



WENATCHEE CITY COUNCIL
Thursday, October 28, 2021
Wenatchee City Hall Council Chambers
301 Yakima Street, 2nd Floor
Wenatchee, WA 98801
AGENDA

Wenatchee City Hall is open for the public to attend Council meetings in person. Masks are required. 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 #200791 through #200880 in the amount of \$1,414,717.43 for October 14, 2021
Payroll distribution in the amount of \$380,080.00 for October 20, 2021
Claim checks #200881 through #200960 in the amount of \$325,143.55 for October 21, 2021
Wires #1538 through #1541 in the amount of \$69,124.26 for October 25, 2021
Payroll distribution (retirees) in the amount of \$12,001.21 for October 29, 2021
- *Motion for City Council to authorize the Mayor to sign the revised Interlocal Agreement for the East Cascade Multi-Jurisdictional SWAT Team.*
- *Motion for City Council to accept the redistricting analysis prepared by Redistricting Consultant William S. Cooper, based on population information from the 2020 U.S. Census.*

3. Citizen Requests/Comments

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

4. Action Items

- A. City Project 2110 – 2022 Pavement Preservation: Authorization to Negotiate
Presented by Project Engineer Jake Lewing

Action Requested: *Motion for City Council to authorize the Mayor to negotiate with KPG for design services for the 2022 Pavement Preservation (Project No. 2110) and further authorize the Mayor to sign a contract on behalf of the City.*

- B. Amendments to Wenatchee City Code
Presented by Police Chief Steve Crown

Action Requested:

- (1) Motion for City Council to approve and authorize the Mayor's signature for Ordinance No. 2021-23 repealing WCC 1.08.050 relating to police judge and police court;*
- (2) Motion for City Council to approve and authorize the Mayor's signature for Ordinance No. 2021-24 amending WCC 1.12.020 relating to appointive offices, WCC 1.12.040 relating to the chief of police duties, WCC 1.12.050 bonding of specified employees, and WCC 1.12.060 relating to the chief of police accounting for monies;*
- (3) Motion for City Council to approve and authorize the Mayor's signature for Ordinance No. 2021-25 amending Chapter 1.32 WCC relating to Unclaimed – Confiscated Property; and*
- (4) Motion for City Council to approve and authorize the Mayor's signature for Ordinance No. 2021-26 repealing Chapter 1.60 WCC relating to Police Reserve Officers Retirement and Pension Plan.*

5. Reports

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

6. Announcements

7. Adjournment



WENATCHEE CITY COUNCIL
Thursday, October 14, 2021
Wenatchee City Hall Council Chambers
301 Yakima Street, 2nd Floor
Wenatchee, WA 98801
MINUTES

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

Staff Present: Executive Services Director Laura Merrill, City Attorney Steve Smith, City Clerk Tammy Stanger, IS Support Jessi Saucedo, Police Chief Steve Crown, Parks, Recreation & Cultural Services Director David Erickson, Finance Director Brad Posenjak, Public Works Director Rob Jammerman, Facilities Manager Elisa Schafer, Operations Manager Aaron Kelly, Community Development Director Glen DeVries

5:15 p.m. Regular Meeting.

1. Call to Order, Pledge of Allegiance, and Roll Call. Mayor Frank J. Kuntz called the regular meeting to order at 5:15 p.m. Councilmember Jose Cuevas led the Pledge of Allegiance. The excused absence of Councilmember Jim Bailey was noted. Councilmember Keith Huffaker participated via phone conference.

2. Consent Items:

Motion by Councilmember Travis Hornby to approve agenda, vouchers, and minutes from previous meetings; to approve Resolution No. 2021-33, declaring certain personal property surplus to the needs of the City of Wenatchee and authorizing the Department of Information Systems to dispose of the personal property identified herein; and for City Council to accept the work performed by the contractor, Rudnick and Sons LLC, on City Project No. 1914 – First Street Bikeway Safety Improvements, and further authorize the Mayor to sign the Final Contract Voucher Certification on behalf of the City of Wenatchee. Councilmember Jose Cuevas seconded the motion. Motion carried (6-0).

3. Citizen Requests/Comments

Mark Miller, General Manager of the Town Toyota Center, thanked the Mayor and Council for the ARP stimulus funds that were requested to assist the arena with reopening. At the time of the request, the arena had not qualified for any state or federal relief programs. However, that changed recently and the arena has been included in the Shuttered Venues Operators Grants program. The Public Facilities District Board will be returning the ARP funds in the amount of \$131,000 to the City.

4. Presentation

- Indigenous Peoples' Day Proclamation read by Councilmember Mark Kulaas and presented to Mary Big Bull-Lewis and Paige Reyes, who were present on behalf of the Indigenous Roots & Reparation Foundation (IRRF). Mary and Paige thanked the Council for approving the proclamation and spoke about the work they are doing and look forward to working with the city and other organizations in a positive way.

5. Action Items

A. Chelan County LTAC Agreement

Parks, Recreation and Cultural Services Director David Erickson presented the staff report and provided an update on the project.

Motion by Councilmember Linda Herald for City Council to accept the Chelan County Lodging Tax Fund Grant in the amount of \$100,000 for the Lincoln Park Project and authorize the Mayor to sign. Councilmember Jose Cuevas seconded the motion. Motion carried (6-0).

B. Arts, Recreation and Parks Commission Member Reappointments

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

Motion by Councilmember Ruth Esparza for City Council to approve Resolution No. 2021-32, reappointing Ryan Harmon to Position 8 of the Arts, Recreation and Parks Commission, and to approve Resolution No. 2021-34, reappointing Lukas Hedtke to Position 6 of the Arts, Recreation and Parks Commission. Councilmember Linda Herald seconded the motion. Motion carried (6-0).

C. City of Wenatchee Project No. 1716 - Wenatchee City Hall Redevelopment construction contract between the City and TW Clark Construction, LLC, Change Order No. 3 in the amount of \$134,438.00 plus WSST

Facilities Manager Elisa Schafer presented the staff report. Council asked questions.

Motion by Councilmember Mark Kulaas for City Council to approve the contract change order with TW Clark Construction, LLC and authorize the Mayor's signature. Councilmember Travis Hornby seconded the motion. Motion carried (6-0).

D. Actions pertaining to Real Estate Purchase and Sale Agreements between WSDOT, the City of Wenatchee and Gary Noyes for property generally located near South Mission and Stevens Street

Executive Services Director Laura Merrill and Public Works Director Rob Jammerman presented the staff report. Council asked questions. The Mayor commented.

Motion by Councilmember Travis Hornby for the City Council to: (1) Approve the Real Estate Purchase and Sale Agreement between the Washington State Department of Transportation (WSDOT) and City of Wenatchee and authorize the Mayor's signature; and (2) Approve the Real Estate Purchase and Sale Agreement between the City of Wenatchee and Gary Noyes and authorize the Mayor's signature. Councilmember Ruth Esparza seconded the motion. Motion carried (6-0).

- E. Interlocal Agreement between the City of Wenatchee and the Wenatchee School District for School Resource Officer (SRO) Services

Police Chief Steve Crown presented the staff report. Council asked questions.

Motion by Councilmember Linda Herald for City Council to approve the agreement with the Wenatchee School District and authorize the Mayor's signature. Councilmember Jose Cuevas seconded the motion. Motion carried (6-0).

- F. Update City Code to reflect the current list of Funds for financial budgeting and reporting purposes

Finance Director Brad Posenjak presented the staff report.

Motion by Councilmember Ruth Esparza for City Council to adopt Ordinance No. 2021-27 amending and restating section 1.20.010 WCC "Funds Defined – Purposes." Councilmember Travis Hornby seconded the motion. Motion carried (6-0).

- G. 2022 Preliminary Budget Review

Finance Director Brad Posenjak provided an overview of the preliminary 2022 budget. The Mayor and Council commented. The next budget review will be October 28.

- H. Sidewalk Tripping Hazards Repair

Operations Manager Aaron Kelly presented the staff report. Council asked questions.

Motion by Councilmember Linda Herald for City Council to accept the work performed by the contractor, Precision Concrete Cutting, for the repair of 848 tripping hazards, and further authorize the Mayor to sign the Second Amendment to the Agreement and Final Contract Voucher. Councilmember Mark Kulaas seconded the motion. Motion carried (6-0).

6. Reports

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

1. He met with Woody Lotts, the new Executive Director of the Performing Arts Center. The Performing Arts Center has made a request for \$100,000 of ARP funds, and the Finance Committee discussed today and have approved their request. The

funding will help offset the negative economic impacts to the nonprofit due to the COVID pandemic and state-mandated closures to the facility.

2. He reported that the tax increment financing program was not a tool that we thought it would be and was disappointed that new construction would not count. Staff is still researching the program.
3. The Mayor and Executive Services Director Laura Merrill met with the Chair and Vice Chair of the Chamber.
4. He attended two Wenatchee Police Department ceremonies recently.
5. RMSA has awarded the city with "Significantly Improved Experience." Accountant Miranda Noah does a great job managing the city's claims.
6. The Mayor attended the condo association meeting last week. A new fire sprinkler system is currently being installed.
7. He attended a regular meeting of the County Commissioners.
8. He met with some folks who are interested in a food cart pod.
9. He attended a regional water meeting.
10. He attended the Rivercom Board retreat on Wednesday.
11. He participated in the Transportation Council meeting this morning.
12. December 9 will be the last meeting of the year.

b. Reports/New Business of Council Committees

Councilmember Mark Kulaas reported that there will be a joint TPA/LTAC meeting next week to review and adopt the 2022 budgets. He also asked that Councilmembers consider serving on the AWC Legislative Priorities Committee next year. He has served for quite some time on the committee and believes it's an important committee for the city to participate in.

The Mayor also asked Council to be thinking about what boards and commissions they'd be available to serve on next year. With Councilmembers Bailey and Esparza finishing up their terms this year, and new Councilmembers coming on board, there will be several boards and committees for new representation. For example, Councilmember Bailey has served on the RMSA Board, Museum Board and Link Transit Board for many years.

Councilmember Jose Cuevas recently attended a Homeless Task Force meeting. Additional grant funding for rapid rehousing has been received.

Councilmember Linda Herald attended the Low Barrier Shelter meeting this week. A final site has not yet been determined.

7. Announcements. The Mayor announced that next week's meeting will be a work session.

8. Adjournment. With no further business the meeting adjourned at 6:16 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Brian Chance, Captain
Wenatchee Police Department

MEETING DATE: October, 28, 2021

I. SUBJECT

Inter-local Agreement (ILA) authorizing formation of multi-agency SWAT Team
Changes made (substantially similar) to original document presented in September

II. ACTION REQUESTED

Authorization for Mayor Kuntz to sign the substantially similar ILA for the North Cascade
SWAT Team

III. OVERVIEW

Over the past several months, representatives from local law enforcement agencies have met to discuss development of a multi-agency SWAT Team to service Chelan and Douglas Counties. Member agencies include Chelan County Sheriff's Office, Wenatchee Police Department, Douglas County Sheriff's Office, and East Wenatchee Police Department. The team will be governed by a Board of Directors made up of the chief administrators for each member agency. Each member agency will be responsible for providing their individual personnel with the necessary, basic training and equipment. In addition, each member agency will contribute an agreed upon amount of \$15,000 per year to support joint expenditures necessary for team operations to include maintenance and purchase of team equipment and team training needs.

IV. FISCAL IMPACT

Wenatchee Police Department has developed a plan that will allow us to fund our membership in the inaugural year within existing budget. This will be our baseline. In future years there may be need for budget adjustments, based upon on-going analysis of all costs associated with membership in the multi-agency team and fulfillment of our obligations within the ILA. Our goal over the next 3 years is to build our personnel contribution from our current three (3) operators, to seven (7).

V. PROPOSED PROJECT SCHEDULE

Begin testing personnel for inclusion on the team fall of 2021. Team start up January 1, 2022.

VI. REFERENCE(S)

1. Inter-local Agreement (substantially similar, edits/adds highlighted, detailed below)
 - Section XI, highlighted language added
 - Section XIII, language removed referencing use of arbitration
 - Section XIII sub. C, highlighted word added, RCW ref. corrected

VII. ADMINISTRATIVE ROUTING

Email draft agenda item to all of the listed staff below as well as any additional staff that need to review.

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

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
CHELAN COUNTY SHERIFF'S OFFICE, DOUGLAS COUNTY
SHERIFF'S OFFICE, EAST WENATCHEE POLICE, AND
WENATCHEE POLICE**

**EAST CASCADE MULTI-JURISDICTIONAL
SWAT TEAM**

I. PARTIES

The parties to this Agreement are the Chelan County Sheriff's Office, Douglas County Sheriff's Office, City of East Wenatchee Police Department, and the City of Wenatchee Police Department each of which are operating under the laws of the State of Washington.

II. AUTHORITY

This Agreement is entered into pursuant to Chapters 10.93 and 39.34 of the Revised Code of Washington.

III. PURPOSE

The parties hereto desire to establish and maintain a multi-jurisdictional SWAT Team to effectively respond to high risk criminal occurrences as described below.

IV. FORMATION

There is hereby created a multi-jurisdictional Team to be hereafter known as the "East Cascade SWAT Team" ("ECST"), the members of which shall be the Chelan County Sheriff's Office, Douglas County Sheriff's Office, East Wenatchee Police Department, and Wenatchee Police Department. No separate legal or administrative entity is created hereby, per RCW 39.34.030(3).

Each jurisdiction currently maintains their own SWAT team, however all parties intend, through this Agreement, to dissolve their existing SWAT teams, hold a combined testing and selection process for interested personnel, and combine their respective SWAT resources to form a single multi-jurisdictional SWAT team. The multi-jurisdictional SWAT team (hereinafter "ECST") shall be specially structured, trained, and equipped to respond to and resolve high risk criminal activity in both the CITIES and the COUNTIES of the participating jurisdictions.

V. STATEMENT OF PROBLEM

A multi-jurisdictional effort to handle specific high-risk criminal incidents, as well as incidents involving weapons of mass destruction, results in more effective pooling of

personnel, improved utilization of available funds, reduced duplication of equipment, improved training, development of specialized expertise, and increased utilization/application of a combined special response team. This results in improved services for the citizens of all participating jurisdictions, increased safety for officers and the community, and improved cost effectiveness.

VI. TEAM OBJECTIVES

The objective of the ECST is to respond to specific high-risk criminal incidents in a manner that provides for the effective use of personnel, equipment, funds, and training. The ECST shall respond as requested by any of the participating jurisdictions and provide a coordinated response to high-risk incidents. As special needs arise, it may be necessary to request from other law enforcement agencies assistance and/or personnel, at the discretion of the ECST Incident Commander and/or the ECST Tactical Commander.

The ECST may also be available to outside law enforcement agencies as provided by chapter 10.93 RCW.

VII. DURATION AND TERMINATION

The minimum term of this Agreement shall be one (1) year, effective upon filing with the respective county auditors or alternatively, listed by subject on each participating jurisdiction's web site or other electronically retrievable public source. This Agreement shall automatically extend for consecutive one (1) year terms without action of the legislative bodies of the participating jurisdictions, unless and until terminated pursuant to the terms of this Agreement.

A jurisdiction may withdraw its participation in the ECST by providing written notice of its withdrawal and serving such notice upon each Executive Board member of the remaining jurisdictions and the legislative bodies of each remaining jurisdiction. A notice of withdrawal shall become effective ninety (90) days after service of the notice on all participating members.

The ECST may be terminated by a majority vote of the Executive Board. Any vote for termination shall occur only when the sheriff or police chief of each participating jurisdiction is present at the meeting in which such vote is taken.

VIII. GOVERNANCE

The affairs of the ECST shall be governed by an Executive Board ("Board"), whose members are composed of the sheriffs and police chiefs, or his/her designee, from each participating jurisdiction. Each member of the Board shall have an equal vote and voice on all Board decisions. All Board decisions shall be made by a majority vote of the Board members, or their designees, appearing at the meeting in which the decision is made. A majority of Board members, or their designees, must be present at each meeting for any actions taken to be valid. A presiding officer shall be elected by the members of the Board to serve a term of two (2) years. In the instance that a tie-breaking vote is needed for a decision of the Board, the Team Commander will be the deciding vote.

The Board shall meet monthly, unless otherwise determined by the Board. The presiding officer, or any Board member, may call extra meetings as deemed appropriate. The presiding officer shall provide no less than forty-eight (48) hours notice of all meetings to all members of the Board; PROVIDED, however, that in emergency situations, the presiding officer may conduct a telephonic meeting or a poll of individual Board members to resolve any issues related to such emergency.

The ECST written policies, regulations, and operational procedures shall apply to all ECST operations. In the event of a conflict between the policies, regulations, and operational procedures of the ECST and the policies, regulations, and operational procedures of the individual jurisdictions, the Executive Board shall meet to discuss and attempt to resolve the conflict. In no event shall the ECST require an individual jurisdiction to violate its policies, regulations, or operational procedures.

IX. STAFF

A Team Commander, which shall be a command level officer, shall be appointed annually by the Board to act as the principal liaison and facilitator between the Board and the members of the ECST. The Team Commander shall operate under the direction of the presiding officer of the Board. The Team Commander shall be responsible for informing the Board on all matters relating to the function, expenditures, accomplishments, training, number of calls that the ECST responds to, problems of the ECST, and any other matter as requested by the Board. The Team Commander may be removed by action of the Board at any time and for any reason, with or without cause.

The Team Commander shall prepare monthly written reports to the Board on the actions, progress, and finances of the ECST. In addition, the Team Commander shall be responsible for presenting rules, procedures, regulations, and revisions thereto for Board approval.

Chelan County Sheriff's Office will contribute nine (9) full-time commissioned officers, Douglas County Sheriff's Office will contribute five (5) full-time commissioned officers, East Wenatchee Police Department will contribute three (3) full-time commissioned officers, and Wenatchee Police Department will contribute seven (7) full-time commissioned officers to be assigned to the ECST. Board approval must be obtained for the jurisdiction to assign less than this staffing requirement. The personnel assigned to the ECST shall be considered employees of the contributing jurisdiction. The contributing jurisdiction shall be solely and exclusively responsible for the compensation and benefits for the personnel it contributes to the ECST. All rights, duties, and obligations of the employer and the employee shall remain with the contributing jurisdiction. Each jurisdiction shall be responsible for ensuring compliance with all applicable laws with regard to employees and with provisions of any applicable collective bargaining agreements and civil service rules and regulations.

The Board may appoint the finance department of a participating jurisdiction to manage the finances of the ECST. Before appointing the finance department of a particular jurisdiction to manage the finances of the ECST, the Board shall consult with the finance

department of the jurisdiction and obtain its approval. The duty of managing the finances of the ECST shall be rotated to other participating jurisdictions at the discretion of the Board.

The Board may, at its discretion, appoint one (1) or more legal advisors to advise the Board on legal issues affecting the ECST. The legal advisor(s) shall, when appropriate or when requested by the Board, consult with the legal representatives of all participating jurisdictions before rendering legal advice.

X. COMMAND AND CONTROL

During field activation of the ECST, an Incident Commander, ECST Tactical Commander and ECST Team Leader(s) will be designated. The duties and procedures to be utilized by the Incident Commander, the ECST Tactical Commander, and ECST Team Leaders shall be set forth in the standard operating procedures approved by the Board. The standard operating procedures approved by the Board may designate other personnel to be utilized during an incident.

XI. EQUIPMENT, TRAINING, AND BUDGET

Each participating jurisdiction shall furnish the equipment for each of its individual participating ECST members. Each participating jurisdiction shall provide sufficient funds to update, replace, repair, and maintain the equipment and supplies utilized by its participating ECST members. Each participating jurisdiction shall provide sufficient funds to provide for training of its participating ECST members. In the event the ECST is dissolved, any remaining funds held by the ECST shall be returned to the members in proportion to their contribution.

The equipment, supplies, and training provided by each jurisdiction to its personnel participating in the ECST shall, unless otherwise determined by the Board, be equal to those provided by the other participating jurisdictions.

Each member jurisdiction shall maintain an independent budget system to account for funds allocated and expended by its participating ECST members.

The Board must approve any joint capital expenditure for ECST equipment.

Nothing herein is intended to contradict the budget authority of the governing authorities of the member jurisdictions.

XII. DISTRIBUTION OF ASSETS UPON TERMINATION

Termination shall be in accordance with those procedures set forth in prior sections. Each participating jurisdiction shall retain sole ownership of equipment purchased and provided to its participating ECST members.

Any assets acquired with joint funds of the ECST shall be equally divided among the participating jurisdictions at the asset's fair market value upon termination. The value of the assets of the ECST shall be determined by a valuation method approved by the

majority of the Executive Board. If two (2) or more participating jurisdictions desire an asset, the final decision shall be made by arbitration (described below). Any property not claimed shall be declared surplus by the Board and disposed of pursuant to state law for the disposition of surplus property. The proceeds from the sale or disposition of any ECST property, after payment of any and all costs of sale or debts of the agency, shall be equally distributed to those jurisdictions participating in the ECST at the time of dissolution in proportion to the jurisdiction's percentage participation in the ECST as of the date of dissolution. In the event that one (1) or more jurisdictions terminate their participation in the East Cascade Team, but the ECST continues to exist, the jurisdiction terminating participation shall be deemed to have waived any right or title to any property owned by the ECST or to share in the proceeds at the time of dissolution.

Arbitration pursuant to this section shall occur as follows:

- A. The jurisdictions interested in an asset shall select one (1) person (Arbitrator) to determine which agency will receive the property. If the jurisdictions cannot agree to an Arbitrator, the sheriffs and chiefs of the jurisdictions participating in the ECST upon dissolution shall meet to determine who the Arbitrator will be. The Arbitrator may be any person not employed by the jurisdictions that desire the property.
- B. During a meeting with the Arbitrator, each jurisdiction interested in the property shall be permitted to make an oral and/or written presentation to the Arbitrator in support of its position.
- C. At the conclusion of the presentation, the Arbitrator shall determine which jurisdiction is to receive the property. The decision of the Arbitrator shall be final and binding shall not be the subject of appeal or review.

XIII. LIABILITY, HOLD HARMLESS, AND INDEMNIFICATION

It is the intent of the participating jurisdictions to provide services of the ECST without the threat of being subject to liability to one another and to fully cooperate in the defense of any claims or lawsuits arising out of or connected with ECST actions that are brought against the jurisdictions or their personnel.

Each jurisdiction shall hold harmless, defend, and indemnify the Other agencies of the ECST and their staff members in any action involving ECST activities arising from said jurisdiction's or their officer's sole negligence. In the event of negligence of more than one jurisdiction, each jurisdiction shall be responsible for its proportionate share of damages and/or other award attributable to the jurisdiction.

In the event of negligence or other wrongful acts asserted against more than one jurisdiction or officer in a lawsuit, any settlement or damages awarded shall be levied in proportion to the percentage of the fault attributable to each jurisdiction either through mutual agreement in a settlement or through litigation of the underlying action.

The parties will make a good faith effort to share defense counsel and present a unified defense to any claims involving more than one jurisdiction or their personnel.

No statements will be made by any member of the ECST to the press when a claim has been presented to multiple members of the ECST, except through defense counsel.

- A. Jurisdiction Not Involved In ECST Response** In the event that a jurisdiction or its personnel were not involved in the actions, coordination, command, or any other aspect of the ECST response to the incident that gives rise to a claim or lawsuit, and judgment on the claim or lawsuit does not, in any manner, implicate the acts of a particular jurisdiction or its personnel, such jurisdiction shall not be required to share responsibility for the payment of the judgment, defense costs, settlement, or award.
- B. Automobile Liability** It is the intent of the parties to accept sole responsibility for automobile liability claims arising out of their officer's transportation to the site of a call out, including while driving an armored vehicle called to an ECST activation.
- C. Intentionally Wrongful or Conduct Beyond the Scope of Employment** Nothing herein shall require, or be interpreted to require indemnification or sharing in the payment of any judgment against any ECST personnel for intentionally wrongful or negligent conduct that is outside of the scope of employment of any individual or for any judgment of punitive damages against any individual or jurisdiction. The legislative authority of the employing agency will be the determinant of good faith conduct within the scope of employment as defined in RCW 4.96.041.
- D. Collective Representation and Defense.** The jurisdictions shall make efforts to work with their respective risk pools to retain joint legal counsel to collectively represent and defend the jurisdictions in any legal action. Those jurisdictions retaining joint counsel shall share equally the costs of such representation or defense.

In the event a jurisdiction does not agree to joint representation, or there is a conflict with their employee necessitating separate representation, that jurisdiction shall be solely responsible for all defense attorney's fees accrued by its individual representation or defense.

The jurisdictions and their respective defense counsel shall make a good faith attempt to cooperate with other participating jurisdictions by, including but not limited to, providing all documentation requested, and making ECST members available for depositions, discovery, settlement conferences, strategy meetings, and trial.

- E. Defense Waiver.** This section shall not be interpreted to waive any defense arising out of RCW Title 51.
- F. Insurance.** The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this section shall not relieve any individual jurisdiction from its obligations under this Agreement.

XIV. NOTIFICATION OF CLAIMS AND LAWSUITS.

Any jurisdiction receiving a claim or lawsuit shall notify the other jurisdictions of the claim or lawsuit and provide documentation of that claim or lawsuit to the other jurisdictions. Nothing in this Agreement shall be deemed a waiver by any participating jurisdiction of the requirements set forth in Chapter 4.96 RCW, and the fact that a participating jurisdiction provides notice or copies of a claim to another jurisdiction shall not be deemed compliance with the requirement that a party who files suit against a jurisdiction first file a claim with the jurisdiction in accordance with Chapter 4.96 RCW. Moreover, nothing in this Agreement shall be deemed acceptance of service of a lawsuit, and the fact that a participating jurisdiction provides notice or copies of a lawsuit to another jurisdiction shall not be deemed adequate service of such lawsuit in accordance with the State or Federal Rules of Civil Procedure or the Revised Code of Washington.

For the purposes of implementing Section XIV of this Agreement, each Sheriff or Chief will be responsible for making any required notification or providing required documentation to the appropriate legal counsel and governmental officials or departments within their jurisdiction.

XV. COMPLIANCE WITH THE LAW

The ECST and all its members shall comply with all federal, state, and local laws that apply to the ECST.

XVI. ALTERATIONS

This Agreement may be modified, amended, or altered by agreement of all participating jurisdictions and such alteration, amendment, or modification shall be effective when reduced to writing and executed in a manner consistent with paragraph **XX** of this Agreement.

XVII. RECORDS

Each jurisdiction shall maintain training records related to the ECST for a minimum of seven (7) years. A copy of these records will be forwarded and maintained with the designated ECST Training Coordinator. Each jurisdiction shall be responsible for its own compliance with the requirements of the Public Records Act and no jurisdiction shall be designated as the records custodian or public records officer for any other jurisdiction or for the ECST. All records shall be available for full inspection and copying by each participating jurisdiction. Any claims or suits related to the violation, alleged or actual, of the Public Records Act shall not be considered a claim or lawsuit under this ECST

agreement.

XVIII. FILING

Upon execution hereof, this Agreement shall be filed with the city clerks of the respective participating municipalities, and such other governmental agencies as may be required by law.

XIX. SEVERABILITY

If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, or provision of this Agreement.

XX. MUNICIPAL AUTHORIZATIONS

This Agreement shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate resolution or ordinance of the governing body of each participating jurisdiction. This Agreement shall be deemed effective upon the last date of execution by the last so authorized representative. This Agreement may be executed by counterparts and be valid as if each authorized representative had signed the original document.

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the jurisdiction, and the jurisdiction agrees to the terms of this Agreement

COUNTY OF DOUGLAS

Sheriff Kevin Morris

Date: _____

Commissioner

Date: _____

COUNTY OF CHELAN

Dated this ____ day of _____, 2021.

BOARD OF CHELAN COUNTY COMMISSIONERS

BOB BUGERT, CHAIR

KEVIN OVERBAY, COMMISSIONER

TIFFANY GERING, COMMISSIONER

ATTEST:

CARLYE BAITY, CLERK

Dated: _____

ATTEST:

BRIAN BURNETT, SHERIFF

Dated: _____

CITY OF WENATCHEE

Chief Steve Crown

Date: _____

Mayor Frank Kuntz

Date: _____

CITY OF EAST WENATCHEE

Chief Rick Johnson

Date: _____

Mayor Jerrilea Crawford

Date: _____



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Laura Merrill, Executive Services Director
Mayor's Office

MEETING DATE: October 28, 2021

I. SUBJECT

Review of redistricting analysis based on 2020 U.S Census

II. ACTION REQUESTED

Motion for City Council to accept the redistricting analysis prepared by Redistricting Consultant William S. Cooper, based on population information from the 2020 U.S. Census.

III. OVERVIEW

Per RCW 29A.76.010, the Washington State Redistricting Commission has the responsibility to forward census data to jurisdictions within the state charged with redistricting. It is the responsibility of each county, municipal corporation, and special purpose district with a governing body comprised of internal director, council, or commissioner districts not based on statutorily required land ownership criteria to periodically redistrict its governmental unit, based on population information from the most recent federal decennial census.

The City of Wenatchee received 2020 Census Data information on August 26, 2021 and shortly thereafter requested a review of the data to determine whether redistricting would be required based on population changes. State and federal law directs district boundaries to be drawn to encompass, as nearly as can be done (or is "practicable") equal numbers of people, comply with the Voting Rights Act to ensure that minorities have an equal opportunity to elect representatives of their choice, make sure that parts of a district are not physically separated (except by bodies of water, where required), make sure that, to the extent possible, boundaries of cities, counties, neighborhoods and communities that have common interests are respected, and their division minimized, make sure they do not favor or discriminate against any incumbent, candidate, or political party.

The City engaged Bill Cooper, Redistricting Consultant to review the 2020 Census Data and determine whether redistricting would be required based on population changes and consistent with the above noted boundary area requirements. At this time, there is no need to redistrict City of Wenatchee Districts based on the 2020 Census data.

IV. FISCAL IMPACT

Not applicable.

VI. REFERENCE(S)

1. WA Transmittal Letter
2. Bill Cooper Results Memo

VII. ADMINISTRATIVE ROUTING

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



August 26, 2021

Dear County or District Official –

Per RCW [29A.76.010](#), the Washington State Redistricting Commission has the responsibility to forward census data to jurisdictions within the state charged with redistricting.

(1) It is the responsibility of each county, municipal corporation, and special purpose district with a governing body comprised of internal director, council, or commissioner districts not based on statutorily required land ownership criteria to periodically redistrict its governmental unit, based on population information from the most recent federal decennial census.

(2) Within forty-five days after receipt of federal decennial census information applicable to a specific local area, the commission established in RCW [44.05.030](#) shall forward the census information to each municipal corporation, county, and district charged with redistricting under this section.

In addition, [Second Substitute Senate Bill 5287](#), effective July 2019, added a further responsibility in RCW [44.05.140](#) for the Redistricting Commission to relocate individuals in state custody to their last known residence for purposes of the statewide redistricting plan adopted by the Redistricting Commission. Please see RCW 29A.76.010 for information about data relevant to local redistricting.

With this letter, the Redistricting Commission provides you with links to redistricting data as received from the Census Bureau, as well as with the redistricting data adjusted per RCW [44.05.140](#).

All files can be found on the website of the Washington Office of Financial Management under the Redistricting Data (Public Law 94-171) accordion section at <https://ofm.wa.gov/census2020releases>.

At the bottom of this section, there is a link to the adjusted Census data per RCW 44.05.140. The same page also contains a clickable accordion section that will take you to the Census Bureau's 2020 Tiger/Line Shapefiles as of January 1, 2020.

If the Redistricting Commission can be of any help or answer any questions, please don't hesitate to contact me or Public Outreach Coordinator Daniel Pailthorp (Daniel.pailthorp@redistricting.wa.gov).

With best regards,

A handwritten signature in blue ink, appearing to read "Lisa C. McLean". The signature is stylized and written in a cursive-like font.

Lisa C. McLean
Executive Director

October 20, 2021

To: City Council, City Of Wenatchee, Washington
From: William S. Cooper, Redistricting Consultant

Dear Council Members,

I was asked to determine whether the current City Council 5-district election plan meets one-person, one-vote requirements under the 2020 Census.

I met with the Redistricting Committee in the spring of 2016, as the City was contemplating a shift from at-large elections to districts. I then developed the election plan that has been in place since 2018.

I examined the current 5-district district plan based on both the 2020 U.S. Census PL94-171 Redistricting dataset and the prison-adjusted 2020 dataset released by the State of Washington. Under both datasets, all five election districts are within +/-5% deviation and therefore the plan is not malapportioned.

I have attached the district-by-district 2020 population counts.

Accordingly, in my opinion, at this time there is no need to redistrict. Of course, should the City decide to annex additional territory at some point this decade, a technical adjustment could be necessary.

Should you need additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "William S. Cooper". The signature is written in a cursive style with a large initial "W".

William S. Cooper

P.O. Box 16066
Bristol, VA.24209
276-669-8567
bcooper@msn.com

8/31_Draft

Population Summary Report

Wenatchee, WA – City Council 2018 Plan -- 2020 Census

District	Population	Deviation	% Deviation	Latino	% Latino	NH White	% NH White	2020 Prison-Adjusted Pop.	Deviation	% Deviation
1	6949	-153	-2.15%	4339	62.44%	2264	32.58%	6975	-148	-2.08%
2	6879	-223	-3.14%	2094	30.44%	4346	63.18%	6895	-228	-3.20%
3	7189	87	1.23%	1196	16.64%	5509	76.63%	7199	76	1.07%
4	7330	228	3.21%	2273	31.01%	4436	60.52%	7373	250	3.51%
5	7161	59	0.83%	1669	23.31%	4995	69.75%	7172	49	0.69%
Total	35508			11571	32.59%	21550	60.69%	35614		
Ideal District Size (5 Districts)			7102					7123		
Total Deviation			6.35%					6.71%		

District	18+_Pop	18+_Latino	% 18+_Latino	18+ NH White	% 18+ NH White
1	4801	2717	56.59%	1840	38.33%
2	5288	1330	25.15%	3627	68.59%
3	5749	752	13.08%	4660	81.06%
4	5771	1527	26.46%	3748	64.95%
5	5638	1103	19.56%	4160	73.79%
Total	27247	7429	27.27%	18035	66.19%

*William S. Cooper
P.O. Box 16066
Bristol, VA 24209
276-669-8567
bcooper@msn.com*

Summary of Redistricting Work

I have a B.A. in Economics from Davidson College in Davidson, North Carolina.

Since 1986, I have prepared proposed redistricting maps of approximately 750 jurisdictions for Section 2 litigation, Section 5 comment letters, and for use in other efforts to promote compliance with the Voting Rights Act of 1965. I have analyzed and prepared election plans in over 100 of these jurisdictions for two or more of the decennial censuses – either as part of concurrent legislative reapportionments or, retrospectively, in relation to litigation involving many of the cases listed below.

From 1986 to 2020, I have prepared election plans for Section 2 litigation in Alabama, Connecticut, Florida, Georgia, Louisiana, Maryland, Mississippi, Missouri, Montana, Nebraska, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, and Wyoming.

Post-2010 Redistricting Experience

Since the release of the 2010 Census in February 2011, I have developed statewide legislative plans on behalf of clients in nine states (Alabama, Connecticut, Florida, Georgia, Kentucky, Mississippi, South Carolina, Texas, and Virginia), as well as over 150 local redistricting plans in approximately 30 states – primarily for groups working to protect minority voting rights. In addition, I have prepared congressional plans for clients in eight states (Alabama, Florida, Georgia, Louisiana, Maryland, Ohio, Pennsylvania, South Carolina, and Virginia).

In March 2011, I was retained by the Sussex County, Virginia Board of Supervisors and the Bolivar County, Mississippi Board of Supervisors to draft new district plans based on the 2010 Census. In the summer of 2011, both counties received Section 5 preclearance from the U.S. Department of Justice (DOJ).

Also in 2011, I was retained by way of a subcontract with Olmedillo X5 LLC to assist with redistricting for the Miami-Dade County, Florida Board of Commissioners and the Miami-Dade, Florida School Board. Final plans were adopted in late 2011 following public hearings.

In the fall of 2011, I was retained by the City of Grenada, Mississippi to provide redistricting services. The ward plan I developed received DOJ preclearance in March 2012.

In 2012 and 2013, I served as a redistricting consultant to the Tunica County, Mississippi Board of Supervisors and the Claiborne County, Mississippi Board of Supervisors.

In *Montes v. City of Yakima* (E.D. Wash. Feb. 17, 2015) the court adopted, as a remedy for the Voting Rights Act Section 2 violation, a seven single-member district plan that I developed for the Latino plaintiffs. I served as the expert for the Plaintiffs in the liability and remedy phases of the case.

In *Pope v. Albany County* (N.D.N.Y. Mar. 24, 2015), the court approved, as a remedy for a Section 2 violation, a plan drawn by the defendants, creating a new Black-majority district. I served as the expert for the Plaintiffs in the liability and remedy phases of the case.

In 2016, two redistricting plans that I developed on behalf of the plaintiffs for consent decrees in Section 2 lawsuits in Georgia were adopted (*NAACP v. Fayette County, Georgia* and *NAACP v. Emanuel County, Georgia*).

In 2016, two federal courts granted summary judgment to the plaintiffs based in part on my *Gingles 1* testimony: *Navajo Nation v. San Juan County, Utah* (C.D. Utah 2016) and *NAACP v. Ferguson-Florissant School District, Missouri* (E. D. Mo. August 22, 2016).

Also in 2016, based in part on my analysis, the City of Pasco, Washington admitted to a Section 2 violation. As a result, in *Glatt v. City of Pasco* (E.D. Wash. Jan. 27, 2017), the court ordered a plan that created three Latino majority single-member districts in a 6 district, 1 at-large plan.

In 2018, I served as the redistricting consultant to the Governor Wolf interveners at the remedial stage of *League of Women Voters, et al. v. Commonwealth of Pennsylvania*.

In August 2018, the Wenatchee City Council adopted a hybrid election plan that I developed – five single-member districts with two members at-large. The Wenatchee election plan is the first plan adopted under the Washington Voting Rights Acts of 2018.

In February 2019, a federal court ruled in favor of the plaintiffs in a Section 2 case regarding Senate District 22 in Mississippi, based in part on my *Gingles 1* testimony in *Thomas v. Bryant* (S.D. Ms. Feb 16, 2019).

In the summer of 2019, I developed redistricting plans for the Grand County (Utah) Change of Form of Government Study Committee.

In the fall of 2019, a redistricting plan I developed for a consent decree involving the Jefferson County, Alabama Board of Education was adopted *Traci Jones, et al. v. Jefferson County Board of Education, et al.*

In May 2020, a federal court ruled in favor of the plaintiffs in a Section 2 case in *NAACP et al. v. East Ramapo Central School District, NY*, based in part on my *Gingles 1* testimony. In October 2020, the federal court adopted a consent decree plan I developed for elections to be held in February 2021.

In May and June of 2020, I served as a consultant to the City of Quincy, Florida – the Defendant in a Section 2 lawsuit filed by two Anglo voters (*Baroody v. City of Quincy*). The federal court for the Northern District of Florida ruled in favor of the Defendants. The Plaintiffs voluntarily dismissed the case.

In the summer of 2020, I provided technical redistricting assistance to the City of Chestertown, Maryland.

I am currently a redistricting consultant and expert for the plaintiffs in *Jayla Allen v. Waller County, Texas*. I testified remotely at trial in October 2020.

Since 2011, I have served as a redistricting and demographic consultant to the Massachusetts-based Prison Policy Initiative for a nationwide project to end prison-based gerrymandering. I have analyzed proposed and adopted election plans in about 25 states as part of my work.

In 2018 (Utah) and again in 2020 (Arizona), I have provided technical assistance to the Rural Utah Project for voter registration efforts on the Navajo Nation Reservation.

Post-2010 Demographics Experience

My trial testimony in Section 2 lawsuits usually includes presentations of U.S. Census data with charts, tables, and/or maps to demonstrate socioeconomic disparities between non-Hispanic Whites and racial or ethnic minorities.

I served as a demographic expert for plaintiffs in four state-level voting cases related to the Covid-19 pandemic (South Carolina, Alabama, and Louisiana) and state court in North Carolina.

I have also served as an expert witness on demographics in non-voting trials. For example, in an April 2017 opinion in *Stout v. Jefferson County Board of Education* (Case no.2:65-cv-00396-MHH), a school desegregation case involving the City of Gardendale,

Ala., the court made extensive reference to my testimony.

I provide technical demographic and mapping assistance to the Food Research and Action Center (FRAC) in Washington D.C and their constituent organizations around the country. Most of my work with FRAC involves the Summer Food Program and Child and Adult Care Food Program. Both programs provide nutritional assistance to school-age children who are eligible for free and reduced price meals. As part of this project, I developed an online interactive map to determine site eligibility for the two programs that has been in continuous use by community organizations and school districts around the country since 2003. The map is updated annually with new data from a Special Tabulation of the American Community Survey prepared by the U.S. Census Bureau for the Food and Nutrition Service of the U.S. Department of Agriculture.

Historical Redistricting Experience

In the 1980s and 1990s, I developed voting plans in about 400 state and local jurisdictions – primarily in the South and Rocky Mountain West. During the 2000s and 2010s, I prepared draft election plans involving about 350 state and local jurisdictions in 25 states. Most of these plans were prepared at the request of local citizens’ groups, national organizations such as the NAACP, tribal governments, and for Section 2 or Section 5 litigation.

Election plans I developed for governments in two counties – Sussex County, Virginia and Webster County, Mississippi – were adopted and precleared in 2002 by the U.S. Department of Justice. A ward plan I prepared for the City of Grenada, Mississippi was precleared in August 2005. A county supervisors’ plan I produced for Bolivar County, Mississippi was precleared in January 2006.

In August 2005, a federal court ordered the State of South Dakota to remedy a

Section 2 voting rights violation and adopt a state legislative plan I developed (*Bone Shirt v. Hazeltine*).

A county council plan I developed for Native American plaintiffs in a Section 2 lawsuit (*Blackmoon v. Charles Mix County*) was adopted by Charles Mix County, South Dakota in November 2005. A plan I drafted for Latino plaintiffs in Bethlehem, Pennsylvania (*Pennsylvania Statewide Latino Coalition v. Bethlehem Area School District*) was adopted in March 2009. Plans I developed for minority plaintiffs in Columbus County, North Carolina and Montezuma- Cortez School District in Colorado were adopted in 2009.

Since 1986, I have testified at trial as an expert witness on redistricting and demographics in federal courts in the following voting rights cases (approximate most recent testimony dates are in parentheses). I also filed declarations and was deposed in most of these cases.

Alabama

Chestnut v Merrill (2019)
Alabama State Conference of the NAACP v. Alabama (2018)
Alabama Legislative Black Caucus et al. v. Alabama et al. (2013)

Colorado

Cuthair v. Montezuma-Cortez School Board (1997)

Florida

Baroody v. City of Quincy (2020)

Georgia

Cofield v. City of LaGrange (1996)
Love v. Deal (1995)
Askew v. City of Rome (1995)
Woodard v. Lumber City (1989)

Louisiana

Terrebonne Parish NAACP v. Jindal, et al. (2017)
Wilson v. Town of St. Francisville (1996)
Reno v. Bossier Parish (1995)
Knight v. McKeithen (1994)

Maryland

Cane v. Worcester County (1994)

Mississippi

Thomas v. Bryant (2019)
Fairley v. Hattiesburg (2014)
Boddie v. Cleveland School District (2010)
Fairley v. Hattiesburg (2008)
Boddie v. Cleveland (2003)
Jamison v. City of Tupelo (2006)
Smith v. Clark (2002)
NAACP v. Fordice (1999)
Addy v Newton County (1995)
Ewing v. Monroe County (1995)
Gunn v. Chickasaw County (1995)
Nichols v. Okolona (1995)

Montana

Old Person v. Brown (on remand) (2001)
Old Person v. Cooney (1998)

Missouri

Missouri NAACP v. Ferguson-Florissant School District (2016)

Nebraska

Stabler v. Thurston County (1995)

New York

NAACP v. East Ramapo Central School District (2020)
Pope v. County of Albany (2015)
Arbor Hills Concerned Citizens v. Albany County (2003)

Ohio

A. Philip Randolph Institute, et al. v. Ryan (2019)

South Carolina

Smith v. Beasley (1996)

South Dakota

Bone Shirt v. Hazeltine (2004)
Cottier v. City of Martin (2004)

Tennessee

Cousins v. McWherter (1994)
Rural West Tennessee African American Affairs Council v. McWherter (1993)

Texas

Jayla Allen v. Waller County, Texas

Utah

Navajo Nation v. San Juan County (2017), brief testimony –11 declarations, 2 depositions

Virginia

Smith v. Brunswick County (1991)

Henderson v. Richmond County (1988)

McDaniel v. Mehfoud (1988)

White v. Daniel (1989)

Wyoming

Large v. Fremont County (2007)

In addition, I have filed expert declarations or been deposed in the following cases that did not require trial testimony. The dates listed indicate the deposition date or date of last declaration or supplemental declaration:

Alabama

People First of Alabama v. Merrill (2020), Covid-19 demographics only

Alabama State NAACP v. City of Pleasant Grove (2019)

James v. Jefferson County Board of Education (2019)

Voketz v. City of Decatur (2018)

Arkansas

Mays v. Thurston (2020)-- Covid-19 demographics only)

Connecticut

NAACP v. Merrill (2020)

Florida

Calvin v. Jefferson County (2016)

Thompson v. Glades County (2001)

Johnson v. DeSoto County (1999)

Burton v. City of Belle Glade (1997)

Georgia

Dwight v. Kemp (2018)

Georgia NAACP et al. v. Gwinnett County, GA (2018)

Georgia State Conference NAACP et al v. Georgia (2018)

Georgia State Conference NAACP, et al. v. Fayette County (2015)

Knighton v. Dougherty County (2002)

Johnson v. Miller (1998)

Jones v. Cook County (1993)

Kentucky

Herbert v. Kentucky State Board of Elections (2013)

Louisiana

Power Coalition for Equity and Justice v. Edwards (2020), Covid-19 demographics only

Johnson v. Ardoin (2019)

NAACP v. St. Landry Parish Council (2005)

Prejean v. Foster (1998)

Rodney v. McKeithen (1993)

Maryland

Benisek v. Lamone (2017)

Fletcher v. Lamone (2011)

Mississippi

Partee v. Coahoma County (2015)

Figgs v. Quitman County (2015)

West v. Natchez (2015)

Williams v. Bolivar County (2005)

Houston v. Lafayette County (2002)

Clark v. Calhoun County (on remand)(1993)

Teague v. Attala County (on remand)(1993)

Wilson v. Clarksdale (1992)

Stanfield v. Lee County(1991)

Montana

Alden v. Rosebud County (2000)

North Carolina

Lewis v. Alamance County (1991)

Gause v. Brunswick County (1992)

Webster v. Person County (1992)

Rhode Island

Davidson v. City of Cranston (2015)

South Carolina

Thomas v. Andino (2020), Covid-19 demographics only

Vander Linden v. Campbell (1996)

South Dakota

Kirkie v. Buffalo County (2004)

Emery v. Hunt (1999)

Tennessee

NAACP v. Frost, et al. (2003)

Virginia

Moon v. Beyer (1990)

Washington

Glatt v. City of Pasco (2016)

Montes v. City of Yakima (2014)

###



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Jake Lewing, Project Engineer
Public Works

MEETING DATE: October 28, 2021

I. SUBJECT

City Project 2110 – 2022 Pavement Preservation
Authorization to Negotiate

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to negotiate with KPG for design services for the 2022 Pavement Preservation (Project No. 2110) and further authorize the Mayor to sign a contract on behalf of the City.

III. OVERVIEW

The purpose of the City of Wenatchee's Pavement Management Program (PMP) is to extend the life of its pavements and cut down on major repair costs. The City has implemented a multi-year program to apply maintenance and preservation treatments to selected streets and improve the overall condition of its pavement network.

The PMP has identified approximately 3.5 miles of proposed streets for a 2022 preservation project based on the pavement condition and available budget. The selected streets have an average Pavement Condition Index (PCI) rating of 58 and consist primarily of arterial and collector roads with existing curb and gutter, sidewalks, curb ramps, and driveways located along their limits. The intent of the project is to provide preservation treatments consisting of thin HMA overlays or inlays and upgrade pedestrian facilities to current ADA standards as required. The project will include performing site explorations to determine existing pavement thicknesses, current ADA accessibility compliance, and right-of-way/easement needs to construct necessary improvements.

A request for qualifications was issued September 14, 2021 and five proposals were received on October 6, 2021. City staff has determined KPG to be most qualified, based on qualifications submitted, to perform engineering services for this project. Other firms that proposed on the project included: RH2 Engineering, LDC, Perteet, and Gray & Osborne, inc.

The selection process was conducted in accordance with Chapter 39.80 RCW – Contracts for Architectural and Engineering Services.

IV. FISCAL IMPACT

The project budget was approved by the Finance Committee and City Council on September 23, 2021 (see attached).

V. PROPOSED PROJECT SCHEDULE

The project is scheduled for construction in 2022. Preliminary engineering will take place throughout the rest of 2021 and early 2022.

VI. REFERENCE(S)

1. Project Budget

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director
Rob Jammerman, Public Works Director
Gary Owen, City Engineer
Jacob Huylar, Engineering Services Manager



Capital Project Budget

Date: September 7, 2021 Project Number: 2110

Project Name: 2022 Pavement Preservation Dept/Category: Public Works - Street Project

Project Description:
Overlay various city streets as identified by the city's Streetsaver Pavement Management Program.

Project Lead:	Jake Lewing	Start Year:	2021
Assigned Department:	Engineering	End Year:	2022
Original Project Budget:	\$2,489,000	Total City Funding:	\$2,489,000
Budget Amendment:		Other Funding:	

Project Notes:
This is a new project budget.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2021	2022	2023+	
Design Engineering	380,000			285,000	95,000		380,000
Right of Way Acquisition							
Construction Contract	1,900,000				1,900,000		1,900,000
Construction Engineering	190,000				190,000		190,000
Art Fund	19,000				19,000		19,000
Total Project Expenditures	2,489,000			285,000	2,204,000		2,489,000

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2021	2022	2023+	
Fund:	111 - Street Overlay	1,339,000			285,000	1,054,000		1,339,000
Fund:	119 - TBD	1,150,000				1,150,000		1,150,000
Fund:								
Fund:								
Fund:								
GRANTS:								
Total Project Revenues		2,489,000			285,000	2,204,000		2,489,000

Approved by City Council: September 23, 2021
Date



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Steve Crown, Police Chief
Wenatchee Police Department

MEETING DATE: October 28, 2021

I. SUBJECT

Ordinance repeals and amendments to the Wenatchee City Code (WCC) by the Wenatchee City Attorney.

II. ACTION REQUESTED

Staff recommends the City Council approve and authorize the Mayor's signature for Ordinance No. 2021-23 repealing WCC 1.08.050 relating to police judge and police court.

Staff recommends the City Council approve and authorize the Mayor's signature for Ordinance No. 2021-24 amending WCC 1.12.020 relating to appointive offices, WCC 1.12.040 relating to the chief of police duties, WCC 1.12.050 bonding of specified employees, and WCC 1.12.060 relating to the chief of police accounting for monies.

Staff recommends the City Council approve and authorize the Mayor's signature for Ordinance No. 2021-25 amending Chapter 1.32 WCC relating to Unclaimed – Confiscated Property.

Staff recommends the City Council approve and authorize the Mayor's signature for Ordinance No. 2021-26 repealing Chapter 1.60 WCC relating to Police Reserve Officers Retirement and Pension Plan.

III. OVERVIEW

These amendments and appeals are recommended to address outdated codes that have been predominately addressed in state statute or are no longer relevant for operations in the City of Wenatchee.

IV. FISCAL IMPACT

None.

V. REFERENCE(S)

1. Ordinances 2021-23, 2021-24, 2021-25, and 2021-26.

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director
Steve Smith, Wenatchee City Attorney

ORDINANCE NO. 2021-23

AN ORDINANCE, repealing WCC 1.08.050 relating to police judge and police court.

WHEREAS, the City no longer utilizes a police court or a police judge;
and

WHEREAS, it would be in the best interest of the health, safety and welfare of the public to repeal code provisions related to police court and police judge.

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

SECTION I

That said portion of Ordinance No. 1330, Section 10, codified at WCC 1.08.050 “Police Judge – Court – Statutory Powers, Duties” shall be and hereby is repealed.

SECTION II

This Ordinance shall take effect thirty (30) days from and after its passage, approval and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof, this ____ day of October, 2021.

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney

ORDINANCE NO. 2021-24

AN ORDINANCE, amending WCC 1.12.020 relating to appointive offices, WCC 1.12.040 relating to the chief of police duties, WCC 1.12.050 bonding of specified employees, and WCC 1.12.060 relating to the chief of police accounting for monies.

WHEREAS, it would be in the best interest of the health, safety and welfare of the public to amend code provisions related to the chief of police duties to bring them up to date.

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

SECTION I

That said portion of Ordinance No. 463, Section 1, and Ordinance No. 2665, Section 10, codified at WCC 1.12.020 “Certain offices – Established” shall be and hereby is amended to read as follows:

“Certain offices-Established

The following appointive offices of the city of Wenatchee be and the same are created: City Clerk, Chief of Police, City Engineer, Executive Services Director, Finance Director, Human Resources Director, Information Services Director, Planning Director, Parks and Recreation Director, and Public Works Director.”

SECTION II

That said portion of Ordinance No. 87, Section 2, codified at WCC 1.12.040 “City employees – Chief of police – Duties” shall be and hereby is amended to read as follows:

“Chief of Police and Police Department.

The department of police shall be under the direction and control of the chief of police subject to the direction of the mayor. Any police officer may pursue and arrest violators of city ordinances beyond the city limits.

Every citizen shall lend the police chief aid, when required, for the arrest of offenders and maintenance of public order. With the concurrence of the mayor, the police chief may appoint additional police officers to serve for one (1) day only under orders of the chief in the preservation of public order.

The police chief shall have the same authority of that conferred upon sheriffs for the suppression of any riot, public tumult, disturbance of the peace, or resistance against the laws or the public authorities in the lawful exercise of their functions and shall be entitled to the same protection.”

SECTION II

That said portion of Ordinance No. 87, Section 4, codified at WCC

1.12.050 “City employees – Chief of police – Bond” shall be and hereby is amended to read as follows:

“City employees – Bond.

The chief of police, finance director and city clerk shall be required to enter into a bond payable to the city of Wenatchee in the sum of \$1,000 for the faithful performance of their duties. Such bonds to be provided and paid for by the city of Wenatchee.”

SECTION III

That said portion of Ordinance No. 87, Section 5, codified at WCC

1.12.060 “City employees – Chief of police – Moneys – Accounting for” shall be and hereby is repealed.

SECTION IV

This Ordinance shall take effect thirty (30) days from and after its passage, approval and publication as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF
WENATCHEE** at a regular meeting thereof, this ____ day of October, 2021.

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney

ORDINANCE NO. 2021-25

AN ORDINANCE, amending Chapter 1.32 WCC relating to Unclaimed – Confiscated Property.

WHEREAS, it would be in the best interest of the health, safety and welfare of the public to amend the City code relating to unclaimed and confiscated property.

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

SECTION I

WCC Section 1.32.040 “Beer kegs – Storage and handling fees” shall be repealed and replaced with the following:

“1.32.040 Lost and Found Property.

The following sections of the Revised Code of Washington (RCW), as it now exists or as it may be hereafter amended, are hereby adopted by reference as part of this Chapter in all respects as though such sections were set forth in full: RCW 63.21.010, 63.21.020, 63.21.030, 63.21.040, 63.21.050, 63.21.060, 63.21.070, 63.21.080, and 63.21.090.”

SECTION II

If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall have no effect on any other section, sentence, clause or phrase of this Ordinance.

SECTION III

This Ordinance shall take effect thirty (30) days from and after its passage, approval and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof, this ____ day of October, 2021.

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney

ORDINANCE NO. 2021-26

AN ORDINANCE, repealing Chapter 1.60 WCC relating to Police Reserve Officers Retirement and Pension Plan.

WHEREAS, the City no longer maintains its reserve police officer program; and

WHEREAS, it would be in the best interest of the health, safety and welfare of the public to repeal code provisions related to the police reserve officers retirement and pension plan.

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

SECTION I

That said portion of Ordinance No. 3161, Section I, and Ordinance No. 2011-10, Section I, codified at Chapter 1.60 WCC “Police Reserve Officers Retirement and Pension Plan” shall be and hereby is repealed in its entirety.

SECTION II

This Ordinance shall take effect thirty (30) days from and after its passage, approval and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof, this ____ day of October, 2021.

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney