



WENATCHEE CITY COUNCIL
Thursday, July 28, 2022
Wenatchee City Hall Council Chambers
301 Yakima Street, 2nd 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. Citizen Requests/Comments

The "Citizen Comments" period is to provide the opportunity for members of the public to address the Council on any matter, including items on the agenda. Comments on public hearing items will be taken during the 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. Citizen comments will be limited to three minutes.

3. Consent Items

- *Motion to approve agenda, vouchers, and minutes from previous meetings.*

Vouchers:

Claim checks #203825 through #203910 in the amount of \$836,595.33 for July 7, 2022
Claim checks #203911 through #203026 in the amount of \$1,144,763.43 for July 14, 2022
Payroll distribution in the amount of \$405,520.00 for July 20, 2022
Payroll distribution (retirees) in the amount of \$11,492.46 for July 29, 2022

4. Presentations

- Goathead Warriors – Doug Pauly

5. Action Items

- A.** Consider Rejecting the Pool Repair Project Construction Bid
Presented by Parks, Recreation & Cultural Services Director David Erickson
Action Requested: *Motion to authorize the Mayor to reject the bid from The Pool Company for the City Pool Repair Project.*
- B.** Resolution No. 2022-12 declaring certain real property surplus to the needs of the City of Wenatchee
Presented by Executive Services Director Laura Gloria
Action Requested: *Motion for City Council to pass Resolution No. 2022-12 declaring the real property located at 136 South Chelan Avenue as surplus to the needs of the City of Wenatchee.*
- C.** Removing Inequities in Outside City Limit Sewer Rates
Presented by Finance Director Brad Posenjak
Action Requested: *Motion for City Council to adopt Ordinance No. 2022-14 amending and restating Section 4.08.060 WCC "Special Provisions."*
- D.** Interlocal Agreement for Providing District Court Services Between Chelan County and the City of Wenatchee
Presented by Finance Director Brad Posenjak and Executive Services Director Laura Gloria
Action Requested: *Motion for City Council to approve the Interlocal Agreement for Providing District Court Services Between Chelan County and the City of Wenatchee.*
- E.** Facility Lease Term Extension between the Wenatchee Valley Museum and Cultural Center and the City of Wenatchee
Presented by Executive Services Director Laura Gloria
Action Requested: *Motion for City Council to authorize the Mayor to negotiate and approve a lease extension agreement with the Wenatchee Valley Museum and Cultural Center.*
- F.** Partnership Operating Agreement between BlueBridge Alliance, City of East Wenatchee, and City of Wenatchee
Presented by Police Administrative Sergeant Nathan Hahn
Action Requested: *Motion for City Council to approve and authorize the Mayor's signature on the Partnership Operating Agreement between BlueBridge Alliance, City of East Wenatchee, and City of Wenatchee.*

6. Public Hearings

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

G. 2022 Community Development Block Grant Annual Action Plan

Presented by Planning Manager Stephen Neuenschwander and Community Development Director Glen DeVries

Action Requested: *(a) Conduct a public hearing and receive public testimony; (b) Provide direction to City staff on projects and funding allocations; (c) Continue the hearing to August 11, 2022, for decision only to adopt the 2022 Community Development Block Grant Annual Action Plan and authorize the Mayor to sign associated assurances, certifications and contracts necessary for implementing the 2022 Community Development Block Grant Annual Action Plan.*

7. Reports

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

8. Announcements

9. Close of Meeting



WENATCHEE CITY COUNCIL
Thursday, July 14, 2022
Wenatchee City Hall Council Chambers
301 Yakima Street, 2nd Floor
Wenatchee, WA 98801
MINUTES

DRAFT

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

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

Staff Present: Executive Services Director Laura Merrill; Assistant City Attorney Danielle Marchant; IS Support Tim McCord; Parks, Recreation & Cultural Services Director David Erickson; Finance Director Brad Posenjak; Community Development Director Glen DeVries; Senior Planner Matt Parsons; Stormwater Technician Kelsey Grover; Facilities Manager Elisa Schafer; Engineering Services Manager Jacob Huylar; Public Works Director Rob Jammerman

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call. Mayor Frank J. Kuntz called the regular meeting to order at 5:15 p.m. Councilmember Mark Kulaas led the Pledge of Allegiance. The excused absences of Councilmember Linda Herald and Councilmember Top Rojanasthien were noted for the record.

2. Citizen Requests/Comments. There was no one who wished to comment.

3. Consent Items

- *Motion to approve agenda, vouchers, and minutes from previous meetings*
Vouchers:
Claim checks #203581 through #203676 in the amount of \$1,191,757.67 for June 16, 2022
Wires #1561 and #1562 in the amount of \$51,419.47 for June 27, 2022
Payroll distribution in the amount of \$11,351.12 for June 30, 2022
Claim checks #203677 through #203798 in the amount of \$1,726,295.46 for June 30, 2022
Claim checks #203799 through #203809 in the amount of \$26,799.79 for June 30, 2022
Benefits/deductions in the amount of \$1,104,223.36 for June 30, 2022
Payroll distribution in the amount of \$574,878.11 for July 5, 2022
Payroll distribution in the amount of \$7,561.98 for July 5, 2022
- *Motion to approve Resolution No. 2022-20, revising the regular meeting schedule for November and December 2022*

Motion by Councilmember Keith Huffaker to approve the agenda, vouchers and minutes from previous meetings and Resolution No. 2022-20 revising the regular meeting schedule for November and December 2022. Councilmember Travis Hornby seconded the motion. Motion carried (5-0).

4. Presentations

- Parks and Recreation Month Proclamation read by Councilmember Travis Hornby and presented to the City of Wenatchee Parks and Recreation staff.
- Special Olympics Volunteer Recognition - Recreation Supervisor Caryl Andre presented a special plaque to Jim Haney who has been a faithful and dedicated volunteer for the past six years.
- WHS Interact Club and CDLT Recognition – Capital Projects Manager Charlotte Mitchell recognized the WHS Interact Club, which is a youth version of the Rotary Club with a motto of “Service Above Self.” They have fundraised \$22,000 towards the Kenzie’s Landing project. WHS Interact Club Advisor John Magnus, Angela Morris of the Land Trust, and students Oscar LaVergne and Violet Madson were present and the Mayor thanked them for their great work. Angela Morris with the Chelan Douglas Land Trust also said a few words of appreciation.
- Velocity Swimming/Pool Update – Rachel Madson, Vice President of Velocity Swimming and Debra Hernke, past President of Velocity Swimming, addressed the Council regarding the City Pool and that they are very thankful to have that resource for the swimmers and would like to be involved in any discussions that may occur for a new regional facility/aquatic center. They also thanked the city for their swift action in getting the boiler up and running. Velocity Swimming has a great presence in the region and would like to continue to be a community partner. The Mayor thanked them for being at the meeting, and spoke about the capital costs that are needed to continue pool operations. Parks, Recreation & Cultural Services Director David Erickson addressed the Council concerning the recent bid for the pool liner and plumbing project which came in significantly over at \$1,000,000. He provided some options that the Council could consider and his recommendation moving forward. The Mayor and Councilmembers commented. It was the consensus of the Council to reject the current bid and re-bid this fall. Staff will bring it before Council at the next regular meeting.

5. Action Items

A. Closing the Local Improvement District (LID) Guaranty Fund

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

Motion by Councilmember Mike Poirier for City Council to adopt Ordinance No. 2022-13, authorizing the transfer of funds from the Local Improvement District (LID) Guaranty Fund to the General Fund. Councilmember Travis Hornby seconded the motion. Motion carried (5-0).

B. Planning Commission Member Appointment – Anupama Vembar

Community Development Director Glen DeVries presented the staff report.

Motion by Councilmember Mark Kulaas for City Council to pass Resolution No. 2022-21 appointing Anupama Vembar to the Planning Commission for a term ending December 31, 2025. Councilmember Keith Huffaker seconded the motion. Motion carried (5-0).

C. The River Academy Ten Percent (10%) Annexation Petition

Senior Planner Matt Parsons presented the staff report. Council asked questions.

Motion by Councilmember Travis Hornby for City Council to approve the annexation boundary as proposed by staff in response to the ten percent (10%) annexation petition for property located in an unincorporated area on South Miller Street between Crawford Avenue and Gehr Street, to require the adoption of the proposed zoning regulations as it is set forth in the comprehensive plan of the city as Residential Moderate, and to require the assumption of existing indebtedness of the city by the area to be annexed. Councilmember Jose Cuevas seconded the motion. Motion carried (5-0).

D. Olds Station Stormwater Pond Trail Easement

Stormwater Technician Kelsey Grover presented the staff report. Council asked questions.

Motion by Councilmember Mike Poirier for City Council to authorize the Mayor to sign the Non-Exclusive Easement for Bicycle and Pedestrian Trail. Councilmember Travis Hornby seconded the motion. Motion carried (5-0).

E. Contract award for City Project No. 2112 – Pinnacles Prep Charter School Phase 1.5A

Facilities Manager Elisa Schafer presented the staff report. Sean Koester with Pinnacles Prep Charter School was also present and thanked the Council for their support. Council asked questions.

Motion by Councilmember Travis Hornby for City Council to approve the contract with Cascade Central Construction, LLC and authorize the Mayor's signature for City Project No. 2112 – Pinnacles Prep Charter School, Phase 1.5A. Councilmember Jose Cuevas seconded the motion. Motion carried (5-0).

**F. City Project 2008 – Walla Walla Avenue Stormwater Retrofit
Authorization to Award Construction Contract**

Engineering Services Manager Jacob Huylar presented the staff report. Council asked questions.

Motion by Councilmember Keith Huffaker for City Council to award the construction contract for the Walla Walla Avenue Stormwater Retrofit, City Project No. 2008, to the lowest responsive bidder, that being Pipkin Construction, and authorize the Mayor to sign the contract documents, and for the City Council to approve the project budget amendment. Councilmember Mark Kulaas seconded the motion. Motion carried (5-0).

6. Reports

- a. Mayor's Report. The Mayor reported on the following:
 - (1) Executive Services Director Laura Gloria reminded everyone that on July 27 the WDA will be hosting a "Possibilities Tour" with nine stops, including the former fire station, former police station, and City Hall.
 - (2) The Mayor and Executive Services Director Laura Gloria met with Mr. Weidner and team earlier this week who request an extension for the Mission/Kittitas Street project.
 - (3) YMCA attended the finance committee today and presented information for their campaign.
 - (4) Executive Services Director Laura Gloria met with the PUD yesterday on a number of items.
 - (5) The Mayor said he spoke with County Commissioner Bob Bugert regarding the annexation process that has become very cumbersome with the Boundary Review Board now in place. It has caused a lot of additional staff time and extra costs incurred.
- b. Reports/New Business of Council Committees.

Councilmember Mike Poirier attended the Chelan-Douglas Transportation Council meeting where Highway 28 between East Wenatchee and Rock Island was a topic of discussion. He has also received some inquiries from residents in his district about the July 9 shooting and about graffiti.

7. Announcements. None.

8. Close of Meeting. With no further business the meeting ended at 6:36 p.m.

Frank J. Kuntz, Mayor

Attest:

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: July 28, 2022

I. SUBJECT

Consider rejecting the pool repair project construction bid.

II. ACTION REQUESTED

Motion to authorize the Mayor to reject the bid from The Pool Company for the City Pool Repair Project.

III. OVERVIEW

The pool project has been before City Council several times previously. The project will repair the City Pool by replacing the existing plaster liner and tiles and a portion of the circulation system.

The project has been underway since 2020 when staff was authorized to apply for State grant funding to assist with the realization of the project. The grant was successful and accepted this year. Project engineers were selected in February and engineering got underway in March. Engineering documents were reviewed by the State in May, Department of Health Permit submitted and the project was out to bid in June. Bids were posted on the Quest system, plan centers and City website. A pre-bid meeting was held on June 21 and bids were due July 5. From this process, only one bid was received and evaluated. The following is a comparison of the original project budget compared to the bid:

Staff planning level cost estimate for the project:	\$1,600,000
The engineers estimate after preparing the plan documents:	\$1,221,000
The bid from The Pool Company:	\$2,068,294

The item was presented as an informational item at the July 14 Council meeting. Based on the input received during the presentation, and that only one bid was received and that bid was 23% higher than the staff estimate and 41% higher than the engineer's estimate, the recommendation is to reject the bid and re-bid the project later this fall with construction then slated for 2023.

IV. FISCAL IMPACT

To be determined based on bids and potential other revenues received as outlined in the memo on July 14.

V. PROPOSED PROJECT SCHEDULE

Bidding in September/October with construction August through October 2023.

VI. **REFERENCE(S)**

VII. **ADMINISTRATIVE ROUTING**

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



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

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

MEETING DATE: July 28, 2022

I. SUBJECT

Resolution No. 2022-12 declaring certain real property surplus to the needs of the City of Wenatchee

II. ACTION REQUESTED

Motion requested for the City Council to pass Resolution No. 2022-12 declaring the real property located at 136 South Chelan Avenue as surplus to the needs of the City of Wenatchee.

III. OVERVIEW

The Chelan Avenue Fire Station formerly housed Chelan Fire District #1 which vacated in October of 2021. Currently, the Fire Station is serving as a staging area for the construction of new City Hall through mid to late 2022. Once this temporary use is complete, the building will be vacant and no longer serves a necessary public use, as such Resolution No. 2022-12 declares the real property surplus to the needs of the City of Wenatchee and will allow staff to continue to explore options to redevelop the property. This action does not recommend or implement a disposition option, this will simply allow staff to move forward with discussing disposition recommendations for City Council consideration.

IV. FISCAL IMPACT

There is no impact to the general fund.

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Brad Posenjak, Finance Director

RESOLUTION NO. 2022-12

A RESOLUTION, declaring certain real property surplus to the needs of the City of Wenatchee.

WHEREAS, the City of Wenatchee owns real property located at 136 South Chelan Avenue, and legally described as follows:

Lots 1, 2, 3, 4 and the South half of Lot 5 Block 24, Amended Great Northern Plat of Wenatchee, Chelan County, Washington, according to the Plat thereof recorded in Volume 1 of Plats, page 15.

WHEREAS, the described real property is a former fire station for the City and is now surplus to the needs of the City; and

WHEREAS, the City of Wenatchee has the statutory authority to dispose of said real property under RCW 35A.11.010.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, as follows: The real property known as 136 South Chelan Avenue, Wenatchee, Washington, and legally described above, is declared surplus to the needs of the City of Wenatchee.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this _____ day of _____, 2022.

CITY OF WENATCHEE, a Municipal
Corporation

By _____
FRANK KUNTZ, Mayor

ATTEST:

By _____
TAMMY L. STANGER
City Clerk

APPROVED:

By _____
STEVE D. SMITH, City Attorney



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Brad Posenjak, Finance Director
Finance

MEETING DATE: July 28, 2022

I. SUBJECT

Removing Inequities in Outside City Limit Sewer Rates.

II. ACTION REQUESTED

Staff requests the City Council adopt Ordinance 2022-14 amending and restating Section 4.08.060 WCC "Special Provisions."

III. OVERVIEW

The City provides sewer utility services to customers outside the City limits. In 1954 the City adopted an ordinance to begin charging these customers 150% of the regular sewer rates. Since then, the City signed an interlocal agreement with Chelan County to extend sewer services, which prevents the City from charging the 150% rate to customers in the Olds Station and Sunnyslope urban growth areas.

The City has over 300 remaining sewer customers outside City limits and they are predominately in South Wenatchee. This has been discussed with both the Finance and Public Works Committees and staff has been directed propose this change. Therefore, to provide utility rate equity within customer classifications, it is staff's recommendation to discontinue using the 150% sewer rate across all customer classifications.

IV. FISCAL IMPACT

Revenue loss related to this change is estimated to be \$85,000 annually to the Sewer fund. This is 1.1% of all sewer service rates. Revenues should still be sufficient to meet current rate study projections, but this change may have a small impact on future rates.

V. REFERENCE(S)

1. Ordinance 2022-14

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Rob Jammerman, Public Works Director
Jessica Shaw, Deputy Public Works Director - Utilities

ORDINANCE NO. 2022-14

AN ORDINANCE, relating to sanitary sewage disposal rates for customers outside City limits and, specifically, amending and restating Section 4.08.060 WCC “Special Provisions.”

WHEREAS, the City of Wenatchee adopted sewer rates for customers outside the City limits that were 150% of the regular sewer rate; and

WHEREAS, the City subsequently entered into an interlocal agreement with Chelan County that restricted this practice for certain customers outside the City limits; and

WHEREAS, it is the desire of the City Council to treat all utility customers equally; and

WHEREAS, City staff recommends that all sewer customers be charged 100 percent of the sewer rates set forth in WCC 4.08.035 through 4.08.037.

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

SECTION I

Section 4.08.060 WCC “Special Provisions,” shall be and hereby is, amended and restated to read in its entirety as follows:

4.08.060 Special provisions.

(1) ~~All sanitary sewage disposal service furnished to a customer outside the city limits shall be charged at the rate of 150 percent of the schedule for rates and charges set forth in WCC 4.08.035 through 4.08.037; however, the city, with respect to commercial and industrial customers situated~~

~~outside the city limits, may enter into contracts for furnishing sanitary sewage disposal service on such terms as the city may determine to be equitable in each instance. Such agreements shall be approved by the city council.~~ [Repealed by Ord. 2022-14](#)

(2) Where the use of water is such that a portion of all the water used does not flow into the city sewer but is lost by evaporation, irrigation, sprinkling or any other cause, or is used in manufactured products such as ice, canned goods, beverages and the like, and the person in control provides proof of this fact to the city of Wenatchee, and installs a meter or other measuring device approved by the director to measure the amount of water so used or lost, fees may be adjusted based on measured flow.

(3) In the event a developer is requested by the city to install a sewer system and/or sewer lines larger than required for serving the development, the city will pay the additional cost of the oversized system and/or lines.

(4) Special Agreement. The city reserves the right to enter into special agreements or contracts with commercial/industrial customers or Chelan County for furnishing sanitary sewer disposal service on such terms as the city may determine to be equitable in each instance, with the terms of such special agreements to govern in the event of conflict with this chapter; provided, however, in no case will a special agreement waive compliance with a pretreatment standard or requirement. Such agreements shall be approved by the city council.

(5) Credits for Commercial/Industrial Customers. When a customer classified as commercial/industrial under WCC 4.08.040(2) requests a sewer credit due to unintentional water usage, the customer must complete a credit request form and provide evidence to the city finance department that there has been extraordinary unintentional water usage and that the problem has

been remedied. Commercial/industrial customers requesting a credit due to a wastewater flow metering issue must also complete a credit request form and provide evidence of the problem and that the problem has been repaired. The director will make a factual determination of the unintentional water usage or wastewater flow metering problem and its repair and make a recommendation to the finance department as to whether a credit shall be given. When a commercial/industrial customer demonstrates to the satisfaction of the director that the unintentional water usage or wastewater flow metering problem occurred and was repaired within 30 days or in a reasonable timeline approved by the director, the city may allow a sewer credit of up to one-half of the excess sewer consumption. If the customer can show that the unintentional water usage did not reach the sewer system or that the wastewater flow metering problem did not impact the sewer system, the city may allow a sewer credit of up to 100 percent of the excess sewer consumption. For purposes of this section, excess sewer consumption is calculated as all consumption above the customer's average sewer consumption for the same period or the average of the customer's available history when less than 12 months of consumption history is available. Adjustments to a specific account at the request of the customer may not be made more than once in a two-year period unless approved by the director and credits shall not be given for consumption that is less than 50 percent over the average consumption for the same period.

SECTION II

If any section, subsection, sentence, clause or phrase of this Ordinance is declared or judged by a court of competent jurisdiction to be invalid or unconstitutional, such adjudication shall in no manner affect the remaining portions of this Ordinance which shall be in full force and effect as if said section, subsection, sentence, clause or phrase so declared or

adjudged invalid or unconstitutional were not originally a part hereof.

SECTION III

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

PASSED BY THE CITY COUNCIL OF THE CITY WENATCHEE,
at a regular meeting thereof, this 28th day of July 2022.

CITY OF WENATCHEE

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Brad Posenjak, Finance Director
Laura Gloria, Executive Services Director

MEETING DATE: July 28, 2022

I. SUBJECT

Interlocal Agreement for Providing District Court Services Between Chelan County and the City of Wenatchee

II. ACTION REQUESTED

Motion to Approve the Interlocal Agreement for Providing District Court Services Between Chelan County and the City of Wenatchee.

III. OVERVIEW

The City of Wenatchee contracts with Chelan County District Court to provide its municipal court and probation services. The current four year agreement expires December 31, 2022. Chelan County provided a proposed agreement for January 1, 2023 through December 31, 2026. The County's agreement calls for a 20% cost increase to all fees for services. There have not been any rate increases since the last four-year agreement was signed, so staff agrees with the concept of a 20% increase. Financial analysis shows that the City may be paying slightly more than it's fair share of the District Court Probation fees. Since this difference is relatively small to the overall agreement, staff recommend accepting the agreement as proposed by District Court.

IV. FISCAL IMPACT

All District Court fees are increasing by 20%, which is expected to increase General fund expenses by \$60,000 per year.

V. REFERENCE

Interlocal Agreement for Providing District Court Services Between Chelan County and the City of Wenatchee.

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Steve Smith, City Attorney
Danielle Marchand, City Attorney
Steve Crown, Police Chief

INTERLOCAL AGREEMENT FOR PROVIDING DISTRICT COURT
SERVICES BETWEEN CHELAN COUNTY AND THE
CITY OF WENATCHEE

THIS INTERLOCAL AGREEMENT FOR PROVIDING OF DISTRICT COURT SERVICES ("Agreement") is entered into between Chelan County ("County"), a political subdivision of the State of Washington, the City of Wenatchee ("City"), a non-charter code city of the State of Washington, and the Chelan County District Court ("Court") acting through its presiding judge, jointly referred to as "Parties."

WITNESSETH:

WHEREAS, the City and County are currently parties to an Interlocal Agreement for the use of Chelan County District Court services by the City of Wenatchee that expires December 31, 2022 ("Existing Agreement"); .

WHEREAS, the City and County wish to continue to have the City use the Chelan County District Court services;

WHEREAS, it is the intent of the Parties to promote efficiency in resolving all cases in Court in order to minimize costs to the Parties, as permitted by the law and court rules; and

WHEREAS, the Parties have considered the anticipated costs of the Chelan County District Court services, including Court probation and monitoring services, and the anticipated and potential revenues to fund the services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PURPOSE

The Court is a court of limited jurisdiction organized pursuant to Title 3 of the Revised Code of Washington ("RCW"). The City does not have its own municipal court. Pursuant to the authorization in Chapter 3.50 RCW and Chapter 39.34 RCW, the City has elected to enter into an interlocal agreement with the County for use of its Court for the prosecution, adjudication, and sentencing of violations committed within the jurisdiction of the City, whether filed under state law or the Wenatchee City Code.

2. ADMINISTRATION OF AGREEMENT

No new or separate legal entity is created by this Agreement. For purposes of RCW 39.34.180(4)(a), the Administrator of this Agreement shall be the presiding judge of the Court. The City shall have no right to direct or control the personnel, employees, or agents of the Court. Such entities or individuals shall be employed or retained by the County in its sole discretion and subject only to its supervision and control. The City shall have no responsibility or liability to or for such entities or individuals of the Court.

3. DURATION and TERMINATION

a. Duration.

This Agreement shall be in effect from the period commencing on January 1, 2023 and expiring on December 31, 2026. In the event that the parties have not agreed to renew this Agreement by August 30, 2026, and neither party has issued a written notice of intent to terminate as provided in this Section, then either party may request arbitration as provided in Section 10 of this Agreement. This Agreement shall remain in effect until a new agreement is reached or until an arbitration award on the matter is made.

b. Termination by the City.

The City may terminate this Agreement at the end of the term without cause by providing written notice of its intent to terminate this Agreement to the County legislative authority by February 1, 2025, which is a date that complies with RCW 3.50.810(1) and RCW 35.20.010(3).

c. Termination by the County.

The County may terminate this Agreement at the end of the term without cause by providing written notice of its intent to terminate this Agreement to the City legislative authority by December 31, 2025, which is a date that complies with RCW 3.50.810(3) and RCW 35.20.010(4).

d. Termination by Agreement.

The Parties may mutually agree to terminate this Agreement at any time by written acknowledgement signed by both parties.

4. MODIFICATION

No modification or amendment to this Agreement shall be valid unless put in writing and signed by the Parties.

5. PROPERTY

This Agreement does not provide for the acquisition, holding or disposal of real or personal property. All real and personal property used in the operation of the Court shall be acquired, held and disposed of in the name of the County except as otherwise stated in this Section. In the event that any special equipment is required to administer only City cases, the City shall acquire the necessary special equipment for the County, but it will be the County's sole responsibility to maintain such equipment. Any equipment acquired by the City and maintained by the County shall be retained by the County upon termination of this Agreement.

6. FINANCING AND BUDGET

There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement. The budget for the Court shall be established by the County Commissioners in the manner provided by law. The budget for the City shall be established by the City Council in the manner provided by law.

7. COURT SERVICES, VIOLATION BUREAU, AND FILING FEES

a. Case Type

Cases shall be classified by the following types:

- i. Criminal Traffic
- ii. Criminal Non-Traffic
- iii. Traffic Infraction (excluding Photo Enforcement Infractions and Parking Infractions)
- iv. Non-Traffic Infraction
- v. Parking Infraction
- vi. Photo Enforcement Infraction

b. Violation Bureau

i. Operations and Quarterly Reporting

The City may operate a violation bureau pursuant to RCW 3.30.090. The violation bureau shall report to the Court on a quarterly basis all infractions filed with the violation bureau,

including the agency case tracking number, the violation date, the RCW or City code provision for the violation, and the total amount of fines and fees submitted to the violation bureau for each infraction. In addition, the quarterly reporting to the Court by the violation bureau shall include the total number of infraction cases filed with the violation bureau per the following categories: (a) Parking Infractions, (b) Photo Enforcement Infractions, (c) Other Traffic Infractions, and (d) Non-Traffic Infractions; as well as the total amount of fines and fees submitted for each of these categories. The violation bureau has no authority to assess, waive, reduce, dismiss or delay payment of the penalty in full for any infraction. All forfeitures and penalties shall be processed pursuant to the terms of RCW 3.30.090.

ii. Mandatory Filing of All Infractions

The City shall be responsible for overseeing that all Traffic Infractions, Non-Traffic Infractions, Photo Enforcement Infractions and Parking Infractions issued by any City department or by any contracted agency providing services for the City, i.e., Wenatchee Police Department, animal control services, et al., are filed with either the violation bureau or the Court.

iii. Liability for Violation Bureau

The City shall be solely responsible for any liability incurred based upon the operations of the violation bureau and its employees. The City agrees to fully indemnify the County, including but not limited to attorney fees for any claim or liability caused by the operations of the violation bureau or its employees.

c. Filing Fees

- i. A filing fee of \$96.00 shall be assessed by the County to be paid by the City for each Criminal Traffic and Criminal Non-Traffic case filed in the Court where the City is a party.
- ii. Except as noted in subsections (iii) and (iv) below, a filing fee of \$96.00 shall be assessed by the County to be paid by the City for each Traffic Infraction, Non-Traffic Infraction, Photo Enforcement Infraction and Parking Infraction case filed in the Court where the City is a party and a mitigation or contested hearing is required.

- iii. A filing fee of \$18.00 shall be assessed by the County to be paid by the City for each delinquent Parking Infraction referred to the Court for collection only.
- iv. A filing fee of \$30.00 shall be assessed by the County to be paid by the City for each delinquent Photo Enforcement Infraction referred to the Court for collection only.

d. Other Costs and Fees

The City shall be responsible for the payment of all jury fees, witness fees, expert witness and investigative services, and interpreter fees (other than for Spanish speaking interpreters who are on-site employees of the Court).

e. Attorneys

The City shall provide attorneys for the prosecution of any City case. The City shall provide defense counsel for indigent defendants for any Criminal Traffic and Criminal Non-Traffic case. The costs associated with providing these attorneys are not included in this Agreement.

f. Payment

The County shall invoice the City for the costs and fees set forth herein on a monthly basis. Payment by the City shall be due thirty (30) days after receipt of the County's invoice. The County's invoice shall include, at a minimum, an itemized number of each type of case as described in paragraph 7(a) above.

8. PROBATION AND MONITORING SERVICES AND FEES

a. Services

The Court shall provide the City with probation and monitoring services as ordered by the Court on a case by case basis for any Criminal Traffic or Criminal Non-Traffic case where the City is a party. Probation and monitoring services shall be performed by the Chelan County Probation Department ("Probation").

Probation and monitoring services shall include, if ordered by the Court, the following:

- i. Conducting pre/post-sentence investigations with face to face interviews and extensive research that includes but is not limited

to criminal history, contact with victims, personal history, social and economic needs, community resource needs, counseling/treatment needs, work history, family and employer support, and complete written pre/post-sentence reports, which includes sentencing recommendations to the Court.

- ii. Determining supervised probationers' risk to the community with a minimum of monthly face to face interviews for offenders classified at the highest level.
- iii. Evaluating supervised offenders' social problems amenability to different types of treatment programs; and determining appropriate referral.
- iv. Conducting face to face interviews with supervised offenders according to the risk classification system.
- v. Approving community agencies providing services required of offenders (e.g. alcohol/drug, domestic violence, sexual deviancy, and mental illness).
- vi. Coordinating treatment referral information.
- vi. Monitoring compliance with any requirement of sentencing ordered by the Court including work crew and community service.
- vii. Reporting to the Court any offender non-compliance with conditions of the offender's sentence.
- viii. Collecting and disbursing victim restitution.

b. Probation Fees

i. Service Fee

An annual service fee of \$72,000 ("Service Fee") shall be assessed by the County to be paid by the City for probation and monitoring services. The County shall invoice the City \$18,000 for the Service Fee on a quarterly basis. Payment by the City shall be due thirty (30) days after receipt of the County's invoice.

ii. Offender Fee

Probation shall assess and collect probation and monitoring fees from each offender according to the amounts and procedures set forth in the Chelan County Probation Department Policy Manual; provided that such fees shall not be collected from offenders whose sole income is protected by 42 USC 4076.

Statutory probation fees collected from City cases shall be used in compliance with ARLJ 11.3 for probation and monitoring services only.

c. Annual Report

By January 15 of each year, Probation shall provide the City with a written report for the Probation Cases of the previous year.

i. The written report shall contain the following information:

- a. The name of the individual being supervised by Probation, the cause number or numbers that Probation is monitoring, and whether the monitoring is supervised probation or bench probation;
- b. The total amount of probation fees it has charged to offenders for City cases;
- c. The total amount of probation fees it has collected from offenders for City cases.

ii. For purposes of the Annual Report:

- a. "Bench probation" means any Probation Case where Probation is providing "bench supervision" as defined by the Chelan County Probation Department Policy Manual as it now appears.
- b. "Supervised probation" means any Probation Case where Probation is providing probation and monitoring services other than bench probation.

d. Control of Probation

The City shall have no right to direct or control the personnel, employees, or agents of Probation. Such entities or individuals shall be employed or retained by the County in its sole discretion and subject

only to the County's supervision and control. The City shall have no responsibility or liability to or for such entities or individuals of Probation.

9. OTHER COURT COSTS OR EXPENSES

The City shall have no obligation to pay any cost or expense arising out of the operation of the Court or Probation except as provided by this Agreement.

10. ARBITRATION

Either party may request arbitration for the reasons set forth in RCW 39.34.180(3) and in the manner set forth in RCW 39.34.180(3).

11. COMPLIANCE WITH LAWS

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

12. NOTICES

Except as required by any federal, state or local law, ordinance or regulation, any notices required under this Agreement shall be served upon the following individuals:

For the County: County Commissioners
400 Douglas St., Ste. 201
Wenatchee, WA 98801

For the Court: Presiding Judge
350 Orondo Ave., Fourth Floor
Wenatchee, WA 98801

For the City: City Clerk
301 Yakima St.
Wenatchee, WA 98801

Notwithstanding the above, any invoice by the County to the City made pursuant to this Agreement shall be made to:

City Finance Department
PO Box 519
Wenatchee, WA 98807-0519

Any payment by the City to the County made pursuant to this Agreement shall be made to:

County Treasurer
P.O. Box 1441
Wenatchee, WA 98807-1441

13. ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Parties.

14. NON-WAIVER

No waiver by any Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.

15. ENTIRE AGREEMENT

This Agreement contains the terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

16. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered shall be an original, but such counterparts shall together constitute but one and the same.

17. SEVERABILITY

If any parts, terms or provisions of this Agreement are held by a court of competent jurisdiction to be void or invalid, the validity of the remaining portions or terms shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed modified to conform to such statutory provision.

18. AGREEMENT TO BE FILED

The City shall file this Agreement with its City Clerk and post it on its website. The County shall file this Agreement with its County Auditor.

19. REVIEW OF AGREEMENT FOR RENEWAL

Unless a Party has served upon the other Party a written notice of its intent to terminate this Agreement, the Parties shall review this Agreement no later than June 15, 2026, to commence negotiations for the renewal of this Agreement.

20. NON-DISCRIMINATION IN EMPLOYMENT

The Parties hereby mutually agree that during the performance of this Agreement, that no person shall, on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, religion, or on the presence of any sensory, mental or physical handicap, be excluded from professional services. Neither party shall discriminate against any employee or applicant for employment for the above reasons; provided, the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the work involved, and cannot be reasonably accommodated.

DATED this _____ day of _____, 2022.

BOARD OF CHELAN COUNTY
COMMISSIONERS

Kevin Overbay, Commissioner

Bob Bugert, Commissioner

Tiffany Gering, Commissioner

Attest:

By: _____
Carlye Baity, Clerk of the Board

CITY OF WENATCHEE

By: _____
Frank Kuntz, Mayor

Attest:

By: _____
Tammy Stanger, City Clerk

CHELAN COUNTY DISTRICT COURT

By: _____
Roy S. Fore, Judge

By: _____
Kyle D. Mott, Judge



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

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

MEETING DATE: July 28th, 2022

- I. SUBJECT**
Facility Lease Term Extension between the Wenatchee Valley Museum and Cultural Center and the City of Wenatchee.
- II. ACTION REQUESTED**
Motion requested for the City Council to approve an extension to the lease between the Wenatchee Valley Museum and Cultural Center and the City of Wenatchee consistent with applicable grant program terms and authorize the Mayor's signature.
- III. OVERVIEW**
The City of Wenatchee owns and maintains the building occupied by the Wenatchee Valley Museum and Cultural Center (WVMCC) located at 127 South Mission Street. The WVMCC has requested an extension on the duration of the lease which is currently set to expire in 2030. The extended lease term will allow the WVMCC to apply for a variety of grants to fund capital improvements; generally, grant programs require a certain number of years of site control from the applicant in order to ensure the sustainability of the grant investments. Due to the rapid turn-around nature of grant program notices of funding, staff will work with legal to determine the necessary extension date for the lease consistent with the applicable grant programs. If approved, this action would allow the Mayor to negotiate the lease extension term and authorize the Mayor's signature on the revised lease.
- IV. FISCAL IMPACT**
No impact to the general fund, this action will only increase the duration of the lease not the operating agreement.
- VI. REFERENCE(S)**
1. WVMCC Lease
- VII. ADMINISTRATIVE ROUTING**
Tammy Stanger, City Clerk
Rob Jammerman, Public Works Director
Aaron Kelly, Operations Manager
Brad Posenjak, Finance Director

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THIS AGREEMENT, made and entered into this 27 day of August, 2020, by and between City of Wenatchee, a municipal corporation of the State of Washington, hereinafter referred to as Landlord, and Wenatchee Valley Museum and Cultural Center, a Washington non-profit corporation, hereinafter referred to as Tenant, collectively referred to as the "Parties."

RECITALS:

WHEREAS, Landlord owns the buildings occupied by the Tenant located at 127 South Mission Street, Wenatchee, Washington; and

WHEREAS, Landlord has agreed to contribute to the operation of the Wenatchee Valley Museum and Cultural Center through the "Joint Agreement between the City of Wenatchee, the City of East Wenatchee, and the Wenatchee Valley Museum and Cultural Center" with the current end date of December 31, 2024 including any future extensions; and

WHEREAS, Landlord and Tenant wish to enter into this Lease to define lease terms and levels of maintenance.

AGREEMENT:

1. Premises. Landlord hereby leases to Tenant, upon the terms and conditions herein set forth, the real property located at 127 S. Mission Street, Wenatchee, Chelan County, Washington, and situated on a portion of the following described premises:

Lots 7 & 23-34, Block 26, Great Northern Amended Addition to the City of Wenatchee, Chelan County, Washington.

2. Term. This Lease shall be for a term commencing retroactively on October 1, 2019 and expiring December 31, 2030. The Lease may be extended upon mutual agreement by both Parties.

3. Rental. No rental shall be paid by the Tenant to the Landlord. Landlord is providing the leased premises in support of the fundamental governmental purpose of historic preservation and tourism promotion.

4. Security Deposit. Concurrently with Tenant's execution of this Lease, Tenant has delivered to Landlord the sum of zero dollars (\$0.00) as security for the performance by the Tenant of Tenant's obligations hereunder.

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Page 1 of 9

WNTCA: ADMN MSML (76)

5. Use. The premises may be used by Tenant for the sole purpose of operating a public museum. Tenant covenants that it will not allow said premises to be used for any illegal or immoral purpose, and that it will not do or suffer to be done, in or about said premises, any act or thing which may be a nuisance, annoyance, inconvenience, or damage to Landlord, the occupants of adjoining property or the neighborhood.

6. Acceptance of Premises. Taking of possession of the premises by the Tenant shall constitute acknowledgment by Tenant that the premises and the equipment thereon, except as provided otherwise herein, were in good and tenable condition and working order.

7. Alterations. Tenant shall make no changes, improvements or alterations to the premises without the prior consent of Landlord. Tenant may make changes or improvements to the exhibits with communication and coordination of any changes that may affect building systems and or overall structure. The Landlord and Tenant shall coordinate all alterations with the other when any work is to be completed by a third-party vendor/subcontractor. All such changes, improvements and alterations, if any, made by Tenant shall remain on the premises and shall become the property of Landlord upon the expiration or sooner termination of this Lease, unless Landlord requests their removal. In the event Landlord notifies Tenant to remove any or all of the changes, alterations or improvements made by Tenant, Tenant shall do so and shall promptly repair any damage caused by such removal.

8. Maintenance by Landlord. Landlord shall maintain in good condition the structural and exterior components of the building, including glass. Landlord shall not be obligated to repair or replace any fixtures or equipment installed by Tenant and Landlord shall not be obligated to make any repair or replacement occasioned by act or omission of Tenant, its employees, agents, invitees or licensees.

8.1 The Landlord and Tenant shall use the City's work order system to document work requests and work completed to the facility.

8.2 The Tenant may request work to be done by the Landlord that otherwise would be considered the Tenant's responsibility where the Landlord may charge the Tenant for parts and labor to complete the work. Landlord shall not be obligated to do such work.

9. Maintenance and Repairs by Tenant. Tenant shall keep the premises in a neat, clean and sanitary condition. Tenant, at its own expense, shall maintain the premises and all items therein, including the plumbing and electrical systems, and items installed by Tenant, in good condition and repair. Tenant shall keep the sidewalks adjacent to the demised premises at all times in good, neat, clean, safe and sanitary condition and repair, free from snow, waste or nuisance thereon. In the event of any damage or injury (not including normal wear and tear) to the glass in

the demised premises, including exterior windows, Tenant shall cause the damage or injury to be repaired as speedily as possible at its own cost and expense.

10. Utilities. Landlord shall pay for all water, power, natural gas and sewer charges for the leased premises.

11. Signs. Tenant shall not erect or maintain any permanent signs or other obstructions upon said premises except as now exist without the written consent of Landlord.

12. Taxes. Landlord is exempt from real property taxes. Tenant shall pay, before the same become delinquent, all taxes, if any, assessed against the furniture, fixtures, equipment and other property, including inventory, which is owned by the Tenant located on the premises.

13. Liability Insurance. Tenant shall, at Tenant's expense, maintain public liability and property damage insurance insuring against any and all claims for injury to or death of persons and loss of or damage to its exhibits, collections and office equipment occurring upon, in or about the premises. Such insurance shall have liability limits of not less than One Million Dollars (\$1,000,000) in respect of injury or death to any one person, not less than Two Million Dollars (\$2,000,000) in respect of any one occurrence or accident. Tenant shall insure its exhibits, collections and office equipment in a reasonable amount at its sole discretion.

All such insurance shall be issued by carriers acceptable to Landlord and shall contain a provision whereby the carrier agrees not to cancel or modify the insurance without twenty (20) days prior written notice to Landlord.

On or before taking possession of the premises pursuant to the Lease, Tenant shall furnish Landlord with a certificate evidencing the aforesaid insurance coverage, and renewal certificates shall be furnished to Landlord at least thirty (30) days prior to the expiration date of each policy for which a certificate was theretofore furnished.

14. Tenant's Fire Insurance. Tenant shall, at Tenant's expense, maintain on all of Tenant's personal property and leasehold improvements and alterations on the premises a policy of standard fire insurance, with extended coverage, in the amount of their replacement value. Such insurance shall name Landlord and Tenant as co-insureds. All proceeds of any such insurance shall be applied to the restoration of Tenant's personal property, leasehold improvements and alterations. Any proceeds of such insurance remaining after such restoration shall belong to Tenant.

15. Landlord's Insurance. Landlord shall, at Landlord's expense, maintain on the premises fire and casualty insurance in an amount of its replacement value. All proceeds of any such insurance shall be payable to Landlord and shall be applied to the restoration of the premises and building to the extent provided in Section 18; any proceeds of such insurance remaining after such restoration shall belong to Landlord. Landlord shall maintain comprehensive liability

insurance on the premises and property damage insurance on the permanent collections contained therein in an amount it determines reasonable.

16. Assignment and Subletting. Neither this Lease nor any right hereunder may be assigned, transferred, encumbered, or sublet, in whole or in part, by Tenant, by operation of law or otherwise, without Landlord's prior written consent. Landlord consents to Tenant using the premises for event rentals provided Tenant requires additional insurance from the sub-tenant consistent with the insurance requirements contained herein and a museum staff member be present during the event. Landlord consents to Tenant subletting a portion of the premises to the Wenatchee Area Genealogical Society. 17. Inspection. Landlord shall have the right of reasonable inspection of the leased premises at all reasonable times and for said purpose shall have free access thereto.

18. Damage or Destruction. If the leased premises are damaged or destroyed by fire or any cause other than act or omission of Tenant, its employees, agents, invitees or licensees, Landlord shall restore the leased premises, except for such fixtures, improvements and alterations as are installed by Tenant, as nearly as practicable to their condition immediately prior to such damage or destruction. Tenant, at Tenant's expense, shall so restore all such fixtures, improvements and alterations installed by Tenant. Landlord, at Tenant's expense, shall so restore the leased premises with respect to all damage caused by any act or omission of Tenant, its employees, agents, invitees or licensees, and Tenant agrees to reimburse Landlord upon demand for all sums expended from time to time for such restoration. The obligations to restore provided in this paragraph shall be subject to Landlord's termination rights provided below. Any restoration shall be promptly commenced and diligently prosecuted. Landlord shall not be liable for any consequential damages by reason of any such damage or destruction.

Notwithstanding any of the foregoing provisions of this Section, in the event the premises shall be destroyed or damaged to such an extent that Landlord deems that it is not economically feasible to restore the same, then Landlord may terminate this Lease as of the date of the damage or destruction by giving Tenant notice to that effect.

19. Condemnation. If all of the premises is taken by any public authority under the power of eminent domain, this Lease shall terminate as of the date possession is taken by said public authority pursuant to such condemnation.

If any part of the premises is so taken and, in the opinion of either Landlord or Tenant, it is not economically feasible to continue this Lease in effect, either party may terminate this Lease. Such termination by either party shall be made by notice to the other given not later than thirty (30) days after possession is taken, the termination to be effective as of the later of thirty (30) days after said notice or the date possession is so taken.

If part of the premises is so taken, and neither Landlord nor Tenant elects to terminate this Lease, or until termination is effective, as the case may be, the rental shall be abated in the same proportion as the portion of the premises so taken bears to the whole of the premises, and Landlord shall make such repairs or alterations, if any, as are required to render the remainder of the premises tenantable.

All damages awarded for the taking or damaging of all or any part of the premises shall belong to and be the property of Landlord, and Tenant hereby assigns to Landlord any and all claims to such award, but nothing herein contained shall be construed as precluding Tenant from asserting any claim Tenant may have against such public authority for disruption or relocation of Tenant's business on the premises.

20. Default; Remedies. The occurrence of any of the following events shall be deemed a breach of this Lease, namely: If Tenant shall make an assignment for the benefit of creditors or shall file a voluntary petition under any bankruptcy act or any other law for the relief of debtors; or if an involuntary petition is filed against Tenant under any such law and is not dismissed within sixty (60) days after filing; or if a receiver be appointed for the property of Tenant and is not discharged or removed within sixty (60) days; or if any department of any government or any officer thereof shall take possession of the business or property of Tenant; or if the Tenant is adjudicated a bankrupt. Upon any such occurrence Landlord, at its option, may terminate this Lease by notice to Tenant and upon such termination Tenant shall quit and surrender the premises to Landlord, but Tenant shall remain liable as hereinafter provided.

IF TENANT SHALL DEFAULT IN PERFORMANCE OF ANY OF TENANT'S OBLIGATIONS UNDER THIS LEASE OR SHALL VIOLATE ANY TERM OR PROVISION OF THIS LEASE, OR IF THE PREMISES SHALL BE LEFT VACANT OR UNOCCUPIED FOR A PERIOD OF TEN (10) DAYS, LANDLORD MAY, UPON GIVING TENANT ANY NOTICE REQUIRED BY LAW, TERMINATE THIS LEASE AND UPON SUCH TERMINATION TENANT SHALL QUIT AND SURRENDER THE PREMISES TO LANDLORD, BUT THE TENANT SHALL REMAIN LIABLE AS HEREINAFTER PROVIDED.

If this Lease shall be terminated as herein provided, Landlord may immediately or at any time thereafter re-enter the premises and remove any and all persons and property therefrom; by any suitable proceeding, law or otherwise, without liability therefor, and re-enter the premises, without such re-entry diminishing Tenant's obligation to pay rental for the full term hereof, and Tenant agrees to pay Landlord any deficiency arising from re-entry and reletting of the premises at a lesser rental than provided herein.

Landlord shall apply the proceeds of any reletting first to the payment of such reasonable expenses as Landlord may have incurred in recovering possession of the premises, and removing persons and property therefrom, and in putting the same into good order or condition or preparing

or altering the same for reletting, and all other expenses incurred by Landlord for reletting the premises; and then to Tenant's obligation to pay rental. Any such reletting may be for the remainder of the term of this Lease or for a longer or shorter period. In any case and whether or not the premises or any part thereof be relet, Tenant shall pay to Landlord the rent and all other charges required to be paid by Tenant up to the time of such termination of the Lease, and, thereafter, Tenant agrees to pay the equivalent of the amount of all rent reserved herein and all other charges required to be paid by Tenant, less the net proceeds of reletting, if any, and the same shall be due and payable by Tenant monthly as the amount thereof is ascertained by Landlord, and Landlord may bring an action therefor as such monthly deficiencies arise. In any of the circumstances hereinabove mentioned, Landlord shall have the option, instead of holding Tenant liable for the amount of all the rent and all other charges required to be paid by Tenant less the net proceeds of reletting if any, forthwith to recover from Tenant an aggregate sum representing, at the time of such termination of this Lease, the then present worth of the excess, if any, of the aggregate of the rent and all other charges payable by the Tenant hereunder that would have accrued until the end of the Lease term over the aggregate rental value of the premises during such term.

21. Liens. Tenant shall not suffer or permit any lien to be filed against the premises, any building thereof, or any part thereof or the Tenant's leasehold interest, by reason of work, labor, services or materials performed or supplied to Tenant or anyone holding the premises or any part thereof under Tenant. If any such lien is filed against the premises or any improvement thereon or Tenant's leasehold interest, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same.

22. Indemnity by Tenant. Tenant agrees that Landlord shall not be liable for any claims for death of or injury to person or damages to or destruction of property sustained by Tenant, its sublessees, licensees, invitees, or by any other person in the premises, including without limiting the generality of the foregoing, any claims caused by or arising from the condition or maintenance of any part of the premises unless such damage is caused by the sole negligence of Landlord. Tenant hereby waives all claims therefor and agrees to indemnify and save Landlord harmless against any such claim, loss, damage or liability or any expense incurred by Landlord in connection therewith.

23. Notices. All notices, demands and requests to be given by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be sent by United States registered or certified mail, postage prepaid, addressed to Tenant at 127 S. Mission Street, Wenatchee, Washington 98801, or at such other place as Tenant may from time to time designate by notice to Landlord. All notices, demands and requests by Tenant to the Landlord shall be sent by United States registered or certified mail, postage prepaid, addressed to Landlord at P.O. Box 519, Wenatchee, Washington 98807-0519, or at such other place as Landlord may from time to time designate by notice to Tenant. Notice, demands, and requests served upon Landlord or Tenant as provided in this Section in the manner aforesaid shall be deemed sufficiently served or

given for all purposes hereunder at the time such notice, demand, or request shall be so mailed in any post office in Wenatchee, Washington.

24. Performance of Covenants. If Tenant shall fail to make any payment or perform any of the Tenant's obligations under this Lease, Landlord may, without notice to or demand upon Tenant and without waiving or releasing Tenant from any obligations of Tenant under this Lease, make such payment or perform such obligation in such manner and to such extent as Landlord deems desirable. All sums so paid by Landlord and all necessary costs and expenses in connection with the performance of any such obligation by Landlord, together with interest thereon at the rate of twelve percent (12%) per annum, compounded monthly, from the date of the making of such expenditure by Landlord, shall be deemed additional rent hereunder and shall be payable to Landlord on demand.

25. Surrender of Premises. Tenant, at the expiration or sooner termination of this Lease, shall quit and surrender the premises in good, neat, clean and sanitary condition, except for reasonable wear and tear and damage not caused by any act or omission by Tenant, its employees, agents, invitees or licensees.

26. Force Majeure. Landlord's failure to perform any of its obligations under this Lease shall be excused if due to causes beyond the control and without fault or negligence of Landlord, including but not restricted to acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics and strikes.

27. Light, Air and View. Landlord does not guarantee the continued present status of light, air or view over any premises adjoining or in the vicinity of the premises.

28. Miscellaneous.

(a) Non-waiver. No failure of Landlord to insist upon the strict performance of any provision of this Lease shall be construed as depriving Landlord of the right to insist on strict performance of such provision or any other provision in the future. No waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. No acceptance of rent or of any other payment by Landlord from Tenant after any default by Tenant shall constitute a waiver of any such default or any other default. Consent by Landlord in any one instance shall not dispense with necessity of consent by Landlord in any other instance.

(b) Attorneys' Fees. If an action be commenced to enforce any of the provisions of this Lease, the parties shall bear their own attorneys fees and costs incurred therein.

(c) Captions and Construction. The captions in this Lease are for the convenience of the reader and are not to be considered in the interpretation of its terms.

(d) Partial Invalidity. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced as written to the fullest extent permitted by law.

(e) Governing Law. This Lease shall be governed by the law of the State of Washington.

(f) Entire Agreement. This document contains the entire and integrated agreement of the parties and may not be modified except in writing signed and acknowledged by both parties.

(g) Remedies Cumulative. The specified remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may lawfully be entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of the violations, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Lease.

(h) Time. Time is of the essence to this Lease.

(i) Conflict of Provisions. In case of conflict, the more specific provision of this Lease shall control.

(j) Binding Effect. Subject to the provisions of Section 15 hereof, this Lease shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease at Wenatchee, Washington, the day and year first above written.

LANDLORD:

CITY OF WENATCHEE

By  _____
FRANK J. KUNTZ, Mayor



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Nathan Hahn, Police Administration Sergeant
Wenatchee Police Department

MEETING DATE: July 28, 2022

I. SUBJECT

Partnership Operating Agreement between BlueBridge Alliance, City of East Wenatchee, and City of Wenatchee.

II. ACTION REQUESTED

Staff recommends the City Council approve and authorize the Mayor's signature for this Partnership Operating Agreement.

III. OVERVIEW

BlueBridge Alliance is a 501 (c)(3) nonprofit program that assists law enforcement with the delivery of assistance to individuals in need with on-the-spot aid. This accomplished through pre-loaded debit cards assigned to officers, authorized to make program approved purchases. BlueBridge provides funding assistance, technology, model policies and guidelines, procedural templates, training materials, and community advocacy to participating law enforcement agencies. East Wenatchee and Wenatchee police departments have been selected to participate in a pilot project. Initial funding will be provided by BlueBridge Alliance with pass-through dollar obtained in the 2022 Washington State Budget. Local fund raising will be necessary to sustain this program. Per the agreement, BlueBridge Alliance reserves the right to retain up to 15% of the gross amount of local, agency-specific fundraising donation to cover operating costs.

IV. FISCAL IMPACT

There are no current fiscal impacts associated with this agreement.

V. REFERENCE(S)

1. Partnership Operating Agreement.

VI. ADMINISTRATIVE ROUTING

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

This Partnership Operating Agreement (“Agreement”) is made between BlueBridge Alliance, a nonprofit corporation, (“BlueBridge”) and East Wenatchee Washington Police Department, in coordination with Wenatchee Washington Police Department, operating the BlueBridge Program as "Wenatchee Valley WA" (“Agency”), is effective on the date signed by Agency.

1. DESCRIPTION AND DURATION OF SERVICES.

BlueBridge will provide the following services (“Services”) to Agency:

- A. BlueBridge will provide Agency with required technology (both hardware and software), to implement the BlueBridge program. BlueBridge will provide and make readily available to Agency copies of guidelines, standards, training materials and procedural manuals.
- B. BlueBridge will provide Agency with initial training as well as reasonable ongoing support for the successful implementation of the BlueBridge program.
- C. BlueBridge will make reasonable efforts to keep Agency apprised of changes to BlueBridge software or policies and procedures, and provide Agency training, as appropriate.

Agency agrees to operate the BlueBridge program in accordance with provided or published BlueBridge guidelines, standards, ethics, and procedures, as outlined in BlueBridge materials or resources.

Unless otherwise provided for in this Agreement, this Agreement will remain in effect until terminated in writing by either party, and termination does not need to be for cause.

2. RELATIONSHIP OF PARTIES.

Both parties agree that BlueBridge is an independent contractor working with Agency. BlueBridge is solely responsible for all of its personnel and for all withholdings, taxes, or payroll issues concerning BlueBridge personnel. This clause extends to any third parties BlueBridge may engage to perform Services under this Agreement. Under no circumstances shall BlueBridge be construed to be acting in furtherance of Agency’s law enforcement duties, nor shall BlueBridge be construed to be a state actor, acting under color of law, or otherwise liable for any of Agency’s actions in any action arising under 42 U.S. Code § 1983 or § 1985.

3. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP.

Any social media contacts, including “followers” or “friends” that are acquired through BlueBridge social media accounts (including e-mail addresses, blogs, Twitter, Facebook, YouTube, or other social medial networks) used or created by BlueBridge to promote the BlueBridge Program are the property of BlueBridge.

BlueBridge reserves the right to mention the Agency's name, use the Agency's likeness (including logos, colors, or other identifying features), or the names and likenesses of Agency employees participating in the BlueBridge program for any non-commercial fundraising or promotional purpose implemented by BlueBridge, without prior notice or consent from the Agency.

BlueBridge also retains exclusive rights to all BlueBridge software, documentation, training materials, procedural manuals, or any other BlueBridge intellectual property provided to Agency. Agency may not modify in any way, make unauthorized copies of, or allow unauthorized persons to use or view BlueBridge software. Agency also agrees to safeguard and protect all BlueBridge user and program data in accordance with Agency's security protocols for sensitive employee information.

The rights to mention the Agency's name, use the Agency's likeness and use the names and likenesses of any Agency employees terminates upon termination of this Agreement.

4. TANGIBLE PROPERTY OWNERSHIP AND USE.

As part of the BlueBridge program, BlueBridge will furnish to Agency a laptop computer and other necessary materials to Agency for Agency's administration of the BlueBridge program. BlueBridge retains full ownership interests in any computer, accessory, or other tangible item furnished to Agency for successful implementation of the BlueBridge program. Agency agrees to return any item furnished by BlueBridge to Agency in a reasonable time, upon written request, and for any reason. Upon termination of this Agreement, Agency agrees to return any items furnished by BlueBridge within 30 days of termination.

Agency agrees to be liable for any damage to BlueBridge equipment under Agency's control. Agency agrees to promptly alert BlueBridge in writing within 5 business days of damage. BlueBridge retains the right to repair or replace any damaged equipment, at Agency's sole expense.

5. FUNDRAISING.

BlueBridge will assist Agency with fundraising efforts, and provide reasonable funding resources as available through BlueBridge's efforts. BlueBridge engages in direct fundraising efforts, designed to support all participating agencies. Agency assumes full responsibility for local fundraising efforts to sustain Agency program spending goals. BlueBridge will provide guidance on fundraising efforts and use reasonable means to support those efforts as needed.

BlueBridge reserves the right to retain 10% of the gross amount of local, agency-specific fundraising donations to cover operational costs of running the BlueBridge program. This rate is

subject to adjustment, but not to exceed 15% of the gross amount, if required operational costs are above BlueBridge's required operational costs to provide needed support to participating agencies.

BlueBridge will notify Agency in writing 30 or more days before any adjustments take effect.

6. USE OF FUNDS.

Bluebridge will have sole discretion as to the amount of funds released for use by the Agency at any given time. All funds raised for the Agency through local fundraising will be designated for and distributed to Agency, minus the percentage BlueBridge reserves for operational costs mentioned in this Agreement.

Agency may elect to share their BlueBridge designated funds with another participating agency. Agency will have sole discretion on sharing funds with another agency, provided Agency only shares funds with an agency who is a member of the BlueBridge Program in good standing. If Agency elects to share BlueBridge designated funds with another participating agency, the Agency will work with BlueBridge to transfer those funds via financial softwares used.

If any local donor specifies that donated funds may only be used for Agency, BlueBridge will not commingle funds locally raised by Agency with the funding accounts of any other participating agency.

7. PUBLIC RELATIONS, MEDIA, AND MARKETING.

BlueBridge will provide public relations, media and marketing on a regional, state, and national level for the cumulative good of the BlueBridge program and all participating agencies.

Agency will be responsible for coordinating local public relations, media, and marketing campaigns for the Agency's benefit. BlueBridge will provide reasonable guidance and recommendations for maximizing exposure, benefit, and fundraising from these local campaigns. Agency agrees to prominently mention "The BlueBridge Program" by name in all local promotional activities and materials.

8. TERMINATION.

If at any time BlueBridge determines that Agency has operated the BlueBridge program outside of BlueBridge's standards and guidelines, or in a negligent manner, BlueBridge may terminate this Agreement immediately. In such cases, all monies raised to that point will be forfeited. BlueBridge will have sole right to determine what constitutes a violation of BlueBridge's standards or guidelines, as well as sole right to decide to terminate this Agreement under this section.

If this Agreement is terminated with both parties in good standing, all monies raised locally will be transferred to an account of Agency's choosing, in accordance with Agency procedures.

Upon termination of this Agreement for any reason, Agency agrees to return all tangible and intellectual property provided by BlueBridge to Agency. Such return must take place within 30 days. In lieu of the return of intellectual property, Agency may certify in writing that all BlueBridge intellectual property retained by Agency has been destroyed. Such certification must be signed by the Agency administrator of the BlueBridge program.

9. LIABILITY.

Due to the nature of BlueBridge's work, there is a possibility of data loss or downtime. Except in the case of BlueBridge's breach of any written warranty or obligation in this Agreement, the Agency will not hold BlueBridge, its employees, or contractors liable for any damages or downtime incurred as a result of work performed in furtherance of the BlueBridge program. In any case, no claim for damages against BlueBridge under this section may exceed 10% of the actual value of funds, locally raised by the Agency, for the BlueBridge program.

Donors shall have access to answers to Frequently Asked Questions (FAQs) at the time of their donations which includes both the potential use of a portion of the donated funds for administrative expenses, not to exceed 15%, and that in the event of termination of the Agreement for cause by Blue Bridge, donated funds may be allocated by BlueBridge to other agencies.

10. SECURITY.

BlueBridge does not guarantee the future security of its software or work product. Agency will not hold BlueBridge, its employees, or contractors liable for damages or loss incurred as a result of vulnerabilities or security flaws not reasonably foreseen at the time Agency acquires the BlueBridge software and materials for use.

11. CONFIDENTIALITY.

Agency understands and agrees that it will not, at any time, nor in any manner, either directly or indirectly, use or disclose any of BlueBridge's confidential information other than as necessary to exercise Agency's rights to perform its obligation under this Agreement. Agency will reasonably protect all BlueBridge confidential information and treat it as strictly confidential. This provision will remain in effect after termination of this Agreement. "Confidential Information" means information in any form or medium that BlueBridge considers confidential or proprietary, including relating to BlueBridge's technology, trade secrets, business operations, plans, strategies, fundraising, customers, and information with respect to which BlueBridge has contractual or other confidentiality obligations, in each case whether or not designated or identified as "confidential."

12. INDEMNITY.

BlueBridge will defend, indemnify, and hold harmless Agency from and against any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to this indemnification ("Losses") incurred by the Agency resulting from any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise ("Claim") by a third party that arise out of or result from, or are alleged to arise out of or result from: (a) BlueBridge's willful breach of any representation, warranty, covenant, or obligation of BlueBridge including any action or failure to act by any of BlueBridge's personnel, that would constitute such a breach by BlueBridge under this Agreement; (b) any gross negligence or more culpable act or omission in connection with the performance of activity required by or conducted in connection with this Agreement by BlueBridge or any BlueBridge personnel in connection with performing Services under this Agreement.

Agency will defend, indemnify, and hold harmless BlueBridge from and against any and all Losses incurred resulting from any Claim by a third party that arise out of or result from, or are alleged to arise out of or result from: (a) Agency's breach of any representation, warranty, covenant, or obligation of Agency including any action or failure to act by any Agency personnel, that would constitute such a breach by Agency under this Agreement; or (b) any gross negligence or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance of activity required by or conducted in connection with this Agreement by Agency or any Agency personnel in connection with performing Services under this Agreement; or (c) any claim arising against BlueBridge in the furtherance of their duties under this Agreement claiming that BlueBridge acted as a state actor, that BlueBridge's actions under the Agreement constituted state action, or any claim against BlueBridge arising under 42 U.S.C. § 1983 or § 1985.

13. ACTS OF GOD.

Neither party will incur liability or be deemed to be in breach of this Agreement for failure or delay in fulfilling any obligation under this Agreement, provided such failure or delay is caused by, or reasonably related to events beyond the control of the affected party. In the event that a natural disaster, domestic disturbance, severe illness, or other act of God causes one party to fail or delay performance under this Agreement, the party affected will use reasonable efforts to resume and complete performance under the terms of this Agreement. Either party will provide the other party with prompt written notice of any delay or failure to perform caused by events beyond the affected party's control.

ENTIRE AGREEMENT. This Agreement contains the entire agreement between BlueBridge and Agency. Modifications and amendments to this Agreement, including any exhibit or appendix, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

14. SEVERABILITY.



If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision is deemed to be enforced as so limited.

15. GOVERNING LAW.

This Agreement is governed by, and interpreted in accordance with the laws of the State of Washington, without regard to the choice-of-law principles thereof. Any dispute arising out of or relating to this Agreement is to be prosecuted exclusively by a competent court of the state of Washington, or by the district court for the area of BlueBridge's registered head offices.

16. SIGNATORIES.

This Agreement shall be signed by Jernlea Crawford on behalf of East Wenatchee Police Department, and by _____ on behalf of Wenatchee Police Department, and by Brian Spracklen on behalf of BlueBridge.

<p>BlueBridge Representative</p> <p> _____ Signature</p> <p>Jul 21, 2022 _____ Date</p>	<p>Agency Representative (East Wenatchee WA PD)</p> <p> _____ Signature</p> <p><u>7/19/2022</u> _____ Date</p>
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<p>Agency Representative (Wenatchee WA PD)</p> <p>_____ Signature</p> <p>_____ Date</p>
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CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Stephen Neuenschwander, Planning Manager
Glen DeVries, Community Development Director

MEETING DATE: July 28, 2022 & August 11, 2022

I. SUBJECT

2022 Community Development Block Grant (CDBG) Annual Action Plan (AAP)

II. ACTION REQUESTED

- a. Conduct a public hearing and receive public testimony
- b. Provide direction to City staff on projects and funding allocations.
- c. Continue the hearing to August 11, 2022 for decision only to adopt the 2022 CDBG AAP and authorize the Mayor to sign associated assurances, certifications and contracts necessary for implementing the 2022 CDBG AAP.

III. OVERVIEW

Wenatchee is an entitlement community and receives an annual CDBG allocation. The 2022 award is \$256,610.

The 2022 AAP provides low-level detail for projects and activities used to implement and make progress towards the Consolidated Plan goals. The AAP contains details, funding and data associated with the needs of the community addressed through implementation.

The required 30-day comment period for the AAP began on July 9th and concludes on August 9th. The City Council must take final action on the 2022 Annual Action Plan at the August 11, 2022 regular meeting. City staff must submit the plan to HUD no later than August 16, 2022 in order to receive the funding for the 2022 AAP.

At the direction of the Council and the Public Works Economic Development Committee at previous work sessions, City staff have allocated all available funds to public infrastructure such as sidewalks and accessible ramps. The City consultant for CDBG has also advised that based on the annual award amount, the most efficient use of the funds is to fund a singular project. This reduces costs and time to administer the program. Federal HUD representatives have also indicated that many jurisdictions with small award amounts also focus funds to a minimal number of projects.

In addition to the annual award, there are approximately \$57,975 in remaining program funds from the 2019 and 2020 CDBG program years available to be reallocated. The funds have been allocated to the pedestrian infrastructure/facilities project for ADA ramps and sidewalk repairs.

The total allocation for the 2022 fiscal year of \$314,585, includes the following projects at the recommended funding levels:

- \$51,322 for Program Administration and Planning
- \$263,263 for pedestrian infrastructure/facilities

IV. FISCAL IMPACT

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

V. REFERENCE(S)

City of Wenatchee 2022 Annual Action Plan

VI. ADMINISTRATIVE ROUTING

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

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

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

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The 2022 Annual Action Plan will support targeted objectives from the Consolidated Plan through the implementation of the activities listed below. Due to the coronavirus (Covid) and affects it had on both household and economic vitality, the City allocated CDBG-CV funding for responding to, preparing for and preventing additional negative effects of the pandemic.

Goal #1 – Expand Development of Housing and Public Amenities

Objectives Include

- Transportation/Public facilities

Goal #3 – Support Public Services

Objectives Include:

- Project and management support for a low-barrier shelter(s) using CDBG-CV funds.

The goals and objectives for the 2022 CDBG program year will be of city-wide benefit.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

During the 2021 program year (October 1, 2022 to September 30, 2022), the following activities were undertaken:

Objective 1 - Preserving & improving neighborhoods:

- Code Enforcement: The City continued to provide an additional 0.25 FTE code enforcement officer to work in the South-Central Wenatchee Core identified as the target area for CDBG projects. The fall of 2014 was the kickoff for a voluntary compliance-based code enforcement program and has continued to aid residents in violation of City Code the opportunity to comply on a voluntary basis.

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

- Literacy Council: The Wenatchee Literacy Council program provided literacy/English tutoring services primarily to low-moderate income individuals in Wenatchee.
- Code Enforcement Referral & Debris Removal Program: Since 2013, the City has provided support for low- and moderate-income households to voluntarily comply with city code. Services include free dumpster rentals, free dump disposal vouchers and referrals to volunteer community agencies that can assist with clean-up/repair chores. In combination with the guidance and assistance, the code enforcement voluntary compliance program also supports overall code compliance.
- Low-barrier shelter: The program was under development. No contracts were awarded in the 2021 program year and no funds were expended.
- Community for Advancement of Family Education (Café): Expenditures to support historically marginalized and underserved community with educational and information programs.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

In developing the 2020-2024 Consolidated Plan, City staff utilized the development of the Assessment of Fair Housing and Consolidated Plan in addition to other community-focused planning efforts.

Additionally, past plans including the South Wenatchee Action Plan, Wenatchee Comprehensive Plan, Wenatchee Housing Code update, Homeless Housing Strategy Plan and current planning efforts such as the Pedestrian Master Plan all take a look at the intersection of demographics and provide significant insight and data for consideration.

Each of these planning efforts include insight from a broad spectrum of community stakeholders including local homeless service providers, social service agencies, business representatives, government officials and private citizens.

For the 2022 AAP, there was a 30-day comment period published in the Wenatchee World on July 9, 2022 informing the community of a public hearing held at a regularly scheduled City Council meeting on July 28, 2022.

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

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

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

A public notice was published in the Wenatchee World on July 9, 2022 notifying the community of the 30-day comment period and the opportunity to attend a public hearing at the regularly scheduled City Council meeting on July 28, 2022 and August 11, 2022.

6. Summary of comments or views not accepted and the reasons for not accepting them

N/A

7. Summary

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

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible

for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	WENATCHEE	
CDBG Administrator	WENATCHEE	Community Development
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Consolidated Plan Public Contact Information

City of Wenatchee
Community & Economic Development Department
Stephen Neuenschwander
PO Box 519
Wenatchee, WA 98807-0519
Phone: (509) 888-3285
Email: SNeuenschwander@wenatcheewa.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The 2022 Annual Action Plan was developed with careful consideration of public comment that resulted from multiple planning efforts including that of the Regional Assessment of Fair Housing, 2020-2024 Consolidated Plan, 2019-2024 Homeless Housing Strategic Plan and the process of the Pedestrian Master Plan. In addition, a public hearing held on July 28, 2022 and August 11, 2022 provided an additional opportunity to provide feedback prior to adoption.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

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

- Columbia River Homeless Housing Task Force: The City coordinates and chairs the task force which is comprised of local elected officials and community leaders. The role of the committee is to guide the development and implementation of the Homeless Plan and to identify annual funding priorities for homeless services.
- Homeless Task Force Advisory Committee: The City participates in the Homeless Task Force Advisory Committee which is comprised of representatives from local organizations that provide homeless housing services, health services, mental health & substance abuse services, and other social services. The role of the Task Force Advisory Committee is to provide a forum for enhanced communication and coordination between these partner organizations.
- Chelan Douglas Tenant Landlord Liaison Program: The City funds and monitors this committee which is comprised of representatives from local housing programs. The committee is focused on addressing barriers homeless and low-income residents face when attempting to obtain and maintain affordable rental housing.
- The Housing Authority of Chelan County & the City of Wenatchee: The HA operates multi-family housing units and administers Section 8 and Housing Choice Vouchers.
- Mental Health Stakeholders: Catholic Family Services provides intensive community-based mental health services in Wenatchee and is a huge partner and supporter of community empowerment and enhancing quality of life.
- Wenatchee Downtown Association: Supporters and enthusiasts for local small businesses, historic downtown, local culture and volunteers, the Wenatchee Downtown Association believes in the value of each individual’s contribution. The mission to strengthen and enrich the downtown experience provides a unique vision into the community and valuable input into the planning ideas.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City staff and participates in the following task forces that directly address homelessness:

- Columbia River Homeless Housing Task Force: The City coordinates and chairs the task force which is comprised of local elected officials and community leaders. The role of the committee is to guide the development and implementation of the Homeless Plan and to identify annual funding priorities for homeless services.
- Homeless Task Force Advisory Committee: The City participates in the Homeless Task Force Advisory Committee which is comprised of representatives from local organizations that provide homeless housing services, health services, mental health & substance abuse services, and other social services. The role of the Task Force Advisory Committee is to provide a forum for enhanced communication and coordination between these partner organizations.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

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

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Columbia River Homeless Housing Task Force
	Agency/Group/Organization Type	Housing Regional organization Planning organization Business Leaders Civic Leaders Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Housing and Homeless Task Force Advisory Committee is made of the community's housing-focused stakeholders. The AC includes the social services providing services to those in need across both Chelan and Douglas counties. This group has a quarterly, in-person meeting where over 50 representatives are present and has an email list including over 200 recipients able to be notified of the plan, its projects and the opportunity to comment or attend the public hearing.
2	Agency/Group/Organization	EAST WENATCHEE
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Wenatchee and the City of East Wenatchee regularly consult on complementary uses of respective entitlement funds.
3	Agency/Group/Organization	CHELAN-DOUGLAS COMMUNITY ACTION COUNCIL
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs

<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The Community Action Council agency is regularly involved with both the housing and economic development aspects of the City of Wenatchee. Consultation regarding both planning and possible funding options is regularly one-on-one with organizational leadership.</p>
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Identify any Agency Types not consulted and provide rationale for not consulting

N/A

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Washington State Department of Commerce	The City of Wenatchee is part of the Balance of State Continuum of Care and participates as a member of the State's Continuum of Care/Balance of State Committee. Information and input from this committee was incorporated into the Annual Plan.
Wenatchee Urban Area Comprehensive Plan	City of Wenatchee	The goals of the Comprehensive Plan are broader in scope than the goals of the Consolidated Plan. However, it aligns with Comprehensive Plan goals for housing affordability; housing equity; coordination with service agencies & community advocates; & entrepreneurial support.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Chelan-Douglas Homeless Housing Strategic Plan	City of Wenatchee	<p>The City of Wenatchee serves as the lead entity for overseeing the development and implementation of the Homeless Housing Strategic Plan. As CDBG has limited resources, the City looks to the implementation of this plan to support housing needs for vulnerable populations through the six (6) identified priorities:</p> <ol style="list-style-type: none"> 1. Increase capacity and strengthen practices to prevent housing crises and homelessness 2. Identify and engage all people experiencing homelessness as quickly as possible 3. Provide access to temporary accommodations to all unsheltered people experiencing homelessness who need it 4. Streamline and improve the coordinated entry process and its connections to housing and services 5. Assist people to move swiftly into permanent housing with appropriate and person-centered services 6. Prevent returns to homelessness through connections to adequate services and opportunities
Community Health Needs Assessment	Action Health Partners	<p>The Community Health Needs Assessment was completed in 2019 and collected regional data from multiple health indicators to identify community needs in the region. Included as a top-ten potential need were Affordable Housing, Employment and Transportation (these meet Goals #1 and #2 of the Consolidated Plan) and aligning with Goal #3 of supporting public services are the needs for nutrition, education and support for individuals related to substance use or teen pregnancy. Priorities that can positively affect the health of the community align seamlessly with CDBG projects.</p>
Regional Assessment of Fair Housing	City of Wenatchee	<p>The City of Wenatchee completed a Regional AFH in partnership with the City of East Wenatchee and the local Housing Authority to identify goals and strategies around reducing fair housing issues and increasing access to opportunity.</p>

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

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

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

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The 2022 Annual Action Plan was developed with careful consideration of public comment that resulted from multiple planning efforts including that of the Regional Assessment of Fair Housing, 2020-2024 Consolidated Plan, 2019-2024 Homeless Housing Strategic Plan and the process of the Pedestrian Master Plan. In addition, a public hearing held on July 28, 2022 provided an additional opportunity to provide feedback.

While developing the 2022 Annual Action Plan, careful consideration of past community feedback and professional recommendation was taken. The information referenced was provided by a broad spectrum of community stakeholders including local homeless service providers, social service agencies, business representative, government officials and private citizens.

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

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

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community			N/A	
2	Internet Outreach	Non-targeted/broad community	No response received	N/A	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Verbal/email info to community groups	Non-targeted/broad community	Spoke with the Literacy Council about continuing funding for their program.		N/A	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

In addition to CDBG funding, the City of Wenatchee receives state and local funding to support homeless

Continuum of Care activities. Anticipated funding for 2022 is outlined in the table below.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	256,610	0	57,975	513,220	<p>The annual allocation is a formula grant amount determined by the U.S. Department of Housing & Urban Development.</p> <p>The prior year resources include a combination of both prior year remaining formula grant amounts totaling \$57,975 (Program Year 2021 carry-over includes \$36,149 from Admin, \$19,926 Sidewalk tripping hazards, and \$1,900 from CE Referral Program)</p>	

Table 5 - Expected Resources – Priority Table

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

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Expand Development of Housing & Public Amenities	2020	2024	Non-Housing Community Development	City of Wenatchee	Housing Options Multimodal Transportation Business Stability	CDBG: \$205,288 _____	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted* Businesses assisted:

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Expand Development of Housing & Public Amenities
	Goal Description	

Projects

AP-35 Projects – 91.220(d)

Introduction

The 2022 Annual Action Plan includes the projects listed below that align with the strategic goals of the City's Consolidated Plan.

The project funding amounts listed are estimates. If the City's actual allocation amount plus amount available from the previous year plus program income is different than the estimated amount, the City will increase/decrease the project budgets as follows: 1.) Adjust Public Services projects to constitute 15% of the total allocation; 2.) Adjust the Administration project to constitute 20% of the total allocation; and 3.) Adjust the pedestrian infrastructure and facilities to increase by the remaining available amount after #1 and #2 are applied.

Projects

#	Project Name
1	Program Administration and Planning
2	Public Service - CV - Low Barrier shelter (s)
3	Pedestrian Infrastructure/Facilities

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The community needs public improvements in low-income neighborhoods and support services.

AP-38 Project Summary
Project Summary Information

1	Project Name	Program Administration and Planning
	Target Area	City of Wenatchee
	Goals Supported	Expand Development of Housing & Public Amenities Support Public Services
	Needs Addressed	Housing Options Multimodal Transportation Business Stability Public Services
	Funding	CDBG: \$51,322
	Description	City staff will provide management for the CDBG grant, sub-grantees and projects.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	35000 - city wide
	Location Description	City of Wenatchee
	Planned Activities	Support the administration, planning and reporting of the Wenatchee CBDG program
2	Project Name	Pedestrian Infrastructure/Facilities
	Target Area	City of Wenatchee
	Goals Supported	Expand Development of Housing & Public Amenities
	Needs Addressed	Multimodal Transportation
	Funding	CDBG: \$263,263 (205,288 from 2022 award and 57,975 from program carry-over)
	Description	Provide new or improved infrastructure/facilities for households predominantly low- to moderate-income.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	A sidewalk benefit area is often for a couple hundred households and will be prioritized for those that are low- and moderate-income.
	Location Description	The project will be located between Fifth St and Washington below Miller and above Chelan Avenue
	Planned Activities	Install or reconstruct pedestrian infrastructure/facilities such as sidewalks and accessible ramps.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

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

Geographic Distribution

Target Area	Percentage of Funds
City of Wenatchee	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

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

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

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

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

There is a severe housing cost burden on low-income residents, and the low rental vacancy rate provides a disincentive to rental property owners to accommodate low-income tenants. Additionally, many renters are over-housed, as there is a shortage of single unit rental properties.

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

Table 9 - One Year Goals for Affordable Housing by Support Requirement

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

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of Chelan County & the City of Wenatchee provides a range of housing and housing services including:

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

The Housing Authority owns and manages three multi-family properties in Wenatchee. These developments were built 20 - 30 years ago, and therefore, are beginning to require repairs and rehabilitation. The total rehabilitation cost is estimated to be \$1.4 million dollars. The Housing Authority does not have any public housing it owns or manages.

Actions planned during the next year to address the needs to public housing

The City of Wenatchee has a long-standing and positive working relationship with the Housing Authority. They have plans to create access to additional units throughout the region. Additionally, future CDBG funds allocated to infrastructure improvements (i.e. sidewalks, lighting) may be targeted to areas surrounding the Housing Authority's low-income housing properties.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

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

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

As of July 2020, the City of Wenatchee has adjusted management of the Chelan Douglas Consolidated Homeless Grant to a shared management role between Wenatchee and Chelan County of funds that benefit the Wenatchee MSA. Now, the City of Wenatchee manages the following funds that are expected to bring in approximately \$2,065,000 annually to the region:

- 2163 Local Document Recording Fees (\$180,000/year) for general activities focused on reducing homelessness in the City of Wenatchee.
- 1406 Affordable Housing Tax (\$85,000/year) to support capital projects and supportive service for individuals experiencing homelessness in the City of Wenatchee
- 1590 Affordable Housing Tax (\$1,800,000/year) to support capital projects and supportive services for individuals experiencing homelessness in the cities of Wenatchee and East Wenatchee

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

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

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The following goals and activities, using other resources (non-CDBG funds), will be pursued in 2022 to reduce homelessness in the region:

- Promote & fund a balanced mix of services that will meet the diverse of needs of homeless individuals including children/teens; individuals with mental health and/or substance abuse issues; individuals with disabilities; Veterans; the chronically homeless; & those at-risk for

homelessness.

- Prioritize a rapid rehousing approach that centers on providing homeless people with permanent housing quickly and then providing progressive support services as needed.
- Prioritize a targeted prevention approach that focuses on helping individuals at-risk of homelessness maintain their housing, thereby preventing homelessness.
- Manage a coordinated entry system in which homeless individuals who are seeking social services are able to quickly and easily locate and connect with services that best meet their needs.
- Develop simple & effective data systems in order to better quantify services, evaluate effectiveness, and identify gaps/opportunities for improvement.
- Allocate resources based on identified community needs and the achievement of targeted performance outcomes.
- Promote communication and collaboration among local social service providers.
- Promote public awareness/education and seek out broad-based community input.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Wenatchee adopted a portion of the sales tax to support capital projects to house and provide housing-related services to those in need. This will also be complemented by the CDBG-CV funds that are supporting the increased access to individuals without shelter.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

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

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

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

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

AP-85 Other Actions – 91.220(k)

Introduction:

The 2022 Annual Action Plan includes a variety of other actions that will address HUD requirements & support the objectives outlined in the City's Consolidated Plan. These specific actions are described below.

Actions planned to address obstacles to meeting underserved needs

The City will continue to conduct public outreach to ensure that the broader community is aware of the needs and opportunities identified in the Consolidated Plan and Annual Action Plan. In addition, the City will actively work to engage potential employer and landlord partners in overcoming obstacles to employment and housing. In 2016, that City of Wenatchee completed a Limited English Proficiency (LEP) Plan and will continue these efforts. The City will also continue to provide Section 3 information to local businesses and individuals as a result of the City of Wenatchee receiving over \$200,000 in CDBG funding for the 2022 program year.

Actions planned to foster and maintain affordable housing

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

- The City will communicate regularly with local property owners/managers to identify potential barriers to maintaining affordable housing. This information will be used to update the Consolidated Plan and follow-on Annual Action Plans.
- The City will continue to fund the Landlord/Tenant Outreach Committee. This committee is made up of representatives from local housing providers. Its focus is to address barriers their clients face when attempting to obtain affordable rentals. Activities include: 1) Recruiting landlords who are open to renting to vulnerable populations; 2) Providing landlord liaison assistance when problems arise between landlords/tenants; 3) Providing education and training for both landlords and tenants on their respective rights and responsibilities.
- The City manages homeless dollar allocations and will continue to provide support for agencies that are strong advocates of fair housing and access to affordable housing.
- In addition to providing funding, City staff sits on the Board and several committees of the Our Valley Our Future organization (OVOF). OVOF is an independent, nonpartisan, community-based organization that engages and collaborates with the people and organizations of Our Valley in working to achieve our region's shared, long-range vision including affordable and accessible housing.

Actions planned to reduce lead-based paint hazards

The City's Code Enforcement staff will address lead-based paint issues that arise. In addition, the City

will include lead-based paint hazard information in community education and outreach materials.

Actions planned to reduce the number of poverty-level families

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

Actions planned to develop institutional structure

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

Actions planned to enhance coordination between public and private housing and social service agencies

Actions taken by the City in developing the Consolidated Plan, such as conducting community outreach and facilitating community-based committees, have continued on an ongoing basis. Input from these activities aided in the development of the 2022 Annual Action Plan and will be used for future planning efforts. These actions also promote greater coordination and communication between public/private housing agencies and other social service agencies.

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

In 2021, the City transferred management of the Coordinated Entry system to Chelan County.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

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

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

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

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Attachments

Citizen Participation Comments

CDBG PUBLIC COMMENT

INSERT Grantee SF-424's and Certification(s)

INSERT SF 424 application

INSERT Assurances