



WENATCHEE CITY COUNCIL
Thursday, September 22, 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).

4:45 p.m. Executive Session. Executive session to consider the minimum price for which real estate will be offered for sale when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling public property shall be taken in a meeting open to the public. RCW 42.30.110(1)(c).

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 #204584 through #204673 in the amount of \$1,539,135.24 for September 1, 2022

Claim checks #204675 through #204685 in the amount of \$38,032.36 for September 1, 2022

Payroll (special) distribution in the amount of \$9,055.86 for September 2, 2022

Claim checks #204674 through #204763 in the amount of \$853,324.26 for September 15, 2022

4. Presentations

- Years of Service Milestone Awards

5. Action Items

A. Transportation Benefit District Funding Sources

Presented by Finance Director Brad Posenjak

Action Requested: (1) Motion for City Council to adopt Ordinance No. 2022-18 rescinding the \$20 vehicle licensing fee imposed by the Wenatchee Transportation Benefit District; and (2) Motion for City Council to adopt Ordinance No. 2022-19 imposing an additional sales and use tax of one-tenth of one-percent within the boundaries of the Wenatchee Transportation Benefit District for the purpose of financing the costs associated with transportation improvements in the District identified herein as authorized by RCW 36.73.040; providing for severability and establishing an effective date.

B. Consider Approval of a Purchase Sale Agreement and Property Donation for the Wenatchee Foothills Regional Recreation Area Project (20-1446A)

Presented by Parks, Recreation & Cultural Services Director David Erickson

Action Requested: (1) Motion for City Council to approve the purchase sale agreement for the Volkman Property in the amount of \$373,000 for the Wenatchee Foothills Regional Recreation Area Project (20-1446A) and authorize the Mayor to sign; and (2) Motion for City Council to accept the donation of the East Jacobson Property from the Chelan Douglas Land Trust for the Wenatchee Foothills Regional Recreation Area Project (20-1446A) and authorize the Mayor to sign.

C. 2021-2023 Biennial Stormwater Capacity Grant

Presented by Deputy Public Works Director-Utilities Jessica Shaw

Action Requested: Motion for City Council to approve the 2021-2023 Biennial Stormwater Capacity Grant agreement with the Washington State Department of Ecology and authorize the Mayor's signature for this Grant and any other amendments to this Grant.

D. Columbia River Local Homeless Housing Task Force Grant Proposals

Presented by Community Development Director Glen DeVries

Action Requested: Motion for City Council to authorize the Mayor to enter into grant agreements with the following entities, for the following amounts and the identified purpose: (1) The People's Foundation for two grant contracts each with an individual funding source for a combined amount of \$405,000 for the purposes of providing 34 low barrier shelter beds at St. Francis House with a contract period extending from October 1, 2022 through the end of December 2024; (2) The Wenatchee Rescue Mission for a grant contract for a capital purpose for the installation of a commercial food freezer and authorization for any surplus contingency funding to be utilized for purchase of an oven, stove or dishwasher for a maximum combined amount of \$100,000 enabling the Mission to be able to continue to operate as a 24-7 shelter facility, providing food service to clients;

(3) The Wenatchee Rescue Mission for grant contracts establishing a two phased safe park RV and vehicle program for the unsheltered; a low barrier shelter sleep center with individual detached shelter units of approximately 45 units; and an outreach program serving Wenatchee and East Wenatchee for a combined amount of \$1,360,853. Staff is asking that an additional \$168,274.29 be allocated to the grant in order for the grant to extend through the full calendar year of 2024, then coinciding with the City's budgeting cycle for a combined amount of \$1,529,127.29.

6. Reports

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

7. Announcements

8. Close of Meeting



DRAFT

WENATCHEE CITY COUNCIL
Thursday, September 8, 2022
Wenatchee City Hall Council Chambers
301 Yakima Street, 2nd Floor
Wenatchee, WA 98801
MINUTES

"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 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 Tim McCord; Facilities Manager Elisa Schafer; Senior Planner Matt Parsons; Public Works Director Rob Jammerman; Finance Director Brad Posenjak; Community Development Director Glen DeVries

4:45 p.m. Executive Session. Executive session to consider the acquisition of real estate by purchase when public knowledge regarding such consideration would cause a likelihood of increased price. RCW 42.30.110(1)(b).

The Mayor called the meeting to order at 4:45 p.m. for the purpose of meeting in executive session. The excused absence of Councilmember Mark Kulaas was noted for the record. All other Councilmembers were present.

Motion by Councilmember Keith Huffaker to convene in executive session, with legal counsel present, for a time period not to exceed 5:10 p.m., to consider the acquisition of real estate by purchase when public knowledge regarding such consideration would cause a likelihood of increased price. RCW 42.30.110(1)(b). Councilmember Travis Hornby seconded the motion. Motion carried (6-0).

Executive session ended at 5:10 p.m.

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call. The Mayor called the regular meeting to order at 5:15 p.m. Councilmember Travis Hornby led the Pledge of Allegiance. The excused absence of Councilmember Mark Kulaas was noted for the record. All other Councilmembers were present.

2. Citizen Requests/Comments. None.

3. Consent Items

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

Vouchers:

Claim checks #204492 through #204569 in the amount of \$925,088.70 for August 25, 2022

Payroll distribution (retirees) in the amount of \$11,492.46 for August 31, 2022

Payroll distribution in the amount of \$595,972.58 for September 2, 2022

Benefits/deductions in the amount of \$961,011.46 for August 31, 2022

Motion by Councilmember Keith Huffaker to approve agenda, vouchers, and minutes from previous meetings. Councilmember Travis Hornby seconded the motion. Motion carried (6-0).

4. Presentations

- Constitution Week Proclamation. The proclamation was read by Councilmember Linda Herald and presented by the Mayor to Marjorie Radford.
- Wenatchee Downtown Association. Wenatchee Downtown Association Executive Director Linda Haglund provided a Community Impact Report to the Council and spoke about the upcoming Main Street Conference in Wenatchee on October 19, 20, and 21, and about upcoming WDA sponsored events (Trick-or-Treat on the Ave on October 31, Downtown Wine Walk on November 12, and the Cookie Stroll on December 3). Linda announced she is retiring in February 2023. Councilmember Huffaker thanked Linda for all of her efforts and hard work on behalf of the downtown businesses.

5. Action Items

- A. Wenatchee City Hall Redevelopment Project No. 1716 - TW Clark Change Order No. 14

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

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

- B. Fair Properties LLC Annexation

Senior Planner Matt Parsons presented the staff report.

Motion by Councilmember Linda Herald for City Council to pass Ordinance No. 2022-17 providing for the annexation of an unincorporated area containing five parcels located northeast of the intersection of McKittrick Street and North Western Avenue also known as the Fair Properties LLC Annexation, subject to the provisions of Ordinance No. 2007-34, and all subsequent amendments thereto. Councilmember Travis Hornby seconded the motion. Motion carried (6-0).

Councilmember Huffaker commented and Mayor Kuntz provided additional comments concerning the annexation process through the Chelan County Boundary Review Board.

C. City Project SW22-05 Unit-Priced Concrete Flatwork - Authorization to Award Construction Contract

Public Works Director Rob Jammerman presented the staff report.

Motion by Councilmember Travis Hornby for City Council to award the construction contract for the Unit-Priced Concrete Flatwork, Project No. SW22-05, to Jones Concrete in the amount of \$149,036.50 and authorize the Mayor to sign the contract documents. Councilmember Jose Cuevas seconded the motion. Motion carried (6-0).

6. Public Hearings. The Mayor explained the public hearing process.

D. Jacoby Annexation

Senior Planner Matt Parsons presented the staff report.

The Mayor asked for public comment. There was no one who wished to speak. He turned the matter back over to the Council for action.

Motion by Councilmember Linda Herald for City Council to pass Resolution No. 2022-23 providing for the Notice of Intent to the Chelan County Boundary Review Board to annex certain property to the City of Wenatchee. Councilmember Top Rojanasthien seconded the motion. Motion carried (6-0).

7. Reports

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

1. The Mayor met with the County Commissioners this week and provided his thoughts about the Boundary Review Board process for annexations.
2. The Public Works and Finance Committees discussed the elimination of the \$20 car tab fees and implementation of the sales tax which is allowed per recent legislation, and he provided a brief update to Councilmembers Poirier and Huffaker who should reach out to Finance Director Brad Posenjak for additional information.
3. Executive Services Director Laura Gloria added that there are two open houses scheduled on September 13 from 4-7pm and on September 14 from 7-10am at Pybus for the Riverfront Park planning process.
4. She also added that September 14 is the deadline for receiving offers on the fire station building. A subcommittee may be needed to review the offers, depending on what's received.

5. The Mayor and staff recently met with two developers who were inquiring about the city's processes for a development of the PUD's Fifth Street campus.
- b. Reports/New Business of Council Committees

Councilmember Linda Herald reported that she will be on vacation next week. Councilmember Jose Cuevas will fill-in for her at the Homeless Housing Task Force meeting next Tuesday, and Councilmember Mike Poirier will be her alternate for the next Public Works Committee meeting on September 20 as she will be attending a conference.

Councilmember Mike Poirier reported that there has been a lot of discussion about a regional aquatics center and there is a lot of enthusiasm from the whole region. The Mayor will be attending a meeting that Senator Hawkins has arranged on September 15.

Councilmember Travis Hornby announced that Fiestas Mexicanas is on September 16 and 17. He will be in attendance as Mayor Pro Tem and invited everyone to attend the festivities.

8. Announcements. None.

9. Close of Meeting. With no further business the meeting ended at 5:49 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Kari Page, Director of Human Resources

MEETING DATE: **September 22, 2022**

I. SUBJECT

Years of Service Milestones (YTD 2022). We are honored to express our appreciation for employee dedication and contributions to City success.

II. OVERVIEW

Employee Name	Job Title	Dept	Date
35 Years			
Scott Lieberg	Network Administrator	IS	07/20/22
30 Years			
Yolanda Garcia	Code Enforcement Coordinator	CD	05/13/22
25 Years			
Shellie Collette	Police Records Specialist I	Police	04/01/22
20 Years			
Andy Greer	Street Maintenance Supervisor	PW	04/01/22
Brian Miller	Police Sergeant	Police	04/01/22
Jessica Shaw	Deputy PW Director – Utilities	PW	06/10/22
Michelle Littler	Police Records Specialist II	Police	07/08/22
15 Years			
Jenni Rayson	Water Quality Specialist	PW	05/14/22
Lupe Ontiveros	Utility Billing Assistant	Finance	05/21/22
David Erickson	Director – Parks/Rec/Cultural Services	PRCS	07/30/22
Erik Vasquez	Police Sergeant	Police	12/31/22
10 Years			
Frank Kuntz	Mayor		01/01/22
Chad Noah	WWTP Operator	PW	06/18/22
5 Years			
Brad Posenjak	Director of Finance	Finance	01/11/22
Michael Ballard	Police Officer	Police	04/06/22
Chris Gooch	Facilities Maintenance Tech – General	PW	04/11/22
Jessi Saucedo	Information Systems Specialist	IS	04/24/22
Travis Clark	WWTP Operator	PW	05/02/22
Aaron Kelly	Operations Manager	PW	05/22/22
Stephen Neuenschwander	Planning Manager	CD	06/05/22
Stephanie Valencia	Police Officer	Police	06/15/22
Josh Osborne	Public Service Supervisor	CD	09/25/22
Donald Graves	Police Officer	Police	09/20/22

III. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Brad Posenjak, Finance Director
Finance

MEETING DATE: September 22, 2022

I. SUBJECT

Transportation Benefit District funding sources.

II. ACTIONS REQUESTED

Staff requests the City Council adopt Ordinance 2022-18 rescinding the \$20 vehicle licensing fee imposed by the Wenatchee Transportation Benefit District.

Staff requests the City Council adopt Ordinance 2022-19 imposing an additional sales and use tax of one-tenth of one-percent within the boundaries of the Wenatchee Transportation Benefit District for the purpose of financing the costs associated with transportation improvements in the District identified herein as authorized by RCW 36.73.040; providing for severability and establishing an effective date.

III. OVERVIEW

In 2012, the City Council created the Transportation Benefit District as a separate legal entity governed by the City Council. The Transportation Benefit District governing board adopted Ordinance 2012-TBD-02, establishing an annual \$20 vehicle license fee on vehicles within the City limits. These funds are to be used for the operation, preservation and maintenance of the City's existing transportation projects outlined in the six-year comprehensive plan.

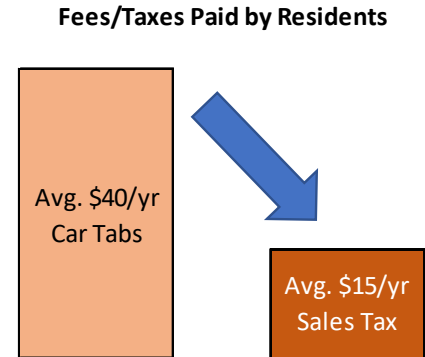
In 2015, legislation allowed the City to assume the full responsibilities and governance of the Transportation Benefit District.

Earlier this year, the State Legislature amended RCW 36.73.065 and RCW 82.14.0455, to include a councilmanic option to levy a 1/10th of 1 percent sales and use tax to fund the Transportation Benefit District.

Staff would like the City Council to consider removing the \$20 vehicle license fee and implementing the 0.1% sales tax. Besides generating additional transportation revenues, this action will spread the transportation funding responsibility among a broader base. Currently, it is only City residents who pay into the Transportation Benefit District, because their vehicles are registered at addresses located within the City limits. A sales tax would generate transportation funding from anyone who travels on City streets to do business in the City. The top four sales tax generating businesses in Wenatchee are regional destinations. Much

of the transportation activity generated by these businesses come from outside City limits.

It is estimated that the average City household registers two vehicles per year and spends an average of \$15,000 on taxable goods. Therefore, the average City household contributes \$40 per year to the Transportation Benefit District. If Council repeals the vehicle license fee and replaces with it with a 0.1% sales tax, a typical household would contribute \$15 per year to the Transportation Benefit District. This would save the average City resident \$25 per year. The remainder of the funding would come from those who live outside the City limits.



Currently, Wenatchee’s sales tax rate is 8.6% and East Wenatchee is 8.4%. The main difference is the 0.2% Public Facilities District tax that applies only to the City of Wenatchee. East Wenatchee recently approved the Transportation Benefit District sales tax and their rate will increase to 8.5%.

If Council approves the sales tax prior to October 15, it can go into effect on January 1, 2023. The \$20 vehicle license fee could end on December 31, 2022.

IV. FISCAL IMPACT

Repealing the \$20 vehicle license fee will eliminate \$625,000 of annual transportation funding. Approving the 0.1% sales tax will generate \$1,450,000 of annual transportation funding.

V. REFERENCE(S)

1. Ordinance 2022-18
2. Ordinance 2022-19

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Gloria, Executive Services Director
Rob Jammerman, Public Works Director

ORDINANCE NO. 2022-18

AN ORDINANCE, of the City of Wenatchee rescinding the \$20 vehicle licensing fee imposed by the Wenatchee Transportation Benefit District.

WHEREAS, Wenatchee Municipal Code Section 5.100.040 sets forth the City Council as the governing board of the Transportation District and authorizes the City Council to exercise all statutory powers set forth in RCW Chapter 36.73; and

WHEREAS, the governing board of the Transportation District previously approved Ordinance No. 2012-TBD-02 imposing an Annual Vehicle Fee in the amount of twenty dollars per vehicle registered in the District for each vehicle subject to license tab fees under RCW 46.16.0621 and for each vehicle subject to gross weight fees under RCW 46.16.070 with an unladen weight of six thousand pounds or less; and

WHEREAS, the City Council acting in its capacity as the governing board of the Transportation District now desires to rescind the Annual Vehicle Fee and consider imposing a sales and use tax in its stead as authorized by RCW 36.73.040 (3) (a) and 82.14.0455.

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

SECTION I

The City Council hereby rescinds the \$20 vehicle fee imposed by the Wenatchee Transportation Benefit District.

SECTION II

If a court of competent jurisdiction declares any provision in this Ordinance to be contrary to law, such declaration shall not affect the validity of the other provisions of this Ordinance.

SECTION III

This Ordinance shall take effect December 31, 2022 after approval and publication as provided by law.

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

CITY OF WENATCHEE, a Municipal Corporation

By: _____
FRANK J. KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney

ORDINANCE NO. 2022-19

AN ORDINANCE, imposing an additional sales and use tax of one-tenth of one-percent within the boundaries of the Wenatchee Transportation Benefit District for the purpose of financing the costs associated with transportation improvements in the District identified herein as authorized by RCW 36.73.040; providing for severability and establishing an effective date.

WHEREAS, the City of Wenatchee Transportation Benefit District (hereinafter “the District”) was established pursuant to RCW 35.21.225 and Chapter 36.73 RCW by the City Council of Wenatchee by Ordinance No. 2011-60; and

WHEREAS, City of Wenatchee Ordinance No. 2011-60 provides that funds generated by the City of Wenatchee Transportation Benefit District shall be used for transportation improvements that preserve, maintain and operate the planned and/or existing transportation infrastructure of the City/District, consistent with the requirements of RCW 36.73; and

WHEREAS, RCW 36.73.040(3)(a) authorizes transportation benefit districts to impose a sales and use tax subject to the provisions of RCW 36.73.065; and

WHEREAS, RCW 36.73.065(4)(a)(v) authorizes transportation benefit districts to impose a sales and use tax in accordance with RCW 82.14.0455 in an amount not exceeding one-tenth of one percent (0.1%) for a period of ten (10) years upon a majority vote of the governing board of the District for the purpose of financing certain transportation improvements; and

WHEREAS, a sales and use tax will be used for the purpose of acquiring, investing in, constructing, improving, providing, operating, preserving, maintaining and/or funding transportation improvements within the City of Wenatchee Transportation Benefit District, which are coterminous with the City of Wenatchee city limits and which are identified in the City of Wenatchee's Transportation System Plan and the City's Six-Year Transportation Improvement Program; and

WHEREAS, a sales and use tax will apply to all persons who shop and thereby use streets and roadways in the City of Wenatchee; and

WHEREAS, the City Council as the governing board of the City of Wenatchee Transportation Benefit District has considered this matter during a duly called public meeting of said Council, has given this matter careful review and consideration, and finds that the best interests of the City of Wenatchee and District will be served by passage of this ordinance.

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

SECTION I

Incorporation of Recitals

The above stated recitals are incorporated as though fully set forth herein.

SECTION II

Addition of .1% Sales Tax

The City Council as the governing board of the City of Wenatchee Transportation Benefit District finds that it is in the best interest of the City and District to impose a sales and use tax of one-tenth of one percent (.001) pursuant to sections 36.73.040(3)(a), 36.73.065(4)(v), and 82.14.0455 of the Revised Code of Washington for the purpose of raising

revenue to acquire, invest in, construct, improve, provide, operate, preserve, maintain and/or fund transportation improvements in the District, and to impose such sales and use tax. The sales and use tax shall be imposed for a period not exceeding ten (10) years. The tax shall be in addition to any other taxes authorized by law and shall be collected from those persons who are taxable by the state under chapters 82.08 and 82.12 of the Revised Code of Washington, as amended, upon the occurrence of any taxable event within the boundaries of the City of Wenatchee Transportation Benefit District which is conterminous with the City of Wenatchee city limits.

SECTION III

Description of Transportation Improvements

The revenues from a sales and use tax may be used to acquire, invest in, construct, improve, provide, operate, preserve, maintain and/or fund the following described transportation improvements:

- A. Projects in the District identified in the City of Wenatchee's Transportation System Plan and the City of Wenatchee's Six-Year Transportation Improvement Program; and
- B. Expanded projects identified in accordance with Section 36.73.160 of the Revised Code of Washington, as amended.

The cost of all construction, maintenance, preservation, operation, design, engineering, construction management, financial, legal and other consulting services, inspection and testing, administrative and relocation expenses, and other costs incurred in connection with the foregoing described transportation benefit district projects shall be deemed to be part of the transportation improvements.

SECTION IV

Notice to Department of Revenue

The Clerk is instructed to submit this Ordinance to the Washington Department of Revenue (DOR), and to direct DOR to take all steps necessary to immediately implement and collect the tax imposed by this Ordinance.

SECTION V

Severability

Should any section, paragraph, sentence, clause or phase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid or for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emptions shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

SECTION VI

Regulatory Conflicts

All other Ordinances and parts of other Ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of the inconsistency or conflict.

SECTION VII

Effective Date

This Ordinance shall take effect January 1, 2023 after approval and publication as provided by law.

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

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
FRANK J. KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

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

MEETING DATE: September 22, 2022

I. SUBJECT

Consider approval of a purchase sale agreement and property donation for the Wenatchee Foothills Regional Recreation Area Project (20-1446A).

II. ACTION REQUESTED

Move to approve the purchase sale agreement for the Volkman Property in the amount of \$373,000 for the Wenatchee Foothills Regional Recreation Area Project (20-1446A) and authorize the Mayor to sign.

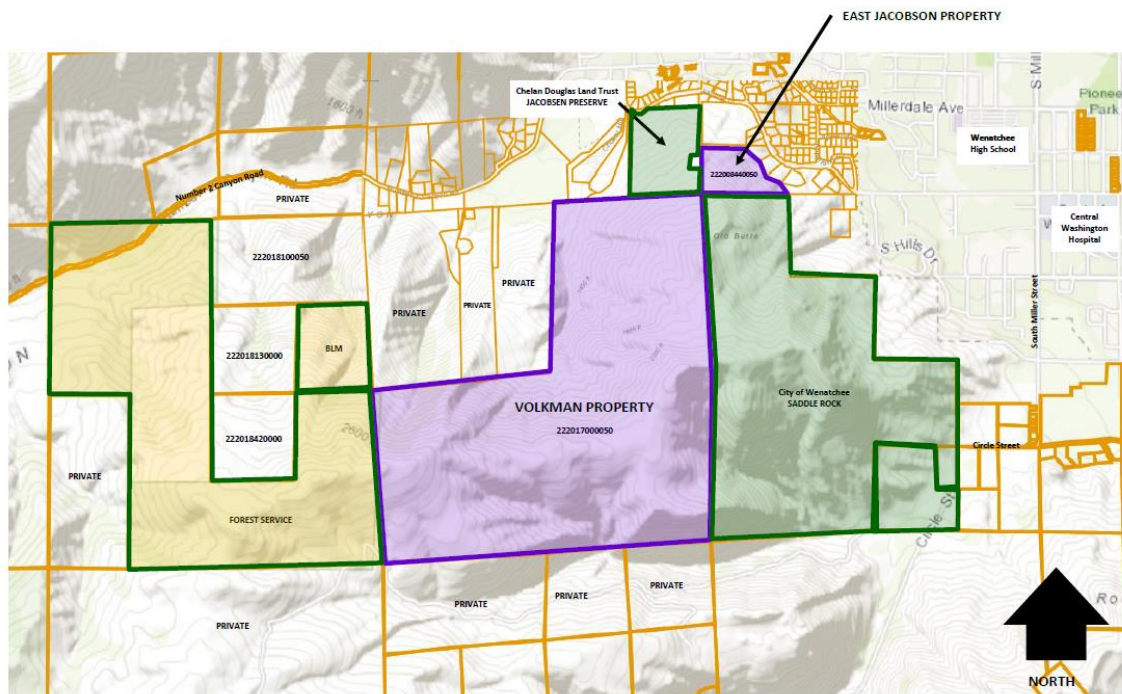
Move to accept the donation of the East Jacobson Property from the Chelan Douglas Land Trust for the Wenatchee Foothills Regional Recreation Area Project (20-1446A) and authorize the Mayor to sign.

III. OVERVIEW

The Wenatchee Foothills Regional Recreation Area Acquisition Project would acquire approximately 650 acres in the foothills for non-motorized recreation, education and habitat preservation purposes. This is another partnership project with the Chelan Douglas Land Trust that has been pursued for more than a decade. The project is consistent with the goals and objectives contained in the Parks, Recreation and Open Space Comprehensive Plan and Capital Improvement Plan. A map is included on the following page.



At the February 13, 2020 City Council meeting, the Council approved Resolution 2020-02 which authorized staff to prepare and submit a Washington Recreation Conservation Fund Washington Wildlife Recreation Program Local Parks grant application for the project. For the next six months in 2020 the application process was completed. At the conclusion of the competitive process, the application ranked 19th out of 92 projects statewide and was the 4th ranked acquisition project overall and was selected to receive full funding.



The grant agreement was received in September 2021 and was accepted by the City Council on September 23, 2021. Appraisals and review appraisals were completed following the State land acquisition process. The Land Trust has continued with the property negotiation process and the property owners have signed the purchase sale agreement. A donation agreement for the East Jacobson property was also prepared. The City Attorney has reviewed the agreement.

This project was also reviewed at the September 6 Public Works Committee meeting and September 13 Finance Committee and Chelan Douglas Land Trust Board meetings.

IV. FISCAL IMPACT

The purchase price for the Volkman property is \$373,000. The Chelan Douglas Land Trust is providing the majority of the grant match for the project.

The East Jacobson property is being donated to the City and the property value is planned to be used as additional grant match.

V. PROPOSED PROJECT SCHEDULE

The acquisition is one of three included in the project and would close by the end of the year. The project must be completed by the end of May 2023.

VI. REFERENCE(S)

VII. ADMINISTRATIVE ROUTING

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



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

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

MEETING DATE: September 22, 2022

I. SUBJECT

2021-2023 Biennial Stormwater Capacity Grant

II. ACTION REQUESTED

Motion requested for the City Council approve the 2021-2023 Biennial Stormwater Capacity Grant agreement with the Washington State Department of Ecology and authorize the Mayor's signature for this Grant and any other amendments to this Grant.

III. OVERVIEW

The Biennial Stormwater Capacity Grant Program was established to assist communities in complying with the Phase II Municipal Stormwater Permits that were first issued in 2007. All Phase II communities are eligible to receive funding. Since 2009, the City of Wenatchee has received a total of \$497,262 through this grant program.

The grant has two main tasks, grant administration and permit implementation. The permit requires the City to implement a comprehensive stormwater management program that includes activities and best management practices for the following elements:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Stormwater Runoff Control
- Post-construction Stormwater Management
- Municipal Operations and Maintenance
- Recordkeeping and Reporting
- Program Effectiveness Evaluation

The average annual cost of the Wenatchee Valley Stormwater Management Program is approximately \$900,000.

IV. FISCAL IMPACT

The grant requires no match. City staff have been notified that the City may receive an addition \$67,500 in funding.

V. PROPOSED PROJECT SCHEDULE

The grant was effective July 1, 2021 and will expire on March 31, 2023.

VI. REFERENCE(S)

1. Water Quality Stormwater Capacity Grant Agreement No. WQSWCAP 2123-WENATC-00157

VII. ADMINISTRATIVE ROUTING

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



Agreement No. WQSWCAP-2123-Wenatc-00157

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF WENATCHEE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Wenatchee, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2021-2023 Biennial Stormwater Capacity Grants
Total Cost:	\$70,000.00
Total Eligible Cost:	\$70,000.00
Ecology Share:	\$70,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	03/31/2023
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2123-Wenatc-00157
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: City of Wenatchee

RECIPIENT INFORMATION

Organization Name: City of Wenatchee

Federal Tax ID: 91-6001291
UEI Number: RPM7CUJB7M69

Mailing Address: PO Box 519
Wenatchee, WA 98807-0519

Physical Address: 1350 McKittrick St, Ste A
Wenatchee, Washington 98801

Organization Email: fkuntz@wenatcheewa.gov

Contacts

Agreement No: WQSWCAP-2123-Wenatchee-00157

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Wenatchee

Project Manager	Jessica Shaw Deputy Public Works Director-Utilities P.O. Box 519 Wenatchee, Washington 98807-0519 Email: jshaw@wenatcheewa.gov Phone: (509) 888-3225
Billing Contact	Jessica Shaw Deputy Public Works Director-Utilities P.O. Box 519 Wenatchee, Washington 98807-0519 Email: jshaw@wenatcheewa.gov Phone: (509) 888-3225
Authorized Signatory	Frank J. Kuntz Mayor 129 South Chelan P.O. Box 519 Wenatchee, Washington 98807 Email: fkuntz@wenatcheewa.gov Phone: (509) 888-6204

Agreement No: WQSWCAP-2123-Wenatc-00157
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: City of Wenatchee

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890</p>
Financial Manager	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890</p>

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Wenatchee

By: _____

By: _____

Vincent McGowan, P.E. Date

Frank J. Kuntz Date

Water Quality
Program Manager

Mayor

Template Approved to Form by
Attorney General's Office

SCOPE OF WORK

Task Number: 1 **Task Cost: \$500.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page Outcome Summary Report.

- * Properly maintained project documentation.

Recipient Task Coordinator: Jessica Shaw

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly in EAGL.	
1.2	Recipient Closeout Report (EAGL Form).	
1.3	Two-page draft and Final Outcome Summary Reports.	

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$69,500.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.
Monitoring, including:
 - a) Development of applicable QAPPs.
 - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a pick-up truck). Equipment

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purchases over \$5,000 must be pre-approved by Ecology.

Documentation of all tasks completed is required. Documentation may include: field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance. Capital construction projects, incentives or give-a-ways, grant application preparation, TAPE review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation are not eligible expenses.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Jessica Shaw

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

BUDGET

Funding Distribution EG220390

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: 2021-23 capacity grant Funding Type: Grant
 Funding Effective Date: 07/01/2021 Funding Expiration Date: 03/31/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund:

Type: State

Funding Source %: 100%

Description: MTCA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

2021-23 capacity grant	Task Total
Project Administration/Management	\$ 500.00
Permit Implementation	\$ 69,500.00

Total: \$ 70,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2021-23 capacity grant	0.00 %	\$ 0.00	\$ 70,000.00	\$ 70,000.00
Total		\$ 0.00	\$ 70,000.00	\$ 70,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal

Agreement No: WQSWCAP-2123-Wenatchee-00157
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Recipient Name: City of Wenatchee

Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

Agreement No: WQSWCAP-2123-Wenatchee-00157
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: City of Wenatchee

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: WQSWCAP-2123-Wenatc-00157
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: City of Wenatchee

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM:  Glen DeVries, Community Development Director
Community Development Department

MEETING DATE: September 22, 2022

I. SUBJECT

The cities of East Wenatchee and Wenatchee have entered into an interlocal agreement for affordable housing and housing related services. The Columbia River Local Homeless Housing Task Force adopts funding priorities and programs to implement the Local Homeless Housing Plan for East Wenatchee and Wenatchee. The City of Wenatchee has the administrative responsibility for the joint program and the Wenatchee City Council has the fiduciary authority over budget decisions and authorization of the Mayor to enter into contractual agreements for providers.

On September 14, 2022 the Task Force held a meeting for the consideration of three grant proposals. Additionally the Task Force reviewed proposed expenditures necessary to support the grant proposals that would be expended by the City of Wenatchee. The three contract proposals include:

- St. Francis Low Barrier Emergency Shelter- 34 Beds, authorized for the People's Foundation
- Capital Expenditure authorized for the Wenatchee Rescue Mission- purchase and installation of a walk-in commercial food freezer to support shelter clients.
- Authorized for the Wenatchee Rescue Mission- establishing a two phased safe park rv and vehicle program for the unsheltered; a low barrier shelter sleep center with individual detached shelter units of approximately 45 units; an outreach program serving Wenatchee and East Wenatchee; and modification of an existing contract to change funding sources from the existing contract for the 20-bed low barrier shelter administrated by the Wenatchee Rescue Mission.

II. ACTION REQUESTED

Staff recommends that the Wenatchee City Council authorize the Mayor to enter into grant agreements with the following entities, for the following amounts and the identified purpose:

- The People's Foundation for two grant contracts each with an individual funding source for a combined amount of \$405,000 for the purposes of providing 34 low

barrier shelter beds at St. Francis House with a contract period extending from October 1, 2022 through the end of December 2024.

- The Wenatchee Rescue Mission for a grant contract for a capital purchase for the installation of a commercial food freezer and authorization for any surplus contingency funding to be utilized for purchase of an oven, stove, or dishwasher for a maximum combined amount of \$100,000, enabling the Mission to be able to continue to operate as a 24-7 shelter facility, providing food service to clients.
- The Wenatchee Rescue Mission for grant contracts establishing a two phased safe park rv and vehicle program for the unsheltered; a low barrier shelter sleep center with individual detached shelter units of approximately 45 units; and an outreach program serving Wenatchee and East Wenatchee for a combined amount of \$1,360,853. Staff is asking that an additional \$168,274.29 be allocated to the grant in order for the grant to extend through the full calendar year of 2024, then coinciding with the City's budgeting cycle for a combined amount of \$1,529,127.29.

III. OVERVIEW

One of the primary purposes of establishing the Columbia River Local Homeless Housing Task Force was to address the unmet need for sheltering the unsheltered homeless in the Wenatchee Valley. At the time of adoption of the local homeless tax, there were no low barrier shelter units in the Wenatchee Valley. Since that time, a contract was entered into with the Wenatchee Valley Rescue Mission for 20 low barrier shelter beds. The winter point in time count for the homeless population indicated that there were 123 unsheltered homeless primarily in East Wenatchee and Wenatchee. This number includes the homeless population living in vehicles and RV's without services.

The Homeless Plan adopted by Wenatchee and East Wenatchee sets as a priority the establishment of low barrier shelters with wrap around services, to meet the unmet needs for the homeless population. Studies conducted by the City during the adoption of the local homeless tax identified as a key focus the development of low barrier shelter capacity with wrap around services and an integrated outreach program that would coordinate with local law enforcement.

The proposals before the Council will make provide shelter capacity for the cities enabling the local providers to provide services to homeless individuals, meeting them where they are at their current point of crisis, and providing steps toward housing solutions out of homelessness and for stability in their lives. These proposals also provide positive steps for the community, decreasing the effects to neighborhoods and businesses from homelessness as people are sheltered.

The People's Foundation and the Wenatchee Rescue Mission have previously proven in their work and performance that they will be partners in the community, and follow through with program goals, monitoring and performance measures.

The People's Foundation has previously managed low barrier seasonal emergency shelters and have been successful doing so, and built partnerships and trust in the community with their work. The 34 proposed low barrier beds would be available beginning October 1, 2022. Only staffing operational costs are requested by the contract.

The Wenatchee Rescue Mission's request for assistance on the purchase of a freezer is being matched in part by the Chelan-Douglas Task Force who is contributing \$75,000. The request of the two cities is for \$100,000. These funds are essential, for the long-term maintenance of the facility as a 24-hour facility, providing dining services. The proposal for the Wenatchee Rescue Mission for grant contracts establishing a two phased safe park rv and vehicle program for the unsheltered; a low barrier shelter sleep center with individual detached shelter units of approximately 45 units; and an outreach program serving Wenatchee and East Wenatchee for a combined amount of \$1,360,853 would provide a major milestone and step forward for the two cities to house the unsheltered homeless population.

The unique opportunity with the Wenatchee Rescue Mission is that the Mission is directly adjacent to property owned by the City, and the Wenatchee Rescue Mission's existing facility has vacant locations to accommodate Pallet shelters, the individual low barrier shelter units. There is an efficiency provided in the proposal by having a campus approach to the sheltering needs that cannot be met elsewhere in the same fashion. The attached spreadsheet addresses a proposal for Phase I and Phase II of safe park facilities. The additional benefit, is that for only the cost of a bathroom upgrade, (\$100,000), and at maximum capacity additional porta potties, the same proposal also accommodates the phased development of 45 double occupancy individual low barrier shelter units at the Mission. Many resources onsite, would also be utilized offsite at a second future safe park RV location in a second phase.

The overall proposals are within the budgeting capacity of the City, for the homeless program of the two cities. Funding would come from four sources: Local Homeless Housing Sales Tax, Department of Commerce Low Barrier Shelter Grant, Community Development Block Grant Funds-COVID, and local recording fees allotted to the City of Wenatchee. A budget overview which covers each of the two years contract cycle will be covered at the Council Meeting.

Each contract will require conformance with city policies and procedures, monitoring and performance measures, reporting requirements, and commitments to wrap around services and participation with care conferencing, coordinated entry, and shelter provider networking, and partnerships with local providers and law enforcement from the two cities. The Task force unanimously recommended approval of the proposals.

Staff is asking that an additional \$168,274.29 be allocated to the grant with the Wenatchee Rescue Mission in order for the grant to extend through the full calendar year of 2024, then coinciding with the City's budgeting cycle for a combined amount of \$1,529,127.29. Clarification from the Task Force on this request will be requested prior to the contract being entered into.

IV. FISCAL IMPACT

No fiscal impacts are associated with the proposals to the City's general fund. Funds will be utilized under homeless and community development block grant funds. Operational expenses and capital expenses born by the City of Wenatchee for the maintenance of city owned structures, utilities and upfront capital costs will be reimbursed by the aforementioned funds, and were authorized expenses by the Task Force.

V. PROPOSED PROJECT SCHEDULE

The People's Foundation will open the low barrier shelter on October 1, 2022. The first safe park location adjacent to the Wenatchee Rescue Mission will be open, at least in part, by the end of September, 2022, and likely sooner. The Outreach position and development of the low barrier shelter units will begin as soon as feasible and will be phased. Shelter units may

not be operational until the Spring of 2023 depending upon the weather. The second safe park location will likely be established in 2023 at a date to be determined, as a second phase.

VI. REFERENCE(S)

Winter Point in Time Count, Chelan and Douglas Counties
Budget sheets from the Wenatchee Rescue Mission and People's Foundation

VII. ADMINISTRATIVE ROUTING

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

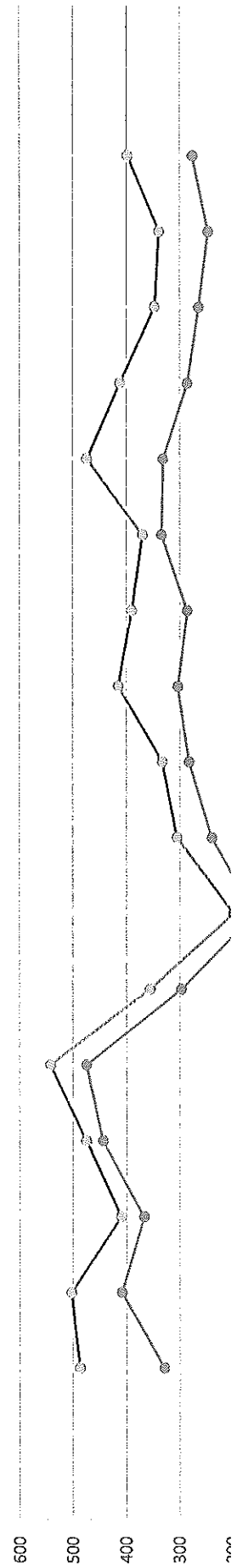
Chelan-Douglas Counties Homeless Point-in-Time Count Totals by Year

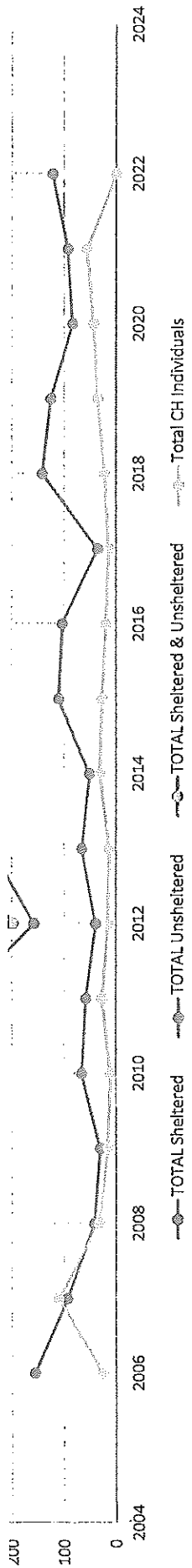
Persons Counted

Year	Sheltered			Unsheltered			TOTAL (Sheltered & Unsheltered)				Chronically Homeless Individuals			Temporarily Living w/Family or Friends	
	HH w/out minors	HH w/ minors	HH w/only minors	HH w/out minors	HH w/ minors	HH w/only minors	HH w/out minors	HH w/ minors	HH w/only minors	Sheltered	Unsheltered	TOTAL	Shelter		Unsheltered
2006	126	203	NR	83	75	NR	209	278	NR	487	158	18	8	26	304
2007	105	303	NR	60	35	NR	165	338	NR	503	95	105	7	112	63
2008	114	253	NR	30	12	NR	144	265	NR	409	42	29	5	34	355
2009	129	315	NR	28	3	NR	157	318	NR	475	31	17	0	17	273
2010	149	325	1	59	4	4	208	329	5	542	67	10	2	12	236
2011	108	189	0	55	4	0	163	193	0	356	59	19	9	28	523
2012	64	93	1	25	12	3	89	105	4	198	40	8	9	17	383
2013	123	114	2	62	4	0	185	118	2	305	66	4	10	14	5
2014	139	143	0	46	5	0	185	148	0	333	51	15	17	32	NR
2015	143	157	3	63	48	1	206	205	4	415	112	10	18	28	NR
2016	144	141	0	74	31	0	218	172	0	390	105	7	14	21	NR
2017	163	171	0	18	18	0	181	189	0	370	36	11	4	15	NR
2018	182	149	0	136	6	1	318	155	1	474	143	15	8	23	NR
2019	171	112	0	125	0	0	296	114	0	412	127	1	35	36	NR
2020	124	137	3	81	3	0	205	140	3	348	84	14	29	43	NR
2021*	139	107	0	93	0	0	232	107	0	339	93	41	15	56	NR
2022*	275			123			398	0	0	398	123	41	15	56	NR

*Estimate

Point-in-Time Count by Year





The Peoples Foundation Low Barrier Budget 2022

Dailey Overnight Wages:

Lead Host: 13 hours @ \$17 per hour	\$221.00
Assistant Host: 13 hours @\$16.50 per hour	214.50
Total Gross Overnigt Wages (per evening)	<u>435.50</u>

Payroll Taxes:

Social Security - Employer (7.65%)	33.31
Unemployment (.23%)	1.00
Futa - Exempt	0.00
Labor & Industries (.2041/hr)	5.31
	<u>39.62</u>

Total Payroll Per Evening \$475.12

Monthly Payroll:

31 days @ 475.12 \$14,728.72

Quarterly Payroll:

3 months @ \$14,728.72 \$44,186.16

Annual Payroll:

12 months @\$14,728.72 \$176,744.64

Notes:

No Executive Director fees or overhead. These numbers are overnight payroll costs only.

WENATCHEE RESCUE MISSION EMERGENCY COLD FOOD STORAGE BUDGET PROJECTION Page 49 of 52

County Task Force Grant \$75,000
 City of Wenatchee Task Force Grant \$0 Pending
 WRM Projected Out of Pocker \$ 95,110.39

Soft Costs					
#	Description	Vendor Name	Budget	Xfers from Contingency	Adjusted Budget
S2	Project Management	VCLLC	\$ 5,700.00	\$ -	\$ 5,700.00
S3	Mechanical Plan Review	City of Wenatchee	\$ 150.00	\$ -	\$ 150.00
S8	Mechanical Permit	City of Wenatchee	\$ 200.00	\$ -	\$ 200.00
Total			\$ 6,050.00	\$ -	\$ 6,050.00

Hard Construction Costs					
#	Description	Vendor Name	Budget	Xfers fr	Adjusted
C1	Walk-In # 1 Freezer Repair	North Cascades	\$ 11,985.00	\$ -	\$ 11,985.00
C2	Walk-In # 2 Demolition & Refrig Recovery	TBD	\$ 5,000.00		\$ 5,000.00
C3	Walk-In # 2 Dump Fees	Chelan Co Transfer	\$ 600.00		\$ 600.00
C4	Walk-In # 2 Total Replacement	TBD	\$ 64,000.00	\$ -	\$ 64,000.00
C5	Walk-In # 2 Electrical Disconnect/Reconnect	TBD	\$ 750.00	\$ -	\$ 750.00
C7	Walk-In # 1 and # 2 Built-Up Sloped Insulation Vinyl Membrane Covering	TBD	\$ 20,000.00	\$ -	\$ 20,000.00
C8	Walk-In # 2 Electrical Contingency	TBD	\$ 5,000.00	\$ -	\$ 5,000.00
C9	Concrete Slab plus Insulation Contingency	TBD	\$ 30,000.00	\$ -	\$ 30,000.00
CT	Subtotal Hard Construction Costs		\$ 137,335.00	\$ -	\$ 137,335.00
P&P	Payment & Performance Bond	0%	\$ -	\$ -	\$ -
Tx	Washington State Sales Tax	8.60%	\$ 11,810.81	\$ -	\$ 11,810.81
CGT	SubTotal Projected Hard Const Costs		\$ 149,145.81	\$ -	\$ 149,145.81

#	Description	Beginning	Net Xfers Out	Remaining
C17	Construction Contingency	10.0% \$ 14,914.58	\$ -	Contingency
C19	Carry-over from Closed Contracts		\$ -	\$ 14,914.58
	Total Projected Construction Cost	\$ 164,060.39		\$ 164,060.39
	Total Soft Costs from Above	\$ 6,050.00		\$ 6,050.00
	Total Projected Project Cost	\$ 170,110.39		\$ 170,110.39



Grant Requested	\$ 577,864.97	
Beginning Capital Exp Contingency:	\$ 7,514.24	Current Ctgy:
Construction Budget:	\$ 82,656.64	
Payroll Expenses Fully Burdened:	\$ 452,728.33	Sales Tax
Soft Costs Projected Budget:	\$ 39,480.00	Exp Contingency Amt

PHASE I YEAR I PROJECTION

Soft Costs				
Item #	Description	Monthly Costs	Budget	Notes
S1	Project Management	\$ 500.00	\$ 6,000.00	5 hours per month
S3	Waste Mangement	\$ 300.00	\$ 3,600.00	
S4	PortaPotties (4) WRM	\$ 440.00	\$ 5,280.00	Includes weekly pumping
S6	Outreach Fuel	\$ 400.00	\$ 4,800.00	
S7	RV Boomerang Fuel Vouchers	\$ 200.00	\$ 2,400.00	
S8	Maintenance Materials	\$ 400.00	\$ 4,800.00	
S9	Maintenance Tools	\$ 200.00	\$ 2,400.00	
S10	Custodial Supplies	\$ 150.00	\$ 1,800.00	
S11	Ofc Supplies (Outreach/Hse&Case Mgrs)	\$ 200.00	\$ 2,400.00	
S12	Miscellaneous Purchases	\$ 500.00	\$ 6,000.00	
SCT		\$ 3,290.00	\$ 39,480.00	

Payroll Costs Fully Burdened at 35%				
Item #	Description	Monthly Payroll Fully Bur	Fully burdened budget	Column 1
P1	House Manager/Monitors (4)	\$ 16,379.69	\$ 196,556.22	\$17.50/hour + Taxes and Benefits (Fully Burdened)
P2	Outreach Coordinator (1)	\$ 8,891.83	\$ 106,701.95	\$17.00/hour + Taxes and Benefits (Fully Burdened)
P3	Maintenance (1)	\$ 4,211.92	\$ 50,543.03	\$18.00/hour + Taxes and Benefits (Fully Burdened)
P4	Custodial (1)	\$ 3,743.93	\$ 44,927.14	\$16.00/hour + Taxes and Benefits (Fully Burdened)
P5	Admin Project Safe Sleep Stipend	\$ 4,500.00	\$ 54,000.00	\$3,000/Mo + Taxes and Benefits (Fully Burdened)
P6		\$ -	\$ -	
P7		\$ -	\$ -	
Total		\$ 37,727.36	\$ 452,728.33	

Capital Expense Costs				
Item #	Description	Vendor Name	Budget	Notes
C1	Outreach Vehicle	TBD	\$ 31,000.00	
C2	Street Legal Maintenance SideXSide	TBD	\$ 23,000.00	
C3	Potable Water to SafeSleep WRM	TBD		
C4	Security Lighting Install WRM	PUD?		
C5	Laptops (3)	Costco?	\$ 3,200.00	
C6	Tablets for Outreach (2)	Costco?	\$ 1,200.00	
C7	Surveillance System at SafeSleep WRM	Low Bidder	\$ 3,000.00	
C8	Security Office Trailer WRM	Rent Me Shed	\$ 5,000.00	
C9	Miscellaneous Unforeseen Purchases		\$ 2,000.00	
HCT1	Construction Cost Totals		\$ 68,400.00	
P&P	Payment & Performance Bond	0.00%	\$ -	
Tx	Washington State Sales Tax	8.60%	\$ 6,742.40	
CGT	Total Projected Hard Const Costs		\$ 75,142.40	
Ex2	Escalation to June 2021	0.0%	\$ -	Beginning
CX	Construction Contingency	10%	\$ 7,514.24	
	Carry-over from Closed Contracts			
HCT2	Total Projected Capital Expense w/ Contingency		\$ 82,656.64	
SCT	Soft Costs from Above		\$ 39,480.00	
	Payroll Costs from Above		\$ 452,728.33	
ProjT	Total Projected Project Cost		\$ 574,864.97	



Grant Requested	\$ 685,989.13	
Beginning Capital Exp Contingency:	\$ 1,172.00	Current Ctgy:
Construction Budget:	\$ 12,892.00	
Payroll Expenses Fully Burdened:	\$ 615,149.13	Sales Tax
Soft Costs Projected Budget:	\$ 57,948.00	Exp Contingency Amt

PHASE I & II YEAR 2 PROJECTION

Soft Costs				
Item #	Description	Monthly Costs	Budget	Notes
S1	Project Management	\$ 500.00	\$ 6,000.00	
S3	Waste Mangement WRM	\$ 300.00	\$ 3,600.00	
S3.1	Waste Mangement	\$ 300.00	\$ 3,600.00	
S4	PortaPottles (4) WRM	\$ 439.00	\$ 5,268.00	
S5	PortaPottles (4)	\$ 440.00	\$ 5,280.00	
S6	Outreach Fuel WRM	\$ 400.00	\$ 4,800.00	
S7	RV Boomerang Fuel Vouchers	\$ 200.00	\$ 2,400.00	
S8	Maintenance Materials WRM	\$ 400.00	\$ 4,800.00	
S8.1	Maintenance Materials	\$ 400.00	\$ 4,800.00	
S9	Maintenance Tools WRM	\$ 200.00	\$ 2,400.00	
S10	Custodial Supplies WRM	\$ 150.00	\$ 1,800.00	
S10.1	Custodial Supplies	\$ 150.00	\$ 1,800.00	
S11	Ofc Supplies (Outreach/Hse&Case Mgrs)	\$ 200.00	\$ 2,400.00	
S12	Miscellaneous Purchases WRM	\$ 500.00	\$ 6,000.00	
S12.1	Miscellaneous Purchases	\$ 250.00	\$ 3,000.00	
SCT		\$ 4,829.00	\$ 57,948.00	

Payroll Costs Fully Burdened at 35%				
Item #	Description	Monthly Payroll Fully Burdened	Fully burdened budget	Column 1
P1	Site Monitors WRM (3)	\$ 12,591.88	\$ 151,102.59	\$17.50/hour + Taxes and Benefits (Fully Burdened) +2.5%
P1.1	Site Monitors (4)	\$ 16,789.18	\$ 201,470.13	\$17.50/hour + Taxes and Benefits (Fully Burdened)*2.5%
P2	Outreach Coordinator (1) WRM	\$ 9,114.12	\$ 109,369.50	\$17.00/hour + Taxes and Benefits (Fully Burdened)*2.5%
P3	Maintenance (1) WRM	\$ 4,317.22	\$ 51,806.60	\$18.00/hour + Taxes and Benefits (Fully Burdened)*2.5%
P4	Custodial (1) WRM	\$ 3,837.53	\$ 46,050.31	\$16.00/hour + Taxes and Benefits (Fully Burdened)*2.5%
P5	Admin Project Safe Sleep Stipend	\$ 4,612.50	\$ 55,350.00	\$3,000/Mo + Taxes and Benefits (Fully Burdened)*2.5%
P6				All wages in Phase 2 reflect a 2.5% COLA
P7				
Total		\$ 51,262.43	\$ 615,149.13	

Capital Expense Costs				
Item #	Description	Vendor Name	Budget	Notes
C7	Surveillance System at SafeSleep	Low Bidder	\$ 3,000.00	
C8	Security Office Trailer	Rent Me Shed	\$ 5,000.00	
C9	Miscellaneous Unforeseen Purchases		\$ 2,000.00	
HCT1	Construction Cost Totals		\$ 10,000.00	
P&P	Payment & Performance Bond	0.00%	\$ -	
TX	Washington State Sales Tax	8.60%	\$ 1,720.00	
CGT	Total Projected Hard Const Costs		\$ 11,720.00	
Ex2	Escalation to June 2021	0.0%	\$ -	Beginning
CX	Construction Contingency	10%	\$ 1,172.00	
	Carry-over from Closed Contracts			
HCT2	Total Projected Capital Expnese w/ Contingency		\$ 12,892.00	
SCT	Soft Costs from Above		\$ 57,948.00	
	Payroll Costs from Above		\$ 615,149.13	
ProjT	Total Projected Project Cost		\$ 685,989.13	

WENATCHEE RESCUE MISSION PROJECT SAFE-SLEEP PHASE I OPERATIONAL BUDGET PROJECTION

Project Total Phase I	\$	574,864.97	Project Total Phase I & 2	\$	1,260,854.11
Project Total Phase II	\$	685,989.13			

Projected % of Annual	Activity for Month of	Expenditures	Running Total	Notes
4.892%	October, 2022	\$ 61,681.52	\$ 61,681.52	Includes Capital Expense Phase I 25%
4.892%	November, 2022	\$ 61,681.52	\$ 123,363.04	Includes Capital Expense Phase I 25%
4.892%	December, 2022	\$ 61,681.52	\$ 185,044.56	Includes Capital Expense Phase I 25%
4.892%	January, 2023	\$ 61,681.52	\$ 246,726.08	Includes Capital Expense Phase I 25%
3.253%	February, 2023	\$ 41,017.36	\$ 287,743.45	
3.253%	March, 2023	\$ 41,017.36	\$ 328,760.81	
3.253%	April, 2023	\$ 41,017.36	\$ 369,778.17	
3.253%	May, 2023	\$ 41,017.36	\$ 410,795.53	
3.253%	June, 2023	\$ 41,017.36	\$ 451,812.89	
3.253%	July, 2023	\$ 41,017.36	\$ 492,830.25	
3.253%	August, 2023	\$ 41,017.36	\$ 533,847.61	
3.253%	September, 2023	\$ 41,017.36	\$ 574,864.97	
5.471%	October, 2023	\$ 68,983.43	\$ 643,848.40	Capital Expense Phase II Only 100%
4.449%	November, 2023	\$ 56,091.43	\$ 699,939.83	
4.449%	December, 2023	\$ 56,091.43	\$ 756,031.26	
4.449%	January, 2024	\$ 56,091.43	\$ 812,122.68	
4.449%	February, 2024	\$ 56,091.43	\$ 868,214.11	
4.449%	March, 2024	\$ 56,091.43	\$ 924,305.54	
4.449%	April, 2024	\$ 56,091.43	\$ 980,396.97	
4.449%	May, 2024	\$ 56,091.43	\$ 1,036,488.39	
4.449%	June, 2024	\$ 56,091.43	\$ 1,092,579.82	
4.449%	July, 2024	\$ 56,091.43	\$ 1,148,671.25	
4.449%	August, 2024	\$ 56,091.43	\$ 1,204,762.68	
4.449%	September, 2024	\$ 56,091.43	\$ 1,260,854.11	
100.000%		\$ 1,260,854.11		

The above expense distribution over Phase I and Phase II, Year 1 and Year 2 assumes that Phase II Site will begin operation one calendar year from the beginning of Phase I WRM Site, October. This is a cost modeling projection only subject to actual costs and inflation. For year 2 wages are calculated at a COLA of 2.5% which may be low based on double digit inflation currently being experience.