



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*
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 March 8, 2016 - 6:30 p.m.

Call to Order

Flag Salute

Roll Call

Consent Agenda

1. Approval of Agenda
2. Approval of February 23, 2016 Regular Meeting Minutes
3. 2016 Claims \$59,845.23
4. February 2016 Payroll \$198,835.09

Public Safety Report: Sargent Bruce Long, Liaison Officer

Comments from the Public on Items Not on the Agenda

Councilmember and Committee Reports

Mayor/Administration Reports

Resolutions, Ordinances, Orders and Other Business

1. Action: Lodging Tax Group Funding Requests
2. Action: Authorization to Bid Meadowlark Phase I Water and Sewer
 - a) Motion to Suspend Financial Policy Section 5.d
 - b) Motion to Suspend Meadowlark Development Agreement, Exhibit D
 - c) Motion to Authorize Construction Bid Advertising
3. Action: Ordinance 1522 Parking Regulations – 2nd Reading
4. Action: Resolution 04-2016 Limited Parking Enforcement Authorization
5. Action: Special Use Permit: Village Art in the Park

Information Items for Future Consideration

1. Public Disclosure Commission Filing Deadline April 15th

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

(Next Ordinance is 1523 - Next Resolution is 05-2016)

SUPPLEMENTAL COUNCIL AGENDA

1. Lodging Tax Group Funding Requests

The City Council is being asked to approve the expenditure of the Lodging Tax Group Funding Requests for 2016. Based on the Council discussion at the morning study session, the Mayor will confirm the motion for this evening's consideration. As a note, if the Council opts to increase the Lodging Tax Funding for 2016 then a budget amendment will be presented at a later date.

The following items are included under **TAB 1**:

- Summary Spreadsheet of Applicants
- 5 Group Funding Applications
- RCW stating use of Lodging Tax Funds

- **MOTION:** *The Leavenworth City Council moves to approve \$ _____ for _____, \$ _____ for _____, \$ _____ for _____, \$ _____ for _____, and \$ _____ for _____ for use of the Lodging Tax Group Funds for the 2016 calendar year.*

2. Authorization to Bid Meadowlark Phase I Water and Sewer

The City Council is being asked to consider authorizing for bid the Meadowlark Phase I Water and Sewer Project. To accomplish this, the City Council will need to first suspend the City's Financial Policy Section 5.d and then agree to suspend the Meadowlark Development Agreement, Exhibit D. The suspension of Section 5.d of the Financial Policy relates to language within the policy pertaining to City financial partnerships and financial sureties required. Exhibit D of the Meadowlark Development Agreement is the "Financial Pathway" exhibit and relates to the financial sureties required to be in place prior to the bidding of this project. Upper Valley MEND has requested the City Council to consider suspending these conditions so that the project may proceed to public bid.

The project consists of the installation of various 6, 8, and 12 inch ductile iron water main, fire hydrants, and water services; 6 and 8 inch diameter PVC sanitary sewer, sewer cleanouts, manholes, surveying and other associated work to provide the water and sewer transmission lines and service lines within the Meadowlark Housing Development. The plans and specifications have been developed by David A. Allen, P.E of SCJ Alliance. The City hired Steve Marsh, P.E. of TD&H to complete the review and provide comments on the plan sets. Public Works and Development Services staff have also reviewed the plan set. The detailed specifications include a number of geotechnical reports from Nelson Geotechnical & Associates. The engineer's estimate of probable costs for construction are \$743,715. Additional costs for the project include testing, construction engineering and onsite construction monitoring which are typical for public improvements. The certified engineer's estimate of probable costs for all costs is \$1,003,272. Full funding source for this project has not been identified. If approved Tuesday evening, the project would be posted for bid on Thursday March 10, 2016 and the bid closing would be Friday April 1, 2016.

The full write up of these items are included as discussion items in the Study Session material for Tuesday March 8, 2016. The information is provided again under each item.

The following items relate to the motions below and are included under **TAB 2:**

- **A** – Resolution 10-2014 Financial Policy
- **B** – Meadowlark Development Agreement
- **C** – Certified Engineers Estimate of Probable Costs, SCJ Alliance, Feb. 16, 2016
- **C** – Meadowlark Development Letter, Feb. 23, 2016
- **C** – Invitation to Bid

A. Motion to Suspend Financial Policy Section 5.d.

The Leavenworth City Council adopted the Financial Policy by Resolution 10-2014 on May 13, 2014. Prior to approval, the City Council began the development of the policy early in 2012; after several reviews and changes the Council approved the Financial Policy by resolution. The intent of the Financial Policy serves many purposes for the Council and Staff regarding the fiduciary responsibilities of the City. It provides the guidance to the Council on budgeting for revenue and expenses, investing in capital projects individually and in cases where a partnership is desired with a private developer, and guidance for issuing short and long term debt instruments. In addition, the policy provides direction on establishing goals and maintaining reserve fund balances for operating and capital improvements, investing of public funds, establishing and maintaining special revenue funds as required by local, state and federal laws, establishing accounting, auditing and financial reporting policies and setting forth the budget calendar for administering the budget process which is governed by state statutes.

The passage and adherence to the Financial Policies provides transparency to City government. It offers residents and business owners a document that makes available to them the information on how the City goes about managing its financial resources. Auditors, banks, and bonding agencies use the City's Financial Policy to determine if the City is in adherence with their own policy and decision making guidelines, how does the City manage risk, and offers a playbook on how the City goes about managing their financial responsibilities.

Recent Council subcommittee meeting discussions with the Meadowlark Developers has resulted in the request by the Meadowlark Developers to proceed with a bid advertising process for the Meadowlark onsite utility project without the specified financing in place as outlined in the City Financial Policy. Within the Financial Policy, specific to this request, would be a deviation to the Finance Policy Section 5. Capital Investment Budget Policies, subsection d, which identifies the following criteria:

d. The City will identify the estimated costs and potential funding sources for each capital project proposal before it is submitted to Council for approval. The City will use intergovernmental assistance and other outside resources whenever possible.

1. *Partnership funding with non-intergovernmental partners: The City may consider entering into agreements with various non-governmental agencies for a specific project development on a case by case basis through the use of a Developer Reimbursement and Collection Agreement as defined in the Leavenworth Municipal Code or other City Council approved agreement. In general the City is not considered a partner for development of new construction; however, the City Council may consider a financial partnership that meets at a minimum the following criteria:*

- i. *The project costs meet all financial criteria within this Financial Policy without jeopardizing the financial stability or credit rating of the City.*
- ii. *The project has been accounted for in the City's various planning documents including but not limited to the 6-year Capital Facilities Plan, 6-year Transportation Improvement Plan, Water, Sewer, Stormwater, Park & Recreation, Regional Trails and/or Downtown Master Plans.*
- iii. *The Developer provides the City with financial proof of ability to complete the construction of the project at 125% of the total estimated project costs prior to any City commitment. Financial proof could include secured bond funding notification from the bonding agency or a final line of credit from an FDIC banking institution.*
- iv. *The City Council may choose to incorporate additional criteria on a case by case basis for projects requesting partnership funding.*

At this time, Item d and Sections "1.i and 1.iii" are unknown factors for the City of Leavenworth as it is unknown what the full project funding will be based on the certified engineers estimate of probable costs; this specifically includes any gap funding that would be needed to cover construction costs above and beyond the \$550,000 as identified in the Development Agreement or the \$750,000 based on MEND's current request. These funds are derived from the Community Development Block Grant that the City has acquired for the project; no formal financial documents have been provided to the City from the Meadowlark Developers to ensure that revenues are available to cover the cost of the project exceeding the CDBG funding and allowing the project to proceed to bid advertising as specified in item iii above. Items "ii and iv" are being included in the evening motion to ensure no violation of the policy is committed by the City Council regarding the Meadowlark Development Project.

For the project to move forward at this time and approve the authorization to bid, the City Council will need to suspend the City's compliance with the Finance Policy for this project. Staff would also identify to the Council that other sections of the Finance Policy may also need to be considered for further suspension and or amendment if the City Council chooses to proceed with awarding the project to the lowest responsible bidder after bid opening has been finalized and a contract is ready to be established.

- **MOTION FOR ITEM A:** *The Leavenworth City Council moves to suspend the Financial Policy Section 5.d under Capital Investment Budget Policies.*
- **Alternate Motion:** *The Leavenworth City Council prior to authorizing the public bid of the Meadowlark Phase I Water and Sewer project requests that the Meadowlark Developers provide the necessary financial surety as required in the City of Leavenworth Financial Policy for the approval of the City Attorney and based on the Certified Engineer's Estimate of Probable Cost.*

B. Motion to Suspend Meadowlark Development Agreement, Exhibit D

The second action for consideration by the City Council is to consider the suspension of the approved Development Agreement. The Meadowlark Development Agreement (DA) is a contract between the City of Leavenworth and the Meadowlark Developers (owners or controlling entity) for property within the City. The purpose of the agreement is to specify the standards and conditions that govern development of the property. The development agreement

provides assurances to the Meadowlark Developers that the development regulations that apply to the project will not change during the term of the agreement. The City Council has required conditions to mitigate project impacts, clarification about project phasing, and timing / extent of public improvements. In addition, this Development Agreement formalized the Council's acceptance of deviations to the Leavenworth Municipal Code (LMC) standards and specifications to allow, for example, smaller streets, lots, and setbacks which gained flexibility (and cost savings) for the Meadowlark Developers. These many and varied deviations are perfected within the Planned Development (pursuant to LMC 18.40.020) as granted by the Hearing Examiner. Finally, the DA includes the facilitation of enforcement of requirements (since it is a contract and includes financial commitments/obligations) that details the obligations of the Meadowlark Developers and the City of Leavenworth.

On February 23, 2016 the City received a letter signed by all parties of the Meadowlark Development requesting the provisions within the DA Exhibit D "Financial Pathway" document be temporarily suspended to allow the authorization of the public bid of the Meadowlark Phase I Water & Sewer Project. The developers further requested that pending the bid results they would also request the development of an amendment to the DA.

If the City Council moves to suspend the current DA Exhibit D and open the door for an amendment, any changes will require: 1) amendment to the DA by Council Resolution; and 2) amendment to the Planned Development by Hearing Examiner action. No site disturbing permits, approvals or authorization to proceed with development (construction activity) may proceed without the required approvals of the DA amendments and/or Planned Development (PD) amendments. This is required as the DA and the PD are the contractual agreements between the developer and the City protecting the interests of both parties. The approval for moving forward on the project is based on each party's responsibilities outlined within the DA and PD. The necessary proceedings will be initiated upon submittal (by the Meadowlark Developers) of any requested amendments with all necessary supporting documents *and fees*. If an amendment includes differing access, Chelan County approval of locations which intersect Chumstick Highway or Titus Road is required.

- **MOTION FOR ITEM B:** *The Leavenworth City Council moves to suspend the Development Agreement with the Meadowlark Developers.*
- **Alternate Motion:** *The Leavenworth City Council prior to authorizing the public bid of the Meadowlark Phase I Water and Sewer project requests that the Meadowlark Developers provide the necessary financial surety as required in the Meadowlark Development Agreement, Exhibit D for the approval of the City Attorney and based on the Certified Engineer's Estimate of Probable Cost.*

C. Motion to Authorize Construction Bid Advertising –

The final action required by the City Council is the consideration of the authorization for the public bidding of the Meadowlark Phase I Water & Sewer Project. The project consists of the installation of various 6, 8, and 12 inch ductile iron water main, fire hydrants, and water services; 6 and 8 inch diameter PVC sanitary sewer, sewer cleanouts, manholes, surveying and other associated work to provide the water and sewer transmission lines and service lines within the Meadowlark Housing Development. The plans and specifications have been developed by David A. Allen, P.E of SCJ Alliance. The City hired Steve Marsh, P.E. of TD&H to complete the review and provide comments on the plan sets. Public Works and Development Services staff

have also reviewed the plan set. The detailed specifications include a number of geotechnical reports from Nelson Geotechnical & Associates. The engineer's estimate of probable costs for construction are \$743,715. Additional costs for the project include testing, construction engineering and onsite construction monitoring which are typical for public improvements. Full funding source for this project has not been identified. If approved Tuesday evening the project would be posted for bid on Thursday March 10, 2016 and the bid closing would be Friday April 1, 2016.

- **MOTION FOR ITEM C:** *The Leavenworth City Council moves to authorize the Meadowlark Project to proceed with bid advertising.*
- **Alternate Motion:** *The Leavenworth City Council tables the consideration of authorizing the public bid of the Meadowlark Phase I Water and Sewer project until such time that the Meadowlark Developers provide the necessary financial surety as required in the City Financial Policy and Meadowlark Development Agreement, Exhibit D for the approval of the City Attorney and based on the Certified Engineer's Estimate of Probable Cost.*

3. Ordinance 1522 Parking Regulations – 2nd Reading

The City Council is being asked to review and consider for approval of Ordinance 1522 which are changes to the Leavenworth Municipal Code Chapter 10 regarding Parking Regulations. The request for change was initiated by the Public Safety Committee after discussions with the City's Sheriff Liaison Officer Sergeant Bruce Long. The request was to authorize Pacific Security Officers, which the City contracts with, be given the additional authority to enforce other parking violations within the City. The Council reviewed these changes at the February 23, 2016 Council Meeting.

The Public Safety Committee recommendations for areas of increased enforcement by Pacific Security include the following areas:

10.08.020 – Parking in the travel lane of any street in the City.

10.08.120 – Parking Prohibited Areas. On streets or in designated municipal parking areas where signs, or pavement marking, ramps, or curbs prohibit parking.

1. "No Parking" signs or other markings, such as yellow zone markings, indicate no parking at any time.
2. "Fire Lane" signs or yellow painted curb, which shall mean no parking due to use such as fire lane or delivery lane.
3. The vehicle blocks access to a fire hydrant whether painted or not.
4. Bus Stop (not included).
5. Unauthorized disabled parking (not included).
6. Any portion of the vehicle is on the curb or the sidewalk.
7. Any portion of the vehicle blocks pedestrian access to a cross walk, whether marked or not.
8. Any portion of the vehicle blocks pedestrian access to a pedestrian ramp.

While many of these violations are currently within the Leavenworth Municipal Code (LMC) or a violation under Revised Code of Washington (RCW); code language needed to be changed to include RCW violations within the LMC and to allow for the code violation penalty to include the issuance of a “parking infraction” which requires the payment of a monetary penalty to the City of Leavenworth. One RCW violation that needed to be added to the LMC is the violation for parking in a travel lane which was added under section 10.08.020. The “parking infractions” are different from civil infractions in that the City is the agency which collects the fees and the parking infractions would be issued by Pacific Security. Unpaid “parking infractions” are referred to collections rather than the district court for compliance and payment. Parking violations issued by Chelan County Deputies would continue to be a civil infraction and payment would be made through the Chelan County District Court.

These changes have been reviewed and recommended by the City Attorney, Public Safety Liaison Officer, and Public Safety Committee. The “fine” for these parking infractions at this time is \$25.00 as set by the Council Resolution 03-2016 Amending Rates and Fees approved on February 23, 2016.

To accomplish this task, the code language needs to be changed to allow for the code violation penalty to include the issuance of a “parking infraction” which requires the payment of a monetary penalty to the City of Leavenworth. These “parking infractions” are different from civil infractions in that the City is the agency which collects the fees. Unpaid “parking infractions” are referred to collections rather than the district court for compliance and payment.

One question that did come up at the first reading was in regard to Section 10.08.030 Time limit zones. This language is within the current code. The question was asked on the application of the section of code. Since the City has very limited time zone parking areas; for example City Hall one hour limit and the Outdoor Pool Parking Lot, two hour limit, this language would prohibit users from moving the vehicle from one space to another within the lot during the same day. This language does not prohibit parking of a vehicle in an untimed on street parking location multiple times per day.

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

- Chapter 10.08 Parking Regulations – redline version
- Ordinance No. 1522 Parking Regulations
- **MOTION:** *The Leavenworth City Council moves to adopt Ordinance 1522 Parking Regulations.*

4. Resolution 04-2016 Limited Parking Enforcement Authorization

The City Council is being asked to approve Resolution 04 – 2016 which authorizes the enforcement of parking violations to the Mayor’s designee. This authorization will allow for Pacific Security, which is contracted by the City, to issue “parking infractions” for vehicles in violation of provisions of the Leavenworth Municipal Code (LMC) 10.08. Specific violations include the following:

10.08.020 – Parking in the travel lane of any street in the City.

10.08.120 Parking Prohibited Areas. On streets or in designated municipal parking areas where signs, or pavement marking, ramps, or curbs prohibit parking.

1. “No Parking” signs or other markings, such as yellow zone markings, indicate no parking at any time.
2. “Fire Lane” signs or yellow painted curb, which shall mean no parking due to use such as fire lane or delivery lane.
3. The vehicle blocks access to a fire hydrant whether painted or not.
4. Bus Stop (not included).
5. Unauthorized disabled parking (not included).
6. Any portion of the vehicle is on the curb or the sidewalk.
7. Any portion of the vehicle blocks pedestrian access to a cross walk, whether marked or not.
8. Any portion of the vehicle blocks pedestrian access to a pedestrian ramp.

These changes have been reviewed and recommended by the City Attorney, Public Safety Liaison Officer, and Public Safety Committee. The “fine” for these parking infractions at this time is \$25.00 as set by the Council Resolution 03-2016 Amending Rates and Fees approved on February 23, 2016. Parking violations issued by Chelan County Deputies would continue to be a civil infraction and payment would be made through the Chelan County District Court.

Previously, the Council had authorized the Mayor’s designee limited authority on enforcement of timed parking either within City parking lots or the on street 30 minute zones. This authorization would allow for a more comprehensive parking enforcement program. The effort being made on parking enforcement is to increase pedestrian access and safety, limit congestion issues of improperly parked vehicles, and improve the safe operation of vehicles on City streets.

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

- Resolution No. 04 – 2016 Parking Time Limit Zones
 - **MOTION:** *The Leavenworth City Council moves to approve Resolution 04-2016 Limited Enforcement Authorization.*

5. Special Use Permit – Village Art in the Park

The City Council is being asked to consider and approve a Special Use Permit (SUP) to allow for temporary use of approximately 6,969 square feet of the City’s paver covered area of Front Street Park for the Village Art in the Park event. Art in the Park is an annual event that begins in May and is open Friday – Sunday including Holidays; 4th of July weekend begins the extended hours of Thursday – Sunday through the Labor Day holiday and then resumes the three day weekend schedule for the remainder of the season.

The SUP annual payment is reduced by \$2,000 should the event organizers choose to donate \$2,000 to a Leavenworth art education program. Earlier this year Art in the Park donated funds to Icicle River Middle School. The total cost of the 2016 SUP less the \$2,000 donation is \$6,758.28 which includes the required Washington State Leasehold Excise Tax.

Generally a SUP is approved administratively as long as the use is consistent with past City practices, current city ordinances and policies. Significant changes in the SUP or requests for a use that have not been approved and discussed previously by the City Council will be referred to the Council for review and consideration. Examples of this would include a significant street closure for multiple days, a new commercial use within a park area, or expansion on the sale of alcohol on City property. In this case the SUP for the Village Art in the Park is traditionally brought before the Council because of the scope and length of contract. The SUP allows Art in the Park to use the majority of space within Front Street Park from early May through the end of Oktoberfest. There are no significant changes to this SUP for 2016; staff recommends approval of the SUP.

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

- Special Use Permit Agreement
- 2016 Prospectus
- **MOTION:** *The Leavenworth City Council moves to approve the Special Use Permit for Village Art in the Park.*

LEAVENWORTH CITY COUNCIL
Study Session Agenda
City Hall - Council Chambers
March 8, 2016 9:00 a.m.

9:00 – 9:15 Chamber Report

This time is provided for a Chamber of Commerce representative to provide an update to the City Council on items of interest to the Chamber and City.

9:15 – 10:00 Meadowlark Phase 1 Water & Sewer Discussion

This time is provided to review and discuss the actions necessary by the City Council to authorize the public bid of the Meadowlark Phase I Water and Sewer Line. This is the specific project that is partially funded by the Community Development Block Grant (CDBG) awarded to the City in 2012. After receiving the award the City Council approved the contract with the Department of Commerce for the expenditure of the funds with the requirement that approximately 30 Low to Moderate income (LMI) homes would be constructed and occupied by November 30, 2019.

Over the last several years the Meadowlark Developers have modified their development plans. In 2014, the Developers negotiated and received a second approval by the City Council and Hearing Examiner for a modification of their initially approved Development Agreement. This agreement allowed for lot and roadway dimensional deviations from the City development standards and acceptance by the City Council for the construction of 22 LMI homes by the November 2019 grant deadline date. At that time the City had discussions with the Department of Commerce and negotiated an agreement of understanding with them on the approval of the 22 homes with the expenditure of \$550,000. The additional \$200,000 would be used towards a Phase II of the project or returned to the funders if a Phase II was not initiated by the Nov 2019 deadline. The 2014 Development Agreement reflects the efforts involved by all parties to construct a workable solution for MEND and the developers for the success of their projects and to address the concerns and risk assessments of the Department of Commerce and the City.

The approved Development Agreement was the basis for the City to move forward working through a number of commitments outlined within the Development Agreement in support of the Meadowlark Development. At this time, the City's financial commitments and expenditures are outlined in the table below:

2060 Funds (MEND and City on Meadowlark/CDBG Grant Application)		\$45,450.00
City paid Attorney costs for MEND/Meadowlark Onsite - services through 2/29/16		\$14,424.00
City's commitment and share of \$960,606 Bond for Chumstick Trail and W/S Lines.		\$193,000.00
Duncan Property and other ROW Acquisitions		\$291,000.00
CDBG Grant (Full Funding Amount)		\$750,000.00

In addition, the City has provided significant staff time in assisting the developers in moving their project through the approval process at the City and with other agencies (Department of Ecology, Corp. of Engineers, etc.). To date the estimated cost in staff time is \$45,261, many of those costs are through the Development Services Department for plan review and processing of the applications with an estimated 628 hours; recall that the site plan and development agreement have been brought through the full approval process twice; once in 2013 and again in 2014. The estimated future costs to the City for staff support through construction management, oversight and reporting of the CDBG funds, LID Bonding, and finalizing the project are estimated to be approximately \$45,000 in additional staff resources.

In February of this year, Upper Valley MEND, representing the Meadowlark Developers provided the City with information necessary to develop plan sets and bid documents for the Meadowlark Phase I Water and Sewer. Staff has reviewed the information and developed the bid document information package. The bid plan sets and bid specifications have been reviewed by the Department of Commerce. The issue at this time pertains to the funding of the project. The certified engineer's estimate is \$1,003,272. This includes construction, construction engineering and a 15% contingency (Included under Tab 2: Certified Engineers Estimate of Probable Costs, SCJ Alliance, February 16, 2016).

The current approved Development Agreement identifies \$550,000 of CDBG funds to be expended for the Meadowlark Phase I Water and Sewer Line Project, although MEND has requested the City consider the full expenditure of CDBG funds, \$750,000, on this project. The Development Agreement, Exhibit D "Financial Pathway" specifies the following requirements are to be provided by the developers prior to the bidding of this project:

1. A bond or bank assignment of funds to cover the cost of the public improvements on the site, example of these improvements would be the street, curb & gutter, and stormwater improvements,
2. A bank assignment of funds for the costs of the Meadowlark Phase I Water & Sewer Project costs estimated greater than the CDBG funding,
3. And the preliminary demonstration of capital and/or a loan commitment letter for the construction of the homes within the Phase I development.

At this time, none of these requirements within the Development Agreement have been provided to the City; the developers have requested that the City suspend the provisions within the Development Agreement, Exhibit D "Financial Pathway" (TAB 2: Meadowlark Development Letter, February 23, 2016) and proceed with the bid authorization and process. Over a given time frame the developer's would request the consideration of an amendment to the Development Agreement based on the bid results and other changes to the project.

For the City Council to move forward with authorization of this bid, the Council will need to take several steps to achieve that outcome, if desired:

1. Suspension of the City's Financial Policy, and
2. Suspension of the Development Agreement, and
3. Motion to authorize the public bidding of the Meadowlark Phase I Water and Sewer Project.

Provided below is a brief narrative summary on each of the steps necessary:

A. Motion to Suspend Financial Policy Section 5.d.

The Leavenworth City Council adopted the Financial Policy by Resolution 10-2014 on May 13, 2014. Prior to approval, the City Council began the development of the policy early in 2012; after several reviews and changes the Council approved the Financial Policy by resolution. The intent of the Financial Policy serves many purposes for the Council and Staff regarding the fiduciary responsibilities of the City. It provides the guidance to the Council on budgeting for revenue and expenses, investing in capital projects individually and in cases where a partnership is desired with a private developer, guidance for issuing short and long term debt instruments. In addition, the policy provides direction on establishing goals and maintaining reserve fund balances for operating and capital improvements, investing of public funds, establishing and maintaining special revenue funds as required by local, state and federal laws, establishing accounting, auditing and financial reporting policies and setting forth the budget calendar for administering the budget process which is governed by state statutes.

The passage and adherence to the Financial Policies provides transparency to City government, it offers residents and businesses a document that makes available to them the information on how the City goes about managing its financial resources. Auditors, banks, and bonding agencies use the City's Financial Policy to determine if the City is in adherence with their own policy and decision making guidelines, how does the City manage risk, and offers a playbook on how the City goes about managing their financial responsibilities.

Recent Council subcommittee meeting discussions with the Meadowlark Developers has resulted in the request by the Meadowlark Developers to proceed with a bid advertising process for the Meadowlark onsite utility project without the specified financing in place as outlined in the City Financial Policy. Within the Financial Policy, specific to this request, would be a deviation to the Finance Policy Section 5. Capital Investment Budget Policies, subsection d, which identifies the following criteria:

d. The City will identify the estimated costs and potential funding sources for each capital project proposal before it is submitted to Council for approval. The City will use intergovernmental assistance and other outside resources whenever possible.

1. Partnership funding with non-intergovernmental partners: The City may consider entering into agreements with various non-governmental agencies for a specific project development on a case by case basis through the use of a Developer Reimbursement and Collection Agreement as defined in the Leavenworth Municipal Code or other City Council approved agreement. In general the City is not considered a partner for development of new construction; however, the City Council may consider a financial partnership that meets at a minimum the following criteria:

- i. The project costs meet all financial criteria within this Financial Policy without jeopardizing the financial stability or credit rating of the City.*
- ii. The project has been accounted for in the City's various planning documents including but not limited to the 6-year Capital Facilities Plan, 6-year*

Transportation Improvement Plan, Water, Sewer, Stormwater, Park & Recreation, Regional Trails and/or Downtown Master Plans.

- iii. The Developer provides the City with financial proof of ability to complete the construction of the project at 125% of the total estimated project costs prior to any City commitment. Financial proof could include secured bond funding notification from the bonding agency or a final line of credit from an FDIC banking institution.*
- iv. The City Council may choose to incorporate additional criteria on a case by case basis for projects requesting partnership funding.*

At this time, Item d and Sections “1.i and 1.iii” are unknown factors for the City of Leavenworth as it is unknown what the full project funding will be based on the certified engineers estimate of probable costs; this specifically includes any gap funding that would be needed to cover construction costs above and beyond the \$550,000 as identified in the Development Agreement or the \$750,000 based on MEND’s current request. These funds are derived from the Community Development Block Grant that the City has acquired for the project; no formal financial documents have been provided to the City from the Meadowlark Developers to ensure that revenues are available to cover the cost of the project exceeding the CDBG funding and allowing the project to proceed to bid advertising as specified in item iii above. Items “ii and iv” are being included in the evening motion to ensure no violation of the policy is committed by the City Council regarding the Meadowlark Development Project.

For the project to move forward at this time and approve the authorization to bid, the City Council will need to suspend the City’s compliance with the Finance Policy for this project. Staff would also identify to the Council that other sections of the Finance Policy may also need to be considered for further suspension and or amendment if the City Council chooses to proceed with awarding the project to the lowest responsible bidder after bid opening has been finalized and a contract is ready to be established.

B. Motion to Suspend Development Agreement

The second action for consideration by the City Council is to consider the suspension of the approved Development Agreement. The Meadowlark Development Agreement (DA) is a contract between the City of Leavenworth and the Meadowlark Developers (owners or controlling entity) for property within the City. The purpose of the agreement is to specify the standards and conditions that govern development of the property. The development agreement provides assurances to the Meadowlark Developers that the development regulations that apply to the project will not change during the term of the agreement. The City Council has required conditions to mitigate project impacts, clarification about project phasing, and timing / extent of public improvements. In addition, this Development Agreement formalized the Council’s acceptance of deviations to the Leavenworth Municipal Code (LMC) standards and specifications to allow, for example, smaller streets, lots, and setbacks which gained flexibility (and cost savings) for the Meadowlark Developers. These many and varied deviations are perfected within the Planned Development (pursuant to LMC 18.40.020) as granted by the Hearing Examiner. Finally, the DA includes the facilitation of enforcement of requirements (since it is a contract and includes financial commitments/obligations) that details the obligations of the Meadowlark Developers and the City of Leavenworth.

On February 23, 2016 the City received a letter signed by all parties of the Meadowlark Development requesting the provisions within the DA Exhibit D “Financial Pathway” document be temporarily suspended to allow the authorization of the public bid of the Meadowlark Phase I Water & Sewer Project. The developers further requested that pending the bid results they would also request the development of an amendment to the DA.

If the City Council moves to suspend the current DA Exhibit D and open the door for an amendment, any changes will require: 1) amendment to the DA by Council Resolution; and 2) amendment to the Planned Development by Hearing Examiner action. No site disturbing permits, approvals or authorization to proceed with development (construction activity) may proceed without the required approvals of the DA amendments and/or Planned Development (PD) amendments. This is required as the DA and the PD are the contractual agreements between the developer and the City protecting the interests of both parties. The approval for moving forward on the project is based on each party’s responsibilities outlined within the DA and PD. The necessary proceedings will be initiated upon submittal (by the Meadowlark Developers) of any requested amendments with all necessary supporting documents *and fees*. If an amendment includes differing access, Chelan County approval of locations which intersect Chumstick HWY or Titus Road is required.

C. Motion to Authorize Construction Bid Advertising

The final action required by the City Council is the consideration of the authorization for the public bidding of the Meadowlark Phase I Water & Sewer Project. The project consists of the installation of various 6, 8, and 12 inch ductile iron water main, fire hydrants, and water services; 6 and 8 inch diameter PVC sanitary sewer, sewer cleanouts, manholes, surveying and other associated work to provide the water and sewer transmission lines and service lines within the Meadowlark Housing Development. The plans and specifications have been developed by David A. Allen, P.E of SCJ Alliance. The City hired Steve Marsh, P.E. of TD&H to complete the review and provide comments on the plan sets. Public Works and Development Services staff have also reviewed the plan set. The detailed specifications include a number of geotechnical reports from Nelson Geotechnical & Associates. The engineer’s estimate of probable costs for construction are \$743,715. Additional costs for the project include testing, construction engineering and onsite construction monitoring which are typical for public improvements. Full funding source for this project has not been identified. If approved Tuesday evening the project would be posted for bid on Thursday March 10, 2016 and the bid closing would be Friday April 1, 2016.

City practice has been only to bid projects where full funding for the project has been identified. While a percentage of this project will be covered with CDBG funds, at this time the assumption is that the Meadowlark Developers would provide any additional funding necessary to cover construction, contingency, and project management and those funds would be provided to the City prior to the City Council consideration of the bid award. The engineer’s estimate of probable costs for the total project is \$1,003,272.

The following items are included under **TAB 2 for Evening Agenda:**

- **A** – Resolution 10-2014 Financial Policy
- **B** – Meadowlark Development Agreement
- **C** – Certified Engineers Estimate of Probable Costs, SCJ Alliance, Feb. 16, 2016
- **C** – Meadowlark Development Letter, Feb. 23, 2016

- C – Invitation to Bid

10:00 – 10:30 Autumn Leaf Update – Bill Forhan

Founded in 1964, Leavenworth's Autumn Leaf Festival celebrates the turning colors of the Autumn Leaves; it is Leavenworth's original festival. Together with the City of Leavenworth's decision to adopt the Bavarian theme, the Washington State Autumn Leaf Festival was instrumental in turning the town into a thriving tourist destination from a dying logging and railroad town. Today the Autumn Leaf Festival Association (ALFA) participates in parades and festivals across the northwest as a founding member of the Northwest Hosting Association. ALFA's participation in those other festivals has resulted in tiny Leavenworth's festival becoming one of the premier events around the Northwest.

This time has been provided to allow Mr. Bill Forhan the opportunity to discuss the Autumn Leaf Festival with the Council and make a request for additional funding. The City is the largest single funder for the Autumn Leaf Festival Association (ALFA); the City has provided \$15,300 for the last five years. In 2016, the City Council approved an additional \$15,000 in funding to assist with the costs associated with individuals attending parades and representing Leavenworth. The funds were primarily used to offset transportation and lodging costs incurred by individuals. The funds allocated in support of the Autumn Leaf Festival are provided through the Lodging Tax Fund. For the Autumn Leaf Festival, the City provides overtime staff hours for traffic control on parade day; additional clean-up crews before, during, and after the event; coordinates street closures with the Department of Transportation, Chelan County Sheriff's Department, and Emergency services; completes street painting at no cost to the event organizers; and provides assistance and support to ALFA for several of their event activities.

There are no items included under **TAB B**.

10:30 – 11:00 Review Lodging Tax Group Funding Requests

This year the City has received five applications for the 2016 Lodging Tax Group Funding. A summary spreadsheet is included detailing each of the applicants and total funds requested. Also included is a copy of the current RCW defining the use of Lodging Tax funding.

In 2012 the Council carefully considered the requirements for the Group Funding Requests after receiving 11 requests for funding which included several events, although wonderful events, did not meet the requirements of this funding program. At that time the Council stated the primary purpose of these funds is to build events and enhance tourism; funding was intended as seed money for the start-up of festivals and events. The Council developed the following criteria that applicants must meet to be considered for funding approval:

- The focus of the Lodging Tax Group Funding program is to provide a source of partial funding for new events and festivals that draw visitors to town to attend the event and encourage overnight stays. Dollars allocated for the event should be focused on advertising of event to maximize those overnight stays.

- Funding is intended for short term; start up funding (max of 2 years). Are the event coordinators developing a sustainable funding method for the event?
- Funding may be considered for a third year by the Council Economic Development Committee contingent upon the following criteria in the third year request:
 - Funding is available.
 - The event clearly promotes/benefits the Leavenworth Community.
 - The event generates overnight stays.
 - The event organizers are clearly showing progress toward event sustainability.

The total available funding for groups is budgeted at \$10,000 for 2016 with the application requests totaling \$11,500 at this time; future applicant submissions for 2016 may occur as new events are developed later in the year. Of the five applicants, two are first year funding requestors, one is a second year funding request and the remaining two are third year funding requestors. Past practice, and as outlined on the application form, has required a review of the third year applicants by the City Council Economic Development Committee to meet the criteria listed above for promotion and sustainability in particular. If the City Council is not able to come to a consensus for the evening meeting allocations, it will be recommended by staff to table the evening item until the Economic Development Committee can schedule a meeting to review and provide the full Council with a recommendation for the allocations.

Regarding the three resubmission events, reports were received confirming actual data from the 2015 funding; a copy of their reporting form is attached at the back of their applications for Council consideration of event success.

The following items are included under **TAB 1 for Evening Agenda:**

- Summary Spreadsheet of Applicants
- 5 Group Funding Applications
- RCW stating use of Lodging Tax Funds

11:00 – 11:30 Accessory Dwelling Unit Phase 1 Changes

This time is provided to review and discuss the findings and recommendations of the Planning Commission as they relate to Accessory Dwelling Units (ADU). These amendments are what have been identified as the “low hanging fruit” to this broad topic. The major changes include:

- 1) Allowing parking from an alley; and
- 2) Providing more area for living and storage space (increase to 1,200 sq ft); and
- 3) Removal of the requirement for the owner to occupy one of the units.

Other minor changes are included in the language.

The Council may accept the PC recommendation and adopt the amendment without change by ordinance, or conduct its own hearing for any changes desired by the Council with subsequent adoption of an ordinance.

From previous years, the Council has conducted varied processes to amend the Code and comply with the Growth Management Act. For this amendment, the Development Services Department

has understood that the Council desires a more robust review / study process. This time is provided for the City Council's first reading of an amendment to the Leavenworth Municipal Code (LMC).

As included within the Planning Commission 2015 Amendment Docket, the Planning Commission has been asked to review and study "Residential uses. A) Review and study the allowed listed uses for this district, and B) Study substandard lot (less than 60ft) and building size ratio)." The update and modification of the accessory dwelling unit standards and specifications was separated from the body of work as "phase one" to allow for additional workshops and public outreach to address more complex portions of the residential code update.

The Planning Commission considered the differing and varied housing which plays an important role in achieving Council's priorities to increase the supply of housing options across the City. The update of the accessory dwelling unit (ADU) regulations to encourage this type of housing which helps meet one of many goals within the Comprehensive Plan for infill and meeting other housing needs. One of the clear tasks for the Planning Commission to achieve these objects is to reduce or remove limitations, restrictions, and/or standards within the ADU sections of the LMC which may encumber ADU development. In addition, the Planning Commission's changes to the LMC creates new relaxed regulations for conversion of existing structures to an ADU which may have the added benefit of removing or reducing illegal and/or "non-permitted" conversions.

These incentives included, but are not limited to: 1) Allowing parking from an alley; 2) Providing more area for living and storage space (increase to 1,200 sq ft); and 3) Removal of the requirement for the owner to occupy one of the units.

The desired benefits discussed by the Planning Commission of these changes included, but are not limited to: 1) providing an additional rental opportunity in single family neighborhoods while maintaining the streetscape and neighborhood character; 2) expanding housing options beyond owning a house; and 3) increasing the rental housing supply / stock.

The Planning Commission considered the changing and growing demographics of the Leavenworth Community which desires smaller living spaces and higher densities for better use of existing lands. Finally, the change in ADU standards can provide an opportunity for resident's to gain revenue by renting these ADUs.

From time to time, updates and edits to the LMC may be necessary to reflect appropriate changes and where necessary. The amendment to LMC 18.20.020 (B) (3) has been reviewed and deliberated upon by the Planning Commission on July 1, 2015, September 2, 2015, October 21, 2015 and November 25, 2015. During the November 25, 2015 hearing the Planning Commission continued the action upon obtaining research and feedback from the Council's Public Works Committee regarding utility connections. During the January 12, 2016 Council's Public Works Committee meeting, recommendations were discussed and incorporated into the amendment. During the Planning Commission March 2, 2016 public hearing, the Planning Commission recommended forwarding the amendment to the City Council.

Any amendment of a revision to development regulation(s) shall be consistent with and implement the Comprehensive Plan and follow the procedures within RCW 36.70A.130. Pursuant to LMC 21.31.040 (I), upon receipt of the Planning Commission's (PC) recommendation for amendments,

the City Council will begin their review process, which may include informal public workshops, forums and meetings. Prior to the end of each year, the City Council will hold a public hearing to consider an ordinance to adopt the proposed amendments, either as proposed by the Planning Commission or as subsequently amended based on public and agency comment and the Council's review, provided the criteria in subsection (H) of this section have been considered, and the criteria as outlined in the Chelan County Code, as applicable. In no instance shall the City Council adopt proposed amendments prior to the conclusion of the required 60-day review process as required under RCW 36.70A.106.

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

- Amendment to LMC 18.20.020 (B) (3)
- Planning Commission Staff Report

11:30 – 11:45 Annual Council Retreat Follow-up

This time is being provided for the Council review of the strategic planning and initiatives identified during the Annual Council Retreat to be held on March 4, 2016. Staff may provide follow-up materials to review if necessary.

There are no items included under **TAB E**.

11:45 – 12:00 Council Open Discussion

The remainder of this time slot allows for Council discussion of items not on the agenda.

Chapter 18.20
RESIDENTIAL LOW DENSITY 6,000 DISTRICT (RL6)

Sections:

- 18.20.010 Purpose.
- 18.20.020 Permitted uses.
- 18.20.030 Uses requiring a conditional use permit.
- 18.20.040 Yard requirements – Specifications.
- 18.20.060 Lot size.
- 18.20.070 Building height.
- 18.20.080 Lot coverage.
- 18.20.090 Off-street parking.

18.20.010 Purpose.

This is a restricted residential district of low density in which the principal use of land is for single-family dwellings, together with recreational, religious, and educational facilities required to serve the community. The regulations for this district are designed and intended to establish, maintain and protect the essential characteristics of the district, to develop and sustain a suitable environment for family life where children are members of most families, and to prohibit all activities of a commercial nature and those which would tend to be inharmonious with or injurious to the preservation of a residential environment. [Ord. 1089 § 1(Exh. A), 1998.]

18.20.020 Permitted uses.

Those uses not listed as permitted or allowed by a conditional use permit are prohibited; provided, that if a proposed use is not specifically listed, the city administrator and/or his/her designee shall determine if the proposed use is similar to one that is already enumerated in the listed permitted uses and may therefore be allowed, subject to the requirements associated with that use and all other applicable provisions of the Leavenworth Municipal Code. In a RL6 district, the following uses and their accessory uses are permitted outright:

- A. Single-family dwelling;
- B. Accessory building and/or uses as follows:
 - 1. Garage, carport or parking space;
 - 2. Work and/or storage sheds for noncommercial use or equipment;
 - 3. Accessory dwelling unit, meaning a subordinate, habitable living unit added to, created within, or detached from a single-family dwelling that provides basic

requirements for living, sleeping, eating, cooking and sanitation, provided the following minimum requirements are met:

- a. There shall be no more than one accessory dwelling unit per building lot or home site in conjunction with a single-family structure, even if such structure is built on more than one platted lot;
- b. An accessory dwelling unit may be attached to, created within, or detached from a new or existing primary single-family dwelling unit;
- ~~e. The property owner (which shall include title holders and contract purchasers) shall occupy either the primary unit or the accessory unit as their permanent residence;~~
- ~~d.c.~~ The accessory dwelling unit will require one off-street parking space, which is in addition to any off-street spaces required for the primary single-family dwelling unit ~~which may be accessed from an improved and City maintained alley with the recording of a notice to title of an indemnity agreement regarding alley access and maintenance as provided by the City;~~
- ~~e.d.~~ The ~~total habitable~~ floor area ~~for of any the~~ accessory dwelling unit(s) shall in no case exceed ~~800 square feet for parcels with an area 6,000 square feet or greater and less than 9,000 square feet. The floor area for the accessory dwelling unit shall in no case exceed 900 square feet for parcels with an area greater than 9,000 square feet. Accessory dwelling unit shall in no case be less than 300 square feet, and the accessory dwelling unit shall contain no more than two bedrooms, which are exterior to the entry door of the dwelling unit~~1,200 square feet;
- ~~f.e.~~ An accessory dwelling unit, together with the primary single-family dwelling unit with which it is associated, shall conform to all other provisions of the LMC. ~~Conversions of existing structures to accessory dwelling units shall be allowed in conformance with Chapter 18.68 Nonconforming Provisions, excepting setbacks whereby, the legally established structure may receive an administrative deviation to encroach no more than 20%;~~
- ~~g.f.~~ The accessory dwelling unit shall meet the minimum requirements of the International Building Code, International Fire Code, health district and all other local, state and federal agencies; ~~and~~
- ~~h.~~ No more than one family, as defined in LMC 18.08.160, shall be allowed to occupy an accessory dwelling unit;
- ~~g.~~ The accessory dwelling unit must be connected to the water and sewer utilities ~~of the dwelling unit and may not~~, and shall have separate services for accessory dwelling unit greater than 900 square feet in area.
- ~~i.~~ Garbage shall be co-located and included with the primary residence for pick-up purposes. No monthly charges in addition to those of primary residence, except overloaded container charges;

- ~~j. Future subdivision would require compliance with all applicable parts of the LMC including, without limitation, water and sewer hook-up; and~~
- ~~— Conversions of existing accessory storage structures, including without limitation garages and carports, to accessory dwelling units shall only occur when that existing structure meets the required yard setbacks for a residence, including without limitation the rear yard requirement, and does not create a nonconformity.~~
- k.h. Provide provisions for allowed use (only as long term dwelling not stand alone vacation rental) and not to be sold separately??

Remaining LMC Sections are unchanged and not related to the ADU amendment



City of Leavenworth

Development Services Department

Staff Report – Amendment to LMC Section 18.20.020 (B) (3)

To: Leavenworth Planning Commission
From: City of Leavenworth Development Services Department
Date of Report: February 22, 2016 and November 25, 2015 (updated March 3, 2016 to reflect PC Findings)
Subject: Amendment to LMC 18.20.020 (B) (3) - update and modify the accessory dwelling unit (ADU) standards and specifications. ADU update is necessary to address trends and encourage life / safety review and permitting.

OVERVIEW

As included within the Planning Commission 2015 Amendment Docket, the Planning Commission has been asked to review and study "Residential uses. A. Review and study the allowed listed uses for this district. and B. Study substandard lot (less than 60ft) and building size ratio). "The update and modification of the accessory dwelling unit standards and specifications was separated from the body of work as "part one" to allow for additional workshops and public outreach to address more complex portions of the residential code update.

The Planning Commission considered the differing and varied housing which plays an important role in achieving Council's priorities to increase the supply of housing options across the City. The update of the accessory dwelling unit (ADU) regulations to encourage this type of housing helps meet one of many goals within the Comprehensive Plan for infill and meeting other housing needs. One of the clear tasks for the Planning Commission to achieve these objects is to reduce or remove limitations, restrictions, and/or standards within the ADU sections of the LMC which may encumber ADU development. In addition, the Planning Commission's changes to the LMC creates new relaxed regulations for conversion of existing structures to an ADU which may have the added benefit of removing or reducing illegal and/or "non-permitted" conversions. These incentives included, but are not limited to: 1) Allowing parking from an alley; 2) Providing more area for living and storage space (increase to 1,200 sq ft); and 3) Removal of the requirement for the owner to occupy one of the units. The desired benefits discussed by the Planning Commission of these changes included, but are not limited to: 1) providing an additional rental opportunity in single family neighborhoods while maintaining the streetscape and neighborhood character; 2) expanding housing options beyond owning a house; and 3) increasing the rental housing supply / stock.

The Planning Commission considered the changing and growing demographics of the Leavenworth community which desires smaller living spaces and higher densities for better use of existing lands. Finally, the change in ADU standards can provide an opportunity for resident's to gaining revenue by renting these ADUs. From time to time, updates and edits to the LMC may be necessary to reflect appropriate changes and where necessary. Attachment A - text amendment has been reviewed and deliberated upon by the Planning Commission on July 1, 2015, September 2, 2015, October 21, 2015 and November 25, 2015. During the November 25, 2015 hearing the Planning Commission continued the action upon obtaining research and feedback from the Council's Public Works Committee regarding utility connections. During the January 12, 2016 Council's Public Works Committee meeting, recommendations were discussed and incorporated into the amendment.

PROPOSAL:

Amendment to LMC 18.20.020 (B) (3) - update and modify the accessory dwelling unit standards and specifications. ADU update is necessary to address trends and encourage life / safety review and permitting.

STATE ENVIRONMENTAL POLICY ACT REVIEW (SEPA)

A Non-Project SEPA Checklist, DNS, and draft LMC amendments were submitted to reviewing agencies on November 6, 2015.

PUBLIC HEARING NOTICE COMPLIANCE

Agency review:	Transmittal: November 6, 2015 Comment period: November 11, 2015 - November 25, 2015
Notice of Planning Commission Public Hearing:	Transmittal - November 6, 2015 (Echo - November 11, 2015)
Planning Commission Public Hearing:	November 18, 2015 and March 2, 2016
City Council Public Hearing:	Tentatively - March 22, 2016 (TBD)

PUBLIC/AGENCY COMMENTS

Agency Comments (attached)

None at the time of this report

Public Comments (attached)

See Planning Commission Minutes of October 21, 2015 and November 25, 2015

RESPONSE TO COMMENTS

The Planning Commission considered comments and testimony. As determined necessary, the Planning Commission will incorporate comments and testimony into the proposed amendments.

RECOMMENDATIONS AND FINDINGS

Staff recommends approval of the attached document with changes noted in redline Exhibit A. Staff recommends adopting the following findings of fact and conclusions of law:

1. **The amendment is necessary to resolve inconsistencies in the provisions of the comprehensive plan and/or development regulations or to address state or federal mandates.** This amendment is not necessary to resolve inconsistencies in the provisions of the comprehensive plan and/or development regulations or to address state or federal mandates. This code section is not mandated by the comprehensive plan and/or City, State, or Federal development rules, regulations, and/or standards.
2. **The amendment is consistent with the overall intent of the existing comprehensive plan and the other documents incorporated therein.** The proposed amendment is consistent with the City of Leavenworth Comprehensive Plan.
 - a. Housing Element Goal 1: Encourage the availability of affordable housing to all economic

segments of the population, promote a variety of residential densities, and housing types, and encourage preservation of existing housing stock.

1. Policy 1: Encourage regeneration of existing housing inventories with methods such as:
 - a. Permitting accessory housing or the division of existing structures in designated single family neighborhoods.
 - b. Consider implementing methods of protecting the inventory of manufactured home parks and the provision of siting of manufactured homes.
 - c. Participating in or sponsoring housing rehabilitation programs offered by state and federal governments.
 2. Policy 2: Promote the construction of affordable housing, particularly for low and moderate income segments of the population, by exploring all available options, including but not limited to innovative zoning techniques, pursuing grants, and modification of city fee schedule to accommodate affordable housing construction, and initiating an in-depth study of the affordable housing issue.
 3. Policy 8: Chelan County and local jurisdictions should encourage increased density in communities with existing infrastructure.
 4. Policy 9: Evaluate existing land use designations and regulations which may be presenting barriers to the development of an adequate supply of affordable housing for all economic segments of the population.
3. **The amendment is consistent with the assumptions and/or other factors such as population, employment, land use, housing, transportation, capital facilities, economic conditions, etc., contained in the comprehensive plan.** The proposed amendment does not alter population, employment, land use, housing, transportation, capital facilities, economic conditions, etc., contained in the comprehensive plan.
 4. **The amendments are consistent with the requirements of the Growth Management Act and the county-wide planning policies.** The proposed amendment is consistent with RCW 36.70A.020 (4) - Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock. The proposed amendment has been developed in accordance with the Growth Management Act and do not conflict with the City's Comprehensive Plan. The amendment process followed for this adoption process is compliant with specific Leavenworth Municipal Code and State regulatory requirements for notification and circulation.
 5. **The amendment is consistent with and does not adversely affect the supply of land for various purposes which are available to accommodate projected growth over a twenty-year period.** The proposed amendment will not modify the supply of land. The proposed amendment does not modify the urban growth boundary in any way. As such, no adverse effect to land supply is expected.
 6. **Where applicable, conditions have changed such that assumptions and/or other factors such as population, employment, land use, housing, transportation, capital facilities, economic conditions, etc., contained in the comprehensive plan have been revised and/or enhanced to reflect said conditions; Not applicable**
 7. **Amendments to the comprehensive plan land use designation map(s) are either consistent and/or compatible with, or do not adversely affect, adjacent land uses and surrounding environment; Not applicable**
 8. **The proposed amendment is consistent with and does not negatively impact public facilities, utilities and infrastructure, including transportation systems, and any adopted levels of service.** The proposed amendment does not negatively impact public facilities, utilities and infrastructure, including transportation

systems, and any adopted levels of service.

9. **The proposed amendment does not adversely affect lands designated resource lands of long term commercial significance or critical areas.** This amendment does not adversely affect lands designated resource lands of long term commercial significance or critical areas.

10. Planning Commission Supplemental and Specified Findings and Conclusions:

- a. The Planning Commission removed the requirement that the property owner reside on the property. Such a requirement would be difficult to enforce and could discourage property owners from creating accessory dwelling units (ADUs).
- b. These amendments reflect the first step in a comprehensive analysis of ADUs. The Planning Commission intends to hold one or more open houses to get public feedback on possible ways to address additional ADU-related issues, including but not limited to whether ADUs are suitable for overnight accommodations and how to bring existing but illegal ADUs into compliance with these amendments.
- c. The Planning Commission considered the differing and varied housing which plays an important role in achieving Council's priorities to increase the supply of housing options across the City.
- d. The update of the accessory dwelling unit (ADU) regulations are to encourage differing housing types which help meet one of many goals within the Comprehensive Plan for meeting housing needs. To achieve these objects, the Planning Commission considered reducing or removing limitations, restrictions, and/or standards within the LMC which may encumber ADU development.
- e. The proposed amendment may have the added benefit of removing or reducing illegal and/or "non-permitted" conversions. To this end, the Planning Commission amendment adds incentives which include, but are not limited to: 1) Allowing parking from an alley; 2) Providing more area for living and storage space (increase to 1,200 sq ft); and 3) Removal of the requirement for the owner to occupy one of the units. The desired benefits created by the proposed amendment include, but are not limited to: 1) providing an additional rental opportunity in single family neighborhoods while maintaining the streetscape and neighborhood character; 2) expanding housing options beyond owning a house; and 3) increasing the rental housing supply / stock.
- f. The Planning Commission considered the changing and growing demographics of the Leavenworth community which desires smaller living spaces and higher densities for better use of existing lands.

Chelan County Development Regulation Text Amendments (CCC 14.13.040):

Any amendment of a revision to development regulation(s) shall be consistent with and implement the comprehensive plan (RCW36.70A.130(3)(d)).

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

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

This amendment encourages implementation of the Comprehensive Plan.

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

The proposed amendment is consistent with RCW 36.70A.020 (4) - Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential

densities and housing types, and encourage preservation of existing housing stock. The proposed amendments have been developed in accordance with the Growth Management Act and do not conflict with the City's Comprehensive Plan. The amendment process followed for this adoption process is compliant with specific Leavenworth Municipal Code and State regulatory requirements for notification and circulation.

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

The proposed amendment is consistent with the City of Leavenworth Comprehensive Plan and county-wide planning policies

- (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.

This amendment does not adversely affect lands designated resource lands of long term commercial significance or critical areas.

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

The proposed amendment is based on sound land use planning practices and would further the general public health, safety and welfare

Attachments:

Attachment A – LMC Amendment

2016 Group Funding Recipients

	Requested Amount	Council Approved Amount	Spent to Date	Remaining Funds
LWSC - Moose Dewlap Citizens Trek	\$ 2,500.00			\$ -
Ski Hill Heritage Foundation / Leavenworth Film Festival	\$ 2,500.00			\$ -
Simply Living Farm / Wenatchee River Institute - Sustainable Living & Farming Tour	\$ 3,500.00			\$ -
Run Wenatchee / Oktoberfest Trail Run	\$ 1,000.00			\$ -
Wenatchee Valley Velo Club / Tour de Bloom's Leavenworth Race	\$ 2,000.00			\$ -

Total	\$ 11,500.00	\$ -	\$ -	\$ -
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Balance of Funds Remaining in Group Funding		\$ 10,000.00		
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City of Leavenworth – Group Funding Grant Application

2016 Deadline for Requests: March 1, 2016

RECEIVED
FEB 01 2016

(Applications will be reviewed by the City Council for Allocations on March 8, 2016.)

The purpose of the Leavenworth Group Funding Grant is intended for short term, start-up funding (max. 2 years) for new festival or events and should not be considered as a long-term revenue source for any event. The Economic Development Council Committee may recommend one additional year of funding support if, 1) funding is still available in the program for that given year, 2) the event is clearly promoting/benefiting the Leavenworth community, 3) generating overnight stays and 4) the organizers are clearly showing progress towards event sustainability. The purpose of the Leavenworth Group Funding Grant Dollars, if awarded, must be used for promotional materials designed for events that generate overnight lodging stays and are pursuant to the use of lodging tax revenue and the policies set forth by the Leavenworth City Council. Additional instructions for applying and reporting are provided on page 2.

1) Group/Organization Information:

Group Name: LEAVENWORTH WINTER SPORTS CLUB

Name of Event/Function: MOOSE DEWLAH CITIZENS TREK

Date of Event/Function: FEBRUARY 27, 2016

Authorized Representative: MARK MILLIETTE

Mailing Address: P.O. Box 573

LEAVENWORTH, WA 98826

Phone: 509-881-8006 Email: mmilliette@skileavenworth.com

City Use Only

Approved: Y / N

Amount: _____

Date: _____

Previous funding dates and amounts

1) 2,500 - 2015

2) _____

2) Funding Request and Partnerships

A) Requested Amount in this Application* \$ 2,500 B) Total Cost of Event: \$ 15,000.00

C) Has this event previously received City funding (Y/N) (Y)

i) Date: MARCH 2015 Amount: 2,500.- ii) Date: _____ Amount: _____

D) Estimated Overnight Stays: (See page 2) 200

E) List all partner agencies and matching funding (use separate sheet if necessary):

U.S. FOREST SERVICE ϕ

CHELAN COUNTY LTAC - \$2,000.-

LE. WENATCHEE REC CLUB ϕ

BAVARIAN BOONDOCKERS ϕ

City of Leavenworth – Group Funding Request

Page 2

3) Event Description, Community Benefit, and Budget Justification. (Two Pages Maximum)

Please provide a detailed description of the proposed event and an estimated amount of potential overnight stays. Include the goals of the event, your target market of participants, as well as your marketing and advertising plan/strategy. Also provide a list of community benefits, as well as direct benefits to your organization, as a result of this event. In the budget justification, include information on how and why the funding is needed for promoting this event. ** Funding may be used for advertising and most operational expenses.

4) Reporting Requirements

Any group applying for use of lodging taxes **must** provide as part of their reporting after the event certain information to meet State regulations. **The following items must be submitted immediately following the event/activity or the City may revoke the funding being requested and require payment back to the City for all disbursed lodging tax funds due to a lack of reporting.**

- A. Total amount spent on event.
- B. Total amount of lodging tax funds expended.
- C. The number of participants who attended the event/activity in each of the following categories:
 - a. Staying overnight in paid accommodations away from their place of residence or business;
 - b. Staying overnight in unpaid accommodations (e.g., with friends and family) *and* traveling fifty miles or more one way from their place of residence or business;
 - c. Staying for the day only *and* traveling more than fifty miles or more one way from their place of residence or business;
 - d. Attending but not included in one of the three categories above.
- D. The Estimated number of participants in any of the above categories that attended from out-of-state (includes other countries).
- E. A description of methods used to determine attendance and distinguish among the visitor categories at the event/activity.

Reporting requirements are subject to changes by the State of Washington and may be amended from time to time.



City of Leavenworth Group Funding Request

February 2016

Event Description

The Leavenworth Winter Sports Club (LWSC) presents the 2nd Annual Moose Dewlap Citizens Trek, February 27, 2016. This event is a replacement for the Hog Loppet Trek that the LWSC has sponsored for a decade. Hog Loppet enjoyed between 400 – 600 participants with the majority of overnight stays in Wenatchee. The demographics of the Hog Loppet were 80% from out of area and predominately from the Puget Sound market. The Moose Dewlap is located in the Lake Wenatchee Meadow Creek area with the start and finish at the Lake Wenatchee Rec Club. The majority of overnight stays will be in Leavenworth due to its close proximity to the event.

Community Benefit

The community benefits include Leavenworth and the Leavenworth areas as a winter destination for overnight lodging and outdoor recreation. This will be a unique annual Nordic trek located in the Leavenworth area that has the potential to attract hundreds of participants. The event date is during a low activity time for the LWSC and Leavenworth. The Hog Loppet was a strong fundraiser for the LWSC to support youth activities and programs. The Moose Dewlap Citizens Trek will take that fundraising position with a more stable and reliable venue.

Event Demographic

The LWSC anticipates a (3) three year build-up to get the participation level of the Hog Loppet this being the second year. The target market is the outdoor, athletic Nordic ski enthusiast that enjoys a healthy workout and ski adventure. Participants that did the Hog Loppet will enjoy the Moose Dewlap and will also attract another level of hardcore athlete.

Event Marketing Strategy

Hog Loppet internet searches are directed to the LWSC's event and Moose Dewlap page. The transition from Hog Loppet to the Moose Dewlap was heavily pushed by Wenatchee Outdoors.org and Adventure Wenatchee.com's websites. These sites are also pushing the event as it gets closer to the date. The LWSC, Adventure Wenatchee and other websites and event pages along with e-newsletter blasts, facebook ads & posts and printed posters. Other marketing and promotion include radio and media interviews, press releases and regional calendar posts.

The funds would be used for the advertising and promotion design, content creation, ad purchase, placement and distribution.

For addition information, please contact;

Mark Milliette
General Manager
mmilliette@skileavenworth.com
509-881-8006c

Mission Statement: *Our purpose is to promote health, fitness, and fun through skiing and other winter sports by providing quality facilities, education, and activities to the community.*

Event or Tourism Facility Lodging Tax Report Worksheet

This Official Report is due immediately following completion of your event and attendance at the next regularly scheduled City Council meeting is required to present the results of your event to the Leavenworth City Council. **Failure to comply with these requests may result in revocation of the funding and the City may require payment back for all disbursed lodging tax funds.**

1. Organization Name: LEAVENWORTH WINTER SPORTS CLUB
2. Name/Contact of Individual completing this form: MARIE MILLIETTE
3. Reporting Period: January 1, 2015 – December 31, 2015
4. Organization type: municipal non-municipal (circle one)
5. Activity type: marketing event/festival facility (circle one)
6. What amount of lodging tax funds was requested? \$ 2,000.⁰⁰
7. What actual amount of lodging tax funds was awarded to organization? \$ 2,500.⁰⁰
8. What was the total cost of funded activity? \$ 13,035.⁴³
9. **What estimated impact was submitted** to the funding municipality for the proposed event, activity, or facility:
 - a. Overall attendance: 500
 - b. Number of people traveling over 50 miles to attend: 330
 - c. Of the people traveling more than 50 miles, the number traveling from another state or country: 10
 - d. Of the people traveling more than 50 miles, the number of people staying overnight in the municipality or area: 250
 - e. Of the people staying overnight, the number of people staying overnight in PAID accommodations (hotel, motel, bed and breakfast) in the municipality or area: 165
 - f. The number of PAID lodging room nights (i.e., two or more persons sharing a room for one night equals one lodging room night): 188
10. **What was the estimated actual impact** of funded event, activity, or facility:
 - a. Overall attendance: 139
 - b. Number of people traveling over 50 miles to attend: 93
 - c. Of the people traveling more than 50 miles, the number traveling from another state or country: 4
 - d. Of the people traveling more than 50 miles, the number of people staying overnight in the municipality or area: 56
 - e. Of the people staying overnight, the number of people staying overnight in PAID accommodations (hotel, motel, bed and breakfast) in the municipality or area: 39
 - f. The number of PAID lodging room nights (i.e., two or more persons sharing a room for one night equals one lodging room night): 20
 - g. What Methodology did you use to develop the figures reported in 10.a through 10.f: ACTUAL DEMOGRAPHICS FROM REGISTRATION



City of Leavenworth – Group Funding Request

RECEIVED
FEB 09 2016

2016 Deadline for Requests: March 1, 2016

BY _____

(Applications will be reviewed by the City Council for Allocations on March 8, 2016.)

1) Group/Organization Information:

Group Name: Ski Hill Heritage Foundation
Name of Event/Function: Leavenworth Film Festival
Date of Event/Function: April 9, 2016
Authorized Representative: Anne Hessburg, Event Director
Mailing Address: PO Box 508
Leavenworth, WA 98826
Phone: 206-465-1754 Email: info@leavenworthfilmfestival.org

City Use Only

Approved: Y / N

Amount: _____

Date: _____

Previous funding
dates and amounts

1) 2,500 - 2014

2) 2,500 - 2015

2) Funding Request and Partnerships

A) Requested Amount in this Application* \$ 2500 B) Total Cost of Event: \$ 17,300

C) Has this event previously received City funding (Y/N)

i) Date: 2015 Amount: 2500 ii) Date: 2014 Amount: 2500

D) Estimated Overnight Stays: (See page 2) 250

E) List all partner agencies and matching funding (use separate sheet if necessary):

-Ski Hill Heritage Foundation is our nonprofit partner, not providing funding

*Requested funds, if awarded, must be used for promotional materials **designed for events that generate overnight lodging stays** and are pursuant to the use of lodging tax revenue and the policies set forth by the Leavenworth City Council. Group funding is intended for short term, start-up funding (max. 2 years) for promotional events and should not be considered as a long-term revenue source for any event. The economic development council committee may recommend one additional year of funding support if, 1) funding is still available in the program for that given year, 2) the event is clearly promoting/benefiting the Leavenworth community, 3) generating overnight stays and 4) the organizers are clearly showing progress towards event sustainability.



PO BOX 508 LEAVENWORTH, WA 98826 – Info@LeavenworthFilmFestival.org

2016 Event Description

The Leavenworth Film Festival Board will be hosting, with partner the Leavenworth Ski Hill Heritage Foundation, the 4th annual Leavenworth Film Festival. Building upon the last three years of success, we believe this year's festival will again provide a family friendly event to be enjoyed by locals and visitors alike. The event will run from 6:30 to 10:30 pm, Saturday, April 9, 2016, and will feature the top short films focused on outdoors sports and the human element, along with a raffle, local beer and wine, and a half-time show with live performance. In addition, new to this year, we will have outdoor and filmmaker industry booths with educational informational, besides other local sponsor booths. Film submission categories include: Pacific Northwest (PNW), Point of View (POV), Outdoor Sports & Adventure, Documentary/Narrative, and Youth Filmmaker with a maximum allowable length of 20 minutes. With the PNW category specifically, we hope to promote and highlight our amazing home area while targeting the primary group geographically of people that visit Leavenworth and the Wenatchee Valley. One of the first year's category winners, *Flow*, a locally produced film that was inspired by the Leavenworth Film Festival, progressed on to the Banff Film Festival and made it into their world tour.

Community Benefit

The Leavenworth Film Festival exists to discover and showcase the most innovative, engaging, and new short films from filmmakers who appreciate and highlight our natural surroundings, with a special focus on films shot in the Pacific Northwest. We believe this focus aligns well with the goals of the City of Leavenworth and Chelan County, as the festival will serve as a commercial for the Leavenworth area and Chelan County, and provide great promotional value to a wide audience. Our goal is to promote the majestic state of Washington, with a focus on the Leavenworth area, as a travel destination for those who enjoy outdoor recreation of all types. The film festival will assist in positioning Leavenworth as the most successful outdoor destination in the Northwest by screening and promoting films that exemplify the wide range of outdoor beauty and recreational opportunities available to visitors.

The Leavenworth Film Festival is scheduled to run the second Saturday of April when no other large festivals or events are scheduled in town which we hope will draw visitors. The first 2 years of the festival, 2013 and 2014, the festival was held this same weekend in April. These events drew approximately 800 people. Approximately 60% of those at the event were from out of town. Of that 60%, approximately 50% of those stayed overnight; 240 people. Last year's event was moved to May in an attempt to capture a larger audience once there were more visitors in town already due to the nicer weather. Unfortunately, the move caused attendance to drop because it was still light outside and people were still out enjoying the area at 6pm when the event started. In 2015, the event drew approximately 450 people. Approximately 40% of those at the event were from out of town; 135 people. Of that 40%, approximately most stayed

overnight; 120 people. This year we expect to draw closer to the 800 people that we had the first two years since we have moved the event back to April, which if similar to the first two years, will provide approximately 250 people who will stay overnight.

Our goal is to help kick start spring visitation to Leavenworth by drawing in additional visitors during this weekend and providing an additional event for local outdoor enthusiasts to enjoy. By enhancing this weekend's offerings, we hope to attract additional visitors that may not have come to Leavenworth this early in the spring if it were not for the Leavenworth Film Festival. Many attendees will come to Leavenworth early on Friday, and will stay through the weekend and enjoy additional early spring activities all across the County.

The major benefit to our event partner is that a portion of the proceeds for this event will go directly to Ski Hill Heritage Foundation, earmarked for the Ski Hill Memorial Project.

Target Market

The Leavenworth Film Festival will represent a part of Leavenworth that can be enjoyed year-round and that already has a strong following. As was the case in previous years, films are expected to feature activities such as skiing, snowboarding, hiking, camping, climbing, whitewater rafting, kayaking, mountain biking, paragliding, and heart-felt and awe-inspiring stories about the human experience. The festival will not only draw in visitors that are filmmakers, photographers, and athletes associated with the films we will be showing, but will also encourage festival goers to come back to Leavenworth and participate in those activities in the area surrounding Leavenworth in the future.

Film festivals in general have a strong draw amongst the film community. Small towns such as Banff, Telluride and Lake Tahoe have demonstrated that film festivals focused on outdoor recreation can become a major event, bringing in thousands of attendees each year and garnering national attention. Building upon our previous years of success, we believe this still young and innovative addition to Leavenworth is a good fit and has the potential in the future to be every bit as successful as those in other outdoor recreation towns, if not more so due to proximity of large cities like Seattle and Spokane.

Promotion, Marketing and Advertising Plan, & Budget Justification

Our marketing plan includes continuing to build a strong online presence through social media, web forums, and the Leavenworth Film Festival website, as well as targeted marketing to individual filmmakers, film organizations, and Wenatchee Valley schools through the Youth Filmmaker Award & Grant. We will also promote the event through printed promotional materials and traditional venues like radio. Specifically, the Leavenworth Film Festival will be running promotional campaigns throughout the winter and spring months and several short videos promoting the festival to be shared online in the months and weeks before the event. The Leavenworth area will receive promotional value from our marketing since many of our promotional materials will position Leavenworth as an outdoor recreation destination. Many of the photographs and videos that are promoted will highlight the beautiful area we live in and draw visitors, whether for the weekend of the festival or another time of year. Additional financial support would expand our marketing reach and promotional options within the cities of Seattle and Spokane; as these locations have higher marketing costs.

2015 Report - Leavenworth Film Festival

Event or Tourism Facility Lodging Tax Report Worksheet

This Official Report is due immediately following completion of your event and attendance at the next regularly scheduled City Council meeting is required to present the results of your event to the Leavenworth City Council. **Failure to comply with these requests may result in revocation of the funding and the City may require payment back for all disbursed lodging tax funds.**

1. Organization Name: Ski Hill Heritage Foundation
2. Name/Contact of Individual completing this form: Shane Wilder
3. Reporting Period: January 1, 2015 – December 31, 2015
4. Organization type: municipal/non-municipal (circle one)
5. Activity type: marketing/event/festival facility (circle one)
6. What amount of lodging tax funds was requested? \$ 2500
7. What actual amount of lodging tax funds was awarded to organization? \$ 2500
8. What was the total cost of funded activity? \$ 15,200
9. What estimated impact was submitted to the funding municipality for the proposed event, activity, or facility:
 - a. Overall attendance: 800
 - b. Number of people traveling over 50 miles to attend: 240
 - c. Of the people traveling more than 50 miles, the number traveling from another state or country: undetermined
 - d. Of the people traveling more than 50 miles, the number of people staying overnight in the municipality or area: 240
 - e. Of the people staying overnight, the number of people staying overnight in PAID accommodations (hotel, motel, bed and breakfast) in the municipality or area: 200
 - f. The number of PAID lodging room nights (i.e., two or more persons sharing a room for one night equals one lodging room night): ~~150~~ 150
10. What was the estimated actual impact of funded event, activity, or facility:
 - a. Overall attendance: 450
 - b. Number of people traveling over 50 miles to attend: ~~135~~ 135 (40%)
 - c. Of the people traveling more than 50 miles, the number traveling from another state or country: 54 (12%)
 - d. Of the people traveling more than 50 miles, the number of people staying overnight in the municipality or area: 120
 - e. Of the people staying overnight, the number of people staying overnight in PAID accommodations (hotel, motel, bed and breakfast) in the municipality or area: 104
 - f. The number of PAID lodging room nights (i.e., two or more persons sharing a room for one night equals one lodging room night): 73
 - g. What Methodology did you use to develop the figures reported in 10.a through 10.f: Data was measured using a ticket-driven marketing research device. Every attendee received a ticket and was asked to fill out the back for use in a raffle. Everyone who entered provided where they were from and whether they were staying in Leavenworth.



City of Leavenworth – Group Funding Grant Application

2016 Deadline for Requests: March 1, 2016



(Applications will be reviewed by the City Council for Allocations on March 8, 2016.)

The purpose of the Leavenworth Group Funding Grant is intended for short term, start-up funding (max. 2 years) for new festival or events and should not be considered as a long-term revenue source for any event. The Economic Development Council Committee may recommend one additional year of funding support if, 1) funding is still available in the program for that given year, 2) the event is clearly promoting/benefiting the Leavenworth community, 3) generating overnight stays and 4) the organizers are clearly showing progress towards event sustainability. The purpose of the Leavenworth Group Funding Grant Dollars, if awarded, must be used for promotional materials designed for events that generate overnight lodging stays and are pursuant to the use of lodging tax revenue and the policies set forth by the Leavenworth City Council. Additional instructions for applying and reporting are provided on page 2.

1) Group/Organization Information:

Group Name: Simply Living Farm / WKI
 Name of Event/Function: Leavenworth Sustainable Living / Farming Tour
 Date of Event/Function: Sept. 10-11, 2016
 Authorized Representative: Dave & Nancy Bartholomew
 Mailing Address: 24010 White River Rd.
Leavenworth, WA 98826
 Phone: 888-66668 Email: nancy@simplylivingfarm.com

City Use Only

Approved: Y / N _____

Amount: _____

Date: _____

Previous funding dates and amounts

1) 2,000 - 2014

2) 2,500 - 2015

2) Funding Request and Partnerships

A) Requested Amount in this Application* \$ 3,500 B) Total Cost of Event: \$ 13,500

C) Has this event previously received City funding (Y / N)

i) Date: 2014 Amount: 2,000 ii) Date: 2015 Amount: 2,500

D) Estimated Overnight Stays: (See page 2) 350

E) List all partner agencies and matching funding (use separate sheet if necessary):

WKI City of Leavenworth

Leavenworth Chamber Chelan County

Chantell Steiner

From: Dave Bartholomew [dave@simplylivingfarm.com]
Sent: Monday, February 29, 2016 11:10 AM
To: Chantell Steiner
Subject: Re: Lodging Tax Report
Attachments: Prospective - The Leavenworth Sustainable Living and Farming Tour 2016 v3.docx; ATT00001.htm; City of Leavenworth – Group Funding Request 2016 Sustainable Living and Farming Tour.docx; ATT00002.htm

Chantell,

As you suggested, attached please find our application for funding for the 2016 Sustainable Living and Funding Tour. Please note that I did a copy-and-paste of the form so it is a Word document. Please also note that most of the information on the 2016 Tour is in the second attached document.

Once again, we are working on the Tour in partnership with the Wenatchee River Institute (WRI).

Please let me know if you have any questions.

Dave

City of Leavenworth – Group Funding Request 2016 Deadline for Requests: March 1, 2016

(Applications will be reviewed by the City Council for Allocations on March 8, 2016.)

1) Group/Organization Information:

Group Name: Simply Living Farm & Wenatchee River Institute

Name of Event/Function: Leavenworth Sustainable Living and Farming Tour

Date of Event/Function: Sept 10-11, 2016 _____

Authorized Representative: Dave & Nancy Bartholomew

Mailing Address: 24010 White River Rd., Leavenworth, WA 98826

Phone: 509 888-6668 Email: Nancy@SimplyLivingFarm.com

City Use Only

Approved: Y / N Amount:

Date:

***** Previous funding dates and amounts

1) 2)

2) Funding Request and Partnerships

A) Requested Amount in this Application* \$3500.00

B) Total Cost of Event: \$13,500

C) Has this event previously received City funding YES

i) Date: 2014 Amount: \$2000 ii) Date: 2015 Amount: \$2500

D) Estimated Overnight Stays: (See page 2) 350

E) List all partner agencies and matching funding (use separate sheet if necessary):
Simply Living Farm & Wenatchee River Institute are working in partnership on this event. We are requesting funds from the City of Leavenworth, the Leavenworth Chamber of Commerce, and Chelan County.

*Requested funds, if awarded, must be used for promotional materials designed for events that generate overnight lodging stays and are pursuant to the use of lodging tax revenue and the policies set forth by the Leavenworth City Council. Group funding is

intended for short term, start-up funding (max. 2 years) for promotional events and should not be considered as a long-term revenue source for any event. The economic development council committee may recommend one additional year of funding support if, 1) funding is still available in the program for that given year, 2) the event is clearly promoting/benefiting the Leavenworth community, 3) generating overnight stays and 4) the organizers are clearly showing progress towards event sustainability.

City of Leavenworth – Group Funding Request

Page 2

3) Event Description, Community Benefit, and Budget Justification. (Two Pages Maximum)

Please see attached.

Please provide a detailed description of the proposed event and an estimated amount of potential overnight stays. Please include the goals of the event, your target market of participants, as well as your marketing and advertising plan/strategy. Please include a list of community benefits, as well as direct benefits to your organization, as a result of this event. In the budget justification, include information on how and why the funding is needed for promoting this event. ** Funding may be used for advertising and most operational expenses.

4) Reporting Requirements

Any group applying for use of lodging taxes must provide as part of their reporting after the event certain information to meet State regulations. The following items must be submitted immediately following the event/activity or the City may revoke the funding being requested and require payment back to the City for all disbursed lodging tax funds due to a lack of reporting.

1. Total amount spent on event.
2. Total amount of lodging tax funds expended.
3. The number of participants who attended the event/activity in each of the following

categories:

1. Staying overnight in paid accommodations away from their place of residence or business;
2. Staying overnight in unpaid accommodations (e.g., with friends and family)

and traveling fifty miles or more one way from their place of residence or business;

3. Staying for the day only and traveling more than fifty miles or more one way from their place of residence or business;
4. Attending but not included in one of the three categories above.
4. The Estimated number of participants in any of the above categories that attended from out-of-state (includes other countries).
5. A description of methods used to determine attendance and distinguish among the visitor categories at the event/activity.

Reporting requirements are subject to changes by the State of Washington and may be amended from time to time.



The Leavenworth Sustainable Living and Farming Tour 2016

Sponsored by Simply Living Farm
In Partnership with Wenatchee River Institute

A New Facet

A new facet has been added to the diamond we call Leavenworth.

It was over two years ago that the concept of a sustainability-related tour in the Leavenworth area came into being. Since then, the conversation on the topic of sustainability has expanded. Visitors are starting to understand that Leavenworth has some great examples of sustainable living as well as spectacular shopping and fun festivals. People and organizations within the community are talking and working together to use sustainability to promote and improve Leavenworth.



About the Tour



The people of Leavenworth don't just talk about sustainability; they live it. They don't just preach living well and eating well; they do it. Therein lies the opportunity for people to come to Leavenworth to see firsthand how to live simpler, more sustainable, more fulfilling lives. To see our sustainable farms, to walk inside homes built with the environment in mind, to tour businesses that recognize that their viability is not simply measured by their bottom line.

After two years in operation, The Leavenworth Sustainable Living and Farming Tour has proven its viability and its worth.

The 2015 Tour included almost 20 diverse destinations in the greater Leavenworth area. It also included about 20 workshops, allowing Leavenworth residents the chance to share their wealth of knowledge on the topic of sustainability. In both cases, the scope of topics was expanded over the 2014 Tour. We added MarketPlace, where area businesses sold related product in a farmer's market type environment.



As a result of specific efforts, the number of “heads in beds” increased by 300% over 2014.



Funding for 2015 was lower than in 2014, but with the experience that was gained in 2014, we were confident we could increase performance with less money. We will never know if this would have been the case, however, due to the fact that our highly focused promotional campaign suffered two catastrophic failures. We had invested all of our print advertising monies in two publications based on 2014 successes. One was “in home” three weeks late, arriving only hours before the start of the Tour. The other publication ran the 2014 ad

rather than the 2015 ad, so had the wrong dates and the wrong website address. The net impact was a decrease in attendance.

The 2016 Leavenworth Sustainable Living & Farming Tour Plans & Expectations



From several perspectives, we aim to expand the 2016 Tour:

- More “heads in beds”
- More attendees
- More destinations
- More workshops
- More topics

“Heads in Beds”

In 2015, we got more heads in beds with two carefully thought-out tactics:

1. Advertising (beyond the two failed ads mentioned earlier) and other promotions geographically targeted at least two hours drive from Leavenworth
2. Tour event schedules that necessitated attending both Saturday and Sunday in order to benefit from the full spectrum of activities.

We will take this a step further in 2016. First, we will devote Saturday to the workshops and talks, and Sunday to touring to the destinations. Since the destinations and the workshops were quite popular, we are confident that this will amplify overnight stays. Secondly, with the hope we have funds available, we plan to expand out-of-area promotions.

More Attendees

The combination of the following elements all but guarantee an increase in attendees for the 2016 Tour:



1. Non-local advertising that actually run as planned
2. A return of attendees from the 2014 and 2015 Tours
3. As funding allows, an increase of both local and non-local promotions
4. Greater cross promotions with other Leavenworth organizations an businesses
5. An expansion of topics covered by both the Tour and the workshops.

More Destinations

Local residents are enthusiastic about the Tour and we regularly receive requests from people, organizations and businesses wanting to be included. Using this large list to select from, we intend to continually improve both the quality and the quantity of destinations.

More Workshops

Workshops were new to this event in 2015, and the demand is for more of them. Fortunately, we have plenty to talk about, and the people to talk about them. For instance, the local electric vehicle organization exhibited in 2015 and has asked to expand its involvement in 2016, including one or more workshops.

More Topics

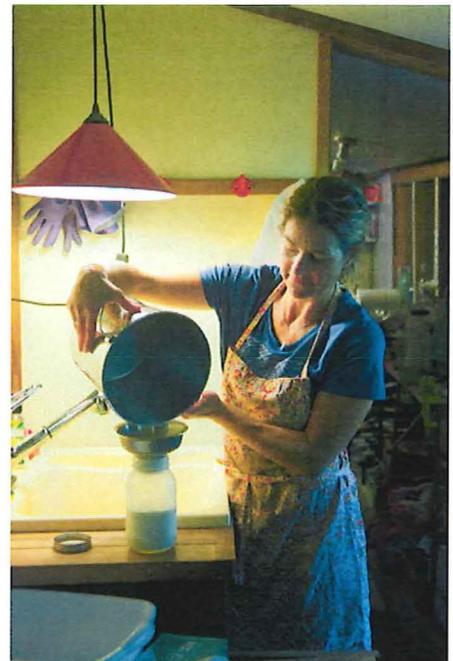
Sustainability is a broad topic, and with the positive feedback received, we will add or expand our coverage of the following:

- Food fermentation
- Alternative energy
- Food canning, dehydration and other preservation methods
- Electric vehicles
- Building healthy soils
- And others

Conclusion

The Leavenworth Sustainable Living and Farming Tour is unlike any other event held in this area. It appeals to locals and visitors; all income levels and backgrounds. There are solid reasons to believe this event is viable and can play a significant role in the Wenatchee Valley by bringing in dollars, rallying the community, and improving the quality of life.

We sincerely request your support.



Event or Tourism Facility Lodging Tax Report Worksheet

This Official Report is due immediately following completion of your event and attendance at the next regularly scheduled City Council meeting is required to present the results of your event to the Leavenworth City Council. **Failure to comply with these requests may result in revocation of the funding and the City may require payment back for all disbursed lodging tax funds.**

1. Organization Name: Simply Living Farm, LLC
 2. Name/Contact of Individual completing this form: Dave & Nancy Bartholomew
 3. Reporting Period: January 1, 2015 – December 31, 2015
 4. Organization type: non-municipal
 5. Activity type: event/festival
 6. What amount of lodging tax funds was requested? \$2500
 7. What actual amount of lodging tax funds was awarded to organization? \$2500
 8. What was the total cost of funded activity? \$5,474
 9. What estimated impact was submitted to the funding municipality for the proposed event, activity, or facility:
 - a. Overall attendance: 375
 - b. Number of people traveling over 50 miles to attend: 250
 - c. Of the people traveling more than 50 miles, the number traveling from another state or country: NA
 - d. Of the people traveling more than 50 miles, the number of people staying overnight in the municipality or area: 200
 - e. Of the people staying overnight, the number of people staying overnight in PAID accommodations (hotel, motel, bed and breakfast) in the municipality or area: 150
 - f. The number of PAID lodging room nights (i.e., two or more persons sharing a room for one night equals one lodging room night): NA
 10. What was the estimated actual impact of funded event, activity, or facility:
 - a. Overall attendance: 120
 - b. Number of people traveling over 50 miles to attend: 100+
 - c. Of the people traveling more than 50 miles, the number traveling from another state or country: 93
 - d. Of the people traveling more than 50 miles, the number of people staying overnight in the municipality or area: 97
 - e. Of the people staying overnight, the number of people staying overnight in PAID accommodations (hotel, motel, bed and breakfast) in the municipality or area: 97
 - f. The number of PAID lodging room nights (i.e., two or more persons sharing a room for one night equals one lodging room night): 52
 - g. What Methodology did you use to develop the figures reported in 10.a through 10.f: Each attendee filled out a registration card and we asked these questions
-
-

City of Leavenworth – Group Funding Request



RECEIVED
FEB 23 2015

2015 Deadline for Requests: March 1, 2015

(Applications will be reviewed by the City Council for Allocations on March 10, 2015.)

1) Group/Organization Information:

Group Name: Run Wenatchee
Name of Event/Function: Oktoberfest Trail Runs
Date of Event/Function: Oct. 15, 2016
Authorized Representative: Steve Maher
Mailing Address: 16 S. Wilson St.
Wenatchee, WA 98801
Phone: 630-2090 Email: stephenmaher67@yahoo.com

City Use Only

Approved: Y / N

Amount: _____

Date: _____

Previous funding
dates and amounts

1) -0-

2) _____

2) Funding Request and Partnerships

A) Requested Amount in this Application* \$ 1,000 B) Total Cost of Event: \$ 6,000

C) Has this event previously received City funding (Y / N) (N)

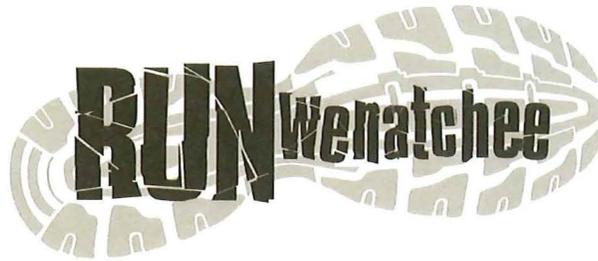
i) Date: _____ Amount: _____ ii) Date: _____ Amount: _____

D) Estimated Overnight Stays: (See page 2) 150 runners x 1 night = 150 room nights

E) List all partner agencies and matching funding (use separate sheet if necessary):

Chelan County LTAC - \$500

*Requested funds, if awarded, must be used for promotional materials **designed for events that generate overnight lodging stays** and are pursuant to the use of lodging tax revenue and the policies set forth by the Leavenworth City Council. Group funding is intended for short term, start-up funding (max. 2 years) for promotional events and should not be considered as a long-term revenue source for any event. The economic development council committee may recommend one additional year of funding support if, 1) funding is still available in the program for that given year, 2) the event is clearly promoting/benefiting the Leavenworth community, 3) generating overnight stays and 4) the organizers are clearly showing progress towards event sustainability.



OKTOBERFEST TRAIL RUNS PROPOSAL TO CITY OF LEAVENWORTH GROUP FUND

The Oktoberfest Trail Runs (10-mile and 8K distances, plus a short kids race) are held on Wenatchee National Forest lands near Leavenworth, with the start and finish occurring at the Leavenworth Ski Hill facility. During the winter months, the Ski Hill trails attracts cross-country skiers and other outdoor enthusiasts. During the rest of the year, these trails make for great runs, with views of the Cascade Mountains and of the Icicle Creek area an added bonus.

The Leavenworth event is one of eight that RunWenatchee puts on annually in Chelan County. RunWenatchee was founded in 2008 and is owned by Steve Maher and Joel and Michele Rhyner. In addition to its races, RunWenatchee holds free weekly club runs and track workouts in Wenatchee. In 2015, it donated \$22,500 to various charities and nonprofits.



This year, the Oktoberfest Trail Runs will be held on Saturday, Oct. 15. The event's beneficiary will again be the Leavenworth Winter Sports Club, which operates the Ski Hill.

The Leavenworth race also is part of the Wenatchee Valley Trail Run Series put on by RunWenatchee. Other races in the series include the Horse Lake Trail Runs (May 1) in the Wenatchee Foothills, the Red Devil Trail Runs (May 22) in the Wenatchee National Forest near Cashmere, and the Dark Side Festival Trail Runs (Sept. 24) at Mission Ridge.

The annual kick-off event for the Wenatchee Valley Trail Run Series is the Trails in Motion Film Festival, which will be held on April 12 this year at the Numerica Performing Arts Center in downtown Wenatchee.

COMMUNITY BENEFITS

One-half of all profits from the Oktoberfest Trail Runs are given to the Leavenworth Winter Sports Club, whereas the running industry standard for donations from events is 15 percent of profits.

In addition, the Oktoberfest Trail Runs, along with the Wenatchee Valley Trail Run Series, help convey the notion that the east slopes of the Cascades are a great location for trail running and the outdoors in general. The number of trail runners in the United States has grown by 42 percent since 2006 to a record 7.9 million. The West Coast (Washington, Oregon and California) has more trail runners than any other region in the country.

BUDGET JUSTIFICATION

Unlike other trail run events that RunWenatchee puts on, the Oktoberfest Trail Runs event has room for growth because the U.S. Forest Service will allow up to 750 runners for the race. At the Horse Lake Trail Runs near Wenatchee, the Chelan-Douglas Land Trust caps registration at 210 runners. And at the Red Devil Trail Runs south of Cashmere, the U.S. Forest Service caps registration at 200 runners.

The past October, 19 percent of the 150 participants in the Oktoberfest Trail Runs were from Western Washington, and 13 percent were from other parts of Eastern Washington other than Chelan and Douglas counties. That was accomplished with marketing and promotion limited to RunWenatchee's own Facebook page (4,400 followers) and monthly e-newsletter (5,100 subscribers).

RunWenatchee anticipates doubling the turnout in 2016 if it is able to advertise outside Chelan and Douglas counties. RunWenatchee is proposing to spend the \$1,000 from the City of Leavenworth Grant, coupled with \$500 from the Chelan County Lodging Tax Advisory Committee, on web ads with Northwest Runner Magazine, RaceCenter Northwest Magazine and Outdoors Northwest Magazine, along with targeted Facebook ads in the Seattle, British Columbia, Spokane, Tri-Cities and Portland markets.



City of Leavenworth – Group Funding Request

RECEIVED FEB 23 2016 2015 Deadline for Requests: March 1, 2015

(Applications will be reviewed by the City Council for Allocations on March 10, 2015.)

1) Group/Organization Information:

Group Name: Wenatchee Valley Velo Club

Name of Event/Function: Tour de Bloom's Leavenworth Race

Date of Event/Function: May 6, 2016

Authorized Representative: Steve Maher

Mailing Address: 16 S. Wilson St.
Wenatchee, WA 98801

Phone: 630-2090 Email: stephenmaher67@yahoo.com

City Use Only

Approved: Y / N

Amount: _____

Date: _____

Previous funding dates and amounts

1) -0-

2) _____

2) Funding Request and Partnerships

A) Requested Amount in this Application* \$ 3,000 B) Total Cost of Event: \$ 30,000

C) Has this event previously received City funding (Y / N)

i) Date: _____ Amount: _____ ii) Date: _____ Amount: _____

D) Estimated Overnight Stays: (See page 2) 150 riders x 3 nights = 450 room nights

E) List all partner agencies and matching funding (use separate sheet if necessary):

Wenatchee Tourism Promotion Area (TPA) - \$800

*Requested funds, if awarded, must be used for promotional materials **designed for events that generate overnight lodging stays** and are pursuant to the use of lodging tax revenue and the policies set forth by the Leavenworth City Council. Group funding is intended for short term, start-up funding (max. 2 years) for promotional events and should not be considered as a long-term revenue source for any event. The economic development council committee may recommend one additional year of funding support if, 1) funding is still available in the program for that given year, 2) the event is clearly promoting/benefiting the Leavenworth community, 3) generating overnight stays and 4) the organizers are clearly showing progress towards event sustainability.



Wenatchee Valley Velo

TOUR DE BLOOM PROPOSAL FOR A CITY OF LEAVENWORTH GRANT

The Tour de Bloom Stage Race and Omnium is held in Chelan and Douglas counties the first full weekend in May every year. This year, it will be held May 6-8. The event is organized and put on by the Wenatchee Valley Velo Club. The event is sanctioned by USA Cycling, the sport's governing body.

This year, Tour de Bloom is adding a Leavenworth Stage Race, with start and finish in Leavenworth's Bavarian Village, on May 6. The event's traditional races — a Hill Climb Race held between Squilchuck State Park and Mission Ridge Ski & Board Resort near Wenatchee on Saturday morning, May 7; a Twilight Criterium in downtown Wenatchee on Saturday afternoon and evening, May 7; and a Road Race near Waterville on Sunday, May 8 — will remain the same.



"Adding the Leavenworth race is going to really put Tour de Bloom, Leavenworth and the Wenatchee Valley on the national cycling map," says Ace Bollinger, Tour de Bloom race director. "Leavenworth is known worldwide for its Bavarian Village. To have racers finish in such a setting, with the Cascade Mountains towering above the town, and after having raced up and down Tumwater Canyon with the Wenatchee River a few feet away, well, I don't think you are going to find a more spectacular race anywhere. With marketing help, we believe we can generate major buzz within the cycling community."

The 2015 Tour de Bloom attracted 325 riders from around the Northwest and British Columbia. The addition of the Leavenworth Road Race is expected to attract another 125 riders, making Tour de Bloom one of the Northwest's largest cycling race events.

Because the first race of Tour de Bloom will be held in Leavenworth, event organizers anticipate approximately 150 riders will stay in Leavenworth an average of three nights.

The event's organizing group, Wenatchee Valley Velo Club, is giving away a record \$15,020 in cash and prizes to top riders in the Stage Race and Omnium combined. The payouts to the pro men and women categories will be the same, with \$1,000 in cash going to the top pro male and pro female riders each. In the cycling race world, cash payouts are necessary to attract the top riders, which in turn leads to amateur riders wanting to participate.

Community benefits

Funds raised from Tour de Bloom entry fees — minus event expenses — will go toward kids biking safety programs (including 500 bike helmets given free to kids at the Apple Blossom Festival), a sustainable trails network in the Wenatchee Valley led by the Evergreen Mountain Bike Alliance, and bicycle advocacy programs and outreach.

Thanks to strong growth and targeted marketing over the past few years, Tour de Bloom has pumped money into the local economy and created a lasting impression of the Wenatchee Valley for visitors. In 2014, participation grew by 21.3 percent to 273 riders. This past May 2015, ridership rose another 19 percent to 325 participants. Approximately 54.4 percent of the 2015 riders came from Western Washington; another 22.4 percent came from British Columbia; and 16.9 percent from Eastern Washington. Local tourism officials estimate the race generated about \$190,000 in direct spending for the local economy in 2015.

Following the 2015 event, Tour de Bloom's marketing contractor, AdventureWenatchee LLC, conducted an online survey of participants. Here are some of the results from that survey:

1. How would you rate the 2015 Tour de Bloom Omnium?

Excellent: 44.6 percent

Very good: 48.5 percent

Fairly good: 4.0 percent

Average: 2.9 percent

Poor: 0 percent

2. Was this your first visit to the Wenatchee Valley?

Yes: 36.6 percent

No: 63.4 percent

3. If you traveled from outside the Wenatchee Valley and you stayed overnight, where did you stay?

Hotel: 56.9 percent

Vacation property: 20.6 percent

Second home: 2.0 percent

With friends/family: 8.8 percent

Campground: 2.9 percent

I did not stay overnight for the event: 8.8 percent

Budget justification

As in the past few years, Tour de Bloom will be promoting the event principally in the Puget Sound area, along with targeted advertising in the British Columbia, Spokane, Tri-Cities and Portland markets. One negative this year is that Tour de Bloom falls on Mother's Day Weekend. But organizers are confident that can be offset by heavily promoting the Leavenworth Stage Race as well as the race's growing reputation as one of the top cycling events in the Northwest.

Specifically, the \$2,000 in funds requested from the City of Leavenworth will be used for Facebook ads in the above mentioned markets (with an emphasis on the Leavenworth Stage Race in the ads) and for web banner ads in Outdoors Northwest (Seattle-based with statewide distribution), Out There Magazine (Spokane area) and the Bicycle Paper (Seattle-based).

(1) Lodging tax revenues under this chapter may be used, directly by any municipality or indirectly through a convention and visitors bureau or destination marketing organization for:

- (a) Tourism marketing;
- (b) The marketing and operations of special events and festivals designed to attract tourists;
- (c) Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district created under chapters 35.57 and 36.100 RCW; or
- (d) Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec. 501(c)(3) and 26 U.S.C. Sec. 501(c)(6) of the internal revenue code of 1986, as amended.

(2)(a) Except as provided in (b) of this subsection, applicants applying for use of revenues in this chapter must provide the municipality to which they are applying estimates of how any moneys received will result in increases in the number of people traveling for business or pleasure on a trip:

- (i) Away from their place of residence or business and staying overnight in paid accommodations;
- (ii) To a place fifty miles or more one way from their place of residence or business for the day or staying overnight; or
- (iii) From another country or state outside of their place of residence or their business.

(b)(i) In a municipality with a population of five thousand or more, applicants applying for use of revenues in this chapter must submit their applications and estimates described under (a) of this subsection to the local lodging tax advisory committee.

(ii) The local lodging tax advisory committee must select the candidates from amongst the applicants applying for use of revenues in this chapter and provide a list of such candidates and recommended amounts of funding to the municipality for final determination. The municipality may choose only recipients from the list of candidates and recommended amounts provided by the local lodging tax advisory committee.

(c)(i) All recipients must submit a report to the municipality describing the actual number of people traveling for business or pleasure on a trip:

- (A) Away from their place of residence or business and staying overnight in paid accommodations;
- (B) To a place fifty miles or more one way from their place of residence or business for the day or staying overnight; or
- (C) From another country or state outside of their place of residence or their business. A municipality receiving a report must: Make such report available to the local legislative body and the public; and furnish copies of the report to the joint legislative audit and review committee and members of the local lodging tax advisory committee.

(ii) The joint legislative audit and review committee must on a biennial basis report to the economic development committees of the legislature on the use of lodging tax revenues by municipalities. Reporting under this subsection must begin in calendar year 2015.

(d) This section does not apply to the revenues of any lodging tax authorized under this chapter imposed by a county with a population of one million five hundred thousand or more.

[2013 c 196 § 1; 2008 c 28 § 1; 2007 c 497 § 2.]

NOTES: **Effective date -- 2013 c 196:** "This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and takes effect July 1, 2013." [2013 c 196 § 3.]

TAB 2 A:

Resolution 10-2014 – Financial Policy

RESOLUTION NO. 10-2014

**A RESOLUTION OF THE CITY OF LEAVENWORTH, WASHINGTON, AMENDING
THE FINANCIAL POLICY**

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

WHEREAS, the purpose of a Financial Policy is to outline the financial goals, policies and financial reporting requirements of the City, and

WHEREAS, the City Council and Administration conducted a review of the adopted financial policy guidelines and proposed changes based on the 2015-2016 budget cycle at the annual budget retreat held on April 25, 2014 and the City Council Study Session held on May 13, 2014.

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

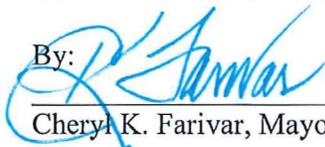
Section 1. The compilation of fiscal policies entitled "City of Leavenworth Financial Policy" attached hereto, and incorporated herein by this reference as set forth in full, is hereby amended as the official statement of financial policy for the City of Leavenworth and supersedes any revisions that have been theretofore made.

Section 2. Resolution 6-2013 is hereby repealed.

Passed by the City Council of the City of Leavenworth and approved by the Mayor this 13th day of May, 2014.

CITY OF LEAVENWORTH

By:


Cheryl K. Farivar, Mayor

Attest:


Chantell Steiner,
Finance Director/City Clerk

CITY OF LEAVENWORTH FINANCIAL POLICY

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1. General Financial Goals

- a. To provide a financial base sufficient to sustain municipal services to maintain the social well being and physical conditions of the City.
- b. To be able to withstand local and regional economic trauma, to adjust to changes in the service requirements, and to respond to other changes as they affect the community.
- c. To maintain an excellent credit rating in the financial community and assure taxpayers that Leavenworth city government is maintained in sound fiscal condition.

2. Operating Budget Policies

- a. The base operating budget is the City's comprehensive two-year financial plan which provides for the desired level of city services as defined by the City's priorities. A biennial budget will be developed every two years and will be reviewed annually using a "budgeting by priorities" process.
- b. The goals of the Budgeting by Priorities process are:
 - Align the budget with Council / Citizen priorities
 - Measure progress towards priorities
 - Get the best value for each tax dollar
 - Foster continuous learning in the City
 - Build regional cooperation
- c. "One-time" expenses require specific authority to be carried forward into subsequent budgets.
- d. Revenues and expenditures for the General Fund and all operating funds shall be projected for the ensuing biennium.
- e. Biennial operating budgets should provide for design, construction, maintenance and replacement of the City's capital, plant, and equipment consistent with the Capital Facilities Plan including the related cost for operating such new facilities.
- f. The City will maintain all its assets at a level such that it protects the City's capital investment and minimizes future maintenance and replacement costs.
- g. The City will develop an equipment replacement and maintenance needs analysis for the life cycle of the equipment and will update this projection every two years consistent with budget development.
 1. The City currently maintains a schedule of replacement for the Equipment Rental and Revolving Loan Fund for Vehicles and Equipment.
 2. The City currently maintains a schedule of replacement for all citywide computer systems.

3. The City will strive to develop a schedule of replacement for city owned facilities and equipment by 2016 for the 2015-2016 biennial budget.

h. All general government current operating expenditures will be paid from current revenues and cash carried over from the prior biennium. Reports on revenues and expenditures will be prepared monthly for the Finance Committee for review and distributed quarterly to the full City Council during the year. The City will avoid budgetary and accounting procedures which balance the current budget at the expense of future budgets. The City of Leavenworth defines a balanced budget as current biennium revenues (including fund balances) are equal to or greater than current biennium budgeted expenditures (including ending fund balances). The City will attempt to utilize beginning balances and other one-time revenues only for one-time/non-recurring expenditures such as planned capital improvements or projects.

i. All supplemental appropriations for programs (appropriations requested after the original budget is adopted) will be considered as a result of the availability of new revenues (such as unanticipated grants) or fund balance if available and without affect to a fund's minimum reserve. All supplemental appropriations will conform to the "Budgeting by Priorities" process.

3. Revenue Policies

a. The City will strive to maintain as diversified and stable a revenue system as permitted by state law to shelter it from short-run fluctuations in any one revenue source. The revenue mix should combine elastic and inelastic revenue sources to minimize the effect of an economic downturn.

b. Because revenues, especially those of the General Fund, are sensitive to both local and regional economic activities, revenue estimates provided to the City Council shall be conservative.

c. The City will estimate its biennial revenues by an objective, analytical process using past historical figures, economic changes, and suggestions provided annually by the Municipal Research and Service Center Budget Suggestions pamphlet.

d. The City will establish all user charges at a level related to the cost of providing the service and within policy parameters established by the City Council.

e. Each year, the City will review user fees to adjust for the effects of inflation and other factors as appropriate. The City will set fees for user activities, such as development and recreational services, at a level to support the direct and indirect costs of the activity.

g. The City will set fees and user charges for each enterprise fund, such as Water, Wastewater, Garbage, Stormwater, and Parking at a level that fully supports the total direct and indirect cost of the activity including the cost of annual depreciation of capital assets. Additionally, for analysis and rate modeling purposes, the proposed rates shall also take into account debt service coverage commitments made by the City at a minimum of 100% of the annual debt service.

4. Expenditure Policies

- a. The City budget will provide for a sustainable level of service as defined in the context of the Budgeting by Priorities process.
- b. The City's operating budget will not use one-time revenues to support ongoing expenditures.
- c. The City will maintain expenditure categories according to state statute and administrative regulation. Capital expenditures shall meet the requirements of generally accepted accounting principles (GAAP) which would include purchases that will be used for at least one year such as computers, vehicles, equipment, office furniture, real property, and improvements to city infrastructure. Typically these items would have a minimum cost of \$5,000 but may be less in the case of such items as computers and equipment.
- d. The City will structure service levels in the context of financial sustainability.
- e. The City will forecast its General Fund expenditures biennially. The drivers and assumptions used in the forecast will be described when necessary. All other funds will use past historical figures and economic changes where appropriate.

5. Capital Investment Budget Policies

- a. The City will make capital improvements in accordance with an adopted capital facilities plan.
- b. The Capital Facilities Plan and the base operating budget will be reviewed at the same time to ensure that the City's capital and operating needs are balanced with each other and that the Capital Facilities Plan is aligned with the City's other long-range plans.
- c. The City will develop a six-year plan for capital improvements including operations and maintenance costs that will be reviewed each year. Capital expenditures will be forecasted taking into account changes in population, changes in real estate development, or changes in relevant economic condition of the City and the region.
- d. The City will identify the estimated costs and potential funding sources for each capital project proposal before it is submitted to Council for approval. The City will use intergovernmental assistance and other outside resources whenever possible.
 1. Partnership funding with non-intergovernmental partners: The City may consider entering into agreements with various non-governmental agencies for a specific project development on a case by case basis through the use of a Developer Reimbursement and Collection Agreement as defined in the Leavenworth Municipal Code or other City Council approved agreement. In general the City is not considered a partner for development of new construction; however, the City Council may consider a financial partnership that meets at a minimum the following criteria:
 - i. The project costs meet all financial criteria within this Financial Policy without jeopardizing the financial stability or credit rating of the City.

- ii. The project has been accounted for in the City's various planning documents including but not limited to the 6-year Capital Facilities Plan, 6-year Transportation Improvement Plan, Water, Sewer, Stormwater, Park & Recreation, Regional Trails and/or Downtown Master Plans.
 - iii. The Developer provides the City with financial proof of ability to complete the construction of the project at 125% of the total estimated project costs prior to any City commitment. Financial proof could include secured bond funding notification from the bonding agency or a final line of credit from an FDIC banking institution.
 - iv. The City Council may choose to incorporate additional criteria on a case by case basis for projects requesting partnership funding.
- e. The City will determine the least costly financing method for all new projects.

6. Short-Term Debt Policies

- a. Short-term debt is defined as a period of three years or less.
- b. The City may use short-term debt to cover temporary cash flow shortages, which may be caused by a delay in receiving tax revenues or issuing long-term debt. The City will not use short-term debt for current operations.
- c. The City may issue interfund loans rather than outside debt instruments to meet short-term cash flow needs. Interfund loans will be permitted only if an analysis of the affected fund indicates excess funds are available and the use of these funds will not impact the fund's current operations. All interfund short-term borrowing will be subject to Council approval by resolution as approved for interfund loans.

7. Long-Term Debt Policies

- a. Long Term debt is that debt which exceeds three years.
- b. The City will utilize long-term borrowing for capital improvements that cannot reasonably be financed on a pay-as-you-go basis from anticipated cash flows.
- c. Acceptable uses of bond proceeds are items which can be capitalized and depreciated. Refunding bond issues designed to restructure current outstanding debt is also an acceptable use of bond proceeds provided that the net present value (NPV) of savings is at least four percent (4%).
- d. The City will determine whether self supporting bonds (such as special assessment or local improvement district bonds) are in the City's best interest when planning to incur debt to finance capital improvements.
- e. The City will not use long-term debt for current operations.

f. The City will maintain good communications with bond rating agencies about its financial condition. The City will follow a policy of full disclosure on every financial report and bond prospectus including proactive compliance with disclosure to the secondary market.

g. General Obligation Bond Policy

1. Every project proposed for financing through general obligation debt shall be accompanied by a full analysis of the future operating and maintenance costs associated with the project.

2. Bonds cannot be issued for a longer maturity schedule than a conservative estimate of the useful life of the asset to be financed.

h. Limited Tax General Obligation Bond Policies

1. As a precondition to the issuance of limited tax general obligation bonds, alternative methods of financing should also be examined.

2. Before general obligation bond propositions are placed before the voters, the capital project under consideration should have been included in the Capital Facilities Plan. The source of funds should describe the intended use of bond financing.

3. Limited tax general obligation bonds should only be issued under certain conditions:

- A project requires monies not available from alternative sources;
- Matching fund monies are available which may be lost if not applied for in a timely manner; or
- Catastrophic conditions.

i. Financing of Lease Purchases

1. Lease purchase financing may be used when the cost of borrowing or other factors make it in the City's best interest.

j. Loan Financing

1. The City may apply for low interest loan financing through state and federal programs such as the Department of Commerce, Public Works Board, Department of Ecology, Department of Health and any other program created for low interest financing of capital investments.

2. Under Washington State law, the public may vote to approve bond issues for General Government Purposes in an amount not to exceed 2.5% of assessed valuation. Within the General Purposes limit of 2.5%, the City may approve bond issues and/or lease purchases up to 1.5% of the City's total assessed value without a vote of the people and the remaining 1% with a vote of the people. State law also provides for an additional 2.5% of assessed valuation for Utility Purposes and 2.5% of assessed valuation for Open Space, Park and Capital Facilities of which each

requires a vote of the people. The City Council recognizes that these limits, although allowable, may not be affordable for the debt service payments; therefore, the following additional policies on use are defined and may be amended from time to time by action of the City Council:

- i. For General Purpose Limits the City Council is authorized to approve up to 1.35% of the 1.5% without a vote of the people. The remaining .15% is reserved for emergency uses only and must first be approved by resolution for use.
- ii. For General Purpose Limits the City Council is authorized to approve up to the full 1% with a vote of the people as defined by State Law.
- iii. For Utility Purpose Limits the City Council is authorized to approve up to 1% of the 2.5% with a vote of the people. The remaining 1.5% is reserved for emergency uses only and must first be approved by resolution for use.
- iv. For Open Space, Park and Capital Facilities the City Council is authorized to approve up to 1% of the 2.5% with a vote of the people. The remaining 1.5% is reserved for emergency uses only and must first be approved by resolution for use.

8. Reserve Fund Policies

a. The City will maintain General Operating Reserves at a level equal to at least 15% of the total General Fund budgeted revenue, including the beginning fund balance, development review revenue, and any significant one-time revenue. This reserve would exclude any non revenues and interfund loans within the current year. This reserve shall be created and maintained to:

1. Provide sufficient cash flow to meet daily financial needs.

2. Sustain City services in the event of a catastrophic event such as a natural/manmade disaster (e.g. earthquake, windstorm, flood, terrorist attack) or a major downturn in the economy. In general, the City shall endeavor to support ongoing operations with ongoing revenues, but may use reserves on a one-time basis to support City services pending the development of a longer term financial solution. However, in no event shall reserves be used longer than one biennium to support City operations. If reserves are used, the City will begin to replenish these reserves at the end of the biennium if a surplus exists, but no later than the biennium following their use.

3. The City will strive to build the General Operating Reserves in future years to a minimum of 25% by 2020.

b. Biennium surpluses in the General Fund will be used to fund one-time operations, capital expenditures, dedication to a Capital Facilities planned expenditure or utilized to increase the general operating reserve minimum planned for future years:

1. There are surplus balances remaining after all current expenditure obligations and reserve requirements are met.

2. The City has made a determination that revenues for the ensuing biennium are sufficient to support budgeted General Fund operations.

c. A surplus is defined as the difference between the actual beginning fund balance and the budgeted beginning fund balance. It consists of under-expenditures and excess revenues over and above the amounts included in the following biennial budget.

d. The City may also maintain, at its discretion, an Economic Contingency to serve as a hedge against economic fluctuations, fund future one-time operational and capital needs or support City services on a one-time basis pending the development of a longer term financial solution. The source of funding for this reserve is the biennium surplus as outlined in sections 8b and 8c above. Restoration of this reserve is at the City's discretion.

e. The City will strive to maintain an Economic Contingency reserve of \$200,000 by 2020 in the Lodging Tax Fund to serve as a hedge against economic fluctuations in the lodging industry, fund future one-time operational and capital needs or to address additional advertising needs due to a downturn in the economy. If reserves are used, the City will begin to replenish these reserves at the end of the biennium if a surplus exists, but no later than the biennium following their use.

f. The City will strive to maintain operating reserves by the year 2020 in the following enterprise funds; these operating reserves shall be created and maintained to provide sufficient cash flow to meet daily financial needs:

1. 25% of the Water Fund's total expenditures excluding ending fund balances, debt service principle and interest, capital expenditures, and one-time expenditures.

2. 35% of the Sewer Fund's total expenditures excluding debt service principle and interest, capital expenditures, and one-time expenditures.

3. 25% of the Garbage Fund's total expenditures excluding debt service principle and interest, capital expenditures, and one-time expenditures.

4. 25% of the Stormwater Fund's total expenditures excluding debt service principle and interest, capital expenditures, and one-time expenditures

5. 100% of one year of the Parking Fund's average debt service payment.

g. Bond reserve funds shall be created for the Water and Wastewater Funds and will be maintained at a minimum in accordance with the provisions set forth in the bond covenants. These shall be in addition to the reserves described above. If no bond covenants exist, the City will strive to maintain the bond reserve funds at a minimum of 4% of the total principle debt owing on the utility.

h. The City shall maintain an Equipment Rental and Revolving Fund reserve for fleet maintenance and equipment replacement. The Equipment Reserve Funds will be maintained at a level sufficient to meet yearly operations and scheduled equipment replacement so as to sustain an acceptable level of municipal services and prevent a physical deterioration of City assets.

i. The City shall also maintain Reserve Funds as follows:

1. All statutorily required reserve funds to guarantee debt service; and

2. The City shall strive to create a vacation/sick leave accrual reserve of 25% of the vacation/sick payout liability by 2020. All accrued vacation hours are paid in full upon separation. After five (5) years employment any unused sick leave shall be paid in full upon date of termination for any reason, except just cause, up to a maximum of thirty (30) days.

3. The City shall strive to create a 50% reserve by 2020 for the Leavenworth Civic Center Fund. 15% of the Fund's total expenditures excluding ending fund balances, debt service principle and interest, capital expenditures, and one-time expenditures will be used for operating reserves to provide sufficient cash flow purposes and the remaining 35% would be for capital related reserves.

4. The City and the Upper Valley Parks and Recreation Service Area (PRSA) shall strive to create a 25% reserve by 2020 for the Pool Fund. 10% of the Pool Fund's total expenditures excluding ending fund balances, debt service principle and interest, capital expenditures, and one-time expenditures will be used for operating reserves to provide sufficient cash flow purposes and the remaining 15% would be for capital related reserves.

5. The City maintains a Cemetery Endowment Fund that currently grows each year from 50% of all cemetery plot and niche sales from the General Fund. The purpose of this fund is to create a fund balance large enough to sustain support of annual maintenance once the Cemetery is full. The City will review this fund each biennium to determine the status of funding against investment opportunities to determine if the fund balance has reached a minimum amount for operational costs. At the time of this policy update, the fund balance is approximately \$220,000.

9. Investment Policies

a. The investment of city funds is defined by Leavenworth Municipal Code Section 3.08 and is governed by the Investment Committee that is comprised of the City Council Finance Committee, Finance Director and City Administrator.

10. Special Revenue Policies

a. The City will establish and maintain Special Revenue Funds which will be used to account for the proceeds of specific revenue sources to finance specified activities which are required by statute, ordinance, resolution, or executive order.

b. Special Revenue Funds having biennial operating budgets will be reviewed by the City during the budget process.

11. Accounting, Auditing, and Financial Reporting Policies

a. The City will establish and maintain a high standard of internal controls and accounting practices. The City accounts for revenues and expenditures on a cash basis.

b. The accounting system will maintain records consistent with accepted standards for local government accounting which is based on another comprehensive basis of accounting (OCBOA) as prescribed by the State Auditor's Office and contained in the State of Washington Budgeting, Accounting, and Reporting Systems (BARS) Manual.

c. Annual financial reports will present a summary of financial activity by major types of funds. Such reports will be available via the City's website (www.cityofleavenworth.com).

d. A small and attractive asset system will be maintained to identify certain City assets and their location.

e. The City will ensure that City records are audited bi-annually (each year individually) and which will result in the issuance of a financial opinion. The results of such audit are to be available to the public via the State Auditor's website.

12. Budget Calendar

a. In order to facilitate and implement the budget process, the Finance Department will propose a biennial budget calendar no later than August in every even numbered year.

b. The calendar will be comprehensive in nature and generally provide for a process that includes participation by the City Council, department staff, interlocal agencies and the public.

TAB 2 B:

Meadowlark Development Agreement

MEADOWLARK
DEVELOPMENT AGREEMENT
March 25, 2014

THIS AGREEMENT ("Agreement") is entered into effective on March _____, 2014, by the City OF LEAVENWORTH, a Washington municipal corporation ("City"), Upper Valley MEND (MEND), a non-profit organization together with its wholly owned subsidiary Leavenworth Meadowlark, LLC, Titus Road, LLC (Titus), a private Washington limited liability company, and John Agnew & Patty Hebert (Agnew/Hebert) or an entity controlled by John Agnew & Patty Hebert, private parties, to define the general parameters of planning for, development of, financing of and the construction, operation and maintenance of the Meadowlark Planned Development, property described herein.

RECITALS

- A. All property is within the City. Titus Road, LLC and Agnew/Hebert are private parties wishing to develop their property, and MEND is a non-profit organization dedicated to building affordable housing. Meadowlark is a proposed mixed density, mixed income neighborhood planned on 29.4 acres (including the Burnett parcel to the west, parcel #241701550142) north of Cascade High School between Titus Road and Chumstick Highway. At build-out, the project will bring a maximum of 150 housing units to market in the City of Leavenworth. Housing opportunities are planned to include market rate attached and detached single-family residences, near market attached and detached single-family residences (target buyer with an income of 80%-120% Area Median Income (AMI)), affordable single-family attached and detached residences (target buyer below 80% AMI), along with the potential for seasonal/work force multi-family housing in the rental market. The project will be constructed in multiple phases with the first phase delivering 42 lots of which a portion are single-family lots affordable housing (some of which are designed for common wall zero lot line construction). Each phase will require a separate land use action (such as major sub-division or binding site plan) including independent environmental review, and this Development Agreement to the extent of its terms shall apply to each future phase.
- B. Meadowlark is intended to be approved through the City's Planned Development (PD) process and potentially several land use processes that include plats and binding site plans. The PD and the first plat are to be processed simultaneously. Future land uses are to be processed as needed primarily based on market demand, but to be consistent with this Agreement and then current City environmental standards.
- C. The Meadowlark Planned Development calls for a maximum amount of single-family lots and multi-family units. The Project shall not exceed the number of lots/units proposed, but may have less, however, no less than required by the conditions of any grant accepted by the City for infrastructure improvements to facilitate the development. MEND or its Development Partners (Titus Road, LLC and Agnew/Hebert), subject to City approval, may change its intention for the number of lots as long as the amount does not result in more lots than the maximum number

proposed, or less in number and character required by any grant. These changes may occur due to existing and unforeseen site or market constraints. The changes may occur because of stormwater handling needs or aesthetic reasons, such as the need for community garden space or play areas. Any such changes will be made part of future land use processes requested by MEND or its Development Partners and will require City approval.

- D. A map of the Property and ownership is attached as Exhibit A.
- E. Subject to this Agreement, the owners and developers of the Meadowlark Planned Development project and the City will design, engineer and construct the water and sewer main extensions to serve the project site and divide costs associated therewith consistent with City Resolution No.01-2013, attached as Exhibit B hereto and made part of this Development Agreement.
- F. All infrastructure improvements not the responsibility of the City, including utilities, alleys, streets and roads, stormwater collection, retention and control facilities and other required improvements will be the responsibility of and constructed by MEND and its development partners in accordance with the provisions contained herein. Developer completed improvements (Water, Sewer and Streets) that serve the public will be dedicated to the City upon completion or as appropriate and agreed to by the City.
- G. The project will be developed in multiple phases with the majority of water and sewer completed in Phase I.
- H. The owners of the subject parcels have designated MEND as the primary contact for the Meadowlark Planned Development project.
- I. Nothing in this Agreement limits the parties hereto from entering into further agreements with one or more other parties as required as part of the development process.
- K. The City has obtained, but has not accepted a Community Development Block Grant (CDBG) in the amount of \$750,000 for on-site public utilities (water and sewer) to serve the affordable housing. The Council has committed to bonding for the estimated \$960,606 trunk line for MEND or its Development Partners located along the Chumstick Highway from the High School to the intersection with County Shop Road, which includes a Council commitment of \$193,000 towards the affordable housing portion of the bonding. MEND and its development partners have submitted a petition to the City to form a Local Improvement District. If a Local Improvement District is formed, the City may issue bonds to pay for the District's improvements and to assess benefitted properties for the District. Except for the grant and obligations associated with the LID, MEND commits to all debt and will be responsible for all costs incurred associated with Meadowlark.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of

which are hereby acknowledged, the parties agree as follows:

1. **Annexation.** The City Council approved annexation of the subject property on February 14, 2012, Ordinance No.1410. See Exhibit C attached hereto.
2. **Financial Critical Path; Condition to Agreement; Termination of Agreement.** This Development Agreement and its continued enforceability is conditioned upon the occurrence of certain critical path financial events. In the event a critical path financial event does not occur or timely occur, the City may terminate this Agreement, eliminating all rights established by this Agreement, and as City deems appropriate, may reject or not draw upon any grant received, or may terminate or abandon any process to form a Local Improvement District. The parties agree to the Financial Critical Path attached to this Agreement as Exhibit D. The City may terminate this Agreement for the failure of any event described in the Financial Critical Path in *red* to occur when and as stated in the Financial Critical Path. The City shall confirm termination of this Development Agreement by the City Council of the City passing a resolution of termination for nonoccurrence of a Critical Path event. A copy of the resolution shall be delivered to MEND and its development partners in accordance with paragraph 29 below. The date of delivery shall be the termination date of this Development Agreement.
3. **Contract for Preformation Expenditures.** MEND and each of its development partners agrees to execute a Contract for Preformation Expenditures in the form attached hereto as Exhibit E. Said Contract will be secured by an Assignment of Funds as attached to the Contract. MEND and each of its development partners acknowledges that execution of this Contract for Preformation Expenditures and deposit of funds as required by the same is a financial critical path event, and if it does not occur, the City may exercise all rights to terminate under paragraph 2 above.
4. **Assignment of Funds.** MEND and each of its development partners agrees to execute an Assignment of Funds in the form attached hereto as Exhibit F. Execution of said Assignment of Funds by MEND and its development partners and Bank and deposit of funds under the Assignment(s) all in accordance with the Financial Critical path are financial critical path events and if they do not occur, the City may exercise all rights to terminate under paragraph 2 above.
5. **Fund Allocation.** MEND or the development partners in title agrees to accept grant fund allocation based upon number of affordable housing units identified within the plat.

Said Deed of Trust shall be released and reconveyed at such time as all housing obligations of the grant are satisfied at the step specified in the Financial Critical Path. In the event of a material default of this Development Agreement after the City has received funding from the grant, or failure of the specified Financial Critical Path step to occur, City may foreclose the Deed of Trust.

6. **Formation of LID.** MEND and its development partners acknowledge that the City's passage of a resolution to form a LID is a critical path event and if it does not occur, the City may exercise all rights to terminate under paragraph 2 above.

7. **Representations and warranties.** MEND and each of its development partners represent and warrant as follows
- a. Each corporate party has been properly formed, is in good standing, and will remain in good standing during the term of this Development Agreement;
 - b. Each corporate party and each individual development partner that has, is, or will solicit funds for the development of the project from members of the public is authorized to make such solicitation, has registered to make such solicitation, or is exempt from registration, and if a security is involved, the said security is registered or exempt from registration.
 - c. Each corporate party and each individual development partner is not a party to any claim, litigation, administrative proceeding, or debarment order that would materially affect the corporate party or development partner from performing under this Development Agreement.
 - d. Each corporate party and each individual development partner will honor any and all conditions of any grant, including any audit requirements.

In the event of any material falsity of any representation contained in this paragraph, or in the event of any material breach of any warranty contained in this paragraph, City may declare this Development Agreement terminated, reject, return or refund any grant, and halt and terminate any proceedings to form an LID.

8. **Nature of Balance of Agreement.** The balance of this Agreement constitutes: (1) a development agreement between the City, MEND, and the Development Partners, pursuant to Chapter 36.70B RCW as to the matters addressed herein, although matters not addressed or addressed only generally are properly the subject of further agreements between the City and MEND and/or the Development Partners, so long as their terms are consistent with this Agreement. This Agreement is limited to the specifications herein, and shall not imply authority or agreement to any item not specifically stated herein.

MEND and its development partners acknowledge that certain changes or deviations from the City's development standards are subject to approval by the Hearing Examiner within the Planned Development (LMC 18.40) process or other administrative processes of the City. The City of Leavenworth Development Services Department and City Engineer will support the Exhibit G – Meadowlark Dimensional Standards set forth for the development of Meadowlark in the required processes and request that the deviations receive approval in the processes before the Hearing Examiner.

9. **Relationship to Future Actions and Agreements.** At the time of execution of this Agreement, it is specifically understood by the parties hereto that a complete revised Planned Development (PD) application has been submitted, and is subject to subsequent land use approval(s) for Meadowlark Planned Development. This Agreement does not waive the right of the City to include additional and/or amended,

and augmented conditions, as necessary to address public life, safety, and welfare and/or environmental mitigation. Each phase of development shall be subject to its own environmental review. The “development standards” identified in Leavenworth Municipal Code Chapters 14.14.150, 17.14.100 and 18.22.050 and 060 shall define those dimensional standards not specified in Exhibit G – Meadowlark Dimensional Standards.

MEND and the City reserve the right to enter into additional proposed agreements on development standards as necessary for processing as required by City Code.

- 10. Engineering Design Review and Infrastructure Functionality.** Prior to construction of each phase of subdivision within the PD, MEND shall submit the final engineering drawings, specification and estimates (PS&E) for review by the City Engineer, WITH the exception that Chelan County shall be the lead in the design review process when the design impacts the Chumstick Highway and Titus Road, since both are Chelan County roads, and shall not proceed without permits issued by Chelan County.

Prior to initiation of any platting and construction beyond the scope of MS LE-2012-01A (revised Major Subdivision), MEND and its development partners agree to demonstrate the function of parking, alley function, play area, snow storage / removal and stormwater without impact, and shall transmit such materials to the City for evaluation by the City Council to determine if the subdivision will be allowed to continue. The evaluation will be based upon monitored functionality. The applicant shall be responsible to demonstrate that the function of the infrastructure deviations meet or exceed original engineering and/or operate without impact, failure, and/or additional cost. Upon receipt, the City Council shall consider such information in determining the success of the deviations, and whether the Meadowlark subdivision application may continue with these deviations.

- 11. Hook up Fees.** As provided within City Resolution No. 01-2013, all development by MEND and the Development Partners are subject to the City of Leavenworth System Development Charges at the rate determined at the time of connection. Such facility charges and connection fees are separate and distinct from any assessment that may be imposed by the formation of a Local Improvement District. Mitigation fees shall only be assessed in any environmental determination issued by the City.

- 12. Water and Sewer.** If the Financial Critical Path occurs and the City does not terminate this Agreement, the City agrees to provide domestic water and sewer to the planned development. Costs associated with the planning, design, permitting and construction of public water and sewer infrastructure required to serve the planned development shall be as described below. A general description of what is being constructed through what process follows.

The Phase 1 primary water main line extension will connect with the existing mainline (near the high school to the south) to the southern property corner (within

the vicinity of the North Road/Chumstick intersection) (thence through the property in public right-of-way or within an easement granted to the City for construction at separate cost) to connect with an existing City line near the intersection of Titus and Detillion Roads or at the new intersection with Titus. The water line will be constructed by a qualified contractor secured through a City public bid process. The water main line along Chumstick Highway will be funded through the Local Improvement District if formed, and the internal water main lines construction will be funded by CDBG grant dollars and private funds. All new water mains and appurtenances not built by City but by MEND will be dedicated to the City upon completion. Phase I water main line extension may be constructed in more than one publicly bid construction contract. .

The Phase I primary sewer main line extension will be constructed from the existing main in the vicinity of the County Shop Road/Chumstick intersection to the southeastern corner of the property where a City lift station will be located (within the vicinity of the North Road/Chumstick intersection) (thence gravity mains will extend throughout the property in public right-of-way or within an easement granted to the City – at separate cost). These improvements will be constructed by a qualified contractor secured through a City public bid process. The primary sewer main line will be part of the Local Improvement District, if formed, and the internal sewer mains will be funded by CDBG dollars or other funding as designated. All sewer main lines and appurtenances will be dedicated to the City upon completion. The Phase I sewer main line extension and lift station may be constructed in more than one publicly bid construction contract..

Each Property Owner has petitioned to form and not oppose the formation of a Local Improvement District (LID), and to be assessed their proportionate share of the LID improvements based on the following:

- A. Each Property Owner shall be assessed their proportionate share of the costs for the improvements constructed by the LID in accordance with the special benefit to their properties. As of January 30, 2013 the estimated cost allocations of the City LID improvements and possible assessments would be:

MEND	\$337,621.00	(subject to increases as determined by market, overruns, and land acquisition)
Agnew/Hebert Development	\$308,468.00	(subject to increases as determined by market, overruns, and land acquisition)
Titus, LLC (Rudy Prey)	\$121,517.00	(subject to increases as determined by market, overruns, and land acquisition)
<u>City (contribution)</u>	<u>\$193,000.00</u>	<u>(not subject to increase)</u>
Total	\$960,606.00	

The parties agree that a special benefit analysis currently is being prepared to

determine if formation of the LID may proceed and what the preliminary assessments might be.

- B. The off-site water and sewer systems will be designed and engineered by the City or a consulting engineer selected by the City. MEND and its development partners acknowledge that they are responsible for certain preformation expenditures and that all other costs, including all costs of reviews and processing of permits or portions of permits, including costs for review out-sourced to parties outside of the regular employ of the City of Leavenworth, shall either be paid by the CDBG grant (if accepted and consistent with said grant), included in the amount assessed in the LID, if formed, but in all events shall otherwise be the cost of MEND and its development partners. Review fees are in addition to application and permit fees as set forth in the City of Leavenworth Fee Schedule. Outsourcing of review is done at the discretion of the City.

If the financial critical path occurs, City shall acquire the necessary easements and rights-of-way from adjacent property owners for the sewer and water lines from the southeast corner of Agnew/Hebert property to south of the Cascade High School on Chumstick Highway. Such costs will be part of the costs of the LID and part of the assessment.

- C. Funding for the water and sewer line to serve 30 affordable homes is planned to be paid for by the Community Development Block Grant (CDBG) and private funds.

13. Streets, private alleys, sidewalks, and access from streets: Public sidewalks and/or public pedestrian paths both within the public and outside of the public right-of-way will be a minimum of 5' in width. Sidewalk and access from street materials, construction sections and all other standards shall meet or exceed City Standards.

- A. Phase I will include development of the streets and private alleys (See Exhibit H, Planned Development Master Plan, subject to approval by the Hearing Examiner within the Planned Development process).
- B. MEND and its development partners shall acquire the necessary easements and rights of way from adjacent property owners for transportation and utility improvements with the exception of utility easements along Chumstick Highway to be acquired by the City.
- C. MEND and its development partners shall dedicate the right of way for all streets. Private alleys shall be maintained and owned by MEND.

14. Stormwater. MEND and its development partners are responsible for all costs associated with the planning, design, permitting and construction of stormwater, collection, detention and treatment systems required to serve the Meadowlark Planned Development as described below. MEND and its development partners

and/or their successors and assigns will maintain any piped or turfed stormwater facilities including roadside ditches, swales, detention ponds and road crossing culverts for the life of the project consistent with any additional subsequent agreement with the City or covenants of record approved by the City. At City's **option City may require that detention ponds be dedicated to the City at which point** they shall be the maintenance responsibility of City. MEND and its development partners then agree to execute such easements as City requires for access to the detention ponds. MEND and its development partners acknowledge that City may assess all lots, tracts, parcels a storm water fee or charge consistent with City code.

- A. Stormwater within the Meadowlark Planning Development shall be managed in compliance with the requirements of the Eastern Washington Stormwater Management Manual. Wherever possible, stormwater will be managed using "green" technology that relies on natural means to collect, retain and release runoff from streets and other impervious surfaces.
- B. Drainage swales will be used along streets where practical to provide for the collection and conveyance of runoff for the backbone of the drainage system for the Meadowlark PD. An access from the street side across the road side swales shall be provided every 150', either via a widened driveway access or separate concrete crossing at least 4' in width (with railing if needed) where no driveway exists in order to provide safe access for emergency personnel.

15. Snow Plowing/Storage. MEND and its development partners shall dedicate to the City snow storage easements in the front yard setbacks of each parcel, common area and open space tract at specified in Exhibit I (Snow Storage Diagram).

- A. Snow will be plowed by the City in accordance with its normal policies on all traveled ways within dedicated rights of way. MEND and its development partners are responsible for snow removal and maintaining an unobstructed emergency access in the private one-way alleys and parking areas. A Notice to Title for all lots shall be recorded describing the responsibilities of MEND and its development partners for the maintenance of any and all improvements described within this agreement and/or PD.
- B. When City snow plowing occurs, snow will be plowed by the City of Leavenworth into the roadway swales, snow storage easements in front yards, and open space tracts adjacent to City rights-of-way for melting and runoff control.

Snow in the alleys and parking areas will be removed by a private contractor to strategically placed storage sites in order to maintain clear access.

16. Covenants, Conditions and Restrictions. All phases of the development shall be subject to Covenants, Conditions and Restrictions approved by the City to ensure that ongoing maintenance obligations of the property occur. Said covenants, conditions and restrictions shall not be amended without the approval of the City. Any

obligation to assess under the covenants shall not be waived, released or otherwise terminated or extinguished without the approval of the City. The City shall be deemed a third party beneficiary of the covenants to enforce the maintenance and assessment obligations of the covenants.

17. Environmental Requirements. SEPA authority lies with the City of Leavenworth, and the Meadowlark Project will be subject to the City's required environmental review and threshold determination process. City agrees that it will be the lead agency. MEND and its development partners has completed the NEPA process with Chelan County through the preparation of an environmental assessment and supporting environmental studies, reports, and materials. A record of decision was issued and approved by the HUD Region 10 SHOP program for release of SHOP funding.

MEND and its development partners understand that a SEPA environmental checklist is required as part of the City's platting process, and that additional NEPA/SEPA review may be required for each phase of the project. The City agrees to review MEND's NEPA EA in rendering a determination. Such determination could require additional environmental review, the imposition of conditions, or the imposition of the requirement to pay mitigation fees. Subsequent phases shall be subject to environmental review.

18. Notice and Cure; Dispute Resolution. While this Agreement remains in effect, all parties agree to mediation in the event of a failure to resolve any dispute relating to the subjects within the scope of dispute resolution as defined in Section 21 below.

19. Notice and Cure. Any party who believes another party is not meeting its obligations relating to a matter defined in Section 20 shall deliver written notice to all parties specifying the alleged failure to perform ("Default Notice"). Within 7 days after delivery of the Default Notice, all parties shall meet to resolve the dispute unless the party who was alleged to not be performing delivers a written reply setting forth its agreement to perform as specified in the Default Notice.

20. Mediation. If the dispute is not resolved within the 7 day period provided in Section 19, then the parties shall mutually agree upon a mediator and complete at least 4 hours of mediation within 21 days after the Default Notice. The mediator shall be jointly selected at the meeting to be held under Section 19. If mutual selection does not occur within those 7 days, then any party may seek appointment of a mediator through application to the Superior Court utilizing the procedures of RCW 7.04.050.

21. Scope of Dispute Resolution. The parties desire dispute resolution to be a quick and efficient remedy for the subjects covered. Consequently, if the dispute is for a subject covered by this Section 21, a Default Notice must be issued within 21 days after the party discovers or has notice of a failure to perform, and if the Default Notice is not delivered within said 21 days, then the claim for default is waived and no further enforcement or dispute resolution action shall be commenced. Dispute resolution under Section 18 applies to the following subjects: compliance by each party with the requirements set forth herein but not material breach or any breach or failure to

perform or failure of condition to occur on the financial critical path. Matters not covered by dispute resolution may be enforced by appropriate judicial action. Each party shall bear their own costs and legal fees in mediation.

- 22. Term.** This Agreement shall terminate at the recording of the final plat of the final phase of Meadowlark or at the expiration of all preliminary approvals. This Agreement does not provide for any vesting other than as allowed by State law.
General Provisions
- 23. Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. Entire Agreement; Amendment; Conflict.** This Agreement represents the entire Agreement between the parties on the subjects covered herein and may be amended only by a written amendment signed by each party.
- 25. Attorneys' Fees.** The prevailing party in any action to enforce this Agreement shall be entitled to recover Attorneys' Fees and expenses actually incurred (including in appellate proceedings), except payment of fees for Dispute Resolution under Section 2 1 shall be governed by Section 21.
- 26. Binding Effect; Authority.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. Each party represents and warrants to the other that it has full right, authority and capacity to execute and perform this Agreement, and each represents to the other that the person signing this Agreement is duly authorized and has full authority to do the same.
- 27. No Third Party Beneficiary; No Partnership.** This Agreement is made solely for the benefit of the City, MEND, Agnew/Hebert and Titus. No third-party shall have any rights under this Agreement and no term or provision of this Agreement shall benefit any person or entity other than the undersigned three parties. Nothing in this Agreement creates any partnership, joint venture or other arrangement between the parties except as specifically provided herein.
- 28. Time of Essence.** Time is of the essence of this Agreement. If the final date for any time period set forth under this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the State of Washington, then the time period shall be extended to the next day that is not a weekend or legal holiday.
- 29. Invalid Provision.** If any provision of this Agreement is held to be invalid, illegal or unenforceable under present or future laws, then that provision shall be fully severable. This Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unenforceable provision.
- 30. Notices.** Any notice or communication under this Agreement shall be delivered to

the parties at the addresses set forth by their signatures, or at such different address as any party may designate. Every notice shall be in writing and is deemed delivered upon receipt if personally delivered or sent via verified facsimile transmission, or within 96 hours if deposited in the U.S. Mail appropriately addressed with postage prepaid.

31. Counterparts. This Agreement may be signed in counterparts, which taken together shall constitute the complete agreement. Signature by the parties transmitted via facsimile or email shall be acceptable and binding.

IN WITNESS WHEREOF, the City, MEND, Titus and Agnew/Hebert have executed this Agreement effective on the date of the last signature below.

DATED: 3-25, 2014 CITY OF LEAVENWORTH
A Washington municipal corporation

By: 

DATED: 3-27, 2014 UPPER VALLEY MEND

By: 
Charles B Reppas

(Printed Name/Title)

Address: P.O. Box 772
Leavenworth WA 98826

DATED: 3-27-14, 2014 TITUS ROAD, LLC

By: 
RUDY P. P. P. P. OWNER

(Printed Name/Title)

Address: P.O. BOX 536
SEASIDE WA 98847

DATED: MARCH 27, 2014

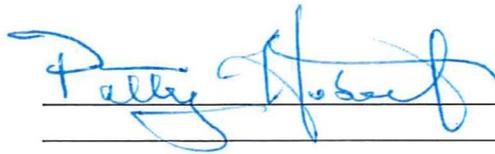
JOHN AGNEW



Address: P.O. Box 2007
LEAVENWORTH, WA
98826

DATED: March 27, 2014

PATTY HEBERT



Address: P.O. Box 2007
LEAVENWORTH, WA
98826

EXHIBITS:

- A. Map of Property and Ownership
- B. Resolution No. 01-2013
- C. Ordinance No. 1410
- D. Financial Critical Path
- E. Contract for Preformation Expenditures
- F. Assignment of Funds
- G. Meadowlark Dimensional Standards
- H. Planned Development Master Plan
- I. Snow Storage Diagram

EXHIBIT B

RESOLUTION NO. 1-2013

CITY OF LEAVENWORTH, WASHINGTON

A RESOLUTION OF THE CITY OF LEAVENWORTH, WASHINGTON, AMENDING
THE AGREEMENT TO ENTER INTO MUNICIPAL BONDING FOR THE
CONSTRUCTION OF UTILITY CONNECTION TO THE MEADOWLARK
DEVELOPMENT AND REPEALING RESOLUTION 10-2012.

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

WHEREAS, the City of Leavenworth, Upper Valley MEND and the community have the shared goal of increasing the availability of affordable housing; and

WHEREAS, the importance of affordable housing enables families to live and work here in the Upper Valley and Leavenworth community; and

WHEREAS, the three property owners with interests in the success of the Meadowlark Development requested annexation into the City of Leavenworth in 2012 and the City did accept that annexation petition; and

WHEREAS, all three property owners (Upper Valley MEND, Titus LLC, and Agnew/Hebert) near Chumstick Highway are within the City of Leavenworth and undertaking the planned development, development agreement, and subdivision approval processes for the development of the "Meadowlark" planned development and subdivision; and

WHEREAS, as engineering estimates and costs are reviewed, as they are accepted, it will be necessary to revise funding amounts; and

WHEREAS, two private property owners, the owners of the Titus LLC (Rudy Prey) and the owners of the Agnew/Hebert Development, agree to pay their pro-rata share of design and construction of these utilities; and

WHEREAS, the private parties agree to pay ongoing debt service costs for this bond until the lots are developed and sold and/or conveyed according to the terms of a Development Agreement between the City of Leavenworth and the three parties; and

WHEREAS, upon the sale or conveyance of the lot with an outstanding assessment, in accordance with the terms of a Development Agreement, the outstanding balance of the assessment shall be paid to the City for debt service costs for this bond; and

WHEREAS, the City of Leavenworth finds a public good in an affordable housing project and a utility line extension which can serve this project; and

WHEREAS, the City may also be compensated for this bond funding through sales tax revenue estimated from approximately \$7,800,000 total construction costs and additional excise tax from the sale of lots and homes; and

WHEREAS, HUD SHOP funds through Community Frameworks of \$450,000 were committed to the first thirty (30) affordable homes and they had a condition requiring conditional City commitment of funding prior to funds release on December 15, 2011, which was completed by the City with the adoption of Resolution 21-2011 on November 22, 2011.

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

SECTION 1.

The City of Leavenworth hereby commits to providing a municipal bond estimated in the amount of \$960,606 for the purpose of engineering and utility construction of water and sewer trunk lines along the Chumstick Highway for the property owners identified above from the High School to the intersection with County Shop Road, subject to the completion of the following conditions:

1. Completion of a development agreement contract between City and three property owners, Upper Valley MEND, Titus LLC, (Rudy Prey) and Agnew/Hebert to allow for success of the development in conjunction with the Planned Development; and
2. Property development owners Titus LLC (Rudy Prey), the Agnew/Hebert Development, and Upper Valley MEND will agree to a Developer Reimbursement and Collection Agreement with the City of Leavenworth for their proportional costs of the construction of the water and sewer trunk lines. The Developer Reimbursement and Collection Agreement will address principle and interest, other debt service costs, and administrative costs. Such Developer Reimbursement and Collection Agreement will be repaid annually or upon early full payment for a sum of the Bond pro-rata shares to be determined by all parties with a final payment on or by the termination of the Bond; and
3. As of December 19, 2012 the estimated cost allocations of the City bonding would be:

MEND Affordable	\$ 81459
MEND Market Rate	\$256162
Agnew/Hebert Development	\$311,053
Titus, LLC (Rudy Prey)	\$118,932
<u>City</u>	<u>\$193,000</u>
Total	\$960,606

4. Bond preparation will be executed after full funding from MEND and partners for utility and road construction commitment is provided; estimated at \$3,000,000 in addition to City municipal bond. This is a combination of private partners (2) commitments and the construction financing established by MEND ; and

5. Commitment by Upper Valley Mend and the City of Leavenworth to jointly fund the first 30% of engineering for the water trunk line, sewer trunk line, and any necessary utility facilities required from the southeast corner of the project to the High School intersection with sewer main and County Shop Road, which has been completed as of January 18, 2012; and
6. Upper Valley MEND, Titus LLC, and Agnew/Hebert Property owners have requested that the on-site public utilities (water and sewer) constructed in the dedicated right of way be accomplished as a City managed project. The City recognizes the benefit of a City managed project for the construction of the on-site public utilities (water and sewer mains) constructed in the publicly dedicated right of way within the project area. The City and Meadowlark Development owners will need to decide the most cost effective approach to accomplish the construction and installation of the on-site public utilities, whether by the developer with City oversight or through a City managed project.
7. Upper Valley MEND and the City of Leavenworth will jointly submit a Community Development Block Grant (CDBG) application to the Washington Department of Commerce in January of 2013. Upper Valley MEND will provide a full and complete CDBG application to the City for review by January 25, 2013. If received by January 25, 2013, the City of Leavenworth will review and submit the CDBG application by January 31, 2013. The CDBG application is estimated at \$750,000 of which funds will be utilized for the construction of the on-site (within the property boundaries) public utilities (water and sewer mains) constructed in the publicly dedicated right of way to benefit 30 low-income housing units within the project area; and
8. If the CDBG is awarded to the City:
 - a. Prior to acceptance of a CDBG award, Upper Valley MEND, private property owners Titus LLC and Agnew/Hebert, the Meadowlark Development property owners will establish an adequate commitment of funding in an amount and form acceptable by the City to ensure funding for the difference between \$750,000 above and unforeseen increased construction costs and/or additional liabilities for the construction of the on-site public utilities (water and sewer mains) constructed in the publicly dedicated right of way within the referenced properties; and
 - b. Prior to the acceptance of a CDBG award, Upper Valley MEND will provide the City with legal documentation which will include any and all financial agreements pertaining to the Meadowlark development to insure the financial feasibility of the full buildout of at least 31 affordable homes; and
 - c. Prior to the acceptance of a CDBG award, property owners are required to dedicate rights of way (ROW) necessary for subdivision comprising the project development for all public utility construction, construction of the Chumstick Multi-use trail, and future intersection improvements of development access roads to the Chumstick Highway; and
9. All homes constructed on properties owned by Upper Valley MEND, Titus LLC (Rudy Prey), and the Agnew/Hebert are subject to the City of Leavenworth System Development Charges at the rate determined at the time of connection.

Such charges are separate and distinct from the agreement to enter into a municipal bond for the construction of the City utility extension which will serve the referenced properties and any Developer Reimbursement and Collection Agreement; and

10. Property owners, their successors, heirs, and assigns shall not protest connecting to water and sewer service when such becomes available in conformance with the City of Leavenworth Municipal Code; and
11. As part of the development and connection requirement to City utilities, domestic water rights that are appurtenant to the land at the time of development shall be transferred to the City in an amount equal to that utilized by the applicant in connecting to the City system.

SECTION 2.

Nothing in this agreement shall bind nor obligate the City to approve future development of the property, nor impose or not impose any particular conditions or requirements for said development and land use actions. Nor shall the City implement improvements to its utilities and/or roads that may be required to serve the development until such time that all items specified above are completed and approved by the identified property owners and City of Leavenworth.

SECTION 3.

Repealer. Resolution 10-2012 is hereby repealed.

Passed by the City Council of the City of Leavenworth and approved by the Mayor this 8th day of January, 2013.

CITY OF LEAVENWORTH

By:



Cheryl K. Farivar, Mayor

Attest:



Chantell Steiner
Finance Director/City Clerk

EXHIBIT C

ORDINANCE NO. 1410
CITY OF LEAVENWORTH, WASHINGTON

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN
REAL PROPERTY OWNED BY THE UPPER VALLEY MEND, TITUS
LLC, AGNEW/HEBERT, AND DUNCAN TO THE CITY OF
LEAVENWORTH, WASHINGTON, INCORPORATING THE SAME
WITHIN THE CORPORATE LIMITS THEREOF, AND ADOPTING
ZONING REGULATIONS FOR THE ANNEXED PROPERTY

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

Section 1. The real property in Chelan County, Washington, described on Exhibit "A" attached hereto, owned by the Upper Valley MEND, Titus LLC, Agnew/Hebert, and Duncan property described as (abbreviated) herein as: Parcel # 241701550135 - EMIG PARKs LOT 22s & 23s with 14 acres. Parcel # 241701550153 - EMIG PARKs LOT 26s L B BA06-104, L B BA05-133s with 5.5000 acres. Parcel # 241701550111 - EMIG PARKs PT LOT C BLA 2008-111 (TAX CODE/ANNEXED); LC BA06-122 LESS ANNEXED STRIPs with 0.3600 acres. Parcel # 241701550155 - EMIG PARKs LOT 26s BA# 2005-133 LOT As with 3.9000 acres, contiguous to the City of Leavenworth, and within the City of Leavenworth urban growth boundary, is hereby annexed to and incorporated in the city limits of the City of Leavenworth, Washington.

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

Section 3. The annexed real property shall be subject to the City of Leavenworth Comprehensive Plan and City of Leavenworth zoning regulations and shall retain the existing zoning of Residential Multi-family.

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

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

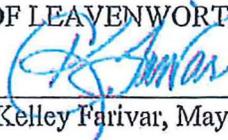
Section 6. This annexation requires, prior to its effectiveness, transfer to the City of Leavenworth of any domestic water rights as a condition of annexation.

Section 7. On January 10th, 2012, the City Council met with the annexation initiating parties and accepted the annexation with necessary conditions. On January 24, 2012, City

Council conducted a public hearing to accept and consider public testimony.

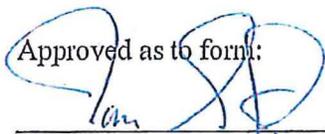
Passed by the City Council of City of Leavenworth, Washington and approved by the Mayor at an open public meeting on the 27th day of March, 2012.

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

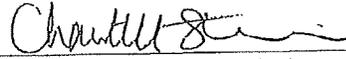
I, the undersigned, City Clerk of the City of Leavenworth, Washington (the "City"), hereby certify as follows:

1. The attached copy of Ordinance No. 1410 (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 March 27, 2012, 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 27th day of March, 2012.

CITY OF LEAVENWORTH, WASHINGTON



Chantell Steiner, City Clerk

Exhibit A

Legal Descriptions

Parcel # 241701550135 - (map # 1)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CHELAN, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

LOTS 22 AND 23, EMIG PARK, CHELAN COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 55, EXCEPT THEREFROM THAT PORTION LYING NORTHERLY OF THE SOUTH LINE OF LOT 20 EXTENDED EASTERLY AND PARALLELING THE NORTH LINE OF SAID LOTS 22 AND 23.

Parcel # 241701550153 - (map # 2)

THAT PORTION OF LOT 24 AND 26, PLAT OF EMIG PARK, CHELAN COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 55, AND THAT PORTION OF GOVERNMENT LOT 9 IN SECTION 1, TOWNSHIP 24 NORTH, RANGE 17 EAST OF THE WILLAMETIE MERIDIAN, CHELAN COUNTY, WASHINGTON, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 26, A BRASS CAP SET ON AN IRON PIPE; THENCE NORTH 0°17'23" WEST, ALONG THE WEST LINE OF SAID LOT 26, 318.39 FEET TO A 5/8 INCH IRON PIN AS SHOWN ON SURVEY RECORDED IN BOOK 20 OF SURVEYS AT PAGE 52 RECORDS OF SAID COUNTY; THENCE CONTINUE NORTH 0°17'23" WEST 415.54 FEET TO THE TRUE POINT OF BEGINNING OF SAID DESCRIBED LINE; THENCE SOUTH 83°67'27" EAST 524.19 FEET, MORE OR LESS TO THE WEST RIGHT OF WAY OF CHUMSTICK HIGHWAY AND END OF SAID DESCRIBED LINE,

EXCEPT THAT PORTION LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 26, A BRASS CAP SET ON AN IRON PIPE; THENCE NORTH 0°17'23" WEST, ALONG THE WEST LINE OF SAID LOT 26, 318.39 FEET TO A 5/8 INCH IRON PIN AS SHOWN ON SURVEY RECORDED IN BOOK 20 OF SURVEYS AT PAGE 52 RECORDS OF SAID COUNTY; TO THE TRUE POINT OF BEGINNING OF SAID DESCRIBED LINE; THENCE SOUTH 78°22'40" EAST 131.23 FEET; THENCE SOUTH 67°12'21" EAST 94.68 FEET; THENCE NORTH 75°48'49" EAST 60.71 FEET; THENCE SOUTH 86°26'02" EAST 349.44 FEET, MORE OR LESS TO THE WEST RIGHT OF WAY OF CHUMSTICK HIGHWAY,

AND EXCEPT THAT PORTION LYING EAST OF THE WEST RIGHT OF WAY OF CHUMSTICK HIGHWAY.

Parcel # 241701550111 - (map # 5)

THAT PORTION OF PARCEL "C" AS DESCRIBED IN AND DELINEATED ON BOUNDARY LINE ADJUSTMENT NO. 2006-122, CHELAN COUNTY, WASHINGTON, RECORDED OCTOBER 26, 2006, UNDER AUDITOR'S FILE NO. 2240974, BEING A PORTION OF LOT 1 OF BURNETT SHORT PLAT NO. 1982 AND LOT 1 OF SHORT PLAT NO. 1570, LYING SOUTHERLY OF THE SOUTH LINE OF LOT

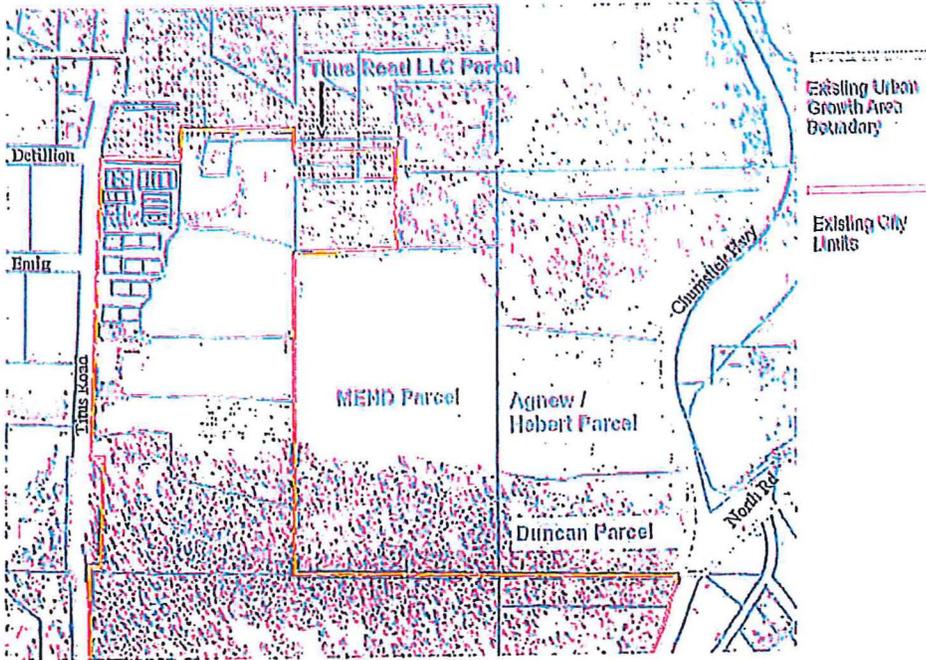
1, CHELAN COUNTY SHORT PLAT NO. 1982, RECORDED IN BOOK SP-8, PAGE 61, EXTENDED EASTERLY TO THE EAST LINE OF SAID PARCEL "C".

Parcel # 241701550155 -- (map #14)

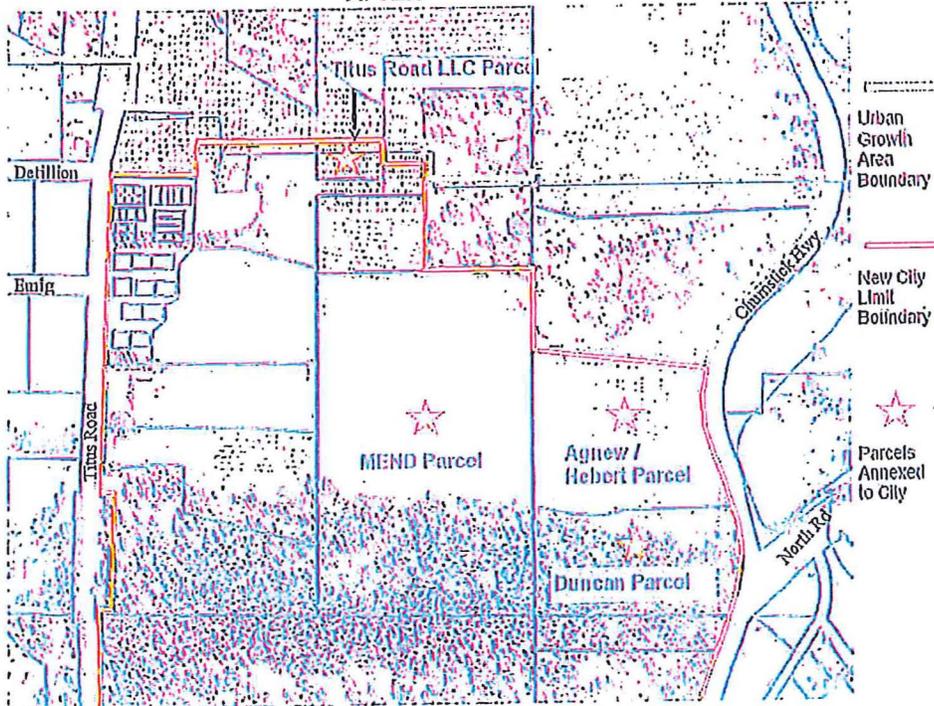
THAT PORTION OF LOT 26, PLAT OF EMIG PARK CHELAN COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 55, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 26, A BRASS CAP SET ON AN IRON PIPE; THENCE NORTH $0^{\circ}17'23''$ WEST, ALONG THE WEST LINE OF SAID LOT 26, 318.39 FEET TO A $\frac{5}{8}$ " IRON PIN AS SHOWN ON SURVEY RECORDED IN BOOK 20 OF SURVEYS AT PAGE 52 RECORDS OF SAID COUNTY; TO THE TRUE POINT OF BEGINNING OF SAID DESCRIBED LINE; THENCE SOUTH $78^{\circ}22'40''$ EAST 131.23 FEET; THENCE SOUTH $67^{\circ}12'21''$ EAST 94.68 FEET; THENCE NORTH $76^{\circ}48'49''$ EAST 60.71 FEET; THENCE SOUTH $86^{\circ}26'02''$ EAST 349.44 FEET, MORE OR LESS TO THE WEST RIGHT OF WAY OF CHUMSTICK HIGHWAY. EXCEPT RIGHT OF WAY OF CHUMSTICK HIGHWAY. ALSO KNOWN AS NEW TRACT A OF CHELAN COUNTY BOUNDARY LINE ADJUSTMENT 2005-133 RECORDED UNDER CHELAN COUNTY AUDITOR'S FILE NO. 2220399.

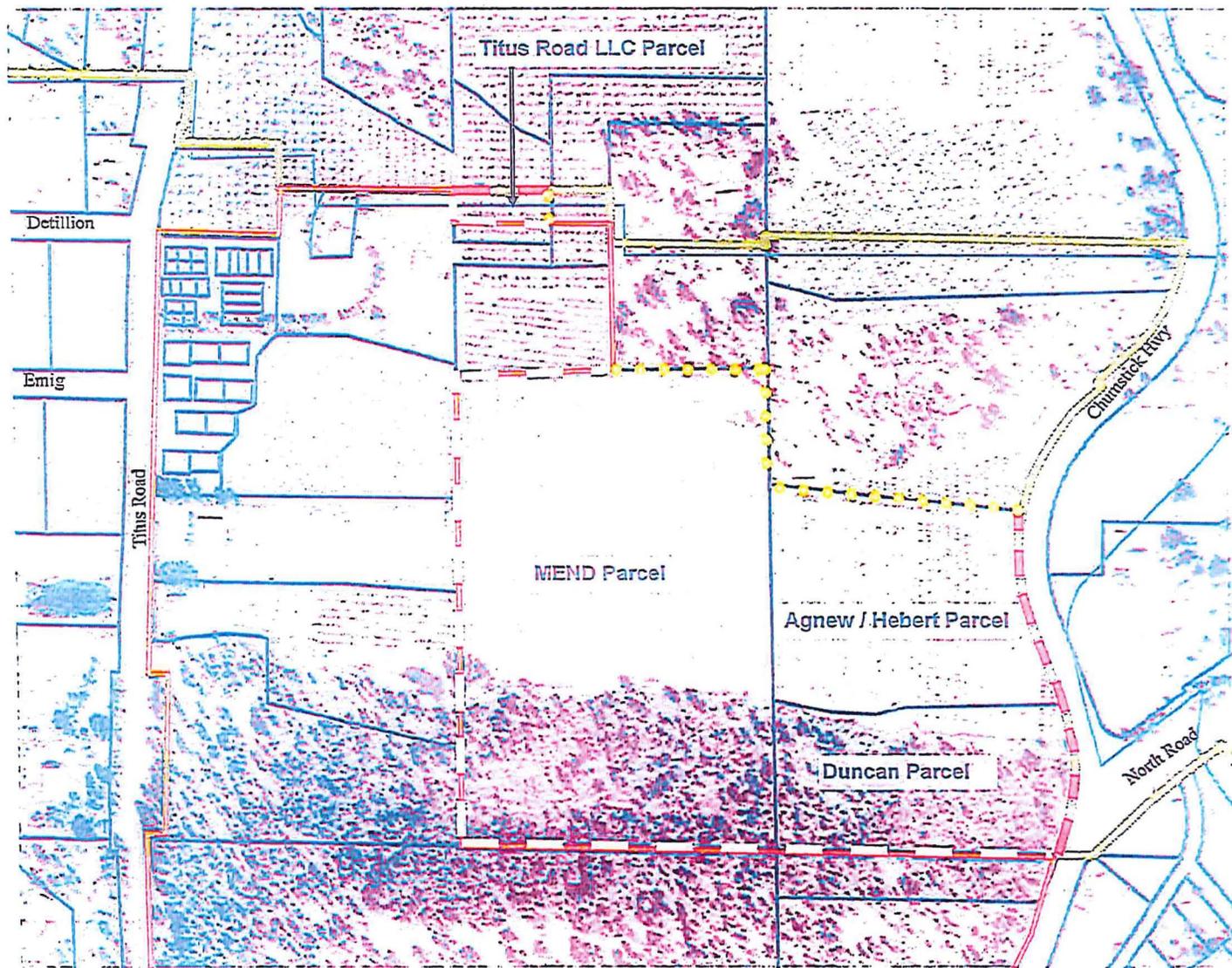
City Of Leavenworth Meadow Lark Annexation

BEFORE



AFTER





Existing Urban Growth Area Boundary

Existing City Limits

City Limit Boundary To Be Removed

New City Limit Boundary Following Current Urban Growth Area Boundary

New City Limit Boundary Inside Current Urban Growth Area Boundary Following Parcel Boundary


CHELAN COUNTY
 AUDITOR
 Skip Moore
 Chelan County Auditor
 350 Orondo Street
 Wenatchee, WA 98801
 (509)667-6815
 www.co.chelan.wa.us

Chelan County
 Chelan County Transaction #: 41088
 Receipt #: 163092
 Cashier Date: 3/30/2012 2:18:46 PM
 (KFEDDEMA)



Print Date:
 3/30/2012 2:18:49
 PM

Customer Information	Transaction Information	Payment Summary
(CREDIT) CITY OF LEAVENWORTH	Date Received: 03/30/2012	
Escrow Balance: -\$81.00	Source Code: Over The Counter	Total Fees \$69.00
	Return Code:	Total Payments \$69.00
	Trans Type: Recording	
	Comments: 006325	

1 Payments	
 ESCROW	\$69.00

1 Recorded Items	
 (ORD) ORDINANCE	<i>AFN:2358454 BK/PG: 0/0 Date:3/30/2012 2:18:45 PM</i> <i>From: To: Public</i>
Filing Instrument @ \$62.00 1st Page, \$1.00 Each Addn Pages	\$69.00
	8

0 Search Items

0 Miscellaneous Items

Originally Adopted SEPTEMBER 20, 2013, Updated
March, 2014

FINANCIAL CRITICAL PATH AND TIMETABLE FOR
MEADOWLARK DEVELOPMENT

1. Adequate disclosure of good standing of corporate entities (Articles of Incorporation, Certificate of Formation, Certificate of Good Standing) that are Developer.

This task has been completed to the satisfaction of the City of Leavenworth.

2. Evidence of regulatory compliance for Developer for either/all charitable solicitation, or for a security or note offering (Offering Statement, Exemption letter or approval, attorney opinion).

This task has been completed to the satisfaction of the City of Leavenworth.

3. Execution of Contract for Preformation Expenditures and Assignment of Funds of \$100,000.00 to secure Contract for Preformation Expenditures. Signed by Developer (and Bank on Assignment). Deposit of Assignment monies with Bank. Receipt of Developer signed Developer Agreement. Current cost estimate remains: Benefit analysis, \$2,000 per property, City legal review \$7,500, Notices/Publication \$1,000, and Engineering \$85,000.

4. City acceptance of CDBG Grant and City authorization for Contract for Reimbursement of Pre-formation Expenditures and Developer Agreement September 24, 2013. Agreement to be signed by applicant prior to consideration by City.

The City of Leavenworth has accepted the CDBG grant.

5. For LID Petition certification (done), Engineer's certified cost estimate, receipt of special benefit analysis, preliminary assessment roll.

6. For LID if special benefit analysis does not show special benefit in excess of cost estimate then either:

- a. City decision to contribute to buy down so assessment totals less than special benefit,
- or
- b. Developer agreement and deposit of "buy down" funds.

DEADLINE FOR STEP 6 – TWO WEEKS AFTER RECEIPT OF SPECIAL BENEFIT
ANALYSIS AND THE ENGINEER'S CERTIFIED COST ESTIMATE.

(The City and MEND are in receipt of the Special Benefit Analysis. At this time the Engineer's estimate do show that the sufficient benefit. The City should have the Certified Cost Estimate in March 2014; at that time City and Meadowlark Developers will need to review Special Benefit Analysis for Step 6).

Exhibit D

7. A. The special benefit analysis indicated that Titus Road, LLC would need to, at minimum, have water and sewer stubbed to its property by December 15, 2016. Since Titus Road, LLC has decided not develop its property in phase one, it will be required to provide a cash set aside in the amount of \$94,000 or another form of financial guaranty subject to the City of Leavenworth approval.

7. B Because of the reduced scope of phase one, Upper Valley MEND will supply City with full Engineering Plans and a certified cost estimate for all Phase I infrastructure improvements within Phase I, including but not limited to water, sewer, all other utilities, storm water drainage, sidewalks, and roads.

DEADLINE FOR STEPS 7A AND 7B March 31, 2014. If either Step 7A or 7B does not occur by deadline, project does not proceed.

8. Developer preliminary demonstration of capital and delivery of loan commitment letter for any buy down funds and developer improvements (including residences) not included in Steps 6A and 6B. For capital, written pledges, or subscription letters for notes or securities. Developer complete submittal of application for preliminary plat for phase I.

If step 8 does not occur, recommendation is that project does not proceed.

DEADLINE FOR STEP 8 – May 1, 2014

9. Developer and Bank Assignment of Funds on terms acceptable to City. Assignment to cover cost of public improvements by developer and developer costs associated with water and sewer improvements greater than \$550,000. Estimated Developer assignment of _____ of funds to cover associated certified cost estimate provided in Step 7 B. Funds on Deposit with Bank.

If step 9 does not occur, project does not proceed. City returns CDBG funds to Department of Commerce.

DEADLINE FOR STEP 9 - May 1, 2014

10. City authorizes draw on CDBG Funds . Amount authorized will not exceed \$25,000 for each affordable unit to be built in Phase I of Meadowlark Development to a not to exceed maximum amount of \$750,000. Phase I will include 22 CLT homes and therefore \$550,000 will drawn for water and sewer installation. The other \$200,000 will be drawn as part of phase II at which time the additional 8 CLT homes will be built.
11. Public Hearing and possible Resolution to form LID, and confirm preliminary assessment roll. Formation of LID

If Step 11 does not occur, City collects funds under Assignment of Funds for preformation expenditures incurred.

Exhibit D

12. Completion of Plans, project manual/contract for LID work and for CDBG Grant work authorized for phase one.
13. Developer completion of permitting and approvals. Final construction plans for Phase I.
14. Demonstration of Developer contracting for Developer work.

If any of steps 12-16 do not occur, recommendation is City returns/releases grant, City draws its costs under step 3 above, and City revokes Resolution to form LID. Project stops.

If all steps to 16 have occurred, City release of Assignment of Funds under step 3.

15. City funding for LID work (Existing fund? Inter-fund loan? Bank bridge loan?).
16. City compliance to draw funds on grant work for phase one.
17. City Advertise for Bids on LID work.
18. City Advertise for Bids on grant work for phase one.
19. Coordinated issuance of Notices to Proceed on LID work, grant work and developer work for phase one..
20. City draw on grant funds(subject to limit in 12 above) city draw on loan funds (LID).
21. Construction of work, inspections/approvals, payment of contractors, project closeout for infrastructure For LID and phase one Payment of all contractors for grant, LID and developer work for phase one..

Draw downs on developer funds under Assignment in Step 9. Close out of Assignment.

22. Proceedings leading to final assessment roll.
23. Sale of bonds for LID.
24. Applications for, approvals of later phases.
25. Approvals for later phases.
26. Repeat of steps 12, 14, 15, 16, 21, 22 and 23 for second phase.
27. Completion of home construction requirements under Grant
28. Completion of grant requirements – 30 LMI households must be in place.

If Step 30 does not occur, City foreclosure of Deed of Trust given under Step 11.

DEADLINE FOR STEP 30 – November 30, 2019₃

Exhibit E

CONTRACT RELATING TO PREFORMATION EXPENDITURES

This Contract Relating to Preformation Expenditures ("Contract") is made this _____ day of _____ 2013 between _____ ("Property Owners") and the City of Leavenworth, Washington ("City") under the authority of RCW 35.43.184.

WHEREAS, Property Owners submitted to City a petition to form a local improvement district on _____ (a copy of which is attached to this Contract as Attachment A;

WHEREAS, the City will incur certain expenditures related to the proposed formation of a Local Improvement District (LID), the costs of which are estimated to be one-hundred thousand dollars (\$100,000.00);

WHEREAS, City will not proceed with the process to form an LID without the agreement of Property Owners to pay the preformation expenditures incurred by the City for the proposed LID;

NOW, THEREFORE, it is agreed between Property Owners, individually and jointly and severally, and the City as follows:

1. Assignment of Funds on Deposit. Property Owners agree to execute, have their bank execute, and to deposit with their bank, Banner Bank, branch _____, in account number _____ the sum of \$ 100,000.00 in accordance with the terms of that certain Assignment of Funds attached hereto as Attachment B to provide City with security for formation of the LID and payment of the preformation expenditures. City will incur the cost and pay the preformation expenditures as and when they come due and shall provide Property Owners monthly, an informational billing of the monthly preformation expenses incurred and the total of preformation expenditures incurred.

2. Agreement to Pay. Notwithstanding the Assignment under paragraph 1, Property Owners, individually, and jointly and severally agree to be responsible for all preformation expenditures. City shall be reimbursed for the preformation expenditures from the proceeds of bonds issued by the LID after formation of the District under Chapter 35.43 RCW. In the event the LID is not formed, or if formed and abandoned, or the properties are not assessed, and/or bonds not issued, when City repayment cannot occur from bond proceeds, on invoice from City to Property Owners, Property Owners shall pay to the City the preformation expenditures incurred by City.

3. Preformation Expenses. The parties agree that "preformation expenditures" shall include but not be limited to all expenditures incurred by the City for the preparation of engineering plans, surveys, studies, appraisals, special benefit analyses, legal services and other expenses associated with the improvements to be financed, excluding only the cost of actual construction of the improvements.

4. Conduct of Preformation Work. All preformation work shall be conducted by the City Engineer, or such other designee of the City Administrator.

Exhibit E

5. Venue and Jurisdiction. In the event of any dispute concerning this Contract the parties agree to venue and jurisdiction in the Chelan County Superior Court.

6. Attorney's Fees and Costs. In the event of any dispute concerning this Contract that is referred to court, the prevailing party shall be entitled to all costs and a reasonable attorney fee as determined by the court.

7. Complete Agreement. This Contract Relating to Preformation Expenditures is intended to be a complete agreement between the parties concerning the subject matter of this Contract. This Contract may not be amended except in a writing signed by all parties.

DATED: _____, 2013 CITY OF LEAVENWORTH
A Washington municipal corporation

By: _____

DATED: _____, 2013 UPPER VALLEY MEND

By: _____

(Printed Name/Title)

Address: _____

DATED: _____, 2013 TITUS ROAD, LLC

By: _____

(Printed Name/Title)

Address: _____

Exhibit E

DATED: _____, 2013 JOHN AGNEW

Address: _____

DATED: _____, 2013 PATTY HEBERT

Address: _____

ATTACHMENT A

PETITION

MEADOWLARK DEVELOPMENT

Dated July 25, 2013

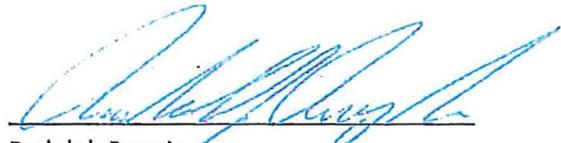
This petition is executed by 100% of the land owners within the Meadowlark Development that will benefit by the City of Leavenworth constructing a water and sewer line connection between the development and the Cascade High School. It is understood that the City will use bond indebtedness to fund the cost and that the owners shall repay the bonded indebtedness over time. A Local Improvement District (LID) created under RCW 35.43.120 will be established and be assessed against each owner's property based on the number of lots to be created. This LID has been adopted by City of Leavenworth resolution number 1-2013. The property owners are: Titus Road, LLC, solely owned by Rudolph Prey Jr., Edward J. Agnew and Patricia Hebert, owners as a married couple and Upper Valley MEND, a Washington non-profit corporation. The benefited properties are: Titus Road, LLC: tax parcel numbers 241701550111, 241701550114, 241701550138 & 241701550240, Agnew/Hebert: tax parcel number 241701550153, Upper Valley MEND: tax parcel number 241701550135.

It is understood that MEND will be building 30 affordable houses and the City of Leavenworth has agreed to refrain from assessing \$193,000 to the lots under the affordable houses.

This petition is approved by:



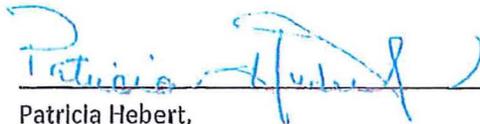
Charles B. Reppas,
Executive Director,
Upper Valley MEND



Rudolph Prey Jr.,
Sole Owner,
Titus Road, LLC



Edward J. Agnew,
Joint Owner of Property



Patricia Hebert,
Joint Owner of Property

Attachment B

ASSIGNMENT OF BANK ACCOUNT FOR SECURITY PURPOSES-
PREFORMATION EXPENDITURES

WHEREAS, Upper Valley MEND, a Washington nonprofit corporation, _____ (“Developer”) is developing property in conjunction with the City constructing improvements using grant funding and through a Local Improvement District, and Developer has City to incur and pay the preformation expenditures for formation of the Local Improvement District and

WHEREAS, the City and Developer have entered into a Contract for Reimbursement of Preformation Expenditures and City requires security for its expenditure of funds under said Contract;

NOW, THEREFORE: Developer hereby assigns to the CITY OF LEAVENWORTH, WASHINGTON for security purposes only, the sum of One Hundred Thousand Dollars(\$100,000.00) (U.S. Funds) which is deposited with, or held by Banner Bank (“Bank”) at _____ Branch under Account Number # _____ (the “Account”). This assignment shall be on the following terms and conditions:

1. This assignment shall not relate to any interest which accrues on the Account, and said interest may be withdrawn by the Developer at any time.
2. This assignment is security for performance by the Developer related to its payment of preformation expenditures under the Contract for Reimbursement of Preformation Expenditures a copy of which is attached to this Assignment.
3. The Developer shall reimburse the City for preformation expenditures in accordance with the Contract for Reimbursement of Preformation Expenditures.
4. In the event that the Developer does not reimburse the City in accordance with the Contract, and such failure continues for a period of thirty (30) days after receipt of a Notice from City to reimburse the City (the “thirty (30) day notice date”), at the option of City, the City may elect to have the funds in the account forfeited to City. This assignment also secures and shall extend to and secure all of the City’s administrative overhead costs and all legal costs and reasonable attorneys’ fees incurred by City in seeking and securing performance by the Developer or incurred by City in seeking and recovering funds from the Account to the maximum value of the Account assigned.
5. Notwithstanding recovery from or forfeiture of the Account by City, the Developer shall be responsible for reimbursement under the terms of the Contract. In the event the City exercises its right to forfeit the Account and the funds in the Account are insufficient to reimburse the City fully, then Developer shall pay any deficiency to City in full within fifteen (15) days after receipt of an invoice from City. Any delinquency in the Developer’s obligation shall accrue interest at the rate of 12% per annum from the date of invoice.

Attachment B

6. This Assignment is irrevocable without the written consent of the City; provided that the City shall be obligated to release the assignment under the terms of the Contract for Reimbursement of Preformation Expenditures. The assigned funds shall be held exclusively for the benefit of the City and shall not be subject to further assignment or encumbrance by or of the Developer, or attachment by any creditors of the Developer. All amounts deposited in the Account which are assigned to the City, unless applied in accordance with paragraph 4, shall remain in the Account until released by City.

7. Should any disputes arise between the City and Developer regarding the terms of this Assignment, the Bank shall have the option to hold all matters in a pending status until the dispute is resolved or to join in or commence a court action, and deposit the assigned funds into the registry of the court. In the event of any litigation regarding the terms of the Assignment or performance under the Assignment, the prevailing party shall be entitled to recover legal costs and reasonable attorneys' fees.

8. Time is of the essence of each and every provision of this Assignment.

9. This Assignment is not intended to create, nor shall it in any way be interpreted or construed to create any third party beneficiary rights in any person not a party hereto.

10. This Assignment and the documents attached or referenced herein constitute the entire understanding between the parties and supersedes all prior agreements or understandings, oral or written. There are no implied duties under this Assignment.

IN WITNESS WHEREOF, the signature of the Developer and the Bank are hereto affixed binding them to this obligation this _____ day of _____, 2013.

DEVELOPER:

Upper Valley MEND
A Washington nonprofit corporation

By: _____
Its _____

BANK
Banner Bank,
a _____ banking corporation

By: _____
Its _____

Attachment B

ACCEPTED BY THE CITY OF LEAVENWORTH

By: _____
Title

Exhibit F

ASSIGNMENT OF BANK ACCOUNT FOR SECURITY PURPOSES
(ESTIMATED \$1-1.5 MILLION)

WHEREAS, Upper Valley MEND, a Washington nonprofit corporation (“Developer”) is developing property in conjunction with the City constructing improvements using grant funding and through a Local Improvement District, and Developer is constructing both certain infrastructure improvements and residential improvements on its own account on the property (collectively the “Project”) which require permits from and an agreed Development Agreement with the City of Leavenworth, Washington (“City”); and

WHEREAS, the City wishes to accept the grant and proceed with the formation of the Local Improvement District but needs to be assured that the Developer establishes security to insure the construction of its required portion of the infrastructure for the Project in accordance with the Development Agreement, state law and City Code;

NOW, THEREFORE: Developer hereby assigns to the CITY OF LEAVENWORTH, WASHINGTON for security purposes only, the sum of _____ (\$ _____) (U.S. Funds) which is deposited with, or held by Banner Bank (“Bank”) at _____ Branch under Account Number # _____ (the “Account”). This assignment shall be on the following terms and conditions:

1. This assignment shall not relate to any interest which accrues on the Account, and said interest may be withdrawn by the Developer at any time.
2. This assignment is security for performance by the Developer related to the following:

Meadowlark Planned Development in City of Leavenworth
(Name of Development)

Developer’s portion of infrastructure and construction not constructed by City from Grant Funds or through Local Improvement District as detailed in the plans and specifications attached hereto as Exhibits _____ in accordance with the Development Agreement, Exhibit _____

Description of Improvements:
 (“Work”)

More particularly described on Exhibits _____ attached hereto and incorporated herein by this reference in accordance with the terms of the Development Agreement, Exhibit _____, generally the Developer infrastructure completed at Developer expense.

Exhibit F

Schedule/Deadline for Completion ("Deadline"):

The schedule and deadlines for completion are set out in Exhibit _____,
Completion no later than : (the "deadline")

3. The Work will be completed in accordance with the Schedule and in all events by the Deadline for Completion in accordance with plans and specifications prepared in accordance with City Code and approved by the City and in accordance with the Development Agreement.

4. In the event that the Developer does not substantially comply with the Schedule and/or complete the Work by the Deadline, and such failure continues for a period of thirty (30) days after receipt of a Notice from City to maintain the schedule or complete the Work (the "thirty (30) day notice date"), at the option of City, the City may elect to have the funds in the account forfeited to City, or City may perform the Work, and the funds in the Account shall be paid to the City as costs are incurred in performing the Work. This assignment also secures and shall extend to and secure all of the City's administrative overhead costs and all legal costs and reasonable attorneys' fees incurred by City in seeking and securing performance by the Developer or incurred by City in seeking and recovering funds from the Account to the maximum value of the Account assigned.

5. Notwithstanding recovery from or forfeiture of the Account by City, the Developer shall be responsible for completion of the Work. In the event the City exercises its right to perform the Work and the funds in the Account are insufficient to pay for the satisfactory completion of the Work, then Developer shall pay any deficiency to City in full within fifteen (15) days after receipt of an invoice from City. Any delinquency in the Developer's obligation shall accrue interest at the rate of 12% per annum from the date of invoice.

6. This Assignment is irrevocable without the written consent of the City; provided that the City shall be obligated to release the assignment under the terms hereinafter set out. The assigned funds shall be held exclusively for the benefit of the City and shall not be subject to further assignment or encumbrance by or of the Developer, or attachment by any creditors of the Developer. All amounts deposited in the Account which are assigned to the City, unless applied in accordance with paragraph 4, shall remain in the Account until released by City.

7. Notwithstanding the foregoing, the City agrees to three (3) partial releases of funds from the Account, and to the final release of the remainder of the funds in the Account on the following terms and conditions:

- a. First partial release and reduction: Approximately thirty (30) days after commencement of the Work, Developer may apply for a partial release and reduction of the Account. The application shall detail the work completed and request a City inspection. Upon City inspection determining that Work has been

Exhibit F

completed to City standards and specifications, and verification that the value of the work equals or exceeds in value the money requested for partial release the City shall permit a partial release of funds held in the Account in accordance with the schedule in subparagraph e of this paragraph 7.

b. Second partial release and reduction. Approximately sixty (60) days after commencement of the Work, Developer may apply for a second partial release and reduction of the Account. The application shall detail the work completed and request a City inspection. Upon City inspection determining that Work has been completed to City standards and specifications, and verification that the value of the work equals or exceeds in value the money requested for partial release the City shall permit a second partial release of funds held in the Account in accordance with the schedule in subparagraph e of this paragraph 7.

c. Third partial release and reduction. Approximately ninety (90) days after commencement of the Work, Developer may apply for a second partial release and reduction of the Account. The application shall detail the work completed and request a City inspection. Upon City inspection determining that Work has been completed to City standards and specifications, and verification that the value of the work equals or exceeds in value the money requested for partial release the City shall permit a second partial release of funds held in the Account in accordance with the schedule in subparagraph e of this paragraph 7.

d. Release of the remainder. Upon final completion of the Work, and submittal of security for maintenance and warranty for the roads, utilities and landscaping, the City will release its security herein and permit the withdrawal of the remainder of the Account.

e. Amount released. An amount will be released only when the item of work has been entirely completed. Amounts will not be prorated. The amount released will be the Developer's contractor invoice for the work plus _____ percent (___%) not to exceed the following maximum amounts:

- 1) Complete strip and spread of topsoil - \$57,982.68;
- 2) Complete Import/Place & Fill, Build Ponds - \$147,779.82
- 3) Complete Dewatering - \$52,128
- 4) Erosion Control - \$66,764.45
- 5) Complete Sanitary Sewer - \$106,345.68
- 6) Complete Storm System - \$98,215.20
- 7) Complete Water System - \$120,130.54
- 8) Complete Street work - \$463,378.26
- 9) Dry utilities - \$25,858.09
- 10) Irrigation formal planting- \$30,000
- 11) Formal planting - \$108,000.

Exhibit F

City and Developer agree that the above are the maximum values that can be drawn for an item of work.

A copy of the spreadsheet used to calculate these estimates is attached as Exhibit _____.

Developer's application will also include evidence demonstrating that the associated Work has been paid for (or will be paid for with the funds to be released) and be accompanied by lien waivers or releases from contractors performing the Work. With respect to the final release of funds, after final City inspection, and City agreement to accept the public portion of the improvements, Developer shall submit to City an instrument in form acceptable to City conveying the infrastructure improvements to the City.

City shall promptly review the application for release of funds and supporting documents and approve or reject the application within ten (10) days of completion of inspection. Any rejection shall specify, in reasonable detail, the reason for rejection. Upon approval of the application, the City shall direct the Bank to release the funds.

8. Should any disputes arise between the City and Developer regarding the terms of this Assignment, the Bank shall have the option to hold all matters in a pending status until the dispute is resolved or to join in or commence a court action, and deposit the assigned funds into the registry of the court. In the event of any litigation regarding the terms of the Assignment or performance under the Assignment, the prevailing party shall be entitled to recover legal costs and reasonable attorneys' fees.

9. Time is of the essence of each and every provision of this Assignment.

10. This Assignment is not intended to create, nor shall it in any way be interpreted or construed to create any third party beneficiary rights in any person not a party hereto.

11. This Assignment and the documents attached or referenced herein constitute the entire understanding between the parties and supersedes all prior agreements or understandings, oral or written. There are no implied duties under this Assignment.

IN WITNESS WHEREOF, the signature of the Developer and the Bank are hereto affixed binding them to this obligation this _____ day of _____, 2013.

DEVELOPER:

Upper Valley MEND
A Washington nonprofit corporation

By: _____
Its _____

Exhibit F

BANK
Banner Bank,
a _____ banking corporation

By: _____
Its _____

ACCEPTED BY THE CITY OF LEAVENWORTH

By: _____
Title

EXHIBIT G

Meadowlark Development

Dimensional Standards Table

Upper Valley MEND, Titus Road LLC & John Agnew

Dimensional Description	Deviation	Comments
Access Standards		
Right -of-Way Widths		
Ski Blikke Strasse	50'	50' - Code
Road A	50'	
Road B	50'	
Road C	50'	
Road D (Modified Urban Collector)	65'	60' -Code - Wider to include Chumstick Highway Connector Trail
Curb and Gutter Standards		
Ribbon Curb (18" flat concrete curb)	18" ribbon curb	Adjacent to stormwater swales
Curb and Gutter	18" w/6" vertical curb	Adjacent to on-street parking and at intersections

Access Sections		
Road D (Modified Urban Collector)	Deviation	
Maximum Road Grade (Percent)	6% (10%)	6-10% - Code
Minimum Road Grade	1.00%	0.5% - Code
Minimum Road Width	37'	2-12' lanes 2-5' shoulders 2-1.5' curb and gutter. No center turn lane.
Minimum Right-of-Way Width	65'	Wider to include Chumstick Highway Trail
Parking	None	None - Code
Traveled Lane	12'	
Left Turn Lane	None	12' - Code
Shoulder	5'	4' - Code
Sidewalk	5' and 8'	5' attached sidewalk on north side and 8' detached on south side

Ski Blilke (Urban Local Access)

Deviation

Maximum Road Grade (Percent)	10%	10-12% - Code
Minimum Road Grade	1.00%	0.5% - Code
Minimum Road Width	32'	2-11' lanes, 2-1.5' curb and one side parking. Face of curb to face of curb (FOC to FOC)
Minimum Right-of-Way Width	50'	
Parking (Note 4)	19' one side	8' both sides - Code. 9 diagonal parking stalls (8' X19') - Near the connection to the wetland trail
Traveled Lane	11'	
Curb and Gutter	1.5'	
Shoulder	0'	Note 6
Sidewalk	5'	5' both sides - Code. Parking side of streets only

Road A (Modified Urban Local Access)

Deviation

Maximum Road Grade (Percent)	12%	10-12% - Code
Minimum Road Grade	1.00%	0.5% - Code
Minimum Road Width	32'	2-11' lanes, 8' one side parking and 2-1.5' curb. FOC to FOC
Minimum Right-of-Way Width	50'	
Parking	19' one side	8' both sides - Code. 4 diagonal parking stalls (8' X19') -Near the intersection with Road B
Traveled Lane	11'	
Shoulder	0'	Note 6
Sidewalk	5'	5' both sides - Code. Parking side of streets only

Road B (Urban Local Access)

Deviation

Maximum Road Grade (Percent)	10%	10-12% - Code
Minimum Road Grade	1.00%	0.5% - Code
Minimum Road Width	32'	2-11' lanes, 8' parking one side and 2-1.5 curb. FOC to FOC (see Note 7)
Minimum Right-of-Way Width	50'	
Parking	8' one side	8' both sides - Code. On the north side of Road
Traveled Lane	11'	
Shoulder	0'	Note 6
Sidewalk	5'	5' both sides - Code. Parking side of streets only

Road C (Urban Local Access)	Deviation	
Maximum Road Grade (Percent)	10%	10-12% - Code
Minimum Road Grade	1.00%	0.5% - Code
Minimum Road Width	32'	2-11' lanes, 8' parking one side and 2-1.5 curb. FOC to FOC (see Note 7)
Minimum Right-of-Way Width	50'	
Parking	8' one side	8' both sides - Code. Curb to be dominated by driveway cuts
Traveled Lane	11'	
Shoulder	0'	Note 6
Sidewalk	5'	5' both sides - Code. Parking side of streets only

Note 1 - Standard Street Construction Detail and Roadway Geometrics shall be required unless modified due to soil condition as approved by the City Engineer

Note 2 - Urban Collector Road shall be extended to approximately 20' from the property line to accommodate construction limits within the property and protection of piped irrigation infrastructure. Final road termination to be determined during final design. Alley access at Road D terminus to be developed as a temporary paved hammerhead turnaround.

Note 3 - Road A shall be extended to city limits

Note 4 - Diagonal Parking shall be located outside of right of way, and not maintained by the City. Any improvements outside of the RoW at locations with diagonal parking shall not be maintained by the City

Note 5 - All roads shall include a crown.

Note 6 - Eight foot (8') parking may be eliminated on local access roads with road construction of two 11' foot lanes and two 4' shoulders of paved surface in addition to curb type and width. The road width must remain regardless of option of using shoulder on both sides in lieu of parking on one side.

Note 7- On ribbon curb streets, minimum width of asphalt with one side parking 30 ft.

Street lighting shall be placed at public street intersections only (including intersections with Titus and Chumstick) constructed to Standard Detail No. R6

Street trees shall be located either outside or within two (2) feet of the exterior right of way line

Snow storage shall not be "piled" (active storage outside of berm) on lands dedicated to the City including, but not limited to public parks and/or public facilities.

Lot Size

Lot Area Minimums		Code	Deviation	
Minimum Lot Area (dettached)	18.22.050(A)	6,000	2,900	
Minimum Lot Area (attached)	18.22.050(B)	2,000	1,800	
Minimum Lot Width	18.22.050(C)	60'	30'	At the Front Building Line
Corner Lot Minimum Width	18.22.050(C)	70'	40'	At the Front Building Line

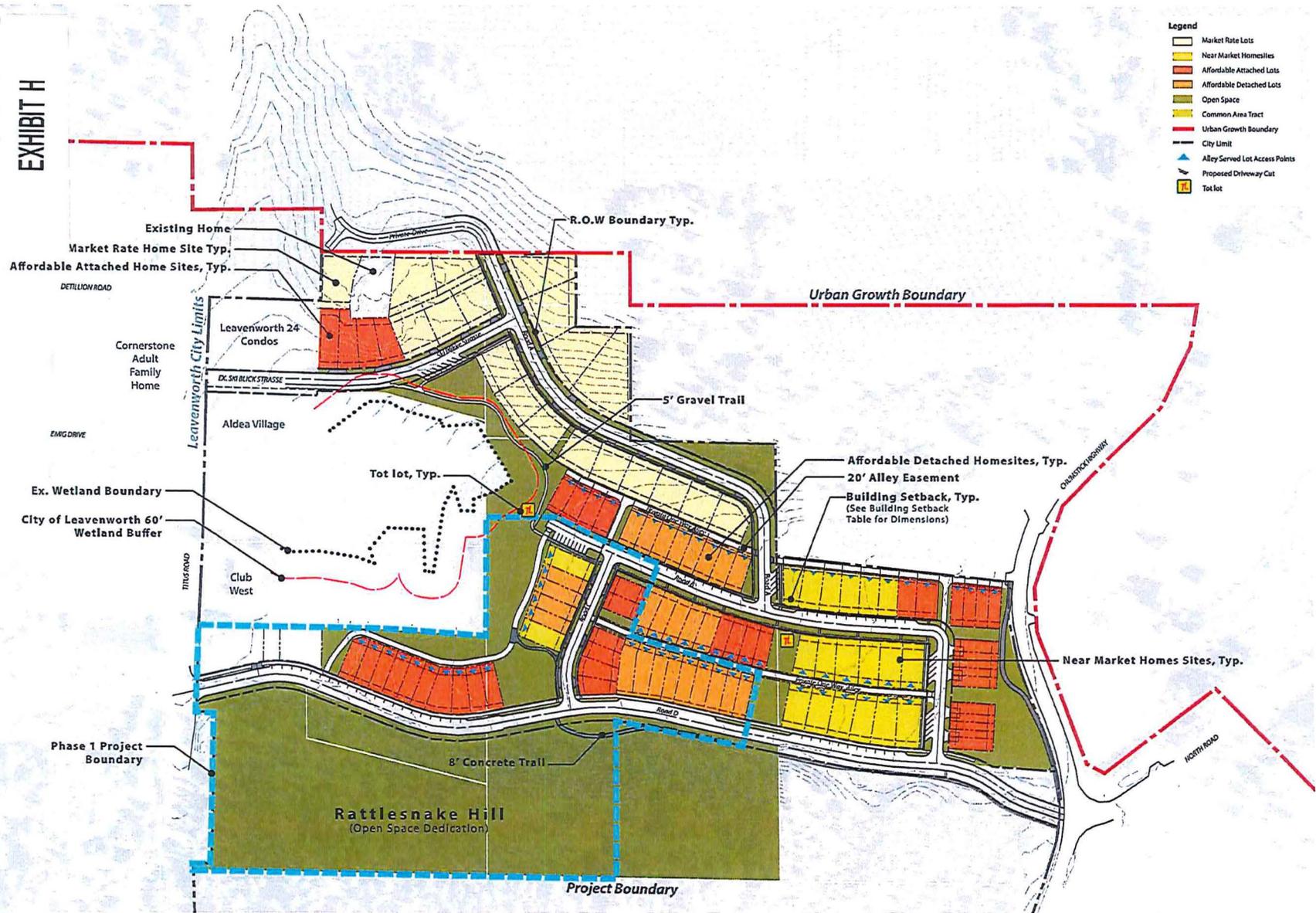
Yard/Building/Lot Requirements

Building Setbacks		Code	Deviation	
Front Yard Setback	18.22.060(A)	25'	12'	22' to any garage elevation
Side Yard Setback	18.22.060(B)	5'	5' or 0'	Zero setback for attached dwelling units. 10' minimum structure separation for detached dwelling units
Allowed Side Yard Setbacks Modified	Eaves	5'	3'	
	Bay Window	5'	3'	
	Chimney	5'	3'	
	AC Units	5'	3'	
	Decks	5'	6'	
	Stoops	5'	4'	
Rear Yard Setback	18.22.060(C)	15'	15'	0' for accessory structures *
Corner Lot Setback	18.22.060(D)			
Street Side Yard		10'	10'	Adjacent to public street (* sight distance is applicable)
Side Yard adjacent to Common Tract		5'	5'	

Building Height		18.22.070	Code	Deviation	
Detached Single Family			35'	35'	
Attached Single Family			35'	35'	
Multi-family			35'	45'	
Lot Coverage		18.22.080	Code	Deviation	
Detached Single Family			40%	50%	
Attached Single Family					Duplexes and Row Houses
End Units			40%	50%	
Middle Units			40%	66%	
Multi-family			40%	55%	Work Force Apartments or Cottages
Off-street Parking		18.22.090	Code	Deviation	
Single Family	14.12.150(A)		1 stall	2	
1,500- SF units	14.12.150(A)		1 stall	2	
1,500+ SF units	14.12.150(A)		2 stalls	2	
Multi-Family					
1,500- SF units	14.12.150(A)		1 stall	2	
1,500+ SF units	14.12.150(A)		2 stalls	2	

* No detached accessory building which require a Building Permit are allowed.

EXHIBIT H



- Legend**
- Market Rate Lots
 - Near Market Homesites
 - Affordable Attached Lots
 - Affordable Detached Lots
 - Open Space
 - Common Area Tract
 - Urban Growth Boundary
 - City Limit
 - Alley Served Lot Access Points
 - Proposed Driveway Cut
 - Tot lot

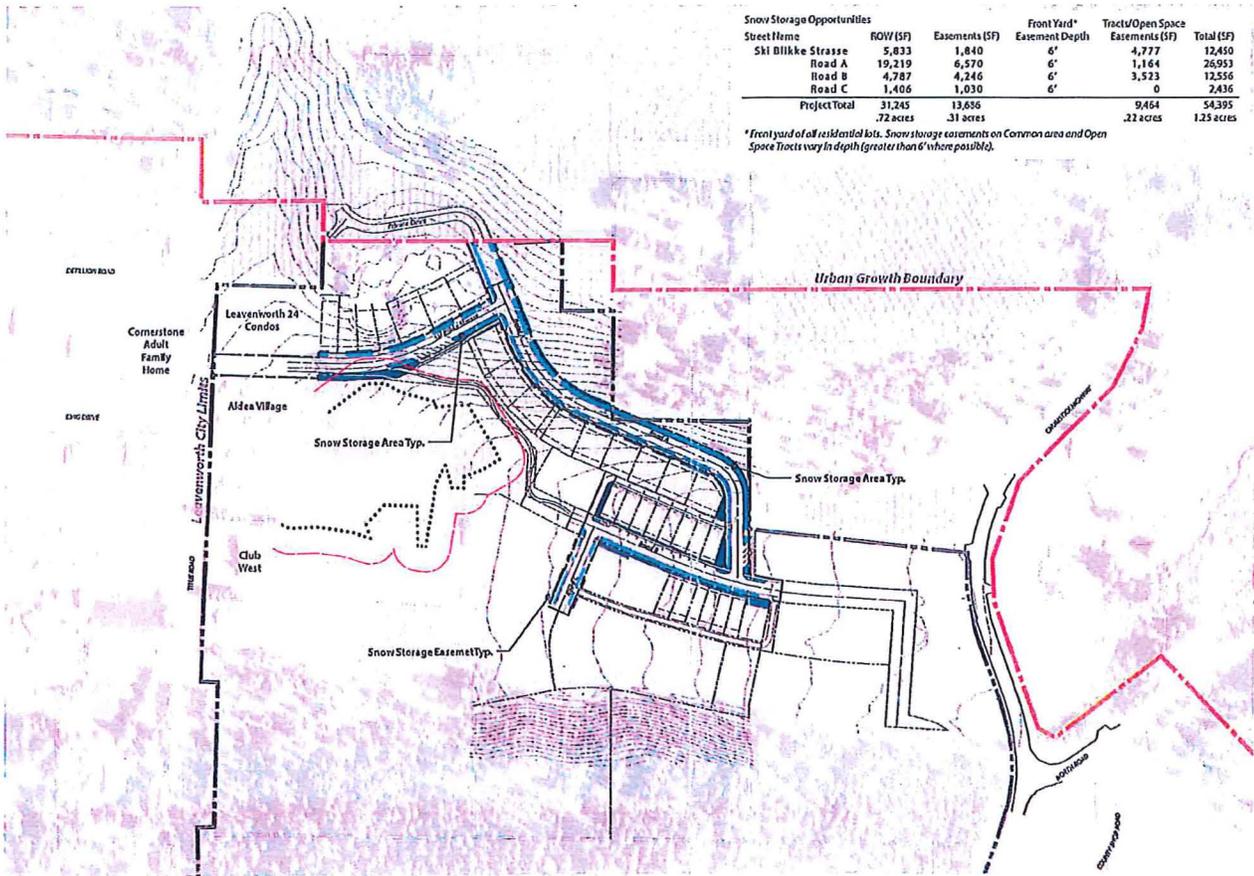


Prepared By: **GROUNDWORK**
JANUARY 2014

MEADOWLARK
Planned Development Master Plan
Upper Valley MEND
With: Titus Road, LLC
John Agnew/Patty Hebert



EXHIBIT I



Street Name	ROW (SF)	Easements (SF)	Front Yard* Easement Depth	Tracts/Open Space Easements (SF)	Total (SF)
Ski Dikke Strasse	5,833	1,840	6'	4,777	12,450
Road A	19,219	6,570	6'	1,164	26,953
Road B	4,787	4,246	6'	3,523	12,556
Road C	1,406	1,030	6'	0	2,436
Project Total	31,245	13,686		9,464	54,395
	.72 acres	.31 acres		.22 acres	1.25 acres

* Front yard of all residential lots. Snow storage easements on Common area and Open Space Tracts vary in depth (greater than 6' where possible).



TAB 2 C:

**Certified Engineers Estimate of Probable
Costs, SCJ Alliance, Feb. 16, 2016**

**Meadowlark Development Letter, Feb.
23, 2016**

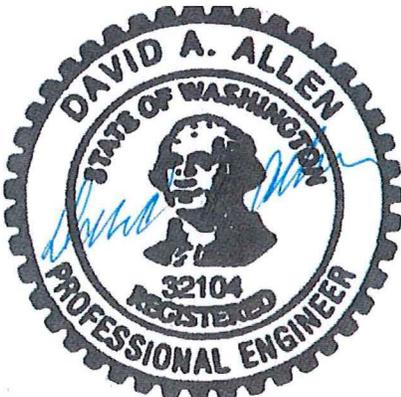
Invitation to Bid



SCJ ALLIANCE
ENGINEERING AND PLANNING SERVICES

**MEADOWLARK PHASE 1
WATER AND SEWER IMPROVEMENTS
ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST**

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	CITY OF LEAVENWORTH CDBG FUNDS		PREY PROPERTY IMPROVEMENTS - DEVELOPER FUNDS	
				TOTAL QTY.	SUBTOTAL	TOTAL QTY.	SUBTOTAL
1	MOBILIZATION	L.S.	\$60,000	0.92	\$55,200	0.08	\$4,800
2	ROADWAY EXCAVATION AND EMBANKMENT	L.S.	\$25,000	1	\$25,000		\$0
3	ROADWAY RESTORATION	S.Y.	\$75		\$0	120	\$9,000
4	SEWER CLEANOUT	EACH	\$500	41	\$20,500	1	\$500
5	TESTING SEWER PIPE	L.F.	\$1	2,430	\$2,430	210	\$210
6	PVC SANITARY SEWER PIPE 6 IN. DIAM.	L.F.	\$30	1,025	\$30,750		\$0
7	PVC SANITARY SEWER PIPE 8 IN. DIAM.	L.F.	\$35	2,462	\$86,170	210	\$7,350
8	BANK RUN GRAVEL FOR TRENCH BACKFILL	C.Y.	\$20.00	2,675	\$53,500	25	\$500
9	HYDRANT ASSEMBLY	EACH	\$4,500	7	\$31,500	1	\$4,500
10	SERVICE CONNECTION 1 IN. DIAM.	EACH	\$2,500	30	\$75,000		\$0
11	DOUBLE SERVICE CONNECTION 1.5 IN. DIAM.	EACH	\$3,000	3	\$9,000		\$0
12	DUCTILE IRON PIPE FOR WATERMAIN 6 IN. DIAM.	L.F.	\$70	237	\$16,590	20	\$1,400
13	DUCTILE IRON PIPE FOR WATERMAIN 8 IN. DIAM.	L.F.	\$75	735	\$55,125	305	\$22,875
14	DUCTILE IRON PIPE FOR WATERMAIN 12 IN. DIAM.	L.F.	\$100	1,697	\$169,700		\$0
15	CONNECTION TO EXISTING WATER MAIN STATION D1+98	L.S.	\$1,000	1	\$1,000		\$0
16	CONNECTION TO EXISTING WATER MAIN STATION TITUS STA 2+40	L.S.	\$1,000		\$0	1	\$1,000
17	CONNECTION TO EXISTING WATER MAIN STATION 18+62	L.S.	\$1,000	1	\$1,000		\$0
18	GATE VALVE 6 IN.	EACH	\$1,200	2	\$2,400		\$0
19	GATE VALVE 8 IN.	EACH	\$1,400	6	\$8,400	1	\$1,400
20	GATE VALVE 12 IN.	EACH	\$2,100	3	\$6,300		\$0
21	COMBINATION AIR VACUUM/AIR RELEASE AND BLOWOFF ASSEMBLY	EACH	\$3,500	1	\$3,500	1	\$3,500
22	PRESSURE REDUCING STATION	L.S.	\$10,000	1	\$10,000		\$0
23	SHORING AND EXTRA EXCAVATION TRENCH	S.F.	\$0.10	1,700	\$170		\$0
24	SHORING OR EXTRA EXCAVATION CLASS B	S.F.	\$0.10	25,800	\$2,580	1,000	\$100
25	MANHOLE 48 IN. DIAM. TYPE 1	EACH	\$3,000	11	\$33,000	1	\$3,000
26	SPCC PLAN	L.S.	\$1,500	1	\$1,500		\$0
27	ROADWAY SURVEYING	L.S.	\$10,000	0.92	\$9,200	0.08	\$800
28	TEMPORARY MAINTENANCE ROAD	L.S.	\$10,000	1	\$10,000		\$0
29	SANITARY SEWER AND WATER SYSTEM, 2-YEAR GUARANTEE	L.S.	\$10,000	0.92	\$9,200	0.08	\$800
30	EROSION CONTROL	L.S.	\$15,000	1	\$15,000		\$0
SUBTOTAL					\$743,715		\$61,735
				Contingencies (15%)	\$111,557		\$9,260
CONSTRUCTION CONTRACT TOTAL					\$855,272		\$70,995
				Sales Tax (8.4%)	\$62,472		\$5,186
				Construction Engineering (10%)	\$85,527		\$7,100
PROJECT TOTAL				Total	\$1,003,272	Total	\$83,281





Upper Valley MEND
PO Box 772
347 Division St.
Leavenworth, WA 98826

Phone: 509.548.0408
Fax: 509.548.7167
Web: www.uvmend.org

February 23, 2016

Mayor Cheryl K. Farivar
City of Leavenworth
700 Hwy. 2
Leavenworth WA 98826

Honorable Mayor Cheryl K. Farivar,

The property owners and applicants of the Meadowlark Planned Development request that the provisions in the Development Agreement Exhibit D, "Financial Pathway" related to financial ability as a condition to bid, be temporarily suspended for purposes of allowing the City to move forward with the bid process Meadowlark Phase I Water and Sewer Project which is scheduled to be funded in part with CDBG monies. Pending the bid process and its results, we recommend that together (City and the Meadowlark Developers) work to review these requirements based on the current status of the project, while still achieving the surety protection needed by the City. This effort should take place over the next month and may culminate in a draft amendment to the development agreement to be approved by City Council and possibly the Hearing Examiner.

Signed By all Property Owners of the Meadowlark Development Project:

Upper Valley MEND

Calliope, LLC

Titus Road, LLC

Charles B. Reppas,
Executive Director

John Agnew,
Member

Rudy Prey,
Member

Patty Hebert,
Member

CC: J. Walinski, City Administrator

INVITATION TO BID

Sealed bids will be received by the City of Leavenworth at Leavenworth City Hall located at 700 Hwy. 2, PO Box 287, Leavenworth, Washington, 98826 until **2:00 PM on April 1, 2016** and there publicly opened and read.

The City of Leavenworth Meadowlark Phase 1 Water and Sewer improvements consist of construction of water and sewer improvements. Improvements include installation of 6, 8 and 12 inch diameter ductile iron water main, hydrants, and water services; 6 and 8 inch diameter PVC sanitary sewer, sewer cleanouts, manholes, surveying, and other work as detailed and in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

Plans, specifications, addenda, bidders list, and plan holders list for this project will be available **March 15, 2016** from Builders Exchange Online Plan Center. Free access is provided to Prime Bidders, Subcontractors, and Vendors by going to: <http://www.bxwa.com>, and clicking on: Posted Projects > Public Works > City of Leavenworth > Projects Bidding. Bidders are encouraged to receive automatic email notifications of future addenda and to be placed on the Bidders List. This online plan center provides Bidders with fully usable online documents, with the ability to download, print, and order full or partial plan sets. Contract documents are also on file for inspection at the City of Leavenworth, City Hall, 700 Highway 2, Leavenworth, WA, and area plan centers.

A bid bond in the amount of 5% of the bid shall accompany all bids. All bids shall be marked "**SEALED BID FOR MEADOWLARK PHASE 1 WATER AND SEWER**", on the outside of the envelope.

Bids must be completed on a lump sum and unit price basis as indicated on the BID PROPOSAL, and the total price shall be used for comparison of bids. The City of Leavenworth reserves the right to reject any or all bids for cause

Time for completion of the work is limited to 50 working days.

Engineers estimated range for this project is \$700,000 to \$900,000.

No bidder may withdraw his proposal after the hours set for the opening thereof, or before award of contract unless said award is delayed for a period exceeding forty-five (45) days.

The City of Leavenworth is an equal opportunity employer. Small, minority and women-owned Businesses are encouraged to submit bids. All work performed on the project shall be subject to Prevailing wage rates. This project is funded in part by a federal grant from the U.S. Department of Housing and Urban Development and the Washington State Community Development Block Grant.

Daily Journal of Commerce: *First Publication:* *Thursday, March 10, 2016*
Second Publication: *Thursday, March 24, 2016*

Chapter 10.08

PARKING REGULATIONS

Sections:

- [10.08.010 Parking restrictions – Designation.](#)
- [10.08.020 Parking prohibited on designated streets – 3:00 a.m. to 7:00 a.m.](#)
- [10.08.030 Time limit zones.](#)
- [10.08.040 Parking payment device and municipal parking revenue.](#)
- [10.08.050 Illegal use – Parking payment devices.](#)
- [10.08.055 Illegal use – Parking permits.](#)
- [10.08.060 Parking on any street prohibited certain hours during certain months.](#)
- [10.08.070 Obstructing traffic or snow removal prohibited.](#)
- [10.08.080 Obstructing alleys prohibited.](#)
- [10.08.090 Parked more than 24 hours prohibited.](#)
- [10.08.100 Long-term parking of recreational vehicles and trailers prohibited in the public right-of-way.](#)
- [10.08.105 Recreational equipment storage restrictions on residential property.](#)
- [10.08.110 No parking for certain purposes.](#)
- [10.08.120 Parking prohibited on certain streets and municipal parking areas at certain times.](#)
- [10.08.130 Electric vehicle charging stations – Generally.](#)
- [10.08.140 On-street electric vehicle charging stations – Generally.](#)
- [10.08.150 Electric vehicle charging parking stall – Prohibitions.](#)

[10.08.160 Sale of vehicles on city parking lots prohibited.](#)

[10.08.170 Parking more than 24 hours in city parking lots prohibited.](#)

[10.08.180 Violation – Civil infraction – Parking infraction.](#)

[10.08.190 Penalty schedule.](#)

[10.08.195 Overtime payment – Incorrect payment.](#)

[10.08.200 Failure to respond – Unlawful.](#)

[10.08.210 Blocking of vehicles/impoundment – Authority – Procedure.](#)

[10.08.220 Definitions.](#)

10.08.010 Parking restrictions – Designation. [SHARE](#)

The city council by resolution may from time to time designate portions of streets of the city, property of the city, and city managed/administered property as prohibited parking areas, restricted parking zones, municipal parking, and/or parking payment device spaces. Such designation shall be shown by signage or other appropriate indicators. The same procedure may be followed in altering or abandoning a designation relating to parking. The city administrator or designee may designate temporary parking restrictions based on public safety and emergency response. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.020 Parking prohibited in travel lane; parking prohibited on designated streets – 3:00 a.m. to 7:00 a.m. in parking spaces [SHARE](#)

It is a violation and civil infraction to park or leave standing any vehicle in the travel lane of any street in the City. It is a violation and a civil infraction to park or leave standing any vehicle in a parking space on a street between the hours of 3:00 a.m. and 7:00 a.m. on any day of the week on streets within any commercially zoned districts. ~~{Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.}~~

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10.08.030 Time limit zones. [SHARE](#)

No person having control over a vehicle may park such vehicle beyond the time limit permitted by official signs. Where a time limit is established by official city signs, no person having control over a vehicle may repark that vehicle on either side of the same street in order to extend the vehicle's parking time beyond the time limits established. For

purposes of this section, a vehicle shall be deemed to be reparked and in violation of this section despite any movement of the vehicle unless the vehicle is moved to a street with a different street name than the street the vehicle was originally parked upon. A violation of this section is a parking infraction. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.040 Parking payment device and municipal parking revenue. SHARE

The fee required to be paid for municipal parking facilities and the payments required to be deposited in parking payment devices as provided by this code are levied and assessed as fees to cover the costs of installations, inspections, supervision, regulation and maintenance involved in the control of traffic and parking upon the streets and municipal property and the duly authorized agents of the city. The city administrator or his/her designee shall, from time to time, collect and deposit the same in a special fund for parking revenue. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1425 § 1, 2012; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.050 Illegal use – Parking payment devices. SHARE

It is a violation and a civil infraction for any person to tamper with or open any parking payment device, deposit or cause to be deposited in any parking payment device any slug, button, or any other device or substance as substitution for legal tender of the United States, or counterfeit or alter any parking pay station receipt. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.055 Illegal use – Parking permits. SHARE

It is a parking infraction to display upon any vehicle a parking permit at a time or place in a manner not consistent with the terms of such permit, and, in addition to any other penalty prescribed by the provisions of this chapter, such unlawful display shall be sufficient cause for revocation of such permit and fees incurred. As applicable, the vehicle owner will be billed the parking fee and overtime billing not to exceed a rate set by city council resolution as amended from time to time. [Ord. 1457 § 1 (Att. A), 2013.]

10.08.060 Parking on any street prohibited certain hours during certain months. SHARE

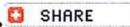
During the period between November 15th and March 14th, it shall be a violation and a civil infraction to park or leave standing any vehicle on any street or within two feet of the paved surface within the city between the hours of 3:00 a.m. and 7:00 a.m. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.070 Obstructing traffic or snow removal prohibited. SHARE

It is a violation and a civil infraction for any vehicle to be stopped, parked or left standing on any street within the city, which vehicle constitutes a menace, danger or obstruction to traffic or interferes with the city equipment in removing snow from the streets and alleys. Such vehicle may be immediately moved and impounded as provided in LMC [10.08.210](#). [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.080 Obstructing alleys prohibited. 

It is a violation and a civil infraction to leave any vehicle unattended in an alley in the city except for bona fide delivery vehicles which may stop for loading and unloading only, which loading and unloading shall be accomplished as quickly as reasonably possible, and which shall take no longer than 15 minutes under any circumstances. Non-delivery vehicles and delivery vehicles not in the process of loading and unloading which are obstructing an alley may be removed and impounded and placed in storage, either public or private, as may be designated by the Chelan County sheriff's and/or city police department and/or as designated by a city approved towing service. All charges for removing, impounding, and storing of such vehicle shall be paid by the registered owner, operator or other person having control of such vehicle before such person may take possession thereof. All such charges shall be a lien against the vehicle. Refuse collection vehicles and utility repair vehicles, while such vehicles are in operation, shall be exempted from the prohibitions of this section. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.090 Parked more than 24 hours prohibited. 

It is a violation and a civil infraction for any vehicle which has been stalled, disabled or unable to move under its own power to remain on any street or alley within the city for more than 24 hours. The Chelan County sheriff and/or city police shall notify the registered owner, operator or other person having control of such vehicle to remove the same within six hours. All charges for removing, impounding, and storing of such vehicle shall be paid by the registered owner, operator or other person having control of such vehicle before such person may take possession thereof. All such charges shall be a lien against the vehicle. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.100 Long-term parking of recreational vehicles and trailers prohibited in the public right-of-way. 

A. Except as provided herein, no recreational vehicle, travel trailer or trailer shall be parked for a continuous period in excess of 12 hours within the boundaries of any city right-of-way. No person shall move and repark a vehicle or trailer in order to avoid a parking time limit.

1. For the purposes of this section, the phrase "within the boundaries of any city right-of-way" is intended to include all of the right-of-way area regardless of whether the area is improved.

2. For the purpose of this section, the word “trailer” shall include boat trailer, house trailer, utility trailer, or any other vehicle or conveyance designed to be connected to and drawn by a motor vehicle.

3. For the purpose of this section, “recreational vehicle” means a vehicle or portable structure built on a chassis and designed to be used for temporary occupancy or travel, recreational or vacation use. Said vehicles may contain plumbing, heating and electrical systems which are operated without connection to outside utilities. Recreational vehicles shall include:

a. Travel Trailer. A vehicular, portable structure built on a chassis and drawn by a motorized vehicle and which is designed to be used as a temporary dwelling for travel, recreational and vacation uses;

b. Camper. A removable structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreational and vacation uses;

c. Motor Home. A portable, temporary dwelling to be used for travel, recreational and vacation use constructed as an integral part of a self-propelled vehicle;

d. Camping Trailer. A folding structure mounted on wheels and designed for travel, recreational and vacation uses.

B. No recreational vehicle or travel trailer may be used for overnight accommodation on a public right-of-way.

C. A violation of this section is a civil infraction. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.105 Recreational equipment storage restrictions on residential property.

A. The storage or retention of immobile major recreational vehicles and/or equipment or part thereof which is located in the front yard of a residence or residential property is declared a violation subject to abatement by removal and disposal.

B. For the purposes of this section, “immobile” means any major recreational vehicle which is not on and attached to an operable current and valid licensed trailer or other operational transportation device. For example, a motorized camper/trailer must be licensed and independently operational, a camper must be in the bed of an operational and licensed pick-up truck, and a boat must be on and attached to an operational and licensed trailer in such a manner that removal can be achieved with normal and customary retrieval. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1456 § 1 (Att. A), 2013.]

10.08.110 No parking for certain purposes.

It is a violation and a civil infraction to park, place, or stand a vehicle upon any roadway, public right-of-way, publicly owned and operated parking facility, or other public property for the principal purpose of:

- A. Displaying such vehicle for sale or for advertising services for vehicles;
- B. Displaying personal property for sale or for advertising services for personal property;
- C. Greasing or repairing such vehicle except repairs necessitated by an emergency;
- D. Displaying advertisement or advertising;
- E. Displaying or selling merchandise from such vehicle.

In addition to other remedies which the city may pursue, a motor vehicle which is in violation of this section may be impounded. All charges for removing, impounding, and storing of such vehicle shall be paid by the registered owner, operator or other person having control of such vehicle before such person may take possession thereof. All such charges shall be a lien against the vehicle. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.120 Parking prohibited on certain streets and municipal parking areas at certain times. SHARE

Except where state law may impose another or stricter penalty, it is a violation and a civil infraction to park or stand a motor vehicle in violation of the following parking prohibitions:

A. Prohibited Parking Areas. On streets or in a designated municipal parking areas where signs, ~~or~~ pavement markings, ramps or curbs prohibit parking or standing. Violations of this subsection include, but are not limited to, parking or standing a motor vehicle where:

1. “No Parking” signs or other markings, such as yellow zone markings, indicate, which shall mean no parking at any time;

2. “Fire Lane” sign or yellow painted curb, which shall mean no parking due to use such as fire lane or delivery lane;

3. the vehicle blocks access to a fire hydrant whether painted or not

43. Bus stop is designated. A bus stop may be designated by yellow curb paint or by a sign. If a bus stop is designated only by a sign, then parking is prohibited within 75 feet of such sign.

54. Unauthorized disabled parking.

6. Any portion of the vehicle is on the curb or the sidewalk

7. Any portion of the vehicle blocks pedestrian access to a cross walk, whether marked or not

8. Any portion of the vehicle blocks pedestrian access to a pedestrian ramp

B. In a no parking area designated per LMC [10.08.010](#), Parking restrictions – Designation.

C. In a portion of a designated municipal parking area or off-street parking area which is not marked as a parking space.

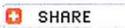
D. In a parking space in a municipal parking area which requires a permit unless a parking permit allowing for such parking is displayed in a conspicuous place able to be seen from outside the vehicle.

Furthermore, a motor vehicle left standing or parked in violation of this section constitutes an immediate safety hazard to the users of the public right-of-way and the general public. Such vehicle may be impounded and removed from the area under the supervision and authority of any sheriff and/or police officer. All charges for removing, impounding, and storing of such vehicle shall be paid by the registered owner, operator or other person having control of such vehicle before such person may take possession thereof. All such charges shall be a lien against the vehicle. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.130 Electric vehicle charging stations – Generally. 

A. Electric vehicle charging stations are reserved for parking and charging electric vehicles only.

B. Electric vehicles may be parked in any space designated for public parking, subject to the restrictions that would apply to any other vehicle that would park in that space. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012; Ord. 1398 § 1 (Exh. A), 2011. Formerly 10.08.059.]

10.08.140 On-street electric vehicle charging stations – Generally. 

A. Purpose. Curbside electric vehicle charging stations are reserved for charging electric vehicles.

B. Size. A standard size parking space may be used as an electric vehicle charging station.

C. Location and Design Criteria.

1. Where provided, parking for electric vehicle charging purposes is required to include the following:

a. Signage. Each charging station space shall be posted with signage indicating the space is only for electric vehicle charging purposes.

b. Maintenance. Charging station equipment shall be maintained in all respects, including the functioning of the charging equipment. A phone number or other contact information shall be provided on the charging station equipment for reporting when the equipment is not functioning or other problems are encountered.

c. Accessibility. Charging station equipment located within a sidewalk shall not interfere with accessibility requirements of WAC [51-50-005](#).

d. Clearance. Charging station equipment mounted on pedestals, light posts, bollards or other devices shall be a minimum of 24 inches clear from the face of curb, and shall not encroach within the traveled way (minimum of five feet sidewalk width).

e. Lighting. Where charging station equipment is installed, adequate site lighting shall exist, unless charging is for daytime purposes only.

f. Charging Station Equipment. Charging station outlets and connector devices shall be no less than 36 inches or no higher than 48 inches from the top of surface where mounted, and shall contain a retraction device and/or a place to hang permanent cords and connectors sufficiently above the ground or paved surface.

g. Charging Station Equipment Protection. When the electric vehicle charging station space is perpendicular or at an angle to curb face and charging equipment, adequate equipment protection such as wheel stops or concrete-filled steel bollards shall be used. Appropriate signage indicating if backing in is allowed or not shall be posted.

2. Parking for electric vehicles should also consider the following:

a. Notification. Information on the charging station identifying voltage and amperage levels and any time of use, fees, or safety information.

b. Signage. Installation of directional signs at appropriate decision points to effectively guide motorists to the charging station space(s).

c. Location. Placement of a single electric vehicle charging station is preferred at the beginning or end stall on a block face.

D. Data Collection. To allow for maintenance and notification, the city will require the owners of any private new electric vehicle infrastructure station that will be publicly available (see definition "electric vehicle charging station – public," LMC [18.08.156](#)) to provide information on the station's geographic location, date of installation, equipment

type and model, and owner contact information. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012; Ord. 1398 § 1 (Exh. A), 2011. Formerly 10.08.053.]

10.08.150 Electric vehicle charging parking stall – Prohibitions. 

Pursuant to this chapter, when a sign authorized provides notice that a space is a designated electric vehicle charging station, no person shall park or stand any non-electric vehicle in a designated electric vehicle charging station space. A violation is a civil infraction and any non-electric vehicle is subject to removal.

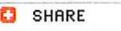
Pursuant to this chapter, it is a violation and a civil infraction for any electric vehicle to be in any designated electric vehicle charging station space and not electrically charging or parked beyond the days and hours designated on regulatory signs posted at or near the space. Such vehicle shall be subject to removal. For purposes of this section, “charging” means an electric vehicle is parked at an electric vehicle charging station and is connected to the charging station equipment.

Signs and marking shall be placed in and around electric vehicle charging station spaces, indicating prominently thereon the parking regulations. The signs shall define time limits and hours of operation, as applicable, shall state that the parking space is reserved for charging electric vehicles and that an electric vehicle may only park in the space for charging purposes. Violators are subject to a fine and/or removal of their vehicle. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012; Ord. 1398 § 1 (Exh. A), 2011. Formerly 10.08.054.]

10.08.160 Sale of vehicles on city parking lots prohibited. 

A. It shall be unlawful to park or place any automobile, truck, recreational vehicle, trailer, boat, motorcycle, or any other type of vehicle or personal property advertising said property for sale on property owned, leased, managed, or maintained by the city, except traveled portions of the right-of-way.

B. In the event the owner of the vehicle or other property has not removed said property from the city parking lot within 24 hours after having received the notice of civil infraction and associated monetary penalty, the city may remove the unlawful vehicle or property and charge the owner of said property all costs of removal and storage. This charge will be in addition to any monetary penalty associated with the civil infraction. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.170 Parking more than 24 hours in city parking lots prohibited. 

It shall be a parking infraction to park or place any automobile, truck, recreational vehicle, trailer, boat, motorcycle, bus or any other type of vehicle or personal property on property owned, leased, managed, or maintained by the city for more than 24 hours

within any consecutive seven-day period. The 24-hour period shall be cumulatively calculated using all properties owned or leased by the city.

A. In order to avoid the parking of commercial buses and vans associated with rafting from parking in the downtown commercial core, the owners of buses and vans associated with river rafting may obtain a permit from the city administrator to park vehicles on city property for up to 90 days between May and August. Vehicle owners must show proof of vehicle insurance prior to being issued a permit.

B. Commercial vehicles may be stored in certain city parking lots during months when weight restrictions on city roads prevent these vehicles from traveling and parking in residential areas.

C. In the event the owner of the vehicle or other property has not removed said property from city parking within 24 hours after having received the notice of civil infraction noting this chapter and associated monetary penalty, the city may remove the unlawful vehicle or property and charge the owner of said property all costs of removal and storage. This charge will be in addition to any monetary penalty associated with the civil infraction.

D. Within designated lots (Lot No. 3 – Festhalle), overnight parking may be allowed with issuance of a city permit.

1. The granting of any overnight parking permit shall not constitute any assurance that parking space is available to the permit holder. Vehicles may be parked only within designated parking lot.

2. Upon completion of the application and payment of the appropriate fee, the city clerk shall issue to the applicant an overnight parking permit. The permit shall be displayed on the inside window visible from the outside of the vehicle for which such permit applies.

3. This section shall have no application to those zones or areas in which the stopping, parking or standing of all vehicles is prohibited, bus zones, bike or fire lanes, disabled zones, or areas where signs prohibit such parking.

4. In no event shall vehicles obstruct or hinder vehicular or pedestrian travel.

5. Upon issuance of the overnight parking permit, the permittee agrees that the city is not responsible for damage of vehicle or theft of personal property.

E. Violations of this section shall be a parking infraction. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.180 Violation – Civil infraction – Parking infraction. 

Except where the violation is a violation of state law and state law provides for another sanction, and except where this chapter specifically states that the violation is something other than a parking infraction, any person who owns, operates, or controls a vehicle which is found to be in violation of any of the provisions of this chapter is guilty of a parking infraction and shall pay a monetary penalty in the amount of a rate set by city council resolution and as amended from time to time. For purposes of enforcement of a parking infraction, the authorized enforcement officer shall cite the person found to be in violation as follows: “Parking Infraction – Illegal Parking – Chapter [10.08](#) L.M.C.” [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.190 Penalty schedule.

The penalty for a “parking infraction” shall be a rate set by city council resolution and as amended from time to time. Such infractions shall not be referred to the district court, but shall be payable to the clerk of the city of Leavenworth. Unpaid parking infractions shall be referred to collection as determined by the city administrator or his/her designee. For other violations of this chapter that are not parking infractions but designated a civil infraction, the penalty for the civil infraction will be as stated within the section establishing the civil infraction. If the section establishing the civil infraction does not set the penalty then the district court shall set the monetary penalty consistent with the Infraction Rules for Courts of Limited Jurisdiction, and if said rules do not establish a monetary penalty, the monetary penalty for the civil infraction shall be the penalty stated within Chapter [10.12](#) LMC. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.195 Overtime payment – Incorrect payment.

Payment for parking is due in accordance with posted rates upon parking. Unpaid or incorrect payment will be billed to the registered owner of the vehicle. A failure to pay the bill for a parking infraction by the date stated will result in the registered vehicle owner being charged an additional fee at a rate set by city council resolution as amended from time to time. Vehicles parked in violation of this chapter may be blocked, booted, or impounded and removed from the area under the supervision and authority of any sheriff and/or police officer, and/or city official. All charges for blocking, booting, removing, impounding, and storing of such vehicle shall be paid by the registered owner, operator or other person having control of such vehicle before such person may take possession thereof. All such charges shall be a lien against the vehicle. [Ord. 1457 § 1 (Att. A), 2013.]

10.08.200 Failure to respond – Unlawful.

It is unlawful for a person who has been issued a parking or civil infraction relating to parking, standing, stopping, or pedestrian infractions, defined by city ordinance, to fail to respond in the manner directed on the notice of infraction. Unless otherwise specified by state law or city ordinance, the penalty for such failure to respond shall be separate infraction subject to a penalty of \$25.00. This penalty is in addition to penalties imposed

for the underlying infraction. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.210 Blocking of vehicles/impoundment – Authority – Procedure.

In addition to the other penalties provided herein, the Chelan County sheriff and/or police department or other designated city staff with appropriate commission are authorized and empowered to block, boot, remove and impound any such vehicle which is found to be in violation of any of the provisions of this chapter, either by governmental or private equipment. If impounded, any such vehicle shall be placed in storage, either public or private, as may be designated by the Chelan County sheriff and/or police department and/or as designated by a city approved towing service. All charges for blocking, booting, removing, impounding and storing of such vehicle shall be paid by the registered owner, operator or other person having control of the vehicle before the person may take possession thereof. All such charges shall be a lien against the vehicle. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.220 Definitions.

“Municipal/city parking” is parking or standing of motor vehicles on property owned, leased or operated by the city.

“Paid parking” is parking or standing of motor vehicles on property requiring the depositing of currency in a coin-box or compliance with pavement designations for the privilege to park at that location and is subject to restrictions as enacted by the city.

“Parking pay station” means any electronic device placed or erected adjacent to a parking space which, after deposit of money or use of a credit or other payment card, dispenses a proof of payment receipt to be displayed on the vehicle.

“Parking payment device” means any device used to aid in management and control of the parking of vehicles on city streets or other rights-of-way, including pay stations.

“Parking space” means an area duly designated for the parking of a single vehicle by appropriate signage or markings on the pavement and/or the curb. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

[Home](#) [<](#) [>](#)

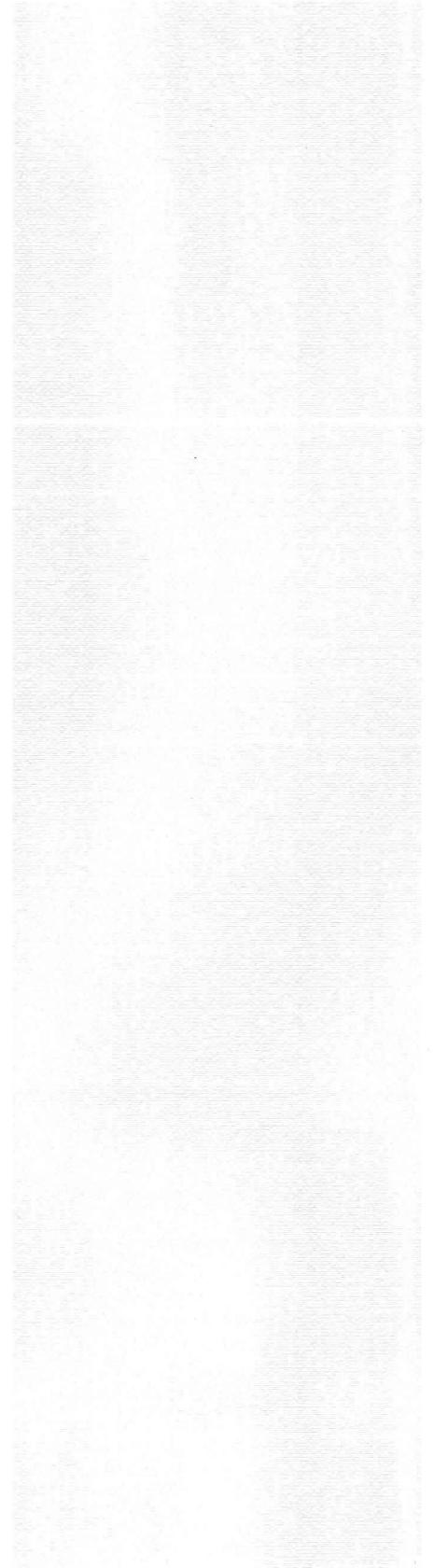
The Leavenworth Municipal Code is current through Ordinance 1516, passed January 12, 2016.

~~Disclaimer: The City Clerk's Office has the official version of the Leavenworth Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.~~

City Website: <http://www.cityofleavenworth.com/>
City Telephone: (509) 548-5275

Code Publishing Company

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**ORDINANCE NO. 1522
CITY OF LEAVENWORTH, WASHINGTON**

**AN ORDINANCE OF THE CITY OF LEAVENWORTH, WASHINGTON
ADOPTING AMENDMENTS TO THE LEAVENWORTH MUNICIPAL
CODE CHAPTER 10.08 PARKING REGULATIONS.**

WHEREAS, the Leavenworth City Council desires to amend the Leavenworth Municipal Code to update LMC Chapter 10.08 Parking Regulations; and

WHEREAS, the Leavenworth City Council Public Safety Committee with recommendation by the Chelan County Sheriff Liaison Officer, recommends amendment to the LMC to include additional authority to enforce other parking violations within the City by the Mayor's designee for parking related infractions; and

WHEREAS, the Leavenworth City Administrator and City Attorney has reviewed and recommends amendment to section 10.08.020 Parking prohibited on designated streets – 3:00 a.m. to 7:00 a.m. and section 10.08.120 Parking prohibited on certain streets and municipal parking areas at certain times.

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

Section 1. Leavenworth Municipal Code Chapter 10.08 Parking Regulations is hereby amended to read as set out in Attachment A.

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, Washington and approved by the Mayor at an open public meeting on the 8th day of March, 2016.

CITY OF LEAVENWORTH

By: _____
Cheryl K. Farivar, Mayor

Attest:

Chantell Steiner
City Clerk/Finance Director

Approved as to form:

Thom H. Graafstra, City Attorney

Chapter 10.08

PARKING REGULATIONS

Sections:

- 10.08.010 Parking restrictions – Designation.
- 10.08.020 Parking prohibited on designated streets – 3:00 a.m. to 7:00 a.m.
- 10.08.030 Time limit zones.
- 10.08.040 Parking payment device and municipal parking revenue.
- 10.08.050 Illegal use – Parking payment devices.
- 10.08.055 Illegal use – Parking permits.
- 10.08.060 Parking on any street prohibited certain hours during certain months.
- 10.08.070 Obstructing traffic or snow removal prohibited.
- 10.08.080 Obstructing alleys prohibited.
- 10.08.090 Parked more than 24 hours prohibited.
- 10.08.100 Long-term parking of recreational vehicles and trailers prohibited in the public right-of-way.
- 10.08.105 Recreational equipment storage restrictions on residential property.
- 10.08.110 No parking for certain purposes.
- 10.08.120 Parking prohibited on certain streets and municipal parking areas at certain times.
- 10.08.130 Electric vehicle charging stations – Generally.
- 10.08.140 On-street electric vehicle charging stations – Generally.
- 10.08.150 Electric vehicle charging parking stall – Prohibitions.
- 10.08.160 Sale of vehicles on city parking lots prohibited.
- 10.08.170 Parking more than 24 hours in city parking lots prohibited.
- 10.08.180 Violation – Civil infraction – Parking infraction.
- 10.08.190 Penalty schedule.
- 10.08.195 Overtime payment – Incorrect payment.
- 10.08.200 Failure to respond – Unlawful.
- 10.08.210 Blocking of vehicles/impoundment – Authority – Procedure.
- 10.08.220 Definitions.

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10.08.030 Time limit zones.

No person having control over a vehicle may park such vehicle beyond the time limit permitted by official signs. Where a time limit is established by official city signs, no person having control over a vehicle may repark that vehicle on either side of the same street in order to extend the vehicle's parking time beyond the time limits established. For purposes of this section, a vehicle shall be deemed to be reparked and in violation of this section despite any movement of the vehicle unless the vehicle is moved to a street with a different street name than the street the vehicle was originally parked upon. A violation of this section is a parking infraction. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

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The fee required to be paid for municipal parking facilities and the payments required to be deposited in parking payment devices as provided by this code are levied and assessed as fees to cover the costs of installations, inspections, supervision, regulation and maintenance involved in the control of traffic and parking upon the streets and municipal property and the duly authorized agents of the city. The city administrator or his/her designee shall, from time to time, collect and deposit the same in a special fund for parking revenue. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1425 § 1, 2012; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.050 Illegal use – Parking payment devices.

It is a violation and a civil infraction for any person to tamper with or open any parking payment device, deposit or cause to be deposited in any parking payment device any slug, button, or any other device or substance as substitution for legal tender of the United States, or counterfeit or alter any parking pay station receipt. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.055 Illegal use – Parking permits.

It is a parking infraction to display upon any vehicle a parking permit at a time or place in a manner not consistent with the terms of such permit, and, in addition to any other penalty prescribed by the provisions of this chapter, such unlawful display shall be sufficient cause for revocation of such permit and fees incurred. As applicable, the vehicle owner will be billed the parking fee and overtime billing not to exceed a rate set by city council resolution as amended from time to time. [Ord. 1457 § 1 (Att. A), 2013.]

10.08.060 Parking on any street prohibited certain hours during certain months.

During the period between November 15th and March 14th, it shall be a violation and a civil infraction to park or leave standing any vehicle on any street or within two feet of the paved surface within the city between the hours of 3:00 a.m. and 7:00 a.m. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.070 Obstructing traffic or snow removal prohibited.

It is a violation and a civil infraction for any vehicle to be stopped, parked or left standing on any street within the city, which vehicle constitutes a menace, danger or

obstruction to traffic or interferes with the city equipment in removing snow from the streets and alleys. Such vehicle may be immediately moved and impounded as provided in LMC 10.08.210. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.080 Obstructing alleys prohibited.

It is a violation and a civil infraction to leave any vehicle unattended in an alley in the city except for bona fide delivery vehicles which may stop for loading and unloading only, which loading and unloading shall be accomplished as quickly as reasonably possible, and which shall take no longer than 15 minutes under any circumstances. Non-delivery vehicles and delivery vehicles not in the process of loading and unloading which are obstructing an alley may be removed and impounded and placed in storage, either public or private, as may be designated by the Chelan County sheriff's and/or city police department and/or as designated by a city approved towing service. All charges for removing, impounding, and storing of such vehicle shall be paid by the registered owner, operator or other person having control of such vehicle before such person may take possession thereof. All such charges shall be a lien against the vehicle. Refuse collection vehicles and utility repair vehicles, while such vehicles are in operation, shall be exempted from the prohibitions of this section. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.090 Parked more than 24 hours prohibited.

It is a violation and a civil infraction for any vehicle which has been stalled, disabled or unable to move under its own power to remain on any street or alley within the city for more than 24 hours. The Chelan County sheriff and/or city police shall notify the registered owner, operator or other person having control of such vehicle to remove the same within six hours. All charges for removing, impounding, and storing of such vehicle shall be paid by the registered owner, operator or other person having control of such vehicle before such person may take possession thereof. All such charges shall be a lien against the vehicle. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.100 Long-term parking of recreational vehicles and trailers prohibited in the public right-of-way.

A. Except as provided herein, no recreational vehicle, travel trailer or trailer shall be parked for a continuous period in excess of 12 hours within the boundaries of any city right-of-way. No person shall move and repark a vehicle or trailer in order to avoid a parking time limit.

1. For the purposes of this section, the phrase "within the boundaries of any city right-of-way" is intended to include all of the right-of-way area regardless of whether the area is improved.

2. For the purpose of this section, the word "trailer" shall include boat trailer, house trailer, utility trailer, or any other vehicle or conveyance designed to be connected to and drawn by a motor vehicle.

3. For the purpose of this section, "recreational vehicle" means a vehicle or portable structure built on a chassis and designed to be used for temporary occupancy or travel, recreational or vacation use. Said vehicles may contain plumbing, heating and electrical systems which are operated without connection to outside utilities.

Recreational vehicles shall include:

a. Travel Trailer. A vehicular, portable structure built on a chassis and drawn by a motorized vehicle and which is designed to be used as a temporary dwelling for travel, recreational and vacation uses;

b. Camper. A removable structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreational and vacation uses;

c. Motor Home. A portable, temporary dwelling to be used for travel, recreational and vacation use constructed as an integral part of a self-propelled vehicle;

d. Camping Trailer. A folding structure mounted on wheels and designed for travel, recreational and vacation uses.

B. No recreational vehicle or travel trailer may be used for overnight accommodation on a public right-of-way.

C. A violation of this section is a civil infraction. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.105 Recreational equipment storage restrictions on residential property.

A. The storage or retention of immobile major recreational vehicles and/or equipment or part thereof which is located in the front yard of a residence or residential property is declared a violation subject to abatement by removal and disposal.

B. For the purposes of this section, "immobile" means any major recreational vehicle which is not on and attached to an operable current and valid licensed trailer or other operational transportation device. For example, a motorized camper/trailer must be licensed and independently operational, a camper must be in the bed of an operational and licensed pick-up truck, and a boat must be on and attached to an operational and licensed trailer in such a manner that removal can be achieved with normal and customary retrieval. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1456 § 1 (Att. A), 2013.]

10.08.110 No parking for certain purposes.

It is a violation and a civil infraction to park, place, or stand a vehicle upon any roadway, public right-of-way, publicly owned and operated parking facility, or other public property for the principal purpose of:

A. Displaying such vehicle for sale or for advertising services for vehicles;

B. Displaying personal property for sale or for advertising services for personal property;

C. Greasing or repairing such vehicle except repairs necessitated by an emergency;

D. Displaying advertisement or advertising;

E. Displaying or selling merchandise from such vehicle.

In addition to other remedies which the city may pursue, a motor vehicle which is in violation of this section may be impounded. All charges for removing, impounding, and storing of such vehicle shall be paid by the registered owner, operator or other person having control of such vehicle before such person may take possession thereof. All such charges shall be a lien against the vehicle. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.120 Parking prohibited on certain streets and municipal parking areas at certain times.

Except where state law may impose another or stricter penalty, it is a violation and a civil infraction to park or stand a motor vehicle in violation of the following parking prohibitions:

A. Prohibited Parking Areas. On streets or in a designated municipal parking areas where signs, pavement markings, ramps or curbs prohibit parking or standing.

Violations of this subsection include, but are not limited to, parking or standing a motor vehicle where:

1. "No Parking" signs or other markings, such as yellow zone markings, indicate no parking at any time;
2. "Fire Lane" sign or yellow painted curb, which shall mean no parking due to use such as fire lane or delivery lane;
3. the vehicle blocks access to a fire hydrant whether painted or not
4. Bus stop is designated. A bus stop may be designated by yellow curb paint or by a sign. If a bus stop is designated only by a sign, then parking is prohibited within 75 feet of such sign.
5. Unauthorized disabled parking.
6. Any portion of the vehicle is on the curb or the sidewalk
7. Any portion of the vehicle blocks pedestrian access to a cross walk, whether marked or not
8. Any portion of the vehicle blocks pedestrian access to a pedestrian ramp

B. In a no parking area designated per LMC 10.08.010, Parking restrictions – Designation.

C. In a portion of a designated municipal parking area or off-street parking area which is not marked as a parking space.

D. In a parking space in a municipal parking area which requires a permit unless a parking permit allowing for such parking is displayed in a conspicuous place able to be seen from outside the vehicle.

Furthermore, a motor vehicle left standing or parked in violation of this section constitutes an immediate safety hazard to the users of the public right-of-way and the general public. Such vehicle may be impounded and removed from the area under the supervision and authority of any sheriff and/or police officer. All charges for removing, impounding, and storing of such vehicle shall be paid by the registered owner, operator or other person having control of such vehicle before such person may take possession thereof. All such charges shall be a lien against the vehicle. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.130 Electric vehicle charging stations – Generally.

A. Electric vehicle charging stations are reserved for parking and charging electric vehicles only.

B. Electric vehicles may be parked in any space designated for public parking, subject to the restrictions that would apply to any other vehicle that would park in that space. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012; Ord. 1398 § 1 (Exh. A), 2011. Formerly 10.08.059.]

10.08.140 On-street electric vehicle charging stations – Generally.

A. Purpose. Curbside electric vehicle charging stations are reserved for charging electric vehicles.

B. Size. A standard size parking space may be used as an electric vehicle charging station.

C. Location and Design Criteria.

1. Where provided, parking for electric vehicle charging purposes is required to include the following:

a. Signage. Each charging station space shall be posted with signage indicating the space is only for electric vehicle charging purposes.

b. Maintenance. Charging station equipment shall be maintained in all respects, including the functioning of the charging equipment. A phone number or other contact information shall be provided on the charging station equipment for reporting when the equipment is not functioning or other problems are encountered.

c. Accessibility. Charging station equipment located within a sidewalk shall not interfere with accessibility requirements of WAC 51-50-005.

d. Clearance. Charging station equipment mounted on pedestals, light posts, bollards or other devices shall be a minimum of 24 inches clear from the face of curb, and shall not encroach within the traveled way (minimum of five feet sidewalk width).

e. Lighting. Where charging station equipment is installed, adequate site lighting shall exist, unless charging is for daytime purposes only.

f. Charging Station Equipment. Charging station outlets and connector devices shall be no less than 36 inches or no higher than 48 inches from the top of surface where mounted, and shall contain a retraction device and/or a place to hang permanent cords and connectors sufficiently above the ground or paved surface.

g. Charging Station Equipment Protection. When the electric vehicle charging station space is perpendicular or at an angle to curb face and charging equipment, adequate equipment protection such as wheel stops or concrete-filled steel bollards shall be used. Appropriate signage indicating if backing in is allowed or not shall be posted.

2. Parking for electric vehicles should also consider the following:

a. Notification. Information on the charging station identifying voltage and amperage levels and any time of use, fees, or safety information.

b. Signage. Installation of directional signs at appropriate decision points to effectively guide motorists to the charging station space(s).

c. Location. Placement of a single electric vehicle charging station is preferred at the beginning or end stall on a block face.

D. Data Collection. To allow for maintenance and notification, the city will require the owners of any private new electric vehicle infrastructure station that will be publicly available (see definition "electric vehicle charging station – public," LMC 18.08.156) to provide information on the station's geographic location, date of installation, equipment type and model, and owner contact information. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012; Ord. 1398 § 1 (Exh. A), 2011. Formerly 10.08.053.]

10.08.150 Electric vehicle charging parking stall – Prohibitions.

Pursuant to this chapter, when a sign authorized provides notice that a space is a designated electric vehicle charging station, no person shall park or stand any non-electric vehicle in a designated electric vehicle charging station space. A violation is a civil infraction and any non-electric vehicle is subject to removal.

Pursuant to this chapter, it is a violation and a civil infraction for any electric vehicle to be in any designated electric vehicle charging station space and not electrically charging or parked beyond the days and hours designated on regulatory signs posted at or near the space. Such vehicle shall be subject to removal. For purposes of this section, "charging" means an electric vehicle is parked at an electric vehicle charging station and is connected to the charging station equipment.

Signs and marking shall be placed in and around electric vehicle charging station spaces, indicating prominently thereon the parking regulations. The signs shall define

time limits and hours of operation, as applicable, shall state that the parking space is reserved for charging electric vehicles and that an electric vehicle may only park in the space for charging purposes. Violators are subject to a fine and/or removal of their vehicle. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012; Ord. 1398 § 1 (Exh. A), 2011. Formerly 10.08.054.]

10.08.160 Sale of vehicles on city parking lots prohibited.

A. It shall be unlawful to park or place any automobile, truck, recreational vehicle, trailer, boat, motorcycle, or any other type of vehicle or personal property advertising said property for sale on property owned, leased, managed, or maintained by the city, except traveled portions of the right-of-way.

B. In the event the owner of the vehicle or other property has not removed said property from the city parking lot within 24 hours after having received the notice of civil infraction and associated monetary penalty, the city may remove the unlawful vehicle or property and charge the owner of said property all costs of removal and storage. This charge will be in addition to any monetary penalty associated with the civil infraction. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.170 Parking more than 24 hours in city parking lots prohibited.

It shall be a parking infraction to park or place any automobile, truck, recreational vehicle, trailer, boat, motorcycle, bus or any other type of vehicle or personal property on property owned, leased, managed, or maintained by the city for more than 24 hours within any consecutive seven-day period. The 24-hour period shall be cumulatively calculated using all properties owned or leased by the city.

A. In order to avoid the parking of commercial buses and vans associated with rafting from parking in the downtown commercial core, the owners of buses and vans associated with river rafting may obtain a permit from the city administrator to park vehicles on city property for up to 90 days between May and August. Vehicle owners must show proof of vehicle insurance prior to being issued a permit.

B. Commercial vehicles may be stored in certain city parking lots during months when weight restrictions on city roads prevent these vehicles from traveling and parking in residential areas.

C. In the event the owner of the vehicle or other property has not removed said property from city parking within 24 hours after having received the notice of civil infraction noting this chapter and associated monetary penalty, the city may remove the unlawful vehicle or property and charge the owner of said property all costs of removal and storage. This charge will be in addition to any monetary penalty associated with the civil infraction.

D. Within designated lots (Lot No. 3 – Festhalle), overnight parking may be allowed with issuance of a city permit.

1. The granting of any overnight parking permit shall not constitute any assurance that parking space is available to the permit holder. Vehicles may be parked only within designated parking lot.

2. Upon completion of the application and payment of the appropriate fee, the city clerk shall issue to the applicant an overnight parking permit. The permit shall be displayed on the inside window visible from the outside of the vehicle for which such permit applies.

3. This section shall have no application to those zones or areas in which the stopping, parking or standing of all vehicles is prohibited, bus zones, bike or fire lanes, disabled zones, or areas where signs prohibit such parking.

4. In no event shall vehicles obstruct or hinder vehicular or pedestrian travel.

5. Upon issuance of the overnight parking permit, the permittee agrees that the city is not responsible for damage of vehicle or theft of personal property.

E. Violations of this section shall be a parking infraction. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.180 Violation – Civil infraction – Parking infraction.

Except where the violation is a violation of state law and state law provides for another sanction, and except where this chapter specifically states that the violation is something other than a parking infraction, any person who owns, operates, or controls a vehicle which is found to be in violation of any of the provisions of this chapter is guilty of a parking infraction and shall pay a monetary penalty in the amount of a rate set by city council resolution and as amended from time to time. For purposes of enforcement of a parking infraction, the authorized enforcement officer shall cite the person found to be in violation as follows: "Parking Infraction – Illegal Parking – Chapter 10.08 L.M.C." [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.190 Penalty schedule.

The penalty for a "parking infraction" shall be a rate set by city council resolution and as amended from time to time. Such infractions shall not be referred to the district court, but shall be payable to the clerk of the city of Leavenworth. Unpaid parking infractions shall be referred to collection as determined by the city administrator or his/her designee. For other violations of this chapter that are not parking infractions but designated a civil infraction, the penalty for the civil infraction will be as stated within the section establishing the civil infraction. If the section establishing the civil infraction does not set the penalty then the district court shall set the monetary penalty consistent with the Infraction Rules for Courts of Limited Jurisdiction, and if said rules do not establish a monetary penalty, the monetary penalty for the civil infraction shall be the penalty stated within Chapter 10.12 LMC. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.195 Overtime payment – Incorrect payment.

Payment for parking is due in accordance with posted rates upon parking. Unpaid or incorrect payment will be billed to the registered owner of the vehicle. A failure to pay the bill for a parking infraction by the date stated will result in the registered vehicle owner being charged an additional fee at a rate set by city council resolution as amended from time to time. Vehicles parked in violation of this chapter may be blocked, booted, or impounded and removed from the area under the supervision and authority of any sheriff and/or police officer, and/or city official. All charges for blocking, booting, removing, impounding, and storing of such vehicle shall be paid by the registered owner, operator or other person having control of such vehicle before such person may take possession thereof. All such charges shall be a lien against the vehicle. [Ord. 1457 § 1 (Att. A), 2013.]

10.08.200 Failure to respond – Unlawful.

It is unlawful for a person who has been issued a parking or civil infraction relating to parking, standing, stopping, or pedestrian infractions, defined by city ordinance, to fail to respond in the manner directed on the notice of infraction. Unless otherwise specified by state law or city ordinance, the penalty for such failure to respond shall be separate

infraction subject to a penalty of \$25.00. This penalty is in addition to penalties imposed for the underlying infraction. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.210 Blocking of vehicles/impoundment – Authority – Procedure.

In addition to the other penalties provided herein, the Chelan County sheriff and/or police department or other designated city staff with appropriate commission are authorized and empowered to block, boot, remove and impound any such vehicle which is found to be in violation of any of the provisions of this chapter, either by governmental or private equipment. If impounded, any such vehicle shall be placed in storage, either public or private, as may be designated by the Chelan County sheriff and/or police department and/or as designated by a city approved towing service. All charges for blocking, booting, removing, impounding and storing of such vehicle shall be paid by the registered owner, operator or other person having control of the vehicle before the person may take possession thereof. All such charges shall be a lien against the vehicle. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

10.08.220 Definitions.

“Municipal/city parking” is parking or standing of motor vehicles on property owned, leased or operated by the city.

“Paid parking” is parking or standing of motor vehicles on property requiring the depositing of currency in a coin-box or compliance with pavement designations for the privilege to park at that location and is subject to restrictions as enacted by the city.

“Parking pay station” means any electronic device placed or erected adjacent to a parking space which, after deposit of money or use of a credit or other payment card, dispenses a proof of payment receipt to be displayed on the vehicle.

“Parking payment device” means any device used to aid in management and control of the parking of vehicles on city streets or other rights-of-way, including pay stations.

“Parking space” means an area duly designated for the parking of a single vehicle by appropriate signage or markings on the pavement and/or the curb. [Ord. 1457 § 1 (Att. A), 2013; Ord. 1408 § 1 (Exh. A), 2012.]

RESOLUTION NO. 04-2016

A RESOLUTION OF THE CITY OF LEAVENWORTH, WASHINGTON, CITY COUNCIL TO PROVIDE LIMITED ENFORCEMENT AUTHORIZATION FOR THE MAYOR OR MAYOR DESIGNEE TO ENFORCE PARKING REGULATIONS.

WHEREAS, City of Leavenworth finds that good parking management supports economic vitality and neighborhood livability; and

WHEREAS, The City of Leavenworth recognizes the importance of the monitoring and enforcement of parking regulations promotes pedestrian safety, emergency vehicle access, vehicle safety and reduces congestions; and

WHEREAS, the City of Leavenworth strives to promote a pedestrian friendly atmosphere in the both the residential neighborhoods and downtown commercial areas.

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

Section 1. The City Council authorizes the City Administrator to show, by signage, painted markings or other appropriate indicators, the designated portions of streets of the city and property of the city as prohibited parking areas.

Section 2. The exception to Section 1 above is no signage or painted markings are necessary for the enforcement of vehicles blocking sidewalks, pedestrian curb access points, or vehicles on sidewalks or pedestrian access points.

Section 3. This resolution and any amendment thereto shall be published in summary form in the official newspaper of the City of Leavenworth.

Section 4. The Mayor's designee or Chelan County Sheriff's Office are authorized to issue tickets or to bill for cars in violation of the parking requirements identified in the Leavenworth Municipal Code Chapter 10.08 as a parking infraction.

Passed by the City Council of the City of Leavenworth and approved by the Mayor in an open public meeting on the ____ day of March 2016.

APPROVED:

Cheryl K. Farivar, Mayor

ATTEST:

Chantell R. Steiner, Finance Director/City Clerk



SPECIAL USE PERMIT AGREEMENT

City of Leavenworth

This Special Use Permit Agreement, made and entered into on the ____ day of _____, 2016, by and between the CITY OF LEAVENWORTH, a municipal corporation (hereinafter "City"), and Village Art in the Park (hereinafter "Permittee" or "Lessee"), the address of whom is P.O. Box 261, Leavenworth, WA 98826.

WITNESSETH: The City hereby grants a permit to the Permittee for temporary use of the City right-of-way and/or property described in the attached **Exhibit "A"** and incorporated herein by this reference.

TERMS OF USE PERMIT AND USER FEE

The term of this use permit agreement shall commence on **April 29, 2016** and end on the **October 16, 2016**. The term for which objects may be placed within the property as described in attached **Exhibit "A"** is 86 days as follows:

April – 29 and 30, 2016.

May – 1, 6, 7, 8, 13, 14, 15, 20, 21, 22, 27, 28, 27, and 30, 2016.

June – 3, 4, 5, 10, 11, 12, 17, 18, 19, 20, 24, 25, and 26, 2016.

July – 1, 2, 3, 4, 7, 8, 9, 10, 14, 15, 16, 17, 21, 22, 23, 24, 28, 29, 30, and 31, 2016.

August – 4, 5, 6, 7, 11, 12, 13, 14, 18, 19, 20, 21, 25, 26, 27, and 28, 2016.

September – 2, 3, 4, 5, 9, 10, 11, 16, 17, 18, 23, 24, 25, and 30, 2016.

October – 1, 2, 7, 8, 9, 14, 15, and 16, 2016.

This renewal is subject to a performance review by the City to determine compliance with this agreement and its conditions. As a user fee for the use of said right-of-way/property during said period, the Permittee agrees to pay the City the amount set forth in the attached **Exhibit "B"** and incorporated herein by this reference.

USE OF THE PROPERTY

Permittee agrees that the property subject to this use permit agreement shall be used solely and exclusively for those purposes set forth on the attached **Exhibit "C"** and incorporated herein by this reference and is allowed only on the conditions set forth therein, and shall be terminated for noncompliance.

CARE OF PROPERTY

Permittee shall, at Permittee's sole expense, maintain the property and any improvements placed thereon by Permittee, in a good and sanitary condition and a good state of repair and in accordance with all applicable Federal, State, and local laws, rules, and regulations. At the termination of this permit agreement, or at periods otherwise provided herein, Permittee, at Permittee's sole expense, shall remove all improvements placed on the property by Permittee, unless accepted by the City.

INDEMNITY

Permittee shall defend, indemnify and hold harmless the City against and from any and all claims, loss, liability, or damages, including attorney fees, arising from Permittee's use of the property or the conduct of Permittee's business thereon or from any activity, work, work done, permitted or suffered by the Permittee on or about the property, and shall further indemnify and hold harmless the City against and from any and all claims arising from any breach or default in the performance of any obligation on Permittee's part to be performed under the terms of this agreement.

PERMITTEE'S INSURANCE

The Permittee shall procure and maintain for the duration of the Permit, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on the Permittee's behalf with the issuance of this Permit.

No Limitation. Permittee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Permittee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Permittee shall obtain insurance of the type described below:

1. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Permittee's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing equivalent coverage.

B. Minimum Amounts of Insurance

Permittee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operation aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

1. The Permittee's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Permittee's insurance and shall not contribute with it.
2. The Permittee's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

E. Verification of Coverage

Permittee shall furnish the City with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the Permittee before issuance of the Permit.

F. Contractors

Permittee shall ensure that each contractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Permittee. If helicopters are used in the scope of the Permittee’s project, the Permittee shall ensure that the helicopter contractor selected by the Permittee obtain Aviation Liability insurance covering third party bodily injury and property damage legal liability in a combined single limit of no less than \$10,000,000.

NO ASSIGNMENT

Permittee shall not assign the within permit or this agreement without the written consent of the City.

LEASEHOLD EXCISE TAX

In addition to the use permit fee, which Permittee is required to pay hereunder, if the rent for this property exceeds that amount established in RCW 82.29 A, Permittee shall timely pay any and all leasehold excise tax imposed by RCW 82.29 A, and any other applicable section of the Revised Code of Washington.

TERMINATION OF PERMIT

Either the City or Permittee may terminate this Special Use Permit Agreement by giving written notice of intent to terminate to the other party. Such termination shall be effective five days after notification.

NOTICES

Any notice given hereunder by one party to the other shall be mailed, First Class Mail, return receipt requested addressed as follows:

To Lessor: City Administrator
City of Leavenworth
P.O. Box 287/700 Highway 2
Leavenworth, WA 98826

To Lessee: Village Art in the Park
Post Office Box 261
Leavenworth, WA 98826

DEFAULTS AND REMEDIES

All permit fees shall be payable to the City by the Permittee in advance. In the event the City is required to bring any action to enforce any covenant contained in this agreement, the prevailing party in any such action shall be entitled to reasonable attorney fees approved by the court. Venue shall be in Chelan County, Washington.

Dated this ____ day of _____, 2016.

IN WITNESS WHEREOF, We have hereunto set our hands the day and year first herein above written.

PERMITTEE:

CITY OF LEAVENWORTH:

Village Art in the Park
President

Joel Walinski, City Administrator

Attest:

Chantell Steiner, Finance Director/City Clerk

EXHIBIT "A"

Real Property Description

6,969 Square Feet of paver covered area of Front Street Park for the Village Art in the Park events as conditioned within **Exhibit "C"** of this Special Use Permit.

The area of use may be extended, if necessary, during the festival weekends to the west, no further than the Maipole.

EXHIBIT "B"

Special Use Permit Fee

Permit Fee = This fee is established based on the total square feet multiplied by the market value of \$0.40 per square-foot (SF), multiplied by the number of months (number of days / 30 days in a month if applicable). This agreement is for 86 days (86 / 30 days = 2.866)

Base Fee = 6,969 SF x .40 per SF x 2.866 months = \$7,989.26

Leasehold Excise Tax of 12.84% x \$7,989.26 = \$1,025.82

Total 2016 Annual Payment: \$9,015.08

NOTE: \$2,000 will be deducted from the 2016 Annual Payment if Permittee donates \$2,000 to Leavenworth art education programs. Verification is required in the form of a cancelled check for donation. The total Fee plus Leasehold Excise Tax will be reduced as follows:

Total Annual Payment with Credit: \$7,989.26 - \$2,000 = \$5,989.26 x 1.1284 = \$6,758.28

The following standards will be enforced for future years concerning the Special Use Permit:

1. The permit fee shall be recalculated on a yearly basis to reflect the most recent City Rate and Fee Schedule for cost per square foot as adopted by the Leavenworth City Council.
2. Each payment shall be accompanied by the leasehold excise tax if applicable.

EXHIBIT "C"

Use of the paver portion of Front Street Park (and extended paver area within Front Street Park - if needed and in compliance with **Exhibit "A"** and as conditioned herein) for "Art in the Park."

Conditions of Approval:

1. Village Art in the Park must operate, in accordance with all applicable federal, State, and local laws, as a 501(c) 3 organization, and shall carry out all outstanding commitments of the previous Village Art in the Park Board of Directors. A Leavenworth City Councilmember, appointed by the Mayor, from time to time shall serve as an ex-officio member of the Village Art in the Park Board of Directors. Additionally, the Permittee is required to contribute back to the community of Leavenworth, and shall present three such proposals for City Council consideration at the time of Agreement review. Participating artists are strongly encouraged to embrace the City's important Bavarian theme by wearing trachten (Bavarian clothing) during Village Art in the Park hours of operation.
2. The said property shall only be used for display and sales of art and as identified in this Special Use Permit agreement.
3. The Permittee shall be required to comply with the following regulations set-fourth by the listed agencies/departments:
 - A. Chelan County Fire District #3:
 - i. All structures and/or canopies shall be subject to inspections by CCFD#3 for fire code compliance.
 - ii. Heaters may be used within the structures and/or canopies depending on the fire-resistive construction and the U/L rating of the heater.
 - iii. Placement of propane tanks utilized for heaters must be authorized by the fire district prior to installation.
 - iv. A fire extinguisher shall be required within each structure and/or canopy.
 - B. City of Leavenworth:
 - i. No booth, tent, or awning area may cover more than a 10-foot by 20-foot area.
 - ii. Setting up of booths, tents, and other equipment shall not occur prior to 7:00 A.M. on the day of the event, and take-down of booths, tents, and other equipment shall be completed no later than 8:00 A.M. the day after the event is completed. Permittee shall implement a staggered loading strategy from 4:30 P.M. to 6:00 P.M. each Sunday (or Monday) that Art in the Park is operating to minimize loading impacts to pedestrians and traffic flow. The City will work with Permittee toward the provision of temporary 'No Parking' signs that Permittee may place on the north side of Front Street to assist the loading process. Permittee unloading on either Thursdays or Fridays must be complete prior to 10:00 A.M.
 - iii. The event shall not be allowed to operate past 9:00 P.M. on any day of the week.
 - iv. No portable generators shall be allowed.

- v. Prior to the event, the Permittee shall work with the City Codes Administrator and Chelan County Fire District #3 to determine that structures and tents are erected and occupied in compliance with applicable Codes.
- vi. Each vendor/booth may utilize a special event sign. Tents, canopies, and umbrellas which incorporate logos of any kind are prohibited. Special event signs shall comply with LMC 14.10.050 (N). Such signs are exempt from the permit requirements of the Code, provided that:
 - a. One such sign shall be allowed per vendor, and must be attached to the booth, tent, and/or concession area;
 - b. No portable or freestanding signs shall be allowed;
 - c. No internal, indirect or backlit illumination of any kind shall be allowed;
 - d. Such signs are considered temporary signs;
 - e. No sign shall exceed four square feet in area;
 - f. Such signs shall be compliant with the Old World Bavarian-Alpine theme and LMC [14.10.180](#)¹; and
 - g. The sign shall be removed at the end of the event.
- vii. Temporary community event signs (signs advertising the event) shall comply with LMC 14.10.050 (P). Such signs are exempt from the permit requirements of the Code; provided, that:
 - a. Such signs are considered temporary signs;
 - b. The signs are installed no more than three months prior to the start of said event except when located within right-of-way;
 - c. The signs are removed no more than two days after the end of the event;
 - d. The area of the sign shall not exceed 32 square feet in area when located on private property. The allowed area of this sign is in addition to any other allowed sign area, excepting window signage;
 - e. Such sign shall not contain franchise logos;
 - f. Such sign shall be immediately removed if not maintained;
 - g. The sign(s) may function to direct visitors and residents to nonprofit community events and what/where services are available;

¹ In determining compliance with the Old World Bavarian-Alpine theme, the City Administrator or his/her designee shall consider the following required provisions:

1. Compliance with size, location, and number requirements of LMC chapter 14.10;
2. The use of approved Old World Bavarian Alpine Theme lettering;
3. The use of Baroque, Rococo, Classical, or Bavarian folk art elements (may be shape of sign, border, or other elements as determined by the city); and
4. The use of approved Old World Bavarian Alpine Theme colors as determined by the design review board by resolution.

- h. Such sign may be portable and off site;
 - i. Such sign shall conform to the standards of the designated sign area or community bulletin board when located within designated sign area or within a community bulletin board;
 - j. Signs allowed within right-of-way shall not exceed five square feet in area; signs allowed within right-of-way shall be located on sidewalks with greater than eight feet of width; or in location as to provide a minimum of five feet of unobstructed travel way as measured from the outer curb to the closest point (horizontally) to the sign. No more than five signs shall be allowed per 100 lineal feet of right-of-way. At no time shall signs block or obstruct safe sight distance, and/or become a nuisance, hazard and/or danger to the public as determined by the public works department. Signs within right-of-way may be installed no more than two weeks prior to the start of said event;
 - k. Such sign shall be compliant with the Old World Bavarian-Alpine theme and LMC [14.10.180](#)²;
 - l. Such signs shall not cover more than one-third of the total window space. This area shall include all other allowed window signs;
 - m. Such signs may be made of any material, other than plastic; and
 - n. Such signs shall not advertise specific business.
4. The Permittee shall comply with all State, federal, and local laws, including but not limited to Leavenworth Municipal Code Chapter 12.24, Park Regulations.
 5. The City shall not be held responsible for theft, vandalism, or acts of nature where any displays, booths, tents, or other display structures or any of the contents associated with the display area or the entire event are lost, stolen, or damaged.
 6. Items to be placed within the property shall not be permanently attached, and no modification of the property for bolting, anchoring, or other support shall be permitted.
 7. The Permittee, at Permittee's sole expense, shall maintain the area and private fixtures (displays, booths, tents, or other display structures) in a good and sanitary condition and good state or repair. The Permittee shall repair damaged, stained, or discolored sidewalk or pavers and/or damaged grass areas at the sole expense of the Permittee and at the discretion of the City.
 8. The Permittee shall operate in a manner which does not violate the provisions of Leavenworth Municipal Code Chapter 9.33 at all times, and shall not create noise disturbance. "Noise

² In determining compliance with the Old World Bavarian-Alpine theme, the City Administrator or his/her designee shall consider the following required provisions:

1. Compliance with size, location, and number requirements of LMC chapter 14.10;
2. The use of approved Old World Bavarian Alpine Theme lettering;
3. The use of Baroque, Rococo, Classical, or Bavarian folk art elements (may be shape of sign, border, or other elements as determined by the city); and
4. The use of approved Old World Bavarian Alpine Theme colors as determined by the design review board by resolution.

disturbance” means any sound which annoys, disturbs, or perturbs reasonable persons with normal sensitivities, or any sound which unreasonably injures or endangers the comfort, repose, health, hearing, peace, or safety of persons or animals.

9. Any subsequent changes to the operation shall be subject to the review and approval of the City and shall require amendment of this permit.
10. This permit shall be subject to termination by the City for any reason, including but not limited to, any determination by the City that the use of the area causes any undue noise disturbance.
11. This Special Use Permit does not imply, warrant, or guarantee any vested status in regard to the use of the right-of-way, or future issuance of such Permit.

2016 Village Art in the Park

JANUARY						
S	M	T	W	T	F	S
					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						

FEBRUARY						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

MARCH						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL						
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MAY						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE						
S	M	T	W	T	F	S
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19	20	21	22	23	24	25
26	27	28	29	30		

JULY						
S	M	T	W	T	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST						
S	M	T	W	T	F	S
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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						
S	M	T	W	T	F	S
				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	

OCTOBER						
S	M	T	W	T	F	S
						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						
S	M	T	W	T	F	S
		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						
S	M	T	W	T	F	S
				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

86 Days

Village Art in the Park 2016 Show Schedule

Shaded days are show days.

Please note:

July 4th - Monday

Beginning in July

THURSDAYS are added to our show schedule - only during July & August

Memorial Day - Monday, May 30

Labor Day - Monday, Sept. 5

MAY							JUNE							
M	T	W	T	F	S	S	M	T	W	T	F	S	S	
					29	30	1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12	
9	10	11	12	13	14	15	13	14	15	16	17	18	19	
16	17	18	19	20	21	22	20	21	22	23	24	25	26	
23	24	25	26	27	28	29	27	28	29	30				
30	31													

JULY							AUGUST						
M	T	W	T	F	S	S	M	T	W	T	F	S	S
				1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28
25	26	27	28	29	30	31	29	30	31				

SEPTEMBER							OCTOBER						
M	T	W	T	F	S	S	M	T	W	T	F	S	S
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							31						



Village Art in the Park
Post Office Box 261
Leavenworth, WA 98826
509-548-5809



50th Anniversary



2016 Prospectus

Village Art in the Park
P.O. Box 261 • Leavenworth, WA 98826
506-548-5809
www.villageartinthepark.org

2016 Prospectus

- ◆ Participation is open to amateur and professional artists. Village Art in the Park welcomes submissions in all brush media, hand thrown and hand built pottery, metal work, jewelry, wood, glass, fiber, printmaking, photography, sketching and portrait work. All elements of art submitted and displayed for sale must be original to the artist in concept, design and execution, and should demonstrate the artist's creativity and workmanship. For the purposes of this show, no nude figure art will be permitted.
- ◆ The work of all applicants to this show—new, as well as those who have participated before—will be juried each year. All applicants are asked to send three photos of their work which are representative of the art intended to be displayed and sold, and one photo of their display with the application, along with a jury fee of \$15. Applicants are also asked to return an information sheet, biographical statement, photo of the artist and website address.
- ◆ The Village Art in the Park Board of Directors reserves the right to accept or reject all applications. A letter of acceptance or rejection will be returned to the artist as soon as possible.
- ◆ All canopies are required to be made from certified fire resistant materials. No Exceptions.
- ◆ To keep the show fresh and maintain the interest of the buying public, Village Art in the Park will expect returning artists to come back to the park each successive season with a NOTICEABLE amount of new art.
- ◆ CLEARLY VISIBLE signage is REQUIRED that includes artist name, an easily identifiable (product) media definition, and must be at least 144 sq. in. in size. All signage must be confined to the inside of the booth and must have a professional appearance.
- ◆ Prints and note cards of original work may be sold. Spinner racks are permitted but must be confined to the interior of the booth.
- ◆ Artists need to show a minimum of two days in any week they choose to participate. Show hours are from 9 a.m. to 6 p.m. The artists must be present during hours of operation. In the event of an emergency, the booth must be covered by a knowledgeable adult. The show Director will assign all display locations using a lottery system. Each artist will be assigned a 10'x10' or 10'x20' space.
- ◆ Art in the Park retains a 20% commission from all sales. Artist payments will be made by mail during the week following showing. A 1099 form will be sent to all artists for income tax reporting purposes. Artists pay a \$25. exhibitor's fee per weekend.
- ◆ In the event of policy violation, the Director, in conjunction with the Board of Directors, reserves the right to make a determination and take immediate action. Village Art in the Park also reserves the right to restrict or remove any exhibit or artist considered unsuitable or objectionable. Plagiarized or misrepresented art constitutes grounds for immediate dismissal from the show. Quality control will be monitored.
- ◆ Village Art in the Park is a non-profit organization. The commission collected on the sale of your art is used to provide scholarship funds for applicants pursuing a higher education in the arts, and financial support for art education in local schools.
- ◆ Smoking is not allowed in or around canopies.

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
21620	03/09/2016	03/09/2016	4071	CNA Surety Direct Bill	50.00	Notary Errors & Omissions Policy N. Pate & C. Siess
558 60 49 00	Misc-Reg/Dues/Subscriptio	001 000 558	Current Expens	50.00		
21614	03/09/2016	03/09/2016	123	Cascade Analytical, Inc.	108.67	WWTP - Water Testing
535 80 41 00	Professional Services	404 000 535	Sewer	108.67		
21615	03/09/2016	03/09/2016	123	Cascade Analytical, Inc.	89.61	WTP - Water Testing
534 80 51 00	Water Testing	403 000 534	Water	89.61		
21676	03/09/2016	03/09/2016	123	Cascade Analytical, Inc.	66.95	WTP - Water Testing
534 80 51 00	Water Testing	403 000 534	Water	66.95		
Total Cascade Analytical, Inc.				265.23		
21682	03/09/2016	03/09/2016	125	Cascade Auto Parts Inc	1,646.30	City Supplies
535 80 32 00	Operating Supplies-Trtmnt	404 000 535	Sewer	109.13		
548 68 31 00	Office & Operating Supplie	501 000 548	Equip Rental &	-3.71		
548 68 31 00	Office & Operating Supplie	501 000 548	Equip Rental &	84.49		
548 68 31 00	Office & Operating Supplie	501 000 548	Equip Rental &	21.64		
548 68 31 00	Office & Operating Supplie	501 000 548	Equip Rental &	20.98		
548 68 31 00	Office & Operating Supplie	501 000 548	Equip Rental &	23.15		
548 68 31 00	Office & Operating Supplie	501 000 548	Equip Rental &	550.50		
548 68 31 00	Office & Operating Supplie	501 000 548	Equip Rental &	54.96		
548 68 34 00	Supp Purchased For Invent	501 000 548	Equip Rental &	33.95		
548 68 34 00	Supp Purchased For Invent	501 000 548	Equip Rental &	73.41		
548 68 34 00	Supp Purchased For Invent	501 000 548	Equip Rental &	50.58		
548 68 34 00	Supp Purchased For Invent	501 000 548	Equip Rental &	29.32		
548 68 34 00	Supp Purchased For Invent	501 000 548	Equip Rental &	53.01		
548 68 34 00	Supp Purchased For Invent	501 000 548	Equip Rental &	7.23		
548 68 34 00	Supp Purchased For Invent	501 000 548	Equip Rental &	235.62		
548 68 34 00	Supp Purchased For Invent	501 000 548	Equip Rental &	43.32		
548 68 34 01	SPFI-Garbage Truck	501 000 548	Equip Rental &	450.05		
548 68 34 01	SPFI-Garbage Truck	501 000 548	Equip Rental &	-200.54		
576 80 31 00	Office & Operating Supplie	001 000 576	Current Expens	9.21		
21641	03/09/2016	03/09/2016	2313	Chelan County PUD	186.43	WTP - Ski Hill Pump Stn
534 80 47 00	Utilities	403 000 534	Water	186.43		
21642	03/09/2016	03/09/2016	2313	Chelan County PUD	880.11	Train Stn

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557 30 47 02	Utilities - Icicle Station		104 000 557 Lodging Tax	880.11	
Total Chelan County PUD				1,066.54	
21611	03/09/2016	03/09/2016	162	Chelan County Treasurer	1,000.00 Leavenworth Mosquito District
562 59 53 00	Mosquito Control District		001 000 562 Current Expens	1,000.00	
21627	03/09/2016	03/09/2016	162	Chelan County Treasurer	3,062.84 March 2016 Housing Of Inmates
521 10 51 00	Chel. Co. Sheriff - Jail		001 000 521 Current Expens	3,062.84	
Total Chelan County Treasurer				4,062.84	
21677	03/09/2016	03/09/2016	171	Cintas Corporation Loc #607	243.22 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	27.45	
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	
21678	03/09/2016	03/09/2016	171	Cintas Corporation Loc #607	243.22 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	27.45	
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	
21679	03/09/2016	03/09/2016	171	Cintas Corporation Loc #607	243.22 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	27.45	
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				729.66	
21647	03/09/2016	03/09/2016	174	City Of Leavenworth	6,024.41 City Utility Accounts /March 2016
518 20 47 00	Utilities		001 000 518 Current Expens	240.33	
534 80 47 00	Utilities		403 000 534 Water	214.76	
535 80 47 00	Utilities		404 000 535 Sewer	973.61	
536 50 47 00	Utilities		001 000 536 Current Expens	22.28	
557 30 47 00	Utilities-Street Cans		104 000 557 Lodging Tax	2,189.90	

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518 90 44 00	Advertising		502 000 518 Central Service	29.95	
21617	03/09/2016	03/09/2016	291 Fasteners	3.48	WTP Supplies
534 80 32 00	Operating Supplies-Trtmnt		403 000 534 Water	3.48	
21648	03/09/2016	03/09/2016	6499 Ferguson Enterprises #3007	286.41	WTP Supplies
534 80 32 00	Operating Supplies-Trtmnt		403 000 534 Water	286.41	
21612	03/09/2016	03/09/2016	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	
21675	03/09/2016	03/09/2016	298 Firefly Inc.	36.80	Printer Adapter Card - A. Reinhart PC
594 14 64 01	PC/Public Works		502 000 594 Central Service	36.80	
			Total Firefly Inc.	1,575.33	
21654	03/09/2016	03/09/2016	6555 Freedom Truck Centers, Inc.	120.16	Parts / #23
548 68 34 00	Supp Purchased For Invent		501 000 548 Equip Rental &	120.16	
21652	03/09/2016	03/09/2016	6032 Garza, Patricia M	23.97	Refund Payment Made Via PayPal Less PayPal Fee
362 30 00 16	Parking Violation Fees		415 000 360 Parking	-23.97	
21650	03/09/2016	03/09/2016	4195 Global Equipment Company	401.84	Parks Repairs & Maintenance
576 80 48 00	Repairs & Maintenance		001 000 576 Current Expens	401.84	
21635	03/09/2016	03/09/2016	5131 Granich Engineered Products	344.18	WWTP Supplies
535 80 32 00	Operating Supplies-Trtmnt		404 000 535 Sewer	344.18	
21618	03/09/2016	03/09/2016	344 Hach Company Inc.	701.54	WTP Supplies
534 80 32 00	Operating Supplies-Trtmnt		403 000 534 Water	701.54	
21649	03/09/2016	03/09/2016	344 Hach Company Inc.	676.06	WTP Supplies
534 80 32 00	Operating Supplies-Trtmnt		403 000 534 Water	676.06	
			Total Hach Company Inc.	1,377.60	
21657	03/09/2016	03/09/2016	358 Home Depot Credit Svc	661.34	Supplies - Parks And Festhalle

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	92.61	
594 75 63 00	Festhalle Capital Imp.		110 000 594 Leavenworth Ci	568.73	
21683	03/09/2016	03/09/2016	6596		Inside Golf Inc.
				250.00	Advertising / Leavenworth Golf Course. Spring And Summer/Fall
557 30 44 05	Advertising-Golf Course		104 000 557 Lodging Tax	250.00	
21684	03/09/2016	03/09/2016	6596		Inside Golf Inc.
				250.00	Advertising / Leavenworth Golf Course. Spring And Summer/Fall
557 30 44 05	Advertising-Golf Course		104 000 557 Lodging Tax	250.00	
			Total Inside Golf Inc.	500.00	
21613	03/09/2016	03/09/2016	5020		Island Oasis
				21.13	Pool Supplies
576 20 31 01	Operating Supplies-Conces		176 000 576 Community Sw	21.13	
21680	03/09/2016	03/09/2016	417		Jerry's Auto Suppy
				45.92	PW Shop Parts & Supplies
548 68 31 00	Office & Operating Supplie		501 000 548 Equip Rental &	43.35	
548 68 34 02	SPFI-Cardboard Truck		501 000 548 Equip Rental &	2.57	
21622	03/09/2016	03/09/2016	6552		Knight, Annabelle
				154.47	BIAS Conference 2016 Mileage
514 20 43 00	Travel-Lodging/Meals/Mile		001 000 514 Current Expens	154.47	
21636	03/09/2016	03/09/2016	477		Leavenworth Electric Inc.
				11,590.74	Festhalle Kitchen
594 75 63 00	Festhalle Capital Imp.		110 000 594 Leavenworth Ci	11,590.74	
21659	03/09/2016	03/09/2016	482		Leavenworth Senior Center Inc.
				500.00	February 2016 Restroom Lockup
576 80 41 00	ProSvs-Restroom Lockup		001 000 576 Current Expens	500.00	
21660	03/09/2016	03/09/2016	482		Leavenworth Senior Center Inc.
				309.60	February 2016 Recycle Attendant
537 80 41 01	Recycling Pro-Svs-Attenda		402 000 537 Garbage	309.60	
			Total Leavenworth Senior Center Inc.	809.60	
21656	03/09/2016	03/09/2016	488		Les Schwab Tires
				772.22	Tires / #13 WTP Truck
548 68 34 00	Supp Purchased For Invent		501 000 548 Equip Rental &	772.22	
21658	03/09/2016	03/09/2016	504		Marson & Marson Lumber Inc.
				321.76	Supplies

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534 80 32 00	Operating Supplies-Trtmnt		403 000 534 Water	2.58		
534 80 32 00	Operating Supplies-Trtmnt		403 000 534 Water	11.84		
535 80 31 00	Operating Supplies-Collecti		404 000 535 Sewer	11.88		
542 66 31 00	Office & Operating Supplie		101 000 542 Streets	18.96		
548 68 31 00	Office & Operating Supplie		501 000 548 Equip Rental &	25.99		
548 68 34 02	SPFI-Cardboard Truck		501 000 548 Equip Rental &	122.45		
557 30 48 00	Repairs & Maintenance		104 000 557 Lodging Tax	769.62		
557 30 48 00	Repairs & Maintenance		104 000 557 Lodging Tax	8.27		
557 30 48 00	Repairs & Maintenance		104 000 557 Lodging Tax	-747.96		
576 80 48 00	Repairs & Maintenance		001 000 576 Current Expens	20.13		
594 75 63 00	Festhalle Capital Imp.		110 000 594 Leavenworth Ci	68.91		
594 75 63 00	Festhalle Capital Imp.		110 000 594 Leavenworth Ci	9.09		
21624	03/09/2016	03/09/2016	475	NCW Media, Inc.	65.50	Ord 1520 & 1521
	518 90 44 00	Advertising	502 000 518 Central Service	65.50		
21625	03/09/2016	03/09/2016	475	NCW Media, Inc.	45.86	Advertising - Budget Retreat
	518 90 44 00	Advertising	502 000 518 Central Service	45.86		
21626	03/09/2016	03/09/2016	475	NCW Media, Inc.	235.80	Advertising Public Hearing Examiner
	558 60 44 00	Advertising	001 000 558 Current Expens	235.80		
			Total NCW Media, Inc.	347.16		
21623	03/09/2016	03/09/2016	1513	Nikolas, Amanda	100.00	Refund Of Group B Home Occ Permit Application Fee
	345 89 00 00	Other Plan/Develop Fees (\$	001 000 340 Current Expens	-100.00		
21628	03/09/2016	03/09/2016	2807	Obertal Inn	167.75	Partial Refund For Mechanical Permit
	322 10 00 00	Building Permits	001 000 320 Current Expens	-167.75		
21653	03/09/2016	03/09/2016	588	One Call Concepts Inc	6.42	Utility Locate Service
	534 80 31 00	Operating Supplies-Distribu	403 000 534 Water	6.42		
21619	03/09/2016	03/09/2016	611	Paramount Supply Co	120.45	WWTP Supplies
	535 80 32 00	Operating Supplies-Trtmnt	404 000 535 Sewer	120.45		
21616	03/09/2016	03/09/2016	666	Ricoh USA, Inc	295.03	Copier Maintenance
	518 90 45 00	Operating Rentals & Leases	502 000 518 Central Service	295.03		

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21605	03/09/2016	03/09/2016	4415	T2 Systems Canada Inc.	-333.00	Returned Part
	542 65 48 01	Repairs & Maintenance	415 000 542	Parking	-333.00	
21606	03/09/2016	03/09/2016	4415	T2 Systems Canada Inc.	168.02	February 2016 EMS Services
	542 65 41 01	ProSvs-Monthly EMS Serv	415 000 542	Parking	168.02	
21607	03/09/2016	03/09/2016	4415	T2 Systems Canada Inc.	168.02	March 2016 EMS Service
	542 65 41 01	ProSvs-Monthly EMS Serv	415 000 542	Parking	168.02	
21634	03/09/2016	03/09/2016	4415	T2 Systems Canada Inc.	849.23	Paper
	542 65 31 01	Office & Operating Supplie	415 000 542	Parking	849.23	
				Total T2 Systems Canada Inc.	852.27	
21631	03/09/2016	03/09/2016	3963	TD&H Engineering Inc.	1,163.75	Engineering Svc / 3rd-8th St
	595 90 41 04	Comm 3-8th Const Admin	101 000 595	Streets	1,163.75	
21632	03/09/2016	03/09/2016	3963	TD&H Engineering Inc.	1,640.25	Engineering Svc / Meadowlark Review
	558 60 41 05	Pro.Svs. Develop Review-R	001 000 558	Current Expens	1,640.25	
21633	03/09/2016	03/09/2016	3963	TD&H Engineering Inc.	283.00	Engineering Svc / Pine St.
	595 10 40 16	Pine Street Planning	101 000 595	Streets	283.00	
				Total TD&H Engineering Inc.	3,087.00	
21639	03/09/2016	03/09/2016	779	Thyssenkrupp Elevator Corp	568.48	Maintenance / Festhalle Elevator
	575 48 48 00	Repairs & Maintenance	110 000 575	Leavenworth Ci	568.48	
21651	03/09/2016	03/09/2016	817	US Post Office	324.12	Postage / March 2016 Utility Bills
	531 30 42 00	Communications-Phone/Po:	410 000 531	Stormwater	6.48	
	534 80 42 00	Comm-Phone/Postage/Fx	403 000 534	Water	129.65	
	535 80 42 00	Comm-Phone/Postage/Fx	404 000 535	Sewer	129.65	
	537 80 42 00	Comm-Phone/Postage/Fx	402 000 537	Garbage	58.34	
21610	03/09/2016	03/09/2016	2483	Upper Valley Historical Society	10,000.00	Upper Valley Museum
	557 30 44 10	Advertising/Operations-Mu	104 000 557	Lodging Tax	10,000.00	
21645	03/09/2016	03/09/2016	829	Varela & Associates, Inc	2,892.50	WWTP Plant Engineering

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594 35 41 01	Sewer System Plan Update		404 000 594 Sewer	2,892.50	
21643	03/09/2016	03/09/2016	833 Verizon Wireless	14.96	WTP Cell Phone
534 80 42 00	Comm-Phone/Postage/Fx		403 000 534 Water	14.96	
21638	03/09/2016	03/09/2016	870 Waste Managment Of	74.90	Recycling Dumpster
537 80 51 02	Recycling Dumpster Rental		402 000 537 Garbage	74.90	
21655	03/09/2016	03/09/2016	932 Yonaka Baker, Anita	750.00	Cleaning Services / Feb 2016
518 20 48 01	Repairs & Maint-Janitorial		001 000 518 Current Expens	750.00	

Report Total: 53,723.68

Fund	
001 Current Expense	9,087.73
101 Streets	1,465.71
104 Lodging Tax	14,738.00
110 Leavenworth Civic Center	13,480.84
176 Community Swimming Pool	160.83
402 Garbage	442.84
403 Water	2,569.79
404 Sewer	5,616.40
410 Stormwater	6.48
415 Parking	876.24
501 Equip Rental & Revolving Fund	3,156.67
502 Central Services	2,122.15

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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

Charli [Signature]