



WENATCHEE CITY COUNCIL

Thursday, August 11, 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).

4:30 p.m. Special Meeting. City Council tour of new city hall space.

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 #204027 through #204116 in the amount of \$1,129,616.24 for July 21, 2022
Wires #1563 through #1565 in the amount of \$59,175.73 for July 25, 2022
Claim checks #204117 through #204208 in the amount of \$828,472.65 for July 28, 2022
Benefits/deductions in the amount of \$968,580.52 for July 29, 2022
Claim checks #204223 through #204233 in the amount of \$27,384.62 for August 2, 2022
Claim checks #204234 through #204290 in the amount of \$684,598.30 for August 4, 2022
Payroll distribution in the amount of \$616,651.20 for August 5, 2022
- *Motion for City Council to accept the work performed by the contractor, Signature Roof Service LLC for the Wenatchee Convention Center Roofing Project, Project No. SW2201, and further authorize the Mayor to sign the Final Contract Voucher Certificate.*
- *Motion for City Council to accept the work performed by the contractor, Barcott Construction LLC, on City Project No. 1905-1 and further authorize the Mayor to sign the Final Contract Voucher.*

4. Presentations

- Chelan-Douglas Community Action Council – Alan Walker

5. Action Items

- A.** Mid-Year Cost of Living Adjustment (COLA) in response to the rising cost of inflation
Presented by Director Human Resources Kari Page
Action Requested: *Motion for City Council to approve Ordinance No. 2022-15, repealing Ordinance No. 2021-32, and to authorize the Mayor to sign Memorandums of Understanding (MOU) between the City/AFSCME and City/Police Guild.*
- B.** Consider Acceptance of a Washington State Department of Commerce 2023 Local and Community Projects Grant
Presented by Parks, Recreation & Cultural Services Director David Erickson
Action Requested: *Move to accept the Washington State Department of Commerce 2023 Local and Community Projects Grant (23-96643-129) in the amount of \$533,500 for the Wenatchee City Pool Repair Project and authorize the Mayor to sign the agreement.*
- C.** Amended and Restated Interlocal Agreement for North Central Washington Special Investigations Unit
Presented by Police Captain Brian Chance
Action Requested: *Motion for City Council to approve and authorize the Mayor's signature on the Amended and Restated Interlocal Agreement for North Central Washington Special Investigations Unit.*
- D.** Drinking Water Capital Improvement Project Plan Amendment
Presented by Utilities Assistant Manager Terry O'Keefe
Action Requested: *Motion for City Council to adopt the 2022-2032 Drinking Water Capital Improvement Project Plan and amend the City of Wenatchee 2018 Comprehensive Water System Plan.*

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.

E. Continuation of Public Hearing from July 28, 2022

2022 Community Development Block Grant Annual Action Plan
Presented by Planning Manager Stephen Neuenschwander and Community Development
Director Glen DeVries

Action Requested: *Motion for City Council to adopt the 2022 Community Development
Block Grant Annual Action Plan and authorize the Mayor to sign associated assurances,
certificates 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 28, 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 3 Top Rojanasthien; Councilmember Position 4 Travis Hornby; Councilmember Position 5 Mark Kulaas; Councilmember At-Large "A" Linda Herald; Councilmember At-Large "B" Keith Huffaker

Staff Present: Executive Services Director Laura Merrill; City Attorney Steve Smith, City Clerk Tammy Stanger; IS Support Jessi Saucedo; Parks, Recreation & Cultural Services Director David Erickson; Finance Director Brad Posenjak; Community Development Director Glen DeVries; Police Sergeant Nathan Hahn

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call. Mayor Frank J. Kuntz called the meeting to order at 5:15 p.m. Councilmember Mike Poirier led the Pledge of Allegiance. All Councilmembers were present.

2. Citizen Requests/Comments

Elvis Garcia, 24 South Miller, Wenatchee, thanked the Mayor and Council for allowing his Foundation to hang the diversity banners in June, and stated if flying the banners saves just one life it's worth it.

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

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

4. Presentations

- Goathed Warriors – Doug Pauly presented a Power Point presentation highlighting the past six years of effort to eradicate the goatheads in the region. He thanked the Mayor and Council for their partnership and the Mayor and Council thanked him for all of his hard work and dedication with the program.

5. Action Items

A. Consider Rejecting the Pool Repair Project Construction Bid

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

Motion by Councilmember Keith Huffaker to authorize the Mayor to reject the bid from The Pool Company for the City Pool Repair Project. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

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

Executive Services Director Laura Gloria presented the staff report. Council asked questions.

Motion by Councilmember Travis Hornby 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. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

C. Removing Inequities in Outside City Limit Sewer Rates

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

Motion by Councilmember Mike Poirier for City Council to adopt Ordinance No. 2022-14 amending and restating Section 4.08.060 WCC "Special Provisions." Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).

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

Finance Director Brad Posenjak presented the staff report.

Motion by Councilmember Linda Herald for City Council to approve the Interlocal Agreement for Providing District Court Services Between Chelan County and the City of Wenatchee. Councilmember Top Rojanasthien seconded the motion. Motion carried (7-0).

- E. Facility Lease Term Extension between the Wenatchee Valley Museum and Cultural Center and the City of Wenatchee

Executive Services Director Laura Gloria presented the staff report.

Motion by Councilmember Mark Kulaas for City Council to authorize the Mayor to negotiate and approve a lease extension agreement with the Wenatchee Valley Museum and Cultural Center. Councilmember Keith Huffaker seconded the motion. Motion carried (7-0).

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

Police Administrative Sergeant Nathan Hahn presented the staff report and Power Point presentation. Council asked questions.

Motion by Councilmember Travis Hornby 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. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).

6. Public Hearings. The Mayor called the public hearing to order and explained the public hearing process.

- G. 2022 Community Development Block Grant Annual Action Plan

Community Development Director Glen DeVries presented the staff report and Power Point presentation. Council asked questions and commented.

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

Letters received from Jim Bailey, Alan Walker, Jennifer Witherbee, and Patricia Whifield were entered into the record. They all requested that CDBG funding be kept in place for the Literacy Council. The Mayor asked if the Literacy Council could be funded from the city's general fund. Finance Director Brad Posenjak responded that the literacy program could be funded through the city's general fund. The staff recommendation, at the direction of the Council, is to use the CDBG funds for larger projects (i.e. sidewalks).

Motion by Councilmember Mark Kulaas to continue the hearing to August 11, 2022, at 5:15 p.m. or as soon thereafter as the matter may be heard, 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. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

7. Reports

- a. Mayor's Report. The Mayor reported on the following:
- (1) UPS has signed a lease to use the former WSDOT site on North Wenatchee Avenue for six months at \$10,000/month.
 - (2) A letter is being prepared for the Museum for the \$2,000,000 commitment over a period of time for Museum improvements.
 - (3) He attended the *Possibilities* tour yesterday, which included the old fire station building and old police station building.
 - (4) The new City Hall ribbon cutting ceremony is scheduled for November 17. A tour for City Council will be arranged for 4:30 p.m. on August 11.
 - (5) Mid-level wage adjustments are being considered, subject to Council approval, and staff is working with AFSCME and the Police Guild for MOU's related to that.
 - (6) He and Executive Services Director Laura Gloria have attended a lot of meetings (PUD, ALSC Architects, PAC, etc.).
 - (7) The Mayor and Executive Services Director Laura Gloria have been invited to meet with the Nespelem Cultural Committee regarding the Skookum sign to discuss the future of the sign. Blue Bird has replied that they are not interested in dealing with the city
 - (8) The Mayor met with the Chelan Rotarians to see how their glass crusher operation works. Councilmember Kulaas stated the three local Rotary clubs are interested in partnering with an environmental stewardship program (particularly with the wineries).
 - (9) Staff continue to negotiate with the Salvation Army for the sleep center, and Powerhouse Ministries has had to close their location in East Wenatchee.
- b. Reports/New Business of Council Committees

Councilmember Mark Kulaas reminded everyone that National Night Out is next Tuesday, August 2.

Councilmember Keith Huffaker reported he attended the recent Chamber meeting and the housing market is interesting, with several \$1,000,000+ homes, and others that have gone down in price. The Honda dealership owner is now driving a Jeep because there are no Hondas to sell currently. Councilmember Huffaker will attend next week's solid waste meeting.

Councilmember Jose Cuevas reported he will be meeting with several members of the Homeless Housing Task Force next week to learn more about their efforts.

8. Announcements. None.

9. Close of Meeting. With no further business the meeting ended at 6:42 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Elisa Schafer, Facilities Manager *ES*
Public Works Department

MEETING DATE: August 11, 2022

I. SUBJECT

Wenatchee Convention Center Roofing Project, Project No. SW22-01

II. ACTION REQUESTED

Staff recommends that the City Council accept the work performed by the contractor, Signature Roof Service LLC for the Wenatchee Convention Center Roofing Project, Project No. SW22-01, and further authorize the Mayor to sign the Final Contract Voucher Certificate.

III. OVERVIEW

Approximately 20,000 SF or 75% of the Wenatchee Convention Center roof was at the end of its' useful life and needed to be removed and replaced with new TPO material.

IV. FISCAL IMPACT

Original and final construction contract amount - \$160,728.00

V. PROPOSED PROJECT SCHEDULE

Construction began July 5, 2022 and was physically complete on July 15, 2022.

VI. REFERENCE(S)

1. Final Contract Voucher Certificate

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Gloria, Executive Services Director
Brad Posenjak, Finance Director
Rob Jammerman, Public Works Director
Aaron Kelly, Public Works Operations Manager
Natalie Thresher, Financial Analyst



**City of Wenatchee
Department of Public Works**

**Final Contract
Voucher Certificate**

Contractor Signature Roof Service LLC			
Street Address 27614 132nd Ave SE			
City Kent	State WA	Zip 98042	Date 7/18/2022
City Project Number SW22-01	Federal-Aid Project Number N/A	Highway Number N/A	
Job Title Wenatchee Convention Center Roofing Project			
Date Work Physically Completed 7/15/2022		Final Amount \$160,728.00	

Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Wenatchee nor have I rented or purchased any equipment or materials from any employee of the City of Wenatchee; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Wenatchee for work performed and materials furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Wenatchee from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



[Signature]
Contractor Authorized Signature Required
Crystal Davis
Type Signature Name

Subscribed and sworn to before me, this August day of 20 22 by Crystal, Jean Davis
[Signature]
Notary Public in and for the State of Washington,
residing at Kent, WA

City of Wenatchee

City of Wenatchee hereby accepts the completed contract pursuant to Section 1-05.12 of the contract provisions.

X
Mayor/or Designee

Date of Acceptance



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Jacob Huylar, Engineering Services Manager *JH*
Public Works Department

MEETING DATE: August 11, 2022

I. SUBJECT

City Project 1905 – Waterfront Gateway Phase 1
Final Acceptance

II. ACTION REQUESTED

Motion requested for the City Council to accept the work performed by the contractor, Barcott Construction LLC, on City Project No. 1905-1 and further authorize the Mayor to sign the Final Contract Voucher.

III. OVERVIEW

In December of 2003, the city entered into a settlement agreement with Euclid Enterprises, LLC (Euclid). The agreement was recorded with the Chelan County Auditor (AFN 2162948). As part of that agreement, the city committed to installing approximately 500' of frontage improvements on the west side of Worthen Street, to the north of Thurston, in exchange for additional right-of-way. The agreement made Euclid responsible for the remaining 200' of unimproved frontage.

In December of 2017, the city's Economic Development Department prepared a scoping memo that identified several desired improvements along the city's waterfront. Local Revitalization Financing (LRF) was earmarked to fund the proposed improvements.

The city worked with Euclid to develop a project that filled the 700' gap of frontage improvements on the west side of Worthen. A cost share agreement was executed allowing the city to construct all of the frontage improvements at once and seek reimbursement from Euclid for its share of the work. It too was recorded with the Chelan County Auditor (AFN 2546534). After reviewing the bids, Euclid opted out of participation in the project.

The city's portion of the frontage improvements on Worthen were constructed in the fall of 2021 by Barcott Construction.

IV. FISCAL IMPACT

The project budget is inclusive of two projects phases. The first is the Worthen Street improvements while the second is aesthetic improvements to the Thurston Street underpass. This construction contract completed Phase 1.

The engineer's estimate at the time of bid was \$273,280.00. Barcott Construction's bid was \$217,036.00. The final amount paid to Barcott was \$205,861.81; the city executed a -\$14,713.00 change order to remove Euclid's work from the contract.

V. REFERENCE(S)

1. Final Contract Voucher

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Gloria, Executive Services Director
Rob Jammerman, Public Works Director
Gary Owen, City Engineer
Natalie Thresher, Financial Analyst
Anna Carr, Administrative Assistant



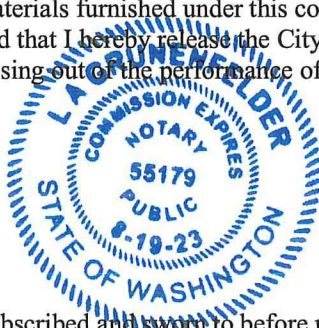
City of Wenatchee
Department of Public Works

Final Contract
Voucher Certificate

Contractor Barcott Construction LLC			
Street Address PO Box 366			
City Chehalis	State WA	Zip 98532	Date May 27, 2022
City Project Number WEN 1905-1	Federal-Aid Project Number N/A	Highway Number N/A	
Job Title Waterfront Gateway Phase 1			
Date Work Physically Completed April 22, 2022		Final Amount \$205,861.81	

Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Wenatchee nor have I rented or purchased any equipment or materials from any employee of the City of Wenatchee; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Wenatchee for work performed and materials furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Wenatchee from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



[Signature]
Contractor Authorized Signature Required
Keiana Barcott
Type Signature Name

Subscribed and sworn to before me this 3 day of AUGUST 20 22
X [Signature]
Washington, _____ Notary Public in and for the State of
residing at ROCHESTER

City of Wenatchee

City of Wenatchee hereby accepts the completed contract pursuant to Section 1-05.12 of the contract provisions.

Mayor/or Designee

Date of Acceptance



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

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

MEETING DATE: August 11, 2022

I. SUBJECT

Mid-year Cost of Living Adjustment (COLA) in response to the rising cost of inflation.

II. ACTION REQUESTED

Motion to approve Ordinance No. 2022-15, repealing Ordinance No. 2021-32 and to authorize the Mayor to sign Memorandums of Understanding (MOU) between the City/AFSCME and City/Police Guild.

III. OVERVIEW

Inflation is near a 40-year high. While housing and gas prices may be the most obvious examples, a wide-range of consumer goods and essential services have increased substantially. This COLA will help ease the burden of consistently rising costs of inflation.

Ordinance No. 2022-15 establishes positions for regular status employment within the City of Wenatchee Management/Administrative Group, fixing the compensation to be paid from August 1, 2022 through December 31, 2022. MOU's fix wage schedules for the same period.

IV. FISCAL IMPACT

Wage schedules are consistent with the numbers and discussions held.

V. REFERENCE(S)

1. Ordinance No. 2022-15
2. 8/1/2022 Management/Administrative Wage Schedule
3. City/AFSCME MOU
4. 8/1/2022 AFSCME Wage Schedule
5. City/Police Guild MOU
6. 8/1/2022 Police Guild Wage Schedule

VII. ADMINISTRATIVE ROUTING

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

ORDINANCE NO. 2022-15

AN ORDINANCE, providing for a cost of living adjustment within the City of Wenatchee Management/Administrative Group effective August 1, 2022, and amending Ordinance No. 2021-32.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WENATCHEE DO ORDAIN AS FOLLOWS:

SECTION I

The City of Wenatchee does hereby provide for a cost of living adjustment for those regular full-time and part-time employment positions as set forth on Exhibit "A" attached hereto and by this reference incorporated herein as though fully set forth. The wage range for these positions shall be as set forth on Exhibit "A." The cost of living adjustment shall be effective retroactive to August 1, 2022.

SECTION II

That this Ordinance shall take effect five days from and after publication as provided by law.

SECTION III

That prior Ordinance No. 2021-32 shall be and hereby is amended to the extent it is in conflict herewith.

**PASSED BY THE CITY COUNCIL OF THE CITY OF
WENATCHEE** this ____ day of August, 2022.

CITY OF WENATCHEE, a municipal corporation

By _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
Tammy Stanger, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney



Management/Administrative Group Monthly Wage Schedule
August 1 - December 31, 2022

Grade	Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5
MA1	Police Chief	11,337.87	11,904.76	12,500.00	13,125.00	13,912.50
MA2	Director of Public Works	10,910.02	11,455.53	12,028.30	12,629.72	13,387.50
MA3	Director of Executive Services Director of Finance	10,696.10	11,230.91	11,792.45	12,382.08	13,125.00
MA4	Director of Community Development	10,268.26	10,781.67	11,320.75	11,886.79	12,600.00
MA5	Police Captain	10,054.34	10,557.05	11,084.91	11,639.15	12,337.50
MA6	Director of Human Resources Director of Information Services Director of Parks, Recreation & Cultural Services	9,840.41	10,332.43	10,849.06	11,391.51	12,075.00
MA7	City Engineer	9,232.24	9,693.85	10,178.54	10,687.47	11,328.72
MA8	Deputy Public Works Director - Utilities Public Works Operations Manager	8,799.31	9,239.29	9,701.24	10,186.31	10,797.48
MA9	Engineering Services Manager	8,311.85	8,727.45	9,163.82	9,622.01	10,199.33
MA10	Assistant Director of Finance Transportation Planning & Development Engineering Manager	8,111.31	8,516.88	8,942.72	9,389.86	9,953.25
MA11	Building/Fire Official Planning Manager	7,915.58	8,311.36	8,726.93	9,163.28	9,713.08
MA12	Senior Development Review Engineer Senior Project Engineer Senior Utilities Engineer	7,722.52	8,108.64	8,514.08	8,939.78	9,476.17
MA13	Capital Projects Manager Development Review Engineer Facilities Manager GIS Manager Network Administrator Project Engineer Utilities Assistant Manager WWTP Supervisor	7,293.70	7,658.38	8,041.30	8,443.37	8,949.97
MA14	Senior Planner	7,106.73	7,462.07	7,835.17	8,226.93	8,720.54
MA15	Storm/Sewer Collections Supervisor Street Maintenance Supervisor Water Distribution Supervisor	6,894.86	7,239.60	7,601.58	7,981.66	8,460.56
MA16	Accounting Supervisor Utility Planner	6,751.47	7,089.05	7,443.50	7,815.67	8,284.62
MA17	City Clerk	6,613.43	6,944.11	7,291.31	7,655.88	8,115.23
MA18	Accountant Parks Maintenance Supervisor Recreation Supervisor	6,470.34	6,793.85	7,133.55	7,490.22	7,939.64
MA19	Building/Fire Inspector Financial Analyst - Public Works Fleet Supervisor Network Specialist Plans Examiner Public Services Supervisor Technical Services Specialist (Police)	6,150.55	6,458.08	6,780.98	7,120.03	7,547.23
MA20	Housing Program Coordinator Human Resources Generalist Staff Engineer	5,800.18	6,090.19	6,394.70	6,714.43	7,117.30
MA21	Asset Management Coordinator Associate Planner Building Inspector Code Compliance Officer Code Compliance Officer/Building Inspector Police Records Supervisor	5,541.40	5,818.46	6,109.38	6,414.85	6,799.74
MA22	Accreditation & Administration Coordinator IS Support Technician	5,379.00	5,647.95	5,930.35	6,226.87	6,600.48
MA23	Administrative Assistant	5,005.95	5,256.25	5,519.06	5,795.02	6,142.72
	Mayor					9,666.90



MEMORANDUM OF UNDERSTANDING

Between

City of Wenatchee

And

Washington State Council of County and City Employees, Local 846, AFSCME, AFL-CIO
(AFSCME)

1. **PURPOSE:** This Memorandum of Understanding ("MOU") outlines the mutual understanding between parties regarding the temporary modification of the duration and pay language in Article's 29 and 14 of the Collective Bargaining Agreement ("CBA") between the parties.
2. **SCOPE:** This MOU covers all AFSCME bargaining unit members.
3. **NO PRECEDENT:** This MOU is established in response to the rising cost of inflation. This MOU is intended to provide a temporary modification to the CBA and is not to be extended beyond the expiration date set forth below. This modification, is not intended to set precedence or create a past practice for the disposition of future agreements, amendments or modifications.

4. **AGREEMENT:**

WHEREAS, the parties entered into a CBA, for the period extending from January 1, 2021 through December 31, 2023, which provides for duration and pay as listed in Articles 29 and 14.

WHEREAS, pursuant to Article 25 – Supplemental Agreement, the parties are authorized to make changes or modification to the CBA, provided that such modifications are mutually agreed upon by both parties.

NOW, THEREFORE, the parties agree that:

- In consideration of the commitments set out below, Employer will apply a one-time 5% COLA, effective the 1st of the month following execution of this MOU, pending City Council approval.
 - The language in Article 29 will be temporarily modified for the term of this MOU as follows:
 - This Agreement shall be effective January 1, 2021 through December 31, 2025.
 - The language in Article 14.9 will be temporarily modified for the term of this MOU as follows:
 - Effective January 1, 2024 and subsequently on January 1, 2025 – an increase in base wages equal to prior year July-July All Urban Consumers (CPI-U), under the CPI-U West Urban Region and B/C Area Size, with a minimum of 2% and a maximum of 3.5%.
 - The language in the 2nd sentence of Article 14.7(b) will be temporarily modified for the term of this MOU as follows:
 - In lieu of reviewing up to ten classifications in July 2022, the Employer and Union will meet to review compensation analysis for up to five (5) classifications in July 2023 and will meet to do the same for up to five (5) classifications in July 2024.
- Members will still receive the contracted increase effective January 1, 2023.



- The Juneteenth MOU executed on April 18, 2022 will be temporarily modified to expire on December 31, 2025 instead of the December 31, 2023 expiration date as stated in that MOU.
- This temporary modification will expire no later than December 31, 2025.

EXECUTED, this ____ day of July, 2022 for:

CITY OF WENATCHEE

By: _____
Frank Kuntz, Mayor

By: _____
Kari Page, Director of Human Resources

AFSCME Local 846

By: _____
Tom Cash, Staff Representative

By: _____
Jehni Rayson, President



APPENDIX A
AFSCME Local 846 Monthly Wage Schedule
August 1 - December 31, 2022

Grade	Job Classification	Step 1	Step 2	Step 3	Step 4
A1	Traffic & Lighting Technician - Senior	6,273.50	6,587.17	6,916.53	7,262.36
A2	Engineering Technician - Senior	6,075.88	6,379.67	6,698.66	7,033.59
A4	GIS Analyst	5,890.18	6,184.69	6,493.92	6,818.62
A5	Engineering Technician Regional Water Plant Operator WWTP Operator	5,774.69	6,063.42	6,366.59	6,684.92
A6	Water Quality Specialist	5,707.45	5,992.82	6,292.47	6,607.09
A7	Facilities Maintenance Technician - HVAC	5,576.00	5,854.80	6,147.53	6,454.91
A8	Mechanic	5,513.16	5,788.82	6,078.26	6,382.18
A9	Code Enforcement Coordinator Pretreatment Technician WWTP Maintenance Technician	5,479.98	5,753.98	6,041.67	6,343.76
A10	Traffic & Lighting Technician WWTP Lab Technician	5,410.57	5,681.10	5,965.15	6,263.41
A11	Cross-Connection Control Specialist Facilities Maintenance Technician - General/HVAC Recreation Coordinator Stormwater Technician	5,292.47	5,557.09	5,834.94	6,126.69
A12	Maintenance Worker II - Streets Utility Worker - Storm/Sewer Collections Utility Worker - Water Water Service Specialist	5,221.75	5,482.83	5,756.98	6,044.82
A13	Permit Specialist PW Customer Service/Permit Specialist	5,071.15	5,324.71	5,590.95	5,870.49
A14	Facilities Maintenance Technician - General Inmate Trustee Coordinator Maintenance Worker II - Parks Police Records Specialist II	5,013.70	5,264.38	5,527.60	5,803.98
A15	Accounting Technician	4,864.09	5,107.29	5,362.66	5,630.79
A16	WWTP Operator-In-Training (OIT)	4,769.27	5,007.73	5,258.12	5,521.02
A17	GIS Technician Maintenance Worker I - Streets Utility Billing Specialist II	4,644.90	4,877.15	5,121.00	5,377.05
A18	Police Records Specialist I	4,581.22	4,810.28	5,050.79	5,303.33
A19	Utility Billing Specialist I	4,428.73	4,650.17	4,882.68	5,126.81
A20	Lube Technician Maintenance Worker I - Parks Maintenance Worker I - Water (Seasonal)	4,286.71	4,501.05	4,726.10	4,962.40
A21	Parking Control Officer	4,208.60	4,419.03	4,639.98	4,871.98
A22	Utility Billing Assistant	3,664.22	3,847.43	4,039.80	4,241.79

MEMORANDUM OF UNDERSTANDING

**Between
City of Wenatchee
And
Wenatchee Police Guild**

1. **PURPOSE:** This Memorandum of Understanding (“MOU”) outlines the mutual understanding between parties regarding the temporary modification of the duration and pay language in Article’s 12.1 and 12.4 of the Collective Bargaining Agreement (“CBA”) between the parties.
2. **SCOPE:** This MOU covers all Police Guild bargaining unit members.
3. **NO PRECEDENT:** This MOU is established in response to the rising cost of inflation. This MOU is intended to provide a temporary modification to the CBA and is not to be extended beyond the expiration date set forth below. This modification, is not intended to set precedence or create a past practice for the disposition of future agreements, amendments or modifications.

4. AGREEMENT:

WHEREAS, the parties entered into a CBA, for the period extending from January 1, 2021 through December 31, 2023, which provides for duration and pay as listed in Article 12.

NOW, THEREFORE, the parties agree that:

- In consideration of the commitments set out below, Employer will apply an inflation COLA of 5%, pending City Council approval, effective August 1, 2022 if this MOU is executed no later than 11:00 A.M. on August 4, 2022 otherwise effective the 1st of the month following execution of this MOU.
 - The language in Article 12.1 will be temporarily modified for the term of this MOU as follows:
 - This Agreement shall be effective January 1, 2021 through December 31, 2025.
 - The language in Article 12.4 will be temporarily modified for the term of this MOU as follows:
 - Effective January 1, 2024 and subsequently on January 1, 2025 – an increase in base wages equal to prior year July-July All Urban Consumers (CPI-U), under the CPI-U West Urban Region and B/C Area Size, with a minimum of 2% and a maximum of 4%. If the CPI-U West Urban Region and B/C Area Size discontinues being published, the City will refer to the next comparable region.
 - The language in Article 11 – Grievances, Article 19 – Reserves and Appendix B – Officer’s Bill of Rights will be open for negotiation in 2023.
- Members will still receive the contracted 4% increase effective January 1, 2023.
- The Juneteenth MOU executed on June 1, 2022 will be temporarily modified to expire on December 31, 2025 instead of the December 31, 2023 expiration date as stated in that MOU.
- This temporary modification will expire no later than December 31, 2025.

EXECUTED, this ___ day of August, 2022 for:

CITY OF WENATCHEE

By: _____
Frank Kuntz, Mayor

By: _____
Kari Page, Director of Human Resources

POLICE GUILD

By: _____
Ryan Weatherman, Negotiations Director

By: _____
Stephen Evitt, President

APPENDIX "A"

Wenatchee Police Guild Wages August 1, 2022

	Monthly Rate	% of Base
Sergeant	\$ 9,681.50	117
Corporal	\$ 8,978.14	108.5
Police Officer, First Class	\$ 8,274.79	100
Police Officer, Second Class	\$ 7,447.31	90
Police officer, Third Class	\$ 7,033.57	85
Police officer, Recruit	\$ 6,371.59	77



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

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

MEETING DATE: August 11, 2022

I. SUBJECT

Consider acceptance of a Washington State Department of Commerce 2023 Local and Community Projects Grant.

II. ACTION REQUESTED

Move to accept the Washington State Department of Commerce 2023 Local and Community Projects Grant (23-96643-129) in the amount of \$533,500 for the Wenatchee City Pool Repair Project and authorize the Mayor to sign the agreement.

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.

Early in 2022 staff worked with Senator Hawkins with support from Representatives Steele and Goehner to apply for a grant through the Department of Commerce to assist with the funding of the needed repairs. The request was successful and the grant agreement is being presented for consideration of acceptance.

IV. FISCAL IMPACT

The grant is for \$533,500 and the project balance would be derived from the \$350,000 State RCO grant accepted by the City in January and City funds.

V. PROPOSED PROJECT SCHEDULE

At this time of this agenda report, the project is anticipated to be re-bid this fall with construction in 2023.

VI. REFERENCE(S)

VII. ADMINISTRATIVE ROUTING

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



Grant to

City of Wenatchee

through

The 2023 Local and Community Projects Program

For

Wenatchee City Pool Repairs (Wenatchee) - This project will repair the City Pool

Start date: 7/1/2021

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Attachment D Certification of Prevailing Wages; Attachment E, Certification of LEED

FACE SHEET

Grant Number: 23-96643-129

**Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit**

1. GRANTEE City of Wenatchee PO Box 519 Wenatchee, Washington 98807		2. GRANTEE Doing Business As (optional)	
3. Grantee Representative David Erickson Parks, Recreation and Cultural Services Director (509) 888-3280 Derickson@wenatcheewa.gov		4. COMMERCE Representative Mark Porter Project Manager (360) 742-4868 Fax 360-586-5880 mark.porter@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Grant Amount \$533,500.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 7/1/2021	8. End Date 6/30/2025, contingent on reappropriation, 6/30/2023 if funds are not reappropriated
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID # 91-6001291	11. SWV # 0007721-00	12. UBI # 048-000-043	13. DUNS # N/A
14. Grant Purpose The purpose of this performance-based contract is to provide funding for repairing the City Pool as described in Attachment A – Scope of Work (the “Project”).			
COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “E” – Certification of Intent to Enter LEED process.			
FOR GRANTEE _____ Frank Kuntz, Mayor _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director _____ Date APPROVED AS TO FORM _____ _____ Date	

**SPECIAL TERMS AND CONDITIONS
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THIS CONTRACT, entered into by and between City of Wenatchee ("GRANTEE"), a Unit of Local Government, and the Washington State Department of Commerce ("COMMERCE"), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2022, Chapter 296, 1026, made an appropriation to support the 2023 Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the GRANTEE intends to complete the Project, which will result in a new plaster liner on the City Pool and help ensure it holds water and remains functional and operational into the future,

WHEREAS, the enabling legislation stipulates that the GRANTEE is eligible to receive funding for the Project.

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$533,500.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.

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- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$250,000 in state funds. Additionally, Commerce reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust.** This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.
- B. Term of Deed of Trust.** The Deed of Trust shall remain in full force and effect for a minimum period of ten (10) years following the later of: (1) final payment of state funds to the GRANTEE under this grant; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the Project, is made useable to the public for the purpose intended by the Legislature. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance.** The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Covenant.** If the project will be partially funded by a loan and the term of said loan is less than the commitment period under this grant contract, COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this contract for at least the term of the commitment period
- E. Subordination.** COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and

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COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement as follows:

- a. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- b. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures in the following cost categories:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - Site preparation and improvements;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for one-hundred percent (100%) of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of

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the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 19, hereof.

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another grant contract, GRANTEE must clearly identify such grant contracts in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

9. SUBCONTRACTOR DATA COLLECTION

GRANTEE will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

10. INSURANCE

A. Insurance Requirements for Reimbursable Activities

The GRANTEE will maintain appropriate insurance coverage throughout any period in which reimbursable activities are conducted. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

B. Additional Insurance Requirements During the Term of the Grant

The GRANTEE shall provide proof to COMMERCE of the following insurance coverage as applicable:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate

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quantity to protect against legal liability related to this Grant but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants. Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant and throughout the commitment period described in Special Terms and Conditions Section 5, 14, and 15.

Property Insurance. The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

- Loss or damage by fire and such other risks;
- Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
- Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed in a building or building on the premises.

Property Insurance coverage shall be maintained in full force and effect during the term of this Grant and throughout the commitment period described in Special Terms and Conditions Section 5, 14, and 15

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.

Fidelity Insurance coverage shall be maintained in full force and effect during the term of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall provide to COMMERCE copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

Professional Liability, Errors and Omissions Insurance for Contractors. The GRANTEE shall require that any contractors providing professional services that are reimbursable under this Grant maintain Professional Liability or Errors and Omissions Insurance. The GRANTEE shall require such contractors to maintain minimum limits of no less than \$1,000,000 per occurrence. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under these policies.

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GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor’s annual instructions for financial reporting. GRANTEE’s participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE’s self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

12. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

13. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

14. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A.** The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state

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funds under this contract, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the Project, is made usable to the public for the purpose intended by the Legislature.

- B.** This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C.** In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 27 (Recapture provision) of the General Terms and Conditions.

15. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A.** The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the Project, is made usable to the public for the purpose intended by the Legislature.
- B.** In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 27 (Recapture provision) of the General Terms and Conditions.

16. MODIFICATION TO THE PROJECT BUDGET

- A.** Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).
- B.** The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C.** Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D.** Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

17. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project,

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any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

18. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Scope of Work the GRANTEE may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

19. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2023 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

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20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

21. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

22. PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section 11, COMMERCE is a public agency subject to the Public Records Act, Chapter 42.56 RCW (the "PRA"). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 11, COMMERCE will notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

23. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

The "Copyright Provisions", Section 13 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

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1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" and "Agreement" and "Contract" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any exhibits, attachments, documents, or materials incorporated by reference, and any amendments executed by the parties.
- D. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

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6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys' fees and costs.

9. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.

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- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

10. BREACHES OF OTHER STATE CONTRACTS

GRANTEE is expected to comply with all other contracts executed between GRANTEE and the State of Washington. A breach of any other agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's discretion, be deemed a breach of this Agreement.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A.** "Confidential Information" as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B.** The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date

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of this Grant. Any person identified by the GRANTEE and their subcontractors(s) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the contract by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

13. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

14. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

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The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this contract does not duplicate any work to be charged against any other grant, subgrant/subcontract, or agreement.

16. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

19. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on

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behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

20. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

21. LICENSING, ACCREDITATION AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

22. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

24. PAY EQUITY

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

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(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

25. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

26. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

27. RECAPTURE

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

28. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

29. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

30. RIGHT OF INSPECTION

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

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31. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

32. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

33. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

34. SUBGRANTING/SUBCONTRACTING

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

35. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

36. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

37. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement

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or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

38. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

39. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

40. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant
All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

41. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Funds awarded under this grant shall be used by the City of Wenatchee for repairing the City Pool located at 220 Fuller St., Wenatchee, WA.

This will include, but not be limited to, removing and replacing the existing plaster liner; replace some pool piping and pool tiles.

This project will serve as a benefit to the public by keeping the city pool open and as a continued resource for the health and vitality for residents in the Wenatchee valley.

Costs related to the work will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

This project is anticipated to be completed by March of 2023.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

Budget

Line Item	Amount
Architecture & Engineering	\$88,500.00
Site Acquisition	\$0.00
Construction	\$1,561,500.00
Capitalized Equipment	\$0.00
Contingency	\$0.00
Other	\$0.00
Total Contracted Amount:	\$1,650,000.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

Certification of the Availability of Funds to Complete the Project

Non-State Funds	Amount	Total
State Grant (State Rec Conservation Office GRANT)	\$350,000.00	
Local City Funding (in-hand)	\$766,500.00	
Total Non-State Funds	\$1,116,500.00	\$1,116,500.00
State Funds		
State Capital Budget	\$533,500.00	\$533,500.00
Total Non-State and State Sources		\$1,650,000.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

GRANTEE

TITLE

DATE

Certification of the Payment and Reporting of Prevailing Wages

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable on the date the Project appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

**Certification of Intent to Enter the
Leadership in Energy and Environmental Design (LEED) Certification Process**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.



GRANTEE

TITLE

DATE



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Brian Chance, Captain
Wenatchee Police Department

MEETING DATE: August 11, 2022

I. SUBJECT

Update and renew Inter-local Agreement (ILA) for North Central Washington Special Investigations Unit (NCWSIU).

II. ACTION REQUESTED

Authorization for Mayor Kuntz to sign the ILA for North Central Washington Special Investigations Unit (NCWSIU).

III. OVERVIEW

This team of local investigators was originally formed in 2011 to allow for combining of local resources on large-scale, multi-jurisdictional investigations. With changes to legislation this team now primarily serves as our regional Independent Investigation Team (IIT) as required by WAC 139-12-030. These teams are intended to conduct independent investigations of officer-involved uses of force that result in death, substantial bodily injury, or great bodily injury.

See PURPOSE for updated language.

IV. FISCAL IMPACT

None.

V. REFERENCE(S)

1. Inter-local Agreement

VI. ADMINISTRATIVE ROUTING

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

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
FOR
SPECIAL INVESTIGATIONS UNIT (SIU)
TO INVESTIGATE OFFICER INVOLVED INCIDENTS**

THIS AMENDED AND RESTATED Interlocal Agreement amends and restates the INTERLOCAL AGREEMENT FOR SPECIAL INVESTIGATIONS UNIT (SIU) TO INVESTIGATE OFFICER INVOLVED INCIDENTS, dated on or about October,1, 2019:

THIS INTERLOCAL AGREEMENT is effective upon the date executed by all parties and its recording with the Chelan County Auditor. In consideration of the mutual covenants below, the parties agree as follows:

1. **PARTIES.** The parties to this Agreement are Chelan and Douglas counties, political subdivisions of the State of Washington, the municipalities of Wenatchee and East Wenatchee, and the Washington State Patrol, an agency of the State of Washington.
2. **AUTHORITY.** This Agreement is entered into pursuant to Chapter 10.93 (Washington Mutual Aid Peace Officers Powers Act) and Chapter 39.34 (Interlocal Cooperation Act) of the Revised Code of Washington.
3. **PURPOSE.** The parties hereto desire to establish a Special Investigations Unit consisting of law enforcement officers from the various local law enforcement agencies to help facilitate orderly, thorough and independent investigations of incidents involving law enforcement officers that results in death, substantial bodily injury, or great bodily harm.
4. **FORMATION.** There is hereby created a multi-jurisdictional team to be known as the “SPECIAL INVESTIGATIONS UNIT” (“SIU”), the members of which shall be officers from some or all of the parties hereto and who shall be selected and shall operate in accordance with WAC 139-12-030 and the Special Investigations Unit Protocol attached as Exhibit A and incorporated herein by reference (“SIU Protocol”).
5. **DURATION AND TERMINATION.** The term of this Agreement shall be through December 31st, 2019. This Agreement shall automatically extend for consecutive one (1) year terms, unless terminated pursuant to the terms of this Agreement.

A party may withdraw its participation in SIU by providing written notice of its intent to terminate or withdraw from this Agreement to the chief law enforcement officer for each party. A notice of withdrawal shall become effective upon the latter of: a) ninety (90) days after service of the notice on the chief law

- enforcement officers for all parties; or b) at the conclusion of any SIU investigation that is pending on the date of service of the notice specified by (a) above. Upon service of a notice of withdrawal, no new investigations shall be assigned to the withdrawing agency.
6. **GOVERNANCE.** SIU shall be governed by the SIU Protocol attached hereto and incorporated by reference. The SIU Protocol may be amended from time to time by written approval of the Voting Member Agencies as defined in the SIU Protocol. Upon such amendment, the amended SIU Protocol will be provided to each Sheriff and Chief and shall supersede any prior versions of the document.
 7. **ASSIGNMENT OF OFFICERS.** The parties agree to cooperate with respect to the assigning of officers to the SIU and that the appointment of the SIU officers will be in accordance with the SIU Protocol.
 8. **REQUEST FOR ASSISTANCE.** As stated in the SIU Protocol, departments are under no obligation to request the assistance of SIU. If the assistance of the SIU is requested, the SIU shall be activated and will operate pursuant to the SIU Protocol.
 9. **ALLOCATION OF LIABILITY/INDEMNIFICATION.** Each party agrees to defend, indemnify, and hold harmless the other parties from and against claims, damages, losses, and expenses, including attorney's fees and legal costs and expenses, arising out of or resulting from its own negligent or intentionally wrongful acts in the performance of this Agreement. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by the concurrent negligence of the parties, each party's liability hereunder shall be limited to the extent of the damages caused by its own negligence. The indemnification obligation of each party shall not be limited in any way by the application of the workmen's compensation act, Title 51 RCW, and each party expressly waives the protection afforded by such law, but, to the extent allowable by law, only for the purpose and only to the extent necessary to fulfill its indemnification obligations to the indemnified parties hereto. The foregoing waiver has been mutually negotiated and agreed upon.

In the event that a claim or lawsuit is brought against a party or its employee(s) for actions arising out of their conduct in the operation of the SIU, such party shall promptly notify all other parties in writing that said claim or lawsuit has been filed or commenced.

10. **NO PRIOR AGREEMENTS.** This Agreement and the exhibit attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement. Any oral or written representations or understandings not expressly incorporated in this Agreement are specifically excluded. This Agreement supersedes all prior negotiations, agreements and understandings with respect thereto. The prior SIU agreement dated on or about October 1, 2019, and

any and all other prior SIU agreements to which any party herein was a party, are fully and comprehensively terminated upon execution and recording of this agreement by all parties hereto. This Agreement may only be amended by a written document duly executed by all parties; provided, the SIU Protocol may be amended as provided in paragraph 6 above.

11. **INTERLOCAL COOPERATION ACT PROVISIONS.** No special budget or funds are anticipated nor created to implement this Agreement. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property contemplated other than as specifically provided within the terms of this Agreement. The Chief of Police for the Wenatchee Police Department or his or her designee shall be the Administrator of this Interlocal Agreement.

12. **FILING WITH AUDITOR.** This Agreement shall be filed with the Chelan County Auditor.

13. **CONTRACTS INVOLVING IMMIGRATION ENFORCEMENT.** Under Washington law, the Washington State Patrol and its personnel are generally prohibited from enforcing federal immigration law. See RCW 10.93.160. Neither WSP nor any of its employees may contract in any way to provide civil immigration enforcement assistance. Consistent with RCW 10.93.160 and Washington Executive Order 17-01, the Parties agree not to use or share any information obtained from the WSP, its systems, or its personnel, with any third parties to support or engage in civil immigration enforcement activities.

14. **AUTHORIZED SIGNATORIES.** By signing below, this signor certifies that he or she has the authority to sign this Agreement on behalf of the party, and the party agrees to the terms of this Agreement.

City of Wenatchee:

Steve Crown, Chief of Police

Frank Kuntz, Mayor

Date: _____

Date: _____

CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Terry O'Keefe, Utilities Assistant Manager

MEETING DATE: August 11, 2022

I. SUBJECT

Drinking Water Capital Improvement Project Plan Amendment

II. ACTION REQUESTED

Motion requested for the City Council to adopt the 2022-2032 Drinking Water Capital Improvement Project Plan and amend the City of Wenatchee 2018 Comprehensive Water System Plan.

III. OVERVIEW

In 2021 City staff completed a drinking water rate analysis and rates became effective on January 1, 2022 to address the aging infrastructure in the City. The plan to fund capital projects included a combination of rate funding and debt. The City was able to secure two low-interest loans from the Washington State Department of Health to fund replacement of about 2,500 feet of asbestos cement pipe and begin design of a new water main on Crawford Avenue between South Miller and Okanogan. To be eligible for upcoming federal and state funding programs and align with other City projects, staff updated costs and added projects to the Drinking Water Capital Improvement Project Plan. If approved by the City Council, the amended capital improvement project plan will be submitted to the Washington State Department of Health for approval and formal amendment of the .

IV. FISCAL IMPACT

The proposed list of capital projects will be funded from the Drinking Water Utility, Fund 401, through rate revenues and state and federal loans and grants. Project costs have been adjusted for the recent increase in capital construction costs.

V. PROPOSED PROJECT SCHEDULE

The proposed drinking capital improvement project plan includes projects that are currently in design as well as future projects that are anticipated in the next 20 years.

VI. REFERENCE(S)

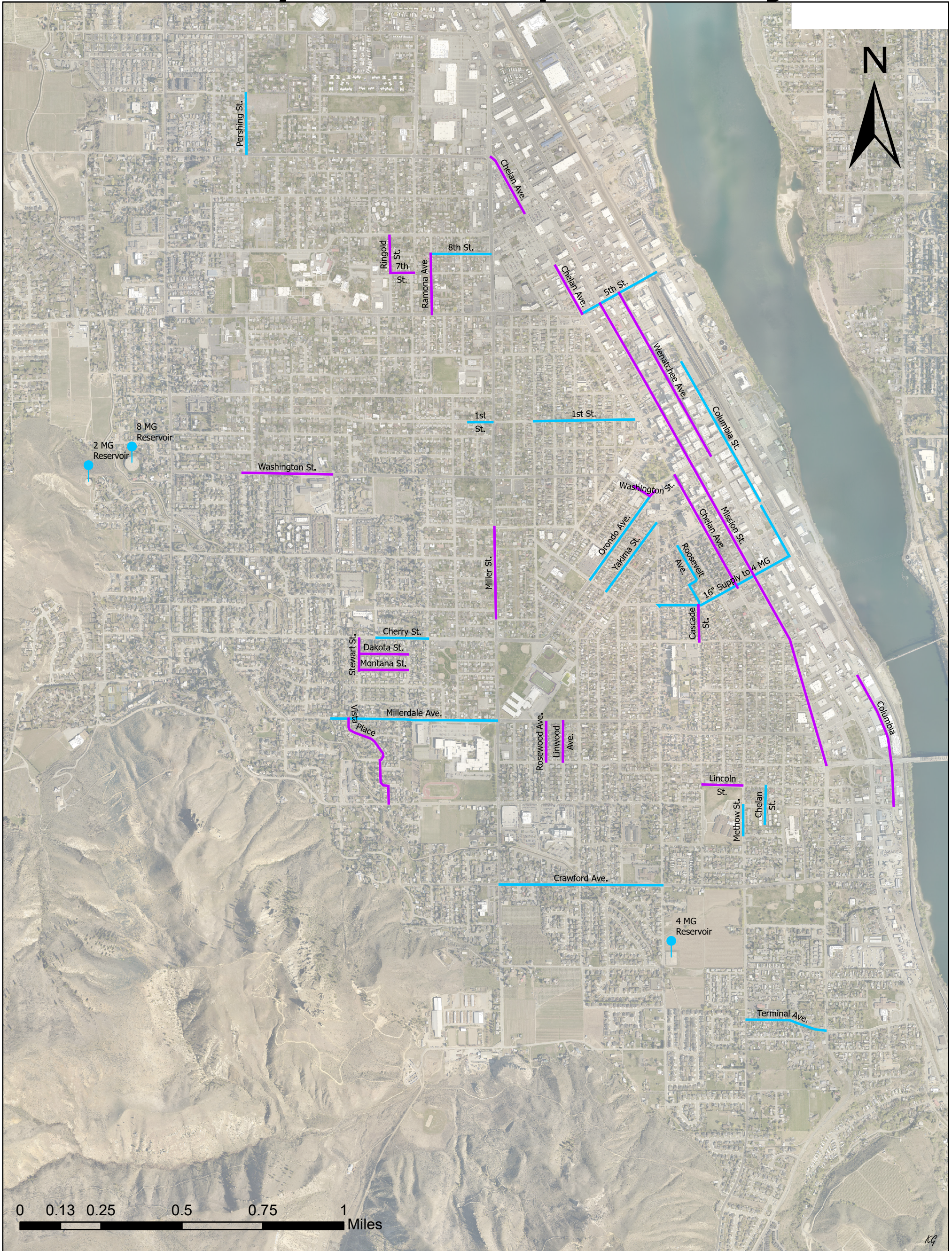
1. 2022-2032 Drinking Water Capital Improvement Project Plan
2. Map of Drinking Water Capital Improvement Projects

VII. ADMINISTRATIVE ROUTING

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

										100%	103.0%	106.1%	109.3%	112.6%	115.9%	119.4%	123.0%	126.7%	130.5%	134.4%	
2018 Plan	City Project No.	Watermain Replacements & Storage Projects	From	To	Size	Length	Purpose	2022 Estimate	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032+		
W9	1916	Methow Street	Lincoln	Marjo	8	650	8" 1946 AC	\$266,297	\$266,297												
W7, W10, W11	1918	Eighth Street/Chelan Avenue/First Street	Miller	Ramona	8	2,000	AC Mains	\$1,054,897		\$1,087,000											
W12 & W13	2202	Crawford Avenue	Okanogan	Miller	16	2,700	14" 1951 Steel; leaks	\$1,441,740			\$1,530,000										
P10		8 MG Reservoir Leak Repairs	8 MG Reservoir - Jefferson Street				Improve DSL	\$1,300,000			\$1,380,000										
		Pershing Street	Springwater	Central	8	1,000	6" 1956 CI	\$1,009,357			\$1,071,000										
		Roosevelt Avenue	Spokane	Alley(Kittitas)	6	1,200	6" 1930 CI, Lead parts	\$1,083,983				\$1,185,000									
W14		Millerdale Avenue	Jessica	Miller	16	2,700	6" 1957 CI; 8" 1958 CI; 10" 1951 Steel. Redundant transmission for BPS 1.	\$2,500,680					\$2,815,000								
E5		Columbia Street	Second	Kittitas	12	2,700	10" 1925 CI; leaks & lead parts	\$1,582,100					\$1,781,000								
P20		4 MG Reservoir Replacement	4 MG Reservoir - Okanogan Ave				1930 Concrete Tank, Improve DSL, Redundancy (New 6 MG tank)	\$13,998,581						\$16,229,000							
W15		Fifth Street	Piere	Chelan	24	1,400	20" 1927 CI - transmission main	\$2,755,480						\$3,195,000							
P15		2 MG & 8 MG Reservoir exterior coating	2 MG & 8MG Reservoir				Maintenance	\$1,524,900								\$1,821,000					
		16" Supply to 4 MG	Columbia	Okanogan	16	3,250	16" 1931 CI - transmission main	\$3,013,976							\$3,599,000						
		Orondo Avenue	Washington	Alaska	6	1,600	6" 1927 CI, lead parts	\$1,204,375								\$1,482,000					
		Yakima Street	Okanogan	Alaska	6	1,420	6" 1930 CI, lead parts	\$833,572								\$1,026,000					
W6		Terminal Avenue	Methow	Mission	6 & 8	1,350	8" 1947 Steel; 6" 1959 CI; leaks	\$900,203									\$1,141,000				
W8		Cherry Street	Saddlerock	St Josephs	12	1,950	8" 1952 Steel / CI. High velocity.	\$1,719,745											\$2,244,000		
		First Street	Adams	Franklin	8	1,700	8" 1927 CI, lead parts	\$602,608												\$810,000	
P1		Annual Small Works	System wide				Replace aging Steel and CI	\$2,000,000	\$200,000	\$206,000	\$213,000	\$219,000	\$226,000	\$232,000	\$239,000	\$246,000	\$254,000	\$261,000	\$269,000		
Subtotal Projects								\$38,792,494	\$466,297	\$1,293,000	\$4,194,000	\$1,404,000	\$4,822,000	\$19,656,000	\$5,659,000	\$2,754,000	\$1,395,000	\$2,505,000	\$1,079,000		
Elective Watermain Replacement			From	To	Size	Length	Purpose														
E1		Lincoln Street	Methow	Cascade	8	900	Loop two dead ends; water quality	\$440,370												\$592,000	
W4&W5		Linwood/Rosewood	Stevens	Russell	8	1,400	6" 1950/1951 Steel; leaks	\$1,053,512												\$1,416,000	
		Ringold Street	7th	9th	8	559	6" 1950s Steel & CI	\$115,000												\$155,000	
		Seventh Street	Ringold	Princeton	8	376	6" 1951 Steel	\$84,600												\$114,000	
		Vista Place	Red Apple	Millerdale	8	1,677	6" 1950s CI	\$1,198,900												\$1,612,000	
		Wenatchee Avenue	Fifth	Orondo	12	3,000	12" 1920s CI	\$3,655,346												\$4,913,000	
		Mission Street	Fifth	Second	8	1,500	8" 1930s CI	\$1,157,480												\$1,556,000	
		Mission Street	Second	Orondo	8	1,600	8" 1930s CI	\$1,186,034												\$1,594,000	
		Mission Street	Orondo	Spokane	8	2,100	8" 1930s CI	\$1,705,574												\$2,293,000	
		Mission Street	Spokane	Stevens	8	3,300	8" 1920s CI	\$2,761,616												\$3,712,000	
		Chelan Avenue	Fifth	Seventh	12	916	12" 1948 Steel	\$1,018,332												\$1,369,000	
		Ramona Avenue	Fifth	Eighth	8	1,125	6" 1954 CI	\$1,044,353												\$1,404,000	
		Miller Street	Coolidge	Idaho	8	1,486	6" & 8" 1956 CI	\$1,133,300												\$1,524,000	
		Chelan Avenue	Orondo	Spokane	8	1,980	6" & 8" 1920s CI	\$1,712,360												\$2,302,000	
		Chelan Avenue	Miller	Ninth	12	1,200	12" 1948 Steel	\$1,000,091												\$1,345,000	
		Columbia Street	Marr	Bridge	8	633	4" 1938 CI	\$213,587												\$288,000	
E2		Montana Street west	Stewart	Gellatly	8	800	6" 1951 Steel	\$601,543												\$809,000	
E3		Dakota Street west	Stewart	Gellatly	8	800	6" 1951 Steel	\$577,623												\$777,000	
E4		Stewart Street	Cherry	Montana	8	550	6" 1951 Steel	\$324,358												\$436,000	
E6		Cascade Street	Peachy	Spokane	8	600	6" CI 1929	\$428,984												\$577,000	
E11		Washington Street east	Summercreek	Elliot	12	1,500	8" CI 1957, 10" Steel 1957	\$965,497												\$1,298,000	
E12		Washington Street west	Okanogan	Douglas	12	600	Replace 12" DI pipe under Courthouse. Replace 4" 1927 CI.	\$419,549												\$564,000	
Subtotal Elective Watermain Projects								\$66,813,058	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,058,000	
Total All Projects								\$105,605,551	\$466,297	\$1,293,000	\$4,194,000	\$1,404,000	\$4,822,000	\$19,656,000	\$5,659,000	\$2,754,000	\$1,395,000	\$2,505,000	\$1,079,000		

Water System Capital Projects



Legend Water Main Capital Improvement Projects

- Water Main Replacement & Storage Projects
- Elective Water Main Replacement Projects
- Reservoir Maintenance Projects



July 1, 2022

KQ

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