



City of Leavenworth

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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
June 14, 2016 - 6:30 p.m.

Call to Order

Flag Salute

Roll Call

Consent Agenda

1. Approval of Agenda
2. Approval of May 24, 2016 Regular Meeting Minutes
3. 2016 Claims \$201,075.47
4. May 2016 Payroll \$206,665.49

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

Public Safety Report: Sargent Bruce Long, Liaison Officer

Councilmember and Committee Reports

Mayor's Ad Hoc Committee on Housing Affordability - Mayoral Appointments

Mayor/Administration Reports

Comments from the Public on Items Not on the Agenda

Public Hearing on Six-Year Transportation Improvement Plan @ 6:45 PM

Resolutions, Ordinances, Orders and Other Business

1. Action: Resolution 09-2016 Amending Six-Year Transportation Improvement Plan
2. Action: Motion to Approve 2015 Annual Report for the City of Leavenworth
3. Discuss: 1st Reading of Ordinance 1528: Chapter 12.28 Mountain View Cemetery Regulations
4. Action: Approval of Community Day Policy for Festhalle Use

Information Items for Future Consideration

1. June 28, 2016 Presentations: PUD 6:00 PM, CCSO Sheriff Burnett Annual Report, Mid-Year Joint Meeting with the Planning Commission, 2015 Water Use Efficiency Report

Executive Session: RCW 42.30.110 (1) (b) Property Acquisition (iii) Litigation Potential Action

Adjournment

(Next Ordinance is 1529 - Next Resolution is 10-2016)

SUPPLEMENTAL COUNCIL AGENDA

1. Resolution 09-2016 Amending Six-Year Transportation Plan

The City Council is being asked to approve Resolution 09-2016 which is the City of Leavenworth Six-Year Transportation Improvement Plan (TIP) 2016 – 2022. A public hearing on the Six-Year TIP is being held prior to approval of the final document. The City Council reviewed the TIP at the May 10, 2016 Study Session meeting and was asked to review the document for any additional recommended changes. The City utilizes an alternative format that is more user friendly than the Washington State Department of Transportation (WSDOT) format. Once the City Council has approved the amended Six-Year TIP for 2016-2021, the amended City TIP projects will be entered into the WSDOT format for submission to WSDOT for inclusion on the State Transportation Improvement Plan (STIP). The STIP is a planning document used by the State of Washington; projects that have qualified for state funding or will be considered for state funding need to be identified in the STIP document. The City does have the ability to amend the TIP/STIP at a later date should another project be identified that the City might consider in a grant program.

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

- Resolution 09-2016 Amending the Six-Year TIP for 2016-2022
 - **MOTION:** *The Leavenworth City Council moves to approve Resolution 09-2016 amending the Six-Year Transportation Improvement Plan for 2016 – 2022.*

2. Motion to Approve 2015 Annual Report for the City of Leavenworth

The City Council is being asked to officially approve the 2015 Annual Report for the City of Leavenworth. Councilmember Carolyn Wilson met with Finance Director Chantell Steiner on May 25, 2016 for a final review of the data contained in the report; the report was filed online to the Washington State Auditor's Office on May 26, 2016 prior to the deadline of May 29, 2016.

The following item is included in the **FRONT BINDER**:

- 2015 Annual Financial Report for the City of Leavenworth
 - **MOTION:** *The Leavenworth City Council moves to approve the 2015 Annual Financial Report for the City of Leavenworth.*

3. 1st Reading of Ordinance 1528: Chapter 12.28 Mountain View Cemetery Regulations

The City Council is being asked to review revisions and corrections to Ordinance No. 1528, Chapter 12.28, Mountain View Cemetery Regulations, which defines and regulates operation of the cemetery. The revisions and corrections shown were initiated by the Public Works Director in consultation with the Parks Division and the Utility Division 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 comments and corrections were then provided for review by full council at the City Council Study Session on May 10 of this year. The final

draft is provided here tonight for Council review. A second reading and final consideration for approval will be forwarded at the next City Council meeting.

The following item is included under **TAB 3**:

- Draft Ordinance 1528, Chapter 12.28 Mountain View Cemetery

4. Approval of Community Day Policy for Festhalle Use

The City Council is being asked to approve the “Community Day” Policy which has been recommended by the Festhalle Committee. Prior to the City’s management of the Festhalle Facility in 2013, the Festhalle was managed by the Leavenworth Civic Center Foundation (LCCF). LCCF provided the City with five (5) “City Days” (uses) for the Festhalle per year at no cost to the City. These uses were to conduct City business, public meetings, workshops, or open the building to the Community for memorial services, etc. Although there was no charge associated with the rent of the hall for “City Days”, the user did pay for janitorial services, table rental, etc. Under the City’s management of the facility, there is no longer a need for “City Days” and the Festhalle Committee has been working on a policy to allow for different types of user groups to use the Festhalle at a substantially lower cost.

Community Day Policy Statement: In keeping with the general policy of the Leavenworth Festhalle Civic Center, the City of Leavenworth offers twelve (12) “Community Days” per calendar year in which approved applicants receive a reduced facility rental fee rate for their event. Community Day event applicants are restricted to mid-week (Sunday – Thursday) event rental days only and are limited to receiving three (3) Community Day facility rental reduced rates per two-year period. Community Day events must adhere to all facility policies set forth in the Leavenworth Festhalle Policies Handbook.

An approved Community Day event will still be responsible for standard event fees such as security deposits, table and chair rental, audio/visual equipment rental, janitorial services, parking fees, and security.

In addition to Community Days the Festhalle Rate and Fee schedule does provide for reduced rental fees for non-profit organizations. A copy of the 2016 rate schedule is included under TAB 4.

The following item is included under **TAB 4**:

- Community Day Policy
- Leavenworth Festhalle 2016 Rates
- **MOTION:** *The Leavenworth City Council moves to approve the Leavenworth Festhalle Civic Center Community Day Policy.*

REGULAR EVENING ADDITION TO AGENDA:

5. Appointment of Mr. Joel Martinez to the Planning Commission

The City Council is being asked to confirm the Mayor’s appointment of Mr. Joel Martinez to the City of Leavenworth Planning Commission. The Leavenworth Municipal Code (LMC) requires that all Planning Commission members are appointed by the Mayor with confirmation by the City Council. Members of the Leavenworth Planning Commission must reside within the city limits of Leavenworth, except that up to two members may reside outside the city limits of Leavenworth, provided they reside or own property within the urban growth area as depicted by the Leavenworth Comprehensive Plan. Mr. Martinez lives at 1128 Commercial St, Leavenworth, WA 98826. Mayor Farivar has received many letters of interest from members of the public. She has evaluated each of the letters of interest, conducted interviews, deliberated on the selection of members, and has appointed Joel Martinez to the vacant Planning Commission position (No. 1). Mayor Farivar has provided the following brief comments in support of her decision:

“Currently, Mr. Martinez is the General Manager of the Icicle Brewery Company and Munchen Haus; and formerly, the Vice President of Operations at Stevens Pass. Mr. Martinez is a graduate from Sierra Nevada College, Lake Tahoe”

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

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

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

The following item is included under **TAB 5:**

- LMC Chapter 2.40: City Planning Commission
 - **MOTION:** *The Leavenworth City Council moves to confirm the Mayoral appointment of Joel Martinez to the Leavenworth Planning Commission.*

LEAVENWORTH CITY COUNCIL
Study Session Agenda
City Hall - Council Chambers
June 14, 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 Skate Park Discussion

This time is provided for the Council to review the current status of the Skate Park Project and to discuss the process moving forward on a replacement skate park. For the Council's review, the comments collected from the City's Facebook post and the comments received via email from the City's Website are provided for review.

In developing a plan for the skate park, there are five items that will need to be considered in moving the process forward: the location, design funding, and eventually a formal submittal to the Recreation Conservation Office (RCO) for approval of the conversion process. A fifth item that will be important and define the success of the project will be the public engagement used within the various phases of the project. Creating a timeline for the project will be dependent on the process used for selecting a site and design, and the community involvement within those decision making processes. As the site and design questions are identified and answered, work can begin on developing a funding package for the project. We will continue to inform and provide information to the RCO as this work continues; an official conversion approval process however, cannot begin until more information is available on the site, design and costs.

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

- City Facebook comments
- Comments received via email

9:50 – 10:10 CDBG Grant / LID # 24 Update

This time is provided to provide an update to the City Council on the progress being made on the closeout of the Community Development Block Grant (CDBG) and the establishment of LID #24.

Over the last several months staff has been working with the Department of Commerce to identify any expenditure that may qualify for a partial reimbursement under the CDBG Contract. The two areas that could potential qualify include \$15,300 for administrative costs and \$24,000 in costs associated with project planning. While the reimbursement for the administrative costs may still be on the table, it appears we have exhausted the scenarios for reimbursement for planning costs. Planning costs would be those tasks completed in developing the scope and work of the project. They could be cultural resource, environmental, traffic, geotechnical types of studies. The limitations for reimbursement would be the time period of work performed after June 13, 2013 which is when the contract with the Department of Commerce was signed. Most of the planning work for the Meadowlark Project for both onsite and offsite work was completed prior to this date.

In addition, because reimbursement for this work was never intended to be included for reimbursement, the developers did not follow the CDBG protocol for securing contracted services in an effort to reduce costs and also to select local firms. Following the CDBG protocol for selecting consultants is a requirement for reimbursement. At this time staff will be working with the Department of Commerce in securing the reimbursement amount for administrative costs and will begin the closeout of the CDBG contract.

The second item for discussion is the release of a bank assignment and funds to Upper Valley MEND. As a requirement of the Development Agreement with the Meadowlark Developers and a condition for the establishment of the Local Improvement District #24, a bank assignment of \$100,000 was created and is being held at Banner Bank. This surety was provided to allow the City to recover a percentage of the preformation expenses (legal fees, final design fees, etc.) in the event the Chumstick Water and Sewer Transmission Line and Lift Station Project did not move forward and the LID #24 was not finalized. Upper Valley MEND has requested the City to consider releasing all or a portion of these funds as the contracts for construction of the projects are now in place and the Ordinance establishing the LID #24 has been approved. In reviewing the documents with the City Attorney and Upper Valley MEND representatives, staff is recommending a 50% release of funds at this time with the remainder being held until the construction is completed and the LID #24 has been finalized.

In approving the Ordinance establishing LID #24, the recovery of preformation expenditure funds will be recovered by the City via bonding and finalizing the LID #24. The bonding for this project and final establishment of the LID #24 is anticipated to be completed this fall after the construction of the Chumstick Water/Sewer Transmission Lines and Lift Station has been completed. At that time the actual costs for the project will be known and the City will complete the bond sale for the project for reimbursement of expenditures. A final public hearing will be held for the creation of LID #24 and the Council will be asked to approve and finalize the establishment of the LID. Future debt service on the bond will be paid for by the property owners within the benefit area. In the event an owner is delinquent on their payment, the City would be responsible for the payment. The recourse for the City on the missed payment, is the payment of the LID assessments are tied to the property; at the time of sale of the property the full amount would be reimbursed to the City with interest. The recommendation for retaining \$50,000 is being made to allow the City some surety for partial reimbursement in the event that the LID does not get established or there are extensive change orders associated with the project which exceed the current estimated LID bonding of \$960,000.

The documents have been developed and provided to all parties involved with the Meadowlark Development and the LID #24 for review. Council is being asked to review the attached documents at this time. Once a signed set of documents have been received the Council will be asked to consider approval of the release of funds.

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

- Amendment No. 1 to Contract Relating to Preformation Expenses.
- Assignment of Bank Account for Security Purposes-Preformation Expenditures

10:10 – 10:30 Front Street Park Easement Proposal

This time is provided for the Council to discuss the proposed Front Street Park easements and associated improvements necessary for the construction of a new two story 9,538 SF mixed use building owned by Mr. Flint Hartwig. The Hartwig property is approximately 7,000 square feet, and was purchased for \$600,000. During the regular May 24th Economic Development Committee, conceptual easement was introduced describing the utility and other necessary infrastructure within Front Street Park to serve the proposed building. The purpose of this easement is for the installation, maintenance, and repair of underground utilities and a ten foot (10') buffer area **where no improvements shall be allowed to be constructed**. This area is approximately 1,250 square feet. The conveyance lines are not included in this description, and will be necessary for an additional area of approximately 900 square feet. The total area of easement and burden is approximately 2,150 square feet; and if extrapolated from the value similar to that of the purchase price of the Hartwig property, the area of burden to the City could be valued at approximately \$135,248.

As discussions continue with this developer, Staff is asking the Council to consider and discuss a few factors prior to agreeing to the easement and binding Front Street Park.

- The first is the short-term operations of the land. This can include maintenance (for example: watering times, weed and pest control – herbicide and pesticide use). The expectation of a service level different from the current level of service and who is responsible.
- The second question is the long term use of Front Street Park. The current activity includes overflow area for Art in the Park, Ice Fest, Glühwein, and other public uses. Although the easement includes general language for use, but clearly prohibits construction. This does not speak to a tent (temporary improvement) that will block the access and front of the building for these events; and should be considered for clarification.
- Thirdly, staff desires feedback as to the community's goal for this park. With utilities and a ten (10) foot "no construction" limitation, are there any plans for improvements? For example, second gazebo, expansion of restrooms, etc. Is the City ready at this time to prohibit and place limitations on any future uses or construction on this section of Front Street Park.
- Finally, is the question of mitigation or compensation for the release of the use of the property to Mr. Hartwig. What value is there, and/or mitigation needed for binding the use of the park for private purposes?

In summary, any proposed easement will need to reflect the long-term use, community goal, and operations of the park to ensure that such will not have unforeseen consequences or conflicts with City use of the land for parks and recreation; or other future land use.

One last option to consider is the "hard scape" of this area, and where that is preferred?

Attached are the associated documents to consider the scope of the proposal. (*NOTE: Option 2 includes a 20-foot line, and the above review did not consider this line, but uses the easement agreement of 10 foot*)

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

- Survey of Existing Improvements and Property Line

- Potential Improvements to Burdened Property (City Park – Option 1)
- Potential Improvements to Burdened Property (City Park – Option 2)
- Draft Easement (recording instrument)

10:30 – 10:50 Alcohol Use in Parks Code Revisions

This time is being set aside for the Council to review the revised draft of the Park Regulations, Ordinance 912 - Chapter 12.24.140, regarding alcohol consumption in the parks. At the direction of Council, Staff has drafted revisions which would allow the City Administrator along with Council, to issue Special Use Permits allowing sale and consumption of beer and wine, under strict restrictions and guidelines, within the City Parks. These new revisions and guidelines were presented for review on May 10, 2016 to both the Safety Committee and the Parks Committee. The draft document is now being presented to the full Council in Study Session for further review. It should be noted that the drafted policy requires strict coherence to time, size, and type of event, security, state requirements, etc. and will not allow for wine tasting, family reunions/gatherings, or youth involved events. It will, however, allow for limited alcohol sale at adult athletic events, such as tournaments, races, etc. as deemed appropriate by Council.

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

- Draft of Park Regulations Ordinance 912 – Chapter 12.24.140

10:50 – 11:05 Pinegrass Subdivision Street Naming

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

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

For today, the Council is asked to consider the Pinegrass Subdivision street name for Road A – Scamahorn or Sequoia (RiverCom has reviewed these names).

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

- Preliminary Plat – Pinegrass Subdivision

11:05 – 11:20 Review of Enforcement Process

This time is set aside to discuss the code compliance process. The Development Services Department believes the best approach to enforcing local codes is voluntary compliance. The

Development Services Department works with residents to resolve violations before enforcement actions are necessary.

The following steps are taken to resolve code violations:

1. Complaint review - When a complaint is received, it is reviewed by the Development Services Department to determine whether a violation of code may have occurred.
2. Investigation - If the issue is a violation of code, a City employee will visit the property or conduct research to verify the problem.
3. Property owner notification - If the City finds a violation, property owners receive a phone call or letter detailing the violation/s, necessary corrective actions and a deadline to make the corrections. This is called “voluntary compliance,” and a preferred option.
4. Re-inspection - The City again inspects the property at the end of the time frame. If violations still exists, further enforcement is taken.
5. Notice and Order - If voluntary compliance is not achieved, a Notice and Order is issued giving property owners a timeline (for example -10 days) to comply before fines begin.
6. Appeals - Property owners may appeal a Notice and Order to the Hearings Examiner. If the Hearings Examiner affirms the Notice and Order (or no appeal is requested), fines are imposed and will continue each day until the violation is corrected. Unpaid fines are recorded as a lien on the property.
7. First new letter – This is confirmation of the Notice and Order; and the first level of fines of the amount of \$250 for failure to comply.
8. Second new letter - This is confirmation of the Notice and Order; the First new letter; and the next level of fines of the amount of \$1,000 for failure to comply.
9. Third new letter - This is confirmation of the Notice and Order; the First new letter; the Second new letter; and the highest level of fines of the amount of \$1,500 for failure to comply.
10. Fines and Notice and Order repeats – At this time, the City will repeat the process, and fines are cumulative for each day of non-compliance.
11. Legal action - When compliance cannot be reached, the case is forwarded to the Prosecuting Attorney for legal action.

Development Services and Chelan County Sheriff Office (land use vs behavior).

Civil law and criminal law are two broad and separate entities of law with separate sets of laws and punishments. According to William Geldart, Introduction to English Law 146 (D.C.M. Yardley ed., 9th ed. 1984),

“The difference between civil law and criminal law turns on the difference between two different objects which law seeks to pursue - redress or punishment. The object of civil law is the redress of wrongs by compelling compensation or restitution: the wrongdoer is not punished; he only suffers so much harm as is necessary to make good the wrong he has done. The person who has suffered gets a definite benefit from the law, or at least he avoids a loss. On the other hand, in the case of crimes, the main object of the law is to punish the wrongdoer; to give

him and others a strong inducement not to commit same or similar crimes, to reform him if possible and perhaps to satisfy the public sense that wrongdoing ought to meet with retribution.”

Land Use and Building Code Enforcement is a special type of law enforcement that regulates land use and construction. The City obtains its authority to regulate land use from the police powers conferred upon it by the Washington State Constitution which permits cities to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws of the land. Unless in conflict with state law, the courts generally view land use ordinances as valid exercises of police power when reasonably related to public health, safety, and welfare.

City Council has adopted several land use ordinances to combat public nuisance including but not limited to:

- Zoning ordinance
- Public nuisance ordinance
- International building and fire codes including dangerous buildings

Development Services’ philosophy is that **compliance is our primary goal** and education is the key to reaching that goal. Many citizens do not realize that they are violating local ordinances. However, most people are willing to play by the rules if they know them. This system is not based on punitive measures or punishment, but gaining compliance to promote and maintain a safe and desirable living and working environment.

Criminal violations the Sheriff’s Office handles are defined within RCW 9A. Primarily these criminal violations would be noise, littering, trespass, malicious mischief, and public street parking violations. These are more related to “behavior” and not land use or construction.

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

- Chapter 21.13 Enforcement And Penalties
- Flow Chart

11:20 – 11:35 Fence Permit Ordinance Review

This time is requested by Councilmember Larsen to discuss the impacts of the new fence regulations. Within the May 13, 2016 Council memo regarding “Enforcement Actions;” and from this information, Mr. Larsen desired to speak to Council regarding the adopted fence standards and specifications.

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

- Fence Code Pamphlet
- Adopted Fence Code Ordinance
- Lot Configurations and Setbacks

11:35 – 11:45 Council Open Discussion

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

Leah Hemberry Ricketts Perhaps the misinformation stemmed from the lack of official information to the public?

[Like](#) · [Reply](#) · 9 · June 1 at 4:46pm



Rob Whitten The Mayor doesn't say what the misinformation was. I was there at the meeting as a community member. The input was truthful, factual, and respectfully submitted.

[Like](#) · [Reply](#) · 7 · June 2 at 12:31pm



Sarah Scott Thank you Rob, I was wondering about that.

[Like](#) · [Reply](#) · June 2 at 9:57pm



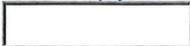
Liz Hemberry How is it that the skatepark is 16 years old when the ribbon cutting ceremony occurred on May 28, 2004? My math says its 12 years old.

[Like](#) · [Reply](#) · 1 · June 1 at 8:29pm



Ron W Cline Hey give me a break they went to Leavenworth high school so they have a math problem LOL

[Like](#) · [Reply](#) · 1 · June 2 at 6:20pm · Edited



Sarah Scott Calling a community misinformed, fueled, incensed, critical, furious, unpleasant, vitriolic and angry does not seem conducive to the cause for acquiring peaceful respectful information. Yes, people were not informed and not everyone knows all the rules and laws that govern city counsel positions or processes. I have seen many many posts calling for the skate park to be saved or replaced with lots of constructive ideas all by residents close enough to use the park, most who live in city limits. Personally, I live just outside of city limits but I live closer to the park than the city office is, so no I did not have the chance to vote for city officials but my family finds a skate park one of the most important man made aspects of the community we are a part of. I thank you for informing us and for asking the residents what we think but I hope that the tone will change when you accept the comments that come in without defense but with understanding of the perspective of a community that would like to understand, one that would like to see resources used most wisely, but first and foremost would like to be included in all aspects of what we are campaigning or voting for at the time we are voting and campaigning. We all deserve to be spoken to with peace and respect and it seems to me the consensus is we would have liked more information sooner. For example, if you say you were following the law while financial discussions were taking place then consider clearly explaining why there was such a lack of information and transparency, as it is still not clear to me from your statement alone what happened in the planning process that made it so most people in the area found out the park would be removed a month or two prior to it's planned removal. I would be shocked if you are honestly surprised by the "furor" with how all of this has taken place.

[Like](#) · [Reply](#) · 20 · June 1 at 9:30pm · Edited



Chris Biddle Leavenworth has a skate park?

[Like](#) · [Reply](#) · 2 · June 2 at 8:12am



Bryan Beckley One thing that would NEVER happen, is having a football field destroyed with no concrete plan to rebuild...

Just because you don't live in Leavenworth, doesn't mean you didn't for years, or don't support the general idea of keeping and maintaining skateparks in any city. Support is support...

My friend Brian Head, back in 92/93 gained many signatures, public support and thousands in funding for a GUYS, school affiliated soccer team, which didn't exist at the time. When it was presented to the school district, they said it would dilute turn-out too much from other sports and they took his money and ran, giving the girls a team, leaving him and all that were looking forward to it, hung out to dry. A similar thing is happening here with the grass roots efforts & private funding that went into the skatepark.

This marks a pattern of not caring about and including public opinion, regardless of how many people are against their decisions or are left out of the process until it's too late.

What was the criteria for deciding that tennis courts trump skateparks anyway?

If baseball and football take place in Peshastin, why can't tennis be located elsewhere as well, saving the demolition/rebuilding costs of the new skate park? Seems that concept makes more economic sense.

Will the new skate park be of the same "Grindline" quality and square footage?

What's the new plan?

Why wasn't a new skatepark built before the old one demolished?

Make sure that transparency and public input is indeed part of the new skatepark, as I can see some serious corners being cut to simply satisfy the public with what barely qualifies as a "skate park" on paper.

Also, I understand that more beginner level areas of the new skatepark are to be included, which is great to cater to all skill levels. However, if it's "too beginner" as I've seen with my own two eyes in other cities, the skatepark will be overrun all the time by toddlers on Razor scooters 24/7, like ants on a popsicle stick, effectively rendering the park unskatable by those the park was truly meant for, unless you arrive at dawn...

[Like](#) · [Reply](#) · 16 · June 2 at 9:12am



John Stutesman Excellent points made Bryan!

[Like](#) · [Reply](#) · 3 · June 2 at 1:26pm



Bryan Beckley Thanks buddy!

[Like](#) · [Reply](#) · June 2 at 1:27pm



John Minerich great stories! I love hearing stories and ideas from people who used to live here, and still find the time to comment on current situations somewhere they don't live anymore!

[Like](#) · [Reply](#) · 14 hrs



Veronica Hontou I would like the city council to hold a public hearing for this matter, as I am concerned the letters being sent in will be ignored. I would like to see the whole public come out and speak together, as we tried to do at the last city council meeting. I am still also concerned with how dismissed we were, even though we actually were polite and collected. If in fact, you care about what we have to say as a community, you will graciously set up a meeting for us all to speak, as you did with the nightly rentals problem in Leavenworth.

I use the skatepark daily, have been incredibly inspired by the people I've met there, and use it as a place to turn negative energy into a positive, active experience. I am excited to help build a new park in Leavenworth, as I see it to be incredibly important to our youth and adult community alike.

Please, hear what your community is saying to you. The petition has over 700 signatures, that's a huge part of the community you are denying. I'd say that's a pretty large contingent of people in support of something you have deemed obsolete.

You will be receiving a letter from me soon, explaining once again how important this place is to us.

[Like](#) · [Reply](#) · 18 · June 2 at 9:28am



Ron W Cline I agree with what you're saying but for some reason Leavenworth has this thing where every time something that the community is having fun enjoying for some reason Leavenworth eliminates it's like our family fun center in the movie theater and many other things that people used to enjoy that are now gone because people don't want that anymore or did the city council have something to do with it who knows

[Like](#) · [Reply](#) · June 2 at 6:28pm



Alyssa Childers Off the actual subject, but the movie theater was not taken out for the reason you assume. When they shut down the cinema world took on a new digital screen requirement. Basically, all new movies being released from then on are a digital program that is very expensive to purchase . That year several thousand of 'small town' theaters shut down because they could not afford the several hundred thousand dollar upgrade to keep in with new releases.

Our town has grown for the better in many aspects for kids and adults alike. Our council has evolved a lot as well. I think (and hope) this will be resolved and work out for everyone.

[Like](#) · [Reply](#) · 2 · June 2 at 9:51pm



Jenna Archer It should stay. It is taking up a very small piece of land that I hardly think should cause a "hardship" as you put it.

[Like](#) · [Reply](#) · 10 · June 2 at 10:19am



Holly Holton Shame on the school district for having plans drafted to exclude the skate park.

[Like](#) · [Reply](#) · 1 · June 2 at 7:16pm





All A Board SkateShop My aunt lives in Leavenworth and whenever I go visit her I go to the skatepark too. Unfortunately there is often times snow. Please dont be like Yelm, Wa and take town the old park without having the new one built first. Its like forcing someone to move but not giving them an option of a place to move. Yelm went years with no park. Back to the snow issue, please build a covered area to skateboard so its usable everyday and will last longer.

[Like](#) · [Reply](#) · 7 · June 2 at 11:22am



Bryan Beckley The question of whether Leavenworth wants or needs a skatepark was clearly and obviously answered by all those that worked so hard to raise money and support to see it initially built in the first place, as is, with all the current support and controversy, so I'm baffled as to why that is even being asked???

When the skate park was deemed "obsolete" who determined that? Was it arbitrary???

What were the criteria, and was input provided as to such by the skaters themselves, the skatepark builder (Grindline) or those that helped raise money and support for its initial construction?

Part of the reason the high school is a good location is that it's not located near homes and there's ample parking. Skating makes noise.

If the new skatepark is located near homes, get ready for complaints about noise & parking. And then... Limited hours of operation...

Kids in Leavenworth truly need a place they can do something fun at night without getting hassled. Lighting and ideally a roof for year round enjoyment, in an ideal world, would be incredible. It's done for basketball, why not skating???

Also, having a skatepark AT the high school, shows a progressive attitude by the school district in acknowledging and supporting those kids who don't like organized sports, giving them a place to have a positive alternative/activity and outlet to do something fun, physical and challenging.

It's time for skating to be given its day in the sun, on par with any other high school sponsored sport and granted equal clout, funding and community input on the decisions made regarding it.

[Like](#) · [Reply](#) · 17 · June 2 at 11:30am



Jenna Archer Hood River OR has an amazing skate park. My family often brought our kids to it while visiting. I was always so impressed with how Hood River (being a tourist town itself) always gives so much back to it's community and has so many events, etc. focusing on the kids/people who actually live there. They are doing it right!

[Like](#) · [Reply](#) · 10 · June 2 at 1:18pm



Leah Hemberry Ricketts I think it should also be noted that we are not all "angry skateboarders". I don't skate myself but care about the correct processes being followed, fiscal responsibility and transparency. We are your community.

[Like](#) · [Reply](#) · 16 · June 2 at 1:18pm



Mike Leeds Amen. Thank you Leah.

[Like](#) · [Reply](#) · 2 · June 2 at 6:06pm



Blossom Jaramillo Maybe you should just make it "bavarian" themed and try to make money from it too. It's not just "angry skateboarders" that are upset, it's us locals that love and care about this town and the people in it. its the fact that you're trying to snake the contract and go behind our backs to put in another tennis court and make your offices bigger. If you really cared about this community and the kids, then that should also include the ones who aren't interested in your typical competitive sports.

[Like](#) · [Reply](#) · 6 · June 2 at 1:52pm



Shawn John What is wrong with the old school that you need to build a new one? On top of that how much is the new school going to cost to the Leavenworth community? Another concern I have is who is going to build the new park? Leavenworth had a company by the name of grind line come in and build the park that we have now will we be having them come back or is it going to be like other skate parks in our area and be built by inmates that have no clue how to build a park? I'm not saying that all this is a bad idea I just haven't really read anything on what the people of Leavenworth have to put out for all the new construction and how it will affect our great little town. The skate park has brought in a lot of pro talent to check it out from pro skaters to pro BMX riders it has also been fetured in magazines and dvds. I am afraid that if we say it's going to move to a different location that it won't be built for years to come. This to me is a loss to the community and I for one wouldn't want to see this happen

[Like](#) · [Reply](#) · 6 · June 2 at 3:38pm · Edited



Bryan Beckley True. The skatepark at Pioneer Middle School in Wenatchee is a disaster. There's deep, wide expansion joints in the concrete that shouldn't be there and are big enough to throw you off your board if (and when) your wheels catch. Not to mention the transitions are terrible. I agree, if it's torn down, Grindline or a company of its caliber needs to build it and to the same size if not bigger.

[Like](#) · [Reply](#) · 1 · June 2 at 3:40pm



Jonathan Rollover You're coming into this conversation a bit late I think. The new schools and remodels are needed-really needed. And the questions you asked in the beginning were answered before the vote to fund the work last year

[Like](#) · [Reply](#) · June 2 at 9:15pm



Michelle Young Lak How about putting the new skatepark behind the City Pool. That land is already owned by the city.

[Like](#) · [Reply](#) · 4 · June 2 at 1:58pm



Pam Miears-Ennis I am way past my skating days, and my own children are grown, so I really don't have a dog in this fight. That being said, there needs to be a concrete plan in place and construction at least began on a new park, before the present skate park is torn out to make room for school facilities. Otherwise everyone here is correct, it will be years before the city and district give it another thought.

Personally, I'd rather see it remain exactly where it is, but it would appear that those of us who feel that way didn't pay

close enough attention to the school building plans, and so that is no longer an option. So find it a home, and get some new plans in place, as soon as possible. A promise was made when the present park was built and needs to be honored, even if it is in a new way.

Anyone that has lived in an area with inadequate, appropriate skate options can tell you what a nightmare that can be as kids and adults seek other places to skate, like the steps at the local bank, and they will.

If you have been out to the new pump track then you've seen how busy it is. Well take out the skate park and you will have even more skaters fighting for space on the pump track. Not a good option.

I would like to see my community honor a promise given to its youth.

[Like](#) · [Reply](#) · 8 · June 2 at 3:33pm



Bryan Beckley Well said. I think at the onset of ever even considering the skateparks removal, the people who donated time and money to see it built should've been notified and been involved. Especially since there's many more years left in honoring the original deal. New land and a new design of comparable size, by a company on par with Grindline should've been on the table then.

The current skatepark is going to be ripped out at the beginning of summer. Not cool.

The new skatepark should be doing its ribbon cutting ceremony, before or on, the day of demolition of the current skatepark at least on good faith that the original deal was being upheld without interruption.

Anyone who fought or donated time and money to make the current skatepark a reality or the people that use it, have a right to be upset, as none of these things were taken into consideration, and only now, just weeks before the skatepark is to be demolished is this discussion starting, where it may be years before a new skatepark is available.

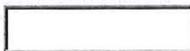
Imagine the community uproar if the football field was tore up and no land was secured or design was on the table and it was going to be two years at least before there was football again. No way that would ever happen...

[Like](#) · [Reply](#) · 5 · June 2 at 4:05pm



Betsy McIndoe You are both right on! Well said! I was one of the originals and there was no pre notification as to plans for the school taking down the park.

[Like](#) · [Reply](#) · 23 hrs



Natalie Briody The skate boarders need a park the city should keep the park!

[Like](#) · [Reply](#) · 2 · June 2 at 8:45pm · Edited



Holly Holton I do live within City limits. I am in strong support of the skatepark. I am upset with both the city and school district for many reasons. Both entities have lost my trust! You should expect public outrage and increased future scrutiny when you do whatever you want in disregard of ethics, signed agreements and without the approval of the community. The following shows the protocol that was disregarded, which may cause our community a loss of future grant funds.:

The rules and policies that govern conversions can be found in the Washington Administrative Code (WAC) 286-27-066 and in RCFB policy (RCO Manual 7). Those rules and policies govern the role of the board in reviewing any

conversion and all requirements and conditions. In summary, a sponsor must show the following:

- All practical alternatives to the conversion have been evaluated and rejected, including avoidance;
- The public has had an opportunity to comment on the proposed conversion and replacement (with a public comment period of at least 30 days).
- The sponsor will provide a replacement facility which:
 - Is of equivalent or greater usefulness and location;
 - Satisfies need(s) identified in the City's most recent plan(s) required under WAC 286-27-040
 - Is eligible for grant funding in the same account or category from which funds were originally allocated, unless otherwise authorized by the board;
 - The facility of at least equal market value and public benefit as that which at the time of the original investment of grant funds.

It's disheartening that it seems necessary to include lawyer fees and contracts to any future collaborative community endeavor. It's sad that our skate park was never finished to include the much needed beginning and intermediate features that would have skyrocketed and broadened ridership while giving a progressive pathway to the amazing advanced bowl we have now. It also concerns me that the mayor does not seem to value the voice of the people in our community that live outside of our tiny city limits.

[Like](#) · [Reply](#) · 11 · June 2 at 6:52pm



Bryan Beckley If that's true, it's either someone's first day on the job and they failed to do freshman-level homework, if that legal info was that easy to find, or someone was quietly using political muscle trying to make the skate park go away hoping nobody would notice, saving them from having to rebuild. I'm guessing the latter, since they never constructed the agreed upon additions. The whole deal seems shady...

If laws and legal agreements are being blatantly broken, the City and school district need to back up, comb through all that and prove to all concerned that everything was done 100% by the book and hold themselves accountable, prior the the demolition of the existing skatepark, starting with why the agreed upon additions were never constructed.

Instead of relocating the tennis court, such as in Peshastin where football and baseball take place (which would be far cheaper than relocating the skate park) the skate park that once cost \$67,500 is now going to cost \$135,500 PLUS demolition costs.

Spreading asphalt on flat ground, installing a net and painting lines for a tennis court vs the design, all the meetings, excavating a hole for a skatepark, rebar and concrete finishing finesse needed is far more extreme, when you're talking tens of thousands of dollars.

Besides, given the rate of growth in Leavenworth a city planner or civil engineer, certainly would have the educated foresight to predict that the current location of the skate park was a bad location when weighing the possibility of needing the expand the high school within the 25 year time frame they agreed upon, unless keeping the skate park was always part of the long-term plan. Which it should be, as not every kid likes or wants to participate in organized sports and keeping it displays their support and acknowledgment of that.

After seeing what happened to all my friends hard work and money raised to start a guys soccer team at the highschool years ago, none of this surprises me, and frankly, I would never donate money to the school ever thinking that it was going to be used as intended, as clearly, those that give money have no say...

[Like](#) · [Reply](#) · 1 · June 2 at 9:37pm





Adam West Build the new skate park at the new elementary school

[Like](#) · [Reply](#) · June 2 at 8:21pm



Bryan Beckley I would vote to put it where it's a bit of a stretch to very young children to have to go to get to it. I've seen it many times in Seattle, where they build a skate park and it's overrun with swarms of toddlers on Razor scooters and such and it's simply unskatable, You can only skate it in the early hours of the day, and of course, people would complain and then the cops are called...

[Like](#) · [Reply](#) · June 2 at 8:58pm



Holly Holton Noise would also be a very big issue there!

[Like](#) · [Reply](#) · Yesterday at 9:54am



Jonathan Rollover Skating is great, but I support the school for doing what's needed to make a better school. Hope a new skate park can be built quickly somewhere nearby

[Like](#) · [Reply](#) · 2 · June 2 at 9:18pm



Holly Holton They should have had the plans drawn up including the skatepark. I think people will think more than twice the next time they try to pass a future levy. Putting a new skate park in at the Osborne site would be great for me because it's closer to my house but not so much for the people that live right next to Osborn. What will they do to mitigate the noise?

[Like](#) · [Reply](#) · June 2 at 10:11pm



Casey Cooper I attended this meeting regarding the skatepark. These accusations from the mayor and council members are 100% inaccurate! There was no disrespect from anyone from the public who spoke. The mayor and council members were unprofessional, they did not follow any guidelines on how a meeting should be conducted. The real truth is the board members were caught in there lies!

[Like](#) · [Reply](#) · 7 · June 3 at 9:27am · Edited



Veronica Hontou So what's your response, City of Leavenworth? Have ya heard enough yet?

[Like](#) · [Reply](#) · 1 · Yesterday at 10:45am · Edited



Bryan Beckley In weighing all the considerations in rebuilding a skatepark, I certainly wouldn't shy away from seeing it as another arrow in Leavenworth's quiver, as yet another attraction to offer in reaping the rewards of the related business opportunities the right location and right skatepark could provide.

Imagine the marketing opportunity and TV coverage it could bring the town, by building a world class skatepark, attracting the biggest names in the industry like Tony Hawk & hosting the X Games for instance. Perhaps with big

name concert acts and a beer garden with food booths featuring local brands. All those people from out of town would need hotels, gas and possibly spend money on everything else Leavenworth had to offer.

Not to mention, the extra buzz it could create via word-of-mouth, from those new visitors, who perhaps, may never have come to Leavenworth otherwise, then go home and tell their friends how they should definitely plan a trip there. Thinking outside the box could bring-in lots of extra money, making the investment work and pay, benefitting Leavenworth as a whole. The more the town can offer, the more people will come...

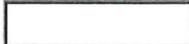
With action sports being a huge draw anyway, with the likes of skiing, mountain climbing etc as the list goes on, why not add world class skateboarding to that list as well?

[Like](#) · [Reply](#) · Yesterday at 12:43pm



John Minerich You've got it all figured out!!! You should definitely move back and get this whole process going! You've got great ideas!! I'll bet there will be a huge turnout!!

[Like](#) · [Reply](#) · 15 hrs



Betsy McIndoe Casey cooper. You are so correct. I have felt soooo discouraged by Cheri farivars reaction to our constructive criticism of the way things were handled that I cannot further trust her judgement on this matter. I was there, there was no "vitriol" expounded. That is a most hateful description of our expressions of concern. We ARE emotional about this situation, but vitriolic? Really? Check your definitions I say. This whole stupid situation was brought on by mismanagement of a project by both the city and the school board. I just am thankful my kids are grown and no longer in the cascade school system. Sad thing is, no one will be held accountable in the end.

[Like](#) · [Reply](#) · 1 · 23 hrs



John Minerich Hey thanks so much for all you have to say! You're obviously a do-er! Can't wait to see you out there fighting the good fight, yum no for the youth of the next generation? Glad your kids made it out of the cascade school district alive. Ours won't be starting for another year, but now at least I know to keep my guard up so my kids might, just might have a decent life. With or without a skatepark

[Like](#) · [Reply](#) · 15 hrs

Sue Cragun

From: Leah Hemberry <hemberry4@gmail.com>
Sent: Wednesday, June 01, 2016 4:56 PM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Leah Hemberry Email – hemberry4@gmail.com Message – I am responding to the request for feedback on the skate park. Yes, I do support a new skate park being built. I also would hope that the time, money and effort of building a new skate park won't divert from other efforts amongst the community such as building a community center. In regards to the lack of transparency, I think it's important to look at the issue from the eyes of someone within community rather than within the school district or city and you will see that very little information was ever shared prior to us learning that the skate park would be destroyed within a month of hearing about it. Of course this was a shock. I still have yet to hear an explanation for why the old one needs to come out and I would appreciate greater transparency in the future. That's how you get buy in. My hope is that this does not destroy the trust of the public and result in failed levys in the future for CSD. In order to restore that trust we need more information. And yes-a commitment to a new skate park!

Sue Cragun

From: Tawnee Melton <tawneedawn@gmail.com>
Sent: Thursday, June 02, 2016 9:01 AM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Tawnee Melton Email – tawneedawn@gmail.com Message – In response to your questions about the skate park:

Does Leavenworth even want or need a Skatepark?

Absolutely yes yes yes.

Do you agree that Leavenworth should strive to keep the existing Skatepark regardless of the hardship on the new high school building project?

No. Time to look forward past all the BS. Obviously this is unfortunate and seems a waste. However, it is also an opportunity. The original skate park really did need a bigger area with more beginner friendly transitions. That will never happen if the high school gets built around the current park.

Should it be replaced, and where?

If it's true the old Osborn site would be the new park location, then I 100% love that idea. It's centrally located and not tucked away where vandalism is easily achieved. If near the new tennis courts, they could possibly even share lights for evening use (before 9 or 10pm). The skate park could finally be built to its full potential. At this point, the city NEEDS a statement that gives a very clear, no going back promise to the community that the park will be rebuilt in a timely manner no matter the obstacle.

Sue Cragun

From: Ben Burris <benbur@yahoo.com>
Sent: Thursday, June 02, 2016 9:59 AM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Ben Burris Email – benbur@yahoo.com Message – I believe that the existing skate park should be retained, or a more transparent independent review of options should be completed. If in fact the school cannot reasonably be built without relocating the skate park, then I would support it. One of the opinions in the community is that the park is being removed because the school does not want a skate park in proximity to the school anymore, and is manipulating the plans to accomplish that goal. My personal opinion is that if it is to be relocated, construction on the new park should be simultaneous to tearing out the old one. Otherwise, months will turn into years, years into decades as funds are used for inevitable cost overruns on the school projects. I think opponents will be satisfied with a relocated skate park if the site is selected and a time line guaranteed. Just a promise to replace at some date in the future is not enough.

Respectfully Submitted Ben Burris

Sue Cragun

From: Matt Fields <11worthdesign@11worth.com>
Sent: Thursday, June 02, 2016 10:52 AM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Matt Fields Email – 11worthdesign@11worth.com Message – Joel and Cheri,

The “Minute With the Mayor / Skatepark Furor” has prompted me to weigh in on this issue.

1. Does Leavenworth even want or need a Skatepark?
 - YES. This is a commitment that was made, and it needs to be honored.
1. Do you agree that Leavenworth should strive to keep the existing Skatepark regardless of the hardship on the new high school building project?
 - I've seen nothing that explains why the original skatepark TRULY needs to be demolished. Is it just for aesthetics? Is there a physical entity that needs to go on the current skatepark location that MUST be built or located there? And if so, what are the options if the skatepark is left in place? Where is the benefit/cost analysis that explains the hardship of relocating the aforementioned “physical entity”? Who made this decision, and why? And finally, what if the existing skatepark was left in place, with the understanding it would be demolished at the end of the nine-year contract period?

Please explain the second question (above) before considering where the skatepark should be relocated. This would help the community understand better why the decisions are being made.

Thanks!

Matt Fields

Sue Cragun

From: Janeane Boyd <janeane@bavarianlodge.com>
Sent: Thursday, June 02, 2016 11:39 AM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Janeane Boyd Email – janeane@bavarianlodge.com Message – I feel that if is necessary to use the land where the current skateboard park is located to build a the school then a tear down is necessary. If usage is not needed then keep the skate park where it is.

I feel that if the city agreed and accepted money for building a skate park then it should be replaced.

I'm not a fan of skateboarding but acknowledge that there was quite a bit of damage & vandalism to our downtown properties caused by skateboard use before the park went in, my concern is that skateboarders would revert back to 'grinding' and vandalizing private property.

Sue Cragun

From: Kathy Fields <music@mkfields.com>
Sent: Thursday, June 02, 2016 12:27 PM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Kathy Fields Email – music@mkfields.com Message – I'm responding to the Mayor's request for input on the skate park issue (The Leavenworth Echo, June 1, 2016).

It makes me sad that skate park discussions became so heated at the last City Council meeting. Our Council and City officials work hard for this community and deserve respectful treatment.

I am not a skateboarder, but I am acquainted with a few. They are as passionate about their sport now as they were when they initially advocated for a skate park. The community saw the benefit of a skate park and built one.

The \$135,000 paid to build the skate park was an investment in our community. Replacing the park will cost the taxpayers much more than that. Taxpayers have already funded the purchase of quite a lot of expensive property for school district use.

We built a skate park; it gets used; we need it. The community needs to know the reasoning behind the decision to remove the skate park. Does it really need to be taken out, or can the district design around it?

Perhaps if issues are put out to the community early on, "furor" can be avoided in the future.

Sue Cragun

From: Jesse Black <jesse.black88@gmail.com>
Sent: Thursday, June 02, 2016 5:07 PM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Jesse Black Email – jesse.black88@gmail.com Message – Hello, I have lived in Dryden my entire life. I attended P-D, IRMS & CHS and I have a 7yo girl in the district as of now. I voted for the new schools to be built because we needed them when I was attending, among many other things. This shouldn't be a matter of should it be rebuilt. I have read numerous times that the skate park was to exist for 25 years. It hasn't been 25 years so there for it should be rebuilt, if not it's not sending a good message to young people. Also a skate park is a superb place for one to express ones self, both young and old. I think transparency is key to moving forward. Not to mention this skatepark is 1 of 3 parks that has a half dome in the western hemisphere, which is truly remarkable. I would have attended the meeting but I work nights and commute to Boeing-Everett each day as an electrician working in the new 777x project. Please do the right thing, email me if you have any questions on my opinion. Thanks.

Sue Cragun

From: Brian Owens <bryanbdo@yahoo.com>
Sent: Thursday, June 02, 2016 5:54 PM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Brian Owens Email – bryanbdo@yahoo.com Message – In regards to the skateboard park, I do believe that the park should be rebuilt. It is not the fault of the young people who use it that it is being closed, nor is it being closed due to lack of use or due to a danger, it is simply located in the wrong place at the wrong time, and should be replaced. It would set a good example to the young people of the principle of “you break, you buy”, even though it was broken for a very good and very justifiable cause. Hopefully some of the rhetoric can be toned down, and cooler heads can prevail, and all of that energy can be harnessed to good use so that the next skate park can be even better than ever.

Sue Cragun

From: Alyshia <Alyshiadgonder@hotmail.com>
Sent: Thursday, June 02, 2016 7:14 PM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Alyshia Email – Alyshiadgonder@hotmail.com Message – You have completely lost all support and trust from the community trying to rip our skate park from us. I do not skate. I live within city limits and although I have never voted I will in the upcoming election to ensure that the major and councilmen will not be reflected. You will cause a violent and unpeaceful uproar in this city the second you begin to deconstruct our skatepark that our community worked to build. Our mayor and counsel men are a complete disgrace to our community. You have become the most hated and un respected individuals in this community.

You will never be considered for reelection. 85% of our community now dispises each and every one of you. You have lost all support. I would personally not want to be seen in this community if I was the mayor. You are horrible people for even considering this disgrace. Building plans can change so change them or you will have a city in uproar. The meeting you discuss is only a small insight of what will ensue in our community if you follow through with this.

Sue Cragun

From: Aki Iba <hiba@wgu.edu>
Sent: Thursday, June 02, 2016 9:37 PM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Aki Iba Email – hiba@wgu.edu Message – As a lifelong skateboarder (although that has declined recently as I've gotten older) what I would really appreciate is for them to move the park and rebuild something completely different. The grind line park is/was a great park, but it was a far departure from the original design put forth by one Amy Baumann and friends. While the park is great the thing that bothers me about it is that it is a “serious” park everything is built big and gnarly. You have to take every part of the current park seriously or you stand the chance of catching injuries. I personally have knocked myself out cold, and have been witness to a number of other injuries. So, to me this is actually a great opportunity to get a new park built that will serve rookie skateboarders better and also allow veteran skateboarders a place to skate where they can be serious about it but also just goof off on their skateboards if they want. Take a cue from some of the other places in the state and build a “skate plaza” instead of what we have, it is way more versatile and way more fun.

Sue Cragun

From: Robert Hutton <Ridenatural@gmail.com>
Sent: Friday, June 03, 2016 10:17 AM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Robert Hutton Email – Ridenatural@gmail.com Message – I am from Wenatchee, but have lived in Leavenworth many of summers and I believe there is no need to take out the existing skatepark. This is a great skatepark and gives the kids of the community something to do, other than just team sports, where some kids may feel like outcasts. That was the case for me and I know how important skate-parks are. Saying you will build a new one just sounds like a way to get the skateboard community off of you the city and the schools back. It seems there has been a lot of sneaky actions through this process and this seems like another one.

Sue Cragun

From: Rory Marchant <rory.marchant@hotmail.com>
Sent: Friday, June 03, 2016 10:48 AM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Rory Marchant Email – rory.marchant@hotmail.com Message – Good morning Mayor Just like to say the Leavenworth skatepark is not only one of Grindline skateparks first legendary parks, but is also one of the best skateparks east of the mountains in Washington state. From the times I've brought my daughter their years ago to my girlfriend just recently. Everytime, seeing other local kids by themselves or with their parents it's always big smiles and fun great times. If you can please imagine all the families and out of town visitors who love to go their and admire and use that wonderful park. Sincerely Rory Marchant

Sue Cragun

From: Jake O'Hara <jake.ohara.t1@gmail.com>
Sent: Friday, June 03, 2016 10:53 AM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Jake O'Hara Email – jake.ohara.t1@gmail.com Message – To Whom It May Concern:

This may be long, I apologize if I ramble a bit; (#1)

I've been going to the Leavenworth Skatepark since it was being built as I grew up in Wenatchee. For the first few years of it being open, I spent a lot of time up there with many friends and the park developed a special place in our hearts. In 2004, the year it was built, we had some visitors (a couple of whom were Gary Young and Morgan Wade, two of the most highly decorated BMXers in the world at that point). Gary mentioned that as soon as he saw the park online, he said, "we saw this one and we just couldn't miss it." I hope a group of 8 BMXers in total, including the editor of the biggest BMX magazine in the world at the time (Ryan Fudger), traveling from California to Vancouver, B.C. being willing to go out of their way to the small town of Leavenworth to ride such an epic skatepark should be a testament to how special it is.

(I'll send another comment- #2)

Sue Cragun

From: Jake O'Hara <jake.ohara.t1@gmail.com>
Sent: Friday, June 03, 2016 11:00 AM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Jake O'Hara Email – jake.ohara.t1@gmail.com Message – (#2)

I've ridden at the park with people from around the world as well as creating a lot of memories with my friends growing up in Wenatchee starting right when the park was built. I moved to Seattle about 9 years ago and don't come as often anymore but anytime the park gets brought up with my friends that I ride with over here, it always has a place for them at the top of the list as far as their favorite skateparks. Though we may not come over all the time, we look at it very fondly and it will be devastating to see it go. Furthermore, after getting a degree in Business and Finance, I believe it is an unreasonable economic decision to tear it out. For a town with budgets the size of Leavenworth, to destroy a six-figure investment (I'm sure it will cost quite a bit to take it out too) doesn't make sense in my opinion. It's far off in the corner in an obscure space and to say that the school needs every square foot of the parking lot is unreasonable for financial purposes, not to mention how special what they're destroying is.

Sue Cragun

From: Jake O'Hara <jake.ohara.t1@gmail.com>
Sent: Friday, June 03, 2016 11:06 AM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Jake O'Hara Email – jake.ohara.t1@gmail.com Message – (#3)

I hope there's some way to throw a hail-mary and prevent the park from being taken out, I just believe with all my heart that it doesn't make sense from a financial, economical, or business standpoint and it will rob hundreds if not thousands of people of a place they love to ride when they're able to make it over. The park was extremely innovative at the time it was built and is irreplaceable in my opinion, I've been to over 150 skateparks and I'd say it's in my top 5 favorite parks of all the ones I've ridden. A corollary to that is I've also never seen or heard of another cement skatepark getting torn out. I feel like there has to be some way to budget space for the school project in order to keep the park, it will save the city and fundraisers a lot of money to get a new one and will preserve a truly special park. I apologize for the rambling, I'm a little emotional about this. I appreciate your time.

Sincerely,

Jake O'Hara 425-221-0533-cell jake.ohara.t1@gmail.com-e-mail

Sue Cragun

From: Alison McLellan <alisonclairemclellan@gmail.com>
Sent: Friday, June 03, 2016 11:07 AM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Alison McLellan Email – alisonclairemclellan@gmail.com Message – Regarding the Skate park: I am not a skater, and I am very sad to see how many of them have dealt with their concerns about the future of the park, yet I do think it is an important resource for the community. My opinion as a non-skater community member (I own a house in town, and work in town), after watching things unfold, is that a new park should be built. The old park is not ideal for all users and the high school construction is paramount regardless, so it should be removed. Naturally, the sooner a new park can be built, the better, but I hope the skating community can find some patience and understanding in how tricky this type of project can be. Osborn seems like a prime location, especially in conjunction with other community center and park uses that were discussed at a prior council meeting. If it could be squeezed in to enchantment park, that would also be a good option. Thank you, and again I hope the interactions on this issue can become less antagonistic and more productive.

Sue Cragun

From: Todd Henshall <todd_henshall@hotmail.com>
Sent: Friday, June 03, 2016 12:41 PM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Todd Henshall Email – todd_henshall@hotmail.com Message – Dear Mayor, I have seen online the news of the Leavenworth skatepark being torn down to possibly build a new one. I come all the way from Australia and was lucky enough to ride this skatepark while spending time visiting Seattle. I had some friends in Seattle who took me all the way there just to ride the park for the day. I must say that it is one fine skatepark! In fact better than most I've been to in Australia. It would be very disappointing to see this skatepark destroyed and I feel for the skaters, riders and other users and locals who get joy from this place. I hope the people who use this place have a say in its future and I must add that building a new park in place of an old one most of the time is disappointing. Leavenworth skatepark is unique and unless a lot of planning and working with the skaters/riders on building a new one it will be hard to match it.

Thanks for taking the time to read my comment

Todd

Sue Cragun

From: Michelle <Loganmichelle29@yahoo.com>
Sent: Saturday, June 04, 2016 6:44 AM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Michelle Email – Loganmichelle29@yahoo.com Message – Regarding the skate park.... I very rarely saw anyone using the park and think it should be torn down for the school. I also do not care if it gets rebuilt.
Thank you

Sue Cragun

From: Jay Bretz <Jayebretz@gmail.com>
Sent: Monday, June 06, 2016 1:59 PM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Jay Bretz Email – Jayebretz@gmail.com Message – The skatepark is a community asset. Tearing it down is a slap in the face to a large portion of the community the city is supposed to serve, whose interests the city should protect. The usual process when making decisions like the one to destroy the skatepark is to reach out to stakeholders with a vested interest in the existing asset and get input before proceeding. Since this process was not followed, the stakeholders are now understandably upset and have every right to be.

That being said, the existing skatepark is designed for advanced riders and is not conducive to the development of skills and growth from the beginner to the advanced rider. The ideal would be to keep the skatepark and expand it by adding a beginner to intermediate area. This is exceedingly unlikely since if the existing park were kept, the school district would tear it out after the RCO expires.

As a compromise, the city should build a world class skatepark for the community in a dedicated location. The city should go above and beyond by creating something exceptional that shows it understands the value of investing in the community and creating more opportunities for our youth.

Sue Cragun

From: Lacy Tipton <Lacyrain@gmail.com>
Sent: Tuesday, June 07, 2016 9:51 AM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Lacy Tipton Email – Lacyrain@gmail.com Message – To the Leavenworth Mayor and City Administrator: I write in support of that city skate park. While I myself am not a skater, I grew up in a town with a skate park and hung out at them often in my youth. I can tell you from experience that it was a positive place for me and my friends to be and encouraged being active. Our town has great access to the outdoors, but the outdoors are not actually accessible for most teens as it costs money to be a biker, climber or skier. Skating is cheap to get into and does teach discipline. Have you ever tried skating? It's insanely difficult. These kids are talented and need a safe place to practice their art. Please do what you can to honor your promise to maintain the skate park. Thank you for your time.

Sue Cragun

From: Suzanne Price <resmprice@me.com>
Sent: Wednesday, June 08, 2016 9:38 AM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Suzanne Price Email – resmprice@me.com Message – From what I have read – the city already said they would replace the park – so at this point they need to fulfill their commitment. So you need to find a new home for a skate park.

Sue Cragun

From: Ashlyn Hendrickson <ashlynhendrickson@yahoo.com>
Sent: Wednesday, June 08, 2016 9:46 AM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Ashlyn Hendrickson Email – ashlynhendrickson@yahoo.com Message – I live in Leavenworth, I pay local taxes and I support the local skateboarders in their fight for a skate park. If the existing skate park can't be saved, the city and the school district have a moral obligation to replace it with a skate park of equal quality. The memo from the mayor on the city's Facebook page was childish, petty and unprofessional. Obviously this community wants their skate park, they got the first one built. And the people living in the valley but outside city limits who use the skate park still pay sales tax and spend their money in town. Just because I don't own a business in downtown doesn't mean I don't count as a person. Locals need to be happy in their own town too not just tourists. And I promise you, if kids don't have a park to skate they'll come looking for ledges and stair sets to wax up and skate. I think the community has been pretty clear in expressing their anger and betrayal about the skate park being taken out and I for one won't let this be swept under the rug and forgotten. Keep your promise mayor. Rebuild the park.

Sue Cragun

From: Holly Holton <Hollyravenheart@gmail.com>
Sent: Wednesday, June 08, 2016 10:09 AM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Holly Holton Email – Hollyravenheart@gmail.com Message – I do live within City limits. I am in strong support of the skatepark. I am upset with both the city and school district for many reasons. Both entities have lost my trust! You should expect public outrage and increased future scrutiny when you do whatever you want in disregard of ethics, signed agreements and without the approval of the community. The following shows the protocol that was disregarded, which may cause our community a loss of future grant funds.:

The rules and policies that govern conversions can be found in the Washington Administrative Code (WAC) 286-27-066 and in RCFB policy (RCO Manual 7). Those rules and policies govern the role of the board in reviewing any conversion and all requirements and conditions. In summary, a sponsor must show the following:

- All practical alternatives to the conversion have been evaluated and rejected, including avoidance;
- The public has had an opportunity to comment on the proposed conversion and replacement (with a public comment period of at least 30 days).
- The sponsor will provide a replacement facility which:

- Is of equivalent or greater usefulness and location;
- Satisfies need(s) identified in the City's most recent plan(s) required under WAC 286-27-040
- Is eligible for

Sue Cragun

From: Nancy Smith <director@leavenworth.org>
Sent: Wednesday, June 08, 2016 10:48 AM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Nancy Smith Email – director@leavenworth.org Message – Dear Mayor and Administrator

I do believe that the City is considering all the options around building a skate park to fulfill the previous grant requirements. I have full faith and confidence that all considerations will be weighed with the best possible outcome for the skating community, the city and the school. I appreciate the city keeping the school responsible for their part in this change. I don't know if all the possibilities were exhausted with keeping the current park, but I don't think that determining that is the responsibility of the city, only the school district. I believe you were obligated to go with their planning and decision making.

I appreciate your efforts toward the Bike Pump Park and your willingness to make the skate community whole if at all possible. I would like a new design to consider beginning, moderate and expert terrains with an emphasis on beginners. I would like to see it down in Enchantment Park...but you will know the best and right use of space. Thank you for being so open to not throwing the skate park out of consideration and discussion

Sue Cragun

From: Kristen Ward <Mrs.doubleyou@gmail.com>
Sent: Wednesday, June 08, 2016 5:20 PM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Kristen Ward Email – Mrs.doubleyou@gmail.com Message – Hello, I am a resident of Leavenworth. I live in town, and I also work for the Cascade School District. If the district cannot change their current plans at a cost effective price, then the city should 100 percent rebuild a skatepark (not tennis courts- what an insult to the community) at the same quality if not better than our current skatepark. The grant was given to our town, now the city, school district, and council must honor that grant, and honor the members of the community. As a mountain/ tourist town, we must continue providing recreational outlets for our community members and our visitors. The school district has to rebuild their tennis courts for sports regardless of the skatepark. It would be a travesty to use the money from the grant for something that the school is responsible for. It seems backhanded that the city and school district would even consider such an idea. The council should take positive leadership roles and keep the park or rebuild the park within a year. Do the right thing for the community. Thank you, Kristen Ward.

Sue Cragun

From: Carl Pederesn <fireman-175@outlook.com>
Sent: Friday, June 10, 2016 8:22 AM
To: Joel Walinski; Cheri Farivar; Sue Cragun
Subject: City of Leavenworth Mayor / City Administrator Comment Form

Name – Carl Pederesn Email – fireman-175@outlook.com Message – Dear Madam Mayor,

I have been following the skateboard issue recently. I know some of the students who use this great recreational facility and agree that we need to have one in town. I live in the UGB, so I feel my input is valued here. I also voted to support replacing our aging schools. Schools not designed for our climate. That is my priority, not the skate park. People need to realize that sometimes things have to be removed temporarily to construct more important items, such as a High School. I fully support, as does my coworkers in town, removing the skate park to build a school.

That being said, we have the opportunity to locate the new and maybe better skatepark to a more central location. The soon to be vacant property where the elementary school is located. I support the ideas of this being a community center/sports facility. I suggest using a corner of that property to construct a new skatepark now, using the rest for soccer/rugby/cricket or whatever field sport comes along. The building could house emergency disaster supplies for the community and provide a fun safe place to play games after school.

AMENDMENT NO. 1 TO CONTRACT RELATING TO PREFORMATION
EXPENSES

This Amendment No. 1 to Contract relating to Preformation Expenses (“Amendment”) is made this _____ day of _____ 2016 between the City of Leavenworth, Washington (“City”) and Upper Valley Mend, a Washington nonprofit corporation (“Mend”), Titus Road, LLC, a Washington limited liability company (“Titus”) and Calliope, LLC a Washington limited liability company (“Calliope”). Mend, Titus and Calliope are sometimes hereinafter referred to as “Property Owners.”

Recitals

Whereas Property Owners signed and delivered to City a Contract Relating to Preformation Expenditures dated September 24, 2013 (the “Contract”);

Whereas pursuant to the Contract Mend assigned funds on deposit at Banner Bank, Wenatchee, Washington, in account 64403400 in the amount of \$100,000 as security to pay pre-formation expenses related to a petition to form a local improvement district;

Whereas pursuant to the authority of RCW 35.43.070 City passed Ordinance No. 1470 forming LID # 24;

Whereas since formation City has proceeded with work related to LID #24 and as of April 12, 2016 has authorized and approved public works contracts for the work called for in LID # 24;

Whereas the City has incurred preformation expenses related to LID # 24 totaling one hundred and one thousand and nine hundred and fourteen dollars and eleven cents (\$101,914.11) and as detailed in Schedule A attached hereto;

Whereas the City has incurred other expenses since the passage of Ordinance No. 1470 related to LID # 24 totaling one hundred and nine thousand and seven hundred and thirty-nine dollars and seventy-one cents (\$109,739.71) and as detailed in Schedule B attached hereto;

Whereas a schedule of the contracts awarded by contractor, date and amount is attached hereto as Schedule C;

Whereas City contemplates that the work under the authorized and approved public works contracts will be completed by November 15, 2016 with bonding for payment to follow;

Whereas after bonding is completed the properties will be assessed and a final assessment roll will be confirmed;

Whereas Mend has requested amendment to the Contract since formation has occurred and work has been awarded in LID # 24;

Whereas Mend has requested that pursuant to amendment the amount of its funds assigned and on deposit be reduced;

NOW, THEREFORE, the parties agree as follows:

1. Reduction in Assignment of Funds on deposit. City agrees that the Mend Assignment of Funds on Deposit in Banner Bank Account No. 644003400 may be immediately reduced to \$50,000 with funds on deposit in excess of that amount released and returned to Mend. A copy of this Amendment may be delivered to Banner Bank and shall be the directive of the City to allow reduction in the amount deposited as set out in this paragraph.

2. Approval of Schedules A-C. Property owners hereby ratify and confirm that the preformation expenditures, other expenses, and the contracts awarded are true, proper and acceptable expenses related to LID #24 and that the work awarded under the contracts awarded is proper work related to LID #24 as formed. Property owners agree not to challenge the preformation expenditures, the other expenses, or the contracts awarded. By this approval, property owners waive any other requirement of City for informational billing and accept the total of preformation expenses as provided in paragraph 1 of the Contract.

3. Preformation expenses to be paid. The property owners agree that the preformation expenses and other expenses may be properly included in the amount to be paid by bonds, and that said preformation expenses, the other expenses, and all costs associated with the contracts awarded shall be included in the amount of final assessment for LID #24.

4. Balance of the assigned funds. The balance of the assigned funds shall remain on deposit until released by further amendment to the Contract. At the election of Mend said additional funds on deposit may be applied against any final assessment on the Mend property.

5. Ratification. The remaining terms of the Contract are ratified and affirmed.

DATED: _____, 2016

CITY OF LEAVENWORTH
A Washington municipal corporation

By: _____

Mayor Cheryl K. Farivar

ATTEST: Chantel Steiner/City Clerk

DATED: _____, 2016

UPPER VALLEY MEND

By: _____

(Printed Name/Title)

DATED: _____, 2016

TITUS ROAD, LLC

By: _____

Rudolph Prey, Jr., Sole Owner

DATED: _____, 2016

CALLIOPE, LLC

By: _____

John Agnew,

By: _____

Patty Hebert,

Schedule A - Includes all items on and prior to December 8, 2014.

	Legal	Engineering	Advertising/Notices (LID Only)	Construction (includes plan set copies)	ROW Acquisition (Water/Sewer only 57% of total project)	Property Appraisal (Water/Sewer only 57% of total project-items after 2013)	TOTAL
7/2/2013 - 12/31/2013	37.50					6,000.00	6,037.50
1/1/14 - 12/8/14	2,583.00	89,881.18	1,401.44		324.39	1,686.61	95,876.61
SUBTOTAL	2,620.50	89,881.18	1,401.44	-	324.39	7,686.61	101,914.11

* \$6,000 Appraisal Fee: Pacific Appraisal prepared by Bruce Bendickson Special Benefit Analysis - Titus Rd. LLC, Upper Valley MEND, Agnew/Hebert Properties

Schedule B - Includes all items on and after to December 9, 2014 - plus summary of total costs to date.

	Legal	Engineering	Advertising (LID Only)	Construction (includes plan set copies)	ROW Acquisition (Water/Sewer only 57% of total project less Remanent Parcel)	Property Appraisal (Water/Sewer only 57% of total project)	TOTAL
12/9/14 - 12/31/14	446.25	13,444.55			57,508.78		71,399.58
1/1/15 - 12/31/15	175.00	13,696.06			10,918.30	256.50	25,045.86
1/1/16 - 05/25/2016	851.75	10,026.42	1,115.13	1,300.96			13,294.26
SUBTOTAL	1,473.00	37,167.03	1,115.13	1,300.96	68,427.09	256.50	109,739.71

Schedule C - Includes items that are estimated to occur.

	Legal	Engineering	Advertising (LID Only)	Construction (includes plan set copies)
Advantage Dirt Contracts @ 57%				558,344.59
Pace Engineering (Construction Admin) @ 57%				37,414.80
MDSquare (Construction Admin) @ 57%				21,751.20
PUD				10,000.00
SUBTOTAL	-	-	-	627,510.59

PETITION

MEADOWLARK DEVELOPMENT

Dated July 25, 2013

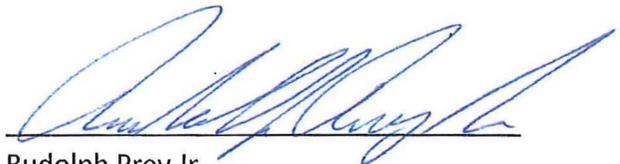
This petition is executed by 100% of the land owners within the Meadowlark Development that will benefit by the City of Leavenworth constructing a water and sewer line connection between the development and the Cascade High School. It is understood that the City will use bond indebtedness to fund the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

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

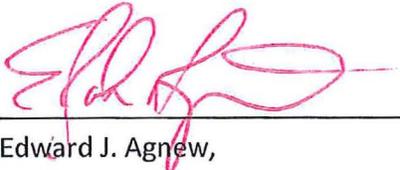
This petition is approved by:



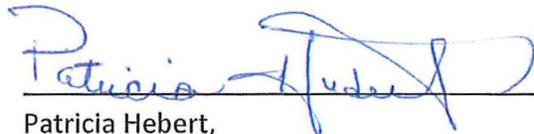
Charles B. Reppas,
Executive Director,
Upper Valley MEND



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



Edward J. Agnew,
Joint Owner of Property



Patricia Hebert,
Joint Owner of Property

ASSIGNMENT OF BANK ACCOUNT FOR SECURITY PURPOSES-
PREFORMATION EXPENDITURES

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

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

NOW, THEREFORE: Developer hereby assigns to the CITY OF LEAVENWORTH, WASHINGTON for security purposes only, the sum of One Hundred Thousand Dollars(\$100,000.00) (U.S. Funds) which is deposited with, or held by Banner Bank (“Bank”) at Wenatchee Branch under Account Number # 0644034001 (the “Account”). This assignment shall be on the following terms and conditions:

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

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

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

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

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

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

IN WITNESS WHEREOF, the signature of the Developer and the Bank are hereto affixed binding them to this obligation this 25th day of September, 2013.

DEVELOPER:

Upper Valley MEND
A Washington nonprofit corporation

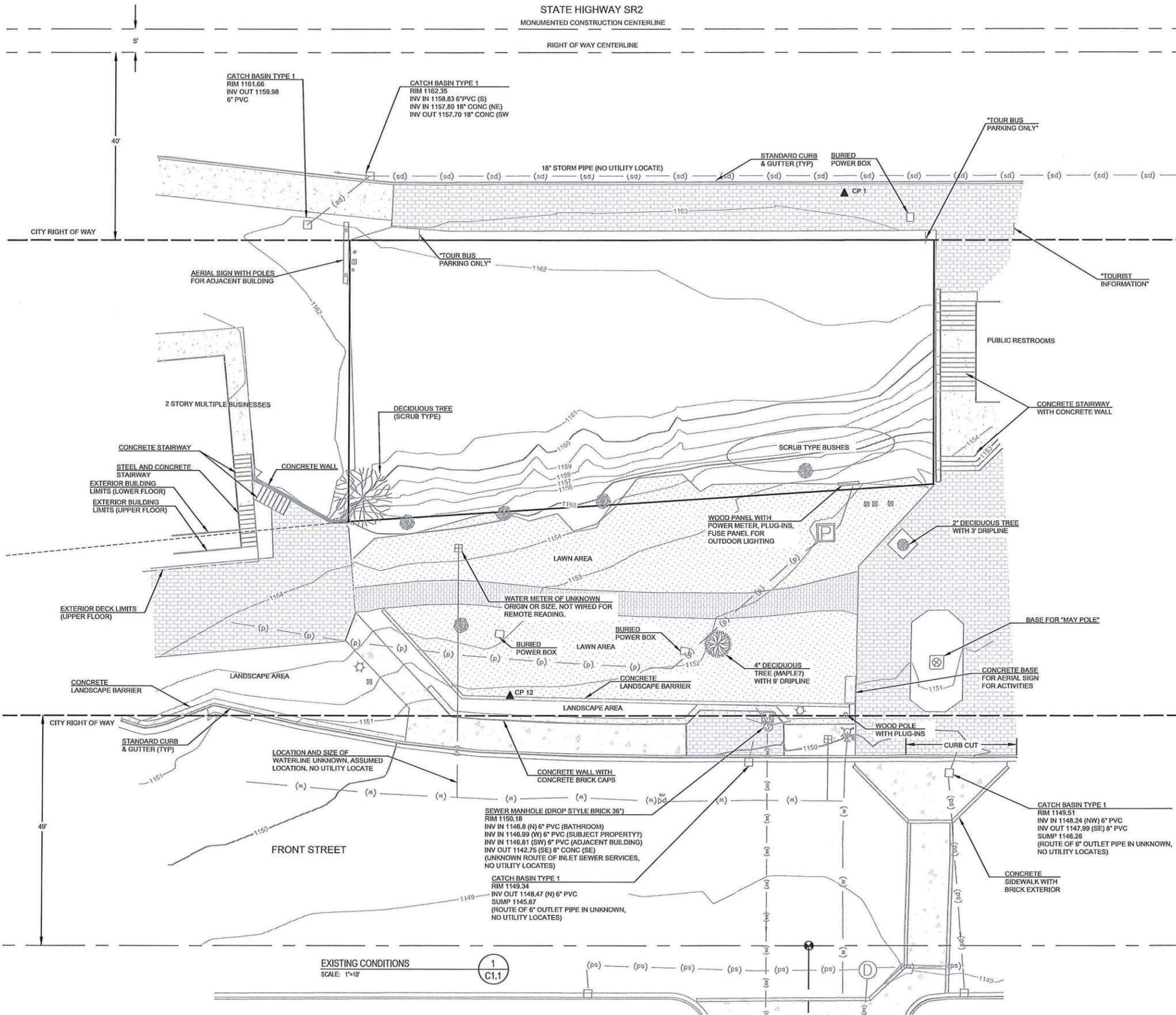
By: Chad B. Regan
Its Executive Director

BANK
Banner Bank,
a Washington banking corporation

By: Margo Krey
Its ATM / Branch Manager

ACCEPTED BY THE CITY OF LEAVENWORTH

By:  MAYOR
Title



LEGEND

- ▲ SURVEY CONTROL POINT
 - RIGHT OF WAY MONUMENT
 - ⊠ IRRIGATION CONTROL VALVE
 - ⊠ TRANSFORMER
 - ⊠ BURIED POWER BOX
 - ⊙ LIGHT STANDARDS
 - ⊙ POLE (AS NOTED)
 - ⊙ SIGN (AS NOTED)
 - ⊙ MAIL COLLECTION BOX
 - ⊙ SANITARY SEWER MANHOLE
 - ⊙ WATER METER
 - ⊙ FIRE HYDRANT
 - ⊙ WATER VALVE
 - ⊙ CATCH BASIN
 - ⊙ STORM DRAIN MANHOLE
 - ⊙ TREE (AS NOTED)
 - ⊙ STUMP OF LARGE TREE (36"-44" x 2' TALL)
-
- ▨ CONCRETE PAVERS
 - ▨ BRICK PAVERS
 - ▨ CONCRETE
 - ▨ GRASS
 - ▨ ASPHALT
-
- (w) WATERLINE
 - (p) UNDERGROUND POWER
 - (sd) STORM DRAIN PIPE
 - (ss) SANITARY SEWER

SURVEY CONTROL

CP1	N 217296.52	E 2042551.17	Z 1162.94	SET 'MAG' NAIL
CP12	N 2217168.33	E 2042561.15	Z 1151.72	'FORSGREN CONTROL' CAP

NO.	REVISION

FORSGREN Associates Inc.
 112 OLDS STATION ROAD, SUITE A, WENATCHER, WA 98801
 PH: 509.667.1425 FAX: 509.663.6166



PROJECT NO.	08-16-0055
DRAWN	KLS
DESIGNED	SCC
APPROVED	SCC
CHECKED	DMCC

FLINT HARTWIG
 LEAVENWORTH, WA

HARTWIG BUILDING
 EXISTING CONDITIONS

SHEET NO.	C1.1
DATE:	MAY 6, 2016
PAGE NO.	1 OF 3

J:\projects\2016\16-0055 Hartwig Leavenworth\SURVEY\CAD\16-0055 V-Survey-EX.dwg - 5/6/2016 11:00 AM

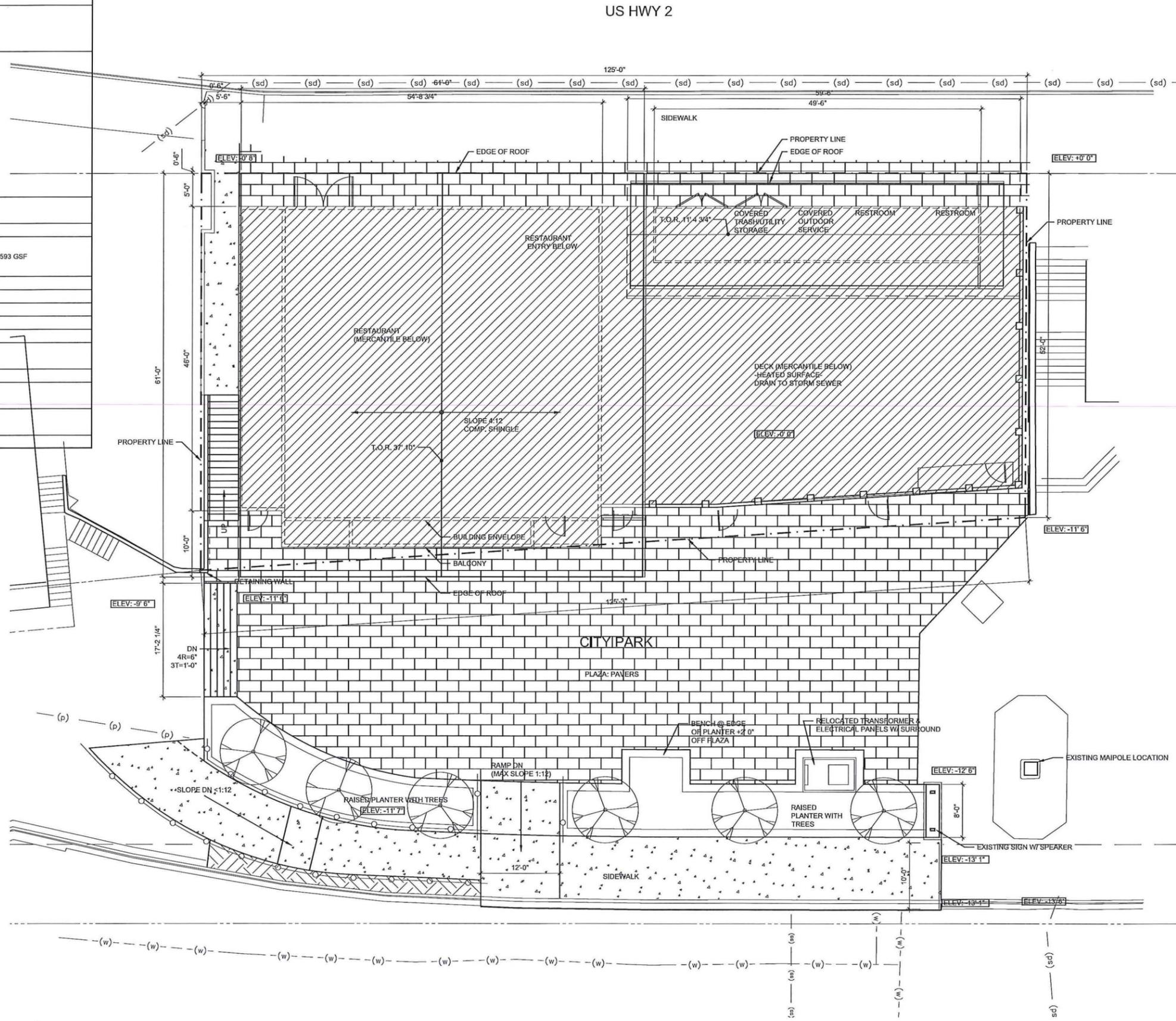
ZONING

LEGAL DESCRIPTION: TOWNSHIP 24N RANGE 17EWM SECTION 12 NENW
 TAX PARCEL ID: #241712210300

ZONE	CENTRAL COMMERCIAL		
HEIGHT	LIMIT	PROPOSED	
	50'-0"	39'-5"	
LOT SIZE	.16 ACRES (7000 SF)		
LOT COVERAGE	MAX	EXISTING	PROPOSED
	NA	0%	90%
SETBACKS	FRONT: 5'-0" (PER VARIANCE) SIDE: 0'-0" REAR: 0'-0" SEE SITE PLAN FOR PROPOSED SETBACKS		

BUILT AREA (GSF)			
	EXISTING	PROPOSED	COMMENTS
BASEMENT (GSF)	-	5726	
FIRST FLOOR (GSF)	-	2380 + 264	TOTAL BUILT AREA: 9593 GSF
SECOND FLOOR (GSF)	-	1223	
THIRD FLOOR (GSF)	-	-	
DECK (GSF)	-	2263 + 266	INCL. MECHANICAL
COVERED PORCH/PATIO (GSF)	-	66 + 42 + 95	
BALCONY (GSF)	-	103 + 157	
GARAGE (GSF)	-	-	

IMPERVIOUS SURFACE			
	EXISTING	PROPOSED	COMMENTS
NON-POLLUTANT-GENERATING IMPERVIOUS SURFACE (ROOF & DECK)	0	7000	
POLLUTANT-GENERATING IMPERVIOUS SURFACE (DRIVEWAY & PATIO)	-3800	0	
TOTAL		7000	



US HWY 2



Syndicate Smith LLC
 819 FRONT ST SUITE 2A
 LEAVENWORTH WA 98826
 (509) 670-3130
 www.syndicatesmith.com

Project
 HARTWIG BUILDING

Drawing Issue
 DESIGN DEVELOPMENT SET:
 06-06-16

Team

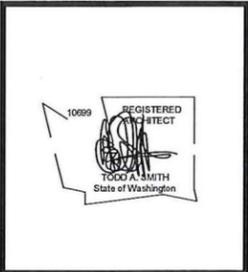
OWNER
 FLINT HARTWIG

ARCHITECT
 TODD SMITH
 C/O SYNDICATE SMITH LLC

PROJECT MANAGER
 ALISON MCLELLAN
 C/O SYNDICATE SMITH LLC

STRUCTURAL ENGINEER
 ERIC DANN, C/O BTL ENGINEERING, P.S.

SURVEY & CIVIL ENGINEER
 FORSGREN AND ASSOCIATES



Sheet Title

PROPOSED
 SITE PLAN
 OPTION 1

Sheet #

A001



ZONING

LEGAL DESCRIPTION: TOWNSHIP 24N RANGE 17EWM SECTION 12 NEWW
 TAX PARCEL ID: #241712210300

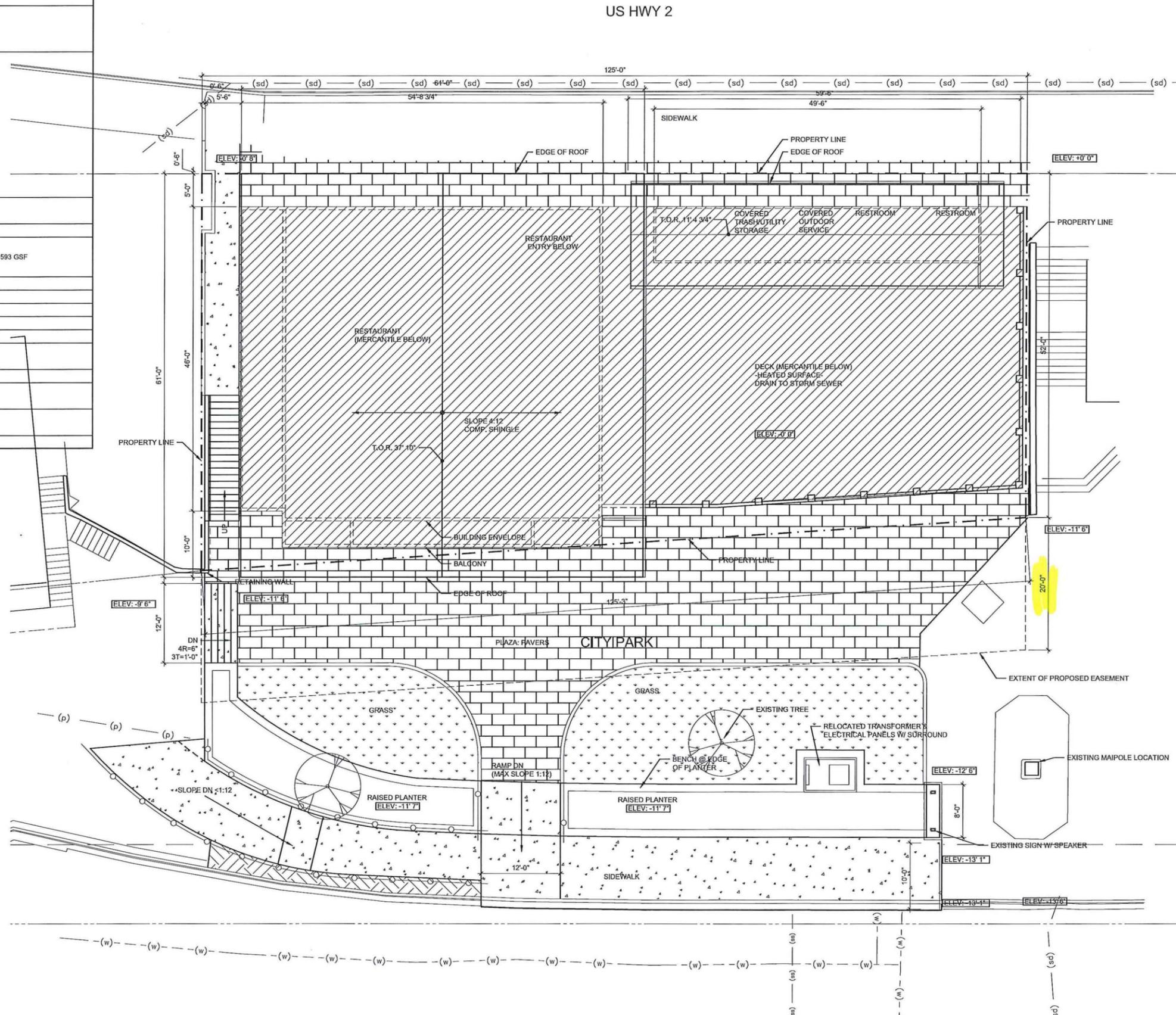
ZONE	CENTRAL COMMERCIAL		
HEIGHT	LIMIT	PROPOSED	
	50'-0"	39'-5"	
LOT SIZE	.16 ACRES (7000 SF)		
LOT COVERAGE	MAX	EXISTING	PROPOSED
	NA	0%	90%
SETBACKS	FRONT: 5'-0" (PER VARIANCE) SIDE: 0'-0" REAR: 0'-0" SEE SITE PLAN FOR PROPOSED SETBACKS		

BUILT AREA (GSF)

	EXISTING	PROPOSED	COMMENTS
BASEMENT (GSF)	-	5726	
FIRST FLOOR (GSF)	-	2380 + 264	TOTAL BUILT AREA: 9593 GSF
SECOND FLOOR (GSF)	-	1223	
THIRD FLOOR (GSF)	-	-	
DECK (GSF)	-	2263 + 266	INCL. MECHANICAL
COVERED PORCH/ PATIO (GSF)	-	66 + 42 + 95	
BALCONY (GSF)	-	103 + 157	
GARAGE (GSF)	-	-	

IMPERVIOUS SURFACE

	EXISTING	PROPOSED	COMMENTS
NON-POLLUTANT-GENERATING IMPERVIOUS SURFACE (ROOF & DECK)	0	7000	
POLLUTANT-GENERATING IMPERVIOUS SURFACE (DRIVEWAY & PATIO)	~3800	0	
TOTAL		7000	



1 SITE PLAN
 0' 4' 8' 16'



Syndicate Smith LLC
 819 FRONT ST SUITE 2A
 LEAVENWORTH WA 98826
 (509) 670-3130
 www.syndicatesmith.com

Project
 HARTWIG BUILDING

Drawing Issue
 DESIGN DEVELOPMENT SET:
 06-06-16

Team

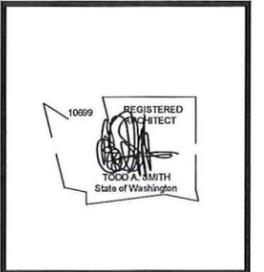
OWNER
 FLINT HARTWIG

ARCHITECT
 TODD SMITH
 C/O SYNDICATE SMITH LLC

PROJECT MANAGER
 ALISON MCLELLAN
 C/O SYNDICATE SMITH LLC

STRUCTURAL ENGINEER
 ERIC DANN, C/O BTL ENGINEERING, P.S.

SURVEY & CIVIL ENGINEER
 FORSGREN AND ASSOCIATES



Sheet Title
 PROPOSED
 SITE PLAN
 OPTION 2

Sheet #
 A001.1

Return Address:

Mr. Clay M. Gatens
Jeffers, Danielson, Sonn & Aylward, P.S.
2600 Chester Kimm Road
P.O. Box 1688
Wenatchee, WA 98807-1688

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EASEMENT FOR BUFFER AND UTILITIES

Grantor: City of Leavenworth, a Washington municipal corporation

Grantees: Flint Hartwig and Jamie Hartwig, husband and wife

Legal Description (abbreviated):

Burdened Property: Ptn. NE¼ NW¼ Sec. 12, T. 24 N., R. 17, E.W.M., Chelan County, Washington.

Benefited Property: Ptn. NE¼ NW¼ Sec. 12, T. 24 N., R. 17, E.W.M., Chelan County, Washington.

Additional legal on pages 2, 3 and 4.

Assessor's Tax Parcel ID#: **Burdened Property:** 24-17-12-210-500

Benefited Property: 24-17-12-210-300

Parties

1.1 Grantor. CITY OF LEAVENWORTH, a Washington municipal corporation.

1.2 Grantee. FLINT HARTWIG and JAMIE HARTWIG, husband and wife.

Easement

2.1 Grant of Easement. Grantor hereby conveys and warrants to Grantee a nonexclusive easement as described herein of the type described herein for the purposes described herein.

2.2 Purpose. The purpose of this easement is for the installation, maintenance, and repair of underground utilities and a ten foot (10') buffer area where no improvements shall be allowed to be constructed. The public shall have the right to use the easement area at all times and without interference from the owner of the Benefited Property or

1 | this Easement.

2 | 2.3 Consideration. This easement is for and in consideration of Grantee
3 | providing at its sole cost and expense improvements to the Burdened Property as detailed on the
4 | attached Exhibit "A".

5 | 2.4 Appurtenant Easement. The benefits and burdens granted and imposed
6 | by this instrument shall run with the lands described herein.

7 | 2.5 Benefited Property. This easement is to benefit the following described
8 | real property situated in the County of Chelan, State of Washington:

9 | That portion of the right of way or land of the Great Northern
10 | Railway Company in the Northeast quarter of the Northwest
11 | quarter of Section 12, Township 24 North, Range 17, E.W.M.,
12 | Chelan County, Washington, described as follows: Beginning at
13 | a point in the southeasterly boundary of that certain strip of land
14 | 60 feet wide which was conveyed by the Great Northern Railway
15 | Company to the State of Washington for highway purposes by
16 | grant of easement dated July 12, 1934, said point being distant
17 | southwesterly 68.7 feet, measured along said southeasterly
18 | boundary from the southwesterly line of Eighth Street, extended
19 | northwesterly in the City of Leavenworth, according to the plat
20 | thereof recorded in Volume 1 of Plats, page 30; thence
21 | northeasterly along said southeasterly boundary 125.0 feet;
22 | thence southeasterly perpendicularly to the said southeasterly
23 | boundary 52.0 feet; thence southwesterly on a direct line 125.25
24 | feet, more or less, to a point perpendicularly distant
25 | southeasterly 60.0 feet from the said southeasterly boundary at
26 | the Point of Beginning; thence northwesterly on a direct line 60.0
feet to the Point of Beginning.

20 | 2.6 Burdened Property. This easement is to burden the following described
21 | real property situated in the County of Chelan, State of Washington:

22 | All that part of the right of way of the Great Northern Railway
23 | Company in the Northeast quarter of the Northwest quarter of
24 | Section 12, Township 24 North, Range 17, E.W.M., Chelan
25 | County, Washington, described as follows: Beginning at a point
26 | on the southeasterly boundary of State Highway No. 15 as
described in an easement for said highway from the Great
Northern Railway Company to the State of Washington dated
July 12, 1934, said point being distant northeasterly 56.3 feet,
measured along said southeasterly boundary, from the
southwesterly line of 8th Street extended northwesterly; thence

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southeasterly at right angles to said southeasterly boundary of highway 52.0 feet; thence southwesterly along the southeasterly boundary of a tract of land conveyed by Grantor to Warren B. Christenson et ux. by Warranty Deed dated August 30, 1955, and the southeasterly boundary of a tract of land conveyed by Grantor to T. J. Stockstill, et ux. by Warranty Deed dated December 20, 1938, to a point 75 feet southeasterly measured at right angles to said southeasterly boundary of State Highway No. 15 at a point therein distant 218.7 feet southwesterly measured along said southeasterly boundary of highway from said southwesterly line of 8th Street extended; thence northeasterly in a straight line, an extension of which would intersect the northwesterly boundary of Front Street 100 feet southwesterly measured therealong from its intersection with an extension of the southwesterly line of 8th Street to a point 12 feet northwesterly from the northwesterly boundary of Front Street measured at right angles thereto; thence northeasterly along a line parallel to and distant 12 feet northwesterly from, measured at right angles, the northwesterly boundary of Front Street, to an intersection of the southwesterly boundary of an extension of 9th Street as described in an easement therefor from Great Northern Railway Company to the City of Leavenworth dated June 4, 1929; thence northwesterly along said southwesterly boundary of an extension of 9th Street, curving to the right to an intersection with said southeasterly boundary of State Highway No. 15; thence southwesterly along said southeasterly highway boundary, in a straight line to the Point of Beginning.

AND

All that part of the right of way of the Great Northern Railway Company in the North half of the Northwest quarter of Section 12, Township 24 North, Range 17, E.W.M., described as follows: Beginning at the most easterly corner of Lot 1 of Block 6, Ralston's Addition to the City of Leavenworth, according to the plat thereof on file and of record in the office of the County Auditor of said county; thence southeasterly along the northeasterly line of said Lot 1 extended southeasterly 219 feet; thence southwesterly parallel with the southeasterly line of said Block 6, 350 feet; thence northwesterly at right angles to the last described course 219 feet to said southeasterly line of Block 6; thence southwesterly along said southeasterly line of Block 6 120 feet; thence southeasterly at right angles to said southeasterly line 251.5 feet to a point 26.1 feet northwesterly measured along an extension of said line from the northwesterly margin of State Highway No. 15 as described in an easement for said highway from the Great Northern Railway Company to the State of Washington dated July 12, 1934; thence northeasterly along a line parallel with and 26.1 feet northwesterly from said northwesterly highway margin a distance of 921.0 feet, more or less, to a point therein distant 477.8 feet southwesterly of its

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intersection with the southwesterly line of an extension of 9th Street, hereinabove described; thence 90° left 251.5 feet to the

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southeasterly margin of Block 7, said Ralston's Addition; thence southwesterly along said southeasterly margin and the southeasterly margin produced to the Point of Beginning.

2.7 Location & Dimensions of Easement. The location and dimension of the easement area is as located and depicted on the attached Exhibit B.

2.8 Term of Easement. The term of this easement is perpetual.

2.9 Maintenance and Repair. The cost of any maintenance and repair of the easement area shall be borne by the Grantor herein; however, in the event that Grantee disturbs the easement area to repair, replace, or maintain underground utilities located within the easement area Grantee, then shall restore the easement area to substantially the same condition it was in prior to Grantee's disturbance.

2.10 Attorney Fees and Costs. In the event any party employs legal counsel to enforce any covenant of this easement, or to pursue any other remedy on default as provided herein, or by law, the substantially prevailing party shall be entitled to recover all reasonable attorneys' fees, appraisal fees, title search fees, other necessary expert witness fees and all other costs and expenses not limited to court action. Such sum shall be included in any judgment or decree entered.

2.11 Venue. The venue of any action taken to enforce any part of this easement shall be in Chelan County, Washington.

2.12 Number; Gender; Permissive Versus Mandatory Usage. Where the context permits, references to the singular shall include the plural and vice versa, and to the neuter gender shall include the feminine and masculine. Use of the word "may" shall denote an option or privilege and shall impose no obligation upon the party which may exercise such option or privilege; use of the word "shall" shall denote a duty or an obligation.

2.13 Captions and Construction. The captions in this Easement are for the convenience of the reader and are not to be considered in the interpretation of its terms.

1 STATE OF WASHINGTON)
2) ss.
3 COUNTY OF _____)

4 I certify that I know or have satisfactory evidence that FLINT HARTWIG, a
5 married man, is the person who appeared before me, and said person acknowledged that he
6 signed this instrument and acknowledged it to be his free and voluntary act for the uses and
7 purposes mentioned in the instrument.

8 Dated this _____ day of _____, 2016.

9 _____
10 Typed/Printed Name _____
11 NOTARY PUBLIC
12 In and for the State of Washington
13 My appointment expires _____

14 STATE OF WASHINGTON)
15) ss.
16 COUNTY OF _____)

17 I certify that I know or have satisfactory evidence that JAMIE HARTWIG, a
18 married woman, is the person who appeared before me, and said person acknowledged that she
19 signed this instrument and acknowledged it to be her free and voluntary act for the uses and
20 purposes mentioned in the instrument.

21 Dated this _____ day of _____, 2016.

22 _____
23 Typed/Printed Name _____
24 NOTARY PUBLIC
25 In and for the State of Washington
26 My appointment expires _____

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EXHIBIT "A"
List of Improvements to Burdened Property (City Park)

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EXHIBIT "B"
Location and Dimension of Easement

(Architects to provide drawing)

**ORDINANCE NO. _____
CITY OF LEAVENWORTH, Washington**

**AN ORDINANCE AMENDING THE CITY OF LEAVENWORTH
MUNICIPAL CODE REGARDING PARK REGULATIONS AND THE
POSSESSION OF ALCOHOLIC BEVERAGES WITHIN CITY OWNED
PARKS.**

WHEREAS, the City of Leavenworth Municipal Ordinances regarding the possession of an open container of any alcoholic beverage in or upon any building or other property owned or occupied by the city as it regards special public events has recently been the subject of discussion by the public and the City Council; and

WHEREAS, members of the City Council and staff have regularly heard from city residents, business owners and service organizations that it would be desirable for the lawful consumption of beer and wine at special public events held upon city owned property; and

WHEREAS, the City Council finds that it is feasible to regulate the consumption of beer and wine at special public events held upon city owned property so as to reasonably mitigate the risks to the City and its residents; and

WHEREAS, it is in the best interests of the City and its residents to amend the Municipal Code to regulate the sale, service, consumption or possession of beer and wine at special public events held on city owned property as reflected in Exhibit "A" attached hereto.

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

- Section 1.** The City of Leavenworth Municipal Code is hereby amended as set forth in Exhibit "A", attached hereto and incorporated fully herein by this reference.
- Section 2.** The City Attorney is hereby authorized and directed to recodify these Ordinances.
- Section 3.** This Ordinance shall become affective five (5) days following passage and publication as required by law.

PASSED by the City Council and APPROVED by the Mayor this _____ 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

DRAFT

Exhibit "A"

Purpose:

The purpose of this policy is to establish the rules and regulations regarding the service or sale and service, and the associated consumption, of alcohol beverages in the City of Leavenworth's Parks and Facilities. It is the intention of the City of Leavenworth to provide the citizens the broadest range of opportunities to enjoy its facilities and parks while protecting the City and its citizens from abusive disruptive behavior.

Definitions:

The word "alcohol," as used in this Policy, shall conform, at a minimum, to the definition and restrictions imposed by the Washington State Liquor Board. For most situations where a permit is issued through the City of Leavenworth allowing the service or sale and service, and the associated consumption, of alcohol beverages is limited to malt liquor (beer) or vinous liquor (wine or champagne) as specified in the permit.

The word "group," is defined in this context as a private group or organization which is incorporated under the laws of Washington, or which has officers which have been elected or appointed and who have authority to enter into an agreement. Such groups, corporations, associations, firms, or similar entities eligible for an alcohol permit throughout the City of Leavenworth Parks are hereinafter referred to as "Groups".

Conditions:

- I. City Council has delegated to the City Administrator, authority to issue a permit to any eligible group for the use of City of Leavenworth Parks where the sale or consumption of alcoholic beverages is intended.

- II. Basic responsibilities for carrying out the provisions of this policy rest with the City of Leavenworth Council. Each permit will be evaluated by the City Council. However, ultimate authority to issue a permit for alcoholic beverages rests with the City Administrator or his/her designee.

- III. The process listed below shall be followed to gain permission for the sale or use of alcoholic beverages in a City Park.
- A. The prospective user group obtains an application form for use of the park from the City and indicates in the appropriate space that alcohol sale or use is intended. By signing, and returning the application, the Group acknowledges receipt, understanding, and acceptance of the rules governing alcohol use in the Park. Application and Permit Fee payment must be submitted no later than three months prior to the desired date of use. The application will be forwarded to the City Council and/or the City Administrator for approval. The Group will be notified of the manager's decision on the approval/disapproval for alcohol use.
 - B. After the Group has received alcohol use approval from the City Administrator, the Group must obtain the appropriate permit from the Washington State Liquor Control Board. The permit must be displayed at the event, and the permittee must provide the City with either: A Banquet permit (to serve alcohol) or a Special Occasion Liquor Permit (to sell alcohol).

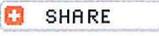
Rules:

Certain rules which pertain specifically to alcohol are presented in this paragraph. Other rules pertaining to use of the site are contained in the Leavenworth Municipal Code Chapter 12.24 Parks Regulations.

- A. The application submitted by the Group(s) must specify the area(s) in which alcoholic beverages may be consumed and then, upon approval of the application, the Group(s) is bound to ensure that alcohol consumption is confined to the specified area only. The City Administrator may require the Group(s) to provide licensed security guards or law enforcement personnel to enforce this rule, dependent upon other planned or likely activities at the park during the proposed use time. Documentation verifying these services may be required.
- B. The Permit fee shall be established pursuant to the City of Leavenworth's rate and fee schedule.
- C. A Certificate of Insurance naming the City as additional insured, with minimum limits of no less than one million dollars (\$1,000,000) per occurrence, proof of such insurance shall be provided to the City prior to the event.
- D. The City Administrator is authorized to issue a permit to any person or organization for the use of a public park where alcoholic beverages are to be consumed, upon the deposit of \$200.00. Such deposit shall be for the purpose of

protecting the City from any damage to the facilities used by the applicant and the deposit shall be refunded after the proposed activity has been completed with no such damage having occurred.

- E. All standards, regulations and requirements (including, but not limited to nuisance and noise) shall be monitored and enforced by the permittee. Failure to comply is grounds for immediate revocation of the permit.
- F. No person shall drink from, or possess an open container of permitted alcoholic beverages in any park before 1:00 p.m. or after 4:00 p.m.
- G. Alcohol may be sold and consumed only in a City approved fenced and tented area. The size of the designated area must receive prior approval of the City Administrator. No one may leave or enter the fenced area with any kind of alcohol. A minimum of two (2) people from the permitted group must monitor the event to make sure alcohol remains inside the fenced area/tent/etc., and a sign must be posted saying "NO ALCOHOL BEYOND THIS POINT."
- H. The person obtaining the permit must be on site at any time the alcohol is being dispensed and will be responsible for the compliance of these restrictions
- I. No permit will be issued at the same time any youth event is being held in the same park.
- J. No persons will be given a permit more than twice in one calendar year.
- K. Applicant must be 21 or older. No one under twenty-one will be allowed in the designated area. Signs will be placed that state, no one under twenty-one will be allowed entrance into designated area.
- L. The City may terminate any special use permit found in violation without refund

12.24.140 Alcoholic beverages prohibited. 

It is unlawful to bring into or consume in the park any alcoholic beverages. [Ord. 1353 § 1, 2009; Ord. 912 § 1, 1992.]

12.24.150 Rules and regulations – Authority – Compliance required. 

The director shall have the power to promulgate or adopt reasonable rules and regulations pertaining to the operation, management and use of the park and shall post the same in conspicuous places in the park, and it is unlawful to violate or fail to comply with any park rule or regulation duly adopted and posted by the department. [Ord. 1353 § 1, 2009; Ord. 912 § 1, 1992.]

PRELIMINARY PLAT OF:

Pinegrass Addition to Leavenworth

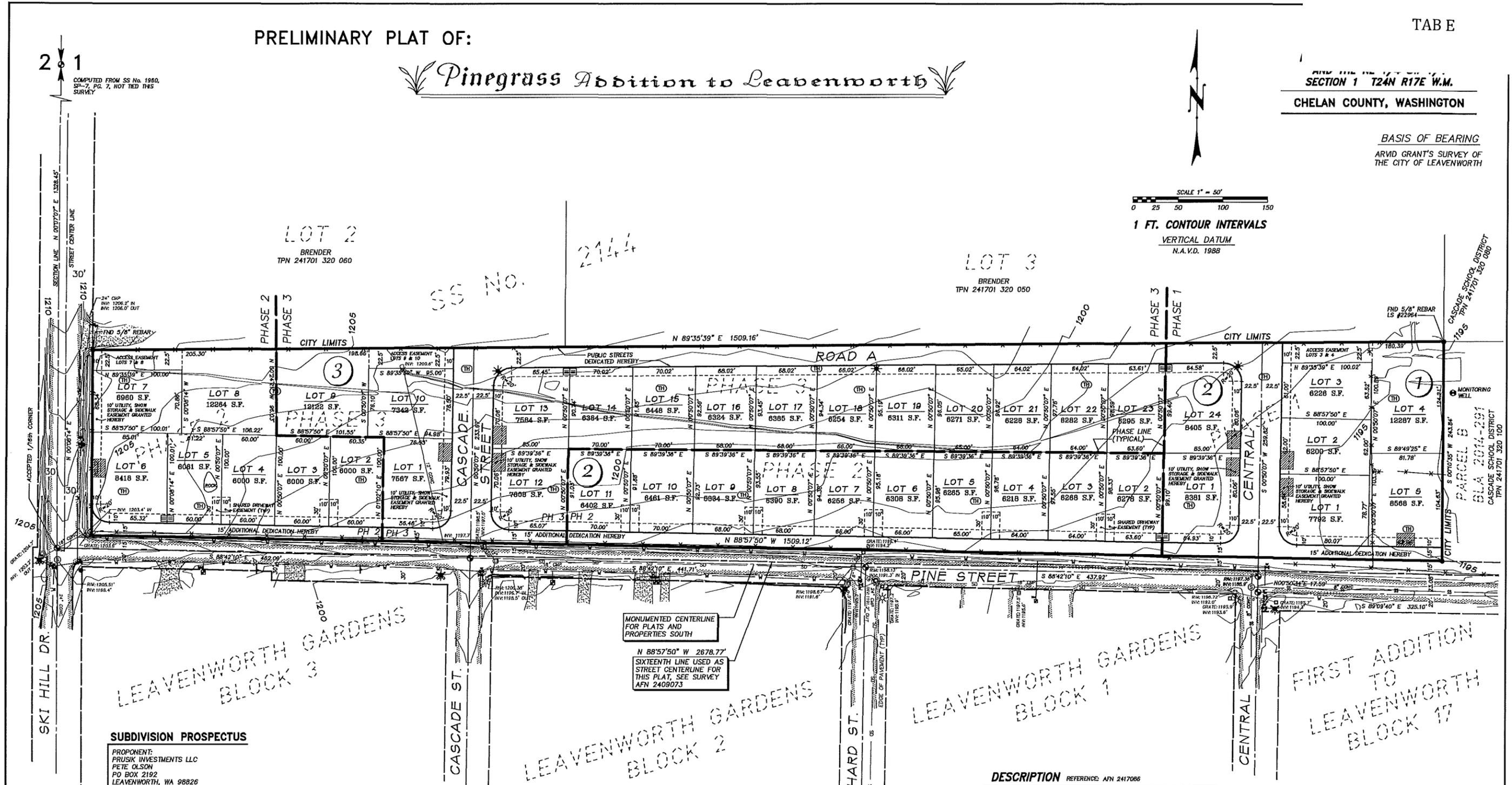
SECTION 1 T24N R17E W.M. CHELAN COUNTY, WASHINGTON

BASIS OF BEARING ARVID GRANT'S SURVEY OF THE CITY OF LEAVENWORTH

2 1

COMPUTED FROM SS No. 1980, SP-7, PG. 7, NOT TIED THIS SURVEY

SCALE 1" = 50' 1 FT. CONTOUR INTERVALS VERTICAL DATUM N.A.V.D. 1988

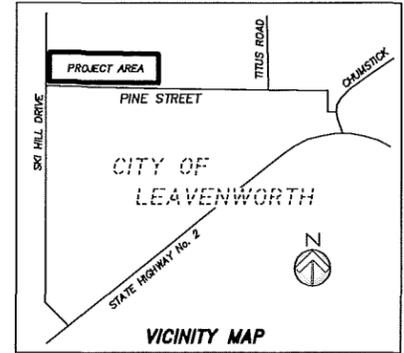


SUBDIVISION PROSPECTUS

PROPOSER: PRUSIK INVESTMENTS LLC... SURVEYOR: SCOTT VOLLRATH P.L.S. LANDLINE SURVEYORS... ENGINEER: JOHN TORRENCE P.E. TORRENCE ENGINEERING, LLC... ZONING: RESIDENTIAL LOW DENSITY... 39 PROPOSED LOTS... TOTAL AREA: 7.79 AC. 339301 S.F. STREET DEDICATIONS: 61157 S.F. AVAILABLE REMAINING: 278144 S.F. UTILITIES: WATER: CITY OF LEAVENWORTH SEWER: CITY OF LEAVENWORTH POWER: CHELAN COUNTY P.U.D. TELEPHONE: FRONTIER

LEGEND

- FOUND BRASS DISK IN MONUMENT CASE
FOUND MONUMENT AS NOTED
SET 5/8" X 2" REBAR W/CAP L.S. #24228
COMPUTED POSITION-NOT FOUND OR SET
RECORD DATA
TELEPHONE RISER
POWER POLE
GUY WIRE
STREET LITE
SANITARY SEWER MANHOLE
STORM MANHOLE
WATER METER
WATER VALVE
FIRE HYDRANT
CATCH BASIN
SIGN
FENCE
TEST HOLE
FACILITY LOCATIONS SUBJECT TO APPROVED CONSTRUCTION PLANS
PROPOSED STREET LIGHT
PROPOSED DRIVEWAY
PROPOSED MAILBOX
UNDERGROUND UTILITIES
POWER
WATER
STORM DRAIN
SANITARY SEWER
TELEPHONE OR CABLE



DESCRIPTION REFERENCE: AFN 2417086

NEW DESCRIPTION PARCEL 'A' LOTS 1 AND 2, AS DELINEATED ON SCAMAHORN SHORT PLAT NO. 1980, CHELAN COUNTY, WASHINGTON, RECORDED MARCH 20, 1990, IN BOOK SP-7 OF SHORT PLATS, PAGES 7 AND 8, LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 OF THE JACK BRENDER SHORT PLAT NO. 2144, CHELAN COUNTY, WASHINGTON, RECORDED NOVEMBER 8, 1990 IN BOOK SP-8 OF SHORT PLATS, PAGE 15; THENCE EXTENDING THE WEST LINE THEREOF SOUTH 01°03'35" WEST 243.64 FEET TO THE NORTH LINE OF PINE STREET AS MEASURED 15.00 FEET NORTH OF THE EAST-WEST CENTER LINE OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 17 EAST OF THE WILLAMETTE MERIDIAN, EXCEPTING THEREFROM THAT PORTION FOR A COUNTY ROAD BY WAIVER OF CLAIMS DATED NOVEMBER 23, 1904 AND ORDER OF ESTABLISHMENT DATED MARCH 4, 1908.

ALSO KNOWN AS PARCEL 'A' OF BOUNDARY LINE ADJUSTMENT NO. 2014-291, RECORDED OCTOBER 31, 2014 UNDER AUDITOR FILE NO. 2408464.

NOTES: 1) THIS SURVEYOR HAS MADE NO INDEPENDENT SEARCH FOR EASEMENTS OF RECORD THAT A CURRENT TITLE REPORT MAY DISCLOSE. 2) NO WARRANT AS TO THE LOCATION OF PHYSICAL FEATURES BELOW THE SURFACE IS IMPLIED. NO UTILITY LOCATES ORDERED. UTILITY COMPANIES NO LONGER MARK FOR SURVEYS.

LANDLINE SURVEYORS logo and contact information: PO BOX 123, LEAVENWORTH, WA. 98826 (509) 548-5290

SURVEYED FOR: PRUSIK INVESTMENTS LLC DATE: 2/08/16 SHEETS: 1 OF 1 FILE: 15046.DWG JOB NO: 15046

**Chapter 21.13
ENFORCEMENT AND PENALTIES¹**

Sections:

- 21.13.010 Purpose.**
- 21.13.020 Compliance required.**
- 21.13.030 Enforcing official.**
- 21.13.040 Enforcing official liability.**
- 21.13.050 Right of entry.**
- 21.13.060 Responsibilities defined.**
- 21.13.070 Voluntary correction agreements.**
- 21.13.080 Notice of violation and order.**
- 21.13.090 Violation – Civil enforcement and penalties.**
- 21.13.110 Joint and several responsibility and liability.**
- 21.13.120 Interference with code enforcement unlawful– Misdemeanor.**
- 21.13.130 Approval and permit revocation, suspension and modification.**
- 21.13.140 Repeat violation or failure to abate – Misdemeanor.**

21.13.010 Purpose.

The purpose of this chapter is to provide an alternative process that ensures compliance and abate noncompliance with provisions in LMC Titles 12, Streets, Sidewalks and Public Property; 14, Development Standards; 15, Buildings and Construction; 16, Environment; 17, Subdivisions; 18, Zoning; and this title, Development Code Administration. This chapter shall apply as an alternate enforcement process to all regulations as set out in LMC Titles 12, Streets, Sidewalks and Public Property; 14, Development Standards; 15, Buildings and Construction; 16, Environment; 17, Subdivisions; 18, Zoning; and this title, Development Code Administration. If a particular provision in any of said titles provides for a civil infraction or criminal penalties in addition to or as an alternative to enforcement under this chapter, then, at the discretion of the city, a civil infraction may be issued or prosecution as a criminal violation may be undertaken. This chapter shall not apply to enforcement by the city of Chapter 15.10 LMC, Abatement of Dangerous Buildings. This chapter shall apply to all other codes, regulations, programs, permits, approvals and plans referenced in the said chapters, or submitted under or approved under the authority of the said chapters.

The provisions contained in this chapter shall be applied and interpreted to accomplish these purposes. [Ord. 1437 § 1 (Att. A), 2013; Ord. 1375 § 1 (Att. A), 2010; Ord. 1158 § 3, 2001.]

21.13.020 Compliance required.

A. No person, corporation, partnership, association or other legal entity shall fail or refuse to comply with, interfere with or resist the enforcement of the provisions of this code, LMC Titles 12, 14, 15, 16, 17 and 18 and this title, other laws, ordinances, regulations, plans, permits and approvals as outlined in LMC 21.13.010, and/or any condition of approval imposed by the Leavenworth city council, planning commission, hearing examiner or enforcing official, or a land use order, directive or decision of any other city official. Any such act or failure to act shall constitute a violation under this chapter.

B. Actions under this chapter or other chapters may be taken in any order deemed necessary or desirable by the city to achieve the purpose of this chapter and the applicable development standards.

C. Proof of a violation of a development permit or approval shall constitute prima facie evidence that the violation is that of the applicant and/or owner of the property upon which the violation exists. An enforcement action under this chapter shall not relieve or prevent enforcement against any other responsible person. [Ord. 1437 § 1 (Att. A), 2013; Ord. 1375 § 1 (Att. A), 2010; Ord. 1158 § 3, 2001.]

21.13.030 Enforcing official.

The city's code enforcement officers/officials; building officials; building inspectors; construction inspectors; the fire marshal, or his or her designee; fire inspectors; the Chelan County sheriff, or his or her designee; the development services manager, or his or her designee; the director of the public works department, or his or her designee; or any other person or persons assigned or directed by the city administrator or his or her designee, to enforce the regulations subject to the enforcement provisions of this chapter shall be responsible for enforcing LMC Titles [12](#), [14](#), [15](#), [16](#), [17](#) and [18](#) and this title, and other pertinent laws, ordinances, and regulations as outlined in LMC [21.13.010](#), and may adopt administrative rules to meet that responsibility. [Ord. 1437 § 1 (Att. A), 2013; Ord. 1375 § 1 (Att. A), 2010; Ord. 1158 § 3, 2001.]

21.13.040 Enforcing official liability.

The enforcing official charged with the enforcement of this chapter, acting in good faith and without malice in the discharge of the duties required by this title or other applicable laws, shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties. A suit brought against the enforcing official or designee because of such act or omission performed by the enforcing official or designee in the enforcement of any provision of such codes or other pertinent laws or regulations implemented through the enforcement of this chapter shall be defended by the city until final termination of such proceedings. Any judgment resulting therefrom shall be assumed by the city. [Ord. 1437 § 1 (Att. A), 2013; Ord. 1375 § 1 (Att. A), 2010; Ord. 1158 § 3, 2001.]

21.13.050 Right of entry.

When the enforcing official has reasonable cause to believe that there exists in a building or upon a premises a condition which is contrary to or in violation of this code and is an immediate threat to health and safety which makes the building or premises unsafe, dangerous or hazardous, the enforcing official may enter the building or premises at reasonable times to inspect or to perform the duties imposed by this chapter; provided, that if such building or premises is occupied, credentials be presented to the occupant and entry requested. If such building or premises is unoccupied, the enforcing official shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and request entry. If entry is refused, the enforcing official shall have recourse to the remedies provided by law to secure entry. [Ord. 1437 § 1 (Att. A), 2013; Ord. 1375 § 1 (Att. A), 2010; Ord. 1158 § 3, 2001.]

21.13.060 Responsibilities defined.

The owners are liable for violations of duties imposed by this code and other pertinent laws and regulations as outlined in LMC [21.13.010](#), even though an obligation is also imposed on the occupants of the building and/or premises. In addition, the owners are also liable when the owner has, by agreement, imposed on the occupant the duty of complying with all or portions of this code and other pertinent laws and regulations as outlined in LMC [21.13.010](#). [Ord. 1437 § 1 (Att. A), 2013; Ord. 1375 § 1 (Att. A), 2010; Ord. 1158 § 3, 2001.]

21.13.070 Voluntary correction agreements.

A. At the sole discretion of the city, a voluntary correction agreement may be entered with a person responsible for correcting the violation(s), which may be the owner, agent or occupant.

B. Any such voluntary correction agreement shall be a contract between the city and the person responsible, and shall follow a form to be approved by the city attorney. The agreement shall be entirely voluntary and no one shall be required to enter into such an agreement.

C. In the contract, the person responsible shall agree to the following:

1. Acknowledge a violation(s) exists as shall be briefly there described;
2. Acknowledge it is his/her responsibility to abate the violation(s);
3. Agree to abate the violation(s) by a certain date or within a specified time; and
4. Agree that if he/she does not accomplish the terms of such agreement, the city may proceed without further notice to enforce the applicable provisions of this code and other pertinent laws and regulations as described within this chapter, including entering the premises, rectifying the violation(s), and recovering the expenses and monetary penalties provided for herein.

D. The agreement shall provide that if the person does accomplish the terms of the agreement, as determined by the city, and within the time frame specified therein, the city shall so acknowledge and shall take no further enforcement action or attempt to recover public costs already incurred.

E. The enforcing official may agree to extend the time limit for correction set forth in such agreement or may agree to modify the required corrective action. However, the enforcing official shall not agree to extend or modify the agreement unless the person responsible has shown due diligence and/or substantial progress in correcting the violation, and can show unforeseen circumstances which would require such extension or modification. [Ord. 1437 § 1 (Att. A), 2013; Ord. 1375 § 1 (Att. A), 2010; Ord. 1158 § 3, 2001.]

21.13.080 Notice of violation and order.

Upon the enforcing official's determination that one or more violations have been committed, except as provided for in LMC [21.13.070](#), the enforcing official, if enforcement occurs under this chapter, shall issue a notice of violation and order.

A. The notice of violation and order shall, at a minimum, contain the following:

1. The name and address of each property owner of record and any other person the city has determined is responsible for correcting the violation(s);
2. The street address or a legal description sufficient for identification of the property;
3. The assessor tax parcel number(s) of the property;
4. A description of each violation;
5. An order that the use, acts or omissions which constitute violation(s) must cease;
6. A statement of the corrective action required for each violation, with the date by which such action must be completed (the "deadline");
7. A warning: "the failure or refusal to complete corrective action by the deadline will result in enforcement action, civil penalties, a civil infraction and/or criminal penalties as provided in Chapter [21.13](#) LMC"; and
8. A statement of the right to appeal to the hearing examiner. The appeal is for the sole purpose of the violation. Separate appeal for other actions may be necessary, but shall not be combined with the violation and order appeal. The city will charge no appeal fee for an initial appeal of a notice of violation issued under this section.

B. The notice of violation and order shall be served upon those persons identified in subsection (A)(1) of this section. Service of the notice of violation and order shall be by personal service or by both regular first class mail and certified mail, return receipt requested, addressed to each person's last known address. Service by mail shall be deemed completed three days after mailing.

C. Proof of service shall be made by written affidavit or declaration under penalty of perjury executed by the person effecting the service, declaring the time and date of service, the manner by which service was made, and if service was made by personal service or by both regular first class mail and certified mail, return receipt requested, facts showing that due diligence was used in attempting to locate a mailing address for the person at whom the notice of violation is directed. Additional proof of service not necessary.

D. The appeal of a notice of violation and order shall be filed with the hearing examiner within 10 calendar days after service of the notice. The appeal is for the sole purpose of the violation. Separate appeal for other actions may be necessary, but shall not be combined with the appeal of the notice of violation and order. Each notice of violation and order and any subsequent letter of assessment shall be appealed separately. Each appeal shall be timely filed. Upon the timely filing of an appeal, the matter shall be scheduled to be heard at the next available appearance by the hearing examiner that is a minimum of 21 but no later than 60 calendar days after the date the appeal was received by the city. Notice of the hearing date and time shall be served by certified mail, return receipt requested, to the address of the party who filed the appeal and requested the hearing. The date and time for any hearing may be rescheduled by the hearing examiner for good cause upon the motion of a party or the hearing examiner.

E. Each day or portion thereof in which the violation continues constitutes a separate offense for which separate notices of violation may be issued. [Ord. 1437 § 1 (Att. A), 2013; Ord. 1375 § 1 (Att. A), 2010; Ord. 1158 § 3, 2001.]

21.13.090 Violation – Civil enforcement and penalties.

If the person to whom the notice of violation is issued fails to respond as required in this chapter, the violation(s) shall be deemed committed without requiring further action by the city or the city's hearing examiner. In addition, the failure or refusal to complete corrective action by the date set forth in a notice of violation and order (the "deadline") shall subject the person(s) to whom the notice of violation and order was directed to the following enforcement actions and penalties:

A. The enforcing official may revoke, modify or suspend any permit, variance, subdivision or other land use approval issued for the subject property:

1. A person who has been served with a notice of violation must respond to the notice within 14 days of the date the notice is served;
2. That person must comply with the terms and conditions of the notice of violation and order; or
3. Appealing the notice of violation and order as set forth in this chapter. An appeal shall not relieve the person responsible for the violation from the duty to correct or abate the violation. Additional notices of violation may be issued if the violation goes uncorrected;

B. Civil penalties and notices shall be applied as follows:

1. A civil penalty of \$250.00 shall be assessed. If there has not been compliance with the notice of violation and order, and there is no appeal, or the appeal is denied, dismissed or withdrawn, a first new letter of assessment, stating the assessment of the \$250.00 civil penalty, at the option of the city, shall then be sent in the same manner as the original notice of violation and order as set forth in LMC [21.13.080](#). The first new letter of assessment shall state that in the event of the further failure or refusal to complete the corrective action within 15 days of the date of service of the first new letter of assessment, a second and additional civil penalty shall be assessed in the amount of \$1,000. The first new letter shall include a statement of the right to appeal to the hearing examiner as set forth in LMC [21.13.080](#);
2. In the event of further failure or refusal to complete the corrective action within 15 days of the date of service of the first new letter of assessment, a second new letter of assessment, stating the assessment of a \$1,000 additional civil penalty, at the option of the city, shall be sent in the same manner as the original notice set forth in LMC [21.13.080](#). The second new letter of assessment shall (a) state the assessment of

the first letter of assessment; (b) state the additional second civil penalties; and (c) shall include a statement of the right to appeal to the hearing examiner as set forth in LMC [21.13.080](#);

3. In the event of the further failure or refusal to complete the corrective action within 15 days of the date of service of the second new letter of assessment, a third new letter of assessment, stating the assessment of a \$1,500 additional civil penalty, at the option of the city, shall then be sent in the same manner as the original notice set forth in LMC [21.13.080](#). The third new letter shall state the assessment of the first, second, and third civil penalties and shall include a statement of the right to appeal to the hearing examiner as set forth in LMC [21.13.080](#);

4. Upon the expiration of the appeal period stated in the third new letter of assessment, the city, in addition to any other remedy authorized by law or the Leavenworth Municipal Code, may commence an action in the Chelan County superior court to collect the civil penalties assessed and, in addition, the city may exercise any remedy set forth in subsections (C), (D), (E), and (F) of this section;

C. The city, through its authorized agents, may, in addition to any other remedy provided herein, initiate abatement or injunction proceedings or other appropriate action in the municipal court, or the courts of this state, to prevent, enjoin, abate or terminate violations of this chapter. The city may obtain temporary, preliminary, and permanent injunctive relief from the Chelan County superior court;

D. The city may enter the subject property and complete all corrective action. The actual costs of labor, materials and equipment, together with all direct and indirect administrative costs, incurred by the city to complete the corrective action shall be paid by property owner(s) of record, and shall constitute a lien against the subject property until paid. A notice of claim of lien shall be recorded with the Chelan County auditor. Interest shall accrue on the amount due at the rate of 12 percent per annum. In any action to foreclose the lien against the subject property, all filing fees, title search fees, service fees, other court costs and reasonable attorneys' fees incurred by the city shall be awarded as a judgment against the property owner(s) of record, and shall be foreclosed upon the subject property together with the principal and accrued interest;

E. The remedies provided in subsections (A) through (D) of this section are cumulative remedies and not alternative remedies and are in addition to any other remedy to which the city may be entitled by law;

F. In any action brought by the city to enforce this chapter or in any action brought by any other person in which the city is joined as a party challenging this chapter, in the event the city is a prevailing party, then the nonprevailing party challenging the provisions of this chapter, or the party against whom this chapter is enforced in such action shall pay, in addition to the city's costs, a reasonable attorney's fee at trial and in any appeal thereof. [Ord. 1437 § 1 (Att. A), 2013; Ord. 1375 § 1 (Att. A), 2010; Ord. 1158 § 3, 2001.]

21.13.110 Joint and several responsibility and liability.

A. Responsibility for violations of the codes enforced under this chapter is joint and several, and the city is not prohibited from taking action against a party where other persons may also be potentially responsible for a violation, nor is the city required to take action against all persons potentially responsible for a violation.

B. Where a person or entity has been found to have committed a violation under this chapter, regardless of whether the violation was resolved without penalty, the failure to abate the violation, or the commission of a subsequent violation, or the violation of a written order of the hearing examiner after having received notice of the order as provided in this chapter, shall each constitute a repeat violation and shall each be a misdemeanor subject to the penalties and provisions of this chapter. The city attorney, or the city attorney's designee, shall, at his or her discretion, have authority to file a repeat violation as either a civil violation or as a misdemeanor. [Ord. 1437 § 1 (Att. A), 2013.]

21.13.120 Interference with code enforcement unlawful – Misdemeanor.

Any person who intentionally obstructs, impedes, or interferes with any lawful attempt to serve notice of a violation, stop work or stop use order, or an emergency order, or intentionally obstructs, impedes, or interferes

with lawful attempts to correct a violation shall be guilty of a misdemeanor punishable by imprisonment in jail for a maximum term fixed by the court of not more than 90 days or by a fine in an amount fixed by the court of not more than \$1,000, or by both such imprisonment and fine. [Ord. 1437 § 1 (Att. A), 2013; Ord. 1375 § 1 (Att. A), 2010; Ord. 1158 § 3, 2001. Formerly 21.13.100]

21.13.130 Approval and permit revocation, suspension and modification.

A. A permit, variance, subdivision or other land use approval may be revoked, suspended or modified on one or more of the following grounds:

1. Failure to complete corrective action as required pursuant to a notice of violation and order;
2. The approval was obtained through fraud;
3. The approval was obtained through inadequate or inaccurate information;
4. The approval was issued contrary to law;
5. The approval was issued under a procedural error that prevented consideration of the interests of persons directly affected by the approval;
6. The approval is being exercised or implemented contrary to the terms or conditions of the approval or contrary to law;
7. The use for which the approval was issued is being exercised in a manner that is detrimental to public health, safety or welfare;
8. Interference with the performance of federal, state, county or city official duties.

B. Action to revoke, suspend or modify a permit, subdivision, or other land use approval shall be taken by the enforcing official through issuance of a notice of violation and order as described in LMC [21.13.080](#).

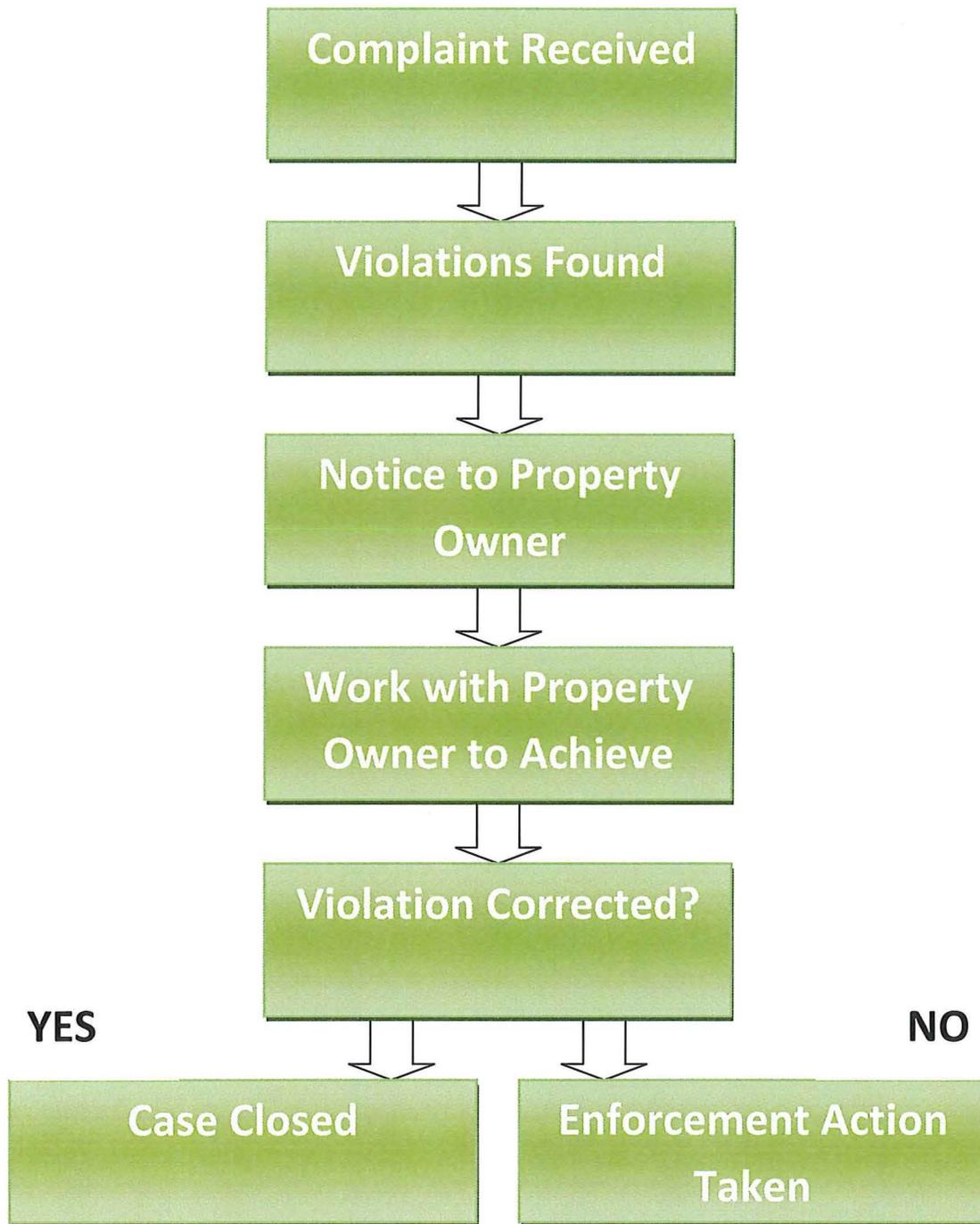
C. If a permit or approval is revoked for fraud or deception, no similar application shall be accepted for a period of one year from the date of final action and appeal, if any. If a permit or approval is revoked for any other reason, another application may be submitted subject to all applicable requirements contained in this code and other pertinent laws, ordinances, and regulations. [Ord. 1437 § 1 (Att. A), 2013; Ord. 1375 § 1 (Att. A), 2010; Ord. 1158 § 3, 2001. Formerly 21.13.110]

21.13.140 Repeat violation or failure to abate – Misdemeanor.

Where a person or entity has been found to have committed a violation under this chapter, regardless of whether the violation was resolved without penalty, the failure to abate the violation, or the commission of a subsequent violation, or the violation of a written order of the hearing examiner after having received notice of the order as provided in this chapter, shall each constitute a repeat violation and shall each be a misdemeanor subject to the penalties and provisions of LMC [21.13.120](#). The city attorney, or the city attorney's designee, shall, at his or her discretion, have authority to file a repeat violation as either a civil violation or as a misdemeanor.

For the purpose of this chapter, "repeat violation" means, as evidenced by the prior issuance of a correction notice or a notice of violation, that a violation has occurred on the same property within a two-year period, or a person responsible for a violation who has committed a violation elsewhere within the city of Leavenworth within a two-year period. To constitute a repeat violation, the violation need not be the same violation as the prior violation. [Ord. 1437 § 1 (Att. A), 2013.]

¹Prior ordinance history: Ord. 1088.



TO PERMIT OR NOT TO PERMIT...

The Leavenworth City Council approved an ordinance change that eliminates the requirement of a fence permit for the installation of fences in residential zone districts. This applies to both new and replacement fences.

You are still required to follow the Fence Requirements as established by City Code Section 18.24, and if your neighborhood has covenants you are also required to follow the covenants established by your homeowner's association.

Here are the basic rule changes adopted by the Council on February 9, 2016:

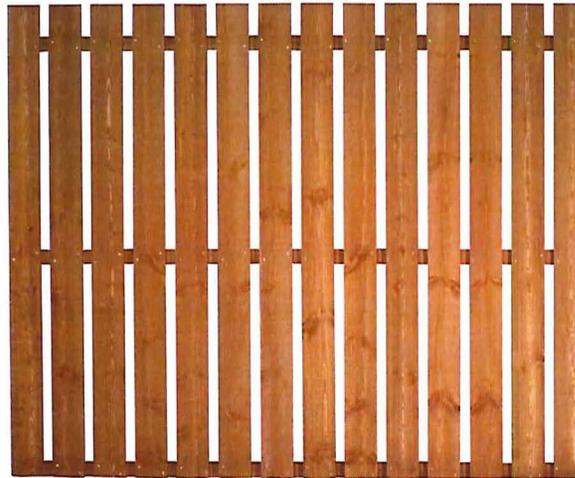
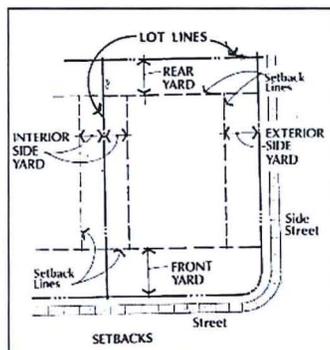
Fences may be placed within yard setbacks with the following:

A. Front and Side Street Yards. Six feet maximum height with minimum three (3) inch visible gaps between board plank fences or cyclone fences without lath interlacing, or three and one-half feet maximum height within 10 feet of the front and/or side street lot lines for solid (view obscuring) fencing;

B. Side Yards. Six feet maximum height;

C. Rear Yards. Six feet maximum height;

D. It is the property owner's responsibility to accurately locate all property lines. The property owner shall stake the property line prior to fence installation activities, and such stakes shall remain throughout fence installation activities.



Understanding Setbacks

“Setback” means the minimum distances required for buildings and structures to be set back from the property lines. Setbacks are measured from property lines. When there are alleys or streets, the traveled surface, curb, and/or sidewalk may not be the outer edge of the alley or street right of way. Property line information can be obtained from a surveyor.

Note that fences placed within public right-of-way, misplaced within required setbacks, blocking fire hydrants, required drives, or creating safety issues are subject to removal at the property owner's expense.

Information may be accessed from the City of Leavenworth webpage www.cityofleavenworth.com.

For more information contact:

City of Leavenworth
Development Services Department
PO Box 287 / 700 Highway 2
Leavenworth, WA 98826



City of Leavenworth

700 US HIGHWAY 2
PO BOX 287
LEAVENWORTH, WA 98826

No fence permits are required in the residential district.

Fences must still comply with code regulations when it comes to construction and location.

Compliance with your Home Owners Association if your neighborhood is covenant controlled is required.

If you are in the Commercial Districts, compliance with the Old World Bavarian Alpine Theme remains in effect.

These new rules can be found within the Leavenworth Municipal Code, or you can call City Hall at 548-5275.



TAB G

FENCE STANDARDS

Call before you dig! 1-800-424-5555

Residential Zones:

In residential zoning districts a maximum fence height of 6-feet is allowed for fences in all portions of the property, including within yards and along all property lines, except as follows:

- Fences which are solid and view obscuring may be no higher than 3½-feet within any yard fronting on a street to a point 10-feet back from the property line. Fences with visible gaps between planks (minimum three (3) inch visible gaps between boards) or cyclone fences without lath interlacing (see-through), within 10-feet of the property line for yards fronting on a street may be up to six feet maximum height;
- On corner lots, sight obscuring fences may be no higher than 3½-feet in the triangular area bounded by street property lines and a line joining points 15-feet back from the intersection of these lines to prevent obstructing the visibility of drivers.

Setbacks from adjoining properties are not required. A 5-foot setback is recommended to reduce possible damage during winter plowing for fences adjoining streets and alleys. Please also be sure to look at areas where roofs shed snow when planning your fence!

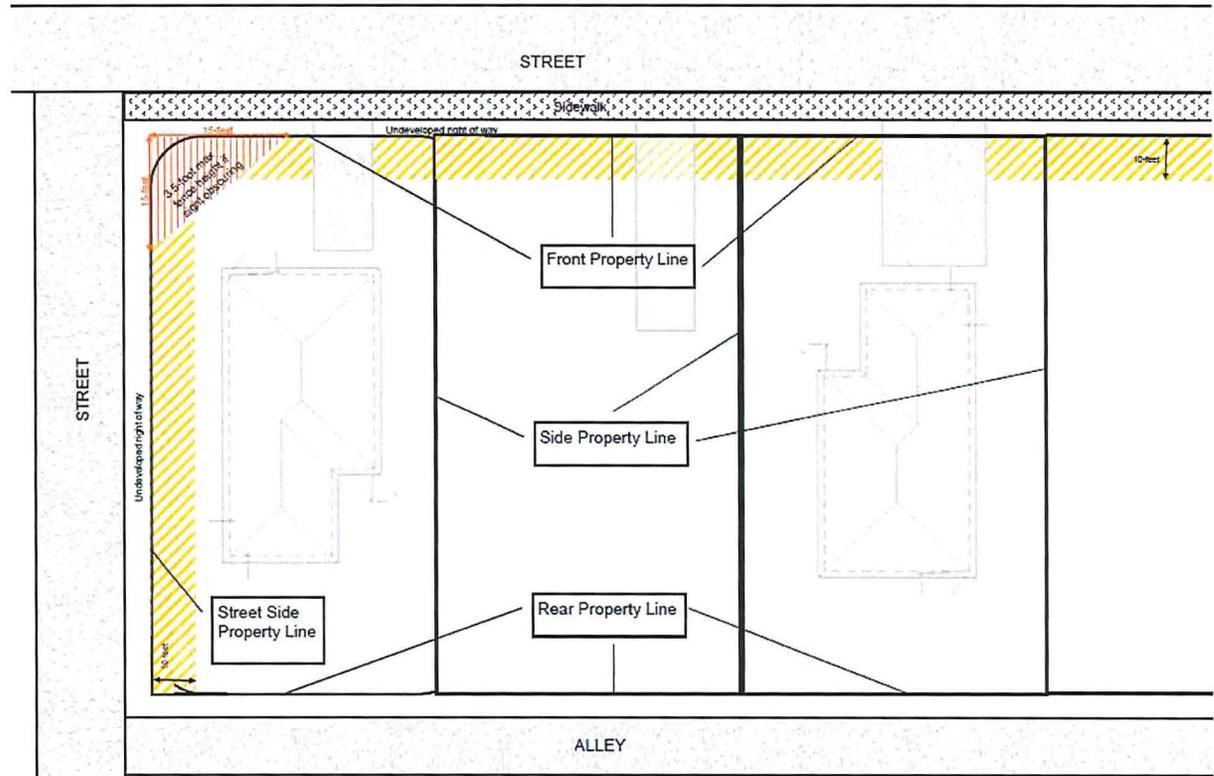
Commercial and Industrial Zones:

In all commercial zoning districts, fences are subject to conformance with the City's Old World Bavarian Alpine theme. Fences may be administratively approved by Development Services Department staff, or may be required to be submitted for Design Review Board review.

Contact Development Services Department staff for a flyer to help you with fence design in commercial zones.

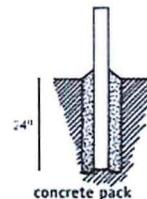
In MOST CASES in the City of Leavenworth, property lines are NOT located at the edge of streets, sidewalks or alley surfacing. There may be several feet of right-of-way between these areas and your property line. Fences shall NOT be constructed in right-of-way, and your setback begins at your property line.

The only accurate way to locate property lines is by a land survey conducted by a licensed professional. Please consult Development Services staff to assist with finding general property line information. The City of Leavenworth makes no representation as to the accuracy or location of any boundaries or property lines.



The City recommends a 24-inch footing depth for fences for frost depth. Backfill is dependent on fence type and height - use concrete for safety!

Do NOT place fencing within 6-feet of a fire hydrant!



Excavations are subject to the rules of the State of Washington as found within RCW 19.122. Such rules include, but are not limited to, requirements to use the one-number locator service (800-424-5555) at least 48 hours in advance of excavation, marking of excavation limits, maintaining utility locate and limit markings, providing notification to appropriate agencies or utility operators regarding damages, and penalties for non-compliance.

**ORDINANCE NO. 1521
CITY OF LEAVENWORTH, WASHINGTON**

**AN ORDINANCE OF THE CITY OF LEAVENWORTH, WASHINGTON
ADOPTING AMENDMENTS TO THE LEAVENWORTH MUNICIPAL
CODE TO UPDATE LMC SECTIONS 18.24.010 AND 18.24.020.**

WHEREAS, the Leavenworth City Council desires to amend the Leavenworth Municipal Code to update LMC Sections 18.24.010 and 18.24.020 regarding Corner lot – Obstructions to visibility prohibited and Fences, walls and hedges – Restrictions (respectively); and

WHEREAS, on October 13, 2015, Jose M. Blazquez, 120 Ski Hill Drive, Leavenworth provided testimony regarding an incorrectly placed fence. Although approved by the City of Leavenworth, it was not placed correctly. Mr. Blazquez stated that he initially placed the fence where he felt the property line was located, but did not get an actual survey. He asked that the City help him and not penalize him; the City Council heard his plea. The Council agreed that the code may need to be reviewed and amended.

WHEREAS, the Residential Advisory Committee provided feedback, input, and discussed changing the fence standards and specifications; and

WHEREAS, on December 8, 2015, the City of Leavenworth Council studied the proposed amendment; and

WHEREAS, on January 12, 2016, the City of Leavenworth Council studied the final amendment; and

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

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 18.24.010 and 18.24.020 regarding Corner lot – Obstructions to visibility prohibited and Fences, walls and hedges – Restrictions (respectively) 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.

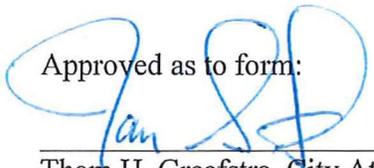
Passed by the City Council of the City of Leavenworth, Washington and approved by the Mayor at an open public meeting on the 9th day of February, 2016.

CITY OF LEAVENWORTH

By: 
Cheryl K. Farivar, Mayor

Attest:

Chantell Steiner
City Clerk/Finance Director

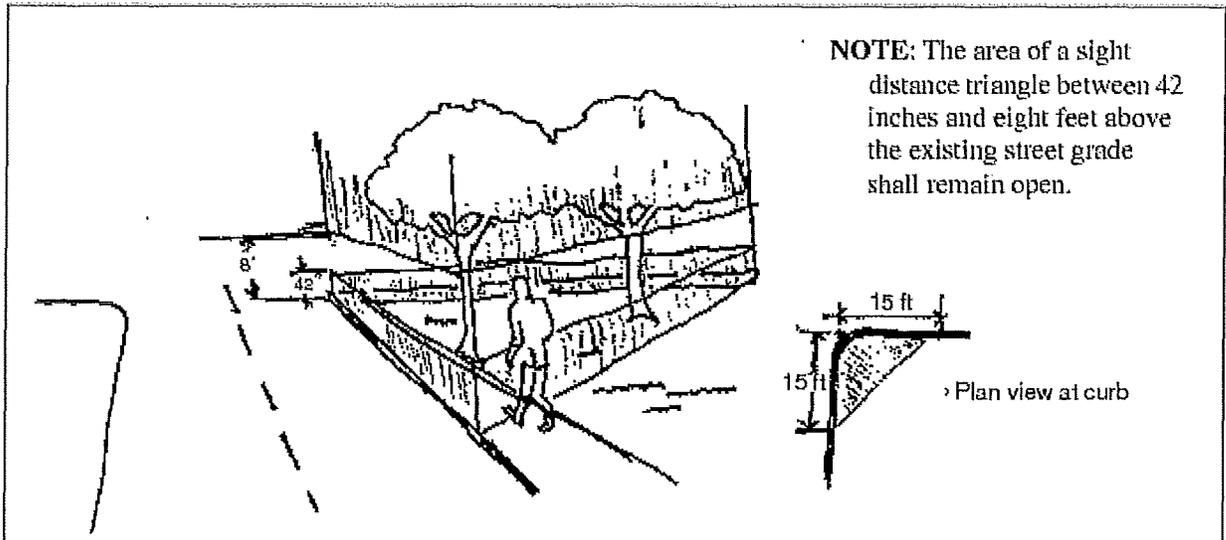
Approved as to form:

Thom H. Graafstra, City Attorney

Attachment A

18.24.010 Corner lot – Obstructions to visibility prohibited.

Except for utility poles, trunks of approved street trees, and traffic control signs, the following sight distance provisions shall apply to all intersections, roadways, and site access points:

- A. A sight distance triangle area as determined by subsection (B) of this section shall contain no view obscuring fence, berm, vegetation, on-site vehicle parking area, signs or other physical obstruction between 42 inches and eight feet above the existing street grade.



B. The sight distance triangle at:

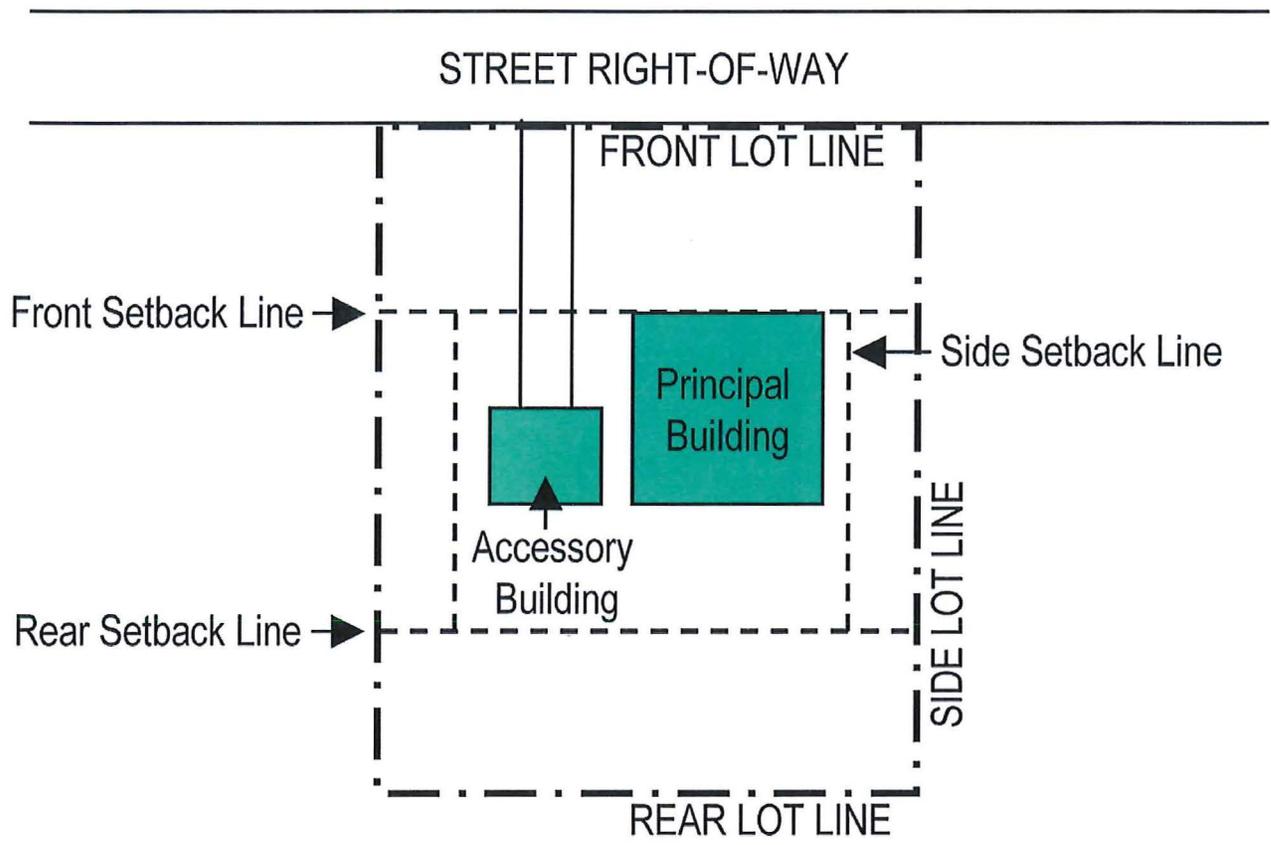
1. A street intersection shall be determined by measuring 15 feet along both street property lines beginning at their point of intersection. The third side of the triangle shall be a line connecting the endpoints of the first two sides of the triangle; or
2. A site access point shall be determined by measuring 15 feet along the street lines and 15 feet along the edges of the driveway beginning at the respective points of intersection. The third side of each triangle shall be a line connecting the endpoints of the first two sides of each triangle.

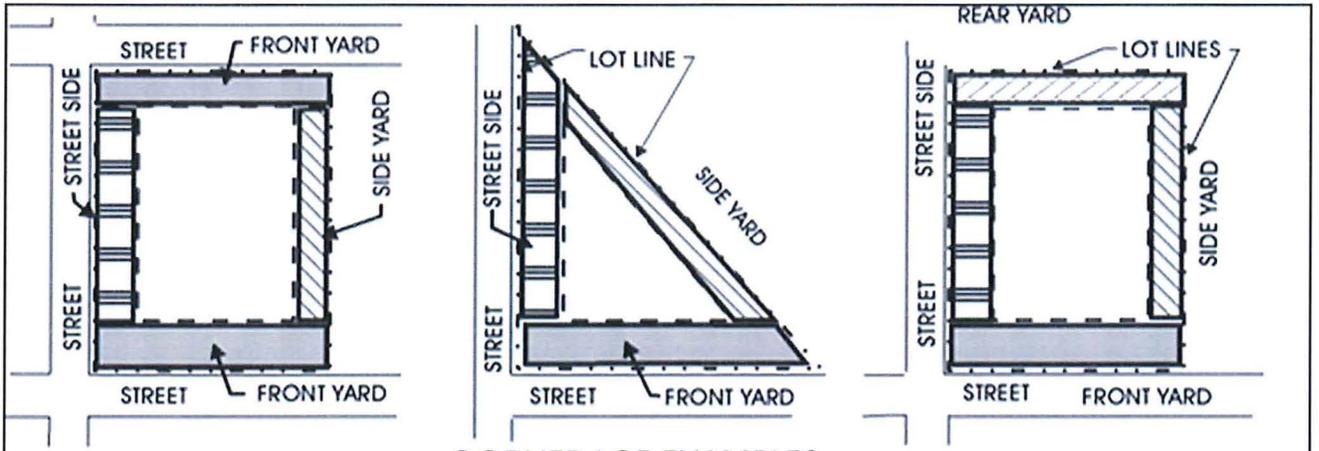
18.24.020 Fences, walls and hedges – Restrictions.

Notwithstanding other provisions of this title, fences, walls and hedges shall meet the following requirements:

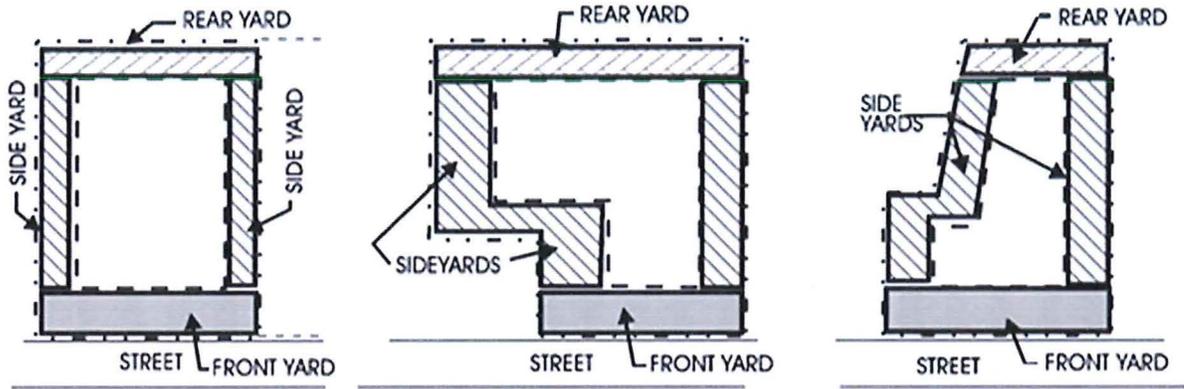
- A. Front and Side Street Yards. Six feet maximum height with minimum three (3) inch visible gaps between board plank fences or cyclone fences without lath interlacing, or three and one-half feet maximum height within 10 feet of the front and/or side street lot lines for solid (view obscuring) fencing;
- B. Side Yards. six feet maximum height;
- C. Rear Yards. Six feet maximum height;

- D. It is the property owner's responsibility to accurately locate all property lines. The property owner shall stake the property line prior to fence installation activities, and such stakes shall remain throughout fence installation activities;
- E. This chapter applies to all residential districts unless specifically stated otherwise. [Ord. 1089 § 4(Exh. D), 1998.]

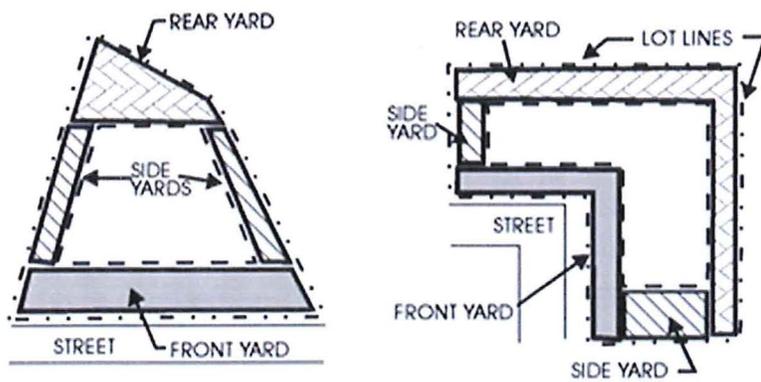




CORNER LOT EXAMPLES



INTERIOR LOT EXAMPLES



ODD - SHAPED LOT EXAMPLES

LEGEND

- - - BUILDING (ZONING) ENVELOPE (TWO DIMENSIONAL)
- LOT LINES

REQUIRED YARDS

RESOLUTION NO. 9-2016

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

2017 – 2022 Leavenworth TIP 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.	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
4	Residential Street Restoration Project: Commercial Street (3 rd to Joseph	Grind and Overlay of Asphalt.	2017	\$323,000 TIB: \$306,700	\$16,300
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

2017 – 2022 Leavenworth TIP Draft

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, and to add gaps in sidewalk system, replace existing sidewalk or other significant sidewalk repair projects.	Annual	\$10,000	10,000

2017 – 2022 Leavenworth TIP Draft

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) 14 th 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

2017 – 2022 Leavenworth TIP Draft

Project Priority #	NAME	DESCRIPTION	PHASE	TOTAL FUNDS	CITY FUNDS
17	Titus to Chumstick Collector Street	New roadway construction, right-of-way donation. Development Driven.	TBD	2,100,000	TBD
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
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
20	SR2 Bridge Lighting	Replace Street Lights.	TBD	60,000	0
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
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
23	US2 Signal Improvements (Adaptive Management)	Signal upgrades including installation of cameras and linking of signals - WSDOT Sponsored.	2019	175,000	0

2017 – 2022 Leavenworth TIP Draft

Project Priority #	NAME	DESCRIPTION	PHASE	TOTAL FUNDS	CITY FUNDS
25	Ski Hill Drive, Highway 2 to Pine	Full Street reconstruction, sidewalks, storm drainage, and water line.	2022	2,800,000	600,000
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	TBD	20% Match
27	Pine Street to Mine Street alternate traffic loop	Construct an 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	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
29	LINK Park and Ride Parking	Willkommen Village location. Construction of Park and Ride parking lot for Intracity/Intercity bus transportation	2018	\$3.5 M	TBD

ORDINANCE NO. 1528

AN ORDINANCE OF THE CITY OF LEAVENWORTH, WASHINGTON, AMENDING CHAPTER 12.28 OF THE LEAVENWORTH MUNICIPAL CODE RELATED TO MOUNTAINVIEW CEMETERY REGULATIONS.

WHEREAS, the City of Leavenworth finds that it is necessary and in the best interest of the City to update the regulations of the Mountain View Cemetery which define and regulate operation of the cemetery; and

WHEREAS, The updates to Chapter 12.28 of the Leavenworth Municipal Code are in response to 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; and

WHEREAS, The revised draft was presented to the Parks Committee for review and comment in the fall of 2015; and

WHEREAS, The comments and corrections were provided to the City Council for review at the May 10, 2016 City Council Study Session and a first reading of the code amendment was made on June 14, 2016.

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

Section 2: Chapter 12.28 Leavenworth Municipal Code is hereby amended to read as set forth in Attachment A.

Section 3: This ordinance shall take effect five (5) days after its date of passage by the City Council and its summary publication.

Passed by the City Council of the City of Leavenworth and approved by the Mayor this _____ day of _____, 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

Attachment A

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 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, 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 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 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 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 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.

It is normal practice to allow only one burial per space; however, certain double burials will be allowed involving parent/child burial or cremated remains. A parent/child may be buried in the same grave space but must be in the same casket. The City must approve every parent/child burial on an individual basis regarding size and age of deceased. The general guideline is that the child must be under 2 years of age

12.28.155 Interment of one body and one cremains allowed.

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 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 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 heir(s):

1. 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.

2. 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 arising 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. Transfer Charges. 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 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 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 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 removed by city staff, or damage that may have been caused 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 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 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 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 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 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. An installation appointment must be made with the city, by the Monument Company, or responsible party, at least seventy two hours prior to installation, if a family member is to be present at the time of placement.

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. Cremains: 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).

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; provided, that they receive approval of the parks committee and the 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.]

DRAFT



LEAVENWORTH FESTHALLE CIVIC CENTER – COMMUNITY DAY POLICY

I. General Policy Statement:

The purpose of the Leavenworth Festhalle is:

1. To encourage both separate and intergenerational activities involving youths, adults and seniors;
2. To provide a multi-purpose center for residents of Leavenworth; Chelan County and neighboring communities;
3. To create and maintain a friendly “Community” environment for Leavenworth residents;
4. To provide opportunities for the public to use space for community events and private functions, including, but not limited to, business conventions, community concerts, festivals, special events, performing visual arts, fund-raising, weddings, or family reunions;
5. To generate revenues, through user fees, that offset building operating expenses and provide for other services that are authorized by the City.
6. To create a venue for activities that will encourage and promote the economic future of Leavenworth.

II. Definitions:

Several terms used throughout this policy as defined:

1. “Applicant” refers to individuals or groups reserving a facility and completing and signing an application for use and/or submitting a “Community Day Request Letter”.
2. “Community Day Request Letter” refers to an event that has received an approved reduced rate of facility rental fees by the Leavenworth Festhalle Oversight Committee.
3. “Building”, “Facility” –or- “Festhalle” refers to the Leavenworth Festhalle Civic Center located at 1001 Front Street, Leavenworth, WA 98826.
4. “Manager” refers to the Festhalle Operations Manager or designee.
5. “Non-profit organization” means any group chartered, organized and acting as a Washington State non-profit organization 501c3 or equivalent.
6. “Private Use” refers to organizations or individuals requesting use of the building for activities that the general public is not invited to attend. This includes, but is not limited to, use by private parties, governments other than the City of Leavenworth, political parties, unions, religious groups, military, etc.

7. "Leavenworth area/Local" shall be defined as: within the Cascade School District boundaries. "Leavenworth community group" is any organization based in the City of Leavenworth whose primary purpose is to provide support and service to the community free of charge and is open in membership to all Leavenworth residents; has an adult Leavenworth resident as a board member; and the majority of the membership is based in the Leavenworth area.
8. "User" will include any group, organization or individuals who reserve and use space in the Festhalle. In the case of private use the term "user" shall refer to the individual(s) signing rental or use agreements. Users are defined as follows:
 - Private/Commercial (local or non-local individuals/businesses)
 - Non- Profit (local or non-local 501c-3; 501c-4; 501c-6 and other designated organizations)

III. Community Day Policy Statement:

In keeping with the general policy of the Leavenworth Festhalle Civic Center, the City of Leavenworth offers twelve (12) "Community Days" per calendar year in which approved applicants receive a reduced facility rental fee rate for their event. Community Day event applicants are restricted to mid-week (Sunday-Thursday) event rental days only and are limited to receiving three (3) Community Day facility rental reduced rates per two-year period. Community Day events must adhere to all facility policies set forth in the Leavenworth Festhalle Policies Handbook.

An approved Community Day event would still be responsible for standard event rental fees such as*:

1. Security Deposit(s)
2. Equipment Rental (tables/chairs)
3. Audio/Visual Equipment Rental
4. Janitorial Services
5. Parking
6. Security

*= For rental fee schedule visit Festhalle website – leavenworthfesthalle.com/downloads-forms

IV. Preferential Community Day Applicants:

Community Day facility rental rate reduction applicants are generally limited to local, non-profit fundraising events and local events that have a clear beneficial community orientation (e.g. memorial services) and the potential for becoming annually re-occurring events.

Preference is given to events that are listed above; however, any interested party may apply.

Applicants are considered to be "local" if their mailing or physical address is located within the Cascade School District boundaries.

V. Community Day Application Process:

An applicant that is interested in receiving a Community Day should first contact the Manager to discuss the type of event that is being considered and the date of the prospective event to determine eligibility for a Community Day application.

If the event fits within the criteria established in section IV. Preferential Community Day Applicants listed above, applicants are requested to submit a “Community Day Request Letter” to the Festhalle Manager which are reviewed and approved/denied by the Festhalle Oversight Committee and/or the City Administrator.

Festhalle Manager contact information:

Jarod Drozdowski
Operations Manager
Leavenworth Festhalle Civic Center
PO Box 154
Leavenworth, WA 98826

P: (509) 548-6789

E: festhalle@cityofleavenworth.com

A sample “Community Day Request Letter” is listed in the Appendix of this document.

VI. Approval/Denial Process:

Once an applicant submits the “Community Day Request Letter” the request will be approved or denied within approximately one (1) month. The applying group/individual will be notified via reply letter from the City Administrator on behalf of the Festhalle Oversight Committee as to the status of the request.

Once the application is approved the Manager will initiate communication with the organizing group/contact person and draft a Facility Rental Agreement with facility rental fees reduced.

RE: Festhalle “Community Day” Request Letter

Jarod Drozdowski
Operations Manager
Leavenworth Festhalle Civic Center
PO Box 154
Leavenworth WA 98826

<<DATE>>

Dear Festhalle Operations Committee:

<<ORGANIZATION/INDIVIDUAL>> is interested in renting out the Festhalle for <<BRIEF EVENT DESCRIPTION>>. Our event is planned for <<DATE>> and we are expecting <<NUMBER>> of attendees.

<<ORGANIZATION/INDIVIDUAL>> is able to do some pretty amazing things for our community over the years. In this regard, our interest in presenting <<DESCRIPTION OF COMMUNITY ORIENTATION OF THE EVENT>> also shows how involved we are locally.

<<DESCRIPTION OF EVENT GOALS AND WHY A COMMUNITY DAY FACILITY RENTAL FEE WAIVER SHOULD BE APPROVED>>.

That said, we are hopeful that you would consider us for one of the “Community Days”.

If you have any questions please feel free to contact me using the information provided below.

Thank you for your time & consideration of this request.

Sincerely,

<<NAME>>
<<ADDRESS>>
<<PHONE>>
<<EMAIL>>

LEAVENWORTH FESTHALLE

2016 Rates

Commercial and Private (Local)

- **Sunday through Thursday**–
Daily- \$650, With Setup- \$1,000
- **Friday/Saturday**–
Daily- \$900, With Setup- \$1,400

Commercial and Private (Non-Local)

- **Sunday through Thursday**–
Daily- \$800, With Setup- \$1250
- **Friday/Saturday**–
Daily- \$1,050, With Setup- \$1500

Non-Profit (Local)

- **Sunday through Thursday**–
Daily- \$400, With Setup- \$720
- **Friday/Saturday**–
Daily- \$625, With Setup- \$950

Non-Profit (Non-Local)

- **Sunday through Thursday**–
Daily- \$600, With Setup- \$1,000
- **Friday/Saturday**–
Daily- \$800, With Setup- \$1250

Other fees and charges for services related to the Festhalle rental of equipment, chairs, tables, security and janitorial services may apply and are defined within the Festhalle Use Policies.

Chapter 2.40 CITY PLANNING COMMISSION¹

Sections:

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

2.40.010 Created – Membership.

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

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

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

2.40.020 Term of office.

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

2.40.030 Compensation – Removal.

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

2.40.040 Secretary designated – Compensation.

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

2.40.050 Quorum.

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

2.40.060 Powers and duties – Generally.

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

2.40.070 Duties – Recommendations and reports.

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

2.40.090 Annual report to council required.

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

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

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

The Leavenworth Municipal Code is current through Ordinance 1527, passed May 24, 2016.

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

City Website: <http://www.cityofleavenworth.com/>

City Telephone: (509) 548-5275

[Code Publishing Company](#)



CHELAN COUNTY REGIONAL JUSTICE CENTER

Curt Lutz, Director • Ron Wineinger, Deputy Director

401 Washington St. Level 2 • Wenatchee, WA 98801 • Phone: (509) 667-6462 • www.co.chelan.wa.us

MAY 2016 CHELAN COUNTY REGIONAL JUSTICE CENTER MONTHLY REPORT

<u>FACILITY STATISTICS</u>	<u>ADP</u>	<u>ALOS</u>
City of Cashmere	.79	4.43
City of Chelan	6.13	6.53
City of East Wenatchee	6.60	3.70
City of Entiat	.05	3.00
City of Leavenworth	1.26	3.55
City of Lynnwood	.58	18.00
City of Kent	1.00	31.00
City of Wenatchee	55.99	9.00
Chelan County	154.34	15.53
Department of Corrections	41.01	8.70
Douglas County	.74	1.61
Juvenile	.23	2.33
Mercer Island	.32	10.00
Thurston County	2.90	18.00
US Marshalls	.03	2.00
Other	3.55	4.58
TOTALS:	275.52	8.87

<u>FACILITY DEMOGRAPHICS</u>		<u>INMATE RACE</u>	<u>ADP</u>
<u>GENDER</u>	<u>ADP</u>	ASIAN/P. ISLANDER	.61
MALE	220.94	BLACK	9.48
FEMALE	54.58	HISPANIC/LATIN	47.22
		INDIAN/ALASKAN	6.92
TOTALS:	275.52	HAWAIIAN/PACIFIC	.55
		UNKNOWN	1.07
		CAUCASIAN	209.67
		TOTALS:	275.52

WORK RELEASE PROGRAM PARTICIPANTS:	14
EHM/GPS PROGRAM PARTICIPANTS:	18

ACCOUNTS PAYABLE

City Of Leavenworth
MCAG #: 0222

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
22366	06/15/2016	06/15/2016	4046	A WorkSAFE Service, Inc,	1,040.00	20 Pre-employment Drug Tests
	576 20 31 00	Office & Operating Supplie	176 000 576	Community Sw	1,040.00	
22238	06/15/2016	06/15/2016	5760	Amazon/SYNC	2,341.53	Park Supplies; PW Supplies; Maipole Supplies; WWTP Supplies
	535 80 32 00	Operating Supplies-Trtmnt	404 000 535	Sewer	59.80	
	542 30 31 00	Office & Operating Supplie	101 000 542	Streets	58.99	
	548 68 31 00	Office & Operating Supplie	501 000 548	Equip Rental &	28.41	
	548 68 31 00	Office & Operating Supplie	501 000 548	Equip Rental &	17.20	
	576 80 31 00	Office & Operating Supplie	001 000 576	Current Expens	476.96	
	576 80 31 00	Office & Operating Supplie	001 000 576	Current Expens	49.32	
	576 80 31 00	Office & Operating Supplie	001 000 576	Current Expens	187.00	
	576 80 31 00	Office & Operating Supplie	001 000 576	Current Expens	108.35	
	576 80 31 00	Office & Operating Supplie	001 000 576	Current Expens	476.96	
	576 80 31 00	Office & Operating Supplie	001 000 576	Current Expens	28.41	
	576 80 31 00	Office & Operating Supplie	001 000 576	Current Expens	108.66	
	576 80 31 00	Office & Operating Supplie	001 000 576	Current Expens	51.60	
	594 73 60 03	Tourism Cap. Imp. Fund Pr	104 000 594	Lodging Tax	205.00	
	594 73 60 03	Tourism Cap. Imp. Fund Pr	104 000 594	Lodging Tax	242.79	
	594 73 60 03	Tourism Cap. Imp. Fund Pr	104 000 594	Lodging Tax	99.67	
	594 76 64 05	Mai Pole Replacement	104 000 594	Lodging Tax	21.42	
	594 76 64 05	Mai Pole Replacement	104 000 594	Lodging Tax	120.99	
22235	06/15/2016	06/15/2016	36	Apple Barrel Bark Inc.	3,867.71	Soil For Flowers
	576 80 31 00	Office & Operating Supplie	001 000 576	Current Expens	3,867.71	
22329	06/15/2016	06/15/2016	36	Apple Barrel Bark Inc.	2,345.78	Park Bark
	576 80 31 00	Office & Operating Supplie	001 000 576	Current Expens	2,345.78	
			Total Apple Barrel Bark Inc.		6,213.49	
22359	06/15/2016	06/15/2016	46	Aquatic Specialty Service Inc	132.25	WWTP Supplies / Pulsar Briquesttes
	535 80 32 00	Operating Supplies-Trtmnt	404 000 535	Sewer	132.25	
22252	06/15/2016	06/15/2016	60	Autumn Leaf Association	10,146.00	Insurance For Autumn Leaf Association
	557 30 44 02	Advertising-Autumn Leaf A	104 000 557	Lodging Tax	10,146.00	
22364	06/15/2016	06/15/2016	6934	Backflow Apparatus & Valve Co.	134.97	WTP / Test Kit
	534 80 32 00	Operating Supplies-Trtmnt	403 000 534	Water	134.97	

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
22308	06/15/2016	06/15/2016	4236		
			Blue Tarp Financial, Inc.	150.98	WTP Supplies
	534 80 35 00	Small Tools & Minor Equip	403 000 534 Water	150.98	
22327	06/15/2016	06/15/2016	4236		
			Blue Tarp Financial, Inc.	126.53	PW Supplies
	548 68 31 00	Office & Operating Supplie	501 000 548 Equip Rental &	126.53	
Total Blue Tarp Financial, Inc.				277.51	
22300	06/15/2016	06/15/2016	2396		
			Boulder Park Inc.	2,398.60	Sludge Disposal Fees
	535 80 51 00	Sludge Disposal Fees	404 000 535 Sewer	2,398.60	
22331	06/15/2016	06/15/2016	123		
			Cascade Analytical, Inc.	67.84	Water Testing
	534 80 51 00	Water Testing	403 000 534 Water	67.84	
22380	06/15/2016	06/15/2016	123		
			Cascade Analytical, Inc.	94.76	WTP Testing
	534 80 51 00	Water Testing	403 000 534 Water	94.76	
22381	06/15/2016	06/15/2016	123		
			Cascade Analytical, Inc.	52.00	WTP Testing
	534 80 51 00	Water Testing	403 000 534 Water	52.00	
22382	06/15/2016	06/15/2016	123		
			Cascade Analytical, Inc.	53.56	WTP Testing
	534 80 51 00	Water Testing	403 000 534 Water	53.56	
22383	06/15/2016	06/15/2016	123		
			Cascade Analytical, Inc.	36.05	WTP Testing
	534 80 51 00	Water Testing	403 000 534 Water	36.05	
22389	06/15/2016	06/15/2016	123		
			Cascade Analytical, Inc.	108.67	Water Testing
	535 80 32 00	Operating Supplies-Trtmnt	404 000 535 Sewer	108.67	
Total Cascade Analytical, Inc.				412.88	
22387	06/15/2016	06/15/2016	125		
			Cascade Auto Parts Inc	1,349.89	Supplies
	535 80 32 00	Operating Supplies-Trtmnt	404 000 535 Sewer	20.58	
	548 68 31 00	Office & Operating Supplie	501 000 548 Equip Rental &	63.91	
	548 68 31 00	Office & Operating Supplie	501 000 548 Equip Rental &	97.23	
	548 68 31 00	Office & Operating Supplie	501 000 548 Equip Rental &	43.63	
	548 68 31 00	Office & Operating Supplie	501 000 548 Equip Rental &	20.29	
	548 68 31 00	Office & Operating Supplie	501 000 548 Equip Rental &	16.67	

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548 68 34 00	Supp Purchased For Invent		501 000 548 Equip Rental &	28.93		
548 68 34 00	Supp Purchased For Invent		501 000 548 Equip Rental &	427.70		
548 68 34 00	Supp Purchased For Invent		501 000 548 Equip Rental &	35.23		
548 68 34 00	Supp Purchased For Invent		501 000 548 Equip Rental &	11.17		
548 68 34 00	Supp Purchased For Invent		501 000 548 Equip Rental &	200.82		
548 68 34 00	Supp Purchased For Invent		501 000 548 Equip Rental &	197.11		
548 68 34 01	SPFI-Garbage Truck		501 000 548 Equip Rental &	66.67		
548 68 35 00	Small Tools & Minor Equip		501 000 548 Equip Rental &	119.95		
22294	06/15/2016	06/15/2016	6084	Cascade Quality Water	19.95	PW Water Bottles
548 68 31 00	Office & Operating Supplie		501 000 548 Equip Rental &	19.95		
22295	06/15/2016	06/15/2016	6084	Cascade Quality Water	19.95	WWTP Water Bottles
535 80 32 00	Operating Supplies-Trtmnt		404 000 535 Sewer	19.95		
22296	06/15/2016	06/15/2016	6084	Cascade Quality Water	54.70	City Hall Water Bottles
518 20 31 00	Office & Operating Supplie		001 000 518 Current Expens	54.70		
22297	06/15/2016	06/15/2016	6084	Cascade Quality Water	59.85	Parks Water Bottles
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	59.85		
			Total Cascade Quality Water	154.45		
22372	06/15/2016	06/15/2016	135	Cascade Quick Lube, LLC	66.20	Fuel
548 68 32 00	Fuel Consumed		501 000 548 Equip Rental &	66.20		
22360	06/15/2016	06/15/2016	147	Central Washington Water Inc.	301.67	Pool Supplies
576 20 31 00	Office & Operating Supplie		176 000 576 Community Sw	301.67		
22378	06/15/2016	06/15/2016	161	Chelan Co Solid Waste	17,667.00	Dump Fee / May 2016
537 80 51 00	Dump Fees		402 000 537 Garbage	17,667.00		
22277	06/15/2016	06/15/2016	2313	Chelan County PUD	764.47	City Utilities
542 63 47 00	Utilities		101 000 542 Streets	62.30		
548 68 47 00	Utilities		501 000 548 Equip Rental &	140.41		
575 48 47 00	Utility Services		110 000 575 Leavenworth Ci	561.76		
22278	06/15/2016	06/15/2016	2313	Chelan County PUD	345.05	Pakrs Bldg, Enchantment-Waterfront Front St & City Parks

ACCOUNTS PAYABLE

City Of Leavenworth
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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
557 30 47 01	Utilities-Restrooms		104 000 557 Lodging Tax	172.52	
576 80 47 00	Utilities		001 000 576 Current Expens	172.53	
22279	06/15/2016	06/15/2016	2313	19.60	Front St/Grange Hall Street Light
542 63 47 00	Utilities		101 000 542 Streets	19.60	
22280	06/15/2016	06/15/2016	2313	1,729.04	WWTP Pump Station
535 80 47 00	Utilities		404 000 535 Sewer	1,729.04	
22281	06/15/2016	06/15/2016	2313	58.56	Comm St Lighting Control
542 63 47 00	Utilities		101 000 542 Streets	58.56	
22282	06/15/2016	06/15/2016	2313	39.33	PW Shop
537 80 47 00	Utilities		402 000 537 Garbage	39.33	
22284	06/15/2016	06/15/2016	2313	82.59	Icicle Train Station
557 30 47 02	Utilities - Icicle Station		104 000 557 Lodging Tax	82.59	
22285	06/15/2016	06/15/2016	2313	15.77	WTP/Ski Hill Reservoir
534 80 47 00	Utilities		403 000 534 Water	15.77	
22286	06/15/2016	06/15/2016	2313	133.27	WTP/Ski Hill Pump Station
534 80 47 00	Utilities		403 000 534 Water	133.27	
22287	06/15/2016	06/15/2016	2313	25.19	Cemetary
536 50 47 00	Utilities		001 000 536 Current Expens	25.19	
22288	06/15/2016	06/15/2016	2313	2,864.89	City Pool
576 20 47 00	Utilities		176 000 576 Community Sw	2,864.89	
22289	06/15/2016	06/15/2016	2313	1,218.36	Street Lights
542 63 47 00	Utilities		101 000 542 Streets	1,218.36	
22290	06/15/2016	06/15/2016	2313	1,445.44	WTP/Pump Stations/Icicle Rd Reservoir
534 80 47 00	Utilities		403 000 534 Water	1,445.44	
22322	06/15/2016	06/15/2016	2313	368.90	City Hall Lights/8th St Bathrooms
518 20 47 00	Utilities		001 000 518 Current Expens	184.45	
557 30 47 01	Utilities-Restrooms		104 000 557 Lodging Tax	184.45	

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			Total Chelan County PUD	9,110.46		
22369	06/15/2016	06/15/2016	162	Chelan County Treasurer	3,062.84	July 2016 Housing Of Inmates
521 10 51 00	Chel. Co. Sheriff - Jail	001 000 521	Current Expens	3,062.84		
22350	06/15/2016	06/15/2016	171	Cintas Corporation Loc #607	200.17	Mats
518 20 48 00	Repairs & Maintenance Cit	001 000 518	Current Expens	24.93		
535 80 48 00	Repairs & Maintenance	404 000 535	Sewer	27.45		
548 68 48 00	Repairs & Maintenance	501 000 548	Equip Rental &	102.95		
576 80 48 00	Repairs & Maintenance	001 000 576	Current Expens	44.84		
22351	06/15/2016	06/15/2016	171	Cintas Corporation Loc #607	200.17	Mats
518 20 48 00	Repairs & Maintenance Cit	001 000 518	Current Expens	24.93		
535 80 48 00	Repairs & Maintenance	404 000 535	Sewer	27.45		
548 68 48 00	Repairs & Maintenance	501 000 548	Equip Rental &	102.95		
576 80 48 00	Repairs & Maintenance	001 000 576	Current Expens	44.84		
22352	06/15/2016	06/15/2016	171	Cintas Corporation Loc #607	79.67	WWTP Supplies
535 80 32 00	Operating Supplies-Trtmnt	404 000 535	Sewer	79.67		
			Total Cintas Corporation Loc #607	480.01		
22309	06/15/2016	06/15/2016	174	City Of Leavenworth	9,131.78	City Water, Sewer & Trash Services
518 20 47 00	Utilities	001 000 518	Current Expens	240.33		
534 80 47 00	Utilities	403 000 534	Water	214.76		
535 80 47 00	Utilities	404 000 535	Sewer	708.56		
536 50 47 00	Utilities	001 000 536	Current Expens	1,347.97		
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	221.71		
557 30 47 01	Utilities-Restrooms	104 000 557	Lodging Tax	259.82		
557 30 47 01	Utilities-Restrooms	104 000 557	Lodging Tax	810.81		
575 48 47 00	Utility Services	110 000 575	Leavenworth Ci	637.70		
575 48 47 00	Utility Services	110 000 575	Leavenworth Ci	61.77		
576 20 47 00	Utilities	176 000 576	Community Sw	302.50		
576 80 47 00	Utilities	001 000 576	Current Expens	86.85		
576 80 47 00	Utilities	001 000 576	Current Expens	151.63		
576 80 47 00	Utilities	001 000 576	Current Expens	210.26		
576 80 47 00	Utilities	001 000 576	Current Expens	228.16		
576 80 47 00	Utilities	001 000 576	Current Expens	168.70		

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576 80 47 00	Utilities		001 000 576 Current Expens	183.05	
576 80 47 00	Utilities		001 000 576 Current Expens	269.90	
576 80 47 00	Utilities		001 000 576 Current Expens	203.82	
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	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	74.40	
576 80 47 00	Utilities		001 000 576 Current Expens	68.75	
576 80 47 00	Utilities		001 000 576 Current Expens	74.39	
22306	06/15/2016	06/15/2016	185		
			Code Publishing Co., Inc	209.27	LMC Update Ords 1524-1526
518 90 41 02	LMC-ProSvs		502 000 518 Central Service	209.27	
22367	06/15/2016	06/15/2016	185		
			Code Publishing Co., Inc	209.27	Code Update Ords: 1527
518 90 41 02	LMC-ProSvs		502 000 518 Central Service	209.27	
			Total Code Publishing Co., Inc	418.54	
22291	06/15/2016	06/15/2016	4604		
			Confluence Health	161.00	B Allen, F Ford, K Hamilton, M Imes, H Knight, A Muro & J Young Drug Tests
576 20 31 00	Office & Operating Supplie		176 000 576 Community Sw	161.00	
22349	06/15/2016	06/15/2016	4592		
			Consolidated Supply	201.25	WTP Supplies
534 80 31 00	Operating Supplies-Distrib		403 000 534 Water	201.25	
22396	06/15/2016	06/15/2016	227		
			Dan's Food Market	172.16	City Supplies
535 80 32 00	Operating Supplies-Trtmnt		404 000 535 Sewer	8.10	
535 80 32 00	Operating Supplies-Trtmnt		404 000 535 Sewer	42.35	
535 80 32 00	Operating Supplies-Trtmnt		404 000 535 Sewer	54.37	
535 80 32 00	Operating Supplies-Trtmnt		404 000 535 Sewer	11.10	
576 20 31 00	Office & Operating Supplie		176 000 576 Community Sw	43.32	
576 20 31 00	Office & Operating Supplie		176 000 576 Community Sw	10.34	
576 20 31 00	Office & Operating Supplie		176 000 576 Community Sw	2.58	
22358	06/15/2016	06/15/2016	512		
			Deason, Michael	616.13	Project Inspection / Acton Addition
534 80 41 05	Pro Svs - Developer Review		403 000 534 Water	616.13	

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22386	06/09/2016	06/09/2016	237		
	535 80 50 01	Lab Accreditation Permit	Dept of Ecology	520.00	Lab Accreditation Permit
			404 000 535 Sewer	520.00	
22363	06/15/2016	06/15/2016	249		
	548 68 32 00	Fuel Consumed	Dept of Transportation	2,457.20	Fuel
			501 000 548 Equip Rental &	2,457.20	
22305	06/15/2016	06/15/2016	378		
	518 90 44 00	Advertising	Dex Media	29.95	Advertising
			502 000 518 Central Service	29.95	
22276	06/15/2016	06/15/2016	4806		
	575 48 41 00	Managerial Services	Drozowski, Jarod	1,515.00	Festhalle Management
			110 000 575 Leavenworth Ci	1,515.00	
22353	06/15/2016	06/15/2016	5698		
	594 34 64 33	Meter Upgrades	Ferguson Waterworks	2,803.57	WTP Supplies
			403 000 594 Water	2,803.57	
22237	06/15/2016	06/15/2016	298		
	518 90 41 00	Professional Services	Firefly Inc.	1,563.53	Web Hosting/Server Mainagement/Email Hosting
			502 000 518 Central Service	1,563.53	
22275	06/15/2016	06/15/2016	298		
	594 14 64 01	PC/Public Works	Firefly Inc.	865.57	A Briody - WTP Scada Laptop Replacement
			502 000 594 Central Service	865.57	
			Total Firefly Inc.	2,429.10	
22344	06/15/2016	06/15/2016	832		
	557 30 44 01	Advertising-LAP	Frontier	29.99	Advertising
			104 000 557 Lodging Tax	29.99	
22345	06/15/2016	06/15/2016	832		
	575 48 42 00	Phone/Postage/Fax	Frontier	509.48	Festhalle Equipment Router & Switch
			110 000 575 Leavenworth Ci	509.48	
			Total Frontier	539.47	
22256	06/15/2016	06/15/2016	319		
	594 73 60 03	Tourism Cap. Imp. Fund Pr.	Gibbs Graphics LLC	2,000.00	City Support - Bike Pump Park
			104 000 594 Lodging Tax	2,000.00	
22324	06/15/2016	06/15/2016	6928		
	557 30 44 05	Advertising-Golf Course	Golf Washington	499.00	Leavenworth Golf Lap Fund
			104 000 557 Lodging Tax	499.00	
22307	06/15/2016	06/15/2016	5131		
			Granich Engineered Products	501.50	WWTP Equipment Repair

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535 80 48 00	Repairs & Maintenance		404 000 535 Sewer	501.50			
22312	06/15/2016	06/15/2016	331		Graybeal Signs Inc.	202.49	Lions Club Park - No Camping
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	202.49			
22246	06/15/2016	06/15/2016	340		H.D. Fowler Company Inc.	375.06	Parks Supplies
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	375.06			
22247	06/15/2016	06/15/2016	340		H.D. Fowler Company Inc.	212.92	WWTP Supplies
535 80 31 00	Operating Supplies-Collecti		404 000 535 Sewer	212.92			
22248	06/15/2016	06/15/2016	340		H.D. Fowler Company Inc.	268.99	Icicle Water Supplies
534 80 31 00	Operating Supplies-Distribu		403 000 534 Water	268.99			
22354	06/15/2016	06/15/2016	340		H.D. Fowler Company Inc.	34.27	WTP Supplies
534 80 31 00	Operating Supplies-Distribu		403 000 534 Water	34.27			
			Total H.D. Fowler Company Inc.	891.24			
22293	06/15/2016	06/15/2016	344		Hach Company Inc.	477.84	WTP Chemicals
534 80 32 00	Operating Supplies-Trtmnt		403 000 534 Water	477.84			
22377	06/15/2016	06/15/2016	344		Hach Company Inc.	225.79	Sulfuric Acid / WTP
534 80 32 00	Operating Supplies-Trtmnt		403 000 534 Water	225.79			
			Total Hach Company Inc.	703.63			
22245	06/15/2016	06/15/2016	359		Holland Machine Inc.	2,539.16	WWTP - Auger Repair
535 80 48 00	Repairs & Maintenance		404 000 535 Sewer	2,539.16			
22357	06/15/2016	06/15/2016	358		Home Depot Credit Svc	441.57	Supplies
576 20 31 00	Office & Operating Supplie		176 000 576 Community Sw	89.90			
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	151.67			
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	200.00			
22356	06/15/2016	06/15/2016	417		Jerry's Auto Suppy	107.88	Supplies
548 68 31 00	Office & Operating Supplie		501 000 548 Equip Rental &	47.45			

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576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	50.67	
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	9.76	
22328	06/15/2016	06/15/2016	5626	549.64	City Restroom Supplies
518 20 31 00	Office & Operating Supplie		001 000 518 Current Expens	33.71	
537 80 31 00	Office & Operating Supplie		402 000 537 Garbage	198.29	
575 48 31 00	Office & Operating Supplie		110 000 575 Leavenworth Ci	180.82	
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	136.82	
22393	06/15/2016	06/15/2016	5626	636.20	City Supplies
518 20 31 00	Office & Operating Supplie		001 000 518 Current Expens	8.60	
575 48 31 00	Office & Operating Supplie		110 000 575 Leavenworth Ci	17.20	
576 20 31 00	Office & Operating Supplie		176 000 576 Community Sw	30.56	
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	579.84	
Total KCDA Purchasing Cooperative				1,185.84	
22385	06/09/2016	06/09/2016	5390	178.91	MaiPole
594 76 64 05	Mai Pole Replacement		104 000 594 Lodging Tax	178.91	
22249	06/15/2016	06/15/2016	4890	360.00	Yard Waste
537 80 41 03	Recycling Dump Fees		402 000 537 Garbage	360.00	
22384	06/09/2016	06/09/2016	4890	240.00	Compost
537 80 41 03	Recycling Dump Fees		402 000 537 Garbage	240.00	
Total Kyle Mathison Orchards, INC				600.00	
22365	06/15/2016	06/15/2016	459	2,169.00	WWTP / Bearing Refurb. Kit
535 80 32 00	Operating Supplies-Trtmnt		404 000 535 Sewer	2,169.00	
22258	06/15/2016	06/15/2016	2468	4,185.00	Golf Course Capital Retaining Wall
594 76 65 00	Golf Course Capital Fundin		104 000 594 Lodging Tax	4,185.00	
22253	06/15/2016	06/15/2016	4176	742.12	Parks Supplies
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	742.12	
22319	06/15/2016	06/15/2016	482	500.00	Restroom Lockup Services

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576 80 41 00	ProSvs-Restroom Lockup		001 000 576 Current Expens	500.00	
22320	06/15/2016	06/15/2016	482 Leavenworth Senior Center Inc.	309.60	Recycle Attendant Services
537 80 41 01	Recycling Pro-Svs-Attenda		402 000 537 Garbage	309.60	
22321	06/15/2016	06/15/2016	482 Leavenworth Senior Center Inc.	696.60	Restroom Attendant
557 30 41 02	ProSvs - Restroom Attenda		104 000 557 Lodging Tax	696.60	
Total Leavenworth Senior Center Inc.				1,506.20	
22388	06/15/2016	06/15/2016	504 Marson & Marson Lumber Inc.	2,904.96	Supplies
534 80 31 00	Operating Supplies-Distrib		403 000 534 Water	8.43	
534 80 31 00	Operating Supplies-Distrib		403 000 534 Water	9.91	
534 80 32 00	Operating Supplies-Trtmnt		403 000 534 Water	10.62	
534 80 32 00	Operating Supplies-Trtmnt		403 000 534 Water	10.83	
534 80 32 00	Operating Supplies-Trtmnt		403 000 534 Water	21.02	
534 80 32 00	Operating Supplies-Trtmnt		403 000 534 Water	4.33	
534 80 32 00	Operating Supplies-Trtmnt		403 000 534 Water	-10.62	
535 80 32 00	Operating Supplies-Trtmnt		404 000 535 Sewer	11.97	
542 30 31 00	Office & Operating Supplie		101 000 542 Streets	24.37	
548 68 31 00	Office & Operating Supplie		501 000 548 Equip Rental &	27.09	
548 68 31 00	Office & Operating Supplie		501 000 548 Equip Rental &	39.00	
548 68 35 00	Small Tools & Minor Equip		501 000 548 Equip Rental &	40.91	
576 20 31 00	Office & Operating Supplie		176 000 576 Community Sw	16.78	
576 20 31 00	Office & Operating Supplie		176 000 576 Community Sw	1.43	
576 20 31 00	Office & Operating Supplie		176 000 576 Community Sw	75.27	
576 20 31 00	Office & Operating Supplie		176 000 576 Community Sw	1.95	
576 20 31 00	Office & Operating Supplie		176 000 576 Community Sw	1.29	
576 20 31 00	Office & Operating Supplie		176 000 576 Community Sw	-73.65	
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	21.67	
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	26.36	
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	13.83	
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	8.50	
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	17.54	
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	14.83	
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	15.76	
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	77.92	
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	19.48	
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	11.79	
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	25.25	
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	77.92	

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576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	17.21		
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	8.13		
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	18.60		
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	20.33		
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	162.60		
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	11.84		
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	13.93		
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	97.52		
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	1,264.48		
576 80 48 01	Dntwn Floral Hanging Bask		001 000 576 Current Expens	64.93		
576 80 48 01	Dntwn Floral Hanging Bask		001 000 576 Current Expens	64.93		
576 80 48 01	Dntwn Floral Hanging Bask		001 000 576 Current Expens	64.93		
576 80 48 01	Dntwn Floral Hanging Bask		001 000 576 Current Expens	64.93		
576 80 48 01	Dntwn Floral Hanging Bask		001 000 576 Current Expens	-64.93		
594 76 64 05	Mai Pole Replacement		104 000 594 Lodging Tax	110.86		
594 76 64 05	Mai Pole Replacement		104 000 594 Lodging Tax	18.92		
594 76 64 05	Mai Pole Replacement		104 000 594 Lodging Tax	116.28		
594 76 64 05	Mai Pole Replacement		104 000 594 Lodging Tax	100.73		
594 76 64 05	Mai Pole Replacement		104 000 594 Lodging Tax	90.12		
594 76 64 05	Mai Pole Replacement		104 000 594 Lodging Tax	30.82		
594 76 64 05	Mai Pole Replacement		104 000 594 Lodging Tax	25.99		
594 76 64 05	Mai Pole Replacement		104 000 594 Lodging Tax	11.69		
594 76 64 05	Mai Pole Replacement		104 000 594 Lodging Tax	19.71		
594 76 64 05	Mai Pole Replacement		104 000 594 Lodging Tax	7.59		
594 76 64 05	Mai Pole Replacement		104 000 594 Lodging Tax	11.04		
22250	06/15/2016	06/15/2016	4344	McConkey Company	93.12	Parks Supplies
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	93.12		
22255	06/15/2016	06/15/2016	519	Mid-American Research	821.79	Parks Supplies
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	821.79		
22394	06/15/2016	06/15/2016	532	Motor Mart	647.15	WWTP Supplies
535 80 48 00	Repairs & Maintenance		404 000 535 Sewer	647.15		
22347	06/15/2016	06/15/2016	546	N C Machinery Co., Inc	162.60	Rental Pick Up - Front End Loader
542 66 45 00	Operating Rentals & Leases		101 000 542 Streets	162.60		
22348	06/15/2016	06/15/2016	546	N C Machinery Co., Inc	486.32	Backhoe
548 68 34 00	Supp Purchased For Invento		501 000 548 Equip Rental &	486.32		

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			Total N C Machinery Co., Inc	648.92		
22236	06/15/2016	06/15/2016	475	NCW Media, Inc.	52.40	Advertising - Ord 1525 & 1526
518 90 44 00	Advertising		502 000 518 Central Service	52.40		
22317	06/15/2016	06/15/2016	475	NCW Media, Inc.	39.30	Ord 1527
518 90 44 00	Advertising		502 000 518 Central Service	39.30		
22395	06/15/2016	06/15/2016	475	NCW Media, Inc.	32.76	Public Hearing On Amending Six Year Transportation Improvement Plan
558 60 44 00	Advertising		001 000 558 Current Expens	32.76		
			Total NCW Media, Inc.	124.46		
22302	06/15/2016	06/15/2016	582	NW Custom Autoglass	454.30	Subaru Legacy Windshield
548 68 34 00	Supp Purchased For Invent		501 000 548 Equip Rental &	454.30		
22303	06/15/2016	06/15/2016	582	NW Custom Autoglass	483.46	Ford F-150 Windshield
548 68 34 00	Supp Purchased For Invent		501 000 548 Equip Rental &	483.46		
			Total NW Custom Autoglass	937.76		
22379	06/15/2016	06/15/2016	4378	Neofunds by Neopost	500.00	Postage
518 90 42 00	Comm-Phone/Postage/Fx		502 000 518 Central Service	500.00		
22373	06/15/2016	06/15/2016	3061	Norco Inc.	184.82	Pool Chemicals
576 20 31 00	Office & Operating Supplie		176 000 576 Community Sw	184.82		
22374	06/15/2016	06/15/2016	3061	Norco Inc.	184.82	Pool Chemicals
576 20 31 00	Office & Operating Supplie		176 000 576 Community Sw	184.82		
22375	06/15/2016	06/15/2016	3061	Norco Inc.	31.12	Cylinder Rental
576 20 31 00	Office & Operating Supplie		176 000 576 Community Sw	31.12		
22376	06/15/2016	06/15/2016	3061	Norco Inc.	291.05	Pool Chemicals
576 20 31 00	Office & Operating Supplie		176 000 576 Community Sw	291.05		

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			Total Norco Inc.	691.81	
22368	06/15/2016	06/15/2016	595 Oxarc Inc.	15.78	Chlorine
	534 80 32 00	Operating Supplies-Trtmnt	403 000 534 Water	15.78	
22244	06/15/2016	06/15/2016	346 Pace Engineers, Inc.	405.66	Chumstick Hwy Multi Purpose Trail & W/S Line Extension
	594 34 41 05	Meadowlark LID	403 000 594 Water	92.19	
	594 35 41 05	Meadowlark LID	404 000 594 Sewer	92.20	
	595 10 63 06	Chumstick Multi Trail Engi	101 000 595 Streets	221.27	
22339	06/15/2016	06/15/2016	600 Pacific Engineering And Design, PLLC	12.00	Alpine Elementary
	558 60 41 05	Pro.Svs. Develop Review-R	001 000 558 Current Expens	12.00	
22340	06/15/2016	06/15/2016	600 Pacific Engineering And Design, PLLC	34.00	Cascade High School
	558 60 41 05	Pro.Svs. Develop Review-R	001 000 558 Current Expens	34.00	
22341	06/15/2016	06/15/2016	600 Pacific Engineering And Design, PLLC	306.00	Pinegrass Subdivision
	558 60 41 05	Pro.Svs. Develop Review-R	001 000 558 Current Expens	306.00	
22342	06/15/2016	06/15/2016	600 Pacific Engineering And Design, PLLC	1,939.88	Stormwater Master Program
	594 31 41 01	Stormwater Master Plan / W	410 000 594 Stormwater	1,939.88	
			Total Pacific Engineering And Design, PLLC	2,291.88	
22234	06/15/2016	06/15/2016	6896 Pacific NW Infrastructure, Inc. DBA	3,546.85	Maipole Crane
	594 76 64 05	Mai Pole Replacement	104 000 594 Lodging Tax	3,546.85	
22330	06/15/2016	06/15/2016	5421 Pacific Northwest Golf Assoc.	1,290.00	Leavenworth Golf LT Fund
	557 30 44 05	Advertising-Golf Course	104 000 557 Lodging Tax	1,290.00	
22370	06/15/2016	06/15/2016	4334 Pacific Security	5,532.50	Guard Patrol / Parking
	542 65 41 02	ProSvs-Parking Enforcemei	415 000 542 Parking	2,944.00	
	542 65 41 02	ProSvs-Parking Enforcemei	415 000 542 Parking	1,725.00	
	542 65 41 02	ProSvs-Parking Enforcemei	415 000 542 Parking	103.50	
	575 48 41 02	Security	110 000 575 Leavenworth Ci	760.00	
22371	06/15/2016	06/15/2016	4334 Pacific Security	1,197.00	Festhalle Security

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
575 48 41 02	Security		110 000 575 Leavenworth Ci	1,197.00		
			Total Pacific Security	6,729.50		
22274	06/15/2016	06/15/2016	713	Pape' Material Handling Exchange	4,065.00	Generator For Crane - Hanging Baskets & Maipole
576 80 45 00	Operating Rentals & Leases		001 000 576 Current Expens	2,439.00		
594 76 64 05	Mai Pole Replacement		104 000 594 Lodging Tax	1,626.00		
22243	06/15/2016	06/15/2016	713	Pape' Material Handling Exchange	3,018.94	Generator For Crane
576 80 45 00	Operating Rentals & Leases		001 000 576 Current Expens	3,018.94		
			Total Pape' Material Handling Exchange	7,083.94		
22234	06/15/2016	06/15/2016	4469	Radach, Thomas H	156.43	Superviso Training
535 80 43 00	Travel-Lodging/Meals/Mile		404 000 535 Sewer	78.21		
548 68 43 00	Travel-Lodging/Meals/Mile		501 000 548 Equip Rental &	78.22		
22251	06/15/2016	06/15/2016	666	Ricoh USA, Inc	297.01	Copier Maintenance
518 90 45 00	Operating Rentals & Leases		502 000 518 Central Service	297.01		
22255	06/15/2016	06/15/2016	686	S & W Irrigation Supply	110.42	Irrigation Supplies
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	110.42		
22257	06/15/2016	06/15/2016	4111	Sherwin-Williams	78.79	Street Supplies
542 30 48 00	Repairs & Maintenance		101 000 542 Streets	78.79		
22299	06/15/2016	06/15/2016	4111	Sherwin-Williams	913.49	Streets Paint
542 30 48 00	Repairs & Maintenance		101 000 542 Streets	913.49		
			Total Sherwin-Williams	992.28		
22254	06/15/2016	06/15/2016	715	Solid Waste Systems Inc	600.94	Garbage Truck #1 Repairs
548 68 34 01	SPFI-Garbage Truck		501 000 548 Equip Rental &	600.94		
22318	06/15/2016	06/15/2016	715	Solid Waste Systems Inc	1,087.46	Garbage Truck #1 Parts
548 68 34 01	SPFI-Garbage Truck		501 000 548 Equip Rental &	1,087.46		

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
			Total Solid Waste Systems Inc	1,688.40	
22313	06/15/2016	06/15/2016	3963 TD&H Engineering Inc.	4,353.86	Hwy 2 Crosswalks
	595 10 40 17	SR2 Pedestrian Crossing - I	101 000 595 Streets	4,353.86	
22314	06/15/2016	06/15/2016	3963 TD&H Engineering Inc.	2,096.50	Cascade High School
	558 60 41 05	Pro.Svs. Develop Review-R	001 000 558 Current Expens	2,096.50	
22315	06/15/2016	06/15/2016	3963 TD&H Engineering Inc.	1,485.75	Alpine Lakes Elementary School
	558 60 41 05	Pro.Svs. Develop Review-R	001 000 558 Current Expens	1,485.75	
22316	06/15/2016	06/15/2016	3963 TD&H Engineering Inc.	1,498.00	Leavenworth Park Plaza
	594 76 65 03	Downtown Tourist Plaza	104 000 594 Lodging Tax	1,498.00	
22325	06/15/2016	06/15/2016	3963 TD&H Engineering Inc.	1,485.75	2017 TIB Preservation Survey Work
	595 30 63 07	Residential Road/Street Con	101 000 595 Streets	1,485.75	
			Total TD&H Engineering Inc.	10,919.86	
22390	06/15/2016	06/15/2016	774 The Pin Center	239.50	Yrs Of Service Pins
	513 10 31 00	Office & Operating Supplie	001 000 513 Current Expens	239.50	
22332	06/15/2016	06/15/2016	885 Town Ford	28.29	Truck Parts
	548 68 34 00	Supp Purchased For Invent	501 000 548 Equip Rental &	28.29	
22326	06/15/2016	06/15/2016	796 Tumwater Drilling & Pump	221.51	Bike Pump Park
	576 80 31 00	Office & Operating Supplie	001 000 576 Current Expens	221.51	
22301	06/15/2016	06/15/2016	817 US Post Office	310.03	Postage
	531 30 42 00	Communications-Phone/Po:	410 000 531 Stormwater	6.20	
	534 80 42 00	Comm-Phone/Postage/Fx	403 000 534 Water	124.01	
	535 80 42 00	Comm-Phone/Postage/Fx	404 000 535 Sewer	124.01	
	537 80 42 00	Comm-Phone/Postage/Fx	402 000 537 Garbage	55.81	
22391	06/15/2016	06/15/2016	829 Varela & Associates, Inc	7,189.28	WWTP Engineering
	594 35 41 01	Sewer System Plan Update	404 000 594 Sewer	7,189.28	
22392	06/15/2016	06/15/2016	829 Varela & Associates, Inc	2,766.65	WWTP Engineering

ACCOUNTS PAYABLE

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
594 35 41 01	Sewer System Plan Update		404 000 594 Sewer	2,766.65	
				9,955.93	
22304	06/15/2016	06/15/2016	912 WMS Aquatics, Inc.	6,039.94	Pool Pump Replacement
594 76 63 02	Pool Interior Maint.		176 000 594 Community Sw	6,039.94	
22362	06/15/2016	06/15/2016	921 Washington State Patrol	12.00	Background Check / Pre-employment
576 20 31 00	Office & Operating Supplie		176 000 576 Community Sw	12.00	
22292	06/15/2016	06/15/2016	870 Waste Managment Of	78.24	Recycle Dumpster Rental
537 80 41 02	Recycling Dumpster Rental		402 000 537 Garbage	78.24	
22311	06/15/2016	06/15/2016	3792 Weed, Graafstra & Associates, Inc. P.S.	5,781.90	General Counsel
515 30 41 00	City Attorney - Prosvs.		001 000 515 Current Expens	2,660.02	
515 30 41 09	Legal-Development Svs		001 000 515 Current Expens	544.75	
515 30 41 11	Legal-Contract Admin		001 000 515 Current Expens	555.25	
515 30 41 17	Legal - Personnel Related		001 000 515 Current Expens	411.25	
515 30 41 18	Legal - Skatepark/Cascade :		001 000 515 Current Expens	1,111.88	
534 80 41 13	Legal - ProSvs-Meadowlark		403 000 534 Water	249.38	
535 80 41 13	Legal - ProSvs- Meadowlar		404 000 535 Sewer	249.37	
22346	06/15/2016	06/15/2016	883 Weinstein Beverage Co., Inc	49.32	City Hall Pop Machine
518 20 31 00	Office & Operating Supplie		001 000 518 Current Expens	49.32	
22310	06/15/2016	06/15/2016	892 Wenatchee Valley Humane Society	20.00	May 2016 Dog Licenses
322 30 00 00	Dog Licenses		001 000 320 Current Expens	-20.00	
22333	06/15/2016	06/15/2016	898 Wenatchee World, The	123.38	Advertising
537 80 44 00	Advertising		402 000 537 Garbage	123.38	
22361	06/15/2016	06/15/2016	900 Western Peterbilt Inc	235.86	Garbage Truck / Water Pump
548 68 34 01	SPFI-Garbage Truck		501 000 548 Equip Rental &	235.86	
22298	06/15/2016	06/15/2016	907 Wilbur Ellis Company	1,080.60	Parks Paint
576 80 31 00	Office & Operating Supplie		001 000 576 Current Expens	1,080.60	
22283	06/15/2016	06/15/2016	932 Yonaka Baker, Anita	750.00	Janitorial Services

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Accts Pay # Received Date Due	Vendor	Amount	Memo
518 20 48 01	Repairs & Maint-Janitorial	750.00	001 000 518 Current Expens
Report Total:		162,562.92	
Fund			
001 Current Expense		38,349.48	
101 Streets		8,657.94	
104 Lodging Tax		30,851.77	
110 Leavenworth Civic Center		5,440.73	
176 Community Swimming Pool		11,613.58	
402 Garbage		19,071.65	
403 Water		7,563.12	
404 Sewer		22,529.36	
410 Stormwater		1,946.08	
415 Parking		4,772.50	
501 Equip Rental & Revolving Fund		8,000.41	
502 Central Services		3,766.30	

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

Handwritten signature and date
6-10-16

CHECK REGISTER

City Of Leavenworth
MCAG #: 0222

05/01/2016 To: 05/31/2016

Time: 10:18:23 Date: 05/31/2016
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2689	05/05/2016	Payroll	10	EFT	Stanley D Adams	2,769.39	April Payroll
2690	05/05/2016	Payroll	10	EFT	Salvador Alvarez	1,506.42	April Payroll
2691	05/05/2016	Payroll	10	EFT	Herbert R Amick	3,198.01	April Payroll
2692	05/05/2016	Payroll	10	EFT	Ara P Arakelian	1,906.66	April Payroll
2694	05/05/2016	Payroll	10	EFT	Brian Scott Boblenz	1,241.12	April Payroll
2695	05/05/2016	Payroll	10	EFT	Thomas R Bolin	1,533.86	April Payroll
2696	05/05/2016	Payroll	10	EFT	Kyle Brandon Breaux	1,950.29	April Payroll
2697	05/05/2016	Payroll	10	EFT	Marvin Breshears	2,401.65	April Payroll
2698	05/05/2016	Payroll	10	EFT	Mi-Sook T. Bretz	461.26	April Payroll
2699	05/05/2016	Payroll	10	EFT	Carrie J Brewer	2,649.01	April Payroll
2701	05/05/2016	Payroll	10	EFT	Arnica M. Briody	1,481.82	April Payroll
2702	05/05/2016	Payroll	10	EFT	Ramon Cortes	2,877.90	April Payroll
2703	05/05/2016	Payroll	10	EFT	Sue Z Cragun	1,748.20	April Payroll
2704	05/05/2016	Payroll	10	EFT	Manuel T Diaz	2,270.35	April Payroll
2705	05/05/2016	Payroll	10	EFT	Richard Wade Emmons	2,011.44	April Payroll
2706	05/05/2016	Payroll	10	EFT	Cheryl K Farivar	882.19	April Payroll
2707	05/05/2016	Payroll	10	EFT	Robert A. Francis	230.38	April Payroll
2709	05/05/2016	Payroll	10	EFT	Darrell Gray	2,120.21	April Payroll
2710	05/05/2016	Payroll	10	EFT	Don S Heffner	3,281.02	April Payroll
2712	05/05/2016	Payroll	10	EFT	Annabelle Knight L	1,573.09	April Payroll
2713	05/05/2016	Payroll	10	EFT	Elmer H. Larsen	461.26	April Payroll
2715	05/05/2016	Payroll	10	EFT	Daryl D Mathena	566.40	April Payroll
2716	05/05/2016	Payroll	10	EFT	Robert C. Jr McCurdy	2,183.88	April Payroll
2718	05/05/2016	Payroll	10	EFT	Antonio L Muro	3,371.35	April Payroll
2719	05/05/2016	Payroll	10	EFT	Margaret J. Neighbors	430.06	April Payroll
2720	05/05/2016	Payroll	10	EFT	Gary Parsley	2,033.99	April Payroll
2721	05/05/2016	Payroll	10	EFT	Nathan Dean Pate	4,266.72	April Payroll
2722	05/05/2016	Payroll	10	EFT	Galen Presler	2,414.83	April Payroll
2723	05/05/2016	Payroll	10	EFT	Thomas H Radach	2,919.95	April Payroll
2724	05/05/2016	Payroll	10	EFT	Angela Dawn Reinhart	2,040.14	April Payroll
2725	05/05/2016	Payroll	10	EFT	John J Schons	2,968.18	April Payroll
2726	05/05/2016	Payroll	10	EFT	Cary Siess	2,338.50	April Payroll
2727	05/05/2016	Payroll	10	EFT	Chantell Steiner	3,257.27	April Payroll
2728	05/05/2016	Payroll	10	EFT	Matthew B Thomason	2,337.76	April Payroll
2729	05/05/2016	Payroll	10	EFT	Tracy L Valentine	1,811.63	April Payroll
2730	05/05/2016	Payroll	10	EFT	Joel T Walinski	6,050.21	April Payroll
2731	05/05/2016	Payroll	10	EFT	Gretchen W. Wearne	461.75	April Payroll
2732	05/05/2016	Payroll	10	EFT	Carolyn A Wilson	230.38	April Payroll
2757	05/05/2016	Payroll	10	EFT	Cashmere Valley Bank	37,526.54	941 Deposit For 05/01/2016 - 05/31/2016
2758	05/05/2016	Payroll	10	EFT	Dept of Retirement System	26,058.33	05/01/2016 To 05/31/2016 - Deferred Comp -State; 05/01/2016 To 05/31/2016 - PERS 2; 05/01/2016 To 05/31/2016 - PERS 3
2693	05/05/2016	Payroll	10	30000	Alberto Avilez	1,182.93	April Payroll
2700	05/05/2016	Payroll	10	30001	Richard L Brinkman	115.31	April Payroll
2708	05/05/2016	Payroll	10	30002	Maria Gonzalez	330.98	April Payroll
2711	05/05/2016	Payroll	10	30003	Daniel R. Hollingsworth	483.83	April Payroll
2714	05/05/2016	Payroll	10	30004	Kelley J Lemons	1,274.22	April Payroll
2717	05/05/2016	Payroll	10	30005	Roy A McGregor	205.60	April Payroll
2761	05/05/2016	Payroll	10	30006	Hartford Life Insurance	225.00	05/01/2016 To 05/31/2016 - Hartford 457
2762	05/05/2016	Payroll	10	30007	ICMA	125.00	05/01/2016 To 05/31/2016 - ICMA - 457
2763	05/05/2016	Payroll	10	30008	Inland Empire Teamsters	30,212.00	05/01/2016 To 05/31/2016 - Health Insurance
2764	05/05/2016	Payroll	10	30009	Local Union #760	1,256.00	05/01/2016 To 05/31/2016 - Union Dues

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Time: 10:18:23 Date: 05/31/2016
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Leavenworth, and that I am authorized to authenticate and certify to said claim.

Signed	Date
	5/31/16
Finance Director	Date

CHECK REGISTER

City Of Leavenworth
MCAG #: 0222

05/01/2016 To: 05/31/2016

Time: 15:22:42 Date: 05/23/2016

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3251	05/23/2016	Claims	10	55868	Petty Cash	250.00	Starting Cash For Pool Registers / \$200.00 Admissions And \$50.00 Concessions
			176 - 576 20 31 00 - Office & Operating Supplies			250.00	
			176 Community Swimming Pool			250.00	
						250.00	Claims: 250.00

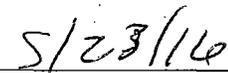
I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a 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.

Signed

Date



Finance Director



Date

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City Of Leavenworth
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05/26/2016 To: 05/26/2016

Time: 09:18:43 Date: 05/25/2016
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3330	05/26/2016	Claims	10	55911	KGW.com	445.00	Contest Story Page
					104 - 557 30 44 01 - Advertising-LAP	445.00	
3331	05/26/2016	Claims	10	55912	KING	4,800.00	PPC Social City Of Leavenworth
					104 - 557 30 44 01 - Advertising-LAP	4,800.00	
3332	05/26/2016	Claims	10	55913	Seattle Met	400.00	Tripster Apr 12 2016
					104 - 557 30 44 01 - Advertising-LAP	400.00	
3333	05/26/2016	Claims	10	55914	KONG	194.59	Winter 2015
					104 - 557 30 44 01 - Advertising-LAP	194.59	
3334	05/26/2016	Claims	10	55915	NWCN	3,760.00	Winter 2015
					104 - 557 30 44 01 - Advertising-LAP	3,760.00	
104 Lodging Tax						9,599.59	
						9,599.59	Claims: 9,599.59

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City Of Leavenworth
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06/01/2016 To: 06/01/2016

Time: 10:20:36 Date: 06/01/2016
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3455	06/01/2016	Claims	10	55916	KGW	9,570.00	Spring Campaign
			104 - 557 30 44 01 - Advertising-LAP			9,570.00	
3456	06/01/2016	Claims	10	55917	Leavenworth Chamber Of Commerce	855.88	Advertising
			104 - 557 30 44 01 - Advertising-LAP			855.88	
3457	06/01/2016	Claims	10	55918	Paradigm Commuication Group Inc	1,650.00	June 2016 Advertising
			104 - 557 30 44 01 - Advertising-LAP			1,650.00	
104 Lodging Tax						12,075.88	
						12,075.88	Claims: 12,075.88

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Signed

Date



Finance Director

6/1/16

Date

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City Of Leavenworth
MCAG #: 0222

06/01/2016 To: 06/30/2016

Time: 08:46:32 Date: 06/02/2016

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3543	06/06/2016	Claims	10	EFT	Xpress Solutions, Inc.	377.35	May 2016 CC/EFT Charges
					410 - 531 30 42 00 - Communications-Phone/Postag	7.55	
					403 - 534 80 42 00 - Comm-Phone/Postage/Fx	150.94	
					404 - 535 80 42 00 - Comm-Phone/Postage/Fx	150.94	
					402 - 537 80 42 00 - Comm-Phone/Postage/Fx	67.92	
					402 Garbage	67.92	
					403 Water	150.94	
					404 Sewer	150.94	
					410 Stormwater	7.55	
						377.35	Claims: 377.35
						377.35	

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Signed

Date



Finance Director

6/2/16

Date

CHECK REGISTER

City Of Leavenworth
MCAG #: 0222

06/01/2016 To: 06/30/2016

Time: 13:52:07 Date: 06/03/2016

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3586	06/03/2016	Claims	10	55919	Todd McDevitt	1,500.00	John Deere Gator 4x2 W/ Dump Bed
			001 - 576 80 35 00 - Small Tools & Minor Equipme			1,500.00	
			001 Current Expense			1,500.00	
						<u>1,500.00</u>	Claims: 1,500.00
						1,500.00	

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Signed

Date



Finance Director

6/2/16

Date

