress of funded activities.

The CDBG Annual Action Plan describes how anticipated funds will be used and identifies associated activities the jurisdiction proposes to undertake in the current program year. It also connects the funded activities to the Consolidated Plan.

On March 13, 2020, the COVID_19 pandemic was declared a national emergency and therefore a declaration of major disaster was established for many programs including CDBG. This brought the Coronavirus Aid, Relief and Economic Stability (CARES) Act and made available \$139, 593 in supplemental funding (CDBG-CV) for Wenatchee to prevent, prepare for and respond to the coronavirus.

CDBG-CV funding is a specific entitlement allocation and therefore must go through the process of acceptance for a new award. In order to support efficient distribution and effective use of funding, HUD issued the following waivers:

- i. A reduced public comment timeline from 30 days to no less than 5 days
- ii. Suspension of the 15% public services cap
- iii. Allowance of reimbursement(s) for eligible cost regardless of date
- iv. 2020 Plan submittal deadlines from August 16, 2020 to August 16, 2021

Each jurisdiction is required to identify the proposed use of all funds and how they will prevent, prepare for and respond to the coronavirus while preventing duplication of benefits; funding may not be used to pay costs if another source of financial assistance, public or private, is available.

On May 8, 2020, a public notice was published in the Wenatchee World outlining the proposed CDBG Plan amendments and recommended use of funding including:

- Amendment to the 2013-2019 Consolidated Plan and including disaster response as a priority; and
- Amendment to the Citizen Participation Plan to utilize available waivers for decreasing public notice requirement to no less than 5 days and establishing adequate notice and opportunity to respond guidelines; and
- Amendment to the 2019 Annual Action Plan to accept CDBG-CV funding in the amount of \$139,593 with the following allocations:
 - Emergency Income Payments: \$65,000
 - Assistance for Businesses: \$65,000
 - Food System Support: \$9,593

IV. FISCAL IMPACT

The \$139,593 will be redistributed and cost of managing the funds will be covered by the administration portion of the 2019 CDBG award.

V. PROPOSED PROJECT SCHEDULE

May 14, 2020 : hold a public hearing, review comments, approve final amendments

May 30, 2020 : have Subrecipient contracts finalized

June 1, 2020 : begin internal process for receipt of funds subsequent distribution

VI. REFERENCE(S):

CDBG-CV Award Letter

Published Public Notice

2019 Annual Action Plan – *with amendments highlighted*

Link to the 2013-2019 Consolidated Plan & Citizen Participation Plan (Appendix C) – *with amendments highlighted* ([click here](#))

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk

Laura Merrill, Executive Services Director

Brad Posenjak, Finance Director

Kim Schooley, Community Development Administrative Assistance



ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

April 2, 2020

City of Wenatchee
Mayor's Office

APR 15 2020

Received

The Honorable Frank Kuntz
Mayor of Wenatchee
301 Yakima Street
3rd Floor
Wenatchee, WA 98801-2901

Dear Mayor Kuntz:

I am pleased to inform you of a special allocation to your jurisdiction of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the Department is immediately allocating \$2 billion based on the fiscal year 2020 CDBG formula. The remaining \$3 billion shall be allocated based on needs using best available data, in the following tranches: \$1 billion shall be allocated to States and insular areas within 45 days of enactment of the Cares Act, and \$2 billion shall be distributed to states and local governments at the discretion of the Secretary. Up to \$10 million will be set aside for technical assistance. Given the immediate needs faced by our communities, the Department has announced the first allocation of funds. Your jurisdiction's allocation is \$139,593.

The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date.

In addition, the CARES Act authorizes the Secretary to grant waivers and alternative requirements of statutes and regulations the Secretary administers in connection with the use of CDBG-CV funds and fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative requirements can be granted when necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to coronavirus.

The Department is developing a notice that will further describes the CARES Act's provisions, a Quick Guide to the CARES Act flexibilities and other provisions, and other resources

to enable swift implementation of CDBG-CV grants. As these become available, they will be posted on HUD's website and distributed to grantees. The Department will also support grantees with technical assistance.

As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low- and moderate-income persons and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. You should coordinate with state and local health authorities before undertaking any activity to support state or local pandemic response. CDBG-CV grants will be subject to oversight, reporting, and requirements that each grantee have adequate procedures to prevent the duplication of benefits. HUD will provide guidance and technical assistance on DOB and regarding prevention of fraud, waste, and abuse and documenting the impact of this program for beneficiaries.

The Office of Community Planning and Development (CPD) is looking forward to working with you to successfully meet the urgent and complex challenges faced by our communities. If you or any member of your staff has questions, please contact your local CPD Field Office Director or CPDQuestionsAnswered@hud.gov.

Sincerely,



John Gibbs
Acting Assistant Secretary
for Community Planning and Development
U.S. Department of Housing and Urban Development

Notice of a Public Hearing
CITY OF WENATCHEE
Amendment to the following:
2013-2019 Consolidated Plan
Citizen Participation Plan
2019 CDBG Annual Action Plan

Residents of Wenatchee and other interested persons are invited to comment on the following:

1. AMENDMENT to the *2013-2019 CDBG Consolidated Plan*
 - a. Include disaster response as a priority
2. AMENDMENT to the *Citizen Participation Plan*
 - a. Utilize allowable waivers to decrease the public notice requirement to no less than 5 days
 - b. Establish adequate notice and opportunity to respond
3. AMENDMENT to the *2019 Annual Action Plan*
 - a. Accept CDBG-CV funding in the amount of \$139,593 allocated to the following:
 - i. Emergency Income Payments: \$65,000
 - ii. Assistance for Businesses: \$65,000
 - iii. Food System Support: \$9,593

All comments, preferably in writing, that are received by 5pm on **May 14, 2020** will be considered prior to final action. Such comments shall be addressed to:

Brooklyn Holton; City of Wenatchee - CDBG Program:
bholton@wenatcheewa.gov or a voicemail to (509) 888-3258

Copies of the AMENDMENTS are available on the City's website at www.wenatcheewa.gov. Copies, including alternative formats, may also be requested by calling (509) 888-3258 and leaving a voicemail or by emailing bholton@wenatcheewa.gov.

NOTICE IS HEREBY GIVEN that a VIRTUAL public hearing will be held by the Wenatchee City Council. The Wenatchee City Council will be meeting in-person at 301 Yakima Street, Wenatchee, WA on **Thursday, May 14, 2020 at 5:15pm** to consider all public comments and take action on the proposed amendments. The City encourages all citizens to participate. Requests for special assistance to participate in this meeting, including language interpretation, must be made at least five (5) days prior to the scheduled hearing date. **Please Note that due to COVID-19 "Stay Home, Stay Healthy" orders and in accordance with the CPD Waivers authorized by 24 CFR 91.600, the public hearing will only be available VIRTUALLY to the public through the City of Wenatchee's public YouTube channel.** Here, the comment feature can be used for real-time feedback, response and documentation of comments. Please contact Brooklyn Holton, information above, with any questions.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Mayor's office at (509) 888-6204 (TTY711). Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting. (28 CFR 35.102-35.104 ADA Title 1.)

Dated at Wenatchee, Washington this 5th day of May, 2020

Please publish one time only on Saturday, May 8, 2020. Send affidavit of publication to:
Kim Schooley
1350 McKittrick Street, Ste. A
Wenatchee, WA 98801



City of Wenatchee

Community Development Block Grant (CDBG)

2019 Annual Action Plan

AMENDMENT I

**Implementing the 2013 – 2019
Housing & Community Development
Consolidated Plan**

Community & Economic Development Department

1350 McKittrick Street

Wenatchee, WA 98801

Phone (509) 888-3258

Email: bholton@wenatcheewa.gov

Draft Amendment I May 2020

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Executive Summary

Introduction

The City of Wenatchee has been designated as an entitlement community since 2006 under Title 1 of the Housing & Community Development Act of 1974. As a result, the City is eligible to receive Community Development Block Grant (CDBG) funds annually from the U.S. Department of Housing & Urban Development (HUD). As of 2018, the City's CDBG program fiscal year is October 1st through September 30th of the following year.

During the 2019 program year, on March 13, 2020, the COVID-19 pandemic was declared a national emergency and therefore a major disaster declaration for programs including CDBG. The Coronavirus Aid, Relief and Economic Security (CARES) Act subsequently made available supplemental funding (CDBG-CV) to prevent, prepare for and respond to the coronavirus. Amendment I of the 2019 AAP is in response to the City of Wenatchee's acceptance of CDBG-CV funding and plan for distribution of all funding provided by the U.S. Department of Housing and Urban Development under the CARES Act.

Assessment of the City of Wenatchee has demonstrated disproportionate needs related to housing, income loss, economic development and public services. COVID-19 continues to cause unprecedented damage to the economic stability of businesses and households.

HUD allocated \$139,593 in CDBG-CV funding to the City of Wenatchee to support efforts that will prevent, prepare for and respond to the coronavirus. This funding is designed to address needs that remain after all other assistance has been exhausted, including federal assistance as well as private insurance. This Amendment will describe how the funding, along with subsequent allocations, will be distributed to address remaining unmet needs in Wenatchee.

Plan Objectives & Outcomes

The 2019 Annual Action Plan will support targeted objectives from the Consolidated Plan through the implementation of the following activities

Objective 1 - Preserving & Improving Neighborhoods:

2019 activities include improvements to the Wenatchee community center and our code enforcement program.

Objective 2 - Reducing homelessness:

2019 activities include aligning CDBG housing and community development projects with the Chelan-Douglas Homeless Plan and supporting services that lead to self-sufficiency for homeless individuals and individuals at-risk for homelessness.

Objectives 3 & 4 - Supporting public services & developing economic opportunities:

2019 activities include literacy/ESL tutoring and training through the Wenatchee Literacy Council; the City's Code Enforcement Referral/Debris Removal Program; and a Boots-on-the-Ground youth educational camp through the Wenatchee Valley YMCA.

Objective 5 -

The objectives and outcomes for the 2019 CDBG program year will benefit the entire City of Wenatchee with a focus in the South-Central Wenatchee Core target area. This target area was identified in 2014 under direction from HUD and new census data. The modification helped to recognize areas that have a greater concentration of low-income residents, exhibit greater deterioration of properties and have a higher need for infrastructure improvements.

Evaluation of Past Performance

During the 2018 program year (April 1, 2017 – September 30, 2019), the following activities were completed:

Objective 1 - Preserving & improving neighborhoods:

- Code Enforcement: The City continued to provide an additional 0.25 FTE code enforcement officer to work in the South-Central Wenatchee Core identified as the target area for CDBG projects. The fall of 2014 was the kickoff for a voluntary compliance based code enforcement program and has continued to provide assistance to residents in violation of City Code the opportunity to comply on a voluntary basis.
- Sidewalk Project: With Phase I beginning in the 2014 CDBG program year and completing near the beginning of the 2016 program year, Phase II design and analysis began mid-year of the 2016 program. Like before, this design includes sidewalk (from Peachey St. to Ferry St.), lighting on both sides, public art hanging from light posts in the form of colorful metal banners known as “Papel Picado” as well as stamped concrete along the sidewalk. All three phases have been constructed with art installation complete. The entire project was completed in the 2018 program year.

Objectives 2 & 3 - Supporting public services & promoting economic development:

- Literacy Council: The Wenatchee Literacy Council program provided literacy/English tutoring services primarily to low-moderate income individuals in Wenatchee. Each year the Literacy Council serves 227 students.
- Code Enforcement Referral & Debris Removal Program: The City established this new program in 3rd quarter 2013 to assist low-income residents in responding to code enforcement violation notices and has continued this service through the 2018 program year. Services include free dumpster rentals, free dump disposal vouchers (26), and referrals to volunteer community agencies that can assist with clean-up/repair chores. The revamping of processes for code enforcement provide guidance and assistance to low- and moderate-income persons for meeting and continuing to be

in compliance with city code. In combination with the guidance and assistance, the code enforcement voluntary compliance program also supports code compliance.

Summary of Citizen Participation & Consultation Process

In 2012, the AIA public process and development of the 2013-2019 Consolidated Plan resulted in extensive public outreach for input. While developing the 2019 Annual Action Plan, careful consideration of past community feedback and professional recommendation was taken. The information referenced was provided by a broad spectrum of community stakeholders including local homeless service providers, social service agencies, business representative, government officials and private citizens. Recent planning efforts resulted in the finalized South Wenatchee Action Plan. Boundaries identified in this plan encompass all of the South-Central Wenatchee Core neighborhood and provided community values, goals and priorities for the future of the residents and businesses in the area. The 2015 update to the Homeless Plan provided a platform for the Wenatchee community to provide input on housing and services. Also, during 2016, a Wenatchee Housing Needs Assessment was conducted. In addition to applying previous community input and an open comment period for 30 days, two opportunities for comment were held in the form of public hearings; July 24, 2019 at the Planning Commission meeting and August 11, 2019 at the City Council meeting.

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

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

AMENDMENT UPDATE

In addition to the notice published in the Wenatchee World on May 8, 2020 opening the comment period for no less than 5 days and notifying the community of the public hearing held at the Wenatchee City Council meeting on May 14, 2020, the following consultation provided valuable insight and direction for the Amendment and associated funding distribution:

- Economic check-ins with the Chelan Douglas Regional Port Authority and the North Central Washington Economic Development District (NCWEDD)
- Weekly "Food Security Sector" calls hosted by the Community Foundation of NCW
- Weekly "Senior Services Sector" calls hosted by the Community Foundation of NCW
- Weekly "Helping Hands" regional funding check-ins and coordination hosted by the Community Foundation of NCW
- Coordination with the North Central Accountable Community of Health staff and the associated Incident Command System needs and Community Support Fund applications

Summary of Public Comments

A public notice was published in the Wenatchee World on July 10, 2019 notifying the community of the 30-day comment period for the draft 2019 Annual Action Plan as well as the opportunity to attend a public hearing on either July 24, 2019 at the Planning Commission

meeting or on August 11, 2019 at the City Council meeting. The Annual Action Plan was adopted at the City Council meeting on July 11, 2019 following the public hearing and pursuant to any additional comment received by August 12, 2019; no comments were received.

AMENDMENT I UPDATE:

On May 8, 2020, a public notice published in the Wenatchee World opening the comment period for the Wenatchee community to provide feedback on the proposed Amendment prior to the public hearing held on May 14, 2020 at the regularly scheduled City Council meeting. Due to the Washington State “Stay Home, Stay Healthy” order and in accordance with the HUD waiver authorized by CFR 91.600, the public hearing was held virtually with the option for the public to comment online during the live meeting. The online comment feature provided real-time feedback, response and documentation of comments including:

- **INSERT ANY COMMENTS RECEIVED HERE**

Lead & Responsible Agencies

The City of Wenatchee is a CDBG entitlement, and therefore, serves as the lead agency and administrator for the City's CDBG funds.

Annual Plan Public Contact Information

City of Wenatchee
Community & Economic Development Department
Brooklyn Holton, Grant Programs Coordinator
1350 McKittrick Street
Wenatchee, WA 98801
Phone: (509)888-3258
Email: bholton@wenatcheewa.gov

Public Consultation

Introduction

The 2019 Annual Action Plan was developed with careful consideration of public comment that resulted from the AIA public process, development of the 2013-2019 Consolidated Plan, development of the South Wenatchee Action Plan, the updated Homeless Plan, two public hearings held on July 24, 2019 and August 11, 2019. **The Amendment process included a public hearing held on May 14, 2020.**

Feedback was received from a wide range of groups within the community as described below.

Summary of activities to enhance coordination between housing providers, health providers, mental health providers, and service agencies

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

- Homeless Steering Committee: The City coordinates and chairs the Homeless Steering Committee which is comprised of local elected officials and community leaders. The role of the committee is to guide the development of the Chelan-Douglas Homeless Plan and to identify annual funding priorities for homeless services.
- Homeless Task Force: The City coordinates and chairs the Homeless Task Force which is comprised of representatives from local organizations that provide homeless housing services, health services, mental health & substance abuse services, and other social services. The role of the Task Force is to provide a forum for enhanced communication and coordination between these partner organizations.
- Chelan Douglas Tenant Landlord Liaison Program: The City coordinates and chairs this committee which is comprised of representatives from local housing programs. The committee is focused on addressing barriers homeless and low-income residents face when attempting to obtain and maintain affordable rental housing.
- The Housing Authority of Chelan County & the City of Wenatchee operates multi-family housing units and administers Section 8 tenant vouchers. The City works closely with the Housing Authority to coordinate and leverage resources whenever possible.
- Mental Health Stakeholders: Catholic Family Services provides intensive community-based mental health services in Wenatchee and is a huge partner and supporter of community empowerment and enhancing quality of life.
- Interagency Meeting: Monthly meetings are held to provide an opportunity to the social service providers and the community to connect and become educated about on-going and new social services offered. Many organizations and individuals are represented each month supporting such a valuable meeting.

- **Serve Wenatchee Valley:** As a coordinator of social services, Serve Wenatchee Valley has been an asset to the community and local leaders by assisting with tangible needs, hosting community events, providing topic specific giveaways and organizing events to provide support for local leadership.
- **Wenatchee Downtown Association:** Supporters and enthusiasts for local small businesses, historic downtown, local culture and volunteers, the Wenatchee Downtown Association believes in the value of each individual's contribution. The mission to strengthen and enrich the downtown experience provides a unique vision into the community and valuable input into the planning ideas.
- **Healthy Living Wenatchee Valley Coalition:** Members of the health care, fitness, clinical, local government and community stakeholder groups work together to remove barriers, build networks, connect people to resources and provide education in order to ensure residents have ready access to systems that support high quality of living.
- **North Central Accountable Community of Health (NCACH) Chelan-Douglas Coalition for Health Improvement (CD-CHI):** local stakeholders who share a vision of connected, responsive, and pro-active regional health by engaging a wide variety of partners to build a healthier North Central Washington through Whole Person Care.

Describe coordination with the Continuum of Care & efforts to address the needs of homeless individuals and individuals at-risk for homelessness

The City serves as the lead agency for the Chelan-Douglas Homeless Plan and acts as the lead entity for administering state and county homeless funding (i.e. the Consolidated Homeless Grant, Chelan-Douglas County Homeless Funds, Chelan County Low-Income Housing Funds and the Emergency Solutions Grant). This entails working with the Washington State Department of Commerce regarding the Balance of State Continuum of Care that includes Chelan and Douglas counties. This also entails working with the Homeless Steering Committee, which is responsible for developing the Chelan-Douglas Homeless Plan. The committee is also responsible for identifying funding priorities and determining annual funding allocations. Implementation of the Homeless Plan is administered by the City with input and support from the Homeless Task Force.

Describe consultation with the Continuum of Care that serves the State in determining how to allocate ESG funds; develop performance standards; evaluate outcomes of projects assisted by ESG funds; and develop funding, policies and procedures for the operation and administration of HMIS

The City is part of the Balance of State Continuum of Care, and participates as a member of the State's Continuum of Care/Balance of State Committee. The City administers its programs and manages its sub grantee agreements, including HMIS administration, in compliance with the requirements, standards, and policies/procedures established by the Washington State Department of Commerce.

Describe organizations that participated in the consultation process and describe the City's consultations with housing, social service, & other community agencies

The City has continued to take into careful consideration feedback from a wide variety of organizations within Chelan and Douglas counties as outlined in the table below. Each organization listed has had the opportunity to provide feedback either through one-on-one discussions or through discussions in regular meetings. Continued community input contributes to the development of the Annual Action Plan by helping to identify the following:

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

	Organization Name	Type Of Service Provided	Section Of Plan Addressed By Consultation
1	Chelan Douglas Community Action Council	Housing	Housing Need Assessment Homeless Needs - Families With Children Homelessness Strategy
2	Housing Authority of Chelan County and City of Wenatchee	Housing PHA	Housing Need Assessment Public Housing Needs Homelessness Strategy
3	Women's Resource Center/Bruce Housing	Housing	Housing Need Assessment Homelessness Strategy
4	YWCA of Wenatchee Valley	Housing	Housing Need Assessment Homelessness Strategy
5	Wenatchee School District	Services-Homeless Services-Education	Housing Need Assessment Homeless Needs - Families With Children Homelessness Needs - Unaccompanied Youth Anti-Poverty Strategy
6	Wenatchee Valley College	Services-Education Services-Employment	Anti-Poverty Strategy Job Skills Training
7	Wenatchee Downtown Association	Business Leaders	Anti-Poverty Strategy
8	Rental Association of Wenatchee Valley	Housing	Housing Need Assessment Homelessness Strategy
9	Wenatchee Police Department	Law Enforcement	Homeless Needs - Chronically Homeless Homelessness Strategy
10	Chelan County Regional Justice Center	Housing Other Government - County	Housing Need Assessment Homelessness Strategy
11	Northwest Justice Project	Services-Fair Housing	Homelessness Strategy
12	Chelan Douglas Health District	Services-Health	Homeless Needs - Chronically Homeless Homeless Needs - Families With Children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied Youth Homelessness Strategy

	Organization Name	Type Of Service Provided	Section Of Plan Addressed By Consultation
13	VA Health Clinic	Services-Health	Homelessness Needs - Veterans
14	Serve Wenatchee Valley	Faith-Based Assistance	Anti-Poverty Strategy
15	Columbia Valley Housing Association	Housing	Housing Need Assessment Homelessness Strategy
16	Lighthouse Christian Ministries	Housing Services-Homeless	Housing Need Assessment Homeless Needs - Chronically Homeless Homelessness Strategy Anti-Poverty Strategy
17	SAGE	Housing Services-Victims Of Domestic Violence	Housing Need Assessment Homeless Needs - Families With Children Homelessness Strategy
18	Regional Support Network	Services-Health Other Government - County	Mental Health Needs
19	Recovery Innovations	Health Agency	Housing Need Assessment Homelessness Strategy Mental Health & Substance Abuse Needs
20	Salvation Army	Housing	Housing Need Assessment Homelessness Strategy
21	Literacy Council	Services-Education	Anti-Poverty Strategy Literacy Needs

Other Local/Regional/State/Federal Planning Efforts

Recommendations from a number of local and regional plans were considered when developing the 2019 Annual Action Plan:

Name of Plan	Lead Organization	How do the goals of the Annual Plan overlap with the goals of each plan?
Continuum of Care	Washington State Department of Commerce	The City of Wenatchee is part of the Balance of State Continuum of Care, and participates as a member of the State's Continuum of Care/Balance of State Committee. Information and input from this committee was incorporated into the 2019 Annual Plan.
Imagine South Wenatchee	City of Wenatchee	In 2012, the city facilitated a comprehensive visioning process which included conducting a sustainable design assessment. The resulting Sustainable Design Assessment Report included key recommendations focused primarily on the predominately low-income South Wenatchee area. Recommendations from this report were incorporated into the 2013-2019 Consolidated Plan, 2018 Annual Action Plan and will also be in the 2019 Annual Action Plan.
Wenatchee Urban Area Comprehensive Plan	City of Wenatchee	The goals of the Comprehensive Plan are broader in scope than the goals of the Consolidated Plan. However, it aligns with Comprehensive Plan goals for housing affordability; housing equity; coordination with service agencies & community advocates; & entrepreneurial support.
Chelan-Douglas Homeless Plan	City of Wenatchee	The City of Wenatchee serves as the lead entity for overseeing the development and implementation of a “Ten year Plan to End Homelessness in Chelan & Douglas Counties”. The original plan was published in 2005 and has been updated periodically. The most recent update to the plan was published in 2015. The Homeless Plan focuses on furthering the Washington State Homeless Performance Goals which include: 1.) Reducing the number of homeless persons; 2.) Reducing the amount of time they are homeless; 3.) Increasing the number who move to permanent housing; and 4.) Reducing the number who recede back into homelessness. These performance goals align with the CDBG goals outlined in the 2019 Annual Plan.
Code Enforcement Report	City of Wenatchee	Key recommendations in the 2012 Code Enforcement report included supporting neighborhood revitalization efforts, promoting voluntary compliance, and conducting evaluations to measure results. Recommendations from this report were incorporated into the 2013-2019 Consolidated Plan, 2019 Annual Action Plan and will also be in the 2019 Annual Action Plan.

Participation

Summary of Citizen Participation Process & Its Impact on Goal Setting

In 2012, the AIA public process and development of the 2013-2019 Consolidated Plan resulted in extensive public outreach for input. While developing the 2019 Annual Action Plan, careful consideration of past community feedback and professional recommendation was taken. The information referenced was provided by a broad spectrum of community stakeholders including local homeless service providers, social service agencies, business representative, government officials and private citizens. In addition to applying previous community input, two opportunities for comment were held in the form of public hearings; July 24, 2019 at the Planning Commission meeting and August 11, 2019 at the City Council meeting. For the Amendment, one public hearing was provided on May 14, 2020 at a regularly scheduled City Council meeting; this hearing was provided in a virtual format due to COVID-19 stay home restrictions. The online comment feature provided real-time feedback, response and documentation of comments including:

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

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

As a result of the feedback received, the following needs were identified:

1. Increased affordable housing
2. Improved access to housing for those facing housing barriers (i.e., passing background checks)
3. Increased supporting housing, particularly for residents with mental health and substance abuse disorders
4. Improving access to living-wage jobs through education/job training and recruiting/retention of employers offering living-wage jobs
5. Prevention of neighborhood blight
6. Raising community awareness and understanding of the root causes of local poverty and homelessness
7. Improving information sharing, system navigation and coordination of services
8. COVID-19 responses focused on income loss, economic supports and public service needs such as food and housing supports

Outreach Target	Outreach Method	Summary of Response/Attendance	Summary of Comments Received	Summary of Comments Not Accepted & Reasons
Homeless Steering Committee	Quarterly Meetings	The City coordinates the Homeless Steering Committee which is comprised of local elected officials and community leaders. The role of the committee is to guide the development of the Chelan-Douglas Homeless Plan and to identify annual funding priorities for homeless services.	<p>As a result of the feedback received, the following needs were identified:</p> <ol style="list-style-type: none"> 1. Expanding services for the chronically homeless 2. Improving the responsiveness for all components of our homeless response system 3. Increasing the development of and access to affordable rental housing 4. Addressing homelessness & the risk of homelessness for children & youth 5. Improving coordination of services through a coordinated entry system known as the Community Housing Network 6. Strengthening our data collection and analysis systems 	
Homeless Task Force	Bi-Monthly Meetings	The City coordinates the Homeless Task Force which meets every other month. The Task Force is comprised of homeless service providers and other community stakeholders. Members were solicited for input during the development of the 2018 Annual Action Plan.	<p>Challenges identified included:</p> <ol style="list-style-type: none"> 1. Insufficient services supporting the chronically homeless 2. A need to evaluate the effectiveness of our homeless system components and to then realign funding to support best practices 	

Outreach Target	Outreach Method	Summary of Response/Attendance	Summary of Comments Received	Summary of Comments Not Accepted & Reasons
			<ul style="list-style-type: none"> 3. Lack of affordable housing 4. Insufficient services supporting youth including unaccompanied youth under 18 5. Limited formal coordination of homeless services 6. Limited of inconsistent data collection & analysis capabilities 	
<p>South Wenatchee residents, business owners, & community partners</p>	<p>Imagine South Wenatchee Visioning Project</p>	<p>In 2012, the city facilitated a comprehensive visioning process which included conducting a sustainable design assessment. The resulting Sustainable Design Assessment Report included key recommendations focused primarily on the predominately low-income South Wenatchee area. In addition, community input was solicited through focus groups and surveys of residents and business owners in South Wenatchee. The community feedback and recommendations from the assessment report are incorporated into the 2013-2019 Consolidated Plan and carefully considered for the 2018 Annual Plan.</p>	<ul style="list-style-type: none"> – Strong desire for inclusion & celebration of large Hispanic population in South Wenatchee. – Need for structural improvements to increase safety & well-being (especially sidewalks & lighting). – Need for increased commercial ventures such as local grocery stores. – Improved transportation to commercial & public service areas. – Include public art into projects such as sidewalk and lighting construction 	<p>Rare but occasional inappropriate expressions of disgruntlement with the increasing Hispanic population in Wenatchee. These comments are in direct conflict with the City's mission to welcome, value, & celebrate diversity.</p>
<p>Interagency Networking Meetings</p>	<p>Monthly Meetings</p>	<p>Regular attendance at monthly Interagency Networking Meetings facilitated by the Wenatchee School District. 30 - 40 community service</p>	<ul style="list-style-type: none"> – Community organizations are experiencing financial challenges due to the downturn in the 	

Outreach Target	Outreach Method	Summary of Response/Attendance	Summary of Comments Received	Summary of Comments Not Accepted & Reasons
		<p>providers attend regularly. Member input was incorporated into the Annual Action Plan</p>	<p>economy which has resulted in funding & donation decreases.</p> <ul style="list-style-type: none"> - Need for a clearinghouse of information on local community resources. - Need for community-wide coordinated services. 	
<p>Non-targeted/broad community</p>	<p>Public Hearing</p>	<p>A public notice was published in the Wenatchee World on June 8, 2018 and again in El Mundous on June 14, 2018 notifying the community of the 30-day comment period for the draft 2018 Annual Action Plan as well as the opportunity to attend a public hearing on either June 8, 2018 at the Planning Commission meeting or on June 14, 2018 at the City Council meeting. The Annual Action Plan was adopted at the City Council meeting on June 14, 2018 after the public hearing.</p>	<ul style="list-style-type: none"> - Reviewing funding put towards the Code Enforcement and how it can be rerouted to connect with the Community Center 	
<p>School District</p>	<p>Quarterly meetings and continuous involvement with</p>	<p>The quarterly meetings held with the school board include the members of the school board and City of Wenatchee representatives. Communication with Wenatchee</p>	<ul style="list-style-type: none"> - Creating discussion opportunities for students K-12 with local leaders such as business owners or elected officials - Provide exposure to college and technical schools 	

Outreach Target	Outreach Method	Summary of Response/Attendance	Summary of Comments Received	Summary of Comments Not Accepted & Reasons
	Wenatchee Learns.	Learns occurs on a regular basis with different members available at different times.	<ul style="list-style-type: none"> - Bridge the gap and connect today's youth with the baby boomer generation 	
Code Enforcement	Meetings with Northwest Justice and Catholic Family Chore Services	City code enforcement staff coordinates with these agencies to serve low to moderate income individuals as part of the code enforcement program.	<p>Catholic Family services provides valuable volunteer services and provided coordination procedures for code enforcement.</p> <ul style="list-style-type: none"> - Northwest Justice Project provides free legal services to qualifying low income individuals and households. They have requested that we enforce code enforcement laws on substandard housing. They have also requested the City establish a rental license. 	
Rental Association	Chelan Douglas Tenant Landlord Liaison	The City coordinates with the Rental Association to promote fair housing and quality affordable housing.	<ul style="list-style-type: none"> - The Rental Association provides information to their landlord membership that helps landlords comply with laws and provide quality housing. They appreciate the coordination with the City so that they understand the City's housing programs 	

Expected Resources

Introduction

In addition to CDBG funding, the City of Wenatchee receives state and local funding to support homeless Continuum of Care activities. Anticipated funding for 2018 is outlined in the table below.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public - Federal	<ul style="list-style-type: none"> – Acquisition – Admin and Planning – Economic Development – Housing Public Improvements – Public Services 	238,184	33,902.96	83,250.27	355,337.23	355,337.23	These funds will be leveraged to obtain additional resources from other government entities (i.e. the Department of Transportation).

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG-CV	Public - Federal	<ul style="list-style-type: none"> - Economic Development - Emergency Income Support - Public Services 	\$139,593	\$0	\$0	\$139,593	\$139,593	These funds are from the Coronavirus Aid, Relief and Economic Security (CARES) Act and are to prevent, prepare for and respond to the coronavirus.
Consolidated Homeless Grant	Public - State	<ul style="list-style-type: none"> - Admin and Planning - Public Services - Other 	509,374	0	0	509,374	1,018,748	These funds are dedicated to rent assistance and emergency shelter/transitional housing operating costs to reduce homelessness in Chelan-Douglas counties.
Chelan Douglas County Homeless Funds	Public - Local	<ul style="list-style-type: none"> - Acquisition - Admin and Planning - Economic Development - Housing - Public Services - Other 	785,000	0	0	785,000	1,570,000	These funds are dedicated to reducing homelessness in Chelan & Douglas counties.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Chelan County Low-Income Housing Funds	Public - Local	<ul style="list-style-type: none"> - Housing - Other 	43,500	0	0	43,500	87,000	These funds are targeted to affordable low-income housing in Wenatchee and emergency shelter operations.

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

The match requirements for the homeless funds described above will be met without the use of CDBG funds.

Annual Goals and Objectives

Goals Summary Information

The following table provides a summary of the major goals and funding allocation for the 2019 program year.

	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preserve and Improve Neighborhoods	2013	2019	Non-Housing Community Development	– South-Central Wenatchee Core	-Neighborhood Improvement -Sidewalks -Lighting	<ul style="list-style-type: none"> – CDBG: \$232,709.97 – Chelan-Douglas Counties Homeless Housing Funds: \$0 – City of Wenatchee Low-Income Housing Funds: \$0 – State Consolidated Homeless Grant: \$0 – Emergency Solutions Grant: \$0 	<ul style="list-style-type: none"> – Public Facility or Infrastructure Activities other than Low/Moderate Income – Housing Benefit: 4,000 individuals assisted

	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Reduce Homelessness	2013	2019	Homeless	Chelan & Douglas Counties	Homelessness	<ul style="list-style-type: none"> - CDBG-CV: \$65,000 - Chelan-Douglas Counties Homeless Housing Funds: \$785,000 - City of Wenatchee Low-Income Housing Funds: \$43,500 - State Consolidated Homeless Grant: \$509,374 	<ul style="list-style-type: none"> - Emergency Income Response - Homeless Individuals Assisted - Overnight Shelter: 760 - Individuals Assisted - Homelessness Prevention: 667

	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Support Public Services & Economic Development	2013	2019	<ul style="list-style-type: none"> - Homeless - Non-Homeless Special Needs - Non-Housing Community Development - Public Services 	<ul style="list-style-type: none"> - South-Central Wenatchee Core 	Public Services	<ul style="list-style-type: none"> - CDBG-CV: \$74,593 - CDBG: \$35,727.60 - Chelan-Douglas Counties Homeless Housing Funds: \$0 - City of Wenatchee Low-Income Housing Funds: \$0 - State Consolidated Homeless Grant: \$0 - Emergency Solutions Grant: \$0 	<ul style="list-style-type: none"> - Small Business Supports: 10 - Public service activities other than Low/Moderate Income - Housing Benefit: 450 Individuals Assisted

Detailed Goal Descriptions

1	Goal Name	Preserve and Improve Neighborhoods
	Goal Description	<p>The 2019 Annual Plan will promote the preservation and improvement of neighborhoods by:</p> <ul style="list-style-type: none"> • Investing in capital improvements and facility improvements to the community center • Supporting code enforcement to prevent substandard housing and neighborhood blight in targeted neighborhoods.
2	Goal Name	Reduce Homelessness
	Goal Description	<p>The 2019 Annual Plan addresses the goal of reducing homelessness by aligning CDBG housing and community development projects with the Chelan-Douglas Homeless Plan and by encouraging/facilitating supportive services that lead to self-sufficiency for homeless individuals and for individuals at-risk of homelessness.</p> <p>COVID-19 response funding is supporting households that have experienced income loss and are in need of Emergency Income Payments.</p>
3	Goal Name	Support Public Services & Economic Development
	Goal Description	<p>The 2019 Annual Plan aligns with the goal of supporting public services & economic development by:</p> <ul style="list-style-type: none"> – Continuing to support literacy & ESL training programs with an emphasis on program accessibility for low-income neighborhood residents. – Providing referrals and debris removal services to eligible low-income residents in targeted neighborhoods who need assistance responding to code enforcement violation notices. – COVID-19 response will be supporting public services related to low-income seniors needs food supports and assistance for businesses.

Projects

Introduction

The 2019 Annual Action Plan includes the projects listed below that align with the strategic goals of the City's Consolidated Plan.

	Project Name
1	Program Administration & Planning
2	Public Improvements: Community Center Facility Improvements
3	Public Improvements: Code Enforcement
5	Public Services: Literacy Program
6	Public Services: Code Enforcement Referral & Debris Removal Program

Project Summary Information

Project summary information is based on an estimated amount of funds the City of Wenatchee will be awarded for the Community Development Block Grant. If availability of funds differs from the estimate, changes will be made proportionally.

1	Project Name	Program Administration & Planning
	Goals Supported	<ul style="list-style-type: none"> – Preserve and Improve Neighborhoods – Reduce Homelessness – Support Public Services
	Funding	CDBG: \$47,636.80
	Description	City staff will oversee implementation of projects including project management, fiscal administration, & reporting.
2	Project Name	Public Improvements: Community Center
	Target Area	South Central Wenatchee Neighborhood Core
	Goals Supported	Preserve and Improve Neighborhoods
	Needs Addressed	Neighborhood Improvement
	Funding	CDBG:\$232,709.97 2019 Award Allocation \$118,119.60 + 2018 reallocation of <ul style="list-style-type: none"> • \$437.14 from Code Enforcement referral and debris program • \$75,250.27 Chelan Ave sidewalk project • \$5,000 program income • \$33,902.26 from program income <i>There is also an open contract with RH2 with a remaining balance of \$133.01</i>
Description	The Wenatchee Community Center is a location for uniting the community by embracing cultures, families and individuals through collaboration, assistance and support. Upgrades to the community center will allow for expanded use and service to the community such as a commercial kitchen, improved infrastructure for lighting and acoustics as well as plans for a makerspace or community learning center.	

3	Project Name	Public Improvements: Code Enforcement
	Target Area	South-Central Wenatchee Core
	Goals Supported	Preserve and Improve Neighborhoods
	Needs Addressed	Neighborhood Improvement
	Funding	CDBG: \$36,700
	Description	Code Enforcement activities within the targeted low -income neighborhoods of South-Central Wenatchee Core
5	Project Name	Public Services: Literacy Program
	Goals Supported	Support Public Services
	Needs Addressed	Economic Development
	Funding	CDBG: \$28,000
Description	The City will continue to support the educational efforts of the Wenatchee Literacy Council which provides ESL and literacy training for low -income Wenatchee residents.	
6	Project Name	Public Services: Code Enforcement Referral & Debris Removal Program
	Target Area	South Central Wenatchee Neighborhood Core
	Goals Supported	Preserve and Improve Neighborhoods Support Public Services
	Needs Addressed	Neighborhood Improvement Public Services
	Funding	CDBG: \$7,727.60
	Description	The City of Wenatchee's Code Enforcement staff will oversee the Code Enforcement Referral & Debris Removal program. The program assists low -income residents in targeted neighborhoods in responding to code enforcement violation notices. Services include free dumpster rentals, free dump disposal vouchers, and referrals to volunteer community agencies that can assist with clean-up/repair chores.
7	Project Name	COVID-19 Prevention, Preparation and Response
	Target Area	City of Wenatchee
	Goals Supported	Prevent Homelessness Public Services Support Economic Development
	Needs Addressed	Support households with emergency income payments Public Services: Food system support for low -income vulnerable populations Assistance for businesses
	Funding	\$139,593
	Description	Distribution of funds related to COVID-19 are intended to prevent, prepare for and respond to the coronavirus by supporting households that have lost income while costs of living remain, businesses that are in need of technical and financial support to maintain operation and employment and vulnerable low -income populations such as seniors that have seen a suspension of social service supports such as food provision.

Project Funding

The project funding amounts listed above are estimates. If the City's actual allocation amount plus amount available from the previous year plus program income is different than the estimated amount above, the City will increase/decrease the project budgets as follows: 1.) Adjust Public Services projects (Literacy Program & Code Enforcement Referral Program) to constitute 15% of the total allocation; 2.) Adjust the Administration project to constitute 20% of the total allocation; and 3.) Adjust the community center project to incorporate the balance of additional or decreased funds.

AMENDMENT UPDATE:

Adjustments to the original 2019 CDBG allocation will not be adjusted. Only CDBG-CV funding will be utilized for COVID-19 allocation at this time. Additional HUD approved waivers include suspension of the 15% public services cap for funding specific to COVID-19 prevention, preparation and response as well as the allowance of reimbursement for eligible costs already incurred; regardless of date for COVID-19 response. Current allocations of the \$139,593 include:

- Emergency Income Payments: \$65,000
- Assistance for Businesses: \$65,000
- Public Services – food system: \$9,593

Pre Award Costs

Due to possible conflict between the submittal deadline for the Annual Action Plan and the award allocation being provided from the U.S. Department of Housing and Urban Development and the need to ensure program and project success continues in our community, City staff may incur costs to the 2019 CDBG Program.

Geographic Distribution

Geographic Areas to be Assisted

In 2019, the City's public improvement and code enforcement efforts will primarily target the South-Central Wenatchee Core. Public services will benefit low- to moderate-income residents in Wenatchee.

Rationale Allocating Investments Geographically

In 2012, the City facilitated a comprehensive community visioning process which included conducting a sustainable design assessment. The resulting Sustainable Design Assessment Report included key recommendations focused primarily on the predominately low-income South Wenatchee area. The City is planning to capitalize on these recommendations by focusing many of its 2018 activities on neighborhood revitalization efforts in the newly adopted area of the South-Central Wenatchee Core

Previously the CDBG target area was identified as the South Wenatchee, Tacoma Street and Central Wenatchee neighborhoods. An amendment in October 2014 was adopted to consolidate these areas based on the inter-relationships between neighborhoods in terms of access to public facilities (i.e., parks, K-12 schools, the Wenatchee Valley Community College), commercial areas, grocery stores and medical & government facilities. In acknowledgement of the mix of income levels of this area, geographic-based activities will be targeted to those portions of the area where there is greatest benefit to low- and moderate-income individuals consistent with the adopted 2013-2019 Consolidated Plan.

The characteristics observed within the geographic priority area include higher level of crime; housing stock in a state of deterioration; lack of public facilities such as sidewalks, lighting and parks; high levels of code enforcement issues; and signs of potential blight such as graffiti, junk vehicles and substandard structures. It is these areas that will receive further priority for CDBG activities. In addition, activities may be targeted to prevent the spread of urban decay and potential blight.

Affordable Housing

Introduction

There is an excessive housing cost burden on low-income residents, and the low rental vacancy rate provides a disincentive to rental property owners to accommodate low-income tenants. Additionally, many renters are over-housed, as there is a shortage of single unit rental properties. In 2019, the City will explore opportunities to attract and incentivize developers of affordable housing which align with our demographic needs.

Affordable Housing Goals

One Year Goals for the Number of Households to be Supported	
Homeless	750
Non-Homeless	70
Special-Needs	125
Total	945

One Year Goals for the Number of Households Supported Through	
Rental Assistance	650
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	650

Public Housing

Introduction

Wenatchee does not have a traditional public housing project. However, the Housing Authority of Chelan County & the City of Wenatchee provides a range of housing services including:

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

The Housing Authority owns and manages three multi-family properties in Wenatchee. These developments were built 20 - 30 years ago, and therefore, are beginning to require repairs and rehabilitation. The total rehabilitation cost is estimated to be \$1.4 million dollars. The Housing Authority does not have adequate funds for rehabilitation, and consequently is only able to address emergency repairs as they occur.

Actions Planned to Address Public Housing Needs

The City of Wenatchee has a long-standing and positive working relationship with the local Housing Authority. While CDBG funds are inadequate to address their identified need for housing unit rehabilitation, the city will continue to seek opportunities to leverage resources aimed at the rehabilitation of existing public housing stock. Additionally, future CDBG funds allocated to infrastructure improvements (i.e. sidewalks, lighting) may be targeted to areas surrounding the Housing Authority's low-income housing properties.

Actions Planned to Encourage Public Housing Residents to Participate in Homeownership

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

Homeless and Other Special Needs Activities

Introduction

The City of Wenatchee administers the following homeless funds on behalf of Chelan and Douglas counties: The Consolidated Homeless Grant, Chelan-Douglas County Homeless Funds, and Chelan County Low-Income Housing Funds. These funds are anticipated to provide a total of \$1.34 million in funding in 2019. Consequently, the City will not designate specific CDBG funds to homeless projects. It has, however, aligned CDBG goals and activities with the goals, strategies, and activities of the Chelan-Douglas Homeless Plan, especially in regards to increasing access to education, economic opportunities, and affordable housing.

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

AMENDMENT UPDATE:

As a result of COVID-19 and the negative economic consequences, emergency income payments are a priority and will support Wenatchee households in affording current cost of living expenses. While this is not a direct housing program, the financial support to each household plays a significant role in the overall efforts related to keeping our community members housed.

One-Year Goals & Actions for Reducing Homelessness

The following goals and activities will be pursued in 2019 to reduce homelessness in the region:

- Promote & fund a balanced mix of services that will meet the diverse of needs of homeless individuals including children/teens; individuals with mental health and/or substance abuse issues; individuals with disabilities; Veterans; the chronically homeless; & those at-risk for homelessness.
- Prioritize a rapid rehousing approach that centers on providing homeless people with permanent housing quickly and then providing progressive support services as needed.
- Prioritize a targeted prevention approach that focuses on helping individuals at-risk of homelessness maintain their housing, thereby preventing homelessness.
- Manage a coordinated entry system in which homeless individuals who are seeking social services are able to quickly and easily locate and connect with services that best meet their needs.
- Develop simple & effective data systems in order to better quantify services, evaluate effectiveness, and identify gaps/opportunities for improvement.
- Allocate resources based on identified community needs and the achievement of targeted

performance outcomes.

- Promote communication and collaboration among local social service providers.
- Promote public awareness/education and seek out broad-based community input.
- Provide Emergency Income Payments to eligible households

Barriers to Affordable Housing

Introduction

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

Actions Planned to Remove Negative Effects of Public Policies That Serve as Barriers to Affordable Housing

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

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

Other Actions

Introduction

The 2019 Annual Action Plan includes a variety of other actions that will address HUD requirements & support the objectives outlined in the City's Consolidated Plan. These specific actions are described below.

Actions Planned to Address Obstacles to Meeting Underserved Needs

The City will continue to conduct public outreach to ensure that the broader community is aware of the needs and opportunities identified in the Consolidated Plan and Annual Action Plan. In addition, the City will actively work to engage potential employer and landlord partners in overcoming obstacles to employment and housing. In 2016, that City of Wenatchee completed a Limited English Proficiency (LEP) Plan and will continue these efforts by developing a Language Access Plan (LAP) for implementation guidance. The City will also continue to provide Section 3 information to local businesses and individuals as a result of the City of Wenatchee receiving over \$200,000 in CDBG funding for the 2019 program year.

Economic needs and assistance to Wenatchee businesses has become a priority and new partnerships with organizations such as the Chelan Douglas Regional Port District and the North Central Washington Economic Development District are able to provide insight and a system infrastructure to best serve the commerce sector.

Actions Planned to Foster and Maintain Affordable Housing

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

- The City will communicate regularly with local property owners/managers to identify potential barriers to maintaining affordable housing. This information will be used to update the Consolidated Plan and follow-on Annual Action Plans.
- The City will continue to facilitate the Landlord/Tenant Outreach Committee. This committee is made up of representatives from local housing providers. Its focus is to address barriers their clients face when attempting to obtain affordable rentals. Activities include: 1) Recruiting landlords who are open to renting to vulnerable populations; 2) Providing landlord liaison assistance when problems arise between landlords/tenants; 3) Providing education and training for both landlords and tenants on their respective rights and responsibilities.
- The City has allocated homeless grant funding to the Housing Justice Project which provides free legal assistance to low-income tenants facing eviction or other tenant-based legal issues. These services help prevent evictions and help many low-income families

maintain affordable housing.

Actions Planned to Reduce Lead-Based Paint Hazards

The City's Code Enforcement staff will address lead-based paint issues that arise. In addition, the City will include lead-based paint hazard information in community education and outreach materials.

Actions Planned to Reduce Number of Poverty-Level Families

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

The emergency income payments, business assistance and expanded public services to Wenatchee's vulnerable residents will support the fight against households living in poverty.

Actions Planned to Develop Institutional Structure

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

Partnerships with established organizations have proven a valuable piece of efficient and effective delivery of disaster response funds. A few organizations that have supported the process and will continue to provide guidance, feedback, reports and system coordination include:

- Community Foundation of North Central Washington
- Chelan Douglas Regional Port District
- North Central Economic Development District

Actions Planned to Enhance Coordination between Housing Providers & Social Service Agencies

Actions taken by the City in developing the Consolidated Plan, such as conducting community outreach and facilitating community-based committees, have continued on an ongoing basis. Input from these activities aided in the development of the 2018 Annual Action Plan and will be used for future planning efforts. These actions also promote greater coordination and communication between public/private housing agencies and other social service agencies.

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

In 2019, the City will continue to manage the coordinated entry system including system

evaluation and program improvements.

Program Specific Requirements

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

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

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


Other CDBG Requirements

1. The amount of urgent need activities	0
2. Estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.	100%



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Rob Jammerman, Public Works Director 
Public Works Department

MEETING DATE: May 14, 2020

I. SUBJECT

Resolution 2020-14 approving a Development Agreement between the City of Wenatchee, Winco Foods, LLC (WinCo), and Kellogg Shopco Properties, LLC (Kellogg Properties).

II. ACTION REQUESTED

Staff recommends that the City Council hold a Public Hearing to receive comments on the proposed Development Agreement and approve Resolution 2020-14 adopting the Development Agreement between the City of Wenatchee, Kellogg Properties, and WinCo which authorizes the Mayor to sign the agreement.

III. OVERVIEW

The details regarding the proposed Development Agreement are as follows:

- A. WinCo applied for a Building Permit to remodel the building at 1340 N. Wenatchee Avenue previously occupied by Shopko. The building and property is owned by the Kellogg Properties.
- B. As a condition of the Building Permit submittal, the City reviewed and approved a Traffic Impact Analysis (TIA).
- C. The TIA identified two transportation mitigation requirements at the intersection of Maple Street and N. Wenatchee Avenue. The mitigation requirements are as follows:
 - a. Prior to opening of the WinCo grocery store, Winco shall design and install the necessary equipment to provide a "protected left-turn" for the traffic traveling eastbound to northbound at the said intersection.
 - b. Prior to receiving final occupancy of the Building Permit, Kellogg Properties shall dedicate to the City a portion of the northeast corner of the property to provide for construction a future eastbound to southbound right-turn lane at the said intersection to be constructed by the City of Wenatchee.

Memorandum to Mayor Kuntz
May 14, 2020
Page 2

- D. The area being dedicated to the City for the future right-turn lane contains an existing pole sign, which WinCo had planned to use with new sign artwork (change the sign face from Shopko to WinCo). See Exhibit 1 showing the ROW dedication and approximate location of the existing sign.
- E. The sign was compliant when WinCo applied for their Building Permit in 2019 and therefore no permits were triggered to modify the artwork within the sign.
- F. Because the City does not have immediate plans to use the said right-of-way dedication, it was proposed that the sign be allowed to remain in its current location with the following conditions outlined in the attached Development Agreement:
 - a. If the City needs to have the sign relocated within five-years of the date of Development Agreement, the City will compensate Kellogg Properties/WinCo \$23,000 to reconstruct a sign on the Kellogg property per the sign code in place at the time of relocation.
 - b. If the City needs to have the sign relocated more than five-years after the date of the Development Agreement, Kellogg Properties/WinCo will reconstruct the sign on the Kellogg property, per the sign code in place at that time, at no cost to the City.

IV. FISCAL IMPACT

There is no fiscal impact at this time. If a project for the said intersection is added to the City's Capital Improvement Program, the compensation for the sign relocation will need to be considered at that time.

V. PROPOSED PROJECT SCHEDULE

NA

VI. REFERENCE(S)

- 1. Development Agreement
- 2. Quit Claim Deed
- 3. Notice of Public Hearing
- 4. Resolution 2020-14

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director
Gary Owen, PE, City Engineer

Attachment – Exhibit 1

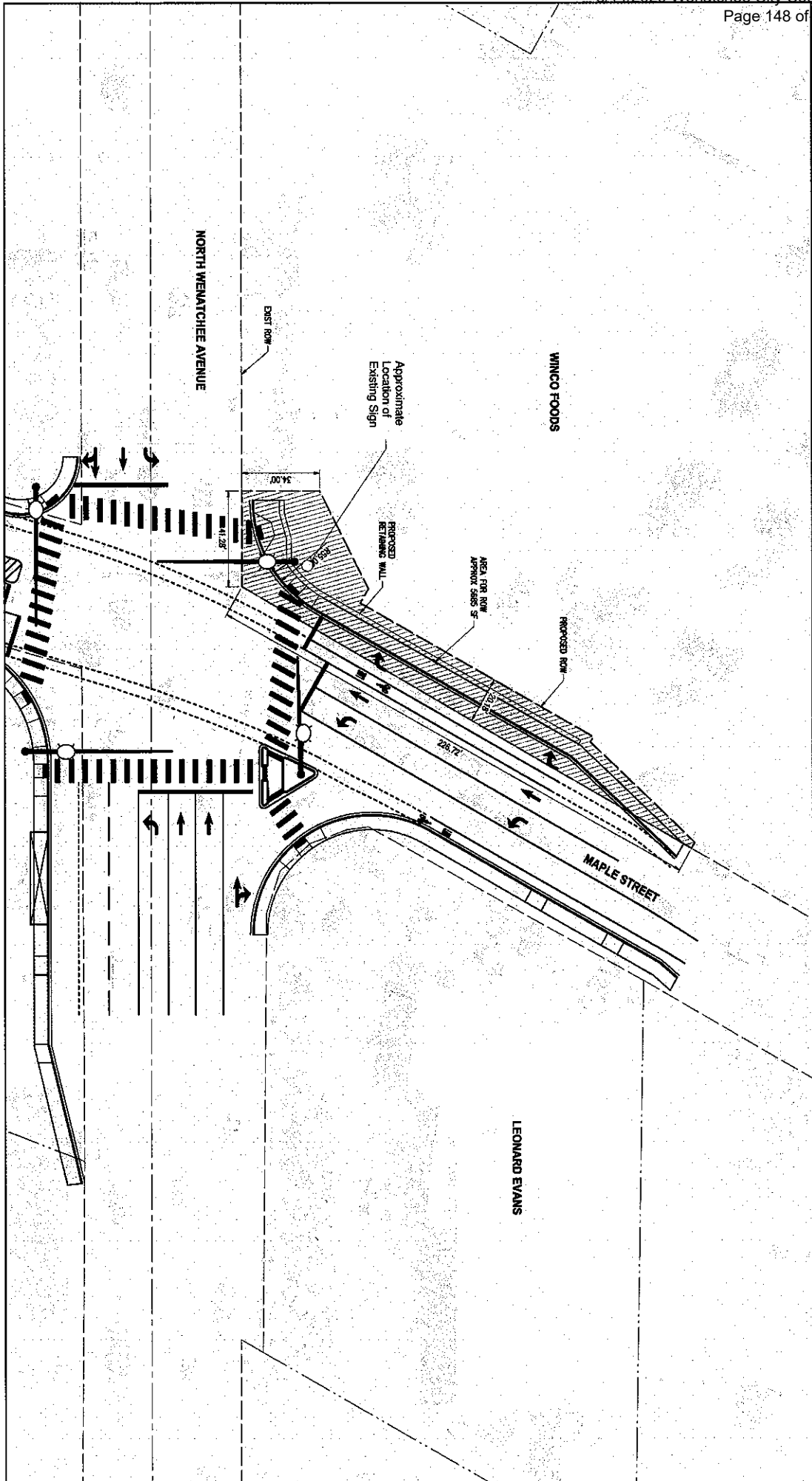
Agenda Report No. 2020-012



MAPLE STREET - RIGHT TURN LANE
WINCO RIGHT OF WAY

Exhibit 1

MARCH 2020



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

DEVELOPMENT AGREEMENT FOR WINCO

Reference numbers of related documents: n/a

Grantors:

1. KELLOGG SHOPCO PROPERTIES, LLC
2. WINCO FOODS, LLC

Grantees:

1. CITY OF WENATCHEE

Legal Description:

1. Ptn. NE ¼ of SE ¼, Sec. 33, T23N, R20 EWM, Chelan County
2. Additional legal description is on pages 1-2 of document

Assessor's Property Tax Parcel Account Number(s): 23-20-33-410-150

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the City of Wenatchee, a Washington municipal corporation ("City") and Kellogg Shopco Properties, LLC, a Washington limited liability company ("Kellogg"), and WinCo Foods, LLC, a Delaware limited liability company ("WinCo"). The City, Kellogg and WinCo may hereafter be collectively referred to as the "Parties" or individually as a "Party."

R E C I T A L S:

A. Kellogg is the owner of certain real property located at 1340 North Wenatchee Avenue, Wenatchee, Chelan County, Washington, legally described on Exhibit "A" attached hereto and incorporated herein by this reference ("the Property").

B. WinCo has entered into a lease of the Property with Kellogg and has applied for a building permit to remodel the building on the Property previously occupied by Shopko.

C. As a condition of approval of the building permit application in order to mitigate traffic impacts (as referenced in the amended WinCo Traffic Impact Analysis submitted to the City of Wenatchee on April 2, 2020.) WinCo has agreed to modify the existing intersection of North Wenatchee Avenue and Maple Street (“the Intersection”) to allow for a protected/permissive left turn from eastbound Maple Street to northbound North Wenatchee Avenue. In addition, WinCo and Kellogg have agreed to dedicate a portion of the Property as public right-of-way to allow for the City to construct an eastbound to southbound right-turn lane along the south side of the Maple Street right-of-way as shown on Exhibit “B” attached hereto and incorporated herein by this reference.

D. WinCo and Kellogg have an existing pole sign in the right-of-way dedication area and this sign will be allowed to remain in place provided that only the artwork within the sign may be changed from Shopko to WinCo. Notwithstanding the foregoing, WinCo/Kellogg shall have the right to maintain and repair the sign’s structure and all electrical necessary infrastructure for the sign to function.

E. The City does not plan to use the dedicated right-of-way immediately and because WinCo made application for the building permit prior to adoption of the City’s new sign code regulations on February 13, 2020, the sign (with a new WinCo sign face) may remain in the dedicated right-of-way until such time as the City moves forward with its’ improvements to the Intersection.

F. The City, Kellogg and WinCo have reached an agreement with respect to the Intersection and cost sharing in the event the City proceeds forward with a project to improve the Intersection which requires the sign relocation that they wish to document in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of partial satisfaction of the conditions of approval of WinCo’s building permit application, and the covenants contained herein, the City, Kellogg and WinCo agree as follows:

1. Recitals. The foregoing recitals shall be and hereby are incorporated in this Agreement as if set forth in full herein.

2. Ownership. Kellogg warrants that it is the owner of the real property described in Exhibit “A” and WinCo represents that it is the lessee of the real property described in Exhibit “A”

and that together they have the full and complete authority to enter into this Agreement with the City for the purposes set forth herein.

3. Dedication. Kellogg agrees to immediately dedicate to the City, and WinCo agrees to partially release its' lease, as to a portion of the Property for public right of way as shown on Exhibit "B" attached hereto.

4. Sign Relocation. If and when the City proceeds with construction of the eastbound to southbound right turn lane along the south side of Maple Street that causes a need to remove the sign from the right-of-way, the cost of rebuilding the sign on the Kellogg property will be paid for as follows:

a. If the City requires that the sign be relocated within five (5) years from the date of this Agreement, the City will compensate WinCo \$23,000 for the cost of the rebuilding a new sign on the Property which meets the City sign code regulations in effect on the date that the new sign permit is applied for.

b. In the event the City requires that the sign be relocated five (5) years or more from the date of this Agreement, WinCo shall rebuild the sign in a location outside of the dedicated right-of-way and on the Property to meet the then current sign code regulations and bear the full cost of rebuilding the sign.

5. Notices. Any notices to be given hereunder by either Party may be effected either by personal delivery, in writing, or by mail, registered or certified, postage prepaid, with return receipt requested. Notices delivered personally shall be deemed communicated as of actual receipt, mailed notices shall be deemed communicated three (3) days following the date of mailing. All notices shall be sent to the following address, unless actual notice in writing of a different address for notices is received by the other Party:

If to the City: City of Wenatchee
 Attn: Public Works Director
 1350 McKittrick Street
 Wenatchee, WA 98801

If to Kellogg: Kellogg Shopco Properties, LLC
 1914 Mill Pointe Drive SE
 Mill Creek, WA 98072

If to WinCo: WinCo Foods, LLC
650 N. Armstrong Place
Boise, ID 83704
Attn: R. Greg Goins
VP of Real Estate

6. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Parties hereto, shall be recorded with the Chelan County Auditor, and shall run with the Property.

7. Construction. The Parties agree that this Agreement has been negotiated and drafted with input from all Parties, and that any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement there shall be no inference, presumption or conclusion drawn whatsoever against any Party by virtue of that Party having drafted this Agreement or any portion thereof.

8. Jurisdiction and Venue. Jurisdiction and venue for any action to enforce the provisions of this Agreement shall be in Superior Court of Chelan County, Washington, or in the Superior Court of Douglas County, Washington.

9. Attorney's Fees. In the event it is necessary for any Party to utilize the services of an attorney to enforce any of the terms of this Agreement, each Party shall pay its own costs and attorneys' fees incurred therein.

10. Severability. Any provision of this Agreement which shall prove invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

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DATED this _____ day of _____, 2020.

WINCO FOODS, LLC

By _____

Its _____

STATE OF IDAHO)

) ss.

County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledged it as the _____ of WinCo Foods, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2020.

(signature)

(printed or typed name)

NOTARY PUBLIC, State of Washington

My Commission Expires _____

EXHIBIT "A"

RIGHT-OF-WAY DEDICATION DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 20 EAST, W.M., CHELAN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF PRINCETON STREET WITH THE NORTH LINE OF SAID SUBDIVISION; THENCE ALONG SAID NORTH LINE, SOUTH 89°32'17" EAST, 160.02 FEET; THENCE SOUTH 00°23'28" WEST, 26.91 FEET TO THE NORTHWEST CORNER OF WINCO PARCEL AND THE SOUTH RIGHT-OF-WAY LINE OF MAPLE STREET, SAID POINT BEING 35.00 FEET SOUTHERLY OF THE CENTERLINE OF MAPLE STREET; THENCE PARALLEL WITH SAID CENTERLINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89°39'56" EAST, 514.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89°39'56" EAST, 179.92 FEET TO THE BEGINNING OF A 45.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°20'07", AN ARC DISTANCE OF 47.39 FEET TO THE SOUTHWEST RIGHT-OF-WAY LINE OF WENATCHEE AVENUE, SAID POINT BEING 56.50 FEET FROM THE CENTERLINE OF SAID AVENUE; THENCE PARALLEL WITH THE CENTERLINE OF SAID AVENUE, SOUTH 29°19'49" EAST, 29.45 FEET; THENCE SOUTH 60°40'23" WEST, 21.09 FEET; THENCE NORTH 74°19'37" WEST, 4.24 FEET; THENCE NORTH 29°19'37" WEST, 12.73 FEET; THENCE NORTH 56°00'52" WEST, 31.89 FEET; THENCE NORTH 0°20'04" EAST, 8.91 FEET; THENCE NORTH 89°39'56" WEST, 117.29 FEET; THENCE NORTH 0°22'03" EAST, 0.97 FEET; THENCE NORTH 75°28'24" WEST, 62.97 FEET; THENCE NORTH 0°20'04" EAST, 3.60 FEET TO THE POINT OF BEGINNING AND THE SOUTH LINE OF MAPLE STREET;

CONTAINING 4,810 SQUARE FEET, MORE OR LESS;
SITUATE IN THE CITY OF WENATCHEE, CHELAN COUNTY, WASHINGTON

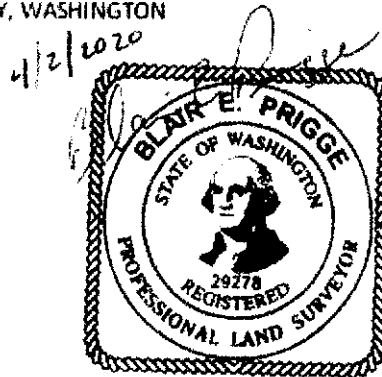
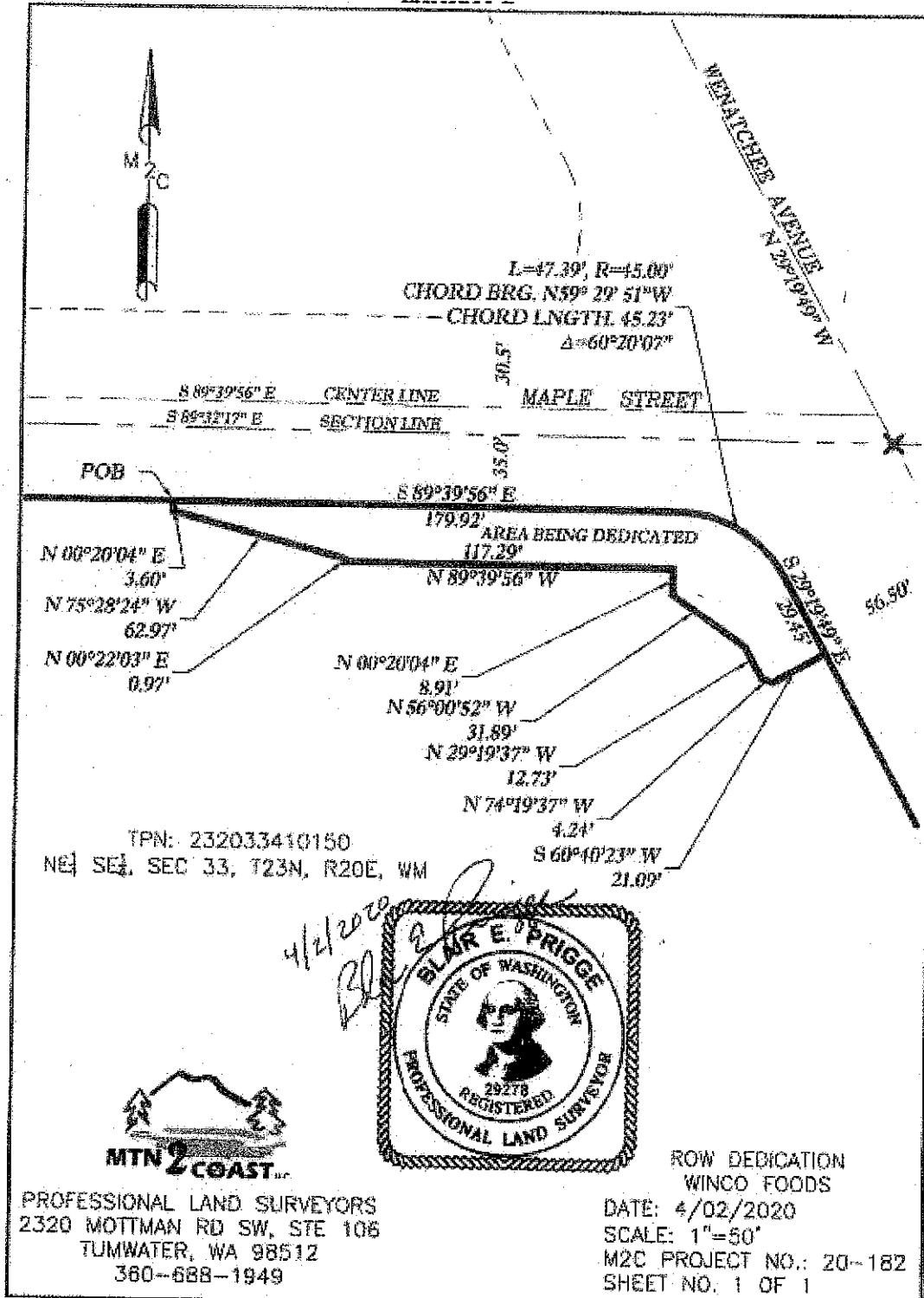


EXHIBIT B



AFTER RECORDING MAIL TO:

Kellogg Shopco Properties LLC
4220 132nd Street SE, Suite 201
Mill Creek, WA 98012

Space above this line for Recordors use only

QUIT CLAIM DEED

File No: **NCS-963747-OR1 (RR)**

Date: **April __, 2020**

Grantor(s): **Kellogg Shopco Properties, LLC, a Washington limited liability company**

Grantee(s): **City of Wenatchee**

Abbreviated Legal: APTN of SEC 33 TWP 23N RGE 20E NE QTR SE QTR, CHELAN COUNTY

Additional Legal on page: **3**

Assessor's Tax Parcel No(s): APTN of **232033410150**

THE GRANTOR(S) Kellogg Shopco Properties, LLC, a Washington limited liability company for and in consideration of a transfer to a government entity for a public use (streets) in connection with the development of real property, conveys and quit claims to **City of Wenatchee**, a municipal corporation of the State of Washington, the following described real estate, situated in the County of **Chelan**, State of **Washington**, together with all after acquired title of the grantor(s) herein:

LEGAL DESCRIPTION: Real property in the County of Chelan, State of Washington, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

As depicted on Exhibit "B" attached hereto and made a part hereof.

kellogg Shopco Properties, LLC, a
Washington limited liability company

By: _____
Daniel Kellogg, Manager

STATE OF Washington)
)-ss.
COUNTY OF Snohomish)

I certify that I know or have satisfactory evidence that Daniel Kellogg, is the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument as the Manager of Kellogg Shopco Properties, LLC and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: April _____, 2020.

Notary Public in and for the State of Washington
Residing at:
My appointment expires:

EXHIBIT "A"

RIGHT-OF-WAY DEDICATION DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 20 EAST, W.M., CHELAN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF PRINCETON STREET WITH THE NORTH LINE OF SAID SUBDIVISION; THENCE ALONG SAID NORTH LINE, SOUTH 89°32'17" EAST, 160.02 FEET; THENCE SOUTH 00°23'28" WEST, 26.91 FEET TO THE NORTHWEST CORNER OF WINCO PARCEL AND THE SOUTH RIGHT-OF-WAY LINE OF MAPLE STREET, SAID POINT BEING 35.00 FEET SOUTHERLY OF THE CENTERLINE OF MAPLE STREET; THENCE PARALLEL WITH SAID CENTERLINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89°39'56" EAST, 514.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89°39'56" EAST, 179.92 FEET TO THE BEGINNING OF A 45.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°20'07", AN ARC DISTANCE OF 47.39 FEET TO THE SOUTHWEST RIGHT-OF-WAY LINE OF WENATCHEE AVENUE, SAID POINT BEING 56.50 FEET FROM THE CENTERLINE OF SAID AVENUE; THENCE PARALLEL WITH THE CENTERLINE OF SAID AVENUE, SOUTH 29°19'49" EAST, 29.45 FEET; THENCE SOUTH 60°40'23" WEST, 21.09 FEET; THENCE NORTH 74°19'37" WEST, 4.24 FEET; THENCE NORTH 29°19'37" WEST, 12.73 FEET; THENCE NORTH 56°00'52" WEST, 31.89 FEET; THENCE NORTH 0°20'04" EAST, 8.91 FEET; THENCE NORTH 89°39'56" WEST, 117.29 FEET; THENCE NORTH 0°22'03" EAST, 0.97 FEET; THENCE NORTH 75°28'24" WEST, 62.97 FEET; THENCE NORTH 0°20'04" EAST, 3.60 FEET TO THE POINT OF BEGINNING AND THE SOUTH LINE OF MAPLE STREET;

CONTAINING 4,810 SQUARE FEET, MORE OR LESS;
SITUATE IN THE CITY OF WENATCHEE, CHELAN COUNTY, WASHINGTON

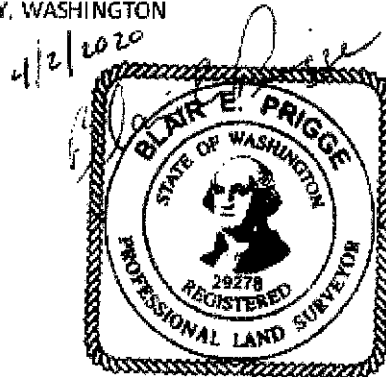
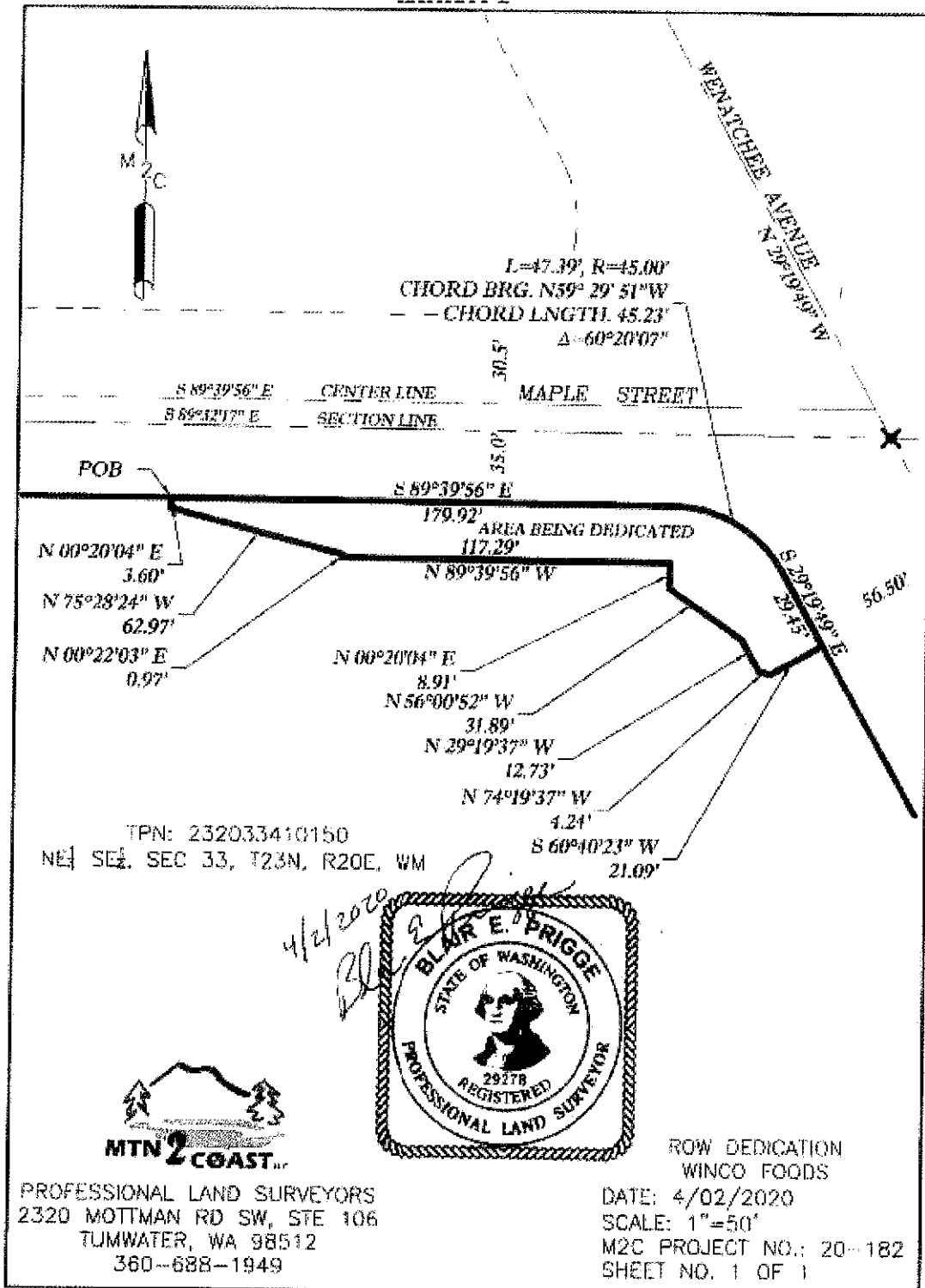


EXHIBIT B



AFFP

Affidavit of Publication

STATE OF WASHINGTON } SS
COUNTY OF CHELAN }

CITY OF WENATCHEE
NOTICE OF PUBLIC HEARING

The Wenatchee World is a legal newspaper published in the Chelan County, Washington, and approved as such by the Superior Court of said County and State. Serving the counties of Chelan, Douglas, Grant & Okanogan.

NOTICE IS HEREBY GIVEN that the 14th day of May, 2020, at the hour of 5:15 o'clock p.m. of said date, or as soon thereafter as the matter may be heard, has been fixed as the time and place for public hearing upon the issue of a development agreement relating to the following described property in Chelan County, Washington, to-wit:

RIGHT-OF-WAY DEDICATION DESCRIPTION

That portion of the Northeast Quarter of the Southeast Quarter of Section 33, Township 23 North, Range 20 East, WM, Chelan County, Washington, described as follows:

Commencing at the intersection of the centerline of Princeton Street with the North line of said subdivision; thence along said North line, south 89°32'17" East, 160.02 feet; thence South 00°23'28" West, 26.91 feet to the Northwest corner of WINCO parcel and the South right-of-way line of Maple Street, said point being 35.00 feet Southerly of the centerline of Maple Street; thence parallel with said centerline and along said South right-of-way line; south 89°39'56" East, 514.07 feet to the point of beginning; thence continuing along said South right-of-way line, South 89°39'56" East, 179.92 feet to the beginning of a 45.00 foot radius curve to the right. Thence along said curve through a central angle of 60°20'07", an arc distance of 47.39 feet to the Southwest right-of-way line of Wenatchee Avenue, said point being 56.50 feet from the centerline of said avenue; thence parallel with the centerline of said avenue, South 29°19'49" East, 29.45 feet; thence South 60°40'23" West, 21.09 feet; thence North 74°19'37" West, 4.24 feet; thence North 29°19'37" West, 12.73 feet; thence North 56°00'52" West, 31.89 feet; thence North 0°20'04" East, 8.91 feet; thence North 89°39'56" West, 117.29 feet; thence North 0°22'03" East, 0.97 feet; thence North 75°28'24" West, 62.97 feet; thence North 0°20'04" East, 3.60 feet to the point of beginning and the South line of Maple Street. Containing 4,810 square feet, more or less, situate in the City of Wenatchee, Chelan County, Washington.

That said newspaper was regularly issued and circulated on those dates.

The hearing shall be held in the City Council Chambers at Wenatchee City Hall, 301 Yakima Street, Wenatchee, Washington, at which time all interested persons may appear and voice their approval or disapproval of said development agreement.

April 30, 2020

DATED this 24TH day of April, 2020.

Subscribed to and sworn to me this 30th day of April 2020.

CITY OF WENATCHEE
By: Tammy L. Stanger, City Clerk
301 Yakima Street • P.O. Box 519 • Wenatchee, WA 98807-0519
Telephone: (509) 888-6204 • Facsimile: (509) 888-3636
Email: cityclerk@wenatcheewa.gov
• Web: www.wenatcheewa.gov

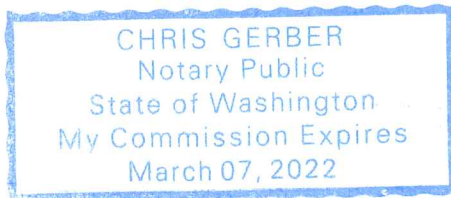


Chris Gerber, Notary Public, Chelan County, Washington

My commission expires: March 07, 2022

00002656 00089816 509-888-6201

CITY OF WENATCHEE
ATTN: ACCOUNTS PAYABLE
P.O. BOX 519
WENATCHEE, WA 98807



RESOLUTION NO. 2020-14

A RESOLUTION, approving a development agreement between the City of Wenatchee and Kellogg Shopco Properties, LLC and WinCo Foods, LLC.

WHEREAS, Kellogg Shopco Properties, LLC, a Washington limited liability company (“Kellogg”) is the owner of certain real property located at 1340 North Wenatchee Avenue, Wenatchee, Chelan County, Washington (the “Property”); and

WHEREAS, WinCo Foods, LLC, a Delaware limited liability company (“WinCo”) has entered into a lease of the Property with Kellogg and has applied for a building permit to remodel the building on the Property previously occupied by Shopco; and

WHEREAS, a condition of approval of the building permit in order to mitigate traffic impacts is that WinCo must modify the existing intersection of North Wenatchee Avenue and Maple Street to allow for a protected/permissive left turn from Maple Street on to North Wenatchee Avenue; and

WHEREAS, WinCo and Kellogg have agreed to dedicate a portion of the property as public right-of-way to allow for the City to construct an eastbound to southbound right turn lane along the south side of Maple Street right of way; and

WHEREAS, WinCo and Kellogg have an existing pole sign in the right-of-way dedication area which the parties have agreed to allow to remain in place until the City needs the dedicated right-of-way for its improvements to the intersection; and

WHEREAS, the City, Kellogg and WinCo have reached an agreement with respect to the intersection and cost sharing in the form of a development agreement; and

WHEREAS, Chapter 36.70B RCW authorizes the City to enter into development agreements setting forth the development standards and other provisions that apply to and govern the development; and

WHEREAS, a duly advertised public hearing was held before the City Council on May 14, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE that the development agreement in the form attached hereto as Exhibit "A" shall be and hereby is approved and that the Mayor is authorized to sign the same.

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