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

LEAVENWORTH CITY COUNCIL
AGENDA

Leavenworth City Hall - Council Chambers
May 10, 2016 - 6:30 p.m.

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

Call to Order

Flag Salute

Roll Call

Consent Agenda
1. Approval of Agenda
2. Approval of April 26, 2016 Regular Meeting Minutes
3. 2016 Claims $768,704.38
4. April 2016 Payroll $211,050.18

Public Safety Report: Sargent Bruce Long, Liaison Officer

Councilmember and Committee Reports

Mayor/Administration Reports

Comments from the Public on Items Not on the Agenda

Group Funding Report: Steve Maher – Wenatchee Valley Velo Club Tour de Bloom Race

Resolutions, Ordinances, Orders and Other Business
1. Action: Pace Engineering Contract – Chumstick Trail & W/S Extension
2. Action: MDSquare Contract – Chumstick Trail & W/S Extension
3. Action: Ordinance 1525 Budget Amendment – Salary Schedule Only
4. Action: Ordinance 1526 Site Development Permits
5. Action: Surplus Computers

Information Items for Future Consideration
1. Joint Mid-Year Meeting with the Planning Commission on XXXXXX, 2016
2. Mayor's Ad Hoc Housing Affordability Committee Appointments
3. Code Changes on Fireworks Ban and Alcohol Related Events in Parks

Adjournment

(Next Ordinance is 1527 - Next Resolution is 08-2016)

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

SUPPLEMENTAL COUNCIL AGENDA

1. Pace Engineering Contract – Chumstick Trail & W/S Extension

The City Council is being asked to approve a new Consultant Agreement with Pace Engineering, replacing the previous agreement, for the construction engineering requirements associated with the Chumstick Multipurpose Trail Water and Sewer Extension Project and the Chumstick Highway Lift Station Pumps and Auxiliary Generator Project. On October 13, 2015 the City Council tentatively approved a contract for Pace Engineering in the amount of $57,849 contingent upon approval by the Washington Department of Transportation (WA DOT). Included in this new agreement are sub-consultant services for Z-Engineers and CSI (Construction Special Inspection). Z-Engineers will provide the oversight for the electrical component installation of the Lift Station and auxiliary generator. Z-Engineers have worked on other City projects and provides electrical maintenance service for the Waste Treatment Plant and City mechanical control system at the well field. CSI will be testing materials for the water main pipeline bedding zone and backfill compaction, trench roadway top course compaction, asphalt materials compliance testing and asphalt density compaction testing. This type of materials testing is mandatory to comply with normal City construction standards as well as the Department of Transportation Standards and Specifications. CSI has completed this work on other City projects to the satisfaction of City Staff and other project funders such as the WA DOT and Transportation Improvement Board (TIB). CSI is located in Wenatchee and is listed on the MRSC Roster for Small Public Works Projects and Consultants.

Pace Engineering provided the initial engineering and design work for the construction of the Chumstick Multipurpose Trail Water and Sewer Project and this agreement is the next step in the project management phase of completing the construction to the satisfaction of the funding agency, WA DOT.

The total cost of the contract is an amount not to exceed $65,640. A percentage of funding for one of the two projects is provided through the WA DOT; as such, one of the requirements is for the project to be administered by a registered engineer and the format of the contract is the DOT template. Time is billed on an hourly basis for Construction Engineering and the contract scope of work includes the following:

- Installation of a multipurpose trail extending along the NW side of Chumstick Highway west of North Road
- Extension of a 6" forced sewer main terminating at a lift station opposite North Road
- Extension of a 12" water main from County Shop Road terminating at the lift station

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

- WA DOT Local Programs State Funding Agreement
- Pace Engineering Consultant Agreement

    - **MOTION:** *The Leavenworth City Council moves to approve the Consultant Agreement with Pace Engineering in an amount not to exceed $65,640 and authorizes the Mayor to sign the agreement.*

2. MDSquare Contract – Chumstick Trail & W/S Extension

The City Council is being asked to approve a new contract with MDSquare, LLC (Mr. Mike Deason) to perform construction inspection services for the Chumstick Multipurpose Trail and Water and Sewer Extension Project and the Chumstick Highway Lift Station Pumps and Auxiliary Generator Project. This proposed contract is an open-ended contract for construction inspection services for a not to exceed amount of $38,160.00.

The City is estimating that approximately 24 – 30 hours a week are needed for Mr. Deason's time for construction inspection services for the Chumstick Project from May through August (approximately 80 Working Days).

The City has made revisions to the City's standard professional services agreement for insurance requirements to suit this contract for the scope of work being completed and the responsibilities required of MDSquare, LLC, by eliminating the insurance requirements for Comprehensive General Liability, Workers Compensation, and Consultant's Errors and Omissions Liability; however, there is a requirement for Automobile Liability Insurance. Mr. Deason has previously contracted with the City for construction inspection work.

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

- The proposed Professional Services Agreement for these construction inspection services with MDSquare, LLC
- Scope of Work

    - **MOTION:** *The Leavenworth City Council moves to approve the Professional Services Agreement with MDSquare, LLC for an amount not to exceed $38,160 and authorizes the Mayor to sign the agreement.*

3. Ordinance 1525 Budget Amendment – Salary Schedule Only

The City Council is being asked to amend the salary schedule which is approved by Ordinance as a budget amendment. At this time there is no expectation of changes needed in the actual budget line items. The new request for the 24 hour position, requiring a CDL endorsement, came about as a result of the City's increasing need for year round weekend coverage for garbage collection, cardboard collection, and general service needs. This need has arisen from a progressive, year to year, increase of weekend tourism and festival demands. In an effort to fill this need, the City, in discussion with union representatives, came to an agreement upon the creation of the new nonunion position as proposed here. The position would only work weekends with either an 8 or 10 hour shift depending on the time of year and needed services. A CDL license is required to operate the City's garbage truck. Other duties would be as assigned including responding to service calls, empting City trash cans in commercial areas, special event support, etc.

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

- Ordinance 1525
- Draft Job Description: Part Time Public Works Maintenance Worker (Weekends/CDL Endorsed)

    - **MOTION:** *The Leavenworth City Council moves to adopt Ordinance 1525 Budget Amendment for the 2016 Salary Schedule.*

4. Ordinance 1526 Site Development Permits

The City Council is being asked to adopt Ordinance No. 1526. On April 12, 2016, the City Council studied a new amendment to the Leavenworth Municipal Code (LMC) regarding a new "Site Development Permit."

As included within the Planning Commission 2015 Amendment Docket, the Planning Commission has been asked to review and study "Add Site Development permit" (including: Permit for improvements that do not rise to higher level permitting (need a process to capture review and approvals. Define such permit)). From time to time, updates and edits to the LMC may be necessary to reflect appropriate changes and where necessary. This text amendment has been reviewed and deliberated upon by the Planning Commission on May 6, 2015, June 3, 2015, July 1, 2015, August 5, 2015, September 2, 2015, and December 2, 2015. During the December 2, 2015 public hearing, the Planning Commission heard testimony and continued the action to March 2, 2016. On March 2, 2016, the Planning Commission voted to forward the amendment to the City Council.

The Planning Commission deliberated on the topic of adding a permit to the list of existing permits allowed and issued by the City of Leavenworth. The Planning Commission did not want to inadvertently create more layers of "bureaucracy" which would delay projects or be an additional burden to the development community. Many Planning Commission study sessions included discussions of the purpose, intent, and functionality of this new type of permit.

Currently, contractor's activities for any earth movement are issued a grading, excavation and earthwork permit. This is an awkward and ill-fitting permit for projects that include, but are not limited to: infrastructure installation outside of a Permit to Perform Work in City Street Right-of-Way, wetland, or other critical area enhancements.

The Site Development permit is intended to be a tool within the permit spectrum that fits below the International Building Code Appendix J – Grading. The provisions of this chapter apply to grading, excavation and earthwork construction, including fills and embankments. Where conflicts occur between the technical requirements of this chapter and the geotechnical report, the geotechnical report shall govern. Except as exempted in Section J103.2, no grading shall be performed without first having obtained a permit therefore from the building official. A grading permit does not include the construction of retaining walls or other structures.

The Planning Commission desires a more flexible and reduced criteria permit to allow property management and to begin the first stages of development without the need to obtain a grading, excavation and earthwork permit under the IBC.

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

- Ordinance 1526 - Amendment to LMC 21.09.030 and 18.08.385 - creating site development permit.

    - **MOTION:** *The Leavenworth City Council moves to adopt Ordinance 1526 Site Development Permits.*

5. Surplus Computers

The City Council is being asked to authorize the Mayor to proceed with surplusing for recycling purposes the City's old and obsolete computer systems. At this time the City has identified 5 computer systems for recycling. In general, the City depreciates values on computers at an estimated useful life of four to five years (seven to eight years for Servers) and at this time each of the computers identified for recycling have no remaining value as they have all exceeded the useful life. On April 8, 2014 the Council approved a perpetual professional service agreement with Firefly for the recycling process that requires the retention of the hard drives on each of the devices. Due to the confidentiality of potential data contained on the hard drives, the City has chosen to dispose of the computer systems through this professional service agreement to ensure the protection of this sensitive data. Firefly has already removed the hard drives on these computers and provided them to the City for retention purposes. Additionally, Firefly outsources the rebuilding of these obsolete computers for donating back to the community through programs for schools, low-income families, senior centers and other agencies that have use for older computers and computer parts.

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

- City of Leavenworth May 10, 2016 Computer Systems for Recycling List
- Professional Service Agreement with Firefly – *April 8, 2014*

    - **MOTION:** *The Leavenworth City Council moves to authorize the Mayor to surplus for recycling purposes with Firefly the computer systems as identified by serial numbers on the May 10, 2016 Computer Systems for Recycling List.*

LEAVENWORTH CITY COUNCIL
Study Session Agenda
City Hall - Council Chambers
May 10, 2016 9:00 a.m.

9:00 – 9:20 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.

9:20 – 9:50 Discussion on Overnight Rentals within the Residential Neighborhoods

This time is provided to discuss guidance and direction regarding overnight / vacation / short-term rentals in residential neighborhoods. The Planning Commission has been able to conduct several meetings regarding the topic of overnight rentals within the residential neighborhood and has received considerable public input. During the May 4, 2016 meeting in discussions on this topic, the Planning Commission developed their (if asked today) recommendation to the Council which is to retain the current prohibition of overnight / vacation / short-term rentals in residential neighborhoods; and review the Code to ensure that such can be upheld. The Planning Commission desires that the Code is developed in a way that is expressly clear and defendable from challenges. Today, the Planning Commission is seeking guidance and direction from the Council: 1) If the Council, in general, agrees or supports this direction; 2) If the Council, in general, disagrees; or 3) If there is need to conduct additional research and public outreach. This is to gain an understanding and feedback to see if the Planning Commission is on the "same page" as the Council.

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

9:50 – 10:10 Draft Six-Year Transportation Improvement Plan

The Six-Year Transportation Improvement Program (STIP) is a short-range planning document that is annually updated based on needs and policies identified in the Leavenworth Comprehensive Plan and Transportation Plan. RCW 35.77.010 requires a perpetual 6 year plan. It represents Leavenworth's current complete list of needed projects and programs for the next six years and future years. The document also identifies secured or reasonably expected revenues and expenditures for each of the projects included in the STIP. Typically, projects listed in the first three years of the document are shown as having secured funding while projects in the further out years can be partially or undetermined regarding funding.

Programs and planning efforts help achieve the City vision by meeting a particular transportation need (such as a mode or safety) in a systematic way, completing smaller scale projects, and planning for the need over a long period of time. Plans help determine the future transportation network through citywide and corridor long studies.

The annual STIP update starts with the previously adopted plan; this year's STIP is identified with the dates of 2017 – 2022. Projects in the previously adopted STIP are reviewed and projects that have been completed, or because of changing conditions are no longer needed, are removed. The

remaining projects carried over from the previous STIP are reviewed for changes to cost estimates, project funding, schedule, or scope during the update process to ensure that the best information is represented in the STIP.

New projects are generated from many sources, including appointed commissions and committees representing parks (bicycle and pedestrian trails) and traffic safety, elected officials, City of Leavenworth staff, and other interested individuals and groups. In many cases, City of Leavenworth staff use tools such as the STIP Pavement Management Program – Performance Management Dashboard to help identify potential new projects.

Updated projects from the previous STIP and new projects are then used to create a draft STIP project list. The phasing and funding of these projects is based on an evaluation of project priority compared with priorities laid out in the Leavenworth Transportation Plan, commitments to projects, partnerships the City has entered into with other jurisdictions and agencies, and new opportunities that arise to leverage local transportation funding in combination with other funding sources.

Once the draft STIP has been developed, a public hearing is held to provide an opportunity for the community to comment. The City Council will conduct a public hearing at an evening meeting; based on the results of the public hearing and comments from the Leavenworth City Council, a final version of the STIP will be developed for final Council approval if needed.

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

- The 2016-2021 Original 6-year STIP, 2016-2021 redline changes, 2017-2022 Draft
- PCR Score Mapping – City of Leavenworth
- Map of completed street projects

10:10 – 10:30 Utility Rate Study Recommendation by Public Works Committee

This time is set aside for the City Council to discuss the direction they would want to proceed with regarding a Utility Rate Study. The 2016 budget authorized $70,000 for the development and completion of a Utility Rate Study. Early in 2016 a Request for Qualification (RFQ) was developed by City Staff and advertised. The City received three responses to the posted RFQ. All three firms responding, FCS Group, HDR Engineering, Inc., and the Wenatchi Group, Inc provided a scope of work and estimated cost proposal within the budgeted amount. At the April Public Works Committee meeting several of the members questioned moving forward with the selection process and completion of the work. The concern stated that the City was contemplating several changes in the development codes concerning the utilities which may have a significant change on management of utility accounts, utility service connection fees, and several significant capital improvement projects. The Committee recommended further discussion with the full Council before proceeding with the selection process.

A Utility Rate Study is comprised of several pieces. One of the first tasks is to determine whether the existing rate structure conforms to industry / legal guidelines and achieves other industry or city specific objectives. Based upon the results of this evaluation, a detailed billing analysis is used to develop a recommended rate structure that will satisfy community objectives while ensuring adequate revenues to satisfy the utility cost requirements. These would include both ongoing

operational costs, capital costs and related debt service costs. The City's last utility rate study was completed in 2011. Typically the recommendations from a utility rate study are for a five year period. Looking forward, a rate study will examine future capital improvements and any known significant changes to the billing calculation or system. In Leavenworth's case, this would include the significant cost of improvements for the waste treatment facility and a study would provide some analysis on the financing options for that improvement. Additionally, if the City were to consider a significant change in the billing process, for example a more aggressive water conservation rate structure or a change in sewer charges based on use, the Rate Study could be used to forecast the revenues based on those changes. Another question that rate studies typically focus on is the charges for services between rate classes for different utility users; for example examining the cost of garbage services between residential and commercial users. The goal or metric of a successful utility rate study is to provide the information and justification to the Council and community on rates; the level, what costs they cover, and that they are equitable to all the user groups.

A Utility Rate Study is not a required document, it is a tool for the City Council to gain information that the rates established by the City Council cover the cost of service, capital improvements and debt service for each utility. As history has indicated, although the Utility Rate Study provides a recommendation on rate adjustments over time, the City Council has made adjustments to those recommended rates. Included in the packet is a Utility Rate Comparison table for review which compares the suggested rates of the 2011 Study and the rates approved by the Council. If the Council decides to delay the rate study for 2016, staff will provide recommendations on any fee modifications in September based on the current funding received for 2015 and 2016, estimated operating costs for 2017/2018 and the capital projects scheduled for 2017 and 2018.

There following items are included under **TAB C:**

- 2011 – 2016 Utility Rate Comparison
- 2012 – 2014 Utility Revenues vs. Expenditures
- 2008 – August 2014 Tap In Fees/Buy-In/System Development Charges

10:30 – 10:50 Review Cemetery Code Changes

This time is being set aside for the Council to review the revised draft of the Mountain View Cemetery Regulations, Chapter 12.28, for future Council approval. The revisions and corrections shown were initiated by the Public Works Director in consultation with the Parks Division and the Utility Division in response of a need to update certain aspects of the regulations to be in compliance with other similar city managed cemeteries, as well as create a more precise uniform regulation policy. The revised draft was presented to the Parks Committee in the fall of 2015 for review and comment. Those revisions have been applied and the draft is now being presented to Council for further revision and/or approval before being brought before Council for consideration of approval.

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

- Correction Draft of the Mountain View Cemetery Ordinance, Chapter 12.28

10:50 – 11:20 Discussion Regarding Non-Conforming Uses

This discussion topic is a continuation of the discussion on the changes that were approved by City Council for Accessory Dwelling Units (ADU). While changes were adopted to the code language, several council members requested further discussion on existing non-conforming uses. Specifically, within the City there are a number of garages that do not comply with the existing setback provisions of City Code or Building Code Requirements. As long as they remain garages, they remain non-conforming and they can continue to be used. When the property owner looks at a change in use of that garage to an ADU, the property owner must then conform to the new code requirements, both in zoning and in the Building Code requirements. The Council in the discussion on the changes to the ADU language requested more information on the Non-Conforming language within the code.

Overview

The City of Leavenworth has enacted zoning ordinances that regulate the development of real estate within Leavenworth (per the Growth Management Act (GMA) and other legislative directives). The City is divided into zoning districts that permit a particular use of property: residence, commercial, or industry. Within these three main types of zoning districts, population density, building height, and other construction is regulated. Zoning attempts to conserve the value of property and to encourage the most appropriate use of land throughout a particular area.

However, when zoning is established, the ordinance cannot eliminate structures already in existence. Thus, if a district once zoned commercial is changed and now zoned residential, the existing corner grocery store and neighborhood service station become nonconforming use sites. These businesses may remain even though they do not fit the predominant classification of real property in the zoning district.

As long as the property having nonconforming use status does not change, its status is protected.

The burden of establishing that any nonconformity is a legal nonconformity, in all cases, is upon the owner of such alleged nonconformity and not upon the City. Documentation submitted by the property owner must ascertain the date the nonconformity was established and that it conformed to the applicable development regulations in effect at that time. Documentation may consist of such historical items as utility statements, property tax bills, real estate contracts, leases, building permits, dated photographs, newspaper clippings and other relevant documentation, when applicable. Unsubstantiated anecdotal evidence cannot be accepted for the determination of existing nonconforming status.

When change occurs.

The Development Services Department works with folks every day that want change, and changes from one use to another within the same category of use are reviewed and typically permitted (this is true for building occupancy classification and allowed permitted uses).

In general, substantial alterations in the nature of the use for the non-conforming building, for example, new equipment that is not a replacement but a subterfuge to expand the use of the property, or a new structure amount to illegal expansion or extension. In addition, the current

Leavenworth Municipal Code (LMC) specifically states, "No nonconforming use, building and/or structure shall be enlarged, increased or extended to occupy a greater area of land, nor shall it be moved in whole or in part to any other portion of the lot or parcel being occupied by such use." These types of actions will result in the loss of the nonconforming use status, and require compliance with today's LMC.

For example, if the corner grocery builds an addition to house a restaurant, that would be a significant change. If, however, the grocery updates its refrigeration equipment, that would not be an illegal change.

The International Building Code Section 901.3 Change of occupancy classification states: Where the occupancy classification of a building changes, the provisions of Sections 902 through 912 shall apply. This includes a change of occupancy classification within a group as well as a change of occupancy classification from one group to a different group. Sections 902 through 912 include compliance with the current (today's) building code.

If a nonconforming use structure is destroyed or partially destroyed by fire (for example) or similar occurrences beyond 75 percent of the value and/or exceeds one year, it cannot be rebuilt.

If a business stops operating in excess of one full year at the nonconforming use site, the City classifies this as a discontinuance and revokes the nonconforming use status. As a practice, discontinuance due to repairs, acts of war or nature, government controls, foreclosure, condemnation, or injunctions are not regarded as intent to abandon the nonconforming use status (basically, if the situation is beyond the business owner's control, the City allows the non-conformity).

Amortization provisions, which allow for the continued operation of the use for a period of time deemed sufficient to recoup the investment put into the use, are applied to restrictions or prohibitions imposed on signs. Leavenworth LMC specifically states: "Notwithstanding the foregoing, existing nonconforming signs shall be brought into compliance with this code no later than March 15, 2030."

Basically, one of the ultimate goals of the zoning code is to achieve uniformity of property uses within each zoning district which can only be accomplished by the elimination of uses that do not conform to the specifications of current district regulations.

Types

Nonconforming use.

A nonconforming use is a use of property that was allowed under the zoning regulations at the time the use was established but which, because of subsequent changes in those regulations, is no longer a permitted use.

Nonconforming structure.

A nonconforming structure is a structure that complied with zoning and development regulations at the time it was built but which, because of subsequent changes to the zoning and/or development regulations, no longer fully complies with those regulations.

Nonconforming lot.
A nonconforming lot is one that, at the time of its establishment, met the minimum lots size requirements for the zone in which it is located but which, because of subsequent changes to the minimum lot size applicable to that zone, is now smaller than that minimum lot size.

History
State law does not regulate nonconforming uses, structures, or lots. So, the City is free, within certain constitutional limits, to establish its own standards for regulation of these nonconforming situations.

Nonconforming uses and structures are not illegal uses and structures; they are generally allowed to continue as is, subject to local restrictions. In Rhod-A-Zalea v. Snohomish County, 136 Wn.2d 1, 7 (1998), the state supreme court explained the basis for this treatment of nonconforming uses:

- The theory of the zoning ordinance is that the nonconforming use is detrimental to some of those public interests (health, safety, morals or welfare) which justify the invoking of the police power. Although found to be detrimental to important public interests, nonconforming uses are allowed to continue based on the belief that it would be unfair and perhaps unconstitutional to require an immediate cessation of a nonconforming use.

The City prohibits expansion of nonconforming uses and structures (within limits and with some flexibility). As discussed above, nonconforming uses lose their legal status if they are discontinued for a year. Nonconforming structures lose their legal status if they are destroyed, such as by fire, in whole or in part (75% of the value).

Uses that become nonconforming as a result of changes in zoning regulations are still subject to reasonable regulations under a city's police power to protect the public health, safety, and welfare that are enacted subsequent to the use being established. Rhod-A-Zalea v. Snohomish County, 136 Wn. 2d at 8-9. In that decision, the court held that a company that had the right to mine peat as a nonconforming use was subject to a later-enacted local building regulation that required a grading permit excavate or fill the property.

Property owners are allowed to build on their nonconforming lots, although they must meet setbacks (and other standards) applicable to that zone, unless a variance from such setbacks is applied for and can be granted under the adopted criteria for variance approval. Denial of the ability to build on a nonconforming lot could, in some cases, constitute a "taking" under the federal and state constitutions.

The application of the current language on nonconforming use within City Code is there to protect the property owner and provide the City over time to have changes in the code requirements, development codes and building codes, implemented. This allows for the implementation of changes in safety regulations, community standards, and construction materials to occur over time. One last thought, landowners usually retain their nonconforming status until it becomes economically undesirable. At that time, the property owner makes a decision and investment to make changes in the use, structure or property to address the nonconforming status.

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

- Chapter 18.68 - Nonconforming Provisions.

11:20 – 11:45 Annual Retreat Follow-up / Continue Goals Discussion

This time has been provided for continuing the Council Retreat discussion on the goal development worksheet. As goals and objectives are identified, these will be used to develop the 2017/2018 budget and project initiatives for the City. The remaining area for discussion is identified as Community Building. As noted in the early discussions, the Council is asked to first identify the goals within the area and then identify objectives or initiatives that will help achieve those outcomes. The timelines for achieving either the goal or objective is not defined. Some goals or objectives may be short term; others may be much longer, depending on the goal, objective, and needed resources. Once the goals and objectives are identified, staff will provide recommendations and strategies on how to achieve the desired outcomes and the resources that may be needed. These strategies will be incorporated into the 2017/2018 budget development and corresponding workplan. The Goal Development Worksheet, which is provided, was updated with the discussion from the April Study Session and includes the original discussion from the Council March Retreat.

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

- Draft: Goal Development Worksheet

11:45 – 11:50 Community Development Block Grant Closure

The City Council will receive an update on the Community Development Block Grant (CDBG) closeout. Staff has been exploring the requirements for a minimal reimbursement through the grant funders, Department of Commerce, or having the Council terminate the grant contract. We hope to present that information on Tuesday with a recommendation on the next steps for the grant closeout.

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

11:50 – 12:00 Council Open Discussion

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

TAB B

RESOLUTION NO. XX-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEAVENWORTH, WASHINGTON, AMENDING THE 2017-2022 SIX-YEAR COMPREHENSIVE STREET PROGRAM (TRANSPORTATION IMPROVEMENT PLAN (TIP)).

WHEREAS, pursuant to the requirements of Chapter 35.77.010 RCW, the City of Leavenworth has prepared a Comprehensive Street Program for a six year time period; and

WHEREAS, pursuant to the requirements of Chapter 36.70A RCW, the program is consistent with the City's adopted Comprehensive Plan; and

WHEREAS, pursuant further to said law, a public hearing is required on said amendment;

WHEREAS, this resolution amends Resolution No. 4-2015;

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

The 2017-2022 Six-Year Comprehensive Street Program (Transportation Improvement Plan (TIP)) is hereby amended and is attached hereto as "Exhibit A" and incorporated herein, and is hereby adopted by the City of Leavenworth, Washington in accordance with law. Furthermore, this amended Six-Year Comprehensive Street Program as hereby adopted shall serve as the City's 2017-2022 Six Year Transportation Improvement Plan.

PASSED by the City Council of the City of Leavenworth and approved by the Mayor this 14th day of June, 2016.

CITY OF LEAVENWORTH

By:

_____

Cheryl K. Farivar, Mayor

Attest:

_____

Chantell Steiner
Finance Director/City Clerk

DRAFT

Project Priority #	NAME	DESCRIPTION	PHASE	TOTAL FUNDS	CITY FUNDS
1	Pine Street Phase I: Ski Hill Drive to Titus Road.	Phase I: Ski Hill Drive to Titus Road Street Reconstruction, sidewalks, storm drain, and waterline; includes Titus Intersection and ROW resolution.	2016	3,000,000	15-20% match
2	Pine Street Phase II: Titus Road to Chumstick	Phase II - Titus Road to Chumstick Hwy.: street reconstruction, sidewalks, storm drain, waterline and sewer, Chumstick and Fir Street resolution.	2019	3,000,000	15 – 20% match
3	Commercial Street Reconstruction - 3rd to 8th Street	Reconstruct road, sidewalks, illumination, storm sewer, and watermain replacement. Design Work Completed. Secure Funding. Funding secured STP/TIB	2015	TOT:$1,445,630 TIB:$681,625 STP:$620,637	$143,268
4	SR2 Parking Lot / Transit	Continuing construction and improvement to parking lot and transit location of existing parking lots. Future property purchases may also be considered.	2015	650,000	TBD
5	Cross Walk Improvement: City Pool/Gustav & Hwy. 2	Relocate existing crosswalk to accommodate traffic patterns. Addition of push button activated warning system, barrier free improvements, illumination, and street grade pedestrian refuge. PED/BICYCLE DOT GRANT 2014 Application	TBD	TOT: $247,300 PED/BIKE Grant Appl.: $222,500	$24,800

Project Priority #	NAME	DESCRIPTION	PHASE	TOTAL FUNDS	CITY FUNDS
6	Multi-modal Access and Use Planning Study.	In cooperation with Washington Department of Transportation, conduct a study and planning exercise to identify necessary projects to improve pedestrian, bicycle, ADA safety, access and use of US Hwy. 2 and City collector streets. Those improvements may include: coordinated signalization for traffic and ped. crossing, addition of sidewalks, bike lanes, traffic calming features, additional signage, enhanced pedestrian lighting, etc.	2017	75,000	3,750
7	Sidewalk Restoration Program	Construct or repair sidewalks in business and residential areas to improve pedestrian access, ADA accessibility, and reduce potential City liability. Program to use some TBD funding annually and seek grant funding for larger projects to add gaps in sidewalk system, replace existing sidewalk sections that need replacements, or significant sidewalk repair projects.	Annual	$10,000	10,000
8	Residential Street Restoration Program	Asphalt overlay on various streets in the City.	Annual	60,000	60,000

Project Priority #	NAME	DESCRIPTION	PHASE	TOTAL FUNDS	CITY FUNDS
9	Cross Walk Improvement: LINK Transit Station & Hwy. 2	Relocate existing crosswalk to accommodate traffic patterns. Addition of push button activated warning system, barrier free improvements, illumination, and street grade pedestrian refuge. PED/Bicycle Grant Application	2016	TOT: $312,300 PED/BIKE Grant Appl.: $281,000	$31,300
10	Division Street Reconstruction	Reconstruct road, sidewalk, curb and gutter, and street illumination to Barn Beach / Commercial. Design work at 90%. Funding required	2019	900,000	300,000
11	Reconstruction of Front Street with the construction of Plaza - Highway 2 to 9th	Reconstruction of Front Street with addition of Royal Lady Plaza on Front Street.	2018	TBD	TBD
12	Front Street - 9th Street to Division Street	Reconstruction of Front Street: consideration of pedestrian plaza 9th to 10th, consideration of Division and Front Street Intersection, consideration of extension of 10th Street to Hwy. 2.	2017	TBD	20% Match
13	South Wenatchee River Trail Project	South Wenatchee River Trail Project Phase I does not include internal trail system on island, right of way by donation.	TBD	320,000	0
14	Icicle Station Phase II	Planning, engineering, and construction.	TBD	1,400,000	0

Project Priority #	NAME	DESCRIPTION	PHASE	TOTAL FUNDS	CITY FUNDS
15	Titus to Chumstick Collector Street	New roadway construction, right-of-way donation. Development Driven.	TBD	2,100,000	800,000
16	13th Street to the Leavenworth to Wenatchee Trail Phase I	Provide trail connection from existing trail vicinity of 13th Street and Commercial Street to beginning of Leavenworth to Wenatchee Trail.	2017	300,000	50,000
17	US2 Preliminary Design Study	Study of all projects identified as State Highway Projects in Leavenworth's 2009 Comprehensive Transportation Plan. Study ways to improve safety and congestion on SR2 through Leavenworth, WSDOT sponsored.	2016	65,000,000	TBD
18	Chumstick Multi-Use Trail	Construct multi-use path - separated from the road.	2015	678,900	213,900
19	SR2 Bridge Lighting	Replace Street Lights.	TBD	60,000	0
20	Leavenworth to Wenatchee River Trail Project Phase I	Parking lot and trail construction from vicinity Alpensee Strasse and SR2 to west approach Chumstick Creek crossing, right of way donation.	TBD	761,000	421,000
21	US2 Wenatchee River Bridge Cantilevered Sidewalks	Construct cantilevered sidewalks on both sides of SR2, Wenatchee River Bridge to provide wider sidewalks.	2020	850,000	0

Project Priority #	NAME	DESCRIPTION	PHASE	TOTAL FUNDS	CITY FUNDS
22	US2 Signal Improvements (Adaptive Management)	Signal upgrades including installation of cameras and linking of signals - WSDOT Sponsored.	2019	175,000	0
23	Leavenworth Bike Lane Improvements	Add and enhance bike lane markings on Hwy. 2 from Chumstick Hwy. to Riverbend Drive. Add shared lane markings on Front Street – Gustav's to Dan's Market. PED/Bike Application Grant 2014	2015	TOT: $26,184 PED/BIKE Grant Appl.: $23,848	$2336
24	Ski Hill Drive, Highway 2 to Pine	Full Street reconstruction, sidewalks, storm drainage, and water line.	2020	2,800,000	600,000
25	Main Street Reconstruction with Waterfront Park Parking Area	Reconstruction of Main street from Ninth to Waterfront park entrance and improve Waterfront Park Parking area - storm water retention, security lighting and pavement. Plans and specifications at 75%.	2019	TBD	20% Match
26	Front Street Reconstruction - Ninth to Division	Reconstruction of Front Street from 9th to Division Street to account for roadway changes for parking lot entrance, Ice Rink near Division and Pedestrian Plaza area on Front Street from 9th to 10th.	TBD	TBD	20% Match

27	Pine Street to Mine Street to SR2 bypass loop	Construct a City bypass loop utilizing existing roads, Pine Street and Mine Street, with construction of new roadway to connect the existing roadways.	TBD	TBD

Project Priority #	NAME	DESCRIPTION	PHASE	TOTAL FUNDS	CITY FUNDS
1	Pine Street Phase I: Ski Hill Drive to Titus Road.	Phase I: Ski Hill Drive to Titus Road Street Reconstruction, sidewalks, storm drain, and waterline; includes Titus Intersection and ROW resolution.	2018~~6~~	~~3,000,000~~$2.4 M	$243,000~~15-20% match~~
2	Pine Street Phase II: Titus Road to Chumstick	Phase II - Titus Road to Chumstick Hwy.: street reconstruction, sidewalks, storm drain, waterline and sewer, Chumstick and Fir Street Intersection resolution.	2020~~19~~	3,000,000	15 – 20% match
3	Residential Street Restoration Project: Whitman (Ski Hill Drive to Woodward)	Grind and Overlay of Asphalt	2017	$179,300 TIB: $170,300	$9,000
4	Residential Street Restoration Project: Commercial Street (3rd to Joseph	Grind and Overlay of Asphalt	2017	$323,000 TIB: $306,700	$16,300

Comment [JW1]: Add Current Costs

Comment [JW2]: Add Current Costs

Project Priority #	NAME	DESCRIPTION	PHASE	TOTAL FUNDS	CITY FUNDS
~~3~~	~~Commercial Street Reconstruction – 3rd to 8th Street~~	~~Reconstruct road, sidewalks, illumination, storm sewer, and watermain replacement. Design Work Completed. Secure Funding. Funding secured STP/TIB~~	~~2015~~	~~TOT:$1,445,630 TIB:$681,625 STP:$620,637~~	~~$143,268~~
4~~5~~	SR2 Parking Lot / Transit	Continuing construction and improvement to parking lot and transit location of existing parking lots. ~~Future property purchases may also be considered.~~	2016~~5~~	650,000	TBD
6	Cross Walk Improvement: LINK Transit Station & Hwy. 2	Relocate existing crosswalk to accommodate traffic patterns. Addition of push button activated warning system, barrier free improvements, illumination, and street grade pedestrian refuge. PED/Bicycle Grant Application	2017	TOT: $1,644,176 PED/BIKE Grant Appl.: $475,500	$1,168,876 LID: $960,00 CITY: $208,876
~~5~~7	Cross Walk Improvement: City Pool/Gustav & Hwy. 2	Relocate existing crosswalk to accommodate traffic patterns. Addition of push button activated warning system, barrier free improvements, illumination, and street grade pedestrian refuge. PED/BICYCLE DOT GRANT 2014 Application	~~TBD~~2017	TOT: $247,300 PED/BIKE Grant Appl.: $222,500	$24,800
~~4~~8	Chumstick Multi-Use Trail	Construct multi-use path - separated from the road. Addition of Water/Sewer Transmission Lines, Lift Station and Aux. Generator	2016	678,900	213,900

Comment [JW3]: Funding/Project Costs?

~~6~~9	Multi-modal Access and Use Planning Study.	In cooperation with Washington Department of Transportation, conduct a study and planning exercise to identify necessary projects to improve pedestrian, bicycle, ADA safety, access and use of US Hwy. 2 and City collector streets. Those improvements may include: coordinated signalization for traffic and ped. crossing, addition of sidewalks, bike lanes, traffic calming features, additional signage, enhanced pedestrian lighting, etc.	2019~~7~~	75,000	3,750
~~7~~10	Sidewalk Restoration Program	Construct or repair sidewalks in business and residential areas to improve pedestrian access, ADA accessibility, and reduce potential City liability. Program to use some TBD funding annually and seek grant funding for larger projects to add gaps in sidewalk system, replace existing sidewalk sections that need replacements, or significant sidewalk repair projects.	Annual	$10,000	10,000
11~~8~~	Residential Street Restoration Program	Asphalt overlay on various streets in the City. List of Future Projects: Orchard Street (Pine to Evans) Scholze Street (Commercial to Enchantment Way) Benton Street (Ski Hill to Evans) 14th Street (Front to Commercial)	Annual	60,000	60,000

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Project Priority #	NAME	DESCRIPTION	PHASE	TOTAL FUNDS	CITY FUNDS
~~9~~	~~Cross Walk Improvement: LINK Transit Station & Hwy. 2~~	~~Relocate existing crosswalk to accommodate traffic patterns. Addition of push button activated warning system, barrier free improvements, illumination, and street grade pedestrian refuge. PED/Bicycle Grant Application~~	~~2016~~	~~TOT: $312,300 PED/BIKE Grant Appl.: $281,000~~	~~$31,300~~
~~10~~12	Division Street Reconstruction	Reconstruct road, sidewalk, curb and gutter, and street illumination to Barn Beach / Commercial. Design work at 90%. Funding required	2019	900,000	300,000
~~11~~13	Reconstruction of Front Street with the construction of Plaza - Highway 2 to 9th	Reconstruction of Front Street with addition of ~~Royal Lady~~Park Plaza on Front Street.	~~2018~~2020	TBD	TBD
~~12~~14	Front Street - 9th Street to Division Street	Reconstruction of Front Street: consideration of pedestrian plaza 9th to 10th, consideration of Division and Front Street Intersection, consideration of extension of 10th Street to Hwy. 2.	~~2017~~2022	TBD	20% Match
~~13~~15	South Wenatchee River Trail Project	South Wenatchee River Trail Project Phase I does not include internal trail system on island, right of way by donation.	TBD	320,000	0
~~14~~16	Icicle Station Phase II	Planning, engineering, and construction.	TBD	1,400,000	0

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Project Priority #	NAME	DESCRIPTION	PHASE	TOTAL FUNDS	CITY FUNDS
~~15~~17	Titus to Chumstick Collector Street	New roadway construction, right-of-way donation. Development Driven.	TBD	2,100,000	~~800,000~~TBD
~~16~~18	13th Street to the Leavenworth to Wenatchee Trail Phase I	Provide trail connection from existing trail vicinity of 13th Street and Commercial Street to beginning of Leavenworth to Wenatchee Trail.	2017	300,000	50,000
~~17~~19	US2 Preliminary Design Study	Study of all projects identified as State Highway Projects in Leavenworth's 2009 Comprehensive Transportation Plan. Study ways to improve safety and congestion on SR2 through Leavenworth, WSDOT sponsored.	2016	65,000,000	TBD
~~18~~	~~Chumstick Multi-Use Trail~~	~~Construct multi-use path – separated from the road.~~	~~2015~~	~~678,900~~	~~213,900~~
~~19~~20	SR2 Bridge Lighting	Replace Street Lights.	TBD	60,000	0
~~20~~21	Leavenworth to Wenatchee River Trail Project Phase I	Parking lot and trail construction from vicinity Alpensee Strasse and SR2 to west approach Chumstick Creek crossing, right of way donation.	TBD	761,000	421,000
~~21~~22	US2 Wenatchee River Bridge Cantilevered Sidewalks	Construct cantilevered sidewalks on both sides of SR2, Wenatchee River Bridge to provide wider sidewalks.	2020	850,000	0

Comment [JW4]: Add Current Costs

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Project Priority #	NAME	DESCRIPTION	PHASE	TOTAL FUNDS	CITY FUNDS
~~22~~23	US2 Signal Improvements (Adaptive Management)	Signal upgrades including installation of cameras and linking of signals - WSDOT Sponsored.	2019	175,000	0
~~23~~24	Leavenworth Bike Lane Improvements	Add and enhance bike lane markings on Hwy. 2 from Chumstick Hwy. to Riverbend Drive. Add shared lane markings on Front Street – Gustav's to Dan's Market. PED/Bike Application Grant 2014	2015	TOT: $26,184 PED/BIKE Grant Appl.: $23,848	$2336
25~~24~~	Ski Hill Drive, Highway 2 to Pine	Full Street reconstruction, sidewalks, storm drainage, and water line.	2022~~0~~	2,800,000	600,000
~~25~~26	Main Street Reconstruction with Waterfront Park Parking Area	Reconstruction of Main street from Ninth to Waterfront park entrance and improve Waterfront Park Parking area - storm water retention, security lighting and pavement. Plans and specifications at 75%.	2023~~19~~	TBD	20% Match
~~26~~	~~Front Street Reconstruction – Ninth to Division~~	~~Reconstruction of Front Street from 9th to Division Street to account for roadway changes for parking lot entrance, Ice Rink near Division and Pedestrian Plaza area on Front Street from 9th to 10th.~~	~~TBD~~	~~TBD~~	~~20% Match~~

27	Pine Street to Mine Street alternate traffic loop~~to SR2 bypass loop~~	Construct a ~~City bypass~~alternate traffic loop utilizing existing roads, Pine Street and Mine Street, with construction of new roadway to connect the existing roadways and provide alternative to Hwy. 2 congestion~~.~~	TBD	TBD	
28	Ski Hill Hwy 2 Intersection Improvements	Construct a roundabout or signal light improvement at the intersection of Hwy. 2 and Ski Hill Drive. Project identified in the 2040 Regional Transportation Improvement Program.	TBD	$580,000	TBD

Project Priority #	NAME	DESCRIPTION	PHASE	TOTAL FUNDS	CITY FUNDS
1	Pine Street Phase I: Ski Hill Drive to Titus Road.	Phase I: Ski Hill Drive to Titus Road Street Reconstruction, sidewalks, storm drain, and waterline; includes Titus Intersection and ROW resolution.	2018	$2.4 M	$243,000
2	Pine Street Phase II: Titus Road to Chumstick	Phase II - Titus Road to Chumstick Hwy.: street reconstruction, sidewalks, storm drain, waterline and sewer, Chumstick and Fir Street Intersection resolution.	2020	3,000,000	15 – 20% match
3	Residential Street Restoration Project: Whitman (Ski Hill Drive to Woodward)	Grind and Overlay of Asphalt.	2017	$179,300 TIB: $170,300	$9,000
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5	SR2 Parking Lot / Transit	Continuing construction and improvement to parking lot and transit location of existing parking lots.	2016	650,000	TBD
6	Cross Walk Improvement: LINK Transit Station & Hwy. 2	Relocate existing crosswalk to accommodate traffic patterns. Addition of push button activated warning system, barrier free improvements, illumination, and street grade pedestrian refuge. PED/Bicycle Grant Application.	2017	TOT: $312,300 PED/BIKE Grant: $281,000	$31,300

Project Priority #	NAME	DESCRIPTION	PHASE	TOTAL FUNDS	CITY FUNDS
7	Cross Walk Improvement: City Pool/Gustav & Hwy. 2	Relocate existing crosswalk to accommodate traffic patterns. Addition of push button activated warning system, barrier free improvements, illumination, and street grade pedestrian refuge. PED/BICYCLE DOT GRANT 2014 Application.	2017	TOT: $247,300 PED/BIKE Grant Appl.: $222,500	$24,800
8	Chumstick Multi-Use Trail	Construct multi-use path - separated from the road. Addition of Water/Sewer Transmission Lines, Lift Station and Aux. Generator.	2016	TOT: $1,644,176 PED/BIKE Grant Appl.: $475,500	$1,168,876 LID: $960,00 CITY: $208,876
9	Multi-modal Access and Use Planning Study.	In cooperation with Washington Department of Transportation, conduct a study and planning exercise to identify necessary projects to improve pedestrian, bicycle, ADA safety, access and use of US Hwy. 2 and City collector streets. Those improvements may include: coordinated signalization for traffic and ped. crossing, addition of sidewalks, bike lanes, traffic calming features, additional signage, enhanced pedestrian lighting, etc.	2019	75,000	3,750
10	Sidewalk Restoration Program	Construct or repair sidewalks in business and residential areas to improve pedestrian access, ADA accessibility, and reduce potential City liability. Program . to add gaps in sidewalk system, replace existing sidewalk or other significant sidewalk repair projects.	Annual	$10,000	10,000

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Project Priority #	NAME	DESCRIPTION	PHASE	TOTAL FUNDS	CITY FUNDS
11	Residential Street Restoration Program	Asphalt overlay on various streets in the City. List of Future Projects: Orchard Street (Pine to Evans) Scholze Street (Commercial to Enchantment Way) Benton Street (Ski Hill to Evans) 14th Street (Front to Commercial)	Annual	60,000	60,000
12	Division Street Reconstruction	Reconstruct road, sidewalk, curb and gutter, and street illumination to Barn Beach / Commercial. Design work at 90%. Funding required.	2019	900,000	300,000
13	Reconstruction of Front Street with the construction of Plaza - Highway 2 to 9th	Reconstruction of Front Street with addition of Park Plaza on Front Street.	2020	TBD	TBD
14	Front Street - 9th Street to Division Street	Reconstruction of Front Street: consideration of pedestrian plaza 9th to 10th, consideration of Division and Front Street Intersection, consideration of extension of 10th Street to Hwy. 2.	2022	TBD	20% Match
15	South Wenatchee River Trail Project	South Wenatchee River Trail Project Phase I does not include internal trail system on island, right of way by donation.	TBD	320,000	0

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Project Priority #	NAME	DESCRIPTION	PHASE	TOTAL FUNDS	CITY FUNDS
16	Titus to Chumstick Collector Street	New roadway construction, right-of-way donation. Development Driven.	TBD	2,100,000	TBD
17	13th Street to the Leavenworth to Wenatchee Trail Phase I	Provide trail connection from existing trail vicinity of 13th Street and Commercial Street to beginning of Leavenworth to Wenatchee Trail.	2017	300,000	50,000
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19	SR2 Bridge Lighting	Replace Street Lights.	TBD	60,000	0
20	Leavenworth to Wenatchee River Trail Project Phase I	Parking lot and trail construction from vicinity Alpensee Strasse and SR2 to west approach Chumstick Creek crossing, right of way donation.	TBD	761,000	421,000
21	US2 Wenatchee River Bridge Cantilevered Sidewalks	Construct cantilevered sidewalks on both sides of SR2, Wenatchee River Bridge to provide wider sidewalks.	2020	850,000	0
22	US2 Signal Improvements (Adaptive Management)	Signal upgrades including installation of cameras and linking of signals - WSDOT Sponsored.	2019	175,000	0

Project Priority #	NAME	DESCRIPTION	PHASE	TOTAL FUNDS	CITY FUNDS
23	Ski Hill Drive, Highway 2 to Pine	Full Street reconstruction, sidewalks, storm drainage, and water line.	2022	2,800,000	600,000
24	Main Street Reconstruction with Waterfront Park Parking Area	Reconstruction of Main street from Ninth to Waterfront park entrance and improve Waterfront Park Parking area - storm water retention, security lighting and pavement. Plans and specifications at 75%.	2023	TBD	20% Match
25	Pine Street to Mine Street alternate traffic loop	Construct a alternate traffic loop utilizing existing roads, Pine Street and Mine Street, with construction of new roadway to connect the existing roadways and provide alternative to Hwy. 2 congestion.	TBD	TBD	
26	Ski Hill Hwy 2 Intersection Improvements	Construct a roundabout or signal light improvement at the intersection of Hwy. 2 and Ski Hill Drive. Project identified in the 2040 Regional Transportation Improvement Program.	TBD	$580,000	TBD

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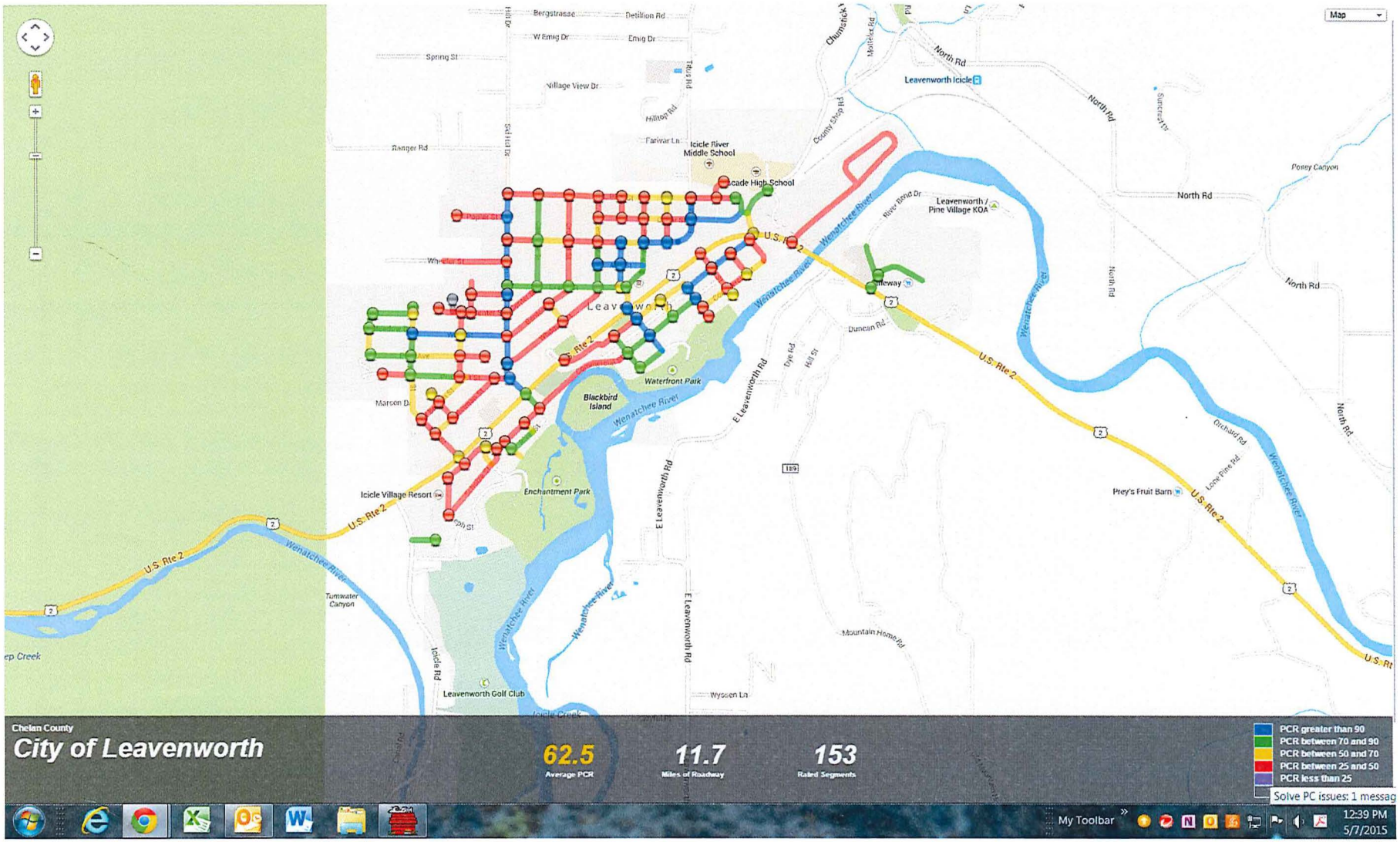

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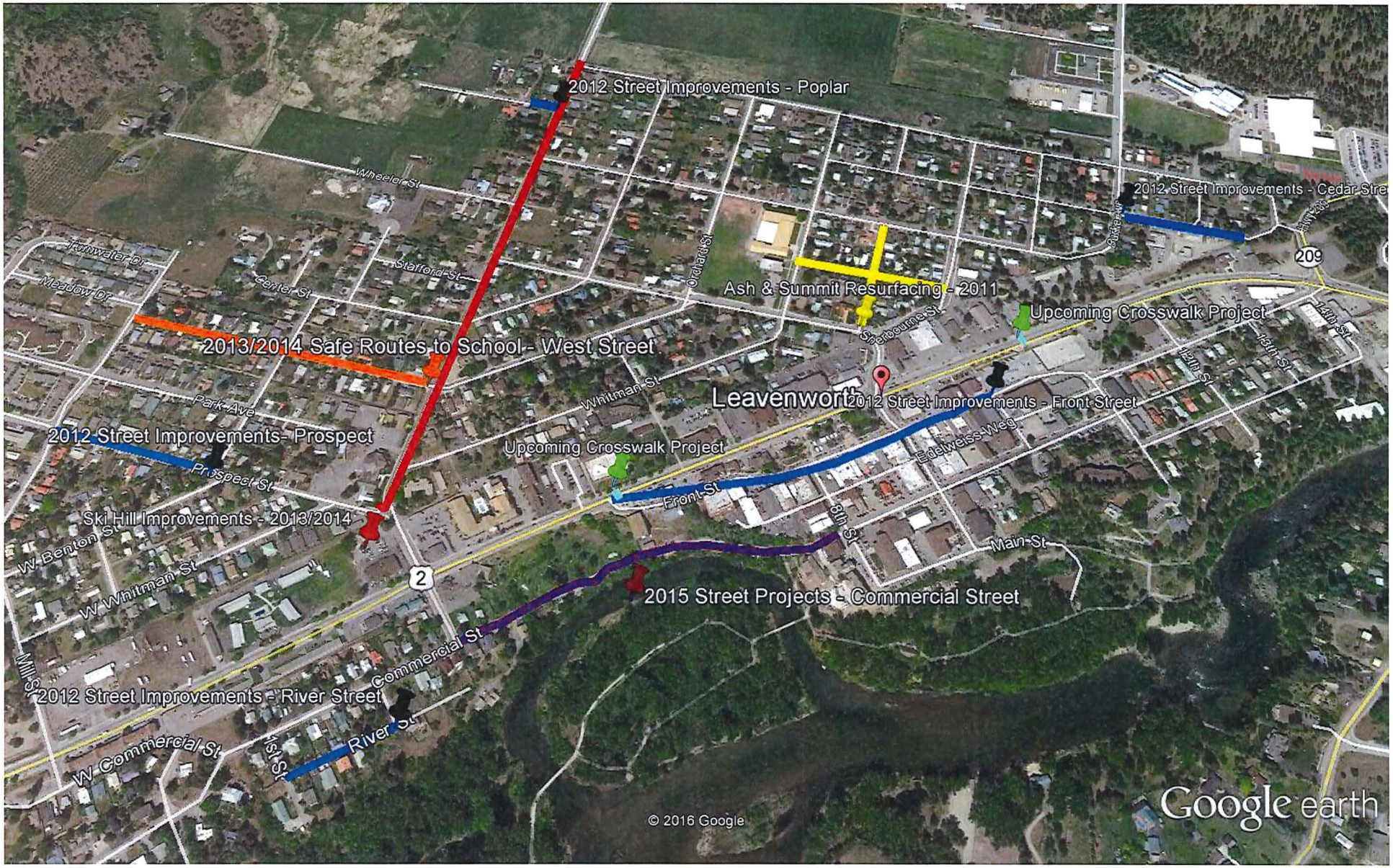

Google earth

feet 2000

meters 800

2011 to 2016 Actual Utility Rate Increases compared to the Suggested Rate Increase from the Utility Rate Study

Due to the completion of the Rate Study in December 2011 there were no rate increase suggestions for 2011.
Negative figures means the City exceeded the suggested rates, black means the City fell short of the suggested rates.

	2011	2012	2013	2014	2015	2016	Total less 2011 Rates
GARBAGE							
Suggested Rate		5.0%	5.0%	5.0%	5.0%	3.0%	23.0%
Actual Rate	0.0%	5.0%	5.0%	5.0%	0.0%	0.0%	15.0%
Difference		0.0%	0.0%	0.0%	5.0%	3.0%	8.0%
WATER							
Suggested Rate		4.0%	6.0%	6.0%	5.0%	3.5%	24.5%
Actual Rate	4.4%	0.0%	6.0%	6.0%	10.0%	2.0%	24.0%
Difference		4.0%	0.0%	0.0%	-5.0%	1.5%	0.5%
SEWER							
Suggested Rate		1.5%	4.0%	5.5%	5.5%	5.5%	22.0%
Actual Rate	4.4%	1.5%	4.0%	5.5%	4.0%	0.0%	15.0%
Difference		0.0%	0.0%	0.0%	1.5%	5.5%	7.0%
STORMWATER							
Suggested Rate by $	$ -	$1.50	$2.00	$2.50	$3.00	$3.50	
Actual Rate by $			$1.50	$2.00	$2.50	$2.50	
Suggested Rate		150.0%	33.0%	25.0%	20.0%	16.7%	244.7%
Actual Rate	0.0%	0.0%	150.0%	33.0%	25.0%	0.0%	208.0%
Difference		150.0%	-117.0%	-8.0%	-5.0%	16.7%	36.7%
ALL UTILITIES COMBINED							
Suggested Rate		160.5%	48.0%	41.5%	35.5%	28.7%	314.2%
Actual Rate	8.8%	6.5%	165.0%	49.5%	39.0%	2.0%	262.0%
Difference		154.0%	-117.0%	-8.0%	-3.5%	26.7%	52.2%

In 2012 Water increased 6% for 6 months then dropped 6% for six months - net effect is 0% for total year.

Notes on Capital in each fund:

Garbage: Capital Expenditures 2012 - 2016 are exceeding the expenditures developed in the 2011 Utility Rate Study by $9,409.

Water: Capital Expenditures 2012 - 2016 are exceeding the expenditures developed in the 2011 Utility Rate Study by $27,857; if including all water rights litigation the amount is $264,903.

Sewer: Capital Expenditures 2012 - 2016 are $2,197,192 less than those forecasted within the 2011 Utility Rate Study; this is due to South Interceptor/Meadowlark/TMDL Improvements being on hold - removing these puts the capital below the plan by about $65,000.

Stormwater: Capital Expenditures 2012 - 2016 are $1,276,187 less than those forecasted within the 2011 Utility Rate Study; this is due to Front St, Division St, Pine St, Commercial St, Meadowlark - removing all of these puts the capital below the plan by $5,000.

2012 - 2014 Revenues vs. Expenditures

		2012 Actual	2013 Actual	2014 Budget
GARBAGE				
Expenses:	Operations	552,816	618,097	608,989
	Debt	12,994	12,994	12,994
	Capital	27,525	36,224	26,500
Revenues:	Collections	550,409	597,390	620,813
	Difference	(42,926)	(69,924)	(27,670)
WATER				
Expenses:	Operations	867,965	827,630	858,582
	Debt	290,528	288,875	376,662
	Capital	380,490	721,406	185,000
Revenues:	Collections & Taps	1,068,101	1,142,418	1,186,162
	Difference	(470,883)	(695,494)	(234,082)
SEWER				
Expenses:	Operations	858,718	857,522	963,835
	Debt	293,581	371,890	292,942
	Capital	169,898	69,064	143,000
Revenues:	Collections & Taps	1,207,497	1,383,927	1,290,313
	Difference	(114,699)	85,450	(109,464)

* 2013 Debt Included Clennon Payout

STORMWATER				
Expenses:	Operations	0	4,724	15,689
	Debt	0	0	5,553
	Capital	0	0	45,740
Revenues:	Collections & Taps	0	27,149	49,580
	Difference	0	22,425	(17,402)

Tap In Fees /Buy-in/ System Development Charges

		2008 Actual	2009 Actual	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 thru August
	Water	52,444	8,410	44,203	73,588	36,217	58,036	158,651
	Sewer	13,307	22,869	29,700	40,297	37,812	142,541	75,395
Capital Expenses								
	Water/Sewer	3,024,666	96,962	57,111	118,413	-	-	-
	Water	-	-	-	-	380,490	721,406	74,369
	Sewer	-	-	-	-	169,898	69,064	66,508
Tap Fees Less Capital		(2,958,915)	(65,683)	16,792	(4,528)	(476,359)	(589,893)	93,169
Collections								
	Water	887,818	937,224	961,155	1,002,262	1,031,884	1,084,381	793,242
	Sewer	1,023,160	1,067,893	1,103,892	1,177,789	1,169,686	1,241,385	916,292

Base Rates	2013	2014	2015	Dollar Change 2014 to 2015	2016	Dollar Change 2015 to 2016
Garbage	24.25	25.50	26.75	1.25	27.60	0.85
Water 3/4 Meter	49.80	52.80	55.45	2.65	57.40	1.95
Sewer	50.70	53.50	56.45	2.95	59.55	3.10
Stormwater	1.50	2.00	2.50	0.50	3.00	0.50
Total	126.25	133.80	141.15	7.35	147.55	6.40

2016 Utility Rate Study Expenses Included in Budget

Garbage	Water	Sewer	Stormwater	Total
$ 15,000	$ 20,000	$ 20,000	$ 15,000	$ 70,000

Chapter 12.28
MOUNTAIN VIEW CEMETERY REGULATIONS

Sections:

12.28.010 Definitions.

12.28.020 General supervision of cemetery.

12.28.030 Rates and fees.

12.28.040 Interments and disinterments – Subject to laws.

12.28.050 Interments on holidays and Sundays prohibited.

12.28.060 Notice required.

12.28.070 Authorization to inter.

12.28.080 Concrete or steel liner/grave box required.

12.28.090 Location of interment space.

12.28.100 Orders given by telephone.

12.28.110 City reserves right to correct.

12.28.120 Delays in interments caused by protests – City not liable.

12.28.130 City not liable for identity or permit.

12.28.140 No memorial permitted unless property paid for.

12.28.150 Interment of more than one body allowed when.

12.28.155 Interment of one body and one cremains allowed.

12.28.160 City's equipment must be used.

12.28.170 Removal for profit prohibited.

12.28.180 Care in removal – City not liable for damages.

12.28.190 Payment of service charges.

12.28.200 Property rights of plot owners.

12.28.210 Transfers or assignments of plots.

12.28.220 Control of work by city.

12.28.230 Decoration of plots.

12.28.240 Roadways and replatting.

12.28.250 Conduct of persons within the cemetery.

12.28.260 Protection against loss or damages.

12.28.270 Memorials.

12.28.280 Certificate and rules and regulations sole agreement.

12.28.290 Modifications and amendments.

12.28.010 Definitions.

A. "Cemetery" means the burial park, for earth interments of human remains and/or human cremains.

B. Plot, Grave and Niche Defined. "Plot" means space in the cemetery used, or intended to be used, for the interment of human remains. The term includes and applies to one or more than one adjoining grave. "Grave" means a space of ground in a burial park used or intended to be used for burial. "Niche" means a space in a columbarium used, or intended to be used for interment of cremated human remains.

C. "Interment" means the disposition of human remains or cremains by burial.

D. "City" means the city of Leavenworth.

E. "Memorial" means a monument, marker, tablet, headstone or tombstone that shall be flush with the ground. No upright or memorials that extend above the surface of the lawn shall be permitted. This definition applies only to individual burials. [Ord. 1023 § 1, 1996; Ord. 924 § 1, 1992.]

12.28.020 General supervision of cemetery.

A. Cemetery Management in Charge of Funeral. All funerals, on reaching the cemetery, shall be under the supervision of the ~~cemetery superintendent as designated by the Leavenworth city administrator.~~ Public Works Director, or his/her designee.

B. Casket, Or Urn Not to Be Opened or Body Touched Without Consent. Once the funeral service is completed and the casket or urn is placed ~~in the grave~~, the city reserves the right to refuse permission to anyone to open the casket or urn, or to touch the body without consent of the legal representative of the deceased or without a court order; provided, that in the event necessity requires, the city may take appropriate steps to correct any obnoxious or improper conditions. [Ord. 1023 § 2, 1996; Ord. 924 § 2, 1992.]

12.28.030 Rates and fees.

Effective January 1, 1999, prices for cemetery services, cemetery lots and niches in Mountain View Cemetery shall be set by resolution of the Leavenworth city council from time to time and said rates and fees shall be on file at the office of the city clerk-treasurer. [Ord. 1103 § 1, 1998; Ord. 1023 § 3, 1996; Ord. 973 § 1, 1995; Ord. 924 § 3, 1992.]

12.28.040 Interments and disinterments – Subject to laws.

Besides being subject to the rules and regulations set out in this chapter, all interments, disinterments and removals are made subject to the orders and laws of the properly constituted authorities of the city, county and state. [Ord. 924 § 4(A), 1992.]

12.28.050 ~~Interments on holidays and Sundays prohibited.~~Hours of Interments

No interments, disinterments, removals or interment service shall be permitted on Sundays, or on any designated city holidays except in the case of contagious disease as directed by the health department. Funeral Directors shall be required to conclude interments, inurnments, and services by the time specified herein and direct those attending to leave the cemetery within thirty (30) minutes after the conclusion of the service. All interments, inurnments and services must be concluded and those attending leave the cemetery not later than 3:00 p.m. Monday through Friday, or 12:00 p.m. on Saturday.[Ord. 924 § 4(B), 1992.]

12.28.060 Notice required.

The right is reserved by the city to insist upon at least ~~24~~ 48 hours' notice before any interment, at least one week's notice prior to any disinterment or removal. The city may refuse to make an interment until a more expedient time if the remains arrive at the cemetery entrance after ~~4:00~~ 2:30 p.m., or if too many funerals arrive at the same hour. All instructions as to interments must be given in writing to the Public Works Director or his/her designee at least 48 hours prior to placement. [Ord. 924 § 4(C), 1992.]

12.28.070 Authorization to inter.

The city may inter or open a plot for any purpose on proper authorization by any plot owner of record or authorized agent, unless there are written instructions to the contrary on file in the office. [Ord. 924 § 4(D), 1992.]

12.28.080 Concrete or steel liner/grave box required.

The casket in every earth interment shall be enclosed in a concrete liner/grave box, or concrete or steel vault that is acceptable to the city. No interment or inurnment will be permitted in the cemetery without a city approved concrete liner. Skilled vault operators must be provided and paid by the lot owner for the handling and sealing of the vault. Handling and sealing of the vault must be performed under the supervision of a licensed funeral home.[Ord. 924 § 4(E), 1992.]

12.28.090 Location of interment space.

When instructions from the plot owner regarding the location of an interment space in a plot cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, the ~~cemetery superintendent, as designated by the Leavenworth city administrator~~ Public Works Director or his/her designee, may, in his or her discretion, open it in such location in the plot as he or she deems best and proper so as not to delay the funeral. The city shall not be liable in damages for an error made in conduct of such activity. [Ord. 1023 § 4, 1996; Ord. 924 § 4(F), 1992.]

12.28.100 Orders given by telephone.

The city shall not be held responsible for any order given by telephone, or for any mistake occurring from the want of precise and proper instructions as to the particular space, size and location in a plot where interment is desired. [Ord. 924 § 4(G), 1992.]

12.28.110 City reserves right to correct.

The city reserves, and shall have, the right to correct any errors that may be made by it either in making interments, disinterments or removals, or in the description, transfer or conveyance of any interment property, either by cancelling such conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible, or as may be selected by the city, or, in the sole discretion of the city, by refunding the amount of money paid on account of said purchase. In the event the error shall involve the interment of the remains of any person in such property, the city reserves, and shall have the right to remove and reinter the remains to such other property of equal value and similar locations as may be substituted and conveyed in lieu thereof. The city shall also have the right to correct any errors made by placing an improper inscription, including an incorrect name or date on the memorial. [Ord. 924 § 4(H), 1992.]

12.28.120 Delays in interments caused by protests – City not liable.

The city shall be in no way liable for any delay in the interment of a body where a protest to the interment has been made, or where the rules and regulations have not been complied with; and, further, the city reserves the right, under such circumstances, to refuse to accept the body for interment until the full rights have been determined. The city may require any protest to be in writing and filed in the office of the city clerk-treasurer. [Ord. 924 § 4(I), 1992.]

12.28.130 City not liable for identity or permit.

The city shall not be liable for the interment permit nor for the identity of the person sought to be interred. [Ord. 924 § 4(J), 1992.]

12.28.140 No memorial permitted unless property paid for.

No memorial shall be permitted or placed in or on any property not fully paid for, except by special consent of the city in writing in each and every case, and, in the event such consent is given, any and all memorials placed in or on the property shall be considered temporary. The city, further, shall have the right to remove any memorial that may have been placed on said property. [Ord. 924 § 4(K), 1992.]

Holds may be placed on cemetery plots for no more than one (1) week. If the time allotted expires, the hold on the plot will be released and made available for purchase. No payment is necessary to place a hold.

12.28.150 Interment of more than one body allowed when.

Not more than one body shall be interred in one grave. ~~unless such grave has been purchased with the written agreement that more than one body may be interred, except by written consent of the city, and provided proper identification is made of such interment or interments on one regulation memorial or marker. [Ord. 924 § 4(L), 1992.]~~

12.28.155 Interment of one body and one cremains allowed.

~~A cremains may be interred in a grave with one body with the consent of the owner or guardian. [Ord. 1023 § 5, 1996.]~~ There shall be allowed only one burial and one cremation interred in one grave, or two cremations in one grave or niche module. At the time more than one interment/inurnment is placed, the city will charge an~~d~~ extended use fee.

12.28.160 City's equipment must be used.

Tents, artificial grass, lowering devices and other equipment owned by the city shall be used exclusively in making interments, disinterments and removals, except in the case ~~s~~ of vaults or otherwise with written consent of the city. [Ord. 924 § 4(M), 1992.]

12.28.170 Removal for profit prohibited.

Removal, by the heirs, of a body so that the plot may be sold for profit to themselves, or removal contrary to the expressed or implied wish of the original plot owner, is repugnant to the ordinary sense of decency and is absolutely forbidden. [Ord. 924 § 4(N), 1992.]

12.28.180 Care in removal – City not liable for damages.

The city shall exercise due care in making a disinterment and removal, but it shall assume no liability for damage to any casket or burial case incurred in making the disinterment and removal. [Ord. 924 § 4(O), 1992.]

12.28.190 Payment of service charges.

The charges for the cemetery services must be paid at the time of the issuance of the order of interment or disinterment and removal. [Ord. 924 § 4(P), 1992.] All charges related to the opening and closing of graves shall be made directly to the City of Leavenworth Finance Department by the funeral directors or others requesting the service.

12.28.200 Property rights of plot owners.

A. Interment Rights of Plot Owners.

1. All plots conveyed to individuals are presumed to be the sole and separate property of the owner named in the instrument of conveyance. The spouse of an owner of any plot containing more than one interment space has a vested right of interment of his remains in the plot and any person thereafter becoming the spouse of the owner has a vested right of interment of his remains in the plot if more than one interment space is unoccupied at the time the person becomes the spouse of the owner.

2. No conveyance or other action of the owner without the written consent or joinder of the spouse of the owner divests the spouse of a vested right of interment, except that a final decree of divorce between them terminated the vested right of interment unless otherwise provided in the decree.

3. In a conveyance to two or more persons as joint tenants, each joint tenant has a vested right of interment in the plot conveyed. Upon death of a joint tenant, the title to the plot held in joint tenancy immediately vests to the survivors, subject to the vested right of interment of the remains of the deceased joint tenant. A vested right of interment may be waived and is terminated upon the interment elsewhere of the remains of the person in whom vested. An affidavit by a person having knowledge of the facts setting forth the fact of the death of the owner and the name of the person or persons entitled to the use of the plot is complete authorization to the city to permit the use of the unoccupied portions of the plot by the person entitled to the use of it.

4. When there are several owners of a plot, or of rights of interment in it, they may designate one or more persons to represent the plot and file written notice of designation with the city. In the absence of such notice or of written objection to so doing, the city is not liable to any owner for interring or permitting an interment in the plot upon the request or direction of any co-owner of the plot.

5. No vested right of interment gives to any person the right to have his remains interred in any interment space in which the remains of any deceased person having prior vested rights of interment have been interred, nor does it give any person the right to have the remains of more

than one deceased person interred in a single interment space in violation of the rules and regulations of the cemetery.

B. Descent of Right of Interment. If no interment is made in an interment plot which has been transferred by certificate of ownership to an individual owner, upon the death of the owner, unless he has disposed of the plot either in his will by a specific devise or by a written declaration filed and recorded in the office of the city clerk-treasurer, the plot descends to the heirs at law of the owner subject to the rights of interment of the decedent and his surviving spouse. [Ord. 924 § 5, 1992.]

12.28.210 Transfers or assignments of plots.

A. Consent of City. No transfer or assignment of any plot, or interest therein, shall be valid until the consent of the city has been endorsed thereon and the same has been recorded on the books of the city.

B. Indebtedness. The city may refuse to consent to a transfer or to an assignment as long as there is any indebtedness due the city from the record plot owner.

C. If the original holder(s) of a cemetery deed is/are deceased and a legitimate direct heir requests that the right of interment in the grave(s) be put into their name(s), the city will request, at a minimum, the following by the ~~heri~~heir(s):

> a. Proof of relationship, i.e., birth certificate, deceased relative's marriage license or birth certificate, etc. A copy of this documentation for the city's cemetery files will also be required.
>
> b. If no proof exists, or if person(s) seeking the transfer is/are not a "direct" heir(s), the city will request for them to produce a notarized letter from at least two (2) different family members, preferably from two different generations, acknowledging that no other family member(s) or other person(s) have an interest in the right of interment. In addition, when the circumstances in "b" exist, the city requires the person(s) seeking to gain interest in interment in the grave(s) to sign a release form, which exempts the city from any claims arriving out of such transfer(s).

D. In the instance of a holder of a cemetery lot certificate wishing to sell or transfer his or her interest in interment to another individual, a notarized statement outlining such is required and will be placed on file at the city clerk's office. All original paperwork from the initial sale of the plot must be made available to the city clerk's office as well.

E ~~C~~. Transfer Charges. ~~The city may fix a charge for all transfers of ownership in plots. No transfer of ownership shall be completed or effective until all charges are paid. [Ord. 924 § 6, 1992.]~~ The city shall charge a transfer fee of fifteen ($15.00) dollars. Rates for these charges are subject to change at the discretion of the city. No transfer of a right of interment under a cemetery lot certificate shall be complete or effective until all fees are paid,

F. Reconveyance. The holder of a cemetery lot certificate shall have the right of burial ~~of the dead only~~ and shall allow no interments for remuneration. Any person holding burial rights and not having used any part of the lot wishing to give up such rights may re-convey the rights to the city and will be paid the amount of the original purchase price, minus a fifteen ($15.00) dollar administrative fee.

12.28.220 Control of work by city.

A. Work to Be Done by City. All grading, landscape work and improvements of any kind, and all care on plots shall be done, and all trees and shrubs and herbage of any kind shall be planted, trimmed, cut or removed, and all openings and closing of plots, and all interments, disinterments, and removals shall be done by the city.

B. City Must Direct and May Remove Improvements. All improvements or alterations of individual property in the cemetery shall be under the direction and approval of the city; and should they be made without its written consent, the city shall have the right to remove, alter or change such improvements or alterations at the expense of the plot owner, or, in any event, at any time, in its judgment, they become unsightly to the eye. [Ord. 924 § 7, 1992.]

12.28.230 Decoration of plots.

A. Floral Regulations. The city shall have authority to remove all floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind from the cemetery as soon as, in the judgment of the ~~cemetery superintendent~~ Public Works Director or his/her designee, they become unsightly, dangerous, detrimental or diseased, or when they do not conform to the standards maintained. The city shall not be liable for floral pieces, baskets or frames in which or to which such floral pieces are attached. The city shall not be liable for lost, misplaced or broken flower vases. The city shall not be responsible for plants, herbage or planting of any kind damaged by the elements, thieves, vandals or by other causes beyond its control. The city reserves the right to regulate the method of decorating plots so that a uniform beauty may be maintained. The city reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs or plants or herbage of any kind, unless it gives its consent.

B. Removal of Floral Frames. Floral frames when removed from the plot site, unless called for within five days by those lawfully entitled to them, may be disposed of by the city in any manner it sees fit.

C. Certain Ornaments Prohibited. The placing of boxes, shells, toys, metal designs, ornaments, chairs, settees, vases, glass, wood or iron cases, and similar articles upon plots shall not be permitted, and, if so placed, the city may remove the same. The city shall at each interment place ~~a~~ one proper in ground floral vase that would remain at the burial plot. A maximum of two vases per cemetery plot will be allowed.

D. Name Plates Subject to Approval. All fittings, adornments, inscriptions and name plates are subject to approval and control of, and acceptance or rejection by, the city. [Ord. 924 § 8, 1992.]

E. No artificial grave decorations shall be placed in the cemetery between March 1st and November 1st of each year.

F. The city is not responsible for reimbursement for any plants or decorations remove d by city staff, or damage that may have been cau~~u~~sed by the maintenance crew.

12.28.240 Roadways and replatting.

A. Right to Replat, Regrade and Use Property. The right and privilege, at any time and from time to time, to resurvey, enlarge, diminish, replat, alter in shape or size, or otherwise to change all or any part, portion or subdivision of the property mapped and platted (including the right to lay out, establish, close, eliminate or otherwise modify or change the location of roads, walks or drives) and to file amended maps or plats thereof, and to use the same for the erection of buildings, or for any purposes or uses connected with, incident to or convenient for the care, preservation or preparation for the disposal or interment of human dead bodies, or other cemetery purposes, together with easements and rights-of-way over and through said premises for, and the right and of installing, maintaining and operating pipelines, conduits or drains for sprinklers, drainage, electric or communication lines, or for any other purposes, is hereby expressly reserved. [Ord. 924 § 9, 1992.]

12.28.250 Conduct of persons within the cemetery.

A. Children. ~~Children under 15 years of age shall not be permitted within the cemetery, or its buildings, unless accompanied by proper persons to take care of them, or except in the attendance of an interment service.~~ Children under the age of sixteen (16) years of age shall not be allowed within the cemetery unless accompanied by a parent or a chaperone at least eighteen (18) years of age. Exceptions to this rule are allowed for persons attending an authorized funeral, placing flowers on a gravesite of a deceased relative or friend, or performing any other customary respect or respectful actions consistent with environment maintained within the cemetery.

B. Flowers, Etc. All persons are prohibited from gathering flowers within the cemetery grounds, either wild or cultivated, or breaking trees, shrubbery or plants, or feeding or disturbing the birds.

C. Refreshments. No person shall be permitted to have refreshments within the cemetery, except as authorized by the city.

D. Loitering Prohibited. Persons other than plot owners or relatives shall not be permitted to loiter in the cemetery, or in any of the buildings.

E. Rubbish. The throwing of rubbish on the drives and paths, or on any part of the grounds, or in the buildings, is prohibited. Receptacles for waste material will be located in convenient places.

F. Automobiles. Automobiles shall not be driven through the grounds at a greater speed than ~~15~~ 5 miles per hour. Automobiles are not allowed to park or to come to a full stop in front of an open grave unless such automobiles are in attendance at the funeral. No vehicle should be driven or parked without permission in any part of the cemetery between the hours of 10:00 p.m. and 6:00 a.m. of each day.

G. Bicycles and Motorcycles. No bicycles or motorcycles shall be admitted to the cemetery except such as may be in attendance at funerals or on business.

H. Peddling or Soliciting. Peddling or solicitation of any kind is strictly forbidden at any time in the cemetery without the approval of the city.

I. Repealed by Ord. 1430. Firearms. No firearms shall be discharged within the cemetery except in special permit from the city or duly constituted authorities.

J. Notices and Advertisements. No signs or notices or advertisements of any kind shall be allowed in the cemetery, unless placed by the city.

K. Enforcement of Cemetery Rules and Regulations. The ~~cemetery superintendent~~ Public Works Director and such other employees as the city may designate are hereby empowered to enforce all rules and regulations, and to exclude from the property of the cemetery any person violating the same. The ~~cemetery superintendent and his assistants~~ Public Works Director and his/her designated employees shall have charge of the grounds and buildings, and shall have control over all persons in the cemetery, including the conduct of funerals, traffic, employees, plot owners and visitors. [Ord. 1430 § 3, 2012; Ord. 924 § 10, 1992.]

L. Animals. It is unlawful to bring, cause, or permit a dog or any animal to enter the cemetery, except service dogs, unless confined inside a vehicle.

12.28.260 Protection against loss or damages.

A. Use of Guards and Nonresponsibility.

1. The city shall have the right to maintain guards if, in its discretion, it deems it necessary but is under no legal obligation to do so.

2. Whether or not guards are used, the city distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially, from damage caused by the elements, and acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral.

B. City May Charge for Unusual Repairs Necessitated by Acts of God, Etc. If any of the conditions listed in subsection (A) of this section happen, then the city shall give a 10-day written notice of the necessity for such repair to the plot owner of record. The notice shall be given by depositing the same in the United States mail addressed to the plot owner of record at

his or her address stated on the books of the city. In the event the plot owner fails to repair the damage within a reasonable time, the city may direct that the repairs be made and charge the expense against the plot and to the plot owner of record. [Ord. 924 § 11, 1992.]

12.28.270 Memorials.

A. Types of Memorial to Be Allowed. Only granite, bronze or marble memorials are permitted in the cemetery. All markers must be, not less than three (3) inches nor larger than four (4) inches thick. All private memorials shall be flush with the ground. No private uprights shall be allowed. No temporary markers will be allowed. No more than one marker per interment/inurnment. No more than two (2) markers per burial plot will be allowed.

B. Placement by City. All memorial tablets must be installed by the city, or an approved designee. A ~~foundation and placement charge~~ setting fee shall be paid before the work is completed. The city will not allow the erection of any memorial unless plots are paid in full. Marker installation may be performed during the period of May through October.

C. Errors in Placing of Memorials. The city reserves and shall have the right to correct any error that may be made by its employees or by any other person or persons in the location or placing of a memorial in the cemetery.

D. Memorial Sizes. All private memorials shall conform to the following size specifications:

1. Infant: eight inches by 16 inches with a four-inch concrete border or 16 inches by 24 inches, all granite.

2. Youth: same as infant.

3. Cremain: 12 inches by 24 inches with a four-inch concrete border or 20 inches by 32 inches, all granite. In the three by four urn garden lots, a 12- by 24-inch memorial may be a single or may be used as a companion for up to four cremains. In the 18 by 24 urn garden lots, an eight by 16 with four-inch concrete border or 12 by 24 all granite or all bronze memorial may be used for a single or may be used as a companion for two cremains.

4. Adult.

a. Single memorial: 12 inches by 24 inches with a four-inch concrete border or 20 inches by 32 inches, all granite.

b. Companion memorial: may be 12 inches by 36 inches with a four-inch concrete border or 20 inches by 44 inches, all granite.

E. Memorial Setting Fees.

(Shall be set by Resolution of the Leavenworth City Council).

	~~Setting Fees~~	~~Foundation and Setting~~
~~12x36 double or companion stone~~	~~$50.00~~	~~$100.00~~
~~12x24 single and urn garden~~	~~40.00~~	~~60.00~~
~~8x16 infant and urn garden~~	~~25.00~~	~~50.00~~

~~Markers supplied by Veterans Association~~

~~Single - $85.00~~

~~Double (12" x 36") - $140.00~~

~~Single & Cremains (12" x 24") - $100.00~~

~~Infant & Cremains (8" x 16") - $85.00~~

~~Veteran's Bronze Marker - No Charge~~

F. Special Plantings. Special plantings and their placement must be approved by the cemetery committee and the city superintendent.

G. Special Memorials. Special memorials, proposed by civic organizations or other groups, may be placed ~~in an upright configuration~~; provided, that they receive approval of the ~~cemetery~~ parks committee and the ~~city superintendent~~ Public Works Director. [Ord. 973 § 2, 1995; Ord. 924 § 12, 1992.]

H. Liability For Damage. The city shall not be held liable for damage to markers, including any damage caused during cemetery maintenance or resulting from city moving or transferring the markers for interment purposes.

12.28.275 Purchase of Lots on Contract. There is established a cemetery fund. The city clerk or the clerk's designee is authorized to enter into agreements with individuals under the terms of which said persons may purchase a cemetery plot at a price specified by the city. Under the terms of said agreement, an initial payment of not less than twenty percent (20%) of the total purchase price, shall be made to the city by such purchaser. Fifteen dollars ($15.00) additional dollars shall be considered a service charge, and a sum equal to the balance of the total purchase price with service fee of said plot shall be paid to the city within twelve (12) months of the date of initial payment, all said payments to be made to the city or designee and placed into the cemetery fund. This agreement shall provide that upon payment of the full purchase price within twelve (12) months, the purchaser will be issued the usual evidence of ownership of said grave by the city. In the event payments, including the service charge, are not made by the purchaser within the twelve (12) month period, the service charge will be retained by the city and the remainder shall be returned to the purchaser and the right to purchase the grave and all interest of the purchaser in the grave shall terminate and the city may sell the grave to other parties at its discretion.

12.28.280 Certificate and rules and regulations sole agreement.

A. Agreement.

1. The certificate of purchase or endowment care agreement and these rules and regulations, and any amendments thereto, shall be the sole agreement between the city and the plot owners.

2. All property owners and persons within the cemetery, and all plots sold, shall be subject to the rules and regulations and subject, further, to such other rules and regulations, amendments or alterations as shall be adopted by the city from time to time; and the reference to these rules and regulations in the certificate of ownership to plots shall have the same force and effect as if set forth in full therein. [Ord. 924 § 13, 1992.]

12.28.290 Modifications and amendments.

A. Exceptions and Modifications. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The city, therefore, reserves the right, without notice, to make exceptions, suspensions or modifications in any of these rules and regulations when, in its judgment, the same appear advisable; and such temporary exception, suspension or modification shall in no way be construed as affecting the general application of such rule.

B. Amendments. The city may, and it hereby expressly reserves the right, at any time or times, to adopt new rules and regulations, or to amend, alter or repeal any rule, regulation, article, section, paragraph or sentence in these rules and regulations. [Ord. 924 § 14, 1992.]

The Leavenworth Municipal Code is current through Ordinance 1505, passed July 28, 2015.

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.

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Chapter 18.68
NONCONFORMING PROVISIONS[1]

Sections:

18.68.010 Purpose and intent.
18.68.020 Establishment.
18.68.030 Nonconforming lots of record.
18.68.040 Nonconforming uses, buildings, structures.
18.68.050 Discontinuance.

18.68.010 Purpose and intent.

Within the districts established by this chapter or amendments that may later be adopted, there may exist lots, uses and structures which were lawful before the ordinance codified in this chapter was passed or amended, but which would be prohibited, regulated or restricted under the terms of this title or future amendments. The purpose of this chapter is to address the legal status of nonconforming uses, buildings/structures, or lots by creating provisions through which a nonconformance may be maintained, altered, reconstructed, expanded or terminated.

It is the intent of this chapter to permit these legal nonconformities to continue until they are removed. It is further the intent of this chapter that nonconformities shall not be enlarged upon, expanded or extended, nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district. Ultimately, it is the intent of this chapter to encourage the discontinuance or termination of nonconformity and the changing of nonconformity to a conforming or more conforming use, building or lot. [Ord. 1111 § 1, 1999.]

18.68.020 Establishment.

The burden of establishing that any nonconformity is a legal nonconformity as defined herein shall, in all cases, be upon the owner of such alleged nonconformity and not upon the city. Determination of the nonconforming status of a lot, use, building or structure is an administrative function of the director. Property owners asserting existing nonconforming status shall submit such information as the director deems necessary to substantiate or document the claim to the existing nonconformance. Documentation submitted by the property owner must ascertain the date the nonconformity was established and that it conformed to the applicable development regulations in effect at that time. Documentation may consist of such historical items as utility statements, property tax bills, real estate contracts, leases, building permits, dated photographs, newspaper clippings and other relevant documentation, when applicable. Unsubstantiated anecdotal evidence cannot be accepted for the determination of existing nonconforming status. [Ord. 1111 § 1, 1999.]

18.68.030 Nonconforming lots of record.

In any district in which single-family dwellings are permitted, a single-family dwelling and allowed accessory buildings may be erected on nonconforming lots of record. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the district, provided all other current regulations of the district shall apply, including, without limitation, required yards/setbacks, lot coverage, density, parking, storm drainage, landscaping, access, and road improvements; variance to these standards shall not be allowed. Nonconforming lots of record which have become more nonconforming due to subsequent action of the owner(s) shall still be allowed to develop if they retain more than 75 percent of the area of the original "lot of record." This is intended to accommodate minor past modifications made to parcels, to allow for infill

development and takes into account those adjustments made prior to the time that the city allowed construction on such parcels and owners were unaware of the ramifications that this could have on the development potential of the lot. Lot reassembly is allowed; however, no lot reassembly which creates awkwardly shaped parcels shall be allowed. [Ord. 1268 (Exh. D), 2005; Ord. 1111 § 1, 1999.]

18.68.040 Nonconforming uses, buildings, structures.

A. A nonconforming use, building and/or structure lawfully established under the Leavenworth Municipal Code (LMC) and which became or becomes nonconforming by amendment to this title may continue as long as it remains otherwise lawful. No nonconforming use, building and/or structure shall be enlarged, increased or extended to occupy a greater area of land, nor shall it be moved in whole or in part to any other portion of the lot or parcel being occupied by such use, at the effective date of the adoption or amendment of the ordinance codified in this title, except as provided for in this chapter.

B. The following provisions shall apply when a nonconforming use is damaged, demolished or destroyed by any means:

1. When a nonconforming use and associated building/structure are damaged by any means, and reconstruction costs do not exceed 75 percent of the value of the building/structure (as determined by using a contractor's estimate for reconstruction and the most recent assessed value as stated in the Chelan County assessor's records, or an appraisal submitted by a licensed real estate appraiser), the nonconforming use, building and/or structure may be replaced or rebuilt as it was immediately prior to the damage, or in a manner that is more conforming. No replacement or reconstruction of a nonconforming building/structure shall be performed without issuance of a development permit(s) as appropriate. The property owner shall provide the information necessary to reasonably assure the review authority that the replacement or reconstruction complies with this section. The review authority may approve replacement or reconstruction in conformance with the submitted and verifiable plans or in a manner that is more conforming to the applicable provisions of the LMC and the district in which the building/structure is located. The proposed replacement or reconstruction cannot be completed in such a manner as to constitute an expansion of the nonconforming use, building and/or structure.

2. Provisions contained within this chapter do not supersede or relieve a property owner from compliance with the requirements of the uniform building and fire codes, and the provisions of the development regulations that are beyond the specific nonconformance addressed by this chapter.

C. Single-family residential dwellings lawfully permitted and established within a commercial district prior to adoption or amendment of this chapter may be maintained, repaired or reconstructed in accordance with the provisions of this chapter, provided the dwelling meets the provisions of Chapters 18.20 and 18.24 LMC. Additionally, accessory buildings which are allowed with single-family residences may be erected, provided the following conditions and/or regulations are complied with:

1. The structure(s) shall meet the applicable provisions of Chapters 18.20 and 18.24 LMC; and

2. The single-family residence has not been converted to a more conforming, nonresidential use at any previous time.

D. The sale or transfer of a nonconforming use or building/structure does not alone affect the right to continue the nonconforming use or use of a nonconforming building/structure.

E. Buildings/structures, lots, required improvements, uses and/or developments which were not legally established or not legally existing as of the effective date of the ordinance codified in this title retain their illegal status and must be abated or fully conform and comply with the procedural and substantive provisions of the LMC.

F. The term "nonconforming use" refers only to the single existing use and does not include all uses which the property could have been used for under a prior zoning ordinance or zoning classification.

G. Nothing in this chapter shall be construed to restrict normal structural repair and maintenance of a nonconforming building/structure, including the replacement of walls, fixtures and plumbing; provided, that the value of work and materials in any 12-month period does not exceed 25 percent of the assessed value of the building/structure, as described in subsection (B)(1) of this section, prior to such work.

H. Expansions of structures that are nonconforming with respect to a required yard may not encroach any further into the required yard, and are limited to extensions adding no more than 25 percent of the length of the original wall as it existed on May 24, 1999, subject to other applicable requirements of the LMC. Nothing in this section will prohibit vertical expansion in the side or rear yards up to the height allowed in the applicable zoning district, provided all other applicable requirements of the LMC are met. Nothing in this section will prohibit vertical expansion in the front yard up to the height allowed in the applicable zoning district if the portion of the nonconforming structure to be expanded is 15 feet or greater from the front property line. If the portion of the nonconforming structure to be expanded is less than 15 feet from the front property line, that portion of the structure can be extended vertically up to 25 percent of the existing height of the structure, provided all other applicable requirements of the LMC are met. [Ord. 1121 § 2, 1999; Ord. 1111 § 1, 1999.]

18.68.050 Discontinuance.

A. A nonconforming use, building and/or structure shall be discontinued when it is:

1. Succeeded by another use, building and/or structure that is more conforming; or

2. Discontinued and not re-established within one year; or

3. Damaged, demolished, removed or destroyed, by any means, to the extent that replacement and/or reconstruction costs exceed 75 percent of its value as described in LMC 18.68.040(B)(1); or

4. Damaged, demolished, removed or destroyed, by any means, to the extent that replacement and/or reconstruction cost does not exceed 75 percent of its value as described in LMC 18.68.040(B)(1) and when a complete application for such replacement and/or reconstruction is not made within one year of such damage.

B. When a nonconforming use becomes discontinued as defined above, it shall be deemed that such use has ceased to exist and thus loses its status as a legal nonconforming use. Any subsequent use shall conform to the provisions of the district in which it is located. [Ord. 1111 § 1, 1999.]

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[1]Prior ordinance history: Ord. 531, as amended by Ords. 551 and 992.

Mobile Version

DRAFT: Goal Development Worksheet (Updated 4/12/2016)

	Goal	Objectives/Initiative
Revenue & Fiscal Health	1. Decisions comply with adopted Financial Policy. 2. Maintain or improve City's A+ bond rating. 3. Revenues should equal expenditures for cost of City's individual utility services. 4.	1. Build reserves. – Capital (new and maintenance), Operating (cash flow), emergency (utility breakdowns)
Infrastructure	1. Compliance with TMDL regulations 2020. 2. Comply with all DOH water regulations 3. Reconstruction of Pine Street Phase 1 & 2 4. Circulation Plan (alternate route) for travel through town 5. Improve quality of multimodal transportation – residential 6. Parking Improvements (Increase/improve) 7. Continuous improvements of utility infrastructure	1. TIB Project asphalt reclaim and preservation Whitman & Commercial Streets (2017) 2. Acquire/Create more parking locations (public & private) 3. Water regulations – meet standards – maintain well/river redundancy – operator certifications 4. Continuous snow removal improvements in efficiency/effectiveness
Economic Development Growth and Vitality	1. Preserve, Promote and grow the Old World Bavarian Theme and enhance the Leavenworth brand. 2. Promote the diversification of the City's economic base. 3. Continue to provide community safety 4. Utilities available for future growth 5. Incentives for cluster/smaller developments 6. Expansion of downtown footprint	1. Incubator – Live/Work Units 2. Zoning review/change 3. Utility system wide (new and upsize) 4. System Development Charges for growth 5. Secure additional water right (SB 6413 and Wenatchee Reserve). 6. Explore options to incentivize cluster / small 7. Enhance park entrances – Waterfront Park 8. Safety – Improve Fire flow / incentives sprinkler: 9. Incentivize life/safety components
Transparency and Accountability	1. Improved communications with citizens using various tools and social media. 2. Report out (metrics) on engagement methods. 3.	1. Post annual audit results. 2. Define metrics/measurements of success. a. Metric on understanding of development process. 3. Additions and Clarity of Website Information: a. Pavement Condition Ratings (PCR) Map

TAB F

		Posting along with scheduled street improvements. b. Flow Chart of Communication. c. Addition update of Planning Maps. d. Addition of cost appropriate enhancements. e. Ability to conduct "Straw Polls". 4. Develop pamphlets on code changes for public understanding of code changes. 5. Survey on Permitting and Development Process (Contracted and performed out of house). 6. Consider Website Redevelopment 7. Consider Website Reorganization
Community Building	1. Promote affordability for cost of government and service rates. 2. Utilities available for future growth. 3. Address housing affordability. 4. Continue to provide a safe space. 5. Improve quality of transportation in residential neighborhood.	1. ADU's / small homes 2. Secure additional water right (SB 6413 and Wenatchee Reserve). 3. 4. 5. a. TIB Project asphalt reclaim and preservation Whitman & Commercial Streets (2017). b. Sidewalk addition Mine Street.

DRAFT

TAB 1

Local Agency A[illegible]es
Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): PACE Engineers, Inc.	
Address: 104 E. 9th Street, Wenatchee, WA 98801-1505	Federal Aid Number: HLP-PB09 (005)
UBI Number: 601 382 789	Federal TIN or SSN Number: 91-1553757
Execution Date:	Completion Date: December 31, 2018
1099 Form Required: ☐ Yes ☑ No	Federal Participation: ☑ Yes ☐ No
Project Title: Chumstick Multi-Use Trail and Utility Extension	
Description of Work: Construction phase services for 2,300 LF of trail with sewer forcemain, lift station, and watermain.	
☐ Yes ☑ No DBE Participation ☐ Yes ☑ No MBE Participation ☐ Yes ☑ No WBE Participation ☐ Yes ☑ No SBE Participation	Maximum Amount Payable: $ 65,640.00

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
~~Exhibit H Liability Insurance Increase~~
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the
hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Joel Walinski
Agency: City of Leavenworth
Address: 700 Hwy 2, PO Box 287
City: Leavenworth State: WA Zip: 98826
Email: cityadministrator@cityofleavenworth.com
Phone: 509.548.5275
Facsimile: 509.548.6429

If to CONSULTANT:
Name: Larry M. Cordes, PE
Agency: PACE Engineers, Inc.
Address: 104 E. 9th Street
City: Wenatchee State: WA Zip: 98801
Email: LarryC@paceengrs.com
Phone: 509.662.1762
Facsimile: 509.662.4324

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

   The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E", will remain in effect for the twelve (12) month period.

   Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

   The fixed fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

   The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

   The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.

B. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

F. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

   An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Joel Walinski
Agency: City of Leavenworth
Address: 700 Hwy 2, PO Box 287
City: Leavenworth State: WA Zip: 98826
Email: cityadministrator@cityofleavenworth.com
Phone: 509.548.5275
Facsimile: 509.548.6429

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/ or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature	Date
Signature	Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Project No.

EXHIBIT A SCOPE OF WORK
CONSTRUCTION ADMINISTRATION
City of Leavenworth

Chumstick Multi-Use Trail & Utility Extension

The City of Leavenworth is proposing to construct a pedestrian trail to the limits of the approved Urban Growth Boundary and extend water and sanitary sewer to the MEND housing development located on Chumstick Highway. The multi-use trail will be funded by the WSDOT Pedestrian and Bicycle Safety Program and the Surface Transportation Program (STP). A Local Improvement District will fund the water and sewer extensions.

The design and construction documents for the project were prepared by PACE under a separate design phase agreement. The following scope of work will provide engineering support and construction administration during the construction phase in accordance with the WSDOT Local Agency Guidelines (LAG) Manual.

PROJECT TASKS

Task 1 - Construction Administration

1.1. Project Management - Provide general project management/administrative services consisting of addressing Local Programs comments, staff coordination, project oversight, budget tracking, schedule monitoring, quality reviews, status meetings, and preparation of monthly status reports.

1.2. Construction Administration & Monitoring

1.2.1. Documentation Review Meeting – Meet with contractor to review WSDOT contract documentation requirements.

1.2.2. Preconstruction Conference – Conduct a preconstruction conference to review the construction scope, schedule, and administrative procedures. Prepare and distribute minutes.
Note – City shall provide a minimum of 24 hours' notice to PACE for all meetings requiring PACE staff attendance.

1.2.3. Issue Notice to Proceed – Upon City approval prepare and issue a Notice to Proceed to the contractor. Notice to Proceed will specify contract time and completion date.

1.2.4. Administration – Review submittals, track schedule, respond to requests for information and field changes. Review change order requests and provide recommendations for approval, revision, or rejection. Review contractor pay requests and submit for City approval.

1.2.5. Monitoring – Conduct regular construction meetings with Resident Inspector, City staff, and Contractor to review progress and schedule. Conduct site visits as requested and as necessary to monitor progress and work quality. Document non-conforming activities or conditions and notify Contractor lead. Maintain progress records, observation reports, field orders, and Contractor correspondence in an orderly manner throughout the project. Prepare and issue monthly progress reports.

Agreement Number:

1.2.6. Inspections – Conduct final inspection(s) with WSDOT Local Program and City staff and prepare a remaining work summary. Establish substantial completion, physical completion, and warranty dates. Recommend City acceptance of physical completion when appropriate.

1.2.7. Construction Materials Testing – Conduct construction materials testing as specified in the contract documents.
Note – Construction materials testing services to be provided by CSI: Construction Special Inspection as a subconsultant to PACE Engineers.

1.2.8. Wage & Materials Compliance – Collect certified payrolls and conduct prevailing wage interviews. Review and recommend approval of Contractor's Request to Sublet Work. If applicable conduct on-site Disadvantaged Business Enterprise (DBE) and Equal Employment Opportunity (EEO) review and submit quarterly reports. Check construction materials for compliance with Buy America requirements.

1.2.9. Closeout – Prepare closeout documentation for final payment. Prepare Public Works Contract Notice of Completion to Department of Revenue and verify contractor compliance with all retainage release requirements. Establish contract completion date when appropriate.

1.3. Record Drawings – Prepare record drawings based on contractor provided as-built information.

1.4. Notice of Termination – Issue construction stormwater permit Notice of Termination.
Note – Z Engineers will be a subconsultant to PACE for construction administration and monitoring services related to the electrical and controls components associated with the water and sewer extensions.

Task 1 Deliverables

1. Monthly status reports summarizing engineering fee budget, construction contract status, and schedule.
2. Construction documentation compiled in bound hardcopy consisting of:
   a. Meeting minutes, requests for information, submittal logs, materials certifications, contractor pay requests, change order, closeout documentation, materials testing reports, and other pertinent records as required by federal funding and WSDOT.
   b. Prevailing wage, DBE, EEO, and other federal funding compliance documentation.
   c. Record drawings

Unless otherwise indicated all deliverables will be provided in electronic PDF. Hard copies can be provided if requested and at time and expense.

Project No.

ASSUMPTIONS

This scope of work assumes the following:

1. City will provide a Resident Inspector with experience and qualifications acceptable to PACE.
2. City is responsible for distributing the preconstruction conference notice to all affected and interested agencies.
3. All construction staking will be the responsibility of the contractor.
4. Fee estimate is based on an estimated twelve week construction period.

FEE

The scope of work will be provided on a time and expense basis per the negotiated hourly rate schedule included as an exhibit.

SCHEDULE

It is understood a fall 2015 bid and summer-fall 2016 construction is desired. PACE and the City will establish a mutually agreeable schedule to meet this objective.

Agreement Number:

Exhibit B
DBE Participation

Does not apply

Agreement Number:

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AutoCAD-Compatible Drawing Files

B. Roadway Design Files

AutoCAD-Compatible Drawing Files

C. Computer Aided Drafting Files

AutoCAD-Compatible Drawing Files

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

Agency has the right to request copies of all project-related electronic files.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Construction Plans
Construction Contract Documents
Construction Administration Records

F. Specify What Agency Furnished Services and Information Is to Be Provided

None

Agreement Number:

II. Any Other Electronic Files to Be Provided

None

III. Methods to Electronically Exchange Data

Electronic mail, file transfer portal (FTP) site, or portable mass storage device.

A. Agency Software Suite

AutoCAD
Adobe
Microsoft Office

B. Electronic Messaging System

Microsoft Outlook

C. File Transfers Format

As requested by Agency

Exhibit D-1
Prime Consultant Cost Computations

Project: Chumstick - Multi-use Trail & Utility Extension
Construction Administation

Direct Salary Cost (DSC):

Classification	Man Hours		Rate	=	Cost
Senior Principal Engineer	8	x	66.11		529
Senior Project Manager	284	x	50.72		14,405
Engineer II	0	x	26.92		-
Senior Principal Surveyor	0	x	51.73		-
Principal Surveyor	8	x	46.15		369
Survey Technician II	0	x	32.96		-
Project Surveyor	0	x	36.63		-
CAD Manager	0	x	47.83		-
Junior CAD Drafter	32	x	18.79		601
Project Administrator	48	x	28.61		1,373
			Total DSC	=	$ 17,277

Overhead (OH Cost - including Salary Additives):

OH Rate x DSC of	1.9048	x	$ 17,277	$ 32,909

Fixed Fee (FF):

FF Rate x DSC of	0.30	x	$ 17,277	$ 5,183

Reimbursables:

Itemized - Mileage	720	$ 0.575	$ 414

Subconsultant Costs (See Exhibit E)

Z Engineers (W/S extension only)	$ 5,560
Markup on Z Engineers (12%, W/S extension only)	$ 667
CSI - Materials Testing	$ 3,629
Grand Total	$ 65,640

Prepared By Larry Cordes Date: 11/30/15

Exhibit D-2
Cost Computation Summary

PACE Engineers **Exhibit D-2**

Project Name: Chumstick Trail & W / S Extension – Construction Admin	Prepared By:	LMC
Project No.: 13536	Date:	30-Nov-15

Task Title	Chumstick Highway Multi-Purpose Trail (Ped/Bike & STP	Chumstick Highway W & S Extension (City/LID Funded)	Project Components Combined
	Estimated Fee	Estimated Fee	Total Estimated Fee
Multi-Purpose Trail Construction Admin (T)			
Task 1 - Construction Administration			
1.1 Project Management	$ 7,477		$ 7,477
1.2 Construction Administration & Monitoring	$ 19,012		$ 19,012
1.3 Record Drawings	$ 1,880		$ 1,880
1.4 Notice of Termination	$ 163		$ 163
W & S Extension Construction Admin (U)			
Task 1 - Construction Administration			
1.1 Project Management		$ 7,477	$ 7,477
1.2 Construction Administration & Monitoring		$ 17,317	$ 17,317
1.3 Record Drawings		$ 1,880	$ 1,880
1.4 Notice of Termination		$ 163	$ 163
Subtotals	$ 28,532	$ 26,837	$ 55,370
Reimbursables[2]	$ 207	$ 207	$ 414
Electrical Engineering - Z Engineers (Water & sewer extension only)[1]	$ -	$ 5,560	$ 5,560
Markup @12%	$ -	$ 667	$ 667
CSI - Materials Testing	$ 1,814	$ 1,815	$ 3,629
Totals	$ 30,553	$ 35,087	$ 65,640

[1]W & S Extension subconsultants to be marked up by 12%. Markup not allowed on Trail subconsultants.

[2]See Exhibit E-1 for itemized reimbursables.

Washington State Department of Transportation

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

May 27, 2015

PACE
11255 Kirkland Way, Suite 300
Kirkland, WA 98033

Subject: Acceptance FYE 2014 ICR - Negotiated

Dear Mr. Erick Shirley:

We have negotiated and accepted your firms FYE 2014 Indirect Cost Rate (ICR) of 190.48%. This ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate will be applicable for:

- ☐ WSDOT Agreements
- ☒ Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:rck

Acceptance ICR Negotiated

PACE Engineers, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2014

	Description	Financial Statement Amount	PACE Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor							
6001	Direct Salaries - Employee	$3,178,591				$3,178,591	100.00%
Indirect Costs:							
Fringe Benefits							
7031	Paid Time Off	547,075				$547,075	17.21%
7032	Holiday	134,741				$134,741	4.24%
7033	Other Paid Absence	3,972				$3,972	0.12%
7051	Employer FICA	354,827				$354,827	11.16%
7052	Other Payroll Taxes	293,575	(55,252)		O	238,323	7.50%
7053	ESOP/401k Contributions	7,304				7,304	0.23%
7056	Employee Group Insurance	728,496				728,496	22.92%
7417	Employee Benefits	43,535	(15,414)		E	28,121	0.88%
Total Fringe Benefits		$2,113,524	($70,666)	$0		$2,042,859	64.27%
General Overhead							
7011	Indirect Salary - GO	$601,331				$601,331	18.92%
7012	Indirect Salary - Promo	1,038,796	($145,425)		O	893,371	28.11%
7013	Indirect Salary - Admin	612,754				612,754	19.28%
7015	Bonus & Incentive Pay	132,900				132,900	4.18%
7016	Auto Allowance	3,600	(3,600)		A	0	0.00%
7057	Keyman Life Insurance	26,407	(26,407)		B	0	0.00%
7058	Sec 125 Plan Admin Fees	1,558				1,558	0.05%
7131	State Excise Tax	140,836				140,836	4.43%
7132	Other Business Taxes	30,570				30,570	0.96%
7133	Personal Property Tax	5,847				5,847	0.18%
7210	Legal & Accounting Fees	110,240	(110,240)		C	0	0.00%
7220	Other Professional Fees	10,463				10,463	0.33%
7311	Rent, Utilities, Maintenance	681,665				681,665	21.45%
7313	Office Supplies & Services	38,071				38,071	1.20%
7314	Computer Expense	157,981				157,981	4.97%
7315	Equipment (Repro) Expense	30,943				30,943	0.97%
7316	Lease Expense	0				0	0.00%
7317	Telephone Expenses	99,742				99,742	3.14%
7318	Vehicle Expense	79,189	(18,211)		F, P	60,978	1.92%
7319	Security Services	6,115				6,115	0.19%
7320	Postage, Freight, Deliveries	10,604				10,604	0.33%
7321	Library & Reference Data	4,832				4,832	0.15%
7381	Equip Maint. & Repairs	5,872				5,872	0.18%
7411	Professional Activities	10,205				10,205	0.32%
7412	Professional Licenses	3,865				3,865	0.12%
7413	Employee Education	11,963				11,963	0.38%
7415	Employee Recruitment	8,344	(2,500)		O	5,844	0.18%
7416	Dues & Subscriptions	37,670				37,670	1.19%
7418	Pop and Coffee	7,950	(7,950)		L	0	0.00%
7600	Business Development & Promo	108,818	(108,818)		H, I	0	0.00%
7601	Meals & Entertainment	37,689	(37,689)		H, I	0	0.00%
7602	Business Travel	49,386	(5,265)		H	44,121	1.39%
7611	Business Insurance	172,727				172,727	5.43%
7612	Interest & Bank Charges	11,028	(5,509)		D	5,520	0.17%
7613	Bad Debt Expense	1,997	(1,997)		K	0	0.00%
7711	Field Expense	16,593				16,593	0.52%
7811	Contributions	1,595	(1,595)		J	0	0.00%

PACE Engineers, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2014

	Description	Financial Statement Amount	PACE Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
7901	Depreciation - Office Equip	18,673				18,673	0.59%
7902	Depreciation - Furn & Fix	4,548				4,548	0.14%
7903	Depreciation - Computer	78,226				78,226	2.46%
7904	Depreciation - Tech Equip	522				522	0.02%
7907	Depreciation - Vehicles	20,268	(4,484)		P	15,784	0.50%
7908	Depreciation - Survey Equip	15,458				15,458	0.49%
7909	Amortization - Leasehold Impr	12,132				12,132	0.38%
7926	Depreciation - HCWL	31,572				31,572	0.99%
Total General Overhead		$4,491,543	($479,687)	$0		$4,011,856	126.21%
Total Indirect Costs & Overhead		$6,605,068	($550,353)	$0		$6,054,715	190.48%
Indirect Cost Rate (Less FCC)		207.80%	190.48%			190.48%	

PACE Engineers, Inc. - In Process
"Indirect Cost Rate still subject to WSDOT Audit"

References
PACE Adjustments:

A Auto allowance unallowable per 48 CFR 31.201-4.
B Officer's life insurance unallowable per 48 CFR 31.205-19(e)(2)(v).
C Legal fees related to collections unallowable per 48 CFR 31.205-3. Federal income tax preparation fees are unallowable per 48 CFR 31.205-41(b)(1), 48 CFR 31.201-6(a), and WSDOT Overhead Policy.
D Interest, fines & penalties expense unallowable per 48 CFR 31.205-20, 31.205-15.
E Excess holiday party and summer picnic expenses over $35 per employee unallowable per 48 CFR 31.205-14 and WSDOT Overhead Policy.
F Personal use of company car unallowable per 48 CFR 31.205-6(m)(2), 31.205-46(d).
G Lobby expenses included in associated dues unallowable per 48 CFR 31.205-22.
H Travel expenses in excess of amounts allowed by federal travel regulation unallowable per 48 CFR 31.205-46(a)(2).
I Advertising, gifts, and entertainment costs unallowable per 48 CFR 31.205-1, 31.205-13(b), 31.205-51, and 31.205-14.
J Contributions unallowable per 48 CFR 31.205-8.
K Bad debt expense unallowable per 48 CFR 31.205-3.
L Pop, Coffee & Tea expenses unallowable per 48 CFR 31.205-14 and WSDOT Overhead Policy.
M Overtime Premium is unallowable per 48 CFR 22.103-1, 22.103-4(g), and WSDOT Policy
O Marketing labor and associated fringe unallowable per 48 CFR 301.201-6 and AASHTO Guide.
P Costs associated with undocumented company owned vehicles assigned to employee's unallowable per 48 CFR 31.201-6.
Q Referral bonuses unallowable per 48 CFR 31.205-6(f).
R Training & Education Costs unallowable per 48 CFR 31.205-44

Exhibit E
Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Materials testing services will be provided by CSI as shown on attached Exhibit E-1. CSI's costs will be allocated between project components as incurred.

Z Engineers will provide electrical and controls engineering support during construction. These services are specific to the water and sewer extension and not subject to the audited overhead rate or markup limits. See Exhibit E-3. The costs for these services are not eligible for federal reimbursement.

Agreement Number:

104 EAST NINTH STREET
WENATCHEE, WA 98801
www.csinw.com

Construction Special Inspection

TEL: 509.664.4843
FAX: 509.663.8534
CELL: 509-881-8049

November 4, 2015

Pace Engineering,

Chumstick Trail Ext. Special Inspection and Testing:

Larry,

CSI is pleased to provide you with the following cost estimate for special testing on your project. We understand the scope of work to include concrete testing, soil compaction and asphalt testing. The following tables are a breakdown of the tests and time needed to complete the required inspections and tests. Times and cost may vary depending on contractors construction schedule.

Field Testing
The following table lists the projected number of concrete pours and time on site. The number of tests and time may vary depending on the contractor's concrete, HMA and soil placement schedule.

Technician III: Soil Compaction	8 hrs	@	$60	$480
Technician III: HMA Testing	8 hrs	@	$60	$480
Technician III: Concrete Testing	4 hrs	@	$60	$240

Laboratory Testing
The following table lists the number and types of tests that will be needed. The number of tests may vary depending on requirements.

Extraction, Gradation & Rice Density	1	@	$175	$175
Concrete Cylinder Testing	6	@	$15	$90
Crushed Surface Gradation	2	@	$75	$150
Crushed Surface Sand Equivalent	2	@	$60	$120
Crushed Surface Fracture Count	2	@	$40	$80
Proctor	2	@	$145	$290
Sieve Analysis	2	@	$75	$150

Mileage and Travel Time:
Mileage will be charged at the rate of $0.575 per mile. We estimate the round trip distance from our Wenatchee office to be 45 miles. CSI is currently involved in projects in the area and will share the travel time and mileage whenever possible.

Mileage – round trips @ 45 miles ea.				
10 Trips:	450 mi	@	$0.575	$258.75
Travel time @ 1 hr. per trip	10 hrs.	@	$60	$600

Project Administration
These costs are associated with project management and document preparation, report review and technician scheduling. Reports and test results will be faxed or emailed on a daily basis as directed by the client.

Secretarial	2 hrs.	@	$45	$90
Testing Manager	5 hrs.	@	$85	$425

Total Estimated Cost	**$3,628.75**

Thank you for the opportunity to provide you with this estimate. We look forward to working with you on this and future projects. Please call if you have any questions.

Sincerely,
CSI

Jon Hills, President &
Derek Nyland, Area Manager

The total fees may be more or less than the estimate depending on project schedule, changes in the scope of services, and unanticipated work effort. If it appears the fees will exceed the estimate, Client will be notified immediately and services will be suspended until receipt of written authorization to proceed.

Washington State
Department of Transportation

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 30, 2015

Jon Hills, President
CSI: Construction Special Inspection
1250 North Wenatchee Ave, Suite H 135
Wenatchee, WA 98801-1599

Re: CSI: Construction Special Inspection
Safe Harbor Indirect Cost Rate

Dear Mr. Hills:

Washington State is one of ten states who have received approval from Federal Highway Headquarters to participate in the Test and Evaluation Program (TE-045) for use of a "safe harbor" indirect cost rate on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for CSI: Construction Special Inspection. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-complaint rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor for CSI: Construction Special Inspection. The Safe Harbor rate is effective on June 30, 2015.

CSI: Construction Special Inspection has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in future accordance to Federal cost principles (48 CFR FAR). The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. The Safe Harbor rate of 110% will expire on June 30, 2016.

The Safe Harbor Rate will <u>not</u> be subject to audit. Please coordinate with WSDOT Consultant Services (CSO) or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you, or any representatives of CSI: Construction Special Inspection have any questions, please contact Brian Stallman, Schatzie Harvey, or Steve McKerney at (360)705-7003.

Sincerely,

Schatzie Harvey
WSDOT Agreement Compliance Audit Manager

SH:bs

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323

Z Engineers, PLLC
Engineering Fee Estimate

September 1, 2015
PACE
City of Leavenworth - Chumstick Hwy Lift Station
Electrical Bid and Construction Support Services

Task	Description	Principal Engineer Brian Ziesmer P.E.	Engineer II Wesley Ward	Tech III Adam Bluher	Tech II Greg Henn	Total
		$135	$115	$110	$100	
1	Update and issue current bid drawings	2			2	$470
2	Bid support and addenda	4				$540
3	Attend preconstruction meeting	4				$540
4	Submittal reviews	8				$1,080
5	RFI's and contractor support	6				$810
6	Site visit during construction	4				$540
7	Site visit for witness testing, punchlist	6				$810
8	Record drawings	2			4	$670
9	Mileage and expenses					$100
	Total					**$5,560**
		36			6	42

Exhibit F
Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

   Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G
Certification Documents

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of City of Leavenworth
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
PACE Engineers, Inc.
whose address is
104 E. 9th Street, Wenatchee, WA 98801
and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

PACE Engineers, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of City of Leavenworth

I hereby certify that I am the:

- [x] City Administrator
- [ ] Other

of the City of Leavenworth , and PACE Engineers, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PACE Engineers, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00, for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

PACE Engineers, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit I
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LEAVENWORTH, WASHINGTON AND MD SQUARE, LLC FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement') is made and entered into by and between the City of, Leavenworth Washington, a Washington State municipal corporation ("City"), and **MD Square, LLC**, a Washington **LLC** ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding construction inspection services for the following City projects:

- **Chumstick Multipurpose Trail and Water / Sewer Extension Project**
- **Chumstick Highway Lift Station Pumps and Auxiliary Generator Project**

as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at

no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 **WORK PRODUCT AND DOCUMENTS**. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

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

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

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

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

III.5 **EMPLOYMENT**.

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

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

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol

(WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

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

__X__ Yes employees supplying work have been retired from a Washington state retirement system.

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

III.6 **INDEMNITY.**

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

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

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. Public Records Requests.
In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless,

indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 **INSURANCE.**

a. **Insurance Term**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation**

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

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

(2). Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

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

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

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

Consultant shall maintain the following insurance limits:

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

(2) Automobile Liability. $1,000,000 combined single limit per accident for bodily injury and property damage.

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

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

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

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

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

h. **Insurance shall be Primary - Other Insurance Provision**. The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

j. **Failure to Maintain Insurance** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon

which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

k. **Public Entity Full Availability of Consultant Limits**
If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

III.8 **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION**. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

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

III.11 **INDEPENDENT CONTRACTOR.**

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

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

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

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

III.12 **CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

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

III.14 **SUBCONTRACTORS/SUBCONSULTANTS.**

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

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in **Exhibit A:**

(NONE LISTED OR REQUIRED

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed $38,160.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant a mutually agreed amount.

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

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

IV.2 **CITY APPROVAL**. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. **Public Records**

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

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

City of Leavenworth
Attn: Joel Walinski
P.O. Box 287
Leavenworth, WA 98826

Notices to the Consultant shall be sent to the following address:

MD Square, LLC
Mr. Mike Deason
12341 Bergstrasse
Leavenworth, WA 98826

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

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

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

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

V.4 **EXTENT OF AGREEMENT/MODIFICATION**. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties

and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2016.

CITY OF LEAVENWORTH

By_____
Cheryl K. Farivar, Mayor

MD SQUARE, LLC

By _____
Michael D. Deason, President

Approved as to form:

_____
Thom H. Graafstra, City Attorney

'EXHIBIT A'

MD SQUARE LLC SCOPE OF SERVICES PROPOSAL FOR CITY OF LEAVENWORTH

The Scope of Services provided by the Project Inspector shall, with the concurrence of the City of Leavenworth, include but not be limited to the following as deemed in the best interest of the Owner:

MD Square LLC shall provide the City with consultant services regarding construction inspection services for the following City projects:

- **Chumstick Multipurpose Trail Water and Sewer Extension Project**
- **Chumstick Highway Lift Station Pumps and Auxiliary Generator Project**

I. Basic Services:

A. Provide for preliminary project planning and coordination.

B. Provide coordination, implementation and administration of tasks with respect to Contract Document Reviews and Coordination, Road Closure Coordination, Project Schedule Maintenance, Construction Inspection, Review Contractor's Pay Requests, and Regulatory Agency Compliance.

C. Provide coordination, implementation and administration of tasks with respect to Contract Administration, Submittal Reviews, Onsite Inspection and Reporting, Regulatory Agency Reporting and Submittal Administration, Application for Payment Reviews and Submittals, Construction Change Administration, Project Schedule Maintenance, Expenditure Accounting/Budget/Cash flow Administration and Project Closeout Reviews/Administration/Regulatory Agency Compliance.

II. The Project Inspector shall be responsible for the following:

Provide project coordination information to the Owner at various stages of development and advise the Owner with respect to program compliance.

A. Provide complete inspection of construction related activities, monitoring of contracts and agreements for compliance, and advise the Owner on a regular basis as to status.

B. Assist in coordination between the Owner's required activities and scheduled design and construction activities.

C. Coordination of all Contractors involved in construction activities, and serve as the Owners informational representative in meetings relative to construction.

D. Provide for Contract(s) Administration.

E. Coordinate, compile and provide for Owner required documentation to Regulatory Agencies.

F. Conduct reviews and subsequent advisement and/or recommendation to the Owner regarding construction percentages complete, Applications for Payment(s), Construction Change Directives, Proposal Requests and Change Orders.

G. Development of change orders or documents identified herein, bidding and/or negotiation, and contract administration of secondary separate construction contracts not identified herein shall be defined as Additional Services.

H. Provide complete inspection of construction related activities, monitoring of contracts and agreements for compliance, and advise the Owner on a regular basis as to status.

I. Assist in coordination between the Owner's required activities and scheduled design and construction activities.

J. Coordination of all Contractors involved in construction activities, and serve as the Owners informational representative in meetings relative to construction.

K. Conduct reviews and subsequent advisement and/or recommendation to the Owner regarding construction percentages complete, Applications for Payment(s), Construction Change Directives, Proposal Requests and Change Orders.

III. Precluded Authority

Unless specific parameters are established by written instructions issued by the Owner and agreed to in writing by both parties to this agreement, the Project Inspector is precluded from:

A. Deviating from the Contract Documents, except as directed by the Owner, and established in written instrument, and processed in accordance with related Agreements and Contract Documents through established lines of communication.

B. Personally conducting any tests.

C. Entering into the area of responsibility of the Contractor.

D. Expediting the work for the Contractor.

E. Advising on, or issuing directions, relative to any aspect of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.

F. Making decisions on the Owner's behalf concerning modification(s) of Project Contract(s) without first obtaining expressed approval from the Owner.

IV. Compensation

Contractor shall be paid $75.00 per hour for services provided at the request of the Owner. Costs will include reimbursable expenses such as mileage (Washington State Office of Financial Management rate), communication charges (6% of billable hours to cover faxes, phone, mailings, and computer time), and per diem, as required. Contractor shall submit billing statements on a monthly basis. Owner shall have thirty (30) days to object in writing to billing statements submitted by Contractor and, if no objections are made, each billing statement shall be paid promptly to Contractor, within 45 days of the invoice date. Contractor shall timely pay all federal, state and local income, self-employment, business and occupation taxes which may accrue and become due as a result of compensation under this Agreement.

V. Project Services Cost Proposal

The proposed scope of hours and compensation for the related projects are as follows:

Chumstick Multipurpose Trail Water and Sewer Extension Project – 60 working days (assumes 6 hrs. per day for inspections)

60 working days x 6 hrs./day = 360 hours
Communication Charge of 6%

Subtotal= 360 hours at $75/hour = $27,000.

Total = $27,000. Plus $1,620 Communication charge at 6% = **$28,620.**

Chumstick Highway Lift Station Pumps and Auxiliary Generator Project – 20 working days

20 working days x 6 hrs./day = 120 hours
Communication Charge of 6%

Subtotal = 120 hours at $75/hour = $9,000.

Total = 9,000. Plus $540. Communication charge at 6% = **$9,540**.

Total Both Projects = $38,160.00

TAB 3

ORDINANCE NO. 1525

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

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

WHEREAS, the City of Leavenworth has identified the need for an additional part-time worker salary rate for less than 24 hours per week with a Commercial Driver's License (CDL) for the 2016 Budget Year; and

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

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

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

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

Passed by the City Council of the City of Leavenworth and approved by the Mayor this 10th day of May, 2016.

CITY OF LEAVENWORTH

APPROVED:

_____
Cheryl K. Farivar, Mayor

APPROVED AS TO FORM:

_____
Thom Graafstra, City Attorney

ATTEST:

_____
Chantell R. Steiner, Finance Director/City Clerk

EXHIBIT A Updated 5/10/2016

CITY OF LEAVENWORTH **2016 SALARY SCHEDULE**

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

2016 wages includes 1.5% COLA with Step 1 (Probation) at .85% of Step 2 then 1.5% between each step

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

*** Hourly Rate**

	2015 Rate	2016 Rate		
Administrative Assistant(Perm PartTime)	$14.00	$14.00	per hour	
Non-Returning Seasonal	$10.50-$13.00	$10.50-$13.00	per hour	
Part Time Employee (Less than 24 hrs)	$10.50-$13.00	$10.50-$13.00	per hour	
Part Time Employee (Less than 24 hrs with CDL)	N/A	$18.00-$20.00	per hour	
Pool Manager	$15 - $17.30	$15 - $17.30	per hour	
Assistant Pool Manager *1	$11.50 - $13.50	$11.50 - $13.50	per hour	
Lifeguards *1	$9.50 - $10.00	$9.50 - $10.00	per hour	
Lifeguards Private Lessons Rate	$15.00	$15.00	per hour	
Concession Stand Workers	$9.47 - $9.97	$9.47 - $9.97	per hour	Includes No Increase of Minimum Wage Per Intiative
Temporary Construction Field Inspector	$20.00 - $25.00	$20.00 - $25.00	per hour	
Temporary Flagger	$12.00	$12.00	per hour	

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

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

CITY OF LEAVENWORTH

PUBLIC WORKS JOB DESCRIPTION - YEAR 2016
PART TIME (24 HR) POSITION – CDL ENDORSED

TITLE: **PART TIME PUBLIC WORKS MAINTENANCE WORKER- WEEKENDS & CDL ENDORSED**

LOCATION: **PUBLIC WORKS DEPARTMENT**

FLSA STATUS: Non-exempt

SALARY RANGE:

$16.00 - $20.00 per hour (Salary based on experience and skill level)

POSITION SUMMARY:

Under direction from the Public Works Director and/or Public Works Field Supervisor, the Part Time Public Works Maintenance Worker performs a variety of semi-skilled and skilled tasks in maintenance work, along with the operation of the City's refuse/garbage truck.

This position is a part time, non-exempt position limited to no more than 24 hours of work in a 7 day period. The normal shift occurs on Saturday and Sunday. Duties include the refuse collection, litter control, service call responses and supportive duties. Individual must exhibit a high degree of sound, independent judgment in tasks assigned and when responding to situations where the safety of the operator, the public, and the equipment are at risk. The Part Time Public Works Maintenance Worker profile does not include all essential tasks, all nonessential tasks, and/or all responsibilities of the position. To be successful, an individual must be able to project a positive image to the public, whether performing refuse collection services or other duties as assigned. The requirements listed below are representative of the education, experience, skill, and ability required to perform the essential functions of this position.

JOB DUTIES:

Refuse Collection:

- Licensed and skilled operation of solid waste trucks and Public Works machinery, equipment, tools, vehicles, and heavy equipment employed to accomplish assigned tasks, which include but are not limited to:
  - Regular or specially designed refuse trucks. Specially designed trucks may have "dual-drive cabs" or "automated loaders".
  - Controls for loading, compressing, and dumping solid waste such as auxiliary motors, hydraulic lifts, hydraulic rams, and other similar devices, etc.

- Skillful navigation and maneuvering (forward and reverse) of large, bulky refuse trucks along established commercial and residential routes to reach collection sites:
  - Through narrow alleys, congested parking lots, high-traffic roads and streets, and high-traffic state highways and county roads.
  - Around pedestrian traffic and bicycle lanes.
  - In close proximity to low-height objects such as roof corners, overhead wires, signs, etc..
  - In close proximity to buildings and other structures.
  - Around remote City properties (Utility, Water, Sewer, Parks, Cemetery, City Hall, etc.).
- Hand and automated lifting of a variety of solid waste containers such as dumpsters, refuse cans, refuse bags, etc...
- Emptying refuse from the container into the hopper of the truck; compacting the contents into the compactor body.
- Making sure that the refuse truck is in good working condition and fueled for the next shift's driver.
- Delivering dumpsters to new collection sites and to designated locations for festivals, events, and holidays.
- Repairing and maintaining city-owned dumpsters and containers.

In addition, the scope of duties within the job classification includes:

- Maintains a variety of records relating to inspections, maintenance activity, etc.

- Responds to complaints regarding functional areas such as street conditions, street signs, waste water system problems, traffic signals and street lighting, water leaks, pressure loss or no water; evaluates situation; explains findings to supervisor.

- Assist in the removal of snow and ice using a wide variety of manual to semi-skilled snow removal equipment from municipal streets, parks, trails, and other public works facilities. Applies deicing materials when and where necessary.

- Contacts residents and business owners in area where service interruptions will impact them; represents the City in a positive manner in these situations. In detecting overflows or leaks applies prevention methods to protect the safety and health of the community.

- Ensures the proper maintenance of equipment and tools by cleaning and checking equipment and tools after use. Washes, cleans, and details interior and exterior of equipment as necessary. Performs routine inspection and preventive maintenance on assigned equipment and refers defects or needed repairs to supervisor; cleans equipment.

- Drives trucks of various sizes and weights in the loading, hauling and unloading of equipment, gravel, sand, concrete, asphalt, and base rock.

- Performs all duties in conformance to appropriate safety and security standards. Work requires the ability to foresee and prevent safety problems, and follow safety policies. Work must follow appropriate safety procedures and the use of protective clothing and equipment including, steel

toed shoes and boots, hard hats, eye/ear protection, rain gear, gloves, and traffic control equipment.

- Performs required labor involved in construction and maintenance of projects as part of a crew, including pavement cutting, ditch digging, manhole and line cleaning, main and pipe repair, laying pipe, trenching and backfilling.

MACHINERY, EQUIPMENT AND TOOLS:

- Is capable of competent, qualified operation of assigned solid waste machinery, equipment, tools, and heavy equipment within each unit's capacity necessary to accomplish required tasks. Examples of such units include, but are not limited to: air compressor, common hand and power tools, drills, generator, jacks, pressure washer, shovels (specialized, square, round), spray equipment, tools (air, impact, hand, power operated, battery operated), wrenches, hydraulic lifts, trucks (single axle, tandem axle, refuse, recycling, utility, pickup, etc.).

- Has working knowledge of the operation, hazards, and safety precautions of each assigned piece of equipment.

- Performs pre-use walk-around procedures and/or inspections to ensure the safety and reliability of each piece of equipment. (Checks all fluids, oils, grease, antifreeze, water, air and pressure levels, mirrors, seat belts, brakes, head lights, tail lights, warning lights, running lights, directional signals, warning signs, tires, etc.).

- Performs above walk-around procedures, refuels, and records operational condition of refuse truck prior to releasing truck to the next Refuse Truck Driver.

- Safely and skillfully loads and transports piece of equipment to work sites using assigned trucks, trailers, tommy lifts, etc.

- Washes, cleans, and details interior and exterior of equipment as necessary.

- Advises the Public Works Field Supervisor, immediately of defects and deficiencies of units upon first occurrence in order to keep units in safe and operational condition; to prevent unnecessary or extended breakdown time; and, to prevent interruption of services to the public.

- Advises the Public Works Field Supervisor, and in their absence other competent, qualified employees immediately of needing assistance, delays, accidents, fluid or solid waste spills, dumpster upsets, and weather problems affecting route completion.

SCOPE OF RESPONSIBILITY:

This position reports to the Public Works Field Supervisor on a day to day basis. The Public Works Field Supervisor reports to the Public Works Director.

QUALIFICATIONS REQUIRED:

- A high school graduation or equivalent GED is required, with additional education and experience necessary for successful performance of the job.
- WA state driver's license, with a Class B CDL Endorsement is required and license record must be acceptable to the City.
- Requires knowledge of methods, means, and materials to perform all aspects of the job.
- Must be able to properly and timely fill out documentation such as time sheets, leave requests, walk-around inspection reports, records, forms, requisitions, purchase orders, service lists, daily overcharge slips, etc., necessary to conduct the business of the City of Leavenworth.
- Must be able to obtain and maintain a First Aid and CPR Certification, Basic Emergency Safety Training, Adult, Child, Infant Card.
- Must be able to work weekends, holidays, festivals, and the hours of work required to meet the needs of each, which may require working split shifts and occasional call out.
- Must be able to be called-out for emergencies and for filling-in when another crew member is absent.
- Requires good verbal communication skills and customer service skills for public interaction.
- Requires an ability to deal politely and effectively with fellow employees.
- Must have strong work ethic and must be able to actively work alone when unsupervised and with others.

PHYSICAL DEMANDS:

- Physical strength sufficient to perform heavy manual labor for extended periods of time during the regular shift, during overtime hours, and when performing work under emergency conditions. Heavy manual labor is defined, for example, as:
    - Repeatedly climbing in and out of a refuse truck for long periods of time.
    - Frequently exerting force sufficient to move and maneuver dumpsters to the refuse truck and then moving or maneuvering them back to the original location.
    - Repetitive shoulder and arm movements while supporting heavy weights for long periods of time.

DRAFT

- Capable of exerting physical effort that includes combinations of pushing, pulling, standing, sitting, bending, walking, stooping, digging, manipulating, climbing, balancing, kneeling, crouching, crawling, lifting; long periods of walking over rough terrain and uneven or slippery surfaces; using hands to finger, handle, feel objects or tools or controls; frequently reaching with hands and arms.
- Talking, hearing, tasting, and smelling capabilities sufficient to alert oneself and others to unusual, unsafe, or dangerous situations.
- Vision capabilities that include close vision, distance vision, color vision, depth perception, peripheral vision, night vision and adjusting focus with or without vision aids (prescription eyeglasses or contact lenses).
- Hand-eye coordination and fine manipulation capabilities necessary to operate various office machines, if assigned.

WORK ENVIRONMENT:

May include, but are not limited to:

- Exposure to offensive and noxious odors, fumes, vapors, and substances.
- Possible exposures to hazardous or caustic substances, toxic chemicals, air pollution, blood borne pathogens, sharps, and contagions and managing each occurrence according to City policy.
- Infrequent stressful conditions.
- Noise intensity ranging from low in office environments up to extreme in the field or maintenance shops.
- Inclement weather (extremes of heat and cold - 100 plus degrees and subzero degrees) (humid and wet conditions) (snow and ice, etc.), excluding highly dangerous conditions such as localized lightening.
- Dirty, muddy, and messy conditions.
- Traffic hazards.
- Confined spaces under unpleasant conditions.
- Power lines, high voltage electricity, and electrical shock.

POSITION SAFETY PRACTICES:

1. Complies with federal, state, county, and City of Leavenworth laws, rules, regulations, ordinances, and policies;
2. Performs work within WISHA safety standards and the City's Accident Prevention and Safety Program (Printed 2-25-2002; distributed 6-24-2002) with consideration for public safety and convenience;
3. Identifies unsafe working conditions and deficiencies and takes appropriate action to immediately correct them;
4. Seeks instruction for unaddressed safety and health situations from competent, qualified employees, supervisors, and/or management;
5. Attends safety meetings and tool box talks;
6. Uses protective clothing and personal protective equipment when and where required or necessary;

DRAFT

7. Performs work in a smoke and drug free work environment to promote health, safety, and productivity.

TERM OF EMPLOYMENT:

Individual filling the position will be required to pass a physical evaluation to assess individual abilities to meet the essential functions and miscellaneous essential functions of the position. The evaluation will also include a drug and alcohol screening due to the nature of the position, which includes the need to maintain a current Washington driver's license in order to drive special use heavy equipment and maintenance vehicles.

An individual with a disability who satisfies the skill, experience, education and other job related requirements, with or without reasonable accommodations, may perform the essential functions of this position. The physical demands are not, and should not be construed to be job qualification standards, but are illustrated to help the employer, employee and/or applicant identify tasks where reasonable accommodations may need to be made when an otherwise qualified person is unable to perform the job's essential duties because of an ADA disability.

Statements contained herein reflect general details, as necessary to describe the principal function of the position, the level of knowledge and skills typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as needed, including work in other functional areas to cover absences or relief to equalize peak work periods, or to otherwise balance the work load.

The City of Leavenworth is an equal opportunity employer.

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TAB 4

ORDINANCE NO. 1526

CITY OF LEAVENWORTH, WASHINGTON

AN ORDINANCE OF THE CITY OF LEAVENWORTH, WASHINGTON ADOPTING AMENDMENTS TO THE LEAVENWORTH MUNICIPAL CODE TO CREATE AND UPDATE LMC SECTIONS 21.09.030 AND 18.08.385 - CREATING SITE DEVELOPMENT PERMIT.

WHEREAS, the Leavenworth City Council desires to amend the Leavenworth Municipal Code to update LMC Sections 21.09.030 and 18.08.385 - creating site development permit as a part of the Planning Commission 2015 Amendment Docket; and

WHEREAS, in accordance with the Leavenworth Municipal Code (LMC), early in January of each year, the City Council and Planning Commission sponsor a joint public workshop during which a list of city-initiated proposals are formalized, based on the items docketed throughout the previous year. In January 2015, the Leavenworth City Council accepted the 2015 Planning Commission Docket; and tasked the Planning Commission to proceed with the amendment process. The Docket included identified potential comprehensive plan amendments, substantive zoning / development code updates, and other LMC amendments; and

WHEREAS, within the Planning Commission 2015 Amendment Docket, the Planning Commission has been asked to review and study " Add Site Development permit" (including: Permit for improvements that do not rise to higher level permitting (need a process to capture review and approvals. Define such permit)"; and

WHEREAS, Currently, activities for any earth movement is issued a grading, excavation and earthwork permit. This is an awkward and ill-fitting permit for projects that include, but are not limited to: infrastructure installation outside of a Permit to Perform Work in City Street Right-of-Way. The Site Development permit is intended to be a tool within the permit spectrum that fits below the International Building Code Appendix J – Grading. The provisions of this chapter apply to grading, excavation and earthwork construction, including fills and embankments. Where conflicts occur between the technical requirements of this chapter and the geotechnical report, the geotechnical report shall govern. Except as exempted in Section J103.2, no grading shall be performed without first having obtained a permit therefor from the building official. A grading permit does not include the construction of retaining walls or other structures; and

WHEREAS, 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; and

WHEREAS, the amendment is consistent with the City of Leavenworth Comprehensive Plan; and

WHEREAS, the amendment is consistent in addressing state mandates to review and update the Comprehensive Plan (RCW 36.70A.130) and development regulations. This update has been developed in accordance and compliance with RCW 36.70A.130 (WAC 365-196-610 and RCW 36.70A.130) which states "On or before June 30, 2017, and every eight years thereafter, for Benton, Chelan, Cowlitz, Douglas, Kittitas, Lewis, Skamania, Spokane, and Yakima counties and the cities within those counties" shall update their respective Comprehensive Plans *and development regulations*; and

WHEREAS, 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; and

WHEREAS, the amendment is consistent with RCW 36.70A.020 (7) Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability. 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; and

WHEREAS, the amendment will not modify the supply of land. The proposed amendment does not modify the urban growth boundary in any way; and

WHEREAS, the amendment does not negatively impact public facilities, utilities and infrastructure, including transportation systems, and any adopted levels of service; and

WHEREAS, this amendment does not adversely affect lands designated resource lands of long term commercial significance or critical areas; and

WHEREAS, the Planning Commission reviewed the amendment on May 6, 2015, June 3, 2015, July 1, 2015, August 5, 201, September 2, 2015 and December 2, 2015. During the December 2, 2015 public hearing, the Planning Commission heard testimony and continued the action to March 2, 2016; and

WHEREAS, on November 6, 2015, the City of Leavenworth submitted the draft amendment to State agencies for review pursuant the requirements of RCW 36.70A.106; and

WHEREAS, the agency review began on November 11, 2015 and ended on November 25,

2015; and

WHEREAS, on November 11, 2015, a "Notice of Public Hearing" for the hearing on the amendment was published in the Leavenworth Echo and posted in three locations in City Hall; and

WHEREAS, pursuant to RCW 43.21C and WAC 197-11, the City issued a "Determination of Non-significance" (DNS) on November 6, 2015; and

WHEREAS, a staff report was prepared and given to the Planning Commission November 6, 2015 and February 22, 2016; and

WHEREAS, on December 2, 2015 and March 2, 2016, the Planning Commission held a public hearing to receive public testimony on the amendment and voted unanimously to recommend adoption of the amendment to the City Council;

WHEREAS, on April 12, 2016, the City Council conducted a Study Session to consider the recommendations from the Planning Commission; and

WHEREAS, on May 10, 2016, the City Council held an open public meeting to consider the recommendations from the Planning Commission and this Ordinance.

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

Section 1. The amendment to update the Leavenworth Municipal Code to update LMC Sections 21.09.030 and 18.08.385 - creating site development permit 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 10th day of May, 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

Attachment A

Chapter 21.09
APPLICATION REVIEW

Sections:

21.09.010 Application review criteria.

21.09.020 Application review classification.

21.09.030 Limited administrative review of applications.

21.09.040 Full administrative review of applications.

21.09.050 Quasi-judicial review of applications.

21.09.060 Legislative review of applications.

21.09.070 Notice of final decision.

21.09.010 Application review criteria.

Review of an application and proposed development shall be governed by and be consistent with the fundamental land use planning policies and choices which have been made in adopted comprehensive plans and development regulations. The review process shall consider the type of land use permitted at the proposed site, the density and intensity of the proposed development, the infrastructure available and needed to serve the development, the character of the development and its consistency with development regulations. In the absence of applicable development regulations, the applicable development criteria in the comprehensive plan or sub-area plan adopted under Chapter 36.70A RCW shall be determinative. [Ord. 1426 § 1 (Att. A), 2012; Ord. 1088 § 2 (Exh. A), 1998.]

21.09.020 Application review classification.

A. Following the issuance of a determination of completeness and a notice of application, an application shall be reviewed at one of four levels:

    1. Limited administrative review;
    2. Full administrative review;
    3. Quasi-judicial review;
    4. Legislative review.

B. If this title or the LMC provides that a proposed development is subject to a specific type of review, or a different review procedure is required by law, then the application for such development shall be processed and reviewed accordingly. If this title does not provide for a specific type of review, or if a different review procedure is not required by

law, then the city shall determine the type of review to be used for the type and intensity of the proposed development.

C. Any public meeting or required open hearing may be combined by the city with any public meeting or open record hearing that may be held on the proposed development by another local, state, federal or other agency. Hearings shall be combined if requested by the applicant. However, joint hearings must be held within the city and within the time limits of this title and Chapter 36.70B RCW.

21.09.030 Limited administrative review of applications.

Limited administrative review shall be used when the proposed development is subject to clear and objective standards that require the exercise of professional judgment about technical issues and the proposed development is exempt from the State Environmental Policy Act (SEPA). Permits reviewed through this process are not subject to the requirements of Chapter 21.07 LMC. The city may approve, approve with conditions, or deny the application after the date the application is accepted as complete. The decision of the city is final unless an administrative appeal process is provided for in this or any other title within the LMC. This type of review includes but is not limited to the following:

A. Interpretation of codes and ordinances;

B. Single-family and other minor building permits;

C. Fence permits;

D. Boundary line adjustments;

E. Fill and grade permits;

F. Encroachment permits to work within a right-of-way;

G. Flood development permits;

H. Minor amendments or modifications to approved developments or permits which may affect the precise dimensions or location of buildings, accessory structures and driveways, but do not affect the overall project character, increase the number of lots, dwelling units or density, or decrease the quality or amount of open space;

I. Multifamily, commercial, industrial, and/or office building permits that have been subject to a public review process or for which environmental review has been completed in connection with other project permits;

J. Applications subject to administrative approvals found within Chapters 14.08 and 14.10 LMC;

K. Group A home occupations; and

L. Site development permit intent and purpose. Site development permits are issued for work such as limited clearing, grading, landscaping, drainage, private streets and groundwork related to site preparation, where no building or structure is altered, moved or constructed, in association with an approved Binding Site Plan, Major Subdivision, Short Plat permitted activity.

1. Site development permits are not a prerequisite to permitting for Footings and Foundation Permit, Right of Way Permit, Grade and Excavation Permit, Master Application and/or other higher level permits.
2. Site development permits will be subject to compliance with the zoning, building, and other applicable land use codes and regulations existing at the time of permit submittal.
3. As necessary, plans are required for site development permits.
4. Site development permits do not vest a future development to the codes at the time of site preparation.

Remaining sections remain unchanged

Chapter 18.08
DEFINITIONS

Sections:

18.08.010 Accessory use or structure.

18.08.011 Banks, savings and loan and other financial institutions.

18.08.012 Bakery.

18.08.013 Barber/beauty shop.

18.08.014 Battery charging station.

18.08.015 Battery electric vehicle (BEV).

18.08.016 Battery exchange station.

18.08.020 Bed and breakfast.

18.08.030 Board.

18.08.040 Boardinghouse, lodginghouse or roominghouse.

18.08.050 Buildable area.

18.08.060 Building height.

18.08.063 Bus and/or taxi stop.

18.08.064 Business, technical or trade school.

18.08.065 Car wash.

18.08.066 Charging levels.

18.08.070 City council.

18.08.080 Clinic.

18.08.085 Copy and/or printing establishment.

18.08.090 Day care center.

18.08.100 Drive-in restaurant or refreshment stand.

18.08.120 Dwelling, multifamily.

18.08.130 Dwelling, single-family.

18.08.140 Dwelling, two-family.

18.08.150 Dwelling unit.

18.08.151 Eating and drinking establishment.

18.08.152 Electric scooters and motorcycles.

18.08.153 Electric vehicle (EV).

18.08.154 Electric vehicle charging station.

18.08.155 Electric vehicle charging station – Restricted.

18.08.156 Electric vehicle charging station – Public.

18.08.157 Electric vehicle infrastructure.

18.08.158 Electric vehicle parking space.

18.08.160 Family.

18.08.170 Family day care home.

18.08.175 Family entertainment center.

18.08.177 Funeral home.

18.08.180 Gasoline service station.

18.08.183 Handling or processing of hazardous substances.

18.08.185 Hazardous waste.

18.08.190 Home occupation.

18.08.200 Hospital.

18.08.210 Hotel.

18.08.215 Indoor sports arenas, auditoriums, and exhibition halls.

18.08.216 Laundry/dry cleaning.

18.08.220 Loading space, off-street.

18.08.230 Lot.

18.08.240 Lot, corner.

18.08.250 Lot depth.

18.08.260 Lot, interior.

18.08.270 Lot of record.

18.08.280 Lot, through.

18.08.290 Lot width.

18.08.300 Major recreational vehicles.

18.08.315 Manufactured home park.

18.08.316 Medium charging.

18.08.317 Medium-speed electric vehicle.

18.08.320 Mini-day care center.

18.08.330 Motel.

18.08.331 Neighborhood electric vehicle.

18.08.332 Non-electric vehicle.

18.08.333 Off-site hazardous waste facilities.

18.08.336 On-site hazardous waste facilities.

18.08.340 Ordinary high water mark.

18.08.360 Person.

18.08.363 Pet care center.

18.08.365 Pharmacy/drug store.

18.08.370 Planning commission.

18.08.373 Plug-in hybrid electric vehicle (PHEV).

18.08.375 Professional office.

18.08.377 Public utility structure.

18.08.378 Rapid charging station.

18.08.379 Recreational vehicle.

18.08.380 Recreational vehicle park.

18.08.381 Recreational vehicle site.

18.08.382 Retail food/grocery store.

18.08.383 Retail stores and service establishments.

18.08.384 Shall and may.

18.08.385 Site development permit.

18.08.386 Slow charging.

18.08.390 Street line.

18.08.400 Structure.

18.08.403 Temporary food service establishment.

18.08.404 Theater.

18.08.405 Transient accommodation.

18.08.410 Travel trailer.

18.08.415 Upholstery shop.

18.08.420 Used or occupied.

18.08.430 Yard.

18.08.440 Yard, front.

18.08.450 Yard, rear.

18.08.460 Yard, side.

18.08.470 Yard, special.

Previous sections remain unchanged

Add

18.08.385 Site development permit.

"Site development permit" means an application for site preparation of undeveloped land where no building or structure is altered, moved or constructed.

Subsequent changes remain unchanged

TAB 5

City of Leavenworth

May 10, 2016 Computer Systems for Recycling List

ID #	Serial #	Value	Date Acquired	Department/User
13	1008582	$0.00	1/25/2008	Former Mayor Laptop
16	1035585	$0.00	4/20/2008	Server – Obsolete/City Hall
19	GFJ8LH1	$0.00	10/14/2008	Server – Shoretel Phone System
18	B99XCG1	$0.00	6/1/2008	PW Admin Asst/Former PW Director
11	1223106	$0.00	8/1/2010	Office Asst/Former Finance Director

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LEAVENWORTH AND FIREFLY FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement') is made and entered into by and between the City of Leavenworth, a Washington State municipal corporation ("City"), and Firefly ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with professional services regarding the removal of surplus computer systems and any related components as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

III.2 **WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

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

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

III.3 **TERM.** The term of this Agreement shall commence on March 1, 2014 and shall renew automatically each year on March 1, unless terminated by either party with written notice at any time in accordance with section V.2. of this agreement.

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

III.5 **EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 **INDEMNITY.**

a. The Consultant shall at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Consultant in performance of Consultant's professional services under this Agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons

employed by the City, the Consultant or other person and all property owned or claimed by the City, the Consultant, or affiliate of the Consultant, or any other person.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

c. The Consultant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Consultant's waiver of immunity by the provisions of this paragraph extends only to claims against the Consultant by the City and does not include, or extend to, any claims by the Consultant's employees directly against Consultant. The obligations of Consultant under this subsection have been mutually negotiated by the parties hereto, and Consultant acknowledges that the City would not enter into this Agreement without the waiver thereof of Consultant. See additional liability release as described in the "Scope of Services."

d. Nothing contained in this section or Agreement shall be construed to create a liability or a right of indemnification by any third party.

e. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

f. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

III.7 **INSURANCE.**

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the

performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverage's except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

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

(2) Automobile Liability. Insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

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

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

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

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

d. **Acceptability of Insurers**. Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII.

e. **Verification of Coverage**. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

f. **Insurance shall be Primary**. The Consultant's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance

pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

III.8 **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION**. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

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

III.11 **INDEPENDENT CONTRACTOR**.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this

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

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

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

d. Prior to commencement of work, the Consultant shall obtain a business license from the City if the services are performed within the city limits. If products are removed and services are performed in another city no license is required.

III.12 **CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

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

III.14 **SUBCONTRACTORS/SUBCONSULTANTS.**

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

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultants has proper license and bonding, if required by statute, must be included in the verification process.

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS.**

a. The Consultant shall be compensated by the City for services rendered under this Agreement as described in the Scope of Services.

IV.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

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

ARTICLE V. GENERAL

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

City Administrator
City of Leavenworth
PO Box 287
Leavenworth, WA 98826
(509)548-5275

Notices to the Consultant shall be sent to the following address:

Firefly
Max Glide Inc, DBA Firefly
Wenatchee, WA 98801
(509)663-7082

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

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

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

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

V.5 **SEVERABILITY**

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

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

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

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

V.8 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.9 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this 8 day of April, 2014.

CITY OF LEAVENWORTH

By _____
Cheryl K. Farivar, Mayor

Firefly

By _____
Jeff Weber, President

Approved as to form:

_____
Thom H. Graafstra, City Attorney

Exhibit A
"Scope of Services"

Section 1 - Services and Materials: The City of Leavenworth will receive a Certificate of Transfer for each computer that Firefly is provided that contains one or more hard drive(s). Each hard drive(s) shall be physically removed from the computer system and marked with the same identification key as the computer it came from. All hard drives are to be returned within 30 days to the City of Leavenworth for retention purposes if not removed on site. All computer systems, if taken off site, are to remain at the business property of Firefly until the hard drives are removed and at no time will the data be available for viewing to any individual not authorized as an employee of Firefly.

Section 2 - Payments: Firefly will pickup and dispose of Computer Systems at no monetary cost to the City of Leavenworth. Payment to the City of Leavenworth from Firefly will be considered the pickup and correct disposal of said Computer Systems. Payment to Firefly will be in the form of Computer Systems received from the City of Leavenworth.

Section 3 – Additional Liability: The City of Leavenworth shall have a backup of all data on the hard drives of all Computer Systems that are being provided to Firefly. Likewise, Firefly has no liability to The City of Leavenworth for the data contained on said hard drives, with the exception of the agreement to return all hard drives. Firefly also agrees to ensure that no copies of any hard drive contents are made prior to returning the hard drives.

ACCOUNTS PAYABLE

Accts Pay #	Received	Date Due	Vendor	Amount	Memo

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

Councilmember	Councilmember	Councilmember
Councilmember	Councilmember	Coucilmember
	Cheatham	

ACCOUNTS PAYABLE

City Of Leavenworth
MCAG #: 0222

As Of: 05/11/2016

Time: 15:37:39 Date: 05/05/2016
Page: 1

Accts Pay #	Received	Date Due	Vendor		Amount	Memo
22102	**05/11/2016**	**05/11/2016**	**4046**	**A WorkSAFE Service, Inc,**	**208.00**	**Drug Testing**
	576 20 31 00 Office & Operating Supplie			176 000 576 Community Sw	156.00	
	576 80 31 00 Office & Operating Supplie			001 000 576 Current Expens	52.00	
22066	**05/11/2016**	**05/11/2016**	**6818**	**AdventureWenatchee**	**1,077.44**	**Advertising Group Funds/Tour De Bloom/Wenatchee Valley Velo Club**
	557 30 44 08 Advertising - Group Fundin			104 000 557 Lodging Tax	1,077.44	
22144	**05/11/2016**	**05/11/2016**	**4800**	**Ale-fest**	**683.47**	**Deposit Refund Less Add't Rented Table And Chairs**
	347 30 06 02 Equipment Rental			110 000 340 Leavenworth Ci	-1,000.00	
	347 30 06 02 Equipment Rental			110 000 340 Leavenworth Ci	292.00	
	386 00 00 01 State Remittance - Sales Ta			110 000 380 Leavenworth Ci	24.53	
22147	**05/11/2016**	**05/11/2016**	**4797**	**Apple City Roller Derby**	**770.00**	**Festhalle Depoosit Refunds For Facility / Equipment / Refund Of Unused Security Fee. Orig. Inv# 5992**
	347 30 06 01 Room Rental			110 000 340 Leavenworth Ci	-20.00	
	347 30 06 03 Room Deposit Fees			110 000 340 Leavenworth Ci	-500.00	
	347 30 06 04 Equipment Deposit Fees			110 000 340 Leavenworth Ci	-250.00	
22148	**05/11/2016**	**05/11/2016**	**4797**	**Apple City Roller Derby**	**810.00**	**Festhalle Deposit Refunds For Facility/ Equipment / Refund Of Unused Security Fee**
	347 30 06 01 Room Rental			110 000 340 Leavenworth Ci	-60.00	
	347 30 06 03 Room Deposit Fees			110 000 340 Leavenworth Ci	-500.00	
	347 30 06 04 Equipment Deposit Fees			110 000 340 Leavenworth Ci	-250.00	
				Total Apple City Roller Derby	1,580.00	
22030	**05/11/2016**	**05/11/2016**	**6519**	**Blue Lotus Foundation**	**10,000.00**	**Bike Pump Park/Grant Support**
	594 76 63 82 Bike Pump Park			001 000 594 Current Expens	10,000.00	
22076	**05/11/2016**	**05/11/2016**	**4236**	**Blue Tarp Financial, Inc.**	**429.97**	**Parks Supplies**
	576 80 31 00 Office & Operating Supplie			001 000 576 Current Expens	429.97	
22069	**05/11/2016**	**05/11/2016**	**123**	**Cascade Analytical, Inc.**	**66.95**	**WTP Water Testing**
	534 80 51 00 Water Testing			403 000 534 Water	66.95	
22070	**05/11/2016**	**05/11/2016**	**123**	**Cascade Analytical, Inc.**	**465.56**	**WTP - Water Testing**

ACCOUNTS PAYABLE

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
	534 80 51 00 Water Testing		403 000 534 Water	465.56	
22071	**05/11/2016**	**05/11/2016 123**	**Cascade Analytical, Inc.**	**53.56**	**WTP - Water Testing**
	534 80 51 00 Water Testing		403 000 534 Water	53.56	
22072	**05/11/2016**	**05/11/2016 123**	**Cascade Analytical, Inc.**	**108.67**	**WWTP - Water Testing**
	535 80 41 00 Professional Services		404 000 535 Sewer	108.67	
22073	**05/11/2016**	**05/11/2016 123**	**Cascade Analytical, Inc.**	**26.78**	**WWTP - Water Testing**
	535 80 41 00 Professional Services		404 000 535 Sewer	26.78	
22158	**05/11/2016**	**05/11/2016 123**	**Cascade Analytical, Inc.**	**72.10**	**WWTP - Water Testing**
	535 80 31 00 Operating Supplies-Collecti		404 000 535 Sewer	72.10	
22159	**05/11/2016**	**05/11/2016 123**	**Cascade Analytical, Inc.**	**36.05**	**WTP - Water Testing**
	534 80 51 00 Water Testing		403 000 534 Water	36.05	
22160	**05/11/2016**	**05/11/2016 123**	**Cascade Analytical, Inc.**	**26.78**	**WTP - Water Testing**
	534 80 51 00 Water Testing		403 000 534 Water	26.78	
			Total Cascade Analytical, Inc.	856.45	
22142	**05/11/2016**	**05/11/2016 125**	**Cascade Auto Parts Inc**	**888.29**	**Shop Parts/supplies**
	534 80 32 00 Operating Supplies-Trtmnt		403 000 534 Water	25.65	
	548 68 31 00 Office & Operating Supplie		501 000 548 Equip Rental &	91.90	
	548 68 31 00 Office & Operating Supplie		501 000 548 Equip Rental &	42.48	
	548 68 31 00 Office & Operating Supplie		501 000 548 Equip Rental &	90.47	
	548 68 31 00 Office & Operating Supplie		501 000 548 Equip Rental &	34.96	
	548 68 34 00 Supp Purchased For Invent		501 000 548 Equip Rental &	43.73	
	548 68 34 00 Supp Purchased For Invent		501 000 548 Equip Rental &	20.57	
	548 68 34 00 Supp Purchased For Invent		501 000 548 Equip Rental &	25.51	
	548 68 34 00 Supp Purchased For Invent		501 000 548 Equip Rental &	382.41	
	548 68 34 00 Supp Purchased For Invent		501 000 548 Equip Rental &	23.29	
	548 68 35 00 Small Tools & Minor Equip		501 000 548 Equip Rental &	107.32	
22103	**05/11/2016**	**05/11/2016 6084**	**Cascade Quality Water**	**6.65**	**Water / WWTP**
	535 80 32 00 Operating Supplies-Trtmnt		404 000 535 Sewer	6.65	
22104	**05/11/2016**	**05/11/2016 6084**	**Cascade Quality Water**	**19.95**	**Water / Parks**

ACCOUNTS PAYABLE

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
	576 80 31 00 Office & Operating Supplie		001 000 576 Current Expens	19.95	
22105	**05/11/2016**	**05/11/2016 6084**	**Cascade Quality Water**	**39.90**	**Water / PW Shop**
	548 68 31 00 Office & Operating Supplie		501 000 548 Equip Rental &	39.90	
22106	**05/11/2016**	**05/11/2016 6084**	**Cascade Quality Water**	**54.70**	**Water / City Hall**
	518 20 31 00 Office & Operating Supplie		001 000 518 Current Expens	54.70	
			Total Cascade Quality Water	121.20	
22064	**05/11/2016**	**05/11/2016 4160**	**Central Cascade Land Co., Inc.**	**2,376.00**	**Enchantment Park Supplies**
	594 76 63 79 Enchantment Park Imp.		001 000 594 Current Expens	2,376.00	
22049	**05/11/2016**	**05/11/2016 2313**	**Chelan County PUD**	**138.18**	**Ski Hill Pumping Station**
	534 80 47 00 Utilities		403 000 534 Water	138.18	
22100	**05/11/2016**	**05/11/2016 2313**	**Chelan County PUD**	**98.79**	**Train Station**
	557 30 47 02 Utilities - Icicle Station		104 000 557 Lodging Tax	98.79	
22107	**05/11/2016**	**05/11/2016 2313**	**Chelan County PUD**	**860.22**	**Festhalle / PW Shop / Street Light**
	542 63 47 00 Utilities		101 000 542 Streets	69.23	
	548 68 47 00 Utilities		501 000 548 Equip Rental &	249.16	
	575 48 47 00 Utility Services		110 000 575 Leavenworth Ci	541.83	
22108	**05/11/2016**	**05/11/2016 2313**	**Chelan County PUD**	**497.21**	**City Hall / Restrooms**
	518 20 47 00 Utilities		001 000 518 Current Expens	248.61	
	557 30 47 01 Utilities-Restrooms		104 000 557 Lodging Tax	248.60	
22109	**05/11/2016**	**05/11/2016 2313**	**Chelan County PUD**	**34.50**	**Cemetary**
	536 50 47 00 Utilities		001 000 536 Current Expens	34.50	
22110	**05/11/2016**	**05/11/2016 2313**	**Chelan County PUD**	**397.87**	**Parks**
	557 30 47 01 Utilities-Restrooms		104 000 557 Lodging Tax	198.93	
	576 80 47 00 Utilities		001 000 576 Current Expens	198.94	
22111	**05/11/2016**	**05/11/2016 2313**	**Chelan County PUD**	**73.81**	**Pool**
	576 20 47 00 Utilities		176 000 576 Community Sw	73.81	

ACCOUNTS PAYABLE

Accts Pay #	Received	Date Due		Vendor	Amount	Memo
22112	**05/11/2016**	**05/11/2016**	**2313**	**Chelan County PUD**	**1,218.36**	**Street Lights**
	542 63 47 00 Utilities			101 000 542 Streets	1,218.36	
22113	**05/11/2016**	**05/11/2016**	**2313**	**Chelan County PUD**	**1,173.43**	**WTP**
	534 80 47 00 Utilities			403 000 534 Water	1,173.43	
22114	**05/11/2016**	**05/11/2016**	**2313**	**Chelan County PUD**	**1,749.21**	**WWTP**
	535 80 47 00 Utilities			404 000 535 Sewer	1,749.21	
22115	**05/11/2016**	**05/11/2016**	**2313**	**Chelan County PUD**	**19.66**	**Street Light**
	542 63 47 00 Utilities			101 000 542 Streets	19.66	
22116	**05/11/2016**	**05/11/2016**	**2313**	**Chelan County PUD**	**59.33**	**Street Lights**
	542 63 47 00 Utilities			101 000 542 Streets	59.33	
22117	**05/11/2016**	**05/11/2016**	**2313**	**Chelan County PUD**	**55.78**	**Recycle Ctr**
	537 80 47 00 Utilities			402 000 537 Garbage	55.78	
				Total Chelan County PUD	6,376.35	
22130	**05/11/2016**	**05/11/2016**	**171**	**Cintas Corporation Loc #607**	**390.55**	**Mats/Coveralls**
	518 20 48 00 Repairs & Maintenance Cit			001 000 518 Current Expens	97.64	
	535 80 48 00 Repairs & Maintenance			404 000 535 Sewer	97.64	
	548 68 48 00 Repairs & Maintenance			501 000 548 Equip Rental &	97.64	
	576 80 48 00 Repairs & Maintenance			001 000 576 Current Expens	97.63	
22131	**05/11/2016**	**05/11/2016**	**171**	**Cintas Corporation Loc #607**	**200.17**	**Mats/Coveralls**
	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 &	102.95	
	576 80 48 00 Repairs & Maintenance			001 000 576 Current Expens	44.84	
22132	**05/11/2016**	**05/11/2016**	**171**	**Cintas Corporation Loc #607**	**200.17**	**Mats/Coveralls**
	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 &	102.95	
	576 80 48 00 Repairs & Maintenance			001 000 576 Current Expens	44.84	
22164	**05/11/2016**	**05/11/2016**	**171**	**Cintas Corporation Loc #607**	**403.74**	**PW Clothing**

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
		548 68 31 00 Office & Operating Supplie	501 000 548 Equip Rental &	403.74	
			Total Cintas Corporation Loc #607	1,194.63	
22078	**05/11/2016**	**05/11/2016 174**	**City Of Leavenworth**	**8,264.30**	**City Utillities**
		518 20 47 00 Utilities	001 000 518 Current Expens	240.33	
		535 80 47 00 Utilities	404 000 535 Sewer	888.83	
		535 80 47 00 Utilities	404 000 535 Sewer	214.76	
		536 50 47 00 Utilities	001 000 536 Current Expens	523.47	
		557 30 47 00 Utilities-Street Cans	104 000 557 Lodging Tax	2,189.90	
		557 30 47 01 Utilities-Restrooms	104 000 557 Lodging Tax	219.37	
		557 30 47 01 Utilities-Restrooms	104 000 557 Lodging Tax	255.17	
		557 30 47 01 Utilities-Restrooms	104 000 557 Lodging Tax	790.66	
		575 48 47 00 Utility Services	110 000 575 Leavenworth Ci	632.27	
		575 48 47 00 Utility Services	110 000 575 Leavenworth Ci	61.77	
		576 20 47 00 Utilities	176 000 576 Community Sw	163.77	
		576 80 47 00 Utilities	001 000 576 Current Expens	86.85	
		576 80 47 00 Utilities	001 000 576 Current Expens	165.12	
		576 80 47 00 Utilities	001 000 576 Current Expens	201.73	
		576 80 47 00 Utilities	001 000 576 Current Expens	228.16	
		576 80 47 00 Utilities	001 000 576 Current Expens	163.58	
		576 80 47 00 Utilities	001 000 576 Current Expens	162.28	
		576 80 47 00 Utilities	001 000 576 Current Expens	293.15	
		576 80 47 00 Utilities	001 000 576 Current Expens	74.39	
		576 80 47 00 Utilities	001 000 576 Current Expens	74.39	
		576 80 47 00 Utilities	001 000 576 Current Expens	74.39	
		576 80 47 00 Utilities	001 000 576 Current Expens	156.54	
		576 80 47 00 Utilities	001 000 576 Current Expens	74.39	
		576 80 47 00 Utilities	001 000 576 Current Expens	59.24	
		576 80 47 00 Utilities	001 000 576 Current Expens	59.24	
		576 80 47 00 Utilities	001 000 576 Current Expens	74.39	
		576 80 47 00 Utilities	001 000 576 Current Expens	61.77	
		576 80 47 00 Utilities	001 000 576 Current Expens	74.39	
22101	**05/11/2016**	**05/11/2016 199**	**Commercial Printing Inc**	**40.97**	**Business Cards / Cheri Farivar**
		511 60 31 00 Office & Operating Supplie	001 000 511 Current Expens	40.97	
22047	**05/11/2016**	**05/11/2016 4604**	**Confluence Health**	**445.87**	**Employees Drug/Employment Tests**
		576 20 31 00 Office & Operating Supplie	176 000 576 Community Sw	266.14	
		576 80 31 00 Office & Operating Supplie	001 000 576 Current Expens	179.73	

ACCOUNTS PAYABLE

Accts Pay #	Received	Date Due		Vendor	Amount	Memo
22162	**05/11/2016**	**05/11/2016**	**4592**	**Consolidated Supply**	**35.42**	**Pump Track Line Extension**
	576 80 31 00 Office & Operating Supplie			001 000 576 Current Expens	35.42	
22118	**05/11/2016**	**05/11/2016**	**4935**	**Creach Greenhouse Inc.**	**21,246.42**	**Flowers - Hanging Baskets**
	576 80 48 01 Dntwn Floral Hanging Bask			001 000 576 Current Expens	21,246.42	
22119	**05/11/2016**	**05/11/2016**	**227**	**Dan's Food Market**	**79.83**	**Supplies**
	534 80 32 00 Operating Supplies-Trtmnt			403 000 534 Water	3.24	
	535 80 32 00 Operating Supplies-Trtmnt			404 000 535 Sewer	76.59	
22163	**05/11/2016**	**05/11/2016**	**512**	**Deason, Michael**	**357.49**	**Acton Addition Utilities**
	534 80 41 05 Pro Svs - Developer Reviev			403 000 534 Water	178.75	
	535 80 41 05 ProSvs-Developer Review			404 000 535 Sewer	178.74	
22150	**05/11/2016**	**05/11/2016**	**3794**	**Dept of Commerce**	**29,044.65**	**Reservoir Reconstruction & Telemetry PW-05-691-030**
	591 34 78 03 Debt Redemp-Prin/05 Rese			403 000 591 Water	27,661.57	
	592 34 83 03 Debt Redemp-Int/05 Reserv			403 000 592 Water	1,383.08	
22151	**05/11/2016**	**05/11/2016**	**3794**	**Dept of Commerce**	**38,733.81**	**E Leavenworth Rd Water Supply Transmission Main PC13-961-024**
	591 34 78 08 Debt Redemp-Prin 2013 PV			403 000 591 Water	35,699.37	
	592 34 83 08 Debt Redemp-Int/2013 PW			403 000 592 Water	3,034.44	
22152	**05/11/2016**	**05/11/2016**	**3794**	**Dept of Commerce**	**140,840.53**	**WW System Improvements Project PW-97-791-025**
	591 35 78 03 Debt Redemp-Prin/97 PWT			404 000 591 Sewer	138,078.95	
	592 35 83 03 Debt Redemp-Int/97 PWTF			404 000 592 Sewer	2,761.58	
22153	**05/11/2016**	**05/11/2016**	**3794**	**Dept of Commerce**	**42,236.84**	**Leavenworth Dwntn Roadway Rehab Project PR09-951-004**
	591 34 78 05 Debt Redemp-Prin/09 PWT			403 000 591 Water	9,868.42	
	591 35 78 00 Debt Redemp-Prin/09 PWT			404 000 591 Sewer	9,868.42	
	591 95 70 00 Debt Redemp-Prin/09 PWT			101 000 591 Streets	19,736.84	
	592 34 83 05 Debt Redemp-Int/09 PWTF			403 000 592 Water	690.79	
	592 35 83 02 Debt Redemp-Int/09 PWTF			404 000 592 Sewer	690.79	
	592 95 80 00 Debt Redemp-Int/09 PWTF			101 000 592 Streets	1,381.58	
22154	**05/11/2016**	**05/11/2016**	**3794**	**Dept of Commerce**	**55,037.50**	**Phase I - Division & Front Street: Stormwater/Util PC13-961-036**

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
	591 31 78 00 Debt Redemp-Prin/2012 PV		410 000 591 Stormwater	4,958.34	
	591 34 78 07 Debt Redemp-Prin 2012 PV		403 000 591 Water	5,454.17	
	591 35 78 06 Debt Redemp-Prin 2012 PV		404 000 591 Sewer	1,983.33	
	591 95 70 01 Debt Redemp-Prin/2012 PV		101 000 591 Streets	37,187.49	
	592 31 83 00 Debt Redemp-Int/2012 PW		410 000 592 Stormwater	545.41	
	592 34 83 07 Debt Redemp-Int/2012 PW		403 000 592 Water	599.96	
	592 35 83 04 Debt Redemp-Int/2012 PW		404 000 592 Sewer	218.17	
	592 95 80 01 Debt Redemp-Int/2012 PW		101 000 592 Streets	4,090.63	
			Total Dept of Commerce	305,893.33	
22075	**05/11/2016**	**05/11/2016**	**5666**	**Dept of Licensing**	**6.16**	**IVIPS**
	542 65 31 01 Office & Operating Supplie		415 000 542 Parking	6.16	
22068	**05/11/2016**	**05/11/2016**	**378**	**Dex Media**	**30.37**	**Advertising**
	518 90 44 00 Advertising		502 000 518 Central Service	30.37	
22120	**05/11/2016**	**05/11/2016**	**265**	**Doug's Diesel Repair Inc.**	**2,759.84**	**Garbage Truck#1**
	548 68 34 01 SPFI-Garbage Truck		501 000 548 Equip Rental &	2,759.84	
22121	**05/11/2016**	**05/11/2016**	**4806**	**Drozdowski, Jarod**	**1,215.00**	**Festhalle Mgr**
	575 48 41 00 Managerial Services		110 000 575 Leavenworth Ci	1,215.00	
22063	**05/11/2016**	**05/11/2016**	**3823**	**Fields, Matt**	**800.00**	**Cityhall Website - Troubleshoot Mass Emails, Forms & Calendars.**
	518 90 41 04 Website Design-ProSvs		502 000 518 Central Service	800.00	
22046	**05/11/2016**	**05/11/2016**	**298**	**Firefly Inc.**	**625.00**	**Cityhall Website - Mass Email/forms Issues**
	518 90 41 04 Website Design-ProSvs		502 000 518 Central Service	625.00	
22096	**05/11/2016**	**05/11/2016**	**4195**	**Global Equipment Company**	**261.08**	**Pointy People Supplies**
	594 76 63 20 Way Finding Signage (Hwy		104 000 594 Lodging Tax	261.08	
22122	**05/11/2016**	**05/11/2016**	**331**	**Graybeal Signs Inc.**	**114.59**	**P-4 Lot Parking Sign**
	542 65 48 01 Repairs & Maintenance		415 000 542 Parking	114.59	
21600	**05/11/2016**	**05/11/2016**	**340**	**H.D. Fowler Company Inc.**	**-694.94**	**Credit On Account / Returned Parts - WTP**
	534 80 31 00 Operating Supplies-Distribu		403 000 534 Water	-694.94	

ACCOUNTS PAYABLE

Accts Pay #	Received	Date Due		Vendor	Amount	Memo
21725	**05/11/2016**	**05/11/2016**	**340**	**H.D. Fowler Company Inc.**	**169.95**	**Parks Supplies**
	576 80 31 00 Office & Operating Supplie			001 000 576 Current Expens	169.95	
21786	**05/11/2016**	**05/11/2016**	**340**	**H.D. Fowler Company Inc.**	**57.52**	**WTP Supplies**
	534 80 31 00 Operating Supplies-Distribu			403 000 534 Water	57.52	
21920	**05/11/2016**	**05/11/2016**	**340**	**H.D. Fowler Company Inc.**	**223.04**	**WTP Parts**
	534 80 31 00 Operating Supplies-Distribu			403 000 534 Water	223.04	
22094	**05/11/2016**	**05/11/2016**	**340**	**H.D. Fowler Company Inc.**	**329.44**	**Pool Supplies**
	576 20 48 00 Repairs & Maintenance			176 000 576 Community Sw	329.44	
22095	**05/11/2016**	**05/11/2016**	**340**	**H.D. Fowler Company Inc.**	**502.78**	**Parks Supplies**
	576 80 31 00 Office & Operating Supplie			001 000 576 Current Expens	502.78	
22166	**05/11/2016**	**05/11/2016**	**340**	**H.D. Fowler Company Inc.**	**293.77**	**Parks Supplies**
	576 80 31 00 Office & Operating Supplie			001 000 576 Current Expens	293.77	
22167	**05/11/2016**	**05/11/2016**	**340**	**H.D. Fowler Company Inc.**	**146.54**	**WTP Supplies**
	534 80 31 00 Operating Supplies-Distribu			403 000 534 Water	146.54	
22168	**05/11/2016**	**05/11/2016**	**340**	**H.D. Fowler Company Inc.**	**76.87**	**Parks & Stormwater Supplies**
	531 30 31 00 Office & Operating Supplie			410 000 531 Stormwater	62.65	
	576 80 31 00 Office & Operating Supplie			001 000 576 Current Expens	14.22	
22169	**05/11/2016**	**05/11/2016**	**340**	**H.D. Fowler Company Inc.**	**122.97**	**Pool Supplies**
	576 20 48 00 Repairs & Maintenance			176 000 576 Community Sw	122.97	
				Total H.D. Fowler Company Inc.	1,227.94	
22065	**05/11/2016**	**05/11/2016**	**345**	**Haglund's Trophies**	**23.31**	**Council Member Sign R Brinkman**
	511 60 31 00 Office & Operating Supplie			001 000 511 Current Expens	23.31	
22123	**05/11/2016**	**05/11/2016**	**358**	**Home Depot Credit Svc**	**1,147.10**	**Supplies**
	534 80 32 00 Operating Supplies-Trtmnt			403 000 534 Water	81.33	
	542 30 48 00 Repairs & Maintenance			101 000 542 Streets	63.85	
	576 80 31 00 Office & Operating Supplie			001 000 576 Current Expens	96.48	
	576 80 31 00 Office & Operating Supplie			001 000 576 Current Expens	67.16	

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
		576 80 35 00 Small Tools & Minor Equip	001 000 576 Current Expens	184.02	
		576 80 45 00 Operating Rentals & Leases	001 000 576 Current Expens	325.55	
		576 80 45 00 Operating Rentals & Leases	001 000 576 Current Expens	-125.99	
		576 80 45 00 Operating Rentals & Leases	001 000 576 Current Expens	-15.11	
		594 76 63 02 Pool Interior Maint.	176 000 594 Community Sw	218.45	
		594 76 64 05 Mai Pole Replacement	104 000 594 Lodging Tax	218.45	
		594 76 64 05 Mai Pole Replacement	104 000 594 Lodging Tax	32.91	
22124	**05/11/2016**	**05/11/2016 4854**	**Integritech LLC**	**56.25**	**Engineering Svc / April 2016 / Well Testing**
		594 34 63 30 New Well Drilling - Pump #	403 000 594 Water	56.25	
22133	**05/11/2016**	**05/11/2016 417**	**Jerry's Auto Suppy**	**530.00**	**Shop / Park Supplies**
		548 68 31 00 Office & Operating Supplie	501 000 548 Equip Rental &	10.83	
		548 68 31 00 Office & Operating Supplie	501 000 548 Equip Rental &	27.63	
		576 80 31 00 Office & Operating Supplie	001 000 576 Current Expens	14.63	
		576 80 35 00 Small Tools & Minor Equip	001 000 576 Current Expens	476.91	
22134	**05/11/2016**	**05/11/2016 5626**	**KCDA Purchasing Cooperative**	**1,648.78**	**Office Supplies**
		518 20 31 00 Office & Operating Supplie	001 000 518 Current Expens	36.93	
		537 80 31 00 Office & Operating Supplie	402 000 537 Garbage	167.87	
		548 68 31 00 Office & Operating Supplie	501 000 548 Equip Rental &	18.30	
		575 48 31 00 Office & Operating Supplie	110 000 575 Leavenworth Ci	129.80	
		576 80 31 00 Office & Operating Supplie	001 000 576 Current Expens	1,295.88	
22157	**05/11/2016**	**05/11/2016 4107**	**KOHO 101.1 FM**	**600.00**	**Fire/Emergency Preparedness Campaign**
		518 90 44 00 Advertising	502 000 518 Central Service	600.00	
22050	**05/11/2016**	**05/11/2016 4890**	**Kyle Mathison Orchards, INC**	**240.00**	**Yard Waste Recycle Dump Fees**
		537 80 51 03 Recycling Dump Fees	402 000 537 Garbage	240.00	
22165	**05/11/2016**	**05/11/2016 4890**	**Kyle Mathison Orchards, INC**	**240.00**	**Recycling Dump Fees**
		537 80 51 03 Recycling Dump Fees	402 000 537 Garbage	240.00	
			Total Kyle Mathison Orchards, INC	480.00	
22051	**05/11/2016**	**05/11/2016 474**	**Leavenworth Chamber Of Commerce**	**61,605.96**	**Chamber Quarterly Billing**
		557 30 44 00 Advertising-Chamber	104 000 557 Lodging Tax	61,605.96	
22135	**05/11/2016**	**05/11/2016 482**	**Leavenworth Senior Center Inc.**	**500.00**	**Restroom Lockup Services**

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
	576 80 41 00 ProSvs-Restroom Lockup		001 000 576 Current Expens	500.00	
22136	**05/11/2016**	**05/11/2016 482**	**Leavenworth Senior Center Inc.**	**361.20**	**Recycle Attendant Services**
	537 80 41 01 Recycling Pro-Svs-Attenda		402 000 537 Garbage	361.20	
			Total Leavenworth Senior Center Inc.	861.20	
22145	**05/11/2016**	**05/11/2016 3126**	**Leavenworth Winter Sports Club**	**1,430.00**	**Deposit Refunds For Facility And Equipment / Refund Of Unused Security Fees**
	347 30 06 01 Room Rental		110 000 340 Leavenworth Ci	-180.00	
	347 30 06 03 Room Deposit Fees		110 000 340 Leavenworth Ci	-1,000.00	
	347 30 06 04 Equipment Deposit Fees		110 000 340 Leavenworth Ci	-250.00	
22143	**05/11/2016**	**05/11/2016 504**	**Marson & Marson Lumber Inc.**	**3,874.66**	**Various Depts - Operating Supplies**
	534 80 32 00 Operating Supplies-Trtmnt		403 000 534 Water	24.13	
	535 80 32 00 Operating Supplies-Trtmnt		404 000 535 Sewer	8.66	
	542 30 31 00 Office & Operating Supplie		101 000 542 Streets	60.62	
	542 30 48 00 Repairs & Maintenance		101 000 542 Streets	41.30	
	542 61 48 00 Repairs & Maintenance		101 000 542 Streets	22.08	
	542 61 48 00 Repairs & Maintenance		101 000 542 Streets	2.81	
	542 61 48 00 Repairs & Maintenance		101 000 542 Streets	38.96	
	542 64 31 00 Office & Operating Supplie		101 000 542 Streets	338.10	
	542 64 31 00 Office & Operating Supplie		101 000 542 Streets	10.82	
	542 64 31 00 Office & Operating Supplie		101 000 542 Streets	20.16	
	542 64 31 00 Office & Operating Supplie		101 000 542 Streets	193.83	
	542 65 31 01 Office & Operating Supplie		415 000 542 Parking	11.06	
	548 68 31 00 Office & Operating Supplie		501 000 548 Equip Rental &	3.25	
	575 48 31 00 Office & Operating Supplie		110 000 575 Leavenworth Ci	41.18	
	576 80 31 00 Office & Operating Supplie		001 000 576 Current Expens	17.01	
	576 80 31 00 Office & Operating Supplie		001 000 576 Current Expens	9.20	
	576 80 31 00 Office & Operating Supplie		001 000 576 Current Expens	4.10	
	576 80 31 00 Office & Operating Supplie		001 000 576 Current Expens	8.68	
	576 80 31 00 Office & Operating Supplie		001 000 576 Current Expens	4.25	
	576 80 31 00 Office & Operating Supplie		001 000 576 Current Expens	166.78	
	576 80 31 00 Office & Operating Supplie		001 000 576 Current Expens	26.37	
	576 80 31 00 Office & Operating Supplie		001 000 576 Current Expens	136.41	
	576 80 31 00 Office & Operating Supplie		001 000 576 Current Expens	35.74	
	576 80 31 00 Office & Operating Supplie		001 000 576 Current Expens	66.74	
	576 80 31 00 Office & Operating Supplie		001 000 576 Current Expens	61.44	
	576 80 31 00 Office & Operating Supplie		001 000 576 Current Expens	64.13	
	576 80 31 00 Office & Operating Supplie		001 000 576 Current Expens	12.87	

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
	576 80 31 00 Office & Operating Supplie		001 000 576 Current Expens	606.06	
	576 80 31 00 Office & Operating Supplie		001 000 576 Current Expens	37.93	
	576 80 31 00 Office & Operating Supplie		001 000 576 Current Expens	29.52	
	576 80 31 00 Office & Operating Supplie		001 000 576 Current Expens	35.66	
	576 80 31 00 Office & Operating Supplie		001 000 576 Current Expens	38.44	
	594 76 63 02 Pool Interior Maint.		176 000 594 Community Sw	426.63	
	594 76 63 02 Pool Interior Maint.		176 000 594 Community Sw	62.56	
	594 76 63 02 Pool Interior Maint.		176 000 594 Community Sw	52.96	
	594 76 63 02 Pool Interior Maint.		176 000 594 Community Sw	19.49	
	594 76 63 02 Pool Interior Maint.		176 000 594 Community Sw	24.43	
	594 76 63 02 Pool Interior Maint.		176 000 594 Community Sw	29.25	
	594 76 63 02 Pool Interior Maint.		176 000 594 Community Sw	15.15	
	594 76 64 05 Mai Pole Replacement		104 000 594 Lodging Tax	366.81	
	594 76 64 05 Mai Pole Replacement		104 000 594 Lodging Tax	35.89	
	594 76 64 05 Mai Pole Replacement		104 000 594 Lodging Tax	27.09	
	594 76 64 05 Mai Pole Replacement		104 000 594 Lodging Tax	27.09	
	594 76 64 05 Mai Pole Replacement		104 000 594 Lodging Tax	148.12	
	594 76 64 05 Mai Pole Replacement		104 000 594 Lodging Tax	8.23	
	594 76 64 05 Mai Pole Replacement		104 000 594 Lodging Tax	10.83	
	594 76 64 05 Mai Pole Replacement		104 000 594 Lodging Tax	31.13	
	594 76 64 05 Mai Pole Replacement		104 000 594 Lodging Tax	42.71	
	594 76 64 05 Mai Pole Replacement		104 000 594 Lodging Tax	6.49	
	594 76 64 05 Mai Pole Replacement		104 000 594 Lodging Tax	250.09	
	594 76 64 05 Mai Pole Replacement		104 000 594 Lodging Tax	27.05	
	594 76 64 05 Mai Pole Replacement		104 000 594 Lodging Tax	30.76	
	594 76 64 05 Mai Pole Replacement		104 000 594 Lodging Tax	42.27	
	594 76 64 05 Mai Pole Replacement		104 000 594 Lodging Tax	11.34	
22052	**05/11/2016**	**05/11/2016 519**	**Mid-American Research**	**284.69**	**Shop Supplies**
	548 68 31 00 Office & Operating Supplie		501 000 548 Equip Rental &	284.69	
22053	**05/11/2016**	**05/11/2016 519**	**Mid-American Research**	**346.77**	**Parks Supplies**
	576 80 31 00 Office & Operating Supplie		001 000 576 Current Expens	346.77	
			Total Mid-American Research	631.46	
22062	**05/11/2016**	**05/11/2016 532**	**Motor Mart**	**402.16**	**WWTP - Pump Repairs**
	535 80 48 00 Repairs & Maintenance		404 000 535 Sewer	402.16	
22137	**05/11/2016**	**05/11/2016 588**	**One Call Concepts Inc**	**46.01**	**Utility Locates**
	534 80 31 00 Operating Supplies-Distribu		403 000 534 Water	46.01	

ACCOUNTS PAYABLE

Accts Pay #	Received	Date Due	Vendor		Amount	Memo
22054	**05/11/2016**	**05/11/2016**	**595**	**Oxarc Inc.**	**224.33**	**Fire Extinguisher Maintenance**
	548 68 48 00 Repairs & Maintenance			501 000 548 Equip Rental &	224.33	
22055	**05/11/2016**	**05/11/2016**	**595**	**Oxarc Inc.**	**225.48**	**Fire Extuingisher Maintenance**
	576 80 48 00 Repairs & Maintenance			001 000 576 Current Expens	225.48	
22056	**05/11/2016**	**05/11/2016**	**595**	**Oxarc Inc.**	**100.28**	**Fire Extuingisher Maintenance**
	576 20 48 00 Repairs & Maintenance			176 000 576 Community Sw	100.28	
22057	**05/11/2016**	**05/11/2016**	**595**	**Oxarc Inc.**	**47.70**	**Fire Extuingisher Maintenance**
	536 50 48 00 Repairs & Maintenance			001 000 536 Current Expens	47.70	
22058	**05/11/2016**	**05/11/2016**	**595**	**Oxarc Inc.**	**190.78**	**Fire Extuingisher Maintenance**
	535 80 48 00 Repairs & Maintenance			404 000 535 Sewer	190.78	
22059	**05/11/2016**	**05/11/2016**	**595**	**Oxarc Inc.**	**32.52**	**Fire Extuingisher Maintenance**
	518 20 48 00 Repairs & Maintenance Cit			001 000 518 Current Expens	32.52	
22060	**05/11/2016**	**05/11/2016**	**595**	**Oxarc Inc.**	**71.54**	**Fire Extuingisher Maintenance**
	575 48 48 00 Repairs & Maintenance			110 000 575 Leavenworth Ci	71.54	
22061	**05/11/2016**	**05/11/2016**	**595**	**Oxarc Inc.**	**90.51**	**Fire Extuingisher Maintenance**
	534 80 48 00 Repairs & Maintenance			403 000 534 Water	90.51	
22161	**05/11/2016**	**05/11/2016**	**595**	**Oxarc Inc.**	**15.45**	**WTP Supplies**
	534 80 32 00 Operating Supplies-Trtmnt			403 000 534 Water	15.45	
				Total Oxarc Inc.	998.59	
22155	**05/11/2016**	**05/11/2016**	**4334**	**Pacific Security**	**1,406.00**	**Guard Service**
	575 48 41 02 Security			110 000 575 Leavenworth Ci	1,406.00	
22156	**05/11/2016**	**05/11/2016**	**4334**	**Pacific Security**	**1,793.92**	**Parking Enforcement**
	542 65 41 02 ProSvs-Parking Enforcemei			415 000 542 Parking	1,793.92	
				Total Pacific Security	3,199.92	

ACCOUNTS PAYABLE

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
22074	**05/11/2016**	**05/11/2016 666**	**Ricoh USA, Inc**	**293.05**	**Copier Maintenance**
518 90 45 00 Operating Rentals & Leases			502 000 518 Central Service	293.05	
22146	**05/11/2016**	**05/11/2016 5842**	**Rios, Roxanna**	**400.00**	**Festhalle Facility Deposit Less Add't Security**
347 30 06 01 Room Rental			110 000 340 Leavenworth Ci	100.00	
347 30 06 03 Room Deposit Fees			110 000 340 Leavenworth Ci	-500.00	
22138	**05/11/2016**	**05/11/2016 686**	**S & W Irrigation Supply**	**36.00**	**Maipole**
594 76 64 05 Mai Pole Replacement			104 000 594 Lodging Tax	36.00	
22077	**05/11/2016**	**05/11/2016 4111**	**Sherwin-Williams**	**1,217.98**	**Street Striper**
542 30 48 00 Repairs & Maintenance			101 000 542 Streets	1,217.98	
22044	**05/11/2016**	**05/11/2016 715**	**Solid Waste Systems Inc**	**370.87**	**Sales Tax Balance**
594 37 64 01 Dumpsters-Mach&Equip			402 000 594 Garbage	370.87	
22149	**05/11/2016**	**05/11/2016 740**	**Stutesman Enterprises LLC**	**7,139.30**	**(11) Flower Hangers / (14) Clamps For Flower Hangers / (8) Single Banner Bracket Clamp Hangers For Light Posts**
594 73 60 03 Tourism Cap. Imp. Fund Pr			104 000 594 Lodging Tax	7,139.30	
22139	**05/11/2016**	**05/11/2016 754**	**TMG Services Inc**	**2,357.44**	**Annual Well Maintenance**
534 80 48 00 Repairs & Maintenance			403 000 534 Water	2,357.44	
22140	**05/11/2016**	**05/11/2016 754**	**TMG Services Inc**	**1,954.59**	**Annual Plant Maintenance**
534 80 48 00 Repairs & Maintenance			403 000 534 Water	1,954.59	
			Total TMG Services Inc	4,312.03	
21953	**05/11/2016**	**05/11/2016 5762**	**U.S. Bank St. Paul**	**1,870.00**	**LEAUTGOREF11 Firehall**
592 22 83 00 Debt Redemp-Int/97 Fire B			201 000 592 1997 G.O. Bon	1,870.00	
21954	**05/11/2016**	**05/11/2016 5762**	**U.S. Bank St. Paul**	**9,550.00**	**LEALTGO11 Water Rights**
592 34 83 06 Debt Redemp-Int/11 Reven			403 000 592 Water	9,550.00	
21955	**05/11/2016**	**05/11/2016 5762**	**U.S. Bank St. Paul**	**69,121.88**	**LEALTGIREF13 Festhalle & Parking Lot**
592 75 83 01 Debt Redem-Int/2013 Parki			203 000 592 2013 G.O. Bon	44,906.50	
592 75 89 02 Debt Redemp-Int/13 GO B			104 000 592 Lodging Tax	24,215.38	

ACCOUNTS PAYABLE

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
22125	**05/11/2016**	**05/11/2016 5762**	**U.S. Bank St. Paul**	**14,685.52**	**LEA0222-1-1 Garbage Truck**
591 48 78 00 Debt Redemp-Prin/ Garbag			501 000 591 Equip Rental &	12,960.74	
592 48 80 00 Debt Redemp-Int/ Garbage			501 000 592 Equip Rental &	1,724.78	
22126	**05/11/2016**	**05/11/2016 5762**	**U.S. Bank St. Paul**	**2,297.20**	**LEA0222-4-1 Street Sweeper**
592 48 80 01 Debt Redemp-Int/ Sweeper			501 000 592 Equip Rental &	2,297.20	
22127	**05/11/2016**	**05/11/2016 5762**	**U.S. Bank St. Paul**	**21,238.52**	**LEA0222-5-1 Road Grader**
591 48 78 04 Debt Redemp-Prin/Grader			501 000 591 Equip Rental &	17,214.22	
592 48 80 04 Debt Redemp-Int/Grader			501 000 592 Equip Rental &	4,024.30	
22128	**05/11/2016**	**05/11/2016 5762**	**U.S. Bank St. Paul**	**18,265.23**	**LEA0222-6-1 Solar/Energy**
591 18 70 01 Debt Redemp-Prin Solar/Er			001 000 591 Current Expens	16,043.32	
592 18 80 01 Debt Redemp-Int Solar/Ene			001 000 592 Current Expens	2,221.91	
22129	**05/11/2016**	**05/11/2016 5762**	**U.S. Bank St. Paul**	**51,250.00**	**LEA0222-7-1 Chumstick Trail ROW**
591 18 70 00 Debt Redemp-Prin ROW L:			001 000 591 Current Expens	28,800.00	
591 34 78 09 Debt Redemp-Prin ROW L:			403 000 591 Water	6,300.00	
591 35 78 07 Debt Redemp-Prin ROW L:			404 000 591 Sewer	9,900.00	
592 18 80 00 Debt Redemp-Int ROW Lar			001 000 592 Current Expens	4,000.00	
592 34 83 09 Debt Redemp-Int/ROW Lar			403 000 592 Water	875.00	
592 35 83 07 Debt Redemp-Int/ROW Lar			404 000 592 Sewer	1,375.00	
			Total U.S. Bank St. Paul	188,278.35	
22048	**05/11/2016**	**05/11/2016 817**	**US Post Office**	**323.86**	**Postage**
531 30 42 00 Communications-Phone/Po:			410 000 531 Stormwater	6.49	
534 80 42 00 Comm-Phone/Postage/Fx			403 000 534 Water	129.54	
535 80 42 00 Comm-Phone/Postage/Fx			404 000 535 Sewer	129.54	
537 80 42 00 Comm-Phone/Postage/Fx			402 000 537 Garbage	58.29	
22097	**05/11/2016**	**05/11/2016 833**	**Verizon Wireless**	**14.95**	**WTP Cell Phone**
534 80 42 00 Comm-Phone/Postage/Fx			403 000 534 Water	14.95	
22067	**05/11/2016**	**05/11/2016 870**	**Waste Managment Of**	**74.90**	**Recycling Dumpster Rental Fees**
537 80 51 02 Recycling Dumpster Rental			402 000 537 Garbage	74.90	
22099	**05/11/2016**	**05/11/2016 3792**	**Weed, Graafstra & Associates, Inc. P.S.**	**6,294.50**	**Legal Services**

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
515 30 41 00 City Attorney - Prosvs.			001 000 515 Current Expens	3,527.50	
515 30 41 09 Legal-Development Svs			001 000 515 Current Expens	954.00	
515 30 41 10 Legal-Engineering/PW			001 000 515 Current Expens	35.00	
515 30 41 11 Legal-Contract Admin			001 000 515 Current Expens	1,025.50	
515 30 41 17 Legal - Personnel Related			001 000 515 Current Expens	218.75	
534 80 41 13 Legal - ProSvs-Meadowlarl			403 000 534 Water	266.87	
535 80 41 13 Legal - ProSvs- Meadowlar			404 000 535 Sewer	266.88	
22098	**05/11/2016**	**05/11/2016 892**	**Wenatchee Valley Humane Society**	**85.00**	**April 2016 Dog Licenses**
322 30 00 00 Dog Licenses			001 000 320 Current Expens	-85.00	
21394	**05/11/2016**	**05/11/2016 900**	**Western Peterbilt Inc**	**687.66**	**Garbage Truck #2 Parts**
548 68 34 02 SPFI-Cardboard Truck			501 000 548 Equip Rental &	687.66	
21395	**05/11/2016**	**05/11/2016 900**	**Western Peterbilt Inc**	**376.78**	**New Garbage Truck #1 Parts**
548 68 34 01 SPFI-Garbage Truck			501 000 548 Equip Rental &	376.78	
21601	**05/11/2016**	**05/11/2016 900**	**Western Peterbilt Inc**	**185.26**	**New GarbageTruck 1 Parts**
548 68 34 01 SPFI-Garbage Truck			501 000 548 Equip Rental &	185.26	
21602	**05/11/2016**	**05/11/2016 900**	**Western Peterbilt Inc**	**-4,435.70**	**New Garbage Truck 1 Parts / Return**
548 68 34 01 SPFI-Garbage Truck			501 000 548 Equip Rental &	-4,435.70	
21603	**05/11/2016**	**05/11/2016 900**	**Western Peterbilt Inc**	**93.14**	**New Garbage Truck 1 Parts**
548 68 34 01 SPFI-Garbage Truck			501 000 548 Equip Rental &	93.14	
21758	**05/11/2016**	**05/11/2016 900**	**Western Peterbilt Inc**	**213.11**	**New Garbage Truck #1 Parts**
548 68 34 01 SPFI-Garbage Truck			501 000 548 Equip Rental &	213.11	
21759	**05/11/2016**	**05/11/2016 900**	**Western Peterbilt Inc**	**1,385.66**	**New Garbage Truck #1 Parts**
548 68 34 01 SPFI-Garbage Truck			501 000 548 Equip Rental &	1,385.66	
21925	**05/11/2016**	**05/11/2016 900**	**Western Peterbilt Inc**	**428.38**	**Garbage Truck #1**
548 68 34 01 SPFI-Garbage Truck			501 000 548 Equip Rental &	428.38	
21926	**05/11/2016**	**05/11/2016 900**	**Western Peterbilt Inc**	**102.75**	**Garbage Truck #1 Labrie Parts**
548 68 34 01 SPFI-Garbage Truck			501 000 548 Equip Rental &	102.75	
22091	**05/11/2016**	**05/11/2016 900**	**Western Peterbilt Inc**	**1,247.67**	**Garbage Truck #1 Pedal Throttle Part**

ACCOUNTS PAYABLE

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
548 68 34 01 SPFI-Garbage Truck			501 000 548 Equip Rental &	1,247.67	
22092	**05/11/2016**	**05/11/2016 900**	**Western Peterbilt Inc**	**93.09**	**Garbage Truck #1 - Check Valve Kit / Governor**
548 68 34 01 SPFI-Garbage Truck			501 000 548 Equip Rental &	93.09	
22093	**05/11/2016**	**05/11/2016 900**	**Western Peterbilt Inc**	**162.60**	**Garbage Truck #1 - Core**
548 68 34 01 SPFI-Garbage Truck			501 000 548 Equip Rental &	162.60	
			Total Western Peterbilt Inc	540.40	
22045	**05/11/2016**	**05/11/2016 932**	**Yonaka Baker, Anita**	**750.00**	**Janitorial Services**
518 20 48 01 Repairs & Maint-Janitorial			001 000 518 Current Expens	750.00	
22141	**05/11/2016**	**05/11/2016 3318**	**Zero Waste USA, Inc.**	**310.75**	**Park Supplies - Doggie Bags**
576 80 31 00 Office & Operating Supplie			001 000 576 Current Expens	310.75	
			Report Total:	657,172.75	

Fund	
001 Current Expense	101,945.84
101 Streets	65,773.63
104 Lodging Tax	99,653.84
110 Leavenworth Civic Center	8,192.86
176 Community Swimming Pool	2,061.33
201 1997 G.O. Bond	1,870.00
203 2013 G.O. Bond	44,906.50
402 Garbage	1,568.91
403 Water	108,054.18
404 Sewer	169,349.13
410 Stormwater	5,572.89
415 Parking	1,925.73
501 Equip Rental & Revolving Fund	43,949.49
502 Central Services	2,348.42