City of Leavenworth
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City Council
Cheryl K. Farivar - *Mayor*
Michael Molohon
Elmer Larsen
Robert Francis
Carolyn Wilson – *Mayor Pro Tem*
Gretchen Wearne
Mia Bretz
Margaret Neighbors
Joel Walinski - *City Administrator*

LEAVENWORTH CITY COUNCIL
AGENDA

Leavenworth City Hall - Council Chambers
January 12, 2016 - 6:30 p.m.

Call to Order

Flag Salute

Roll Call

Council Committees - 2nd Tuesday
Public Safety 3:00 Parks 4:00 Public Works 5:00

Consent Agenda
1. Approval of Agenda
2. Approval of December 8, 2015 Regular Meeting Minutes
3. Approval of December 8, 2015 Study Session Minutes
4. 2015 Claims $369,965.09 and 2016 Claims $286,844.50
5. December 2015 Payroll $193,186.45

Public Safety Report: Sargent Bruce Long, Liaison Officer

Comments from the Public on Items Not on the Agenda

Councilmember and Committee Reports

Mayor/Administration Reports

Public Hearing on East Pine Street Annexation at 6:30 PM

Resolutions, Ordinances, Orders and Other Business
1. Action: Motion to elect Mayor pro tempore
2. Action: Authorization to Bid Chumstick Waterline / Trail Project
3. Action: Ordinance 1516 Annexation Request – East Pine Street Area
4. Action: 2016 Pacific Security Contract
5. Action: Approval of Meadowlark Subdivision Street Names
6. Action: Appoint Scott Bradshaw to Planning Commission Position No. 5

Information Items for Future Consideration
1. Mayor & Mayor Pro-Tem Committee Assignments

(Next Ordinance is 1518- Next Resolution is 01-2016)

The City of Leavenworth is committed to providing reasonable accommodations in accordance with the Americans with Disabilities Act. Please contact City Hall at (509) 548-5275 at least 72 hours prior to a scheduled meeting to request an accommodation.

SUPPLEMENTAL COUNCIL AGENDA

Public Hearing on East Pine Street Annexation at 6:30 PM

In August 2015, the City initiated contact with property owners for potential annexation. The City Council has never "forced" property owners to annex into the city limits; the annexation is sponsored by the City of Leavenworth and the fees are paid by the City Council for the processing of this annexation with all property owners voluntarily participating in annexation. The Council has carefully weighed the benefits to both property owners and the City and has encouraged annexation for this neighborhood. The property owners submitted an intent letter on September 2, 2015 and is signed by the owners of the entire approximately 0.80 acre properties sought for annexation. On December 8, 2015, the Council met with the property owners, accepted and annexation, and set a hearing with notice of January 12, 2016. During this City Council Hearing, the City Council:

a. Gives proponents and opponents an opportunity to speak.

b. The City Council decides whether to approve the annexation. If the Council decides to approve, the Council must enact an ordinance (motion) to annex the territory (Pursuant to RCW 35A.14.140). Subject to RCW 35.02.170, the ordinance may annex all or any portion of the proposed area but may not include in the annexation any property not described in the petition. Upon passage of the annexation ordinance, a certified copy shall be filed with the Board of Chelan County Commissioners.

c. The Ordinance is prepared for tonight's Council action under "Resolutions, Ordinances, Orders and Other Business."

1. <u>Motion to elect Mayor pro tempore</u>

The Council is being asked to consider the appointment and designation of a Mayor pro tempore. The action could be the confirmation of the standing Mayor pro tempore or the selection and confirmation of another sitting Council Member. Councilmember Carolyn Wilson served as the Mayor pro tempore in 2014 and in 2015.

The duties of the Mayor pro tempore include the recommendation of council members to standing committees with the appointments approved by the City Council and to serve as the presiding officer at the Council Meetings in the Mayor's absence.

At this time, the following procedure is recommended:

- *Mayor: Nominations are now in order for the office of Mayor Pro-Tem.*
- *Nominations taken from the floor.*
- *Mayor calls for any further nominations - if none, announces nominations are closed.*
- *Election then occurs by show of hands in support of each nominee.*
- *A full majority of four (4) is needed for the confirmation.*

The following item is included under **TAB 1**:

- RCW 35A.12.065 Pro tempore appointments.

- RCW 35.27.160 Mayo-Duties-Powers- Mayor pro tempore

    - **MOTION:** *The Leavenworth City Council moves to nominate Councilmember _____ as Mayor pro tempore.*

2. Authorization to Bid Chumstick Waterline / Trail Project

The City Council is being asked to authorize the public bid of the Chumstick Highway Multi-Purpose Trail and Water/Sewer Transmission Lines. The sanitary sewer lift station associated with this improvement will be located at the northern terminus of the sewer transmission line identified in the Chumstick Multi-Purpose Trail and Water/Sewer Transmission Line Project and will be bid at a later date. The plans and specifications have been developed by Mr. Larry Cordes, P.E., Pace Engineering. Authorization for the bid is contingent upon funding approval provided by Washington Department of Transportation (DOT). Those documents, Prospectus and Local Agency Agreement, have been submitted and are undergoing a review by the department. Approval of this authorization tonight will allow the bids to be publicized when the approval is received from the DOT and construction funding is obligated. Mr. Cordes will be in attendance this evening to review the project with the Council and answer any questions.

The scope of this project includes the a multi-use pathway running along the Chumstick Hwy from Cascade High School to north of the Chumstick/North Road and the extension of Water and Sewer transmission lines service the full Meadowlark Development. The lift station needed to provide service to the area was removed from this initial project because of the steel materials within the lift station being unable to meet the "Buy America" protocol required by the Federal Government. Because funding of the trail includes federal funds, all steel components within the project must meet the Federal Highway Administration (FHA) "Buy America" protocol. In the research for the steel components of the lift station, no certifiable "Buy America" manufactures could be identified. The options to address this issue were either to proceed with a waiver process through the DOT/FHA or remove the lift station from the project and complete separately. The removal option was seen to be most efficient and cost effective; the DOT is in agreement with the removal of lift station from the project. The lift station project will be considered at a future Council meeting, the intention to have both projects out for bid within a similar time frame, which is late January

The total construction cost for the project is estimated at $1,138,671; $387,102 for the construction of the trail; $563,481 for the construction of the water and sewer lines; and the estimated cost of the lift station package with auxiliary generator is $188,088. In addition to these costs there are $85,000 in costs for the relocation of a high power electric power pole for construction of the trail, a service connection for the lift station which will be completed by Chelan County PUD, and $56,373 in construction engineering and inspection costs. The project is funded with a mixture of Federal Safety Grant funds with DOT oversight, City funds and a Local Improvement District (LID) assessment to all market rate lots within the Meadowlark Development. There are $380,971 of state and federal funds available for the construction of the trail. The City has established a LID with a not to exceed amount of $960,000 for funding of the transmission lines and lift station. The City commitment to the LID at this time is $193,000 and to initiate and bond for the other needed funds, the annual debt service amount will be paid for by the property owners receiving benefit from this project. In the event that the actual bid is in excess of the estimate of probable costs, the City will need to consider either additional funding sources or whether to proceed with the project. To this point of the project, the City has provided the funding for much of the upfront costs of engineering and design and Right of Way (ROW)

acquisition. The expenditures to date for the City are $442,310.69. These include engineering and design fees, ROW acquisition which includes the $275,000 purchase of the Duncan Property for the Meadowlark Development, and legal fees. The overall estimated total cost for the project at this time is $1,678,200. It should be noted that without the completion of this project and funding provided by the City, the Meadowlark Affordable Housing Project would not be possible in its current configuration.

The following items are included under **TAB 2:**

- Engineer's Opinion of Probable Costs – 12/03/2014
- Local Agency Supplemental Agreement: HLP-PB09(005) Chumstick Multi-Use Pathway
- Local Agency Federal Aid Project Prospectus
- Ordinance No. 1470: Establishment of LID No. 24
- Chumstick Trail and Water Sewer Line Extension Project Costs through December 31, 2015
- Partial Plan Set: Chumstick Multi-Purpose Trail and Water/Sewer Extension.

    - **MOTION:** *The Leavenworth City Council moves to authorize the advertisement and public bid of the Chumstick Multi-Purpose Trail and Water/Sewer Transmission Lines contingent upon the obligation of construction funding by the Washington State Department of Transportation.*

3. Ordinance 1516 Annexation Request – East Pine Street

The City Council is being asked to adopt Ordinance No. 1516 which is located under Tab #3. Adoption of Ordinance No. 1516 is the final step for the annexation of property owned by:

1) Nina Rinke (814 Pine St) Parcel No. 241701910040, described as Varney's Block 2 Lot 5 Lots 5-7 Less E 3.11' Lot 5 and approximately 0.2300 acres in area;
2) Heinz Best (826 Pine St) Parcel No. 241701910035, described as Varney's Block 2 Lot 3 Lots 3-4 & E 3.11' Lot 5 and approximately 0.1700 acres in area;
3) Shane A Anderson (802 Pine St) Parcel No. 241701910050, described as Varney's Block 2 Lot 10 W 1/2 Lot 9 (BLA 2011-185) and approximately 0.1200 acres in area;
4) Lester R & Laurie M Nunn (828 Pine St) Parcel No. 241701910025, described as Varney's Block 2 Lot 1 Lots 1-2 and approximately 0.1600 acres in area; and
5) Matthew F & Courtney A Porter (808 Pine St) Parcel No. 241701910045, described as Varney's Block 2 Lot 8 E 1/2 Lot 9 and approximately 0.1200 acres in area.

The following items are included under **TAB 3**:

- Ordinance No. 1516

    - **MOTION:** *The Leavenworth City Council moves to adopt Ordinance 1516, Annexation of properties described as Varney's Block 2 Lots 1 - 10.*

4. 2016 Pacific Security Contract

The City Council is being asked to review and approve a Professional Services Agreement with Parker Corporate Services DBA Pacific Security for onsite security services for the Leavenworth downtown commercial area and surrounding residential areas, for the officers to perform the duties of parking enforcement, and for an officer to assist with traffic control in the Water Front

Park parking lot this summer. The full contract amount for 2016 is a not to exceed amount of $61,178.00. The officers provide an additional public safety presence throughout the downtown, parks and residential neighborhoods; and the officers also have access to the Chelan County Sheriff's Office in the event they witness a crime or observe suspicious activity. The additional "Security Patrol" began in September, 2012 with subsequent contracts in 2013 and 2014; in each of those years the contract was for extended periods from May through September and the month of December. In 2015, the contract included the security patrol and limited parking enforcement. The 2016 contract is similar to past years; a review of each service area is called out below:

The "Security Patrol" portion of the contract is for a service period of twenty weeks commencing on May 1, 2016 and running through September 30, 2016 and the period from Thanksgiving weekend through New Year's weekend, 2017. The contract amount for this service is for a not to exceed expenditure of Twenty Eight Thousand Six Hundred and Forty-Five Dollars ($28,645.00) billed at an hourly rate of $23.00 per hour for the primary officer and $19.00 per hour for a secondary officer when scheduled, these rates are consistent with the hourly rates charged last year. The base schedule is 7:00 PM through 3:00 AM Friday, Saturday, and two rotating evening shifts per week. The additional officer will be added on Friday and Saturday evenings plus holiday/festival weekend evenings when necessary, 10:00 PM – 3:00 AM. This base schedule and hours are subject to review and modifications based on the needs of the community. The City will be provided copies of the shift logs which the Council may review on an ongoing basis. The City Council approved Forty Thousand dollars ($40,000) annually within the Lodging Tax Fund in the 2015-2016 Budget to be made available to provide this service and additional deputy contracted services for festival support.

The parking enforcement service has increased from the 2015 level; the recommendation is six random three hour shifts six times per week, throughout the entire year. The not to exceed amount for this part of the contract is Twenty-One Thousand Seven Hundred and Thirty Five dollars ($21,735.00). In 2015 the contracted amount was for $10,936.00, the hourly rate remains the same with the increase reflecting the increase in hours. The officer would provide the necessary information, photos and written report to the City for invoicing of the overtime/no pay parking violation. The initial fee for overtime parking or parking without proper payment is $25.00. Continual non-payment of fees or overtime parking could eventually lead to towing of the vehicle and this officer could also assist the City with this procedure if requested and needed. The Parking Fund would be used for this expenditure; overtime fees and non-payment fees would be collected and credited as parking revenue to the Parking Fund. In 2015 the City collected $10,747.00 in parking enforcement fees. In addition to parking lot enforcement, Sheriff Liaison Sergeant Bruce Long has recommended that the City also consider granting the authority to these officers for enforcing yellow zone parking and blocking of sidewalk travel areas. Staff has discussed this recommendation with the City Attorney and will be reviewing code language with the Public Safety Committee for a recommendation to the City Council.

The final area within the scope of work is new to this contract. This past river tubing season, the City has received numerous complaints regarding illegal commercial activity and related parking issues within the parking lot at Waterfront Park. To address this issue, the Parks and Public Safety Committee have recommended using a Pacific Security officer to assist in patrolling the parking lot at this location. The scope of this part of the contract is for one officer from June 1 through September 30 to be stationed at the parking lot for a six hour period, 5 days per week; the days and specific hours have not been specified at this time. Pacific Security is willing to work with the City on developing a schedule that best addresses the issues at hand. It is anticipated that the critical time frame will be in the month of July as the river tubing season begins. Funding for this portion of the contract is to be covered by the use permit fees that the

City requires of rafting and tubing companies to use City property for their commercial operations.

The following items are located under **TAB 4:**

- Professional Services Agreement: Pacific Security
- Exhibit A: Scope of Service: Pacific Security
- 2015 Ending Budget Position Fund: 415 Parking

    - **MOTION:** *The Leavenworth City Council moves to approve the contract with Pacific Security for security patrols, parking enforcement and Waterfront Park patrols for 2016 for a not to exceed amount of $61,178.00 and authorizes the Mayor to sign said contract.*

5. Approval of Meadowlark Subdivision Street Names

This time is set aside for the Development Services and the Public Works Departments to present potential Meadowlark Subdivision Street Names for future Dedication. This process includes, but is not limited to: 1) naming the street / street designation, 2) confirmation from RiverCom (our local 911 / emergency services communications provider) that the name does not conflict or is inappropriate, and 3) City Council acceptance of the names for future dedication with the recording of the Meadowlark Subdivision (a Council approval is needed for all streets and easement to be accepted and maintained by the City).

Correct street names need to be part of the legal descriptions and the final plat. It's also preferable to have the street names to insert into the plat (legal creation of lots).

For today, the Council is asked to approve the following Meadowlark Subdivision street names for consideration (These have been given approval from RiverCom and MEND):

- Road D – Meadowlark Street
- Road C – Rock Wren Street
- Road B – Finch Street

Alternates:

- Goldfinch
- Raven
- Skylark

The following items are included under **TAB 5:**

- Meadowlark Subdivision - Planned Development

    - **MOTION:** *The Leavenworth City Council moves to name:*
      Road D – _____
      Road C – _____
      Road B – _____

6. Appoint Scott Bradshaw to Planning Commission Position No. 5

The City Council is being asked to confirm the Mayor's appointment of Mr. Scott Bradshaw to the City of Leavenworth Planning Commission. Two Planning Commission positions are vacant at this time and an extended recruitment process was deemed necessary to identify possible candidates who could best fill those positions with the skill sets requested. The recruitment began some time ago to appoint Position 5 and continues for Position 1. The Leavenworth Municipal Code (LMC) requires that all Planning Commission members are appointed by the Mayor with confirmation by the City Council. Members of the Leavenworth Planning Commission must reside within the city limits of Leavenworth, except that up to two members may reside outside the city limits of Leavenworth, provided they reside or own property within the urban growth area as depicted by the Leavenworth Comprehensive Plan. Mayor Farivar has received many letters of interest from members of the public. She has evaluated each of the letters of interest, conducted interviews, deliberated on the selection of members, and has appointed Scott Bradshaw to the vacant Planning Commission position No. 5. Mayor Farivar has provided the following brief comments in support of her decision:

- Scott Bradshaw is a native of Leavenworth with an extensive background in transportation; and Scott brings a high level of professional engineering experience from large and small projects and agencies. As requested by the Mayor, Larry Hayes met with Mr. Bradshaw and has relayed a positive recommendation back to Mayor Farivar.

The table below provides the current names of appointed Planning Commission members and their terms:

LEAVENWORTH PLANNING COMMISSION
Meets the first Wednesday of the month at 7:00 PM

NAME	*4 year terms*
Vacant	1 / Expires Apr 2018
Chuck Reppas	2 / Expires Apr 2019
Andy Lane	3 / Expires Apr 2016
Pete Olson	4 / Expires Apr 2017
Vacant	5 / Expires Apr 2017
Larry Hayes - **Chair**	6 / Expires Apr 2018
Anne Hessburg	7 / Expires Apr 2018

The following items are included under **TAB 6:**

- LMC Chapter 2.40: City Planning Commission

- **MOTION:** *The Leavenworth City Council moves to confirm the Mayoral appointment of Scott Bradshaw to the Leavenworth Planning Commission.*

Pro tempore appointments.

Biennially at the first meeting of a new council, or periodically, the members thereof, by majority vote, may designate one of their number as mayor pro tempore or deputy mayor for such period as the council may specify, to serve in the absence or temporary disability of the mayor; or, in lieu thereof, the council may, as the need may arise, appoint any qualified person to serve as mayor pro tempore in the absence or temporary disability of the mayor. In the event of the extended excused absence or disability of a councilmember, the remaining members by majority vote may appoint a councilmember pro tempore to serve during the absence or disability.

[2009 c 549 § 3007; 1967 ex.s. c 119 § 35A.12.065.]

RCW 35.27.160

Mayor—Duties—Powers—Mayor pro tempore.

The mayor shall preside over all meetings of the council at which he or she is present. A mayor pro tempore may be chosen by the council for a specified period of time, not to exceed six months, to act as the mayor in the absence of the mayor. The mayor shall sign all warrants drawn on the treasurer and shall sign all written contracts entered into by the town. The mayor may administer oaths and affirmations, and take affidavits and certify them. The mayor shall sign all conveyances made by the town and all instruments which require the seal of the town.

The mayor is authorized to acknowledge the execution of all instruments executed by the town which require acknowledgment.

[1988 c 196 § 1; 1965 c 7 § 35.27.160. Prior: 1890 p 209 § 167; RRS § 9186.]

OWNER: City of Leavenworth
PROJECT: Chumstick Highway Multipurpose Trail & Water & Sewer Extension
PACE PROJECT NO.: 13536

ENGINEER'S OPINION OF PROBABLE COSTS
DATE: 12/3/2014

		TOTAL PROJECT				*MULTI PURPOSE TRAIL*		*WATER & SEWER EXTENSION**	
						WSDOT PED/BIKE& FED STP		*ULID*	
ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNITS	UNIT PRICE	AMOUNT	EST. QUAN.	AMOUNT	EST. QUAN.	AMOUNT
	OTHER PROJECT COSTS								
	DESIGN ENGINEEIRING (TASKS 1-7)				$ 213,723		$ 104,095		$ 109,628
	CONSTRUCTION PHASE ENGINEERING SUPPORT (TASK 8)								
	PRIME CONSULTANT (INCLUDING MILEAGE EXPENSES)				29,107		11,643		17,464
	ELECTRICAL SUBCONSULTANT				3,480				3,480
	CONSTRUCTION INSPECTION (CITY CONTRACT)				23,786		11,893		11,893
	ADMINISTRATIVE FEES (APPRAISAL, LEGAL, NOTICES, & PUBLICATIONS)				27,800				27,800
	CHELAN COUNTY PUD POLE RELOCATIONS	1		$ 75,000.00	$ 75,000		75,000		
	NEW POWER SERVICE	1		$ 10,000.00	$ 10,000				10,000
	EASEMENT/ROW ACQUISITION								
	SCHOOL DISTRICT EASEMENT (TRAIL/SLOPE)				$ 11,848		11,848		
	ALLEN EASEMENT (TRAIL/SLOPE)				$ 17,200		17,200		
	ROW PURCHASE DUNCAN				$ 99,400		99,400		
	UTILITY EASEMENT PURCHASE SCHOOL				$ 6,427				6,427
	UTILITY EASEMENT PURCHASE ALLEN				$ 2,123				2,123
	UTILITY EASEMENT PURCHASE/DONATION AGNEW				$ 19,548				19,548
	PROJECT TOTAL				**$ 1,678,113**		**$ 718,181**		**$ 959,932**
	FOR BUDGETING PURPOSES				***$ 1,678,200***		***$ 718,200***		***$ 960,000***

OWNER: City of Leavenworth
PROJECT: Chumstick Highway Multipurpose Trail & Water & Sewer Extension
PACE PROJECT NO.: 13536

ENGINEER'S OPINION OF PROBABLE COSTS
DATE: 12/3/2014

		TOTAL PROJECT				*MULTI PURPOSE TRAIL*		*WATER & SEWER EXTENSION**	
						WSDOT PED/BIKE& FED STP		*ULID*	
ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNITS	UNIT PRICE	AMOUNT	EST. QUAN.	AMOUNT	EST. QUAN.	AMOUNT
1	MOBILIZATION	1	L.S.	$ 76,500.00	$ 76,500	0.5	$ 38,250	0.5	$ 38,250
2	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	15,300.00	15,300	0.5	7,650	0.5	7,650
3	REMOVAL OF STRUCTURE AND OBSTRUCTIONS	1	L.S.	4,080.00	4,080	0.5	2,040	0.5	2,040
4	SILT FENCE	2,000	L.F.	1.02	2,040	2,000	2,040		-
5	STRAW BALES	10	EACH	5.10	51	10	51		-
6	INLET PROTECTION	5	EACH	102.00	510	5	510		-
7	CLEARING & GRUBBING	1	L.S.	15,300.00	15,300	1	15,300		-
8	ROADWAY EXCAVATION INCL. HAUL	2,558	C.Y.	15.30	39,130	2,558	39,130		-
9	ROCK EXCAVATION	853	C.Y.	102.00	86,955	426	43,478	426	43,478
10	EMBANKMENT COMPACTION	2,000	C.Y.	7.14	14,280	2,000	14,280		-
11	ROCKERY WALL	600	S.F.	25.50	15,300	600	15,300		-
12	BITUMINOUS SURFACE TREATMENT- TWO SHOT	2,600	S.Y.	12.24	31,824	2,600	31,824		-
13	CRUSHED SURFACING TOP COURSE	890	TON	25.50	22,695	830	21,165	60	1,530
14	CRUSHED SURFACING BASE COURSE	100	TON	30.60	3,060		-	100	3,060
15	BANK RUN GRAVEL FOR TRENCH BACKFILL	60	TON	15.30	918		-	60	918
16	REMOVING & RESETTING EXISTING PERMANENT BARRIER	310	L.F.	20.40	6,324	155	3,162	155	3,162
17	HANDRAIL	280	L.F.	45.90	12,852	280	12,852		-
18	CORRUGATED POLYETHYLENE CULV. PIPE, 8 IN. DIAM.	45	L.F.	45.90	2,066	45	2,066		-
19	FLARED END SECTION 8 IN. DIAM.	4	EACH	51.00	204	4	204		-
20	CORRUGATED POLYETHYLENE CULV. PIPE 48 IN. DIAM. MITERED ENDS	40	L.F.	153.00	6,120	40	6,120		-
	CATCH BASIN, TYPE 2	2	EACH	-					
21	CEMENT CONC. TRAFFIC CURB	400	L.F.	20.40	8,160	200	4,080	200	4,080
22	SHORIMG OR EXTRA EXCAVATION TRENCH	1	LS	8,160.00	8,160	0.1	816	0.9	7,344
23	PAVEMENT SAWCUTTING	390	LF	4.08	1,591		-	390	1,591
24	TEMPORARY SEWER BYPASS	1	LS	7,140.00	7,140		-	1	7,140
25	DUCTILE IRON SEWER PIPE, 6 IN DIAM.	2,000	LF	56.10	112,200		-	2,000	112,200
26	AIR RELEASE ASSEMBLY - SANITARY	1	EA	3,060.00	3,060		-	1	3,060
27	NEW MANHOLE & CONNECTION	1	LS	6,120.00	6,120		-	1	6,120
28	PACKAGE STATION ASSEMBLY (PUMPS & STRUCTURES)	1	LS	94,248.00			-	1	
	ELECTRICAL & CONTROLS	1	LS	35,700.00			-	1	
	STRUCTURAL EXCAVATION	1	LS	5,100.00			-	1	
	SITE DEVELOPMENT (GRADING & PIPING)	1	LS	12,240.00			-	1	
	AUXILIARY POWER SOURCE	1	LS	40,800.00			-	1	
				Subtotal Sewage Lift Station	188,088		-		188,088
29	DEWATERING	1	LS	10,200.00	10,200		-	1	10,200
30	DUCTILE IRON PIPE FOR WATER MAIN, 12 IN DIAM.	665	LF	76.50	50,873		-	665	50,873
31	HYDRANT ASSEMBLY	1	EA	2,652.00	2,652		-	1	2,652
32	TAPPING SLEEVE & VALVE, 10 INCH & CONNECTION TO EXISTING MAIN	1	EA	7,140.00	7,140		-	1	7,140
33	COMB. AIR RELEASE/AIR VAC. ASSEMBLY - WATER	1	EA	3,060.00	3,060		-	1	3,060
34	HMA FOR PAVEMENT REPAIR, CL 1/2, PG 64-22	60	TON	142.80	8,568		-	60	8,568
35	PAINT LINE (FOG LINE)	310	LF	4.08	1,265	155	632	155	632
	SEEDING, FERTILIZING, AND MULCHING - SCHOOL PROPERTY			-					
36	SEEDING, FERTILIZING, AND MULCHING	2,980	S.Y.	3.06	9,119	2,800	8,568	180	551
	BIODEGRADABLE EROSION CONTROL BLANKET			-					
37	RELOCATE EXISTING SIGNS	1	L.S.	510.00	510	0.5	255	0.5	255
38	SCHOOL ZONE SIGNING SYSTEM	1	L.S.	35,700.00	35,700	1	35,700		-
39	CONSTRUCTION SIGNS CLASS A	115	S.F.	20.40	2,346	58	1,173	58	1,173
40	ROADSIDE CLEANUP	1	L.S.	5,100.00	5,100	0.5	2,550	0.5	2,550
41	UTILITY POTHOLING	1	FA	4,080.00	4,080	0.5	2,040	0.5	2,040
42	MINOR CHANGES	1	FA	10,200.00	10,200	0.5	5,100	0.5	5,100
43	ROADWAY SURVEYING	1	L.S.	10,000.00	10,000	0.5	5,000	0.5	5,000
44	RECORD DRAWINGS - MINIMUM BID $500	1	L.S.	500.00	500	0.5	250	0.5	250
45	WARRANTY ON SCHEDULE B WORK	1	L.S.	2,000.00	2,000	0.5	1,000	0.5	1,000
	CONSTRUCTION TOTAL				$ 853,340		$ 322,585		$ 530,754
	*SALES TAX ON RULE 171 ITEMS @8.5%				45,114				45,114
	CONTINGENCY				240,217		64,517		$ 175,700
	CONSTRUCTION TOTAL W/ SALES TAX & CONTINGENCIES				**$1,138,671**		**$ 387,102**		**$ 751,569**

Washington State Department of Transportation

Local Agency Agreement Supplement

Agency		Supplement Number
City of Leavenworth		2
Federal Aid Project Number	Agreement Number	CFDA No. 20.205
HLP-PB09(005)	LA-7096	

The Local Agency desires to supplement the agreement entered into and executed on January 4, 2010.
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

Project Description

Name: Chumstick Multi-Use Trail — Length: 2300 LF

Termini: Cascade High School to vic. North Road

Description of Work ☐ No Change

Construct appx. 2300 LF of multi-use trail extending North from Cascade High School along the Chumstick Hwy. The trail will be seperated from the hwy by a landscape strip, ditch, or retaining wall. Other improvements include connecting sidewalks, ADA ramps, striping, traffic signs, pedestrian crossings, two radar feedback speed indicators, reduced speed zones, and a timed flashing school zone sign. This project will also include water/sewer extension under the trail alignment, a lift station and other work utilizing Local funds.

Reason for Supplement

Request for Construction funding obligation

Are you claiming indirect cost rate? ☐ Yes ☒ No

Does this change require additional Right of Way or Easements? ☐ Yes ☒ No

Project Agreement End Date: 9/15/2018

Advertisement Date: 1/15/2016

Type of Work			Estimate of Funding (1) Previous Agreement/ Supplement	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency/State Funds	(5) Estimated Federal Funds
P.E.	a.	Agency: (State Funds)	500.00		500.00	500.00	0.00
100%	b.	Other: Consultant (State Funds)	68,577.00		68,577.00	68,577.00	0.00
Federal Aid	c.	Other:			0.00		0.00
Participation	d.	Other:			0.00		0.00
Ratio for PE	e.	Other:			0.00		0.00
	f.	Other:			0.00		0.00
	g.	Other:			0.00		0.00
	h.	Other:			0.00		0.00
	i.	State: (State Funds)	1,000.00		1,000.00	1,000.00	0.00
	j.	Total PE Cost Est. (a. thru i.)	70,077.00	0.00	70,077.00	70,077.00	0.00
Right of Way	k.	Agency: (State Funds)	45,000.00		45,000.00	45,000.00	0.00
100%	l.	Other: Consultant (State Funds)	5,000.00		5,000.00	5,000.00	0.00
Federal Aid	m.	Other:			0.00		0.00
Participation	n.	State: (State Funds)	7,500.00		7,500.00	7,500.00	0.00
Ratio for RW	o.	Total R/W Cost Est. (k. thru n.)	57,500.00	0.00	57,500.00	57,500.00	0.00
Construction	p.	Contract: (STPR @ 86.5%)		318,548.00	318,548.00	43,004.00	275,544.00
	q.	Other: Contract (State @ 100%)		62,423.00	62,423.00	62,423.00	0.00
	r.	Other: Contract (Other Funds)		1,040,913.00	1,040,913.00	1,040,913.00	0.00
	s.	Other:			0.00		0.00
	t.	Other:			0.00		0.00
	u.	Other:			0.00		0.00
	v.	Other:			0.00		0.00
	w.	Other:			0.00		0.00
	t.	Other:			0.00		0.00
	u.	Other:			0.00		0.00
Varies%	v.	Other: Consultant (Other Funds)		60,929.00	60,929.00	60,929.00	0.00
Federal Aid	w.	Agency: (Other Funds)		23,786.00	23,786.00	23,786.00	0.00
Participation	x.	State: (State Funds @ 100%)		10,000.00	10,000.00	10,000.00	0.00
Ratio for CN	y.	Total Const. Cost Est. (p. thru x.)	0.00	1,516,599.00	1,516,599.00	1,241,055.00	275,544.00
		Total Project Cost Estimate (g+l+v)	127,577.00	1,516,599.00	1,644,176.00	1,368,632.00	275,544.00

The local agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

AGENCY OFFICIAL

By _____

Title City Administrator

Joel Walinski

Washington State Department of Transportation

By _____

Assistant Secretary for Highways and Local Programs

Date Executed _____

Washington State Department of Transportation

Local Agency Federal Aid Project Prospectus

	Prefix	Route	( )
Federal Aid Project Number	STPR-HLP	PB09	005
Local Agency Project Number	09-90-005		(WSDOT Use Only)

Date	12/07/2015
DUNS Number	018172726
Federal Employer Tax ID Number	91-6001256

Agency: City of Leavenworth	CA Agency: ☐ Yes ☒ No	Federal Program Title: ☒ 20.205 ☒ Other
Project Title: Cascade High School to Vic. North Road	Start Latitude: N47-36-03 / End Latitude: N 47-36-23	Start Longitude: W 120-39-11 / End Longitude: W 120-39-01
Project Termini From - To: SR2 to North Road	Nearest City Name: Leavenworth	Project Zip Code (+ 4): 98826-9285

Begin Mile Post	End Mile Post	Length of Project	Award Type
NA	NA	2300 feet	☒ Local ☐ Local Forces ☐ State ☐ Railroad

Route ID	Begin Mile Point	End Mile Point	City Number	County Number	County Name
NA	NA	NA	0680	04	Chelan

WSDOT Region	Legislative District(s)	Congressional District(s)	Urban Area Number
North Central	12	8	NA

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	State & Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	240,800	170,700	70,100	1-2010
R/W	184,300	126,800	57,500	1-2010
Const.	1,506,600	1,158,700	347,900	1-2016
Total	1,931,700	1,456,200	475,500	

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width	Number of Lanes
NA	NA

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Physical improvements involve building 2,300 lf of multi-purpose trail extending North from Cascade High School along the Chumstick Highway. The trail will be separated from the highway by at least a 5' minimum landscape strip, ditch, or retaining wall. Other improvements include connecting sidewalks, ADA ramps, striping, traffic signs, pedestrian crossings, and two radar feedback speed indicators, reduced speed zones, and a timed flashing school zone sign. This project will also include water / sewer extension, lift station and other work utilizing local funds.

Local Agency Contact Person	Title	Phone
Joel Walinski	City Administrator	509 548-5275

Mailing Address	City	State	Zip Code
PO Box 287	Leavenworth	WA	98826-0287

Project Prospectus Approval

By _____ Approving Authority

Title City Administrator Date 1-4-2016

Agency	Project Title	Date
City of Leavenworth	Chumstick Multi-Use Trail	12/7/2015

Type of Proposed Work

Project Type (Check all that Apply)

- ☐ New Construction
- ☐ Reconstruction
- ☐ Railroad
- ☐ Bridge
- ☒ Path / Trail
- ☒ Pedestrian / Facilities
- ☐ Parking
- ☐ 3-R
- ☐ 2-R
- ☐ Other

Roadway Width	Number of Lanes
10 feet	NA

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☐ Urban ☒ Rural ☐ NHS ☐ Principal Arterial ☐ Minor Arterial ☐ Collector ☒ Major Collector ☐ Minor Collector ☐ Local Access	☐ Urban ☐ Rural ☐ NHS ☐ Principal Arterial ☐ Minor Arterial ☐ Collector ☐ Major Collector ☐ Minor Collector ☐ Local Access
Terrain	☐ Flat ☒ Roll ☐ Mountain	☐ Flat ☐ Roll ☐ Mountain
Posted Speed	NA	
Design Speed	NA	
Existing ADT	NA	
Design Year ADT	NA	
Design Year	NA	
Design Hourly Volume (DHV)	NA	

Performance of Work

	Others	Agency
Preliminary Engineering Will Be Performed By: Consultant	97 %	3 %
Construction Will Be Performed By: Contractor	Contract 100 %	Agency %

Environmental Classification

- ☐ Class I - Environmental Impact Statement (EIS)
  - ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement
- ☐ Class III - Environmental Assessment (EA)
  - ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement
- ☒ Class II - Categorically Excluded (CE)
  - ☒ Projects Requiring Documentation (Documented CE)

Environmental Considerations

Project will require culvert or bridge crossing of a no fish seasonal irrigation ditch.

Agency	Project Title	Date
Ciyt of Leavenworth	Chumstick Multi-Use Trail	12/7/2015

Right of Way

☐ No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	☒ Right of Way Needed ☒ No Relocation	☐ Relocation Required

Utilities	Railroad
☐ No utility work required	☒ No railroad work required
☐ All utility work will be completed prior to the start of the construction contract	☐ All railroad work will be completed prior to the start of the construction contract
☒ All utility work will be completed in coordination with the construction contract	☐ All railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Project requires relocation of Chelan County PUD power pole and new 3 phase service to sewer line termination point.

FAA Involvement
Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency _____

Date 1/4/2016 By Cheryl K. Farivar, Mayor
Mayor/Chairperson

CITY OF LEAVENWORTH, WASHINGTON

ORDINANCE NO. 1470

AN ORDINANCE OF THE CITY OF LEAVENWORTH ORDERING THE CONSTRUCTION OF AN EXTENSION OF THE WATER AND SEWER TRANSMISSION LINES AND LIFT STATION TO PROVIDE UTILITY SERVICES FOR THE MEADOWLARK DEVELOPMENT; ESTABLISHING LOCAL IMPROVEMENT DISTRICT NO. 24 AND ORDERING THE CARRYING OUT OF THE PROPOSED IMPROVEMENT; PROVIDING THAT PAYMENT FOR THE IMPROVEMENT BE MADE IN PART BY SPECIAL ASSESSMENTS UPON THE PROPERTY IN THE DISTRICT, PAYABLE BY THE MODE OF "PAYMENT BY BONDS"; AND PROVIDING FOR THE ISSUANCE AND SALE OF LOCAL IMPROVEMENT DISTRICT WARRANTS OR CITY CHECKS OR ELECTRONIC FUND TRANSFERS REDEEMABLE IN CASH OR OTHER SHORT-TERM FINANCING AND LOCAL IMPROVEMENT DISTRICT BONDS.

WHEREAS, a petition for the creation of a local improvement district to provide for the construction of an extension of the water and sewer transmission lines between the Meadowlark Development and Cascade High School, a portion of the cost thereof to be borne by the property included in the local improvement district and benefited by those improvements was filed with the City Clerk; and

WHEREAS, the City' Consultant Engineer has caused an estimate to be made of the cost and expense of the proposed improvement and certified that estimate to the City Council, together with all papers and information in his possession touching the proposed improvement, a description of the boundaries of the proposed local improvement district and a statement of what portion of the cost and expense of the improvements should be borne by the property within the proposed improvement district; and

WHEREAS, the estimate is accompanied by a diagram of the proposed improvement showing thereon the lots, tracts, parcels of land, and other property that will be specially benefited by the proposed improvement and the estimated cost and expense thereof to be borne by each lot, tract, and parcel of land or other property; and

WHEREAS the City Council, by Resolution No. 22 - 2014, adopted November 12, 2014,

(a) declared its intention to order the improvement, setting forth the nature and territorial extent of the improvement, containing a statement that actual assessments may vary from assessment estimates so long as they do not exceed a figure equal to the increased true and fair value the improvement adds to the property, and describing the routes along which the trunk sewer, subsewer and branches of trunk water main and laterals are to be constructed; and

(b) fixed December 9, 2014 at the hour of 6:45 p.m., local time, in the Council Chambers

located at City Hall, 700 Highway 2, Leavenworth, Washington 98826 as the time and place for hearing all matters relating to the proposed improvement and all objections thereto and for determining the method of payment for the improvement; and

WHEREAS, due notice of the above hearing was given in the manner provided by law and Resolution No. 22 – 2014, and the hearing was held by the City Council on the date and at the time above mentioned, and all objections (if any) to the proposed improvement were duly considered and [overruled/certain modifications were made] by the City Council, and all persons appearing at such hearing and wishing to be heard were heard; and

WHEREAS, the City Council has determined it to be in the best interests of the City that the improvement as hereinafter described be carried out and that a local improvement district be created in connection therewith;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LEAVENWORTH, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The City Council finds and determines that it is in the best interests of the City to form LID No. 24.

Section 2. The City Council of the City of Leavenworth, Washington (the "City"), orders the improvement of the properties within the area described in Exhibit A, attached hereto, and by reference made a part hereof, by constructing an extension of the water and sewer transmission lines between the Meadowlark Development and Cascade High School. The construction project will also include the design, any necessary right of way acquisition, and all other items associated with the design, construction and management of the project, and all other costs permitted under State law to be assessed in connection with the project.

All of the foregoing shall be in accordance with the plans and specifications therefore prepared by Mr. Larry Cordes, P.E. Pace Engineers, consulting engineers, and may be modified by the City as long as such modification does not affect the general purpose of the improvement.

Section 3. There is created and established a local improvement district to be called Local Improvement District No. 24 of the City of Leavenworth, Washington (the "District"), the boundaries or territorial extent of the District being more particularly described in Exhibit A attached hereto and by this reference incorporated herein.

Section 4. The total estimated cost and expense of the improvement is declared to be $960,000.00. Approximately 80 percent of the cost and expense shall be borne by and assessed against the property specially benefited by such improvement included in the District that embraces as nearly as practicable all property specially benefited by such improvement and the balance of such cost and expense, up to a maximum of $193,000.00 is expected to be paid by the City.

Section 5. In accordance with the provisions of RCW 35.44.047, the City may use any method or combination of methods to compute assessments that may be deemed to more

fairly reflect the special benefits to the properties being assessed than the statutory method of assessing the properties.

Section 6. Local improvement district warrants, or City checks or electronic fund transfers may be issued in payment of the cost and expense of the improvement herein ordered to be assessed, and if warrants are issued, such warrants to be paid out of the Local Improvement Fund, District No. 24, hereinafter created and referred to as the Local Improvement Fund. If warrants are issued they shall bear interest from the date thereof at a rate to be established hereafter by the City Finance Director, as issuing officer, and they shall be redeemed in cash and/or by local improvement district bonds herein authorized to be issued, such interest-bearing warrants to be hereafter referred to as "revenue warrants." In the alternative, the City hereafter may provide by ordinance for the issuance of other short-term obligations pursuant to Chapter 39.50 RCW.

If the City shall authorize expenditures to be made for such improvement (other than for any cost or expense expected to be borne by the City) prior to the date that any short-term obligations or local improvement district bonds are issued to finance the improvement, from proceeds of interfund loans or other funds that are not, and are not reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside to pay the cost of the improvement herein ordered to be assessed against the property specially benefited thereby, the City declares its official intent that those expenditures, to the extent not reimbursed with prepaid special assessments, are to be reimbursed from proceeds of short-term obligations or local improvement district bonds that are expected to be issued for the improvement in a principal amount not exceeding 960,000.

The City is authorized to issue local improvement district bonds for the District that shall bear interest at a rate and to be payable on or before a date to be hereafter fixed by ordinance. The bonds shall be issued in exchange for and/or in redemption of any and all revenue warrants issued hereunder or other short-term obligations hereafter authorized and not redeemed in cash within twenty days after the expiration of the thirty-day period for the cash payment of assessments without interest on the assessment roll for the District. The bonds shall be paid and redeemed by the collection of special assessments to be levied and assessed against the property within the District, payable in annual installments, with interest at a rate to be hereafter fixed by ordinance under the mode of "payment by bonds," as defined by law and the ordinances of the City. The exact form, amount, date, interest rate, and denominations of such bonds hereafter shall be fixed by ordinance of the City Council. Such bonds shall be sold in such manner as the City Council hereafter shall determine.

Section 7. The Local Improvement Fund for the District is created and established in the office of the City Clerk. The proceeds from the sale of revenue warrants, if used or other short-term obligations drawn against the fund that may be issued and sold by the City and the collections of special assessments, interest, and penalties thereon shall be deposited in the Local Improvement Fund. Cash warrants to the contractor or contractors in payment for the work to be done by them in connection with the improvement shall be issued against the Local Improvement Fund.

Section 8. Within 15 days of the passage of this ordinance there shall be filed with the City Clerk the title of the improvement and District number, a copy of the diagram or print showing the boundaries of the District and the preliminary assessment roll or abstract of such roll showing therein the lots, tracts, and parcels of land that will be specially benefited thereby and the estimated cost and expense of such improvement to be borne by each lot, tract, or parcel of land. The City Clerk shall immediately post the proposed assessment roll upon her index of local improvement assessments against the properties affected by the local improvement.

PASSED by the City Council of the City of Leavenworth, Washington and approved by the Mayor at an open public meeting on the 9th day of December, 2014.

CITY OF LEAVENWORTH

By:_____
Cheryl K. Farivar, Mayor

Attest:

_____
Chantell Steiner
City Clerk/Finance Director

Approved as to form:

_____
Thom H. Graafstra, City Attorney

I, Chantell Steiner, City Clerk of the City of Leavenworth, Washington, certify that the attached copy of Ordinance No. 1470 is a true and correct copy of the original ordinance passed the 9th day of December, 2014, as that ordinance appears in the Minute Book of the City.

DATED this 9th day of December, 2014.

Chantell Steiner, City Clerk

EXHIBIT A
Amended November 19, 2014

Estimated Project Costs: $960,000

Property Owner	Address	Parcel No.	Estimated Benefit To	Estimated Preliminary Assessment Against
Titus Road LLC	c/o Chuck Reppas 12620 Ranger Road Leavenworth, WA 98826 Also mailed to: Rudy Prey Post Office Box 536 Peshastin, WA 98447	241 701550 111	Assessed as One (1) Large Parcel	
Titus Road LLC	c/o Chuck Reppas 12620 Ranger Road Leavenworth, WA 98826 Also mailed to: Rudy Prey Post Office Box 536 Peshastin, WA 98447	241 701550 114	Assessed as One (1) Large Parcel	
Titus Road LLC	c/o Chuck Reppas 12620 Ranger Road Leavenworth, WA 98826 Also mailed to: Rudy Prey Post Office Box 536 Peshastin, WA 98447	241 701550 138	Assessed as One (1) Large Parcel	
Titus Road LLC	c/o Chuck Reppas 12620 Ranger Road Leavenworth, WA 98826 Also mailed to: Rudy Prey Post Office Box 536 Peshastin, WA 98447	241 701550 240	Assessed as One (1) Large Parcel	
Total for All Parcels:			$138,000.00	$113,231.00
John Agnew/Patty Hebert	Post Office Box 2007 Leavenworth, WA 98826	241 701550 153	$330,000.00	$270,769.00
Upper Valley MEND	Post Office Box 772 Leavenworth, WA 98826	241 701550 135	Assessed as One (1) Large Parcel	
Upper Valley MEND	Post Office Box 772 Leavenworth, WA 98826	241 701550 143	Assessed as One (1) Large Parcel	
Total for All Parcels:			$683,000	$367,410.00
Bobby & William Burnett	10397 Titus Road Leavenworth, WA 98826	241 701550 142	$19,000	$15,590.00
Totals:			**$3,326,000**	**$767,000**

/lv-14-014/LID NOTICE.Ex.A

EXHIBIT D

24-Nov-14

Preliminary Assessment Apportionment Calculations

				BEFORE S/W IMPROVEMENTS			AFTER S/W IMPROVEMENTS			TOTALS	SPECIAL BENEFIT	
				Value			Value					
Titus Road, LLC	241701550240	Prey residence	0.29 SFR	$ -	$ -	241701550240	0.29	$ 170,000	$ 49,300			
	241701550114	.75 SFR/.25 MRR	2.95 SFR/MRR	Total SFR	$ 429,375	241701550114	2.95	Split	$ 531,000			
	241701550111	Orchard	0.36 SFR	$ -	$ -	241701550111	0.36	$ 170,000	$ 61,200			
	241701550153	100% MMR	1.97 MRR	Total MRR	$ 487,350	241701550153	1.97	$ 210,000	$ 413,700		SP Property	%
			5.57		$ 916,725	$ 917,000			$ 1,055,200	$ 1,055,000	$ 138,000	11.79%
Upper Valley Mend	241 701550 135		11.39 SFR	$ 140,000	$ 1,594,600		11.39	$ 200,000	$ 2,278,000			
	241 701550 143		11.22 MRR	$ 50,000	$ 561,000	Total	11.22	$ 50,000	$ 561,000			
					$ 2,155,600	2156000		Total	$ 2,839,000	2,839,000	$ 683,000	58%
Pat Burnett Property	241 701550 142		0.33 SFR	$ 140,000	$ 46,200	Totals	0.33	$ 200,000	$ 66,000			
			22.94		$ 46,200	$ 47,000		Total	$ 66,000	$ 66,000	$ 19,000	1.62%
Agnew Hebert			5.5 MRR	$ 140,000	$ 770,000	$ 770,000		$ 200,000	$ 1,100,000	$ 1,100,000	$ 330,000	28.21%
						$ 3,890,000				$ 5,060,000	$ 1,170,000	100.0%

Project Costs	$ 960,000		
	Assignment	City Funds	Final Assignment
Titus Road, LLC	$ 113,231	$0.00	$ 113,230.77
Upper Valley Mend	$ 560,410	$ 193,000	$ 367,410.26
Pat Burnett Property	$ 15,590	$ -	$ 15,589.74
Agnew Hebert	$ 270,769	$0.00	$ 270,769.23
	$ 960,000	$ 193,000	$ 767,000.00
			$ 767,000

Valuation before and after from Tables - Page 30 and 31 Summary Appraisal

$ 20,000.00 Per Acre SFR Value after IMP.

$ 30,000.00 Per Acre MRR Value after IMP.

2.95		0.75	170000	$ 376,125.00
2.95	$	0.25	210000	$ 154,875.00
				$ 531,000.00

SFR - Single Family Residential

MRR - Multi Family Residential

Chumstick Trail and Water Sewer Line Extension Project Costs as of December 31, 2015

	Dates	Grant Revenue	Expenditure	City Match (out of pocket)
Chumstick Trail	2008 - 2015			
Engineering	2010 - 2015	67,638.57	80,621.16	12,982.59
Eng / ROW	2014-2015	50,000.00	57,456.41	7,456.41
Construction (survey)	2008		8,632.68	8,632.68
Construction (advertising)	2015		542.10	542.10
Subtotal		117,638.57	147,252.35	29,613.78
Property Purchases (Includes Duncan, Ida Allen and Cascade School District purchases and recording fees)	2014-2015	-	291,017.63	291,017.63
Meadowlark LID (W/S Extension includes legal and engineering)	2013 - 2015	-	121,679.28	121,679.28
Grand Total		**$ 117,638.57**	**$ 559,949.26**	**$ 442,310.69**

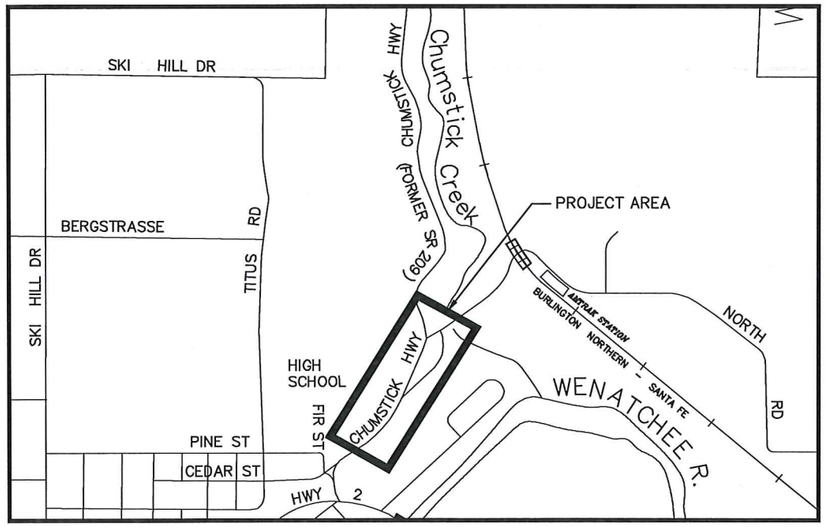
* 2015 Figures includes encumbrances through 1/7/2016 - some outstanding costs may still apply.

CHUMSTICK HIGHWAY MULTIPURPOSE TRAIL & WATER/SEWER EXTENSION

LEAVENWORTH, WA
FEBRUARY 2015

FEDERAL AID NO.: STPR-HLP-PB09 (005)
CONTRACT NO. TA-XXXX

VICINITY MAP
NTS



PROJECT AREA
NTS

SHEET INDEX	
SHEET NO.	SHEET TITLE
1	COVER SHEET
2	SYMBOLS & ABBREVIATIONS
3	TRAIL & DRAINAGE PLAN & PROFILE
4	TRAIL & DRAINAGE PLAN & PROFILE
5	TRAIL & DRAINAGE PLAN & PROFILE
6	TRAIL & DRAINAGE PLAN & PROFILE
7	TRAIL & DRAINAGE PLAN & PROFILE
8	TRAIL & DRAINAGE PLAN & PROFILE
9	WATER & SEWER PLAN & PROFILE
10	WATER & SEWER PLAN & PROFILE
11	WATER & SEWER PLAN & PROFILE
12	WATER & SEWER PLAN & PROFILE
13	WATER & SEWER PLAN & PROFILE
14	WATER & SEWER DETAILS
15	TRAIL SECTION DETAILS
16	TRAIL SECTIONS
17	TRAIL SECTIONS
18	TRAIL SECTIONS
19	TRAIL SECTIONS
20	TRAIL SECTIONS
21	SECTIONS AT NEW CO PUD POWERPOLE
22	GRADING & TESC PLAN
23	GRADING & TESC PLAN
24	GRADING & TESC PLAN
25	LIFT STATION SITE PLAN
26	LIFT STATION PLAN & SECTIONS
27	DETAILS
28	TRAFFIC CONTROL
29	TRAFFIC CONTROL
30	TRAFFIC CONTROL
31	TRAFFIC CONTROL
32	TRAFFIC CONTROL
1–5	TRAIL EASEMENTS
1–5	UTILITY EASEMENTS
E1	ELECTRICAL SYMBOLS AND ABBREVIATIONS
E2	ELECTRICAL ONE LINE DIAGRAM
E3	ELECTRICAL SITE PLAN AND ELEVATIONS
E4	ELECTRICAL ENCLOSURE ELEVATION
E5	CONTROL PANEL ELEVATIONS
E6	ELECTRICAL ENCLOSURE WIRING DIAGRAMS
E7	PUMP CONTROL PANEL WIRING DIAGRAMS
E8	FLOAT CONTROL PANEL WIRING DIAGRAMS
E9	ELECTRICAL DETAILS AND SCHEDULES

LARRY M. COMBS
STATE OF WASHINGTON
29839
REGISTERED PROFESSIONAL ENGINEER
2/11/15

FILE NAME: P:\P13\13536.00 - COL - CHUMSTICK ROAD\CAD\SHEETS\P13536_CVR.DWG
SAVE TIME: 12/11/2015 3:18:05 PM
PLOT TIME: 12/11/2015 3:29 PM
USER NAME:KAREN SCOTT
XREF FILES: PACE34x22

DESIGNED	NKJ
DRAWN	NKJ
CHECKED	DS

SYM	REVISION	DATE	BY	APP'D

PACE
An Engineering Services Company
104 East 9th Street
Wenatchee, WA 98801
p. 509.662.1762
Civil | Structural | Planning | Survey
www. paceengrs.com

CITY OF LEAVENWORTH

DATE: FEB 2015
SCALE: SHOWN

CHUMSTICK TRAIL & WATER/SEWER EXTENSION
LEAVENWORTH, WA
COVER SHEET

JOB NUMBER **13536**
DWG NAME:P13536_CVR
SHEET 1 OF 32

SYMBOLS AND LINETYPES

- CENTER LINES
- RIGHT-OF-WAY LINES
- FUTURE RIGHT-OF-WAY LINES
- PROPERTY LINES
- LOT LINES
- PERMANENT EASEMENT LINE
- SLOPE EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT LINE
- TRAIL EASEMENT LINE
- CENTERLINE TRAIL
- FUTURE CENTERLINE TRAIL
- SUBDIVISIONAL LINE
- MONUMENT FOUND
- CENTER SECTION
- SECTION CORNER
- QUARTER SECTION CORNER
- PROPERTY OWNERSHIP NUMBER

LINESTYLES

EXISTING	PROPOSED	DESCRIPTION
o—o—o—o—o—o—o—o—o—o	O—O—O—O	CHAIN LINK FENCE
OHP	OHP	OVER HEAD LINE
T	T	TELEPHONE
UT	UT	BURIED TELEPHONE
x—x—x—x—x—x—x—x—x—x	X—X—X—X	BARB WIRE FENCE
UFO	UFO	BURIED FIBER OPTICS
P	P	POWER
UP	UP	BURIED POWER
G	G	GAS
SD	SD	STORM DRAIN
> >	> >	DITCH
SS	SS	SAN SEWER
SS	SS	SAN SEWER STUB LINE
W	W	WATER
		SILT FENCE

LEGEND

- HMA TRAIL
- EXISTING TRAFFIC BARRIER
- NEW TRAFFIC BARRIER
- NEW WALL OR ROCK WALL
- EXCAVATION CATCH LINE
- (T) REMOVE TREE
- (U) UTILITY TO BE RELOCATE BY OTHERS
- (P) SET PROPERTY CORNER

ABBREVIATIONS

ALT	ALTERNATE
APPROX	APPROXIMATE(LY)
APWA	AMERICAN PUBLIC WORKS
ASPH	ASPHALT
ATB	ASPHALT TREATED BASE
AVE	AVENUE
AWWA	AMERICAN WATER WORKS ASSOCIATION
BM	BENCHMARK
BOT	BOTTOM
BST	BITUMINOUS SURFACE TREATMENT
BLDG	BUILDING
CB	CATCH BASIN
CF	CUBIC FEET
CIP	CAST IRON PIPE
CJ	CONSTRUCTION JOINT
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CONC	CONCRETE
CULV	CULVERT
CY	CUBIC YARD
DI	DUCTILE IRON
DIAM	DIAMETER
E	EAST
ELEV	ELEVATION
EST	ESTIMATE
EVC	END VERTICAL CURVE
EXIST	EXISTING
FF	FINISH FLOOR
FH	FIRE HYDRANT
FM	FORCE MAIN
FO	FIBER OPTIC
FT	FEET, FOOT
G	GAS
GR	GRADE, GRAVEL
GV	GATE VALVE
HDPE	HIGH DENSITY POLYETHYLENE
HH	HAND HOLE
HP	HIGH POINT
HWY	HIGHWAY
HYD	HYDRANT
ID	INSIDE DIAMETER
IE	INVERT ELEVATION
IN	INCH
INCL	INCLUDING
IRR	IRRIGATION
L	LENGTH
LB	POUND(S)
LF	LINEAL FOOT(FEET)
LS	LUMP SUM
LT	LEFT
MAX	MAXIMUM
MB	MAILBOX
MH	MANHOLE
MIC	MONUMENT IN CASE
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
MOC	MIDDLE OF CURVE
MON	MONUMENT
N	NORTH
N/A	NON APPLICABLE
NIC	NOT IN CONTRACT
NO.	NUMBER
NTS	NOT TO SCALE
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
OHP	OVERHEAD POWER LINE
OHP&T	OVERHEAD POWER & TELEPHONE
PC	POINT OF CURVATURE
PE	PLAIN END
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PP	POWER POLE
PRV	PRESSURE REGULATING VALVE POINT
PT	POINT OF TANGENCY
PUD	PUBLIC UTILITY DISTRICT
PVC	POLYVINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS
RP	RADIUS POINT, REFERENCE POINT RAILROAD
RJ	RESTRAINT JOINT
ROW	RIGHT OF WAY
RT	RIGHT
SS	SANITARY SEWER
SCH	SCHEDULE
SD	STORM DRAIN
SF	SQUARE FEET
SHT	SHEET
SIM	SIMILAR
S	SLOPE
ST	STREET
STA	STATION
STD	STANDARD
ST	STEEL
STR	STRUCTURAL
SD	STORM DRAIN
SY	SQUARE YARD
TOC	TOP OF CURB
TOP	TOP OF PIPE
TYP	TYPICAL
UGP	UNDERGROUND POWER LINE
UP	UTILITY POLE
VC	VERTICAL CURVE
VPI	VERTICAL POINT OF INTERSECTION
W	WEST, WATER
W/	WITH
WM	WATER MAIN
#	NUMBER, POINDS

WATER SYMBOLS

EXISTING / PROPOSED

- WATERLINE
- CAP/PLUG
- COUPLING
- REDUCER
- WATER METER
- FIRE HYDRANT
- FLANGE JOINT
- MECHANICAL JOINT
- AIR RELIEF VALVE
- BLOWOFF
- BUTTERFLY VALVE
- CHECK VALVE
- GATE VALVE
- THRUST BLOCK

SANITARY/STORM SEWER SYMBOLS

EXISTING / PROPOSED

- SANITARY SEWER
- STORM DRAIN
- SANITARY SEWER CLEAN OUT
- SANITARY SEWER MANHOLE
- STORM DRAINCATCH BASIN
- STORM DRAIN CULVERT
- STORM DRAIN MANHOLE

UTILITIES

CITY OF LEAVENWORTH
CHELAN COUNTY PUBLIC WORKS
CHELAN CO PUD
CHARTER COMMUNICATIONS
FRONTIER COMMUNICATIONS
SPRINT COMMUNICATIONS

LARRY M. CONDON — STATE OF WASHINGTON — 23639 — REGISTERED PROFESSIONAL ENGINEER — 2/10/15

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DRAWN	NKJ				
CHECKED	DS				
SYM	REVISION	DATE	BY	APP'D	

PACE — An Engineering Services Company
104 East 9th Street
Wenatchee, WA 98801
p. 509.662.1762
Civil | Structural | Planning | Survey
www. paceengrs.com

CITY OF LEAVENWORTH

DATE: FEB 2015
SCALE: SHOWN

CHUMSTICK TRAIL & WATER/SEWER EXTENSION
LEAVENWORTH, WA
SYMBOLS & ABBREVIATIONS

JOB NUMBER 13536
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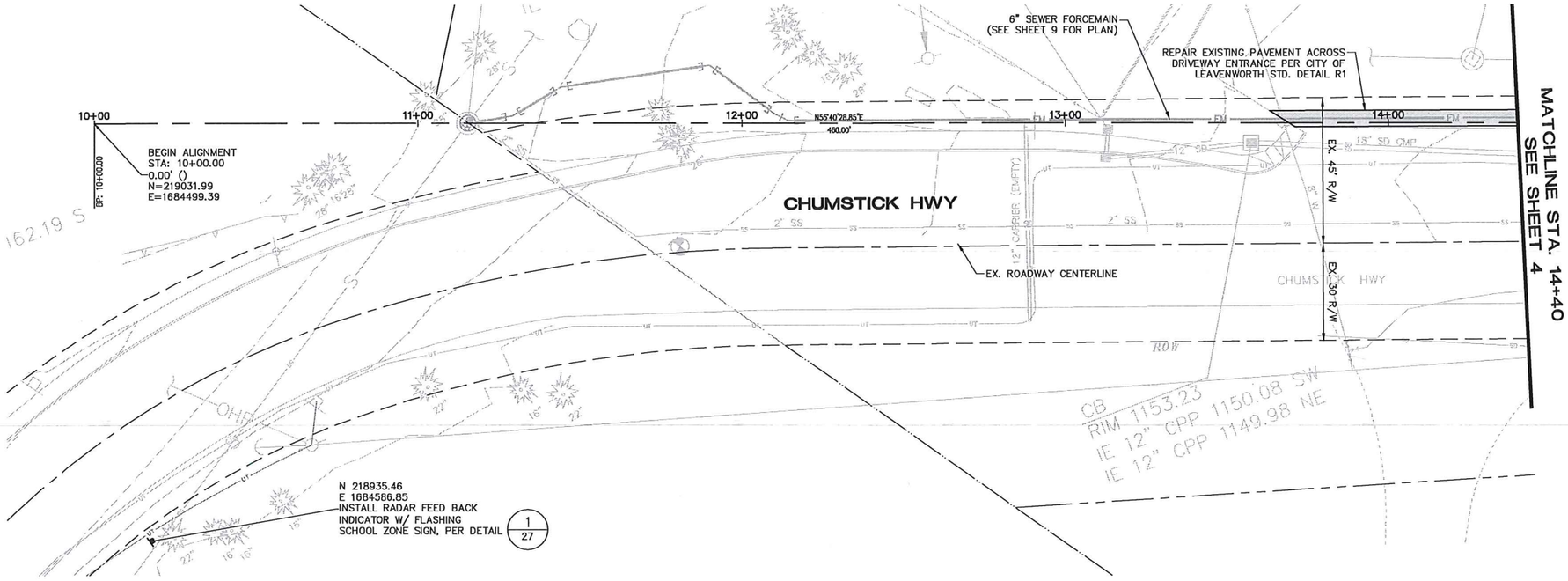
SHEET 2 OF 32



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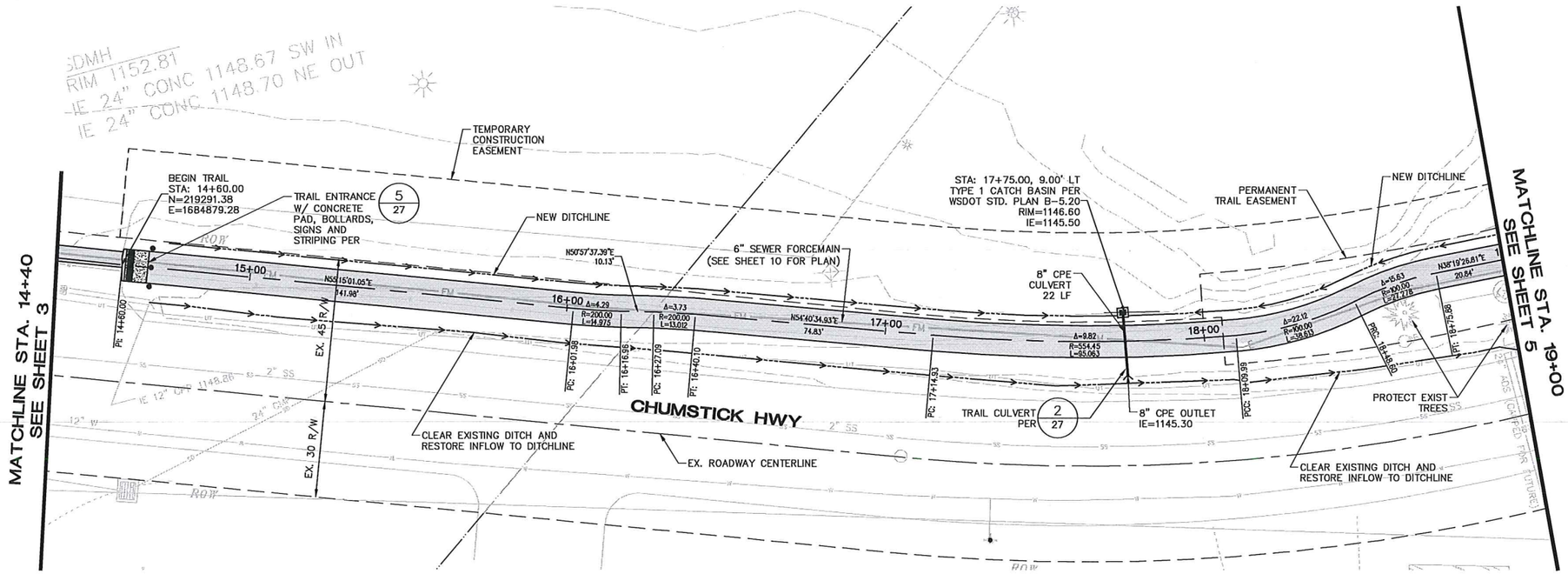
CITY OF LEAVENWORTH

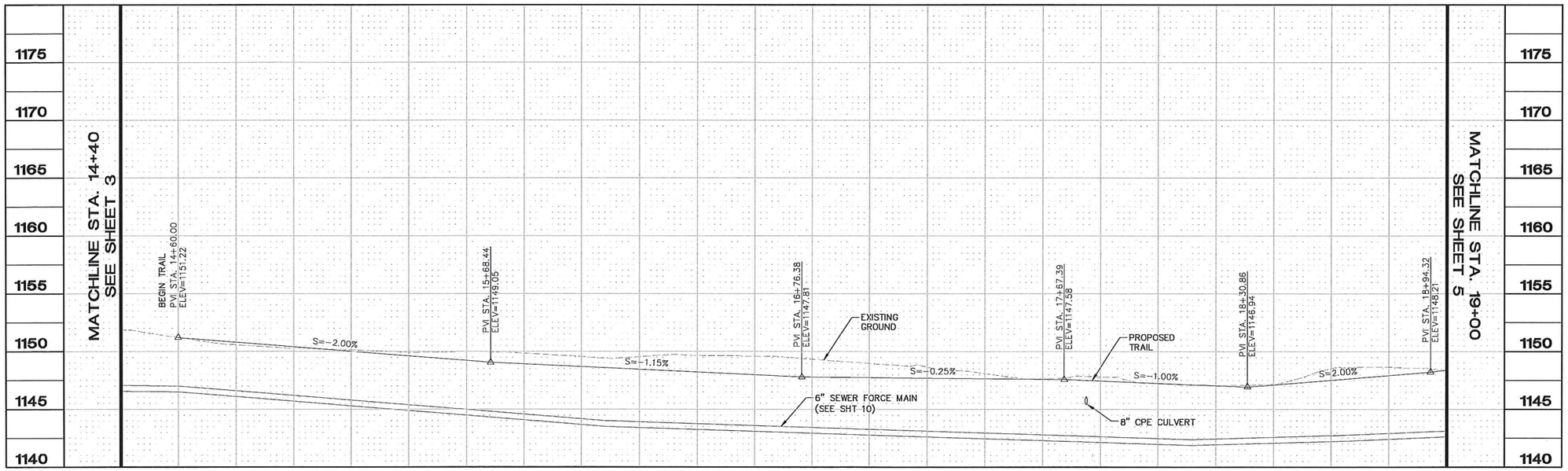
DATE FEB 2015
SCALE SHOWN

CHUMSTICK TRAIL & WATER/SEWER EXTENSION
LEAVENWORTH, WA
TRAIL & DRAINAGE PLAN & PROFILE

JOB NUMBER 13536
DWG NAME:P13536_SL
SHEET 3 OF 32

LARRY M. CORDES
STATE OF WASHINGTON
29639
REGISTERED PROFESSIONAL ENGINEER
12/11/15





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SYM	REVISION	DATE	BY	APP'D

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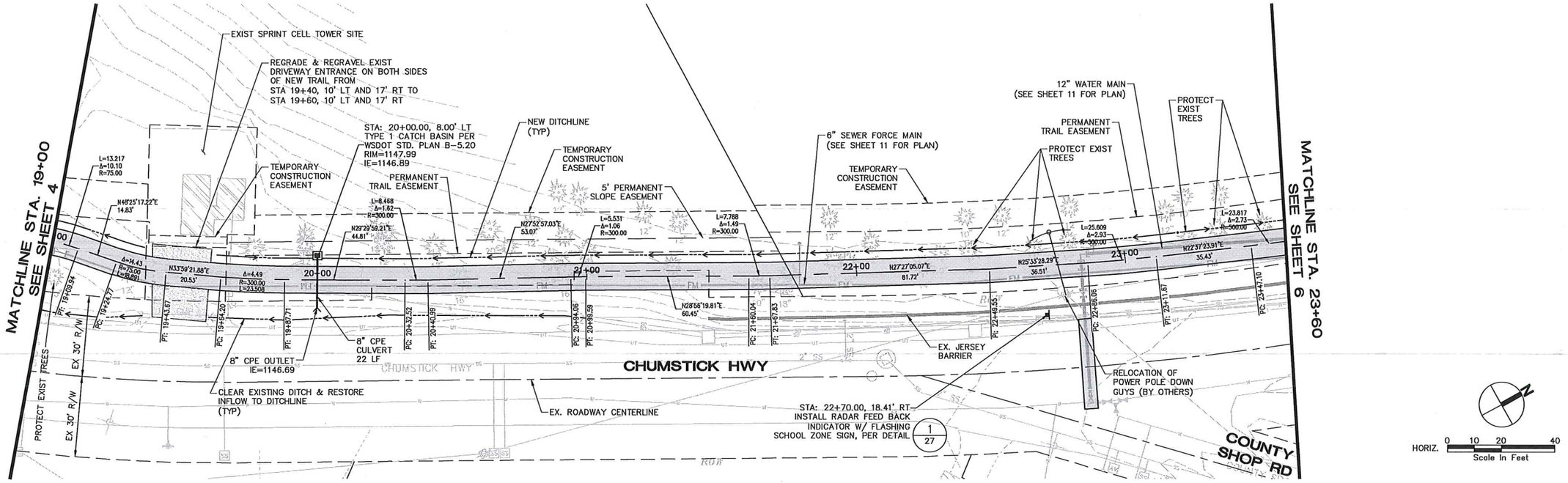
CITY OF LEAVENWORTH

DATE: FEB 2015
SCALE: SHOWN

CHUMSTICK TRAIL & WATER/SEWER EXTENSION
LEAVENWORTH, WA
TRAIL & DRAINAGE PLAN & PROFILE

JOB NUMBER 13536
DWG NAME: P13536_SL
SHEET 4 OF 32

LARRY M. COLE
STATE OF WASHINGTON
29639
REGISTERED
PROFESSIONAL ENGINEER
12/11/15



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CHECKED DS	SYM	REVISION	DATE	BY	APP'D

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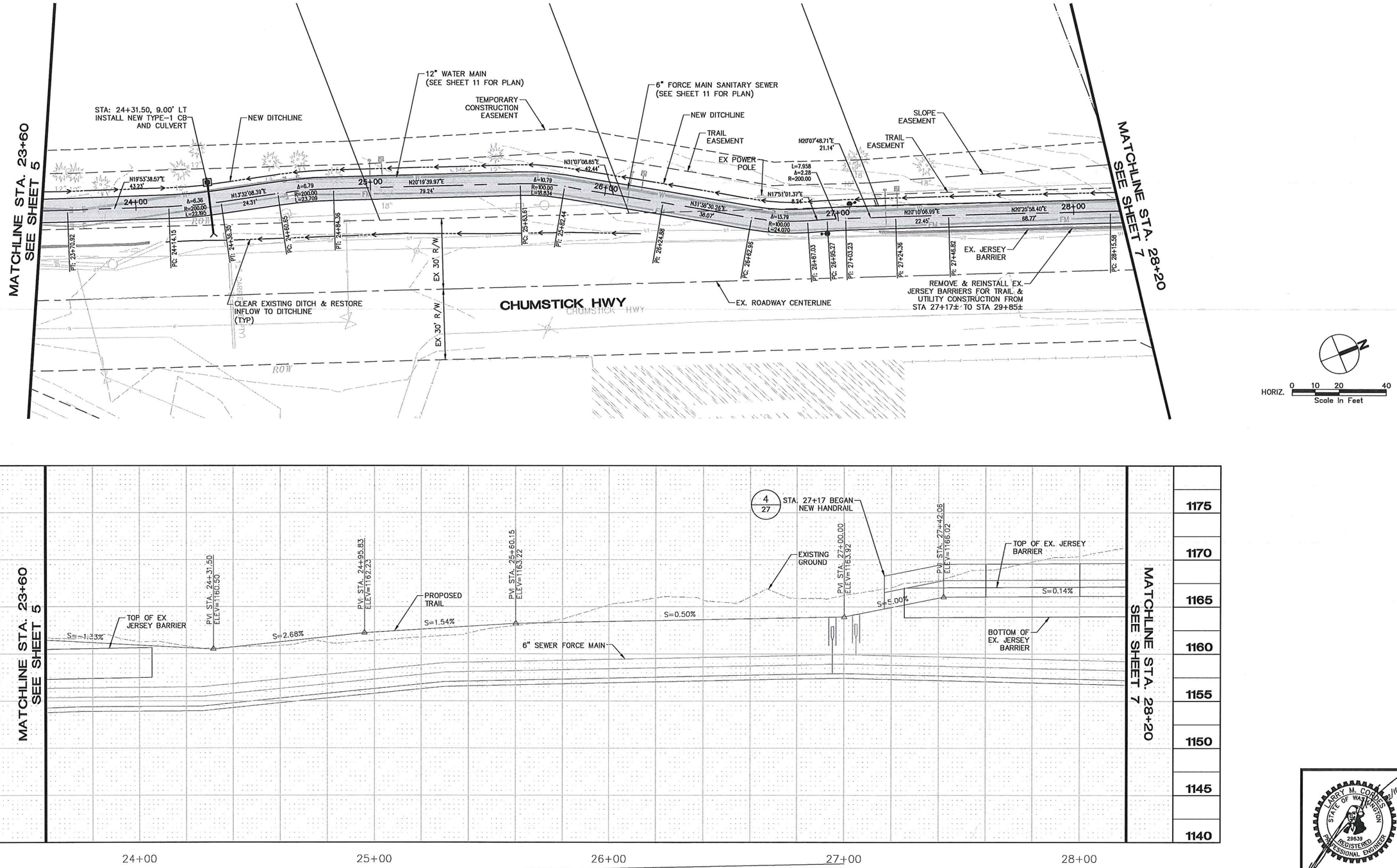
CITY OF LEAVENWORTH

DATE FEB 2015
SCALE SHOWN

CHUMSTICK TRAIL & WATER/SEWER EXTENSION
LEAVENWORTH, WA
TRAIL & DRAINAGE PLAN & PROFILE

JOB NUMBER 13536
DWG NAME:P13536_SL
SHEET 5 OF 32

LARRY M. CORDES
STATE OF WASHINGTON
29639
REGISTERED PROFESSIONAL ENGINEER
12/11/15



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CITY OF LEAVENWORTH

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CHUMSTICK TRAIL & WATER/SEWER EXTENSION
LEAVENWORTH, WA
TRAIL & DRAINAGE PLAN & PROFILE

JOB NUMBER 13536
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SHEET 6 OF 32

LARRY M. CORDES
STATE OF WASHINGTON
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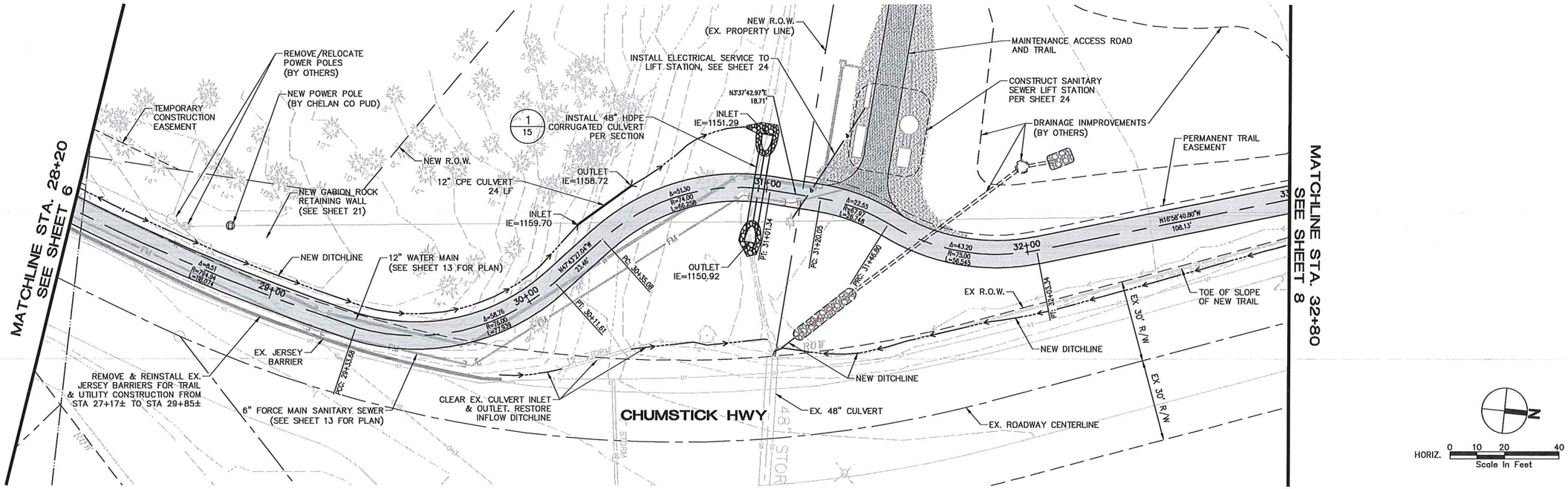
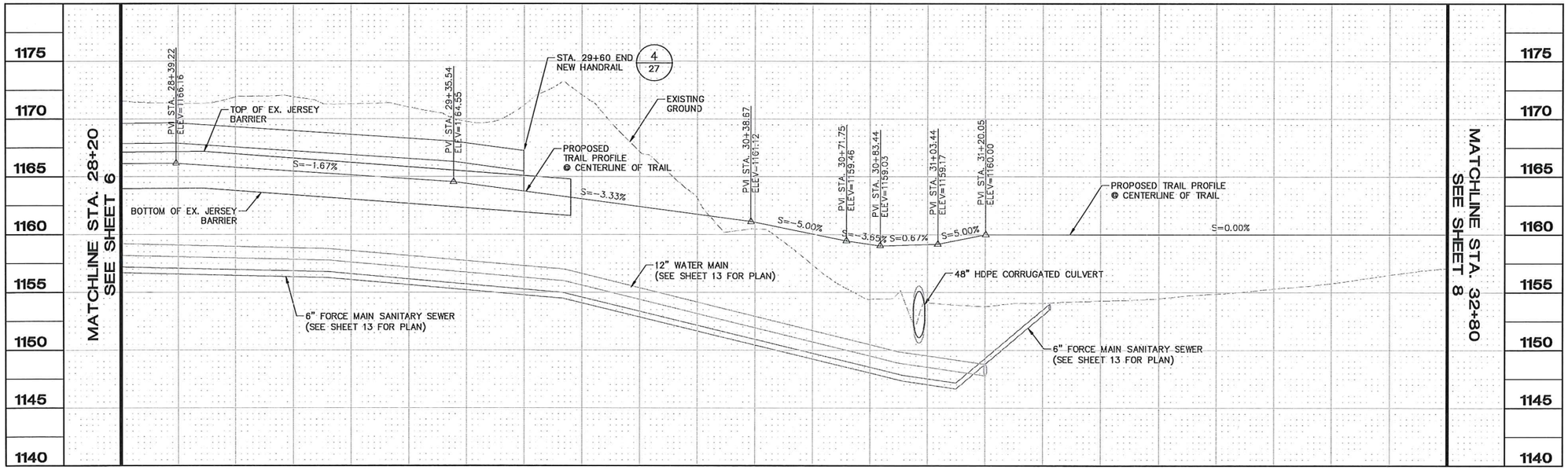
12/11/15





LARRY M. CORDES
STATE OF WASHINGTON
29639
REGISTERED PROFESSIONAL ENGINEER
2/11/15

DESIGNED NKJ					
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CHECKED DS	SYM	REVISION	DATE	BY	APP'D

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CITY OF LEAVENWORTH

DATE FEB 2015
SCALE SHOWN

CHUMSTICK TRAIL & WATER/SEWER EXTENSION
LEAVENWORTH, WA
TRAIL & DRAINAGE PLAN & PROFILE

JOB NUMBER 13536
DWG NAME:P13536_SL
SHEET 7 OF 32

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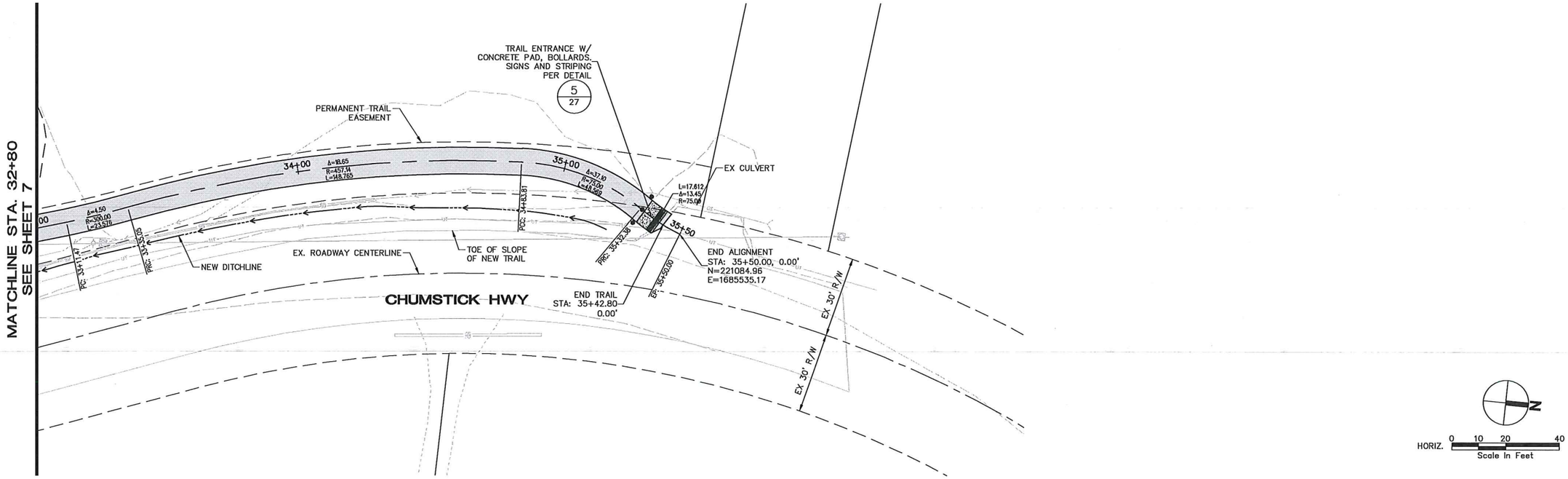

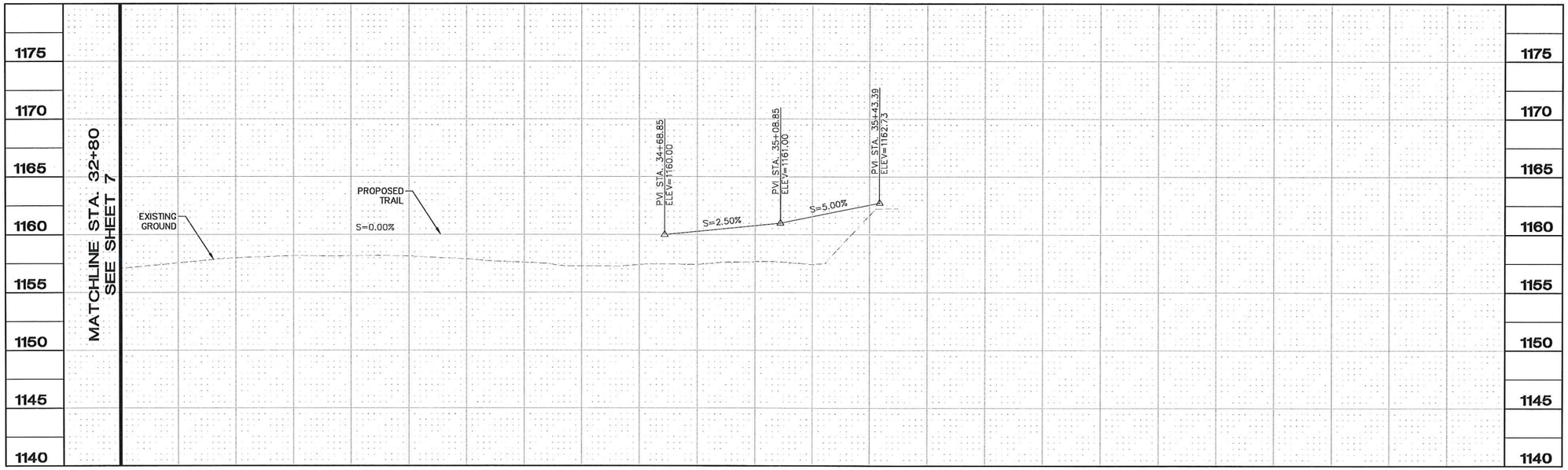

LARRY M. CORDELL
STATE OF WASHINGTON
29639
REGISTERED
PROFESSIONAL ENGINEER
12/11/15

DESIGNED	NKJ
DRAWN	NKJ
CHECKED	DS

SYM	REVISION	DATE	BY	APP'D

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p. 509.662.1762
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CITY OF LEAVENWORTH

DATE: FEB 2015
SCALE: SHOWN

CHUMSTICK TRAIL & WATER/SEWER EXTENSION
LEAVENWORTH, WA
TRAIL & DRAINAGE PLAN & PROFILE

JOB NUMBER 13536
DWG NAME:P13536_SL
SHEET 8 OF 32

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USER NAME: KAREN SMITH
XREF FILES: 11362-SRV, IMBUSA_2025SITE2010H,

ORDINANCE NO. 1516
CITY OF LEAVENWORTH, WASHINGTON

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN REAL PROPERTIES DESCRIBED AS VARNEY'S BLOCK 2 LOTS 1 - 10 TO THE CITY OF LEAVENWORTH, WASHINGTON, INCORPORATING THE SAME WITHIN THE CORPORATE LIMITS THEREOF, AND ADOPTING ZONING REGULATIONS FOR THE ANNEXED PROPERTY

The City Council of the City of Leavenworth, Washington do ordain as follows:

Section 1. The real property in Chelan County, Washington, described on Exhibit "A" attached hereto, owned by 1) Nina Rinke (814 Pine St) Parcel No. 241701910040, described as Varney's Block 2 Lot 5 Lots 5-7 Less E 3.11' Lot 5 and approximately 0.2300 acres in area; 2) Heinz Best (826 Pine St) Parcel No. 241701910035, described as Varney's Block 2 Lot 3 Lots 3-4 & E 3.11' Lot 5 and approximately 0.1700 acres in area; 3) Shane A Anderson (802 Pine St) Parcel No. 241701910050, described as Varney's Block 2 Lot 10 W 1/2 Lot 9 (BLA 2011-185) and approximately 0.1200 acres in area; 4) Lester R & Laurie M Nunn (828 Pine St) Parcel No. 241701910025, described as Varney's Block 2 Lot 1 Lots 1-2 and approximately 0.1600 acres in area; and 5) Matthew F & Courtney A Porter (808 Pine St) Parcel No. 241701910045, described as Varney's Block 2 Lot 8 E 1/2 Lot 9 and approximately 0.1200 acres in area, contiguous to the City of Leavenworth, and within the City of Leavenworth urban growth boundary, is hereby annexed to and incorporated in the city limits of the City of Leavenworth, Washington.

Section 2. A certified copy of this ordinance shall be filed with the Board of County Commissioners of Chelan County, Washington in the manner provided by law.

Section 3. The annexed real property shall be subject to the City of Leavenworth Comprehensive Plan and City of Leavenworth zoning regulations and shall retain the existing zoning of Low Density Residential 6,000 (RL-6).

Section 4. This ordinance shall be recorded with the Chelan County Auditor and shall be binding upon the annexed real property and the future owners thereof. This ordinance shall take effect five days after its passage and publication as provided by law.

Section 5. The annexed real property herein shall be assessed and taxed at the same rate and on the same basis as other property in the City of Leavenworth, Washington to pay for all or any portion of the outstanding indebtedness to the City of Leavenworth approved by the voters, contracted, or incurred prior to, or existing at, the date of annexation.

Section 6. On October 13, 2015, the City Council met with the annexation initiating parties and accepted the annexation with necessary conditions. On January 12, 2016, City Council conducted a public hearing to accept and consider public testimony.

Passed by the City Council of City of Leavenworth, Washington and approved by the Mayor at an open public meeting on the 12th day of January, 2016.

CITY OF LEAVENWORTH

By:_____
Cheryl Kelley Farivar, Mayor

Attest:

_____
Chantell Steiner
City Clerk/Finance Director

Approved as to form:

_____
Thom H. Graafstra, City Attorney

CERTIFICATION

I, the undersigned, City Clerk of the City of Leavenworth, Washington (the "City"), hereby certify as follows:

1. The attached copy of Ordinance No. 1516 (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on January 12, 2016, as that ordinance appears on the minute book of the City; and the Ordinance will be in full force and effect five days after publication in the City's official newspaper; and

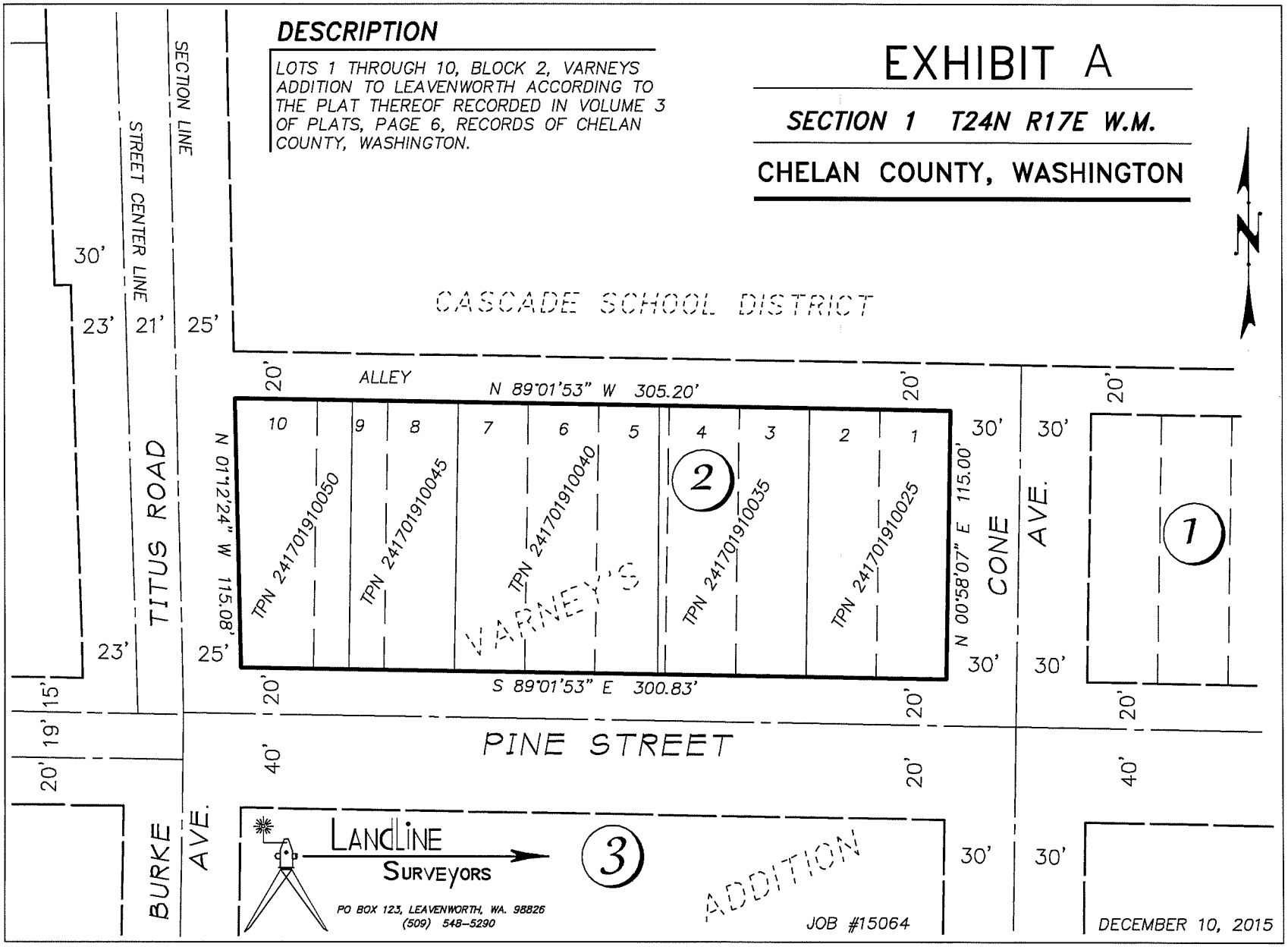
2. A quorum of the members of the City Council was present throughout the meeting and a majority of those members present voted in the proper manner for the passage of the Ordinance.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of January, 2016.

CITY OF LEAVENWORTH, WASHINGTON

_____

Chantell Steiner, City Clerk


DESCRIPTION
LOTS 1 THROUGH 10, BLOCK 2, VARNEYS ADDITION TO LEAVENWORTH ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 6, RECORDS OF CHELAN COUNTY, WASHINGTON.
EXHIBIT A
SECTION 1 T24N R17E W.M.
CHELAN COUNTY, WASHINGTON
SECTION LINE
STREET CENTER LINE
TITUS ROAD
CASCADE SCHOOL DISTRICT
ALLEY
N 89°01'53" W 305.20'
S 89°01'53" E 300.83'
N 01°12'24" W 115.08'
N 00°58'07" E 115.00'
TPN 241701910050
TPN 241701910045
TPN 241701910040
TPN 241701910035
TPN 241701910025
VARNEY'S
CONE AVE.
PINE STREET
BURKE AVE.
ADDITION
LANDLINE SURVEYORS
PO BOX 123, LEAVENWORTH, WA. 98826
(509) 548-5290
JOB #15064
DECEMBER 10, 2015

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LEAVENWORTH AND PACIFIC SECURITY FOR CONSULTANT SERVICES

TAB 4

THIS AGREEMENT ("Agreement') is made and entered into by and between the City of Leavenworth, a Washington State municipal corporation ("City"), and Parker Corporate Services DBA Pacific Security, Federal Tax ID: 91-2071184, a Washington Corporation ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with security services in the Leavenworth downtown and residential areas by the Consultant providing unarmed uniformed security officers and a vehicle for the Leavenworth area as assigned and as described in Article II and in the attached **Exhibit "A"**. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession, and if said services require professional licenses, by persons holding said licenses.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 **MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 **WORK PRODUCT AND DOCUMENTS.** The work product and all documents

produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 **TERM.** The term of this Agreement shall commence on February 1, 2016 and shall terminate at midnight, January 30, 2016. The parties may extend the term of this Agreement by written mutual agreement.

III.4 **NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 **EMPLOYMENT.**

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

_____ No employees supplying work have ever been retired from a Washington state retirement system.

_____ Yes employees supplying work have been retired from a Washington state

retirement system.

In the event the Consultant indicates "no", but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 **INDEMNITY**.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, em-ployees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. The provisions of this section shall survive the expiration or termination of this agreement.

d. For the purposes of the indemnity contained in subpart "A" of this paragraph 3.6, Consultant hereby knowing, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

_____(initials) _____(initials)

III.7 **INSURANCE**.

a. **Minimum Limits of Insurance**. The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates

of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation.

b. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

(1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

(2). Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

(3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(4). Professional Liability insurance appropriate to the Consultant's profession.

c. **The minimum insurance limits shall be as follows:**

(1) Comprehensive General Liability. $1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; $2,000,000 general aggregate.

(2) Automobile Liability. $300,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Consultant's Errors and Omissions Liability. $1,000,000 per occurrence and as an annual aggregate.

d. **Notice of Cancellation**. In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours)

provide written notification of such cancellation/termination to the City.

e. **Acceptability of Insurers**. Insurance to be provided by Consultant shall be with a current A.M. Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

f. **Verification of Coverage**. In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

g. **Insurance shall be Primary**. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

h. **No Limitation**. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

i. **Claims-made Basis**. Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

j. **Failure to Maintain Insurance** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

III.8 **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION**. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and

agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 **UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 **LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 **INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 **CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is

apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 **SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit A: NONE

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS.**

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed $61,178.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent

contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 **MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

Joel Walinski
700 Highway 2
Post Office Box 287
Leavenworth, WA 98826

Notices to the Consultant shall be sent to the following address:
Bud Tweten
Sales Director
23 S. Mission Street
Wenatchee, WA 98801

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION**. The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES**. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION**. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER**. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING**. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same

Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2016.

CITY OF LEAVENWORTH

By_____
Cheryl K. Farivar, Mayor

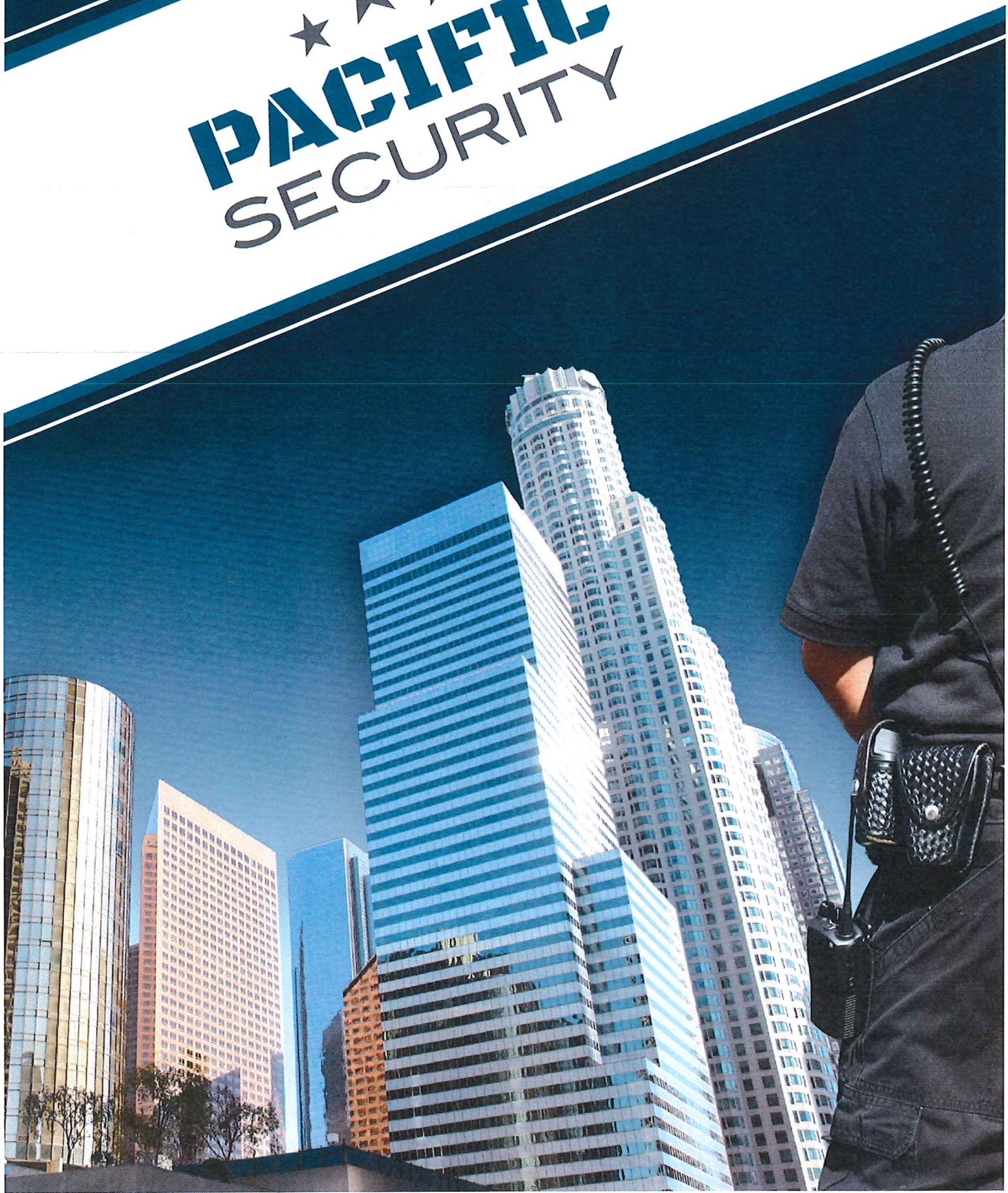
PACIFIC SECURITY

By _____
Richard "Bud" Tweten, Sales Director

Approved as to form:

_____
Thom H. Graafstra, City Attorney

PACIFIC SECURITY



PACIFIC SECURITY

Your Fast Response Specialist Since 1972
www.pacsecurity.com

Since 1972 our professional team has protected Pacific Northwest businesses, events, and government agencies. In the aftermath of 9/11, we have aided Homeland Security efforts by guarding ports, dams, utilities and airports. For round the clock peace of mind, go with the name that Washington has trusted for more than three decades.

Pacific Security maintains over 225 fully trained armed and unarmed security officers who serve Whatcom, Skagit, Snohomish, King, Douglas, Chelan and Adams Counties.

Pacific Security has extensive experience providing unarmed and armed security for a variety of businesses. Currently, Pacific Security is providing security officers to hospitals, ports, public utilities, courthouses, and shipping stations to name a few.

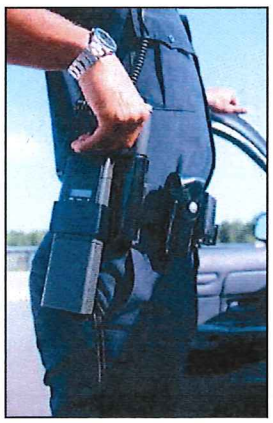
The benefits we provide to our clients include managers and trainers with a military security background, constant site checks by our Quality Control supervisors, a state of the art 24-hour dispatch center and 24/7/365 management availability. Pacific Security also maintains liability coverage and all applicable insurance that is consistent with and required by State and County regulations. Going beyond those mandated requirements, Pacific carries a $3,000,000/$5,000,000 aggregate general liability insurance policy for our client's protection.

Our officers are our greatest asset and the cornerstone of Pacific Security's success. We know that no matter how much experience and knowledge our management team has, our security officers are ultimately charged with protecting your property. Therefore, we make every effort to instill in our officers a high standard of efficiency and a level of knowledge unsurpassed in the field.

Pacific Security employs a careful, detailed process for recruiting our security officers that includes interviewing for aptitude and attitude. We generally obtain the best applicants through referrals from our existing employees.

We thoroughly screen applicants by:

- Comprehensive employment application
- Thorough work history review
- Verification of past employment references
- Criminal history check via Dept. of Licensing & F.B.I.
- Verification of security training and licensing



At Pacific Security, we hire the most qualified personnel and provide them with the training and equipment to do their best work. Our employees receive specialized instruction in conduct, appearance, sensitivity, customer awareness and interaction with local law enforcement.

Finally, Pacific Security has been in business over thirty eight plus years and our entire staff is committed the protection of your property and personnel, our proven track record shows it.

Successful businesses expect a professional service to provide solutions to their needs. Our highly qualified management staff and professionally trained guard force can achieve positive solutions. Pacific Security offers a competitive price without compromising the quality of our service because our reputation rests on every project we do.

Here's why our clients trust us:

Responsiveness

In security, quick response means everything. When an emergency need arises, our management is available 24/7 to get you the help you need. You will always get answers from a real person, not an answering machine or voice mail menu.

Local Contact

We are family owned with offices in both Western and Eastern Washington. With this local presence we are able to provide better applicant screening, training, supervision, and most important… excellent customer service.

Stability

Pacific Security has been in business for over 35 years. We operate profitably and efficiently because of experienced management and up-to-date systems. Our security officers take pride in their work so we have less employee turnover, providing our clients with more consistent service.

Quality Control

We don't hire just anybody and turn them loose unsupervised. All applicants receive a complete background check and are trained and licensed as required by Washington State regulations. Our hourly check-in system ensures the officers are doing their job. Our dispatch center monitors them 24/7 in addition to random site inspections by our QC Directors.

Insurance Coverage

When loss incidents occur, you want insurance coverage…not litigation. Some companies save money by being self-insured. Pacific Security spends more to carry State L&I and A+ Class XV commercial liability policies. If a loss happens, our insurance company takes care of it. We remain your security provider, not a legal adversary.

Complete Security Service

Pacific Security can fill all of your security needs. We provide uniformed security officers, both armed and unarmed, plain-clothes officers, marked patrol vehicles, executive protection, and investigative services. Using the latest technology, we utilize GPS and computerized guard touring systems. With over 300 officers, Pacific Security can service client needs ranging from short-term emergency response to long-term services at refineries, factories, and major commercial buildings.

PACIFIC SECURITY

Protecting Pacific Northwest businesses, events, and government agencies since 1972

(800) 743-2737
WWW.PACSECURITY.COM

2009 Iron Street
(360) 733-2884
Bellingham

1902 120th Pl SE
(425) 316-8700
Everett

23 S Mission Street
(509) 662-7609
Wenatchee

Proposal for Security Services

Date: 12/26/14

Client Information		
Name: City of Leavenworth		
Address: 700 Highway 2/ PO Box 287		City: Leavenworth State & Zip: WA, 98826
Contact: Joel Walinski	Title: City Administrator	Phone: (509) 548-5275
Email: cityadministrator@cityofleavenworth.com	Fax:	Cell:
Location: Leavenworth,WA		

Thank you for reviewing this information and as requested, I would like to quote you services for:

Parking Enforcement: February 1, 2016 through January 30, 2017; 6 three hour shifts per week at random times. Total: $21,735.00
Downtown Security Patrols: May 1, 2016 through September 30, 2016; a uniformed officer with patrol vehicle Friday and Saturday, 7:00 PM -3:00 AM with an additional officer from 10:00 PM-3:00 AM and then a single officer and vehicle 2 other random nights November 25, 2016- January 1, 2017: Friday and Saturday patrols. 3:00 PM – 1:00 AM (10 hour shifts) and one officer and vehicle on Sunday 3:00 PM – 1:00 AM (10 hour shift). Total: $28,645.00
Park Parking Lot Officer: June 1, 2016 through September 30, 2016 uniformed Officer 6 hour shifts, 5 days per week $10,798.00
Total for ALL Contracted services listed above: $61,178.00

Advantages include a local office for client and security officer needs, weekend and after hours patrol back up, quick response times for crisis situations as well as a vast amount of resources available to us.

If I can be of any further assistance, please don't hesitate to call me.

Respectfully,

Bud Tweten
Sales Director

Phone: (800) 743-2737
Fax: (360) 671-9184
Cell: (425) 330-1341
Email: bud@pacsecurity.com
Website: www.pacsecurity.com

A Few of Many References

Our references are long-term clients who reflect our ability to craft successful site, specific safety and security plans for diverse requirements. Below are examples of the type of clients we serve.

Skagit County Sheriff
600 South Third Street
Mt Vernon, Wa 98273
Ron Coakley
360-336-9448

Douglas County Superior Court
203 S. Rainier
Waterville, WA 98858
Judge John Hotchkiss
509-745-9063

Mason County Sheriff
419 N 4th Street
Shelton, WA 98584
Chief Tom Haugen
360-427-9670

Chelan County Courthouse
400 Douglas Street
Wenatchee, WA 98801
Elgin Shaw
509-630-8484

PACIFIC SECURITY

Bellingham WA
2009 Iron Street
(360) **733.2884**

Everett WA
1902 120th Pl SE #203
(425) **316.8700**

Wenatchee WA
23 S. Mission St. Suite A
(509) **662.7609**

WWW.PACSECURITY.COM

A Division of Parker Corporate Services, Inc.

2015 BUDGET POSITION

City Of Leavenworth
MCAG #: 0222

Time: 16:44:56 Date: 01/06/2016
Page: 1

415 Parking

Revenues	Amt Budgeted	December	YTD	Remaining	
360 Interest & Other Earnings					
362 30 00 07 Parking Fees Lot 1 (Upper Warehouse)	145,600.00	25,495.50	150,770.98	(5,170.98)	103.6%
362 30 00 08 Parking Fees Lot 2 (Lower Warehouse)	32,600.00	8,919.90	34,769.46	(2,169.46)	106.7%
362 30 00 09 Parking Fees Lot 3 (Festhalle)	30,800.00	6,172.51	30,149.58	650.42	97.9%
362 30 00 11 Parking Fees Lot 4 (Adj. City Hall)	78,000.00	14,941.50	79,692.00	(1,692.00)	102.2%
362 30 00 16 Parking Violation Fees	6,000.00	1,284.85	10,747.76	(4,747.76)	179.1%
362 50 00 05 Lease Agreements Parking	5,000.00	354.48	3,899.28	1,100.72	78.0%
362 50 00 06 Partner Organizations Parking	50,000.00	50,000.00	50,000.00	0.00	100.0%
360 Interest & Other Earnings	348,000.00	107,168.74	360,029.06	(12,029.06)	103.5%
Fund Revenues:	**348,000.00**	**107,168.74**	**360,029.06**	**(12,029.06)**	**103.5%**
Fund Excess/(Deficit):	**348,000.00**	**107,168.74**	**360,029.06**		

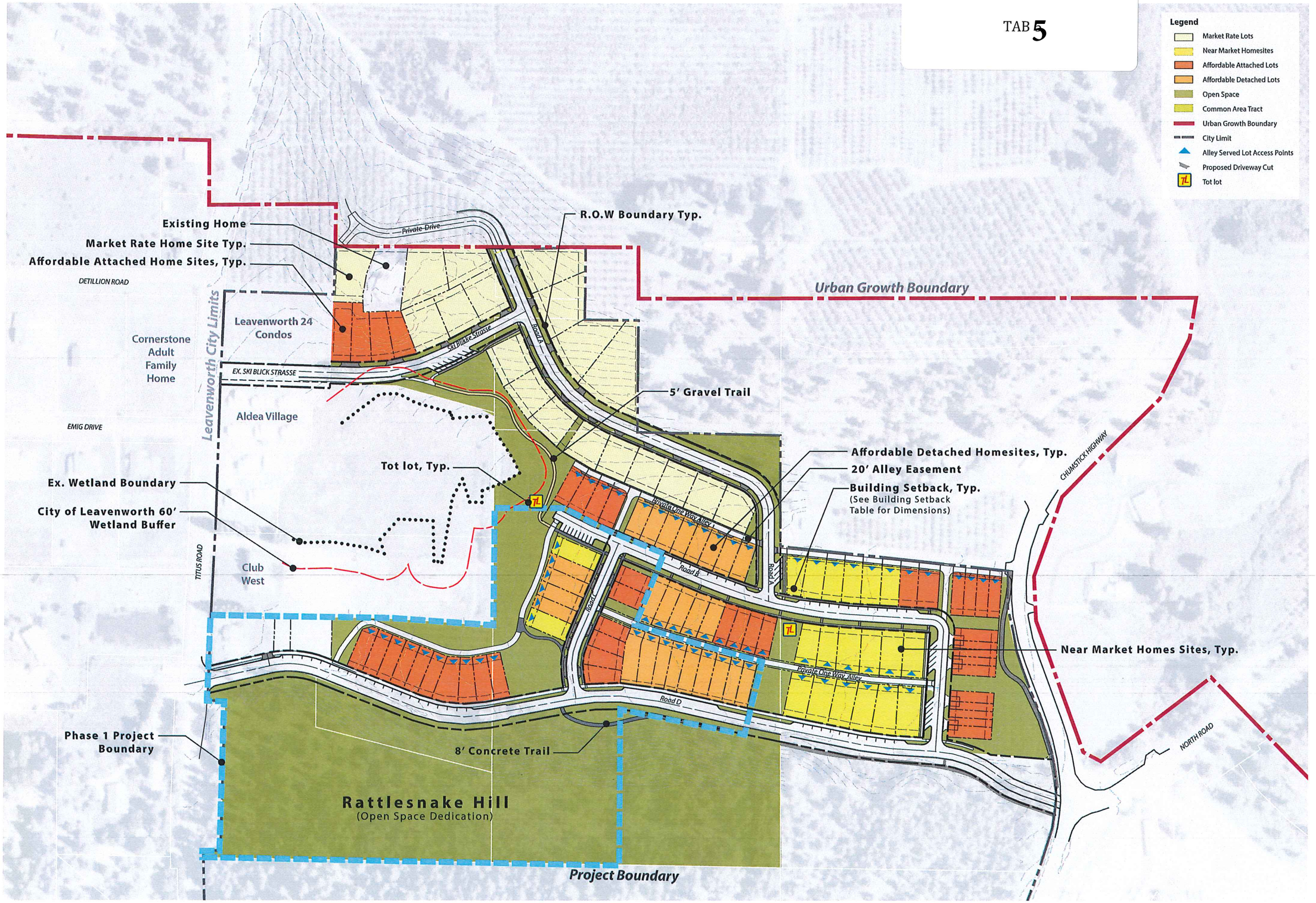
2015 BUDGET POSITION TOTALS

City Of Leavenworth
MCAG #: 0222

Time: 16:44:56 Date: 01/06/2016

Fund	Revenue	December	Received		Expenditures	December	Spent	
415 Parking	348,000.00	107,168.74	360,029.06	103.5%	0.00	0.00	0.00	0.0%
	348,000.00	107,168.74	360,029.06	103.5%	0.00	0.00	0.00	0.0%

TAB 5



Prepared By:
JANUARY, 2014
project GROUNDWORK

MEADOWLARK
Planned Development Master Plan
Upper Valley MEND

With: Titus Road, LLC.
John Agnew/Patty Hebert

MEADOWLARK NEIGHBORHOOD

Chapter 2.40
CITY PLANNING COMMISSION[1]

Sections:

2.40.010 Created – Membership.
2.40.020 Term of office.
2.40.030 Compensation – Removal.
2.40.040 Secretary designated – Compensation.
2.40.050 Quorum.
2.40.060 Powers and duties – Generally.
2.40.070 Duties – Recommendations and reports.
2.40.090 Annual report to council required.

2.40.010 Created – Membership.

In accordance with Washington law, there is created a city planning commission consisting of seven members whose positions shall be designated numerically Position 1 through 7, respectively. Following the effective date of the ordinance codified in this section, the mayor shall appoint the present members of the planning commission to Positions 1 through 7. The initial terms of the seven planning commission members shall expire on April 1st of the year indicated:

Position 1 –	1998
Position 2 –	1999
Position 3 –	2000
Position 4 –	2001
Position 5 –	1997
Position 6 –	2002
Position 7 –	2002

All planning commission members shall be appointed by the mayor with confirmation by the city council. Members of the Leavenworth planning commission shall reside within the city limits of Leavenworth, except that up to two members may reside outside the city limits of Leavenworth, provided they reside or own property within the urban growth area as depicted by the Leavenworth comprehensive plan. [Ord. 1388 § 1 (Exh. A), 2011; Ord. 1094 § 2 (Exh. A), 1998.]

2.40.020 Term of office.

Following the expiration of the initial term of each position on the planning commission, terms shall be for four years. [Ord. 1094 § 2 (Exh. A), 1998.]

2.40.030 Compensation – Removal.

Vacancies occurring otherwise than through the expiration of terms shall be filled for the unexpired terms. Vacancies shall be filled by appointment by the mayor with confirmation by the city council to fill any portion

of an unexpired term. Members may be removed, after public hearing, by the mayor, with the approval of the city council, for inefficiency, neglect of duty or malfeasance in office. The members shall be selected without respect to political affiliations and they shall serve without compensation. [Ord. 1388 § 2 (Exh. A), 2011; Ord. 1094 § 2 (Exh. A), 1998.]

2.40.040 Secretary designated – Compensation.

The planning commission may designate one of its members to act as secretary, or if requested by the commission, the mayor shall designate a member of the paid staff of the city to serve as secretary. The compensation of the secretary shall be determined by the Leavenworth city council. [Ord. 1094 § 2 (Exh. A), 1998.]

2.40.050 Quorum.

A majority of the membership of the planning commission shall constitute a quorum for the transaction of business. Any action taken by a majority of those present when those present constitute a quorum, at any regular or special meeting of the planning commission, shall be deemed and taken as the action of the commission. [Ord. 1094 § 2 (Exh. A), 1998.]

2.40.060 Powers and duties – Generally.

The planning commission shall have all of the powers and perform each and all of the duties specified by Chapter 35A.63 RCW, together with any other duties or authority which may hereafter be conferred upon them by the laws of the state of Washington, the performance of such duties and the exercise of such authority to be subject to each and all the limitations expressed in such legislative enactment or enactments. [Ord. 1094 § 2 (Exh. A), 1998.]

2.40.070 Duties – Recommendations and reports.

The city council may refer to the planning commission, for its recommendation and report, any ordinance, resolution or other proposal relating to any of the matters and subjects referred to in Chapter 35A.63 RCW and any other laws of the state of Washington, and the commission shall promptly report to the council thereon, making such recommendations and giving such counsel as it may deem proper in the premises. [Ord. 1094 § 2 (Exh. A), 1998.]

2.40.090 Annual report to council required.

The planning commission, at or before its first regular meeting in March of each year, shall make a full report in writing to the city council of its transactions and expenditures, if any, for the preceding year, with such general recommendations as to matters covered by its prescribed duties and authority as may seem proper to it. [Ord. 1094 § 2 (Exh. A), 1998.]

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[1] For statutory provisions regarding planning commissions in general, see Chapter 35.63 RCW.

Prior ordinance history: Ords. 404, 605, 796, 1018 and 1030.