



**WENATCHEE CITY COUNCIL**  
**Thursday, February 10, 2022**  
Wenatchee City Hall Council Chambers  
301 Yakima Street, 2<sup>nd</sup> Floor  
Wenatchee, WA 98801  
**AGENDA**

*"To create community through responsive leadership and services for the citizens and visitors of the Apple Capital of the World."*

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 #201933 through #201989 in the amount of \$1,088,537.41 for January 20, 2022  
Wires #1546 through #1548 in the amount of \$48,213.16 for January 25, 2022  
Claim checks #201990 through #202028 in the amount of \$428,098.92 for January 27, 2022  
Payroll distribution (retirees) in the amount of \$13,046.80 for January 31, 2022  
Claim checks #202029 through #202040 in the amount of \$14,995.25 for January 31, 2022  
Benefits/deductions in the amount of \$958,353.48 for January 31, 2022  
Claim checks #202054 through #202111 in the amount of \$542,012.73 for February 3, 2022  
Payroll distribution in the amount of \$546,925.92 for February 4, 2022

#### **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.** Lincoln Park Change Order No. 1

Presented by Parks, Recreation & Cultural Services Director David Erickson

**Action Requested:** *Motion for City Council to approve Change Order No. 1 with KRCl in the amount of \$160,728.00 for the Lincoln Park Project.*

**B.** Columbia River Drug Task Force (CRDTF) Interlocal Agreement

Presented by Police Captain Brian Chance

**Action Requested:** *Motion for City Council to approve and authorize the Mayor to sign the Interlocal Agreement.*

**C.** Reappointment to Tourism Promotion Area Board

Presented by Executive Services Director Laura Merrill

**Action Requested:** *Motion for City Council to approve Resolution No. 2022-05 reappointing Freyda Stephens to the Tourism Promotion Area Board for a three-year term ending December 31, 2024.*

#### 5. Reports

a. Mayor's Report

b. Reports/New Business of Council Committees

#### 6. Announcements

#### 7. Adjournment



**WENATCHEE CITY COUNCIL**  
**Thursday, January 27, 2022**  
Wenatchee City Hall Council Chambers  
301 Yakima Street, 2<sup>nd</sup> Floor  
Wenatchee, WA 98801  
**MINUTES**

**DRAFT**

**Present:** Mayor Frank Kuntz; Councilmember Position 1 Jose Cuevas, Councilmember Position 2 Mike Poirier; Councilmember Position 3 Top Rojanasthien; Councilmember Position 4 Travis Hornby; Councilmember Position 5 Mark Kulaas (via phone); 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; Finance Director Brad Posenjak; Public Works Director Rob Jammerman; Engineering Services Manager Jacob Huylar; Senior Engineer-Utilities Jeremy Hoover; Community Development Director Glen DeVries; Facilities Manager Elisa Webb; Operations Manager Aaron Kelly

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

**1. Call to Order, Pledge of Allegiance, and Roll Call**

Mayor Frank J. Kuntz called the meeting to order at 5:15 p.m. Councilmember Linda Herald led the Pledge of Allegiance. All Councilmembers were present with Councilmembers Huffaker and Kulaas participating via phone.

**2. Consent Items:**

*Motion by Councilmember Mike Poirier to approve agenda, vouchers, and minutes from previous meetings. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).*

**3. Citizen Requests/Comments. None.**

**4. Presentation.**

- Heart Month Proclamation read by Councilmember Jose Cuevas.

**5. Action Items**

- A. City Project 1912 – South Miller Street/Montana Street Pedestrian Crossing – Final Acceptance

Engineering Services Manager Jacob Huylar and City Attorney Steve Smith provided a “Capital Project Procedure” handout and provided an overview of the city’s contracting process. Approvals for final contract vouchers are typically on the consent agenda, but the Mayor asked for an overview as a refresher for the Council. Huylar then presented the staff report for this agenda item.

*Motion by Councilmember Linda Herald for City Council to accept the work performed by the contractor, JM Pacific Construction, Inc. on City Project No. 1912, South Miller Street/Montana Street Pedestrian Crossing, and further authorize the Mayor to sign the Final Contract Voucher. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).*

- B. Wastewater Treatment Plant Digester #4 - Project No. 1810; Construction Inspection Contract with HDR Engineering, Inc.

Senior Engineer-Utilities Jeremy Hoover presented the staff report. Council asked questions.

*Motion by Councilmember Travis Hornby for City Council to authorize the Mayor to negotiate and sign a contract on behalf of the City with HDR Engineering, Inc. for Construction Inspection services for the Wastewater Treatment Plant Digester #4 - Project No. 1810. Councilmember Top Rojanasthien seconded the motion. Motion carried (7-0).*

- C. Resolution to update the Financial Policy and Procedure Manual

Finance Director Brad Posenjak presented the staff report. Council asked questions.

*Motion by Councilmember Top Rojanasthien for City Council to approve Resolution No. 2022-04, adopting an amended and restated Financial Policy and Procedure Manual. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).*

- D. Remove outdated WCC Chapter 1.34 – Disposal of Surplus Personal Property

Finance Director Brad Posenjak presented the staff report.

*Motion by Councilmember Linda Herald for City Council to adopt Ordinance No. 2022-01, repealing Chapter 1.34 WCC “Disposal of Surplus Property.” Councilmember Mike Poirier seconded the motion. Motion carried (7-0).*

- E. Wenatchee City Hall Redevelopment Project No. 1716 – Change Order No. 7

Facilities Manager Elisa Schafer provided an update on the project and presented the staff report. Council asked questions.

Motion by Councilmember Mike Poirier for City Council to approve the contract change order with TW Clark Construction, LLC, in the amount of \$320,511.00 plus Washington State sales tax, and authorize the Mayor's signature. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

F. Second Addendum to Temporary Water Right Mitigation Agreement

Public Works Director Rob Jammerman presented the staff report. The Mayor commented and provided additional information.

Motion by Councilmember Linda Herald for City Council to approve the Second Addendum to Temporary Water Right Mitigation with Crown Columbia Water Resources, LLC and authorize the Mayor's signature on the agreement and the 2022 Seasonal Change Application. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

## 6. Reports

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

- (1) The Mayor provided information in response to emails received regarding Grace Lutheran Church's proposed homeless shelter. He has returned some emails and has explained that the church has a legal right to develop tiny homes/cottages on their property. From the city perspective this is a residential permitting issue. Community Development Director Glen DeVries added that there are design standards to meet under city code. The church did inquire about a shelter located within the church building and he indicated that would require a Conditional Use Permit which would go through the Hearings Examiner process. Councilmember Keith Huffaker brought up his concern about subletting (the Mayor commented that city does not get involved in private property issues but that would possibly become a code enforcement issue under the city code as it relates to short-term rentals).
- (2) The Mayor met with the Museum about their building redesign project.
- (3) He met with staff regarding available federal infrastructure dollars and applying for funding for the Confluence Parkway bridge.
- (4) He presented the Social Justice Awards this past week to Pinnacles Prep and Elvis Garcia.
- (5) Senator Hawkins reached out about the city pool issues and he encouraged the city to apply for funding.

(6) Executive Services Director Laura Merrill added that there is a vacancy on the Planning Commission.

b. Reports/New Business of Council Committees

(1) Councilmember Herald reported that she attended the online City Action Days today. The Governor spoke about housing and she also attended an overview of the current legislative bills being considered this session. She found it very educational and encouraged everyone to reach out to their representative on any topics that interest them. She also attended the first quarterly meeting of the Columbia River Homeless Housing Task Force.

(2) Councilmember Cuevas reported that he attended the LEOFF 1 Disability Board meeting on Monday. He met with Commissioner Overbay about the South Mission and Terminal Streets intersection and Commissioner Overbay said he will bring the concerns to his Public Works Department to see what can be done. Councilmember Cuevas also added that he has a tour with Pinnacles Prep tomorrow.

(3) Councilmember Rojanasthien attended the chamber meeting this week – they are continuing their executive director search; they reviewed current legislative bills; and found out some interesting information that there is little inventory for new cars and prices are very inflated for used cars. He also attended the LTAC/TPA meeting and the Chelan Douglas Health District Board meeting.

(4) Councilmember Hornby reported that he, Executive Services Director Laura Merrill and Public Works Director Rob Jammerman met with Tesla representatives who are looking at a location for 12 supercharging stations in Wenatchee. He also attended the Rivercom Board meeting, toured Rivercom, and met with their Executive Director.

**7. Announcements.** None.

**8. Adjournment.** With no further business, the meeting adjourned at 6:15 p.m.

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Frank J. Kuntz, Mayor

Attest:

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Tammy L. Stanger, City Clerk



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** February 10, 2022

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**I. SUBJECT**

Lincoln Park Construction Change Order Number One

**II. ACTION REQUESTED**

Motion to approve change order number 1 with KRCl in the amount of \$160,728.00 for the Lincoln Park Project.

**III. OVERVIEW**

Through the design process the pump park element of the Lincoln Park Project was changed from a dirt area to paved to reduce long term maintenance and increase the ability of it to be a multi-use amenity. Through the project bidding process, the paving was included as an alternate bid item as the original grant called for a dirt park.

Change order number 1 is a housekeeping item to add the paving of the pump park back into the project as planned and as was presented during the construction contract award discussion in January.

**IV. FISCAL IMPACT**

\$160,728.00 and was included in the construction cost estimate.

**V. PROPOSED PROJECT SCHEDULE**

This item is included with the construction of the rest of the park.

**VI. REFERENCE(S)**

**VII. ADMINISTRATIVE ROUTING**

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



# CHANGE ORDER

<b>CONTRACT NO.</b> 18-1250	<b>PROJECT NAME</b> Lincoln Park Renovation	<b>DATE</b> 1/28/2022
<b>CHANGE ORDER NO.</b> 1	<b>CHANGE ORDER DESCRIPTION</b> Pump park paving and drainage	
<b>CONTRACTOR</b> KRCI, LLC		

Change requested by Owner

**CHANGE ORDER DETAILS**

This change order creates one (1) new construction bid item associated with paving the dirt pump park and associated storm drainage installation beyond the awarded construction contract amount. The new bid item numbered below shall be paid at the agreed Lump Sum amount of:

Bid Item #A5 – Pump Park Paving and Drainage - \$148,000



Contractor pricing for bid item was based on bid proposal amount announced at the project's bid opening. The City has agreed to the Contractor's price for the bid item.

This change order will not affect the contracted number of working days.

<b>APPROVED BY (Verbal)</b> Charlotte Mitchell	<b>APPROVAL DATE (Verbal)</b> 1/20/2022	<b>WORKING DAYS +/-</b> 0
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<b>ORIGINAL CONTRACT</b> \$2,580,045.50	<b>CURRENT CONTRACT</b> \$2,580,045.50	<b>NET CHANGE</b> \$160,728.00	<b>CONTRACT AMOUNT</b> \$2,740,773.50
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**CHANGE ORDER APPROVALS**

 _____ Engineer	<u>1/31/22</u> _____ Date
 _____ Contractor	<u>1-31-22</u> _____ Date
_____ Owner	_____ Date
_____ Other Approval (if required)	_____ Date





## CITY COUNCIL AGENDA REPORT

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

**FROM:** Brian Chance, Captain  
Wenatchee PD

**MEETING DATE:** February 10, 2022

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**I. SUBJECT**

Columbia River Drug Task Force (CRDTF) ILA

**II. ACTION REQUESTED**

City Council to authorize Mayor Kuntz to affix signature to the ILA

**III. OVERVIEW**

Update to CRDTF ILA with expanded mission to include quality of life issues and community education throughout Chelan and Douglas Counties. WPD will take over operational supervision of the CRDTF. Our initial personnel commitment is one sergeant and three detectives/agents, with plan to roll back to two detectives/agents by mid 2022. We will also be providing one patrol vehicle (on ER&R) for CRDTF use.

**IV. FISCAL IMPACT**

At this time, no additional budget authority is requested. Chelan County will continue to be the parent agency, managing finances of the unit.

**V. REFERENCE(S)**

CRDTF ILA  
Attachment A  
Appendix A

**VI. ADMINISTRATIVE ROUTING**

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

## **INTERLOCAL COOPERATIVE AGREEMENT COLUMBIA RIVER DRUG TASK FORCE**

### **I. Parties**

The Parties to this Agreement are the City of Wenatchee, County of Chelan, City of East Wenatchee, and County of Douglas; each of which is a municipal corporation or legal Party operating under the laws and in the State of Washington.

### **II. Authority**

This Agreement is entered into pursuant to Chapter 39.34 RCW.

### **III. Purpose**

The Parties hereto desire to establish and maintain a multi-jurisdictional narcotic, street crimes, quality of life, community education, gang control program and task force.

### **IV. Formation**

There is hereby established a multi-jurisdictional narcotics and gang task force to be hereafter known as the “Columbia River Drug Task Force” consisting of the City of Wenatchee, County of Chelan, City of East Wenatchee, and County of Douglas as members thereof. This special investigations unit or task force will be created to operate within Chelan County, City of Wenatchee, City of East Wenatchee, and Douglas County. As special needs arise, it may be necessary to request personnel be assigned from Federal or State law enforcement and/or support agencies, neighboring task forces, and the Washington State Patrol, at the discretion of the Task Force Commander.

### **V. Duration**

In September of each year, the Parties shall review the objectives, operation, and effectiveness of the task force and make any changes to this Agreement deemed necessary by the Parties. Notwithstanding the above, any Party may withdraw from the task force and terminate the Party’s participation in the Agreement upon giving all other Parties thirty (30) days written notice.

VI. **Governance**

The affairs of the agency shall be governed by an executive board composed of six members. Such members shall be the Chief of Police of the City of Wenatchee, the Chelan County Sheriff, the Chelan County Prosecuting Attorney, the Chief of Police of the City of East Wenatchee, Douglas County Sheriff, and the Douglas County Prosecuting attorney, or his/her designee in the case of the member's disability or absence. Each member of the executive board shall have an equal vote and voice on all executive board decisions. Unless otherwise provided, Roberts Revised Rules of Order shall govern all procedural matters relating to the business of the executive board.

The presiding officer (Chair) shall be elected by the executive board members, together with such other officers as a majority of the executive board may determine.

There shall be monthly meetings of the executive board, and no less than fifteen (15) days notice shall be given to all members prior to such meeting. Meetings shall be held on a date and time to be determined by the executive board. At each meeting, the executive board shall review the budget and financial reports. The chair may call extra sessions as necessary, upon a minimum of 72 hours notice. When the executive board votes on any matter, a simple majority of those present shall be required for passage. A quorum of three must be present at each meeting for any actions to be valid.

The lead agency shall be selected by a majority vote of the executive board. The executive board further understands and agrees that a selected agency is required to create a Sergeant's position to avoid any supplanting as prohibited by state and federal regulations. The County of Chelan is currently the lead agency and may be changed by majority vote. Any agency elected by majority vote to be the lead agency can decline as the lead agency.

In emergency situations, the chair may conduct a telephone or email poll of executive board members to resolve any issues.

The executive board may develop written by-laws, regulations, and operations procedures to carry out the terms of this Agreement.

VII. **Staff**

The lead agency shall be responsible for informing the executive board on all matters relating to the function, expenditures, accomplishments, and problems of the task force. The lead agency shall ensure that written reports are prepared and presented to the executive board during task force meetings. These reports should cover actions, progress, and finances of the task force. In addition, the lead agency shall be responsible for ensuring that all proposed budgets, rules, procedures, regulations, and by-laws revisions thereto are presented to the executive board for approval.

Each Party shall contribute at least one investigative officer to be assigned to the task force. The personnel assigned to the unit shall be considered an employee of the contributing Party. All rights, duties, and obligations of the employer and the employee shall remain with the individual Party. Each Party shall hold harmless, defend, and indemnify the task force in any action involving the task force activities arising from said Party's sole negligence, including payment of all attorney fees and costs. In the event of negligence of more than one Party, each Party shall be responsible for its proportionate share of damages and/or other award attributable to the Party.

In the event of negligence or other wrongful acts asserted against more than one Party in a lawsuit, any damages awarded shall be levied in proportion to the percentage of the fault attributable to each Party as determined in a separate proceeding with the same trial judge that presided over the main lawsuit. It being further agreed by the Parties to reserve their cross-claim until after the main issue of liability has been resolved.

In the event of negligence or other wrongful acts asserted against more than one Party which is resolved prior to the commencement of a lawsuit, and should the Parties involved in such claims fail to agree among themselves as to the apportionment of fault, then the Parties involved agree to use binding arbitration for the determination of each Party's fault, if any, as specified hereinafter (Section XI, Arbitration).

The Parties hereby covenant to use their best efforts to maintain a united defense to any claims made against the task force and to meet and negotiate in good faith as soon as practicable after notice of any claim or action for the purpose of determining how to proceed in such defense. The Parties hereto shall select by majority decision a spokesperson for all information to be released to the public.

VIII. **Contribution**

Each Party will contribute as set forth in the budget approved by the executive

board, and as approved by the governing boards of Chelan County, City of Wenatchee, City of East Wenatchee, and Douglas County.

The executive board chair shall be responsible for the accounting of and for task force expenditures.

Assets will remain with the task force in accordance with RCW 69.50.505 on Seizures and Forfeitures. The unit may purchase information and establish drug buy funds. These funds shall serve as a basis for enforcement work. Strict accounting of all evidence and funds shall be required, which shall be accomplished in compliance with all Federal, State, and local laws for such.

The Chelan County Sheriff's Office will be responsible for all grant reimbursement collections and distribution from Federal, State, and local agencies. Grant distributions to Parties will be according to Attachment A, "Basis for Grant Distribution."

**IX. Termination**

Termination shall be in accordance with those procedures set forth in prior sections. The value of the assets, including forfeited assets minus the percentage owed to the Washington State Treasurer's Office, of the task force shall be determined by using commonly accepted methods of valuation. Assets that are not fixtures may be purchased by any participating Party at the asset's fair market value upon termination. If two or more participating Parties desire an asset, then an auction shall take place for that asset. Any real estate, fixtures, or structures owned by the task force may be purchased by participating Parties. If more than one Party desires to purchase the realty and structures, then an auction shall take place. Two or more participating Parties may join in any purchase. Any property not sold shall be declared surplus to the executive board and disposed of pursuant to State law for disposition of surplus property.

The proceeds from the sale or disposition of the property of the task force, after payment of any and all costs of sale or debts of the agency, shall be distributed to those Parties remaining in the task force at the time of dissolution in proportion to the city's or county's percentage of participation, performance, and overall contribution to the task force as of the date of dissolution.

Any termination agreement shall be in compliance with Washington State Department of Commerce policies.

**X. Compliance with the Law**

The task force shall comply with all Federal, State, and local laws affecting the task force.

XI. **Arbitration**

Any dispute between the Parties concerning the application of or violation of the express terms of this Agreement shall be resolved through arbitration. For purposes of arbitration, each Party shall attempt to agree on a neutral arbitrator. If the Parties cannot agree on an arbitrator, they will request a list of no less than five arbitrators from the American Arbitration Association. The Parties shall then alternately strike names to pick an arbitrator (first strike shall be determined by the toss of a coin). The arbitrator shall be requested to render his or her decision within thirty (30) days of the close of the hearing or receipt of post-hearing briefs.

The arbitrator's award will be final and binding on all Parties, provided however, that no authority is granted to the arbitrator to alter, modify, add to or delete any terms of this Agreement.

The arbitrator's fees and expenses shall be paid by the losing Party. Each Party shall be responsible for payment of all fees and expenses related to the presentation of this case.

The arbitrator shall be governed by the statutes of the State of Washington and court decisions governing such procedures.

XII. **Filing**

Upon execution hereof, this Agreement shall be filed with the City Clerk of the City of Wenatchee, City Clerk of the City of East Wenatchee, the Chief Civil Deputy for Chelan County Sheriff's Office, and the Administrative Assistant for Douglas County Sheriff's Office.

XIII. **Severability**

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

XIV. **Municipal Authorization**

This Agreement shall be executed on behalf of each participating Party by its duly authorized representative and pursuant to an appropriate motion, resolution, directive, or ordinance of each participating Party. This Agreement shall be deemed adopted upon the date of execution by the last so authorized representative.

XV. **Alterations**

This Agreement may be modified, amended, or altered by agreement of all participating Parties, and such alteration, amendment, or modification shall be effective when reduced to writing and executed in a manner provided for in paragraph XIV above.

XVI. **Records**

The task force and/or the lead agency shall maintain all business records related to the task force. Upon dissolution of the task force, such records shall be kept and maintained by the lead agency. These records shall be available for full inspection and copying by each participating Party.

All original reports, statements, and other documentation shall be filed and maintained by the lead agency.

Copies of all case files shall be made available to the venue agency and/or the employing agency.

Property and evidence shall be maintained by the lead agency.

**CHELAN COUNTY**

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

**BOARD OF CHELAN COUNTY COMMISSIONERS**

\_\_\_\_\_  
KEVIN OVERBAY, COMMISSIONER

ATTEST: CARLYE BAITY

\_\_\_\_\_  
BOB BUGERT, COMMISSIONER

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
TIFFANY GERING, COMMISSIONER

APPROVED AS TO FORM:

\_\_\_\_\_  
ROBERT SEALBY  
CHELAN COUNTY PROSECUTOR



**CITY OF WENATCHEE**

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

\_\_\_\_\_  
FRANK KUNTZ, MAYOR

ATTEST: TAMMY L STANGER,

\_\_\_\_\_  
City Clerk

**CITY OF EAST WENATCHEE**

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

\_\_\_\_\_  
JERRILEA CRAWFORD, MAYOR

ATTEST: MARIA HOLMAN

\_\_\_\_\_  
City Clerk

**DOUGLAS COUNTY**

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

**BOARD OF DOUGLAS COUNTY COMMISSIONERS**

\_\_\_\_\_  
DAN SUTTON, COMMISSIONER

ATTEST: TIANA ROWLAND

\_\_\_\_\_  
KYLE STEINBURG, COMMISSIONER

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
MARC STRAUB, COMMISSIONER

APPROVED AS TO FORM:

\_\_\_\_\_  
GORDON EDGAR  
DOUGLAS COUNTY PROSECUTOR

**INTERLOCAL COOPERATIVE AGREEMENT  
COLUMBIA RIVER DRUG TASK FORCE**

**BASIS FOR GRANT DISTRIBUTIONS  
ATTACHMENT A**

All Parties may request payment from grant balances at the Columbia River Drug Task Force once a quarter. At least annually, an allocation budget for grant funds will be provided to Parties, outlining their quarterly budget, using the following allocation basis:

1. Cover all salary costs for the Administrative Assistant/Analyst.
2. To the extent available, remaining grant balances will be applied ratably to salary and benefits for the employees of the Chelan County Sheriff's Office, Douglas County Sheriff's Office, Wenatchee Police Department, East Wenatchee Police Department, Chelan County Prosecuting Attorney's Office, and Douglas County Prosecuting Attorney's Office, i.e. sergeant, detectives, and prosecuting attorney(s), participating on the task force.
3. Before being eligible to ratably share in current and future grant awards, the County of Douglas shall return the equivalent of \$43,838.09 in salary and benefits for their detective assigned to the Columbia River Drug Task Force. This is the amount County of Douglas received from the Columbia River Drug Task Force account when they withdrew as a task force member in 2005.

***Supplanting Rule: Note that to avoid "Supplanting" local Parties must not apply their budgeted grant funds in a manner that requires them to spend less funds in current year on Task Force activities than they have in the past and/or have budgeted to spend if budget is higher than past expenditures. Supplanting would be a direct violation of regulations governing grant funds.***

***Amended and Accepted by Columbia River Drug Task Force Executive Board  
\_\_10/05/2021\_\_***

**APPENDIX “A”**  
**TO**  
**INTERLOCAL**  
**COOPERATIVE AGREEMENT**

In connection with that certain Interlocal Cooperative Agreement related to the Columbia River Drug Task Force dated \_\_\_\_\_, 2022 ("the Agreement"), it is agreed by and between the Parties to the Agreement as follows:

Specific roles and responsibilities of the parties shall be as follows:

- a. The CRDTF Commander shall be provided by the Chelan County Sheriff's Office, and shall serve at the management level with the primary responsibilities of oversight of operations within the task force and presenting board approved expenditures to the Chelan County Commissioners for final approval.
- b. The CRDTF Sergeant shall be provided by the Wenatchee Police Department, and shall serve as the first-line supervisor for all CRDTF personnel and supervise all day-to-day operations to include: Scheduling, employee evaluations, and training.
- c. The Records Analyst shall be provided by the Chelan County Sheriff's Office and shall maintain all records for the task force and specifically manage the asset forfeiture seizure process.

This Appendix “A” relating to the specific roles and responsibilities may be amended from time to time by and between the authorized representatives of the Parties without the formality of amending the ILA; provided, however, that any amendment to the roles and responsibilities shall be documented in subsequent appendices to the Agreement.



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** February 10, 2022

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- I. SUBJECT**  
Adoption of Resolution No. 2022-05 for the reappointment of Freyda Stephens to the Tourism Promotion Area Board through December 31, 2024
- II. ACTION REQUESTED**  
Staff recommends the City Council pass Resolution No. 2022-05 reappointing Freyda Stephens to the Tourism Promotion Area Board for a term ending December 31, 2024.
- III. OVERVIEW**  
At the regular joint meeting of the Tourism Promotion Area Board (TPA) on January 19, 2022, the TPA Board recommended reappointment of Freyda Stephens. This reappointment is for a three-year term valid through December 31, 2024.
- IV. FISCAL IMPACT**  
Not applicable.
- V. REFERENCE(S)**  
1. Resolution No. 2022-05
- VII. ADMINISTRATIVE ROUTING**  
Tammy Stanger, City Clerk  
Laura Merrill, Executive Services Director

## RESOLUTION NO. 2022-05

**A RESOLUTION,** reappointing a voting representative to the Tourism Promotion Area Board.

**WHEREAS,** Freyda Stephens has expressed an interest in being reappointed for a three-year term on the Tourism Promotion Area Board.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE** makes the following reappointment on the Tourism Promotion Area Board:

**NAME & ADDRESS**

**TERM EXPIRES**

Freyda Stephens  
Coast Wenatchee Center Hotel  
201 North Wenatchee Avenue  
Wenatchee, WA 98801

December 31, 2024

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** at a regular meeting thereof this \_\_\_\_ day of February, 2022.

CITY OF WENATCHEE, a Municipal  
Corporation

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

ATTEST:

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

APPROVED:

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



Updated 5/2012



**City of Wenatchee**  
Volunteer Commission and Board Application

**COMMISSION/BOARD INFORMATION**

Board (s) I would like to be considered for: (If more than one, please rank them in order of preference)

- |  |   |
|--|---|
| <input type="checkbox"/> Arts Commission                   | <input type="checkbox"/> Parks and Recreation Advisory Board                                    |
| <input type="checkbox"/> Planning Commission               | <input type="checkbox"/> Wenatchee Community Center Advisory Board                              |
| <input type="checkbox"/> Cemetery Advisory Board           | <input type="checkbox"/> Code Enforcement Board   |
| <input type="checkbox"/> Historic Preservation Board       | <input type="checkbox"/> Museum Board   |
| <input type="checkbox"/> Diversity Committee               | <input type="checkbox"/> Civil Service Board  |
| <input type="checkbox"/> Police Advisory Committee         | <input type="checkbox"/> Lodging Tax Advisory Committee   |
| <input checked="" type="checkbox"/> Tourism Promotion Area | <input type="checkbox"/> Greater Wenatchee Regional Events Center<br>Public Facilities District |

**APPLICANT INFORMATION**

Last Name: Stephens First Name: Freyda Initial: E  
 Mailing Address: 201 N Wenatchee Ave City: Wenatchee Zip: 98801

*Residency Requirement: Applicants must reside within the City Limits of Wenatchee  
 except the Historic Preservation Board, Wenatchee Community Center Advisory Board, Greater Wenatchee Regional Events Center Public  
 Facilities District, and the Diversity Committee*

Day Phone: 509-662-1234 Evening Phone: 509-630 1845

E-mail: Fstephens@wenatcheecenter.com Years lived in Wenatchee Valley: 18 yrs

Occupation: Hotel General Manager Years of Experience: 40 yrs

Work Address: 201 N City: Wenatchee Zip: 98801

Education and Formal Training: B/A - Fresno State College - Holiday Inn University

Have you ever been convicted of a felony or released from prison?  Yes  No

(A conviction record will not necessarily bar you from serving. Factors such as the nature and gravity of the crime, the length of time that has passed since the conviction and/or completion of any sentence, and the nature of the position for which you have applied will be considered.)

Volunteer/Community Experience:

Organization and Duties: <u>TPA member &amp; President</u>	Length of Service: <u>17 yrs</u>
Organization and Duties: <u>Wenatchee Chamber Commerce</u>	Length of Service: <u>3 yrs</u>
Organization and Duties: <u>Wenatchee Convention Visitors - President</u>	Length of Service: <u>5 yrs</u>
Organization and Duties: <u>Washington Lodging Assoc - Board</u>	Length of Service: <u>10 yrs</u>

Updated 5/2012

Experience related to the Commission/Board: I have served on Tourism & Destination Marketing Boards in California - Alaska - Seattle & Wenatchee - in several cities and state levels  
\* original member. Establishing the Tourism Promotion Board including presenting the RCW to the City

Why are you seeking this appointment? I have loved the valley since I was transferred here - then when the opportunity came to establish a TPA funding source I was anxious to be part of it in order to help the Wenatchee Valley be able to share its treasures to the rest of the state through Destination marketing

Would any conflict of interest be created as a result of your appointment?  Yes  No

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_

**REFERENCES**

Name: JERRI BARKLEY  
Address: 137 N. WENATCHEE AVE City: Wenatchee Zip: 98801  
Phone: 509-662-2116 Email: JERRI@WENATCHEE.ORG  
Occupation: Director Marketing Chamber Commerce Years known: 17+

Name: Kyle Mc Cubbin  
Address: 121 N WENATCHEE City: Wenatchee Zip: 99801  
Phone: 509-888-3642 Email: \_\_\_\_\_  
Occupation: Director Operations Wenatchee Convention Center Years known: 10 yr

Name: Charlotte Mayo  
Address: 1229 WALLA WALLA City: Wenatchee Zip: 98801  
Phone: 509-470-3091 Email: C.MAYO@THEHOTELGROUP.COM  
Occupation: General Manager - Residence Inn Years known: 15 yr

**AFFIDAVIT OF APPLICANT**

I, Inyda E Stephens, do hereby certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief. I also understand that this completed application may be made available for public inspection.

Inyda E Stephens  
(Signature)  
Date: 1/13/2022



**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