



WENATCHEE CITY COUNCIL
Thursday, August 10, 2023
Wenatchee City Hall Council Chambers
301 Yakima Street
Wenatchee, WA 98801
AGENDA

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

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 #208515 through #208607 in the amount of \$2,076,117.41 for July 26, 2023
Claim checks #208608 through #208611 in the amount of \$83,135.41 for July 27, 2023
Benefits/deductions in the amount of \$1,052,150.99 for July 31, 2023
Claim check #208625 in the amount of \$61,493.13 for July 31, 2023
Claim checks #208626 through #208633 in the amount of \$22,195.51 for July 31, 2023
Claim checks #208634 through #208736 in the amount of \$993,942.72 for August 3, 2023
- *Motion for City Council to accept the work performed by the contractor, KRCl, LLC, on the Lincoln Park Renovation Project and to authorize the Mayor to sign the Final Contract Voucher.*

4. Presentations

- Bird Scooters Update

5. Action Items

- A.** Real Estate Purchase and Sale Agreement between the City of Wenatchee and Dime Food Group for 136 South Chelan Avenue, Wenatchee, Washington
Presented by Executive Services Director Laura Gloria
Action Requested: *Motion for City Council to approve the Real Estate Purchase and Sale Agreement with Dime Food Group, LLC for the former Fire Station building located at 136 South Chelan Avenue in the amount of \$520,000 and authorize the Mayor's signature.*
- B.** Amendment to East Cascade SWAT Team Interlocal Agreement Re Purchase of Lenco BearCat Armored Vehicle
Presented by Police Chief Steve Crown
Action Requested: *Motion for City Council to approve and authorize the Mayor's signature for the amendment to the East Cascade SWAT Team Interlocal Agreement which reflects the initial purchase of the BearCat armored vehicle and the subsequent reimbursement by the partner agencies.*
- C.** Department of Enterprise Services – Tenant Improvement, Project No. 2321
Presented by Operations Manager Aaron Kelly and Facilities Manager Elisa Schafer
Action Requested: *Motion for City Council to reject all bids received for the Department of Enterprise Services – Tenant Improvement.*

6. Public Hearing Items

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

- D.** 2023 Community Development Block Grant Annual Action Plan
Presented by Planning Manager Stephen Neuenschwander
Action Requested: *Motion for City Council to adopt the 2023 Community Development Block Grant Annual Action Plan as presented.*

7. Reports

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

8. Announcements

9. Close of Meeting



DRAFT

WENATCHEE CITY COUNCIL
Thursday, July 27, 2023
Wenatchee City Hall Council Chambers
301 Yakima Street
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 5 Mark Kulaas; Councilmember At-Large "A" Linda Herald; Councilmember At-Large "B" Keith Huffaker (via phone)

Staff Present: Executive Services Director Laura Gloria; City Attorney Danielle Marchant; City Clerk Tammy McCord, IS Support Tim McCord; Utility Planner Darci Mattioda; Public Works Director Rob Jammerman; Wastewater Treatment Plant Supervisor Mike Hodgson; Deputy Public Works Director Jessica Shaw; Transportation Planning and Development Engineering Manager Emma Honeycutt; City Engineer Gary Owen; Finance Director Brad Posenjak; Community Development Director Glen DeVries; Police Chief Steve Crown

5:15 p.m. Regular Meeting

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

2. Citizen Requests/Comments

Carl Ellard, 1500 3rd Street, Wenatchee, wished to thank Public Works for all the work they are getting done in the community and also thanked the Police Department for the challenges they are addressing with the transient community.

A. Gerschbach addressed the Council with concerns about Hale Park and the drugs and homeless issues at the park and would like to see more police presence at the park.

3. Consent Items

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

Vouchers:

Claim checks #208287 through #208396 in the amount of \$1,504,810.81 for July 6, 2023

Claim checks #208397 through #208435 in the amount of \$420,878.66 for July 13, 2023

Payroll distribution in the amount of \$457,210.00 for July 20, 2023

Claim checks #208436 through #208447 in the amount of \$6,443.25 for July 20, 2023
Claim checks #208448 through #208514 in the amount of \$3,312,256.51 for July 20, 2023
Wires #1596 through #1598 in the amount of \$68,390.23 for July 25, 2023
Payroll distribution in the amount of \$11,576.53 for July 31, 2023

- *Motion for City Council to accept the work performed by the contractor, Central Paving, LLC, Inc. on the 2022 Pavement Preservation Project #2110 and further authorize the Mayor to sign the Final Contract Voucher Certification on behalf of the City of Wenatchee.*

Motion by Councilmember Mark Kulaas to approve agenda, vouchers, and minutes from previous meetings, and for City Council to accept the work performed by the contractor, Central Paving, LLC, Inc. on the 2022 Pavement Preservation Project #2110 and further authorize the Mayor to sign the Final Contract Voucher Certification on behalf of the City of Wenatchee. Councilmember Jose Cuevas seconded the motion. Motion carried (6-0).

4. Action Items

A. Broadview Sewer and Stormwater Improvements Capital Project Amendment

Utility Planner Darci Mattioda presented the staff report.

Motion by Councilmember Linda Herald for City Council to approve the capital project budget for Project No. 2107, Broadview Sewer and Stormwater Improvements, and authorize the Mayor's signature on the amendment for scope of services from Osborn Consulting, Inc. Councilmember Mike Poirier seconded the motion. Motion carried (6-0).

B. Wage Realignment of Engineering Services Manager and Reclassification of Financial Analyst – Public Works (PW) to Senior Financial Analyst - PW

Public Works Director Rob Jammerman presented the staff report.

Motion by Councilmember Top Rojanasthien for City Council to authorize Engineering Services Manager classification realignment from Grade MA9 to MA8 and reclassify Financial Analyst to Senior Financial Analyst resulting in a change from Grade MA19 to MA18 in the Management/Administrative Wage Schedule. Councilmember Linda Herald seconded the motion. Motion carried (6-0).

C. RH2 Engineering General Services Agreement – Amendment No. 4 to Add Scope and Time

Wastewater Treatment Plant Supervisor Mike Hodgson presented the staff report. Council asked questions.

Motion by Councilmember Mike Poirier for City Council to amend the General Services Agreement contract for continuing to provide on-call design and programming support services with additional scope and authorize the Mayor to sign the contract documents. Councilmember Jose Cuevas seconded the motion. Motion carried (6-0).

5. Public Hearing Items

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

D. Six Year Transportation Improvement Program Amendment

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

Transportation Planning and Development Engineering Manager Emma Honeycutt presented the staff report. The Mayor opened the hearing for public comment. There was no one who wished to speak. The City Council commented and asked questions.

Motion by Councilmember Mark Kulaas for City Council to adopt Ordinance No. 2023-08, adopting the 2024-2029 comprehensive six-year transportation improvement program, and directing the same to be filed with the Washington State Secretary of Transportation. Councilmember Top Rojanasthien seconded the motion. Motion carried (6-0).

6. Reports

- a. Mayor's Report. The Mayor reported on the following and asked staff to add to the report:
 - (1) The Mayor attended a meeting today with City Engineer Jake Lewing and Senator Liias (Senate Chair of the Transportation Committee) and Senator Hawkins who are in town to look at the Confluence Parkway Project.
 - (2) Executive Services Director Laura Gloria announced that next Tuesday, August 1 is National Night Out, from 6-8 pm at three locations at Café, Washington Park, and Rotary Park.
 - (3) She also reported that next Tuesday, August 1, downtown parking changes from 3 hours to 2 hours.
 - (4) Public Works Director Rob Jammerman added that paving along Worthen Street will happen at night next August 2 and 3 to minimize impacts to the businesses during the day.
 - (5) City Engineer Jake Lewing reported they are in the middle of the Confluence build-design procurement process and received 5 RFQs. They are in the first round of meetings this week. There has been a lot of interest and they are really getting the best teams. He is confident the project will reach what is envisioned.
 - (6) The Mayor met with WSD Superintendent Kory Kallahar regarding the new women's softball field project, and are looking at Triangle Park.

b. Reports/New Business of Council Committees

Councilmember Jose Cuevas reported he will be out from August 7 through the end of August.

Councilmember Linda Herald reported she will be out on medical leave August 2 through September 1.

Councilmember Mark Kulaas reported that the LTAC/TPA meeting was held last week and they were introduced to the new Sports Tourism Director Jason Grover. He also reported that Link has been looking at rolling back the 1/10th sales tax approved by the voters (there is some anti-transit sentiment in the community, although Link Transit has implemented everything that they said they would implement). He also added that there are a lot of great events happening in the community for locals. He attended the PAC Alley Cabaret show last weekend and downtown's Night Market event, which were both really well attended and super events.

Councilmember Mike Poirier reported that Rivercom is not going to be able to move into the CTC building due to seismic building requirements. They now may be looking at purchasing some land for a new building.

7. Announcements

Due to some planned absences of councilmembers and Mayor Kuntz and Councilmember Kulaas traveling to Misawa next month, the August 24 council meeting is being canceled. Instead, a special meeting with the work session on August 17 will be scheduled.

8. Close of Meeting. With no further business, the meeting closed at 5:49 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. McCord, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

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

MEETING DATE: August 10, 2023

I. SUBJECT

Final acceptance of the Lincoln Park Renovation Project.

II. ACTION REQUESTED

Motion to accept the work performed by the contractor, KRCI LLC, on the Lincoln Park Renovation Project and to authorize the Mayor to sign the Final Contract Voucher.

III. OVERVIEW

This project completed a large renovation of the 18.48-acre community park. Work in this contract included: removing the existing restroom, adding a second picnic shelter, constructing a bmx pump park, replacing the play area and performing arts stage, adding a splash pad and soccer field, upgrading utilities and striping the parking lot.

The project was awarded to KRCI LLC with a contract total of \$2,863,690.18. The project was substantially complete and the park was officially reopened to use on May 23, 2023.

IV. FISCAL IMPACT

None

VI. REFERENCE(S)

1. Final Contract Voucher

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Laura Gloria, Executive Services Director
Brad Posenjak, Finance Director





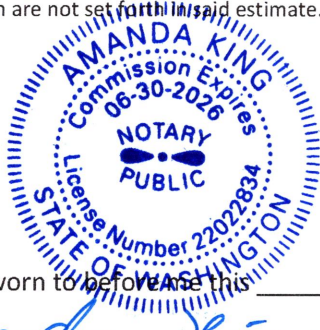
Parks, Recreation and Cultural Services Department

**Final Contract
Voucher Certificate**

KRCI LLC			
Street Address 125 SE McGee Street			
City East Wenatchee	State WA	Zip 98802	Date 5/30/2023
City Project Number 18-1250	Federal-Aid Project Number N/A	Highway Number N/A	
Job Title Lincoln Park Renovation			
Date Work Physically Completed 5/23/2022		Final Amount \$2,863,690.18	

Contractor's Certification

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



[Signature]
Contractor Authorized Signature Required
Casey Hanson
Type Signature Name

Subscribed and sworn to before me this 21st day of July 2023

X Amanda King Notary Public in and for the State of Washington,
residing at East Wenatchee

City of Wenatchee

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

X _____
Mayor/or Designee

Date of Acceptance

Apple Capital of the World



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

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

MEETING DATE: August 10, 2023

I. SUBJECT

Real Estate Purchase and Sale Agreement between the City of Wenatchee and Dime Food Group for 136 South Chelan Avenue, Wenatchee, Washington

II. ACTION REQUESTED

Motion for the City Council to approve the Real Estate Purchase and Sale Agreement with Dime Food Group, LLC for the former Fire Station building located at 136 South Chelan Avenue in the amount of \$520,000 and authorize the Mayor's signature.

III. OVERVIEW

The City of Wenatchee (City) owns the former Fire Station building located at 136 South Chelan Avenue, Wenatchee WA. The City declared the property surplus to the needs of the City in July of 2022 and subsequently engaged a local real estate broker to list the building for sale in August of 2022.

In September 2022, the City selected Dime Food Group's proposal to develop the building as a full-service restaurant and began negotiations on the scope of the project and identification of milestones and deliverable. The proposed Real Estate Purchase and Sale Agreement (REPSA) outlines the various terms as noted below for the delivery of the project.

- \$520,000 Purchase Price, \$20,000 Earnest Money
- 90 Day Feasibility Period
- 120 Governmental Approval Period
- Closing will occur 60 days after the end of the Governmental Approval Period
- Dime Food Group will commence construction within 12 months of the closing date
- Dime Food group will open the restaurant within 24 months of the closing date

Additionally, the REPSA has built-in compliance actions available to the City including:

- The City has the ability to terminate the REPSA if Dime Food Group fails to submit a building permit application within the specified time period.
- The City has the ability to repurchase the building after closing if the Dime Food Group fails to obtain the commence construction, obtain applicable operational permits or open the restaurant within the corresponding time periods.

IV. FISCAL IMPACT

At closing, the City will receive the sales proceeds of approximately \$520,000 less any applicable closing fees.

VI. REFERENCE(S)

1. REPSA for 136 South Chelan Avenue

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Rob Jammerman, Public Works Director
Brad Posenjak, Finance Director

REAL ESTATE PURCHASE AND SALE AGREEMENT

Wenatchee, Washington

_____, 2023 (“**Effective Date**”)

1. Seller. Seller is City of Wenatchee, a municipal corporation of the state of Washington (“Seller”).
2. Purchaser. Purchaser is Dime Food Group, LLC, a Washington limited liability company, and/or its assigns (“Purchaser”).
3. Agreement/Property. The Seller agrees to sell and the Purchaser agrees to purchase the following described property located in the County of Chelan, commonly known as 136 South Chelan Avenue, Wenatchee, legally described as:

Portion of Chelan County Tax Parcel No. 22-20-10-590-188:

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

(the “Property”).

4. Purchase Price. The total purchase price is Five Hundred Twenty Thousand Dollars (\$520,000).
5. Payment of Purchase Price. The purchase price shall be paid as follows:

At closing, Purchaser shall pay Seller in cash the entire purchase price, of which the earnest money receipted herein is a part.

6. Earnest Money. Within five (5) business days after full execution of this Agreement, Purchaser shall deliver Twenty Thousand and 00/100 Dollars (\$20,000.00) to CW Title and Escrow, Attn: Janet Moore, 1205 N. Wenatchee Ave., Wenatchee, WA 98801; Phone: 509-665-9800; E-mail: janet@cwtitle.com (the “**Title Company**”), to be held as an earnest money deposit in Title Company’s escrow account with interest on such funds, if any, credited to the benefit of Purchaser (the “**Earnest Money**”); and
7. Condition of Title. Unless otherwise specified in this Agreement, title to the Property shall be marketable at closing. Rights, reservations, covenants, conditions, and restrictions, presently of

record, easements and encroachments, not materially affecting the value of the Property or unduly interfering with Purchaser's intended use of the Property, shall not cause the title to be considered unmarketable. Purchaser shall conclusively be deemed to have accepted the condition of title unless Seller receives notice of Purchaser's objections within seven (7) days after the preliminary commitment for title insurance is received by or made available to Purchaser. Encumbrances to be discharged by Seller shall be paid by Seller on or before closing.

8. Title Insurance. Seller authorizes closing agent, at Seller's expense, to apply for a standard form owner's policy of title insurance to be issued by CW Title & Escrow. The title policy shall contain no exceptions other than those contained in said standard form and those not inconsistent with this Agreement. If title is not so insurable and cannot be made so insurable prior to closing, Purchaser may elect either to waive such encumbrances or defects, or to terminate this Agreement and receive a refund of the Earnest Money.

If Purchaser desires an extended form owner's policy of title insurance with boundary coverage, it shall pay the cost thereof.

9. Conveyance. Seller shall convey title to the Property to Purchaser by Statutory Warranty Deed free of encumbrances and defects except those included in this Agreement or otherwise acceptable to Purchaser.

10. Closing Agent. This sale shall be closed at the office of CW Title & Escrow ("closing agent").

11. Time for Closing - Responsibilities of Parties. The purchase and sale contemplated by this Agreement shall be closed after satisfaction or waiver of all contingencies and within sixty (60) days after the end of the Governmental Approval Period (the "**Closing**" and "**Closing Date**", as applicable), unless otherwise agreed in writing by Seller and Purchaser. All documents necessary for the transfer of title as required hereunder and the completion of the transactions contemplated herein shall be executed on or before the Closing Date, for delivery at Closing.

12. Feasibility Period. Purchaser shall have a period of ninety (90) days after the Effective Date of this Agreement to review any and all reports, surveys, and title findings related to the Property, to perform any and all studies, inspections, and assessments related to the Property, and seek all approvals related to the Property deemed necessary or useful by Purchaser in its sole discretion, to determine the feasibility of the Property for Purchaser's intended use (the "**Feasibility Period**"). Earnest money is non-refundable after expiration of Feasibility Period, except as otherwise provided in this Agreement.

(a) Termination During Feasibility Period. If during the Feasibility Period Purchaser shall for any reason disapprove or be dissatisfied with, in Purchaser's sole discretion, any aspect of the Property, any item examined or sought by Purchaser pursuant to this Agreement, or Purchaser's intended use thereof, Purchaser shall be entitled to terminate this Agreement by written notice to Seller on or before the expiration of the Feasibility Period, whereupon all of the provisions of this Agreement shall terminate. Upon such termination, (i.) neither Seller nor Purchaser shall have any further obligation or liability to the other hereunder (except as otherwise provided herein), (ii.) the Earnest

Money shall be returned to Purchaser, and (iii.) Purchaser shall provide Seller copies of any third-party reports, tests, surveys, or studies conducted by Purchaser with respect to the Property.

13. Governmental Approval Period and Extensions. Purchaser shall have a period of one hundred twenty (120) days after expiration of the Feasibility Period to obtain planning and property approvals for the Property, including but not limited to zoning, rezoning, access, use, demolition, construction, and reconfiguration approvals, special tax and improvement district certification, development incentive approval, land use certification, variance, and/or special use approval, development and utility moratorium termination or exception, permitting approval, and any other approvals deemed necessary or useful by Purchaser in its sole discretion for development or use of the Property (the “**Governmental Approval Period**”).

14. Definition of Closing. "Closing" means the date on which all documents are recorded and the sale proceeds are available for disbursement to Seller.

15. Proration. Taxes for the current year, water and other utility charges constituting liens on the Property shall be prorated as of the date of Closing.

16. Closing Costs.

a. Seller. Seller shall pay the following escrow and closing costs: Real estate excise tax (this sale is exempt from real estate excise tax pursuant to WAC 458-61A-205 (2) – government seller), one-half escrow closing fee, standard form title insurance premium, and fee for preparation of Deed and Tax Affidavit.

b. Purchaser. Purchaser shall pay the following escrow and closing costs: One-half escrow closing fee, extended title insurance if desired by Purchaser and recording fee for Deed.

17. Possession. Seller shall deliver possession to Purchaser on Closing.

18. Condition of Property. Purchaser acknowledges that it has inspected the Property. Purchaser accepts the Property "AS IS" in its current condition and acknowledges that it is not relying upon any representation or warranty concerning the condition, area or boundaries of the Property made by Seller or Seller's agents, employees or representatives.

19. Risk of Loss. If prior to Closing, improvements on the Property shall be destroyed or materially damaged by fire or other casualty, this Agreement at option of Purchaser shall become null and void, and the Earnest Money shall be refunded to Purchaser. If Purchaser elects to continue, all insurance proceeds, if any, shall be payable to Purchaser.

20. Fixtures. The following items presently located on the Property are included in the sale at no additional cost, unless noted otherwise: Attached floor coverings; attached plumbing and lighting fixtures; landscaping, built-in appliances; ventilating, heating and cooling systems and fixtures; and attached irrigation equipment.

21. Leased Fixtures. The following fixtures presently are leased: None.

22. Default and Refund. If a dispute should arise regarding the disbursement of any Earnest Money, the party holding the Earnest Money may interplead the funds into court. Furthermore, if either Purchaser or Seller defaults, the non-defaulting party may seek specific performance, damages, or rescission, except that the Seller's remedy shall be limited as follows: In the event the Purchaser fails, without legal excuse, to complete the purchase of the Property, the Earnest Money deposit made by the Purchaser shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for such failure.

23. Merger. There are no other verbal or other agreements which modify or affect this Agreement.

24. Modification/Waivers. All subsequent modifications or waivers of any condition of this Agreement shall be in writing and signed by the appropriate parties.

25. Time. Time is of the essence of this Agreement.

26. Notices. Notice hereunder shall be in writing and may be mailed or delivered. If mailed, such notices shall be sent postage prepaid, certified or registered mail, return receipt requested, and the date marked on the return receipt by the United States Postal Service shall be deemed to be the date on which the party received the notice. Notices shall be mailed or delivered as follows:

TO PURCHASER: Dime Food Group, LLC
7102 Woodlawn Avenue NE
Seattle, WA 98115
Phone: (203) 512-5216
Email: ian@dimefoodgroup.com

WITH COPY TO
PURCHASER'S
ATTORNEY: Michelle A. Green
Gatens Green Weidenbach, PLLC
305 Aplets Way
Cashmere, Washington 98815
(509) 888-2144
michelle@ggw-law.com

TO SELLER: City of Wenatchee
Attn: Mayor's office
301 Yakima Street
Wenatchee, WA 98801
(509) 888-3604
LGloria@WenatcheeWa.gov;
TLMcCord@WenatcheeWA.gov

WITH COPY TO
SELLER'S
ATTORNEY: Steve D. Smith
Davis, Arneil Law Firm, LLP
617 Washington Street

Wenatchee, Washington 98801
(509) 662-3551
steve@dadkp.com;toni@dadkp.com

27. Waiver. No act or omission of either party hereto shall at any time be construed to deprive such party of a right or remedy hereunder or be construed so as to at any future time estop such party from exercising its rights or remedies.

28. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this Agreement shall be conducted in Chelan County, Washington.

29. Successors. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of each of the parties.

30. FIRPTA Compliance. This sale may be subject to the withholding and reporting requirements of the Foreign Investment In Real Property Tax Act (FIRPTA), unless Seller furnishes to Purchaser an Affidavit of Non-foreign Status. Seller and Purchaser agree to comply with FIRPTA, if applicable.

31. Time for Acceptance. Seller shall have three weeks to accept this offer, unless sooner withdrawn. Acceptance by Seller shall not be effective until a signed copy hereof is actually received by Purchaser. If this offer is not so accepted, it shall lapse and the Earnest Money shall be refunded to Purchaser.

32. Attorney's Fees. If any suit or proceeding is instituted by the Seller or the Purchaser, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, each party shall bear their own attorney's fees and costs incurred therein.

33. Representation. Steve D. Smith of Davis, Arneil Law Firm, LLP, represents Seller. Michelle A. Green of Gatens Green Weidenbach, PLLC represents Purchaser. Purchaser understands that Steve D. Smith does not represent Purchaser. Purchaser is encouraged to have all documents reviewed by their own lawyer or other counsel prior to signing.

34. Counterparts/Facsimile. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart, facsimile, or electronically. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the parties.

The facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or electronically transmitted signatures by signing an original document.

35. Survival. All terms of this Agreement, which are not satisfied or waived prior to closing, shall survive closing. These terms shall include, but not be limited to, representations and warranties, attorneys fees and costs, disclaimers, repairs, rents and utilities, etc.

36. Assignment. Purchaser may assign this Agreement, and Purchaser's rights and obligations hereunder, to an affiliated entity formed to take or hold title to the Property. On assignment, (a) the assignor shall be released of all of its rights and obligations under this Agreement, (b) assignee shall succeed to all of the rights and obligations of Purchaser under this Agreement, and (c) assignee shall be substituted as the Purchaser under this Agreement.

37. Investigation and Feasibility Study Contingency. During the Feasibility Period, Purchaser, its authorized agents and representatives shall, with reasonable notice to Seller, be entitled to enter upon the Property at all reasonable times to inspect the Property and conduct such tests or inspections as Purchaser determines necessary or useful in its sole discretion to conduct an investigation and a feasibility study of the suitability of the Property for Purchaser's intended use including, but not limited to, market feasibility, engineering and soils studies, investigation of zoning, subdivision, and other land use and environmental restrictions, and availability, adequacy, and cost of utilities.

38. Building Permit. Purchaser agrees to file a complete application for a building permit within 30 days of the commencement of the Governmental Approval Period. If Purchaser fails to file a complete application for a building permit within said time period, Seller shall have the right to send Purchaser a 20-day notice of termination of this Agreement. If Purchaser does not file a complete application for building permit within 20 days of delivery of such notice, this Agreement shall terminate and the earnest money shall be forfeited to Seller. Closing of this Agreement is contingent upon the approval by Seller of a building permit as-applied-for by Purchaser. The building permit application will be processed by the City in the normal course of business and must meet all code requirements prior to being approved. If the building permit application is not approved prior to the expiration of the Governmental Approval Period, either party may terminate this Agreement and the Earnest Money shall be refunded to Purchaser.

39. Hazardous Materials.

39.1 Definition of "Hazardous Material." The term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. pt. 302 and amendments thereto) or in the Washington Hazardous Waste Management Act (Ch. 70.105D RCW) of the Model Toxics Control Act (Chs. 70.105D RCW, 82.21 RCW), petroleum products and their derivatives, and such other substances, materials and wastes as become regulated or subject to cleanup authority under any Environmental Laws.

39.2 Environmental Audit. As a condition precedent to Closing, Purchaser may conduct an environmental review and audit (the "Environmental Audit") of the Property, indicating to the satisfaction of Purchaser that the Property does not contain, either on its surface or in its

subsurface or underlying water table, any Hazardous Material. The Environmental Audit may include a historical review of the use of the Property, review of all regulatory agency permits and compliance and enforcement files and records, soil tests, the acquisition of core samples and water table samples by drilling conducted on the Property, and such other tests and studies as Purchaser may deem appropriate. All tests and studies will be conducted by agents selected by Purchaser and performed as Purchaser directs, subject to the approval of Seller, which must not be unreasonably withheld. Purchaser will pay the cost of all tests and studies undertaken. If this condition is not satisfied or waived on or before Closing, Purchaser shall have the right to terminate this Agreement, at its sole election, by giving Seller notice of termination before the expiration of the Feasibility Period, and to obtain the return of the Earnest Money.

39.3 Access. Seller grants to Purchaser and its agents the right to enter on the Property at any reasonable times before the Closing Date for the purpose of conducting tests or studies that Purchaser may deem necessary or appropriate in connection with its acquisition of the Property. Seller will cooperate with Purchaser in making the tests and studies. No soil tests or drilling will be undertaken without first obtaining Seller's approval with respect to the agents retained to perform the work and the location and purpose of the tests or drilling. Purchaser will not interfere with or disturb the rights of any tenants of Seller in possession of any portion of the Property. Purchaser will protect, defend, and hold Seller harmless from any loss, liability, or damage to persons or property arising out of or related to Purchaser's activities on the Property. Purchaser will fully compensate Seller for any physical damage to the Property or any lien, encumbrance, or charge on it attributable to Purchaser's activities under this paragraph.

40. Brokers and Finders. At the signing of this Agreement, Laura Mounter Real Estate & Co. and Cameron Clennon represented Seller, and _____ represented Purchaser. Each party signing this Agreement confirms that prior oral and/or written disclosure of agency was provided to them in this transaction.

41. Property Disclosure Form. Purchaser hereby waives receipt of the Seller Disclosure Statement provided for in RCW 64.06.013. Seller hereby represents that no answer to any of the questions in the section entitled "Environmental" would be "yes."

42. Seller's Repurchase Rights. A material inducement for Seller to enter into this Agreement is the Purchaser's proposal to develop a full-service restaurant on the Property in generally the same concept as attached in **Exhibit "A"**. As partial consideration for this Agreement, the parties agree to execute the Seller's Option to Repurchase in substantially the same form attached hereto as **Exhibit "B"** at Closing.

/////////
/////////

DATED this ____ day of _____, 2023.

PURCHASER:

DIME FOOD GROUP, LLC

By _____

(printed/typed name)

Its _____

By _____

(printed/typed name)

Its _____

On this ____ day of _____, 2023, I hereby approve and accept the offer set forth in the above Agreement and agree to carry out all the terms thereof on the part of the Seller.

SELLER:

CITY OF WENATCHEE

By _____

FRANK J. KUNTZ, Mayor

EXHIBIT "A" Restaurant Concept

WENATCHEE FIRE DEPARTMENT

BRIGADE

fine, comfortable dining in a treasured landmark

by dime food group

David

kitchen, food + culinary direction

2022 James Beard award nominee for Best Chef Northwest
Opened 12 restaurants in NYC + Seattle
Former Executive Chef of Benchmarc Restaurant Group
Studied at the French Culinary Institute
Trained in Italy, Australia + Caribbean
30 consecutive Wenatchee Valley cherry harvests

Kate

service, hospitality + humans

A certifiably charming and fearless Texan
15 years of service experience in NYC, Texas + Seattle
Maitre d' for icons Jean Georges Vongerichten + Tom Colicchio
Masters in Counseling from Northwestern University
3 consecutive Wenatchee Valley cherry harvests

Ian

physics, finance + wine

Joint degree in Physics and Astronomy & Astrophysics from Harvard
Recipient of the 2005 Massachusetts Space Grant
16-year career in quantitative finance in NYC + London
Launched Ellington Management Group's European trading desk
30 consecutive Wenatchee Valley cherry harvests

Every DFG project is a rich story. These are stories we are excited to tell because they are meaningful to us. We are driven by the desire to build great things and to make communities richer. We are driven by a passion for service and hospitality and human engagement. We are driven by our love for exciting food and creative expression.

In 2019 we opened Eight Row in Seattle's Green Lake neighborhood. Eight Row's concept is a personal one. It is based on the memories, flavors and cultural diversity found in and around our family cherry orchard on the Wenatchee River. Through food and service the restaurant tells the story of the rich orchard communities of Central Washington.

David, Kate and Ian have traveled, studied and trained all over the world. But as natives of the Wenatchee Valley, we now look to deploy our skillset back at home. To use our knowledge and experience to help build the future of the community that shaped us into who we are today. This is the story we want to tell next. Because the story of Wenatchee is *our* story.



our OBJECTIVE

- Launch a high-level restaurant concept worthy of national media recognition;
- Upgrade the Wenatchee dining scene with a fresh, healthy and creative menu;
- Feature local produce and highlight specific orchardists and farmers;
- Present our agricultural heritage through narrative and food;
- Offer a dining experience that is both exquisite and approachable; fine and comfortable;
- Design a stunning space worthy of the iconic landmark that is Fire Station No. 1;
- Run a successful business and create a stable, family-like environment for our employees;



meet *BRIGADE RESTAURANT*

orchard-inspired, creative, new-American melting pot, farm-to-table, casual fine dining; exposed elements of original firehouse; **monumental**; marvelous; a grand history; bright open space; **timeless**; classic; high-level of detail and design; inviting; at home; open kitchen; wood-fired grill pays homage to **history** as a fire station; dishes feature **local** tree fruit in **creative** ways; local farms and stories; **world-class** cocktail program; the best of Central Washington wines and ciders; fit for **special** occasions, **intimate** meals and **casual** diners alike



authentic, classic materials; brick, cement + wood;
artisan, honest, creative feel to the space;
bright, warm; high ceilings; deference to windows;
varied seating arrangements; communal dining;
plants to provide natural feel, allusion to orchard;
mindful of the 1920s original architecture;
subtle art deco stylings;



Open kitchen with wood-fired grills and hearth to serve as the visual and functional centerpiece of the restaurant. This format invites guests to engage with the food and the process. Limited chef's counter seating will offer guests special tasting menu experiences.

ORCHARD-INSPIRED NEW AMERICAN

a distinct culinary expression of central Washington orchard communities

Featuring locally-sourced, fresh ingredients, including from our own farms.

The concept caters to those who live and work in Wenatchee—those who already know and love it.

At the same time, it is designed to excite and welcome visitors and the influx of new residents.

Brigade is where guests will gain a deeper appreciation of the Wenatchee valley as they dine.

Daily lunch and dinner service and weekend brunch.

boneless pork chop braised cabbage, granny smith mostarda, pickled mustard seeds + apple cider jus

shown right, this dish epitomizes orchard-inspired new American cuisine.



apple cider-brined spit-fired chicken
roast baby carrots + chimichurri



venison sausage
apricot mostarda + brussels sprout kimchi



seared duck breast
pear chutney, parsnips + duck confit fried wild rice



wood-fired broccoli

dried van cherries, crispy quinoa + tarragon aioli



bartlett pear salad

kohlrabi, candied walnuts + mint



roasted delicata squash

fuji apple, fromage blanc + date molasses



apple cider sourdoughnuts
caramel crème anglaise



fried chicken sandwich
aged white cheddar + habanero apple butter



slice of pie
seasonal tree fruit + vanilla bean whipped cream



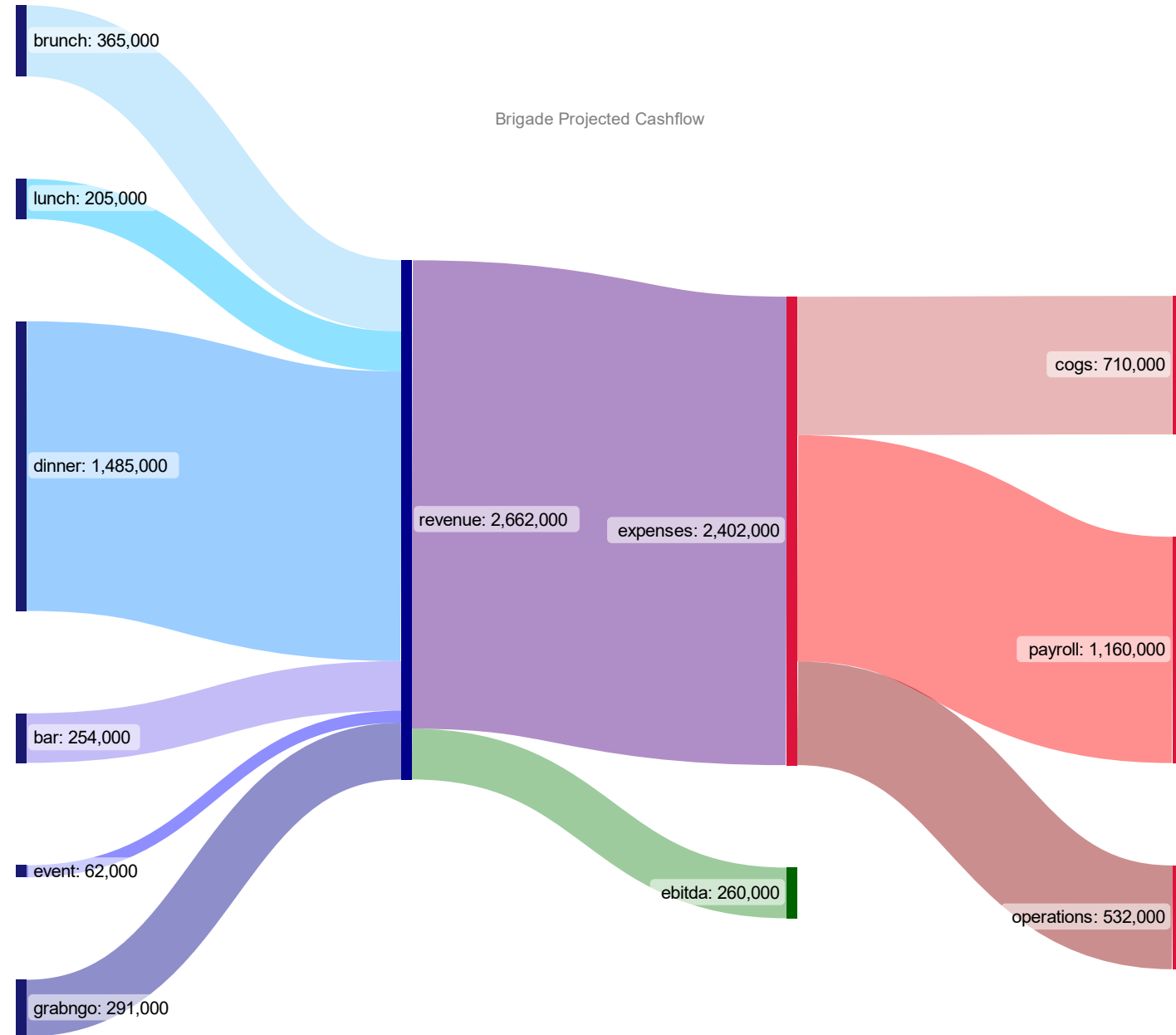
PHASE I

- buildout of full service restaurant and bar on ground floor
- installation of commercial hood and new HVAC system
- new plumbing to accommodate kitchen and upscale, accessible bathrooms
- restore bright, new exterior feel with full detailing and repairs to façade
- outdoor landscaping + grounds beautification
- explore reversion to the original four-door design
- explore activating the training tower as a hanging herb and produce garden
- explore basement wine cellar
- dime food group offices and basic storage areas on second level

PHASE II

- refurbish second level kitchen to use as test kitchen and special events
- additional prep area to facilitate catering and offsite events, such as in-orchard dinners
- create space for specialty food item production, such as pickles and preserves
- redesign second floor for community involvement with a culinary and farm focus
 - cooking classes
 - wine, cider + spirit tastings
 - guest chef and producer dinners (e.g. meet the farmer/grower)
 - private events

Brigade Projected Cashflow



ESTIMATED PROJECT COSTS

- PHASE I design and build costs: \$2.58m
- Business startup costs: \$500,100

OTHER INFO

- \$1.16m annual payroll
- 7 full-time salaried employees, with medical
- 15+ hourly employees
- avg kitchen wage: \$25/hr
- avg server/bartender wage: \$32/hr



Kate Willman
Managing Director
Director of Hospitality
kate@dimefoodgroup.com
469.222.0633

David Nichols
Managing Partner
Executive Chef
david@dimefoodgroup.com
917.445.8707

Ian Nichols
Managing Partner
Director of Operations
ian@dimefoodgroup.com
203.512.5216

THANK YOU | we look forward to working with you

EXHIBIT “B”

SELLER’S OPTION TO REPURCHASE

This Seller’s Option to Repurchase is effective the __ day of _____, 20__ (the “Effective Date”).

1. Repurchase Rights. Dime Food Group, LLC, or its successors or assigns as to the Property, (hereinafter referred to as “DIME”) hereby grants the City of Wenatchee (“Seller”) the following repurchase option with respect to the real property described in Exhibit “A” (the “Property”):

1.1. Restaurant Delivery Date. In the event DIME, its successors or assigns should fail to: (a) commence construction of a full-service restaurant on the Property within twelve (12) months after the Effective Date; and/or (b) fail to obtain any of the following: A WA State Reseller Permit with Business Activity *Full-Service Restaurants*; a WA State Business License (with liquor license endorsement); and a Chelan County Health Department Permit (collectively, the “Restaurant Permits”) within twenty-four (24) months after the Effective Date; and/or (c) open to the public a full-service restaurant in generally the same concept as Exhibit “B” hereto within twenty-five (25) months after the Effective Date (the “Outside Delivery Date”), then Seller, for a period of one hundred twenty (120) days after the Outside Delivery Date, shall have the option to repurchase the Property and all improvements thereon as provided herein (the “Option”). The restaurant concept attached as Exhibit “B” is intended to be a general concept only, and the restaurant opened by DIME may vary from the concept with respect to hours of operation, menu items, restaurant design, restaurant layout and seating, kitchen layout, restaurant name, phasing, and employee numbers and payroll. The term, “restaurant”, as used herein shall have the same meaning as such term is defined under Wenatchee Municipal Code (the “WMC”) 10.08.125 “R”. For clarity, DIME’s use of the Property shall not be limited to exclusively operating a restaurant and Purchaser shall have the right to develop and use the Property for additional uses in its sole discretion to the extent such uses are allowed under the WMC (including the zoning code) and other applicable governmental regulations, both before and after the Outside Delivery Date.

1.2. The failure of DIME to obtain the Restaurant Permits and construct the full service restaurant prior to the Outside Delivery Date shall constitute an “Option Event”. Any delay in DIME obtaining the Restaurant Permits or constructing the full service restaurant occasioned by an occurrence that is beyond the control of DIME, including without limitation, casualty (such as fire, floods, or windstorms), condemnation, public health pandemic, governmental action, acts of war, riots, strikes, inability to obtain necessary services, utilities, labor or materials, or other cause beyond the reasonable control of DIME, (a “Force Majeure Event”), shall result in a day-for-day extension of the Outside Delivery Date.

2. Exercise of Option; Tolling; Waiver. Seller may exercise the Option by delivering to DIME notice of such election, together with an earnest money deposit of Twenty Thousand and 00/100 Dollars (\$20,000.00) in cash or certified check made payable to the Title Company as

defined herein (the “Repurchase Notice”) within 120 days after the Outside Delivery Date; provided, however, DIME shall have the unconditional right to toll acceptance of the Repurchase Notice for a period of seventy-five (75) days, plus any additional day-for-day extension for a Force Majeure Event (the “Tolling Period”), to allow satisfaction of the Option Event, in which case the Repurchase Notice shall be deemed tolled during such Tolling Period and withdrawn provided the applicable Option Event is satisfied on or before the expiration of the Tolling Period. In the event the Option Event pursuant to which any Repurchase Notice is given is not satisfied or cured within the Tolling Period, Seller shall have the right to purchase the Property as provided in this Option. The failure of Seller to timely exercise the Option or thereafter close in accordance with the requirements herein provided shall result in the Option expiring, and deemed satisfied and waived in full. No subsequent claim or event shall cause such Option to be extended or reinstated. The Option provided herein constitutes the sole and exclusive remedy to Seller for DIME’s failure to timely satisfy the Option Event. Upon the date that DIME receives the Restaurant Permits and first opens the full service restaurant to the public, to the extent that such date is prior to the Outside Delivery Date (including any day-for-day extensions as a result of a Force Majeure Event, and including any Tolling Period), this Option shall terminate.

3. Option Repurchase Price. The Option repurchase price (the “Option Repurchase Price”) for the Option set forth in Section 1.1 above, shall equal the original “Purchase Price” paid by DIME to Seller to purchase the Property on or about the date of execution of this Option to Repurchase, together with the cost of any permanent improvements made to the Property by DIME and the cost of any utility taps, and building permits purchased by DIME for the Property that may be used for the improvement of the Property.

4. Closing; Payment of Liens and Encumbrances. The Option, once exercised as provided herein, shall be consummated through CW Title & Escrow (the “Title Company”) within no more than sixty (60) days after exercise of the applicable Option and expiration of any Tolling Period provided herein. The Option repurchase price shall be payable in cash or other method acceptable to DIME. Title to the Property shall be conveyed by DIME to Seller by special warranty deed, subject to all real estate taxes and installments of special assessments not yet due, easements, restrictions, covenants and conditions of record, except that any delinquent real property taxes or installments of special assessments, and any mortgage, deed of trust or liens, including mechanics liens or other liens outstanding on the Property, shall be discharged from the proceeds payable by Seller hereunder. Current real property taxes and installments of special assessments shall be prorated as of the date of closing. The costs of closing, including title insurance and excise tax, shall be split between DIME and Seller in the normal and customary manner.

5. Release of Option. Upon the expiration, waiver, or termination of the Option granted hereunder as set forth in Section 2 above, Seller agrees to duly execute and deliver to DIME a release (properly executed, acknowledged and in recordable form) of such Option right and any interest of Seller in the Property arising out of the Option right, which may be recorded by Purchaser.

6. Option Assignment. Seller may not assign its Option rights arising hereunder, it being acknowledged that the Option granted under this Agreement is personal to Seller and shall not pass with title to any property, assets, or other rights of Seller, by operation of law or otherwise.

7. Recording. This document shall not be placed of record. A memorandum of this Option containing the key terms shall be signed by DIME and Seller at closing which shall thereafter be recorded with the Chelan County Auditor.

SIGNATURES OMITTED FOR PURPOSES OF THIS EXHIBIT

EXHIBIT "A" TO OPTION
(legal description of Property)

Portion of Chelan County Tax Parcel No. 22-20-10-590-188:

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

EXHIBIT "B" TO OPTION
(Restaurant Concept)



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Steve Crown, Chief
Wenatchee Police Department

MEETING DATE: August 10, 2023

I. SUBJECT

An amendment to East Cascade SWAT Team (ECST) Inter-local Agreement (ILA) regarding the purchase of a Lenco BearCat armored vehicle. The amendment creates a purchase agreement between the ECST partner agencies whereby the City of Wenatchee will make the initial payment to the vendor. The partner agencies in this agreement include Chelan and Douglas Counties, and the Cities of East Wenatchee and Wenatchee.

II. ACTION REQUESTED

Staff recommends the City Council approve and authorize the Mayor's signature for the amendment to the ECST ILA which reflects the initial purchase of the BearCat armored vehicle and the subsequent reimbursement by the partner agencies.

III. OVERVIEW

This amendment outlines the purchase of the armored vehicle by the City of Wenatchee. The City of Wenatchee will be responsible for maintaining title, registration, and insurance for the vehicle. Reimbursements will be made by the partner agencies in the amounts and on the timelines specified. The amendment also details the division of the BearCat in the event of termination of ECST, or the withdrawal of an individual agency from the ECST. These potential changes are specific to the BearCat asset only.

IV. FISCAL IMPACT

The City of Wenatchee is responsible for full payment to Lenco upon completion of the BearCat's build and inspection of the completed vehicle by an ECST member. The reimbursement schedule and timeline would then take effect, and the City of Wenatchee would then be reimbursed by the partner agencies a total of \$284,935.24 of the \$397,402.85 total costs, per the amendment.

V. REFERENCE(S)

1. Original ECST ILA
2. First Amendment to ECST ILA
3. Purchase Quote from Lenco with detail
4. Power Point slide summary presented to Finance Committee

VI. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Laura Gloria, Executive Services Director
Brad Posenjak, Finance Director
Danielle Marchant, Wenatchee City Attorney

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

**EAST CASCADE MULTI-JURISDICTIONAL
SWAT TEAM**

I. PARTIES

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

II. AUTHORITY

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

III. PURPOSE

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

IV. FORMATION

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

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

V. STATEMENT OF PROBLEM

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

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

VI. TEAM OBJECTIVES

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

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

VII. DURATION AND TERMINATION

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

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

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

VIII. GOVERNANCE

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

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

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

IX. STAFF

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

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

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

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

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

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

X. COMMAND AND CONTROL

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

XI. EQUIPMENT, TRAINING, AND BUDGET

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

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

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

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

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

XII. DISTRIBUTION OF ASSETS UPON TERMINATION

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

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

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

Arbitration pursuant to this section shall occur as follows:

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

XIII. LIABILITY, HOLD HARMLESS, AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

XIV. NOTIFICATION OF CLAIMS AND LAWSUITS.

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

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

XV. COMPLIANCE WITH THE LAW

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

XVI. ALTERATIONS

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

XVII. RECORDS

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

agreement.

XVIII. FILING

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

XIX. SEVERABILITY

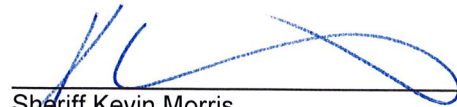
If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, or provision of this Agreement.

XX. MUNICIPAL AUTHORIZATIONS

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

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

COUNTY OF DOUGLAS



Sheriff Kevin Morris

Date: 11-1-2021



Commissioner

Date: 11-2-21



COUNTY OF CHELAN

Dated this 12th day of October, 2021.

BOARD OF CHELAN COUNTY COMMISSIONERS



BOB BUGERT, CHAIR

**FIRST AMENDMENT
TO THE INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
CHELAN COUNTY SHERIFF'S OFFICE, DOUGLAS COUNTY SHERIFF'S OFFICE, EAST WENATCHEE
POLICE, AND WENATCHEE POLICE
EAST CASCADE MULTI-JURISDICTIONAL SWAT TEAM**

THIS FIRST AMENDMENT to the Interlocal Cooperative Agreement between Chelan County Sheriff's Office, Douglas County Sheriff's Office, East Wenatchee Police, and Wenatchee Police, East Cascade Multi-Jurisdictional SWAT Team, is made and entered into by and between Chelan County Sheriff's Office, Douglas County Sheriff's Office, East Wenatchee Police, and Wenatchee Police, collectively hereinafter referred to as the "Parties" or individually as "Party."

RECITALS

WHEREAS, on November 16, 2021, the Parties entered into an Interlocal Cooperative Agreement regarding the East Cascade Multi-Jurisdictional SWAT Team (the "Interlocal Agreement"); and

WHEREAS, the Parties wish to amend the Interlocal Agreement to address the furnishing and purchase of equipment, to specifically address the purchase of a BearCat armored vehicle, as currently set forth in Section XI of the Interlocal Agreement; and

WHEREAS, the Parties also wish to amend the distribution of assets upon termination, as currently set forth in Section XII of the Interlocal Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, the Parties agree as follows:

1. Agreement Documents. The Interlocal Agreement, entered into on November 16, 2021, is incorporated by reference into this First Amendment as though written in full and shall remain in full force and effect except as provided herein.

2. Section XI. The following language shall be added to the end Section XI of the Interlocal Agreement:

"a. Purchase and Use BearCat. The City of Wenatchee, the Wenatchee Police's governing authority, has or shall purchase a BearCat armored vehicle in the amount of \$397,402.85. It is contemplated that the BearCat shall be the sole property of the City of Wenatchee, but shall be available for use by the ECST during the term of this Agreement. The City of Wenatchee shall be responsible for all registration and insurance of BearCat. All maintenance costs related to the BearCat will be paid for through joint funds.

b. Reimbursement for BearCat. The remaining participating jurisdictions shall pay the City of Wenatchee as follows for reimbursement of the BearCat purchase: City of East Wenatchee Police: \$60,000.00; Chelan County Sheriff's Office: \$112,467.62; Douglas County Sheriff's Office: \$112,467.62. The reimbursement payments shall be made to the City of Wenatchee within ninety (90) days of the City of Wenatchee purchasing and obtaining title to the BearCat.

c. Division upon Termination or Withdrawal. Notwithstanding Section XII of this Agreement, the following provisions apply upon the withdrawal of participating jurisdictions or termination of the ECST:

- i. Withdrawal. Upon the withdrawal of City of East Wenatchee Police, Chelan County Sheriff's Office, or Douglas County Sheriff's Office from the ECST in accordance with the terms of this Agreement, the BearCat shall be determined to be sole property of the City of Wenatchee and the City of Wenatchee shall retain sole ownership of the BearCat. In the event the Wenatchee Police withdrawal from the ECST, title and ownership of the BearCat and all accompanying responsibilities held by the City of Wenatchee and/or Wenatchee Police in relation to the BearCat shall be transferred to one of the remaining participating jurisdictions, as determined in the sole discretion of the ECST Board. In the event of a withdrawal, the BearCat shall not be subject to any division or buy-out provision among the Parties, specifically the withdrawing jurisdiction recognizes and agrees that it is not entitled to any buy-out compensation.
- ii. Termination. Upon Termination of the ECST in accordance with the terms of this Agreement, the City of Wenatchee shall have the option to buy-out the other participating jurisdictions' interest in the BearCat on the following terms:
 - 1) the buy-out price for the BearCat will be determined based on Fair Market Value at the time of termination;
 - 2) a thirty-five percent (35%) discount shall be applied to the buy-out price to account for the City of Wenatchee's insurance and registration costs incurred; and
 - 3) Each participating jurisdiction will be paid a pro rata share of the buy-out price, minus the applicable discount, based upon its proportion of investment into the initial BearCat purchase.

The City of Wenatchee shall provide notice to the parties of its intent to exercise this option within thirty (30) days of a final termination decision by the ECST Board. If the City of Wenatchee does not exercise this

option, the BearCat shall be distributed or divided in accordance with Section XII herein.”

3. Section XII. The first sentence of the second paragraph of Section XII shall be amended as follows:

“Unless otherwise provided in this Agreement and subject to Section XI(c), any assets acquired with joint funds of the ECST shall be equally divided among the participating jurisdictions at the asset’s fair market value upon termination.”

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

5. Full Force and Effect. Except as otherwise amended by this Amendment, all other provisions of the Interlocal Agreement shall remain in effect.

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

COUNTY OF DOUGLAS

Dated this ____ day of _____, 2023.

BOARD OF DOUGLAS COUNTY COMMISSIONERS

DAN SUTTON, CHAIR

KYLE STEINBURG, COMMISSIONER

MARC STRAUB, COMMISSIONER

ATTEST:

CARLYE BAITY, CLERK

Dated: _____

ATTEST:

KEVIN MORRIS, SHERIFF

Dated: _____

COUNTY OF CHELAN

Dated this ____ day of _____, 2021.

BOARD OF CHELAN COUNTY COMMISSIONERS

KEVIN OBERBAY, CHAIR

SHON SMITH, COMMISSIONER

TIFFANY GERING, COMMISSIONER

ATTEST:

ANABEL TORRES, CLERK

Dated: _____

ATTEST:

MICHAEL MORRISON, SHERIFF

Dated: _____

CITY OF WENATCHEE

Dated this ____ day of _____, 2023.

MAYOR FRANK KUNTZ

CHIEF STEVE CROWN

CITY OF EAST WENATCHEE

Dated this ____ day of _____, 2023.

MAYOR JERRILEA CRAWFORD

CHIEF RICK JOHNSON



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive - Pittsfield, MA 01201

PH: 413-443-7359 - FAX: 413-445-7865

Customer Code: EALWA

Quotation Date: 07/31/23

Lenco Tax ID#: 04-2719777

Page #: 1 of 2

Bill To
East Wenatchee Police Department 50 Simon St. East Wenatchee, WA 98802 USA

Ship To
East Wenatchee Police Department 50 Simon St. East Wenatchee, WA 98802 USA

Payment Terms	Shipping Terms	Ship Via
Prepaid	FOB: Origin	Customer Pickup
Estimated Completion	Lenco Contact	Inspection & Acceptance
12 months ARO (Est.)	Jim Massery	At Lenco's Facility, Pittsfield, MA

Item:	Product #	Qty	Unit Price	Total
Vehicle configuration	1737			
Lenco BearCat	BC55003-BASE	1	\$200,704.00	\$200,704.00
Options:				
LED Red and Blue	LED_RED_BLUE	1		
Lusterless Army Green	LUSTERLESS_ARMY_GREEN	1		
Diesel Engine, 6.7L Turbo	BCDLEN	1	\$8,859.00	\$8,859.00
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats	BC3WOFFRD	1	\$34,958.00	\$34,958.00
4-Door Configuration	BC4DR	1	\$7,858.00	\$7,858.00
(1) 7" Vertical GunPort Upgrade	BCGP7	8	\$152.00	\$1,216.00
Electric Power Mirrors	BCMIR	1	\$1,508.00	\$1,508.00
Back up Camera System with Monitor	BCBU	1	\$2,297.00	\$2,297.00
Color & Thermal Camera w/Controller, Front and Rear Monitors	BCTI	1	\$31,585.00	\$31,585.00
Radio Prep Package, (1) Max (2)	BCINSRA	1	\$502.00	\$502.00
Rear A/C - Heating Systems: High Capacity Upgrade	BCHACUP	1	\$7,182.00	\$7,182.00
Hydraulic Ram Upgrade w/Front Mounted Receiver with Ram Post and Plate	BCHYDRAM	1	\$12,479.00	\$12,479.00
Gas Injector Unit	BCGIU	1	\$14,552.00	\$14,552.00
Gas Injector Storage Basket	BCGISB	1	\$1,295.00	\$1,295.00
Break and Rake	BCBAR	1	\$1,200.00	\$1,200.00
Door Pivoting Ram Head	BCDPRH	1	\$1,280.00	\$1,280.00
4 Way Ram Camera with 4 Way Monitor and Audio	BCRC	1	\$23,928.00	\$23,928.00
Roof Mounted Remote Control Spot Light - LED	BCSLLED	3	\$1,404.00	\$4,212.00
High Intensity Driving Lights in Front Bumper	BCHIDL	1	\$1,340.00	\$1,340.00
Take Down Light (Bumper Mounted)	BCTDL	1	\$1,853.00	\$1,853.00
Plasma Rope	BCPLAS1	2	\$503.00	\$1,006.00
Armored Oil Pan Guard	BCAOPG	1	\$1,936.00	\$1,936.00
Intercom System Inside to Outside	BCINT	1	\$2,871.00	\$2,871.00
5 Pack Mag Kit	BCMAGKIT	1	\$975.00	\$975.00
Configuration Subtotal:				\$365,596.00
Lenco BearCat	NEWCONFIG	1	\$365,596.00	\$365,596.00
Washington Sales Tax	TAX2	1	\$31,806.85	\$31,806.85
Net Total				\$397,402.85



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive - Pittsfield, MA 01201

PH: 413-443-7359 - FAX: 413-445-7865

Customer Code: EALWA

Quotation Date: 07/31/23

Lenco Tax ID#: 04-2719777

Page #: 2 of 2

Notes:

Tax rate of 8.7% used. Lenco is not responsible for tax rate discrepancies.

WARNING: Information Subject to Export Control Laws

The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter ITAR 123.9(A).

Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request. This quote will be valid for 90 days.

ACCEPTANCE OF PROPOSAL

Authorized

Signature: _____

Please sign and return

Authorized

Signature: James Massery

Jim Massery

Thank you

BEARCAT PURCHASE

EAST CASCADE SWAT TEAM



MRAP ARMORED VEHICLE

CURRENT ARMOR



DETAILS

- Military Surplus
- 2021 WA State Legislation proposed ban on military equipment, including MRAP
- 2022 Federal Executive Order nearly resulted in Nationwide ban on MRAP

BEARCAT ARMORED VEHICLE

PROPOSED PURCHASE



DETAILS

- Purpose built for domestic law enforcement
- Necessary tool for community/officer safety with advanced technology
- Not at risk of State or Federal legislation or executive order

REQUEST AND FUNDING BREAKDOWN

- General fund request for 2024
- \$397,402.85 to be paid in full by City of Wenatchee upon receipt
- ILA Reimbursement
 - EWPD \$60,000
 - CCSO \$112,467.62
 - DCSO \$112,467.62
 - Payment within 90 days
- Order placed immediately upon approval and generation of PO in 2023
- Lead time up to 12 months from order
- Delivery fee paid through ECST joint funding account
- Registered and insured by City of Wenatchee/WPD

QUESTIONS?





CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Aaron Kelly, Operations Manager
Elisa Schafer, Facilities Manager
Public Works Department

MEETING DATE: August 10, 2023

I. SUBJECT

Department of Enterprise Services – Tenant Improvement, Project No. 2321

II. ACTION REQUESTED

Staff recommends the City Council reject all bids received for the Department of Enterprise Services – Tenant Improvement.

III. OVERVIEW

The City of Wenatchee is currently under lease agreement with the Department of Enterprise Services for approximately 4,700 SF of space on the 3rd floor of Wenatchee City Hall. At the time the lease was signed, it was estimated the tenant improvement costs would be ~\$600,000. During the design of the project, mechanical and electrical component increased the cost of the project significantly.

The project went to bid on July 11, 2023 where three (3) bids were received. The apparent low responsive bidder was Halme Builders, Inc. with a proposal price of \$1,125,000 (without WSST).

The Department of Enterprise Services is not interested in the current pricing and has requested the City of Wenatchee reject all bids on the basis of cost.

IV. FISCAL IMPACT

The 504 fund may incur some additional design fees for the design and bidding efforts.

V. PROPOSED PROJECT SCHEDULE

The City will coordinate with the Department of Enterprise to reduce the scope of the project for rebid.

VI. REFERENCE(S)

1. Bid Tabulation

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Laura Gloria, Executive Services Director
Brad Posenjak, Finance Director
Rob Jammerman, Public Works Director



**City of Wenatchee
Bid Tabulation
WA State Department of Enterprises - TI, City Project No. 2321**

		Engineer's Estimate	Apollo	Halme	Trico
Description		Price	Price	Price	Price
	BASE BID	\$884,000	\$ 1,192,700.00	\$ 1,125,000.00	\$ 1,231,000.00
	BASE BID SALES TAX		\$ 103,764.90	\$ 97,875.00	\$ 107,097.00
	BASE BID TOTAL		\$ 1,296,464.90	\$ 1,222,875.00	\$ 1,338,097.00
	ALTERNATE NO. 1		\$ 87,000.00	DID NOT BID	\$ 20,000.00
	ALTERNATE NO. 1 SALES TAX		\$ 7,569.00		\$ 1,740.00
	ALTERNATE NO. 1 TOTAL		\$ 94,569.00		\$ 21,740.00

CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

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

MEETING DATE: August 10, 2023

I. SUBJECT

2023 Community Development Block Grant (CDBG) Annual Action Plan (AAP)

II. ACTION REQUESTED

- a. Conduct a public hearing and receive public testimony
- b. Provide direction to City staff on projects and funding allocations.
- c. Adopt the 2023 CDBG AAP and authorize the Mayor to sign associated assurances, certifications and contracts necessary for implementing the 2023 CDBG AAP.

Suggested motion: I move to approve the 2023 CDBG Annual Action Plan as presented.

III. OVERVIEW

Wenatchee is an entitlement community and receives an annual CDBG allocation. The 2023 award is \$252,354.

The 2023 AAP provides low-level detail for projects and activities used to implement and make progress towards the Consolidated Plan goals. The AAP contains details, funding and data associated with the needs of the community addressed through implementation.

The required 30-day comment period for the AAP began on July 11th and concludes on August 10th. The City Council must take final action on the 2023 Annual Action Plan at the August 10, 2023 regular meeting. City staff must submit the plan to HUD no later than August 16, 2023 in order to receive the funding for the 2023 AAP.

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

In addition to the annual award, there are approximately \$435,069 in remaining program funds from the 2019, 2020, 2021, and 2022 CDBG program years available to be reallocated. The funds have been allocated to the pedestrian infrastructure/facilities project for ADA ramps and sidewalk repairs.

The total allocation for the 2023 fiscal year of \$687,423, includes the following projects at the recommended funding levels:

- \$50,470 for Program Administration and Planning
- \$201,883 for pedestrian infrastructure/facilities
- \$435,069 carry-over funds for pedestrian infrastructure/facilities

Community Development and Public Works staff are working in a coordinated effort to fund and complete pedestrian infrastructure/facilities improvement projects that benefit low to moderate income households in the City. Funds for the 2022 fiscal year have been spent on sidewalk repairs.

IV. FISCAL IMPACT

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

V. REFERENCE(S)

City of Wenatchee 2023 Annual Action Plan

VI. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Laura Gloria, Executive Services Director
Brad Posenjak, Finance Director

Executive Summary

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

1. Introduction

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

2. Summarize the objectives and outcomes identified in the Plan

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

The 2023 Annual Action Plan will support targeted objectives from the Consolidated Plan through the implementation of the activities listed below. The City Council has directed the use of CDBG funds to support low and moderate income neighborhoods through infrastructure improvements and removing accessibility barriers.

Goal #1 – Expand Development of Housing and Public Amenities

Objectives Include

- Transportation/Public facilities

3. Evaluation of past performance

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

During the 2022 program year (October 1, 2022 to September 30, 2023), the following activities were undertaken:

Objective 1 - Preserving & improving neighborhoods:

- Infrastructure improvements: The City removed barriers in low and moderate income neighborhoods and installed accessible intersection ramps for pedestrians.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

In developing the 2020-2024 Consolidated Plan, City staff utilized the development of the Assessment of Fair Housing and Consolidated Plan in addition to other community-focused planning efforts. Additionally, past plans including the South Wenatchee Action Plan, Wenatchee Comprehensive Plan, Wenatchee Housing Code update, Homeless Housing Strategy Plan and current planning efforts such as the Pedestrian Master Plan all take a look at the intersection of demographics and provide significant insight and data for consideration.

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

For the 2023 AAP, there was a 30-day comment period published in the Wenatchee World on July 11, 2023 informing the community of a public hearing held at a regularly scheduled City Council meeting on August 10, 2023.

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

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

5. Summary of public comments

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

A public notice was published in the Wenatchee World on July 12, 2022 notifying the community of the 30-day comment period and the opportunity to attend a public hearing at the regularly scheduled City Council meeting on August 10, 2023.

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

N/A

7. Summary

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

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

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

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

for administration of each grant program and funding source.

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

Table 1 – Responsible Agencies

Consolidated Plan Public Contact Information

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

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

1. Introduction

The 2023 Annual Action Plan was developed with careful consideration of public comment that resulted from multiple planning efforts including that of the Regional Assessment of Fair Housing, 2020-2024 Consolidated Plan, 2019-2024 Homeless Housing Strategic Plan and the process of the Pedestrian Master Plan. In addition, a public hearing held on August 10, 2023 provided an additional opportunity to provide feedback prior to adoption.

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

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

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

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

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

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

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

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

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

Table 2 – Agencies, groups, organizations who participated

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

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

N/A

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

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

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

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

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

The 2023 Annual Action Plan was developed with careful consideration of public comment that resulted from multiple planning efforts including that of the Regional Assessment of Fair Housing, 2020-2024 Consolidated Plan, 2019-2024 Homeless Housing Strategic Plan and the process of the Pedestrian Master Plan. In addition, a public hearing held on August 10, 2023 provided an additional opportunity to provide feedback.

While developing the 2023 Annual Action Plan, careful consideration of past community feedback and professional recommendation was taken. The information referenced was provided by a broad spectrum of community stakeholders including local homeless service providers, social service agencies, business representative, government officials and private citizens.

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

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

Citizen Participation Outreach

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

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Verbal/email info to community groups	Non-targeted/broad community				

Table 4 – Citizen Participation Outreach

Expected Resources

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

Introduction

In addition to CDBG funding, the City of Wenatchee receives state and local funding to support homeless Continuum of Care activities. Anticipated funding for 2023 is outlined in the table below.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 3				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	252,354	0	\$435,069 (subject to change based on expenditure of funds for ongoing projects)		\$687,423	The annual allocation is a formula grant amount determined by the U.S. Department of Housing & Urban Development. The prior year resources include a combination of both prior year remaining formula grant amounts totaling \$435,069 (Program Year 2022 carry-over includes unexpended funds from previous program years

Table 5 - Expected Resources – Priority Table

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

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

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Expand Development of Housing & Public Amenities	2020	2024	Non-Housing Community Development	City of Wenatchee	Housing Options Multimodal Transportation Business Stability	CDBG: \$687,432 _____	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted* Businesses assisted:

Table 6 – Goals Summary

Goal Descriptions

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

Projects

AP-35 Projects – 91.220(d)

Introduction

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

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

Projects

#	Project Name
1	Program Administration and Planning
2	Pedestrian Infrastructure/Facilities

Table 7 - Project Information

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

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

AP-38 Project Summary
Project Summary Information

1	Project Name	Program Administration and Planning
	Target Area	City of Wenatchee
	Goals Supported	Expand Development of Housing & Public Amenities Support Public Services
	Needs Addressed	Housing Options Multimodal Transportation Business Stability Public Services
	Funding	CDBG: \$50,470
	Description	City staff will provide management for the CDBG grant, sub-grantees and projects.
	Target Date	9/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	35000 - city wide
	Location Description	City of Wenatchee
	Planned Activities	Support the administration, planning and reporting of the Wenatchee CBDG program
2	Project Name	Pedestrian Infrastructure/Facilities
	Target Area	City of Wenatchee
	Goals Supported	Expand Development of Housing & Public Amenities
	Needs Addressed	Multimodal Transportation
	Funding	CDBG: \$636,952 (201,883 from 2023 award and \$435,069 from program carry-over)
	Description	Provide new or improved infrastructure/facilities for households predominantly low- to moderate-income.
	Target Date	9/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	A sidewalk benefit area is often for a couple hundred households and will be prioritized for those that are low- and moderate-income.
	Location Description	The project will be located in various locations throughout the city, though primarily between Fifth St and Washington below Miller and above Chelan Avenue

	Planned Activities Install or reconstruct pedestrian infrastructure/facilities such as sidewalks and accessible ramps.
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AP-50 Geographic Distribution – 91.220(f)

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

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

Geographic Distribution

Target Area	Percentage of Funds
City of Wenatchee	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

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

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

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

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

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

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

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

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

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

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

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

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

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

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

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

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

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

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

Discussion

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

Introduction

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

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

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

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

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

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

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

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

homelessness.

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

Addressing the emergency shelter and transitional housing needs of homeless persons

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

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

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

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

Introduction:

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

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

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

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

AP-85 Other Actions – 91.220(k)

Introduction:

The 2023 Annual Action Plan includes a variety of other actions that will address HUD requirements & support the objectives outlined in the City's Consolidated Plan. These specific actions are described below.

Actions planned to address obstacles to meeting underserved needs

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

Actions planned to foster and maintain affordable housing

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

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

Actions planned to reduce lead-based paint hazards

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

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

Actions planned to reduce the number of poverty-level families

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

Actions planned to develop institutional structure

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

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

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

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

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

Program Specific Requirements

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

Introduction:

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

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

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

Other CDBG Requirements

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

Attachments

Citizen Participation Comments

CDBG PUBLIC COMMENT

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

INSERT SF 424 application

INSERT Assurances