

# WENATCHEE CITY COUNCIL Thursday, August 12, 2021

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

# **AGENDA**

Wenatchee City Hall is open for the public to attend Council meetings in person. The meetings are also broadcast live on the City's YouTube channel: Wenatchee TV. The public may also participate in the meeting via phone by calling: (509) 888-3298, passcode 66516#.

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

# 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 #199750 through #199859 in the amount of \$782,388.73 for July 15, 2021 Payroll distribution in the amount of \$381,435.00 for July 20, 2021 Payroll distribution (retirees) in the amount of \$12,537.99 for July 30, 2021 Claim checks #199860 through #199951 in the amount of \$371,336.48 for July 22, 2021 Wires #1531 through #1533 in the amount of \$56,826.10 for July 26, 2021 Claim checks #199952 through #199960 in the amount of \$15,963.88 for July 30, 2021 Claim checks #199691 through #200027 in the amount of \$235,334.10 for July 29, 2021 Benefits/deduction checks in the amount of \$901,567.02 for July 30, 2021 Claim check #200041 in the amount of \$10,494.10 for July 30, 2021 Payroll distribution in the amount of \$538,877.50 for August 5, 2021 Payroll distribution in the amount of \$4,044.34 for August 5, 2021

### 3. Presentations

City of Wenatchee Service Awards

# 4. 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.

# 5. Action Items

- A. Cascade Public Infrastructure Fund Grant Agreement
  Presented by Parks, Recreation & Cultural Services Director David Erickson
  Action Requested: Motion for City Council to accept the Public Infrastructure Fund Grant from Chelan County in the amount of \$115,200 for the Lincoln Park Project and authorize the Mayor to sign.
- **B.** Wastewater Treatment Plant Facilities Plan Amendment, Project No. 2003, \$227,400 Presented by Deputy Public Works Director-Utilities Jessica Shaw **Action Requested:** Motion for City Council to approve the professional services agreement with Jacobs and authorize the Mayor's signature.
- **C.** Amended and Restated Interlocal Agreement for the Greater Wenatchee Regional Events Center Project by the and between the City of Wenatchee and the Greater Wenatchee Regional Events Center Public Facilities District Presented by Mayor Frank Kuntz

**Action Requested:** Motion for City Council to authorize the Mayor to approve the Amended and Restated Interlocal Agreement for the Greater Wenatchee Regional Events Center Project by and between the City of Wenatchee and the Greater Wenatchee Regional Events Center Public Facilities District and authorize the Mayor's signature.

- D. Code Enforcement Board Application Amber Hallberg Presented by Building/Fire Code Official Cliff Burdick Action Requested: Motion for City Council to pass Resolution No. 2021-31, designating the appointment of Amber Hallberg to the Code Enforcement Board for a two-year term ending December 31, 2022.
- E. City of Wenatchee Project No. 1716 Wenatchee City Hall Redevelopment construction contract between the City and TW Clark Construction, LLC, Change Order No. 1 in the amount of \$174,200.00

Presented by Facilities Manager Elisa Schafer and Operations Manager Aaron Kelly **Action Requested:** Motion for City Council to approve the contract change order with TW Clark Construction, LLC and authorize the Mayor's signature.

# 6. Public Hearing Items

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

F. 2021 Community Development Block Grant Annual Action Plan
Presented by Neighborhood & Community Services Coordinator Brooklyn Holton
Action Requested: Motion for City Council to adopt the 2021 Community Development
Block Grant Annual Action Plan and authorize the Mayor to sign associated assurances,
certifications, and contracts necessary for implementing the 2021 Community
Development Block Grant Annual Action Plan.

# 7. Reports

- a. Mayor's Report
- b. Reports/New Business of Council Committees
- 8. Announcements
- 9. Adjournment





# WENATCHEE CITY COUNCIL Thursday, July 22, 2021

Wenatchee City Hall Council Chambers 301 Yakima Street, 2<sup>nd</sup> 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; Councilmember At-Large "B" Keith Huffaker

Staff Present: Executive Services Director Laura Merrill, Assistant City Attorney Danielle Marchant, City Clerk Tammy Stanger, IS Support Jessi Sauceda, City Engineer Gary Owen, Public Works Director Rob Jammerman, Community Development Director Glen DeVries, Finance Director Brad Posenjak, Senior Planner Matt Parsons, Planning Manager Stephen Neuenschwander

# 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 5:17 p.m. Councilmember Linda Herald led the Pledge of Allegiance. All Councilmembers were present.

### 2. Consent Items:

Motion by Councilmember Mark Kulaas to approve agenda, vouchers, and minutes from previous meetings. Councilmember Jim Bailey seconded the motion. Motion carried (7-0).

# 3. Citizen Requests/Comments

Tina Wagner, Sam Wagner, Stone Parker, Casey Cooper, and other representatives from the skateboarding group reported back from the last council meeting about the lights staying on later in the skate park. They played a short video that showed the skateboarders enjoying the park and keeping it clean, and their additional concerns with drug use, crime and safety in the park. They were appreciative of the lights staying on longer and asked the council to consider leaving the security lights on at the park during dark hours to help combat the drug use and crime that is occurring at the park. The Mayor said it will be considered and he will confer with the Police Chief and staff. The skateboard group asked about hiring a security guard for the park and said they were willing to fundraise to pay for that, and the Mayor said the city would support that effort.

# 4. Public Hearing Item

The Mayor called the public hearing to order and stated the ground rules.

**A.** Ordinance 2021-22 Public Hearing: 2022-2027 for Wenatchee Six-Year Transportation Improvement Program

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

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

The Council asked additional guestions and commented.

Motion by Councilmember Keith Huffaker for City Council to adopt Ordinance No. 2021-22, adopting a revised and extended comprehensive street program for the ensuing six years for the City of Wenatchee as required by the laws of the State of Washington (with or without any modifications that may be desired after the public hearing). Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

### 5. Work Session Item

**B.** Code Amendments Related to Retaining Walls, Fences and Utility Easements

Community Development Director Glen DeVries, Planning Manager Stephen Neuenschwander, and Senior Planner Matt Parsons provided a power point presentation and an overview of the draft revisions proposed for retaining wall standards adjacent to rear property lines and utility easements, and the challenges in implementing and monitoring. The direction from the Council was no change in front yard approaches at this time and to have the Planning Commission take another look at the draft changes to rear year setbacks to help develop suggestions in clarifying the components for the code updates.

# 6. Reports

- a. Mayor's Report. The Mayor reported on the following:
  - 1. A lot of internal work is happening to prepare for the INFRA grant.
  - 2. Executive Services Director Laura Merrill added that the Riverfront Park Planning Open House was very successful and had a lot of participation. There is an online survey for all to take.
  - 3. She also reported that the Museum is working through a visioning process for their exhibits.
  - 4. The Mayor added there will be a revised agreement between the City and the Public Facilities District which is needed for the PFD's refinance.

<ul><li>b. Reports/Ne</li></ul>	w Business	of Council	Committees
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Councilmember Mark Kulaas reminded the Council that National Night Out is on Tuesday, August 3 from 6:00 PM to 8:30 PM. It will be held this year at three local parks (Lincoln, Washington, and Rotary). He asked the Councilmembers to let Captain Reinfeld know which park they will attend.

Councilmember Linda Herald announced that the Washington State Republican Party is looking to hold their annual convention in Wenatchee next year (June 2-4, 2022). The convention will be large (1,500+ attendees) and both the Convention Center and Town Toyota Center will be needed to host this event.

Councilmember Keith Huffaker asked a question about security cameras in parks. Are more cameras needed? Staff can provide a list of what's currently in place and more cameras can certainly be requested.

- **7.** Announcements. None.
- **8. Adjournment.** With no further business the meeting adjourned at 6:48 p.m.

	Frank J. Kuntz, Mayor	
	Frank J. Kuritz, Mayor	
Attest:		
Tammy L. Stanger, City Clerk	•	

Parks, Recreation & CS



# **CITY COUNCIL AGENDA REPORT**

**TO:** Frank Kuntz, Mayor

City Council

**FROM:** Kari Page, Director of Human Resources

MEETING DATE: August 12, 2021

# I. SUBJECT

Acknowledgment of employees who have reached milestones in years of service (YTD 2021).

# II. ACTION REQUESTED

Recognize dedicated employees and express gratitude for contributions to City success.

# III. OVERVIEW

First Name	Last Name	Title	Department
		5 Years	
Caleb	Aumell	Officer First Class	Police
Cammy	Coble	Administrative Assistant	Parks, Recreation & CS
Brent	Corbaley	WWTP Operator-In-Training	Public Works
Jeremy	Hoover	Senior Engineer - Utilities	Public Works
Nikkolas	Johnson	Traffic & Lighting Technician	Public Works
Josh	Manring	Utility Worker - Water	Public Works
Nicholas	Pell	Utility Worker - Water	Public Works
Jared	Shepard	Officer First Class	Police
		10 Years	
Jenny	Couch	Records Specialist	Police
		15 Years	
Dale	Cantrell	Director of Information Systems	Information Systems
Nichole	Carter	Accounting Technician	Finance
Brian	Chance	Police Captain	Police
James	Frost	Cross-Connection Control Specialist	Public Works
Charlie	Pearsall	Inmate Trustee Coordinator	Parks, Recreation & CS
		20 Years	
Kirk	Drolet	Officer First Class	Police
Justin	Kissel	Officer First Class	Police
Jeff	Walsh	Facilities Maintenance Tech - General/HVAC	Public Works
		25 Years	
Alisa	Clardy	Fleet Specialist	Public Works
		30 Years	

Recreation Supervisor

# VII. <u>ADMINISTRATIVE ROUTING</u>

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Tammy Stanger, City Clerk Laura Merrill, Executive Services Director

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# **CITY COUNCIL AGENDA REPORT**

**TO:** Frank Kuntz, Mayor

City Council

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

**MEETING DATE:** August 12, 2021

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# I. <u>SUBJECT</u>

Cascade Public Infrastructure Fund Grant Agreement

# II. ACTION REQUESTED

Move to accept the grant Cascade Public Infrastructure Fund Grant from Chelan County in the amount of \$115,200 for the Lincoln Park Project and authorize the Mayor to sign.

# III. OVERVIEW

In March of this year, staff prepared and submitted a Cascade Public Infrastructure Fund grant application with Chelan County to assist with the realization of the Lincoln Park Project. Background information about the Lincoln Park Project was provided previously on several ocassions.

Through a competitive process, the application was slected to received funding in the amount of \$115,200 by the review committee and County Commissioners.

The grant agreement is attached for consideration. It has been reviewed by the Finance Committee and is recommended for acceptance by staff.

# IV. FISCAL IMPACT

\$115,200 toward the Lincoln Park project.

# V. PROPOSED PROJECT SCHEDULE

The Lincoln Park Project is underway with trees, fencing and disc golf baskets installed, pump park construction getting underway and the remainder of construction scheduled for early 2022.

# VI. REFERENCE(S)

# VII. <u>ADMINISTRATIVE ROUTING</u>

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

# CHELAN COUNTY CASCADE PUBLIC INFRASTRUCTURE FUND

APPLICATION FOR FUNDING



Grant Program for Public Facilities Fostering Growth in Economic Development and the Retention of Private Sector Jobs

# **Program Information**

\*The intent of this program is to be consistent with <u>RCW 82.14.370</u>: Sales and use tax for public facilities in rural counties

- 1. Eligible applicants: Local governments, junior taxing districts, and entities of higher education.
- 2. Eligible projects: Construction or improvements of publically owned infrastructure or facilities serving economic development purposes that are consistent with the goals and objectives of the Cascade Public Infrastructure Fund (CPIF) Grant Program. Furthermore, the project must be listed or referenced in the economic development element of the Chelan County Comprehensive Plan, or the comprehensive plan of a city or town located within the county.
- 3. Eligible activities: Feasibility studies, marketing analyses, new construction, refurbishment, replacement, rehabilitation, renovation or repair. Demolition is allowable if tied to construction. Staff time, administrative, and indirect costs allowed within scope of construction budget.
- 4. Eligible Public Facilities: Bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroads, electrical facilities, natural gas facilities, research, testing, training, and incubation facilities in innovation partnership zones designated under <a href="RCW 43.330.270">RCW 43.330.270</a>, buildings, structures, telecommunications infrastructure, transportation infrastructure, or commercial infrastructure, and port facilities.
- 5. Additional requirements and information: Minimum local match is 25% of CPIF request. CPIF Advisory Committee will make recommendations to the Board of Chelan County Commissioners which makes the final decision. Grant disbursements are contingent on successful completion of deadlines and on an incremental reimbursement basis.

Past Performance
Have you received CPIF Program funding in the past?  Yes;  No
If yes, provide project name and CPIF grant/loan awarded:
If yes, CPIF Program staff and/or the CPIF Advisory Committee may conduct an audit to review performance measures against projected outcomes, such as job creation projections.
Has your jurisdiction received any audit findings from the Washington State Auditor in the past 10 years'  Yes; No. If yes, provide details:

Grant Program for Public Facilities Fostering Growth in Economic Development and the Retention of Private Sector Jobs

Project Applicant	
Applicant Name: City of Wenatchee	
Applicant Address: PO Box 519, Wenatchee, Washington 98807	
Applicant Contract Person: David Erickson - Parks, Recreation and Cultural Serivces Director	
Applicant Email and Phone Number: daerickson@wenatcheewa.gov (509) 888-3280	
Project Title	
Revitalizing South Wenatchee & Lincoln Park	

# **Project Amount Requested**

CPIF Request: \$	· 
Local Match: \$1,202,000.00	(25% of CPIF request minimum

# **Project Description**

(attach document labeled "Project Description" if more room is needed)

Please see the	attached Project	Description.			

Grant Program for Public Facilities Fostering Growth in Economic Development and the Retention of Private Sector Jobs

Basic Project Inform	ation
Is this public facility/infrastructure project listed or referenced in	the Economic Development Element of
Chelan County's Comprehensive Plan, or the Comprehensive Plan	an of the city or town applying for CPIF
funds?* • Yes; No	
If answer is "Yes," include the supporting section of the relevant	t Comprehensive Plan as Attachment A.
Please highlight the project reference.	
	DOW 92 14 260
If answer is "No," the project is <u>not eligible</u> for a CPIF Grant per	r <u>RCW 82.14.360</u> .
*The project may either be specifically listed or generally define the Comprehensive Plan of the applicant's jurisdiction	ed in the County Comprehensive Plan or
Is this project located in unincorporated Chelan County?	
Project location/address: Lincoln Park - 1410 South Mission Street, V	Venatchee
Complete the public project budget and status of funds below. I funding be 100% complete?  Yes;  No	f CPIF funds are approved, will the
Project Costs (construction, permitting, admin, etc.)	Amount
Engineering and Construction Management	\$220,900.00
Permits	\$_8,000.00
Construction (Prep, Grading, Water, Sewer, Electrical)	\$ <u>449,199.79</u>
Construction (Surfacing, Irrigation, Stage, Pump Track, Landscaping, Erosion, Other)	\$_1,387,553.40
Construction (Fencing, Picnic Shelter, Play Equip, Splash Pad)	\$_814,813.00
Sales Tax	\$_225,425.63
Contingency	\$ 386,450.84
TOTAL	\$ 3,492,342.50

Grant Program for Public Facilities Fostering Growth in Economic Development and the Retention of Private Sector Jobs

<b>Funding Source</b>	Amount	Planned/Applied For	Secured
Federal Dollars	\$ <u>1,215,750.50</u>	Yes O No O	Yes O No O
State Dollars	\$_774,592.00	Yes   No   O	Yes <b>O</b> No <b>O</b>
Local Dollars	\$_1,202,000.00	Yes O No O	Yes O No O
CPIF Request	\$_300,000.00	Yes   No   O	Yes O No O
TOTAL	\$_3,492,342.50		

4. Describe the amount of outside (private) funding committed to the project (e.g. plant and equipment).

Included in Local Dollars above: Harvest Hills donation - \$20,000, Rotary Club donation - \$50,000, Risk Management Service Area Loss Control Grant - \$10,000. Remainder in Local Dollars is from City Art Fund, Sewer Fund and General Fund. Included in State Dollars above: Washington Wildlife and Recreation Program Grant - \$500,000, Department of Natural Resources Community Forestry Assistance Grant - \$11,400, Youth Athletic Facility Account Grant - \$263,192. Federal Funds above include: Land and Water Conservation Fund grant - \$500,000, ARP Funding - \$745,750.50. All funding is in hand with the exception of the funds in this request and ARP fund which are anticipated to be received by the time construction commences.

5. Describe the public infrastructure being proposed. Include engineering estimates, stage of design completion, and a site map detailing the proposed improvements as Attachments B and C.

This project renovates existing park features and adds new recreation opportunities to better serve the changing needs of the community. This project constructs a bmx pump track, splash pad, disc golf course, children's play area, and group picnic shelter, replaces the restrooms to bring the up to code, improves the efficiency of parking areas, adds shade trees and a new performing arts stage, and better accessibility. We are currently at the 100% plan level and hope to bid the project his Fall with construction next Spring. The 100% plan/illustrations and cost estimates are included as attachments B and C.

6. Describe how these improvements will enhance or encourage community vitality and stimulate other private development in the area.

The improvements contained in this project will bring new life and function to the park to create a vital recreation and social hub for this part of the community. The City has reinvigorated its park concession program and is currently working with several south Wenatchee area residents wishing to establish businesses in a park setting. Given an anticipated growth of a park-based market, the City and neighborhood representatives are discussing how to further engage local residents to support the development of pop-up and small business. Target businesses include food trucks and craft market stalls, which require limited capital and can take advantage of the increase in foot traffic resulting from the uses in the re-imagined park. By activating the entrepreneurship of Chelan County residents, these new businesses can provide local, community-based jobs, currently lacking in South Wenatchee. New businesses—even small, secondary ones—offer families another income stream, increasing financial stability and resilience in a community where the primary wage earner is often employed in a seasonal industry.

Grant Program for Public Facilities Fostering Growth in Economic Development and the Retention of Private Sector Jobs

7.	List all permits and environmental reviews required for the public project and detail their status
	(completed, in-process, etc.)

	In Process	Date Completed
Preliminary Engineering		October 18, 2017
Environmental Review		March 11, 2020 (Env. and Cult)
Design Engineering		August 4, 2020
Right-of-way	N/A	N/A
Construction Permits	April 11, 2022 (Electrical, Plumbing, Health)	March 31, 2021 (Building Permits)
Environmental Permits		August 13, 2020
Bid Documents		January 29, 2021
Award Construction Contract	March 24, 2022	
Begin Construction	April 11, 2022	
Project Operational	October 31, 2022	,

8.	Are any other public jurisdictions involved in this project? If so, in what way?  Chelan PUD may be involved with the electrical utility changes in the park.
9.	Who will maintain the public facility/infrastructure to be completed with CPIF dollars? Will this project impact utility rates within the jurisdiction?
	The City of Wenatchee currently maintains the park and will continue when the project is completed. The project will not impact utility rates.

10. Will this project generate sales tax, personal property tax, or another source of revenue for Chelan County? In answer is yes, what are the projected revenues?

The construction portion of the project is estimated to generate \$225,425.63 in sales tax. It is unknown at this time how much sales tax would be generated from event/park related vendors or uses.

Grant Program for Public Facilities Fostering Growth in Economic Development and the Retention of Private Sector Jobs

	If this project contributes toward private development, explain how the private development project will be supported by this public facility project. If there is a committed private sector partner include Contingency Agreement (Attachment C).						
	This project does not contribute to private development.						
	Explain why the private development requires the proposed public improvement(s).						
	This project does not include a private development.						

13. What is the status of the associated private development review and permits? List all permits required and give the current status (applied for, being reviewed, issued).

	In Process	Date Completed
Environmental Review	N/A	N/A
Construction Permits	N/A	N/A
Environmental Permits	N/A	N/A

14. Describe the type of industry or economic activity the public development will attract. What is the strategy to attract industry to the project site?

The City has reinvigorated its park concession program and advertised it with various media and electronic sources as well as working directly with interested individuals. Given an anticipated growth of a park-based market, the City and neighborhood representatives are discussing how to further engage local residents to support the development of pop-up and small business. Target businesses include food trucks and craft market stalls, which require limited capital and can take advantage of the increase in foot traffic resulting from the uses in the re-imagined park. By activating the entrepreneurship of Chelan County residents, these new businesses can provide local, community-based jobs, currently lacking in South Wenatchee. New businesses—even small, secondary ones—offer families another income stream, increasing financial stability and resilience in a community where the primary wage earner is often employed in a seasonal industry.

Grant Program for Public Facilities Fostering Growth in Economic Development and the Retention of Private Sector Jobs

15. List the number of projected jobs, by type, to be retained and/or created by the private entity.

Occupation	Current Jobs	# of Jobs	# of Jobs	Wage of	Local
	Retained** (in	Created Year 1	Created by	current or new	Occupational
	FTEs)	(in FTEs)	Year 5 (in	position	Wages***
			FTEs)		
Mgmt./Admin*	0	0	0	0	N/A
Technical/Prof	0	0	0	0	
Office/Clerical	0	0	0	0	
Production	0	0	0	0	
Sales	0	0	0	0	
Skilled Crafts	0	0	0	0	
Others	0	0	1	\$31.86/hour	
Totals	0	0	1	N/A	N/A

<sup>\*</sup>Indicate management positions in annual salary

- a. Projected annual gross payroll for all job classifications \$ 61,171
- b. Describe fringe benefits the company offers to regular full time employees? (e.g. health insurance, retirement plans, etc.) Health Insurance, PERS Retirement
- 16. How does this project support the economy of Chelan County and how does it fit into a county-wide economic development strategy? (E.g. Chelan County Comprehensive Plan, Chelan Douglas Regional Port Authority Economic Development Plan, etc.)

This project directly responds to the Chelan County Comprehensive Plan Economic Development Plan strategy by "Acquisition, construction, improvement of recreation facilities and systems" and also the City of Wenatchee 2018-2024 Parks, Recreation and Open Space Comprehensive Plan priority project and specific goal of completing the Lincoln Park Project. Specific citations for each of these in contained in Attachment A. The project also helps to satisfy goals contained in: 2016 Conservation Finance Study, South Wenatchee Sub Area Plan, South Wenatchee Design Assessment Team Plan, National Physical Activity Plan, Healthy Communities, Our Valley Our Future, Washington State Conservation and Outdoor Recreation Plan, City of Wenatchee Comprehensive Plan and others.

17. What will the effect of this project be on the natural environment – does the project address any issues related to public health, climate change, or quality of life?

This project is designed to improve opportunities for life enhancement for visitors. Within a 10-minute walk of much of South Wenatchee and located on major transit lines, the park serves as a vital recreation and social hub for the community. The project provides passive oriented amenities (picnic shelter, stage) to create opportunities for families to gather and socialize. It also features active play elements (play area, splash pad, soccer field, bmx pump track, disc golf) to help combat the areas above average childhood obesity rates and BMI levels. The project plants 42 trees to reforest the park and increase canopy coverage, habitat, localized cooling and storm water absorption. Project elements are designed to be vandal resistant to reduce operational expenses.

<sup>\*\*</sup>Retained jobs are defined as jobs that would otherwise be lost from the county without project

<sup>\*\*\*</sup>This column will be populated with data from the state before application is distributed and revised annually

Grant Program for Public Facilities Fostering Growth in Economic Development and the Retention of Private Sector Jobs

18. Does this project address any existing issues related to public safety and/or does it increase public safety in the future or address a potential future public safety issue?

This project incorporates a number improvements that are geared to improving the safety of park visitors and those traveling along Crawford Avenue. A safety fence is being installed along Crawford Avenue and along the Crawford parking lot border to reduce the potential for pedestrian/vehicular incidents occurring. A new crosswalk is planned for Crawford Avenue by the park entrance to provide better neighborhood access to the park. Security cameras are being added to help reduce incidents and improve response. The stage and playground have been removed and the restrooms are scheduled to be removed and replaced to bring the facilities up to code and meet current safety standards. Hazard trees are being removed and replaced with new plantings to reduce risk to visitors. The parking areas are planned to be striped to improve parking efficiency and also reduce parking related incidents.

19. Describe specific quantifiable measures of the outcomes, other than purely jobs, that will demonstrate project success. Describe how you will measure this and explain what you expect to show as progress toward the outcome.

We will demonstrate success through the completion of the project and park use. Numbers will be able to be measured through reserved uses of specific features and special event uses of the park. We will be able to track picnic shelter and stage reservations including number of reservations, location of the renter and projected number of attendees. We will be developing a system to reserve the soccer field for use that will allow for similar data to be collected. Special events, including estimated attendance will be tracked through the application process. General park use including splash pad, play area, disc golf and pump track use will be harder to monitor, but as the features are new to the park, park use will increase as a function of having the features present. We will be able to take snapshot looks at attendance throughout the season.

# **Application for Funding Certification**

I HEREBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO CHELAN COUNTY FOR THE CASCADE PUBLIC INFRASTRUCTURE FUNDS GRANT PROGRAM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature of Responsible Public Official:

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# PROJECT DESCRIPTION

Lincoln Park is an 18.48-acre community park located at 1410 South Mission Street in south Wenatchee. The park was acquired by the City of Wenatchee in 1945 and developed into a park in the early 1970's with funding assistance provided by the State Interagency for Outdoor Recreation. Over the years the park was upgraded to better serve the community. Baseball fields were added and in 1995 the Rotary Club renovated the playground. Along with regular uses such as picnicking, baseball, softball and sledding, the park hosts a number of activities like free movies and concerts, community cleanup and waste disposal events and the Fiestas Mexicanas festival which attracts over 10,000 people each year.

Even with regular maintenance, time caught up to the original amenities of the popular park. The picnic shelter, play area and stage were removed due to age, accessibility and code related issues and the restrooms have outlived their functional life. The parking areas need improvement to provide ADA and concession/vendor spaces and increase parking efficiency.

Within a 10-minute walk of much of South Wenatchee and located on major transit lines, the park could serve as a vital recreation and social hub for this distressed part of the community. Over 56% of residents living in the immediate service area of the park are persons of color with over 88% living near the park. Residents in this area of the Wenatchee valley have above average childhood obesity rates, mortality rates and BMI levels than the State average. The average household income levels around the park are also some of the lowest in the community. This project is designed to help address these issues.

### THE PROJECT

The Lincoln Park Revitalization Project renovates existing park features and adds new recreation opportunities to better serve the changing needs of the community and help bring new life to this area of the valley. The ultimate goal of the renovation is to create a vibrant gathering space for the residents and visitors and to help tackle local issues of social disconnection, family stability, and economic development and address the goals contained in the City of Wenatchee Parks, Recreation and Open Space Comprehensive Plan and the Chelan County Comprehensive Plan Economic Development Element.

This project will construct a variety of active and passive recreation amenities including: a bmx pump track, spray park, group picnic shelter, children's play area, disc golf course, restrooms, soccer/lacrosse field and performing arts stage. It also plants over 40 shade trees to provide improved storm water absorption, improves the efficiency of parking areas and ADA accessibility and adds safety features to the park. Space for vendors has been contemplated in the design.

The improvements identified in the project have been requested by the community through a number of planning processes over the last eight years including: the 2018-24 Parks, Recreation and Open Space Comprehensive Plan; the 2015 Conservation Finance Study; the 2017 South Wenatchee Sub Area Plan; and the 2012 South Wenatchee Design Assessment Team Plan. These

plans and the goals and priorities contained within, resulted from months of public outreach including community meetings and workshops, service club presentations, door to door solicitations, telephone and electronic polling, media interviews and by other means. The project was also discussed on multiple occasions at a variety of public meetings over the last ten years.

This project will help satisfy the needs and goals identified by the community in the plan documents. Among them, these include: Placing a priority on the revitalization and improvement of existing park areas and constructing the Lincoln Park Project. This project accomplishes the third ranked priority park project remaining in the City Parks Capital Plan and begins to help satisfy the current identified level of service deficiencies in the community. The project fulfills strategies in the National Physical Activity Plan and strategies contained in other planning documents including Healthy Communities and the State Comprehensive Outdoor Recreation Plan (SCORP). The elements will help satisfy nine SCORP goal recommendations, including creating new and diverse recreation opportunities, building recreation facilities for underserved populations, renovating facilities to meet today's recreation needs and others. According to SCORP data, the project incorporates six of the top activities for Hispanics as well those for all races. It provides passive oriented amenities to create opportunities for families to gather and socialize and active elements to address health and other issues.

One of the elements of the project is to construct the city's first soccer and lacrosse field and incorporate safety improvements to address level of service deficiencies and provide a facility that serves both residents and visitors to the community. This portion of the project is anticipated to serve age groups ranging from youth to adults. Along with the participants, spectators and families also attend. Generally, we have seen that for every participant, there is an average of 1.5 additional people that attend sporting events.

Because field space is at a premium, we are anticipating that the majority of the regular weekday uses would come from the areas including Leavenworth, Cashmere, Wenatchee and East Wenatchee, Quincy Entiat, Chelan, Waterville, Malaga and Rock Island. Tournament and weekend play would make up the majority of outside of the area participants with Lacrosse drawing teams from the west side of the State and soccer largely drawing from communities from around the east side of the State. The total amount of people that would be attracted and utilize the field from outside the area is difficult to estimate as team sizes vary from 3 to 11 people per team. The number of games that can occur on the field at one time also varies based on the size of the teams. In general, however, we would estimate that the field will see on average 24 scheduled games (with 22 players each time) per week, year-round. Variables include the season of play, if there is snow on the field, field recovery time and field size need for the age group participating (younger age groups or smaller size teams could have multiple games occurring at the same time on the field). These calculations do not include additional special uses by camps or unregistered/open use. When completed, this field will allow the soccer and lacrosse organizations to finally host tournaments and groups from outside of the area.

The City has reinvigorated its park concession program and is currently working with several south Wenatchee area residents wishing to establish businesses in a park setting. Given an

anticipated growth of a park-based market, the City and neighborhood representatives are discussing how to further engage local residents to support the development of pop-up and small business. Target businesses include food trucks and craft market stalls, which require limited capital and can take advantage of the increase in foot traffic resulting from the uses in the reimagined park. By activating the entrepreneurship of Chelan County residents, these new businesses can provide local, community-based jobs, currently lacking in South Wenatchee. New businesses—even small, secondary ones—offer families another income stream, increasing financial stability and resilience in a community where the primary wage earner is often employed in a seasonal industry.

The community has truly rallied around this project and made it their own, thus ensuring the benefits of greater community cohesion, family stability, and local economic development. The general public; Wenatchee Arts, Recreation and Parks Commission; Wenatchee Rotary, Lions and Kiwanis Clubs; Wenatchee Youth Soccer; Greater Wenatchee Soccer Club; Wenatchee Special Olympics; Wenatchee Valley United Soccer Club; Wenatchee Sports Foundation and other community groups such as Fiestas Mexicanas and Evergreen Mountain Bike Alliance support the implementation of the project.

### ATTACHMENT A

Chelan County Comprehensive Plan Economic Development Element
City of Wenatchee 2018-23 Parks, Recreation and Open Space Comprehensive Plan

1. Is this public facility/infrastructure project listed or referenced in the Economic Development Element of Chelan County's Comprehensive Plan, or the Comprehensive Plan of the city or town applying for CPIF funds? Yes.

From Chelan County Comprehensive Plan Economic Development Element – December 2020 - Section V: Projects Eligible to Receive Economic Development Sales Tax Funds Page 7:

- Installation of electric vehicle charging stations in Chelan County.
- Acquisition and rehabilitation of rail lines in Chelan County.
- Acquisition, construction, and improvement of recreation facilities and systems.
- Utility improvements including new services, extensions, relocations and rehabilitation of water, sewer, roadway, fiber optics, gas, power, rail, wayfinding/signage, pedestrian safety, bike infrastructure, and street lighting in unincorporated Chelan County.
- Feasibility study, marketing analysis, wood supply study, construction, and utility improvements for a regional mill site.
- Construction of buildings, utilities, restroom facilities, kitchen, fencing, and stage for a community market and cultural plaza.
- All projects listed in the most currently adopted Chelan Douglas Regional Port Authority Economic Development Plan.

And from Page 9 of Chelan County Comprehensive Plan Economic Development Element – December 2020:

# <u>City of Wenatchee</u>

- Utility improvements including new services, extensions, relocations and rehabilitation of water, sewer, roadway, fiber optics, gas, power, rail, wayfinding/signage, pedestrian safety, bike infrastructure, and street lighting.
- Acquisition of property for a business park.
- Acquisition, construction, and improvement of recreation facilities and systems.
- Construction of new buildings and structures or improvement of existing buildings and structures.
- Construction of buildings, utilities, restroom facilities, kitchen, fencing, and stage for a community market and cultural plaza.
- All economic development related projects listed in the City's most currently adopted Comprehensive Plan.

From City of Wenatchee 2018-2024 Parks, Recreation and Open Space Comprehensive Plan - Chapter 5 Page 117 – Goals and Strategic Actions:



SA 2.2.5 Construct a restroom at Locomotive Park.

SA 2.2.6

Renovate Lincoln Park including adding two Youth Baseball Fields, one soccer field, a second picnic shelter, splash pad, replacing the play equipment, BMX Pump Track, ADA accessibility and landscaping.

From City of Wenatchee 2018-2024 Parks, Recreation and Open Space Comprehensive Plan - Chapter 6 Page 152 — Capital Improvement Plan Project Ranking Summary Table.

Project is ranked 5<sup>th</sup> overall with Project Numbers 2 and 4 having already been completed.

Project Rank	Project Number	Project Name	Location	Total Cost
1	PK2006C3	Park Renovations	Pioneer Park	\$9,000,000
2	PK2013C6	Hale Park Development	Hale Park	\$1,117,000
3	PK2006T11	Pedestrian Bridge Extension	Hale Park	\$3,000,000
4	PK2006N2	Park Renovations	Kiwanis Methow Park	\$3,100,000
5	PK2006C1	Park Renovations	Lincoln Park	\$2,186,000
6	PK2006N1	Park Renovations	Chase Park	\$139,200
				4

This project satisfies nine other related goals contained in these and other plans including placing priority on revitalization and improvement of existing park areas and obtaining alternative sources of funding to complete the project. It accomplishes a priority park project in the capital plan, fulfills strategies in the National Physical Activity Plan and strategies contained in other planning documents including Healthy Communities, Our Valley Our Future and others.

Lincoln Park is in the State Comprehensive Outdoor Recreation Plan (SCORP) North Cascade region, a priority area for improving access. The elements in this project will help satisfy 9 SCORP's recommendations, including creating new and diverse opportunities, building rec facilities for underserved populations, renovating facilities to meet today's recreation needs and others.

# **ATTACHMENT B**

# LINCOLN PARK PROJECT

City Project No. 18-1250D 100% LEVEL COST ESTIMATE



	Description	940	Unit	Quantity	U	nit Price		Cost
1	PREPARATION  MOBILIZATION		L.S.	1	\$	18,000.00 \$		18,000.0
2	CLEARING AND GRUBBING SITE		ACRE	3.48	\$	5,000.00 \$		17,418.8
	REMOVAL OF STRUCTURES (STAGE/BATHROOM) AND OBSTRUCTIONS		L.S.	1	\$	24,300.00 \$		24,300.0
4	REMOVING ASPHALT CONC. PAVEMENT	TOTAL	S.Y.	833	\$	8.00 \$		66,383.0
es of all	GRADING	TOTAL			100			40,000,0
5	COMMON BORROW INCL. HAUL-SITE FILL		C.Y.	1,845	\$	44.00 \$		81,196.8
6	COMMON EXCAVATION INCL. HAUL-SITE CUT (SPLASHPAD/PLAYGROUND/SH	ELTER)	C.Y.	688	\$	50.00 \$		34,394.0
7	SELECT BORROW INCL, HAUL SOCCER FIELD		C.Y.	1,421	\$	80.00 \$		113,680.
	WATER LINES	TOTAL			Sec.	\$	To Or	229,271.
8	WATER LINES 4" METER CONVERSION TO 2", 2" TAP ON WATER MAIN IN PARK		L.S.	1	\$	15,000.00 \$		15,000.
9	2" DIA. POLY		L.F.	912	\$	30.00 \$		27,360.
10	2" WATERLINE VALVES, FITTINGS, BOXES AND APPURTANANCES		L.S.	1	\$	1,500.00 \$		1,500.
	, 1	TOTAL				\$		43,860.
	SANITARY SEWER		L.F.	751	\$	35.00 \$	253	26,285.
11	6" DIA, 3034 PVC INSTALLED  CLEANOUT WITH COLLAR		E.A.	4	\$	600.00 \$		2,400.
12	CLEANOUT WITH COLLAN	TOTAL				\$		28,685
	ELECTRICAL							
13	ELECTRICAL SYSTEM		L.S.	1	\$	81,000.00 \$		81,000 81,000
Very tea	SURFACING	Supplied to	Salar Korkey		pholes (4)	***************************************		81,000
14	COMMERCIAL HMA PATHS/DRIVE		TON	330	\$	130.00 \$	;	42,912
15	CSTC FOR PATHWAYS		TON	445	\$	30.00 \$		13,352
16	CSBC FOR PATH/DRIVE		TON	267	\$	35.00 \$		9,347
17	CSBC FOR SHELTER		TON	23 12	\$	35.00 \$ 450.00 \$		804 5,594
18	CONCRETE PAD FOR SHELTER	TOTAL	C.Y.	12	Þ	450,00 \$		72,011
9/3/2	PLAYGROUND	TOTAL			200			,07
19	CEMENT CONCRETE PEDESTRIAN CURBING		L.F.	493		35.00 \$		17,25
20	ENGINEERED WOOD CARPET (12" DEPTH) w/ 1 LAYER OF FABRIC		C.Y.	474		36.00 \$		17,078
21	INSTALLATION OF OWNER PROVIDED PLAYGROUND EQUIPMENT	TOTAL	L.S.	1	\$	94,875.00		94,875
	SPLASH PAD	TOTAL					2000	129,20
22	MOBILIZATION AND SOFT COSTS		L.S.	1	\$	8,500.00	5	8,50
23	CONCRETE PAD, FOOTINGS AND PREP		L.S.	1		71,544.00		71,54
24	PLUMBING EXTERIOR		L.S.	1		49,100.00		49,10
25	RESERVOIR AND APPURTANANCES		L.S.	1		45,750.00		45,75
26	INTERIOR PLUMBING AND APPURTENANCES		L.S.	1	\$	15,800.00 \$ 19,450.00 \$		15,80 19,45
27	COMMISSIONING AND CLOSEOUT	TOTAL	L.S.	1	\$		\$ \$	210,14
	IRRIGATION SYSTEM	TOTAL			135			
28	4" DIA. CARRIER PIPE CASINGS UNDER SIDEWALK		EACH	3		200.00		60
29	CONTRACTOR DESIGNED IRRIGATION SYSTEM REPLACEMENT		L.S.	1	\$	60,000.00		60,00
		TOTAL		-			\$	60,60
00	LANDSCAPING AND RESTORATION	THE REAL PROPERTY.	S.Y.	7,230	\$	2.75	s	19,88
30	SOCCER FIELD SOCCER FIELD EMBANKMENT		S.Y.	2,077			\$	5,71
32	PLAYGROUND/SPLASH PAD/BATHROOM/PATH		S.Y.	1,590			\$	4,37
33	STAGE AREA		S.Y.	2,127			\$	5,84
34	PICNIC SHELTER/PUMP TRACK	TOTAL	S.Y.	649	\$		\$ <b>\$</b>	1,78 37,60
	EROSION CONTROL	TOTAL			100		•	37,00
35	CONSTRUCTION ENTRANCE		L.F.	1	\$	5,000.00	\$	5,00
36	SILT FENCING		L.F.	730	\$		\$	2,19
37	INLET PROTECTION		L,S.	1			\$	1,50
38	SWPPP	70711	L.S.	1	\$		\$ <b>\$</b>	5,50 14,19
(1)	OTHER ITEMS	TOTAL					4	17,10
39	PARKING LOT STRIPING		L.S.	2	\$	6,000.00	\$	12,00
40	INSTALLATION OF OWNER PROVIDED PICNIC SHELTER		L.S.	1			\$	17,00
41	RESTROOM		L.S.	1			\$	335,50
42	PUMP TRACK		L.S.	1			\$	143,30
43	STAGE, STAIRS AND RAMP		L.S. EST.	1			\$	330,00
44	FORCE ACCOUNT MINOR CHANGE		CALC	1			\$	21,00
46	RECORD DRAWING (MIN. BID \$500)	,	L.S.	1		500.00	\$	50
		TOTAL					\$	864,30
							\$	1,837,25
					_		\$	156,16
							\$	367,45
				Base Bid Co	onst	ruction Total	\$	2,360,87
	ADDITIVES		1.0		•	190,000.00	\$	190,00
48	SOCCER FIELD APPURTENANCES, 16' FENCING		L.S.				\$	190,00
			manage base	CALL CONTRACTOR OF THE SECOND			\$	16,1
							\$	19,0
_						ruction Total		225,1
				d + Additive Co			\$	2,586,0
0.50	OWNER PROVIDED EQUIPMENT	// Sept = 1						
	PICNIC SHELTER		L.S.		1 \$	32,763.00	\$	32,70
	PLAYGROUND EQUIPMENT INCL. FREIGHT		L.S.			377,605.00	\$	377,6
	SPLASH PAD EQUIPMENT INCL. FREIGHT		L.S.			214,445.00	\$	214,4
) est				mer Provided E			\$	624,8
v (2)				WSST	Sal	es Tax (8.5%)	\$	53,1
			0	wner Provided	Equ	ipment Total	\$	677,9
						ION TOTAL		3 263 94
						Pad Permitting	\$	8,0
				Pump	trac	k Design Fees	\$	15,4
			100	A THE REAL PROPERTY.		A&E Fees	\$	205,0

Chelan County Contract No.

# **Cascade Public Infrastructure Fund Grant Interlocal Agreement**

# I PARTIES

This Agreement is made by and between **Chelan County** (hereinafter referred to as **the County**), having its business address at 400 Douglas Street, Suite 201, Wenatchee, Washington, 98801, and **City of Wenatchee** (hereinafter referred to as **Grantee**), having its business address at PO Box 519, Wenatchee, Washington 98807.

# II TERM

This Agreement takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments required under Section V, MUTUAL CONSIDERATION, have been made or until terminated as provided for in Section VIII, TERMINATION.

# III PURPOSE

The purpose of this Agreement is to provide funding support for the Revitalizing South Wenatchee & Lincoln Park (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure development. These funds will be used to complete the Project as outlined in the Cascade Public Infrastructure Fund (CPIF) Grant Program Application as attached (Attachment B).

# IV RECITALS

The Parties make this Agreement based on and in recognition of certain relevant facts and circumstances including:

- A. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Chelan County Code CCC 1.71.010 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Distressed Counties Tax Fund, now known as Rural Counties Tax Fund.
- B. The Grantee intends to construct the Project. The Project, if constructed, will be partially funded by a \$115,200 grant from the Chelan County Rural Counties Tax Fund, and the balance of the Project will be funded by the Grantee and other sources as outlined in Attachment B. The Project improvements, when complete, will be owned and maintained by the Grantee.
- C. RCW 82.14.370 was adopted to serve the goals of promoting the ongoing operation of business in rural distressed areas, promoting the expansion of existing businesses in rural distressed areas, attracting and developing new businesses, and

providing family wage jobs and the development of communities of excellence in such areas. The parties expect the Project to further these goals.

- D. RCW 82.14.370 defines public facilities to include bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, or commercial infrastructure, and port facilities in the state of Washington.
- E. The County has created the CPIF Advisory Committee to review applications for grants from the Rural Counties Tax Fund and to make recommendations only to the Board of Commissioners for Rural Counties Tax Fund investments based on commitment of other funds, potential for resulting job creation, and other factors.
- F. The CPIF Advisory Committee has reviewed the application for Rural Counties Tax Funds, also known as Cascade Public Infrastructure Grant Funds, and has recommended approval to the Chelan County Board of Commissioners.
- G. Specifically, the CPIF Advisory Committee has recommended this Project application be approved for a grant. A copy of the CPIF application for this Project is attached to this Agreement as Attachment B and incorporated herein.
- H. The Chelan County Board of Commissioners reviewed the recommendation and the application and approved a grant to the Grantee from the Rural Counties Tax Fund in the amount of **\$115,200**, total.
- I. The Chelan County Rural Counties Tax Fund balance is sufficient to make the requested grant to the Project.
- J. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

# V MUTUAL CONSIDERATION

The parties do not intend to create any new or separate legal or administrative entity by this Agreement but intend for this mutual Agreement to govern the County's financial support for the Project. The terms and conditions contained herein reflect the voluntary participation of the parties.

- A. GRANTEE RESPONSIBILITIES: The Grantee hereby agrees as follows:
- (i) If after the award of the construction contract, the scope of the Project or the Project budget has changed, the Grantee shall provide the County the following <u>updated</u> documents: 1) a detailed description of the Project; 2) a Project budget itemizing major improvements together with the estimated cost of the improvements; and 3) a schedule showing sources and uses of funding for the Project, if any of the aforementioned documents varies from those that were submitted with the Grantee's application for CPIF funding.
- (ii) The Grantee shall be responsible for all aspects of the design and construction of the Project.

- (iii) The Grantee shall be responsible for all aspects of the public works construction contract administration, which shall include, but not be limited to, advertising, bidding, and awarding the contract. The Grantee will comply with all applicable laws, rules and regulations relating to bidding the Project. The County shall have no responsibility for the Project other than the funding set forth herein.
- (iv) The Grantee shall provide the County with a final report showing the actual cost of the Project and the actual sources and uses of funding for the Project.
- B. CHELAN COUNTY'S RESPONSIBILITIES: The County hereby agrees as follows:
- (i) COUNTY GRANT—The County shall issue a grant to the Grantee for up to \$115,200 for the Project described herein. This grant shall be by County warrant drawn on the Rural Counties Tax Fund and payable to the Grantee upon approval of this Agreement by the Chelan County Board of Commissioners and the Grantee, and pursuant to the terms contained in (ii), Payout of Grant Funding, below.
- (ii) PAYOUT OF GRANT FUNDING—The County shall pay out grant funding to the Grantee up to a maximum of \$115,200 of the total Project costs. This amount shall be paid in accordance with Attachment A, attached hereto. Disbursements of grant funding shall be made contingent upon and subject to the continued commitment of the other Project funding sources.
- (iii) Unless the parties to this Agreement mutually agree in writing to modify the consideration, the funding identified herein is all the County is obligated to pay towards this Project forever. The Grantee agrees to protect the County from, hold it harmless from, and indemnify it for, any charges that may be levied in excess of the agreed grant amount.

# VI RECORDS, REPORTS AND AUDITS

The Grantee agrees to maintain such records, make such reports and follow such procedures pertaining to this Agreement as may be reasonably required by the County and as are typically maintained and made by the Grantee in the undertaking of a Project of this nature. All Grantee records pertaining to this Agreement and the Project work shall be retained by the Grantee for a period of three (3) years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized representatives of the State government shall have access to any books, documents, papers, and records of the Grantee which pertain to this Agreement or the Project work for the purpose of making audit, examination, excerpts, and transcriptions.

# VII RELATIONSHIP OF PARTIES AND AGENTS

Neither the Grantee nor the County shall have authority to execute contracts or to make commitments on behalf of the other, and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent

between the County and the Grantee. This Agreement does not create, either implicitly or explicitly, any right, duty or obligation that is not expressly provided for herein.

The Grantee represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform the Project work. Such personnel shall not be employees of, or contractors with the County for purposes of the Project. All such personnel, contractors, and/or subcontractors shall be fully qualified (as determined by the Grantee in its sole discretion) and authorized/permitted under State and/or local law to perform such services.

# VIII TERMINATION

If the Grantee fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including, but not limited to, the termination or closeout of this Agreement in the manner specified herein:

- TERMINATION FOR CAUSE— If the Grantee fails to comply with the terms A. and conditions of this Agreement, the County will give notice to the Grantee in writing of its failure to comply. The Grantee will be given thirty (30) days from date of notice to comply with the terms of the Agreement or submit a plan acceptable to the County to bring the Grantee into compliance with the Agreement within a time period reasonably acceptable to the County. Failure to comply with the terms and conditions of this Agreement by either party shall constitute an event of default. In the event of default by the Grantee and a failure by the Grantee to cure as provided for herein, the County may take such remedial actions under the law as are available to cure the default, including the imposition of the reasonable costs of collection. In the event of default by the County, the Grantee may take such remedial actions under the law as are available to cure the default. including specific performance, which shall be limited to dispersal of County approved grant funding.
- B. TERMINATION FOR OTHER GROUNDS—This Agreement may be terminated in whole or in part by mutual consent and written agreement between the parties, duly authorized and executed, setting forth the conditions of termination, including effective date, reimbursement of grant funding, and, in case of termination in part, reimbursement of that portion of the grant funds paid for Project work not completed and to be terminated. Such termination shall be deemed a termination for convenience of the parties.
- C. TERMINATION FOR TIME—This Agreement shall terminate if the Grantee has not applied for reimbursement of any of the grant funds for the Project prior December 31, 2026.

# IX COMPLIANCE WITH LAWS

The County and the Grantee shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments with regard to the performance of this Agreement.

# X INTEREST OF MEMBERS OF THE COUNTY AND THE GRANTEE

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Agreement.

# XI HOLD HARMLESS AND INDEMNITY

To the extent permitted by law, the Grantee shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions, costs, or judgments which result from the activities to be performed by the Grantee, its agents, employees, or subcontractors pursuant to this Agreement.

# XII ASSIGNABILITY

The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written consent of the County thereto, provided, however, that claims for money by the Grantee from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the Grantee.

# XIII NON-WAIVER

The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

# XIV CONTRACT MODIFICATIONS

No modification or waiver of any clause or condition of this Agreement shall be binding upon either party unless such modification or waiver is in writing and duly authorized and executed by the County and the Grantee.

### XV SEVERABILITY

If any portion of this Agreement is changed per mutual signed written agreement or any portion is held invalid, the remainder of this Agreement shall remain in full force and effect.

# XVI NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO GRANTEE: PO Box 519, Wenatchee, Washington 98807

TO COUNTY: 400 Douglas Street, Suite 201, Wenatchee, Washington, 98801

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or

hand-delivered. Such notices shall be deemed effective when mailed or handdelivered at the addresses specified above.

# XVII INTEGRATION

This Agreement contains all terms and conditions to which the County and the Grantee agreed, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this grant transaction. There are no other oral or written agreements between the Grantee and County as to the grant terms contained herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, duly authorized and executed by both parties.

# XVIII GOVERNING LAW AND VENUE

All questions of the validity, construction, and application of this Agreement shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Agreement shall be the Superior Court of the State of Washington in and for Chelan County, Washington.

Upon execution of this Agreement by the parties hereto, the County shall cause it to be recorded with the Chelan County Auditor pursuant to the recording requirement

# XIX RECORDING

Appro	ved t	he	day o	of			
2021	by	the	Board	of	Chelan	County	
Commissioners at an Open Public Meeting.							

\_\_\_\_\_

	BOB BUGERT, CHAIR
	KEVIN OVERBAY, COMMISSIONER
	TIFFANY GERING, COMMISSIONER
ATTEST:	
CARLYE BAITY, CLERK Dated:	
Approved as to form:	
Civil Deputy Prosecutor	

# Attachment A

Grantee – Revitalizing South Wenatchee & Lincoln Park – Grant Draw Down Requirements

The \$115,200 grant funding will be disbursed as follows:

The Grantee will send invoices for Project payments made by Grantee to contractor(s) to Chelan County Commissioners' Office, 400 Douglas Street, Suite 201, Wenatchee, Washington, 98801. Invoices will include copies of receipts. Funds will be made available by warrant within 30 days following receipt of invoice and are for reimbursement of Project expenses only. The request for grant funds should reference the Chelan County assigned interlocal agreement number.



### CITY COUNCIL AGENDA REPORT

**TO:** Frank Kuntz, Mayor

City Council

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

**Public Works Department** 

MEETING DATE: August 12, 2021

# I. SUBJECT

Wastewater Treatment Plant Facilities Plan Amendment, Project No. 2003, \$227,400

# II. ACTION REQUESTED

Motion requested for the City Council to approve the professional services agreement with Jacobs and authorize the Mayor's signature.

# III. OVERVIEW

The City of Wenatchee wastewater treatment plant operates continuously removing pollutants from an average of three million gallons of wastewater every day. The plant is composed of six major treatment units that remove garbage, separate liquids and solids, and further treat the liquids and solids to produce clean water for return to the Columbia River and biosolids that are used to improve agricultural soils.

In the 2016 Wastewater Treatment Plant Facilities Plan, the capacity of the treatment units was evaluated and a capital improvement plan was developed for future growth. Late in the planning process, the ultraviolet disinfection system capacity was determined to be 40% less than the original design. The 2016 plan proposed that further investigation and alternatives analysis should be conducted. In addition, the wastewater treatment plant staff have faced increasing challenges with aging equipment and infrastructure not addressed in the 2016 plan.

The goal of this amendment is to build on the work completed in 2016 and update the capital project schedule for the wastewater treatment plant. As part of the project, Jacobs will also provide a condition assessment of the major treatment units, evaluate alternatives for the disinfection and odor control systems, and provide a high-level review of long-range planning considerations.

# IV. FISCAL IMPACT

The Wastewater Facilities Plan Amendment Project was approved as part of the 2021 budget for \$220,000. The proposed contract is for \$227, 400.

# V. PROPOSED PROJECT SCHEDULE

The project is expected to start in September and take approximately ten months.

# VI. <u>REFERENCE(S)</u>

- 1. Professional Services Agreement with Jacobs
- 2. Capital Project Budget Sheet for Project No. 2003

# VII. <u>ADMINISTRATIVE ROUTING</u>

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director
Rob Jammerman, Public Works Director
Anna Carr, Administrative Assistant-Public Works



# PROFESSIONAL SERVICES AGREEMENT

WWTP Facility Plan Update

The City of Wenatchee, Washington, a municipal corporation ("City") and Jacobs, whose address is 999 W. Riverside Ave., #500 Spokane, WA 99201 ("Consultant"), agree and contract as follows:

# I. SERVICES BY CONSULTANT

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

# II. COMPENSATION

- A. The total compensation to be paid to Consultant for completion of these services shall not exceed **\$227,400**, as detailed in Attachment A.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 30 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

# III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

# IV. OWNERSHIP OF WORK PRODUCT

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

# V. GENERAL ADMINISTRATION AND MANAGEMENT

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

# VI. COMPLETION DATE

The completion date for the Consultant's performance of the services specified in Section I shall be not later than **July 31, 2022**.

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

# VII. SUCCESSORS AND ASSIGNS

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

# VIII. NONDISCRIMINATION

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

possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

# IX. HOLD HARMLESS/INDEMNIFICATION

To the greatest extent allowed by law the Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement excluding its liability to third parties for bodily injury and property damage, the total aggregate liability of Consultant arising out of the performance or breach of this agreement shall not exceed the total insurance policy limits required of Consultant under this Agreement. Notwithstanding any other provision of this Agreement, Consultant and City shall have no liability to each other for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this section shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of Consultant or CITY or their respective subconsultants.

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

# X. LIABILITY INSURANCE COVERAGE

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

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

# A. Scope of Insurance

Consultant shall obtain insurance of the types described below:

 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

- 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be included as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- 3. <u>Workers' Compensation</u> coverage as required by the Industrial Insurance laws of the State of Washington.
- 4. <u>Professional Liability</u> insurance appropriate to the Consultant's profession.

# B. **Amounts of Insurance**

Consultant shall maintain the following insurance limits:

- 1. <u>Automobile Liability</u> insurance with a combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- 2. <u>Commercial General Liability</u> insurance shall be written with limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- 3. <u>Professional Liability</u> insurance shall be written with limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

# C. Other Insurance Provisions

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

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

# D. Acceptability of Insurers

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

# **E.** Verification of Coverage

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

#### F. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

# XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

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

# XII. FUTURE SUPPORT

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

# XIII. INDEPENDENT CONTRACTOR

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

# XIV. EXTENT OF AGREEMENT/MODIFICATION

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

# XV. ADDITIONAL WORK

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

# XVI. VENUE, APPLICABLE LAW AND JURISDICTION

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

# XVII. DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by agreement between Consultant and the City shall be referred for determination to the City's Mayor, whose decision in the matter shall be final and binding on the parties of this agreement, provided, however, that if an action is brought challenging the Mayor's decision, that decision shall be subject to de novo judicial review.

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

CONSULTA	ANT:	CITY OF WENATCHEE:
Ву:	Kelly BOS	By:Frank Kuntz, Mayor
Date:	August 2, 2021	Date:

# Attachment A City of Wenatchee, Washington WWTP Facilities Plan Amendment

# Scope of Work

# Introduction

The City of Wenatchee, Washington (City) in cooperation with the Washington State Department of Ecology (Ecology) prepared a *Sewer Comprehensive Plan*, Gray and Osborn, Inc., May 2017 (2017 Sewer Plan); and a *Wastewater Treatment Facilities Plan Update*, HDR, December 2016 (2016 Facilities Plan).

The primary purpose of the 2017 Sewer Plan was to addresses the City's planning needs for wastewater collection, transmission, treatment, and disposal for a 20-year planning period (2016 through 2035).

The primary purposes of the 2016 Facilities Plan were to:

- Update wastewater treatment plant (WWTP) flow and loading projections
- Evaluate WWTP unit process capacity and show that adequate capacity exists to treat the projected influent flows and loads through the planning period (years 2015 through 2035)
- Recommend process improvements to provide for needed process unit redundancy and to assure capacity is available for future wastewater flows.

The purpose of this WWTP Facilities Plan Amendment (Facilities Plan Amendment) is to perform a comprehensive evaluation of the City's WWTP, which will include an on-site inspection and condition assessment of certain equipment and facilities. The evaluation will focus on developing the capital improvements needed, along with a recommended schedule, and updating the capital improvement project (CIP) list with accurate costs. The Facilities Plan Amendment will serve as the long-range planning document for ongoing operation, maintenance, further evaluations, and planned improvements to the WWTP.

Because the City has not seen significant increases in flow or loading at the WWTP since the 2016 Facilities Plan was completed, the Facilities Plan Amendment will not change but use the flow and loading projections and treatment unit capacities from the previous 2016 Facilities Plan. The outcomes of the Facilities Plan Amendment will identify specific alternatives/options for:

- Upgrading elements of the solids and/or liquids handling systems
- Odor control improvements
- Ultraviolet disinfection system upgrades
- Future WWTP staffing needs and recommendations on facilities and equipment for the staff

The Facilities Plan Amendment will also include a high-level review of long-range WWTP process and treatment improvement options including water reuse, treatment to meet temperature waste load allocations (WLA), regionalization of wastewater treatment services, and relocation of the WWTP.

It is Jacobs's understanding that the Facilities Plan Amendment will build upon and incorporate previous work from the 2017 Sewer Plan and the 2016 Facilities Plan necessary to meet the requirements of an engineering report for a domestic wastewater facility as per WAC 173-240-060. The recommendations in the Facilities Plan Amendment will address only the following engineering report requirements:

- "(n) Provision for future needs.
- (o) Staffing and testing requirements for the facilities.
- (p) An estimate of the costs and expenses of the proposed facilities and the method of assessing costs and expenses. The total amount shall include both capital costs and also operation and maintenance costs for the life of the project, and must be presented in terms of total annual cost and present worth."

The collection system will not be evaluated within this Facilities Plan Amendment, other than as required for the high-level review of long-range WWTP process and treatment improvement options.

Review workshops will be conducted with City personnel and key individuals from the Jacobs project team throughout the project to ensure that the direction of the project is understood and endorsed.

The proposed Facilities Plan Amendment outline is as follows.

- 1) Purpose of Facilities Plan Amendment (includes discussion of 2016 Facilities Plan and how WAC 173-240-060 requirements will be addressed)
- 2) Current Facilities
  - a) Improvements since 2016 Facilities Plan.
  - b) Flows and Loads (from 2016 Facilities Plan)
- 3) Condition, Reliability/Redundancy, and Staffing Needs Assessment
  - a) Condition Assessment
  - b) Reliability/Redundancy Analysis
  - c) Staffing Needs Assessment
- 4) Long-Range Process and Treatment Improvements Options
  - a) Reuse
  - b) Temperature WLA
  - c) Regionalization
  - d) Relocation
- 5) Evaluation of Alternatives and Prioritization of Upgrades
  - a) Preliminary Evaluation of UV Disinfection and Odor Control
    - i) UV Disinfection
    - ii) Odor Control
  - b) Evaluation of Alternatives requires separate notice to proceed (NTP)
    - i) Alternatives screening development
    - ii) Alternatives evaluation
    - iii) Recommendations and Conclusions
  - c) Capital Improvements Project List

The following tasks make up the scope of work necessary to complete the Facilities Plan Amendment.

# Task 1 Kickoff and Data Gathering

# Task 1.1 Data Gathering

Prior to the kickoff, Jacobs will provide the City with a list of data/information needs that includes design and planning documents, previous condition assessments, WWTP data, maintenance records, staffing levels, and equipment/asset lists. After studying the data, the Jacobs team will be prepared for the

kickoff meeting with City staff, which will include discussions of the data, as well as detailed City concerns regarding various WWTP components and processes.

In addition to data directly related to the WWTP, information is needed to feed into a high-level review of long-range options, for example:

- Water reuse: A summary of prior discussions or reports on water reuse drivers, opportunities, and feasibility. This information might include information on interested reuse customers, service areas, and potential sites for reuse projects.
- Temperature WLAs: daily effluent temperature data for comparison to applicable standards; daily
  effluent flow data to be used to calculate thermal loads; summary of any prior discussions with
  Ecology regarding temperature waste loads and regulation to feed into a characterization of the
  applicable standards and requirements.
- Regionalization of wastewater treatment services: goals for regionalization, interested participants, known opposition, previous feasibility studies, other utilities' infrastructure, others' regional initiatives or plans.
- Relocation of the WWTP: goals for relocation, previous siting or feasibility studies, available land owned by city, city infrastructure and contour maps, preferred site and route for conveyance, past input from stakeholders

# Assumptions:

• The City will furnish information on WWTP improvements regardless of whether it is documented on as-built drawings.

#### Deliverable:

Data request list prior to kickoff

# Task 1.2 Kickoff

Jacobs will attend and facilitate a project kickoff by meeting with the City's team to establish a mutual understanding of goals, objectives, and expectations. The purpose of the kickoff is to establish a common vision for the project between the City and Jacobs.

# Assumptions:

- The kickoff meeting will last 2 hours and be attended by four Jacobs staff.
- The kickoff meeting will be held virtually or in conjunction with the site visit for Task 2.

#### Deliverable:

Kickoff meeting draft and final summary

# Task 2 Condition, Reliability/Redundancy and Staffing Needs Assessments

# Task 2.1 Condition Assessment

After data gathering and kickoff, the Jacobs team will visit the WWTP and perform an onsite inspection and condition assessment (CA). The following list dictates which equipment and facilities will be assessed in this scope of work and in future scopes of work.

# This scope

- Secondary Clarifier 1 and 2 (in service)
- o Aeration Basins (in service) & Blower Building
- Primary Clarifier 2 (out of service)
- o Influent pumps and associated controls in the main building
- Aesthetics (fence along Worthen and 2 viewing areas)

# Future scope

- Primary sludge pumps
- Secondary Clarifier 1 and 2 components not accessible while in service
- o Aeration Basin components not accessible while in service
- WAS and RAS pumps
- o Primary Clarifier 1
- Digester 1 (after Digester 4 construction is complete)
- Digester 3 (after Digester 4 construction is complete)
- o Grit removal system
- Digester gas system components

The objectives of the site visit are to identify whether the equipment, systems or facilities in the "This scope" list above need upgrade or replacement to last through the planning period; to note critical WWTP components to be considered for future assessments; and to learn how the WWTP is operated and maintained. Jacobs will also conduct interviews with WWTP staff to supplement the data collected.

Jacobs' CA team will work with City staff and use our Asset Condition Evaluation System (ACES) system to evaluate the physical condition of the WWTP components listed above.

For the aesthetics (fence along Worthen and 2 viewing areas) item, a Jacobs geotechnical engineer will review pertinent WWTP record drawings, available geotechnical data, and structure performance history provided by the City. The geotechnical engineer will then visit the WWTP site to observe present conditions and discuss WWTP performance with City staff. The geotechnical engineer will prepare a geotechnical memorandum which summarizes observations and provide a recommendation on next steps to begin addressing the apparent settlement of the fence pillars and viewing areas. The geotechnical engineer will also observe the depression on the surface of the biofilter and provide suggestions for additional evaluation of the cause. This geotechnical work is limited to the fence pillars, 2 viewing areas, and biofilter and does not include review of any other facilities at the WWTP. The geotechnical observations made at the WWTP site are limited to conditions which are directly observable, discussed in available information sources, and/or described by City staff.

The CA report will include identified deficiencies and planned corrective actions for the components listed above. This CA will not be complete for those components that are in service during the time of the CA. A CA of the remaining WWTP components will not be performed.

Jacobs will also provide a schedule for performing CAs on WWTP equipment and facilities in the "Future scope" list above. The schedule will be based on seasonal flows, availability of redundant process units, and other considerations.

# Assumptions:

- The Jacobs CA team WWTP visit will take up to five days, including travel time.
- Jacobs will perform a CA on 150-200 assets.
- The City will provide pertinent geotechnical engineering reports, record drawings, observations, construction records, and other documentation to be reviewed by the geotechnical engineer. Review time is assumed to be approximately four hours total.
- Condition assessment will include a one-day (including travel time) by a Jacobs solids process/digestion lead.
- Condition assessment will include a 4-hour site visit by a geotechnical engineer to be accompanied by City staff familiar with the WWTP.
- Condition assessment will include a one-day (including travel) site visit by project manager and facilities planning lead.
- No arc flash analysis, sampling, laboratory testing, subsurface investigations, geotechnical analysis, or WWTP operations are included in this task.
- Jacobs CA team will follow Jacobs jobsite safety procedures.
- Reliability analysis of each piece of equipment is not part of this task.

#### **Deliverables:**

- Draft and final condition assessment report
- The final condition assessment report will be included as an appendix to the Facilities Plan Amendment.
- Geotechnical Memorandum listing data sources reviewed, key findings, site observations, and recommendations. The memorandum will be included as an appendix to the Facilities Plan Amendment and/or condition assessment report.

# Task 2.2 Reliability/Redundancy Analysis

Jacobs will perform a reliability/redundancy analysis based on the criteria for a Reliability Class III wastewater plant provided in Section G2-8 of Ecology's Criteria for Sewage Works Design (Orange Book) (<a href="https://apps.ecology.wa.gov/publications/documents/9837.pdf">https://apps.ecology.wa.gov/publications/documents/9837.pdf</a>) dated August 2008.

#### Assumptions:

- This analysis will find deficiencies and list results.
- This analysis will provide an update to the 2016 Facilities Plan redundancy analysis.
- Reliability in this task is not to be confused with reliability of a piece of equipment. Reliability here
  relates to whether the WWTP meets the criteria for redundancy of unit processes and power listed
  in the Orange Book.

# Deliverables:

- Draft and final TM summarizing the analysis and providing recommendations
- The final reliability/redundancy TM will be included as an appendix to the Facilities Plan Amendment.

# Task 2.3 Staffing Needs Analysis

Jacobs will interview on-site O&M staff to determine the current labor burden and identify operational challenges. Jacobs will document minimum daily operating requirements, on-site laboratory time, effort for biosolids handling, and staff certifications. Jacobs will compare current staffing with industry best practices and future WWTP needs. Jacobs will benchmark staffing levels and skillsets against metrics used to determine staffing levels for WWTPs operated by Jacobs, considering site-specific constraints unique to your utility.

Jacobs will recommend additional WWTP facilities, such as workspace and/or locker space, to accommodate recommended staffing. Facilities will be defined to establish a planning level cost basis.

# Assumption:

- Prior to the staffing needs analysis, Jacobs will provide WWTP staff with an outline of interview
  questions to allow staff time to prepare and gather information for the interview.
- The Jacobs team will meet onsite with operations staff during the week of the CA and spend one day focused on operator duties.

#### Deliverables:

- Draft and final TM summarizing the analysis and providing recommendations
- The final staffing needs TM will be included as an appendix to the Facilities Plan Amendment.

# Task 3 Long Range Process and Treatment Improvement Options

Jacobs will work with the City to provide a high-level review of long-range options for managing Wenatchee's wastewater to meet long-term needs. This review of long-range process and treatment options will include a sampling of POTWs that have considered or dealt with reuse, temperature WLA, regionalization, and relocation, the pros and cons and main factors to consider in each of these four categories. Jacobs will provide general discussion on the following issues associated with:

- Reuse of a WWTP's effluent
  - Summarize treatment technologies and reuse locations typically suited for reuse in surface irrigation, groundwater recharge via surface percolation or injection wells, stream flow augmentation, and applications in industrial or institutional settings.
- Temperature WLA of a WWTP's surface water discharge
  - Perform an assessment of historic thermal loads discharged from the WWTP, based on daily effluent flow and temperature data, and revised thermal loads based on future flow projections.
  - Compare these loads to the temperature WLA from the TMDL.
  - Estimate the time frame for potential future thermal compliance issues and for evaluating alternatives for compliance with the temperature WLA.
  - Summarize temperature WLA information and known upcoming regulations
  - Summarize treatment technologies suited to reduce wastewater effluent temperatures

- Regionalization of a WWTP
  - o Partners and governing entities
  - o Benefits
  - o Roadblocks
- Relocation of a WWTP
  - o Property and conveyance
  - Regulatory and permitting of a new discharge point
  - Decommissioning part or all of an existing WWTP
  - Planning-level cost for a new relocated WWTP

# Assumptions:

- Stakeholder meetings are not included.
- Alternatives analysis, cost estimating and specific recommendations for long-range options are not included.
- Siting, routing and property evaluations are not included.
- Planning-level order-of-magnitude cost for a new relocated treatment facility is based on Jacob's historical cost data.
- The City will provide data listed under Task 1.1.
- The City's next National Pollutant Discharge Elimination System (NPDES) permit renewal will include
  a temperature WLA that will be a function of effluent flow and temperature which will result in a
  need for the WWTP to manage the combined flow and temperature limits simultaneously to
  operate within the temperature WLA.

# Deliverable:

 Memorandum discussing long-range potential process and treatment options, including planninglevel order-of-magnitude costs for a new relocated treatment facility.

# Task 4 Evaluation of Alternatives and Prioritization of Upgrades

This Task involves developing and evaluating two alternatives each for up to two treatment process units. The task includes the following steps and workshops:

- 1. Preliminary evaluation of the UV disinfection and odor control
- 2. Workshop to identify, develop and screen alternatives
- 3. Develop two alternatives each for up to two treatment process units
- 4. Compare alternatives & select recommend alternatives

# Task 4.1 Preliminary Evaluation of UV Disinfection and Odor Control

Preliminary Evaluation of the Ultraviolet Disinfection System

Jacobs will work with WWTP staff to identify current deficiencies and develop a near-term plan to improve the reliability of existing UV disinfection system. Specific tasks include:

- Assess hydraulic concerns with the downstream level control gate performance: Work with City staff
  to collect water level measurements. Provide recommendations for refurbishing and recalibrating
  the level control gates so the level in the UV channels can be maintained within specifications across
  the range of flows.
- Evaluate 2 years of UV transmittance data and possibly redefine the UVT setpoint in the control system.
- Work with the current UV vendor, or a third party, to conduct a bench-scale dose validation test (collimated beam test), and depending on results recommend next steps

## Evaluation of the Existing Biofilter

Jacobs will study the as-built drawings for the existing Bohn biofilter followed by a site visit to observe and perform a cursory evaluation of the functioning and physical condition of the existing biofilter. The evaluation will include the following specific tasks, with assistance from City staff as required:

- Measure air flow rates into the biofilter, and pressure drop across biofilter bed, and across biofilter exhaust fan to compare with design criteria
- Collect three bag samples; one at inlet and two at outlet of the biofilter (two different locations on top of the biofilter bed) samples and analyze for general odor (DT [detection threshold] and RT [recognition threshold]) along with H<sub>2</sub>S concentration
- Observe the "sink hole" on the surface of the biofilter and make suggestions for additional evaluation of the cause of the sink hole and/or repair of the sink hole. This may include pipe camera inspection to determine condition of drain pipe.
- Provide a preliminary assessment of biofilter performance, airflow, pressure drop, and physical
  condition. Document actual biofilter performance compared to the original design criteria, estimate
  remaining useful life, ability to expand if needed in the future, and make recommendations for
  keeping and retrofitting the biofilter for solving "sink hole" issues and future expansion or replacing
  the soil media with a more efficient engineered media.

#### Deliverables:

 Technical memorandums outlining findings and recommendations for each of the three preliminary evaluations

## Assumptions:

- The City will provide as-built drawings for the UV system and odor control biofilter.
- The collimated beam test will be performed by the UV vendor at no cost.
- Task 4.1 includes one-day (including travel) site visits by two Jacobs staff.

# Task 4.2 Alternatives Development and Screening Workshop

Jacobs will attend a one-day workshop with City staff to identify up to two treatment process units to be evaluated, along with two alternatives for each identified process unit. These alternatives will be based on the results of Task 2 *Condition, Reliability/Redundancy and Staffing Needs Assessments,* flow and loading projections and treatment unit capacities from the 2016 WWTP facilities plan, and the Task 4.1 preliminary evaluations. To prepare for the workshop, Jacobs will identify a list of logical, candidate process options for WWTP improvements to be narrowed down during the workshop to a shortlist

based on relative cost, reliability, energy consumption, ease-of-operation, effluent quality, flexibility/adaptability, and other criteria established during the workshop.

#### Deliverables:

- Workshop materials including:
  - Flow and loading data and anticipated regulatory driver summaries
  - o Preliminary list of candidate process options for WWTP improvements
  - Results of Task 4.1 preliminary evaluations
- Workshop meeting notes summarizing the two treatment process for which alternatives will be evaluated, and two screened alternatives for each process to carry into more detailed development

# Assumption:

- Based on discussions at this workshop, two alternatives each for up to two treatment process units will be carried forward for more detailed development.
- This workshop will take place virtually.

# Task 4.3 Alternatives Development and Evaluation (requires separate NTP)

Under this task, two alternatives each for up to two treatment process units will be further developed. A total of four alternatives will be developed.

#### Task activities will include:

- Define and develop alternatives that meet operational and regulatory goals for the planning period
- Address non-cost evaluation criteria such as reliability and operational constraints. Identify regulatory, legal, and institutional requirements for each of the alternatives
- Develop order-of-magnitude capital cost estimates for each alternative using Jacobs Cost Parametric Estimating System (CPES)
- Develop relative operational and maintenance costs based on vendor equipment O&M recommendations and WWTP operations staff input
- Compare and recommend alternatives

# Deliverable:

• Draft and Final Technical Memorandum summarizing the alternatives. The memorandum will discuss advantages, disadvantages, relative costs and treatment differences.

# Assumptions:

- Jacobs will provide 124 hours at a staff mix resulting in the budget amount for this task.
- The majority of the Work performed under this task will be completed after Task 2 *Condition, Reliability/Redundancy and Staffing Needs Assessments* is conducted. Up to two alternatives will be evaluated.
- Environmental impacts for onsite facilities expansion are the same as described in the 2016 Facilities Plan and will not be discussed in detail in the Facilities Plan Amendment.

# Task 4.4 Recommended Alternatives (requires separate NTP)

After consulting with the City, summarize up to two recommended alternatives and present estimated capital costs. Task activities include:

- Develop conceptual project design and AACE Level 4 cost opinion. The cost will include contract administration and professional services (engineering) as a typical percent of construction
- Develop a project prioritization approach based on capacity, reliability and redundancy and performance criteria
- Develop a CIP list showing recommended years of design and construction for the recommended alternatives

# Assumption:

• The proposed project description, phasing, project opinions of cost, and potential permit requirements will be documented in the Facilities Plan Amendment.

# Task 4.5 Capital Facilities Project List

Building on the results of the condition assessment and alternatives evaluation, a CIP list will be developed. The CIP list will identify capital projects over the 20-year planning period and prioritize those projects based on need.

# Assumptions:

- The CIP list will include AACE Level 4 cost opinions for those projects recommended in the Facilities Plan Amendment to be constructed in the next 5 years and AACE Level 5 cost opinions for projects beyond 5 years
- The CIP list will include recommendations for additional condition assessments to be performed in the future.
- The CIP will incorporate recommendations from the Stantec report.
- The CIP list will include projects identified under this scope, either through Task 2 Condition, Reliability/Redundancy and Staffing Needs Assessments or Task 4 Evaluation of Alternatives and Prioritization of Upgrades.

## Deliverable:

 CIP list for implementation of recommended improvements to include timing, estimated duration, and anticipated costs for each project to be included in the Recommendations and Conclusions section of the Facilities Plan Amendment

# Task 5 Prepare Facilities Plan Amendment Document

A draft and final Facilities Plan Amendment will be developed that incorporates all the elements outlined in Tasks 1 through 4.

Sections of the Facilities Plan will be developed in draft form as the work is complete. The City will have an opportunity to review each section and all comments will be incorporated into a final draft combined plan, which the City will review.

The final draft document will be a compilation of all sections, incorporating City review comments, and include an Executive Summary. Jacobs will support submission of final draft Facilities Plan Amendment to Ecology at the City's direction. Once all remaining comments have been received and incorporated, we will submit the Final Facilities Plan Amendment to the City.

# Task 5.1 Prepare Draft Facilities Plan Amendment document

A Final Draft Facilities Plan Amendment will be developed and submitted to the City and Ecology for review.

#### Task activities include:

- Compile results from Tasks 1 through 4, which incorporate City review comments on individual sections, and assemble into a preliminary draft for City review
- Incorporate City comments into a Final Draft Facilities Plan Amendment
- Submit electronic Final Draft Facilities Plan Amendment to Ecology

# Assumptions:

- The Facilities Plan Amendment will build upon and incorporate previous work from the 2017 Sewer Plan and the 2016 Facilities Plan to the furthest extent possible in order to meet the requirements of an engineering report for a domestic wastewater facility as detailed in the introduction to this scope of work.
- The City will have opportunity to review draft sections and a preliminary draft Facilities Plan Amendment.
- The Final Draft Facilities Plan Amendment submitted to Ecology will include all City review comments
- Final Draft Facilities Plan Amendment will be provided as an electronic, searchable and bookmarked PDF

#### Deliverable:

Electronic Draft Facilities Plan Amendment

# Task 5.2: Prepare Final Facilities Plan Amendment document

Jacobs will compile, print, bind, and submit the final Facilities Plan Amendment to the City and Ecology. The Final Facilities Plan Amendment will address Ecology comments provided on the draft.

#### Assumptions:

- One electronic, searchable and bookmarked PDF of the Facilities Plan Amendment will be provided to the City.
- The draft amendment will be revised and finalized once.

#### Deliverable:

Electronic Final Facilities Plan Amendment

# Task 6: Project Management and Coordination

Jacobs will perform project management activities including monitoring and administration duties, participation in regularly scheduled progress meetings with the City, and project quality assurance and quality control (QA/QC) activities, as needed. Monthly progress reports and progress billings will be prepared in Jacobs standard format.

#### Assumptions:

 Coordination meetings with City's project manager and Jacobs project manager will take place every two weeks, on average, over the course of the project.

- No additional meetings or other coordination tasks with the City and/or other stakeholders are included in this scope of work.
- The project will last 12 months.

# Deliverables:

- Monthly invoices and brief progress reports
- Coordination meeting agenda and notes

# Schedule

The Draft Facilities Plan Amendment will be submitted to the City 10 months after notice to proceed. The Final Facilities Plan Amendment will be submitted to the City and Ecology a month after Ecology comments are received.

A project schedule will be developed by Jacobs and will be provided to the City at the initiation of the project to define key interim milestones and to help in scheduling and coordination of meetings with and review required from City and Ecology staff.

# Compensation

The estimated fee to complete the Scope of Work is shown in Table 1. This scope of work will be performed on a time and materials basis not to exceed \$227,400. The estimated fee serves as the Not to Exceed Budget for the contract.

# Assumptions:

- The budget will be managed at the project level, not at the task level.
- The project will be completed in 2022.

TABLE 1
Wenatchee WWTP Facilities Plan Amendment - Budget

Task	Estimated Hours	Total
Task 1 Kickoff and Data Gathering	58	\$14,900
Task 2.1 Condition Assessment	266	\$59,000
Task 2.2 Reliability/Redundancy Analysis	8	\$1,700
Task 2.3 Staffing Needs Analysis	16	\$3,400
Task 3 Long Range Process and Treatment Improvement Options	82	\$24,100
Task 4.1 Preliminary Evaluation of UV Disinfection and Odor Control	144	\$32,800
Task 4.2 Alternatives Development and Screening Workshop	32	\$7,600
Task 4.3 Alternatives Development and Evaluation and Task 4.4 Recommended Alternatives	146	\$24,800
Task 4.5 Capital Facilities Project list	40	\$9,200
Task 5 Prepare Facilities Plan Amendment Document	136	\$28,200
Task 6 Project Management and Coordination	120	\$21,700
Total Budget	1048	\$227,400



# **Capital Project Budget**

Date:	September 1, 2020				Project Nu	mber:	2	003
Project Name:	UV/WWTP Facility Plan Update			Dept,	/Category: Public		Works - Sewer Project	
Project Description:	Project Description: The City of Wenatchee's Waste Water Treatment Plant is looking to do a study of the existing UV treatment facility. This study will identify the needed UV system expansion requirements to be able to adequately treat the city's sanitary sewer waste. In conjunction with this study, and update to the WWTP Facility Plan will be conducted to identify any other areas that need updated and/or expanded at the WWTP.							quately treat
Project Lead:		Jessica	Shaw		Start Year:		2	019
Assigned Departmen	t:	Public	Works		End Year:		2	021
Original Project Budg		\$220	,000	Total City Funding:		Funding:	\$220,000	
Budget Amendment:		·	,		Other Fund	_	\$0	
Project Notes:								
Original Budget is based	on adopted 2020 City Bu	dget.						
		1		Prior		ESTIMATES		
Project Expenditures b	y Category	Original Budget	Amended Budget	Years Spent	2021	2022	2023+	Project Total
Design Engineering		220,000		•	220,000			220,000
Right of Way Acquisitio	n							
Construction Contract								
Construction Engineeri	ng							
Miscellaneous								
Art Fund								
Total Project Expendit	ures	220,000			220,000			220,000
		Original Amend		Prior		ESTIMATES		
Project Revenues by Co	ategory	Budget	Budget	Years	2021	2022	2023+	Project Total
Fund:	405 - Sewer Utility	220,000			220,000			220,000
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
				·				
Total Project Revenues	3	220,000			220,000			220,000

Approved by City Council:

Date



#### CITY COUNCIL AGENDA REPORT

TO: City Council

**FROM:** Frank Kuntz, Mayor

**MEETING DATE:** August 12, 2021

# I. SUBJECT

Amended and Restated Interlocal Agreement for the Greater Wenatchee Regional Events Center Project by and between the City of Wenatchee and the Greater Wenatchee Regional Events Center Public Facilities District.

# II. ACTION REQUESTED

Motion for the City Council to authorize the Mayor to approve the Amended and Restated Interlocal Agreement for the Greater Wenatchee Regional Events Center Project by the and between the City of Wenatchee and the Greater Wenatchee Regional Events Center Public Facilities District and authorize the Mayor's signature.

#### III. OVERVIEW

The proposed Amended and Restated Interlocal Agreement (Agreement) for the Greater Wenatchee Regional Events Center Project by the and between the City of Wenatchee and the Greater Wenatchee Regional Events Center Public Facilities District (PFD) amends and restates the Existing City-PFD Interlocal Agreement in its entirety. The PFD was formed for the specific purpose of acquiring, constructing, owning, remodeling, maintaining, equipping, re-equipping, repairing, financing, and operating the Regional Events Center. Pursuant to the existing City-PFD Interlocal Agreement, the City and the PFD outlined each of their responsibilities and commitments in the financing, development, and operation of the Regional Events Center. In accordance with the existing City-PFD Interlocal Agreement, the PFD issued the 2012A Bonds to provide a portion of the permanent financing to acquire the Regional Events Center. The PFD has determined that issuing bonds to refund the outstanding Series 2012A bonds and modify debt service and reserve requirements, sources of payment, covenants, and other terms of the outstanding 2012A Bonds is in the best interests of the PFD and its taxpayers.

The PFD and the City desire to enter into this Agreement to restructure each of their responsibilities and commitments in the financing and operation of the Regional Events Center.

# IV. FISCAL IMPACT

There is no impact to the general fund. The Agreement reaffirms the City's commitment to contribute the City's 0.2 sales tax and sales tax revenue to the PFD under the new refinancing structure until the time when the amount in the Bond Fund is sufficient to pay all principal of and interest on all outstanding Bonds.

# VI. <u>REFERENCE(S)</u>

1. Amended and Restated Interlocal Agreement

# VII. <u>ADMINISTRATIVE ROUTING</u>

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

#### FG DRAFT 7/26/21

# AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR THE GREATER WENATCHEE REGIONAL EVENTS CENTER PROJECT

This Amended and Restated Interlocal Agreement for the Greater Wenatchee Regional Events Center Project (this "Agreement") is entered into by and between the CITY OF WENATCHEE, a code city and municipal corporation of the state of Washington, and the GREATER WENATCHEE REGIONAL EVENTS CENTER PUBLIC FACILITIES DISTRICT, a municipal corporation of the State of Washington.

- <u>Section 1.</u> <u>Definitions.</u> As used in this Agreement, the following capitalized terms have the following meanings:
- (a) "0.033 Percent PFD Sales Tax" means the 0.033 percent sales and use tax imposed by the PFD pursuant to RCW 82.14.390, Resolution No. 2006-02, adopted by the Board on July 5, 2006, and Resolution No. 2018-01, adopted by the Board on March 19, 2018.
- (b) "0.033 Percent PFD Sales Tax Revenue" means the proceeds of the 0.033 Percent PFD Sales Tax imposed by and payable to the PFD.
- (c) "0.1 Percent PFD Sales Tax" means the 0.1 percent sales and use tax imposed by the PFD pursuant to RCW 82.14.048, Resolution No. 2012-03, adopted by the Board on May 3, 2012, and an election held within the jurisdiction of the PFD on April 17, 2012.
- (d) "0.1 Percent PFD Sales Tax Revenue" means the proceeds of the 0.1 Percent PFD Sales Tax imposed by and payable to the PFD.
- (e) "0.2 Percent City Sales Tax" means the 0.2 percent sales and use tax imposed by the City pursuant to RCW 82.14.048 and Ordinance No. 2012-05, adopted by the City Council of the City on March 1, 2012.
- (f) "0.2 Percent City Sales Tax Revenue" means the proceeds of the 0.2 Percent City Sales Tax imposed by and payable to the City.
- (g) "2012A Bonds" means the Limited Sales Tax Bonds, Series 2012A, issued by the PFD in the original aggregate principal amount of \$45,235,000, dated September 28, 2012, authorized by and issued for the purposes provided in the Refunded Bond Resolution.
- (h) "Additional Bonds" means any bonds issued pursuant to Bond Resolution that are payable from Tax Revenues on a priority on parity with the payment when due of principal of and interest on the Bonds.
- (i) "Agreement" means this Amended and Restated Interlocal Agreement for the Greater Wenatchee Regional Events Center Project.

- (j) "Annual Debt Service" for any fiscal year means the principal of and interest on all outstanding Parity Bonds scheduled to be paid in such fiscal year.
- (k) "Board" means the governing body of the PFD, as duly and regularly constituted from time to time.
- (l) "Bond" means each bond issued pursuant to and for the purposes provided in the Bond Resolution.
- (m) "Bond Fund" means the Sales Tax Bond Fund of the PFD established for the payment of the principal of and interest on the Parity Bonds.
- (n) "Bond Resolution" means Resolution No. 2021-02, adopted by the Board on July 12, 2021, authorizing the issuance, sale, and delivery of the Bonds.
  - (o) "City" means the City of Wenatchee, Washington.
- (p) "Existing City-PFD Interlocal Agreement" means the Interlocal Agreement for the Greater Wenatchee Regional Events Center Project, dated September 6, 2006, by and between the City and the PFD, as amended by the First Amendment to Interlocal Agreement for the Greater Wenatchee Regional Events Center Project dated May 30, 2007, the Second Amendment to Interlocal Agreement for the Greater Wenatchee Regional Events Center Project dated September 25, 2008, and the Third Amendment to Interlocal Agreement for the Greater Wenatchee Regional Events Center Project dated August 9, 2012, as amended and restated by the Amended and Restated Third Amendment to Interlocal Agreement for the Greater Wenatchee Regional Events Center Project dated September 10, 2012.
  - (q) "Parity Bonds" means the Bonds and any Additional Bonds.
- (r) "PFD" means the Greater Wenatchee Regional Events Center Public Facilities District, a public facilities district duly organized and existing under the laws of the State, including chapter 35.57 RCW.
- (s) "PFD Formation Interlocal Agreement" means the Interlocal Agreement, dated as of June 15, 2006, by and among the City, the City of East Wenatchee, the City of Cashmere, the City of Chelan, the City of Rock Island, the City of Entiat, the Town of Waterville, Chelan County, and Douglas County, as amended by the First Amendment thereto dated February 27, 2012.
- (t) "Principal and Interest Account" means the Principal and Interest Account in the Bond Fund established to pay and secure the payment of the principal of and interest on the Parity Bonds.
- (u) "Refunded Bond Resolution" means Resolution No. 2012-07, adopted by the Board on September 10, 2012.
  - (v) "Refunded Bonds" means all of the outstanding 2012A Bonds.

- (w) "Regional Events Center" means the regional center of the PFD (within the meaning of RCW 35.57.020), which regional center is currently known as the Greater Wenatchee Regional Events Center.
- (x) "Regional Events Center Revenue" means all earnings, revenue, and money received by the PFD each month on account of its ownership and/or operation of the Regional Events Center, including the proceeds of the admissions tax imposed by the PFD pursuant to RCW 35.57.100 and Resolution No. 2008-04 adopted by the Board on June 18, 2008, and any amount received by the PFD as a federal or state government reimbursement of costs of maintenance and operation of the Regional Events Center.
- (y) *"Reserve Account"* means the Reserve Account in the Bond Fund established to secure the payment of the principal of and interest on the Parity Bonds.
- (z) "Reserve Account Credit Facility" means (i) any noncancelable municipal bond insurance policy or surety bond issued by any insurance company licensed to conduct an insurance business in any state of the United States, which insurance company, as of the time of issuance of such policy or surety bond, is rated in one of the two highest rating categories by Moody's Investors Service or S&P Global Ratings or (ii) any irrevocable letter of credit issued by a financial institution for the account of the PFD on behalf of the registered owners of any Parity Bonds, which institution maintains an office, agency or branch in the United States and as of the time of issuance of such letter of credit, is rated in one of the two highest rating categories by Moody's Investors Service or S&P Global Ratings.
- (aa) "Reserve Account Requirement" means the amount designated by the PFD as such for the Bonds and any series of Additional Bonds.
  - (bb) "State" means the State of Washington.
- (cc) "Tax Revenues" means, collectively, the 0.033 Percent PFD Sales Tax Revenue, the 0.1 Percent PFD Sales Tax Revenue, and the 0.2 Percent City Sales Tax Revenue.
- <u>Section 2.</u> <u>Findings and Determinations</u>. Each of the City and the PFD takes note of the following facts and makes the following findings and determinations:
  - (a) The PFD was created pursuant to the PFD Formation Interlocal Agreement.
- (b) The PFD was formed pursuant to the authority granted by chapter 35.57 RCW for the specific purpose of acquiring, constructing, owning, remodeling, maintaining, equipping, reequipping, repairing, financing, and operating (either directly or by contract) the Regional Events Center.
- (c) Chapter 39.34 RCW authorizes public agencies to enter into agreements for cooperative action.
- (d) Pursuant to the Existing City-PFD Interlocal Agreement, the City and the PFD outlined each of their responsibilities and commitments in the financing, development, and operation of the Regional Events Center.

- (e) In accordance with the Existing City-PFD Interlocal Agreement, the PFD issued the 2012A Bonds to provide a portion of the permanent financing to acquire the Regional Events Center.
- (f) The PFD has determined that issuing the Bonds to refund the outstanding Series 2012A bonds and modify debt service and reserve requirements, sources of payment, covenants, and other terms of the outstanding 2012A Bonds is in the best interests of the PFD and its taxpayers.
- (g) The PFD and the City desire to enter into this Agreement to restructure each of their responsibilities and commitments in the financing and operation of the Regional Events Center.
- (h) Consistent with the PFD Formation Interlocal Agreement, prior to the date of this Agreement, (1) the City had primary responsibility to oversee and make decisions relative to the design, development, construction, operation, and maintenance of the Regional Events Center; (2) the City provided the necessary staff support to fulfill this obligation; and (3) the City reported directly and regularly to the PFD Board regarding the status of the design, development, construction, operation, and maintenance of the Regional Events Center.
- (i) The City provided an agreement to the PFD for its review and approval whereby the PFD acquired the Regional Events Center after construction was completed.
- (j) The City employed Robert Knowles as the City and PFD's project manager to oversee the design, development, and construction of the Regional Events Center. The PFD reimbursed the City for the entire cost of Robert Knowles' services.
- (k) The City provided the local match of 33% of the 0.033 Percent PFD Sales Tax Revenue collected as set forth in RCW 82.14.390 as follows:
- (1) Hawley/Walnut Street alignment and construction in the approximate amount of \$1.8 million funded by City and Transportation Improvement Board funds;
- (2) the City conveyed a portion of its ice arena equipment and fixtures consisting of the heating and cooling units, dasher boards and glass, floor coverings, hockey goals and netting, and Zamboni to the PFD;
- (3) Walla Walla Street improvements valued at approximately \$1.7 million funded through a CERB grant;
- (4) additional CERB funds for the Regional Events Center valued at approximately \$8.3 million for site improvements and Regional Events Center construction;
- (5) \$4 million in City general funds for site improvements and Regional Events Center construction;
- (6) in-kind staff time, including legal services, provided for the benefit of the PFD and Regional Events Center;

- (7) in-kind staff time for financial administration;
- (8) purchase of Eden software to provide separate accounting services; and
- (9) providing the C.H. Johnson independent financial viability analysis for the project.
- Section 3. Amendment and Restatement of Existing City-PFD Interlocal Agreement. This Agreement amends and restates the Existing City-PFD Interlocal Agreement in its entirety. All references to "this Agreement" in the Existing City-PFD Interlocal Agreement, including the First Amendment, the Second Amendment, and the Third Amendment thereto, as amended and restated by the Third Amended and Restated Third Amendment thereto, shall be to this Agreement.

# <u>Section 4.</u> <u>Financing of the Regional Events Center.</u>

- (a) Issuance of Bonds. The City consents to the issuance of the Bonds by the PFD in an aggregate principal amount determined by the PFD necessary, taking into account the funds held by the escrow agent for the Refunded Bonds, to: (A) provide for the call, payment, and redemption of the Refunded Bonds to and including the first date on which the Refunded Bonds may be redeemed at the option of the PFD (September 1, 2022); (B) provide for payment of the costs of issuing the Bonds and the administrative costs of refunding the Refunded Bonds; (C) provide for the Reserve Account Requirement for the Bonds in an amount equal to the least of maximum Annual Debt Service on the Bonds, 125% of average Annual Debt Service on the Bonds, and 10% of the principal amount of the Bonds; and (D) provide for a capital reserve for the PFD in an amount to be determined by the PFD but not to exceed \$6 million.
- (b) Imposition of Taxes; Application of Revenue; Costs of Maintenance and Operation; Additional Bonds.
- (1) Imposition of 0.2 Percent City Sales Tax. Subject to the provisions of paragraph (11) of this subsection, the City shall impose the 0.2 Percent City Sales Tax until July 1, 2042.
- (2) Imposition of 0.1 Percent PFD Sales Tax. Subject to the provisions of paragraph (11) of this subsection, the PFD shall impose the 0.1 Percent PFD Sales Tax until one year after the Bonds have been paid in full.
- (3) Imposition of 0.033 Percent PFD Sales Tax. Subject to the provisions of paragraph (11) of this subsection, the PFD shall impose the 0.033 Percent PFD Sales Tax until July 1, 2046.
- (4) Application by City of 0.2 Percent City Sales Tax Revenue. Subject to the provisions of paragraph (11) of this subsection, the City shall unconditionally and irrevocably pay or cause to be paid to the PFD all 0.2 Percent City Sales Tax Revenue.
- (5) Application by PFD of 0.1 Percent PFD Sales Tax Revenue and 0.2 Percent City Sales Tax Revenue. Subject to the provisions of paragraph (11) of this subsection,

the PFD shall apply 0.1 Percent PFD Sales Tax Revenue and 0.2 Percent City Sales Tax Revenue received each month in the following order of priority:

First, to pay into the Principal and Interest Account (A) the amount, taking into account other money then on deposit therein, that if multiplied by the number of remaining monthly payments to be made before the next interest payment date for the Parity Bonds, equals the amount of interest on the Parity Bonds then payable; and (B) the amount, taking into account other money then on deposit therein, that if multiplied by the number of remaining monthly payments to be made before the next principal payment date for the Parity Bonds, equals the amount of principal of the Parity Bonds then payable;

Second, (A) to pay into the Reserve Account the amount, if any, required to make the balance therein equal to the Reserve Account Requirement in accordance with the Bond Resolution; and (B) to pay any amount required pursuant to any reimbursement obligation in connection with a Reserve Account Credit Facility; provided, that if there is not sufficient money to make all reimbursement obligations, payments will be made to the providers on a pro rata basis; and

Third, [TBD: e.g., operating reserve, capital reserve, early retirement of bonds].

(6) Application by PFD of 0.033 Percent PFD Sales Tax Revenue. Subject to the provisions of paragraph (11) of this subsection, the PFD shall apply 0.033 Percent PFD Sales Tax Revenue received each month in the following order of priority:

First, to make any required payments into the Bond Fund resulting from a deficiency in 0.1 Percent PFD Sales Tax Revenue and 0.2 Percent City Sales Tax Revenue received in such month to make payments required by paragraph (5) of this subsection; and

Second, for any lawful purpose of the PFD.

- (7) Application by PFD of Regional Events Center Revenue. The PFD shall apply Regional Events Center Revenue for any lawful purpose of the PFD.
- (8) *Investment of Funds*. Until needed, the PFD may invest money in any legal investment. Investment earnings on money in the Bond Fund shall be retained in the Bond Fund and used for the purposes of the Bond Fund.
- (9) Limited Obligations. The PFD is organized pursuant to RCW 35.57.010 and the PFD Formation Interlocal Agreement. The PFD Formation Interlocal Agreement provides as follows: "All liabilities incurred by the PFD shall be satisfied exclusively from the assets, credit, and properties of the PFD, and no creditor or other person shall have any right of action against or recourse to the Members (as defined in the PFD Formation Interlocal Agreement), its assets, credit, or services, on account of any debts, obligations, liabilities, or acts or omissions of the PFD."

- (10) Negative Pledge; Additional Indebtedness. So long as any Bonds are outstanding, the City shall not pledge the 0.2 Percent City Sales Tax Revenue to any other purpose. So long as any Bonds are outstanding, the PFD shall not pledge the 0.2 Percent City Sales Tax Revenue or the 0.1 Percent PFD Sales Tax Revenue to any other purpose or issue any other obligation or incur any other indebtedness that is secured by or payable from the 0.2 Percent City Sales Tax Revenue or the 0.1 Percent PFD Sales Tax Revenue without the prior written consent of the City. Notwithstanding the foregoing:
  - (A) the PFD may issue Additional Bonds for the purpose of refunding outstanding Parity Bonds without the prior written consent of the City if, after taking into account the issuance of such Additional Bonds and the refunding of such Parity Bonds, the Annual Debt Service for the current fiscal year and each future fiscal year in which Parity Bonds (including the Additional Bonds to be issued) are scheduled to be outstanding will not increase by more than \$5,000 in any such fiscal year; and
  - (B) the PFD may issue obligations or incur indebtedness payable from 0.033 Percent District Sales Tax Revenue and/or Regional Events Center Revenue for any lawful purpose of the PFD without the prior written consent of the City.
- (11) Sufficiency of Revenue to Pay Bonds. When the amount in the Bond Fund is sufficient to pay all principal of and interest on all outstanding Bonds, notwithstanding any provision of this Agreement or the Bond Resolution to the contrary, (A) no further deposits need be made into the Bond Fund; (B) the City may [TBD: (i) terminate the imposition of the 0.2 Percent City Sales Tax or (ii) retain, and not pay or cause to be paid to the PFD, all 0.2 Percent City Sales Tax Revenue, and apply such 0.2 Percent City Sales Tax Revenue solely for the purposes authorized by RCW 82.14.048]; (C) the PFD may [TBD: (i) terminate the imposition of the 0.1 Percent PFD Sales Tax or (ii) retain all 0.1 Percent PFD Sales Tax Revenue, and apply such 0.1 Percent PFD Sales Tax Revenue solely for the purposes authorized by RCW 82.14.048]; and (D) the PFD may (i) terminate the imposition of the 0.033 Percent PFD Sales Tax or (ii) retain all 0.033 Percent PFD Sales Tax Revenue, and apply such 0.033 Percent PFD Sales Tax Revenue solely for the purposes authorized by RCW 82.14.390.
- <u>Section 5.</u> <u>Entity.</u> This Agreement does not establish or create separate legal or administrative entity.

#### Section 6. Administration.

(a) The PFD shall at all times operate the Regional Events Center, or cause the Regional Events Center to be operated, as a "regional center" (as that term is defined in chapter 35.57 RCW) and in a sound and economical manner and shall maintain, preserve, and keep the same, or cause the same to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof, in good repair, working order, and condition, and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation thereof may be properly and advantageously conducted. The PFD shall

cause all books and records of the Regional Events Center to be maintained in accordance with applicable State law.

- (b) The City is not obligated to provide staff support to the PFD. Notwithstanding the foregoing, the City and the PFD may agree that the City will provide staff support to the PFD upon mutually acceptable terms and conditions.
- (c) At all times, upon reasonable notice, the City shall have access to and has the right to inspect, examine, and make copies of the books and records and any and all accounts and data of the PFD.

# Section 7. Hold Harmless and Indemnification.

- (a) The City shall defend, indemnify, and hold harmless the PFD and its officers, directors, employees, and agents, at the City's sole cost and expense, for, from, and against any and all damages, costs, or expenses which may be imposed upon, incurred by, or asserted against the PFD or its officers, directors, employees, and agents by reason of any breach by the City of this Agreement or any negligent acts of the City or its elected officials, employees, agents, or contractors.
- (b) The PFD shall defend, indemnify, and hold harmless the City and its officers, directors, employees, and agents, at the PFD's sole cost and expense, for, from, and against any and all damages, costs, or expenses which may be imposed upon, incurred by, or asserted against the City or its officers, directors, employees, and agents by reason of any breach by the PFD of this Agreement or any negligent acts of the PFD or its appointed officials, employees, agents, or contractors.
- <u>Section 8.</u> <u>Supplemental Documents</u>. The parties agree to complete and execute all supplemental documents necessary or appropriate to implement fully the terms of this Agreement.
- <u>Section 9.</u> <u>Duration of Agreement</u>. This Agreement shall continue in full force and effect until such time as the Bonds are fully paid and redeemed (including any indebtedness incurred to refund all or a portion of the Bonds without extending the final maturity of the Bonds), unless terminated earlier by consent of both parties.
- <u>Section 10.</u> <u>Remedies.</u> The parties have the right to exercise any and all of the following remedies, singly or in combination, in the event that party violates any material provision of this Agreement:
- (a) Commence an action for equitable or other relief, including injunctive relief, or seek writ of mandamus to compel performance; or
- (b) Commence an action seeking specific performance of any provision which reasonably lends itself to such remedy.

Before exercising any of the available remedies, the party alleging the breach ("Party") shall follow the procedure below:

- (1) <u>Notice of Violation</u>. In the event that the Party believes that the other Party has not complied with the terms of this Agreement and is Defaulting Party ("Defaulting Party"), the Party shall notify the Defaulting Party in writing, by certified mail, of the nature of the alleged non-compliance.
- (2) The Defaulting Party's Right to Cure or Respond. The Defaulting Party shall have ten (10) days from the receipt of notice described above to: (A) respond to the Party, or (B) cure such default or, in the event that by the nature of the default such default cannot be cured within the ten (10) day period, initiate steps to remedy such default as promptly as possible. The duty to cure includes the duty to cure all harms caused by the acts or omissions of the Defaulting Party. At the end of the ten (10) day period, the Defaulting Party shall notify the Party, in writing, of the steps it is taking to cure the default, if any; if the cure is not complete, the reason it is not complete, and the projected date for completion; and if the default is disputed, the complete basis for that contention.
- (3) If a Party determines that the Defaulting Party did not cure or initiate steps to cure to the Party's satisfaction, after the notice required herein was provided, then the Party may exercise its available remedies.
- <u>Section 11.</u> <u>No Waiver.</u> No waiver by any party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or of a different provision of this Agreement.
- <u>Section 12.</u> <u>No Third Party Beneficiary</u>. No other person or entity not party to this Agreement shall be entitled to be treated as the third party beneficiary of this Agreement.
- <u>Section 13.</u> <u>City Obligation Defined</u>. Except as otherwise expressly provided in this Agreement, the City shall have no obligation to make payments to the PFD with respect to the payment of any bonds issued by the PFD or to pay costs of maintenance and operation of the Regional Events Center.
- <u>Section 14.</u> <u>Severability</u>. If any portion of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections in this Agreement shall not affect the remaining portions of this Agreement, or any part thereof.
- <u>Section 15.</u> <u>Effective Date</u>. This Agreement shall become effective when all of the following events have occurred:
  - (a) each party has duly executed this Agreement;
- (b) each party has duly listed this Agreement by subject on its web site or other electronically retrievable public source, as required by the provisions of RCW 39.34.040; and

(c) the Bonds have been issued and the Refunded Bonds are deemed to be no longer outstanding under the Refunded Bond Resolution.

[Signature page follows]

Approved by the City Council of the City of Wenatchee, Washington, at a public meeting on [], 2021.	Approved by the Board of Directors of the Greater Wenatchee Regional Events Center Public Facilities District at a public meeting on [], 2021.
CITY OF WENATCHEE, WASHINGTON	GREATER WENATCHEE REGIONAL EVENTS CENTER PUBLIC FACILITIES DISTRICT
By:	By:General Manager

number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Execution and Counterparts. This Agreement may be executed in any

Section 16.



#### CITY COUNCIL AGENDA REPORT

**TO:** Frank Kuntz, Mayor

City Council

**FROM:** Cliff Burdick, Building/Fire Code Official

**MEETING DATE:** August 12, 2021

# I. <u>SUBJECT</u>

Code Enforcement Board Appointment- Amber Hallberg

# II. ACTION REQUESTED

Staff recommends the City Council pass Resolution No. 2021-31, designating the appointment of Amber Hallberg to the Code Enforcement Board for a two-year term ending December 31, 2022.

# III. <u>OVERVIEW</u>

The City of Wenatchee Code Enforcement Board consists of 5 members appointed by a majority of the Wenatchee City Council. Board members serve a two-year term. Currently the Board has one vacant position. The Board interviewed Amber Hallberg at their last meeting and is unanimously recommending that City Council appoint Amber Hallberg to Code Enforcement Board.

# IV. FISCAL IMPACT

None, the Code Enforcement Board is made up of volunteer members.

# VI. REFERENCE(S)

- 1. Resolution 2021-31
- 2. Board Application, Amber Hallberg

# VII. ADMINISTRATIVE ROUTING

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

# **RESOLUTION NO. 2021-31**

A RESOLUTION,	appointing a member to	the	Wenatchee	Code	Enforcement	Board	for	a
	two (2) year term.							

WHEREAS, Amber Hallberg has expressed an interest to serve as a member of the Wenatchee Code Enforcement Board for a two-year term.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE makes the following appointment to the Wenatchee Code Enforcement Board for the term noted:

# NAME & ADDRESS

# **TERM EXPIRES**

Amber Hallberg 512 Second St., Apt. #4 Wenatchee, WA 98801 December 31, 2022

# PASSED BY THE CITY COUNCIL OF THE CITY OF

**WENATCHEE** at a regular meeting thereof this 12th day of August, 2021.

CITY OF WENATCHEE, a Municipal Corporation

	By
A TYPE CT.	FRANK J. KUNTZ, Mayor
ATTEST:	
By	
TAMMY L. STANGER	<del></del> '
City Clerk	

APPR	ROVED:	
By		
•	STEVE D. SMITH	
	City Attorney	

Amber Hallberg 512 Second Street Apt 4 Wenatchee, WA 98801 402-741-0940 hallberg.28@icloud.com

CITY OF WENATCHEE

June 19th, 2021

To whom it may concern:

As an educated young professional, I am writing to express my intention of applying for your appointed position on the Wenatchee Coding Enforcement Board. I recently graduated with a Bachelor's degree from the University of Nebraska at Kearney studying Organizational & Relational Communication with a minor in Political Science in May of 2020. I recently moved to Wenatchee, and I am excited to get immersed in the community. Starting in August, I will be pursuing an online Master's degree in Public Administration.

I believe I am qualified for this position because I have excellent interpersonal communication skills and have held many leadership positions. More importantly, I have a passion for helping to better my community. I would like to utilize the skills I obtained at my university. Even though, I have not been in Wenatchee long, I can tell it is a wonderful community. I would like to begin my journey of being a positive presence in the community by joining the efforts made by this board. I want to expose myself to more city and local government. It is important to make connections in order to cultivate change. I believe this would be an excellent way to get immersed in the community.

I look forward to hearing from you and can be contact via telephone or email. I hope to be considered as a candidate for this position.

Thank you for your time and consideration,

Amber Y Hallberg



# **COMMISSION/BOARD INFORMATION**

Board (s) I would like to be considered for: (If m	nore than one,	please rank them in order of p	reference)
<ul> <li>□ Arts, Recreation &amp; Parks Commission</li> <li>□ Cemetery Advisory Board</li> <li>□ Civil Service Board</li> <li>□ Code Enforcement Board</li> <li>□ Diversity Advisory Committee</li> </ul>	Histor Lodgir Planni	er Wenatchee Regional E ic Preservation Board ng Tax Advisory Committe ing Commission im Promotion Area Board	ee
APPLICANT INFORMATION		City of Wenatch	ee Resident 🗌 Yes 📗 No
Residency Requirement: Applicants except the Arts Commission, Diversity Advisory Committee,		어머니 아이들은 살이 있는 아이들이 다 아이들이 하는데 하고 있다. 그렇게 그 것이 없는데 그렇게 되었다.	
Last Name: Hallberg	_First Nam	ne: Amber	Initial: Y
Physical Address: 512 Second Street, Apt 4	<u>1</u>	city: Wenatchee	_ Zip: <u>98801</u>
Mailing Address: 512 Second Street, Apt 4		city: Wenatchee	Zip: <u>98801</u>
Day Phone: 1(402)-741-0940	E	vening Phone: 1(402)	741-0940
E-mail: hallberg.28@icloud.com	_ Y	ears lived in Wenatche	ee Valley: <u>&lt;1</u>
Occupation: Care Coordinator	_ Y	ears of Experience: 4	
Work Address: 819 N Miller Street, Suite 1	Вс	ity: Wenatchee	_ Zip: <u>98801</u>
Education and Formal Training: Bachelor's De	egree in	Organizational Con	nmunication and Pcii
Have you ever been convicted of a felony or rele (A conviction record will not necessarily bar you from serving. For passed since the conviction and/or completion of any sentence,	actors such as	the nature and gravity of the c	
Volunteer/Community Experience:			
Organization and Duties: CVCH Outreach C Organization and Duties: Grace To Go Bags Organization and Duties: Organization and Duties: Organization and Duties: Skills/Special Interests:	5		Length of Service: Length of Service: Length of Service:

	d: I nave a Bachelor's degree in Organizational
	. I am persuing a Master's Degree in Public
	ommunity Response Board for a Nonprofit.
	President of an on-campus organization that
worked closely with local government	t officials.
Why are you seeking this appointment? I am	n seeking appointment because I am persuing a
Master's Degree in Public Administrat	tion. Being on this board would provide excellent
exposure to local city government, wh	nich is the future career I intend on.
I also just moved to Wenatchee and v	would love to get more invovled in the
community.	
Would any conflict of interest be created as a	a result of your appointment? 🔲 Yes 🔳 No
If yes, please explain:	
-	
<u>REFERENCES</u>	
Name: JaCee Dugger	
Address: 509-680-3217	City: Wenatchee zip: 98801
Phone: (509)-680-3217	Email: jaceedugger@icloud.com
Occupation: SUDT Provider	Years known: 1
Name: Dr. Bethany Thrasher	
Address: 309 N Elliot Ave	City: Wenatchee zip: 98801
Phone: 951-818-0866	Email: nursethrasher@gmail.com
Occupation: Nursing Professor	Years known: 17
Occupation. Indianing i Tolessor	
Name: Courtney Sackwar	
Address: 309 N Elliot Ave	City: Wenatchee Zip: 98801
Phone: 951-522-4126	Email: cthrasher522@gmail.com
Occupation: Clinical Supervisor-RN	Years known: 22
AFFIDAVIT OF APPLICANT	
ı, Amber Y Hallberg	, do hereby certify that the information contained in t
foregoing application is true and correct to t	the best of my knowledge and belief. I also understand the
this completed application may be made ava	ailable for public inspection.
	Inter y White
	(Signature)
	Date: 06/19/2021



# City of Wenatchee Volunteer Board, Commission and Committee Responsibilities

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

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

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

06/19/2021 Date:



#### CITY COUNCIL AGENDA REPORT

**TO:** Frank Kuntz, Mayor

City Council

**FROM:** Elisa Webb, Facilities Manager

Aaron Kelly, Operations Manager

**Public Works Department** 

**MEETING DATE:** August 12, 2021

## I. SUBJECT

City of Wenatchee Project No. 1716 - Wenatchee City Hall Redevelopment construction contract between the City and TW Clark Construction, LLC, Change Order No. 1 in the amount of \$174,200.00

## II. <u>ACTION REQUESTED</u>

Staff recommends the City Council approve the contract change order with TW Clark Construction, LLC and authorize the Mayor's signature.

#### III. OVERVIEW

The City of Wenatchee is installing 22 windows around the perimeter of the building, under its' current contract with TW Clark. These windows are 18-feet high, spanning two floors and will have a dramatic effect to the exterior elevations of the building. From the interior, the windows will allow for light to filter to the core of the building, adding natural light to the open work spaces inside.

LocalTel is interested in the installing three (3) windows, to match the City's windows on the east elevation of the building.

The City would like to maintain the overall elevation consistency and appearance for this important exterior feature. Having TW Clark, the City's contractor, install the windows for LocalTel will ensure the end product matches the intent for the building as a whole.

## IV. FISCAL IMPACT

Change Order No. 1 in the amount of \$174,200.00 will be reimbursed to the City by LocalTel through the Cost Share Agreement signed July 7, 2021.

## V. PROPOSED PROJECT SCHEDULE

Renovation began in June 2021 and has a May 2022 completion date.

## VI. <u>REFERENCE(S)</u>

- 1. Capital Project Budget approved on May 13, 2021
- 2. Cost Share Agreement Re: LocalTel Federal Building Window Installation

## VII. <u>ADMINISTRATIVE ROUTING</u>

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



# $ightharpoonsep AIA^{\circ}$ Document G701 $^{\circ}$ – 2017

## Change Order

PROJECT: (Name and address) Wenatchee City Hall 301 Yakima Street Wenatchee, WA 98801

OWNER: (Name and address) City of Wenatchee PO Box 519 Wenatchee, WA 98801

CONTRACT INFORMATION:

Contract For: General Construction Date: May 14, 2021

ARCHITECT: (Name and address) ARC Architects

119 S Main Street, Ste 200 Seattle, WA 98104

CHANGE ORDER INFORMATION:

Change Order Number: 001 Date: 08/04/2021

CONTRACTOR: (Name and address) TW Clark Construction, LLC 1117 North Evergreen Road #1 Spokane Valley, WA 99216

#### THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits, Also include agreed upon adjustments attributable to executed Construction Change Directives.)

## AC 3 - Proposal Request 4 LocalTel Windows

The original Contract Sum was 8,634,000.00 0.00 The net change by previously authorized Change Orders 8,634,000.00 The Contract Sum prior to this Change Order was The Contract Sum will be increased by this Change Order in the amount of 174,200.00 8,808,200.00 The new Contract Sum including this Change Order will be

The Contract Time will be increased by The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

#### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARC Architects	TW Clark Construction, LLC	City of Wenatchee
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
SIENATURE O	SIGNATURE	SIGNATURE
Jeff Wandasiewicz, Principal	Scott Rountree, Project Manager	Frank J. Kuntz, Mayor
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
08/04/2021	8/4/2021	
DATE	DATE	DATE

FROM: T.W. CLARK CONTRUCTION, LLC

Our Job #2151

TO: Wenatchee City Hall

RE: Wenatchee City Hall Redevelopment

Wenatchee, WA 2019007.000

DATE: 8/3/2021

CODE: 17-003

## **DESCRIPTION:**

PR 4 - Add 3 Type A Window to the East Elevation between GL C - D & 1

\*Excludes any flooring, ceilings, fire sprinkler, mechanical, electrical work (Local Tel to have their electrician perform and work related to these window openings), any FRP wrap and plaster soffit patch / repair / paint.

ITEM	DESCRIPTION	QUAN.	UNIT	UNIT LABOR	UNIT MATERIAL	UNIT SUB	TOTAL LABOR	TOTAL MATERIAL	TOTAL SUB	TOTAL
1	Layout / Coordinate	16	hour	76.00	5.00	0.00	1,216.00	80.00	0.00	1,296.00
	Weather Protection	270	sqft	6.75	2.78	0.00	1,822.50	750.60	0.00	2,573.10
3	Abatement	1	Isum	0.00	0.00	8,625.00	0.00	0.00	8,625.00	8,625.00
4	Demolition	1	Isum	0.00	0.00	11,889.00	0.00	0.00	11,889.00	11,889.00
5	Remove/Refurbish/Reinstall Marb	1	Isum	0.00	0.00	71,720.00	0.00	0.00	71,720.00	71,720.00
6	Structural Steel - Supply	1	Isum	0.00	7,093.00	0.00	0.00	7,093.00	0.00	7,093.00
7	Steel Erection	1	Isum	0.00	0.00	6,229.00	0.00	0.00	6,229.00	6,229.00
8	Drill/Dowel Adhesive Anchors	12	each	9.00	8.00	0.00	108.00	96.00	0.00	204.00
9	Grout Column Bases	6	each	38.00	15.00	0.00	228.00	90.00	0.00	318.00
10	Rough Carpentry (PT 2x6 Blocking	280	bdft	3.00	2.10	0.00	840.00	588.00	0.00	1,428.00
11	Rough Carpentry (PT 2x8 Blocking	380	bdft	3.00	2.10	0.00	1,140.00	798.00	0.00	1,938.00
12	Plywood Wall Sheathing - 1/2"	128	sqft	1.20	1.90	0.00	153.60	243.20	0.00	396.80
13	Insulation	1	Isum	0.00	0.00	3,663.00	0.00	0.00	3,663.00	3,663.00
	Weather / Air Barrier	1	İsum	0.00	0.00	2,550.00	0.00	0.00	2,550.00	2,550.00
	Caulking	380	Inft	4.00	3.00	0.00	1,520.00	1,140.00	0.00	2,660.00
16	Patch Membrane Roofing	1	Isum	0.00	0.00	2,352.00	0.00	0.00	2,352.00	2,352.00
17	Roof Coping / Sheet Metal	1	Isum	0.00	0.00	589.00	0.00	0.00	589.00	589.00
18	Alum Clad Wood Windows & Flas	1	Isum	0.00	0.00	21,134.00	0.00	0.00	21,134.00	21,134.00
19	Framing & Drywall	1	Isum	0.00	0.00	5,218.00	0.00	0.00	5,218.00	5,218.00
20	Flooring	4	lsum	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Painting	1	Isum	0.00	0.00	2,362.00	0.00	0.00	2,362.00	2,362.00
22	Blinds	1	Isum	0.00	0.00	1,558.00	0.00	0.00	1,558.00	1,558.00
23	Fire-Sprinkler	4	Isum	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	Mechanical	4	Isum	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	Electrical			0.00	0.00	0.00	0.00	0.00	0.00	0.00
26				0.00	0.00	0.00	0.00	0.00	0.00	0.00
							0.00	0.00	0.00	0.00
	Subtotal						7028.10	10878.80	137889.00	155795.90
,	Supervision @ 15%						1054.22			1054.22
	Small Tools @ 3%						210.84			210.84
	Safety @ 2%						140.56			140.56
	Subtotal						8433.72	10878.80	137889.00	157201.52

#### AC 3 PR 4 Local Tel Windows

G.C. Overhead (12%) & Profit (6%) on Self Performed Work < \$50,000 @ 18%	\$ 3,476.25
G.C. Overhead (4%) & Profit (6%) on Self Perfromed Work > \$50,000 @ 10%	\$ -
G.C. Overhead (4%) & Profit (4%) on Sub-contractor Work < \$50,000 @ 8%	\$ 4,000.00
G.C. Overhead (2%) & Profit (4%) on Sub-contractor Work > \$50,000 @ 6%	\$ 5,273.34
Subtotal	\$169,951.11
Insurance & bond @ 2.5%	\$ 4,248.78
TOTAL	174,200.00

REQUESTED ADDITIONAL TIME FOR COMPLETION OF THIS W	WURK:
--	-------

? Calendar days

This change order proposal only includes the direct cost and time of performing the changed work. It excludes any unknown cost or time for impacts, inefficiencies or delays and the rights to such are expressly reserved. Any additional contract Time or Sum impacts as a result of this change will be made known to the Onwer no later than 60 days from issuance of the approved change order via a separate proposal for Owner approval, accounting for Time and Sum impacts specific to the Change in Work.

T.W. Clark does not provide professional design services, and nothing herein shall be construed as professional advice or design services. Owner is solely responsible for ensuring that the changes herein are reviewed and approved by a design professional and agrees that T.W. Clark shall have no liability whatsoever for claims arising out of or related to design and professional services.

Reviewed By:	Signature	Date	Owner's Directive
Architect			☐ Proceed with this change
			Revise and Resubmit
Owner			Do not proceed with this change



## **Proposal Request**

PROJECT: (name and address)

Wenatchee City Hall 301 Yakima Street Wenatchee, WA 98801

OWNER: (name and address)

City of Wenatchee PO Box 519

Wenatchee, WA 98801

CONTRACT INFORMATION:

Contract For: General Construction

Date: May 14, 2021

ARCHITECT: (name and address)

ARC Architects

119 S Main Street, Ste 200

Seattle, WA 98104

Architect's Project Number: 2019007

Proposal Request Number: 004 Proposal Request Date: 07/15/2021

**CONTRACTOR**: (name and address)

TW Clark Construction, LLC 1117 North Evergreen Road #1

Spokane Valley, WA 99216

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within (20) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Proposal Request 004 - LocalTel Windows

Add (3) type A windows to the east elevation between GL-C & GL-D. See attached updated Architectural floor plans for location of windows and punched openings. See attached updated Structural plans for structural requirements. Provide each new window with a manual shade per section 12 24 13, see attached updated architectural finish floor plans.

Add type W-1 wall to west face of existing wall along GL-1 from GL-C to GL-D. Provide window head, jamb, and sill per details 1/A8.1, 4/A8.1, and 5/A8.1.

Additional marble cladding to be removed, protected, stored, modified, and reinstalled per updated East Elevation on attached A3.1. Provide new metal coping per detail 1/A8.2. Additional soffit repair required as needed.

See attached following updated sheets:

A2.1 - FLOOR PLAN - FIRST FLOOR

A2.2 - FLOOR PLAN - 'M' FLOOR

A3.1 - EXTERIOR ELEVATIONS

A10.1 - FINISH FLOOR PLAN - FIRST FLOOR

A10.2 - FINISH FLOOR PLAN - FIRST FLOOR

S2.1 - FIRST FLOOR FRAMING PLAN

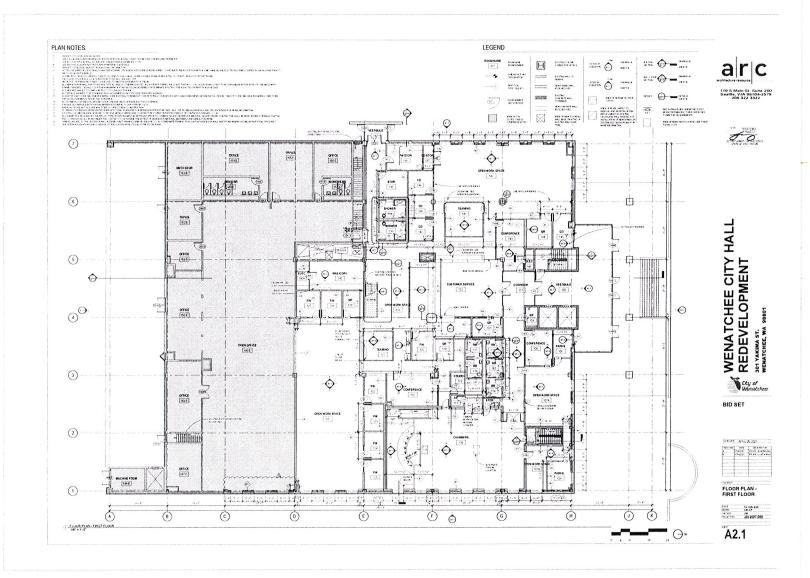
S2.3 - SECOND FLOOR AND LOW ROOF FRAMING PLAN

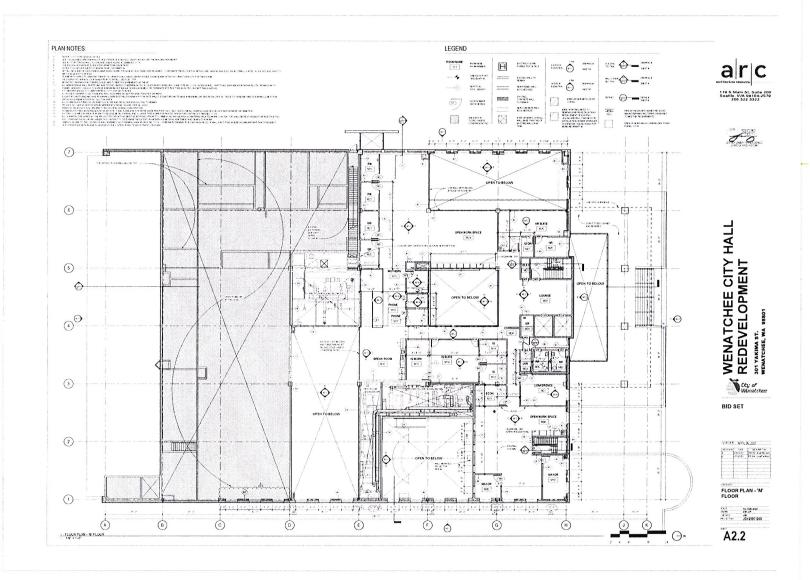
Do not commence with any work described in this proposal until a cost is approved by the City THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

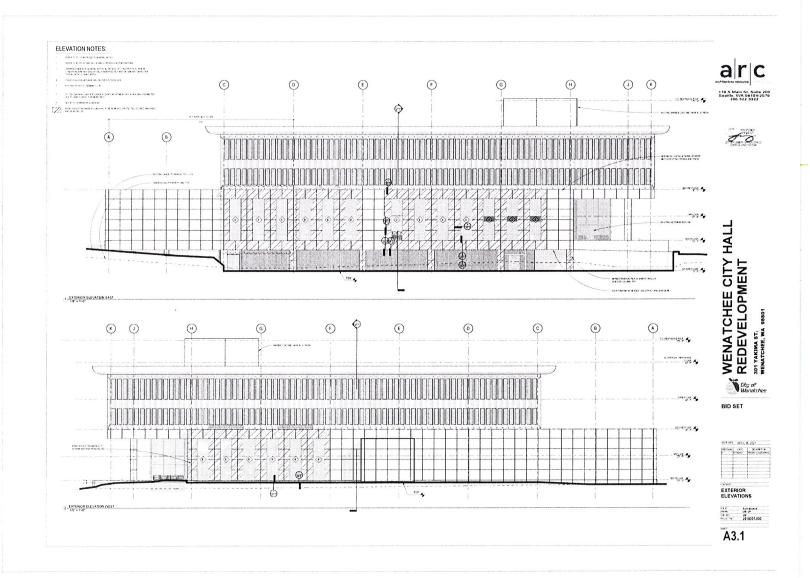
#### REQUESTED BY THE ARCHITECT:

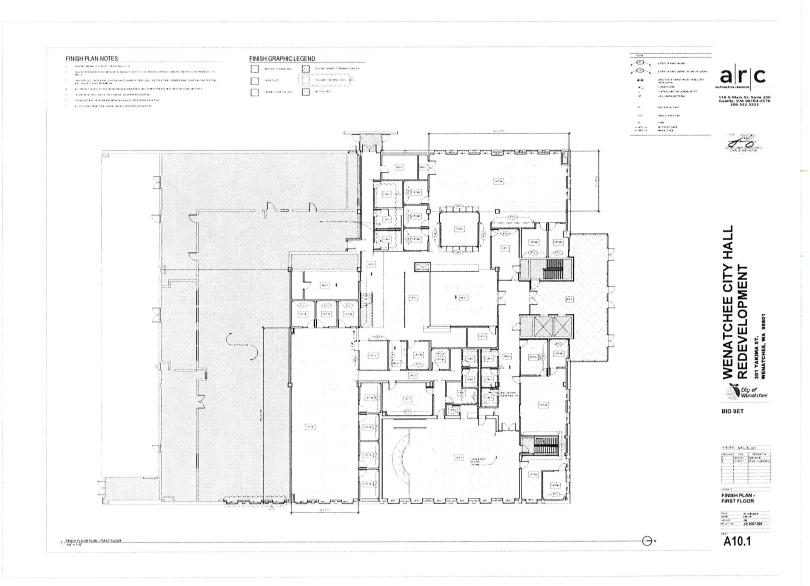
Jeff Wandasiewicz, Principal ARC Architects

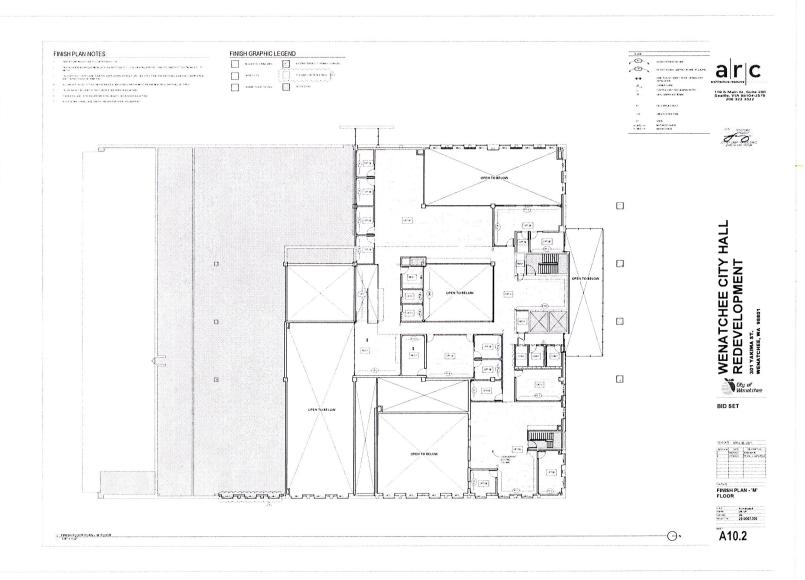
PRINTED NAME AND TITLE

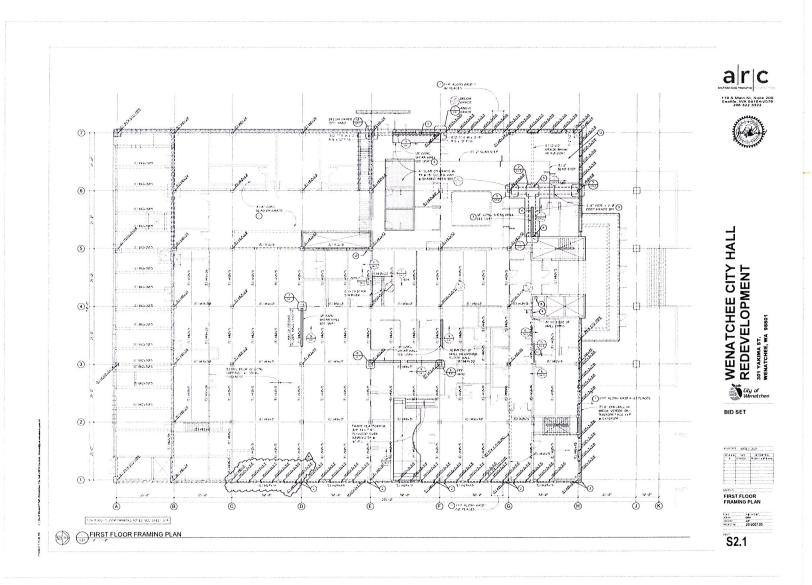


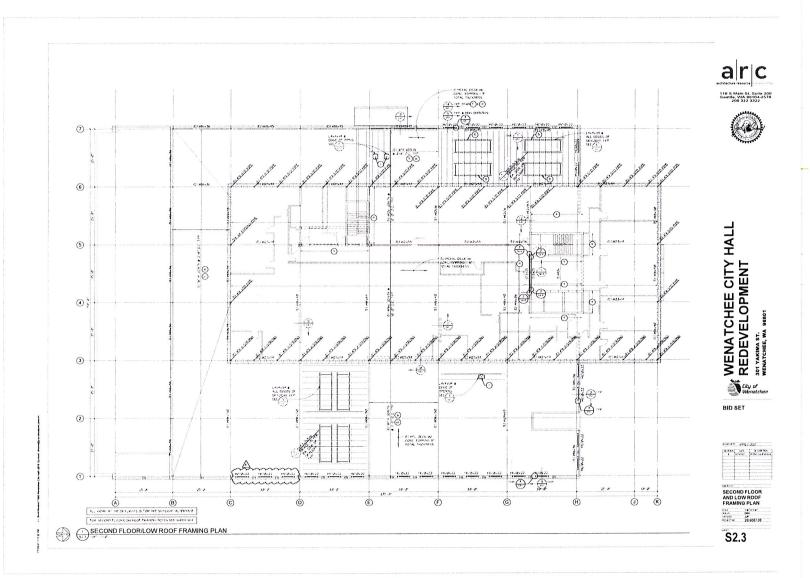














TW Clark
Attn: Scott Rountree
Scott@twclark.com

July 23, 2021

## REQUEST #004 – LOCALTEL WINDOWS WENATCHEE CITY HALL REDEVELOPMENT 301 YAKIMA ST., WENATCHEE, WA

Asbestos Central LLC is pleased to provide additional pricing for the change of conditions as outlined below:

## SCOPE OF WORK CHANGES/ADDITIONS:

Additional removal and disposal of PCB Caulking on the exterior east elevation marble wall panel joints between GL-C & GL-D to facilitate the installation of (3) type A windows.

## **ASSUMPTIONS & EXCLUSIONS:**

- 1. Assumes power and water will be available for use at the site.
- 2. Excludes labor in excess of 10 hours/day, 40 hours/week, and legal holidays (OT/DT).
- 3. Excludes insurance above our standard coverages or project bonding.
- 4. Excludes the removal of any other materials not referenced above.
- 5. Excludes cutting, removal, or reinstallation of the exterior marble panels.
- 6. Excludes Washington State Sales Tax.

## **SCOPE CHANGE COST:**

 Labor (\$75/hr):
 \$6,000.00

 Materials:
 \$459.32

 Equipment:
 \$850.00

 Subtotal:
 \$7,309.32

 OH&P (18%):
 \$1,315.68

 TOTAL:
 \$8,625.00

Sincerely,

Justin Wood, President Asbestos Central LLC

Client #



## NorthStar CG, LP

## ADDITIONAL WORK PRICE PROPOSAL

Job #0721139-Wenatchee City Hall

**DESCRIPTION OF ADDITIONAL WORK (AWA)** 

3 Window openings on the east elevation between GL C & D. 1 Day per

opening.

See Detail Costing Attached

AWA#

2

Tike	POSAL DES WCH - PF		Proposal # 002-01
DIRECT COSTS		Description	nitted Amount
DIRECT COSTS	FS	Labor-Field Supervision	\$0.00
	FL	Labor-Field Crew	4,320.00
	E	Equipment-Major (unoperated)	1,536.00
	EO	Equipment-Major (w/operator)	0.00
	T	Trucking	164.62
	DF	Dump fees	215.00
	NT	NuTech	3,840.00
	S	Subcontractors	0.00
	M	Permanent Materials	0.00
	MOB	Mobilization	0.00
	SLP	Support labor-Proj Manager	0.00
	SLF	Support Labor-Field Office	0.00
	SLS	Support-Job Safety	0.00
	0	Field Office & Gen. Conditions	0.00
	TLS	Travel, Lodging & Subsistence	0.00
	MET	Minor Equipment & Tools	0.00
	С	Consumables	0.00
	SAL	Salvage Proceeds	0.00
		Total costs before markups	\$10,075.62
MARKUPS		Markey Data - Markey Dasa	
OH&P		Markup Rate Markup Base 18.0% 10,075.62	1,813.61
		10.0 % 10,07 3.02	
Гotal markups			1,813.61

Page 1 of 2

**Tab:** Proposal Summary File: 1-Change Mgmt-MASTER FILE A

NorthStar CG, LP Job #0721139-Wenatchee City Hall

**Detail Cost & Pricing Schedule** 

NAY

AWA#-Prop#- 002-01 Rev#

Fotal Amoun	t						Cost Type					
Tran Date	Item #	Rate Code	Item Description	Quantity	Unit	Unit Rate	Labor-Field Crew	NuTech	Equipment- Major (unoperated)	Dump fees	Trucking	Grand Total
RFI		NTS	NuTech-Sawcutting ring saw	24.00	Hr	160.00	***************************************	3,840.00	)	A		3,840.00
		SDL	Skilled Demolition Laborer	48.00	Hr	90.00	4,320.00					4,320.00
		HT	Hand Tools, Safety, & Consumables (per Labor Hr)	48.00	Hr	12.00			576.00			576.00
		FL5000	5000# Forklift	24.00	Hr	40.00			960.00			960.00
		DF	Dump fees	1.00	Ton	215.00				215.00		215.00
		t	Trucking	1.00	Hr	164.62					164.62	164.62
RFI Total							4,320.00	3,840.00	1,536.00	215.00	164.62	10,075.62
Grand Total							4.320.00	3.840.00	1.536.00	215.00	164.62	10.075.62

Page 2 of 2

7/30/2021 11:10 AM Confidential NorthStar CG, LP

Tab: Proposal Detail File: 1-Change Mgmt-MASTER FILE A



# WESTERN T

CORPORATE OFFICE PHONE: 425-629 -7200 425-629 - 7300 7140 180TH AVE NE REDMOND, WA 98052

PROPOSAL: DATE: 7/22/2021

To: TW CLARK ATTN: SCOTT

PHONE: FAX:

PROJECT:

WENATCHEE CITY HALL / LOCAL TEL

PR 004

Subject to 60 day's acceptance. We propose to furnish the following:

Salvage / Store & modify on site / Reinstall EXTERIOR STONE PANELS per PR 004:

\$71,720.00

#### Notes:

- Price includes scaffolding.
   Price excludes caulking.
- 3. All waterproofing, flashing & thermal insulation behind stone to be done by others.
- 4. No provision for sealer / water repellent.
- 5. All labor to be Union, price is based on 2021/22 rates, regular work hours, no provision for OT.

WESTERN TILE AND MARBLE, INC.

Lucjan Chowaniec - Project Manager

Ph# 425 629 7227

# Demo & reinstall marble panels (PR 004 - LOCAL TEL) $30w\ X\ 54h\ x\ 3cm\ marble$

810

Unit Price

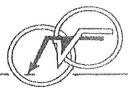
## 7/22/2021

\$88.54

				_	prod	2MC	4 MC	Pieces
810 sf	exterior				9		4	36
	clean kerfs				18	2		36
	cut for new windows				12	2	_	24
	install exterior veneer				8		5	36
						4	9	
6 ea	pallets / A-frames	\$100.00		\$600.00				
0 00	paneto / / t matrice	***************************************		\$600.00				
	MOB/DEMOB	\$1,280.00	cd	\$1,280.00				
	Labor(2 Man Crews)	\$1,280.00		\$5,120.00 \$31,760.00				
\$26,880	Labor(4 Man Crews) Indirect	\$2,560.00 30%		\$21,760.00 \$8,064.00				
34,944	Supervision	10%		\$3,494.40				
	Per Diem	\$150.00	md	\$7,500.00				
55 1115	. or brown	4.00.00		**				
2 ea	Deliveries	\$500.00	ea	\$1,000.00				
1 LS	marble storage			\$500.00				
				\$48,718.40				
	Shop Drawings/Engineering			\$500.00				
165 If	clean extrusion	\$5.00		\$825.00				
	bolts/screws/shims	\$8.00		\$880.00				
240 lf	caulking for kerf	\$4.00		\$960.00				
1 ea	scaffolding (demo)			\$1,500.00				
1 ea	scaffolding (install)			\$1,500.00				
\$39,718	Tools & equipment	5%		\$1,985.92				
810	cleaning	\$2.00		\$1,620.00				
				\$9,770.92				
	Tax (scaffolding + eq + tools)			\$498.59				
	Extra/Waste			\$0.00 \$10,269.51				
				\$10,200.01				
	Subtotal			\$59,587.91				
	Contingency		2%	\$1,191.76				
				\$60,779.67				
	OHP	18%		\$10,940.34				
	TOTAL			\$71,720.01				
		BID						
		טוט						

## STAR STEEL

6303 EAST SPRAGUE SPOKANE, WASHINGTON 99212 PHONE: (609) 636-2362 FAX: (609) 636-0556



steel fabricators

DATE: 7/30/2/ TO: 12/2/2/64 ATTN: FROM: 566/2/11
MENATCHE CITY HAVE
PRO04
LOST TO SUPPLY STEEL - 5X3TUBE
JAMES, 10 CHANNEL HEAD MYS 1/2 PLAT
SILL - FOR THREE MONDONS
ON CRIO 1 - 47,095,00 MELIVERSI



Apex Steel, Inc. 935 Kirkland Ave Kirkland WA 98033 425-861-9520 fx 425-869-2797 To: TW Clark

1117 N. Evergreen Road #1 Spokane Valley WA 99216

Attn: Scott Rountree
Office Fax: 509-927-2600

Site Fax:

## **SubContractor Change Order Proposal Summary**

Project: 1433

Wenatchee City Hall 301 Yakima St. Wenatchee WA 98801 References: 01

PR 004

Date Submitted: 07/21/2021

Description of Change: Add columns/channels/angles for new windows

Apex Steel reserves the right to modify this proposal if site conditions have not been accurately represented.

Cost Items	Basic Hourly Cost Total	Small Tools & Consumables %	ОН %	Amount
50 Hrs JIW @ 87.96/ Hr	3,518.40		18	4,151.71
Boom Lift 40' @ \$27 per hour			18	
Boom Lift 60' @ \$35 per hour			18	
Chopsaw @ \$10 per hour			18	
Compressor 185 CFM @ \$18 per hour			18	
Per Diem @ \$90.00 a day	180.00			180.00
Fork Lift 8K Var Reach @ \$34 per hour			18	
Fork Lift 5K Var Reach @ \$26 per hour	520.00		18	613.60
Torch Cart @ \$7.20 / Hr.			18	
Scissor Lift 19' @ \$7.50 per hour	375.00		18	442.50
Scissor Lift 32' 4X4 @ \$16/Hr			18	
Welder - Inverter and Wire Feeder @ \$21 per hour	126.00		18	148.68
Rotohammer @ \$12.75 per hour	586.50		18	692.07
Adj.	0.44			0.44

**Total Amount Requested:** 

6,229.00

From:



## **Golden Contractor Services LLC**

396 GrainTerminal Rd Burbank, wa 99323

P: 509-531-6985 F:509-769-5070 E: info@goldcontractorserv.com

W: https://goldencontractorservices.com/

## Estimate

rint Date: 07/.	23/2021	Page 1 of 1
Estimate #: Date: Terms: PO #: Plan ID:	05/28/2021	
Phone #:	Craig w Sebring 509-316-6967 craig@goldcontrac	etorserv.com

Customer Name:	

TW CLARK 1117 N EVERGREEN RD #1

Spokane, WA 99216 P: (509) 927-0800

SIGNATURE

Job Name:

WENATCHEE CITY HALL - EXT

PR 004

LocalTel Windows

P: (509) 927-0800

A:

F:

1. (309) 927-0800	r. (309) 927-0800 A.	г.
	<u>Description</u>	<u>Oty</u>
COMMERCIAL INSULATION PACKAG	E:	
EXT. WALLS R-13X16		480
2" POLYISO RIGID FOAM		480
PREVAILING WAGE		5
COMMERCIAL INSULATION PACK	AGE TOTAL: \$3,693.00 (Package Is Included In Total)	
OPTIONS PACKAGE:		
WEATHER BARRIER - BARRITECH VE		480
OPTIONS PACKAGE TOTAL: \$2,520	0.00 (Package Is Included In Total)	

Acceptance of this quote, indicated by contractor's signature or verbal authorization to begin work	requires contractor to pay all legal costs, Attorney fee:
and all other expenses involved in the event legal action is necessary for the collection of the Quo	te.

Payment due upon receipt,2% service charge per Month after 30 Days of Invoice due date .

PRINT NAME

AUTHORIZED SALES SIGNATURE	DATE	Subtotal:	\$6,213.00
		Total without sales tax	\$6,213.00

DATE



August 2, 2021

Scott Roundtree T.W. Clark Construction 1117 N. Evergreen Road #1 Spokane Valley, WA 99216

RE: Wenatchee City Hall - PR 004 - 30lf added perimeter edge detail (TPO Roofing)

Materials: \$478.00 Labor: \$1,516.00

18% total allowable markup: \$358.00

Total for PR 004: \$2,352.00

## ALL VALLEY SHEET METAL, INC

POBOX 159
SELAH, WA 98942
(509)249-6255
FAX (509)654-7318
ALLVASM991N7
GREG@ALVALSM.NET

TR		 0		* ***		•	OT	**	77/	•
1 K	A	<b>^</b>	vı		A			ΗН.	Η.	

TO: Scott Roundtree	FROM: Greg Hayter	
COMPANY: TW Clark	DATE: 7/16/2021	
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:	
RE:	YOUR REFERENCE NUMBER:	

Wenatchee City Hall PR004

Furnish and install 24 gauge prefinished parapet flashing at GL-1 from C to D.

Labor:	Hours	Rate	Total	
Fab Labor	1	\$ 76.43	\$	76.00
Install Labor	2	\$ 77.22	\$	54.00
Project Management	1	\$ 85.00	\$	85.00
Materials:	Quantity			
(1) 24 ga prefinished flat sheet	1	87.02	\$	87.00
Fasteners & Sealant	Lot		\$	10.00
Travel/Vehicle:	Hour/Miles			
Travel Hour	0.75	\$ 77.24	\$	58.00
Vehicle Miles	230	\$ 0.56	\$	129.00
Sub Total			\$	499.00
15% OH & P			\$	75.00
Total			\$	574.00

90

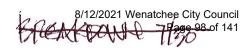
If you have any questions, please call.

Respectfully, All Valley Sheet Metal.

Greg Hayter

529







Pella Inland Northwest Matt Clum Commercial Sales Consultant Phone: 509-869-9140

Phone: 509-869-9140 clumm@pellaspokane.com

QUOTE # 14035580

To: Scott Rountree – TW Clark

Date: 7/22/21

**Project:** Wenatchee City Hall **Location:** Wenatchee,WA

## **Change Order #1**

## Provide:

- -(3) Type A windows with all related flashings, sealants and installation
- -Interior and Exterior Mullion covers
- -Extension of lift rental
- -Delivery to Wenatchee job site

TOTAL PRICE: \$21,134.00 (EXCLUDES TAXES)

Wenatchee City Hall Change Order #1: Pella Windows

ADD 3 Type A windows with break metal and install

Installation and equipment from Allwest - \$4,480.00

(3) – Type A windows - \$12,815.00 Flashing and Break metal bending: \$3000

Interior Mull covers - \$339.00 Exterior Mull cover - \$300 Delivery \$195.98

\$21,134.00



DSI Construction/Constructiv 4301 N Freya Spokane , Washington 99217 P: 5094827455 F: 1-509-482-7455

Project: 10-21-140 - Wenatchee City Hall 301 Yakima St

Wenatchee , Washington 98801

## CHANGE EVENT #002 - PR 004

Origin:

Date Created:

7/19/2021

Status: Type:

Open

Description:

Transfer

Metal frame and drywall as per PR 004 Excludes masking and special clean up.

See back up sheet

Attachments:

Created By:

Kelly Hanson

Scope:

Out of Scope

**Change Reason:** 

Design Development

**CHANGE EVENT LINE ITEMS** 

			Revenue			Cost				
Budget Code	Vendor / Contract	ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost	Over/ Under	Budget Mod.
05-4000.M		\$5,218.00		\$5,218.00	\$5,218.00			\$5,218.00	\$0.00	
Grand Totals		\$5,218.00	\$0.00	\$5,218.00	\$5,218.00	\$0.00	\$0.00	\$5,218.00	\$0.00	\$0.00

		Date:	sheet for Wenatchee City Hall 7/19/2021						
	Project N					hee City Hall			
	DSI Project Nur				10-	-21-140			
Subcontract or									
D	SI Project Man					/ Hanson			
	RFI Request	ritie:			Р	R 004			
			Scope Des	cription					
		frami	ng and drywa	III as per PR	004				
			Equipn						
Туре		Descriptic		Quantity	UOM	Unit Cost	Total Cost		
Equipment		Scissor Lif	t	6	day	\$25.00	\$150.00		
					Equipr	nent Total:	\$150.00		
			Mater	ials					
Туре		Descrip		Quantity	UOM	Unit Cost	Total Cost		
Framing		600		Quantity	LF	\$1.80	\$1,080.00		
Plywood		000			Sheets	71.00	\$0.00		
Drywall		660	)		SF	\$0.40	\$264.00		
Taping					EA	70.10	\$30.00		
Fire Caulk					EA		\$0.00		
Sound Batts					SF		\$0.00		
Per diem				5	EA	\$120.00	\$600.00		
, c. diciii					L/\	7120.00	\$0.00		
				1	Mate	rials Total:	\$1,974.00		
				L			<del>τ - / - · · · · · · · · · · · · · · · · ·</del>		
			Labo						
		egular Tir			Overtime				
Wage Type	Rate	Hours	Cost	Rate	Hours	Cost	Total Cost		
Carpenter	\$59.74	16	\$955.84	\$89.61		\$0.00	\$955.84		
Drywall Hanger	\$59.74	8	\$477.92	\$89.61		\$0.00	\$477.92		
Demo	\$59.74		\$0.00	\$89.61		\$0.00	\$0.00		
Drywall Taper	\$54.29	14	\$760.06	\$81.44		\$0.00	\$760.06		
Fire Caulk	\$59.74		\$0.00	\$89.61		\$0.00	\$0.00		
Texture	\$54.29		\$0.00	\$81.44		\$0.00	\$0.00		
Laborer	\$52.25	2	\$104.50	\$78.38		\$0.00	\$104.50		
				L	Li	abor Total:	\$2,298.32		
						T I	\$0.00		
							\$0.00		
			***				\$0.00		
		****					\$0.00		
				Г		<del></del>	\$0.00		
				L			70.00		
						Equipment	\$150.00		
				-		Materials	\$1,974.00		
				L		Labor	\$2,298.32		
				_		Bond	\$0.00		

## **H B Painters Inc.**

**Commerical ,Industrial,Floor coating Halar Coatings** 

Floor grinding and bead blasting

6562 W. Brinkley Rd.2

Kennewick WA. 99338

509 783 4134 fax 509 735 9236

HBPAI\*\*379N9

**Since 1953** 

## **Bid Proposal**

Date: 7/22/2021

Job/project: Wentachee city hall pr 04 added windows and wall

To: T W Clark

Attn: Scott

Fax/Email:

From: Stacy email:stacyhbp@aol.com Cell 509 539 2220

Addendums Seen:

Total number of pages (including cover page) 1

H B Painters agrees to perform the following per arch drawings

Per pr 04 provide primer and finish for new gyb walls, provide finish coats for new metal clad windows interior side

Labor 24 hr

\$1,656.00

**Materials** 

\$346.00

O/P

\$360.00

Total

\$2,362.00

Bid includes all labor, materials and equipment to complete work above

Exclusions same as original contract, stucco repairs if required



# DIVERSIONS LLC

CONTRACT WINDOW COVERINGS

1988 E. Gunther Avenue Coeur d'Alene, Idaho 83815

www.diversions-cda.com

Larry Siglin

208.765.8084 Telephone 866.765.8412 Fax 619.218.2787 Mobile larry@diversions-cda.com

# PR-004 - LOCALTEL WINDOWS WENATCHEE CITY HALL

August 3, 2021

## Request for pricing -

Add 3 each MechoShade manual sunscreen roller shades with Soho 1% openness sunscreen fabric. No fascia is available at this length of shade for a manual shade. As with the other shades in the building that are this height, these shades should be motorized.

Increase of \$1,558.00.



## **Capital Project Budget**

Date:	May 13, 2021		Project Num	1716	
Project Name:	City Hall Redevelopme	nt	Dept/Category:	Fac	cilities - Fund 308
Project Description:	Through a public privat	te partnership, the City pu y Hall. Design was initiate	•		ŭ
Project Lead: Assigned Department Original Project Bud Budget Amendment	get:	Elisa Webb Facilities \$14,500,000	Start Year: End Year: Total City Fu Other Fundi	•	2017 2023 \$15,694,000

#### **Project Notes:**

Original project was estimated at \$7,775,000. In 2020, lowest responsive bidder was at \$10,450,000. May 5, 2021, the City received five (5) bid proposals for the Wenatchee City Hall Redevelopment project. The low bidder is TW Clark Construction, LLC with a base bid amount of \$8,365,000, plus 8.5% WSST. The bid also included two (2) alternates, 1) The addition of skylights, adding \$210,000, plus 8.5% WSST and 2) the additional of pavement replacement, adding \$59,000, plus 8.5% WSST.

	Original	A a al a .al	Prior	ı	ESTIMATES		
Project Expenditures by Category	Original Budget	Amended Budget	Years Spent	2021	2022	2023+	Project Total
Purchase of Property	3,600,000	3,600,000	3,600,000				3,600,000
Property Purchase Admin/Condo Reserves	50,000	33,000	33,000				33,000
Temporary City Hall Move	100,000	-	-				
Schematic Design	150,000	133,000	133,000				133,000
Change Management	17,000	17,000	17,000				17,000
Owner's Representative - Design	30,000	120,000	30,000	60,000	30,000		120,000
Design Development - includes Road Design	874,000	990,000	840,000	150,000			990,000
Remodel - Construction	6,500,000	8,634,000		4,500,000	3,865,000		8,365,000
Contract Administration	200,000	450,000		450,000	50,000		500,000
Site Improvements	575,000	-				-	
Fixtures, Furniture & Equipment	650,000	800,000		200,000	600,000		800,000
Administration	50,000	50,000		40,000	10,000	-	50,000
Contingency	1,500,000	1,000,000		500,000	500,000	-	1,000,000
Art Fund	100,000	86,000			86,000		86,000
Total Project Expenditures	14,396,000	15,913,000	4,653,000	5,900,000	5,141,000		15,694,000

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			
					2021	2022	2023+	Project Total
Fund:	308 - Bond Proceeds	12,000,000		2,066,000	9,934,000			12,000,000
Fund:	001 - General Fund	1,500,000		1,500,000	1,194,000			2,694,000
Fund:	401 - Water Utility	387,350		380,100	7,250			387,350
Fund:	405 - Sewer Utility	333,590		327,350	6,240			333,590
Fund:	410 - Storm Drain Utility	279,060		273,840	5,220			279,060
Fund: 415 - Regional								
Fund:								
GRANTS:								
Total Project Revenues		14,500,000		4,547,290	11,146,710			15,694,000

Approved by City Council:	

## COST SHARE AGREEMENT RE: LOCALTEL FEDERAL BUILDING WINDOW INSTALLATION

## Reference numbers of related documents:

#### Grantors:

- 1. CITY OF WENATCHEE
- 2. LOCALTEL FEDERAL BUILDING, LLC

#### Grantees:

- 1. CITY OF WENATCHEE
- 2. LOCALTEL FEDERAL BUILDING, LLC

#### Legal Description:

Great Northern amended Block 31, Lot 1 – 36, LocalTel Condo Joint Common Area 2.58
 Acres

Assessor's Property Tax Parcel Account Number(s): 222010590436

THIS AGREEMENT is made and entered into by and between the City of Wenatchee, a municipal corporation of the State of Washington ("City"), and LocalTel Federal Building, LLC, a Washington limited liability company ("LocalTel"). The City and LocalTel may also be referred to herein individually as a "Party" or collectively as "Parties."

#### RECITALS:

WHEREAS, the City owns real property at 301 Yakima Street, Wenatchee, Washington ("the City Property") described as follows:

LocalTel Federal Building Condominium Units 1A, 2 and 3

WHEREAS, the City is planning an improvement project to the City Property ("the Project"); and

WHEREAS, LocalTel owns real property at 301 Yakima Street, Wenatchee, Washington ("the LocalTel Property") described as:

LocalTel Federal Building Condominium Units B and 1B

WHEREAS, the City and LocalTel entered into a Construction Improvements Agreement dated June 5, 2018 that contemplates LocalTel and the City will reach an agreement on construction issues for common systems or issues that affect the spaces of both parties; and

WHEREAS, it is in LocalTel's best interest, and the public's best interest, to include LocalTel's installation of exterior windows between project gridlines C & D of the LocalTel Property in the City's public works contract for the Project; and

WHEREAS, LocalTel agrees to be obligated for the cost of installing exterior windows between gridlines C & D as part of the Project, including any added cost of design.

## AGREEMENT:

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

## 1. Project/Work.

- 1.1 The City, on behalf of LocalTel, agrees to perform the work described as follows: Install exterior windows between gridlines C & D of the Property, including the design ("the Work") as part of the Project.
- 1.2 The City's and LocalTel's obligations under this Agreement are contingent on LocalTel approving the plans and specifications for the additional windows. A copy of the plans and specifications for the Project, including the Work, shall be provided to LocalTel in advance of the public bidding for the Project.
- 1.3 The City shall incorporate the Work into its plans and specifications for the Project.
- 1.4 The City's and LocalTel's obligations under this Agreement are contingent on LocalTel's advance approval of the cost of the Work once the Change Order preparation process

has been completed. LocalTel shall be provided a copy of the Proposal Request (PR) form for the Work prior to City entering into the contract change order for construction of the additional windows. LocalTel shall have five (5) calendar days from the date of the PR for the Work to either accept or reject the bid price for the Work. If LocalTel fails to provide the City with written disapproval (email or other electronic means is sufficient) within the time allowed, the cost of the Work shall be presumed to be approved by LocalTel and the Work shall be included in the Project.

## 2. <u>Construction</u>.

- 2.1 The City shall be LocalTel's representative during construction and will act as owner in the administration of the contract for the Project, including the Work. LocalTel shall not provide direction, directly or indirectly, to the City's contractor.
- 2.3 The City shall provide LocalTel a copy of the as-built plans showing the Work within a reasonable time after receipt of the as-built plans for the Project.
- 2.4 LocalTel authorizes the City to initiate all required changes affecting the Work as are necessary to complete the Project. Required changes involve such changes in quantities or alterations to the Work as are necessary to satisfactorily complete the Work and the Project. All other changes affecting the Work are considered elective changes. LocalTel agrees to pay for the increases in cost, if any, for the required changes affecting the Work. LocalTel agrees to pay for any elective changes it requests the City to make to the Work.
- 2.5 The City will advise LocalTel of any proposed required changes affecting the Work as soon as possible and provide it with an opportunity, if time permits, to review the change before implementation. The City shall determine the length of review time based upon the need to expedite the change to avoid delay to the contractor and the Project.

2.6 LocalTel may request changes to the Work in writing. The City will implement the requested changes as elective changes, provided that the change does not negatively impact the Project and complies with the specifications and generally accepted design principles.

## 3. Acceptance.

- 3.1 Prior to acceptance of the Work, the City and LocalTel shall perform a joint final inspection. LocalTel agrees to deliver, upon satisfactory completion of the Work, written confirmation of its acceptance of the Work.
- 3.2 If written acceptance of the Work is not received by the City within ten (10) days following notice of completion to LocalTel, the Work and the City administration thereof shall be considered accepted by LocalTel, and the City shall be released from all future claims and demands of any nature resulting from the design or performance of the Work and the City's administration thereof.

## 4. Payment.

- 4.1 LocalTel, in consideration of the faithful performance of the Work performed by the City and its contractor, agrees to reimburse the City for the actual direct and related indirect costs of the Work, as reflected in the accepted PR for the Work, together with the costs for any required changes and LocalTel's elective changes to the Work.
- 4.2 LocalTel agrees to make payment within thirty (30) days from receipt of an invoice from the City.
- 4.3 The City may require advance payment of the estimated cost for the Work.

  Any advance payment shall be reconciled with the actual cost of the completed Work.

## 5. Permit.

5.1 LocalTel grants the City, its contractor, agents, employees and officers, permission to perform and inspect the Work on the LocalTel Property.

# 6. Ownership, Operation and Maintenance.

6.1 Upon acceptance of the Work, LocalTel shall be the sole owner of the Work, and shall be solely responsible for all future operation and maintenance costs of the Work at its sole cost, without expense, cost or liability to the City.

#### 7. General.

- 7.1 <u>Amendment</u>. This Agreement may be amended or modified only by mutual agreement of the parties. Amendments or modifications shall not be binding unless they are in writing and signed by the persons authorized to bind each of the parties.
- 7.2 <u>Termination</u>. Neither the City or LocalTel may terminate this Agreement without the written concurrence of the other party, except as provided in Section 1.4.
- 7.2.1 If this Agreement is terminated prior to completion of the Work by agreement of the parties, LocalTel agrees to reimburse the City for the actual direct and related indirect costs it has incurred for the Work up to the agreed upon date of termination, plus the costs of any non-cancellable obligations.
- 7.3 <u>Disputes.</u> In the event that a dispute arises under this Agreement, the parties agree to meet in person to discuss a resolution. In the event a meeting fails to reach a resolution, the parties agree to mediate the dispute with an independent mediator with the cost of the mediator shared equally. In the event mediation fails, the dispute shall be subject to litigation. Each party shall be responsible for its own attorney's fees and costs incurred therein.
- 7.4 <u>Venue</u>. Any litigation arising from this Agreement shall be brought in Chelan County Superior Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last party signature date below.

CITY OF WENATCHEE

By ful funt FRANK KUNTZ, Mayor Date 7/6/2021 2021

LOCALTEL FEDERAL BUILDING, LLC

Title: 7/2/1/2021

STATE OF WASHINGTON ) ss.

County of Chelan

I certify that I know or have satisfactory evidence that Frank J. Kuntz is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Mayor of the City of Wenatchee, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this day of \_\_\_\_\_\_, 2021.

NOTARY SO PUBLIC NO 210101 NO 210101 NO WASHINGINI

(printed or typed name)

NOTARY PUBLIC, State of Washington My Commission Expires (13) (13) 25

STATE OF WASHINGTON)	
County of Chelan ) ss.	
I certify that I know or have satisfactory e is the person who appeared before me and sai instrument, on oath stated that he/she is authorize as the President of LocalTel Feduct of such party for the uses and purposes menti	ed to execute the instrument and acknowledged it deral Building, LLC, to be the free and voluntary
DATED this 6th day of July	, 2021.
STANGED IN STANGED IN	(signature) (anny L. Stanger
NOTARY PUBLIC S	(printed or typed name) NOTARY PUBLIC, State of Washington My Commission Expires
OF WASHING	



#### CITY COUNCIL AGENDA REPORT

**TO:** Frank Kuntz, Mayor

City Council

FROM: Brooklyn Holton, Neighborhood & Community Services Coordinator

Community Development

MEETING DATE: August 12, 2021

#### I. SUBJECT

2021 Community Development Block Grant (CDBG) Annual Action Plan (AAP)

# II. ACTION REQUESTED

- a. Conduct a public hearing
- **b.** Adopt the 2021 CDBG AAP and authorize the Mayor to sign associated assurances, certifications and contracts necessary for implementing the 2021 CDBG AAP.

#### III. OVERVIEW

Wenatchee is an entitlement community and receives an annual CDBG allocation. Every 5 years, a Consolidated Plan is adopted to guide the high-level goals of the City's program. On April 22, 2021, the Wenatchee City Council adopted the 2020-2024 Consolidated Plan.

The 2021 AAP provides low-level detail for projects and activities used to implement and make progress towards the Con Plan goals. The plan contains details, funding and data associated with the needs of the community addressed through implementation.

Projects identified for the 2021 program year (October 1 – September 3-) and recommended funding levels are as follows:

- \$49,210 for Program Administration and Planning
- \$36,700 for Wenatchee Code Enforcement
- \$30,000 for the CDCAC Literacy Council program
- \$1,900 to support the Wenatchee Code Enforcement program
- \$150,000 for the Lincoln Park renovation project
- \$323,651.03 of CDBG-CV funding for the Wenatchee Sleep Center

In addition to the above recommended funding allocations, there are remaining funds from the 2019 and 2020 CDBG program years able to be reallocated and an additional \$5,000 in 2021 entitlement public service eligible funding that need to be allocated. Based on Con Plan priorities and current projects, the following options are recommendations for use of funds:

# • **Option #1:**

- \$113,000 allocated to support a complete street, non-motorized infrastructure project complementary to the Wenatchee Sleep Center that provides sidewalk and other pedestrian amenities onsite.
- \$5,000 to support the Community for the Advancement of Family Education (CAFÉ) to provide tutoring for low- to moderate-income families with English as a second language including youth education and adult basic skills for education and/or employment.

#### Option #2:

- o \$113,000 allocated to support complete streets, non-motorized infrastructure projects *identified by the Public Works department*
- \$5,000 to support the Community for the Advancement of Family Education (CAFÉ) to provide tutoring for low- to moderate-income families with English as a second language including youth education and adult basic skills for education and/or employment.

### Option #3

 \$118,000 allocated to support a complete street, non-motorized infrastructure project complementary to the Wenatchee Sleep Center that provides sidewalk and other pedestrian amenities onsite.

#### Option #4

 \$118,000 allocated to support complete streets, non-motorized infrastructure projects identified by the Public Works department

#### **IV. FISCAL IMPACT**

Adoption of the plan enables the City to continue receiving CDBG funds from the U.S. Department of Housing and Urban Development. The proposed plan includes budget amounts specifically targeted to cover direct and indirect costs for the City to administer the CBDG program.

#### V. REFERENCE(S)

- a. City of Wenatchee 2021 Annual Action Plan
- b. Public Comment received by CAFÉ during the 30-day comment period

#### VI. ADMINISTRATIVE ROUTING

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



# City of Wenatchee Community Development Block Grant (CDBG) 2021 Annual Action Plan

Implementing the 2020-2024
Housing & Community Development
Consolidated Plan

Community & Economic Development Department
1350 McKittrick Street
Wenatchee, WA 98801
Phone (509) 888-3258
Email: bholton@wenatcheewa.gov

**DRAFT** 

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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). The City's program year is October 1st through September 30th of the following calendar year.

# Plan Goals and Objectives

The 2021 Annual Action Plan will support targeted objectives from the Consolidated Plan through the implementation of the activities listed below. Due to the coronavirus (Covid) and affects it had on both household and economic vitality, the City allocated CDBG-CV funding for responding to, preparing for and preventing additional negative affects of the pandemic.

### Goal #1 – Expand Development of Housing and Public Amenities

Objectives Include

Code Enforcement

#### Goal #2 – Enhance Economic Development

Objectives include:

• Stabilization support for microenterprises

#### **Goal #3 – Support Public Services**

Objectives Include:

- Literacy Council providing English tutoring to adult learners
- Support for households to voluntarily comply with city code
- Project and management support for a sleep center/low-barrier shelter

The goals and objectives for the 2021 CDBG program year will be of city-wide benefit.

#### **Evaluation of Past Performance**

During the 2020 program year (October 1, 2019 to September 30, 2020), the following activities were completed:

#### **Objective 1 - Preserving & improving neighborhoods:**

• <u>Code Enforcement:</u> 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.

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

- <u>Literacy Council</u>: The Wenatchee Literacy Council program provided literacy/English tutoring services primarily to low-moderate income individuals in Wenatchee.
- Code Enforcement Referral & Debris Removal Program: Since 2013, the City has
  provided support for low- and moderate-income households to voluntarily comply
  with city code. Services include free dumpster rentals, free dump disposal vouchers
  and referrals to volunteer community agencies that can assist with clean-up/repair
  chores. In combination with the guidance and assistance, the code enforcement
  voluntary compliance program also supports overall code compliance.
- <u>COVID Microenterprise Assistance</u>: Identify monetary and technical assistance to help stabilize microenterprises working to stay viable during the pandemic.
- <u>Emergency Food Assistance Program</u>: In response to households needing to quarantine and having limited access to food, the EFAP provided boxes of food, delivered directly to qualifying households.

# **Summary of Citizen Participation & Consultation Process**

In developing the 2020-2024 Consolidated Plan, City staff utilized the development of the Assessment of Fair Housing and Consolidated Plan in addition to other community-focused planning efforts. The data available in the 2013-2019 Con Plan remains valuable and much of it was used in the consideration of trends and to estimate long-term needs of the community. Additionally, past plans including the South Wenatchee Action Plan, Wenatchee Comprehensive Plan, Wenatchee Housing Code update, Homeless Housing Strategy Plan and current planning efforts such as the Pedestrian Master Plan all take a look at the intersection of demographics and provide significant insight and data for consideration.

Each of these planning efforts include insight from a broad spectrum of community stakeholders including local homeless service providers, social service agencies, business representatives, government officials and private citizens. In addition to applying previous community input, staff held three workshops with the City Council, attended two Planning Commission meetings and utilized the feedback of the Consolidated Plan Advisory Group.

For the 2021 AAP, there was a 30-day comment period published in the Wenatchee World on July 10, 2021 informing the community of a public hearing held at a regularly scheduled City Council meeting on August 12, 2021.

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

# **Summary of Public Comments**

A public notice was published in the Wenatchee World on July 10, 2021 notifying the community of the 30-day comment period and the opportunity to attend a public hearing at the regularly scheduled City Council meeting on August 12, 2021.

# **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, Neighborhood and Community Services Coordinator 1350 McKittrick Street Wenatchee, WA 98801 Phone: (509)888-3258

Email: bholton@wenatcheewa.gov

# **Public Consultation**

#### Introduction

The 2021 Annual Action Plan was developed with careful consideration of public comment that resulted from multiple planning efforts including that of the Regional Assessment of Fair Housing, 2020-2024 Consolidated Plan, 2019-2024 Homeless Housing Strategic Plan and the process of the Pedestrian Master Plan. In addition, a public hearing held on August 12, 2021 provided an additional opportunity to provide feedback prior to adoption.

# 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 Task Force: The City coordinates and chairs the Homeless Task Force 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 Advisory Committee: The City coordinates and chairs the
  Homeless Task Force Advisory Committee 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: The HA operates multi-family housing units and administers Section 8 and Housing Choice Vouchers. The City works closely with the Housing Authority to coordinate and leverage resources whenever possible.
- Mental Health Stakeholders: Catholic Family Services provides intensive communitybased 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.
- 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 Housing Strategic 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 Task Force, which is responsible for implementing the 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 interviews, discussions in regular meetings or via email response considering the limitations imposed due to coronavirus. 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

# Other Local/Regional/State/Federal Planning Efforts

Recommendations from a number of local and regional plans were considered when developing the 2021 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 Annual 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 the cousing affordability; housing equity; coordination with service agencies & community advocates; & entrepreneurial support.  The City of Wenatchee serves as the lead entity for overseeing the		
Chelan-Douglas Homeless Housing Strategic Plan	City of Wenatchee	The City of Wenatchee serves as the lead entity for overseeing the development and implementation of the Homeless Housing Strategic Plan. As CDBG has limited resources, the City looks to the implementation of this plan to support housing needs for vulnerable populations through the six (6) identified priorities:  1. Increase capacity and strengthen practices to prevent housing crises and homelessness  2. Identify and engage all people experiencing homelessness as quickly as possible  3. Provide access to temporary accommodations to all unsheltered people experiencing homelessness who need it  4. Streamline and improve the coordinated entry process and its connections to housing and services  5. Assist people to move swiftly into permanent housing with appropriate and person-centered services  6. Prevent returns to homelessness through connections to adequate services and opportunities		
Code Enforcement Report	City of Wenatchee	Key recommendations from the Code Enforcement report included supporting neighborhood revitalization efforts, promoting voluntary compliance, and conducting evaluations to measure results.		
Community Health Needs Assessment	Action Health Partners	The Community Health Needs Assessment was completed in 2019 and collected reginal data from multiple health indicators to identify community needs in the region. Included as a top-ten potential need were Affordable Housing, Employment and Transportation (these meet Goals #1 and #2 of the Consolidated Plan) and aligning with Goal #3 of supporting public services are the needs for nutrition, education and support for individuals related to substance use or teen pregnancy. Priorities that can positively affect the health of the community align seamlessly with CDBG projects.		
OTHERS?				

# **Participation**

# Summary of Citizen Participation Process & Its Impact on Goal Setting

The 2021 Annual Action Plan was developed with careful consideration of public comment that resulted from multiple planning efforts including that of the Regional Assessment of Fair Housing, 2020-2024 Consolidated Plan, 2019-2024 Homeless Housing Strategic Plan and the process of the Pedestrian Master Plan. In addition, a public hearing held on August 12, 2021 provided an additional opportunity to provide feedback.

While developing the 2021 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.

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

Outreach Target	Outreach Method	Summary of Response/Attendance	Summary of Comments Received	Summary of Comments Not Accepted & Reasons

# **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 2021 is outlined in the table

below.

Program	Funding Source	Funding Priority	Current Year Allocation	Expected Amount Available for Con Plan	Description
		Grant Administration	\$49,210	\$150,000	Planning for and managing CDBG program
CDBG \$246,050	HUD	Housing & Infrastructure and Economic Development	\$160,000	\$480,000	Increase access to housing options, multimodal transportation, economic stability
		Public Services	\$36,907	\$110,000	Enhance capacity of service agencies
	2163 Local Document Recording Fees		\$180,000	\$540,000	General activities focused on reducing homelessness in the City of Wenatchee
City of	2060 Local Document Recording Fees	Reduce Homelessness	\$45,000	\$135,000	Emergency shelter operations and affordable housing construction in the City of Wenatchee
Wenatchee Homeless Funds	1406 Affordable Housing Tax		\$85,000	\$255,000	Supporting capital projects and supportive service for individuals experiencing homelessness in the City of Wenatchee
	1590 Affordable Housing Tax		\$1,500,000	\$4,500,000	Supporting capital projects and supportive service for individuals experiencing homelessness in the cities of Wenatchee and East Wenatchee

# 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 2021 program year.

	Goal Name	Start	End	Category	Geographic	Needs	2021 F	unding		Goal Outcome
		Year	Year		Area	Addressed				Indicator
1	Expand	2020	2024	- Affordable	City of	-Housing	- CDBC	6: \$159,940	_	Housing Benefit
	Development of			Housing	Wenatchee	Infrastructure			_	Public Facility or
	Housing, Public			- Non-Housing		-Multimodal				Infrastructure
	Amenities and			Community		Transportation				Activities for
	Economic			Development		-Economic				Low/Moderate
	Development			- Economic		Sustainability			_	Businesses Assisted
				Development		·				
2	Support Public	2020	2024	Public Services	City of	-Non-Homeless	- CDBC	G: \$36,900	_	Public Service
	Services				Wenatchee	Special Needs	- CDBC	G-CV 1-3:		Activities for
							\$323,	651		Low/Mod Income
						- Homeless	ŕ			Housing Benefit
						housing and			_	Covid-related
						support services				stabilization of
										households and
										businesses
3	Grant	2020	2024	- Other	City of	ALL	- CDBC	5: \$49,210	_	Other
	Administration				Wenatchee					
	and Planning									

# **Detailed Goal Descriptions**

1	Goal Name	Expand Development of Housing and Public Amenities					
	Goal	The 2021 Annual Plan will promote the development of housing and public amenities by:					
	Description	Seeking to improve housing options through new/rehabilitated units of varying size					
		Measuring capital investment for multimodal infrastructure/facilities					
		Exploring the option to establish a HOME consortium in the region					
		Reviewing effectiveness of Code Enforcement and voluntary compliance support					
		Evaluating opportunities to increase local access to recreational infrastructure/facilities					
		Implementing the Assessment of Fair Housing goals and strategies					
2	Goal Name	Enhance Economic Development					
	Goal	The 2021 Annual Plan will enhance economic development by:					
	Description	• Exploring programs that support the stabilization of microenterprises and small businesses					
		Reviewing opportunities to increase access to workforce education and job skill development					
		Beginning considerations for physical improvements to microenterprises and small businesses					
3	Goal Name	Support Public Services					
	Goal	The 2021 Annual Plan will support public services by:					
	Description	Considering the special needs identified in the Consolidated Plan and looking at greatest needs related					
		to access to housing, economic stabilization and community development					

# **Projects**

# Introduction

The 2021 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: Public Facility - Recreation Infrastructure
3	Public Improvements: Code Enforcement
4	Public Services: Literacy Council
5	Public Services: CAFÉ – community-focused education
6	Public Services: Code Enforcement Referral & Debris Removal Program
7	Public Services: Covid response and stabilization

# **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	<ul> <li>Expand Development of Housing and Public Amenities</li> </ul>					
	Supported	Enhance Economic Development					
		- Support Public Services					
	Funding	CDBG: \$49,210					
	Description	City staff will oversee implementation of projects including project management, fiscal					
		administration, & reporting.					
2	Project Name	Public Improvements: Public Facility - Recreation Infrastructure					
	Target Area	City of Wenatchee					
	Goals	Expand Development of Housing and Public Amenities					
	Supported						
	Needs	Public Facility or Infrastructure Activities for Low/Moderate Households					
	Addressed						
	Funding	CDBG: \$150,000					
	Description	Creating space for the South Wenatchee community to recreate, gather and enjoy a					
		public amenity that positively contributes to quality of life. These improvements will					
		provide updated equipment and facilities with improved safety and access.					
3	Project Name	Public Improvements: Code Enforcement					
	Target Area	City of Wenatchee					
	Goals	Expand Development of Housing and Public Amenities					
	Supported						

	Needs	Housing Stability
	Addressed	
	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 Council
	Goals	Support Public Services
	Supported	
	Needs	Public Service Activities for Low/Mod Income Households
	Addressed	
	Funding	CDBG: \$30,000
	Description	The Literacy Council provides educational support and English as a second language
		tutoring for adults through volunteer instructors and classes.
6	Project Name	Public Services: CAFÉ – Community for the Advancement of Family Education
	Target Area	City of Wenatchee
	Goals	Support Public Services
	Supported	
	Needs	Public Service Activities for Low/Mod Income Housing Benefit
	Addressed	
	Funding	CDBG: \$5,000
	Description	CAFÉ provides education services for youth and adult basic skills/education. They
		focus on members of the community predominantly low- and moderate-income and
		those with English as a second language.
7.	Project Name	Public Services: Code Enforcement Referral & Debris Removal Program
	Target Area	City of Wenatchee
	Goals	Support Public Services
	Supported	
	Needs	Public Service Activities for Low/Mod Income Housing Benefit
	Addressed	
	Funding	CDBG: \$1,900
	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
		responding to code enforcement violation notices.
	Project Name	Public Services: COVID Response – Sleep Center
	Target Area	City of Wenatchee
	Goals	Stabilization of Housing and Businesses
	Supported	Support Public Services
	Needs	Housing
	Addressed	
	Funding	CDBG-CV: 323,651.03
	Description	Provide low-barrier shelter access for individuals experiencing homelessness.

# **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 to constitute 15% of the total allocation; 2.) Adjust the Administration project to constitute 20% of the total allocation; and 3.) Adjust the Wenatchee Sleep Center to accommodate the remaining amount after the 15 and 20% are allocated.

#### **Pre Award Costs**

Pre award costs for the 2021 CDBD program were not incurred.

# Geographic Distribution

# Geographic Areas to be Assisted

The geographic area of projects is a city-wide approach with an emphasis on low- and moderate income households for public services.

# Rationale Allocating Investments Geographically

The City does not propose geographic priorities in the 2020-2024 Consolidated Plan period. Responding to the needs of housing, employment and social services requires a breadth of focus areas that serve different geographic areas of Wenatchee. The City's land use and zoning code support the development of residential and commercial areas in an appropriate way to honor the integrity, identity and functionality of each area. This regulatory framework ensures strategic implementation is paired with adequate capacity of infrastructure.

Supporting public services is a city-wide priority and by looking at the entire geographic layout allows the equitable promotion of services to all community members in need of access. This broader viewpoint also supports the more regional-level approach taken in the Assessment of Fair Housing.

As demonstrated in the Consolidated Plan (Figure 33), neighborhoods of Wenatchee have higher rates of households with a low- to moderate-income level indicating higher rates of poverty in these areas. Block groups with higher levels of low- to moderate-income households have adjusted since the 2013-2019 Consolidated Plan was written and it is likely that with the ever-increasing costs related to residential development that affordability among neighborhoods will change over the course of the 2020-2024 Consolidated Plan timeline. This is a significant indictor of the need to address housing, employment and public services from a city-wide approach.

# **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 2020, the City of Wenatchee will utilize the Assessment of Fair Housing goals and

strategies for supporting access to affordable housing.

# Affordable Housing Goals

One Year Goals for the Number of Households to	o be Supported
Homeless	100
Non-Homeless	0
Special-Needs	35
Total	135

One Year Goals for the Number of Ho	ouseholds Supported
Through	
Rental Assistance	45
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	45

# **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.

# Actions Planned to Address Public Housing Needs

The City of Wenatchee has a long-standing and positive working relationship with the local Housing Authority. They have plans to create access to additional units throughout the region. 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

As of July 2020, the City of Wenatchee has adjusted management of the Chelan Douglas Consolidated Homeless Grant to a shared management role between Wenatchee and Chelan County of funds that benefit the Wenatchee MSA. Now, the City of Wenatchee manages the following funds that are expected to bring in \$5,430,000 to the region in the next 5 years:

- 2163 Local Document Recording Fees (\$180,000/year) for general activities focused on reducing homelessness in the City of Wenatchee.
- 2060 Local Document Recording Fees (\$45,000/year) for emergency shelter operations and affordable housing construction in the City of Wenatchee
- 1406 Affordable Housing Tax (\$85.000/year) to support capital projects and supportive service for individuals experiencing homelessness in the City of Wenatchee
- 1590 Affordable Housing Tax (\$1,500,000/year) to support capital projects and supportive services for individuals experiencing homelessness in the cities of Wenatchee and East Wenatchee

The City of Wenatchee completed a Regional Assessment of Fair Housing and while CDBG funds from entitlement are not regularly used to directly support efforts to reduce homelessness, the CDBG-CV funding that became available has provided adequate resources to move forward some of the goals and strategies identified in the AFH.

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.

# One-Year Goals & Actions for Reducing Homelessness

The following goals and activities will be pursued in 2021 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.

# **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. Implementing recent Housing Code updates
- 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 2021 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. 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 2021 program year.

# **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 manages homeless dollar allocations and will continue to provide support for agencies that are strong advocates of fair housing and access to 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.

# **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.

# 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 2021 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 significantly improves 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 2021, the City will transfer management of the Coordinated Entry system to Chelan County.

# **Program Specific Requirements**

# Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(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	
<ol> <li>The amount of urgent need activities</li> <li>Estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.</li> </ol>	000%

#### **CDBG PUBLIC COMMENT**

1. Received via email on August 3, 2021 from mario.reyes@wenatcheecafe.org

"Dear Brooklyn,

Thank you for taking the time to visit our organization and see firsthand the programs and activities we are involved in our community. Your very elaborate questions and insights about some of our the programs were appreciated.

Based on our efforts to promote health equity and social justice through community and institutional partnerships, we would like to request from the City of Wenatchee to be considered for funding from the city's CDBG allocation for 2021. CAFÉ (Community for the Advancement of Family Education) is a nonprofit organization based in Wenatchee WA that advances family and community growth through education. We serve our culturally diverse community, with a special emphasis on the Latinx community, to provide opportunities in leadership, civic and social engagement, literacy development, and academic achievement. Our Board of Directors is 9% bicultural and 100% bilingual. Our staff is 100% bilingual-bicultural. CAFÉ is lead by Alma Chacon, Executive Director since 2005.

CAFÉ would be a reliable and effective partner with the City of Wenatchee in the work to help reach historically marginalized and underserved communities with information and education because we are a trusted organization that is already doing this work, as exemplified below:

- 1. We did outreach We did outreach to underserved populations to maximize the CENSUS count for Chelan, Douglas, and Okanogan counties between December 2019 and June 2020 in partnership with local cities and counties.
- 2. In the month of August 2020, we partnered with Community-Campus Partnership for Health, a national nonprofit organization based in Raleigh, NC to host a Spanish community listening session to understand the concerns and needs of the community with regards to cross-sector alignment in health issues.
- 3. During the months of August and September last year, at the peak of the pandemic, our organization put together a group of 10 volunteers to support the Chelan-Douglas Health District efforts in mask distribution and COVID-19 testing in the Bridgeport area in Douglas County and Cashmere, Peshastin and Dryden in Chelan County. Hundreds of houses were visited.
- 4. Around August 2020, CAFÉ started hosting a weekly radio program at La Nueva-Spanish only radio station providing info about prevention and testing of COVID-19. At the same time, we start hosting a weekly Facebook Live event called "Un Buen Consejo" to provide essential information in Spanish to the surrounding areas about Covid-19. We would bring in guest speakers like doctors, epidemiologists, etc. to illustrate the community the seriousness of this disease.
- 5. We are partnering with the Chelan-Douglas Health District to staff hotlines to help Latinx community members sign up for vaccine appointments.
- 6. CAFÉ host a biweekly Community Services Coalition Zoom meeting a collaboration of local government, healthcare, business, and nonprofit partners around

the region currently working on Covid-19 relief efforts. The CSC Network has created a "Si a La Vacuna" (Say Yes to the Vaccine) outreach campaign targeting hard-to-reach populations to ensure that everyone in our community is getting correct and current information about the vaccine – who is eligible, why to get it, how to make appointments, etc.

- 7. Since January 2021 and with the intention to alleviate the struggles of local Latinx families, CAFÉ initiated an event call "From my Heart to Yours" where every two weeks we deliver approximately 200 boxes of food including vegetables and produce to local families.
- 8. On February 2021, CAFÉ University start serving the Latinx community in South Wenatchee through tutoring/mentoring services to more than 75 students from Wenatchee School District from Kindergarten to 12<sup>th</sup> grade. This program is supported by a grant from OSPI and will expire at the end of August 2021.
- 9. For approximately 5 months, CAFÉ has a Covid-19 testing site at their location in South Wenatchee where personnel trained by the local Health District performed Covid-19 testing to more than 600 individuals, mostly of Latinx origin. This site was closed down by the district at the end of May of this year.

We are very well positioned to continue serving our community with knowledge and endless dedication and we would love to count with the financial support of the City of Wenatchee to continue with the following programs:

- Tutoring services and after school programs (including robotics and soccer school) \$15,000 will support this program for the fall 2021 or winter 2022 (16 weeks)
  - o \$1,944 for school supplies/sport equipment
  - o \$13,056 for 3 tutors/after school programs salaries (\$17/hr at 16hrs/wk)
- Health education, Covid-19 testing and vaccines at our South Wenatchee site \$15,000 will support two bilingual health workers providing education at local neighborhoods, farms and school family events. Also, they will perform Covid-19 testing at CAFÉ site in South Wenatchee.(12 weeks)
  - o \$11,520 for 2 health workers (\$18/h at 20hrs/wk)
  - o \$2,000 for equipment and supplies
  - o \$1,48 for transportation

Looking forward to hearing from you and please don't hesitate to reach out if you need any other information!

Thanks,"