



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 26, 2016 - 6:30 p.m.

Call to Order

Flag Salute

Roll Call

Consent Agenda

1. Approval of Agenda
2. Approval of January 12, 2016 Study Session Minutes
3. Approval of January 12, 2016 Regular Meeting Minutes
4. Approval of January 15, 2016 Special Meeting Minutes
5. 2015 Claims \$133,160.68 / 2016 Claims \$38,143.95

Council Committees -4th Tuesday -

Econ. Dev. 4:00 Finance 5:00

Councilmember and Committee Reports

Mayor/Administration Reports

Comments from the Public on Items Not on the Agenda

Joint meeting with the Planning Commission

Resolutions, Ordinances, Orders and Other Business

1. Action: Acceptance of 2016 Planning Commission Docket
2. Action: Annexation Request Property Owner Discussion – Cascade School District
 - a. Annexation Request – Cascade School District
 - b. Motion to Set a Public Hearing on Annexation Request for Cascade School District
3. Action: Ordinance 1518 – East Pine Street Neighborhood Amendment
4. Action: Chelan County Marijuana Ban
5. Action: Senior Center Service Contracts
 - a. Custodial Services and Attendant
 - b. Evening Closure of Public Restrooms
 - c. Recycle Center Gate and Custodial Attendant
6. Action: Resolution No. 1 – 2016: Authorization/Execution of Loan Agreement Wastewater Facility Plan
7. Action: Ordinance 1519 – 2016 Budget Salary Schedule
8. Action: Mayor Pro Tempore Standing Committee Assignments
9. Action: Mayor Ad Hoc Committee Assignments

Information Items for Future Consideration

Group Funding Applications due by March 1st

Comments from the Public on Items Not on the Agenda

Adjournment

Next Ordinance is 1520 - Next Resolution is 02-2016)

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

1. Acceptance of 2016 Planning Commission Docket

The City Council is being asked to approve the 2016 Docket which is the direction provided by the City Council to the City's Planning Commission on the work plan to be addressed in 2016.

Tonight's joint meeting with the Planning Commission allows for the Council and Commission to study and discuss the "Planning Commission's Docket - 2016 Cycle Amendments." Every year, the Planning Commission works on the City's "Docket." This list of amendments (the Docket) is developed throughout the year from citizen, Council, Planning Commission, and staff comments or requests. The compiled list identifies potential Comprehensive Plan, Zoning Map, Leavenworth Municipal Zoning Code, Leavenworth Municipal Development Code, and miscellaneous Code revisions and/or amendments. The draft docket was reviewed by the City Council at the City Council Study Session held on December 8, 2015.

At the beginning of each new year, the Council conducts a "Special and Joint" Planning Commission Meeting (tonight's meeting), whereby the proposed "Planning Commission Docket" for the "2016 Cycle of Amendments" will be presented. The Council and Commission have this opportunity to review, comment, and deliberate on the Docket.

The Development Services Department has prepared an annotated version of the draft Docket (green comments after the listed topic). The annotations / comments are provided for discussion, to help clarify the topic / amendment, and are an effort to explain the need, history or what may become an amendment. These are not (but may be) recommended solutions for consideration or text for an amendment. The amendments require the Planning Commission deliberation and public vetting process. The amendment may change through the public study and discovery process.

The "Docket" is formatted in separate levels of proposed amendments: 1) High Priority – the intent is to complete within the year of the amendment cycle; 2) Medium Priority – if the items within the "high priority" list is going extremely well, as time allows, these may be completed in the amendment cycle year; and 3) Low Priority – these are kept on the list for consideration, but may not be completed. The progression of an amendment depends upon complexity. For example: the "Regional Wetland / Stormwater Strategy / Management Plan" has many aspects, and is anticipated to take considerable time (18 – 36 months), and may remain on the "Docket" until completion. The Planning Commission and Council may notice that many of the amendments are from the previous cycles. As time goes on, the number of amendments "rolling over" should diminish. Finally, not all amendments need to be a part of this annual amendment cycle. Amendments that are a part of the Comprehensive Plan, development regulations, and any other GMA linked / related changes are processed within this amendment cycle. The Development Services Department has included amendments that can be completed under a differing process; for example: "Essential Public Facilities policy." The inclusion of this type of topic is for tracking purposes and some may "overlap" into the development realm.

All requests for city-initiated amendment proposals from the public must be received by December 31st to be considered for the upcoming year's amendment process. By January 31st of each year, all required application materials for proposed map amendments (excluding the unincorporated portions of the urban growth area) which are not city-initiated (i.e., those which are requested by private persons, organizations, agencies, etc.) must be submitted to the City. Map amendments within the unincorporated portions of the urban growth area that are not required to be initiated by the City shall be submitted to Chelan County per the requirements outlined in the Chelan County Code. The Docket includes a "place holder" for such applications.

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

- 2016 Docket
 - **MOTION:** *The Leavenworth City Council moves to approve the 2016 Planning Commission Docket, and tasks the Planning Commission to proceed with the amendment process.*

2. Annexation Request Property Owner Discussion – Cascade School District

a. Annexation Request – Cascade School District

The City Council is being asked to continue the annexation process for the land owned by the Cascade School District and have the meeting with the property owners to determine:

- a. If the City will accept the annexation;
- b. Whether the City will accept, reject, or geographically modify the proposed annexation;
- c. Whether it will require the simultaneous adoption of a proposed zoning regulation;
- d. Whether it will require infrastructure improvements and right of way resolution;
- e. Whether it will require transfer of water rights; and
- f. Whether it will require the assumption of all or any portion of existing city indebtedness by the area to be annexed.

The Council will record its action into the record.

Mr. Bill Motsenbocker, Superintendent for and representing the Cascade School District, proposes to construct a new Elementary School for the Cascade School District and has requested annexation into the City on behalf of the Cascade School District. The property is located at 12240 Pine Street, Leavenworth, WA, 98826: Section 02, Township 24 N, Range 17 E. and, identified as Chelan County Assessor's parcel no. 241701320100. The facility will be a 48,000 square foot building (two story) on a 6.4 acre site and will include all site and utility infrastructure associated with the development. The project will also include new onsite pedestrian and vehicle circulation, sidewalks, parking and drop-off zones, asphalt playground, lawn play field, and landscape planters. Necessary utility infrastructure to support the proposal will be constructed.

Bill Motsenbocker submitted a letter of intent on August 13, 2015 for annexation, and the Cascade School District is owner of not less than 10% in assessed value of the approximately 6.41 acre property sought for annexation. On September 8, 2015, the City Council continued the discussion of the annexation to a date certain of October 13, 2015. On October 13, 2015 and upon request by Mr. Bill Motsenbocker, the Leavenworth City Council rescinded the Cascade School District Annexation Request until further request by the School District. After ongoing discussions with the Cascade School District and Chelan County, the School District has requested that the annexation process be reinstated for this parcel of property. An annexation agreement in the petition format has been prepared and the Cascade School District will be discussing the agreement with the Cascade School District Board Members on Monday evening. Staff or the applicant will provide an update on that meeting to the Council on Tuesday evening.

The efforts of the City and School District, through the course of these negotiations the past several months, has been to assist the School District in their efforts on the design and development of the new

elementary school and the beneficial use of this property; equally, the effort of the negotiations was to assist the City in securing the right-of-way on Pine Street and securing a level of financial assistance by the School District for the improvements necessary on Pine Street. The draft annexation agreement achieves these outcomes. Staff is recommending consideration and approval of the agreement by the City Council providing that the Cascade District School Board is also in agreement. The agreement has been reviewed and approved as to form by the City Attorney.

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

- Petition for annexation
- Exhibit A - Annexation Legal Description
- Exhibit B – Annexation Boundary
- Zoning Map

- **MOTION:** *The Leavenworth City Council moves to: 1) accept for annexation the approximately 6.4 acre property located at 12240 Pine Street, Leavenworth, WA, 98826: Section 02, Township 24 N, Range 17 E and, identified as Chelan County Assessor's parcel no. 241701320100; 2) retain the existing zoning; 3) require transfer of water rights; 4) require infrastructure improvements and right of way resolution as described within the Petition for annexation; and 5) require the assumption of all or any portion of existing city indebtedness by the area to be annexed.*

b. Motion to Set a Public Hearing on Annexation Request for Cascade School District

Upon motion to accept annexation, the City Council is being asked to set a public hearing for February 9, 2016 at 6:45 PM and provide notice specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation. The notice is to be:

1. Published in one or more issues of a newspaper of general circulation in the City; and
2. Posted in three public places within the territory proposed for annexation.

During the City Council Public Hearing, the City Council:

- a. Gives proponents and opponents an opportunity to speak; and
 - 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 County Commissioners of the county in which the annexed property is located.
- **MOTION:** *The Leavenworth City Council moves to set a Public Hearing on the Cascade School District annexation request for February 9, 2016 at 6:45 PM.*

3. Ordinance 1518 – East Pine Street Neighborhood Amendment

The Leavenworth City Council is being asked to adopt Ordinance 1518. Ordinance 1518 repeals Ordinance 1516 amending the annexation territory to include rights-of-way on Pine Street, Cone Avenue, and the alleyway to the north.

On January 14, 2016, the Chelan County Public Works Department provided the City a GIS map of the City Limits as found behind Tab 3; and stated: "The city limits are shaded violet, the new city annexation area is shaded yellow and right-of-way shown as white is county right-of-way. This illustrates, according to the GIS map, the new annexation is an island of city surrounded by county right-of-way. The city limits end near the center of Pine Street, the center of Cone Street and do not include the platted alley north of the annexation area."

The Chelan County Public Works Department requested that the City include the county right-of-way, and correct the recent annexation.

The City's mapping of the City Limits shows Pine street, Cone Avenue, and the alleyway to the north within the City Limits. This depiction is contrary to Chelan County Public Works Department mapping of the City Limits. The City's mapping complies with RCW 35A.14.410 for incorporation of rights-of-way, and was a basis to move forward with Ordinance 1516. The Development Services Department desires to foster and continue a positive relation with the Chelan County Public Works Department; therefore; is forwarding the County's request to the Council.

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

- Ordinance No. 1518 – East Pine Street Neighborhood Annexation Amendment
- New annexation territory map
- **MOTION:** *The Leavenworth City Council moves to adopt Ordinance No. 1518 amending the East Pine Street Neighborhood Annexation territory described as Varney's Block 2 Lots 1 - 10 to include rights of way on Pine street, Cone Ave., and the alleyway to the north.*

4. Chelan County Marijuana Ban

The City Council is being asked to respond to Chelan County's proposed ban on I-502 production and processing of licensed marijuana producers and/or processors (Liquor Control Board (WSLCB) licensing). On January 13, 2016, the Chelan County Community Development Department provided notice and intent information on the below and asked that all the Cities provide feedback and/or their position on the topic due to the fact that the ban will affect the Urban Growth Areas (UGA):

"Production and processing of any marijuana or cannabis products, all as defined pursuant to RCW 69.50 and 69.51A, are each prohibited and not allowed in any zone within the unincorporated areas of Chelan County".... and

"Marijuana or cannabis production and processing uses conducted pursuant to Chapter 69.50 RCW or Chapter 69.51A, and associated structures, are hereby declared nonconforming and are banned in unincorporated Chelan County pursuant to Sections 11.04, shall cease, abate, and terminate on or before March 1, 2017. Said uses and associated structures are not eligible for remodeling, alterations, repairs, expansion, or intensification."

Initiative 502 (I-502) was passed by the voters of the State of Washington, and of Chelan County in November 2012, providing a framework under which marijuana or cannabis producers, processors and retailers could become licensed. The Washington State Liquor Control Board, now known as the Washington State Liquor and Cannabis Board (WSLCB), adopted rules governing the licensing and operation of marijuana or cannabis producers, processors and retailers.

In response and at the September 24, 2013 City Council meeting, the Leavenworth City Council moved to direct the Development Services Manager, with consultation with the City Attorney, to adopt a moratorium and study I-502 Recreational Marijuana. During the October 22, 2013 City Council meeting, the Council adopted Ordinance 1458, adopting a six (6) month moratorium within the City of Leavenworth on the establishment, siting, location, permitting, licensing or operation of marijuana cultivation, production of marijuana derivatives, and the sale of marijuana or marijuana derivatives or any other activities asserted to be authorized or actually authorized under Washington State Initiative No. 502 or any other laws of the State of Washington.

Ordinance 1458 expired on April 21, 2014. During the April 8, 2014 Study Session meeting, the Council discussed the course of action regarding I-502 Recreational Marijuana. On April 8, 2014, Councilmember Molohon motioned to prohibit Liquor Control Board licensed marijuana retailers, producers and/or processors. The motion was seconded by Councilmember Lak. The City Council continued a vote on a motion until the date certain time of April 22, 2014.

During the April 22, 2014 City Council meeting, the Council deliberated on the choice to take no action rather than actually banning; however, by taking no action this would allow Leavenworth's current codes for business license applications to address a denial of the application due to the requirement of compliance with federal laws. The Leavenworth City Code, regarding business licensing, specifically states that the licensee must comply with, local, state and federal law. The Council discussed allowing the existing moratorium to expire and to take no action in changing the Leavenworth Municipal Code in regard to business licensing; the Federal, State, and local laws are conflicting; and until the Federal Government makes a clear decision, Leavenworth's current codes for business licensing addresses I-502 Recreational Marijuana.

On April 22, 2014, Councilmembers Molohon and Lak withdrew their motion; Mayor Farivar asked for a motion from the Council. She said if she hears nothing, they will allow the business license ordinance to do its job. Hearing no motion Mayor Farivar moved onto the next item.

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

- Chelan County Staff Report
 - Chelan County proposed code amendments
 - **MOTION:** *The Leavenworth City Council moves to state its position to Chelan County being:*
 - a) *Support the County's Ban* _____.
 - b) *Oppose the County's Ban* _____.
 - c) *No position* _____.
- OR
- d) *Encourage the County to be consistent with the City's business license ordinance; and licensed marijuana retailers, producers and/or processors must comply with, local, state and federal law* _____.

5. Senior Center Service Contracts

The City Council is being asked to approve three (3) individual Professional Services Agreements (PSA) with the Leavenworth Senior Center beginning on January 1, 2016. The City has contracted with the Senior Center for several years in order to assist the Parks Department with weekend and festival restroom monitoring, cleaning, and evening facility lock-up. These agreements and their subsequent implementation, have been by all estimations, a complete success in enabling the City to provide a higher level of service in our parks while allowing employment opportunities to local seniors; and an opportunity for additional funding to be provided to the Senior Center. In 2014 an agreement was added for a gate and custodial attendant for the hours of operation at the City's Recycling Center. With the approval of Council, the PSA's will continue from year to year, unless sooner terminated, subject to annual review and update by the City of Leavenworth. In 2015 the monitoring at the Water Front Park location was eliminated and the restroom monitoring at the Lions Club Park location during specified festivals and events was added. The contract renewals reflect a 2016 wage increase of \$0.10 cents per hour.

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

- PSA Senior Center – Custodial Services and Attendant
- PSA Senior Center – Evening Closure of Public Restrooms
- PSA Senior Center – Recycle Center Gate and Custodial Attendant

a. Custodial Services and Attendant

- **MOTION:** *The Leavenworth City Council moves to approve and authorizes the Mayor to sign the Professional Services Agreement with the Leavenworth Senior Center for Custodial Services and Attendant.*

b. Evening Closure of Public Restrooms

- **MOTION:** *The Leavenworth City Council moves to approve and authorizes the Mayor to sign the Professional Services Agreement with the Leavenworth Senior Center for Evening Closure of Public Restrooms.*

c. Recycle Center Gate and Custodial Attendant

- **MOTION:** *The Leavenworth City Council moves to approve and authorizes the Mayor to sign the Professional Services Agreement for the Leavenworth Senior Center for Recycle Center Gate and Custodial Attendant.*

6. Resolution No. 1 – 2016: Authorization/Execution of Loan Agreement Wastewater Facility Plan

The City Council is being asked to approve Resolution No. 1 – 2016 which authorizes the Mayor to execute a loan agreement with the Department of Ecology (DOE). The loan agreement is for \$98,530 for a five year term at 1.2 percent interest rate and an additional \$98,530 for a Forgivable Principal Loan which will not require repayment. These funds were awarded to the City through the Clean Water State Revolving Fund (CWSRF) and are to be used for the development of the Sewer Plan / Wastewater Facility Plan. The Department of Ecology has requested this resolution as part of their agreement/contract approval process.

This project was initiated by the City Council in June of 2014 with the selection of Varela & Associates and the approval of a consulting contract for \$50,900. The contract was to initiate

discussions with the DOE on addressing the Total Maximum Daily Load (TMDL) Phosphorus reduction necessary under the City's National Pollutant Discharge Elimination System (NPDES) permit and to assist the City in developing a funding source for the project. While the discussions regarding the calculations of daily phosphorous loading have been slow in progressing, Mrs. Chantell Steiner and the City Administrator made a presentation to the DOE at the annual Infrastructure Assistance Coordinating Council (IACC) Conference in October of 2014 requesting consideration for funding of this project; a full funding application was then completed in November of 2014 and the City received notification of the funding award in July of 2015.

Also provided with this report is the year end progress report submitted by the City to the Department of Ecology. The report provides some insight into the TMDL requirements and why the methodology used in calculating the phosphorous output has significant implications on the design of capital improvements required at the waste treatment plant and/or the ongoing daily operational costs of the plant. While these discussions are ongoing; as more information becomes available we will schedule a time for the Council to discuss the ramifications with the consultants, Varela & Associates.

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

- Resolution No. 1 – 2016 Authorization/Execution of Loan Agreement Wastewater Facility Plan
- DOE Draft Agreement Template
- Year End Progress Report – December 2014

- **MOTION:** *The Leavenworth City Council moves to approve Resolution No. 1 – 2016 Authorizing the Mayor to execute the Loan Agreement with the Department of Ecology for Financing the Leavenworth General Sewer Plan / Wastewater Facility Plan.*

7. Ordinance 1519 – 2016 Budget Salary Schedule

The City Council is being asked to approve Ordinance 1519 approving the 2016 Salary Schedule for the 2015 - 2016 Biennial Budget. The Administration Department is tasked with Union related negotiations on behalf of the City. This contract has typically been done as a 3-year contract which allows the City some flexibility and accuracy in creating the budget but also allows for slight changes in the economy to be addressed in a timely manner. Negotiations are a lengthy process that typically begin about mid-year of the final year of the contract and is negotiated prior to the end date of the contract (December 31). Due to the 6-month process that this takes, it makes financial sense to negotiate every three years rather than yearly or every other year, and in cases of recession a contract would be challenging to budget and achieve any longer than three years.

The Ordinance being presented this evening, with the recommendation by the City Administrator, includes wage adjustments for non-union represented employees as well as the Union represented employees. The Union wage rates were negotiated in 2015 and approved by the City Council with the ratification of the 2016 – 2018 Labor Agreement in December of 2015. The average increase for the Union wages negotiated came to an increase of approximately 3% overall, with a 1.5% wage increase and the adjustment to Step Increases for “time in grade”. Future year annual cost of living (COL) increases were limited to 1.5%. The 3% overall increase in 2016 aligns well with the 2015-2016 Budget that was adopted by the City Council in 2014; the estimated increase for 2016 at the time of the budget development was 3%. Based on this average increase of 3% of the Union Contract for 2016 and the adopted budget for 2016, the Administration is requesting 3% for non-union represented

employees. These positions include the Finance Director, Public Works Director, Development Services Manager, and Executive Assistant. The City has a very talented and skilled collection of employees throughout the City employment ranks; the 3% increase for the non-represented employees is consistent with the wage adjustments for bargaining unit employees. The Administration appreciates the work completed, leadership provided, and responsibility accepted by these individuals. The recommended rates for non-union represented positions are included by employee positions as noted on Exhibit B.

The following item is included under **TAB 7:**

- Ordinance 1519
 - **MOTION:** *The Leavenworth City Council moves to adopt Ordinance 1519 setting the 2016 Salary Schedule for the 2015 -2016 Biennial Budget.*

8. Mayor Pro Tempore Standing Committee Assignments

The City Council is being asked to confirm Mayor Pro-Tempore Wilson's appointments of City Council Members to the Council Standing Committees of Public Works, Public Safety, Parks, Economic Development, and Finance. Under the authority provided in RCW 35A.12.120, the City Council may enact rules and regulations to govern the conduct and operations of the City Council. This authority includes the ability to determine if and when standing committees will be utilized, what the committees will be, how they will conduct their business, and how their members will be appointed. Under Resolution 1-2012 Section 4, the City Council Procedures and Rules; the Mayor Pro-Tempore makes appointments to the standing committees with confirmation by the City Council.

The following items are included under **TAB 8:**

- RCW 35a.12.120
- Resolution 1-2012
- 2016 Appointments to the City Council Standing Committees
 - **MOTION:** *The Leavenworth City Council moves to confirm the City Council appointments by Mayor Pro-Tempore Wilson to the City Council Standing Committees for 2016.*

9. Mayor Ad Hoc Committee Assignments

The Council is being asked to reconfirm Mayor Farivar's appointments to the Ad Hoc Committees and City representatives to other agencies where City representation is necessary. The City has various representatives on local and regional boards; the City's past practice is for the Council to review and confirm the Mayoral appointments.

- a. The City Council is being asked to reconfirm the Mayoral appointments of Council Member Bob Francis, Council Member Margaret Neighbors, and Mike McComas to the Festhalle Oversight Committee. Mr. McComas's appointment is for a three year term, Council Member Francis's position will expire in 2018, and Council Member Neighbors's term will expire in 2017.
- b. The second motion is to confirm the appointment of City Administrator Joel Walinski to the Festhalle Oversight Committee. Mr. Walinski would be the Mayor's Representative on the Festhalle Oversight Committee; this appointment is made annually.

- c. The final motion is a confirmation of the Mayor's appointment to Ad Hoc Committees and City Representative Assignments. The appointment to these committees is at the discretion of the Mayor; the confirmation by the City Council is to confirm that Council has reviewed the Mayor's appointments.

The following items are included under **TAB 9**:

- 2016 Appointments to the City Council Ad Hoc Committees
- Festhalle Oversight Committee Membership
 - **MOTION 1:** *The Leavenworth City Council moves to confirm the Mayor's appointment of Councilmember Robert Francis, Councilmember Margaret Neighbors, and Mr. Mike McComas to the Festhalle Oversight Committee for a term of three years.*
 - **MOTION 2:** *The Leavenworth City Council moves to confirm the Mayor's reappointment of Joel Walinski to the Festhalle Oversight Committee for a term of one year.*
 - **MOTION 3:** *The Leavenworth City Council moves to confirm the Mayor's appointments to Ad Hoc Committees and the City Representatives on other agency boards.*

Planning Commission Docket
2016 Cycle of Amendments

TAB 1

High Priority – Should be completed by January 2017 (within the 2016 amendment cycle)

1. City Map Amendments.

The Pine Village KOA property will need a Comp Plan amendment (KOA: R - TC). The Comp Plan needs to be updated to reflect the zoning established by annexation.

"Split Zoning" clean-up city-wide. Alleys as delineators.

2. Private Map, Plan, and Code amendments (application dependent).

Ida Allen Trust Rezone from RL6 to LI

TBD - awaiting submittals. Willkommen Village

3. Finalization of the Regional Wetland / Stormwater Strategy / Management Plan.

PC will help develop the master plan. This will include public outreach and CC participation.

4. Economic Development Element review and update.

Over the recent few years, the City has been "whittling down" each element in advance of the mandated deadline to reduce workloads. Include goals to support economic development which may include: Live/work units, Incubator sites, Home Occupation, Commercial Recreation and more.

5. Mandatory Comp Plan and development regulations update.

Every county and city in the state is required to conduct a periodic update of its comprehensive plan and development regulations (RCW 36.70A.130). Chelan County and its Cities are scheduled for 2017. For example, clean up loose ends from the Housing and Capital Facilities Elements.

6. LMC - Residential uses review and update.

Evaluate Overnight / Vacation Rentals in the residential neighborhoods; Review and study the allowed listed uses; Study substandard lot (less than 60ft) and building size ratio; and ADU / duplex.

7. LMC - Tiny Homes / Tiny Dwelling Units

Trend to address and be proactive? Additionally, address Park Models in Pine Village KOA.

8. Transportation Element update - Future Streets Map.

"Grid" Streets update (future street map - addition of streets).

9. LMC - Allow Bed and Breakfast in the Commercial Districts.

Study B&B as an allowed use in the Commercial District, and what standards and permitted outright, or consistently applied CUP?

10. LMC - Sign Code Update

Update necessary to address Reed v. Town of Gilbert, 576 U. S. (2015). The U.S. Supreme Court held that a town sign code that treats various categories of signs differently based on the information they convey violates the First Amendment.

11. LMC - Update the OWBAT Substantial Alteration threshold.

Exempt sprinkler costs or other similar life safety improvements from the calculations of substantial alterations.

12. Clarify distinction of Duplex and new ADU regulations.

With the update of the ADU regulations, how is such differing from a Duplex, and should an ADU be allowed to be placed with a Duplex creating a four-plex?

13. LMC and Comp Plan - Create "forgiving fees" LMC and/or "forgo fees" option.

Create the option for the Council to forgive or forgo fees to support or subsidize City desired projects.

Medium Priority- May be completed in the 2016 amendment cycle, as time allows

1. LMC - Create and review "Short Term Adult Care Facility."

Define the use, determine permitting level, and determine the appropriate zoning district(s).

2. LMC - Create a use matrix and remove standards within definitions.

Modify the allowed uses lists into a chart.

3. LMC - Definitions - consolidation (Compile definitions of LMC Title 21 and Title 18).

For ease of use definitions can be consolidated into one section of the LMC. In addition, the existing LMC uses same terms with differing definitions.

4. LMC - Chapter 14.14 - private driveway.

Reduce from 20ft to 16ft paved surface, and deviation option to reduce to 14ft. Regardless, 2ft compacted gravel shoulders.

5. Wildfire Plan

Planning project to incorporate wild fire prevention measures within the planning documents and city code for Leavenworth and the Urban Growth Area.

6. LMC - Local Improvement Districts

Local Improvement Districts (LIDs) are a means of assisting property owners in financing needed capital improvements through the formation of special assessment districts.

7. Open Space Permitting - Private Parks

Clarify and allow events and festivals in private parks and/or private open space. Amphitheater and more?

8. LMC - Phased Major Subdivisions

Clarify and allow? Establish form and mechanism. Careful review to address the potential for "allocating ERUs" that would be detrimental to other 'timely' (current and active) development.

Low Priority – Keep on the list, and if High and Medium Priority items are completed, then begin

1. LMC - Swimming pools.

Accessory uses do not list swimming pools, but the Department policy is to allow them as accessory uses to residential units. This is true for Motels, Hotels, Bed/Breakfast, and other similar lodging facilities.

2. LMC - Review the LMC regarding Festival and Event Standards (Public and Private Property).

The Department applies (regularly) protective conditions either administratively or through SEPA regarding construction activity to reduce or remove impacts to known festivals, events and weekends. This may need to be considered for incorporation in the LMC.

3. LMC - change the parking standards to reflect "enclosure" and area calculations.

Current LMC excludes uncovered areas in floor area calculations. this may be acceptable for many

occasions, but does not address the number of people to accommodate parking needs of a development. Also, "lot coverage" may be impacted by definition of floor area.

9. LMC - Update the Transient Business License standards and/or add "Limited fruit stands or other similar stands."

Consider and study of such to determine if it can be allowed (or not) where and when (duration). For Example: Limit the size and number: 50 sqft or % if private property is available. NO mobile food or other trucks / trailers / etc.

2016 Amendments outside of the annual Comp Plan PC/CC Cycle, Policies, and other actions

1. Upon completion of the Regional Wetland / Stormwater Strategy / Management Plan, create the interim Stormwater Policy / Standard Operating Procedures to bridge the gap of developing new LMC to implement Plan.
2. LMC - Update and revise provisions for “Overnight Camping” (including RV).
3. LMC - Title 5 and/or 18 - Zoning and/or Business License regulations - add tour businesses, vehicular, walking, other and standards (such as loading, unloading from private property, limitation of walking group size (or determined through SUP), limitation of 2 commercial vehicles in core at any time, signage, etc).
4. LMC - Business License amendments study - 5.04.07 (J): need business license for all commercial operations in the city regardless of permit.
5. LMC - Study requirement of a security (bond) for issuance of Temp C of O. Bond for 150% of construction costs to complete and bonding for longer durations 5-years.
6. Noise Code update
7. Essential Public Facilities policy
8. Sidewalk Use and hazards - Policy or LMC

The annotations / comments are provided for discussion and clarity of the topic. These are not (but may be) solutions or final amendments. The amendments require development through the Planning Commission deliberation and public vetting process. The annotations may change through the study and discovery process. In fact, after study and review, an item may not be recommended for approval. The PC considers all public comments in their deliberations and actions, and incorporates such comments into the amendments, as appropriate.

**PETITION FOR ANNEXATION
TO
THE CITY OF LEAVENWORTH, WASHINGTON**



(RCW 35A.14)

**TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LEAVENWORTH,
WASHINGTON**

The undersigned, being the owners as defined in RCW 35A.01.040 (9) (a) through (d), of not less than sixty percent (60%) in value, according to the assessed valuation for general taxation of the property for which annexation is petitioned, do hereby petition that such territory be annexed to and made a part of the City of Leavenworth, Washington, under the provisions of RCW 35A.14 et seq, and any amendments thereto, of the State of Washington.

The territory sought to be annexed is legally described on the attached Exhibit A which is incorporated herein, which legal description complies with RCW 35A.14.410. A map outlining the boundaries of the real property sought to be annexed is attached hereto and marked Exhibit B and is incorporated herein.

The City Council of the City of Leavenworth met with the initiating parties at a regular, open public City Council meeting on the 8th day of September, 2015, and on the _____ day of January, 2016 and determined that the City would accept the proposed annexation on the conditions set forth below:

1. The City would require the assumption of City indebtedness by the area proposed to be annexed.
2. The undersigned have been informed and will be required, in accordance with applicable Leavenworth city ordinances, prior to annexation, to transfer to the City of Leavenworth their present water rights, unless otherwise agreed with the City, as a condition of annexation. The terms and conditions of the transfer of the water rights to the City of Leavenworth pursuant to this annexation shall be set forth in a written agreement or agreements approved by the City Council prior to annexation.
3. The property will be zoned Low Density Residential 6,000 (RL6).
4. The initiating petitions agree not to contest that the northern Pine Street Right of Way (ROW) line lies 30 feet north from the 16th Section Line and will clear and convey ROW to the City to that line without charge if required by City.
5. The City requires the Cascade School District to provide two hundred thousand dollars (\$200,000) as the contribution towards the infrastructure improvements to include, but are not limited to, all street and frontage improvements necessary to support the proposed elementary school; and the completion of the full uninterrupted length of 1/2 street improvements required for Pine Street. Except for ROW as set out in 4 and improvements as set out in 6, City shall not require Cascade School District to contribute any other funds or improvements to the development of Pine Street.
 - a. These funds will be used by the City of Leavenworth within five (5) years from the date

of annexation for the improvements to Pine Street noted above.

6. The School District would be required to complete the following necessary improvements within five (5) years from the date of annexation:
 - a. Any necessary water and/or sewer utility transmission lines necessary to serve the property.
7. The City of Leavenworth agrees to retain and allow the non-conforming status of existing single family residence, and further agrees that the portion of the garage and second floor of existing home may remain in place for the conversion to the Cascade School District administrative office subject to the removal of any part of the structure that is within six (6) feet of the recognized ROW line in item Number 4 of this agreement.. The City and School District agree to cooperate as necessary to insure that the Cascade School District property is a legal parcel
8. The City of Leavenworth agrees to assist the Cascade School District in the development of the proposed elementary school which may include a requirement of off-site wetland mitigation. The City has offered three potential receiver sites for such mitigation. The City would retain ownership and long-term stewardship, and the Cascade School District would be responsible for construction and monitoring for up to five years if required. Upon acceptance of this Petition and its conditions, the parties agree to work on Development Annexation Agreement concerning the conditions set out in this Petition and including the location, development, construction, monitoring and use of the wetland mitigation area described specifically in this paragraph.

The above conditions are disclosed by the minute entry regarding the same in the minutes of the Leavenworth City Council meeting on the _____ day of _____ 2016.

WHEREFORE, the undersigned petition the City of Leavenworth, Washington as follows:

(a) That appropriate action be taken to entertain this petition, fixing a date for a public hearing, causing a notice of the hearing to be published in one or more issues of the Leavenworth Echo and causing notice of the hearing to be posted in three public places within the territory proposed for annexation, specifying the time and place of such hearing, and inviting interested persons to appear and voice approval or disapproval of such annexation; and

(b) That appropriate action be taken to complete a Development Annexation Agreement; and

(c) That following such hearing, the City Council determine by ordinance that such annexation shall be made, that such property annexed shall become a part of the City of Leavenworth, Washington subject to its laws and ordinances then and thereafter in force, and the terms of the Development Annexation Agreement and the conditions set out in this Petition.

The petitioners subscribing hereto agrees that all property within the territory hereby sought to be annexed shall be zoned Low Density Residential 6,000 (RL6) and shall be assessed and taxed at the same rate and on the same basis as other property within the City of Leavenworth, Washington, including assessments or taxes in payment of any bonds issued or debts contracted prior to or existing at the date of annexation.

WARNING

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

ADDRESS OF PARCELS INCLUDED WITHIN THIS ANNEXATION AGREEMENT:

12240 Pine St.

Date

Signature of Petitioner

Tax Parcel No.

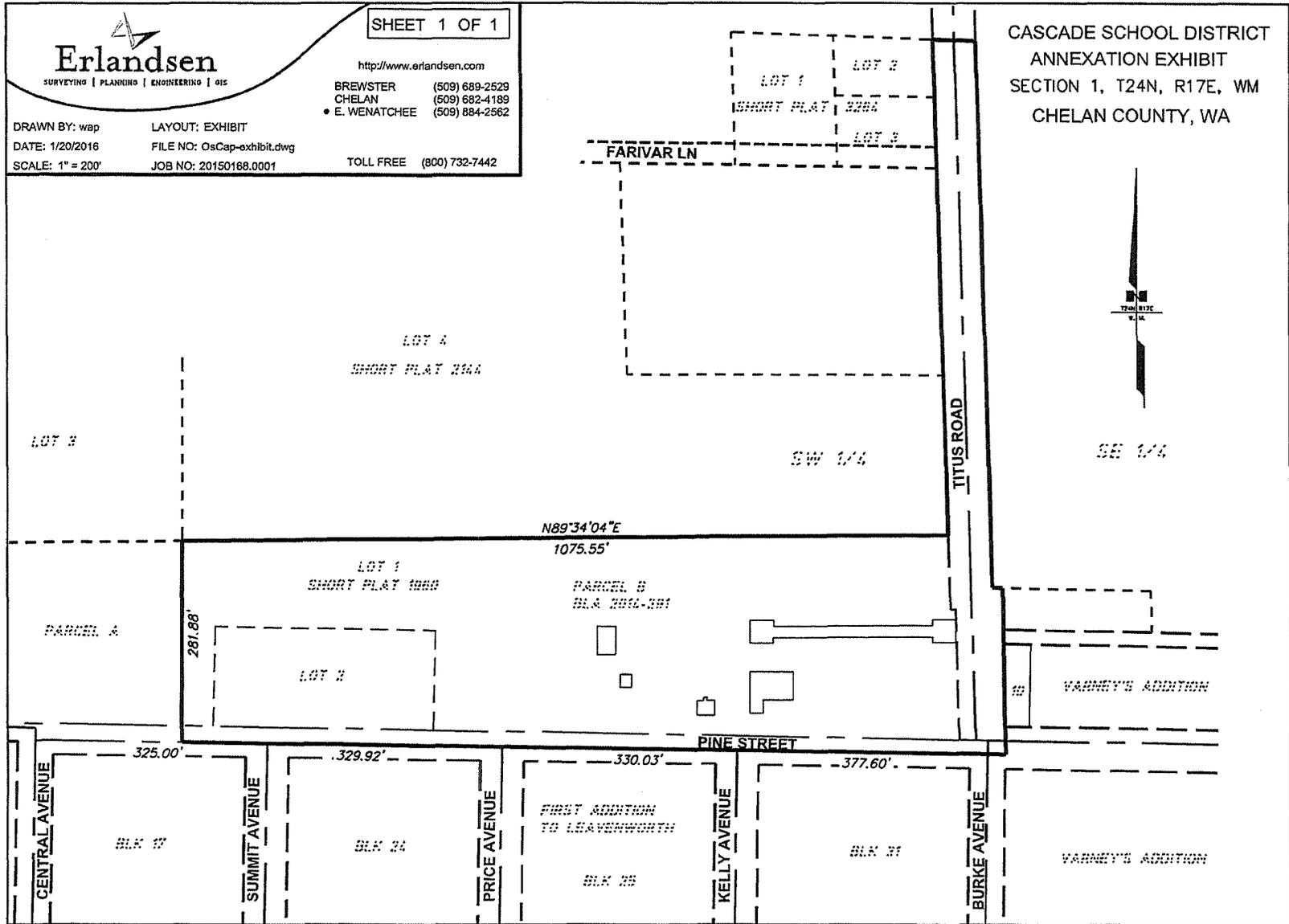
CASCADE SCHOOL DISTRICT ANNEXATION DESCRIPTION

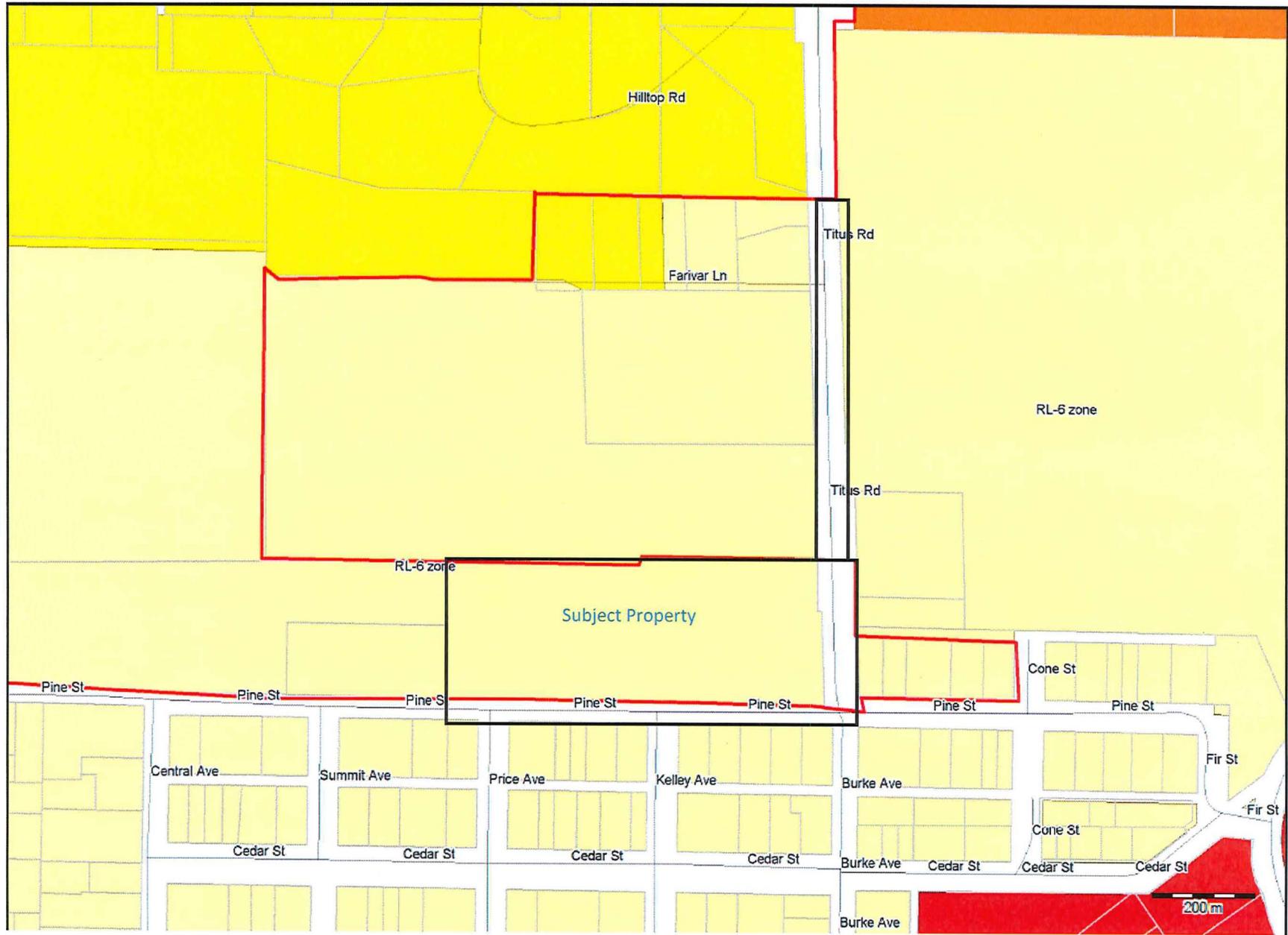
That portion of Lots 1 and 2, as delineated on Scamahorn Short Plat No. 1960, Chelan County, Washington, recorded March 20, 1990, in Book SP-7 of short plats, pages 7 and 8, lying East of the following described line:
Beginning at the Southwest corner of Lot 4 of the Jack Brender Short Plat No. 2144, Chelan County, Washington, recorded November 8, 1990 in Book SP-8 of short plats, page 15; thence extending the West line thereof South 0°10'35" West 243.84 feet to the North line of Pine Street as measured 15.00 feet North of the East-West center line of the Southwest quarter of Section 1, Township 24 North, Range 17 East of the Willamette Meridian,

TOGETHER WITH that portion of a county road known as Pine Street lying North of of those monuments established for the plat of First Addition to Leavenworth as set by Arvid Grant and Associates for the City of Leavenworth, bounded on the West by the Southerly extension of the above described line and bounded on the East by the Southerly extension of the East line of the right of way of a county road known as Titus Road.

ALSO TOGETHER with that portion of the right of way for county road known as Titus Road bounded on the North by the Easterly extension of the North line of Lot 3 of Short Plat No. 3284 to the East line of said Titus Road and bounded on the South by the North right of way line of a county road known as Pine Street.

Excluding any areas already annexed into the City of Leavenworth.





**ORDINANCE NO. 1518
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, ADOPTING ZONING REGULATIONS FOR THE ANNEXED PROPERTY, AND REPEALING ORDINANCE NO. 1516.

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

Section 1. Ordinance No. 1516 is hereby repealed in its entirety.

Section 2. The City Council of the City of Leavenworth desires to amend the annexation territory to include rights of way on Pine Street, Cone Ave., and the alleyway to the north.

Section 3. On January 14, 2016, the Chelan County Public Works provided the City a GIS map of the City Limits; and stated: "This illustrates, according to the GIS map, the new annexation is an island of city surrounded by county right-of-way. The city limits end near the center of Pine Street, the center of Cone Street and do not include the platted ally north of the annexation area." The City's mapping of the City Limits shows Pine Street, Cone Ave., and the alleyway to the north within the City Limits. This depiction is contrary to Chelan County Public Works Department mapping of the City Limits. The City's mapping complies with RCW 35A.14.410 for incorporation of rights-of-way, and a basis to move forward with Ordinance 1516.

Section 4. 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, together with the rights of way for Pine Street, Cone Ave. and the Alley adjacent to Varney's Block 2, Lots 1 through 10, 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 5. 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 6. 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 7. 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 8. 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 9. 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 26th 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. 1518 (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 26, 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

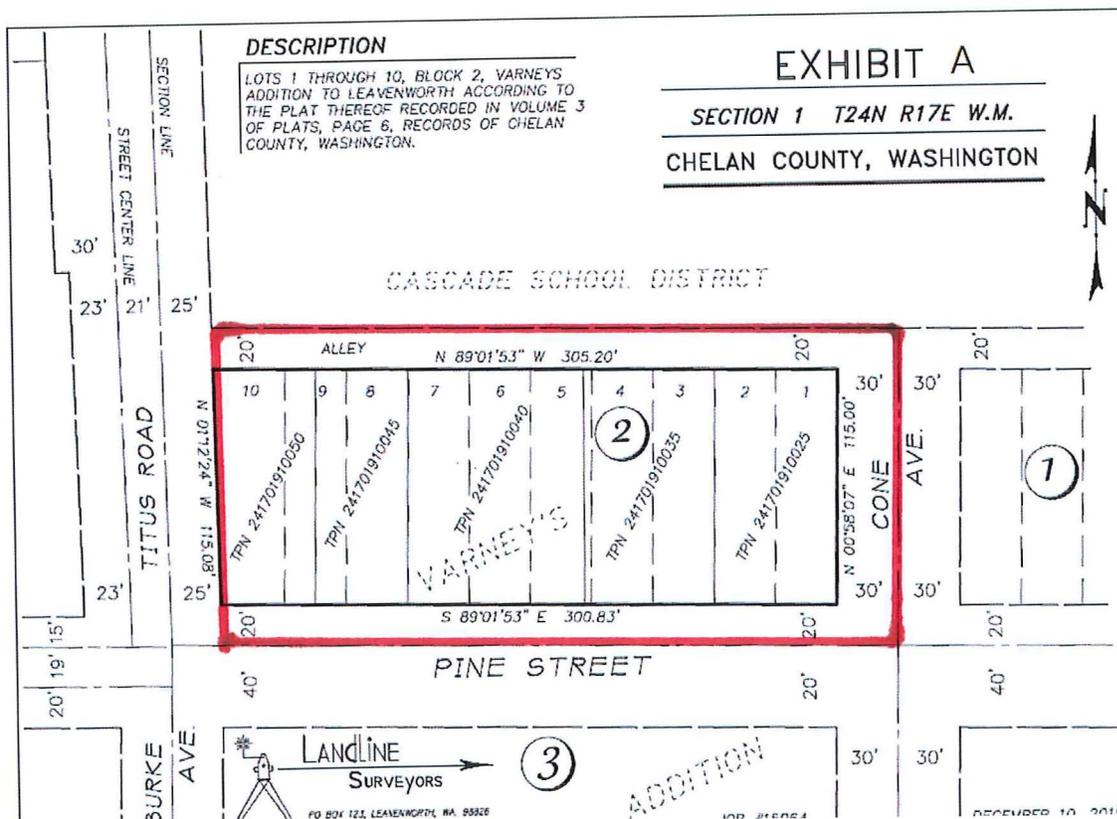
2. A quorum of the members of the City Council was present throughout the meeting and a majority of those members present voted in the proper manner for the passage of the Ordinance.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of January, 2016.

CITY OF LEAVENWORTH, WASHINGTON

Chantell Steiner, City Clerk

The real property in Chelan County, Washington, described hereto, as Varney's Block 2 Lot 5 Lots 5-7 Less E 3.11' Lot 5, together with Varney's Block 2 Lot 3 Lots 3-4 & E 3.11' Lot 5 together with Varney's Block 2 Lot 10 W 1/2 Lot 9 (BLA 2011-185), together with Varney's Block 2 Lot 1 Lots 1-2, together with Varney's Block 2 Lot 8 E 1/2 Lot 9, together with the rights of way for Pine Street, Cone Ave. and the Alley adjacent to Varney's Block 2, Lots 1 through 10, contiguous to the City of Leavenworth, Washington.





CHELAN COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
 316 WASHINGTON STREET, SUITE 301, WENATCHEE, WA 98801
 TELEPHONE: (509) 667-6225 FAX: (509)667-6475

STAFF REPORT

TO: Chelan County Planning Commission
FROM: Chelan County Community Development
DATE: January 15, 2016
PROPOSAL: Proposed Text Amendments Related to Prohibiting Marijuana or Cannabis Production and Processing, Prohibiting Collective Gardens, Declaring Nonconforming Uses and Mandating Cessation of Marijuana or Cannabis Production and Processing Within One Year

I. OVERVIEW

Initiative 502 (I-502) was passed by the voters of the State of Washington, and of Chelan County, in November 2012, providing a framework under which marijuana or cannabis producers, processors and retailers could become licensed. The Washington State Liquor Control Board, now known as the Washington State Liquor and Cannabis Board (WSLCB), adopted rules governing the licensing and operation of marijuana or cannabis producers, processors and retailers.

Chelan County responded by adopting interim land use regulations and official controls, by Resolutions 2013-73 and 2013-88. After review of State procedures, the County adopted a resolution terminating the prior resolutions and acknowledging the State's licensing process (see Resolution 2014-5).

Furthermore, the County amended the District Use Chart and agricultural definitions to clarify types of agricultural activities (see Resolution 2014-38). However, the County did not adopt specific regulations governing the placement or criteria for placement of marijuana or cannabis activities.

Changes in State law in 2015, specifically HB 2136 and SB 5052, removed or lessened some of the initial regulations contained in I-502 on October 12, 2015. The County was made aware of these changes by letter from the WSLCB dated September 23, 2015. The County adopted a moratorium on September 29, 2015; Resolution 2015-94, to research and analyze the level and types of regulations which may be necessary to address changes in State law.

The Board of County Commissioners conducted a public hearing on November 10, 2015, regarding the moratorium. At that Hearing numerous negative impacts, based on existing production and processing operations, were identified that had not been fully known previously. The result of the Hearing and research has led to the conclusion that the ban of marijuana or cannabis production and processing should be considered.

This staff report reviews the proposed amendments to the Chapters 11.04; District Use Chart and Chapter 11.97; Nonconforming regulations. This proposal is considered an emergency amendment pursuant to Chelan County Code Section 14.13.030, which states “Emergency amendments may be initiated by the Board of County Commissioners, outside of the normal amendment review cycle, upon a finding that a situation necessitates expeditious action to preserve the health, safety or welfare of the public. Staff shall immediately evaluate and analyze the emergency amendment and forward it to the Planning Commission for review at a Public Hearing. After the public hearing, the Planning Commission shall make a recommendation on the proposed amendment(s) to the Board of County Commissioners.”

Attachment: A: Proposed Amendments
B: File of Record

II. APPLICATION & PUBLIC HEARING NOTICE COMPLIANCE

Agency 60 Day review	Expedited review sent on January 15, 2016
SEPA Determination	Determination of Non-significance signed on January 15, 2016 and published January 21, 2016
Planning Commission Public Hearing	January 27, 2016 (published January 6, 2016, republished January 12, 2016)
Board of Chelan County Commissioners Hearing	February 9, 2016 (tentative)

III. CODE REVIEW CRITERIA

The approval, modification or denial of a development regulation amendment application shall be evaluated on, but not limited to, the following criteria:

CCC 14.13.040 (1) The amendment is necessary to resolve a public land use issue or problem.

Finding: The public concerns memorialized by Resolution 2015-102 state that affected residents are concerned, in part, with (1) offensive penetrating and potentially unhealthy odor, (2) extensive light and noise pollution, (3) personal safety, (4) traffic on rural roads, (5) unappealing aesthetics, (6) impacts to domestic and irrigation water (7) workplace safety, and (8) incompatible use within residential and other zoning districts.

Conclusion: The amendments will address public concerns.

CCC 14.13.040 (2) The amendment is consistent with goals of the Growth Management Act, Chapter 36.70A RCW.

Finding: The applicable goals of the Washington State Growth Management Act include Goal (10) which states: “Environment. Protect the environment and enhance the State’s high quality of life, including air and water quality, and the availability of water.” Goal (11) states: “Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.”

Conclusion: The proposed amendments are supported by and implement GMA goals (10) and (11).

CCC 14.13.040 (3) The amendment complies with or supports comprehensive plan goals and policies and/or county-wide planning policies.

Finding: The Chelan County Comprehensive Plan includes the following goals and policies:

Goal LU 4 Protect and maintain air quality

Goal LU 5 Ensure that development minimizes impacts upon significant natural, historic and cultural features and to preserve their integrity.

Policy LU 14.5 Recognize and protect residential neighborhoods from potential detrimental impacts from incompatible land uses.

Policy LU 24.1 Compatibility with adjacent land uses and the adequacy of infrastructure shall be considered in the development or expansion of recreational facilities.

Conclusion: The proposed amendments are consistent with the Chelan County Comprehensive Plan Land Use Element. There are no changes affecting the County-wide planning policies.

CCC 14.13.040 (4) The proposed amendment does not adversely affect lands designated as resource lands of long-term commercial significance or critical areas in ways that cannot be mitigated.

Fact: The proposed amendments would modify land uses by reducing potential impacts to critical areas and lands of long-term commercial significance.

Conclusion: The proposed amendments are intended to be protective of the critical areas and lands of long-term commercial significance.

CCC 14.13.040 (5) The amendment is based on sound land use planning practices and would further the general public health, safety and welfare.

Fact: The amendments are based on a review of impacts of existing regulations and public comments. The cessation of uses which produce concerns for the general public's impacts general health, safety and welfare is a basic principle of land use planning.

Conclusion: The proposed amendments appear consistent with sound land use planning principles and would further the general public health, safety and welfare.

Staff Comments: Staff recommends approval of the proposed text amendments.

Chapter 11.04; District Use Chart

Section 11.04.010 Purpose

A district use chart is established and contained herein as a tool for the purpose of determining the specific uses allowed in each use district. If a proposed use is not listed the administrator will determine if the proposed use is similar to one that is already enumerated in the use chart and may therefore be allowed, subject to the requirements associated with that use and all other applicable provisions of the Chelan County Code.

Production and processing of any marijuana or cannabis products, all as defined pursuant to RCW 69.50 and 69.51A, are each prohibited and not allowed in any zone within the unincorporated areas of Chelan County.

Section 11.04.020 District Use Chart

USE/ACTIVITY	RR20	RR10	RR5	RR2.5	RW	RRR	RV	RC	RI	RP	AC	FC	MC
Agriculturally Related Industry	CUP ²	CUP ²	CUP ²	CUP ²					P		P		
COMMERCIAL USES													
<u>Marijuana or Cannabis Producing and Processing²</u>													

² Uses defined pursuant to RCW 69.50 and 69.51A Uses licensed by the Washington State Liquor Control Board for the operation of marijuana producers, processors, and retailers as required by Initiative 502 enacted in 2012, Chapter 69.50 RCW, are exempt from conditional use permit processing.

Chapter 11.97; Nonconforming Lots, Structures and Uses

Section 11.97.030 Termination Discontinuance of nonconforming uses.

(1) Discontinuance or Vacation: Subject to subsection (2) herein, if a nonconforming use has been discontinued or vacated for a period of twelve consecutive months or greater, the nonconforming status is terminated, and any future use of the land or structures shall be in conformity with the provisions of the zoning district in which it is located.

(2) Declaration and Amortization: Marijuana or cannabis production and processing uses conducted pursuant to Chapter 69.50 RCW or Chapter 69.51A, and associated structures, are hereby declared nonconforming and are banned in unincorporated Chelan County pursuant to Sections 11.04, shall cease, abate, and terminate on or before March 1, 2017. Said uses and associated structures are not eligible for remodeling, alterations, repairs, expansion, or intensification.

Section 11.97.060 Completion of a building/structure/activity.

Subject to 11.97.030(2), nothing contained in this chapter shall require any change in plans, construction, alterations, or designated uses of a building/structure specified in a complete application for a development permit submitted prior to the adoption of the resolution codified in this title. Improvements and uses authorized by a recorded motion or resolution of the board of county commissioners, or any permit issued by the county prior to the effective date of the resolution codified in this title may be developed as set forth in the permit. If the permit becomes invalid prior to development of improvements or uses, the provisions of this chapter shall be in effect on the subject property.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between the **CITY OF LEAVENWORTH**, a municipal corporation, hereinafter referred to as the "CITY," and Leavenworth Senior Center hereinafter referred to as the "CONTRACTOR" WITNESSETH:

WHEREAS, the CITY requires those services set forth on **Exhibit "A"** attached hereto to be performed as part of that certain CITY project identified as

Custodial Services and Attendant

and

WHEREAS, the CONTRACTOR represents that the CONTRACTOR is qualified and possesses the expertise, training and skill necessary to perform such designated services;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. SCOPE OF SERVICE

- A. The CONTRACTOR shall perform such services and accomplish such tasks as are identified and designated as CONTRACTOR responsibilities throughout this Agreement and as detailed in **Exhibit "A"** attached hereto and made a part hereof.
- B. The CITY shall provide the equipment, all necessary cleaning supplies, and uniform to the CONTRACTOR accomplish the tasks identified in **Exhibit "A"**.
- C. Service levels and scheduling are subject to annual review and update by the City of Leavenworth.

2. TERM

- A. The term of this Agreement shall begin on January 1, 2016, and shall continue from year to year, unless sooner terminated according to the provisions herein.

3. COMPENSATION AND METHOD OF PAYMENT

- A. The CITY shall pay the CONTRACTOR for the performance of those services designated in **Exhibit "A,"** for an hourly fee of **\$12.90 per hour**. The hourly schedule of services required to be determined by the CITY and completed by the CONTRACTOR.
- B. Payment by the CITY for services will only be made after the services have been performed, a voucher or invoice is submitted in the form specified by the CITY, and the same is approved by the appropriate CITY representative. Payment may be made on a

monthly or other periodic basis and may be made on the basis of an estimate of the percentage of contract completion accomplished if said procedure is approved by the CITY.

4. MAINTENANCE AND INSPECTION OF RECORDS

- A. The CONTRACTOR agrees to maintain books, records and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and such accounting procedures and practices as may be deemed necessary by the CITY to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable time to inspection, review or audit by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The CONTRACTOR agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times.

5. ASSIGNMENT/SUBCONTRACTING

- A. The CONTRACTOR shall not assign any portion of this agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the CONTRACTOR not less than thirty (30) days prior to the date of any proposed assignment.
- B. Any technical/professional service subcontract not listed in this Agreement which is to be charged to the CITY under this Agreement, must have express advance approval by the CITY.

6. INDEPENDENT CONTRACTOR RELATIONSHIP

- A. The parties intend that an independent CONTRACTOR/CITY relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; the implementation of services will lie solely with the CONTRACTOR. No agent, employee, servant or representative of the CONTRACTOR shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the CONTRACTOR are not entitled to any of the benefits the CITY provides to its employees. The CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated, the CONTRACTOR is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

- C. CONTRACTOR shall provide a written list to CITY identifying the CONTRACTOR'S employees or subcontractors who will perform services under this Agreement before work commences under this Agreement. CONTRACTOR will update the list of employees and/or subcontractors as and when different employees and/or subcontractors are to provide services under this Agreement.

7. HOLD HARMLESS AND INDEMNIFICATION

- A. The CONTRACTOR agrees to hold harmless and indemnify the City and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments which result from the negligent acts, errors, or omissions of the CONTRACTOR and shall procure and maintain professional liability insurance in the minimum amount of \$1,000,000.00.

8. INSURANCE

- A. The CONTRACTOR shall obtain and keep in force during the term of this Agreement, public liability and property damage insurance in amounts and with companies acceptable to the CITY and automobile liability and property insurance in such amounts and with companies acceptable to the CITY. The limits of such coverage shall not be less than \$1,000,000.00 single limit bodily injury and property damage per occurrence unless otherwise approved by the CITY. The CITY shall be specifically named as an insured in the insurance policy which insures the CONTRACTOR. A certificate of such insurance or a copy of such insurance policy shall be provided to the CITY within one (1) week after the execution of this Agreement. The insurer shall agree to give the CITY thirty (30) days written notice of cancellation or substantial change in coverage. Coverage in the minimum amount set forth herein shall not be construed to relieve the CONTRACTOR from liability in excess of such coverage. The CITY is not responsible to maintain Labor and Industries coverage with the State of Washington regarding this contract. The CONTRACTOR and/or any assigned subcontractors may need to maintain Labor and Industries coverage with the State of Washington.

9. EQUAL EMPLOYMENT OPPORTUNITY

- A. The CITY is an equal opportunity employer.
- B. In the performance of this Agreement, the CONTRACTOR will not discriminate against any employee or applicant for employment on the grounds or race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical disability; provided that the prohibition against discrimination in employment because of a disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. The CONTRACTOR shall ensure that applicants are employed and that employees are treated during employment without discrimination because of their race,

creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The CONTRACTOR shall take such action with respect to this Agreement as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law Against Discrimination.

- C. If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The CONTRACTOR shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraph herein.
- D. The CONTRACTOR shall comply with Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

10. TREATMENT OF ASSETS

- A. Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents prepared by the CONTRACTOR.

11. TERMINATION

- A. If the CONTRACTOR fails to perform in the manner called for in this Agreement, or if the CONTRACTOR fails to comply with any other provisions of the Agreement, the CITY may terminate this Agreement. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for services performed in accordance with the manner of performance set forth in this Agreement.

12. ENTIRE CONTRACT

- A. Termination without cause may be effected by either party, through provision of written notice of intent to terminate, delivered not less than 60 days prior to the intended date of termination.
- B. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the

provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year above written.

CITY OF LEAVENWORTH

CONTRACTOR

By: _____
Cheryl K. Farivar, Mayor

By: _____
[Handwritten Signature]

Its: _____
President

Exhibit "A"

Services to be Provided

Contractor shall inspect, clean and maintain the following City-owned public restrooms as needed Friday, Saturday, and Sunday on an hourly basis.

1. Eighth Street Restrooms
2. Front Street Park
3. Lions Club Park
4. Selected Festivals as determined by the City of Leavenworth

Due to seasonal events and annual time changes, the City shall establish the time when the restrooms are to be attended to and the dates these services shall be required.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between the **CITY OF LEAVENWORTH**, a municipal corporation, hereinafter referred to as the "CITY," and Leavenworth Senior Center hereinafter referred to as the "CONTRACTOR" WITNESSETH:

WHEREAS, the CITY requires those services set forth on Exhibit "A" attached hereto to be performed as part of that certain CITY project identified as

EVENING CLOSURE OF PUBLIC RESTROOMS

and

WHEREAS, the CONTRACTOR represents that the CONTRACTOR is qualified and possesses the expertise, training and skill necessary to perform such designated services;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. SCOPE OF SERVICE

- A. The CONTRACTOR shall perform such services and accomplish such tasks including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as CONTRACTOR responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and made a part hereof.
- B. Service levels and scheduling are subject to annual review and update by the City of Leavenworth.

2. TERM

- A. The term of this Agreement shall begin on January 1, 2016, and shall continue from year to year, unless sooner terminated according to the provisions herein.

3. COMPENSATION AND METHOD OF PAYMENT

- A. The CITY shall pay the CONTRACTOR for the performance of those services designated in Exhibit "A," an amount not to exceed \$500.00 per month.
- B. Payment by the CITY for services will only be made after the services have been performed, a voucher or invoice is submitted in the form specified by the CITY, and the same is approved by the appropriate CITY representative. Payment may be made on a monthly or other periodic basis and may be made on the basis of an estimate of the percentage of contract completion accomplished if said procedure is approved by the CITY.

4. MAINTENANCE AND INSPECTION OF RECORDS

- A. The CONTRACTOR agrees to maintain books, records and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and such accounting procedures and practices as may be deemed necessary by the CITY to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable time to inspection, review or audit by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The CONTRACTOR agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times.

5. ASSIGNMENT/SUBCONTRACTING

- A. The CONTRACTOR shall not assign any portion of this agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the CONTRACTOR not less than thirty (30) days prior to the date of any proposed assignment.
- B. Any technical/professional service subcontract not listed in this Agreement which is to be charged to the CITY under this Agreement, must have express advance approval by the CITY.

6. INDEPENDENT CONTRACTOR RELATIONSHIP

- A. The parties intend that an independent CONTRACTOR/CITY relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; the implementation of services will lie solely with the CONTRACTOR. No agent, employee, servant or representative of the CONTRACTOR shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the CONTRACTOR are not entitled to any of the benefits the CITY provides to its employees. The CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated, the CONTRACTOR is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

7. HOLD HARMLESS AND INDEMNIFICATION

- A. The CONTRACTOR agrees to hold harmless and indemnify the City and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or

damages to any and all persons or property, costs or judgments which result from the negligent acts, errors, or omissions of the CONTRACTOR and shall procure and maintain professional liability insurance in the minimum amount of \$1,000,000.00.

8. INSURANCE

- A. The CONTRACTOR shall obtain and keep in force during the term of this Agreement, public liability and property damage insurance in amounts and with companies acceptable to the CITY. The limits of such coverage shall not be less than \$1,000,000.00 single limit bodily injury and property damage per occurrence unless otherwise approved by the CITY. The CITY shall be specifically named as an insured in the insurance policy which insures the CONTRACTOR. A certificate of such insurance or a copy of such insurance policy shall be provided to the CITY within one (1) week after the execution of this Agreement. The insurer shall agree to give the CITY thirty (30) days written notice of cancellation or substantial change in coverage. Coverage in the minimum amount set forth herein shall not be construed to relieve the CONTRACTOR from liability in excess of such coverage.

9. EQUAL EMPLOYMENT OPPORTUNITY

- A. The CITY is an equal opportunity employer.
- B. In the performance of this Agreement, the CONTRACTOR will not discriminate against any employee or applicant for employment on the grounds or race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical disability; provided that the prohibition against discrimination in employment because of a disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. The CONTRACTOR shall ensure that applicants are employed and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The CONTRACTOR shall take such action with respect to this Agreement as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law Against Discrimination.
- C. If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The CONTRACTOR shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraph herein.
- D. The CONTRACTOR shall comply with Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

10. TREATMENT OF ASSETS

- A. Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents prepared by the CONTRACTOR.

11. TERMINATION

- A. If the CONTRACTOR fails to perform in the manner called for in this Agreement, or if the CONTRACTOR fails to comply with any other provisions of the Agreement, the CITY may terminate this Agreement. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for services performed in accordance with the manner of performance set forth in this Agreement.

12. ENTIRE CONTRACT

- A. Termination without cause may be effected by either party, through provision of written notice of intent to terminate, delivered not less than 60 days prior to the intended date of termination.
- B. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year above written.

CITY OF LEAVENWORTH

CONTRACTOR

By: _____
Cheryl K. Farivar, Mayor

By:  _____

Its: President _____

Exhibit "A"
Services to be Provided

Contractor shall inspect, close, and lock the following City-owned public restrooms as needed each evening.

1. Enchantment Park
2. Waterfront Park
3. Eighth Street Restrooms
4. Front Street Park
5. Lions Club Park Restroom – To Be Determined

Due to seasonal events and annual time changes, the City shall establish the time when the restrooms are to be closed.

2016 CALENDAR

January						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

February						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

March						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

May						
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22	23	24	25	26	27	28
29	30	31				

June						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September						
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18	19	20	21	22	23	24
25	26	27	28	29	30	

October						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

	6 Hour Days - 210 Hours Total
	8 Hour Days - 312 Hours Total

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between the **CITY OF LEAVENWORTH**, a municipal corporation, hereinafter referred to as the "CITY," and Leavenworth Senior Center hereinafter referred to as the "CONTRACTOR" WITNESSETH:

WHEREAS, the CITY requires those services set forth on Exhibit "A" attached hereto to be performed as part of that certain CITY project identified as

Recycle Center Gate and Custodial Attendant

and

WHEREAS, the CONTRACTOR represents that the CONTRACTOR is qualified and possesses the expertise, training and skill necessary to perform such designated services;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. SCOPE OF SERVICE

- A. The CONTRACTOR shall perform such services and accomplish such tasks as are identified and designated as CONTRACTOR responsibilities throughout this Agreement and as detailed in **Exhibit "A"** attached hereto and made a part hereof.
- B. The CITY shall provide the equipment, all necessary cleaning supplies, and uniform to the CONTRACTOR accomplish the tasks identified in **Exhibit "A"**.
- C. Service levels and scheduling are subject to annual review and update by the City of Leavenworth.

2. TERM

- A. The term of this Agreement shall begin on January 1, 2016 and shall continue from year to year, unless sooner terminated according to the provisions herein.

3. COMPENSATION AND METHOD OF PAYMENT

- A. The CITY shall pay the CONTRACTOR for the performance of those services designated in **Exhibit "A,"** for an hourly fee of **\$12.90 per hour**. The hourly schedule of services required to be determined by the CITY and completed by the CONTRACTOR.
- B. Payment by the CITY for services will only be made after the services have been performed, a voucher or invoice is submitted in the form specified by the CITY, and the same is approved by the appropriate CITY representative. Payment may be made on a

monthly or other periodic basis and may be made on the basis of an estimate of the percentage of contract completion accomplished if said procedure is approved by the CITY.

4. MAINTENANCE AND INSPECTION OF RECORDS

- A. The CONTRACTOR agrees to maintain books, records and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and such accounting procedures and practices as may be deemed necessary by the CITY to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable time to inspection, review or audit by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The CONTRACTOR agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times.

5. ASSIGNMENT/SUBCONTRACTING

- A. The CONTRACTOR shall not assign any portion of this agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the CONTRACTOR not less than thirty (30) days prior to the date of any proposed assignment.
- B. Any technical/professional service subcontract not listed in this Agreement which is to be charged to the CITY under this Agreement, must have express advance approval by the CITY.

6. INDEPENDENT CONTRACTOR RELATIONSHIP

- A. The parties intend that an independent CONTRACTOR/CITY relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; the implementation of services will lie solely with the CONTRACTOR. No agent, employee, servant or representative of the CONTRACTOR shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the CONTRACTOR are not entitled to any of the benefits the CITY provides to its employees. The CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated, the CONTRACTOR is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.
- C. CONTRACTOR shall provide a written list to CITY identifying the CONTRACTOR'S

employees or subcontractors who will perform services under this Agreement before work commences under this Agreement. CONTRACTOR will update the list of employees and/or subcontractors as and when different employees and/or subcontractors are to provide services under this Agreement.

7. HOLD HARMLESS AND INDEMNIFICATION

- A. The CONTRACTOR agrees to hold harmless and indemnify the City and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments which result from the negligent acts, errors, or omissions of the CONTRACTOR and shall procure and maintain professional liability insurance in the minimum amount of \$1,000,000.00.

8. INSURANCE

- A. The CONTRACTOR shall obtain and keep in force during the term of this Agreement, public liability and property damage insurance in amounts and with companies acceptable to the CITY and automobile liability and property insurance in such amounts and with companies acceptable to the CITY. The limits of such coverage shall not be less than \$1,000,000.00 single limit bodily injury and property damage per occurrence unless otherwise approved by the CITY. The CITY shall be specifically named as an insured in the insurance policy which insures the CONTRACTOR. A certificate of such insurance or a copy of such insurance policy shall be provided to the CITY within one (1) week after the execution of this Agreement. The insurer shall agree to give the CITY thirty (30) days written notice of cancellation or substantial change in coverage. Coverage in the minimum amount set forth herein shall not be construed to relieve the CONTRACTOR from liability in excess of such coverage. The CITY is not responsible to maintain Labor and Industries coverage with the State of Washington regarding this contract. The CONTRACTOR and/or any assigned subcontractors may need to maintain Labor and Industries coverage with the State of Washington.

9. EQUAL EMPLOYMENT OPPORTUNITY

- A. The CITY is an equal opportunity employer.
- B. In the performance of this Agreement, the CONTRACTOR will not discriminate against any employee or applicant for employment on the grounds or race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical disability; provided that the prohibition against discrimination in employment because of a disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. The CONTRACTOR shall ensure that applicants are employed and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or advertising, layoff or termination, rates of

pay or other forms of compensation, and programs for training including apprenticeships. The CONTRACTOR shall take such action with respect to this Agreement as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law Against Discrimination.

- C. If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The CONTRACTOR shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraph herein.
- D. The CONTRACTOR shall comply with Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

10. TREATMENT OF ASSETS

- A. Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents prepared by the CONTRACTOR.

11. TERMINATION

- A. If the CONTRACTOR fails to perform in the manner called for in this Agreement, or if the CONTRACTOR fails to comply with any other provisions of the Agreement, the CITY may terminate this Agreement. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for services performed in accordance with the manner of performance set forth in this Agreement.

12. ENTIRE CONTRACT

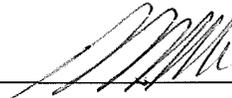
- A. Termination without cause may be effected by either party, through provision of written notice of intent to terminate, delivered not less than 60 days prior to the intended date of termination.
- B. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year above written.

CITY OF LEAVENWORTH

CONTRACTOR

By: _____
Cheryl K. Farivar, Mayor

By:   _____

Its: President _____

Exhibit "A"

Services to be Provided

Contractor shall open gate, inspect, and maintain the following City-owned Recycle Center Facility as needed Wednesday, Saturday on an hourly basis. Attendant shall be required to check recycled material as it arrives and direct customers to proper recycle dumpsters or containers for acceptable recycle material, all other non-conforming recycle material will be refused. Days of operation shall be: Wednesday: 4:30 p.m. to 6:30 p.m. and Saturday: 11:00 a.m. to 3:00 p.m.

Due to annual time changes, the City shall establish the time when the recycle center is to be attended to and the dates these services shall be required. Days of operation may change and may have a day added from time to time.

RESOLUTION NO. 1 - 2016

**A RESOLUTION OF THE CITY OF LEAVENWORTH, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE A LOAN AGREEMENT WITH THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY FOR FINANCING OF
THE LEAVENWORTH GENERAL SEWER PLAN / WASTEWATER FACILITY PLAN
PROJECT**

BE IT RESOLVED by the City Council of the City of Leavenworth, Washington as follows:

WHEREAS, the City of Leavenworth owns and operates a wastewater treatment plant which the current plant configuration was constructed in 2002; and

WHEREAS, the City Council on June 10, 2014 approved a contract with Varela & Associates for consulting services associated with the Wastewater Facility Plan for a not to exceed amount of \$50,900 and authorized the expenditure of funds for examinations of facility replacement costs that would be used to submit applications for funding of a future project; and

WHEREAS, the \$190,000 appropriation is included in the City's current 2015 -2016 approved budget, and repayment of this loan will be made from the Sewer Utility Fund, although the debt will be a general obligation of the City; and

WHEREAS, the City of Leavenworth is under compliance requirements per the City's National Pollutant Discharge Elimination System (NPDES) permit to meet stringent phosphorus discharge limits; and

WHEREAS, the City received notice from the State of Washington Department of Ecology on July 1, 2015 that the City was awarded funding from the Clean Water State Revolving Fund (CWSRF) for the application submitted in November 2014; and

WHEREAS, the Washington State Department of Ecology has offered the City of Leavenworth a Standard Interest Loan from the CWSRF in the amount of \$ 98,530 for a term of five (5) years at a 1.2 percent interest rate; and

WHEREAS, the State Department of Ecology has offered the City of Leavenworth a Forgivable Principal Loan in the amount of \$98,530 from the CWSRF that will not be required to be repaid; and

WHEREAS, the loan will enable the City to begin the process of preparation of a General Sewer Plan / Facilities Plan (GSP/FP) to identify required wastewater facility modifications to provide additional treatment to reduce phosphorous; and to ensure facilities operation and reliability for the next 20 year planning period; and

WHEREAS, this action is necessary to protect the health, safety and welfare of the residents of the City and to promote the integrity of the City's water resources for the benefit of all.

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

Section 1. The recitals set forth above are adopted as legislative findings supporting the action of the City Council in adopting this resolution.

Section 2. The City Council, in accordance with the findings herein, hereby authorizes the Mayor or her designee to execute on behalf of the City, the Washington State Revolving Fund Loan Agreement between the State of Washington Department of Ecology and the City of Leavenworth, in substantially the form attached hereto.

Passed by the City Council of the City of Leavenworth and approved by the Mayor this 26th day of January, 2016.

CITY OF LEAVENWORTH

By:

Cheryl K. Farivar, Mayor

Attest:

Chantell Steiner,
Finance Director/City Clerk



Agreement WQC-2016-LeavPW-00141

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF LEAVENWORTH

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and CITY OF LEAVENWORTH, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Leavenworth General Sewer Plan / Wastewater Facility Plan (GSP/FP)
Total Cost:	\$197,060.00
Total Eligible Cost:	\$197,060.00
Ecology Share:	\$197,060.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2015
The Expiration Date of this Agreement is no later than	12/31/2018
Project Type:	Wastewater Facility

Project Short Description:

The RECIPIENT will prepare a General Sewer Plan / Facilities Plan (GSP/FP) to identify required wastewater facilities modifications to provide additional treatment to reduce phosphorus; and to ensure facilities operation and reliability for the next 20 year planning period. The RECIPIENT is under NPDES permit requirements to meet stringent phosphorus discharge limits into the Wenatchee River.

Project Long Description:

The City is under a compliance order per their NPDES permit to comply with a total phosphorous wasteload allocation (WLA) as contained in The Wenatchee River Watershed Dissolved Oxygen and pH Total Maximum Daily Load Water Quality Improvement Report (the TMDL)—see uploaded file of excerpts of the referenced TMDL for various information referenced in this application.

The City must reduce phosphorus discharges to the Wenatchee River from their treatment plant to less than 90 µg/L, or at full flow design criteria a maximum load of 0.286 kg/Day total phosphorous. The City's discharge permit

indicates compliance must be achieved by 2020—see uploaded file of excerpt from Leavenworth NPDES permit.

In order to comply with the TMDL, the City must prepare a General Sewer Plan / Facility Plan (GSP/FP) in accordance with chapter 173-240-050 & 060 WAC. The GSP/FP will conduct evaluations of the City's existing wastewater facilities and determine the most cost effective alternative for reducing phosphorus discharges to the Wenatchee River; and, address wastewater system needs to ensure facility reliability for the next 20-year planning period. This funding application is for Step 1 Ecology funding to prepare a GSP/FP.

The City of Leavenworth is located on the east side of the Cascade Mountain range in north central Washington; and 22 miles west of Wenatchee, WA situated on the banks of the Wenatchee River—see uploaded file showing location map and aerial photo of existing treatment plant. The City currently owns and operates an extended aeration activated sludge (oxidation ditch configuration) wastewater treatment plant with effluent discharge to the Wenatchee River. The existing facility consists of influent screening, anoxic conditioning tanks, biological treatment and UV disinfection prior to discharge to the Wenatchee River. Comprehensive plant upgrades were completed in 2000. The current facility performs as intended and designed, but is not capable of reducing phosphorus to the levels required to comply with the TMDL for DO and pH.

Based on projected timelines for complying with the required 2020 deadline per the City's NPDES permit, facility planning must be initiated immediately to facilitate completion of facility improvements by the deadline. The 2020 timeline requires urgency of moving forward in a timely manner with the GSP/FP. The City and their engineer met with Ecology Central Region staff in August 2014 (8/25/14) to start the process and obtain Ecology feedback on the process and requirements for moving ahead. The previous facility plan was completed in 1996. The merits of amending the earlier plan vs. preparing a new combined general sewer plan / facility plan (GSP/FP) were discussed. Ecology's input indicated a new GSP/FP is warranted due to the age of the older plan and the changes in Leavenworth's since 1996. Leavenworth also participated in a Tech Team meeting at the IACC conference in Wenatchee in September 2014 and confirmed Leavenworth's plan and necessity to apply for Ecology planning funds during this cycle in order to stay on track for meeting the compliance deadline. In addition to the above compliance requirements, the City is also required, under their permit, to provide a report to Ecology by 12/31/14 outlining project status and the measures taken (and being taken) to achieve future compliance with the wasteload allocations—see uploaded file of excerpt from Leavenworth NPDES permit.

Based on the preceding requirements and 2020 compliance deadline, this funding application is for planning funding (Step 1) to prepare the required GSP/FP. There is urgency to complete the GSP/FP in order to be able to comply with the 2020 deadline imposed by Ecology.

Overall Goal:

The overall goal of Leavenworth's wastewater facility planning project is to evaluate and determine the most cost effective treatment improvements for the City that: (1) are fully protective of surface water and applicable surface water quality standards for the Wenatchee River; (2) satisfy the TMDL requirements for DO and pH via meeting the WLA phosphorus limit; (3) bring the City in full compliance with the Department of Ecology; and (4) addresses wastewater treatment improvements anticipated to ensure the system is suitable for the next 20-year planning horizon; and (5) provides the technical and financial information needed to provide a pathway to project implementation.

Agreement No: WQC-2016-LeavPW-00141
Project Title: Leavenworth General Sewer Plan / Wastewater Facility Plan (GSP/FP)
Recipient Name: CITY OF LEAVENWORTH

RECIPIENT INFORMATION

Organization Name: CITY OF LEAVENWORTH

Federal Tax ID: 91-6001256

DUNS Number: 018172726

Mailing Address: PO Box 287
Leavenworth, WA, 98826

Physical Address: 700 Highway 2
Leavenworth, Washington, 98826

Organization Fax: (509) 548-6429

Contacts

Project Manager	Joel Walinski City Administrator 700 Hwy 2 P.O. Box 287 Leavenworth, Washington, 98826 Email: jwalinski@cityofleavenworth.com Phone: (509) 548-5275
Billing Contact	Chantell Steiner Finance Director/City Clerk PO Box 287 700 US Hwy 2 Leavenworth, Washington, 98826 Email: chantell@cityofleavenworth.com Phone: (509) 548-5275
Authorized Signatory	Joel Walinski City Administrator 700 Hwy 2 P.O. Box 287 Leavenworth, Washington, 98826 Email: jwalinski@cityofleavenworth.com Phone: (509) 548-5275

Agreement No: WQC-2016-LeavPW-00141
Project Title: Leavenworth General Sewer Plan / Wastewater Facility Plan (GSP/FP)
Recipient Name: CITY OF LEAVENWORTH

ECOLOGY INFORMATION

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

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

Contacts

Project Manager	Dan Ferguson 1250 W Alder St. Yakima, Washington, 98902 Email: dfer461@ecy.wa.gov Phone: (509) 457-7108
Financial Manager	Bill Hashim P.O. Box 47600 Olympia, Washington, 98504-7600 Email: bhas461@ecy.wa.gov Phone: (360) 407-6549

Agreement No: WQC-2016-LeavPW-00141
 Project Title: Leavenworth General Sewer Plan / Wastewater Facility Plan (GSP/FP)
 Recipient Name: CITY OF LEAVENWORTH

SCOPE OF WORK

Task Number: 1 **Task Cost: \$6,300.00**

Task Title: Project Administration/Management

Task Description:

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

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

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

Task Goal Statement:

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

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Chantell Steiner

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost: \$190,760.00**

Task Title: General Sewer Plan / Facility Plan

Task Description:

The RECIPIENT will prepare a general sewer plan by conducting an evaluations of the current facility and collection system and developing the most cost effective alternative for reducing phosphorus discharge to the Wenatchee River. The general sewer plan will address compliance issues with the RECIPIENT's NPDES permit and potential wastewater system needs for a 20-year planning period.

Task Description

A. The RECIPIENT will procure engineering services in accordance with state and federal law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for engineering services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will submit the proposed scope of work for engineering services to Ecology prior to executing a contract for engineering services. Ecology will review the scope of work and provide feedback to the RECIPIENT.

C. The RECIPIENT will prepare a general sewer plan and engineering report in accordance with the requirements of WAC 173-240. The engineering report will fully evaluate the alternatives for the RECIPIENT's wastewater treatment facility discharge to the Wenatchee River to bring the facility into compliance with it's NPDES permit. The plan will also address wastewater system needs for the 20-year planning period. The engineering report will identify the cost effective alternative as the preferred alternative. The report will include:

1. Wastewater flows and loadings, projections and related planning Data
2. I/I determination
3. Assessment and evaluation of existing wastewater systems
4. Alternatives development and evaluation for the treatment and disposal system
5. Alternatives development and evaluation for the collection system
6. Preferred alternative and implementation plan

D. The RECIPIENT will prepare a Cost Effectiveness Analysis for the PROJECT alternatives and will integrate the analysis into the planning document in accordance with WAC 173-98.

E. The RECIPIENT will prepare a State Environmental Review Process (SERP) packet in coordination with ECOLOGY's Project Manager and SERP Coordinator.

F. Investment Grade Efficiency Audit. The RECIPIENT will prepare an analysis of potential energy and water efficiency measures for incorporation into the preferred alternative identified in the engineering report. The analysis will identify potential efficiency measures, provide cost estimates, and evaluate their cost effectiveness.

Task Goal Statement:

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Task Expected Outcome:

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Agreement No: WQC-2016-LeavPW-00141
Project Title: Leavenworth General Sewer Plan / Wastewater Facility Plan (GSP/FP)
Recipient Name: CITY OF LEAVENWORTH

Recipient Task Coordinator: Dana V. Cowger, PE, Varela & Associates, Inc.

General Sewer Plan / Facility Plan

Deliverables

Number	Description	Due Date
2.1	Executed contracts for engineering services.	
2.2	Documentation of the RECIPIENT's process for procuring engineering services.	
2.3	Two copies of the draft and final engineering report.	
2.4	Two copies of the SERP packet and the cost effectiveness analysis.	
2.5	Investment Grade Efficiency Audit documentation.	

Agreement No: WQC-2016-LeavPW-00141
 Project Title: Leavenworth General Sewer Plan / Wastewater Facility Plan (GSP/FP)
 Recipient Name: CITY OF LEAVENWORTH

BUDGET

Funding Distribution EF160570

Funding Title: Forgivable Principal Loan
 Funding Type: Forgivable Loan Funding Expiration Date: 12/31/2018
 Funding Effective Date: 07/01/2015
 Funding Source:

Title: CWSRF - SFY16
 Type: Federal
 CFDA: 66.458

Assistance Agreement:

Description: Clean Water State Revolving Fund-This grant will provide additional capital for Washington's Water Pollution Control Revolving Fund. This capital will be used to offer low interest loans to projects that will address the state's high priority water quality needs. The projects receiving financial assistance will generally protect and restore water quality and aquatic habitat.

Recipient Match %: 0
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Forgivable Principal Loan	Task Total
Project Administration/Management	\$ 3,150.00
General Sewer Plan / Facility Plan	\$ 95,380.00

Total: \$ 98,530.00

Agreement No: WQC-2016-LeavPW-00141
 Project Title: Leavenworth General Sewer Plan / Wastewater Facility Plan (GSP/FP)
 Recipient Name: CITY OF LEAVENWORTH

BUDGET

Funding Distribution EL160569

Funding Title: State Revolving Fund Loan
 Funding Type: Loan Funding Expiration Date: 12/31/2018
 Funding Effective Date: 07/01/2015
 Funding Source:

Title: CWSRF - SFY16
 Type: Federal
 CFDA: 66.458

Assistance Agreement:

Description: Clean Water State Revolving Fund-This grant will provide additional capital for Washington's Water Pollution Control Revolving Fund. This capital will be used to offer low interest loans to projects that will address the state's high priority water quality needs. The projects receiving financial assistance will generally protect and restore water quality and aquatic habitat.

Recipient Match %: 0
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 1.2% Interest Rate: 0.2% Admin Charge: 1%
 Terms: 5 years
 Project Start Date: 07/01/2015 Project Completion Date: 12/31/2018
 Estimated Initiation of Operation date: 12/31/2018
 Loan Security: Revenue Secure Lien Obligation of the Recipient
 Final Accrued Interest: \$
 Final Loan Amount: \$
 Repayment Schedule Number: 2216

State Revolving Fund Loan	Task Total
Project Administration/Management	\$ 3,150.00
General Sewer Plan / Facility Plan	\$ 95,380.00

Total: \$ 98,530.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Forgivable Principal Loan	0.00 %	\$ 0.00	\$ 98,530.00	\$ 98,530.00
State Revolving Fund Loan	0.00 %	\$ 0.00	\$ 98,530.00	\$ 98,530.00
Total		\$ 0.00	\$ 197,060.00	\$ 197,060.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Ecology Administration of Grants and Loans” or “EAGL” means the electronic system Ecology uses to manage grants

and loans.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

Agreement No: WQC-2016-LeavPW-00141
Project Title: Leavenworth General Sewer Plan / Wastewater Facility Plan (GSP/FP)
Recipient Name: CITY OF LEAVENWORTH

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments shall include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Cultural and Historic Resources Protection Compliance with Environmental Laws and Regulations. The RECIPIENT shall:

1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.

2) The RECIPIENT shall comply with Ecology’s Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available by request by any party. An IDP must be immediately available and be implemented to address any discovery. The RECIPIENT shall implement the procedures in the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives if human remains, cultural, or archeological resources are discovered in the course of construction.

For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process also allows The RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If The RECIPIENT have questions about the vendor registration process or setting up direct deposit payments contact DES at the Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3 for Section 319 funded projects or 7 for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND ONLY CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. Clean Water Act Section 319 Initial Data Reporting Sheet or the "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete and submit the "Clean Water Act Section 319 Initial Data Reporting Sheet" form in EAGL prior to Ecology signing the agreement.

B. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on pollutant load reduction for each best management practice (BMP) installed as a part of this project.

C. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submissions, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

B. Archaeological Resources and Historic Properties (Section 106): See Section 2.C of the terms and conditions of this agreement, the RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800)

C. Consultant Cap: The RECIPIENT shall ensure that grant or loan funds provided under this agreement to be used to reimburse for costs incurred by individual consultants (excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who shall be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36(j) for additional information.

D. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that the organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

E. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

Agreement No: WQC-2016-LeavPW-00141
Project Title: Leavenworth General Sewer Plan / Wastewater Facility Plan (GSP/FP)
Recipient Name: CITY OF LEAVENWORTH

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT also agrees to submit ECOLOGY's MBE/WBE participation report "Form D" with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology's Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

G. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of

the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a

H. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Opinion of RECIPIENT's Legal Council
2. Authorizing Ordinance or Resolution
3. Federal Funding Accountability and Transparency Act (FFATA) Form
4. State Revolving Fund (SRF) Federal Reporting Information form available in EAGL
5. Fiscal Sustainability Plan Certification (only required if the project includes construction of a wastewater or stormwater facility construction.)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement will be signed by ECOLOGY.

D. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

E. Free Service: The RECIPIENT shall not furnish utility service to any customer free of charge if providing that free service affects the RECIPIENT's ability to meet the obligations of this agreement.

F. Insurance: The RECIPIENT shall at all times carry fire and extended coverage, public liability and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

G. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments semiannually over the term of this loan "Loan Term" as outlined in this agreement.

H. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a formal amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others:

those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

I. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Reserve Requirement: For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the loan equivalent to at least the Average Annual Debt Service on the loan during the first five years of the repayment period of the loan. This amount shall be deposited in a Reserve Account in the Loan Fund in approximately equal annual payments commencing within one year after the initiation of operation or the project completion date, whichever comes first.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, an account of that name created in the Loan Fund to secure the payment of the principal and interest on the loan. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (1) to make, in part or in full, the final repayment to ECOLOGY of the loan amount or, (2) if not so applied, for any other lawful purpose of the RECIPIENT once the Loan Amount, plus interest and any other amounts owing to ECOLOGY, have been paid in full.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the loan Fund and used to pay the principal of and interest on the loan. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

Agreement No: WQC-2016-LeavPW-00141
Project Title: Leavenworth General Sewer Plan / Wastewater Facility Plan (GSP/FP)
Recipient Name: CITY OF LEAVENWORTH

J. Maintenance and Operation of a Funded Utility: The RECIPIENT shall at all times maintain and keep a funded Utility in good repair, working order and condition and also shall at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

K. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

L. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

M. Litigation; Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

N. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this

agreement known to the RECIPIENT which has not been disclosed in writing to ECOLOGY.

Existence Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

O. Sale or Disposition of Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the Utility or any real or personal property comprising a part of the Utility unless:

1. The facilities or property transferred are not material to the operation of the Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility or are no longer necessary, material, or useful to the operation of the Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

P. Sewer-Use Ordinance or Resolution: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater.
- 3) Require that new sewers and connections be properly designed and constructed.
- 4) Require connections necessary to meet debt obligations associated with the planning and construction of this facility as well as the expected costs of operation and maintenance.

Q. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration shall incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property

Agreement No: WQC-2016-LeavPW-00141
Project Title: Leavenworth General Sewer Plan / Wastewater Facility Plan (GSP/FP)
Recipient Name: CITY OF LEAVENWORTH

(equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

R. User-Charge System: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required Loan Reserve Account, and to repay the loan.

WQC TERMS AND CONDITIONS LAST UPDATED 12/15/2015

GENERAL FEDERAL CONDITIONS

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

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have

the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right

to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

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

5. COMMUNICATION

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

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to

satisfactorily comply with any term or condition of this Agreement.

- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

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

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

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

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

8. CONFLICT OF INTEREST

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

9. CONTRACTING FOR GOODS AND SERVICES

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

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

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

10. DISPUTES

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

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).

- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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

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

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

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

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

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

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

13. INDEMNIFICATION

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

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

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue

to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

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

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

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

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

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

17. ORDER OF PRECEDENCE

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

18. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

19. PROGRESS REPORTING

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

20. PROPERTY RIGHTS

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

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any

engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

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

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

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

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

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

22. RECOVERY OF FUNDS

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

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

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

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

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

23. SEVERABILITY

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

25. SUSPENSION

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

26. SUSTAINABLE PRACTICES

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

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

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

27. TERMINATION

a) For Cause

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

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

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

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

b) For Convenience

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

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions.

ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding

Agreement No: WQC-2016-LeavPW-00141
Project Title: Leavenworth General Sewer Plan / Wastewater Facility Plan (GSP/FP)
Recipient Name: CITY OF LEAVENWORTH

insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

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

c) By Mutual Agreement

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

d) In Event of Termination

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

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

28. THIRD PARTY BENEFICIARY

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

29. WAIVER

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

GENERAL TERMS AND CONDITIONS LAST UPDATED 12/25/2015



City of Leavenworth

700 Highway 2 / Post Office Box 287
Leavenworth, Washington 98826
(509) 548-5275 / Fax: (509) 548-6429
Web: www.cityofleavenworth.com

City Council

Cheryl K. Farivar - *Mayor*
Tibor Lak
Michael Molohon
Elmer Larsen
Robert Francis
Larry Meyer
Carolyn Wilson - *Mayor Pro Tem*
John Bangsund
Joel Walinski - *City Administrator*

December 21, 2014

Mr. Richard Marcley
Department of Ecology
15 West Yakima Avenue, Suite 200
Yakima, WA 98902

Subject: City of Leavenworth NPDES Permit WA-002097-4
Year-end Progress Report per para. S9.B.

Dear Richard:

Attached please find Leavenworth's progress report as required under paragraph S9.A. of the City's NPDES discharge permit. The report describes the measures the City has taken to date to achieve compliance with the assigned wasteload allocations for phosphorus. The deadline for the submitting the progress report to Ecology is December 31, 2014.

The report includes a summary and follow-up from our meeting with Ecology on August 25, 2014. At that meeting discussions were initiated pertaining to design criteria and interpretations of how Ecology would be administering the phosphorus wasteload allocations. At that time Ecology representatives stated that further discussions would be ongoing after Ecology had time to assign the staff permit writer, review current permit processing and time was allowed for some internal brainstorming. At the 8/25/14 meeting Ecology outlined the anticipated steps (see attached report, section 3.2); and, indicated Ecology would be setting up future meetings with City for discussions and collaboration.

We offer the write-up in the attached report for Ecology's review and preparation for upcoming meetings. Please let us know when you have reviewed the report and when Ecology would like to meet next in moving forward. We await Ecology's instructions on the next steps for the processing of the permit requirements and renewal.

If you have any questions and/or further instructions for the City, please call me or our engineer, Varela & Associates, Inc. / Esvelt Environmental Engineering. Thank you.

Sincerely,

Joel Walinski - City Administrator
City of Leavenworth

cc: Sanjay Barik and Ian Laseke, Ecology
Herb Amick - PWD, Antonio Muro - Operator, City of Leavenworth
Varela & Associates, Inc./Esvelt Environmental Engineering



CITY OF LEAVENWORTH

Wastewater Facility Planning NPDES Permit Required Progress Report

December 19, 2014

 **VARELA & ASSOCIATES, INC.**
ENGINEERING AND MANAGEMENT
601-A W Mallon Ave | Spokane WA 99201 | 509.328.6066

 **ESVELT
ENVIRONMENTAL
ENGINEERING**

CITY OF LEAVENWORTH, WA
WASTEWATER FACILITY PLANNING
NPDES PERMIT REQUIRED PROGRESS REPORT

TABLE OF CONTENTS

1.0 INTRODUCTION	1
2.0 PURPOSE / ECOLOGY REQUIREMENT	1
3.0 STATUS / PROGRESS TO DATE	1
3.1 March – June 2014:.....	1
3.2 July – August 2014:	2
3.3 September – October 2014	3
3.4 November – December 2014	3
4.0 CITY'S PERMIT CONDITIONS AND ECOLOGY / CITY COLLABORATION.....	3
4.1 Consistency with permit framework developed for other phosphorus-driven water quality TMDLs in the State – specifically the Spokane River Dissolved Oxygen TMDL.	4
4.2 Averaging periods for permit limitations should be, to the extent possible, reflective of conditions modeled in the TMDL report when establishing effluent criteria.	5
4.3 Potential Cost Impacts associated with above consideration for developing permit framework	6
4.4 Summary / City Request.....	8
5.0 PRELIMINARY SCHEDULE	8
5.1 Summary / City Request.....	9

LIST OF TABLES

Table 4.1	Survey of Exemplary P-removal Plant Results – Effluent Variability	7
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LIST OF FIGURES

Figure 5.1	Projected Schedule	(following page 9)
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1.0 Introduction

The City of Leavenworth is under a compliance deadline per the City's NPDES permit to comply with a total phosphorous wasteload allocation (WLA) for effluent discharge from the City's wastewater treatment plant. Compliance with the WLA is required in order to meet the total maximum daily load (TMDL) limitations for the Wenatchee River. The deadline for compliance with the permit is 2020. Paragraph S9.A. of the City's NPDES permit states:

A. Schedule of TMDL Compliance

The Permittee must comply with the TMDL assigned phosphorus wasteload allocation no later than the permit cycle ending of in 2020.

The City has begun planning steps toward meeting the above compliance deadline.

2.0 Purpose / Ecology Requirement

In addition to the above, the City is required to submit a progress report to Ecology by the end of 2014. Paragraph S9.B. of the City's NPDES permit states:

B. Progress Report

The Permittee must submit a report to Ecology, by December 31, 2014, describing the measures taken to achieve compliance with the assigned wasteload allocations."

This report document has been prepared to comply with the requirement for the City to submit to Ecology as required under the City's NPDES permit. This report outlines City progress and status to date; and further outlines information for Ecology's consideration in anticipation of upcoming Ecology and Leavenworth collaboration meetings as Ecology prepares Leavenworth's new NPDES permit.

3.0 Status / Progress To Date

Historically Leavenworth has been responsive to Ecology imposed deadline and has maintained a good track record of compliance with those deadlines. Leavenworth initiated work in early 2014 to begin addressing the scope of planning and implementation work needed to meet the compliance requirements outlined in the City's NPDES permit (and excerpted in the preceding paragraphs above). During 2014, the City's progress and steps taken are summarized as follows:

3.1 March – June 2014:

- City and Varela & Associates, Inc. meetings and discussions to initiate planning discussions, potential treatment requirements (e.g. potential technologies, improvements, cost ranges, O&M requirements, etc.), anticipated work scopes, projected timelines and schedule.
- Negotiation of initial work scope and execution of agreement for providing initial planning, consultation and funding procurement.

3.2 July – August 2014:

- In August (8/27/14) the City submitted its Application for Renewal, Form 2A NPDES for their NPDES permit (#WA-002097-4) to Ms. Cindy Huwe, Permit Coordinator, Department of Ecology.
- In July the City requested a meeting with Ecology to initiate planning discussions. A meeting was held in Leavenworth on 8/25/14 and attended by Sanjay Barik and Ian Laseke for Ecology; Joe Walinski for City of Leavenworth; Mark Esvelt and Dana Cowger for Varela & Associates and Esvelt Environmental (VA/EE). Prior to the meeting a tour of the treatment plant was conducted with all parties (also on the tour were Antonio Muro—Plant Operator and Herb Amick—Public Works Director).
- The purpose of the meeting was to initiate discussions with Ecology and seek Ecology guidance and clarifications on future permit limits; and clarifications and interpretations on how the phosphorus WLA will be implemented. In particular the City has questions regarding “average load allocations” and “maximum daily” interpretations. Design criteria and reliability, depending on permit requirements, have significant capital cost and ongoing O&M cost implications to the City. City and VA/EE indicated the details are important in setting the design criteria and reliability for phosphorus removal; and significantly affect initial capital costs and ongoing O&M. Additional discussions and questions are included in a later section of this report for Ecology consideration and clarification.
- Ecology indicated it was not prepared to establish a position at that time (i.e. at the 8/25/14 meeting) and would be more prepared to do so in the future (est. about three months) as the permit writing process gets further along.
- VA/EE asked if similar permit limit requirements and language would emerge as what was arrived at for the Spokane River TMDL and phosphorus implementations. Ecology indicated they were not familiar with those findings and therefore would need to wait to comment further. Therefore, those discussions were postponed until Ecology progresses further in the permit process development for Leavenworth’s NPDES permit.
- Ecology indicated the permit will be more difficult than others and suggested having points of input and collaboration with Leavenworth along the way. Ecology indicated the process will be complete by the time the current permit expires on 8/31/15 and the new one is issued. Ecology outlined the following process:
 - Ecology assign staff person responsible for writing/preparing Leavenworth’s permit.
 - Ecology conduct in-house brainstorming regarding permit contents and language.
 - Ecology set up meeting with City for discussions / input / collaboration.
 - Ecology prepare draft permit.
 - Ecology internal review.
 - Ecology set up meeting with Leavenworth for informal review of the permit, prior to putting the permit out to the formal public review process.
 - Ecology initiate formal public review process and public review period (30-day review period).
- The City (Joel) summarized its understanding in the next two steps (and Ecology concurred):

- Ecology assign permit preparation to a staff person (and internal discussions).
- Ecology/Leavenworth hold another meeting for City discussions / input.
- Note: please refer to the later section of this report for questions and clarifications the City requests Ecology consider during the permit development process.
- Miscellaneous notes:
 - Ecology is in the process of preparing the overall Wenatchee River TMDL implementation plan and will put it out for public review but did not know when it would be completed. Ecology indicated they would follow up regarding the anticipated timeline for the implementation plan. Ecology (Lynda Jamison) followed up with an e-mail (8/28/14) indicating the implementation plan was undergoing an internal review and was expected to be out for public review in late September or early October 2014; and would send a copy to VA when it comes out. At the time of this report (12/15/14) the draft has not been received.
 - Regarding preparation of the facility plan document, during the planning process, Ecology was asked for input regarding whether an amendment to the 1996 Facility Plan should be done vs. preparing a new General Sewer Plan / Facility Plan (GSP/FP). Ecology's input was, due to the age of the 1996 plan, the City should consider preparing a new combined GSP/FP.

3.3 September – October 2014

- City attended the IACC Conference in Wenatchee October 23 -28, 2014 to learn more about funding opportunities as the City prepares to implement its future treatment plant upgrades for reducing phosphorus.
- In conjunction with the IACC Conference, the City prepared for and attended an IACC Tech Team meeting (10/23/14) with funders and regulatory agency staff (Ecology staff were in attendance).

3.4 November – December 2014

- City submitted an Ecology funding application on 11/7/14 (deadline) for planning funding for use in the City preparing a General Sewer Plan / Facility Plan (GSP/FP).
- The City submitted its Sewage Treatment Plant Annual Infiltration / Inflow Report (12/8/14) to Ms. Cindy Huwe, Permit Coordinator as required in the City's NPDES permit.
- City prepared and submitted year-end progress report to Ecology by 12/31/14 as required in City's NPDES permit (i.e. this document).

4.0 City's Permit Conditions and Ecology / City Collaboration

Under Ecology's proposed schedule for developing final NPDES permit limits, the City will be able to proceed with planning in a timely manner, with known effluent design criteria for evaluating treatment plant upgrade alternatives. The general outline of the phosphorus limitation strategy for protecting water quality standards was outlined in Ecology's TMDL Report (August 2009, Ecology

publication No. 08-10-062). The TMDL was based on the results of the technical analysis presented in Ecology's technical report of the River study (April 2006, Ecology publication No. 06-03-018).

The City intends to provide upgrades to their treatment plant consistent with the goals of the TMDL. There appears to be room within the approved TMDL for flexibility with respect to setting limits. The City requests Ecology consider the concepts outlined in 4.1 and 4.2 below in developing final permit limits for total phosphorus, and further requests the opportunity to collaborate with Ecology during the permit writing process to support development of permit conditions that are:

- Fully protective of the water quality standards for the Wenatchee River and consistent with the TMDL goals in terms of water quality impacts.
- Technically and economically feasible to implement within the time frame outlined in the TMDL, with the least amount of impact to sewer rates.
- Consistent with other permits issued in Washington State to dischargers to receiving waters similarly affected by the water quality impacts due to excessive algal growth.

4.1 Consistency with permit framework developed for other phosphorus-driven water quality TMDLs in the State – specifically the Spokane River Dissolved Oxygen TMDL.

It is recognized that the Spokane River dissolved oxygen TMDL and the Wenatchee River TMDL for dissolved oxygen and pH are not identical situations. However, water quality standards violations in both systems are driven by excessive algal production, and the algal production for both systems is phosphorus limited, leading to low phosphorus discharge limitations as the primary means of achieving the goal of protecting water quality standards.

Additionally, Ecology has expressed an interest in maintaining consistency state-wide when developing permit limits in similar situations, such as nutrient-driven TMDLs. The state-wide consistency approach is logical as it maximizes Ecology's resources and builds on the work completed in other regions.

For the Spokane River, it was recognized phosphorus has a cumulative impact on suspended and attached algal growth over the course of the growing season. For the Spokane River, Ecology utilized a dynamic model (CE-QUAL-W2) to simulate algal growth, accumulation, and ultimately maximum respiration at the critical low flow, near the end of the growing season. Acknowledging the season-long effect, Ecology imposed seasonal-average effluent limitations, which were consistent with the way the modelling scenarios were run. Ecology justified the use of seasonal averages in the Fact Sheet for the City of Spokane NPDES permit (WA-002447-3) as follows:

(referencing Phosphorus, CBOD, and ammonia)

For the 3 parameters above, federal rules normally require effluent limitations to be expressed in terms of monthly and weekly averages and sometimes daily maximums for a toxicant. 40 CFR122.45(d) does allow that if the normal monthly averages, weekly averages and daily maximum are impractical, alternatives such as an annual or seasonal limit may be appropriate. For the Spokane River and Spokane Lake system impractical means the water body does not respond in a measurable way to short term variations. Therefore, long term trend analysis and measurements descriptive of long term trends such as seasonal averages and seasonal totals are appropriate. For the municipal dischargers to the Spokane River and Spokane Lake system impractical also means that reliable data sets with log normal distributions for conversion of maximums to averages do not exist. In Chesapeake Bay, EPA

recognized that temperature affected plant performance resulting in a skewed data set, making it impracticable to establish monthly and weekly averages. For Chesapeake Bay U.S. EPA cited reasons of temperature affecting plant performance resulting in a skewed data set. A skewed data set can also result when the low end of the data set is determined by the detection limit. Both reasons are currently present, leading to the conclusion that it is currently impracticable to establish monthly and weekly effluent limitations for all 3 parameters.

The City of Spokane's permit has a total phosphorus limit, beginning March 1, 2021, of 17.8 lbs per day as a "seasonal average Limit, applies March 1 to October 31". There is no limit for any other averaging period, or for maximum day. As noted in the excerpt above from Spokane's Fact Sheet, daily maximums are for a toxicant.

Ecology opened the door for this approach in the write-up for the Spokane TMDL report section regarding wasteload allocations, where it was confirmed that effluent limits in permits do not need to be identical to wasteload allocations in the TMDL if they are as protective as the wasteload allocations (as demonstrated using statistical methods in this case).

Statistics may be used in the NPDES permitting process to calculate maximum monthly and daily or weekly effluent limits that consider facility-specific effluent variability, are consistent with these seasonal average wasteload allocations, and comply with NPDES regulations. Effluent limits that implement wasteload allocations in NPDES permits need not be identical to the wasteload allocations in order to be consistent with the wasteload allocations (EPA Environmental Appeals Board, 10 E.A.D. 135, 2001).

The City of Leavenworth requests Ecology consider how long-term averages for the permit limitations can be used that would be protective of the water quality standards to meet the goals in the TMDL.

4.2 Averaging periods for permit limitations should be, to the extent possible, reflective of conditions modeled in the TMDL report when establishing effluent criteria.

We have reviewed the TMDL report (August 2009, Ecology publication No. 08-10-062), as well as the Wenatchee River Basin dissolved Oxygen, pH, and Phosphorus total Maximum Daily Load Study (April 2006, Ecology Publication No. 06-03-018).

The 2006 study report and the 2009 TMDL make clear that periphyton biomass is a substantial driver in the algal respiration and resulting failure to meet water quality standards for dissolved oxygen and pH. It is also clear that the periphyton biomass is limited by phosphorus, and the model results support this (figures 14 and 15 in the TMDL report).

The TMDL states phosphorus reduction targets are based on establishing productivity levels that are healthy for the river as defined by state water quality standards. Furthermore, the 2006 study report showed how the QUAL2K model was effective at simulating periphyton biomass (Figure 24 in the 2006 study report). The reports stated the model was run until a steady state periphyton biomass was reached, which in the calibration scenario, was shown to be similar to end-of-season field data for biomass.

For the wasteload allocation model runs, it is not clear what mass of phosphorus was used to establish the periphyton biomass. Only the maximum day wasteload allocation (0.286 kg/d) was presented, but no maximum week, or maximum month values were presented that must not be

exceeded to limit the bottom algae biomass on a longer-than-one-day time frame. We have not attempted to re-create any of the modeling scenarios to try to determine effluent concentrations outside of the maximum day.

If there is only a maximum day limit but no limits for any other averaging period, it implies that no matter how much or how little bottom algae is present before the maximum day episode, one single day of phosphorus loading over the limit would result in failure to meet water quality standards. On the other hand, if 0.286 mg/l was actually used to establish the simulated biomass of the model run, it would more accurately be called a maximum long-term average.

The City requests that when preparing final permit limits for phosphorus, Ecology take into consideration the long-term average phosphorus mass and averaging period used to establish the steady-state algal biomass, and incorporate it appropriately into mass loading limitations with appropriate averaging periods reflective of the actual model scenario. This will help the City evaluate different technologies for upgrade alternatives that may have different effluent variability and differing levels of flexibility in operations for targeting specific phosphorus effluent concentrations.

4.3 Potential Cost Impacts associated with above consideration for developing permit framework

Leavenworth is interested in collaborating on developing the permit conditions associated with the above concerns. How these considerations are incorporated into the final permit limits will have an impact on which alternatives can be technically and economically considered in the Facility Plan evaluations, as illustrated below.

- A maximum day (single day) limit of 0.286 kg/day will require normal operations to achieve nominally 0.020 mg/l – 0.035 mg/l, based primarily on the pilot studies conducted for the City of Spokane. The pilot study demonstrated the capability to achieve these levels using several technologies in two stages after secondary treatment (usually chemical coagulation and tertiary settling followed by additional coagulation and filtration), but also showed typical ratios of 99th percentile values to means in the 2.5 to 5.5 range, and the 99th percentile to median ratio in the 3 – 9 range. A review of data from exemplary full-scale phosphorus removal facilities in Colorado showed the 99th percentile to median ratio in the same range as the pilot results in Spokane, as shown in Table 4.1 on the following page.

If the permit is written with a maximum day limit of 0.286 kg/day, Leavenworth's feasible alternatives narrow. The 20+ month Spokane Pilot Study of Low-P effluent treatment technologies, using pilot equipment with capacities of 0.1 – 1.0 mgd, found only three technically feasible treatment trains:

- Two-stage treatment following advanced secondary treatment consisting of tertiary sedimentation and granular-media filtration.
- Two-stage treatment following advanced secondary treatment consisting of tertiary sedimentation and membrane filtration.
- Single-stage treatment following advance secondary treatment consisting of membrane filtration.

Two configurations of granular media filters were tested specifically as single-stage trains and failed to meet the effluent phosphorus target of a long-term average of 0.042 mg/l. Preliminarily, it is expected Leavenworth may be able to consider the above three

alternatives, however, there are constraints on operating granular media filter units at high-enough coagulant doses to achieve these levels of phosphorus concentration, and impacts to the rest of the plant that will have to be considered in the evaluation.

Table 4.1 Survey of Exemplary P-removal Plant Results – Effluent Variability

Treatment Facility	Period	Final Effluent (mg/L)			Alum Dose (mg/L)
		50%	95%	99%	mg/L
Iowa Hill WRP	2003	0.007	0.026	0.045	150-200
	2004	0.005	0.017	0.027	"
	2005	0.008	0.019	0.028	"
Farmers Korner WRP	2003	0.006	0.020	0.031	150-200
	2004	0.004	0.013	0.020	"
	2005	0.007	0.029	0.052	"
Frisco WRP	11/03-10/04	0.049	0.093	0.120	~85
	11/04-10/05	0.069	0.124	0.158	"
Snake River WRP	2003	0.015	0.035	0.049	55-100, Avg 68
	2004	0.018	0.038	0.053	55-100, Avg 70
	2005	0.014	0.034	0.049	55-100, Avg 72
Pinery WWTP	2002	0.029	0.060	0.082	~95
	2003	0.027	0.050	0.065	"
	2004	0.029	0.054	0.071	"

- With long-term average permit limits, facility operators have more flexibility to attempt to maximize operational efficiencies. A significant cost for effluent phosphorus polishing is chemical supplies, including coagulant, and alkalinity supplement (typically sodium hydroxide). Under a long-term average permit framework, the facility operators can optimize chemical use by targeting effluent concentrations below the permit average, and will have the “buffer” to prevent short-term excursions from resulting in a violation of the average. On the other hand, with a maximum day limit (even if adjusted to be equally protective of water quality standards as the long-term average), the operator must dose chemicals at a rate to maintain a much greater “buffer” below the maximum day limit, because even small excursions could be a violation.
- As an example of the potential cost impacts just from operational strategy, a plant achieving a long-term average of 0.050 mg/l TP would be expected to have a 99th percentile effluent concentration of about 0.200 mg/l (see second bullet in this section). If the permit requires 0.050 mg/l as a long-term average, the operator could dose coagulant (alum for example) typically at a mole ratio of 4:1 Al:P, translating to an alum dose of about 30 mg/l assuming modifications in the secondary process can reduce phosphorus going to filters to about 0.8 mg/l. If there were a maximum day limit of 0.020 mg/l, however, the operator would likely

dose at about 8:1 to have the same level of confidence he would not violate the permit. This translates to an alum dose of over 60 mg/l. The 30 mg/l difference in alum dose over 7-months of the phosphorus removal season, would cost the facility about \$5,000 per year at 0.4 MGD. The difference in alkalinity supplement would be about \$3,000 per year.

- The TMDL report indicates the model used 0.84 MGD for the design flow in arriving at the 0.286 mg/l phosphorus limitations. 0.84 MGD is the maximum month design flow for the facility, not the maximum day. To meet this wasteload allocation at the actual design maximum day flow (1.28 MGD), the concentration in the effluent would need to be 0.059 mg/l or less. Current maximum day flow is 0.81 MGD (Fact Sheet for Leavenworth POTW NPDES Permit no. WA-002097-4), so there is no room for growth before the mass wasteload allocation equates to a concentration of 0.090 mg/l.

4.4 Summary / City Request

As stated in preceding sections, the City requests Ecology consider the concepts outlined in sections 4.1 and 4.2 in developing final permit limits for total phosphorus; and further requests the opportunity to collaborate with Ecology to support development of permit conditions: (1) fully protective of the water quality standards and consistent with the TMDL goals; (2) technically and economically feasible to implement; and (3) consistent with other permits issued in Washington.

5.0 Preliminary Schedule

A draft schedule for treatment plant planning and implementation is shown in Figure 5.1 (following page 9). The draft schedule is included in this report for Ecology's review, consideration and feedback to the City.

The schedule will further evolve and be adjusted as the City progresses and time related variables become evident. Specific variables and assumptions are noted as follows for Ecology review and consideration:

- As indicated in earlier report sections, under Ecology's proposed schedule for developing final permit limits, the City anticipates being able to proceed with planning in a timely manner. It is noted, timely completion of the planning phase is dependent upon timely completion of Leavenworth's NPDES permit. The City requests Ecology review the schedule and update Leavenworth regarding Ecology status and intended timeline regarding the permit.
- The draft schedule shows initiating facility planning (preliminary work) in the first half of 2015, in order to expedite the schedule. Preliminary planning will be progressing in conjunction with Ecology's preparation of the City's NPDES permit.
- The City is waiting for results of the current Ecology funding cycle (appl. submitted 11/7/14). Assuming the funding application is successful, it is assumed Leavenworth will request "Prior Authorization" to incur costs as early as possible (schedule shows 3/16/15), based on an assumed Ecology announcement by 3/15/15.
- The overall schedule is based on utilizing Ecology funding for the three phases: (1) facility planning – Step 1 funding, (2) design phase funding – Step 2 funding; and (3) construction phase funding – Step 3 funding. The draft schedule is designed around Ecology's annual funding cycles. Assumptions incorporated, base on Ecology's funding cycles include:

- Each annual funding cycle requires a schedule interval of 8 to 14 months. Funding applications are received in early November and final notification the following July (i.e. 8 months). Execution of a funding agreement with Ecology typically requires 3 to 6 months depending on Ecology's timeframe and workload.
 - The funding cycle normally does not enable concurrent work of other tasks to be accomplished. Completion and Ecology approval of the preceding work task must be achieved in order to be eligible to submit an Ecology application (e.g. design phase complete and approved by Ecology prior to submitting Step 3 application).
 - It is possible other funding sources and availability (such as Rural Development or Public Works Trust Fund) could affect schedule.
 - Ecology allows for "Prior Authorization" for the City to incur project costs prior to final funding award and execution of an Ecology / City funding agreement. If "Prior Authorization" is received, the City must provide interim financing of costs incurred (or pay out of City reserves). The "Prior Authorization" does not guarantee award of a grant or loan, but does make such costs eligible for reimbursement if an award is made.
- Typically, procurement of suitable and affordable funding procurement is difficult to predict; and, frequently is not achieved in the first funding go-round attempt. The draft schedule assumes receipt of suitable Ecology funding on the first go-round; and, therefore may be more optimistic than typically occurs on projects of this type. The schedule may need to be extended depending on future funding successes or the need for re-attempts.
 - Other factors and unknowns could emerge as the facility planning work progresses and is completed that could affect schedule (e.g. need for additional studies, pilot testing, site complications, Ecology review/approval timelines, etc.).
 - The overall schedule indicates completion beyond the 8/31/2020 deadline (as defined by the City's current NPDES permit). Depending on the length of the "dial-in" period needed to achieve optimum operation performance (as well as other factors such as funding), full compliance of the plant will likely extend into 2021 or beyond.
 - Please note the color coding (two colors) of work items in Figure 5.1: (1) the dark blue bars indicate tasks Leavenworth has primary control over progress and completion; and, (2) the light green items indicate tasks Ecology has primary control over progress and completion.
 - For the work to progress in a timely manner as shown, it is necessary for each party to carry out their respective tasks to enable the other to progress accordingly. The City requests Ecology review the items Ecology has primary control over and provide feedback on acceptability of the projected timeline.

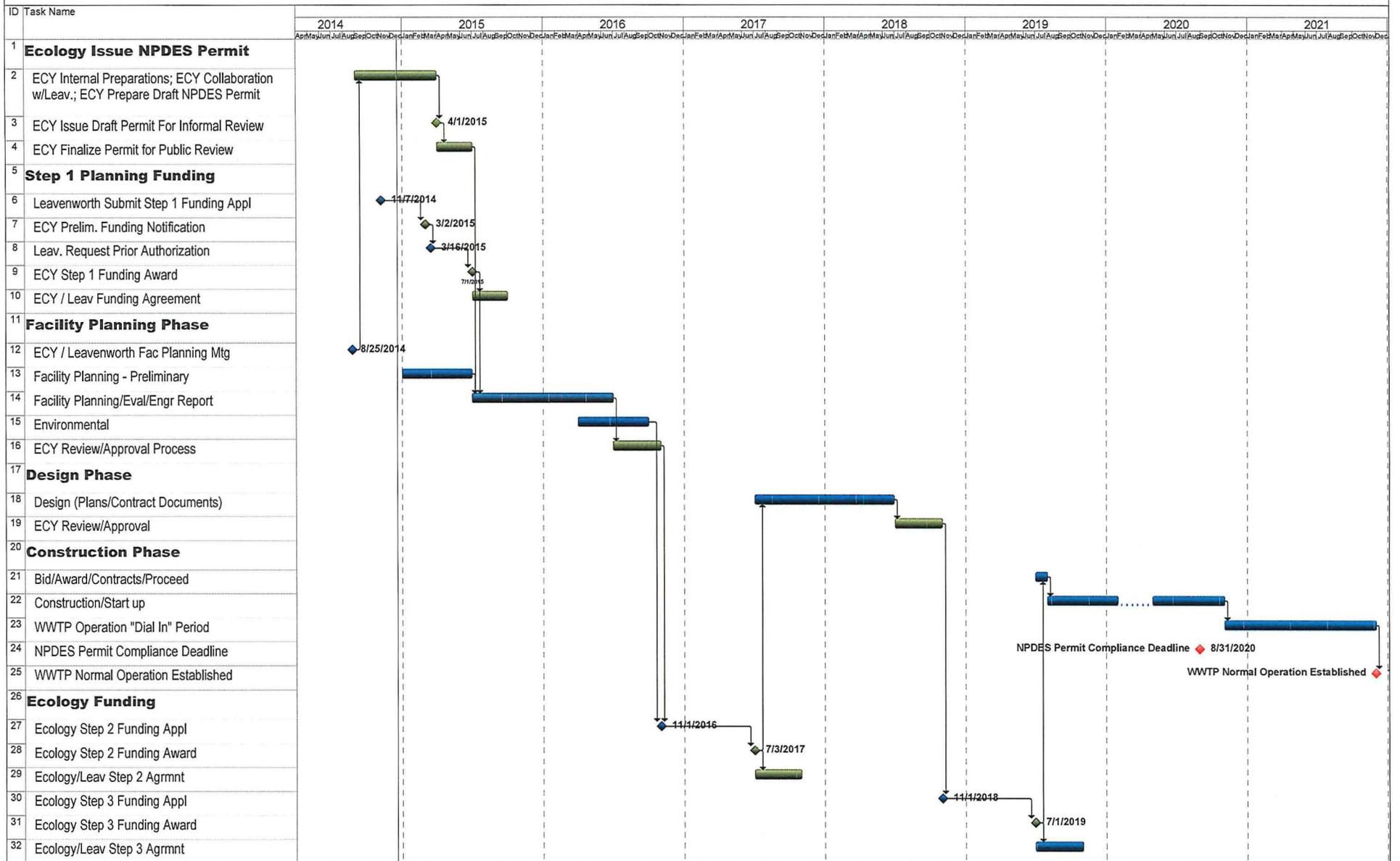
5.1 Summary / City Request

The City requests:

- Ecology review the Figure 1 schedule and the preceding assumptions and factors, and provide feedback and/or instructions to the City.
- Ecology provide status of Ecology's NPDES permit preparation progress; and, an indication if the Figure 1 schedule for Ecology preparation of the permit can be met by Ecology.

FIGURE 5.1 - DRAFT SCHEDULE
 City of Leavenworth
 Wastewater Treatment Planning and Implementation

December 15, 2014



ORDINANCE NO. 1519

AN ORDINANCE OF THE CITY OF LEAVENWORTH, WASHINGTON, APPROVING THE 2016 SALARY SCHEDULE FOR THE 2015-2016 BUDGET

WHEREAS, the City of Leavenworth finds that it is necessary to specify the salary schedule for the City of Leavenworth annually; and

WHEREAS, the City of Leavenworth negotiated a new contract with the Teamsters Local Union No 760 in December 2015 for the 2016 Budget Year; and

WHEREAS, at the time of this ordinance there are no anticipated adjustments identified to salary and benefit line items within the various funds of the City.

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

Section 1: Exhibit B (attached) identifies the approved 2016 employee salary schedule.

Section 2: This ordinance shall be in effect five (5) days after its passage and publication in accordance with law.

Passed by the City Council of the City of Leavenworth and approved by the Mayor this 26th day of January, 2016.

CITY OF LEAVENWORTH

APPROVED:

Cheryl K. Farivar, Mayor

APPROVED AS TO FORM:

ATTEST:

Thom Graafstra, City Attorney

Chantell R. Steiner, Finance Director/City Clerk

CITY OF LEAVENWORTH 2016 SALARY SCHEDULE

POSITION	Monthly Wage	Other Wage	Additional Comments
Mayor per Month	\$1,500.00		Ordinance 1494
Councilmembers per Month	\$250.00	\$500	Ordinance 1299 for some / 1495 for some in 2016
City Administrator	\$8,923	\$500 Vehicle	3% Cola
Finance Director/City Clerk	\$6,784		3% Cola
Development Services Manager	\$6,600		3% Cola
Public Works Director	\$6,223		3% Cola
Executive Assistant	\$3,890		3% Cola

2016 wages includes 1.5% COLA with Step 1 (Probation) at .85% of Step 2 then 1.5% between each step								
POSITION	Step 1 (Year 1 - Probation)	Step 2 (Year 2-3)	Step 3 (Year 4-5)	Step 4 (Year 6-8)	Step 5 (Year 9-11)	Step 6 (Year 12-14)	Step 7 (Year 15-17)	Step 8 (Year 18+)
OFFICE ASSISTANT	2,523	2,968	3,012	3,058	3,103	3,150	3,197	3,245
DEPUTY CLERK	3,511	4,131	4,193	4,256	4,320	4,385	4,450	4,517
ASSISTANT PLANNER	3,807	4,479	4,546	4,615	4,684	4,754	4,825	4,898
BUILDING/CODE INSPECTOR 2	3,854	4,534	4,602	4,671	4,741	4,812	4,884	4,958
UTILITY MAINTENANCE WORKER	3,294	3,875	3,933	3,992	4,052	4,113	4,175	4,237
PARKS/UTILITY MAINT. WORKER	3,294	3,875	3,933	3,992	4,052	4,113	4,175	4,237
FACILITY MAINT. WORKER	3,294	3,875	3,933	3,992	4,052	4,113	4,175	4,237
MECHANIC	3,393	3,992	4,052	4,113	4,174	4,237	4,301	4,365
WATER PLANT SUPERVISOR	4,164	4,899	4,973	5,047	5,123	5,200	5,278	5,357
ASST. WATER PLANT OPERATOR	3,371	3,966	4,025	4,085	4,147	4,209	4,272	4,336
WASTE WATER PLANT SUPERVISOR	4,164	4,899	4,973	5,047	5,123	5,200	5,278	5,357
ASST. WASTE WATER PLANT OP	3,371	3,966	4,025	4,085	4,147	4,209	4,272	4,336
FOG WWTP OP/MAINT. WORKER	3,371	3,966	4,025	4,085	4,147	4,209	4,272	4,336
PUBLIC WORKS FIELD SUPERVISOR	4,164	4,899	4,973	5,047	5,123	5,200	5,278	5,357
PARKS LEADWORKER/SUPERVISOR	4,164	4,899	4,973	5,047	5,123	5,200	5,278	5,357
PUBLIC WORKS ASST	3,251	3,825	3,882	3,940	3,999	4,059	4,120	4,182
RETURNING SEASONAL*	14.83	17.45	17.71	17.98	18.24	18.52	18.80	19.08

* Hourly Rate

	2015 Rate	2016 Rate	
Administrative Assistant(Perm PartTime)	\$14.00	\$14.00	per hour
Non-Returning Seasonal	\$10.50-\$13.00	\$10.50-\$13.00	per hour
Part Time Employee (Less than 24 hrs)	\$10.50-\$13.00	\$10.50-\$13.00	per hour
Pool Manager	\$15 - \$17.30	\$15 - \$17.30	per hour
Assistant Pool Manager *1	\$11.50 - \$13.50	\$11.50 - \$13.50	per hour
Lifeguards *1	\$9.50 - \$10.00	\$9.50 - \$10.00	per hour
Lifeguards Private Lessons Rate	\$15.00	\$15.00	per hour
Concession Stand Workers	\$9.47 - \$9.97	\$9.47 - \$9.97	per hour
Temporary Construction Field Inspector	\$20.00 - \$25.00	\$20.00 - \$25.00	per hour
Temporary Flagger	\$12.00	\$12.00	per hour

Includes No Increase of Minimum Wage Per Initiative

1. At the discretion of the City Administrator and Pool Manager, certifications for WSI, LGI, and WSIT and tenure combined may be compensated in addition to the rates identified above to a maximum of \$11.25 for Lifeguards and \$14.50 for Assistant Managers.

* All wages have been rounded to the nearest dollar for salaried positions.

RCW 35a.12.120**Council—Quorum—Rules—Voting.**

At all meetings of the council a majority of the councilmembers shall constitute a quorum for the transaction of business, but a less number may adjourn from time to time and may compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance. The council shall determine its own rules and order of business, and may establish rules for the conduct of council meetings and the maintenance of order. At the desire of any member, any question shall be voted upon by roll call and the ayes and nays shall be recorded in the journal.

The passage of any ordinance, grant or revocation of franchise or license, and any resolution for the payment of money shall require the affirmative vote of at least a majority of the whole membership of the council.

[2009 c 549 § 3012; 1967 ex.s. c 119 § 35A.12.120.]

RESOLUTION NO. 1-2012

**A RESOLUTION TO ESTABLISH POLICY, PROCEDURES
AND RULES OF CONDUCT FOR THE CITY COUNCIL
AND ITS MEETINGS, AND RESCINDING RESOLUTION
NO. 13-2008 OF THE CITY OF LEAVENWORTH,
WASHINGTON**

WHEREAS, in 2004 the City Council of Leavenworth adopted a procedure for conducting Council meetings which were amended in 2008; and

WHEREAS, a predetermined order of procedure for Leavenworth City Council meetings will be the most expedient means of conducting Council meetings while also maintaining order and providing equal treatment for both Council members and the public; and

WHEREAS, Resolution Number 13-2008 no longer accurately reflects the procedures of the Council;

NOW THEREFORE the City Council of the City of Leavenworth, Washington does resolve as follows:

Section 1. Robert's Rules of Order Adopted. Roberts Rules of Order, Newly Revised, shall govern the deliberations of the Council except when in conflict with any of the following rules.

Section 2. Public Comment at Meetings. The following rules shall apply for the Council to receive comment from the public.

- A. Subjects not on the current agenda: Any member of the public may speak to the Council on an item not on the agenda during the 'Public Comment' portion of the meeting agenda. The person must address the Council from the podium so that the comments can be recorded and included in the minutes. The person must state their name, address of residence, and the subject of their comments. The Mayor or presiding officer may then allow the comments subject to such time limitations as the Mayor or presiding officer deems necessary. Following such comments, the presiding officer may place the matter on the agenda or a future agenda, or refer the matter to the Council or administration for further information.
- B. Subjects on the current agenda: Any member of the public who wishes to address the Council on an item on the current agenda shall make such request to the presiding officer at the time when comments from the public are requested during the Council's discussion of the agenda item. The Mayor or presiding officer shall rule on the appropriateness of public comments as the agenda item is reached, and may change the order of speakers.
- C. Public hearings: Members of the public who wish to comment on an item which is before the Council for a formal public hearing will be asked to first sign their name on a list at the podium and then be recognized by the Mayor or presiding officer during the hearing. The person must address the Council from the podium so that the

comments can be recorded and included in the minutes. The person must state their name and address. Comments may be limited in length as the Mayor or presiding office deems necessary.

Section 3. Selection of Mayor Pro Tempore. The Mayor Pro Tempore is elected by the Council from its own membership at the first meeting in January after each General Election and thereafter whenever a vacancy occurs. The Mayor Pro Tempore shall hold office at the pleasure of the Council.

Section 4. Assignment to Standing Committees. Alignment of standing committees of the Council shall be recommended by the Mayor Pro Tempore when newly-elected members take office. Membership on committees shall be appointed by a majority vote of the Council. Membership on standing committees may be realigned at the discretion of the Mayor Pro Tempore with confirmation by the Council. Standing Committees shall appoint their own chairpersons.

Section 5. Ad Hoc Committees. The Mayor may establish such legislative ad hoc committees as may be appropriate to consider special matters that do not readily fit the committee structure that requires special approach or emphasis.

Section 6. Seating Arrangement. The seating position of Council members shall be determined by seniority on the Council, with the most senior Council member sitting directly to the left of the Mayor and descending through seniority to the newest member of the Council farthest from the Mayor. A Council member may choose to remain in his or her position when a vacancy occurs, at which time the vacant seat shall become the option of the next senior member.

Section 7. Presiding Officers. All meetings of the Council shall be presided over by the Mayor, or, in the Mayor's absence, by the Mayor Pro Tempore. If the Clerk or Deputy Clerk is absent from a Council meeting, the Mayor, or Mayor Pro Tempore, shall appoint one of the members of the Council or the City Administrator to act as Clerk Pro Tempore. The appointment of a member of the Council as Mayor Pro Tempore, or as Clerk Pro Tempore, shall not in any way abridge the Council member's right to vote upon all questions coming before the Council.

Section 8. Study sessions. The purpose of a study session is to provide the City Council with an informal opportunity to study certain matters in detail or to discuss policy issues with staff that may come before the City Council at future regular meetings for formal action. In general, the Council shall meet on the second Tuesday of each month at 9:00 a.m. for a study session at which no action will be taken on issues. It is a time for the Council to have discussions and provide direction on background information for upcoming City Council agenda items, to review and request additional information or to form a council subcommittee prior to formal action and to clarify any final amendments made from previous discussions before formal action.

Section 9. Regular Meetings. Regular meetings of the Council shall be held as provided by ordinance. The purpose of a regular meeting is to hear public comments and to consider recommendations from staff, and to take action on items of policy.

Section 10. Dissenting Opinions. Any Council member shall have the right to have the reason(s) for their dissent from or their protest against any action of the Council entered into the minutes. In general, such dissent or protest to be entered in the minutes shall be made in the following manner: "I would like the minutes to show that I am opposed to this action for the following reason(s)..." Any such protest or dissent must be in summary form so as to avoid unnecessary delay or interference with regular Council business.

Section 11. Order of Business. The order of business will normally be as follows:

Call to Order

Flag Salute

Roll Call

Approval of Consent Agenda

Public Safety Reports

Councilmember and Committee Reports

Mayor/Administration Reports

Correspondence from the Public

Resolutions, Ordinances, Orders and Other Business

Information Items for Future Consideration

Comments from the Public on Items Not on the Agenda

Executive Session

Adjournment

Section 12. Motions, Resolutions, and Ordinances. Motions shall be reduced to writing when required by the Mayor or any member of the Council. All resolutions and ordinances shall be in writing.

Section 13. Motions to Reconsider. Motions to reconsider must be by a member who voted with the majority, and at the same or next succeeding meeting of the Council.

Section 14. Removal of Item from Consent Agenda. An item or items listed on the Consent Agenda may be removed from the Consent Agenda and shifted to an alternative, appropriate location in the Agenda, to allow for full Council discussion and comment, by any Council member.

Section 15. Record of Proceedings. The Clerk shall keep a correct journal of all proceedings and at the desire of any member the ayes and nays shall be taken on any question and entered into the journal.

Section 16. Questions of Order. All questions of order shall be decided by the presiding officer of the Council with the right of appeal to the Council by any member.

Section 17. Obligation to Vote. Each member present must vote on all questions put to the Council with the following exceptions:

- A. Matters with respect to which the Council member has not been present for a meeting at which the item was discussed;
- B. Such Council member has a personal financial interest; or
- C. Where such member's vote would violate the Appearance of Fairness Doctrine.

Beyond these exceptions, any abstention from required voting by a Council member shall be counted as a vote with the majority provided, however, if there is not majority then such vote shall be counted as an affirmative vote.

Section 18. Conflict of Interest and Appearance of Fairness Issues. A Council member prohibited from voting because of a conflict of interest or a potential violation of the Appearance of Fairness Doctrine shall not participate in any City Council discussion and they shall remove themselves from the Council Chambers until after the vote. If questions regarding conflict of interest or appearance of fairness are uncertain the Council shall make the final decision with advice from the City Attorney.

Section 19. Actions Taken During Public Meetings. All regular meetings of the Council shall be public and no ordinance, resolution, rule or regulation shall be adopted except in a regular meeting open to the public the date of which is fixed by law or rule.

In order to provide the public with an opportunity to learn about items being brought before the Council for consideration, it is the want of the Council that complex or items that maybe generate a higher level of controversy will appear, in general, on a total of three agendas (study sessions and/or regular meetings) before the Council takes action on the item.

Section 20. Amending Rules. The rules of the Council may be altered, amended, or temporarily suspended by a vote of two-thirds of the members present.

Section 21. Staff Attendance at Council Meetings. The City Administrator, City Attorney, Development Services Manager, Director of Public Works and Finance Director/City Clerk shall attend all meetings of the Council and remain for the meeting for such length of time as the Council may direct. Other employees of the City of Leavenworth shall attend Council meetings when requested by the Mayor and/or City Administrator.

Section 22. Duties of Presiding Officer. It shall be the duty of the presiding officer at a Council meeting to:

- A. Call the meeting to order;
- B. Keep the meeting to its order of business;
- C. State each motion and require a second to that motion before permitting discussion;

D. Handle discussion of the Council in an orderly manner:

1. Provide each Council member with an opportunity to speak;
2. Permit audience participation at appropriate times, requiring that audience members address the Council from the podium so that discussion can be recorded for the minutes;
3. Keep all speakers to the rules and to the questions;
4. Provide speakers on opposing sides of an issue with alternating opportunities;
5. Put motions to a vote and announce the outcome;
6. Recommend motions for adjournment;
7. Appoint committees when authorized to do so;
8. Polling of the Council shall be conducted in the same order as the Roll Call or by a vote of the hand.

Section 23. Severability. If any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 24. Repealer. Resolution 13-2008 is hereby repealed.

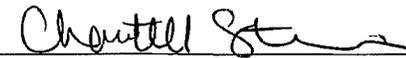
ADOPTED by the City Council and signed by the Mayor on the 24th day of January, 2012.

APPROVED:



Cheryl Kelley Farivar, Mayor

ATTEST:



Chantell Steiner, Finance Director/City Clerk

LEAVENWORTH CITY COUNCIL COMMITTEES 2016

Public Safety *(Meets the 2nd Tuesday of every month at 3:00 p.m.)*

Bob Francis
Carolyn Wilson
Gretchen Wearne

Parks *(Meets the 2nd Tuesday of every month at 4:00 p.m.)*

Elmer Larsen
Mia Bretz
Margaret Neighbors

Public Works (Including cemetery & parking) *(Meets the 2nd Tuesday of every month at 5:00 p.m.)*

Elmer Larsen
Bob Francis
Mia Bretz

Economic Development *(Meets the 4th Tuesday of every month at 4:00 p.m.)*

Michael Molohon
Gretchen Wearne
Mia Bretz

Finance *(Meets the 4th Tuesday of every month at 5:00 p.m.)*

Michael Molohon
Carolyn Wilson
Margaret Neighbors

**LEAVENWORTH
CITY COUNCIL
AD HOC COMMITTEES
2016**

TAB 9

City Administered Ad Hoc Committees:

Downtown Steering

Michael Molohon
Bob Francis
Gretchen Wearne
Bill Forhan
Kevin Rieke
Morey Gross
Oliver Brulotte

Festival & Events

Cheri Farivar
Michael Molohon
Elmer Larsen
Gretchen Wearne
Joel Walinski
Steve Lord
Jessica Mahugh
Doc Elsea
Matt Turnbull

Festhalle Oversight

Elmer Larsen
Bob Francis
Margaret Neighbors
Joel Walinski
Craig Hess
Mike McComas
Karl Ruether

Residential Advisory

Elmer Larsen	Susan Noland
Cheri Farivar	Matt Fields
Mia Bretz	Clint Strand
Annie Schmidt	Lia Ricketts
Ann Hessburg	Tom Keziah
Liz Hayes	Tibor Lak

City Representatives on other Agency Boards/Commissions:

Chelan – Douglas Health District

City of Entiat Representative

Chelan – Douglas Transportation Council

Cheri Farivar
Joel Walinski

Economic Development District

Michael Molohon

Leavenworth Area Promotions

Bob Francis
Elmer Larsen

Leavenworth Golf Course

Bob Francis
Carolyn Wilson

Leavenworth Pride

Michael Molohon
Mia Bretz

Link Transit

Mia Bretz

Mosquito District

Gretchen Wearne

Museum

Carolyn Wilson

RiverCom Board (attendees only-no vote)

Fire Chief Kelly O'Brien
Joel Walinski

Solid Waste Council

Margaret Neighbors

Upper Valley Park & Rec. Service Area

Carolyn Wilson
Mia Bretz

Festhalle Oversight Committee Membership

2013				
Elmer Larsen		1 – year	Councilmember	Exp. 12/2013
Tibor Lak		2 – year	Councilmember	Exp. 12/2014
Larry Meyer	Vice Chair	3 – year	Councilmember	Exp. 12/2015
Craig Hess		1 – year	Community Member	Exp. 12/2013
Karl Ruether		2 – year	Community Member	Exp. 12/2014
Mike McComas		3 – year	Community Member	Exp. 12/2015
Joel Walinski	Chair	1 – year	City Administrator	Exp. 12/2013
Chantell Steiner	Treasurer		Finance Director	
Sue Cragun	Secretary		Executive Assistant	

2014				
Elmer Larsen		3 – year	Councilmember	Exp. 12/2016
Tibor Lak		2 – year	Councilmember	Exp. 12/2014
Larry Meyer	Vice Chair	3 – year	Councilmember	Exp. 12/2015
Craig Hess		3 – year	Community Member	Exp. 12/2016
Karl Ruether		2 – year	Community Member	Exp. 12/2014
Mike McComas		3 – year	Community Member	Exp. 12/2015
Joel Walinski	Chair	1 – year	City Administrator	Exp. 12/2014
Chantell Steiner	Treasurer		Finance Director	
Sue Cragun	Secretary		Executive Assistant	

2015				
Elmer Larsen		3 – year	Councilmember	Exp. 12/2016
Tibor Lak		3 – year	Councilmember	Exp. 12/2017
Larry Meyer	Vice Chair	3 – year	Councilmember	Exp. 12/2015
Craig Hess		3 – year	Community Member	Exp. 12/2016
Karl Ruether		3 – year	Community Member	Exp. 12/2017
Mike McComas		3 – year	Community Member	Exp. 12/2015
Joel Walinski	Chair	1 – year	City Administrator	Exp. 12/2015
Chantell Steiner	Treasurer		Finance Director	
Sue Cragun	Secretary		Executive Assistant	

2016				
	Vice Chair			
Elmer Larsen		3 – year	Councilmember	Exp. 12/2016
Margaret Neighbors		3 – year	Councilmember	Exp. 12/2017
Robert Francis		3 – year	Councilmember	Exp. 12/2018
Craig Hess		3 – year	Community Member	Exp. 12/2016
Karl Ruether		3 – year	Community Member	Exp. 12/2017
Mike McComas		3 – year	Community Member	Exp. 12/2018
Joel Walinski	Chair	1 – year	City Administrator	Exp. 12/2016
Chantell Steiner	Treasurer		Finance Director	
Sue Cragun	Secretary		Executive Assistant	



Chelan County Fire District #3
228 Chumstick Hwy
Leavenworth, WA 98826
509-548-7711



MINUTES

DATE: December 9, 2015
TIME: 6:00pm
PLACE: Leavenworth Fire & Safety Facility
ATTENDING: Commissioner Frank, Commissioner Stanton, Chief O'Brien, and Secretary Kuch.

Public Comment Period – 3 minutes per person - none

Minutes from last meeting – Motion to approve minutes made by Commissioner Dawson. Commissioner Frank 2nd. Passed

Volunteer President's Report:

- Joint food drive with Boy scouts 15th at Dan's 4-7
- Volunteers are funding Gil's retirement party
- There are Nationwide benefits available to volunteers. Phil will look in to that.

Secretary's Report:

Financial Report – see attached

Vouchers - \$64,720.15

Motion to approve vouchers made by Commissioner Dawson. Commissioner Frank 2nd. Passed.

Budget Hearing: Commissioner Dawson made a **motion** to approve Resolution 2015-14 Special Bond Levy and Resolution 2015-15 Property Tax Levy. Commissioner Frank 2nd. Passed.

Chief's Report: See attached

MINUTES – Continued

Old Business:

- Chief O'Brien suggested asking Chelan County Assessor Deana Walters to provide information on Levy lifts. Secretary Kuch will inquire.

New Business:

- Swear in Commissioner Dawson
- Vacation pay – discussion regarding district coverage and the unique year in which career staff wasn't able to take vacations. Commissioners wanted to know at the next meeting where contract employees stood and options.
- PUD contract for service – Commissioners reviewed the new contract put together between NCW Chiefs and the PUD. Commissioner Dawson made a **motion** to approve the contract. Commissioner Frank 2nd. Passed.
- The Commissioners would like to meet with the City of Leavenworth safety committee in March to begin talking about the Fire Marshal contract.

Adjourned 7:20pm

Thomas Stanton, Chairman

Ross Frank, Commissioner

John Dawson, Commissioner

Stephanie Kuch, District Secretary

CHELAN COUNTY FIRE DISTRICT #3
228 Chumstick Rd.
Leavenworth, WA. 98826

Chief's Report
12/9/15

- **Emergency Response:** The recent weather event coinciding with Christmas Lighting kept the District busy over the weekend with over 9 emergency responses. The crews did very well.
- **Training:** The members trained on live fire extinguishment, OTEP and asbestos awareness. Classes were well attended. Next year I'll be conducting a Chief's drill once a quarter which is a drill of my choice designed to evaluate our strengths and weakness. The whole idea behind this is to allow our training division an opportunity to adjust the training schedule and conduct classes that will work on our areas of need.
- **Maintenance:** With the retirement of Assistant Chief Eggleston, our tools and shop layout will be reevaluated and changed to accommodate different personnel. I've asked Deputy Chief Horner to create a list of tools that need to be purchased so we can start the budgeting process. The 1997 Chevy flatbed is in the shop getting a new gasket on the intake manifold. The career staff completed deep cleaning and maintenance of the training room.
- **Assistant Chief Eggleston's last day was Monday, December 7th.** His official retirement date will be January 1st 2016. Newly hired Deputy Chief Brautaset will start January 15, 2016.
- **Volunteer Report:** We have 22 volunteers on the current roster and we expect at least 3 new members to start in January's recruit class.

Kelly O'Brien

ACCOUNTS PAYABLE

City Of Leavenworth
MCAG #: 0222

As Of: 12/31/2015

Time: 15:15:21 Date: 01/20/2016
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
21367	12/31/2015	12/31/2015	5760	Amazon/SYNC	291.78 Office Supplies
518 90 34 00	Office & Operating Supplie	502 000 518	Central Service	18.42	
518 90 34 00	Office & Operating Supplie	502 000 518	Central Service	5.81	
534 80 32 00	Operating Supplies-Trtmnt	403 000 534	Water	20.54	
534 80 32 00	Operating Supplies-Trtmnt	403 000 534	Water	20.54	
548 68 31 00	Office & Operating Supplie	501 000 548	Equip Rental &	9.64	
548 68 31 00	Office & Operating Supplie	501 000 548	Equip Rental &	68.39	
548 68 31 00	Office & Operating Supplie	501 000 548	Equip Rental &	32.38	
548 68 31 00	Office & Operating Supplie	501 000 548	Equip Rental &	29.78	
548 68 34 01	SPFI-Garbage Truck	501 000 548	Equip Rental &	14.50	
576 80 31 00	Office & Operating Supplie	001 000 576	Current Expens	9.64	
576 80 31 00	Office & Operating Supplie	001 000 576	Current Expens	32.37	
576 80 31 00	Office & Operating Supplie	001 000 576	Current Expens	29.77	
21345	12/31/2015	12/31/2015	41	Apple Valley Services Inc	130.00 Portable Toilet Rental
557 30 47 02	Utilities - Icicle Station	104 000 557	Lodging Tax	130.00	
21336	12/31/2015	12/31/2015	6384	Bretz, Mi-Sook	45.00 AWC Reimbursement
511 60 49 00	Misc-Reg/Dues/Subscriptio	001 000 511	Current Expens	45.00	
21348	12/31/2015	12/31/2015	6174	Cascade Girls Soccer	500.00 Festhalle Deposit Refund
347 30 06 03	Room Deposit Fees	110 000 340	Leavenworth Ci	-500.00	
21347	12/31/2015	12/31/2015	135	Cascade Quick Lube, LLC	25.21 Propane
548 68 32 00	Fuel Consumed	501 000 548	Equip Rental &	25.21	
21350	12/31/2015	12/31/2015	2313	Chelan County PUD	206.61 Commercial St Snow Melt & Lighting Control
542 63 47 00	Utilities	101 000 542	Streets	206.61	
21354	12/31/2015	12/31/2015	162	Chelan County Treasurer	23,836.00 Dump Fees
537 80 51 00	Dump Fees	402 000 537	Garbage	23,836.00	
21355	12/31/2015	12/31/2015	312	Dept of Licensing	267.00 Fuel Taxes
548 68 32 00	Fuel Consumed	501 000 548	Equip Rental &	267.00	
21346	12/31/2015	12/31/2015	249	Dept of Transportation	6,365.48 Fuel Consumed
548 68 32 00	Fuel Consumed	501 000 548	Equip Rental &	6,365.48	
21344	12/31/2015	12/31/2015	378	Dex Media	29.95 Advertising

ACCOUNTS PAYABLE

City Of Leavenworth
MCAG #: 0222

As Of: 12/31/2015

Time: 15:15:21 Date: 01/20/2016
Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
518 90 44 00	Advertising		502 000 518 Central Service	29.95	
21343	12/31/2015	12/31/2015	4410	69,323.33	Hurst Construction, LLC Commercial Street
595 30 63 08	Comm/Waterfront 3-8th Co		101 000 595 Streets	69,323.33	
21366	12/31/2015	12/31/2015	5626	331.00	KCDA Purchasing Cooperative City Can Liners
518 20 31 00	Office & Operating Supplie		001 000 518 Current Expens	16.55	
537 80 31 00	Office & Operating Supplie		402 000 537 Garbage	198.60	
575 48 31 00	Office & Operating Supplie		110 000 575 Leavenworth Ci	99.30	
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	16.55	
21351	12/31/2015	12/31/2015	2800	125.00	Munchen Haus LAP 2015
557 30 44 01	Advertising-LAP		104 000 557 Lodging Tax	125.00	
21352	12/31/2015	12/31/2015	2800	125.00	Munchen Haus Ski & Stay 2015
557 30 44 13	Advertising - Stevens Pass		104 000 557 Lodging Tax	125.00	
			Total Munchen Haus	250.00	
21353	12/31/2015	12/31/2015	546	848.97	N C Machinery Co., Inc PW Supplies
548 68 48 00	Repairs & Maintenance		501 000 548 Equip Rental &	848.97	
21337	12/31/2015	12/31/2015	346	4,474.29	Pace Engineers, Inc. Chumstick Hwy Multi Purpose Trail
594 34 41 05	Meadowlark LID		403 000 594 Water	1,210.43	
594 35 41 05	Meadowlark LID		404 000 594 Sewer	1,210.43	
595 10 63 06	Chumstick Multi Trail Engi		101 000 595 Streets	1,478.69	
595 20 61 02	Chumstick Multi Trail ROV		101 000 595 Streets	574.74	
21349	12/31/2015	12/31/2015	4644	238.81	Ricoh USA Inc. Copier Maintenance
518 90 45 00	Operating Rentals & Leases		502 000 518 Central Service	238.81	
21365	12/31/2015	12/31/2015	731	647.43	Staples Credit Plan Office Supplies
518 90 34 00	Office & Operating Supplie		502 000 518 Central Service	32.51	
518 90 34 00	Office & Operating Supplie		502 000 518 Central Service	110.32	
518 90 34 00	Office & Operating Supplie		502 000 518 Central Service	246.53	
534 80 31 00	Operating Supplies-Distrib		403 000 534 Water	130.07	
535 80 32 00	Operating Supplies-Trtmnt		404 000 535 Sewer	89.26	
548 68 31 00	Office & Operating Supplie		501 000 548 Equip Rental &	10.83	
548 68 31 00	Office & Operating Supplie		501 000 548 Equip Rental &	27.91	

ACCOUNTS PAYABLE

City Of Leavenworth
MCAG #: 0222

As Of: 12/31/2015

Time: 15:15:21 Date: 01/20/2016
Page: 3

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
21368	12/31/2015	12/31/2015	733		
			State Auditor's Office	3,003.54	2015 Audit
	518 90 41 01	Audit-ProSvs	502 000 518 Central Service	3,003.54	
21369	12/31/2015	12/31/2015	733		
			State Auditor's Office	1,107.50	2015 Audit
	518 90 41 01	Audit-ProSvs	502 000 518 Central Service	1,107.50	
Total State Auditor's Office				4,111.04	
21332	12/31/2015	12/31/2015	3963		
			TD&H Engineering Inc.	136.50	Commercial St
	595 90 41 04	Comm 3-8th Const Admin	101 000 595 Streets	136.50	
21333	12/31/2015	12/31/2015	3963		
			TD&H Engineering Inc.	1,245.00	Pine Street
	595 10 40 16	Pine Street Planning	101 000 595 Streets	1,245.00	
21335	12/31/2015	12/31/2015	3963		
			TD&H Engineering Inc.	2,420.75	Upper Valley MEND Review
	558 60 41 05	Pro.Svs. Develop Review-R	001 000 558 Current Expens	2,420.75	
Total TD&H Engineering Inc.				3,802.25	
21378	12/31/2015	12/31/2015	885		
			Town Ford	20.97	Truck Parts
	548 68 34 00	Supp Purchased For Invent	501 000 548 Equip Rental &	20.97	
21370	12/31/2015	12/31/2015	837		
			Visa	14.10	Postage
	542 65 31 01	Office & Operating Supplie	415 000 542 Parking	14.10	
21379	12/31/2015	12/31/2015	837		
			Visa	515.30	Office Supplies
	514 20 49 00	Misc-Reg/Dues/Subscriptio	001 000 514 Current Expens	60.00	
	548 68 31 00	Office & Operating Supplie	501 000 548 Equip Rental &	217.87	
	548 68 31 00	Office & Operating Supplie	501 000 548 Equip Rental &	12.78	
	548 68 31 00	Office & Operating Supplie	501 000 548 Equip Rental &	75.83	
	548 68 31 00	Office & Operating Supplie	501 000 548 Equip Rental &	70.43	
	575 48 31 00	Office & Operating Supplie	110 000 575 Leavenworth Ci	78.39	
21380	12/31/2015	12/31/2015	837		
			Visa	1,882.72	Office Supplies
	511 60 31 00	Office & Operating Supplie	001 000 511 Current Expens	59.98	
	511 60 31 00	Office & Operating Supplie	001 000 511 Current Expens	32.52	
	518 90 34 00	Office & Operating Supplie	502 000 518 Central Service	1.99	
	518 90 34 00	Office & Operating Supplie	502 000 518 Central Service	1.99	

ACCOUNTS PAYABLE

City Of Leavenworth
MCAG #: 0222

As Of: 12/31/2015

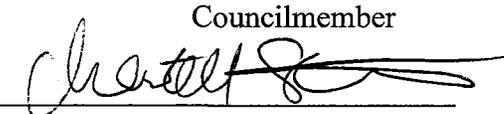
Time: 15:15:21 Date: 01/20/2016
Page: 4

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
534 80 32 00	Operating Supplies-Trtmnt		403 000 534 Water	27.90	
548 68 34 00	Supp Purchased For Invent		501 000 548 Equip Rental &	192.77	
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	103.90	
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	192.77	
594 75 63 00	Festhalle Capital Imp.		110 000 594 Leavenworth Ci	1,225.00	
595 30 63 08	Comm/Waterfront 3-8th Co		101 000 595 Streets	43.90	
Total Visa				2,412.12	

Report Total: 118,157.24

Fund	
001 Current Expense	3,019.80
101 Streets	73,008.77
104 Lodging Tax	380.00
110 Leavenworth Civic Center	1,902.69
402 Garbage	24,034.60
403 Water	1,409.48
404 Sewer	1,299.69
415 Parking	14.10
501 Equip Rental & Revolving Fund	8,290.74
502 Central Services	4,797.37

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Leavenworth, and that I am authorized to authenticate and certify to said claim.

Councilmember	Councilmember	Councilmember
Councilmember	 Councilmember	Coucilmember

ACCOUNTS PAYABLE

City Of Leavenworth
MCAG #: 0222

As Of: 01/27/2016

Time: 15:44:06 Date: 01/21/2016
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
21373	01/27/2016	01/27/2016	62 AWC	1,007.00	2016 AWC Drug & Alcohol Consortium & Random Testing
513 10 49 01	Assoc Washington Cities D		001 000 513	1,007.00	Current Expens
21374	01/27/2016	01/27/2016	62 AWC	2,783.61	2016 AWC Worker's Comp Retro Program
511 60 20 00	Benefits		001 000 511	21.98	Current Expens
513 10 20 00	Benefits		001 000 513	97.19	Current Expens
514 20 20 00	Benefits		001 000 514	102.11	Current Expens
518 20 20 00	Benefits		001 000 518	17.37	Current Expens
534 80 20 00	Benefits		403 000 534	538.89	Water
535 80 20 00	Benefits		404 000 535	590.56	Sewer
536 50 20 00	Benefits		001 000 536	88.72	Current Expens
537 80 20 00	Benefits		402 000 537	207.64	Garbage
542 30 20 00	Benefits		101 000 542	265.05	Streets
543 10 20 00	Benefits		101 000 543	101.35	Streets
548 68 20 00	Benefits		501 000 548	119.89	Equip Rental &
557 30 20 00	Benefits		104 000 557	17.37	Lodging Tax
558 60 20 00	Benefits		001 000 558	168.16	Current Expens
559 30 20 00	Benefits		001 000 559	90.46	Current Expens
575 48 20 00	Benefits		110 000 575	9.16	Leavenworth Ci
576 20 20 00	Benefits		176 000 576	54.96	Community Sw
576 80 20 00	Benefits		001 000 576	292.75	Current Expens
Total AWC				3,790.61	
21372	01/27/2016	01/27/2016	6397 Benson, Courtney	23.97	Overpayment Refund
362 30 00 16	Parking Violation Fees		415 000 360	-23.97	Parking
21398	01/27/2016	01/27/2016	123 Cascade Analytical, Inc.	66.95	Water Testing
534 80 51 00	Water Testing		403 000 534	66.95	Water
21399	01/27/2016	01/27/2016	123 Cascade Analytical, Inc.	36.05	Water Testing
534 80 51 00	Water Testing		403 000 534	36.05	Water
21400	01/27/2016	01/27/2016	123 Cascade Analytical, Inc.	53.56	Water Testing
534 80 51 00	Water Testing		403 000 534	53.56	Water
Total Cascade Analytical, Inc.				156.56	

ACCOUNTS PAYABLE

City Of Leavenworth
MCAG #: 0222

As Of: 01/27/2016

Time: 15:44:06 Date: 01/21/2016
Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
21361	01/27/2016	01/27/2016	162	Chelan County Treasurer	3,062.84	Housing Of Inmates 2/16
	521 10 51 00	Chel. Co. Sheriff - Jail	001 000 521	Current Expens	3,062.84	
21391	01/27/2016	01/27/2016	171	Cintas Corporation Loc #607	234.07	Mats
	518 20 48 00	Repairs & Maintenance Cit	001 000 518	Current Expens	24.93	
	535 80 48 00	Repairs & Maintenance	404 000 535	Sewer	18.30	
	548 68 48 00	Repairs & Maintenance	501 000 548	Equip Rental &	145.99	
	576 80 48 00	Repairs & Maintenance	001 000 576	Current Expens	44.85	
21392	01/27/2016	01/27/2016	171	Cintas Corporation Loc #607	234.07	Mats
	518 20 48 00	Repairs & Maintenance Cit	001 000 518	Current Expens	24.93	
	535 80 48 00	Repairs & Maintenance	404 000 535	Sewer	18.30	
	548 68 48 00	Repairs & Maintenance	501 000 548	Equip Rental &	145.99	
	576 80 48 00	Repairs & Maintenance	001 000 576	Current Expens	44.85	
				Total Cintas Corporation Loc #607	468.14	
21363	01/27/2016	01/27/2016	199	Commercial Printing Inc	194.65	Business Cards M. Neighbors, M. Bretz & G. Wearne
	511 60 31 00	Office & Operating Supplie	001 000 511	Current Expens	194.65	
21357	01/27/2016	01/27/2016	256	Divco, Inc.	3,130.59	HVAC City Hall/Festhalle
	518 20 48 00	Repairs & Maintenance Cit	001 000 518	Current Expens	1,565.30	
	575 48 48 00	Repairs & Maintenance	110 000 575	Leavenworth Ci	1,565.29	
21360	01/27/2016	01/27/2016	298	Firefly Inc.	1,598.90	Computer Replacement A. Reinhart
	594 14 64 ⁰¹ 00	PC/Finance Staff <i>Public Works</i>	502 000 594	Central Service	1,598.90	
21381	01/27/2016	01/27/2016	298	Firefly Inc.	1,538.53	Web Hosting/Server Management/Email Hosting/
	518 90 41 00	Professional Services	502 000 518	Central Service	1,538.53	
				Total Firefly Inc.	3,137.43	
21356	01/27/2016	01/27/2016	832	Frontier	30.56	Advertising
	535 80 42 00	Comm-Phone/Postage/Fx	404 000 535	Sewer	30.56	
21359	01/27/2016	01/27/2016	832	Frontier	1,290.04	City Landlines
	518 90 42 00	Comm-Phone/Postage/Fx	502 000 518	Central Service	470.13	

ACCOUNTS PAYABLE

City Of Leavenworth
MCAG #: 0222

As Of: 01/27/2016

Time: 15:44:06 Date: 01/21/2016
Page: 3

Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
534 80 42 00	Comm-Phone/Postage/Fx		403 000 534 Water	41.38		
534 80 42 00	Comm-Phone/Postage/Fx		403 000 534 Water	112.26		
535 80 42 00	Comm-Phone/Postage/Fx		404 000 535 Sewer	43.57		
535 80 42 00	Comm-Phone/Postage/Fx		404 000 535 Sewer	43.57		
535 80 42 00	Comm-Phone/Postage/Fx		404 000 535 Sewer	73.56		
535 80 42 00	Comm-Phone/Postage/Fx		404 000 535 Sewer	82.27		
557 30 44 01	Advertising-LAP		104 000 557 Lodging Tax	46.52		
575 48 42 00	Phone/Postage/Fax		110 000 575 Leavenworth Ci	220.95		
576 20 42 00	Comm-Phone/Postage/Fx		176 000 576 Community Sw	43.57		
576 80 47 00	Utilities		001 000 576 Current Expens	112.26		
Total Frontier				1,320.60		
21385	01/27/2016	01/27/2016	6366	Goss, Brenda J.	17.50	Parking Ticket Refund
362 30 00 16	Parking Violation Fees		415 000 360 Parking	-17.50		
21383	01/27/2016	01/27/2016	328	Grainger	740.92	WTP Supplies
534 80 35 00	Small Tools & Minor Equip		403 000 534 Water	740.92		
21388	01/27/2016	01/27/2016	331	Graybeal Signs Inc.	320.86	P2 Parking Sign
542 65 48 01	Repairs & Maintenance		415 000 542 Parking	320.86		
21389	01/27/2016	01/27/2016	331	Graybeal Signs Inc.	37.94	P1 & P4 Vinyl Lettering
542 65 48 01	Repairs & Maintenance		415 000 542 Parking	37.94		
21390	01/27/2016	01/27/2016	331	Graybeal Signs Inc.	264.50	Garbage Truck Graphics
548 68 34 02	SPFI-Cardboard Truck		501 000 548 Equip Rental &	264.50		
Total Graybeal Signs Inc.				623.30		
21334	01/27/2016	01/27/2016	345	Haglund's Trophies	16.80	Donation Plaque/W Goomsba
594 73 60 03	Tourism Cap. Imp. Fund Pr		104 000 594 Lodging Tax	16.80		
21362	01/27/2016	01/27/2016	2380	JP Cooke Company	57.50	2016 Dog Tags
554 30 31 00	Operating Supplies-Dog Ta		001 000 554 Current Expens	57.50		
21387	01/27/2016	01/27/2016	5626	KCDA Purchasing Cooperative	295.53	City Supplies
518 20 31 00	Office & Operating Supplie		001 000 518 Current Expens	203.63		
548 68 31 00	Office & Operating Supplie		501 000 548 Equip Rental &	45.95		

ACCOUNTS PAYABLE

City Of Leavenworth
MCAG #: 0222

As Of: 01/27/2016

Time: 15:44:06 Date: 01/21/2016
Page: 4

Accts Pay #	Received	Date Due	Vendor	Amount	Memo		
	576 80 31 00		Office & Operating Supplie	001 000 576	Current Expens	45.95	
21397	01/27/2016	01/27/2016	488	Les Schwab Tires		312.87	Dump Truck Parts
	548 68 34 00		Supp Purchased For Invent	501 000 548	Equip Rental &	312.87	
21358	01/27/2016	01/27/2016	489	LocalTel Communications Inc		45.74	WTP Internet
	534 80 42 00		Comm-Phone/Postage/Fx	403 000 534	Water	45.74	
21384	01/27/2016	01/27/2016	526	Mobile Fleet Service Inc.		18.97	Dump Truck Parts
	548 68 34 00		Supp Purchased For Invent	501 000 548	Equip Rental &	18.97	
21382	01/27/2016	01/27/2016	532	Motor Mart		247.15	WWTP Supplies
	535 80 32 00		Operating Supplies-Trtmnt	404 000 535	Sewer	247.15	
21269	01/27/2016	01/27/2016	546	N C Machinery Co., Inc		3,501.86	Equipment Rental 11/15
	542 66 45 00		Operating Rentals & Leases	101 000 542	Streets	3,501.86	
21401	01/27/2016	01/27/2016	475	NCW Media, Inc.		45.86	Ordinance 1516
	518 90 44 00		Advertising	502 000 518	Central Service	45.86	
21375	01/27/2016	01/27/2016	617	Petty Cash		209.89	Petty Cash Replenishment
	369 81 00 00		Cashier's Overages Or Shor	001 000 360	Current Expens	50.00	
	518 90 42 00		Comm-Phone/Postage/Fx	502 000 518	Central Service	4.14	
	535 80 32 00		Operating Supplies-Trtmnt	404 000 535	Sewer	125.00	
	559 30 31 00		Office & Operating Supplie	001 000 559	Current Expens	5.75	
	576 80 31 00		Office & Operating Supplie	001 000 576	Current Expens	125.00	
21364	01/27/2016	01/27/2016	6313	Professional Snowboard Guide		115.00	Business License Refund
	589 00 01 01		Business License Refunds	001 000 580	Current Expens	115.00	
21386	01/27/2016	01/27/2016	2390	Reinhart, Angela		60.83	WWTP Plant Reimbursement
	535 80 32 00		Operating Supplies-Trtmnt	404 000 535	Sewer	60.83	
21393	01/27/2016	01/27/2016	4760	Rowes Tractor		309.38	Bobcat Snow Blowers
	548 68 34 00		Supp Purchased For Invent	501 000 548	Equip Rental &	309.38	
21394	01/27/2016	01/27/2016	900	Western Peterbilt Inc		687.66	New Garbage Truck Parts
	548 68 34 02		SPFI-Cardboard Truck	501 000 548	Equip Rental &	687.66	

ACCOUNTS PAYABLE

City Of Leavenworth
MCAG #: 0222

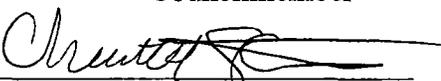
As Of: 01/27/2016

Time: 15:44:06 Date: 01/21/2016
Page: 5

Accts Pay # Received Date Due	Vendor	Amount	Memo
21395 01/27/2016 01/27/2016 900	Western Peterbilt Inc	376.78	Labrie Garbage Truck Parts
548 68 34 01 SPFI-Garbage Truck	501 000 548 Equip Rental &	376.78	
Total Western Peterbilt Inc		1,064.44	
21396 01/27/2016 01/27/2016 902	Western Tire Chain	1,038.79	Tire Chains For 2 Loaders
548 68 48 00 Repairs & Maintenance	501 000 548 Equip Rental &	1,038.79	
Report Total:		24,007.72	

Fund	
001 Current Expense	7,463.18
101 Streets	3,868.26
104 Lodging Tax	80.69
110 Leavenworth Civic Center	1,795.40
176 Community Swimming Pool	98.53
402 Garbage	207.64
403 Water	1,635.75
404 Sewer	1,333.67
415 Parking	400.27
501 Equip Rental & Revolving Fund	3,466.77
502 Central Services	3,657.56

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Leavenworth, and that I am authorized to authenticate and certify to said claim.

Councilmember	Councilmember	Councilmember
Councilmember	Councilmember 	Councilmember