



WENATCHEE CITY COUNCIL
Thursday, June 24, 2021
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:
Payroll distribution in the amount of \$2,371.83 for June 4, 2021
Claim checks #199311 through #199364 in the amount of \$397,163.44 for June 3, 2021
Claim checks #199365 through #199424 in the amount of \$475,779.04 for June 10, 2021
Payroll distribution in the amount of \$373,965.00 for June 18, 2021
Claim checks #199425 through #199540 in the amount of \$683,174.57 for June 17, 2021
- Resolution No. 2021-30, revising the regular meeting schedule for November and December 2021.

3. Citizen Requests/Comments

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

4. Action Items

- A. Master Agreement with Chelan Douglas Land Trust**
Presented by Parks, Recreation & Cultural Services Director David Erickson
Action Requested: *Motion for City Council to approve the Master Agreement with the Chelan Douglas Land Trust and authorize the Mayor to sign.*
- B. DJML Sixty Percent (60%) Annexation Resolution 2021-29 setting a date for Public Hearing to adopt an Ordinance**
Presented by Neighborhood & Community Services Coordinator Brooklyn Holton
Action Requested: *Motion for City Council to approve Resolution 2021-29 establishing a date of July 8, 2021 for a public hearing to consider final action on the DJML Annexation.*

C. Homeless Grant Funding Recommendations for the 2021-2023 Funding Cycle

Presented by Community Development Director Glen DeVries

Action Requested: *Motion for City Council to authorize the Mayor's signature on the contracts with grant and subgrant recipients for homeless program services and housing identified on Exhibit "A" of the report.*

5. Reports

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

6. Announcements

7. Adjournment



DRAFT

WENATCHEE CITY COUNCIL

Thursday, June 10, 2021

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

MINUTES

Present: Mayor Frank Kuntz; Councilmember Position 1 Jose Cuevas; Councilmember Position 2 Jim Bailey; Councilmember Position 4 Travis Hornby; Councilmember Position 5 Mark Kulaas; Councilmember At-Large "B" Keith Huffaker

Staff Present: Executive Services Director Laura Merrill, City Attorney Steve Smith, City Clerk Tammy Stanger, IS Support Jessi Saucedo, Finance Director Brad Posenjak, Community Development Director Glen DeVries

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. Councilmember Mark Kulaas led the Pledge of Allegiance. The excused absences of Councilmembers Esparza and Herald were noted for the record.

2. Consent Items:

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

3. Citizen Requests/Comments. None.

4. Action Items

A. Ordinance No. 2021-19 – Amendments to the 2021 Budget

Finance Director Brad Posenjak presented the staff report. The Mayor commented and Council asked questions.

Motion by Councilmember Travis Hornby for City Council to adopt Ordinance No. 2021-19, amending the 2021 Budget as adopted by Ordinance No. 2020-31, revoking, recalling, or decreasing all or a portion of total appropriations provided for, entering findings that this Ordinance is in the best interest of the City and requiring that this Ordinance be approved by a majority plus one of the entire Council. Councilmember Jim Bailey seconded the motion. Motion carried (5-0).

5. Public Hearing Items

The Mayor explained the public hearing process.

B. Adoption of the periodic update to the City of Wenatchee Shoreline Master Plan (SMP)

Community Development Director Glen DeVries presented the staff report. This item is a continuation from May 13, 2021. Council commented and asked questions.

The Mayor asked for public comment. There was no one who wished to speak. He then asked Council for additional comments and action.

Motion by Councilmember Keith Huffaker for City Council to approve Resolution No. 2021-33, adopting the City of Wenatchee Shoreline Master Program update, including the new shoreline jurisdiction boundaries and environment designation maps, and repealing the existing Shoreline Master Program. Councilmember Mark Kulaas seconded the motion. Motion carried (5-0).

6. Reports

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

- (1) Apple Blossom is happening and going well, and the carnival at Lincoln Park has been well received. He attended the All Service Club Luncheon yesterday. A few chairs are out for the parade on Saturday.
- (2) He participated in the Residence Inn Apple Dessert Tasting Contest last weekend. The General Manager of the Residence Inn, Char Mayo, invited him and the Council for a "hard hat" tour which has been scheduled for July 15.
- (3) A transportation budget was announced on Monday and it currently shows \$8.6 million for pedestrian connections on both sides of the river.
- (4) We still have not heard from INFRA yet, although it could be this week or next.
- (5) The city received \$3.2 million in COVID recovery funds last week. The Finance Committee approved paying a portion to the Town Toyota Center to assist with recovery and reopening.
- (6) Sales tax numbers are going well.
- (7) TRIAD is gearing up to build 60-70 houses a year with a national contractor.
- (8) He reported that the PFD is starting the process of refinancing their bonds, which will be an approximate \$7.5 million in savings with the current interest rates being so low.

b. Reports/New Business of Council Committees

Councilmember Keith Huffaker attended the Solid Waste meeting this week and Ecology is providing some funding for the next couple of years to support operations and a bulk of the money will go towards the moderate waste facility.

Councilmember Jim Bailey attended the Community Action Council board meeting yesterday and they are gearing up for the distribution of the rent/utility assistance program. On Tuesday he attended a luncheon hosted for the National Guard. The National Guard has been very well received by the community.

Councilmember Jose Cuevas attended the police tactic training this past week.

Councilmember Mark Kulaas recently attended the Association of Washington Cities Legislative Committee meeting and they are gearing up for the 2022 session. He also recommended that everyone visit the Museum to see the new exhibit space which turned out very nice.

7. Announcements. None.

8. Adjournment. With no further business the meeting adjourned at 5:43 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk



DRAFT

**WENATCHEE CITY COUNCIL
WORK SESSION**

Thursday, June 17, 2021

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

MINUTES

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

Staff Present: Executive Services Director Laura Merrill, City Clerk Tammy Stanger, IS Support Tim McCord, Police Chief Steve Crown, Captain Edgar Reinfeid, Sgt. Brian Miller, Officer Albert Gonzalez, Officer Andy Sund, Detective Steve Evitt, Finance Director Brad Posenjak, Community Development Director Glen DeVries, City Attorney Steve Smith, Assistant City Attorney Danielle Marchant

5:15 p.m. Work Session. The Mayor called the meeting to order at 5:15 p.m. All Councilmembers were present with Councilmembers Herald and Huffaker participating via phone.

Police Department

- Special Services/Homeless Parking

Sgt. Brian Miller, Officer Albert Gonzalez, and Officer Andy Sund provided a power point presentation with an overview of the Special Services Division/PROACT Unit mission and goals and about their work efforts with the current homeless parking issues, gang graffiti, assistance for critical incidents, assistance to other agencies for major crimes, and felony drug investigations.

- Legislative Updates

Police Chief Steve Crown provided a power point presentation with an overview of recent legislative updates and the impacts of those updates to the department and city (i.e. budget impacts, additional training, public outreach efforts).

- National Night Out

Captain Edgar Reinfeld announced that Tuesday, August 3, 2021, is National Night Out. They are planning National Night Out in a different format for this year, taking it into the neighborhoods to encourage people to come out and meet their neighbors and have their questions answered by law enforcement. He hopes that the City Councilmembers will participate and has scheduled the events at three local parks to represent the neighborhood districts: Lincoln Park Picnic Shelter (District 1 and 2); Washington Park Picnic Shelter (District 4 and 5); Rotary Park South Picnic Shelter (District 3). Police will begin outreach efforts for the event beginning July 5.

- Additional Question

The Mayor asked City Attorney Steve Smith and Assistant City Attorney Danielle Marchant if there is anything we can update in our city code that will assist with the homeless/parking issues? Assistant City Attorney Marchant replied that we are doing the best we can, that it has been an uphill battle with the judicial system having a strained interpretation of city code and being sympathetic to the homeless population.

The Mayor asked about the felonies not being prosecuted by the County Prosecutor. She reported that normally an average of 20 felony cases will be returned to the City Attorney's office from the County Prosecutor, and to date this year it is at 80 cases. This will have an effect on the city's costs for jail, filing fees, etc.

The Mayor asked them to keep the city posted if there is anything we can update in our city code for additional tools to help with the homeless/parking issues. City Attorney Steve Smith did say that when the low-barrier shelter is in place it should make it easier to handle these cases and for the courts to do their part. At this time the attorneys are doing all they can do, and while it is unacceptable to the community the courts feel otherwise.

Councilmember Linda Herald provided a brief update on the low barrier shelter planning, saying the draft Interlocal Agreement is being finalized and will then go to the City Attorney for review. They are in the process of a site evaluation near the Salvation Army. The Salvation Army is interested in being a partner with the city for the low-barrier shelter.

With nothing further to discuss, the meeting adjourned at 6:49 p.m.

Attest:

Frank J. Kuntz, Mayor

Tammy L. Stanger, City Clerk

RESOLUTION NO. 2021-30

A RESOLUTION, revising the regular meeting schedule for November and December, 2021.

WHEREAS, RCW 35A.12.110 provides that City Council shall meet regularly, at least once per month; and

WHEREAS, WCC 1.07.010 provides that regular meetings of the Council shall be held on the second and fourth Thursdays of the month, and that special meetings may be called by the Mayor or any three Council members; and

WHEREAS, the regular meeting date of November 11, 2021, is the national Veterans Day holiday, and November 25, 2021, is the national Thanksgiving holiday; and

WHEREAS, the Council desires to cancel the regular meetings of November 11, 2021, November 25, 2021 and December 23, 2021, to avoid conflicts with the Veterans holiday, Thanksgiving holiday and Christmas holiday; and

WHEREAS, the Council desires to schedule special meetings on November 4, 2021, November 18, 2021, and December 2, 2021, for purposes of public hearings on the 2022 budget and such other business as it may need to transact.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE as follows:

SECTION I

The meeting dates of the City Council for November and December, 2021 shall be and hereby are revised as follows:

November 4 - Special Meeting

November 11 - No Meeting/Holiday

November 18 - Regular/Special Meeting (final 2022 budget adoption)

November 25 - No Meeting/Holiday

December 2 - Special Meeting

December 9 - Regular Meeting

December 16 - No Meeting

December 23 - No Meeting

SECTION II

Notice of the revised meeting schedule shall be provided to each local newspaper of general circulation and to each local radio or television station which has on file with the Council a written request to be notified of such special meeting or of all special meetings. Such notice shall be delivered personally or by mail at least 24 hours before the time of such meeting as specified in the notice. The notice shall specify the time and place of the special meeting and the business to be transacted.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, at a regular meeting thereof, this 24th day of June, 2021.

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY L. STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

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

MEETING DATE: June 24, 2021

I. SUBJECT

Master Agreement with Chelan Douglas Land Trust

II. ACTION REQUESTED

Move approval of the Master Agreement with the Chelan Douglas Land Trust and authorize the Mayor to sign.

III. OVERVIEW

Over the last 20 years, the City of Wenatchee and the Chelan-Douglas Land Trust (CDLT), have worked closely together to provide the community and regional area with a world class network of recreational and conservation lands that are close to home. Together, CDLT and the City, have permanently conserved over 3,500 acres of beautiful foothills property for wildlife habitat and recreation, with 25 miles of authorized trails accessible to all at the City's edge. Adjoining public lands form a mosaic of landscape protection across a range of elevation and habitat types. This work is a legacy to the vision and determination of the Wenatchee Valley, the citizens and leaders who want to protect its beauty, forever.

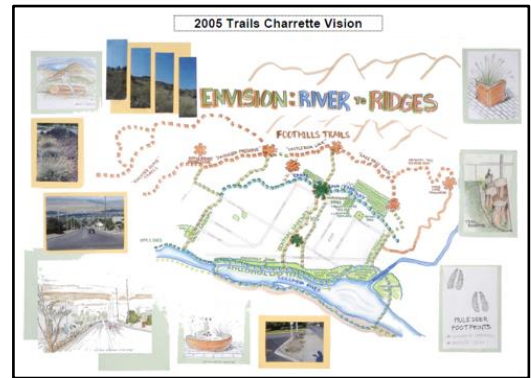
This summary highlights the incredible results of that work.

2000: CDLT acquires 35-acre Jacobson Preserve accessible from #2 Canyon Road.

2001-02: CDLT acquires Sage Hills (32 acres) and Access Easement for Sage Hills Trail



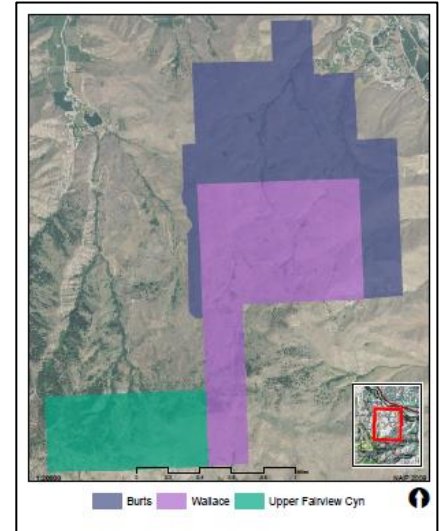
2005: Trails Charette among trail advocates, City and National Park Service.



2006-2008: CDLT Purchases Burts and Wallace Ranches, now known as Horse Lake Reserve (1800 acres) anchoring the North Foothills.

2006: City Application to State of Washington to build trailheads and connecting trail between Horse Lake and Sage Hills (Day Drive Trailhead).

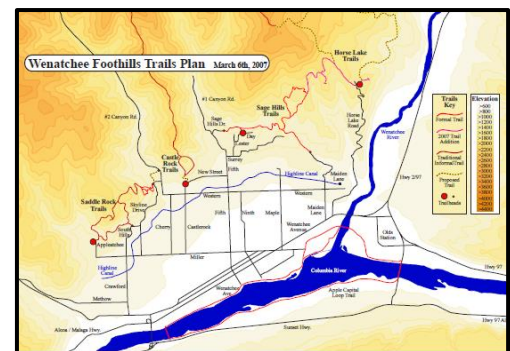
2007: Chelan PUD grants City a Permit for non-motorized trail through the Homewater property, making it possible to connect the Sage Hills Trail to Horse Lake Reserve



2007: Foothills Trails Plan adopted as part of the City of Wenatchee Parks, Recreation and Open Space Comprehensive Plan.

2007: CDLT receives Dry Gulch Conservation Easement (685 acres) with non-motorized public access.

2007: City begins negotiations with State for Saddle Rock acquisition.



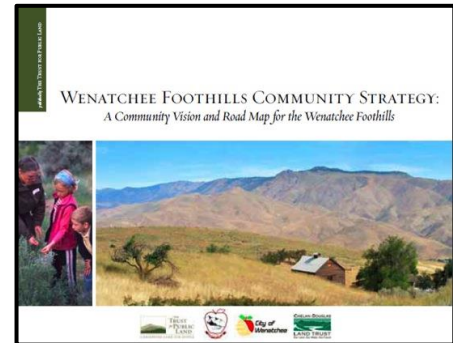
2007-2010 Day Drive Trailhead and Horselake trailheads constructed.

2008: CDLT acquires Blue Sage (65 acres) at bottom of Horse Lake Road.



2009-2010: Wenatchee Foothills Community Strategy. CDLT, City, TPL and County partnership. Plan adopted by City.

2010: City grant application to State of Washington to acquire Saddle Rock.



2011: City acquires Saddle Rock Natural Area (325 acres) through CDLT donations, RCO grant.

2011-2012: CDLT Foothills Capital Campaign (Community donations, grants, land gifts)

2012: CDLT acquires Lower Castle Rock (36 Acres), Broadview Heights (255 acres), Broadview Canyon (60 acres).



2012: City prepares grant applications to State of Washington to acquire Lower Castlerock and Foothills North and Integrated Planning Grant for Saddle Rock.

2014: City prepares grant applications to State of Washington to acquire Sage Hills Gateway, construct Saddle Rock Gateway and Saddle Rock Remediation. City prepares grant application to Lowe's Foundation for Saddle Rock Gateway.



2014: CDLT obtains trail easement to Castle Rock.

2014: CDLT constructs Lower Castle Rock Trailhead.

2015: City annexes and acquires Lower Castle Rock (36.82 acres) using CDLT donation and State grant.



2015: City receives AWC Community Engagement award for work in the foothills.

2015: City receives State Bravo Award for top ranked grant project - Saddle Rock Gateway.

2015: City acquires Foothills North Natural Area (383 acres) through CDLT donation and State grant.



2016: CDLT acquires Lester/Sage Hills Gateway (105 acres) permanently linking trail access from #2 Canyon to Horse Lake Preserve

2017: City acquires the Sage Hills Gateway (138.53 acres) using CDLT donation and State grant.



2017: Saddle Rock Gateway constructed using State grant funding.

2018: City receives WRPA Facilities Spotlight Award for Saddle Rock Gateway.



2018: CDLT adds to Jacobson Preserve (16.5 acres)

2018: City grant application to State of Washington to acquire Kenzie's Landing.

2018: City Remedial Action Grant application to State of Washington for Saddle Rock remediation phase two.

2019: Kenzie's Landing parcels annexed into the City.

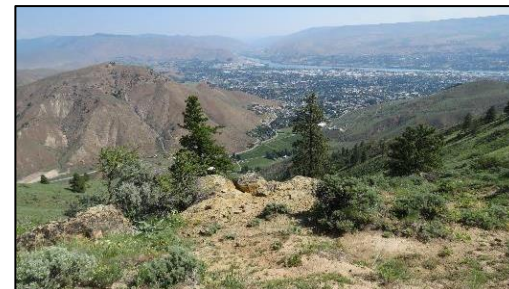


2019: 8-acre parcel adjacent to Kenzie's Landing donated to the City from CDLT.

2019: Phase One Saddle Rock remediation project is completed.

2020: City acquires 51.76-acre Kenzie's Landing Property using State grant and CDLT donation. Trailhead engineering underway with construction anticipated in 2022.

2020: Saddle Rock Phase Two remediation project engineering with construction anticipated for 2021-2022. Additional property acquisition process underway.



2020: City grant application to the State to acquire a 656-acre addition to Saddle Rock. Grant contract is pending. Acquisition anticipated for 2021-2023.

Over the years, the City and Land Trust have entered into a variety of agreements to help facilitate these projects. Since 2015, the City and CDLT have contemplated, and been working on as time allows, an all-encompassing master agreement that streamlines processes and outlines basic expectations of their relationship for all types of projects. The agreement is provided below.

The agreement has been reviewed by RMSA, City and CDLT Attorneys, the Arts, Recreation and Parks Commission, Public Works Committee and Chelan Douglas Land Trust Board and is recommended for approval.

IV. FISCAL IMPACT

None.

V. PROPOSED PROJECT SCHEDULE

Agreement commences upon signature of both parties.

VI. REFERENCE(S)

VII. ADMINISTRATIVE ROUTING

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

MASTER AGREEMENT

AGREEMENT made by and between the City of Wenatchee, a Washington municipal corporation (hereinafter referred to as “City”) and the Chelan-Douglas Land Trust, a Washington public benefit corporation (hereinafter referred to as “Land Trust”) collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, City and Land Trust have been working together for years in public processes to identify and secure for public benefit natural areas in or near the City of Wenatchee to protect wildlife habitat, retain open space, provide non-motorized public access, and facilitate educational programs to enhance the quality of life of the people of the City of Wenatchee and the entire Chelan-Douglas County regional area (the “Intended Purposes”);

WHEREAS, with Land Trust assistance, City has acquired several properties, including the Saddle Rock Natural Area, the Lower Castle Rock Natural Area, the Foothills North Natural Area, Sage Hills Gateway and Kenzie’s Landing, and has developed trailheads at Horse Lake, Day Drive, Castle Rock, Saddle Rock and Kenzie’s Landing (“Current Properties”). See map in Exhibit A. Land Trust and City may cooperate to acquire additional property(ies) and/or construct additional trail and trailhead facilities in the future (“New Properties”). The Current Properties and New Properties are hereinafter collectively referred to as the “Properties” and individually as a “Property”;

WHEREAS, the Land Trust has experience in: Planning and designing trails, natural areas, using staff and volunteer work parties for trail building, maintenance, and restoration work, working with educational institutions and other organizations to connect children and adults to nature, and to teach environmental appreciation and stewardship;

WHEREAS, the City has expertise in operating and maintaining parks, open space areas, and trailheads, and in obtaining funding for acquisition, development and restoration projects;

WHEREAS, the Parties desire to continue this relationship for the benefit of the community, and wish to memorialize a framework for the planning, development, and maintenance of the Properties to ensure their perpetual dedication to the Intended Purposes.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, the Parties agree as follows:

1.0 RECITALS

The recitals set forth above are incorporated into this Agreement.

2.0 TERM

The term for this Agreement will commence upon signing of both parties and will continue in effect until notice of termination is given by either party.

This Master Agreement will be supplemented as needed with a Scope of Work prepared for specific projects, and annual or multi-year Work Schedules for ongoing work on a Property or group of Properties, which shall be approved by the Parties as provided below.

3.0 PLANNING PROJECTS

3.1 Scope of Work for Planning Projects. The Parties have and may in the future participate in Planning Projects that are non-regulatory visioning processes that seek community input to collect data on community values with respect to lands in or near the City and work together on implementation of such plans (“Planning Projects”). A Planning Project may be undertaken pursuant to a written Scope of Work agreed upon between the Parties. The Scope of Work for a Planning Project will set forth the Parties’ respective roles and responsibilities for that project, including but not limited to funding application(s), potential donations, contingencies, due diligence, reimbursements, insurance, reporting and records, grant compliance, and media outreach.

4.0 ACQUISITION PROJECTS

4.1 Scope of Work for Acquisition Projects.

4.1.1 Overview. When a Property has been identified as appropriate for public benefit through a Planning Project, City planning document, addresses a level of service deficit, or an acquisition goal has been established for which a Property is subsequently identified that helps to accomplish the goal, the Parties may cooperate in an Acquisition Project to secure a permanent legal interest in such Property for public benefit (the “Acquisition Project”). An Acquisition Project may be undertaken pursuant to an Acquisition Project Scope of Work agreed upon between the Parties. The Acquisition Project Scope of Work for an Acquisition Project will set forth the Parties’ respective roles and responsibilities for that project, including but not limited to funding application(s), potential donations, contingencies, due diligence, reimbursements, insurance, stewardship needs before and after the acquisition, reporting and records, grant compliance, design and construction, maintenance, media outreach and memorializing permanent protection for public benefit.

4.2 Permanent Protection for Public Benefit. When Land Trust donates funds or property to City for an Acquisition Project, and where such donation is intended to provide for perpetual protection and other public benefits (the “Intended Purposes”), the City will enter into a recorded instrument that protects such property for the Intended Purposes in perpetuity. Depending on the funding source and applicable grant or other requirements, City will ensure that Land Trust has a legal right to sue in court to enforce the Intended Purposes; this may take the form of a conservation easement, co-sponsor of the grant, an enforceable written agreement, or other protection acceptable to Land Trust in its sole discretion.

5.0 WORK ON CITY PROPERTY

5.1 Overview. Land Trust and its agents, employees and volunteers have completed a variety of work ranging from small routine tasks to large projects, as an agent for the City on Property acquired for public benefit with assistance from Land Trust. Work types include, solely by way of example, trail planning and maintenance, pet waste removal, construction and renovation, weed and litter control, installation of signage and kiosks,

erosion control (the “Work”). Much of the Work is accomplished in whole or in part with Land Trust funds, staff time and materials, and/or volunteer work crews.

5.2 Work Schedule approved by City. The Parties desire to continue this relationship for the benefit of the community, subject to Land Trust having available resources. Land Trust will submit a Work Schedule for approval by the City (the “Work Schedule”). The Work Schedule may be for a single year or up to 5 years and include a list of tasks to be completed and anticipated schedule. City will review and approve the Work Schedule within 15 business days of receipt. If City does not respond or fails to approve within 15 business days, the Work Schedule is deemed to be accepted and approved by City. Land Trust may opt not to perform any Work Schedule that was not expressly approved, has terms unacceptable to Land Trust in its sole discretion, or if funding is not available. In the event the Land Trust cannot complete the Work Schedule or if conditions change, Land Trust will notify the City in advance. All Work will be performed by Land Trust as agent for the City.

5.3 Scope of Work for larger project on City Property. In the event the Parties decide to undertake a larger project, including but not limited to: construction of a new trailhead or major habitat restoration, the Parties will enter into a Capital Project Scope of Work (a “Capital Project Scope of Work”). The Capital Project Scope of Work will set forth the Parties’ respective roles and responsibilities for that project, including but not limited to funding strategy and grant application(s), potential donations, contingencies, due diligence, reimbursements, insurance, reporting and records, grant compliance, media outreach, and memorializing permanent protection for public benefit.

5.4 City Responsibilities. For Properties covered under a Work Schedule or Capital Project Scope of Work, City will:

5.4.1 Be responsible for all incidents of ownership of the Properties, including general liability insurance with limits not less than fifteen million dollars per occurrence, hazard insurance, property insurance including the value of improvements, taxes and assessments, product and completed operations coverage, environmental compliance and similar obligations. Such insurance may be provided by self-insured government risk pool.

5.4.2 Maintain trailheads located on City owned or easement properties, including maintenance of parking areas, gates, lighting, restroom facilities, trash receptacles, pet waste stations, utility installations, picnic areas and tables, kiosks, fencing, and any other improvements on the Properties.

5.4.2 Serve as the permitting agency for special event uses of the Properties including but not limited to the Wenatchee School District Outdoor Education Program.

5.4.3 Participate as appropriate in grant applications for the improvement, enhancement or operations of the Properties.

5.4.4 Promote the partnership and activities of the Land Trust in electronic and print media, as it pertains to the Properties, programs or work plan activities.

- 5.4.5 Keep the Land Trust informed of management or policy changes that would affect the Properties.
 - 5.4.6 Provide utilities, amenities and services to the Properties at an appropriate level, as resources are available and as defined in the Park Design Standards and Development Policies.
 - 5.4.7 Provide law enforcement on the Properties within its jurisdiction, and report violations to the appropriate authorities.
 - 5.4.8 Indemnify and hold the Land Trust harmless from any claims, damages and costs arising from acts and/or omissions of the City related to its activities and public access on the Properties.
- 5.5 Land Trust Responsibilities.** Contingent upon the availability of funding for the following purposes, Land Trust agrees to act as agent of the City to assist with projects and activities consistent with the Intended Purposes and as approved by the Land Trust, including:
- 5.5.1 Assist in securing funding and other resources for restoration activities, for planning, construction, operation, and maintenance of the Property, trails and trailhead(s).
 - 5.5.2 Develop long term plans for Property(ies) including restoration of unsustainable roadways and trails, for future access, trailhead, natural areas and trails for non-motorized recreation. Planning efforts will involve relevant user groups.
 - 5.5.3 Develop, publish and post trail rules consistent with the City's standards for the Property.
 - 5.5.4 Make recommendations to the City for closure periods to protect habitat and the conservation values of particular properties, trail-related issues, concerns or emergencies, including but not limited to management for mule deer winter range, conditions that would cause damage to the trails, pose potential threat to public safety, or cause damage to natural areas within a Property.
 - 5.5.5 Provide volunteers and/or other inputs for Land Trust trail work days or other trail related or educational events on a Property.
 - 5.5.6 Cooperate with the City to develop a plan for trail maintenance training to stewards, volunteers, or others who work on the trails on a Property.
 - 5.5.7 Cooperate with the City to conduct or assist with trail and natural area education projects on a Property.
 - 5.5.8 Provide general liability insurance in an amount not less than \$2,000,000 and workmen's compensation insurance for its' employees, officers, and directors as required by law and provide proof of such insurance to City upon reasonable request.

6.0 GENERAL PROVISIONS

6.1 Binding Effect. This Agreement is final and binding upon the Parties. No amendment or modification hereof shall be effective unless in writing signed by each Party. This Agreement shall inure to and be binding upon, the successors and assigns of each of the Parties.

6.2 Assignment. Neither Party to this Agreement shall assign any rights, privileges or responsibilities under this Agreement without the other Party's prior written consent.

6.3 Periodic Review. The Parties will meet to review the status of this Agreement every five (5) years. The review will include the adequacy of funding to support the program, and the workings of the partnership between the Parties, and an evaluation of each Property and project on which the Parties have worked together under this Agreement.

6.4 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed, by certified mail, with postage prepaid:

if to the City, to: City of Wenatchee
 Parks, Recreation and Cultural Services Director
 PO Box 519
 Wenatchee, Washington 98807

or to such other person or place as the City shall furnish to the Land Trust in writing; and

if to the Land Trust: Chelan Douglas Land Trust
 Executive Director
 18 N. Wenatchee Avenue
 Wenatchee, Washington 98801

or to such other person or place as the Land Trust shall furnish to the City in writing.

Notices shall be deemed given upon personal delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

6.5 Severability. If any provision of this Agreement, or its application to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected.

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

7.0 DISPUTE RESOLUTION

- 7.1 Attorney Fees.** In the event any Party employs legal counsel to enforce any provision of this Agreement, or to pursue any other remedy on default as provided herein, or by law, including mediation and/or arbitration, the Parties shall bear their own attorneys fees and costs incurred therein.
- 7.2 Mediation.** In the event a dispute arises between the Parties regarding this Agreement, either Party (first Party) may submit the issue to mediation by selecting a mediator and notifying the other Party (second Party) of the selection. The second Party shall either approve such mediator and proceed to mediation or select an alternate mediator. Second Party shall notify the first Party of such acceptance or selection within seven days of the first notification. Upon receiving notification of the selection of an alternate mediator, the first Party shall then approve the mediator and proceed to mediation or reject the alternate mediator. First Party shall notify second Party of such approval or rejection within seven days of receipt of the notice from second Party. In the case of rejection, the first two selected mediators shall select a third mediator. The third mediator shall mediate the dispute. The mediator shall be familiar with real estate law and land use rules in the Chelan County area. The mediator shall not be related to either Party by blood or marriage to a principal or owner of either Party and shall have no economic interest direct or indirect with either Party. Mediation shall take place within seven days after the mediator has been selected.
- 7.3 Arbitration.** In the event that a dispute is not resolved by mediation pursuant to the terms of preceding paragraph, either Party (first Party) may submit the issue to arbitration by selecting an arbitrator and notifying the other Party (second Party) of the selection. The second Party shall either approve such arbitrator and proceed to arbitration or select an alternate arbitrator. Second Party shall notify the first Party of such acceptance or selection within seven days of the first notification. Upon receiving notification of the selection of an alternate arbitrator, the first Party shall then approve the arbitrator and proceed to arbitration or reject the alternate arbitrator. First Party shall notify second Party of such approval or rejection within seven days of receipt of the notice from second Party. In the case of rejection, the first two selected arbitrators shall select a third arbitrator. The third arbitrator shall arbitrate the dispute. The arbitrator shall be familiar with real estate law and land use rules in the Chelan County area. The arbitrator shall not be related to either Party by blood or marriage to a principal or owner of either Party and shall have no economic interest direct or indirect with either Party. The arbitration hearing shall take place as soon as possible after the arbitrator has been named. The decision of the arbitrator shall be made within seven days after the arbitration hearing and shall be binding upon the Parties.
- 7.4 Venue.** The venue for any action under this Agreement shall be in Chelan County, Washington.

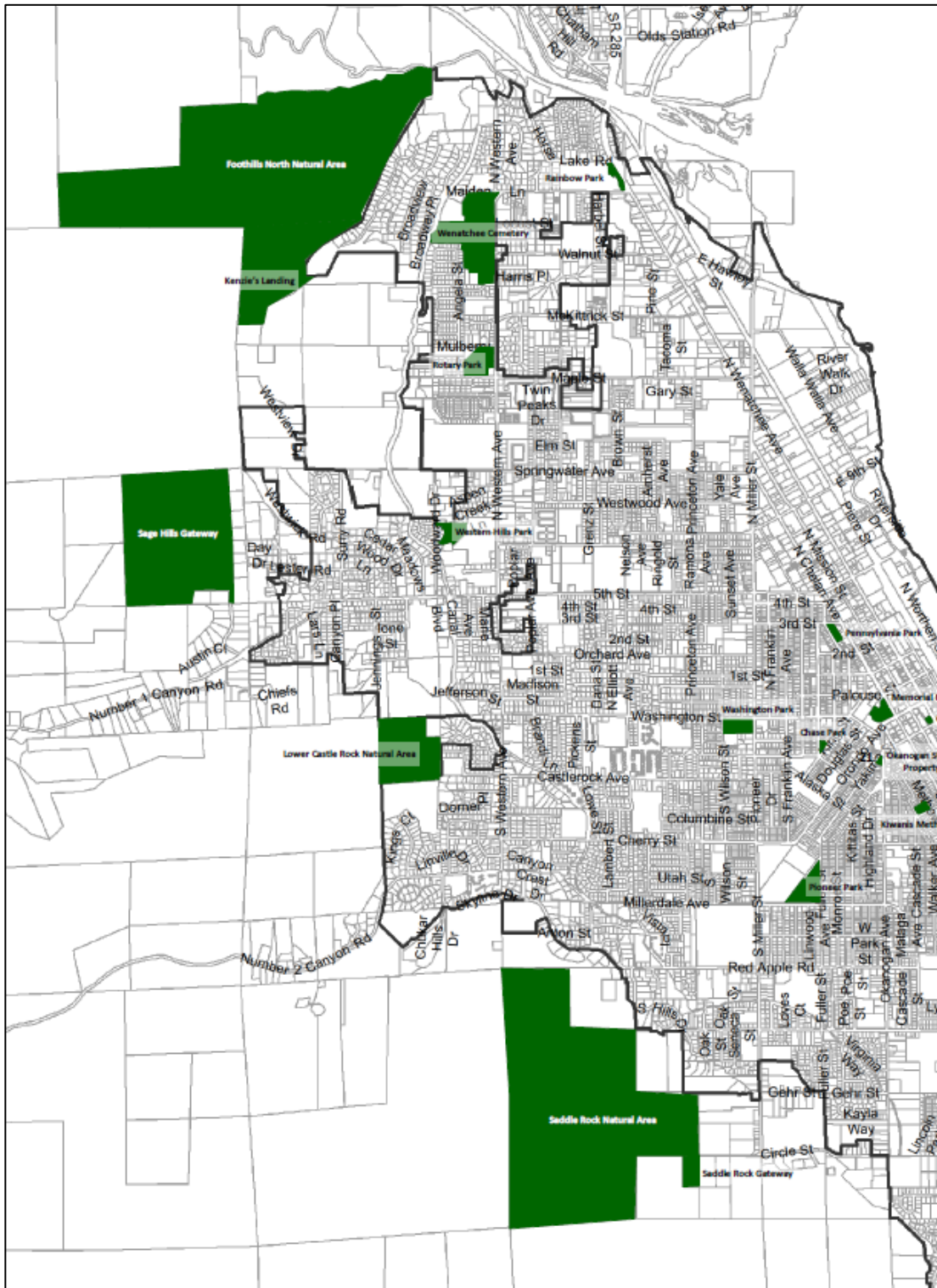
Dated this ____ day of _____, 2021.

Approved by

Frank Kuntz
Mayor, City of Wenatchee

Bruce Williams, President
Chelan Douglas Land Trust

EXHIBIT A
Current Property Map



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Brooklyn Holton, Neighborhood and Community Services Coordinator
Community Development

MEETING DATE: June 24, 2021

I. SUBJECT

DJML Sixty Percent (60%) Annexation Resolution 2021-29 setting a date for Public Hearing to adopt an Ordinance.

II. ACTION REQUESTED

1. City Council approve Resolution 2021-29 establishing a date of July 8, 2021 for a public hearing to consider final action on the DJML Annexation.

III. OVERVIEW

On March 11, 2021 a ten percent (10%) annexation petition was brought before the Wenatchee City Council for the property located along Horse Lake Road bordered to the east by parcels in the City otherwise fully bordered by unincorporated parcels and right of way. The approving motion set the annexation boundary, adopted existing land use designation as Residential High and required the annexation area to assume existing city indebtedness.

A sixty percent (60%) annexation petition was established and circulated following approval of the ten percent (10%) petition. The petition has been signed by the property owners representing an annexation area value of at least sixty percent (60%).

State law establishes when a legally sufficient petitions is filed, the City Council may consider it and:

1. Fix a date for a public hearing; and
2. Provide notice specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation.
The notice is to be:
 - a. Published in one or more issues of a newspaper of general circulation in the city; and
 - b. Posted in three public places within the territory proposed for annexation

IV. FISCAL IMPACT

Annexation would result in additional annual property revenues to the City and one-time revenues from future building permits. Estimates of annual property tax and costs associated with providing additional City services are not currently available.

V. PROPOSED PROJECT SCHEDULE

June 24 (today) – approve Resolution 2021-29 and set a date for public hearing
July 10 – hold a public hearing to adopt Ordinance finalizing annexation
September 24 – Annexation final

VI. REFERENCE(S)

1. Resolution 2021-29
2. Determination of Sufficiency

VII. ADMINISTRATIVE ROUTING

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

RESOLUTION NO. 2021-29

A RESOLUTION, fixing time for public hearing on petition for annexation of an unincorporated area located along Horselake Road bordered to the east by parcels in the City otherwise fully bordered by unincorporated parcels and right of way.

WHEREAS, there has been filed with the City Council of the City of Wenatchee a Petition for Annexation of the following described real property in Chelan County, Washington, to-wit:

See “Exhibit A” attached hereto and incorporated herein by reference as if fully set forth; and

WHEREAS, said property is contiguous to the City of Wenatchee and has not heretofore been incorporated as a city or town; and

WHEREAS, said petition has been signed in writing by the owners of not less than sixty percent in value, according to the assessed valuation for general taxation of the property for which annexation is petitioned; and

WHEREAS, said petition has been certified by the Chelan County Assessor as shown on “Exhibit B”; and

WHEREAS, attached to said petition is a plat or drawing which outlines the boundaries of the property sought to be annexed; and

WHEREAS, Chelan County has not appointed its board as required by Chapter 1.09 of the Chelan County Code and Chapter 36.93 RCW; and

WHEREAS, the City having experienced a pattern of no response from the Chelan County Boundary Review Board due to the Board having not actually been appointed, the

Mayor issued on July 22, 2019, a letter to the Chelan County Board of Commissioners informing the Commissioners of the City's intent to move annexations forward without notification until official notice of appointment of the Board by Chelan County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, as follows:

SECTION I

That Thursday, the 8th day of July, 2021, at the hour of 5:15 o'clock p.m. of said day, or as soon thereafter as the matter may be heard, has been fixed as the date for a public hearing upon said petition at the City Council chambers at City Hall in Wenatchee, at which time and place all interested persons may appear and voice their approval or disapproval of said petition for annexation.

SECTION II

That the City Clerk of the City of Wenatchee give notice of the time and place of hearing of said petition by posting a copy of said notice in three (3) public places within the territory proposed for annexation and by publishing one copy thereof in one issue of *The Wenatchee World*, a newspaper of general circulation in the City of Wenatchee.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE,
at a regular meeting thereof, this 24th day of June, 2021.

CITY OF WENATCHEE, a
Municipal Corporation

By: _____
FRANK J. KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney

Ordinance No. _____

EXHIBIT A

**Boundary Description of Real Property to be Annexed into
the City of Wenatchee, WA
May 20, 2021**

-DJML ANNEXATION -

Lots, parcels of land, and street right of way located within portions of the southwest quarter of the northwest quarter and the northwest quarter of the southwest quarter of Section 28, Township 23 North, Range 20 East of the Willamette Meridian, Chelan County, Washington, the combined perimeter boundary of said lots, parcels, and streets being more particularly described as follows:

Commencing at the westerly angle point corner on the North line of Lot 8, Replat of Tanda Fellowship Addition, according to the plat thereof recorded August 3, 1983, in Volume 11 of Plats, at pages 34-35, records of said County, said point being the True Point of Beginning;

thence southwesterly along the northwesterly line of Lots 8, 1, 2, and 7, said Replat, to the easterly right of way line of Horse Lake Road; thence across Horse Lake Road to the northeasterly corner of Lot 1A, Short Plat Number 411, recorded July 11, 1978, in Book 755 of Deeds, at pages 1602-1604, under Auditor's File Number 788744, records of said County;

thence southwesterly along the northerly line of said Lot 1A to the southeasterly corner of Lot 1, Quail Hollow, according to the plat thereof recorded October 15, 2003, in Volume 28 of Plats, at pages 116-117, under Auditor's File Number 2158051, records of said County;

thence northwesterly along the easterly line of Lots 1 and 2 and the northwesterly extension of said line across Quail Hollow Lane to the easterly corner of Lot 15, said Quail Hollow;

thence continuing northwesterly along the easterly line of said Lot 15 and the easterly line of Tact 1, said Quail Hollow, to the northeast corner of said Tract, being also the southeast corner of Lot 1, Chelan County Short Plat Number 3498, according to the plat thereof recorded March 31, 1997, in Book 14 of Short Plats, at page 78, under Auditor's File Number 2003206, records of said County;

thence northerly and northwesterly along the easterly and northeasterly line of said Lot 1 to a point of intersection with the southwesterly extension of the northwesterly line of Parcel A, Boundary Line Adjustment Number 2012-201, recorded October 17, 2012, under Auditor's File Number 2369992, records of said County, said point being on the southwesterly right of way line of said Horse Lake Road;

thence northeasterly along said northwesterly line and the southwesterly extension thereof to the westerly corner of said Parcel A, being also a point on the northeasterly right of way of said road;

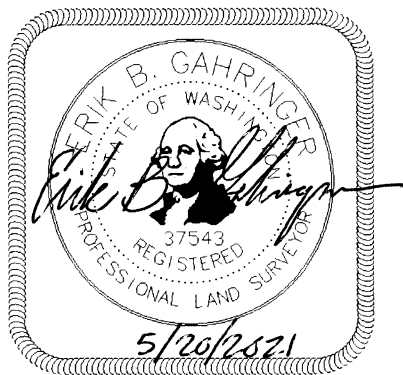
(DJML Annexation Boundary Description continued)

thence northeasterly and northerly along the northwesterly and westerly lines of said Parcel A to the northwest corner thereof;

thence southeasterly along the northerly line of said Parcel A to the northeast corner thereof; thence southwesterly along the easterly line of Parcels A and B, said Boundary Line Adjustment, to an angle point corner of said Parcel B, said corner being also a point on the East-West centerline of said Section 28;

thence easterly along the North line of said Parcel B and said centerline to the True Point of Beginning.







Prepared By: Erik B. Gahringer, PLS
Date: May 20, 2021

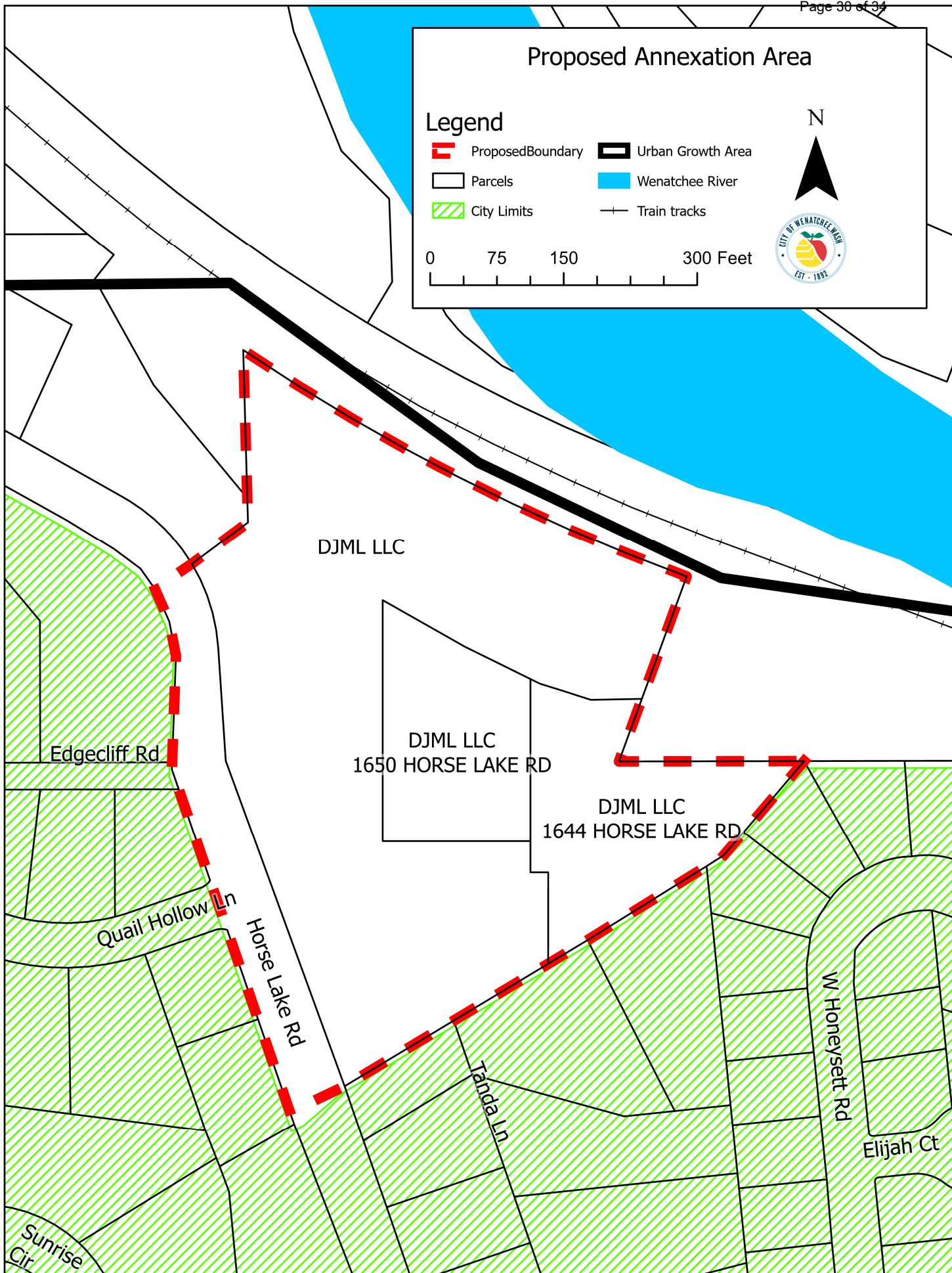
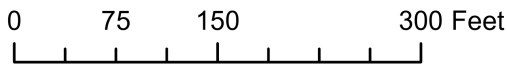


48° North
Professional Land Surveying & Land Use Consulting
P.O. Box 4266
Wenatchee, WA 98807-4266
Phone: (509) 436-1640

Proposed Annexation Area

Legend

-  Proposed Boundary
-  Urban Growth Area
-  Parcels
-  Wenatchee River
-  City Limits
-  Train tracks





Deanna C. Walter
CHELAN COUNTY ASSESSOR

350 Orondo Ave, Suite 6
Wenatchee, WA 98801-2885
PHONE: 509-667-6365 FAX: 509-667-6664
WEBSITE: <http://www.co.chelan.wa.us/assessor>

**DETERMINATION OF SUFFICIENCY
DIRECT PETITION METHOD FOR ANNEXATION
(RCW 35.21.005 / RCW 35A.01.040)**

Name of Annexation: *2021-08-WE DISMIL*

Date petition submitted to County Assessor: *5/26/2021*

Terminal Date: *6/3/2021*

Assessment Date: *1/1/2020*

The petition DOES DOES NOT meet the required minimum 60% of assessed value.

Total Assessed Value of proposed annexation area: *\$593,676*

Total Assessed Value of petition: *\$593,676*

Percent of Assessed Value: *100%*


Deanna Walter, Assessor

6/4/2021
Date



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Glen A. DeVries, Community Development Director

MEETING DATE: June 24, 2021

I. SUBJECT

Enclosed as Exhibit "A" are homeless grant funding recommendations for the 2021-2023 funding cycle for the City of Wenatchee's Homeless Program. The proposal would authorize the Mayor to enter into contracts with grant recipients for the use of these funds.

II. ACTION REQUESTED

Authorization by the City of Wenatchee Council for the Mayor to sign contracts with grant and subgrant recipients for homeless program services and housing identified within Exhibit "A" of this report.

OVERVIEW

On June 2, 2021 the Chelan-Douglas Homeless Task Force approved grant funding for homeless programs that was subsequently adopted by Chelan County. Chelan County is taking over as the lead entity for contracting of the homeless funds administered by the Chelan-Douglas Task Force. The official date of transition for program administration from the City of Wenatchee to Chelan County occurs on August 2, 2021.

Decisions by Chelan County for homeless fund distribution left a number of significant gaps for programs that are essential for homeless services and housing in the Wenatchee Valley. City of Wenatchee staff analyzed the gaps and developed recommendations on how resources available to the City of Wenatchee could assist providers who did not receive funding or sufficient funding. Long term funds available are limited and recommendations took a look at the minimum components necessary in the applicant's fund requests in order to maintain the programs in the two-year grant period.

Funds available for allocation to providers include:

- House Bill 2163-Local document recording fees
- House Bill 2060 Funds -Affordable housing for all
- House Bill 1406 Funds -Affordable and supporting housing
- AARPA Federal Funds
- House Bill 1590 Funds- Local sales and use tax for affordable housing

Each of these funds have unique program requirements and limitations. Staff made recommendations considering these limitations and the long-term ability to maintain support for these programs.

While this will be the first issuance of grants for homeless programs directly issued from the City of Wenatchee Homeless Program, additional grants are anticipated this year and in the future as additional programs are developed and implemented by Wenatchee and East Wenatchee. This partnership is being developed in an interlocal agreement at this time.

The programs identified in Exhibit "A" are essential to the homeless program continuum of care for the Wenatchee Valley which is that system that in coordination with each agency provides for wrap around services and permanent housing placement. The providers which would be supported include:

- Women's Resource Center, Landlord Liaison Program- providing for placement and case management for tenants, and landlord relationships and recruitment
- Women's Resource Center, Miller Park Supportive Housing- providing support for the operations associated with the opening of 20 new permanent supportive housing units. These units provide a significant decrease for the number of unsheltered homeless in the Valley
- YWCA, permanent supportive housing- providing ongoing support for operations of permanent supportive housing for women and children.
- Peoples Foundation, severe weather shelter- providing for one year of shelter funding assistance, previously funded, which would have been eliminated by the grants which Chelan County chose to not administer.

Quick action on this funding is necessary in order for these providers to be able to continue services in July 2021. Additional funding or resources for these providers may be necessary that can be pursued through partnerships and grants from other agencies or jurisdictions by the providers.

IV. FISCAL IMPACT

Oversight of these grant programs will be by the City's Homeless Grant Coordinator. It is anticipated that the 1590 funds can accommodate for the limited administrative costs necessary to support grant administration.

V. PROPOSED PROJECT SCHEDULE

Grant contracts would be drafted by the first week of July, 2021 with contracts being completed by the next work week. Contracts would be billable from July 1, 2021.

VI. REFERENCE(S)

1. Exhibit "A", Homeless Fund Recommendations 6/24/21

VII. ADMINISTRATIVE ROUTING

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

EXHIBIT "A", Homeless Fund Recommendations 6/24/21

						Possible Funding Sources					
Program / Agency	Request '21-'23	HTF Award '21-'23	Current Shortfall	Staff Recommendation '21-'23	Contract Term	2163 - Local Document Recording Fees	2060 – Affordable Housing for All	1406	ARPA Federal Funds	1590	TOTAL
Fund Balance						\$0	\$35,000	\$97,000	\$0	\$0	
Annual Fund Revenue						\$185,000	\$45,000	\$91,000	\$0	\$1,500,000	
Landlord Tenant Liaison / WRC	\$400,000	\$36,000	-\$364,000	\$262,000	2 years	\$144,000	\$0	\$0	\$118,000	\$0	\$262,000
Permanent Supportive Housing / YWCA	\$109,676	\$0	-\$109,676	\$77,249	2 years	\$0	\$0	\$0	\$77,249	\$0	\$77,249
Miller Park Permanent Supportive Housing / WRC	\$360,000	\$161,307	-\$198,693	\$185,272	2 years	\$0	\$0	\$185,272	\$0	\$0	\$185,272
Severe Weather Emergency Shelter	\$227,450	\$0	-\$227,450	\$46,200	1 year	\$0	\$46,200	0	\$0	\$0	\$46,200
						2163 - Local Document Recording Fees	2060 – Affordable Housing for All	1406	ARPA Federal Funds	1590	TOTAL
Two-Year Total						\$144,000	\$46,200	\$185,272	\$195,249	\$0	\$570,721