City of Leavenworth

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

LEAVENWORTH CITY COUNCIL AGENDA

Leavenworth City Hall - Council Chambers
October 25, 2016 - 6:30 PM

Oath of Office – John Bangsund

Council Committees -4th Tuesday –

Econ. Dev. 4:00 Finance 5:00

Call to Order
Flag Salute
Roll Call

Consent Agenda

1. Approval of Agenda
2. Approval of October 11, 2016 Regular Meeting Minutes and Study Session Minutes
3. Approval of October 18, 2016 Special Meeting Minutes
4. 2016 Claims $265,709.38
5. Set Public Hearing on Preliminary Budget on November 8, 2016 @ 6:45 PM
6. Set Public Hearing on Final Budget on November 22, 2016 @ 6:45 PM

Councilmember and Committee Reports

Mayor/Administration Reports

PUD Update

Public Hearing on Developer Reimbursement Agreement at 6:30 PM

Comments from the Public on Items Not on the Agenda

Public Hearing on Ad Valorem (Property) Tax @ 6:45 PM

Resolutions, Ordinances, Orders and Other Business

1. Action: Developer Reimbursement Agreement
2. Action: Motion to Set Public Hearing to Consider Surplusing City Property
3. Action: Stop Sign Location Request
4. Action: Special Use Permit / Noise – Timbrrr! Winter Music Festival
5. Action: Skatepark Contract – Grindline
6. Action: Motion to Approve the Purchase of Garbage Truck
7. Action: Water System Plan – Valera & Associates
8. Action: Oktoberfest Wrap-up – Set Public Meeting Date for November 22, 2016

Information Items for Future Consideration

1. Ad Valorem Tax Ordinance / Preliminary Budget Public Hearing on 11/08/2016

Adjournment

(Next Ordinance is 1532 - Next Resolution is 15-2016)

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

SUPPLEMENTAL COUNCIL AGENDA

1. Developer Reimbursement Agreement

The City Council is being asked to consider the Swiss Hotel Leavenworth, LLC Developer Reimbursement and Collection Agreement (DRCA) which: 1.) establishes an area of benefit; and 2.) establishes the reimbursable costs for developer-funded public improvements being constructed by the Swiss Hotel Leavenworth, LLC.

Background:
The Swiss Hotel development required the installation of a number of public improvements necessary to serve the project, including the installation of master plan water mains. The construction of water main improvements is shown within Exhibit A within Tab 1.

On August 17, 2016, the developer, Swiss Hotel Leavenworth, LLC, requested a Developer Reimbursement and Collection Agreement (DRCA) in conformance with Chapter 14.04 of the Leavenworth Municipal Code. This request included the establishment of an area of benefit for those improvements necessary for their project and that benefit neighboring properties. The proposed area of benefit, itemized costs for the improvements reimbursable to the developer, and estimated allocation amounts to be reimbursed by each benefiting parcel are within the request and subsequent notice.

Pursuant to RCW 65.08.170, the City provided notice that the City of Leavenworth intends to levy a charge on real property pertaining to improvements constructed in accordance with a Developer Reimbursement and Collection Agreement (DRCA) authorized by RCW 35.91, and additional connection charges authorized by RCW 35.92.025. Such levy and charges are to be paid by the parties identified within the "Benefit Area" upon connection to City water utilities. A copy of the Developer Reimbursement and Collection Agreement (DRCA) notice is within Tab 1.

Attached to the DRCA notice within Tab 1 are the project description (Exhibit A), the benefit area map and legal descriptions (Exhibit B), and engineered cost estimate with confirmation of estimate (Exhibit C).

Included in the materials submitted for the DRCA Application were the application form, Subdivision Guarantees for each property, a map showing the general location, map showing the benefit area, engineered cost estimate, and legal descriptions with parcel numbers and acreage provided by Nelson Geotech.

Compliance review:
The extension of the master plan water main is described within the 2011 Water System Plan (WSP) with the necessary fire flows to serve the area and project. Table 6-13 Estimated Available Fire Flows with Distribution System Improvements; and Figure 3 with corresponding list of necessary and planned improvements. The City of Leavenworth's adopted Comprehensive Plan – Capital Facilities Element adopts by reference the Water System Plan (WSP). The Comprehensive Plan specifically states, "The following plans for the City of Leavenworth are incorporated by reference:

- Waste Water Treatment Facility Plan
- **Water System Plan**
- Sewer System Plan

- Stormwater System Plan / Wetland Mitigation Plan (not yet developed)
- Water, Wastewater, and Stormwater System Development Charges
- Six-Year Transportation Improvement Plan
- Transportation Plan/Element
- Upper Valley Regional Trails Plan & Parks Plan
- Shoreline Master Program
- Park and Recreation Plan
- Downtown Master Plan
- Utility and Rate Study / Plan

In addition, standards for construction are located within the Leavenworth Municipal Code Chapter 14.14. Pursuant to LMC 14.14.090 (7) conditions, standards, design, layout, and regulations contained in the following documents shall be applicable when pertinent, when specifically cited in the documents, or as required by a permitting authority/agency, and/or the city: b. City of Leavenworth Comprehensive Water System Plan (CLCWSP), November 2002, as amended; (*the 2011 WSP*).

Due to the lack of any proposed allocation within the application materials and based on the information received, the City calculated the estimated reimbursement share allocation based on areas of the benefited properties. It is anticipated that the benefitted owners will question the estimated allocation based on areas. Estimated allocation may include variables such as density, shoreline restrictions, lands which are undevelopable because of infrastructure needs (roads, etc), and zoning.

Council action:
Council considers the establishment of an area of benefit and reimbursable costs to recover the cost of public improvements that will be covered under a Developer Reimbursement and Collection Agreement.

If approved by Council and pursuant to LMC Chapter 14.04, the reimbursable amounts shall be recalculated upon completion of the project with actual costs. In the event a benefitting property owner disagrees with the decision, they do have an appeal right.

In the event that the benefiting properties develop, the City will collect the appropriate amounts from the developers of the benefiting properties, and reimburse the developer as appropriate. The charges for a benefiting property shall be paid in full at the time of the first development on that property.

At the conclusion of the Public Hearing, the Council can determine if enough information has been submitted and considered for the Council to make a decision. As noted in the attachment from Forman, Appel, Hotchkiss & Zimmerman representing the Recreational Adventures Company, LLC, the owners of the KOA Campgrounds; they are requesting that the Council extend the Public Hearing allowing them additional time to complete a benefit analysis of the benefit area. In addition, allowing additional time would also allow the applicant a period of time to provide Staff with information that could support the current benefit allocation or allow for consideration of an alternative estimated allocation with supporting documentation. The Staff recommendation is for the Council to consider Alternative Motion C.

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

- Notice of Water Utility Developer Reimbursement and Collection Agreement Application and Hearing

- Forman, Appel, Hotchkiss & Zimmerman, PLLC Response to Notice, Request for extension, October 20, 2016

The following motions are prepared for consideration:

- ***Alternative MOTION A:*** *The Leavenworth City Council moves to approve the Swiss Hotel Leavenworth, LLC area of benefit and reimbursable costs for the creation of a Developer Reimbursement and Collection Agreement as noticed, and directs the Public Works Director to craft a Resolution for the DRCA to be approved at the next regularly scheduled Council Meeting.*

- ***Alternative MOTION B:*** *The Leavenworth City Council moves to continue to a date certain the public hearing of the Swiss Hotel Leavenworth, LLC Developer Reimbursement and Collection Agreement area of benefit and reimbursable costs to the regularly scheduled Council Meeting of November 8, 2016.*

- ***Alternative MOTION C:*** *The Leavenworth City Council moves to suspend the public hearing of the Swiss Hotel Leavenworth, LLC Developer Reimbursement and Collection Agreement process to enable the applicants to provide the Public Works Director the necessary information to verify or consider alternative estimated allocation amounts to be reimbursed by each benefiting parcel. Upon completion and in a timely manner (as determined by the City), the Public Works Director shall re-notice and conduct a new hearing with the results for the Council to consider.*

2. Motion to Set Public Hearing to Consider Surplusing City Property

The City Council is being asked to consider setting a public hearing on the surplusing of an existing piece of City property located at 1100 Hwy. 2. The property is currently part of the Warehouse Property, which the City purchased in 2012. The property identified is commonly referred to as the "triangle" and is located on the east end of the Warehouse Property. The property currently houses a portable coffee bistro, which is under lease with the City of Leavenworth. The square footage of the property is approximately 17,022 S.F.

Under Resolution No. 23-2012 the City Council established a procedure for the surplus and sale of real property owned by the City of Leavenworth. The purpose for surplusing any City owned property is if the City Council finds it is in the public interest to return the property to the tax rolls, if is not needed for some present or future municipal use, and it can be sold for a reasonable return. The question being, is the property necessary for a current or future need of the City or would disposing of the property be a higher or better use for the Community at large. The Public Hearing would be the first step of the process, after holding the Public Hearing the City Council would then consider declaring the property surplus and if so, determining the procedure for the disposition of the property.

Mr. Jeff Soehren and Mr. Oliver Brulotte initiated the consideration for surplusing the "triangle" property. The business partners are interested in purchasing and developing the adjoining property; as they have looked at their development, the acquisition of the "triangle" property was considered and identified as having merit for their development. They contacted City staff and made a presentation to the City's Economic Development Committee. The purchase of the property would allow for the reconfiguring of both parcels into a larger rectangular property

section, which lends itself to development that is more efficient. There has also been some discussion regarding future public improvements for a utility easement, pedestrian access, and a park plaza area. The Economic Development Committee considered the request interesting enough to request further consideration of the project by the full City Council and the consideration of surplusing the property. Mr. Soehren and Mr. Brulotte will be in attendance Tuesday evening to provide a brief presentation regarding their view of the development.

While the City does not have specific plans for the future use of the "triangle" property, there has been some past discussion on using this parcel for access to a future parking garage, a roadway to Front Street or a storage area for a future use of parking lot P2.

If the Council does determine this property to be surplus, a property line adjustment would be necessary to create the separate parcel for sale. The options for the Council would be to consider approval of the motion setting a public hearing, tabling the issue to a future date certain time, or postpone indefinitely.

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

- Resolution No. 23-2012 Procedures Regarding the Surplus and Sale Process for Real Property
- Exhibit of Property for Consideration of Surplusing

    - **MOTION:** *The Leavenworth City Council moves to set a Public Hearing on November 22, 2016 beginning at 6:45 PM for the consideration of surplusing the "triangle" property on the east end of the Warehouse property adjacent to Parking Lot P2.*

3. <u>Stop Sign Location Request</u>

The City Council is being asked to approve the recommendations of the Public Safety Committee concerning a requested change of the traffic control signage at the intersection of Scholze Street and Enchantment Parkway. The request is to change the intersection control from a two-way stop on Enchantment Parkway to a four-way stop intersection. The requested change was submitted by Jefferson M. Robbins and Briar A. Hoper of 202 Scholze Street in the form of a letter to the Public Works Director on August 3, 2016. Public Works installed traffic counters at the intersection on August 8, 2016 for a period of over one month. The request was then brought before the Public Safety Committee for review on October 11, 2016. As per Council adopted policy, the Warrants Checklist was applied to the request, which was then reviewed and considered by the Public Safety Committee. The intersection was reviewed concerning accident history, visibility, multiple uses, traffic volume, a review by the Public Safety Liaison Officer Sergeant Bruce Long, and a review by the Public Works Director Herb Amick. The Council Policy for the installation of a stop sign is that the intersection must meet three of the six warrants listed above. In a review of these warrants, only two of the warrants were met for the intersection. The intersection warranted a higher level of multiple uses of pedestrians, bus traffic, bicycles and vehicle traffic as well as sufficient traffic volume; however, no other warrants were met. At the October 11, 2016 meeting, the Public Safety Committee recommended against the proposed changes since the criteria required by the Warrants Checklist was not met; therefore, the Committee is now requesting the City Council's consideration for approval of that action per the adopted policy.

In developing the policy, the Public Safety Committee reviewed a number of adopted policies regarding traffic control from the Department of Transportation and other communities. The warrants adopted in the City Policy were modified to address traffic conditions within the City.

The requesting parties were notified of the Public Safety Recommendation and the warrant conditions were discussed. They have been invited to attend the October 25, 2016 Council Meeting to provide additional information and comment to the Council.

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

- Request letter
- Applied Warrants Checklist

    - **MOTION:** *The Leavenworth City Council moves to approve the recommendations of the Public Safety Committee recommending against the changing of the intersection of Scholze Street and Enchantment Parkway from a two-way stop to a four-way stop as per adopted Council policy and the Warrants Checklist.*

4. Special Use Permit / Noise – Timbrrr! Winter Music Festival

The City Council is being asked to consider approval of a Special Use Permit to allow an extended time period and increased noise levels for the Timbrrr! Winter Music Festival. This will be the fourth year that the Timbrrr! Partners held this annual Winter Music Festival in the City of Leavenworth. The event is scheduled to take place at the Leavenworth Festhalle on Friday, January 27 and Saturday, January 28, 2017. This is a live music event; music begins each evening at 4:00 PM and ends at 12:30 AM each day. Approval of the Special Use Permit would allow for the permitted dB noise and sound levels to be permitted to a level not to exceed 95 dB.

In regard to the SUP, the LMC 9.33.040 Exemptions allow the City Council to approve with conditions or deny special use permits at its sole discretion. To approve the SUP, the Council must consider the conditions and provisions for granting a special use permit stipulated in LMC 9.33.040 (I) (Items 1 – 5 below). The Council's decision of approval or denial of the SUP must be based on whether the request meets the following criteria, information relating to each:

1. **The special use permit is necessary:** The permit is necessary because the noise level at various times during the event may exceed the 70 dB or 60 dB level specified in LMC 9.33. The event however is held within the confines of the Festhalle so the noise generally will be contained within the building.

2. **There exists a special circumstance relative to size, topography, location or surroundings of the subject property:** The Festhalle facility is located within the Central Commercial District which is the preferred location for these events to be held.

3. **Requesting property owner or agency has provided a plan for mitigation of noise to be implemented on the approval of the special use permit:** The organizers will be monitoring the noise levels outside the building to ensure they do not exceed the 95 dB noise level. Noise monitoring from other events typically show that sounds levels on the exterior of the Festhalle do not exceed the 70 dB which is allowed under LMC 9.33.

4. **That the granting of the special use permit will not be materially detrimental to the comfort, health, or safety of the public:** The granting of the permit is for a 2 day event. Past events held within the confines of the Festhalle facility have not been an issue with surrounding property owners provided that the doors remain closed during the performance times.

5. **That the special use permit is limited to not more than 14 days in any 90 day period**: The permit is for a period of 2 days.

Staff is recommending approval of the Special Use Permit allowing the noise exemption because the event is contained within the Festhalle area and events that have been held within the facility have not had the noise issues associated with events held in outdoor or in tented venues. In addition, the organizers have volunteered to do self-monitoring and confirmed that during the January 2014, 2015, and 2016 events, similar noise monitoring revealed no violations of the noise limit at any time during similar operating hours.

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

- Noise Compliance Analysis
- Special Use Permit Agreement Timber Partners
- Letter to the City Council from Phil O'Sullivan, Managing Member, Timber Partners.

    - **MOTION:** *The Leavenworth City Council moves to approve the Special Use Permit to Timber Partners, LLC and Artist Homes which allows for an exemption from the noise limitations stipulated in LMC 9.33.040 on Friday January 27, 2017 and Saturday January 28, 2017.*

5. <u>Skatepark Contract - Grindline</u>

The City Council is being asked to approve a Small Public Works Contract with Grindline Concrete Skatepark Design & Construction in the amount of $175,000. The scope of work included within the agreement provides for two community meetings. The first community meeting will be to introduce Grindline Project members to the Community, explain the design and public input process and how the Community will drive project development. The meeting is an open forum to the Community that allows stakeholders the opportunity to provide input that will drive the development of the design concept. This input can be verbal, written or online participation. As a follow-up to the meeting, Grindline will be using social media to advance the design and engage community stakeholders. The second community meeting will be a presentation of final design concepts based on the information taken from the initial meeting and using some interactive 3D modeling, allowing the participants to "skate the design". A final design will then be developed and presented online. The final design will include skatepark and any non-skate components, a final cost estimate, and an updated schedule.

A Request for Quotes was advertised on August 29, 2016. The Ad Hoc Skatepark Committee received three responses to the request for quotation advertisement: Dreamland Skateparks, Grindline: Concrete Skatepark Design and Construction, and Evergreen Skateparks. The criteria used to assess the firms based on the submittals included the following:

- Quality of previous build and design skatepark projects?
- Ability to meet contract requirements: Public Outreach, achieve design standards, quality?

- Responsiveness to the Request: is the response complete, does it provide the correct information, does it require more information?
- Does the firm have the capacity to actually complete the work: expertise, capable staffing and numbers, financial stability, etc?
- Based on the submittal, do you think the firm can achieve the desired outcome?

In addition, the Committee also considered input from the local skateboard community members, quality of work on other local projects, willingness of the Firm to work with the Community on the final design, and consideration of the designs presented within the submittals. All three submittals identified completion for design and construction of the Leavenworth Skatepark project at $175,000. The consensus of the Committee was a recommendation for selecting Grindline: Concrete Skatepark Design and Construction. The Committee recognized the quality of the work and durability of construction of the previous Leavenworth Skatepark that was built by Grindline. They also appreciated Grindline's previous park designs that allowed for multiple users and distinct user lines that allowed for greater user safety. In addition, the Committee heard from members of the local skateboard community that a preference was given to Grindline primarily because of the success of their previous designs. As with the other proposals, Grindline outlined the involvement of the Community in the design development of the Skatepark that would include a number of public meetings, use of electronic media communication, and a review and consideration process for a final design selection. Grindline also would be open to working with in-kind donations, local donors and the use of local vendors. Their design work, engineering, and construction documentation is completed in-house; the shared information between design, drafting, and construction assists in the project efficiency and controlling costs.

At this time, the tentative completion date remains as September 30, 2017, although Grindline has indicated the completion date can be advanced with an aggressive schedule.

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

- Small Public Works Contract with Grindline Concrete Skatepark Design & Construction
- Attachment B: Scope of Work

    - **MOTION:** *The Leavenworth City Council moves to approve and authorizes the Mayor to sign a Small Public Works Contract with Grindline Concrete Skatepark Design & Construction for the design and construction of the Leavenworth Skatepark for a not to exceed cost of $175,000.*

6. Motion to Approve the Purchase of Garbage Truck

The City Council is being asked to authorize the expenditure of funds for the purchase of a used side-loading garbage truck in an amount not to exceed, $33,000, excluding applicable tax and licensing, from the City of Cashmere, Washington. This truck recently became available for purchase due to the elimination of the City of Cashmere's garbage service. The Cashmere truck is a 2010 Labrie Side Loader identical to the truck the City purchased new in 2010. Public Works has determined that the purchase of the identical truck would allow for more efficient training of drivers i.e. use of controls, handling, backing, etc.as well as allow for a reduction in necessary parts inventory. The City Mechanic and the Public Works Director inspected the vehicle and determined the value to be acceptable. If the expenditure is approved, it will allow for the sale or auction of the refurbished 2007 side-loading garbage truck that was purchased in November of 2015 for the amount of $77,500. The City Mechanic estimates the sale value of that truck to remain equivalent to the purchase price of last year.

The City presently owns and maintains four garbage trucks; two side loader trucks being used for regular garbage pickup, an older rear loader being used for cardboard recycling, and another older rear loader being used for City Street can pick up. Due to the deteriorating condition of the rear loading trucks, the 1999 Crane Carrier is also scheduled for sale or auction by the end of 2016, and in addition, the remaining rear loader is scheduled for sale or auction in 2017. At such time, Public Works will transition cardboard pickup from the rear loading truck and rolling dumpster system to the side loading truck and dumpster system.

The following item is included under **TAB 6**:

- Photo of Leavenworth's 2010 Labrie Side Loader Truck

    - **MOTION:** *The Leavenworth City Council moves to approve the purchase amount of $33,000.00, excluding taxes and license, for a used 2010 Labrie side loading garbage truck from the City of Cashmere, Washington and authorizes the City Administrator to approve the expenditure.*

7. Water System Plan – Valera & Associates

The City Council is being asked to review and consider for approval a Professional Service Agreement with Varela and Associates for the completion of a Water System Plan. The Water System Plan provides a comprehensive overview of water system policies and operations, identifies challenges and opportunities, and develops recommendations so Leavenworth can continue to provide a reliable supply of safe, high quality drinking water that meets the Community's needs in an environmentally responsible and cost-competitive manner. The Water System Plan is a requirement of the Department of Health and currently is required to be completed once every six years. The new requirement will extend that time period to ten years once approved.

The City advertised for qualified consultants in June and received three (3) responses from Varela and Associates, TD&H Engineering and Gray & Osborn. Interviews of the consultants were held on August 31, 2016. The interview team consisted of Council Member Wilson and Council Member Larsen, PW Director Herb Amick, Water Supervisor Arnica Briody and City Administrator Joel Walinski. The recommendation of the Committee was Varela and Associates because of their past relationship with the City in previous water/sewer plans, utility improvements, and the quality of that work. All three firms were seen as very well qualified and capable of drafting a successful Water Plan for the City. The Committee did request that Varela re-evaluate their scope of work and estimated costs to be more in line with the other applicants. On October 13, 2016 City staff and Mr. Jesse Cowger, PE Varela & Associates, met with representatives of the Department of Health to identify the requirements for the Water System Plan and a final scope of work. The Pre-Plan Agreement is included under Tab 7 to provide the Council with the scope of information that will be included in the final plan documents. The final plan must be approved by the Department of Health and Department of Ecology.

The final scope of work is included with the agreement. The estimated cost for completion of the Water System Plan is $62,518, which is reduced from the initial estimate of $74,018. The estimated cost is a not to exceed figure; actual cost of the work product will be based on the actual hours needed and associated hourly costs. The Professional Service Agreement use is the City template; the City Attorney has reviewed and approved several requested changes on indemnification.

The following items are included under **TAB 7:**

- Professional Service Agreement between City of Leavenworth and Varela & Associates for the City's Water System Plan
- Exhibit A: Water System Plan Contents and Scope of Work
- Department of Health: Pre-Plan Agreement

  - **MOTION:** *The Leavenworth City Council moves to approve and authorizes the Mayor to sign a Professional Services Agreement with Varela and Associates for development of a Water System Plan for a not to exceed cost of $62,518.*

8. Oktoberfest Wrap-up – Set Public Meeting Date for November 22, 2016

The City Council is being asked to discuss and set a public meeting date to take in public comments regarding this years Oktoberfest event and other festivals. This action is a follow-up as requested by the City Council and the Ad-Hoc Festival & Event Committee recommendations.

There are no items included under **TAB 8**.

- **MOTION:** *The Leavenworth City Council moves to set a Public Meeting on Oktoberfest on November 22, 2016 at 6:45 PM.*

LEAVENWORTH CITY COUNCIL STUDY SESSION MINUTES
October 11, 2016

Mayor Cheryl Kelley Farivar called the October 11, 2016 Study Session to order at 9:00 AM.

Council Present: Mayor Cheryl Kelley Farivar, Elmer Larsen, Carolyn Wilson, Gretchen Wearne, Mia Bretz, Margaret Neighbors and Richard Brinkman.

Staff Present: Joel Walinski, Herb Amick, Nathan Pate and Chantell Steiner.

1. Chamber Report

Chamber Director Nancy Smith updated the Council on the media coverage in the last week that included several magazines, newspapers and upcoming radio advertisements. She noted that a special interview would be occurring on the process involved for putting up the Christmas lights each year. She then reviewed discussions with the Chelan County Port regarding funding partnership opportunities with Leavenworth. City Administrator Joel Walinski and Mayor Farivar briefly noted some other requests that have been submitted for funding to the Port including assistance for doing a parking study. Director Smith added that there would be a meeting soon with the Golf Club to discuss sledding options during the winter for the Leavenworth Winter Sports Club to administer. She identified some travel writers that have been in town recently and other partnerships such as the Ski & Stay program that are being finalized for the year. Director Smith requested that the Council include the Chamber Board in any future conversations on sustainability and lodging tax dollar uses.

Director Smith stated that the Chamber has some comments that they would like the Council to consider regarding alcohol use in the parks; the Chamber Board is concerned on the restrictions of the ordinance changes to be Bavarian centric that would eliminate some good opportunities for alcohol to be served at non-Bavarian style festivals/events. She stated that some events take time to develop and change over time; she provided an example of the wine walk and how it has transformed over the years to the success that it is today. She stated that the Chamber Board feels the current ordinance recommendations are too limited and restrictive, for example, the Stevens Pass Rail Jam would not qualify and the Board is curious as to why the Council is going in this direction. Mayor Farivar responded that much of the decision is related to the significant response that the Council received from community members to not allow alcohol in the City's parks; she questioned Director Smith on whether she is aware of the allowance for the use of alcohol in the street right-of-way rather than within the park itself as an option. She added that the intent of the changes is to assist and accommodate the Staff in handling these requests as they come forward. Director Smith stated that she was not aware of the difference on park use and the option of alcohol use in the right-of-way. Councilmember Bretz stated that she is not in agreement with the rest of the Council regarding the restrictions on the use of alcohol in the parks; she added that she believes there are opportunities for other types of events to have a beer tent. Councilmember Larsen added that the Council is choosing to move slowly with adding alcohol use in the parks to avoid ramifications that are currently unknown.

In closing, Director Smith updated the Council on some of the new decorations that will be on display this year to help accentuate the 50th Anniversary Year for the Christmas Lighting Ceremonies. Mayor Farivar questioned whether there would be a special Local's Night for lighting this year; Director Smith noted that it was not as successful as originally intended and was not preparing to do a special event this year.

2. Salmon Life Cycle Presented by Kara Zupke with Pacific Engineering

Ms. Kara Zupke Funding Specialist with Pacific Engineering thanked the Council for allowing time today to discuss the grant application for the Salmon Life Cycle Project. She explained that the project stakeholders are preparing to apply for a Recreational Trail Program Grant for $150,000. At this time, the group is seeking match-funding dollars in the amount of $30,000; she stated that the request for Leavenworth is $5,000. She updated the Council on some of the project specifications that will create a new educational learning center and fishing pond at the Leavenworth Fish Hatchery. Mayor Farivar clarified that the request for $5,000 at this time is a commitment only and will be contingent upon an actual award of the grant. Ms. Zupke talked about some other interactive exhibits in other communities and the learning that has been involved to prepare this project for success. Administrator Walinski spoke to the Council concerning the funding request noting that this is a request for City funding to support a project that is located outside the city limits. He suggested that the Council consider creating a policy that would help to assist in future funding requests for projects located outside the city limits to ensure equity and fairness to future requestors.

3. Budget Priority Review

Administrator Walinski reminded the Council that the Finance Committee reviewed the Budget Priorities and noted that the redline version provided today includes the recommended changes from the Committee. He specifically discussed the priority regarding the reallocation of staffing costs noting that the most important factor in this review was the costs involved for city staff to remove garbage in the downtown core. The Committee looked closely at the garbage removal costs and looked at options for legally offsetting those costs through the Garbage Fund rather than the Lodging Tax Fund. He proceeded to review the options that the Committee considered and noted that this is the most significant change within the budget this year. The Committee recommended a split of the Garbage Fees with some of the costs being collected through a flat $15 monthly fee per each commercial account and using Garbage Fund reserves to offset any shortfall. He added that the upside to this change is that there has been a reduction to the other utility funds expenditures that now opens up the opportunity for the Council to not increase utility rates this year. Councilmember Larsen stated that the Leavenworth Area Promotions (LAP) Committee does not agree with this type of use of the Lodging Tax funds, as they would like to see increased support on the advertising side. Administrator Walinski identified the current legal uses for Lodging Tax dollars that includes advertising, capital improvements and operations and maintenance. He noted the additional hundreds of thousands of dollars that the City continues to provide for advertising through the use of the lodging tax dollars. Council continued to discuss the need to consider the use of dollars effectively and appropriately based on what generates the expenditures, in this case, tourism is creating the staffing expense; therefore, tourism dollars should assist in offsetting those costs. Administrator Walinski added

that retail sales tax dollars are another revenue stream for these costs and noted that the City currently expends over $600,000 a year on the City's parks systems, of which a majority of those funds support the downtown Front Street Park area, street flowers, and also infuses significant dollars to pay for public safety through the police and fire contracts; all of these costs are borne by the General Fund's retail sales tax and property tax dollars. Councilmember Wearne stated that she supports the use of Lodging Tax dollars to offset the cost of maintenance from the tourism generated in the downtown; she understands that there may be some push back, but it is time to have this support; Councilmember Wilson concurred. Councilmember Bretz stated that she has some concerns on diverting the costs to the Garbage Fund and being charged to the downtown businesses in the presented option; Councilmember Wearne concurred and added that it does not appear fair to some businesses to have to pay a new flat $15 fee if none of the garbage is being generated by their business. Administrator Walinski stated that the Finance Committee specifically discussed this concern and the difficulty in attempting to charge specific businesses for additional garbage based on what is found in the garbage cans; all businesses benefit from the tourists regardless of the garbage that is generated. Mayor Farivar added that many of the small shops do not have specific garbage creation in the downtown public garbage cans; however, these types of businesses do generate cardboard related garbage that also costs the City to remove and has a minimal fee in comparison. Councilmembers continued to discuss the pros and cons of the options available and the need to consider long-term sustainability of the funding source and the increased expenses for maintaining the downtown from increased tourism. Councilmember Bretz noted that she would like some information to be provided to the citizens related to the lack of a utility rate increase this year if that is the direction that the Council chooses and to explain why it is occurring and what will come in the future year with the new utility rate study in 2017.

Administrator Walinski proceeded to discuss the remaining suggested changes within the Budget Priorities. He first identified the option for a new full-time School Resource Officer (SRO) that the City is recommending after researching further with the Chelan County Sheriff's Office; at this time there is a direct benefit to the City in that the officer would be available to the City during the summer months when school is out. The Council discussed options for reducing Pacific Security patrols in future years with this transition and how the needed funding could be incorporated due to the increases that have occurred in retail sales tax dollars. Mayor Farivar noted that the Cashmere School District supported the transition for their community and has agreed to pay the additional costs to have their own dedicated SRO. At this time, the suggestion is to share the increased costs of about $36,500 annually with the Cascade School District for the Leavenworth community; the Cascade School District has yet to confirm support. Council members discussed the need to support this and the positive results of having a dedicated SRO, particularly with the issues facing communities today concerning increased shootings, terror tactics, and the need for increased education for the students. Administrator Walinski then reviewed the request from the Chamber for special funding of $20,000 for a downtown webcam project, the Autumn Leaf Festival Association (ALFA) funding that is being recommended to start reducing the supplemental funding (as the original intent was to be a one-time allocation of support), and the Golf Course match funding allocations for cart paths that also will be reduced as the projects are completed. There was a brief discussion regarding the Golf Course expenses, ownership of the land by the City, and the need for the Golf Course to operate "in the positive" for their ongoing operations and maintenance needs. Councilmember Larsen added that the City

needs to consider new restroom options in the future, specifically where the parking lots are located.

4. Discussion: Rates & Fees

Administrator Walinski stated that the largest impact to the Rate & Fee Schedule is typically the utility rates; however, with the reallocation of staffing costs this year there are no utility rate increases included at this time. He then proceeded to review the redline changes for clarifications, corrections and/or additions. Fireworks fees are amended based on changes that the Council made earlier this year to eliminate firework stands. Dog license fees are included for discussion; no rate changes are recommended and are being included due to previous discussions for an increase that might slightly reduce the annual contract amount. A new section for consideration includes fees related to the creation of alcohol use in the parks and whether the Council wants to consider this.

Stormwater fees are included with a new recommendation for hook-up fees (system development charges) to incorporate an option for the developer to consider. Administrator Walinski explained that Stormwater retention is required in accordance with the Eastern Washington Stormwater Management Plan and that this new fee is an option that can be used in lieu-of calculating the Water Quality Treatment Best Management Practices formula, which can be considerably higher for developers. Councilmember Larsen questioned what this new fee actually is for if there is already a connection charge in the schedule; he is concerned that the City is increasing development costs and in turn creating less affordable housing options. Public Works Director Herb Amick stated that the City currently does not allow for an actual hook-up to the City's current stormwater system that was decided years ago that was based on capacity issues of the stormwater system. Administrator Walinski and Development Services Manager Nathan Pate further explained that this is not a mandatory fee for all developers and would be an affordable option to doing onsite retention instead, which is the current practice utilized. Councilmember Larsen is concerned that this new fee is coming based on the City's acceptance to utilize the Eastern Washington Stormwater Management Plan and that this was not part of the discussion at that time. Council and staff discussed the recent Stormwater/Wetland Master Plan and how this was included as part of that plan. Administrator Walinski stated that the City would ask Mr. Thom Kutrich to attend a future Public Works Committee meeting to discuss this item further.

Mayor Farivar noted the inclusion of a change to the City Hall Parking Lot recommended change to create the entire lot with a two-hour limit. It was noted that parking in this lot has been very challenging particularly for city related business and meetings. Councilmember Neighbors requested better clarification of the language for overtime parking fees; Administrator Walinski suggested further discussion of this in the Public Safety Committee for recommended language changes. Councilmember Brinkman questioned the new $50 holiday garbage pick-up fee and to explain this further. Administrator Walinski explained that the reason behind this new fee is to allow the City to recover the administration and overtime staffing costs that are generated. There was a brief discussion on whether the fee is correct; Administrator Walinski suggested using the first year as a trial run to see how many businesses participate in the request.

5. Skatepark Update

Director Amick provided the Council with an update on the progress to create a final contract with Grindline based on the location and park design needs. A public meeting is tentatively being scheduled to take in community comments on November 17th with a tentative follow-up meeting on January 12th. The plan is to begin construction in the spring of 2017 with completion by the summer of 2017 based on the $175,000 budget plan.

Councilmember Bretz updated the Council on a recent meeting with some of the community members that are not part of the ad hoc committee but are vested in the decisions; she noted that although there are some concerns at how the selection progressed, that the majority of the group is confident in Grindline's ability to design and construct a new skatepark. She added that the group is working on fundraising dollars for additional amenities such as lighting, landscaping and a roof for shade; she noted that the costs associated with a roof for shade are likely beyond their funding ability at this time. She stated that the group is submitting an application to the County for lodging tax fund dollars to help assist in getting the dollars for lighting and some landscaping at this time and questioned the need for the City to sign the grant application. Administrator Walinski stated that the City Council could add a motion to this evening to support the grant application as a fiscal agent of the grant.

6. Discussion: Existing Structures and Setbacks

Manager Pate stated that staff is seeking some additional guidance from the Council on how to proceed with changes being requested on existing structures and setbacks as outlined in the packet materials. He reminded the Council that they have authority to amend and modify sections of the City's codes with exception to requirements as set forth by the International Building Code (IBC). Within those parameters is the option to look at setback requirements, amend them and/or remove them. He discussed the specific setback requirements for different locations of a building site such as setbacks for front yards, side yards, back yards and alleyways. There are considerations that need to be reviewed specifically in the case of an alleyway to ensure proper easement access for utilities and maintenance.

Manager Pate stated that the code currently has the Administrative Deviation of up to 20% that staff is allowed to work with on an individual project; this is one option to consider expanding the staff's ability to deviate further than 20%. Legal concerns with creating new code language that affects only existing structures is a case for concern with the City Attorney; case law has proven that this would be a fairness issue and that the City should consider the same code language for existing and new structures to avoid future litigation cases. Administrator Walinski added that if the Council wants to entertain a zero lot line (0-foot setback) requirement then this would be the staff's recommendation for all structures existing and new to avoid legal concerns. Mayor Farivar explained some ramifications to allowing a zero lot line in the code in that sliding snow would slide onto other property owner's property. Administrator Walinski clarified that the IBC does include fire related setbacks for homes that would require some separation from home to home; however, in the case of an alley, a garage roof may be dumping snow into the right-of-way of the alley or a neighbor's property. Councilmember Larsen reiterated his concern with the need to move an existing structure regarding a change of use that requires the move due

to setback requirements; he believes that the current code is a hindrance to changing existing structures over time and that there has to be a better solution. Councilmember Bretz stated that city codes change over time specifically to address concerns such as these and to eliminate the issues over time. She added that she does not agree with Councilmember Larsen's justification to apply zero lot line rules only to existing structures; there must be fairness to all structures. Council continued to discuss options for looking at the change of use code language that might be able to be amended to alleviate some of the concerns. Councilmember Larsen stated that it is illogical to him that there is not a separate option available for setbacks for existing structures.

Mayor Farivar stated that the current setback is 8 feet; she questioned Councilmember Larsen if a 4-foot setback is acceptable and whether or not that is acceptable to the Council for new construction. Councilmember Bretz stated that she is not comfortable with just choosing a number; she would like to have reasoning behind what the setback should be and supports the Planning Commission's involvement in researching and developing justification for a change. Councilmember Larsen responded that it should just be a 5-foot setback; he added that he would like the attorney to look into options that may be related to historical structures. Councilmember Larsen stated that with this code in place the City is doing nothing to support changes and the need for affordable housing. Mayor Farivar disagreed noting that the City does significant changes continually to support change and growth; she added that staff has put considerable time into this topic and coming up with ideas for the Council to consider. Several Council members concurred that a zero lot line could be problematic and are in support of allowing the Planning Commission to review this and make a recommendation. Councilmember Neighbors noted her concern with existing alleyway width's that should also be considered. Council members Wearne and Brinkman concur that the Planning Commission should do the research and Councilmember Wilson added that she supports the attorney input as well for fairness issues.

7. Mountain Pact Letter of Support

Administrator Walinski reminded the Council of the previous letter of support request, subsequent meetings on supporting the Pact on different initiatives and the current letter of support request to support legislation in improving wildfire management efforts. Councilmember Wilson voiced concern at seeing Leavenworth listed as a supporting City on the Pact's website when the City has not officially agreed to be a supporter; however, with acceptance of this letter it would be appropriate. Councilmember Neighbors stated that she would like to see the Washington Representatives be cc'd on this letter if the Council chooses to support it.

8. Quarterly Update Future Council Agenda Items / Project Tracking

Administrator Walinski noted that the Project Tracker is included to inform the Council on the status of major projects and initiatives. He asked if Council members have any questions on specific projects. There was a brief discussion on how and when certain projects are done based on time of year, staff availability and project funding.

Councilmember Bretz questioned when the Comp Plan Updates would be completed. Manager Pate stated that the expectation is to complete the remaining sections by the deadline of December 2017. He briefly discussed the elements that have been completed and the few that

are remaining. He noted that the Council has been approving sections as the Planning Commission has completed their review; at this time the Economic Development and Transportation elements are the two remaining major elements.

Councilmember Larsen questioned the objectives regarding the rezoning on the Willkommen Village property noting concern with past contractual agreements and past discussions with the Riverbend Association. Manager Pate noted that the Planning Commission is reviewing this rezoning request and the applicant has been informed that the rezoning will not be recommended by the Planning Commission Manager Pate stated that the Planning Commission has done a majority of their review on their docket related items and that the Council will see their recommendations in early January; there are no issues related to the contractual agreements.

9. Quarterly City Newsletter Recommendations – Distribution in November

Mayor Farivar asked the Council if they have additional ideas for articles in the November newsletter. Councilmember Wilson stated that she would like to do a fun but educational article on what to believe or not believe from what people hear in the community but rather to reach out to the City or Council for clarification. Councilmember Bretz added that this might be a good topic to include the communication circle that was created.

Councilmember Larsen suggested adding an article on the utility rates and holding the line this year for future increases later. It was suggested to include an explanation of the budget process and property tax increases.

10. Council Open Discussion

Mayor Farivar updated the Council on the Fire Department wanting to increase rent payments to the Chelan County Sheriff's Office for their office at the Fire Hall. She stated that she was approached by the County to assist in paying the monthly rent. Councilmember Larsen stated his concern at ongoing increases from the Sheriff's Office for services that is problematic in that the County is expecting the small communities to continually pay for the services of the entire area even though it includes the County's responsibility to cover outside city residents. Council members continued to discuss the needs of both the Fire Department and Police Departments for increased revenues, how County revenues are generated through property taxes and what is the City's role in supporting services. Councilmember Larsen stated that this was all discussed as part of the last contract as well. Councilmember Bretz added that it is one thing to pay for contracts and annual increases in those contracts but to start paying operational bills is not acceptable.

Administrator Walinski provided an Association of Washington Cities handout on legislative priorities and the 2015/2016 City of Leavenworth Legislative Priorities for review. He asked that the Council consider items that the City of Leavenworth would like to support in the upcoming legislative session and this would be a discussion item at a upcoming study session..

Councilmember Brinkman said he would like to talk in the future about the difference of what a Metropolitan Park District versus the Upper Valley Park and Recreation Service Area could

provide for projects like the Salmon Life Cycle project. He noted that as the previous Administrator for the City he had been looking into this as an option.

Councilmember Wearne voiced her concerns at how dissatisfied Chamber Director Nancy Smith may have been regarding the discussion today on the alcohol use in the parks. She feels that Director Smith is still uneasy with the result of today's discussion and she does not have confidence that the discussion on alcohol in the right-of-way was understood. Councilmember Larsen reiterated his concerns at commercializing parks, for instance when the Council considered Segway's; the more you allow them for commercial use, the more requests will come. Councilmember Bretz stated that she believes this will be back in the future for further discussion because she feels that there is community needs and wants for expanded uses; however, she is comfortable with the current steps being taken to address some conflict concerns with the current code.

Study Session adjourned at 12:05 PM.

APPROVED

Cheryl K. Farivar
Mayor

ATTEST

Chantell Steiner
Finance Director/City Clerk

DRAFT

LEAVENWORTH CITY COUNCIL MINUTES
October 11, 2016

Mayor Farivar called the October 11, 2016 Leavenworth City Council meeting to order at 6:30 PM and Link Transit Executive Director Richard DeRock led the City Council in the Flag Salute.

ROLL CALL

Council Present: Mayor Cheryl K. Farivar, Elmer Larsen, Carolyn Wilson, Gretchen Wearne, Mia Bretz, and Margaret Neighbors.

Staff Present: City Administrator Joel Walinski, City Attorney Tom Graafstra, Chantell Steiner, Nathan Pate, Herb Amick, and Sue Cragun.

Mayor Farivar excused Councilmember Richard Brinkman from the meeting.

APPROVAL OF THE CONSENT AGENDA

Consent Agenda

1. Approval of Agenda
2. Approval of September 27, 2016 Regular Meeting Minutes
3. 2016 Claims $412,208.06
4. September 2016 Payroll $235,666.52
5. PRSA Voucher Request $12,000.00

Councilmember Bretz motioned to amend the consent agenda to include action item number 5 regarding Chelan County Grant Lodging Tax Grant Application for Skatepark funding. The motion was seconded by Councilmember Wilson and passed unanimously.

Councilmember Larsen motioned to approve the consent agenda as amended. The motion was seconded by Councilmember Neighbors and passed unanimously.

WSDOT PROJECT AWARD PRESENTATION

WA State Department of Transportation (WSDOT) Local Programs Director Ms. Kathleen Davis presented Mayor Farivar with a plaque on behalf of WSDOT Local Programs and the Federal Highway Administration (FHWA). She congratulated the City of Leavenworth on the Commercial Street Reconstruction project and stated that the project was selected for the 2016 Award of Excellence in the Best City Project category. She said that the project was selected due to the City's effective community engagement and improved safety benefits. FHWA Washington Division Administrator Mr. Dan Mathis and North Central Region Local Programs Engineer Mr. Paul Mahre each spoke to the project and the transformation of Commercial Street. On a final note, Mayor Farivar gave a brief history of Commercial Street, stated how proud she is of the project, and thanked the presenters for their contribution to the project.

PUBLIC SAFETY REPORT: SERGEANT BRUCE LONG, LIAISON OFFICER

None.

COUNCILMEMBER AND COMMITTEE REPORTS

DRAFT

Councilmember Neighbors reported that she attended the Oktoberfest Procession, Study Session meeting, Ad Hoc Skatepark, Festhalle Oversight, and Parks Committee meetings. She reported on the Parks meeting and stated that the Committee discussed the recent Ad Hoc Skatepark Committee meeting, ice rink proposal, and extending the agreement for the fishing pond at Waterfront Park. She added that Public Works Director Herb Amick updated the Committee regarding Eagle Scout Projects, lighting at the pump track, river access, bottle filler drinking fountains, and the Osborn Elementary School tennis court project.

Councilmember Bretz reported that she attended the Ad Hoc Skatepark Subcommittee meeting and reported that there will be a separate community meeting to discuss fundraising. She also attended the Parks and Public Works Committee meetings.

Councilmember Larsen reported on the Residential Advisory Committee (RAC) meeting and stated that the Committee received an update and education from PUD representatives regarding the new Substation. He said that there was discussion and concern regarding the lack of using underground lines and the visual impact that will bring; there will be a presentation to the Council, another group session, and a presentation at the Firehall prior to the Special Planning Commission meeting on Nov. 2 2016; the PUD is looking to have sign off by the City and the public soon. He went on to report on the Public Works Committee meeting and stated that the Committee discussed the upcoming Highway 2 Crosswalk projects, purchasing a garbage truck from the City of Cashmere, a regionalization utilities benefit study regarding wastewater, and a brief discussion of the upcoming street funding that the City is applying for. On a final note he added that the fencing installation work had begun around the P2 parking lot and work will resume following Oktoberfest.

Councilmember Wearne reported that she attended the Ad Hoc Skatepark and Public Safety Committee meetings.

Councilmember Wilson reported that she attended the Oktoberfest Procession, participated in the Keg Tapping Ceremony, and will be doing the same on this next final weekend. She said that she attended the Public Works and Public Safety Committee meetings and will be attending the Upper Valley Museum Board meeting later in the week. She reported on the Public Safety Committee meeting and stated that the Committee received a report from Sergeant Long and had a discussion regarding Oktoberfest. She said that Fire District #3 Assistant Chief Horner discussed fire inspections and confirmed that 198 inspections have been completed with 18 remaining for reinspection prior to the end of the year. On a final note she said that further discussion included another stop sign location request that did not meet the necessary warrants, a radar speed sign that provides reports is being purchased by the City, the City Hall parking lot and the lack of parking availability, and alcohol use in the City's parks.

MAYOR/ADMINISTRATION REPORTS

Mayor Farivar reported that she participated in the Oktoberfest Procession and Keg Tapping Ceremony. She expressed her thanks to Mr. and Mrs. Bill and Ziggy Wilms for providing the horse and carriage for the Oktoberfest Procession and other parades throughout the year. She said that Mr. and Mrs. Wilms have demonstrated a tremendous dedication to the City. She went on to report on the morning Study Session meeting and stated that the Council received a report from the Chamber of Commerce, received a presentation on the Salmon Lifecycle Learning Landscape and Fishing Pond by Ms. Kara Zupke with Pacific Engineering, reviewed the budget priorities, discussed the rate and fee schedule, received an update on the Skatepark, discussed existing structure and setbacks, reviewed a

draft letter of support from The Mountain Pact, reviewed the future Council agenda items and project tracking documents, and suggested items to be included in the quarterly City Newsletter.

City Administrator Joel Walinski updated the Council on the Festhalle improvements and stated that the recently purchased lighting to replace the theater lighting was delivered today, the staging was approved to be purchased and has been ordered, the Committee is planning a Christmas movie night for each of the three Saturdays during Christmas Lighting; movies will be free to the public.

Development Services Manager Nathan Pate reported that the Special Planning Commission meeting on October 19th will have eight public hearings to include the Wetland & Stormwater Master Plan.

Public Works Director Herb Amick reported that the late night construction work on Highway 2 near Alpensee Strasse will be taking place for the next few nights.

COMMENTS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA

Mayor Farivar recognized the two students in attendance at the City Council meeting. The students were in attendance for their "Citizens of Washington in a Contemporary World" class criteria at Cascade High School. Ms. Mikayli Thorp and Ms. Hailey Schroeder introduced themselves and stated that they have not yet identified a project for their "Project Citizen" volunteer work. Mayor Farivar and the City Council thanked the students for attending the meeting and the Mayor gave each student a City of Leavenworth lapel pin.

Josh Wulfman, 136 Prospect Street, Leavenworth; Mr. Wulfman stated that he is excited about moving forward with the Skatepark; the Committee will plan on the original $175,000 cost and anything else that they may raise up to the beginning of construction. He stated that he appreciates the community support and how quickly the project is moving forward.

Mike Leeds, 1736 Lincoln Park Circle, Wenatchee; Mr. Leeds stated that the skateboard community is very excited about moving forward; there was a recent Skatepark meeting that had a great turnout, fundraising and enhancements for the Skatepark were among the discussion items, they are applying for the Chelan County Lodging Tax grant funding to pay for lighting and perimeter landscaping and he appreciates the City's support in this endeavor. He reiterated that they want to make the Skatepark the best that it can be for the community and the skaters.

Andy Barber, 12726 Shore Street, Leavenworth; Mr. Barber stated that he has property at 620 Birch Street; he apologized for forgoing the permit process and converting his garage into a residence. He said that he has just heard of the extreme need for affordable housing, people want to move in to the residence. He said that he would like to comment on the Accessory Dwelling Unit (ADU) setback issue that was discussed at the morning Study Session and agrees with option number 4 which will use a sliding scale in regard to alley easement width. He went on to address affordable housing and how that relates to his residence. He also stated that he understands the life safety issue, although as a former fireman, he hasn't heard of vehicle/building incidents in the past. He said that this is an opportunity for affordable housing with limited bureaucracy, as people need housing now.

Jennifer Anderson, 802 Pine Street, Leavenworth; Ms. Anderson stated that she was informed that the 10 foot pathway is being installed in 48 hours and has missed some communication from the City regarding Pine Street. She feels that there was communication in the beginning, but now the project has begun and she would like to see more communication from the City. She went on to say that she felt a sidewalk would be better. Mayor Farivar explained that in order to apply for grant funding, the

10 foot pathway was necessary and will provide access to school children walking and/or riding bikes as well as pedestrian uses. Ms. Anderson said that she is also surprised that the Developer is doing the work and feels that the prices of the lots are as such because he is constructing the street in front of his development. She didn't know that the construction of a city street would be the responsibility of a developer to develop. She was hoping that the lots in the development would have been a part of an affordable housing area; she noted that the lots are unaffordable. She went on to explain that the streets were mapped in 1994 and their status of repair recorded. She said that there is neglect and disconnect from the City to the Community in the City's responsibility for street improvements. She went on to reiterate her need for communication regarding Pine Street.

Craig Hess, 575 Cascade Street, Leavenworth; Mr. Hess questioned the Council regarding their knowledge of the developers plans for Pine Street. He went on to address stormwater and his dissatisfaction with the City's processes. He addressed the 10 foot path, stated that it was unnecessary, and questioned why the City is paving city property if they are so concerned about stormwater. He said that the City had the opportunity to narrow the street and save some green space, and now it is set in motion. He asked the Council if they had an option or if they chose the path of least resistance. Councilmember Larsen stated that the City did a typical cross section so that the developer could move ahead with his project. He reiterated that growth pays for growth as a part of the growth management act. He said that looking at the cross section, the City would have jeopardized funding by narrowing the path; the path helps the kids walking to and from school and gets them out of the street entirely. He said that was the driving force for the rationale. He went on to address the status of the project, available funding, engineering status, and design decisions that will need to be made. On a final note, Mr. Hess questioned why the City's logo is on The Mountain Pact website as an engaged partner. Councilmembers agreed that it was likely assumed by The Mountain Pact that The Mountain Pact has the support of the Council.

Mary Pat Barton, 611 Cedar Street, Leavenworth; Ms. Barton requested the width of the original Pine Street. Mayor Farivar confirmed that it is at varying widths.

PRESENTATION BY LINK TRANSIT – RICHARD DEROCK

Mr. Richard DeRock, Executive Director of Link Transit provided an update to the City regarding future plans for Link Transit. He said that the transit company is in a major strategic planning process, Link is in its 25th year of service, and would like to engage our communities in conversation about a shared future. He said that in the beginning, Link's original mission was to connect the communities and noted that urbanization has changed the environment and the mission will need to evolve in regard to congestion, single occupancy cars, and unique things that impact any given particular area. He said that Link is engaging their management, Board members, all employees, and strategy partners. He went on to address the unifying interest among riders and non-riders, connecting the communities as growth takes place, meeting fiscal challenges, and a request for community input during Link's ongoing community outreach. He briefly touched on the fact that Link has not gone to the voters to increase the sales tax; 70% of Link's budget is provided by sales tax. On a final note he addressed the new Park N Ride that will be located behind Safeway in the Willkommen Village development and explained how that route will work and the efficiency that it will provide the riders as well as the local residents.

PUBLIC HEARING: COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT PERFORMANCE OF THE MEADOWLARK AFFORDABLE HOUSING PROJECT @ 6:45 PM

Mayor Farivar opened the Public Hearing at 8:04 PM.

Finance Director Chantell Steiner stated that this is a formal public hearing to close out the Community Development Block Grant (CDBG). She confirmed that the City received a $750,000 grant to assist the Meadowlark Affordable Housing project; the project has unfortunately come to a stop. She said that the grant is being closed out; there are several requirements for reporting successes and performance of the grant, unfortunately since the project did not proceed into construction, all of the answers to the performances is not applicable. She read a summary of what happened with the grant and where we are today.

"In 2012 the City of Leavenworth applied for the Community Development Block Grant (CDBG) with the intent of the grant to provide funding to benefit affordable housing needs (Direct Benefit Only) in Leavenworth that was submitted based on an area-wide benefit to extend City water and sewer systems to serve 30 new affordable housing units for Low-Moderate Income Households. The qualifications for project beneficiaries would be based on household qualifications that would have taken into account applicants with a very low (30%), low (50%) and moderate (80%) income levels. In the application, the City submitted the request with estimates of fulfilling this requirement at 100% for the 30 units at an estimate of 130 persons to be served. The estimated population to be serviced would have included applicants already on a waiting list with a breakdown of 60 persons in the Moderate level, 43 persons in the Low level and 27 persons in the Very Low level. Over the course of the project through the planning and design phases, new information on construction and housing costs developed that escalated the costs of the project by several million dollars that the City nor its development partners, Upper Valley MEND & several private parties, could attain additional funding to support the increased costs. Unfortunately the City and development partners made the decision in July 2016 to cease further development of the project and proceeded with a plan to close out the CDBG grant. Although the City attempted to find additional creative uses for the grant there just was not enough funding available to make a successful project; therefore, the area-wide benefit summary is no longer applicable to the closure of the grant. Consequently, the following Contract/Subcontract Activity Report and Labor Standards Compliance Report on the following pages also include non-applicable responses to the closure of the CDBG grant.

The City of Leavenworth would like to extend their appreciation to the Department of Commerce Staff for all their efforts to assist the City in exploring the options and creative ways to proceed with the project and is grateful for the exceptions, modifications and contract amendment provided to assist in some of the planning and administrative costs from the design and planning phase of this project. Affordable Housing remains to be a significant need for the citizens of Leavenworth and the City Staff will continue its efforts in the future to work with the Community and the Department of Commerce to fulfill these needs in the future."

Mayor Farivar asked if anyone from the public would like to comment. Hearing no comments, Mayor Farivar closed the Public Hearing at 8:10 PM.

RESOLUTIONS, ORDINANCES, ORDERS AND OTHER BUSINESS

1. Second Reading Ordinance 1529: Alcohol Use in the Parks

Public Works Director Herb Amick stated that the City Council is being asked to adopt Ordinance No. 1529 regarding Alcohol Use in the Parks. He said that the new language will allow consumption and sales of alcohol in Front Street Park during Bavarian festivals between the hours of 1:00 PM to 7:00 PM. He reiterated that this ordinance pertains to Front Street Park and that alcohol will still be

prohibited in all other City Parks. Councilmember Bretz stated that she is happy that we were able to fix a rule that we were breaking, and this ordinance remedies that; although she is still disappointed that the language is so restrictive and won't allow for wine tasting at farmer's market and other local activities. She said that she would love to see more opportunities for our community members and doesn't feel that everything needs to be Bavarian in nature as the community isn't all Bavarian in nature, but recreation, arts and culture, and food and wine. Councilmember Larsen stated that this is still a family town and that there is a time and place for alcohol and doesn't want to see the Farmers Market become a wine and food event. He hopes that the City continues slow, deliberate, and cautious in regard to alcohol in the parks.

Mary Pat Barton, 611 Cedar Street, Leavenworth; Ms. Barton stated that the parks are the safety zone for families. She said that people already drink in the parks and she thinks that alcohol in the Front Street Park should end at 4:00 PM which would then allow people to patronize the local bars and restaurants. She reiterated that she doesn't want Leavenworth to become a party town.

Councilmember Neighbors motioned to approve Ordinance 1529 – Alcohol Use in the Parks. The motion was seconded by Councilmember Larsen and passed unanimously.

2. 2017 Chelan County Prosecution Services Agreement

City Administrator Joel Walinski stated that the City Council is being asked to approve the 2017 Chelan County Prosecution Agreement for prosecution services through the Chelan County Prosecuting Attorney. He said that the price for the annual 2017 contract is $12,150 which is calculated at a rate of $225 per case and a $15 per case increase over last year. He went on to compare the contract rates over the last few years. He noted that because the contract is based on the number of cases from the previous year, the annual rate has decreased by $1,290.

Councilmember Wilson motioned to approve and authorizes the Mayor to sign the 2017 Chelan County Prosecution Service Agreement. The motion was seconded by Councilmember Wearne and passed unanimously.

3. Proclamation – United Way Month

City Administrator Joel Walinski stated that the City Council is being asked to support a Proclamation that states the City of Leavenworth's support and appreciation to the United Way volunteers, donors, and the United Way partner organizations during the month of October in celebration of United Way Month. He noted that the United Way of Chelan and Douglas Counties has served the people of the region for over 75 years.

Councilmember Wearne motioned to approve the Proclamation in support of United Way Month. The motion was seconded by Councilmember Larsen and passed unanimously.

4. Mountain Pact Letter of Support

City Administrator Joel Walinski stated that the Council is being asked to support and authorize a letter related to public lands and fire funding reform in support of The Mountain Pact. The letter would be addressed to Congressional leadership, looking at the impact that shrinking Forest Service and Interior Department budgets have on our western mountain towns and urging them to take this into account in their fall budget negotiations. He said that the Mountain Pact is a coalition of western tourism based cities empowering the mountain communities to face the economic and environmental stresses from a

number of different conservation policies, climate change, etc. Councilmember Neighbors suggested adding our local Congressional Representatives as recipients of the letter.

Councilmember Bretz motioned to support the Mountain Pact coalition of Cities requesting Congressional leadership support additional congressional funding for better forest management relating to the public lands and fire funding reform. The motion was seconded by Councilmember Neighbors and passed 4/1 with Councilmember Wilson opposed.

5. Chelan County Lodging Tax Grant Application

City Administrator Joel Walinski stated that the City Council is being asked to authorize the Mayor to sign a funding application for Chelan County Lodging Tax Grant funding to provide amenities for the Skatepark that will be constructed next spring. He said that Councilmember Bretz will be working with the skatepark community in writing the grant application; Staff will review the application prior to submitting the final application.

Nancy Smith, 12685 Wilson Street, Leavenworth; Ms. Smith stated that she feels that the funding request should cover more of the items that will truly enhance the Skatepark and attract more of Leavenworth's visitors to the Skatepark with their families. She has encouraged the skateboard community to request additional funding as this project promotes health and wellness, outdoor recreation, and is located in a destination. She stated that these are the reasons that there is opportunity to request more funding.

Mike Leeds, 1736 Lincoln Park Circle, Wenatchee; Mr. Leeds confirmed that he has taken notes from Ms. Smith and has emailed those notes to the grant writers. He said that he is happy to work with Ms. Smith in promoting the new Skatepark through the Leavenworth Chamber of Commerce. He asked the Council if Grindline will be looking for public input next month. Administrator Walinski stated that the Council will be asked to approve the Grindline Contract on October 25th and noted that there is a tentative kick-off meeting scheduled with the public on November 17th.

Councilmember Neighbors motioned to authorize the Mayor to sign the Chelan County Lodging Tax Request for Funding application for skatepark improvements. The motion was seconded by Councilmember Bretz and passed unanimously.

INFORMATION ITEMS FOR FUTURE CONSIDERATION

Mayor Farivar stated that the Transportation Benefit District Meeting will immediately follow the City Council Meeting, Interviews for the open Council seat will take place on October 18th at 5:00 PM, the PUD Substation Update will take place during the October 25th City Council meeting, and the Planning Commission Public Hearing on Overnight Rentals will be held on November 2nd at 7:00 PM.

EXECUTIVE SESSION 42.30.110(1)(c) PROPERTY SALE

Mayor Farivar asked for a motion to recess into Executive Session at 8:30 PM for approximately 10 minutes to discuss property sale with no action to be taken.

Councilmember Wilson motioned to recess into Executive Session at 8:30 PM for approximately 10 minutes to discuss property sale with no action to be taken. The motion was seconded by Councilmember Neighbors and passed unanimously.

Executive Session was extended for 5 minutes at 8:40 PM.

Mayor Farivar reconvened the regular City Council meeting at 8:45 PM

ADJOURNMENT

Seeing no other business, Councilmember Larsen motioned to adjourn the October 11, 2016 meeting of the Leavenworth City Council. The motion was seconded by Councilmember Wilson and passed unanimously.

The meeting adjourned at 8:46 PM.

APPROVED

Cheryl K. Farivar
Mayor

ATTEST

Chantell Steiner
Finance Director / City Clerk

DRAFT

LEAVENWORTH SPECIAL CITY COUNCIL MINUTES
October 18, 2016

Mayor Farivar called the October 18, 2016 Leavenworth City Council Special meeting to order at 5:00 PM and City Attorney Thom Graafstra led the City Council in the Flag Salute.

ROLL CALL

Council Present: Mayor Cheryl K. Farivar, Elmer Larsen, Carolyn Wilson, Gretchen Wearne, Mia Bretz, Margaret Neighbors and Richard Brinkman.

Staff Present: City Administrator Joel Walinski, City Attorney Tom Graafstra, and Chantell Steiner.

RESOLUTIONS, ORDINANCES, ORDERS AND OTHER BUSINESS

1. Conduct Candidate Interviews for Open Position No. 5 City Council Seat

Beginning at 5:02 PM interviews began with the following interviews occurring:

John Bangsund	5:02 PM – 5:27 PM
Sharon Waters	5:30 PM – 5:46 PM

EXECUTIVE SESSSION: RCW 42.30.110 (1)(h) Evaluate Qualifications of Candidates for Appointment to Elective Office

Councilmember Wilson motioned to enter into Executive Session at 5:47 PM under RCW 42.30.110 (1)(h) to evaluate qualifications of candidates for appointment to elective office for 10 minutes with action to be taken. The motion was seconded by Councilmember Bretz and passed unanimously.

Council reconvened into regular session at 5:57 PM.

Council members proceeded to provide the City Clerk Chantell Steiner with ballots identifying their separate choices for their candidate of choice. Upon tallying the votes, City Clerk Steiner announced that the result is three votes for Ms. Sharon Waters and three votes for Mr. John Bangsund, which per the Council selection process, in the case of a tie; the Mayor will need to provide the tie breaking vote.

Mayor Farivar took a moment to consider her vote noting that both members are outstanding citizens and are both deserving of the appointment. In conclusion Mayor Farivar announced that her vote, based on past Council experience, is for Mr. John Bangsund.

2. Motion to Appoint Candidate to Open Position No. 5 City Council Seat

Mayor Farivar and the Council thanked the candidates for participating today and specifically encouraged Ms. Waters to continue seeking participation into public office positions.

Councilmember Wilson motioned that the Leavenworth City Council moves to appoint John Bangsund to fill the vacancy Position Number 5 of the Leavenworth City Council effective October 18, 2016

DRAFT

through the term of office ending on December 31, 2017. The motion was seconded by Councilmember Neighbors and passed unanimously.

ADJOURNMENT

Seeing no other business, Councilmember Bretz motioned to adjourn the October 18, 2016 Special meeting of the Leavenworth City Council. The motion was seconded by Councilmember Larsen and passed unanimously.

The meeting adjourned at 6:05 PM.

APPROVED

Cheryl K. Farivar
Mayor

ATTEST

Chantell Steiner
Finance Director / City Clerk

DRAFT

TAB 1

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

Gretchen Wearne
Mia Bretz
Margaret Neighbors
Richard Brinkman
Position No. 5 - Vacant
Joel Walinski - *City Administrator*

NOTICE OF WATER UTILITY DEVELOPER REIMBURSEMENT AND COLLECTION AGREEMENT APPLICATION AND HEARING

TO:	Recreational Adventures Co. PO Box 295 Hill City, SD 57745	Willkommen LLC 2626 58th Ave SW Seattle, WA 98116
DATE:	October 4, 2016	

NOTICE IS HEREBY GIVEN, Pursuant to RCW 65.08.170, that the City of Leavenworth intends to levy a charge on real property pertaining to improvements constructed in accordance with a Developer Reimbursement and Collection Agreement (DRCA) authorized by RCW 35.91, and additional connection charges authorized by RCW 35.92.025. Such levy and charges are to be paid by the parties identified within the "Benefit Area" upon connection to City water utilities. Your property is located within the identified Benefit Area.

Swiss Hotel Leavenworth, LLC, hereinafter referred to as the "DEVELOPER" has applied to the City of Leavenworth, Washington for a Developer Reimbursement and Collection Agreement in accordance with State law and Chapter 14.04 of the Leavenworth Municipal Code. The Developer has submitted plans and permit application(s) for construction of waterline system improvements as described and/or illustrated in attached Exhibit "A" and as found on-file with the City, as part of the requirement for development of their property located at 301 Ward Strasse, Leavenworth.

The Developer has petitioned the City to levy latecomers fees for a total of four (4) distinct parcels of real property identified as having a potential to be benefitted and served by the Developer's improvements to the City water system in the future. Said properties are identified as the "Benefit Area" for purposes of the proposed Agreement, as shown and described within Exhibit "B."

Upon approval and recording of the Agreement, no person, firm or corporation within the Benefit Area shall be granted a permit or otherwise authorized to tap into or use any water facilities subject to a DRCA contract without first paying to the City, in addition to any and all other costs and charges made or assessed for such tap or use, the DRCA fee required by the provisions of the Agreement. The Benefit Area as it currently exists, or may be subdivided, segregated, or altered through other activity in the future, shall be subject to all DRCA fees

established by the Agreement. Your property(s) located within the Benefit Area will be assessed the total fees due upon, and only upon, connection to the City water utility.

The reimbursement amount to the Developer shall be established so that each property subject to the latecomer fee will pay a fair pro rata share of the final costs of the improvements, plus a 2% administrative fee, as determined by any appropriate method. The amount of the DRCA fee is estimated on the best information available for any public hearing.

At the time of this Notice, the City Public Works Director has determined that pro rata shares may be determined based on total acreage of the Benefit Area, as determined by the Chelan County Assessor (59.9 acres total), including the Applicant's acreage. The developer has submitted an estimated cost for the project of $493,354.42 (See Exhibit "C"). An additional 2% administration fee shall be assessed and included in the total amount of the final construction, bringing the preliminary cost estimate to $503,221.50. The expected pro rata costs* for the Development Reimbursement Agreement, per property, to be paid upon connection to City water are as follows:

- Willkommen LLC property (See Exhibit "C" for description), totaling 29.51 Acres, or 49.27 percent of the Benefit Area - $247,937.23

- Recreational Adventures Co. property (See Exhibit "C" for description), totaling 27.39 Acres, or 45.73 percent of the Benefit Area - $230,123.19

The Developer, Swiss Hotel Leavenworth, LLC, shall not be reimbursed, nor shall be required to pay the reimbursement fee, for the Developer's property located within the Benefit Area (See Exhibit "B" for description), totaling 3 Acres, or 5.00 percent of the Area ($25,161.08).

You are hereby provided notice in accordance with LMC 14.04.100 that a public hearing shall be held before the Leavenworth City Council on October 25, 2016 with regard to the Benefit Area boundaries, and the amount of the latecomer reimbursement fee. Such hearing may be your only opportunity to make comment on the proposal.

Please contact me if you will be unable to attend, or have a qualified representative attend the hearing, or if you have any questions.

Joel Walinski
City Administrator

*The actual latecomer reimbursement fees shall be determined after construction and verification of all costs.

Exhibit A

Water system improvements are described as follows:

- 12-inch waterline unimproved right of way, between Commercial and Front Streets, from 14th Street northeasterly to US Highway 2.
- 12-inch waterline in US Highway 2, from its intersection with the unimproved right of way, southeasterly to the northwest end of the Wenatchee River bridge.
- 12-inch waterline in Riverbend Drive, from its intersection with US Highway 2 northeasterly to Ward Strasse.
- 12-inch waterline in Ward Stasse, from its intersection with Riverbend Drive southeasterly to the Developer's easternmost property boundary.

PROJECT VICINITY MAP

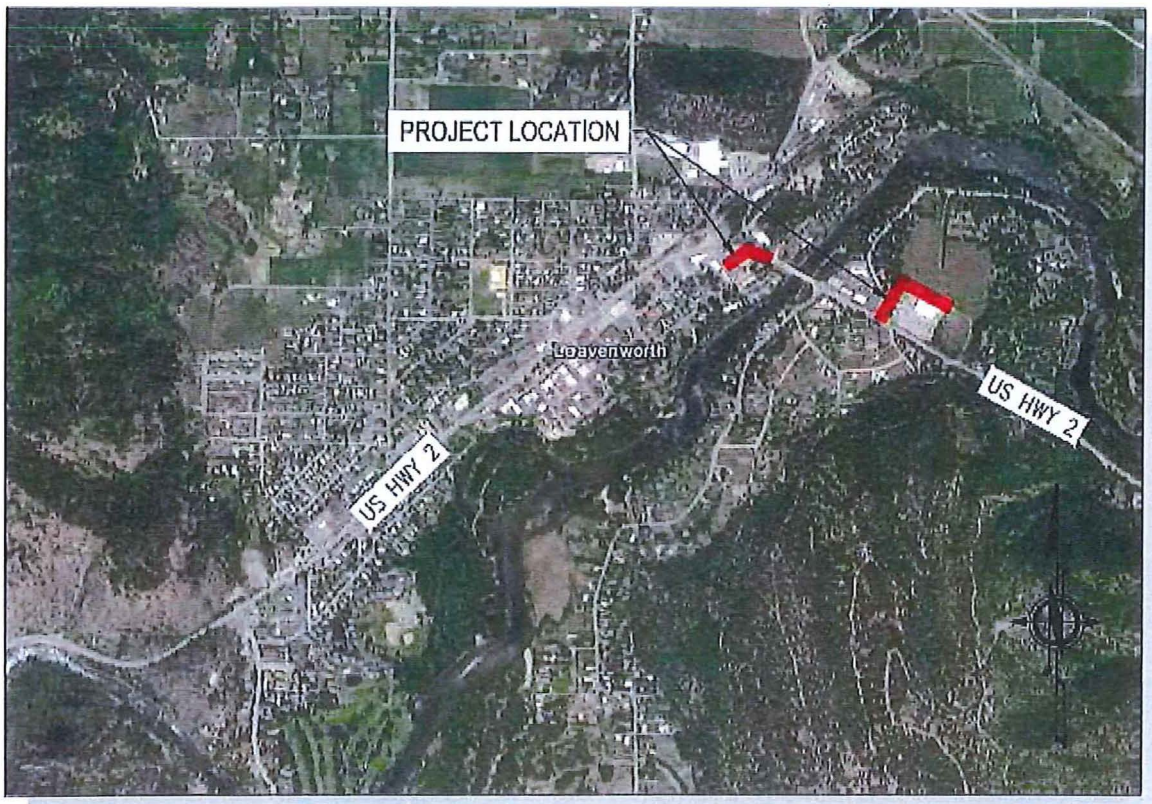
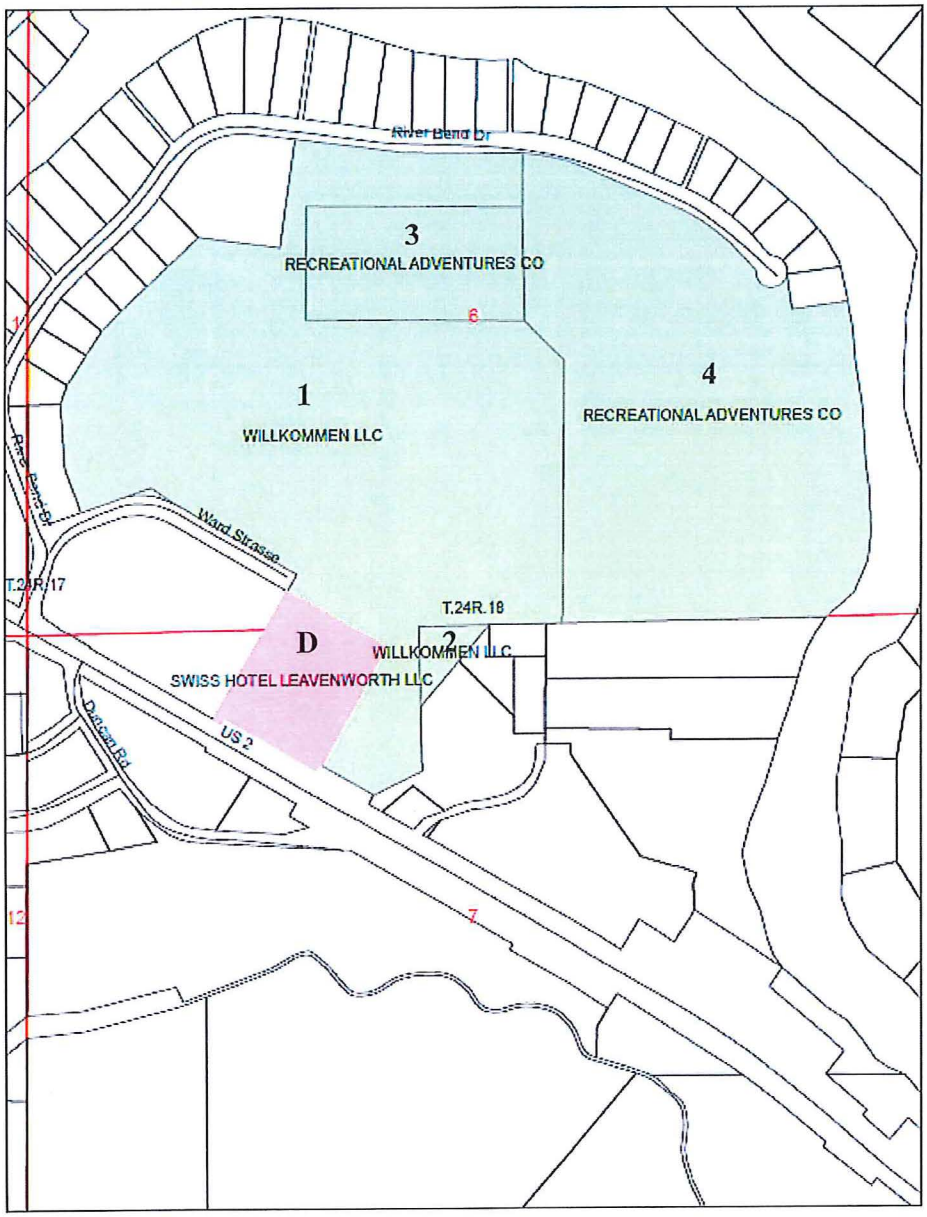


Exhibit B
Benefit Area Map and Legal Descriptions (6 pages)



Legend

Developer

Benefitted

VICINITY MAP

Northwest GEODIMENSIONS
15 N. CHELAN AVE.
WENATCHEE, WA 98801
509-663-5660

Developer Parcel

DEVELOPER: Swiss Hotel Leavenworth, LLC

ADDRESS: 2518 W Halladay Street, Seattle, WA 98119
SITE ADDRESS: 301 Ward Strasse
PARCEL AREA: 3 acres
PARCEL NUMBER: 24-18-06- 320-150
LEGAL DESCRIPTION: That portion of Government Lot 8 of Section 6, and Government Lot 1 of Section 7, all of T24N, R18E W.M. Chelan County, Washington, described as follows: Beginning at the SW comer of the said Government Lot 8, thence (N88°28'00"E 113.05 feet) as reported in that deed filed under AFN 2045750 and surveyed here as N88°25'28"E 112.55 feet along the South line of Government Lot 8 to a point on the Northerly R/W of State Highway 2 as amended by that deed as filed under AFN 2213724, thence along the said amended R/W line S59°50'20"E 481.89 feet to a found 5/8" rebar monument for the Southeasterly comer of that parcel as deeded to the Safeway Corporation under AFN 2045750 and the point of beginning of this description, thence along the Southeasterly line of the said Safeway Corporation parcel N30°10'26"E 419.00 feet, thence S59°49'30"E 319.53 feet, thence S30°10'26"W 388.90 feet to the Northerly R/W line of the said State Highway 2, thence along the said R/W line N59°50'24"W 6.44 feet to a R/W change, thence continuing along the said R/W line S30°09'36"W 20.00 feet, thence continuing along the said R/W line N59°50'24"W 299.79 feet to a R/W change, thence along the said R/W line S30°10'32"W 10.00 feet to the said R/W as amended by that deed as filed AFN 2213724, thence along the said amended R/W line N59°50'24"W 13.30 feet to the point of beginning and the end of this description.

Benefit Area Parcel 1

BENEFITTED: Willkommen, LLC

ADDRESS: 2626 58th Avenue SW, Seattle, WA
SITE ADDRESS: 11686 River Bend Drive, Leavenworth, WA
PARCEL AREA: 29.01 acres
PARCEL NUMBER: 24-18-06-330-050
LEGAL DESCRIPTION: All that part of Government Lot 8 of Section 6, Township 24 North, Range 18 East of the Willamette Meridian, Chelan County, Washington, outside and to the East of the plat of river bend park addition as recorded in volume 6 of plats at pages 71 and 72, records of Chelan County, Washington,
Together with all that part of Government Lot 1 in Section 7, Township 24 North, Range 18 East of the Willamette meridian, Chelan County, Washington, described as follows: commencing at the Northwest corner of the said Lot 1; thence North 88°36'30" East along the North line of the said Section for 93.98 feet to a ¾ inch pin on the Northerly right of way line of Primary State Highway No. 15 and the Point of Beginning; thence continuing North 88°36'30' East along the said Section line for 1058 02 feet to a 3/4inch iron pin; thence South 01°23'30" East for 400 feet, more or less, to a cross cut on a large stone; thence South 65°16'30" West for 216.25 feet to a ¾ inch iron pin on the Northerly R/W line of Primary State Highway No. 15; thence North 59°41' West along the said R/W line 175.96 feet to a concrete R/W marker; thence South 30°19' West 20 feet to a concrete R/W marker; thence North 59°41' West 300 feet to a concrete R/W marker; thence South 30°19' West for 20 feet to a concrete R/W marker; thence North 59°41' West for 511.16 feet to the Point of Beginning.

Also together with that portion of Government Lot 7 of Section 6, Township 24 North, Range 18 East of the Willamette Meridian, Chelan County, Washington, lying East of the park as shown on the plat of River Bend Park and South of the R/W of River Bend Drive as shown on the said plat.
Except that portion of Government Lot 8 in Section 6, Township 24 North, Range 18 East of the Willamette Meridian, Chelan County, Washington, described as follows: Commencing at the SE corner of the community park contained in the plat of River Bend Addition as recorded in Volume 6 of Plats at Pages 71 and 72; thence North 7°40'30' East along the East line of the said community park a distance of 120.00 feet; thence South 82°19'30" East for 60.00. Feet to the Northwest corner of the parcel of land to be described and the Point of Beginning; thence South 89°33'34' East for 606.20 feet; thence North 00°18'56' East for 150 feet, more or less, to the Southerly R/W of River Bend Drive; thence Easterly along said Southerly R/W approximately 210 feet to the East line of said Government Lot 8; thence South along the East line of Government Lot 8 to the South line of said Section 6; thence South 88°36'30" West for 70.00 feet; thence North 00°23'00' East for 725 feet; thence North 44°33'00' West for 79.25 feet; thence North 84°31'50' West for 327.93 feet; thence North 84°58'39" West for 349.32 feet; thence North 88°53'21' West for 38.44 feet; thence North 07°15'25' East for 323.91 feet to the Point of Beginning.
Also except that portion of Government Lot 8 of Section 6 and that portion of Government Lot 1 of Section 7, all in Township 24 North, Range 18 East of the Willamette Meridian, Chelan County, Washington, more particularly described as follows: Commencing at the Southwest corner of said Section 6; thence North 88°28'00' East a distance of 113.05 feet to a point on the Northerly R/W of PSH No. 15 {US Highway 2}; thence North 59°49'30' West along said Northerly R/W a distance of 98.37 feet to an intersection with the Easterly R/W of Shore View Drive, as platted, (AKA Bend Drive) and the True Point of Beginning; thence North 17°40'30" East along said Easterly R/W a distance of 119.05 feet to a point to the left, said curve having a radius of 227.59 feet; thence Northwesterly along said curve, through a central angle of 37°57'30" a distance of 150.78 feet; thence North 70°00'00" East a distance of 307.97 feet; thence South 59°49'30" East a distance of 485.83 feet; thence South 30°10'30" West a distance of 479.00 feet to the Northerly R/W of said PSH No. 15; thence North 59°49'30 West a distance of 580 feet to the True Point of Beginning.

Also except that portion of the said Government Lot 8 conveyed to the State of Washington by deed recorded in Volume 239, of Deeds Page 277, under Auditor's file No. 233438 and 2213724.
Also except that portion of Government Lot 8 of Section 6, and Government Lot 1 of Section 7, all in Township 24 North, Range 18, East of the Willamette Meridian, Chelan County, Washington, described as follows: Beginning at the Southwest corner of the said Government Lot 8; thence (North 88°28'00" East 113.05 Feet) as reported in that deed filed under Auditor's
File No. 2045750 and surveyed here as North 88°25'28" East 112.55 feet along the South line of Government Lot 8 to a point on the Northerly right of way of State Highway 2 as amended by that deed as filed under Auditor's file No. 2213724; thence along the said amended right of way line South 59°50'20" East 481.89 feet to a found 5/8" rebar monument for the Southeasterly corner of that parcel as deeded to the Safeway Corporation under Auditor's file No. 2045750 and the Point of Beginning of this description; thence along the Southeasterly line of the said Safeway Corporation parcel North 30°10'26' East 419.00 feet, thence South 59°49'30" East 319.53 feet; thence South 30°10'26' West 388.90 feet to the Northerly right of way line of the said State Highway 2; thence along the said right of way line North 59°50'24" West 6.44 feet to a right of way change; thence continuing along the said right of way line South 30°09'36" West 20.00 feet; thence continuing along the said right of way line North 59°50'24' West 299.79 feet to a right of way change; thence along the said right of way line South 30°10'32" West 10 00 feet to the said right of way as amended by that deed as filed under Auditor's file

No. 2213724, thence along the said amended right of way line North 59°50'24" West 13.30 feet to the Point of Beginning and the end of this description.
Except all that portion of Government Lot 8 (the Southwest quarter of the Southwest quarter) of Section 6 Township 24 North, Range 18 East of the Willamette Meridian, Chelan County, Washington, more particularly described as follows: Commencing at the Southwest corner of said section 6; thence North 0°01'57" West along the West line of said Section 6 a distance of 479.51 feet to a point on the Easterly right of way line of River Bend Drive and the True Point of Beginning; thence continuing North 0°01'57" West along said West line a distance of 174.30 feet to the South line of Lot 1 Block 2 of Plat of River Bend Park Addition as recorded in Volume 6 of Plats at Pages 71 and 72, records of Chelan County, Washington; thence North 87°56'03" East along said South line a distance of 95.87 feet to the Southeast corner of said Lot 1; South 03°42'49" East a distance of 186.76 feet; thence South 20°48'57" East a distance of 133.26 feet to the Northerly margin of Ward Street; thence 70°21'33" West along the Northerly margin Ward Street a distance of 97.73 feet to the Easterly right of way line, River Bend Drive; Thence Northerly along said Easterly right of way line , River Bend Drive a distance of 177.62 feet to the True Point of Beginning.
And except all that portion of Government Lot 8 (the Southwest quarter of the Southwest quarter) of Section 6, Township 24 North, Range 18 East of the Willamette Meridian, Chelan County, Washington, lying West of River Bend Drive.

Also known as Parcel B of Boundary Line Adjustment No. 2015-01LE recorded March 27, 2015, under recording No. 2415492.

Benefit Area Parcel 2

BENEFITED: Willkommen, LLC

ADDRESS: 2626 58th Avenue SW, Seattle, WA
SITE ADDRESS: unassigned River Bend Drive, Leavenworth, WA
PARCEL AREA: 0.5 acre
PARCEL NUMBER: 24-18-07-220-150
LEGAL DESCRIPTION: That portion of Government Lot 1, Section 7, Township 24 North, Range 18 East of the Willamette Meridian, Chelan County, Washington, more particularly described as follows: commencing at the Northwest corner of said Section 7; thence North 88°36'30" East along the South line of said section for 1,152.00 feet to the True Point of Beginning of this Description; thence North 88°36'30" East for 210.00 feet; thence South 43°36'30" West for 296.98 feet; thence North 01°23'30" West for 210.00 feet to the True Point of Beginning of this description.

Benefit Area Parcel 3

BENEFITTED: Recreational Adventures, LLC

ADDRESS: PO Box 295, Hill City, SD 57745
SITE ADDRESS: 11575 River Bend Drive, Leavenworth, WA
PARCEL AREA: 5.02 acres
PARCEL NUMBER: 24-18-06- 330-100
LEGAL DESCRIPTION:
Parcel A
That portion of Government Lot 8 in Section 6, Township 24 North, Range 18, East of the Willamette Meridian, Chelan County, Washington, described as follows: Commencing at the Southeast Corner of the Community Park contained in the Plat of River Bend Park Addition as Recorded in Volume 6 of Plats at Pages 71 and 72, thence Northerly along the East line of the said Community Park a distance of 120.00 feet, thence Easterly distance of 60.00 feet to the Northwest corner of Parcel 1 as shown by that record of survey on file with the Chelan County Auditor's office in Book 12 at Page 51 of Surveys, being the Point of Beginning of the parcel of land to be described, thence South 39°33'34" East along the north line of the said parcel 1 a distance of 335.35 feet, thence South 01°39'45" East a distance of 350.22 feet; thence North 84°58'39" West a distance of 349.32 feet to the Southwest corner of the said parcel 1, thence North 88°53'21" West a distance of 38.44 feet, thence North 07°15'25" East a distance of 323.91 feet to the Point of Beginning.

Parcel B:
That portion of Government Lot 8 in Section 6, Township 24 North, Range 18 East of the Willamette Meridian, Chelan County, Washington, described as follows: Commencing at the Southeast corner of the Community Park contained in the Plat of River Bend Park Addition as recorded in volume 6 of plats at pages 71 and 72, thence northerly along the east line of the said Community Park a distance of 120.00 feet, thence easterly a distance of 60.00 feet to the Northwest corner of Parcel 1 as shown by that record of survey on file with the Chelan County Auditor's Office in Book 12 at Page 51 of surveys, thence South 39°33'34" East along the North line of the said record of survey a distance of 335.35 feet to the Point of Beginning of the parcel of land to be described,
thence continuing along the said North line South 89°33'34" east a distance of 135.54 feet,
thence South 01°39'45" East a distance of 362.19 feet, thence North 84°31'50" West a distance of 136.51 feet to a point which bears South 01°39'45" East a distance of 350.22 feet from the said "Point of Beginning", thence North 01°39'45" West a distance of 350.22 feet to the Point of Beginning.

Parcel C:
That portion of Government Lot 8 in Section 6, Township 24 North, Range 18, East of the Willamette Meridian, Chelan County, Washington, described as follows: Commencing at the Southeast corner of the Community Park contained in the Plat of River Bend Park Addition as recorded in Volume 6 of Plats at Pages 71 and 72, thence Northerly along the East line of the said Community Park a distance of 120.00 feet, thence Easterly a distance of 60.00 feet to the Northwest corner of Parcel 1 as shown by that record of survey on file with the Chelan County Auditor's Office in Book 12 at Page 51 of surveys, thence South 39°33'34" East along the North line of the said record of survey a distance of 470.89 feet to the Point of Beginning of the parcel of land to be described,
thence South 01°39'45" East a distance of 362.19 feet, thence South 34°31'50" East a distance of 136.27 feet to the intersection with the Southerly prolongation of the East line of parcel 3 of the said record of survey, thence North 01°39'40" West along the said prolongation and east line of Parcel 3 a distance of

374.14 feet to the Northeast corner of the said Parcel 3, thence North 39°33'34" West along the North line of the said record of survey a distance of 135.31 feet to the Point of Beginning.

Benefit Area Parcel 4

BENEFITTED: Recreational Adventures, LLC

ADDRESS: PO Box 295, Hill City, SD 57745
SITE ADDRESS: 11401 River Bend Drive, Leavenworth, WA
PARCEL AREA: 22.37 acres
PARCEL NUMBER: 24-18-06- 340-150
LEGAL DESCRIPTION:
Parcel D:
All that portion of Government Lot 9 of Section 6, Township 24 North, Range 18, East of the Willamette Meridian, outside of the Plat of River Bend Park Addition as recorded in Volume 6 of Plats at Pages 71 and 72, and outside of the following described parcel:
Commencing at the Southeast corner of Lot 29, Block 1 of the said Plat of River Bend Park Addition and the Point of Beginning. thence South 46°25'00" West for 12 feet, thence Southerly for 100 feet along a 100 foot radius curve whose origin lies on a Southwest extension of the previous south 46°25'00" West line, thence South 10°00'00" East for 100 feet, thence North 80°00'00" East to the South edge of the Wenatchee River, thence Northwesterly along the South river edge to the Northeast corner of the said Lot 29, thence South 46°25'00" West to the Point of Beginning,
AND ALSO EXCEPT River Bend Drive right-of-way, and Government Lot 8, Section 6, Township 24 North, Range 18, east, of the Willamette Meridian described as follows:
Commencing at the Southeastern corner of the Community Park contained in the said Plat of River Bend Park Addition, thence North 7°40'30" East for 120 feet along the Eastern boundary of the said Community Park, thence South 82°19'30" East for 60 feet to the Northwest corner of Parcel 1 as shown on that record of survey as filed with the Chelan County Auditor's Office in Book 12 at Page 51, thence South 89°33'34" East along the North line of Parcels 1, 2 & 3 of the said recorded survey a distance 606.20 feet to the Northeast corner of the said Parcel 3 and the Point of Beginning of the Parcel of land to be described, thence North 00°18'56" East a distance of 150 feet, more or less, to the Southerly right of way of River Bend Drive, thence Easterly along the said Southerly right of way 210 feet, more or less, to the East line of the said Government Lot 8, thence South along the said East line of Government Lot 8 to the South line of the said Section 6, thence South 88°36'30" West along the said South line of Section 6 a distance of 70.00 feet to that 5/8" rebar as shown on that record of survey recorded Book 4 Page 39-40 Chelan County Auditor's Office thence North 00°23'00" East a distance of 725.00 feet along a line of the said record of survey to a 5/8" rebar, thence North 44°33'40" West a distance of 79.25 feet, thence North 84°31'50" West a distance of 55.15 feet to the Southerly prolongation of the east line of Parcel 3 of the said record of survey, thence North 01039'40" west along the said prolongation and the East line of Parcel 3 a distance of 374.14 feet to the Point of Beginning.

Exhibit C

Leavenworth Watermain Upgrade Estimate								
Item Number	Spec. Reference	Total Quantity	Unit	Item	Group 1	Unit Cost		Engr. Est
				Tax Schedule - See specification section	1-07.2(2)			
				PREPARATION				
1	1-09.7	1	L.S.	MOBILIZATION GROUP 1	1	$ 22,000.00		$ 22,000.00
2	2-02.5	1	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTION	1	$ 18,000.00		$ 18,000.00
				WATER				
3	7-14.5	3	EA.	RECONNECTING HYDRANT ASSEMBLY	3	$ 4,200.00		$ 12,600.00
4	7-12.5	2	EA.	AIR RELEASE AND VACUUM ASSEMBLY	2	$ 3,500.00		$ 7,000.00
5	7-09.5	9	L.F.	DUCTILE IRON PIPE FOR WATER MAIN 4 IN. DIAM.	9	$ 40.00		$ 360.00
6	7-09.5	90	L.F.	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM.	90	$ 55.00		$ 4,950.00
7	7-09.5	34	L.F.	DUCTILE IRON PIPE FOR WATER MAIN 8 IN. DIAM.	34	$ 60.00		$ 2,040.00
8	7-09.5	598	L.F.	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM.	598	$ 65.00		$ 38,870.00
9	7-09.5	942	L.F.	DUCTILE IRON PIPE FOR WATER MAIN 16 IN. DIAM.	942	$ 90.00		$ 84,780.00
10	7-09.5	70	L.F.	CASING PIPE FOR WATER MAIN 16 IN. DIAM.	70	$ 120.00		$ 8,400.00
11	7-12.5	1	EA.	GATE VALVE 4 IN. DIAM.	1	$ 1,000.00		$ 1,000.00
12	7-12.5	3	EA.	GATE VALVE 6 IN. DIAM.	3	$ 1,200.00		$ 3,600.00
13	7-12.5	3	EA.	GATE VALVE 8 IN. DIAM.	3	$ 1,300.00		$ 3,900.00
14	7-12.5	2	EA.	GATE VALVE 12 IN. DIAM.	2	$ 2,500.00		$ 5,000.00
15	7-12.5	3	EA.	GATE VALVE 16 IN. DIAM.	3	$ 7,000.00		$ 21,000.00
16	7-09.5	1	L.S.	CONNECTION TO EXISTING MAIN AT STA 10+16.3A	1	$ 3,000.00		$ 3,000.00
17	7-09.5	1	L.S.	CONNECTION TO EXISTING MAIN AT STA 10+31.9A	1	$ 4,000.00		$ 4,000.00
18	7-09.5	1	L.S.	CONNECTION TO EXISTING MAIN AT STA 15+49.6A	1	$ 4,000.00		$ 4,000.00
19	7-09.5	1	L.S.	CONNECTION TO EXISTING MAIN AT STA 28+33.3A	1	$ 6,000.00		$ 6,000.00
20	7-09.5	1	L.S.	CONNECTION TO EXISTING MAIN AT STA 30+89.5A	1	$ 3,000.00		$ 3,000.00
21	7-09.5	1	L.S.	CONNECTION TO EXISTING MAIN AT 33+17.6A	1	$ 3,000.00		$ 3,000.00
22	7-09.5	1	L.S.	CONNECTION TO EXISTING MAIN AT 37+87.8A	1	$ 3,000.00		$ 3,000.00
23	7-09.5	1	L.S.	CONNECTION TO EXISTING MAIN AT 38+58.8A	1	$ 3,000.00		$ 3,000.00
24	7-09.5	1	L.S.	CONNECTION TO EXISTING MAIN AT 39+77.5A	1	$ 3,000.00		$ 3,000.00
25	7-15.5	2	EA.	SERVICE CONNECTION IN. DIAM.	2	$ 2,500.00		$ 5,000.00
26	7-09.5	1	L.S.	ABANDONMENT OF TERMINATED WATER FACILITIES	1	$ 5,000.00		$ 5,000.00
27	7-08.5	1673	L.F.	GRAVEL BACKFILL FOR PIPE ZONE BEDDING	1673	$ 8.00		$ 13,384.00
28	7-14.5	6	EA.	HYDRANT GUARD POST	6	$ 300.00		$ 1,800.00
				SURFACING/PAVING				
29	4-04.5	300	TON	CRUSHED SURFACING BASE COURSE	300	$ 25.00		$ 7,500.00
30	4-04.5	180	TON	CRUSHED SURFACING TOP COURSE	180	$ 30.00		$ 5,400.00
31	7-08.5	20	TON	COLD PATCH ASPHALT	20	$ 150.00		$ 3,000.00
32	5-04.5	170	TON	HMA CL. 3/8" PG 64-28	170	$ 85.00		$ 14,450.00
				EROSION CONTROL AND PLANTING				
33	1-09.6	5000	DOL	EROSION/WATER POLLUTION CONTROL	5000	$ 1.00		$ 5,000.00
34	8-01.5	0.10	AC.	SEEDING AND FERTILIZING	0.10	$ 10,000.00		$ 1,000.00
				TRAFFIC				
35	8-04.5	120	L.F.	CEMENT CONC. TRAFFIC CURB AND GUTTER	120	$ 25.00		$ 3,000.00
36	8-22.5	20	L.F.	PAINT LINE	20	$ 2.00		$ 40.00
37	8-22.5	60	L.F.	PAINTED WIDE LANE LINE	60	$ 5.00		$ 300.00
38	8-22.5	30	L.F.	PLASTIC STOP LINE	30	$ 20.00		$ 600.00
39	8-22.5	100	S.F.	PLASTIC CROSSWALK LINE	100	$ 15.00		$ 1,500.00
40	8-22.5	1	EA.	PLASTIC TRAFFIC ARROW	1	$ 150.00		$ 150.00
41	1-10.5(1)	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	1	$ 50,000.00		$ 50,000.00
				OTHER ITEMS				
42	8-14.5	1	EA.	CEMENT CONC. CURB RAMP TYPE PARALLEL A	1	$ 7,500.00		$ 7,500.00
43	7-08.5	100	C.Y.	ROCK EXCAVATION	100	$ 250.00		$ 25,000.00
44	2-09.5	100	C.Y.	CONTROLLED DENSITY FILL	100	$ 150.00		$ 15,000.00
45	7-08.5	1	L.S.	SHORING OR EXTRA EXCAVATION CLASS B	1	$ 5,000.00		$ 5,000.00
46	1-09.6	20000	DOL	UNKNOWN UTILITY REPAIR	20000	$ 1.00		$ 20,000.00
							Construction Total	$ 455,124.00
							Sales Tax (8.4%)	$ 38,230.42
							Project Total	$ 493,354.42

TD&H Engineering

VIA E-MAIL

September 7, 2016

Mr. Herb Amick
Mr. Nathan Pate
City of Leavenworth
700 Highway 2
Leavenworth, WA

RE: Swiss Hotel Leavenworth, LLC – Leavenworth Water Main Extension Design – Engineer's Estimate Review

Dear Mr. Amick and Mr. Pate:

The following items received on September 6, 2016 were reviewed by our office:

- Leavenworth Watermain Upgrade Estimate, not dated.

The above mentioned document was reviewed with regards to the unit cost per item. Bid tabulation documents from the WSDOT and the City of Spokane were used for the comparison of this estimate. The Engineer's estimate was generally in alignment with bid tabs that were reviewed from the spring of 2016.

Please contact me if you have additional questions.

Sincerely,

TD&H ENGINEERING, INC.

Harlan S. Engberg
Civil Engineer

CC: FILE: J:\2016\S16-078 Leavenworth - Swiss Hotel Plan Review\02 Correspondence-Memos

303 E. 2nd Avenue • Spokane, WA 99202 • (509) 622-2888 • FAX (509) 622-2889

FOREMAN, APPEL, HOTCHKISS & ZIMMERMAN, PLLC

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Dale M. Foreman
Daniel J. Appel
Tyler D. Hotchkiss
Steven A. Zimmerman
Allison R. Foreman

October 20, 2016

City of Leavenworth
Joel Walinski, City Administrator
700 Highway 2
P.O. Box 287
Leavenworth, WA 98826

Re: Notice of Water Utility Developer Reimbursement and Collection Agreement dated October 4, 2016

Dear Mr. Walinski:

Our office represents Recreational Adventures Company, LLC ("RAC"), which received a notice from the City of Leavenworth dated October 4, 2016 regarding a request by Swiss Hotel Leavenworth, LLC ("Developer") for what is commonly called a latecomer agreement with the City for improvements to the municipal water system. RAC's property is within Developer's proposed benefit area and would be required to pay a fee of $230,123.19 in order to connect to the water system. While RAC recognizes and supports the principle behind latecomer agreements, it is concerned that the methodology proposed by the Developer to allocate the costs among the parcels within the proposed benefit are does not accurately reflect the benefit to each. RAC requests additional time to study both the boundaries of the proposed benefit area and the benefit to each parcel within that area.

RAC has hired Kirk Dosser, MAI, of Pacific Appraisals to analyze the methodology proposed by the Developer to allocate the costs among the proposed benefit area. His letter detailing his preliminary opinion is enclosed. The Developer used a per-acre approach, simply dividing the total project cost by the number of acres in the proposed benefit area. Mr. Dosser disagrees with this approach, favoring a method that values each parcel before and after the improvement, taking into account the specific nature of the property—including zoning, setbacks, and the physical nature of the property, among other things—and the benefit the improvement renders to it. Such a method would result in a more accurate allocation of cost. But to perform a complete analysis of the benefits to the parcels, Mr. Dosser would need additional time, at least 8 to 9 weeks.

Further, RAC is unclear as to how the proposed benefit area was defined. The notice received does not state that the City engineer determined the benefit area, as required by LMC 14.04.090, and instead refers to the Developer's petition identifying four parcels, including those owned by RAC. Nor does the Developer's application contain any information regarding how it determined the proposed benefit area, and RAC questions whether the area it accurately defines the limits of the benefit conferred by the planned improvements. Additional time is needed to study the issue and present the findings to the Council.

RAC representatives plan to be present at the public meeting scheduled for October 25, 2016 at city hall. RAC will reiterate the request made in this letter, which is for an additional 10 weeks to study the issues raised herein and present additional information to the City Council. As a latecomer pays the fee only upon connecting to the water system, a delay of 10 weeks will not prejudice any party. Instead, following a submission of all relevant information, the Council can confidently make an informed decision.

Thank you for the opportunity to comment on the proposed agreement.

Sincerely,

Foreman, Appel, Hotchkiss & Zimmerman, PLLC

Daniel J. Appel

Encl.
Cc: Client (w/o encl.)

Pacific Appraisal Associates Inc

135 S. Worthen, Suite 100
Wenatchee, WA 98801
509.662.8900 • Fax: 509.664.3260

Visit us on the web: www.pacapp.com

October 18, 2016

Daniel Appel
Foreman, Appel, Hotchkiss & Zimmerman, PLLC
124 N. Wenatchee Ave., Suite A
Wenatchee, WA 98801

RE: RAC – Leavenworth Water Utility Development Reimbursement

Dear Mr. Appel:

Per our conversations and my review of the letter from the City of Leavenworth "Notice of Water Utility Developer Reimbursement and Collection Agreement Application and Hearing", addressed to your Client (Recreational Adventures Co.) and dated October 4, 2016, I am offering an opinion relative to a fair and appropriate method for determining pro rata share of the project cost to be reimbursed.

It is my understanding that the "Developer" (Swiss Hotel Leavenworth, LLC) has applied for a Developer Reimbursement and Collection Agreement for construction of a waterline system. The waterline system would potentially benefit/serve their property along with three additional distinct parcels of real property, and those four properties are identified as the "Benefit Area". No party within the Benefit Area may utilize the system without paying an agreed upon assessment or fair share reimbursement. Each property's assessment would be due upon connection to the water utility.

The City's letter states;

> The reimbursement amount to the Developer shall be established so that each property subject to the latecomer fee will pay a fair pro rata share of the final costs of the improvements, plus a 2% administrative fee, as determined by any appropriate method. The amount of the DRCA fee is estimated on the best information available for any public hearing.
>
> At the time of this Notice, the City Public Works Director has determined that pro rata shares may be determined based on total acreage of the Benefit Area, as determined by the Chelan County Assessor (59.9 acres total), including the Applicant's acreage. The developer has submitted an estimated cost for the project of $493,354.42 (See Exhibit "C"). An additional 2% administration fee shall be assessed and included in the total amount of the final construction, bringing the preliminary cost estimate to $503,221.50. The expected pro rata costs+ for the Development Reimbursement Agreement, per property, to be paid upon connection to City water are as follows:
>
> - Willkommen LLC property (See Exhibit "C" for description), totaling 29.51 Acres, or 49.27 percent of the Benefit Area - $247,937.23
> - Recreational Adventures Co. property (See Exhibit "C" for description), totaling 27.39 Acres, or 45.73 percent of the Benefit Area - $230,123.19
>
> The Developer, Swiss Hotel Leavenworth, LLC, shall not be reimbursed, nor shall be required to pay the reimbursement fee, for the Developer's property located within the Benefit Area (See Exhibit "B" for description), totaling 3 Acres, or 5.00 percent of the Area ($25,161.08).

Note that the City Public Works Director has decided that the assessments to each property *"...may be determined based on total acreage of the Benefit Area"*. The expected costs assessed to each property are shown to be based on the pro-rata acreage for each of the ownerships. For example; by the suggested pro rata acreage method, the RAC property's assessment would be figured as follows;

Ownership Ac / Total Ac	= pro rata share	pro rata share x total	= ownership assessment
(27.39 acres / 59.9 acres total	= 45.73 %)	(45.73% x $503,221.50 = $230,123.19 assessment)	

This method could potentially be a fair method of assessment, only if assuming all properties were benefitted equally. However, it is not believed to be the case in this instance. The properties in this Benefit Area differ substantially from one another; on basis of size, zoning, and other physical characteristics. It appears that the Willkommen LLC Property and Swiss Hotel Leavenworth Property (as described in the identified letter) are zoned General Commercial, while the Recreational Adventures Co (RAC) property is zoned Recreation. Furthermore, it appears that a substantial portion of the RAC property is steeply sloped down to the river and may be of limited use, while the other properties appear to be relatively level sites.

The water system might benefit one property to a greater extent than another. For example, it might provide one site the new ability to develop several residential units per acre, while another site due to zoning and/or physical constraints may be limited to only one residential unit per acre. As a result, the letter's suggested method of determining the assessment of cost to each property is not "a fair pro rata share". The properties in the Benefit Area are not believed to be benefitted equally on a per acre basis.

As a result, I suggest the following method, which has been applied to determine fair assessments within benefit areas for several relatively similar utility districts in the regional area. It is a benefit analysis, which estimates a land value (as if unimproved) for each property, considered, both before and after the proposed project;

"Before" (before value is identified as that value which exists at the present time, prior to the completion of the proposed domestic water system), and

"After" (the after value is the identified value based upon the assumption that the proposed domestic water system has been completed, serving all properties within the identified district boundaries. The value reported indicates any degree of increase that may be present as a result of the benefits of featuring the domestic water system as proposed.)

The concluded values "After" are compared to the values "Before", with the differential referred to as a Special Benefit. The Special Benefit is then compared to the cost of the project to determine if there is a Net Benefit after project cost. It is believed that the total project cost assessments cannot exceed the total increased benefit (Special Benefit) in market value. You would want to confirm if that is current law and applicable in this case.

Proration to all parcels realizing a benefit is based on the percentage relationship of each individual parcel's Special Benefit to the total Special Benefit of all properties in the project. The formula for this proration of cost is as follows;

Individual Parcel Special Benefit	=	A
Total of Parcels Special Benefits	=	B
Total Cost of Water Project	=	C
Assessment of Project Cost	=	D

$$(A / B) \times C = D$$

Pacific Appraisal Associates has performed several such benefit analysis for various proposed utility districts over the years, and would be available for consideration to complete a benefit analysis for this project if so desired. I hope that this explanation has adequately assisted you for the time being. Please contact me if you have questions, or if I may otherwise be of further assistance.

Sincerely,

Kirk Dosser, MAI
Appraiser
Certified - State of Washington
General Classification / Certification # 1100162

TAB 2

RESOLUTION NO. 23-2012

CITY OF LEAVENWORTH, WASHINGTON

A RESOLUTION ESTABLISHING PROCEDURES REGARDING THE SURPLUS AND SALE PROCESS FOR REAL PROPERTY OWNED BY THE CITY OF LEAVENWORTH.

WHEREAS, it is the policy of the City of Leavenworth that surplus real property shall be sold at a reasonable return; and

WHEREAS, the City of Leavenworth desires to establish procedures for the disposal of surplus real property at a reasonable return in a cost effective manner;

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

Section 1. The Standard Operating Procedures for surplus and sale of real property owned by the City of Leavenworth attached hereto and incorporated herein is hereby approved by the City of Leavenworth.

Passed by the City Council of the City of Leavenworth and approved by the Mayor this 12th day of June, 2012.

CITY OF LEAVENWORTH

By:

Cheryl K. Farivar, Mayor

Attest:

Chantell Steiner
Finance Director/City Clerk

STANDARD OPERATING PROCEDURES (SOP)

FOR

SURPLUS AND SALE OF REAL PROPERTY OWNED BY THE CITY OF LEAVENWORTH

1. Purpose. The City Council declares that it is in the public interest for real property held by the City to be returned to the tax rolls, if it is not needed for some present or future municipal use and if it can be sold for a reasonable return. It is therefore the policy of the City to dispose of all real property in which the City holds a fee interest, where such property is surplus to its current or future needs, and where such disposition would afford the City a reasonable return from the transaction. For purposes of this SOP, "reasonable return" means sale at an amount equal to, or greater than the appraised value. For purposes of this SOP, "surplus property" means both real property for which the City has no current or future need, as well as real property, which, if disposed of, would be put to a higher or better use for the community at large.

2. City Property Inventory. The Director of Public Works shall establish and maintain an inventory and map of City-owned property. The inventory will include the following information:

(a) Property Name;

(b) Street address (if available);

(c) Assessor's Office Property Tax Parcel Number;

(d) Use of property;

(e) Listing of restrictions, covenants or other limiting attributes

(f) Status of property (active or inactive);

(g) Any planned future use;

(h) Purchasing fund;

(i) Estimated land and improvement value;

(j) Restrictions on property use or sale (if applicable).

3. Annual Review of City Real Property Holdings. From time to time the City Council may review all of the City's current real property holdings with regard to the following:

(a) If the current use is appropriate and necessary;

(b) If the property could be used for another City purpose within its original purchasing fund responsibility;

(c) If the property could be used for another City purpose outside of the responsibility of original purchasing fund;

(d) If the property appears to be surplus to the City's needs.

4. Surplus Property Declaration. City property may be declared surplus by the City Council after the following procedures have been completed:

(a) The City Council shall hold a public hearing as part of its process to consider whether to declare any real property surplus to the needs of the City. In accordance with RCW Chapter 39.33.020 or RCW 35.94.040 notice of said hearing shall be published in the City's official newspaper not less than ten (10) days nor more than twenty-five (25) days prior to the hearing.

(b) Subject to the requirements of RCW 43.09.210, RCW 39.33.020 and/or RCW 35.94.040, and following City Council's review of the City Administrator's report, and conclusion of the public hearing, the City Council shall determine

whether the property shall be declared surplus. If such determination is made, City Council shall pass a resolution declaring the property surplus and shall also make the following determinations:

1. Whether the property should be sold by sealed bid, at auction, or through negotiated sale; and
2. Whether special covenants or restrictions should be imposed as a condition of the sale; and
3. Prior to sale, determine the fair market value of the item to be sold by appraisal or other appropriate means and whether an appraisal is necessary in setting the minimum acceptable price; and
4. Whether a licensed real estate professional will be used to assist in the sale of the property.

5. Sale Procedures for Surplus Property. The following procedures and requirements shall apply to property sold as surplus by the City:

(a) SEPA Review. The sale and/or transfer of any surplus real property that is subject to an authorized public use shall be contingent upon completion of a SEPA review process and the expiration of the SEPA appeal period.

(b) Processes for sale of property.

(i) Disposition by Sealed Bid. Where a property is sold by sealed bids, any and all bids submitted must be accompanied by a bid deposit in the form of a cashier check payable to the City of Leavenworth in an amount equal to ten percent (10%) of the bid amount. Such deposit accompanying the successful bid shall be deposited into escrow until closing on the purchase

of the property and payment of the remaining amount of the purchase price shall be made within thirty (30) days. In the event the purchaser is unable to pay the remaining amount within the required time, the earnest money deposit shall become non-refundable and may be retained by the City as liquidated damages.

(ii) Disposition by Auction. Where property is sold at auction, the prevailing bidder must immediately tender a cash deposit or certified check for deposit into escrow as earnest money to the City of Leavenworth in an amount equal to ten percent (10%) of the bid amount. Payment of the remaining amount of the purchase price shall be made within thirty (30) days. In the event the purchaser is unable to pay the remaining amount within the required time, the earnest money deposit shall become non-refundable and may be retained by the City as liquidated damages.

(iii) Disposition by Negotiated Sale. Where property is sold by negotiated sale, the purchaser shall deposit earnest money into escrow in an amount equal to ten percent (10%) of the purchase price within three (3) business days of execution of a purchase and sale agreement for the purchase of the Subject Property. Payment of the remaining balance of the purchase price shall be made within thirty (30) days, unless otherwise specified in the purchase and sale agreement. In the event the purchaser is unable to pay the remaining amount within the required time, the earnest money deposit shall become non-refundable and may be retained by the City as liquidated damages.

(iv) Sale to Abutting Owner / Disposition by Negotiated Sale. If the Subject Parcel can only be put to its highest and best use when aggregated with an abutter's property because of its size, shape, topography, or other restriction, the Subject Parcel may be negotiated for sale to the abutter, provided:

I. The abutter is willing to purchase for an amount equal to or greater than the appraised value of the Subject Parcel; and

II. If more than one qualifying abutter expresses interest in purchasing the Subject Parcel, the City Council may solicit sealed bids from all; and

III. A person shall not be deemed to be an abutter if a right-of-way separates his property from the Subject Parcel unless the City has agreed to vacate the right-of-way in question or purchase will allow a higher and better use of the abutter's property not otherwise permitted; and

IV. A written offer to sell the property is mailed to all abutting owners as shown in the records of the county assessor. If after the fifteen (15) day deadline provided in the offer letter expires with no response, the City will proceed with other disposal options.

(c) Notification of Sale of Surplus Property. In the event the Subject Property is to be disposed of by sealed bid or by auction, the following notification procedures shall be followed:

(i) A notice of the City's intent to dispose of the Subject Property shall be conspicuously posted on the property no less than two (2) weeks prior to the date set to commence accepting bids or the date set for the auction.

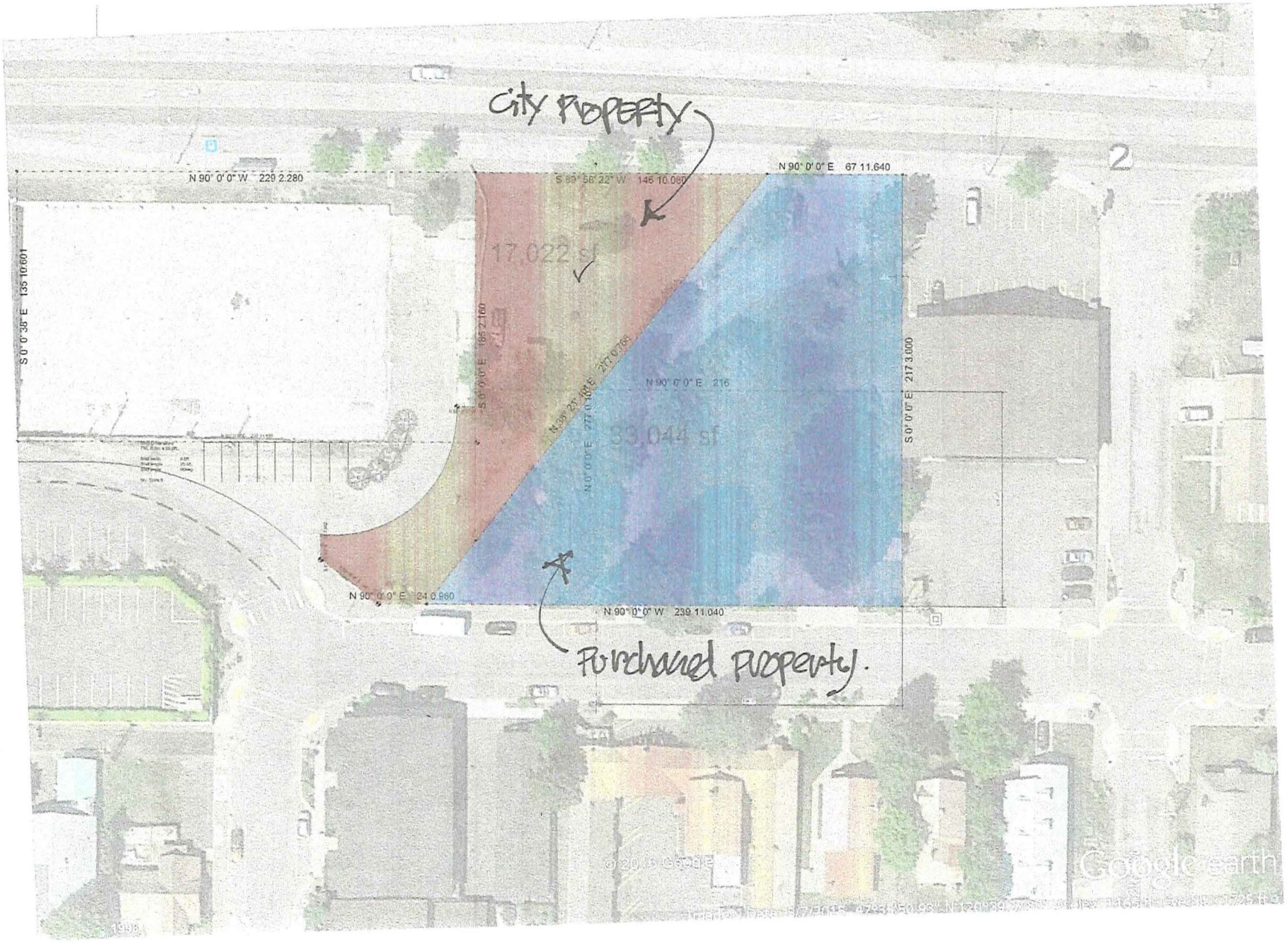
(ii) A similar notice shall be posted on the bulletin board at City Hall. All notices shall include an address or description of the property, the procedure by which the subject property is to be disposed of, any earnest money deposits which must be made (in accordance with Sections 5 (b) i, ii, iii and the minimum price that will be accepted.

(d) All requests to purchase City property shall be directed to the Finance Director with a copy forwarded to the City Administrator and to the City Attorney.

(e) Form of Conveyance. All conveyances shall be made by quit claim deed.

(f) Closing Costs. All closing costs, exclusive of deed preparation, shall be borne by the purchaser including, but not limited to, survey work, title insurance if desired, recordation costs, and brokerage and escrow fees, if applicable.

6. Intergovernmental Transfers. Intergovernmental transfers of real property shall be made in accordance with RCW Chapter 39.33, RCW Section 43.09.210 and/or any other applicable statutes.



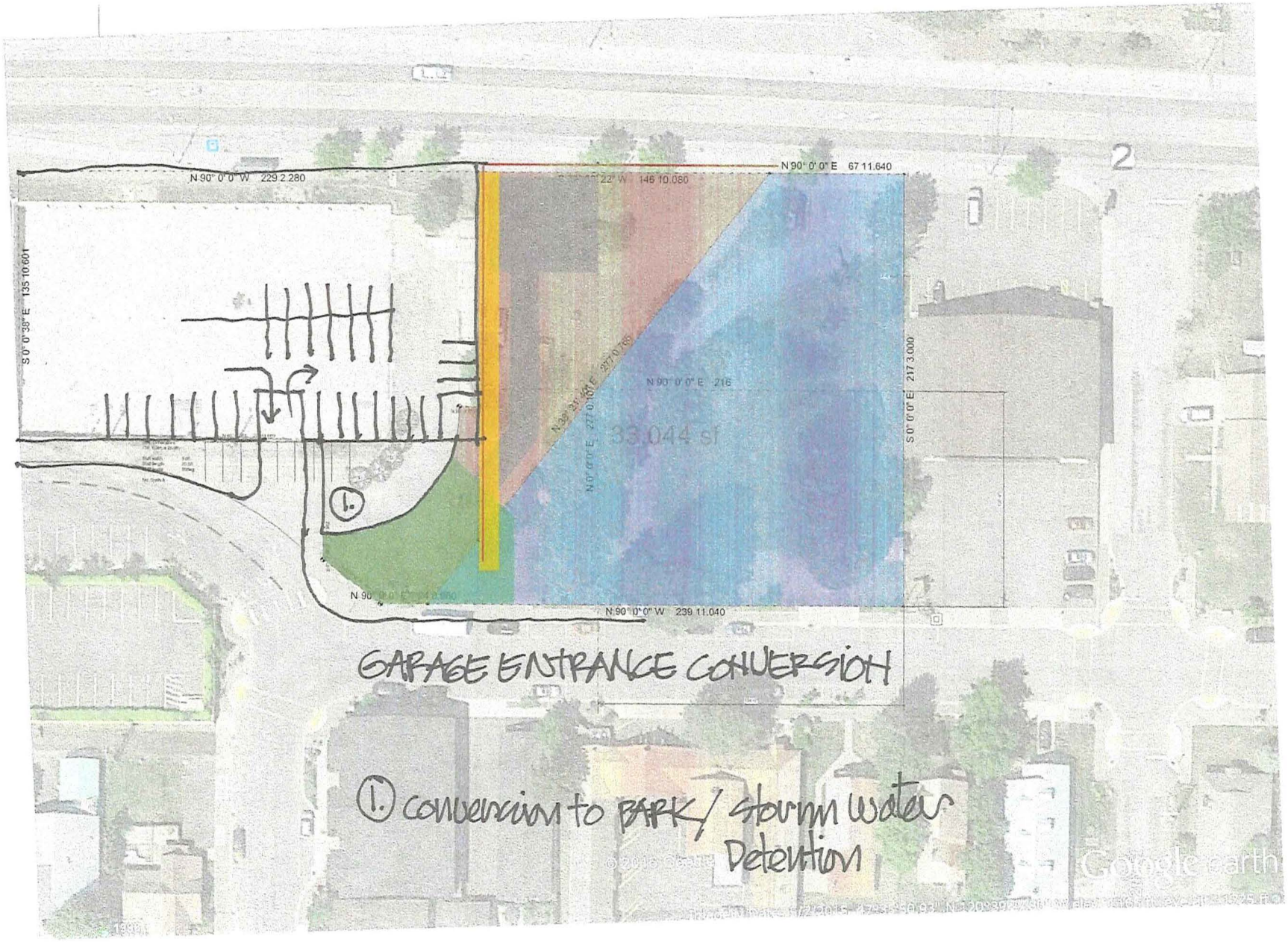
SOEHREN
Design and Development • LLC
residential & commercial projects

Haus

Urban
Craft Campus

Leavenworth, Washington

A-1



SOEHREN
Design and Development • LLC
residential & commercial projects

Haus

Urban Craft Campus

Leavenworth, Washington

Sheet

A-1

TAB 3

Jefferson M. Robbins and Briar A. Hoper
202 Scholze St.
Leavenworth WA 98826
(509) 548-0191
robbins.jefferson@gmail.com

Mr. Herb Amick
Public Works Director
City of Leavenworth
PO Box 287
Leavenworth WA 98826

Aug. 3, 2016

Re: Four-way stop proposal for Scholze Street and Enchantment Park Way

Dear Mr. Amick:

My name is Jefferson Robbins, and I live at 202 Scholze Street. Our house is just west of the split where Commercial Street divides into Scholze, and just opposite the main entrance to Enchantment Park. (Please see attached map.) I feel this intersection is a prime candidate to be revised into a four-way stop.

Because Enchantment Park and neighboring Worldmark Park Village are popular destinations, a great deal of traffic uses the intersection of Scholze Street and Enchantment Park Way. This traffic is especially heavy on summer weekends, festival days, etc.

While Enchantment Park Way has stop signs in both directions at that intersection, Scholze Street does not. Traffic leaving Enchantment Park and Worldmark condominiums must stop, as must traffic heading south on the short cutoff which Google Maps labels "Enchantment Way."*

However, many out-of-town visitors seeking Worldmark drive west on Scholze first, and fail to make the left turn to Enchantment Park Way. This forces them to either stop and reverse (which is dangerous and has at times led to damage to our parked vehicles and property), or to make U-turns in the driveways of our neighborhood. Often visitors become confused and believe they have arrived at Worldmark, when in fact they are

parking at my house. I think a four-way stop would force Worldmark visitors in particular to look more carefully, and hopefully find their destination on the first try.

As for local through traffic on Scholze, many vehicles traveling west come around the Scholze-Commercial split and mount the hill at speeds faster than 25mph. This troubles us, as our two children and their friends are often bicycling or skateboarding in the street in front of our house, and I worry that they may be struck.

I've enclosed photos of the intersection from all four directions. Hopefully this information will help the City assess the need for a four-way stop at this site. I feel traffic patterns, residential use and the need to accommodate tourism justify the project.

Either I or my wife Briar Hoper can be reached at the above phone number, and my direct email address is available iif needed. Thanks very much for your attention.

Sincerely,

Jefferson M. Robbins

- "Enchantment Way" is another matter which we feel the City must address soon. This 266-foot spur was seldom used by tourist traffic until roughly five years ago, when it suddenly gained a name on Google Maps and other directional apps. Now it is heavily used by visitors, and traveled by large vehicles including delivery trucks, service vans, a tubing shuttles. Meanwhile, it has fallen into great disrepair and received only intermittent attention from the City. It has not been resurfaced in my memory, and I've lived in this house a dozen years. If you have advice on how we should address this issue, please let us know.

WARRANTS CHECKLIST FOR APPLYING RESIDENTAIL STOP SIGN INSTALLATION

Street Names/Intersection Location:

Major: SCHOLZE STREET

Minor: ENCHANTMENT PARKWAY

Average Volume of Vehicles:

Major: 1170/DAY

Minor: 1205/DAY

Average Volume Pedestrian/Bicycle:

Major: UNKNOWN

Minor: UNKNOWN

Traffic Volume Total: 2375/DAY

Warrant:	Description	Yes	No
A. ACCIDENT	If an intersection experiences four (4) or more accidents in a three (3) year period, stop signs should be considered.		x
B. VISIBILITY	The straight line of sight distance from the major roadway on one or more of the approaches for vehicles or pedestrians is less than 250 feet.		x
C. MULTIPLE USES	The need to control vehicle/pedestrian conflicts near a location that generates high pedestrian volumes.	x	
D. TRAFFIC VOLUME	Traffic volumes exceed 500 vehicles per day on each of the intersecting streets; stop signs should be considered.	x	
E. PUBLIC SAFETY	The City Public Safety Liaison Officer shall review all requests for stop sign installations and make a recommendation to the Public Safety Committee. The recommendation should consider observed traffic movements, pedestrian and bicycle use, emergency vehicle access and any accident information available.		x
F. PUBLIC WORKS	The Public Works Director shall review all requests for stop sign installations and make a recommendation to the Public Safety Committee. The recommendation should consider traffic volumes, road conditions, sight lines, cost and maintenance vehicle operations.		x
	WARRANT SATISFIED (at least 3 of 6 are satisfied)		x

Recommendation of Public Safety Committee: Yes No

Date: 11 Oct 2016

Committee Chair: CC Wi

TAB 4

City of Leavenworth

Compliance Analysis – Special Use Permit

To:	City Council
From:	City of Leavenworth Development Services Department
Date of Report:	October 19, 2016
Subject:	Special Use Permit Application – Timbrrr! Winter Music Festival
Council Date:	October 25, 2016

PROJECT INFORMATION

Request: The Applicant seeks approval of a Special Use Permit (SUP) to allow for entertainment and music for the Timbrrr! Winter Music Festival beyond the Leavenworth Municipal Code standard times and levels. In summary, the Applicant requests "… that the Council consider increasing the City's noise limit for musical performance to 95 db and extending the curfew on musical performance to 12:30 AM on January 27th and 28th, 2017".

In summary, "… On **January 27-28, 2017**, Timbrrr Partners, LLC and Artist Home plan to present the 2017 Timbrrr! Winter Music Festival in the Leavenworth Festhalle".

Owner / Sponsor:

Phil O'Sullivan
Managing Member
Timber Partners, LLC and Artist Home
4625 S. Austin Street
Seattle, WA 98118

Location of Project: The project site is located within the Leavenworth Festhalle building (1001 Front Street).

Adjacent Land Uses:

North: Public Parking Lot / Der Turmplatz Building and varied commercial uses zoned Central Commercial Zoning District.

South: Hotels / Motels (Evergreen Inn and R&D investments), a single family residence and mixed commercial zoned General Commercial Zoning District

East: Condominiums and varied commercial uses zoned General Commercial Zoning District

West: Icicle Brewery and varied commercial uses zoned Central Commercial Zoning District

CONSISTENCY ANALYSIS

Leavenworth Municipal Code: According to the Leavenworth Municipal Code (LMC) 9.33.040, the City Council may grant exemptions upon meeting specific criteria. Conditions and provisions for granting special use permit varying from the sound and noise limitations in LMC 9.33.030:

1. The special use permit is necessary; and
2. There exists a special circumstance relative to size, topography, location or surroundings of the subject property; and
3. The requesting property owner or agency has provided a plan for mitigation of noise which will be implemented on the approval of the special use permit; and
4. That the granting of the special use permit will not be materially detrimental to the comfort, health, or safety of the public; and
5. That the special use permit is limited to not more than 14 days in any 90-day period

Staff Analysis:

1. The special use permit is necessary (Timbrrr! Winter Music Festival is not exempt pursuant to 9.33.040 (G)). According to the Applicant, "… Timbrrr! Winter Music Festival requests that the Council consider increasing the City's noise limit for musical performance to 95 db and extending the curfew on musical performance to **12:30 AM on January 27 and 28, 2017**; and
2. Special circumstances exist. According to the Applicant, "… The main stage of the Festival will be located inside the Festhalle. Music will end by 12:30 AM on the main stage; and
3. A plan for the mitigation of noise, "… Timbrrr! Winter Music Festival staff will monitor noise levels around the venue on each side of the building as well as from across the street to ensure that we do not exceed the 95 db noise limit. Last year similar noise monitoring revealed no violations of this limit at any time during similar operating hours"; and
4. The special use permit will not be materially detrimental to the comfort, health, or safety of the public. According to the Applicant, "… per City of Leavenworth regulations, Timbrrr! Will work with Festhalle Management to arrange for Security services. Timbrrr! Will hire five security officers to provide coverage from 4PM-2AM Friday January 27, and 4PM-2AM Sunday, January 29, 2017"; and
5. The Applicant requests a Special Use Permit for no more than 14 separate event days in any 90-day period.

Conclusion:

The Applicant has demonstrated compliance with the LMC, and with condition, compliance with the LMC is anticipated. Therefore, the proposal is consistent with the various applicable sections within the Leavenworth Municipal Code. The Special Use Permit will not have known adverse impacts to adjacent properties.

RECOMMENDATION

City of Leavenworth Staff recommends approval of Special Use Permit subject to the below recommended Conditions of Approval:

The "Permittee" is the Applicant of the Special Use Permit identified above.

All conditions imposed herein shall be binding on the "Permittee."

Regardless of amplification, the "Permittee" will allow no live or recorded amplified music after 12:30 AM on the dates specifically identified below. The permit is granted with the stipulations and conditions that:

1. This special use permit is limited to not more than 14 days in any 90-day period. This Special Use Permit is for varying from the sound and noise limitations in LMC 9.33.030 during live music events specifically identified within the Special Use Permit request, and shall not be construed as any approval for other operations and/or actions of the Permittee. Excepting as provided herein, the Permittee shall comply with LMC Chapter 9.33 regarding noise, sound, and conduct at all times, and shall not create noise disturbance.
2. It is unlawful for any person to cause or permit any amplified sound or noise from the subject premises to intrude into the property of another person which sound or noise exceeds the maximum permissible noise levels of 70 dB except for during dates specifically identified within the Special Use Permit request whereby noise levels may not exceed 95 dB at the sound source as measured under LMC 9.33.
3. Speakers and/or transmission devises shall be located on and directed into the subject property where the customers are. At no time shall speakers or other transmission devices be placed outside of the subject property, and shall not be directed toward adjacent properties. In addition, speakers or other transmission devices associated with this Special Use Permit shall be located no greater than 20-feet from the originating source.

   The hours of operation for scheduled entertainment which shall end at 12:30 AM includes the following festival days:

   January 27-28, 2017.

   Any live amplified sound or noise on dates other than the dates above shall be subject to LMC 9.33 and the sound level limitations therein.
4. The Permittee shall be responsible for informing any designee(s), employee(s), and/or person(s) responsible for management of business and/or event of this Special Use Permit. This Special Use Permit shall be provided to all "Permittee's" designee(s), employee(s), and/or persons responsible for management of business and/or event.
5. The Permittee shall monitor noise levels during the term of this Permit in order to provide mitigation for noise exceeding 95 dB as required by this SUP. The Permittee shall submit a report to the City within 60-days following the end of the event which details noise levels occurring during the event. Noise readings shall be taken on at least two differing occasions during each day of the term of the Permit, and during times at which live amplified music is occurring. Readings shall be taken from locations as approved by the City. The Permittee may self-monitor or hire a qualified outside firm to obtain noise level readings.

6. In the event a sound measurement is taken in accordance with LMC 9.33 which exceeds the sound levels authorized by this permit, the City shall have the right to revoke this permit and issue a Notice of Civil Noise Infraction pursuant to LMC 9.33.050 and subject to the civil remedies and civil penalties authorized in LMC 21.13.080.
7. If complaints, in accordance with LMC 9.33, are received by the City and/or Chelan County Sheriff's Department, the Permittee may be required to have a sound study performed by a qualified and independent sound engineer/consultant, to include sound reading at various locations, at various times, and recommendations for mitigating measures.
8. The City may revoke this Special Use Permit without notice and at the discretion of the City. If so revoked, the Permittee shall have whatever rights and responsibilities they had prior to issuance of this Special Use Permit.
9. The City does not accept, recognize, or otherwise acknowledge activities at the subject site as City sanctioned and/or a designated public event with the approval of this Special Use Permit. This Special Use Permit does not represent approval for any other action or activity, business or use, change of existing status or operations; additional advertisement, use of hawking, signage and/or any other action of the Permittee except as specifically described within this Special Use Permit.
10. This Special Use Permit is limited to the proposed project as described within the Application for Special Use Permit, and in this Report and attached Exhibits.
11. The "Permittee" shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations performed by the "Permittee" or on the "Permittee's" behalf arising out of issuance of this Permit, except for injuries and damages caused by the sole negligence of the City, its officers, officials, and employees.

Attached Exhibits:

Exhibit A– SUP

Exhibit B – Letter of Request for SUP

EXHIBIT A

SPECIAL USE PERMIT AGREEMENT

City of Leavenworth

This Special Use Permit, made and entered into on the ____ day of _____, 2016, by and between the CITY OF LEAVENWORTH, a municipal corporation (hereinafter "City"), and Phil O'Sullivan, Timber Partners, LLC and Artist Home, the address of whom is, 4625 S. Austin Street, Seattle, WA 981118 (hereinafter "Permittee").

WITNESSETH: The City hereby grants a permit to the Permittee for temporary use of amplified music on City property, as described within the attached **Exhibit "A"** and subject to the Conditions of Approval as contained within attached **Exhibit "B,"** as authorized by Leavenworth Municipal Code 9.33.040 (H) and (I).

TERMS OF USE PERMIT

The term of this Special Use Permit agreement shall commence at **4:00 PM on Friday, January 27, 2017** and end at **12:30 AM on Sunday, January 29, 2017.**

INDEMNITY

Permittee shall defend, indemnify and hold harmless the City against and from any and all claims, loss, liability, or damages, including attorney fees, arising from Permittee's use of the property or the conduct of Permittee's or Permittee's representatives thereon or from any activity, work, work done, permitted or suffered by the Permittee on or about the property, and shall further indemnify and hold harmless the City against and from any and all claims arising from any breach or default in the performance of any obligation on Permittee's part to be performed under the terms of this agreement.

NO ASSIGNMENT

Permittee shall not assign the within permit or this agreement without the written consent of the City.

TERMINATION OF PERMIT

Either the City or Permittee may terminate this Special Use Permit Agreement by giving written notice of intent to terminate to the other party. Such termination shall be effective five days after notification.

NOTICES

Any notice given hereunder by one party to the other shall be mailed, First Class Mail, return receipt requested addresses as follows:

To Lessor: City Administrator
City of Leavenworth
P.O. Box 287 / 700 Highway 2
Leavenworth, WA 98826

To Lessee: Phil O'Sullivan
Managing Member
Timber Partners, LLC and Artist Home
4625 S. Austin Street
Seattle, WA 98118

DEFAULTS AND REMEDIES

All permit fees shall be payable to the City by the Permittee in advance. In the event the City is required to bring any action to enforce any covenant contained in this agreement, the prevailing party in any such action shall be entitled to reasonable attorney fees approved by the court. Venue shall be in Chelan County, Washington.

Dated this ____ day of _____, 2016.

IN WITNESS WHEREOF, We have hereunto set our hands the day and year first herein above written.

PERMITTEE:

_____
Phil O'Sullivan, Managing Member

CITY OF LEAVENWORTH:

_____
Joel Walinski, City Administrator

Attest:

_____
Chantell Steiner, Finance Director/City Clerk

EXHIBIT "A"

Real Property Description / Use

The permit agreement ("Permit" or "Special Use Permit") allows for the Permittee to have live amplified music beginning at **4:00 PM on Friday, January 27, 2017 and ending at 12:30 AM on Sunday, January 29, 2017** inside of the Festhalle building located at 1001 Front Street, Leavenworth, for the Timbrrr! Winter Music Festival.

EXHIBIT "B"

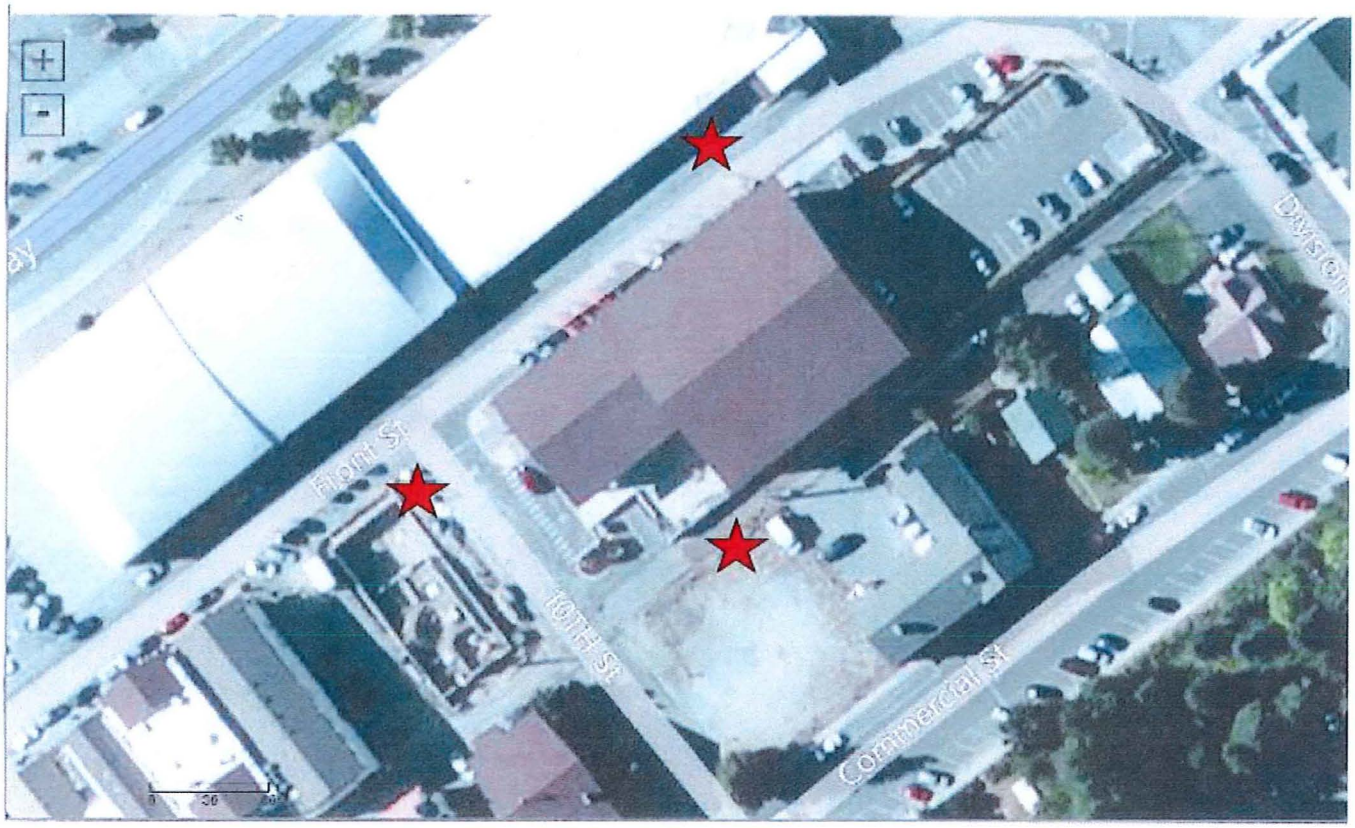
Temporary use of amplified music.

Conditions of Approval:

1. The Permittee shall allow no live or recorded amplified music after **12:30 AM** on the dates identified.
2. This Special Use Permit is for the purpose of varying from the sound and noise limitations of Leavenworth Municipal Code (LMC) 9.33.030 during live music events specifically identified within the Special Use Permit request, and shall not be construed as any approval for other operations and/or actions of the Permittee. Excepting the provisions of the Permit as disclosed in **Exhibit "A,"** the Permittee shall operate in a manner which does not violate the provisions of LMC Chapter 9.33 and other applicable LMC chapters regarding noise, sound, and conduct at all times, and shall not create noise disturbance. "Noise disturbance" means any sound which annoys, disturbs, or perturbs reasonable persons with normal sensitivities, or any sound which unreasonably injures or endangers the comfort, repose, health, hearing, peace, or safety of persons or animals.
3. The Permittee shall not cause or permit any amplified sound or noise from the subject premises to intrude into the property of another person which sound or noise exceeds the maximum permissible noise levels of **95 dBA.**
4. As disclosed within the Special Use Permit application materials, the Permittee shall monitor noise levels during the term of this Permit in order to provide mitigation for noise exceeding 95 dBA as required by LMC 9.33.040 (I). The Permittee shall submit a report to the City within 60-days following the end of the event which details noise levels occurring during the event. Noise readings shall be taken on at least two differing occasions during the term of the Permit, and during times at which live amplified music is occurring. Readings shall be taken from locations as approved by the City on Attachment "1." The Permittee may self-monitor or hire a qualified outside firm to obtain noise level readings.
5. Speakers and/or transmission devises shall be located within the Festhalle only and directed into the event space where the customers are located. At no time shall speakers or other transmission devices be placed outside of the subject property (outside of the building), and shall not be directed toward adjacent properties.
6. The Permittee shall be responsible for informing any designee(s), employee(s), and/or person(s) responsible for management of business and/or event of this Special Use Permit. This Special Use Permit shall be provided to all of Permittee's designee(s), employee(s), and/or persons responsible for management of business and/or event.
7. In the event a sound measurement is taken in accordance with LMC 9.33 which exceeds the sound levels authorized by this Permit, the City shall have the right to revoke this Permit and issue a Notice of Civil Noise Infraction pursuant to LMC 9.33.050 and subject to the civil remedies and civil penalties authorized in LMC 21.13.080.
8. Any subsequent changes to the operation shall be subject to the review and approval of the City and shall require amendment of this Permit.

9. This Special Use Permit does not imply, warrant, or guarantee any vested status in regard to the use, or future issuance of such Permit.
10. This Permit shall be subject to termination by the City without notice and at the discretion of the City for any reason including but not limited to any determination by the City that the use violates the provisions of any State, federal, or local law or ordinance, or the provisions of this Permit. Upon revocation of the Permit, the Permittee shall have whatever rights and responsibilities they had prior to issuance of this Special Use Permit.
11. This Special Use Permit does not represent approval for any other action or activity, business or use, change of existing status or operations, additional advertisement, use of hawking, signage and/or any other action of the Permittee except as specifically described within this Special Use Permit.
12. The City shall have the right to inspect for compliance with the conditions of this Permit and other applicable laws.
13. Permittee shall comply with all State and local laws related to noise.

Attachment 1



dBA sound level reading locations

"dBA" means the sound pressure level in decibels measured using the "A" weighting network on a sound level meter. The sound pressure level, in decibels, of a sound is 20 times the logarithm to the base 10 of the ratio of pressure of the sound to a reference pressure of 20 micropascals.

"Sound level" means a weighted sound pressure level measured by the use of a sound level meter using an A-weighted network and reported as decibels, dBA.

"Sound level meter" means a device which measures sound pressure levels and conforms to Type I, S1A, Type II or S2A, as specified in the American National Standards Institute Specification Section 1.4 (1971) as now exists or as hereafter amended or modified.

EXHIBIT B

TIMBRRR!
WINTER MUSIC FESTIVAL

September 9, 2016

Leavenworth City Council
700 Hwy. 2 PO Box 287
Leavenworth, WA 98826

Dear Members of Leavenworth City Council:

Artist Home is very excited to bring Timbrrr! Winter Music Festival back to the city of Leavenworth January 27-28, 2017. With the support of your community, city staff, and Festhalle management, this event has grown into a meaningful experience for 1400 annual attendees. Thank you for your support. I'm writing today to again request that the Council consider increasing the city's noise limit for musical performance to 95db and extending the curfew on musical performance to 12:30 a.m. on January 27 and 28th, 2016. Additionally we are requesting the opportunity to maintain operation of food and beverage sales until 2am after musical performances conclude.

Artist Home has been producing events for over 10 years. This January we will celebrate the fifth annual Timbrrr! Winter Music Festival. In 2017 we enjoyed our first ever advanced sell out of the this event and again saw wide=spread community engagement and approximately 1000 out of town visitors join us in Leavenworth. We're looking forward to bringing the experience back again.

Our event will take place indoors at Festhalle from 4 p.m. – 12:30 a.m. on January 27 and 28, 2017 with live music beginning at approximately 5 p.m. each night. Each night. We anticipate that we will feature up to five artists performing one-hour sets with short breaks between acts. Our staff will monitor noise levels around the venue on each side of the building as well as from across the street to ensure that we do not exceed the 95db noise limit. Last year similar noise monitoring revealed no violations of this limit at any time during similar operating hours.

Thank you for welcoming us back to Leavenworth again in 2017. We look forward to the partnership and thank you in advance for your cooperation.

Sincerely,

Phil O'Sullivan
Managing Member
Timber Partners, LLC and Artist Home

SMALL PUBLIC WORKS CONTRACT

THIS SMALL PUBLIC WORKS CONTRACT ("Contract") is made and entered into this _____ day of _____, 20____, by and between the City of Leavenworth, Washington, a Washington State municipal corporation ("City"), and Grindline Skateparks, Inc, a Washington Corporation ("Contractor")

WHEREAS, the City desires to accomplish certain public works entitled Leavenworth Skatepark at Enchantment Park ("the Project") having an estimated cost $300,000 or less; and

WHEREAS, the City solicited written Bid Proposals for the Project.

WHEREAS, whereas the City received and reviewed written Bid Proposals for the Project, and has determined that Contractor is the lowest responsible bidder; and

WHEREAS, the Contractor and the City desire to enter into this Contract for the Project in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the terms, conditions and agreements contained herein, the City and Contractor agree as follows:

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the Leavenworth Skatepark at Enchantment Park ("Project") in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than November 1, 2017

2. Contract Documents.

The following documents are incorporated into the Contract by this reference:

A. ☒ Plans and Contract Drawings.

B. ☒ Scope of Work.

C. ☒ Proposal/Bid Submittal (attached).

D. ☒ 2016 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (referenced but not attached).

E. ☐ WSDOT Amendments to the Standard Specifications (referenced but not attached)

F. ☐ 2010 APWA Supplement General Special Provisions (referenced but not attached).

G. X City of Leavenworth Engineering Standards (referenced but not attached)

H. ☐ Addenda **(if any)**

I. ☒ Payment and Performance Bond (attached).

J. ☐ Retainage Bond (attached) (optional-see Section 5).

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. Commencement of Work.

Work shall not proceed under this Contract until the Contractor has met following conditions:

A. Contract has been signed and fully executed by the parties.

B. The Contractor has provided the City with the certificates of insurance required under Section 22.

C. The Contractor has obtained a City of Leavenworth Business License.

D. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

4. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the City as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

5. Payment for Project.

A. **Total Contract Sum for Project.** Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed $175,000 (One Hundred Seventy-Five Thousand Dollars) in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

B. **Payments shall be for Performance of Project Work.** Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

C. **Right to Withhold Payments if Work is Unsatisfactory.** If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

D. **Payments**. Subject to F below, progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

E. **Payments for Alterations and/or Additions**. Requests for changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

F. **Final Payment.** Pursuant to RCW Chapter 60.28, a sum equal to five percent (5%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor under this Contract. This retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82 and (2) the claims of any person arising under the Contract.

Monies retained under the provisions of RCW Chapter 60.28 shall, at the option of the Contractor, be:

1. Retained in a fund by the City; or

2. Deposited by the City in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the City and are not to be allowed to be withdrawn without the City's written authorization. The City will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues.

At or before the time the Contract is executed, the Contractor shall designate the option desired. The Contractor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The City may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) calendar days following the Final Acceptance of the Project provided the following conditions are met:

1. A release has been obtained from the Washington State Department of Revenue.

2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).

3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.

4. Washington State Department of Labor and Industries (per Section 1-07.10 of the Standard Specifications) shows the Contractor is current with payments of industrial insurance and medical premiums.

5. All claims, as provided by law, filed against the retainage have been resolved.

6. If requested by the City, the Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

G. **Final Acceptance.** Final Acceptance of the Project occurs when the Public Works Director has determined that the Project is one hundred percent (100%) complete and has been constructed in accordance with the Plans and Specifications.

H. **Payment in the Event of Termination**. In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

I. **Maintenance and Inspection of Financial Records**. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the Contractor, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Grindline Skateparks subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

7. Termination of Contract.

A. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

B. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

The Contractor will apply for, pay for and obtain grading and excavation permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project (Not to Exceed $150.00).

10. Business License Required.

The Contractor shall obtain a City of Leavenworth business license prior to commencement of work under this Contract.

11. Work Ethic.

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

13. Job Safety.

A. **General Job Safety**. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

B. **Trench Safety Systems.** The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

16. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

17. The Americans with Disabilities Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

18. Compliance With Law.

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

19. Guarantee of Work.

A. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

B. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

C. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

D. Any repairs or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

20. Contractor's Risk of Loss.

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

21. Indemnification and Hold Harmless.

A. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors,

officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

B. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.

C. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

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

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

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

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

22. Insurance.

A. **Insurance Term.**
The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. **No Limitation.**
Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance.**

Contractors required insurance shall be of the types and coverage as stated below:

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

2 Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement There shall be no e exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

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

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Public Entity under this paragraph must be maintained in minimum amounts of $1,000,000 per loss, with an annual aggregate of at least $1,000,000.

Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. **Minimum Amounts of Insurance.**

The Contractor shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than $3,000,000 each occurrence, $3,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit.

E. **City Full Availability of Contractor Limits**

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

F. **Other Insurance Provisions.**

The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

G. **Acceptability of Insurers.**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. **Verification of Coverage.**

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the City , the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

I. **Contractor's Insurance for Other Losses.**

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

J. **Subcontractors.**

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. **Waiver of Subrogation.**

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

L. **Notice of Cancellation of Insurance.**

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. **Failure to Maintain Insurance**

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

23. Assignment and Subcontractors.

A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

C. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.

D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

F. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the

Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

24. Severability.

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

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

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

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

27. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

28. Contract Representatives and Notices.

This Contract shall be administered for the City by ***Joel Walinski,*** *City Administrator*, and shall be administered for the Contractor by the Contractor's Contract Representative, Emily Giaquinta, Managing Director. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:	To Contractor:
Joel Walinski, City Administrator	Emily Giaquinta, Managing Director

City of Leavenworth
Post Office Box 287
Leavenworth, WA 98826
509 548-5275

Grindline Skateparks, Inc
4619 14th Ave SW
Seattle, WA 98106
(206) 932-6414

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

29. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

30. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

31. Venue.

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Chelan County, Washington.

32. Attorney Fees

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

34. Counterparts.

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

City of Leavenworth

By_____
Cheryl K. Farivar, Mayor

Approved as to form:

_____
Grant K. Weed, City Attorney

Grindline Skateparks, Inc

By _____
Emily Giaquinta, Managing Director

Attest:

_____
, City Clerk

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

_____
City

_____
Contractor

ATTACHMENTS:

Contract Document B: Scope of Work.

PROJECT DESCRIPTION: Professional services for design and construction of a Skatepark at Enchantment Park for the City of Leavenworth

TASK 1. PROJECT STARTUP

a) Project Kick Off Meeting: Grindline and City will review current site information and discuss how skatepark improvements will integrate with current and future park elements. Grindline and City will finalize the project objectives including scope, schedule and budget. A communication plan will be made to identify preferred communication methods. Key meetings and deliverables will be scheduled and areas requiring coordination such as public meetings, online forums and exchange/review of documents will be identified.

b) Community Meeting #1: Grindline will engage community members and stakeholders in a public input meeting on the skatepark design. This meeting will introduce Grindline to community, explain the design/public input process, and share how the community drives the project development. This meeting is open forum for public to view the concept presented with the proposal and provide input that will drive the development of the design concepts. Community members will be given an opportunity to provide input via verbal, written or online participation. The project Facebook page can be used to promote the Skatepark project and post concepts so community members can access project information online and make comments for consideration.

c) Design Review Meeting: Via phone conference/online meeting, Grindline and City will discuss input from kick off meeting, site visit and Community Meeting.

Task 1 Deliverables & Final Products:
A summary report for the site summarizing the results of the Project Startup Meetings for the City to review and approve, including:

- Brief narrative listing the site constraints and opportunities and an inventory/analysis of potential skatepark area
- Finalized Program, Schedule, and Budget for remainder of Design process
- Summary of Public Input Report from 1st Community Meeting.

TASK 2. CONCEPTUAL DESIGN

a) Conceptual Design: Grindline will further develop the Concept based on information from Project Startup Report and submit to City for comment. The concept will include the 3D renderings of the skatepark and include preliminary cost estimates.

b) Design Review meeting: Grindline will meet with City via phone conference/internet meeting to discuss the preliminary concept. City will provide direction to refine concepts prior to Community meeting #2

c) Community Meeting #2: In a meeting similar to Community Meeting #1, Grindline will return to Leavenworth to present the Revised Concept and collect feedback. Concepts will be presented through a combination of photos, Power Point slides, large presentation boards, and interactive 3D models. This allows us to "walk or skate around the design" as well as pull dimensions upon request from the audience.

We will use the project's Facebook page to distribute the image and get feedback from the committee and community.

Task 2 Deliverables & Final Products:

- Conceptual Designs suitable for display showing the site plan and program elements to scale. Submittal to include plan and 3d perspective views and will be submitted in digital format
- Preliminary Cost Estimates with quantity of materials estimates for concepts

TASK 3. FINAL DESIGN

a) Design Review Meeting: Grindline and City will discuss input from the 2nd community meeting and comments posted on the projects' facebook forum via phone conference/online meeting. City will provide direction so Grindline can begin development of the Final Design.

b) Final Design: Grindline will create a Final Concept and submit to the City for review. This will finalize the skatepark and any non-skatepark components that are included in the scope. The Final Design is a complete build out of the skateparks and non-skatepark components. The City's review comments will include information and changes relevant to local and state building codes and permits. Grindline will provide detailed line item cost estimates and updated schedule.

Task 3 Deliverables & Final Products:

- Preferred Concept suitable for display showing the site plans and program elements to scale. Submittal to include plans and 3d perspective views and will be in digital format
- Final Cost Estimates with quantity of materials estimates for approved designs.

TASK 4. CONSTRUCTION DOCUMENTS

Upon approval of the final concept, Grindline will deliver 50% and 100% sets of drawings and coordinate with City to review drawings. The City's review comments should include all information and changes relevant to local and state building codes and permits. 50% and Final Approved Plans will be submitted in digital PDF format. Prior to the 50% submittal and 100% submittal, City and Grindline will meet via phone conference/online meeting to discuss documents submission and address any questions, concerns or necessary revisions.

Task 4 Deliverables & Final Products:
50% & 100% Construction Documents
a) Site Plan & Details
b) Grading, Drainage, Erosion Control Plans & Details
c) Skatepark Materials Plan
d) Skatepark Vertical Controls
e) Skatepark Horizontal Controls
f) Skatepark Jointing Plan
g) Skatepark Sections
h) Skatepark Details
i) Technical Specifications
j) Final cost estimate and quantity of materials estimate
k) Grading / excavation permit

TASK 5. CONSTRUCTION

Upon City approval of the 100% construction documents, Grindline will move into the construction phase. This would include the following:

- Securing the site with a construction fence and employ necessary erosion control and environmental protection techniques during the entire construction phase as required
- Schedule and attend pre-construction meeting and regular site meetings, provide weekly written progress reports, as well as review and produce any change orders and clarification drawings as needed.
- Construction of the skatepark according to the approved drawings.

This proposal assumes the following:

- Final plans will be sealed by a Landscape Architect licensed in the State of Washington.
- It is assumed that a Survey and Geotech will not needed for this project and so they are not included in this scope.
- It is assumed that Civil/Structural engineering will not be needed for this project so they are not included in this scope
- Grindline will include the grading and excavation permit as part of its scope. This is not to exceed $150.00
- Inspections and testing will be completed by the City and are not included in this scope
- Grindline will clear and grub the site but will not be responsible for tree removal and stump grubbing
- Grindline will provide finished grading around the skatepark and restoration of the site to its current state (dirt). This scope does not include any landscaping or irrigation improvements.
- Grindline will provide 1 ADA connection to the skatepark at grade if required by City. Parking lot improvements are excluded from the scope.
- Grindline will make 2 trips to Leavenworth during the design process.
- Grindline will deliver all submittals via PDF format unless otherwise specified.
- All site furnishings to be provided by the City.

Any additional work will be billed at the hourly rates below

Grindline Skateparks, Inc.	
Project Director, Principal	$125.00 per hour
Project Manager, Associate	$75.00 per hour
Lead Designer, Principal	$125.00 per hour
Design Associate	$85.00 per hour
CAD Technician	$55.00 per hour
Clerical/Administration	$55.00 per hour

TAB 6

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LEAVENWORTH, WASHINGTON AND VARELA & ASSICIATES, INC FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement') is made and entered into by and between the City of, Leavenworth Washington, a Washington State municipal corporation ("City"), and Varela & Associates, Inc. ___, a Washington engineering firm ("Consultant") **[LEGAL STATUS OF ENTITY SHOULD BE INSERTED i.e., LLC; Sole Proprietor; LLP; Inc., P.S.; Partnership, Foreign Corporation licensed to do business in Washington State]** .

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding **[INSERT SHORT GENERAL DESCRIPTION OF WHAT SERVICES ARE REGARDING]** consulting engineering for updating the City's Water System Plan, as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

III.2 **WORK PRODUCT AND DOCUMENTS**. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of

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

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

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

III.3 **TERM.** The term of this Agreement shall commence on _____ upon execution by the City_____ and shall terminate at midnight, _____ April 1st 2018 _____ _____. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 **EMPLOYMENT.**

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

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

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

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

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

In the event the Consultant indicates "no", but an employee in fact was a retiree of a Washington

State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 **INDEMNITY.**

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

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

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

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

e. Public Records Requests.
In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

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

III.7 **INSURANCE.**

a. **Insurance Term**

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

b. **No Limitation**

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

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

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

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

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

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

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

Consultant shall maintain the following insurance limits:

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

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

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

(4) Professional Liability/Consultant's Errors and Omissions Liability.

$1,000,000 per claim and $1,000,000 as an annual aggregate.

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

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

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

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

i. **Claims-made Basis.** Unless approved by the City all insurance policies except the Consultant's professional liability insurance shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The Consultant shall maintain professional liability insurance in compliance with III.7 c(4) above for at least three (3) years following completion of the consultant's work performed under this agreement.

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

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

III.8 **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL**

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

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

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

III.11 **INDEPENDENT CONTRACTOR.**

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

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

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

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

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

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

III.14 **SUBCONTRACTORS/SUBCONSULTANTS.**

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

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

__TBD. If utilized, will be added by future amendment

_____

_____

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS.**

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed ___$62,518___ without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 **MAINTENANCE/INSPECTION OF RECORDS.**

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

b. **Public Records**

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

ARTICLE V. GENERAL

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

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

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

Varela & Associates
Attn: Jesse Cowger, President
601 W. Mallon Ste A
Spokane, WA 99201

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

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

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

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

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

V.5 **SEVERABILITY**

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2016.

CITY OF LEAVENWORTH, WA	VARELA & ASSOCIATES, INC.
By_____	By _____
Cheryl K Farivar, Mayor	Jesse Cowger, President

Approved as to form:

_____
Thom H. Graafstra, City Attorney

City of Leavenworth

WATER SYSTEM PLAN

PLAN CONTENTS AND SCOPE OF WORK

October 2016

					JJC
		hourly effort estimated by worker classification for the purpose of establishing budget	**Engineer**	**Technician**	**Clerical**
1		**PREPLANNING, DATA COLLECTION**	**24**	**0**	**0**
	A.	***Preplanning Meeting with City & DOH; preparation and coord. w/ City***	8		
	B.	***Obtain, compile, review available information***	8		
	C.	***System visit and staff interviews***	8		
2		**DESCRIPTION OF WATER SYSTEM, SYSTEM INVENTORY, MAPS**	**8**	**14**	**0**
	A.	***Ownership and Management***			
	B.	***System Background*** (from previous WSP)			
	C.	***Inventory of Existing Facilities*** — City to provide updated info and tabulated data	2		
	D.	***Maps of Existing Facilities, Land Use, Zoning, Service Areas***			
		Existing system schematic map — revise existing maps with markups from Staff	2	8	
		Zoning and land use (show UGA and City/County zoning designations)	1	4	
		Overlay the following service areas as relevant to preceding figures	1	2	
		Existing Service Area — service areas to be defined by City			
		Retail Service Area			
		Future Service Area			
		Water Rights "Place of Use" Service Area			
	E.	***Related Plans***	1		
		List of relevant Comprehensive Plans (City, County, Watershed)			
	F.	***Service Area Policies (obtain from City, summarize for WSP)***	1		
		Current service area policies, ordinances, bylaws, agreements			
		Include Duty to Serve Policy for new services **(Compliance with Municipal Water Law)**			
		1. Process for new service request including time frame			
		2. How system capacity is determined			
		3. Non-technical conditions of service (water rights, annexation policy, etc.)			
		4. How disputes/appeals are handled when request for service is denied.			
		Adequacy of service policies (City opinion)			
		Complaints (policies and record keeping)			
3		**PLANNING DATA, WATER DEMAND FORECASTING**	**32**	**0**	**0**
	A.	***Present Population, Service Connections, Water Use*** — City provide tabulated data	20		
		Population, service connections, customer classes			
		Present wtr demand (2013-2015 data): total system & bstr zones (ADD,MDD,PHD,ERUs)			
		Seasonal variations in consumption by customer class (systems > 1,000 connections)			
		Equivalent Residential Units (ERU's) calculation			
		Estimate of unaccounted for water (DSL percentage and volume) — City WUE reports			
	B.	***Projected Land Use, Population, Water Demand***	8		
		Projected growth and distribution 6 yr and 20 yr — City provide growth rate and location			
		Projected 6 yr & 20 yr demand: (ADD, MDD, PHD, ERUs)			
	C.	***Concurrence with Local Planning Jurisdictions***	4		
		Coordinate with City, County RE DOH required "Planning Consistency Checklist"			
4		**EXISTING SYSTEM ANALYSIS**	**116**	**20**	**0**
	A.	***System Evaluation and Design Criteria*** — assume minimal change, City to confirm	2		
	B.	***System Description and Analysis***			
		Description of problems/deficiencies reported by City (inc. operational problems)	4		
		Overall supply evaluation:	8		
		Capacity, reliability			
		Facility condition, remaining service life			
		Report known source water protection issues as reported by City, if any			
		Existing treatment (WTP and chlorination at well sites)	8		
		Potential effect of future regulatory requirements on supply planning	2		
		Storage (capacity, condition, location, elevation)	8		
		Reservoir overflow ponds (or lack thereof)	2		
		Transmission/distribution system (condition, valving, services, other)	4		
		Booster station(s) (capacity, operation, reliability, DOH criteria, condition)	2		
		System hydraulic analysis:	40	20	
		Update existing model — City to provide marked up maps			
		Distribute system demands			
		Coordinate field calibration testing by City (if needed)			
		Run present, 6-yr, and 20-yr analyses			
		Develop operating scenarios for sources and boosters (consider water rights and energy efficiency)			
		Describe defiency with area near WTP where services have very low pressure	2		
		System reliability evaluation	4		
		Summary of system regarding adequacy, reliability, condition, deficiencies, regulatory issues, growth/expansion capability, supply planning issues	8		

City of Leavenworth
WATER SYSTEM PLAN
PLAN CONTENTS AND SCOPE OF WORK
October 2016

					JJC
		hourly effort estimated by worker classification for the purpose of establishing budget	**Engineer**	**Technician**	**Clerical**
	B.	***Water Quality Analysis*** — City provide tabulated data	4		
		Summary of available data, review of historical trends			
		Future regulatory requirements, potential impact on system planning			
	C.	***Seasonal Coliform Issues*** — assume no chronic issues	2		
		Summary of historical sampling violations and trends (if any)			
		Summary of communcations and actions by DOH concerning violations (if any)			
	D.	***Water Rights Overview*** assume most material and discussion by City's water rights attorney	8		
	E.	***Overall System Capacity Determination***	8		
5	**IMPROVEMENTS**		**90**	**24**	**0**
	A.	***Prioritization of System Deficiencies Requiring Improvement*** — input from City needed	8		
	B.	***Supply Alternatives Conceptual Consideration of:*** — included in WUE Section			
		Enhanced conservation, interties, water rights issues/impacts, artificial recharge,			
		reclaimed water, re-use, other non-potable sources (considerations req'd by DOH)			
	C.	***Supply Alternatives, Compare Costs, Pros and Cons***			
		Conceptual scope/cost of recommended operational improvements to WTP resulting from	2		
		training of current operator and resulting recommendations by training outfit			
		City to provide recommendations from training outfit			
		Assess whether additional operational analysis may be warranted and recommend scope	8		
		Possible near-term WTP improvements, if any (concepts only, rough costs)	20		
		Future in depth evaluation of long-term plan for WTP — to be determined			
	D.	***Storage Improvements Concepts & Costs*** (assume volume adequate)	0	0	
	G.	***Trans/Dist system Improvements*** *(hydraulic analysis, planning level cost estimates)*			
		Identify needed new or upsized mains to address hydraulic issues	16	12	
	H.	***Booster station(s)/pressure zones***			
		Carry forward future booster zones from previous WSP; update as needed	4		
	I.	***Seasonal Coliform Issues Improvements*** (if any)	0		
	J.	***Management/Operations/Policies Improvements*** (refer to item 10)			
	K.	***Selection of Alternatives,if applicable; specific deficiencies addressed (table)***	4		
	L.	***Improvements Map, Network Hydraulics Map***	8	8	
Summarize results of Tasks 4 & 5; City review and comment			**20**	**4**	
6	**IMPLEMENTATION PLAN**		**18**	**4**	**0**
	A.	***Improvements Implementation Plan & Water System CFP***			
		Prioritization, phasing, schedule	2		
		Costs; O&M issues	4	4	
		Capital Facilities Plan (CFP) outline (6-yr and 20-yr)	4		
	B.	***Identify Implementation Issues***	8		
7	**FINANCIAL PROGRAM**		**12**	**0**	**0**
	A.	***Obtain and review available financial data from City***	2		
	B.	***Tabulate & summarize present annual costs and revenues; adequacy of revenue***	2		
	C.	***Present outstanding debt schedule; capital &/or debt reserve funds***	2		
	D.	***Impacts of improvements plan on operating costs, if any***	2		
	E.	***Potential funding/financing sources for capital improvements***	2		
	F.	***Example capital financing scenarios & rate impacts (not an actual financing plan)***	2		
	G.	***Financial Viability Test*** *(only req'd for systems < 1,000 connections)*			
	H.	***6 year water utility operating budget*** *(only req'd for systems < 1,000 connections)*			
8	**WATER USE EFFICIENCY PROGRAM**		**25**	**0**	**0**
	A.	***WUE Program Planning, Implementation and Reporting***			
		Describe current WUE Program	1		
		Propose WUE goal and evaluate WUE measures cost-effectiveness w/schedule and budget	8		
		Public meeting to adopting WUE goal and choose WUE measures — by City	0		
		Describe consumer education process	1		
		Estimate projected water savings from selected measures	1		
		Describe process to determine effectiveness of Program	2		
		Additional requirements for Systems >1,000 Services:	4		
	B.	***Distribution System Leakage (DSL)***	4		
	C.	***DSL Control Plan*** — assume DSL 3-year average >19%, <29%	4	0	0
		If DSL >10% for 3 year average (see option below if less than 500 connections)			
		DSL reduction plan schedule & budget; address technical & financial issues:			
		If >10%<19%: assessment of data accuracy/data collection			
		If >19%<29%: assessment of data accuracy/data collection, & field activities			
		to reduce leakage within 12 months			

City of Leavenworth
WATER SYSTEM PLAN
PLAN CONTENTS AND SCOPE OF WORK
October 2016

			Engineer	Technician	JJC Clerical
		hourly effort estimated by worker classification for the purpose of establishing budget			
9	**SOURCE WATER PROTECTION**		**0**	**0**	**0**
	A.	***Wellhead Protection Program*** review current program w/ City, determine updates needed			
	B.	***Watershed Control Program*** review current program w/ City, determine updates needed			
	C.	***Identification, Assessment & Selection of Improvements***			
	D.	***Summary of Implementation Efforts***			
10	**OPERATION AND MAINTENANCE PROGRAM**		**64**	**0**	**0**
	A.	***Water System Management and Personnel***	1		
	B.	***Operator Certification***	1		
	C.	***System Operations and Control***	8		
		Allowance for developing concept and options for systematizing O&M (maint. mgmt. sys.)	12		
		Allowance for developing concept, pros/cons, and rough cost for moving to GIS based asset n	12		
		Concept for rating condition/remaining service life of facilities for asset management	8		
		Allowance for assisting staff in developing outline for standard operating procedures (SOPs)	20		
		for the water system resulting in site and asset specific checklists for maint. and ops.			
		O&M scope may require revision upon additoinal discussions with City			
	D.	***Comprehensive Monitoring (Regulatory Compliance) Plan***	2		
	E.	***Emergency Response Program*** by City			
	F.	***Safety Procedures*** by City			
	G.	***Cross-Connection Control Program*** by City			
	H.	***Customer Complaint Response Program*** by City			
	I.	***Recordkeeping and Reporting Procedures*** by City			
	J.	***Identification/assessment/selection of O&M Program improvements***			
11	**DISTRIBUTION FACILITIES DESIGN & CONSTRUCTION STDS.**	**(optional)**	**0**	**0**	**0**
	A.	***Project Review Procedures***			
	B.	***Policies and Requirements for Outside Parties***			
	C.	***Design Standards (Performance Standards and Sizing Criteria)***			
	D.	***Construction Standards (Specifications of Materials and Methods)***			
	E.	***Construction Certification and Follow-up Procedures***			
12	**WSP DOCUMENT; CITY & DOH REVIEWS & COORDINATION**		**104**	**20**	**12**
	A.	***Meetings & Workshop Sessions w/Client; DOH Coord (except pre-planning mtg)***	8		
	B.	***Prepare Draft WSP***	40	8	8
	C.	***Assist Client with Assembly of Required Documentation (see list below)***	4	4	
	D.	***DOH/Client Reviews/Meeting/Comments on draft WSP***	12		
	E.	***Revisions, Finalize Plan, Final DOH Approval & City Adoption***	40	8	4
13	**SPECIAL EVALUATIONS, OTHER SCOPE ITEMS**		**0**	**0**	**0**
	A.	***Well/Aquifer Hydrological Evaluations*** **not included**			
	B.	***Environmental Reviews, Public Involvement*** by City			
		WSP (non-project) SEPA checklist & DNS; assistance with publication			
		Preparation/attendance at public meetings other than listed previously			
	C.	***Other Evaluations or scope items:*** **none planned**			
		(If any, list and describe here or in other attachments)			
TOTAL ESTIMATED WSP HOURS			**493**	**82**	**12**

ESTIMATED COST

	Qty	Unit	Rate*	Amount		Estimated Document Count	
						Drafts	
Principle Engineer	80	hrs @	$ 130	$ 10,400	*	City	3
Engineer	413	hrs @	$ 100	$ 41,300		DOH	2
Technician	82	hrs @	$ 85	$ 6,970		Varela	1
Specialty subconsultants	0	hrs @	$ -	$ -	assume not required	**Finals**	
Admin Assist., Clerical	12	hrs @	$ 60	$ 720		City	5
Doc. publication mat'ls *	14	sets @	$ 70	$ 980		DOH	2
Mileage for meetings	1,200	miles @	$ 0.54	$ 648		Varela	1
Meals, misc. expenses				$ 1,500			
TOTAL ESTIMATED COST				**$ 62,518**		**Total bound docs**	**14**

** Hourly rates estimated for purpose of establishing budget*

Department of Health, Office of Drinking Water
Eastern Regional Office
Pre-Plan Agreement

WSP UPDATE

- If previous plan did not include Muni Water Law provisions, the update needs to

If an item is shaded grey, then you can carry over information from the last plan if no updates are needed.

Pre-Plan Date:	October 13, 2016
Water System Name:	City of Leavenworth
PWS #:	46500
Existing WSP expiration date:	December 15, 2017
Operating Permit Color:	Green
WSP Submittal Due Date:	ASAP (Contact us if it will be later than Oct.13, 2017)

WAC 246-290-100 requires purveyors of any new water systems, a system in a new water coordination act area, or a system that is expanding or experiencing problems to submit a Water System Plan (WSP) to DOH, and systems serving 1,000 or more service connections to update their WSP every six (6) years. The purpose of this preplan meeting is to determine the scope and level of detail of the WSP or update and establish a schedule for submittal of the document. This agreement is valid until the WSP submittal due date above. After this date, the agreement will need to be renegotiated. The operating permit color will change to yellow if approval of the WSP update is not achieved by the WSP expiration date noted above.

Pre-Plan Attendees:

Herb Amick (Leavenworth)	Mike Wilson, PE (DOH)
Jesse Cowger (Varela)	Ben Serr (DOH)
Dana Cowger (Varela)	Pete Cowger (Varela)

Water System Plan (WSP) Checklist for Municipal Systems (DRAFT)

	Include in plan	*Content Description*	*WSP Page #*
	(√)	**Water System Plan Submittal Form** – DOH Pub. 331-397-F	
Chapter 1		**Description of Water System**	
	(√)	Ownership and management (updated/current WFI) – Update as needed	_____
	(√)	System history and background – Update as needed	_____
	(√)	Brief inventory of existing facilities – Update as needed	_____
	(√)	Description of and discussion about related plans: ~~CWSP, ground water management area, basin and~~ City/County comprehensive plans & zoning. Include land use & zoning maps ***– for SA change / MWL***	_____
	(√)	Service area characteristics, agreements, & policies including conditions of service and how new service will be provided in the retail service area. Include maps for, retail service area, and water rights place of use service area – DOH Pub. 331-432 & DOH Pub. 331-438	_____
	(√)	Duty to serve statement for the retail service area – DOH Pub. 331-366	_____
	~~( )~~	~~Satellite Management Agency information~~	_____
	(√)	Local Government Consistency from planning agencies – DOH Pub. 331-568 – City and County	_____

Chapter 2	Basic Planning Data	
(√)	**Current data:** population, **active** service connections, and ERUs	_____
(√)	**Data Collection:** Monthly and annual production totals per source including purchased water Annual usage by customer class – Single Family, Multi Family, Commercial/Industrial/etc., Irrigation ~~Annual usage for water supplied to other systems~~ A description of seasonal variations in use by customer class (≥1,000 connections)	_____
(√)	**10 year & 20 year service area projections for 2018 through 2028 and 2038:** Population, service connections, and ERUs Water demand (without WUE savings) - WAC 246-290-221 Comprehensive Plan & Zoning – Narrative about development type, amount, location, and timing based on pop. projections	_____
(√)	DSL percentage and volume (provide discussion in Chapter 4) – Calculations in Ch. 4	_____

Chapter 3	System Analysis	
(√)	System design standards (fire flow, system pressures, etc.) – Update as needed	_____
(√)	System inventory, description and analysis – Detailed description of current system	_____
(√)	Source	_____
(√)	Storage	_____
(√)	Distribution system/hydraulics (with equalization & FFS depleted)	_____
(√)	Pressure zones	_____
(√)	Treatment	_____
(√)	Written legal & physical system capacity analysis & Worksheet 6-1: ERU Determinations (DOH PUB 331-123)	_____
(√)	Water quality analysis	_____
(√)	Summary of system deficiencies	_____
(√)	Analysis of possible improvement projects	_____

Chapter 4	Water Resource Analysis & Water Use Efficiency (WUE)	
(√)	**Metering Program** • Description of all source meters (existing and new sources) – Size, type, and age. • Description of service meter program include how all meters are operated, calibrated, & maintained, ~~and, if not fully metered submit installation schedule & include in the budget~~ – Discuss replacement schedule and fees ~~• Description of permanent & seasonal intertie meter program, if not fully metered submit meter installation schedule & include in the budget – Do not need to include emergency interties~~ ~~• Describe activities to minimize leakage if not fully service & intertie metered~~	_____

(√) **Water Use Efficiency Program (WUE)**
A WUE program should be designed to achieve the WUE goal by implementing cost effective measures per WAC 246-290-810 – Refer to DOH Pub. 331-375

1. Describe the current conservation (WUE) program
2. Describe WUE goal & document public adoption process (include signed minutes) – Pub. meeting req. according to 246-290-830(7)
3. Describe measures that will be implemented to achieve the goal & include schedule & costs in the budget – Five measures are required for 1,000 – 2,499 service connections.
4. Describe process used to evaluate the WUE measures you did not implement (≥1,000 see below)
5. Describe yearly consumer education – Usually included in the Consumer Confidence Report
6. Estimate projected water demand with savings from selected measures – Should achieve the goal

(√) ≥ 1000 Connections

- Estimate water saved from efficiency measures over the past 6 years

These are only for measures that are not implemented.

- Quantitative evaluation of measures to determine if they are cost-effective, include marginal costs of water production
- Evaluate measures for cost-effectiveness if shared with other systems
- Quantitative or qualitative evaluation of measures to determine if they are cost-effective from the societal perspective

(√) **Distribution System Leakage (DSL)**
Evaluate and report DSL (WAC 246-290-820) – most recent three year average is used for the evaluation

(√) **Water loss control action plan (WLCAP)** ***- if DSL is > 10%***
Submit the WLCAP as required by WAC 246-290-820(4) – Current leakage levels need to address (a) – (f)

(√) **Source of supply analysis:**

- Evaluate water supply alternatives if additional water rights will be pursued within 20 years
- Describe water supply characteristics & discuss any foreseeable impact (quantity & quality) to the resource (WAC 246-290-100 (4)(f) (ii) (B)) – Describe the anticipated change due to use of the source.

(√) **Water rights self-assessment: Consult with Ecology regarding water rights prior to plan submittal.**
Put all water right information together in Chapter 4, include water right self-assessment forms for existing, 10 & 20 years and copies of water right certificate(s) – DOH 331-371, 372, and 373. There should be 3: current, 10 yr., and 20 yr.

(√) Water supply reliability analysis ***–depth to water over time (and other studies or reports) if available***

~~(√) Interties – descriptions and agreements~~

(√) Explore reclaimed water opportunities (≥1,000 Connections)

Chapter 5 Source Water Protection (Check One or Both)

(√) Sanitary Control Area covenants that address the requirements of WAC 246-290-135(2) - Wells

(√) Wellhead protection program or 2 year update (updated inventory, letters, and map) per WAC 246-290-135(3) - DOH 331-018

(√) Watershed control program (surface water systems)

Chapter 6 Operation and Maintenance Program

(√) Water system management and personnel – Update as needed

(√) Operator certification – Update as needed

(√) Routine operating procedures and preventive maintenance – Update as needed

(√) Water quality sampling procedures & program – Update as needed _____

(√) Coliform monitoring plan and map – Update for RTCR, make sure addresses and map locations match _____

(√) Emergency program, service reliability requirements & water shortage plan per WAC 246-290-420 – Consider Tier 1 PN process, and multiple channels for notification. – DOH Pub. 331-211 _____

(√) Address sanitary survey findings _____

(√) Cross-connection control program (provide copies of annual summary report form) – DOH 331-234 & 331-355 _____

(√) Recordkeeping, reporting, and customer complaint program _____

(√) Summary of O&M deficiencies, include cost in budget _____

Chapter 7 **Distribution Facilities Design and Construction Standards** Optional, if water system wants this

(√) Standard construction specifications for distribution mains – Check box 13 on the WSP Submittal Form _____

~~(√) Design and construction standards for distribution-related projects~~ _____

Chapter 8 **Improvement Program**

(√) Capital improvement program including 10-year CIP schedule _____

Chapter 9 **Financial Program**

A financial program to demonstrate financial viability:

(√) Summary of past income and expenses _____

(√) 10-year operational budget – Include capital, operational, and emergency reserves. CIP and budget must be consistent _____

(√) Plan for collecting the revenue necessary to maintain cash flow stability and to fund capital and emergency improvements _____

(√) Rate structure evaluation that considers the feasibility of implementing rate structure that encourages water demand efficiency – Must evaluate a seasonal or inclining block rate if not using one _____

Chapter 10 **Miscellaneous Documents**

(√) Informational meeting for the consumers, include notification and signed minutes _____

(√) Attach notice to adjacent utilities that WSP is available for review & comment. Attach comments received. _____

(√) Completed SEPA process with signed Determination – Non project SEPA for the plan only _____

(√) Agreements: franchise, wheeling, mutual aid, inter-local and other agreements – WA WARN _____

~~(–) Satellite Management Contract and Water User Agreement~~ _____

- **The plan must be stamped and signed by a P.E. registered in the State of Washington.**
- **All maps should be a minimum of 11"x17"**
- **Fee - $3,705.00 for the 1st and 2nd drafts (1,000 to 9,999 connections). Additional drafts beyond the 2nd are an additional $926.25.**
- **Copies – Provide DOH with two (2) copies of the WSP. DOH sends one copy on to the Dept. of Ecology. ECY copy can be electronic.**
- **Timelines – Plans are reviewed in the order received. DOH will respond within ninety (90) days of receiving draft plans (i.e. 90 days after the first draft, and again, 90 days after the second draft). Dept. of Ecology has 60 days to review, and that is concurrent with the DOH 90 day period.**
- **When DOH is ready to approve the final WSP, the plan must be adopted by the governing body; include signed meeting minutes or resolution**

Chelan County Sheriff Office

September 2016

Leavenworth Monthly Report

Offenses by Location LV

AGAS	Agency Assist	5
ALAR	Alarm	5
ALNC	Alcohol Offense, Not Classifie	1
ANPR	Animal Problem	6
ASDV	Assault, Domestic Violence	2
ASNC	Assault, Not Classified	2
ATL	Attempt to Locate	3
BUNF	Burglary, Non-res, Forcibl Ent	1
CHAN	Child Abuse or Neglect	1
CITA	Citizen Assist	3
CIVL	Civil	4
DCON	Disorderly Conduct	3
DEB	Dead Body	1
DUI	DUI Alcohol or Drugs	5
HARR	Harassment	1
JRUN	Juvenile Runaway	1
JUVP	Juvenile Problem	1
MISP	Missing Person	3
MLNC	Mal Mischief Not Classified	1
MVAI	Motor Vehicle Accident Injury	1
MVAN	Motor Vehicle Accident Non Inj	7
MVHR	Motor-Vehicle Acc, Hit and Run	1
MVNC	Motor Vehicle Accident Not cla	2
NC	Not Classified	1
NOIS	Noise Violation	6
PARK	Parking Problem	7
PRFO	Property, Found	4
PRLO	Property, Lost	10
PRNC	Property, Not Classified	1
RIPO	Obstruct/Resist Officer	1
SUSP	Suspicious Circumstances	18
THRE	Threatening	1
TOFF	Traffic Offense	9
TPBC	Theft, Property, Bicycle	1
TPMV	Theft, Property, From Mtr Veh	3
TPNC	Theft, Not Classified	1
TPOT	Theft, Property, Other	2
TRES	Trespass	3
VEDS	Verbal Dispute	1
VHPR	Vehicle Prowl - No Theft	3
VICO	Violation No Contact Order	1
WELF	Welfare Check	5
	Total Offenses	**138**

Citations Issued by Location LV

46.20.015	NVOL with ID or Expired	1
46.20.342.1C	DWLS 3RD	1
46.20.740	OPER VEH W/O IGNITION INTERLOC	1
46.30.020	NO PROOF OF LIABILITY INS	2
46.61.145	FOLLOW TOO CLOSE	1
46.61.180	FAIL YIELD RIGHT OF WAY	1
46.61.502	DUI	6
46.61.570	ILLEGAL PARKING	4
46.61.688	SAFETY BELTS REQ USE	1
9A.36.041.DV	ASSAULT 4TH/DOMESTIC VIOL	1
9A.48.090.DV	MALICIOUS MISCHIEF 3RD DV	1
9A.52.080	CRIMINAL TRESPASS 2ND	1
9A.76.040	RESISTING ARREST	1
	Total Violations:	**22**

Chelan County Sheriff Office

September 2016

Leavenworth Monthly Report

Arrests by Location

LV

CRIM	**Criminal Arrest Entry**		
	46.20.342.3	DWLS 3RD	1
	46.20.740	OPER VEH W/O IGNITION	1
	46.61.502	DUI	4
	46.61.502.5	DUI	1
	9A.36.041.DV	ASSAULT 4TH/DOMESTIC	1
	9A.48.090.DV	MALICIOUS MISCHIEF 3RD	1
	9A.52.080	CRIMINAL TRESPASS 2ND	1
	9A.76.040	RESISTING ARREST	1
		Subtotal	**11**
FELO	**Felony Warrantless**		
	9A.36.041.DV	ASSAULT 4TH/DOMESTIC	1
	9A.46.020.1A	HARASSMENT/THREATS	1
		Subtotal	**2**
		TOTAL	**13**

If CRIM, FELO or JUV do not appear on Screen there are no arrests for this month.

Strategic Fiscal Management

By Stan Finkelstein, Chair, Washington State Public Works Board

*(Editor's Note: This article was published a couple of years ago in Budget Suggestions and the insight of this article is every bit as relevant now, as it was then. Strategically thinking about the budget is as a vital component of local government's fiscal wellbeing. Because of the significance of this advice we thought it should become a part of our annual publication. After all this is "**Budget Suggestions**", Toni Nelson, Public Financial Consultant, MRSC and Editor of Budget Suggestions.)*

During the past five years, many counties and cities have struggled with shrinking resources, rising health care and energy costs and a citizenry clamoring for their governments to sustain and enhance services. The question often arises as to whether local officials could have initiated strategies prior to the start of the "great recession" that would have enabled them to better maintain revenues and expenditures and thereby the level and array of services. While no strategy is foolproof, especially given the inability to predict the magnitude and duration of economic downturns, the following "do's" and don'ts" can help local officials temper the impact of those downturns. Key to any effective strategy is the willingness of local officials to avoid the intoxication of unsustainable revenue growth during periods of economic growth in order to set aside resources to meet needs during the down slope of the economic cycle.

Wise Fiscal Management: The "Do's"

While not an inexhaustible list, the following *DO's* are designed to provide guidance to local officials regarding how best to discharge their fiscal stewardship in a manner designed to maintain services during an economic cycle.

1. *Understand the budget:* know the underlying assumptions regarding the key revenue sources; the factors that impact the revenue forecasts and the impacts of economic changes on those revenues. Also understand the expenditures; factors that may drive expenditures (e.g. crime rates and jail costs) and external factors that could impact expenditures, such as key cost drivers (e.g. inflation) legislative actions and court decisions.

2. *Budget strategically:* recognize that the budget is based on a series of assumptions and forecasts normally agreed to 18 months prior to the conclusion of the year for which the budget is adopted. Revenue forecasts should be realistic, yet conservative. Anticipated expenditures should be budgeted on a "worst possible case", yet not excessive. The budget should identify mandatory and discretionary services and be designed to signal where reductions should occur if mid-year adjustments are necessary.

3. *Monitor the budget throughout the year:* elected officials must be continually apprised of trends in revenues and spending and apprised as to when mid-year adjustments are required. In larger counties and cities a budget committee should be formed to work with fiscal staff to gain a comprehensive understanding of budget trends as they evolve. The entire governing authority should be provided with monthly budget reports by the jurisdictions chief administrative or fiscal officer.

4. *Manage personnel costs:* traditionally, personnel costs account for upwards of 75% of total county or city expenditures. Jurisdictions should budget for accrued sick and vacation leave buyouts upon separation of employees and set aside reserves to accommodate those expenditures. Additionally, due

to separations and delays in recruitment and filling of vacancies it may be appropriate to budget for a given vacancy rate below the fully staffed level.

5. *Recurring capital expenditures should be integrated into the annual budget;* oftentimes when revenues are shrinking local officials tend to reduce capital maintenance and ongoing replacement expenditures in order to maintain services. The impact of that strategy is to ultimately result in increased deterioration of the jurisdiction's capital stock and greater capital costs. Vehicle and computer replacement, roadway resurfacing, and minor facility improvements are all ongoing expenditures and should be treated with co-equal importance to other ongoing responsibilities.

6. *Recognize the interdependence between new capital facilities and future operating expenditures:* oftentimes new capital facilities; swimming pools, park and recreation facilities, new or expanded jails, etc will impact future operating budgets. Before agreeing to invest in such facilities the county or city should undertake a comprehensive fiscal analysis to determine what the ongoing operating and maintenance costs will be and whether they can be absorbed.

7. *Manage nonrecurring revenues and expenditures:* oftentimes local governments get into trouble by believing that revenues arising during periods of strong economic growth will continue indefinitely, only to find that when the economy stabilizes there arises a *shortfall* and new services cannot be sustained. A portion of those excess revenues should be set aside to cover reduced revenues during economic downturns and for nonrecurring capital expenditures. Similarly, unanticipated and emergent expenditures should be outside of the traditional operating budget and defrayed from reserves and other resources unless the jurisdiction is large enough to be able to annually predict such needs.

8. *Budget ending cash balances and establish reserve accounts:* every county and city should budget between one and two months of beginning cash balances to provide for meeting expenditures prior to the receipt of the new fiscal year's revenues. In addition, reserves should be established to meet ongoing commitments, such as vacation and sick leave buyouts upon separation, and for smaller jurisdictions to accommodate sick and vacation leave accruals potentially necessitating overtime and temporary employees. In addition, it is encouraged that all jurisdictions fund a budget stabilization or "rainy day" fund that could be used to offset declining revenues during economic downturns. The latter could also be tapped to meet unanticipated or emergent needs.

9. *Manage debt and borrow when beneficial:* most local officials lack the sophistication to understand when it may desirable to incur "inside" (council-manic or commissioner authorized) debt and how to manage debt. Often county and city officials want to "save" for a major project rather than issue bonds due the fear of debt overwhelming their operating budget. The reality is that when the annual inflation in construction costs exceeds the cost of borrowing it is prudent to incur debt, especially when the debt is to be amortized by a guaranteed revenue stream such as road district tax levies or ongoing utility charges. This is especially true when borrowing from the Public Works Assistance Account or the state Clean Water or Safe Drinking Water Revolving Funds, all of which have inordinately low interest rates.

10. *Develop a long term fiscal "vision":* the elected officials in every county and city, regardless of size should, in concert with their senior fiscal staff and administrators undertake a periodic fiscal retreat. Such a retreat should be used to review long term revenue and expenditure trends and to provide

guidance in the long term strategic plan for the jurisdiction. A fiscal retreat can also be a source of fiscal training for newly elected officials as well as provide the means to determine the long term sustainability of existing and new service demands.

Wise Fiscal Management: The "Don'ts"

Strategic fiscal management requires not only the adoption of positive behaviors, it also encourages elected officials to implement fiscally prudent restraints; the *DON'Ts*. Following is a brief list of suggested restraints designed to enable counties and cities to avoid a fiscal cliff:

1. *Don't encumber future budgets by excessive reliance on commissioner/councilmanic debt that is not secured by a guaranteed revenue stream.* In many counties and cities there has been a tendency during good economic times to invest in capital improvements funded by ongoing general fund revenues only to find that when the economy returns to a normal growth rate that revenues decline and traditional services cannot be maintained.

2. *Don't inflate revenue forecasts or underestimate expenditures simply to "balance" the budget.* The budget is a prediction of the level of available resources and the costs of providing a market basket of services. Elected officials must accept the forecasts provided by their finance professionals and should never arbitrarily change those forecast simply to accommodate desires for enhanced or expanded services.

3. *Don't defer necessary mid-year budget adjustments* to accommodate political expediency. Frequently, when there is a revenue shortfall local officials are hesitant to reduce spending. The budget must be considered a "living" document that may need to be altered to respond to changing conditions. The sooner that budget cuts can be implemented the less dramatic the changes that may be required.

4. *Don't make promises you can't keep.* Frequently state and local officials tend to promise to their constituents enhanced and new services or tax cuts that cannot be implemented. This tendency raises expectations and when they fail to materialize they may cause hard. Elected officials need to be realistic and periodically review the jurisdiction's spending priorities to determine whether the implementation of such promises is of a higher priority than current marginal expenditures.

Conclusion

For most local officials, fiscal management of a government is a difficult, if not an impossible responsibility. The citizenry expects wise prudent management, certainty of service delivery, and reasonable and consistent levels of taxation. They are unaware of the impacts of changes in economic conditions on the available resources to their governments. It is incumbent on local officials to manage their responsibilities in such a manner as to try to provide a consistent level of services and to periodically step back and reevaluate what it is that the jurisdiction does provide and whether the array of and level of services is consistent with the priorities of the citizenry. The afore listed *"Do's"* and *"Don'ts"* are not intended to be an exhaustive list but rather guidelines enabling local elected officials to better discharge their fiscal management responsibilities and gain an understanding of the complexities of public sector budgeting.

LEAVENWORTH CITY COUNCIL
Finance Committee Agenda
City Hall - Conference Room
October 25, 2016, 5:00 p.m.

Members:
Carolyn Wilson - Chair
Margaret Neighbors
Richard Brinkman

1) **Finance Director Topics:**

   a) **Revenue / Expenditure Reports by Department**

   b) **September 2016 Investment Report (1 page)**

   c) **Tax & Parking Revenue Summary Reports (7 pages)**

   d) **All Funds Revenue/Expenditure Charts and Cash Flow Figures (4 pages)**

2) **Finance Committee / Mayor Topics**

   a) **Ad Valorem (Property) Tax Options**
      a. **Increase for SRO**
      b. **Reduce Banked Capacity – offset by reduction to Fire Hall Bond**

   b) **Budget Priorities Follow-up Discussion**

Memo

To: Mayor, City Council and Joel Walinski

From: Chantell Steiner, Finance Director

Date: October 20, 2016

Re: September 2016 Revenue/Expenditure Report

Attached is the September 2016 Revenue and Expenditure report through September 30, 2016. The first page includes revenues and expenses without the beginning and ending fund balance budget and actuals, allowing for a true picture of revenues versus expenditures. Please note that a particular fund may not show on this page if there were no revenues or expenses. In reviewing this page you will find that we have received 72.3% of revenues and have spent 62.7% on expenses.

In reviewing the revenues (fund balances excluded) to date across all funds the City is 0.4% higher than it was in 2015. In reviewing the expenditures (fund balances excluded) to date across all funds the City is 1.5% lower than it was in 2015. As reported last month, the City is trending below 2015 expenses mostly due to lower capital projects; although the spread from last month has decreased considerably due to the construction related payments for the Chumstick Trail Water/Sewer Extension Project.

The Retail Sales Tax percentage, through the month of September, decreased ever so slightly to 7.78% down from 7.8% over last month. The Lodging Tax percentage has increased to 12.9% up from 11.94% over last month. The Transportation Benefit District (TBD) Tax and Public Safety Retail Sales Taxes continue to come in with a similar trend to the base Retail Sales Tax with an overall percent increase through September 2016 of 7.85% for the TBD and 8.75% for the Public Safety Tax. The first half of Property Taxes have come in for the year as anticipated with the April 30 tax deadlines; the City has received 57.1% of the anticipated budget at this time; the second half of taxes are due by October 31 and the City will begin seeing those payments throughout October. Real Estate Excise Taxes (REET) continues to do well in 2016 with 138% of the budgeted figure already received to date; however, this tax remains below the September 2015 year to date revenues by $7,126.97 or -6.46%. Parking revenues for all lots combined in September continue to exceed 2015 figures by 29.02% up slightly from 28.97% last month; this is an increase of nearly $86,000 through September 2016. Although cash flow was down from August by nearly $250K it continues to remain very stable for September with yearly revenues exceeding expenditures by $1,208,693 at month end; this is down from $1,457,760 in August. This decrease was anticipated with annual utility debt service payments being made in September; the next major debt payments will occur again in November.

The City's investment return for September increased slightly from .468% to .497% due to the final transition of funds from the Local Government Investment Pool (LGIP) to the Cashmere Valley Bank Money Market Account (CVBMM). The City's overall return rate continues to be above the 1-Month US Treasury Bills by .297% and is slightly above the LGIP by .008%. The current return rate for the LGIP is .49%, the CVBMM is .54% and the CVB Checking is at .27%.

If you have any questions on how to interpret or cannot find something in particular in any fund, please do not hesitate to ask and I will do my best to help find the answer!

REVENUES LESS BEGINNING FUND BALANCES SEPTEMBER 2016

City Of Leavenworth | Months: 01 To: 09 | Time: 09:00:45 Date: 10/04/2016
MCAG #: 0222 | Page: 1

Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 Current Expense	2,605,559.14	1,887,580.86	72.4%	0.00	0.00	0.0%
101 Streets	1,705,045.54	909,975.74	53.4%	0.00	0.00	0.0%
104 Lodging Tax	1,358,662.00	1,063,457.84	78.3%	0.00	0.00	0.0%
107 P.W. Capital Improvement	80,000.00	110,736.77	138.4%	0.00	0.00	0.0%
110 Leavenworth Civic Center	115,550.00	98,791.01	85.5%	0.00	0.00	0.0%
176 Community Swimming Pool	249,803.00	146,071.59	58.5%	0.00	0.00	0.0%
201 1997 G.O. Bond	60,000.00	34,426.51	57.4%	0.00	0.00	0.0%
202 2009 G.O. Bond	29,043.00	14,521.39	50.0%	0.00	0.00	0.0%
203 2013 G.O. Bond	184,813.00	44,906.50	24.3%	0.00	0.00	0.0%
301 Capital Projects Fund (Warehous	0.00	263.79	0.0%	0.00	0.00	0.0%
305 Pine Street Capital Project	200,000.00	200,252.60	100.1%	0.00	0.00	0.0%
402 Garbage	678,978.00	535,416.03	78.9%	0.00	0.00	0.0%
403 Water	1,453,151.00	1,141,934.36	78.6%	0.00	0.00	0.0%
404 Sewer	1,707,472.00	1,274,441.77	74.6%	0.00	0.00	0.0%
405 Water Bond Reserve	43,000.00	0.00	0.0%	0.00	0.00	0.0%
406 Sewer Bond Reserve	0.00	0.00	0.0%	0.00	0.00	0.0%
410 Stormwater	94,092.00	72,353.61	76.9%	0.00	0.00	0.0%
415 Parking	371,800.00	317,123.94	85.3%	0.00	0.00	0.0%
501 Equip Rental & Revolving Fund	527,300.00	393,724.10	74.7%	0.00	0.00	0.0%
502 Central Services	77,275.00	77,276.00	100.0%	0.00	0.00	0.0%
601 Cemetery Endowment Fund	40,550.00	42,075.42	103.8%	0.00	0.00	0.0%
630 Transportation Benefit District A	135,000.00	135,000.00	100.0%	0.00	0.00	0.0%
635 UVPRSA Agency Fund	125,000.00	67,000.00	53.6%	0.00	0.00	0.0%
	11,842,093.68	8,567,329.83	72.3%	0.00	0.00	0.0%

EXPENDITURES LESS ENDING FUND BALANCES SEPTEMBER 2016

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Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 Current Expense	0.00	0.00	0.0%	2,765,131.30	1,461,485.57	52.9%
101 Streets	0.00	0.00	0.0%	1,823,116.32	889,970.40	48.8%
104 Lodging Tax	0.00	0.00	0.0%	1,378,321.00	900,082.77	65.3%
107 P.W. Capital Improvement	0.00	0.00	0.0%	80,000.00	60,000.00	75.0%
110 Leavenworth Civic Center	0.00	0.00	0.0%	157,753.97	100,462.66	63.7%
176 Community Swimming Pool	0.00	0.00	0.0%	234,391.00	174,710.48	74.5%
201 1997 G.O. Bond	0.00	0.00	0.0%	89,042.00	2,170.00	2.4%
202 2009 G.O. Bond	0.00	0.00	0.0%	29,043.00	14,521.39	50.0%
203 2013 G.O. Bond	0.00	0.00	0.0%	184,813.00	44,906.50	24.3%
301 Capital Projects Fund (Warehous	0.00	0.00	0.0%	90,542.75	26,232.13	29.0%
305 Pine Street Capital Project	0.00	0.00	0.0%	0.00	0.00	0.0%
402 Garbage	0.00	0.00	0.0%	653,579.00	452,324.10	69.2%
403 Water	0.00	0.00	0.0%	1,408,060.66	1,193,985.11	84.8%
404 Sewer	0.00	0.00	0.0%	1,625,570.67	1,241,645.80	76.4%
405 Water Bond Reserve	0.00	0.00	0.0%	0.00	0.00	0.0%
410 Stormwater	0.00	0.00	0.0%	80,939.34	45,299.37	56.0%
415 Parking	0.00	0.00	0.0%	293,330.00	143,241.87	48.8%
501 Equip Rental & Revolving Fund	0.00	0.00	0.0%	502,714.00	342,011.16	68.0%
502 Central Services	0.00	0.00	0.0%	77,275.00	63,587.22	82.3%
601 Cemetery Endowment Fund	0.00	0.00	0.0%	0.00	0.00	0.0%
630 Transportation Benefit District A	0.00	0.00	0.0%	135,000.00	135,000.00	100.0%
635 UVPRSA Agency Fund	0.00	0.00	0.0%	125,000.00	67,000.00	53.6%
	0.00	0.00	0.0%	11,733,623.01	7,358,636.53	62.7%

2016 SEPTEMBER BUDGET POSITION

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001 Current Expense

Revenues	Amt Budgeted	September	YTD	Remaining	
308 Beginning Balances	1,031,933.00	0.00	1,031,932.97	0.03	100.0%
310 Taxes	1,859,052.00	115,107.78	1,334,994.32	524,057.68	71.8%
320 Licenses & Permits	128,050.00	12,705.88	277,881.35	(149,831.35)	217.0%
330 Intergovernmental Revenues	127,009.14	4,260.81	113,861.56	13,147.58	89.6%
340 Charges For Goods & Services	58,648.00	17,829.07	102,019.01	(43,371.01)	174.0%
350 Fines & Penalties	0.00	0.00	975.00	(975.00)	0.0%
360 Interest & Other Earnings	41,950.00	758.26	48,833.82	(6,883.82)	116.4%
380 Non Revenues	390,850.00	459.07	9,015.80	381,834.20	2.3%
390 Other Financing Sources	0.00	0.00	0.00	0.00	0.0%
Fund Revenues:	**3,637,492.14**	**151,120.87**	**2,919,513.83**	**717,978.31**	**80.3%**

Expenditures	Amt Budgeted	September	YTD	Remaining	
511 Legislative	63,249.00	5,189.26	44,679.29	18,569.71	70.6%
513 Executive	121,262.00	9,997.01	86,304.31	34,957.69	71.2%
514 Financial, Recording & Elections	116,426.00	12,125.44	87,446.70	28,979.30	75.1%
515 Legal Services	48,250.00	3,907.00	47,597.40	652.60	98.6%
518 Centralized Services	118,630.00	2,525.91	61,347.18	57,282.82	51.7%
521 Law Enforcement	625,071.00	6,746.22	469,163.34	155,907.66	75.1%
522 Fire Control	43,000.00	0.00	21,500.00	21,500.00	50.0%
525 Disaster Services	4,450.00	0.00	3,920.40	529.60	88.1%
536 Cemetery	99,706.00	10,267.89	71,199.05	28,506.95	71.4%
554 Environmental Services	12,100.00	2,666.66	10,312.31	1,787.69	85.2%
558 Planning & Community Devel	233,244.00	15,156.64	131,282.50	101,961.50	56.3%
559 Housing & Community Develop	95,042.00	25,825.51	81,144.97	13,897.03	85.4%
562 Public Health	975.00	0.00	1,081.50	(106.50)	110.9%
565 Welfare	0.00	0.00	0.00	0.00	0.0%
566 Substance Abuse	0.00	0.00	265.21	(265.21)	0.0%
569 Aging & Adult Services	4,500.00	0.00	500.00	4,000.00	11.1%
571 Education & Recreation	3,000.00	0.00	1,078.40	1,921.60	35.9%
576 Park Facilities	502,298.00	33,850.41	367,777.26	134,520.74	73.2%
580 Non Expeditures	382,950.00	(1,062.48)	6,816.34	376,133.66	1.8%
591 Debt Service - Principal Repayment	44,843.00	0.00	44,843.32	(0.32)	100.0%
592 Debt Service - Interest Costs	11,323.00	0.00	6,221.91	5,101.09	54.9%
594 Capital Expenditures	204,812.30	10,095.28	(82,995.82)	287,808.12	40.5%
597 Interfund Transfers	30,000.00	0.00	0.00	30,000.00	0.0%
999 Ending Balance	872,360.84	0.00	0.00	872,360.84	0.0%
Fund Expenditures:	**3,637,492.14**	**137,290.75**	**1,461,485.57**	**2,176,006.57**	**40.2%**
Fund Excess/(Deficit):	**0.00**	**13,830.12**	**1,458,028.26**		

2016 SEPTEMBER BUDGET POSITION

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101 Streets

Revenues	Amt Budgeted	September	YTD	Remaining	
308 Beginning Balances	128,805.00	0.00	128,804.85	0.15	100.0%
310 Taxes	536,064.00	60,972.98	412,801.20	123,262.80	77.0%
330 Intergovernmental Revenues	619,481.54	94,599.99	302,142.31	317,339.23	48.8%
360 Interest & Other Earnings	0.00	0.00	32.23	(32.23)	0.0%
380 Non Revenues	334,500.00	0.00	0.00	334,500.00	0.0%
390 Other Financing Sources	0.00	0.00	0.00	0.00	0.0%
397 Interfund Transfers	215,000.00	0.00	195,000.00	20,000.00	90.7%
Fund Revenues:	**1,833,850.54**	**155,572.97**	**1,038,780.59**	**795,069.95**	**56.6%**

Expenditures	Amt Budgeted	September	YTD	Remaining	
030 Roadway	260,836.00	17,239.06	185,418.11	75,417.89	71.1%
061 Sidewalks	7,000.00	7,700.00	7,792.61	(792.61)	111.3%
063 Street Lighting	25,500.00	1,352.41	12,359.57	13,140.43	48.5%
064 Traffic Control	3,000.00	927.48	2,029.71	970.29	67.7%
066 Snow & Ice	40,500.00	0.00	24,210.35	16,289.65	59.8%
067 Street Cleaning	500.00	0.00	0.00	500.00	0.0%
542 Streets - Maintenance	337,336.00	27,218.95	231,810.35	105,525.65	68.7%
543 Streets Admin & Overhead	311,280.00	9,664.25	239,118.20	72,161.80	76.8%
547 Transit Systems & Railroads	500.00	0.00	587.71	(87.71)	117.5%
580 Non Expeditures	334,500.00	0.00	0.00	334,500.00	0.0%
591 Debt Service - Principal Repayment	56,924.00	0.00	56,924.33	(0.33)	100.0%
592 Debt Service - Interest Costs	5,473.00	0.00	5,472.21	0.79	100.0%
594 Capital Expenditures	4,000.00	0.00	0.00	4,000.00	0.0%
595 Capital Expenditures- Streets	773,103.32	104,739.25	356,057.60	417,045.72	46.1%
597 Interfund Transfers	0.00	0.00	0.00	0.00	0.0%
999 Ending Balance	10,734.22	0.00	0.00	10,734.22	0.0%
Fund Expenditures:	**1,833,850.54**	**141,622.45**	**889,970.40**	**943,880.14**	**48.5%**
Fund Excess/(Deficit):	**0.00**	**13,950.52**	**148,810.19**		

2016 SEPTEMBER BUDGET POSITION

104 Lodging Tax

Revenues	Amt Budgeted	September	YTD	Remaining	
308 Beginning Balances	287,325.00	0.00	287,325.04	(0.04)	100.0%
310 Taxes	1,358,662.00	169,428.65	1,062,633.90	296,028.10	78.2%
360 Interest & Other Earnings	0.00	211.28	823.94	(823.94)	0.0%
Fund Revenues:	**1,645,987.00**	**169,639.93**	**1,350,782.88**	**295,204.12**	**82.1%**

Expenditures	Amt Budgeted	September	YTD	Remaining	
557 Community Services	1,082,542.00	70,082.07	794,829.75	287,712.25	73.4%
591 Debt Service - Principal Repayment	90,000.00	0.00	0.00	90,000.00	0.0%
592 Debt Service - Interest Costs	48,736.00	300.00	24,515.38	24,220.62	50.3%
594 Capital Expenditures	128,000.00	9,564.38	66,216.25	61,783.75	51.7%
597 Interfund Transfers	29,043.00	0.00	14,521.39	14,521.61	50.0%
999 Ending Balance	267,666.00	0.00	0.00	267,666.00	0.0%
Fund Expenditures:	**1,645,987.00**	**79,946.45**	**900,082.77**	**745,904.23**	**54.7%**
Fund Excess/(Deficit):	**0.00**	**89,693.48**	**450,700.11**		

2016 SEPTEMBER BUDGET POSITION

107 P.W. Capital Improvement

Revenues	Amt Budgeted	September	YTD	Remaining	
308 Beginning Balances	119,613.00	0.00	119,613.24	(0.24)	100.0%
310 Taxes	80,000.00	14,978.76	110,403.55	(30,403.55)	138.0%
360 Interest & Other Earnings	0.00	64.99	333.22	(333.22)	0.0%
Fund Revenues:	**199,613.00**	**15,043.75**	**230,350.01**	**(30,737.01)**	**115.4%**

Expenditures	Amt Budgeted	September	YTD	Remaining	
597 Interfund Transfers	80,000.00	0.00	60,000.00	20,000.00	75.0%
999 Ending Balance	119,613.00	0.00	0.00	119,613.00	0.0%
Fund Expenditures:	**199,613.00**	**0.00**	**60,000.00**	**139,613.00**	**30.1%**
Fund Excess/(Deficit):	**0.00**	**15,043.75**	**170,350.01**		

2016 SEPTEMBER BUDGET POSITION

110 Leavenworth Civic Center

Revenues	Amt Budgeted	September	YTD	Remaining	
308 Beginning Balances	96,638.00	0.00	96,638.50	(0.50)	100.0%
340 Charges For Goods & Services	85,050.00	29,970.31	98,141.72	(13,091.72)	115.4%
350 Fines & Penalties	0.00	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings	0.00	1.46	138.70	(138.70)	0.0%
380 Non Revenues	500.00	170.52	510.59	(10.59)	102.1%
397 Interfund Transfers	30,000.00	0.00	0.00	30,000.00	0.0%
Fund Revenues:	**212,188.00**	**30,142.29**	**195,429.51**	**16,758.49**	**92.1%**

Expenditures	Amt Budgeted	September	YTD	Remaining	
575 Cultural & Recreational Facilities	113,121.00	5,760.59	78,028.37	35,092.63	69.0%
580 Non Expeditures	1,500.00	225.95	1,270.70	229.30	84.7%
594 Capital Expenditures	43,132.97	1,660.54	21,163.59	21,969.38	49.1%
999 Ending Balance	54,434.03	0.00	0.00	54,434.03	0.0%
Fund Expenditures:	**212,188.00**	**7,647.08**	**100,462.66**	**111,725.34**	**47.3%**
Fund Excess/(Deficit):	**0.00**	**22,495.21**	**94,966.85**		

2016 SEPTEMBER BUDGET POSITION

176 Community Swimming Pool

Revenues	Amt Budgeted	September	YTD	Remaining	
308 Beginning Balances	30,336.00	0.00	30,335.68	0.32	100.0%
310 Taxes	0.00	0.00	0.00	0.00	0.0%
340 Charges For Goods & Services	91,000.00	5,348.70	78,748.92	12,251.08	86.5%
360 Interest & Other Earnings	575.00	20.09	322.67	252.33	56.1%
380 Non Revenues	40,000.00	0.00	0.00	40,000.00	0.0%
397 Interfund Transfers	118,228.00	0.00	67,000.00	51,228.00	56.7%
Fund Revenues:	**280,139.00**	**5,368.79**	**176,407.27**	**103,731.73**	**63.0%**

Expenditures	Amt Budgeted	September	YTD	Remaining	
576 Park Facilities	179,066.00	41,898.79	167,821.62	11,244.38	93.7%
580 Non Expeditures	50,250.00	0.00	0.00	50,250.00	0.0%
592 Debt Service - Interest Costs	75.00	0.00	0.00	75.00	0.0%
594 Capital Expenditures	5,000.00	0.00	6,888.86	(1,888.86)	137.8%
999 Ending Balance	45,748.00	0.00	0.00	45,748.00	0.0%
Fund Expenditures:	**280,139.00**	**41,898.79**	**174,710.48**	**105,428.52**	**62.4%**
Fund Excess/(Deficit):	**0.00**	**(36,530.00)**	**1,696.79**		

2016 SEPTEMBER BUDGET POSITION

201 1997 G.O. Bond

Revenues	Amt Budgeted	September	YTD	Remaining	
308 Beginning Balances	60,418.00	0.00	60,417.57	0.43	100.0%
310 Taxes	60,000.00	579.81	34,174.18	25,825.82	57.0%
360 Interest & Other Earnings	0.00	43.13	252.33	(252.33)	0.0%
Fund Revenues:	**120,418.00**	**622.94**	**94,844.08**	**25,573.92**	**78.8%**

Expenditures	Amt Budgeted	September	YTD	Remaining	
591 Debt Service - Principal Repayment	85,000.00	0.00	0.00	85,000.00	0.0%
592 Debt Service - Interest Costs	4,042.00	300.00	2,170.00	1,872.00	53.7%
999 Ending Balance	31,376.00	0.00	0.00	31,376.00	0.0%
Fund Expenditures:	**120,418.00**	**300.00**	**2,170.00**	**118,248.00**	**1.8%**
Fund Excess/(Deficit):	**0.00**	**322.94**	**92,674.08**		

2016 SEPTEMBER BUDGET POSITION

202 2009 G.O. Bond

Revenues	Amt Budgeted	September	YTD	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings	0.00	0.00	0.00	0.00	0.0%
397 Interfund Transfers	29,043.00	0.00	14,521.39	14,521.61	50.0%
Fund Revenues:	**29,043.00**	**0.00**	**14,521.39**	**14,521.61**	**50.0%**

Expenditures	Amt Budgeted	September	YTD	Remaining	
591 Debt Service - Principal Repayment	26,717.00	0.00	13,255.78	13,461.22	49.6%
592 Debt Service - Interest Costs	2,326.00	0.00	1,265.61	1,060.39	54.4%
999 Ending Balance	0.00	0.00	0.00	0.00	0.0%
Fund Expenditures:	**29,043.00**	**0.00**	**14,521.39**	**14,521.61**	**50.0%**
Fund Excess/(Deficit):	**0.00**	**0.00**	**0.00**		

2016 SEPTEMBER BUDGET POSITION

203 2013 G.O. Bond

Revenues	Amt Budgeted	September	YTD	Remaining	
308 Beginning Balances	28.00	0.00	0.00	28.00	0.0%
390 Other Financing Sources	0.00	0.00	0.00	0.00	0.0%
397 Interfund Transfers	184,813.00	0.00	44,906.50	139,906.50	24.3%
Fund Revenues:	**184,841.00**	**0.00**	**44,906.50**	**139,934.50**	**24.3%**

Expenditures	Amt Budgeted	September	YTD	Remaining	
591 Debt Service - Principal Repayment	95,000.00	0.00	0.00	95,000.00	0.0%
592 Debt Service - Interest Costs	89,813.00	0.00	44,906.50	44,906.50	50.0%
593 Advance Refunding Escrow	0.00	0.00	0.00	0.00	0.0%
595 Capital Expenditures- Streets	0.00	0.00	0.00	0.00	0.0%
596 Issuance Discount On Long-Term Debt	0.00	0.00	0.00	0.00	0.0%
597 Interfund Transfers	0.00	0.00	0.00	0.00	0.0%
999 Ending Balance	28.00	0.00	0.00	28.00	0.0%
Fund Expenditures:	**184,841.00**	**0.00**	**44,906.50**	**139,934.50**	**24.3%**
Fund Excess/(Deficit):	**0.00**	**0.00**	**0.00**		

2016 SEPTEMBER BUDGET POSITION

301 Capital Projects Fund (Warehouse)

Revenues	Amt Budgeted	September	YTD	Remaining	
308 Beginning Balances	90,666.00	0.00	90,665.85	0.15	100.0%
360 Interest & Other Earnings	0.00	15.98	263.79	(263.79)	0.0%
397 Interfund Transfers	0.00	0.00	0.00	0.00	0.0%
Fund Revenues:	**90,666.00**	**15.98**	**90,929.64**	**(263.64)**	**100.3%**

Expenditures	Amt Budgeted	September	YTD	Remaining	
518 Centralized Services	0.00	0.00	0.00	0.00	0.0%
595 Capital Expenditures- Streets	90,542.75	24,450.88	26,232.13	64,310.62	29.0%
597 Interfund Transfers	0.00	0.00	0.00	0.00	0.0%
999 Ending Balance	123.25	0.00	0.00	123.25	0.0%
Fund Expenditures:	**90,666.00**	**24,450.88**	**26,232.13**	**64,433.87**	**28.9%**
Fund Excess/(Deficit):	**0.00**	**(24,434.90)**	**64,697.51**		

2016 SEPTEMBER BUDGET POSITION

305 Pine Street Capital Project

Revenues	Amt Budgeted	September	YTD	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings	200,000.00	5.80	200,252.60	(252.60)	100.1%
Fund Revenues:	**200,000.00**	**5.80**	**200,252.60**	**(252.60)**	**100.1%**

Expenditures	Amt Budgeted	September	YTD	Remaining	
595 Capital Expenditures- Streets	0.00	0.00	0.00	0.00	0.0%
999 Ending Balance	200,000.00	0.00	0.00	200,000.00	0.0%
Fund Expenditures:	**200,000.00**	**0.00**	**0.00**	**200,000.00**	**0.0%**
Fund Excess/(Deficit):	**0.00**	**5.80**	**200,252.60**		

2016 SEPTEMBER BUDGET POSITION

402 Garbage

Revenues	Amt Budgeted	September	YTD	Remaining	
308 Beginning Balances	173,152.00	0.00	173,151.67	0.33	100.0%
330 Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.0%
340 Charges For Goods & Services	676,478.00	60,691.17	533,347.15	143,130.85	78.8%
360 Interest & Other Earnings	2,500.00	705.67	2,068.88	431.12	82.8%
380 Non Revenues	0.00	0.00	0.00	0.00	0.0%
Fund Revenues:	**852,130.00**	**61,396.84**	**708,567.70**	**143,562.30**	**83.2%**

Expenditures	Amt Budgeted	September	YTD	Remaining	
537 Garbage & Solid Waste	616,079.00	43,212.74	444,193.63	171,885.37	72.1%
591 Debt Service - Principal Repayment	0.00	0.00	0.00	0.00	0.0%
592 Debt Service - Interest Costs	0.00	0.00	0.00	0.00	0.0%
594 Capital Expenditures	37,500.00	0.00	8,130.47	29,369.53	21.7%
597 Interfund Transfers	0.00	0.00	0.00	0.00	0.0%
999 Ending Balance	198,551.00	0.00	0.00	198,551.00	0.0%
Fund Expenditures:	**852,130.00**	**43,212.74**	**452,324.10**	**399,805.90**	**53.1%**
Fund Excess/(Deficit):	**0.00**	**18,184.10**	**256,243.60**		

2016 SEPTEMBER BUDGET POSITION

403 Water

Revenues	Amt Budgeted	September	YTD	Remaining	
308 Beginning Balances	78,732.00	0.00	78,731.94	0.06	100.0%
330 Intergovernmental Revenues	0.00	0.00	863.58	(863.58)	0.0%
340 Charges For Goods & Services	1,374,601.00	146,205.19	1,130,823.16	243,777.84	82.3%
350 Fines & Penalties	8,500.00	1,209.99	9,848.85	(1,348.85)	115.9%
360 Interest & Other Earnings	50.00	208.24	398.77	(348.77)	797.5%
370 Capital Contributions	70,000.00	0.00	0.00	70,000.00	0.0%
380 Non Revenues	0.00	0.00	0.00	0.00	0.0%
390 Other Financing Sources	0.00	0.00	0.00	0.00	0.0%
397 Interfund Transfers	0.00	0.00	0.00	0.00	0.0%
Fund Revenues:	**1,531,883.00**	**147,623.42**	**1,220,666.30**	**311,216.70**	**79.7%**

Expenditures	Amt Budgeted	September	YTD	Remaining	
534 Water Utilities	946,221.66	81,942.44	732,362.58	213,859.08	77.4%
580 Non Expeditures	43,000.00	0.00	0.00	43,000.00	0.0%
591 Debt Service - Principal Repayment	305,962.00	166,977.86	251,961.39	54,000.61	82.4%
592 Debt Service - Interest Costs	42,877.00	15,400.90	31,534.17	11,342.83	73.5%
594 Capital Expenditures	70,000.00	98,141.46	178,126.97	(108,126.97)	254.5%
597 Interfund Transfers	0.00	0.00	0.00	0.00	0.0%
999 Ending Balance	123,822.34	0.00	0.00	123,822.34	0.0%
Fund Expenditures:	**1,531,883.00**	**362,462.66**	**1,193,985.11**	**337,897.89**	**77.9%**
Fund Excess/(Deficit):	**0.00**	**(214,839.24)**	**26,681.19**		

2016 SEPTEMBER BUDGET POSITION

404 Sewer

Revenues	Amt Budgeted	September	YTD	Remaining	
308 Beginning Balances	788,762.00	0.00	788,761.71	0.29	100.0%
330 Intergovernmental Revenues	197,060.00	0.00	19,462.70	177,597.30	9.9%
340 Charges For Goods & Services	1,431,912.00	120,405.07	1,252,291.19	179,620.81	87.5%
350 Fines & Penalties	8,500.00	0.00	0.00	8,500.00	0.0%
360 Interest & Other Earnings	0.00	244.19	2,687.88	(2,687.88)	0.0%
370 Capital Contributions	70,000.00	0.00	0.00	70,000.00	0.0%
380 Non Revenues	0.00	0.00	0.00	0.00	0.0%
390 Other Financing Sources	0.00	0.00	0.00	0.00	0.0%
Fund Revenues:	**2,496,234.00**	**120,649.26**	**2,063,203.48**	**433,030.52**	**82.7%**

Expenditures	Amt Budgeted	September	YTD	Remaining	
535 Sewer	988,104.67	62,224.43	704,224.53	283,880.14	71.3%
591 Debt Service - Principal Repayment	305,292.00	59,000.00	296,292.24	8,999.76	97.1%
592 Debt Service - Interest Costs	7,174.00	0.00	5,045.54	2,128.46	70.3%
594 Capital Expenditures	325,000.00	152,839.78	236,083.49	88,916.51	72.6%
999 Ending Balance	870,663.33	0.00	0.00	870,663.33	0.0%
Fund Expenditures:	**2,496,234.00**	**274,064.21**	**1,241,645.80**	**1,254,588.20**	**49.7%**
Fund Excess/(Deficit):	**0.00**	**(153,414.95)**	**821,557.68**		

2016 SEPTEMBER BUDGET POSITION

405 Water Bond Reserve

Revenues	Amt Budgeted	September	YTD	Remaining	
308 Beginning Balances	45,024.00	0.00	45,023.85	0.15	100.0%
380 Non Revenues	43,000.00	0.00	0.00	43,000.00	0.0%
397 Interfund Transfers	0.00	0.00	0.00	0.00	0.0%
Fund Revenues:	**88,024.00**	**0.00**	**45,023.85**	**43,000.15**	**51.1%**

Expenditures	Amt Budgeted	September	YTD	Remaining	
580 Non Expeditures	0.00	0.00	0.00	0.00	0.0%
999 Ending Balance	88,024.00	0.00	0.00	88,024.00	0.0%
Fund Expenditures:	**88,024.00**	**0.00**	**0.00**	**88,024.00**	**0.0%**
Fund Excess/(Deficit):	**0.00**	**0.00**	**45,023.85**		

2016 SEPTEMBER BUDGET POSITION

406 Sewer Bond Reserve

Revenues	Amt Budgeted	September	YTD	Remaining	
308 Beginning Balances	132,024.00	0.00	132,023.84	0.16	100.0%
397 Interfund Transfers	0.00	0.00	0.00	0.00	0.0%
Fund Revenues:	**132,024.00**	**0.00**	**132,023.84**	**0.16**	**100.0%**

Expenditures	Amt Budgeted	September	YTD	Remaining	
999 Ending Balance	132,024.00	0.00	0.00	132,024.00	0.0%
Fund Expenditures:	**132,024.00**	**0.00**	**0.00**	**132,024.00**	**0.0%**
Fund Excess/(Deficit):	**0.00**	**0.00**	**132,023.84**		

2016 SEPTEMBER BUDGET POSITION

410 Stormwater

Revenues	Amt Budgeted	September	YTD	Remaining	
308 Beginning Balances	14,629.00	0.00	14,629.01	(0.01)	100.0%
330 Intergovernmental Revenues	33,629.00	0.00	29,645.68	3,983.32	88.2%
340 Charges For Goods & Services	60,463.00	4,783.75	42,667.75	17,795.25	70.6%
360 Interest & Other Earnings	0.00	27.59	40.18	(40.18)	0.0%
380 Non Revenues	0.00	0.00	0.00	0.00	0.0%
Fund Revenues:	**108,721.00**	**4,811.34**	**86,982.62**	**21,738.38**	**80.0%**

Expenditures	Amt Budgeted	September	YTD	Remaining	
531 Storm Water Services	40,508.00	530.61	19,222.64	21,285.36	47.5%
580 Non Expeditures	0.00	0.00	0.00	0.00	0.0%
591 Debt Service - Principal Repayment	4,958.00	0.00	4,958.34	(0.34)	100.0%
592 Debt Service - Interest Costs	545.00	0.00	545.41	(0.41)	100.1%
594 Capital Expenditures	34,928.34	4,330.57	20,572.98	14,355.36	58.9%
999 Ending Balance	27,781.66	0.00	0.00	27,781.66	0.0%
Fund Expenditures:	**108,721.00**	**4,861.18**	**45,299.37**	**63,421.63**	**41.7%**
Fund Excess/(Deficit):	**0.00**	**(49.84)**	**41,683.25**		

2016 SEPTEMBER BUDGET POSITION

415 Parking

Revenues	Amt Budgeted	September	YTD	Remaining	
308 Beginning Balances	189,994.00	0.00	189,993.52	0.48	100.0%
360 Interest & Other Earnings	371,800.00	40,059.66	317,123.94	54,676.06	85.3%
397 Interfund Transfers	0.00	0.00	0.00	0.00	0.0%
Fund Revenues:	**561,794.00**	**40,059.66**	**507,117.46**	**54,676.54**	**90.3%**

Expenditures	Amt Budgeted	September	YTD	Remaining	
542 Streets - Maintenance	47,517.00	8,888.83	41,409.10	6,107.90	87.1%
580 Non Expeditures	61,000.00	5,214.31	56,926.27	4,073.73	93.3%
592 Debt Service - Interest Costs	0.00	0.00	0.00	0.00	0.0%
597 Interfund Transfers	184,813.00	0.00	44,906.50	139,906.50	24.3%
999 Ending Balance	268,464.00	0.00	0.00	268,464.00	0.0%
Fund Expenditures:	**561,794.00**	**14,103.14**	**143,241.87**	**418,552.13**	**25.5%**
Fund Excess/(Deficit):	**0.00**	**25,956.52**	**363,875.59**		

2016 SEPTEMBER BUDGET POSITION

501 Equip Rental & Revolving Fund

Revenues	Amt Budgeted	September	YTD	Remaining	
308 Beginning Balances	243,884.00	0.00	243,883.81	0.19	100.0%
340 Charges For Goods & Services	523,800.00	0.00	392,850.00	130,950.00	75.0%
360 Interest & Other Earnings	0.00	129.83	874.10	(874.10)	0.0%
380 Non Revenues	1,000.00	0.00	0.00	1,000.00	0.0%
390 Other Financing Sources	2,500.00	0.00	0.00	2,500.00	0.0%
397 Interfund Transfers	0.00	0.00	0.00	0.00	0.0%
Fund Revenues:	**771,184.00**	**129.83**	**637,607.91**	**133,576.09**	**82.7%**

Expenditures	Amt Budgeted	September	YTD	Remaining	
548 Public Works - Centralized Services	292,274.00	18,353.76	174,824.57	117,449.43	59.8%
580 Non Expeditures	1,000.00	0.00	0.00	1,000.00	0.0%
591 Debt Service - Principal Repayment	59,896.00	0.00	30,174.96	29,721.04	50.4%
592 Debt Service - Interest Costs	15,544.00	0.00	8,046.28	7,497.72	51.8%
594 Capital Expenditures	134,000.00	8,006.80	128,965.35	5,034.65	96.2%
999 Ending Balance	268,470.00	0.00	0.00	268,470.00	0.0%
Fund Expenditures:	**771,184.00**	**26,360.56**	**342,011.16**	**429,172.84**	**44.3%**
Fund Excess/(Deficit):	**0.00**	**(26,230.73)**	**295,596.75**		

2016 SEPTEMBER BUDGET POSITION

502 Central Services

Revenues	Amt Budgeted	September	YTD	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.00	0.0%
340 Charges For Goods & Services	77,275.00	19,319.00	77,276.00	(1.00)	100.0%
360 Interest & Other Earnings	0.00	0.00	0.00	0.00	0.0%
Fund Revenues:	**77,275.00**	**19,319.00**	**77,276.00**	**(1.00)**	**100.0%**

Expenditures	Amt Budgeted	September	YTD	Remaining	
518 Centralized Services	71,275.00	12,799.63	58,016.67	13,258.33	81.4%
594 Capital Expenditures	6,000.00	0.00	5,570.55	429.45	92.8%
999 Ending Balance	0.00	0.00	0.00	0.00	0.0%
Fund Expenditures:	**77,275.00**	**12,799.63**	**63,587.22**	**13,687.78**	**82.3%**
Fund Excess/(Deficit):	**0.00**	**6,519.37**	**13,688.78**		

2016 SEPTEMBER BUDGET POSITION

601 Cemetery Endowment Fund

Revenues	Amt Budgeted	September	YTD	Remaining	
308 Beginning Balances	189,111.00	0.00	189,111.19	(0.19)	100.0%
340 Charges For Goods & Services	6,500.00	425.00	7,396.00	(896.00)	113.8%
360 Interest & Other Earnings	50.00	6.53	679.42	(629.42)	*****%
380 Non Revenues	34,000.00	0.00	34,000.00	0.00	100.0%
Fund Revenues:	**229,661.00**	**431.53**	**231,186.61**	**(1,525.61)**	**100.7%**

Expenditures	Amt Budgeted	September	YTD	Remaining	
536 Cemetery	0.00	0.00	0.00	0.00	0.0%
580 Non Expeditures	0.00	0.00	0.00	0.00	0.0%
999 Ending Balance	229,661.00	0.00	0.00	229,661.00	0.0%
Fund Expenditures:	**229,661.00**	**0.00**	**0.00**	**229,661.00**	**0.0%**
Fund Excess/(Deficit):	**0.00**	**431.53**	**231,186.61**		

2016 SEPTEMBER BUDGET POSITION

630 Transportation Benefit District Agency Fund

Revenues	Amt Budgeted	September	YTD	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.00	0.0%
330 Intergovernmental Revenues	135,000.00	0.00	135,000.00	0.00	100.0%
Fund Revenues:	**135,000.00**	**0.00**	**135,000.00**	**0.00**	**100.0%**

Expenditures	Amt Budgeted	September	YTD	Remaining	
597 Interfund Transfers	135,000.00	0.00	135,000.00	0.00	100.0%
999 Ending Balance	0.00	0.00	0.00	0.00	0.0%
Fund Expenditures:	**135,000.00**	**0.00**	**135,000.00**	**0.00**	**100.0%**
Fund Excess/(Deficit):	**0.00**	**0.00**	**0.00**		

2016 SEPTEMBER BUDGET POSITION

635 UVPRSA Agency Fund

Revenues	Amt Budgeted	September	YTD	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.00	0.0%
330 Intergovernmental Revenues	125,000.00	0.00	67,000.00	58,000.00	53.6%
Fund Revenues:	**125,000.00**	**0.00**	**67,000.00**	**58,000.00**	**53.6%**

Expenditures	Amt Budgeted	September	YTD	Remaining	
597 Interfund Transfers	125,000.00	0.00	67,000.00	58,000.00	53.6%
999 Ending Balance	0.00	0.00	0.00	0.00	0.0%
Fund Expenditures:	**125,000.00**	**0.00**	**67,000.00**	**58,000.00**	**53.6%**
Fund Excess/(Deficit):	**0.00**	**0.00**	**0.00**		

2016 SEPTEMBER BUDGET POSITION

City Of Leavenworth | Months: 01 To: 09 | Time: 08:57:05 | Date: 10/04/2016
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Fund		Revenue	September	Received		Expenditures	September	Spent	
001	Current Expense	3,637,492.14	151,120.87	2,919,513.83	80.3%	3,637,492.14	137,290.75	1,461,485.57	40.2%
101	Streets	1,833,850.54	155,572.97	1,038,780.59	56.6%	1,833,850.54	141,622.45	889,970.40	48.5%
104	Lodging Tax	1,645,987.00	169,639.93	1,350,782.88	82.1%	1,645,987.00	79,946.45	900,082.77	54.7%
107	P.W. Capital Improvement	199,613.00	15,043.75	230,350.01	115.4%	199,613.00	0.00	60,000.00	30.1%
110	Leavenworth Civic Center	212,188.00	30,142.29	195,429.51	92.1%	212,188.00	7,647.08	100,462.66	47.3%
176	Community Swimming Pool	280,139.00	5,368.79	176,407.27	63.0%	280,139.00	41,898.79	174,710.48	62.4%
201	1997 G.O. Bond	120,418.00	622.94	94,844.08	78.8%	120,418.00	300.00	2,170.00	1.8%
202	2009 G.O. Bond	29,043.00	0.00	14,521.39	50.0%	29,043.00	0.00	14,521.39	50.0%
203	2013 G.O. Bond	184,841.00	0.00	44,906.50	24.3%	184,841.00	0.00	44,906.50	24.3%
301	Capital Projects Fund (Warehouse)	90,666.00	15.98	90,929.64	100.3%	90,666.00	24,450.88	26,232.13	28.9%
305	Pine Street Capital Project	200,000.00	5.80	200,252.60	100.1%	200,000.00	0.00	0.00	0.0%
402	Garbage	852,130.00	61,396.84	708,567.70	83.2%	852,130.00	43,212.74	452,324.10	53.1%
403	Water	1,531,883.00	147,623.42	1,220,666.30	79.7%	1,531,883.00	362,462.66	1,193,985.11	77.9%
404	Sewer	2,496,234.00	120,649.26	2,063,203.48	82.7%	2,496,234.00	274,064.21	1,241,645.80	49.7%
405	Water Bond Reserve	88,024.00	0.00	45,023.85	51.1%	88,024.00	0.00	0.00	0.0%
406	Sewer Bond Reserve	132,024.00	0.00	132,023.84	100.0%	132,024.00	0.00	0.00	0.0%
410	Stormwater	108,721.00	4,811.34	86,982.62	80.0%	108,721.00	4,861.18	45,299.37	41.7%
415	Parking	561,794.00	40,059.66	507,117.46	90.3%	561,794.00	14,103.14	143,241.87	25.5%
501	Equip Rental & Revolving Fund	771,184.00	129.83	637,607.91	82.7%	771,184.00	26,360.56	342,011.16	44.3%
502	Central Services	77,275.00	19,319.00	77,276.00	100.0%	77,275.00	12,799.63	63,587.22	82.3%
601	Cemetery Endowment Fund	229,661.00	431.53	231,186.61	100.7%	229,661.00	0.00	0.00	0.0%
630	Transportation Benefit District Agency Fund	135,000.00	0.00	135,000.00	100.0%	135,000.00	0.00	135,000.00	100.0%
635	UVPRSA Agency Fund	125,000.00	0.00	67,000.00	53.6%	125,000.00	0.00	67,000.00	53.6%
		15,543,167.68	921,954.20	12,268,374.07	78.9%	15,543,167.68	1,171,020.52	7,358,636.53	47.3%

City of Leavenworth
Investment Report
September 30, 2016

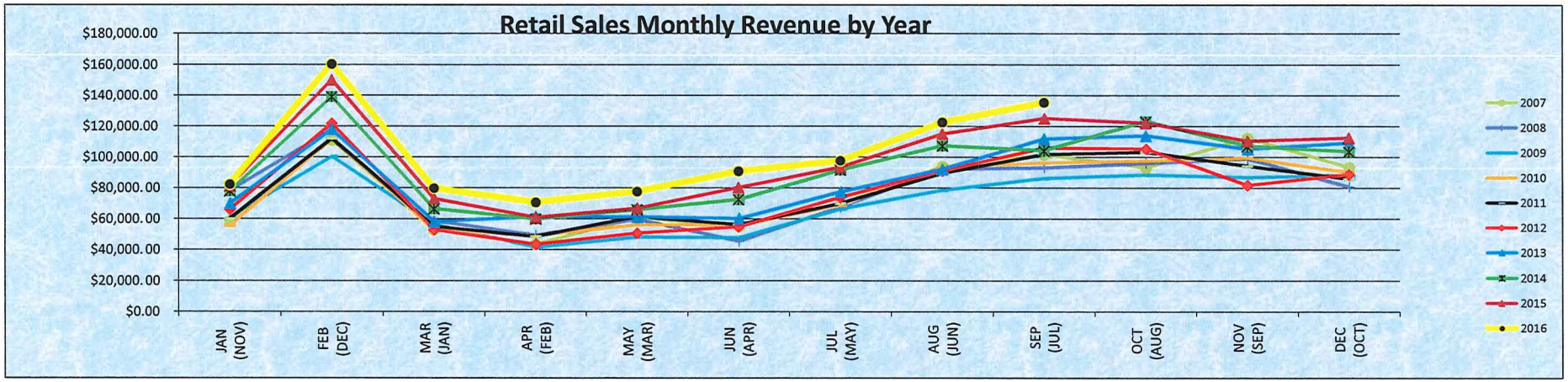
Issued By:	Maturity Date	Term Length	Rate of Return	Current Value
Local Government Investment Pools				
Primary Account			0.49%	$ 125,432.12
Cashmere Valley Bank				
Money Market Savings Account			0.54%	$ 4,302,678.91
Cashmere Valley Bank				
Checking Account			0.27%	$ 795,963.55
*Less Outstanding Cks - $317,590.91				
*Includes 9/30 Deposit + $331,163.13				
Total All Investments				**$ 5,224,074.58**

Total September Banking Service Charges	(Note: CVB = $136, LGIP = $1.48)	$ 157.48
Total September Interest Received	(Note: CVB = $211.47, CVBMM = $1793.60, LGIP = $92.04	$ 2,097.11
Total Monthly Interest Less Banking Service Fees		$ 1,939.63
Total 2016 Interest Received to Date		$ 13,452.63

Performance Matrix	Prior Year	Current Year	Difference
Rate of Return	0.16%	0.497%	0.33%
Baseline (LGIP)	0.18%	0.489%	0.31%
Difference	-0.01%	0.008%	0.02%
Other Benchmarks			
US Treasury Bill - One Month	0.00%	0.20%	0.20%
Difference from Rate of Return	0.16%	0.297%	0.13%

CITY OF LEAVENWORTH
THROUGH SEPTEMBER 30, 2016
RETAIL SALES TAX REVENUE SUMMARY

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	14 to Date	15 to Date
				2010 Budget	2011 Budget	2012 Budget	2013 Budget	2014 Budget	2015 Budget	**2016 Budget**		
				$945,400	$915,000	$933,300	$970,914	$980,825	$1,124,346	**$1,191,064**		
				% of inc/dec	-3.22%	2.00%	4.03%	1.02%	14.63%	**5.93%**		
JAN (NOV)	$58,402.45	$78,351.71	$61,253.23	$55,478.19	$59,992.06	$66,134.18	$70,039.24	$77,885.19	$81,276.00	$82,229.55	$77,885.19	$81,276.00
FEB (DEC)	$110,826.96	$117,572.50	$100,248.23	$111,553.36	$112,092.20	$121,714.04	$117,842.00	$139,027.85	$150,090.90	$160,482.40	$139,027.85	$150,090.90
MAR (JAN)	$52,702.16	$58,537.75	$56,376.12	$52,641.95	$54,980.94	$52,709.96	$58,104.58	$66,458.31	$72,983.48	$79,753.92	$66,458.31	$72,983.48
APR (FEB)	$43,429.45	$49,016.61	$41,383.81	$48,939.70	$48,462.81	$43,427.64	$61,352.93	$59,894.79	$60,915.22	$70,665.74	$59,894.79	$60,915.22
MAY (MAR)	$60,576.92	$59,694.14	$48,106.34	$55,971.41	$61,683.13	$50,624.57	$61,209.63	$65,910.89	$66,896.21	$77,651.98	$65,910.89	$66,896.21
JUN (APR)	$55,117.42	$45,479.20	$47,672.75	$56,017.76	$56,231.75	$54,844.41	$60,287.29	$72,577.51	$80,291.66	$90,823.47	$72,577.51	$80,291.66
JUL (MAY)	$70,008.95	$67,616.96	$66,490.06	$68,687.08	$69,943.17	$73,895.34	$77,360.42	$91,682.02	$93,358.98	$97,643.93	$91,682.02	$93,358.98
AUG (JUN)	$93,810.83	$92,242.76	$78,413.05	$93,242.25	$89,697.80	$90,960.62	$92,008.79	$107,361.19	$115,075.66	$122,589.52	$107,361.19	$115,075.66
SEP (JUL)	$101,658.57	$92,948.66	$86,138.49	$96,155.60	$101,864.35	$105,916.40	$111,771.88	$104,207.90	$125,070.30	$135,495.51	$104,207.90	$125,070.30
OCT (AUG)	$93,016.75	$95,956.62	$88,378.94	$97,490.00	$103,404.51	$105,324.12	$113,741.68	$123,137.74	$122,108.05			
NOV (SEP)	$112,404.76	$98,948.15	$86,853.04	$99,429.91	$94,265.63	$81,757.72	$105,211.39	$107,108.63	$110,472.25			
DEC (OCT)	$93,421.15	$80,786.04	$88,412.13	$90,165.49	$85,894.50	$88,933.46	$109,218.15	$103,638.44	$112,615.05			
TOTAL	**$945,376.37**	**$937,151.10**	**$849,726.19**	**$925,772.70**	**$938,512.85**	**$936,242.46**	**$1,038,147.98**	**$1,118,890.46**	**$1,191,153.76**	**$917,336.02**	**$785,005.65**	**$845,958.41**
Dollar Change	$86,169.56	($8,225.27)	($87,424.91)	$76,046.51	$12,740.15	($2,270.39)	$101,905.52	$80,742.48	$72,263.30	$71,377.61	$132,330.37	$71,377.61
Percent Change	9.11%	-0.88%	-10.29%	8.21%	1.36%	-0.24%	9.82%	7.22%	6.07%	7.78%		
									Previous Month	7.80%		

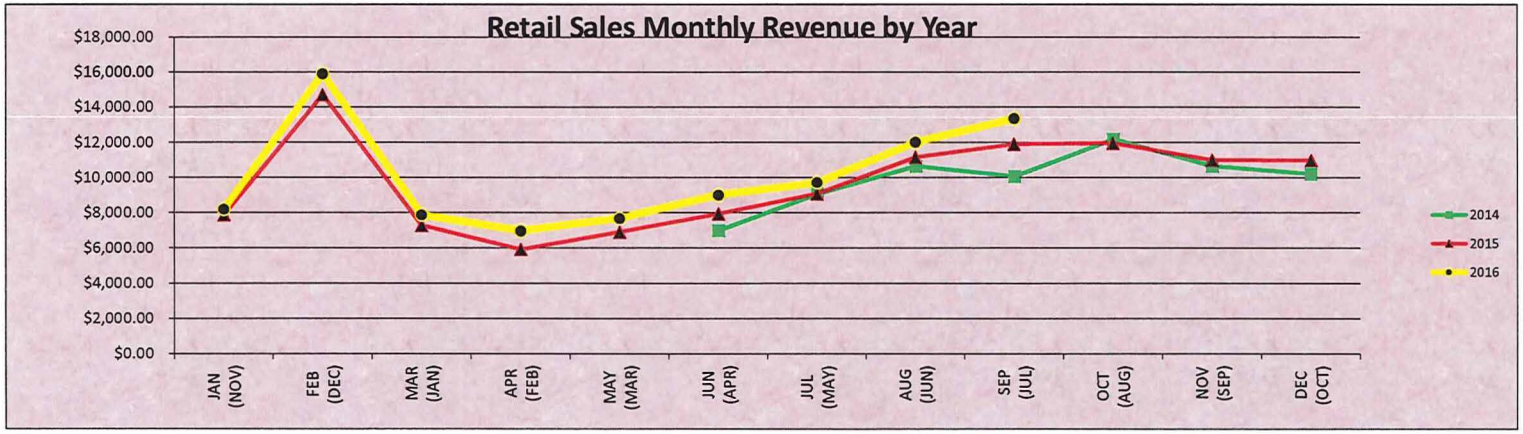


This chart shows annual trends on a month by month basis with the data point pertaining to the month the City received it's portion only of revenues. The month in paranthesis represents the month in which the sales were made by a customer, signafying a two-month lag in revenue posting. Retail Sales taxes are limited for city portions by RCW 82.14.030 to a maximum of 1% less .15% for County purposes. The City of Leavenworth portion of the total tax is at the current maximum receivable of .85%. Voter approved bonds or levys can increase tax collections for a City or County. In 2010, voters approved a .2% increase for the Leavenworth Transportation Benefit District that began collections in April 2011 with first revenues received in June 2011 bringing the total tax in Leavenworth to 8.3% at that time. In 2013, voters approved a .1% increase for a Public Safety tax that began collections in April 2014 with first revenues received in June 2014 bringing the total tax in Leavenworth to the current rate of 8.4%. The total current breakdown of retail taxes is 6.5% to Washington State, .85% to City of Leavenworth, .2% voted to Leavenworth Transportation Benefit District, .1% voted Public Safety Tax to City of Leavenworth (less .15 to County), .15% to Chelan County, .4% to LINK, .1% voted to Chelan County for Juvenile Detention Facilities, and .1% voted to Chelan County for 911.

NOTES: In December 2008 a major winter storm shut down the passes from Seattle for approximately 10 days. This most likely contributed to the reduction in revenues posted for February 2009. In late 2008 and 2009 the City had reduced revenues due to a downturn in the economy that was noted as the largest recession since the Great Depression. In Sept 2012 significant fires and smoke in the area for much of the month reduced sales taxes and had cancelled hotel reservations. 2014 experienced several off/on days of fire related smoke with July being the most affected.

CITY OF LEAVENWORTH
THROUGH SEPTEMBER 30, 2016
PUBLIC SAFETY RETAIL SALES TAX REVENUE SUMMARY

	2014	2015	**2016**
	$80,000	$105,000	**$116,706**
	% of inc/dec	31.25%	**11.15%**
	2014	**2015**	**2016**
JAN (NOV)		$7,873.54	$8,183.87
FEB (DEC)		$14,707.87	$15,900.09
MAR (JAN)		$7,272.58	$7,871.57
APR (FEB)		$5,924.83	$6,962.96
MAY (MAR)		$6,901.61	$7,676.58
JUN (APR)	$6,977.84	$7,931.22	$9,003.53
JUL (MAY)	$9,058.40	$9,068.96	$9,718.26
AUG (JUN)	$10,657.40	$11,162.65	$12,017.85
SEP (JUL)	$10,078.75	$11,912.39	$13,360.58
OCT (AUG)	$12,187.94	$11,964.25	
NOV (SEP)	$10,656.47	$11,000.81	
DEC (OCT)	$10,203.45	$10,986.05	
TOTAL	**$69,820.25**	**$116,706.76**	**$90,695.29**
Dollar Change		$46,886.51	$7,939.64
Percent Change		40.17%	8.75%
		Previous Month	8.39%



This chart shows annual trends on a month by month basis with the data point pertaining to the month the City received it's portion of revenues. The month in paranthesis represents the month in which the sales were made by a customer, signafying a two-month lag in revenue posting. Retail Sales taxes are limited for city portions by RCW 82.14.030 to a maximum of 1% less .15% for County purposes. The City of Leavenworth portion of the total tax is at the current maximum receivable of .85%. Voter approved bonds or levys can increase tax collections for a City or County. In 2013, voters approved a .1% increase for this Public Safety Levy of which collections began in April 2014 with the first revenues posting in June 2014 bringing the total tax in Leavenworth to 8.4%. The total current breakdown of retail taxes is 6.5% to Washington State, .85% to City of Leavenworth, .2% voted to Leavenworth Transportation Benefit District, .1% voted Public Safety Tax to City of Leavenworth (less .15 to County), .15% to Chelan County, .4% to LINK, .1% voted to Chelan County for Juvenile Detention Facilities, and .1% voted to Chelan County for 911.

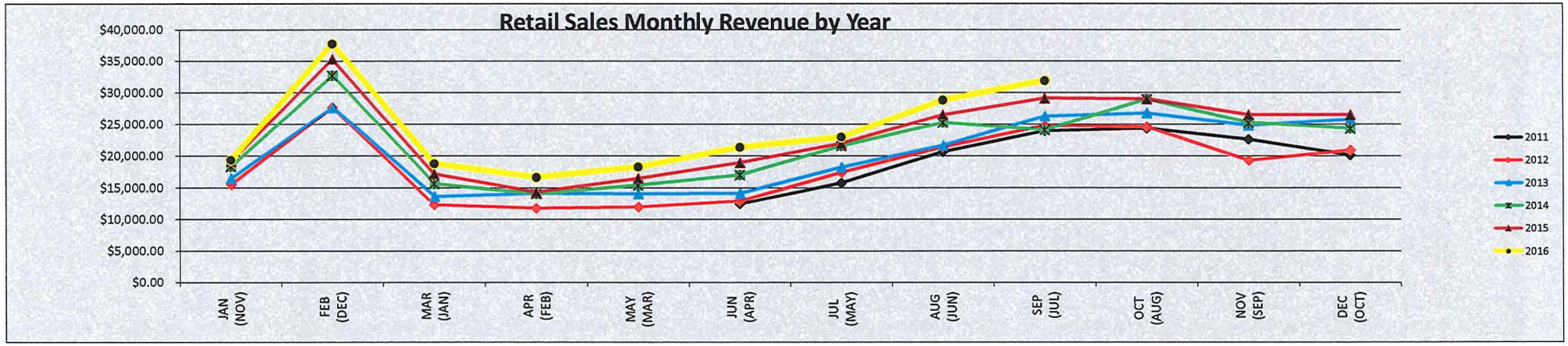
NOTES: 2014 experienced several off/on days of fire related smoke with July being the most affected.

Y:\Hotel Motel & Retail Sales & Property Taxes\TAX 2000 TO CURRENT

LEAVENWORTH TRANSPORTATION BENEFIT DISTRICT
THROUGH SEPTEMBER 30, 2016
RETAIL SALES TAX REVENUE SUMMARY

	2011 Budget	2012 Budget	2013	2014	2015	**2016**		
	$120,000	$210,000	$220,000	$230,000	$279,760	**$290,950**		
	% of inc/dec	75.00%	4.76%	4.55%	21.63%	**4.00%**		
	2011	**2012**	**2013**	**2014**	**2015**	**2016**	**14 to Date**	**15 to Date**
JAN (NOV)		$15,541.57	$16,473.43	$18,325.46	$19,168.34	$19,354.68	$18,325.46	$19,168.34
FEB (DEC)		$27,724.38	$27,703.29	$32,715.64	$35,318.17	$37,758.69	$32,715.64	$35,318.17
MAR (JAN)		$12,339.36	$13,680.14	$15,638.89	$17,182.67	$18,779.62	$15,638.89	$17,182.67
APR (FEB)		$11,762.75	$14,155.23	$14,059.24	$14,341.30	$16,641.07	$14,059.24	$14,341.30
MAY (MAR)		$11,951.81	$14,066.88	$15,402.60	$16,470.88	$18,284.81	$15,402.60	$16,470.88
JUN (APR)	$12,459.41	$12,889.93	$14,126.77	$16,997.39	$18,902.30	$21,389.96	$16,997.39	$18,902.30
JUL (MAY)	$15,786.88	$17,382.63	$18,204.35	$21,575.40	$21,976.13	$22,993.66	$21,575.40	$21,976.13
AUG (JUN)	$20,669.17	$21,382.86	$21,651.52	$25,265.46	$26,519.75	$28,856.34	$25,265.46	$26,519.75
SEP (JUL)	$23,975.33	$24,769.67	$26,279.71	$24,090.39	$29,128.60	$31,896.52	$24,090.39	$29,128.60
OCT (AUG)	$24,364.31	$24,552.99	$26,756.93	$28,978.70	$28,996.24			
NOV (SEP)	$22,641.94	$19,241.86	$24,754.87	$25,201.85	$26,503.22			
DEC (OCT)	$20,127.09	$20,875.85	$25,716.97	$24,285.01	$26,503.22			
TOTAL	**$140,024.13**	**$220,415.66**	**$243,570.09**	**$262,536.03**	**$281,010.82**	**$215,955.35**	**$184,070.47**	**$199,008.14**
Dollar Change		$80,391.53	$23,154.43	$18,965.94	$18,474.79	$16,947.21	$31,884.88	$16,947.21
Percent Change		36.47%	9.51%	7.22%	6.57%	7.85%	**Difference from Current Year**	
					Previous Month	7.70%		

Note: Dollar amounts include retail sales tax interest accrued and paid by Chelan County to the TBD.



This chart shows annual trends on a month by month basis with the data point pertaining to the month the TBD received it's portion of revenues. The month in paranthesis represents the month in which the sales were made by a customer, signafying a two-month lag in revenue posting. Retail Sales taxes are limited for city portions by RCW 82.14.030 to a maximum of 1% less .15% for County purposes. The City of Leavenworth portion of the total tax is at the current maximum receivable of .85%. Voter approved bonds or levys can increase tax collections for a City or County. In 2010, voters approved a .2% increase for the Leavenworth Transportation Benefit District that collections began in April 2011 with the first revenues posting in June 2011 bringing the total tax in Leavenworth to 8.3%; in 2014 a new public safety tax of .1% went into effect bringing the current total tax to 8.4%. The total current breakdown of retail taxes is 6.5% to Washington State, .85% to City of Leavenworth, .2% voted to Leavenworth Transportation Benefit District, .1% voted Public Safety Tax to City of Leavenworth (less .15 to County), .15% to Chelan County, .4% to LINK, .1% voted to Chelan County for Juvenile Detention Facilities, and .1% voted to Chelan County for 911.

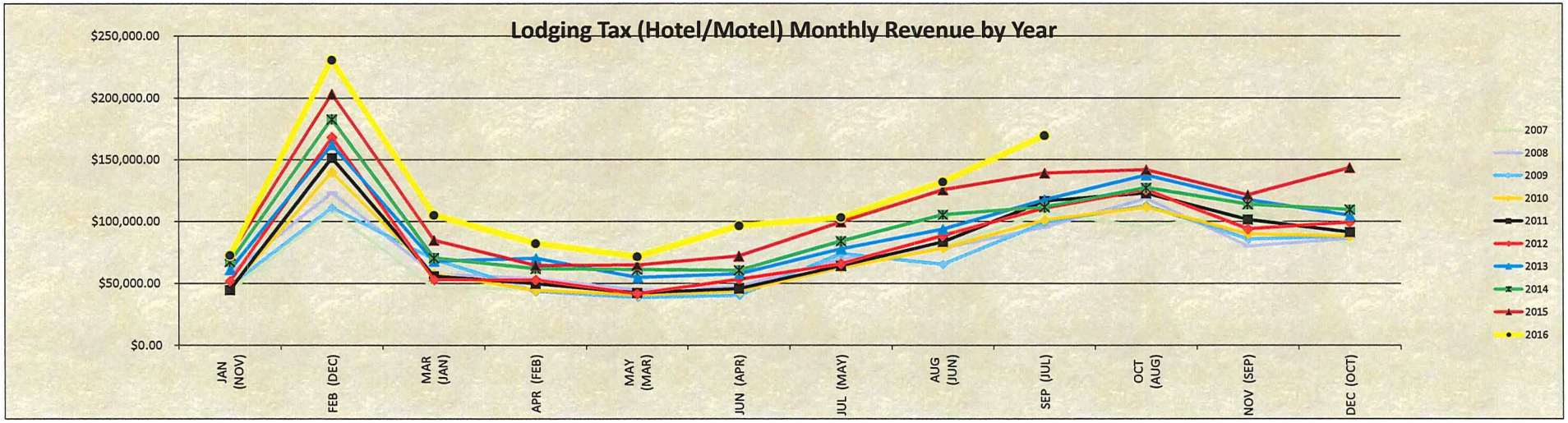
NOTES:

In Sept 2012 significant fires and smoke in the area for much of the month reduced sales taxes and had cancelled hotel reservations. 2014 experienced several off/on days of fire related smoke with July being the most affected.

Y:\Hotel Motel & Retail Sales & Property Taxes\TAX 2000 TO CURRENT

CITY OF LEAVENWORTH
THROUGH SEPTEMBER 30, 2016
HOTEL/MOTEL TAX SUMMARY

				2010 Budget	2011 Budget	2012 Budget	2013 Budget	2014 Budget	2015 Budget	**2016 Budget**		
				$862,380	$900,000	$1,010,000	$1,115,000	$1,115,000	$1,148,450	**$1,358,662**		
				% of inc/dec	4.36%	12.22%	10.40%	0.00%	3.00%	**18.30%**		
	2007	**2008**	**2009**	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**14 to Date**	**15 to Date**
JAN (NOV)	$43,676.30	$57,770.17	$48,159.37	$45,692.81	$44,744.87	$51,747.07	$61,161.49	$67,352.04	$72,774.95	$72,503.92	$67,352.04	$72,774.95
FEB (DEC)	$107,984.89	$123,149.24	$110,882.68	$139,798.34	$151,463.74	$167,970.62	$162,124.64	$182,740.88	$203,289.69	$230,680.04	$182,740.88	$203,289.69
MAR (JAN)	$46,570.85	$57,248.85	$69,129.07	$57,559.05	$55,761.68	$52,843.97	$67,738.08	$70,368.12	$84,638.14	$105,038.24	$70,368.12	$84,638.14
APR (FEB)	$45,192.83	$53,941.88	$43,273.61	$44,396.30	$49,808.19	$52,723.58	$70,077.85	$61,815.91	$64,282.80	$82,138.32	$61,815.91	$64,282.80
MAY (MAR)	$39,241.21	$44,598.70	$38,618.34	$40,814.14	$42,376.01	$41,711.87	$54,702.77	$61,090.43	$64,709.74	$71,430.42	$61,090.43	$64,709.74
JUN (APR)	$46,519.77	$47,560.22	$40,357.53	$43,458.03	$45,712.33	$53,368.35	$57,841.15	$60,565.32	$71,864.15	$96,458.39	$60,565.32	$71,864.15
JUL (MAY)	$62,037.37	$69,455.03	$73,801.66	$62,597.43	$64,030.51	$65,646.98	$77,659.51	$84,079.01	$99,616.39	$103,114.63	$84,079.01	$99,616.39
AUG (JUN)	$79,785.25	$77,836.14	$65,221.65	$78,378.66	$83,496.73	$88,498.61	$93,567.58	$105,280.16	$125,407.55	$131,841.29	$105,280.16	$125,407.55
SEP (JUL)	$107,010.80	$95,184.31	$98,799.13	$101,088.94	$116,431.33	$110,781.18	$117,312.64	$111,586.19	$138,941.68	$169,428.65	$111,586.19	$138,941.68
OCT (AUG)	$95,283.83	$118,300.41	$112,656.59	$111,453.03	$122,748.95	$125,397.41	$137,181.92	$127,031.10	$141,674.05			
NOV (SEP)	$107,289.70	$80,031.14	$85,635.79	$90,031.46	$101,456.46	$93,927.17	$117,619.19	$113,830.61	$121,350.49			
DEC (OCT)	$81,733.63	$86,168.21	$88,082.42	$88,034.46	$91,334.87	$99,219.80	$104,716.81	$109,483.26	$143,471.09			
GRAND TOTAL	862,326.43	911,244.30	874,617.84	903,302.65	969,365.67	1,003,836.61	1,121,703.63	1,155,223.03	1,332,020.72	1,062,633.90	$804,878.06	$925,525.09
Dollar Change	$44,060.65	$48,917.87	($36,626.46)	$28,684.81	$66,063.02	$34,470.94	$117,867.02	$33,519.40	$176,797.69	$137,108.81	$257,755.84	$137,108.81
Percent Change	5.11%	5.37%	-4.19%	3.18%	6.82%	3.43%	10.51%	2.90%	13.27%	12.90%	**Difference from Current Year**	
									Previous Month	11.94%		



This chart shows annual trends on a month by month basis with the data point pertaining to the month the City received the revenues. The month in paranthesis represents the month in which the customer paid for the lodging stay, signafying a two-month lag in revenue posting. The most current year has a thicker line for ease of viewing. Lodging taxes are imposed by RCW 82.08 and have been set at a special rate of 5% by the City of Leavenworth.

NOTES:

In December 2008 a major winter storm shut down the passes from Seattle for approximately 10 days. This most likely contributed to the reduction in revenues posted for February 2009. Sept 2012 significant fires and smoke in the area for much of the month reduced sales taxes and had cancelled hotel reservations. 2014 experienced several off/on days of fire related smoke with July being the most affected. 2015 is estimated to have increased significantly due to new hotel units (upwards of 100 new units between 2013-2015) coming on line plus increase in tourism activity.

CITY OF LEAVENWORTH
THROUGH SEPTEMBER 30, 2016
PROPERTY TAX REVENUE SUMMARY - GENERAL FUND ONLY

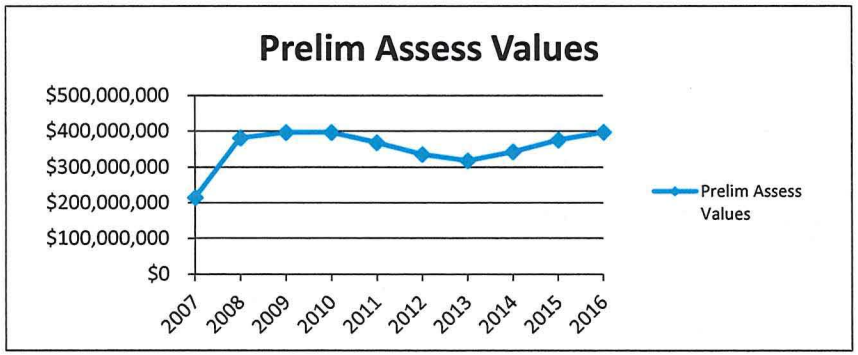
	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Actual 2011	Actual 2012	Actual 2013	Actual 2014	Actual 2015	**Budget 2016**
Property Tax	$408,231.00	$415,486.00	$496,638.30	$471,023.52	$486,258.02	$498,576.37	$499,933.14	$411,200.30	$423,853.15	$442,974.00
	$408,231.00	$443,096.00	$469,028.30	$471,023.52						
TOTAL	**$408,231.00**	**$415,486.00**	**$496,638.30**	**$471,023.52**	**$486,258.02**	**$498,576.37**	**$499,933.14**	**$411,200.30**	**$423,853.15**	**$442,974.00**
Dollar Change	$649.00	$7,255.00	$81,152.30	($25,614.78)	$15,234.50	$12,318.35	$1,356.77	($88,732.84)	$12,652.85	$19,120.85
Percent Change	0.16%	1.75%	16.34%	-5.44%	3.13%	2.47%	0.27%	-21.58%	2.99%	4.32%

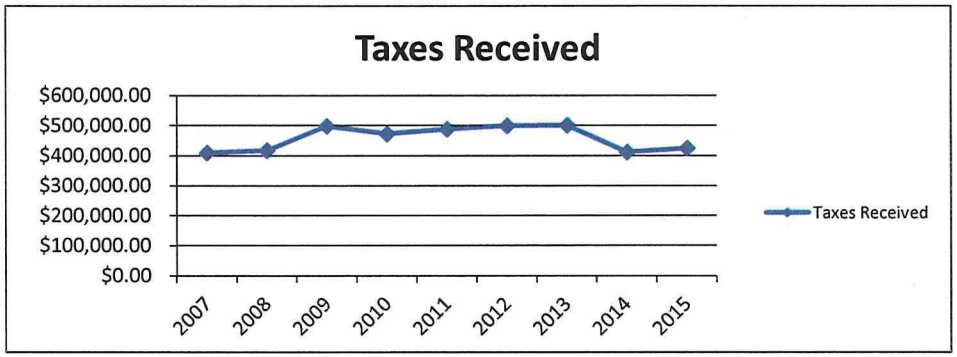
Note: Actuals without posting error in 2008 of $27,610; was corrected in June 2009.
Notes: 2014 Taxes were reduced by $125,000 due to the annexation into the Fire District; this is now banked capacity for future increases.

Year to Date 2014	**Year to Date 2015**	**Year to Date 2016**
$250,233.90	**$239,842.93**	**$253,059.35**
	($10,390.97)	$13,216.42
	-4.33%	5.22%

	2007	**2008**	**2009**	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**
Annual Levy Rate	1.87188	1.91926	1.18599	1.19520	1.20552	1.31597	1.49287	1.59487	1.17224	1.11485
PrelimAssess Value	$214,895,879	$381,757,191	$396,935,080	$396,834,610	$368,145,940	$335,173,076	$317,680,526	$342,517,827	$375,622,057	$397,124,558

* Figures above represent the prior year levy rate with the preliminary assessed value for the year shown in columns; this is not updated for actuals after the fact.





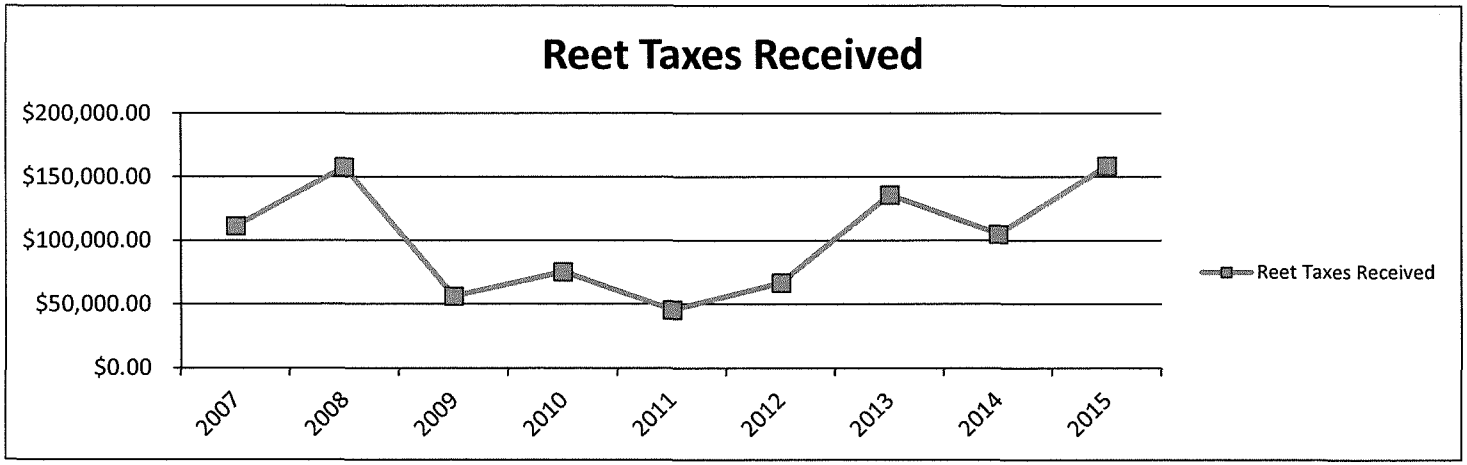
Notes: In 2014 the City Council reduced the property tax collection by approximately $125,000 to offset the annexation into the Fire District, this created banked capacity for the City.

CITY OF LEAVENWORTH
THROUGH SEPTEBER 30, 2016
REAL ESTATE EXCISE TAX (REET) REVENUE SUMMARY

	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Actual 2011	Actual 2012	Actual 2013	Actual 2014	Actual 2015	**Budget 2016**
REET Tax	$111,301.00	$157,752.00	$56,309.37	$75,257.73	$45,284.20	$66,695.94	$135,828.97	$105,174.82	$158,947.26	$80,000.00
TOTAL	**$111,301.00**	**$157,752.00**	**$56,309.37**	**$75,257.73**	**$45,284.20**	**$66,695.94**	**$135,828.97**	**$105,174.82**	**$158,947.26**	**$80,000.00**
Dollar Chai	$52,586.00	$46,451.00	($101,442.63)	$18,948.36	($29,973.53)	$21,411.74	$69,133.03	($30,654.15)	$53,772.44	($78,947.26)
Percent Ch	47.25%	29.45%	-180.15%	25.18%	-66.19%	32.10%	50.90%	-29.15%	33.83%	-98.68%

NOTE:
2nd 1/4% REET began in 2007
2009 Signifigant drop due to downturn in economy

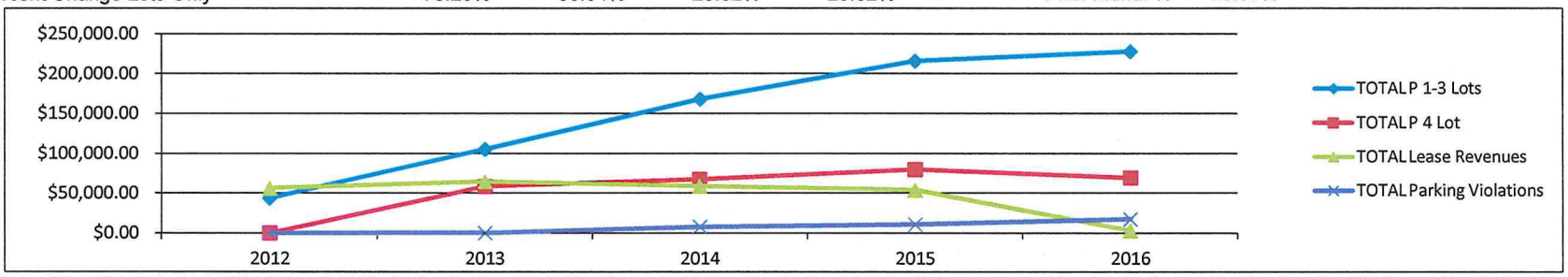
Year to Date 2014	**Year to Date 2015**	**Year to Date 2016**
$84,622.68	**$117,530.52**	**$110,403.55**
	$32,907.84	($7,126.97)
	28.00%	-6.46%



CITY OF LEAVENWORTH
THROUGH SEPTEMBER 30, 2016
PARKING REVENUE SUMMARY OF DAILY FEES (Lease related revenues are included in total and grand total lines.)

	Budget	Budget	Budget	Budget	**Budget**
	$90,000.00	$174,800.00	$247,000.00	$348,000.00	**$371,800.00**
	% of inc/dec	94.22%	41.30%	40.89%	**6.84%**
	2012	**2013**	**2014**	**2015**	**2016**
JAN P 1-3	$42.00	$4,369.56	$7,124.43	$13,936.93	$19,373.59
JAN P 4			$3,159.00	$4,455.00	$5,928.00
FEB P 1-3	$0.00	$3,637.01	$3,671.31	$8,998.60	$13,748.35
FEB P 4			$1,344.00	$2,347.50	$4,018.75
MAR P 1-3	$613.44	$765.00	$3,465.50	$8,041.66	$9,481.25
MAR P 4			$1,045.50	$2,254.50	$2,376.50
APR P 1-3	$100.00	$999.00	$5,535.60	$9,628.94	$14,104.92
APR P 4			$1,971.00	$2,481.00	$4,921.25
MAY P 1-3	$366.44	$3,149.55	$12,272.01	$16,989.93	$20,064.78
MAY P 4			$5,296.50	$6,081.00	$7,467.75
JUN P 1-3	$2,993.36	$9,774.01	$20,582.11	$20,750.80	$31,722.79
JUN P 4		$3,106.50	$7,360.50	$7,293.00	$8,221.50
JUL P 1-3	$2,864.26	$14,501.65	$19,196.13	$30,073.14	$43,796.17
JUL P 4		$11,039.00	$6,862.00	$9,319.50	$14,435.50
AUG P 1-3	$4,319.23	$12,179.45	$20,301.71	$30,981.17	$46,129.29
AUG P 4		$11,316.00	$8,332.50	$9,946.50	$12,650.00
SEP P 1-3	$3,656.55	$12,602.59	$24,612.06	$20,219.53	$29,004.41
SEP P 4		$7,077.00	$7,386.00	$6,609.00	$8,998.00
OCT P 1-3	$1,036.70	$2,754.13	$2,989.00	$4,766.05	
OCT P 4		$9,438.00	$8,069.00	$10,120.50	
NOV P 1-3	$2,605.20	$5,743.50	$8,397.15	$10,715.36	
NOV P 4		$2,004.00	$3,165.00	$3,843.00	
DEC P 1-3	$25,169.18	$34,759.37	$39,702.73	$40,587.91	
DEC P 4		$14,263.00	$13,518.00	$14,941.50	
TOTAL P 1-3 Lots	$43,766.36	$105,234.82	$167,849.74	$215,690.02	$227,425.55
TOTAL P 4 Lot	$0.00	$58,243.50	$67,509.00	$79,692.00	$69,017.25
TOTAL Lease Revenues	$56,103.00	$64,259.07	$58,846.26	$53,899.28	$2,835.84
TOTAL Parking Violations	$0.00	$125.00	$7,962.46	$10,772.76	$17,165.84
TOTAL Invest. Interest			$21.36	$106.85	$679.46
GRAND TOTAL	**$99,869.36**	**$227,862.39**	**$302,188.82**	**$360,160.91**	**$317,123.94**
					YTD vs. 2015
Dollar Change Lots Only		$119,711.96	$71,880.42	$60,023.28	$86,035.10
Percent Change Lots Only		73.23%	30.54%	20.32%	29.02%

Prior Month % 28.97%



Notes: P1 - P3 lots included the lower lot P2 starting in Jan 2012; the Upper Lot P1 online in Sept 2012 with metered parking beginning on September 20, 2013; and Festhalle Lot P3 came online November 2012.

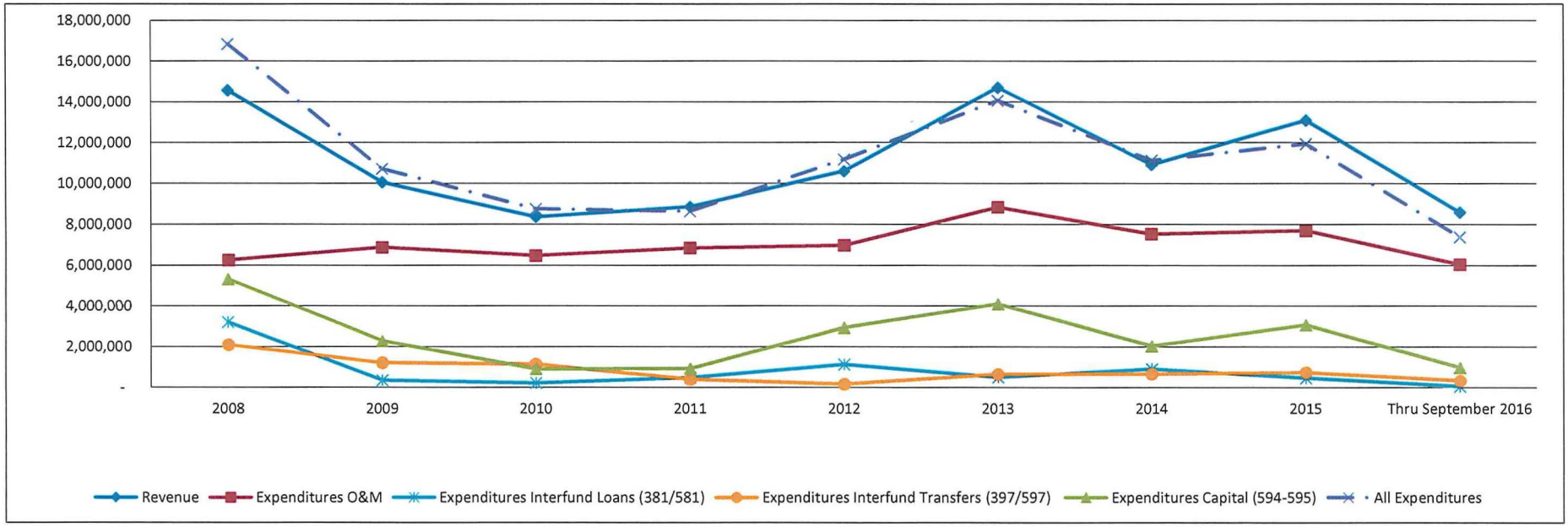
P4 Lot (adjacent to City Hall) came online on June 14, 2013.

Annual Average Debt Service Payment for Parking is $185,262 with the final 20-year payment ending on 12/1/2033; began on 12/1/2013.
3-Year Debt Service Payment for Lot P4 will be $33,000 in 2014 and 2015 with the final payment of $34,000 in 2016.

City of Leavenworth Revenues and Expenses Seperately Identifying Operations/Maintenance, Loans, Transfers & Capital

	2008	2009	2010	2011	2012	2013	2014	2015	Thru September 2016	
Revenue	14,558,283	10,046,426	8,356,191	8,844,666	10,578,717	14,687,867	10,901,877	13,076,412	8,567,330	
Expenditures O&M	6,245,143	6,873,699	6,472,516	6,841,018	6,969,900	8,834,485	7,525,716	7,689,153	6,032,196	
Expenditures Interfund Loans (381/581)	3,185,000	341,000	214,354	476,492	1,117,204	484,629	899,223	440,000	34,000	
Expenditures Interfund Transfers (397/597)	2,088,831	1,208,431	1,146,108	387,090	153,343	638,527	659,613	723,501	321,428	
Expenditures Capital (594-595)	5,313,923	2,281,044	912,259	916,346	2,925,917	4,089,408	2,029,784	3,061,520	971,012	*(includes refund of $122,800 - Solar/Energy)*
All Expenditures	16,832,897	10,704,174	8,745,237	8,620,946	11,166,364	14,047,049	11,114,336	11,914,173	7,358,637	
Revenue less Expense	(2,274,614)	(657,748)	(389,046)	223,720	(587,647)	640,818	(212,459)	1,162,238	1,208,693	

Figures do not include beginning and ending fund balalnces in any given year.



Notable Capital Related Items:

2008: Water Reservoir Reconstruction ($2M), Downtown Reconstruction ($2.4M included 9th, Commercial and portion of 8th)
2009: Icicle Train Station ($2M), Festhalle Elevator/floor repairs, Fire Truck Purchase, Front St. Engineering and other PWTF funded engineering plans
2010: Equip replacements ($360K), Gazebo Pavers, 10th St. Stormwater, Lightpoles, Chumstick Trail Eng., and other PWTF funded engineering plans
2011: Icicle Station Phase II Eng., Recycle Land Purchase, Lightpoles, Res. Paving, Gazebo Eng., Sweeper, PWTF funded engineering plans
2012: Front/Division St. Reconst. ($2.135M), Gazebo Rebuild, Well pump #1 repair & #3 drill, Equip replacements, PWTF funded engineering plans
2013: Safe Routes Project, Equip replace. ($300K), City Hall & Warehouse Parking Lots, Pool Filtration, Scholze St. Sewer, Well pumps, E. Leav. Rd. Water Main ($700K)
2013: Includes 2013 Bonds Purchase/Improvements of Fruit Warehouse Property in Sept 2013 at ($2.1M/$368K) inc in O&M, Festhalle Imp. ($120K) and Festhalle Refi ($1.5M)
2014: Festhalle/Warehouse Imp., Safe Routes Project Complete, West St., Well Pump Cont #3 online, Commercial 3rd to 8th (2014 (Planning) /2015 (Construction))
2015: Facility Imp. (DOE Solar/Energy), Chumstick Trail & W/S LID/Land Purch., Commercial 3rd to 8th, Pine Street Planning, Festhalle & Parking Imp., Water/Sewer/Storm Planning & Cap. Imp.
2016: Facility Imp.,Crosswalks, Chumstick Trail & W/S LID & CDBG, Residential Paving, Festhalle & Parking Imp., Utility Rate Study, Water Well Pump Repair, Sewer Plan/TMDL/South Interceptor/Equip

CITY OF LEAVENWORTH CASH FLOW ANALYSIS

General Fund 2011 - BFB $301,191.65

Month	Revenue	Expenditures	Gain/Loss
January	114,591.97	223,017.06	(108,425.09)
February	102,283.35	76,681.33	25,602.02
March	142,120.38	192,641.68	(50,521.30)
April	176,574.16	98,189.30	78,384.86
May	204,053.41	193,216.59	10,836.82
June	195,675.79	236,990.20	(41,314.41)
July	111,342.89	115,318.91	(3,976.02)
August	107,940.05	123,296.95	(15,356.90)
September	175,554.84	240,675.93	(65,121.09)
October	219,664.63	133,901.92	85,762.71
November	250,196.71	216,477.20	33,719.51
December	226,983.43	206,698.14	20,285.29
Total	2,026,981.61	2,057,105.21	(30,123.60)
Average	168,915.13	171,425.43	(2,510.30)

All Funds 2011 - BFB $2,474,374.33

Month	Revenue	Expenditures	Gain/Loss	Notes
January	483,183.09	495,878.93	(12,695.84)	Excludes BFB Posting
February	529,343.34	330,130.00	199,213.34	
March	551,957.82	664,497.92	(112,540.10)	Inc: Interfund Transfers/Debt Payment
April	499,439.99	406,001.48	93,438.51	
May	588,995.87	611,204.28	(22,208.41)	Inc: Debt Payments
June	707,303.95	966,584.62	(259,280.67)	Inc: Interfund Transfers/Debt Payment
July	504,530.98	480,896.03	23,634.95	
August	522,144.37	520,456.91	1,687.46	
September	875,784.26	1,449,708.04	(573,923.78)	Inc: Int. Trans./Debt Pay/Prop.Purch.
October	762,248.75	513,383.67	248,865.08	
November	974,682.88	1,078,736.93	(104,054.05)	Inc: Int. Trans./Debt Pay
December	1,845,050.69	1,103,466.92	741,583.77	
Total	8,844,665.99	8,620,945.73	223,720.26	
Average	737,055.50	718,412.14	18,643.35	

General Fund 2012 - BFB $271,068.05

Month	Revenue	Expenditures	Gain/Loss
January	158,333.14	348,491.91	(190,158.77)
February	120,615.53	62,849.71	57,765.82
March	97,901.01	121,103.80	(23,202.79)
April	276,564.68	242,651.67	33,913.01
May	204,116.87	105,075.43	99,041.44
June	97,769.48	145,634.31	(47,864.83)
July	199,385.98	223,048.65	(23,662.67)
August	103,452.18	221,910.06	(118,457.88)
September	120,778.05	103,116.08	17,661.97
October	251,675.13	266,157.41	(14,482.28)
November	355,429.80	88,068.03	267,361.77
December	251,085.67	208,093.78	42,991.89
Total	2,237,107.52	2,136,200.84	100,906.68
Average	186,425.63	178,016.74	8,408.89

All Funds 2012 - BFB $2,698,094.59

Month	Revenue	Expenditures	Gain/Loss	Notes
January	640,062.06	904,031.56	(263,969.50)	Exc: BFB, Inc: Interfund Trans. & Sheriff
February	552,593.09	358,373.24	194,219.85	
March	440,071.31	525,825.80	(85,754.49)	Inc: Debt Pay
April	752,102.46	751,720.09	382.37	Inc: Interfund Transfers & Sheriff
May	685,627.33	665,804.12	19,823.21	Inc: Front St. start & Debt Pay
June	566,018.47	910,257.35	(344,238.88)	Inc: Front St. & Debt Pay
July	976,261.25	1,127,883.41	(151,622.16)	Inc: Interfund Transfers & Front St.
August	935,195.08	1,602,504.39	(667,309.31)	Inc: Sheriff & Front St.
September	2,244,068.07	1,005,346.05	1,238,722.02	Inc: Front St. Rev & Exp
October	1,026,228.30	1,659,029.21	(632,800.91)	Inc: Sheriff/Int Trans/Front St
November	975,773.52	863,399.40	112,374.12	Inc: Debt Pay
December	784,715.72	792,189.31	(7,473.59)	
Total	10,578,716.66	11,166,363.93	(587,647.27)	
Average	881,559.72	930,530.33	(48,970.61)	

General Fund 2013 - BFB $371,974.73

Month	Revenue	Expenditures	Gain/Loss
January	162,615.28	124,477.28	38,138.00
February	117,628.79	298,407.09	(180,778.30)
March	99,752.80	113,566.44	(13,813.64)
April	270,757.11	267,522.88	3,234.23
May	212,107.74	128,240.18	83,867.56
June	108,713.09	107,745.53	967.56
July	204,600.21	342,646.94	(138,046.73)
August	113,164.84	115,548.59	(2,383.75)
September	205,754.27	189,886.35	15,867.92
October	351,810.63	284,330.89	67,479.74
November	225,477.25	$90,656.88	134,820.37
December	196,142.20	155,869.50	40,272.70
Total	2,268,524.21	2,218,898.55	49,625.66
Average	189,043.68	184,908.21	4,135.47
		Org. Budget	(57,198.00)
		Difference	106,823.66

All Funds 2013 - BFB $2,110,447.32

Month	Revenue	Expenditures	Gain/Loss	
January	635,846.22	613,125.91	22,720.31	Exc: BFB, Inc: Interfund Trans.
February	692,360.68	595,015.27	97,345.41	Inc: Sheriff/Fire In GF/PWTF Front. St. Rev
March	686,035.83	712,671.54	(26,635.71)	Inc: Debt Payment & Grader Funding
April	857,855.88	819,675.95	38,179.93	Inc: Interfund Trans. & Sheriff
May	755,878.68	814,385.90	(58,507.22)	Inc: Debt Pay/Vehicles & Pool/Clennon Pay
June	688,146.14	796,058.43	(107,912.29)	Inc: Debt Pay & Capital Projects Starting
July	1,419,768.26	1,467,213.82	(47,445.56)	Inc: Int. Trans, Sheriff & Cap. Projects
August	906,723.85	855,686.35	51,037.50	Inc: Capital Project Spending
September	4,966,309.98	4,495,478.07	470,831.91	Inc: Fruit Ware. Pur / 2013 bonds @ +$4M
October	1,551,497.29	1,465,527.02	85,970.27	Inc: Int. Trans, Sheriff & Cap. Projects
November	782,204.74	698,469.71	83,735.03	Inc: Debt Payments
December	745,239.12	713,740.87	31,498.25	
Total	14,687,866.67	14,047,048.84	640,817.83	
Average	1,223,988.89	1,170,587.40	53,401.49	
		Org. Budget	(775,267.00)	
		Difference	1,416,084.83	

CITY OF LEAVENWORTH CASH FLOW ANALYSIS

General Fund 2014 - BFB $421,600.39

Month	Revenue	Expenditures	Gain/Loss
January	196,853.74	250,429.82	(53,576.08)
February	167,110.68	211,174.25	(44,063.57)
March	109,295.67	97,757.62	11,538.05
April	238,422.10	233,758.47	4,663.63
May	244,125.29	107,969.13	136,156.16
June	108,682.43	92,610.91	16,071.52
July	231,733.17	261,561.94	(29,828.77)
August	138,719.69	276,396.70	(137,677.01)
September	430,856.80	189,532.73	241,324.07
October	292,327.62	308,208.19	(15,880.57)
November	298,834.33	$77,892.87	220,941.46
December	149,772.44	435,580.65	(285,808.21)
Total	2,606,733.96	2,542,873.28	63,860.68
Average	217,227.83	211,906.11	5,321.72

All Funds 2014 - BFB $2,751,265.15

Month	Revenue	Expenditures	Gain/Loss	
January	873,143.65	896,185.25	(23,041.60)	Exc: BFB, Inc: Int. Trans, Fire Final, & Ins.
February	729,498.23	513,481.51	216,016.72	Inc: Sheriff & PUD Rev in GF
March	507,970.47	455,911.88	52,058.59	Inc: Debt Pay
April	787,380.25	874,228.43	(86,848.18)	Inc: Sheriff, Int Trans & Bud Amend.
May	1,006,163.23	1,032,240.84	(26,077.61)	Inc: Debt Pay & Capital Projects
June	555,080.87	771,579.42	(216,498.55)	Inc: Debt Pay & Cap.Proj/Vehicle Purch.
July	1,385,971.20	1,218,538.13	167,433.07	Inc: Sheriff, Int Trans & Cap Proj.
August	906,794.50	981,282.23	(74,487.73)	Inc: GF-$200K Loan to Street/Cap Projects
September	1,229,093.93	1,158,430.01	70,663.92	Inc: GF Loan payback fm Street/debt payments/cap proj.
October	1,047,327.95	983,138.82	64,189.13	Inc: Sheriff, Int Trans, Cap Proj. & GF loans
November	1,155,609.29	1,267,009.70	(111,400.41)	Inc: Debt Pay / Int. Loan Payments & Cap Projects
December	717,843.67	962,310.13	(244,466.46)	Inc: Duncan 1/2 Prop. Purchase ($137K) in GF & DOE Grant
Total	10,901,877.24	11,114,336.35	(212,459.11)	
Average	908,489.77	926,194.70	(17,704.93)	

General Fund 2015 - BFB $485,461.07

Month	Revenue	Expenditures	Gain/Loss
January	374,565.32	213,684.72	160,880.60
February	124,009.40	213,662.83	(89,653.43)
March	279,019.09	290,539.38	(11,520.29)
April	472,484.45	280,927.29	191,557.16
May	205,786.21	117,366.62	88,419.59
June	102,855.95	361,974.27	(259,118.32)
July	536,172.26	378,587.08	157,585.18
August	233,212.66	171,867.73	61,344.93
September	204,892.82	205,141.58	(248.76)
October	353,258.23	293,689.24	59,568.99
November	410,418.08	$187,007.17	223,410.91
December	121,794.99	157,549.65	(35,754.66)
Total	3,418,469.46	2,871,997.56	546,471.90
Average	284,872.46	239,333.13	45,539.33

All Funds 2015 - BFB $2,538,806.04

Month	Revenue	Expenditures	Gain/Loss	
January	1,051,830.23	1,066,593.85	(14,763.62)	Exc: BFB, Inc: Int. Trans, Prop. Purchase, Capital & Ins.
February	711,148.36	522,650.98	188,497.38	Inc: Sheriff
March	849,132.72	772,503.98	76,628.74	Inc: Debt Pay & DOE Solar/Energy Grant
April	1,137,068.51	880,615.29	256,453.22	Inc: Sherrif, Int Trans, Bud Amend, Grant Reimb.& Prop Tax
May	998,552.05	1,135,101.21	(136,549.16)	Inc: Debt Pay & Cap Proj./Prop Taxes
June	622,805.53	599,419.68	23,385.85	Inc: GF Grant Exp & other minor Cap Proj Exp.
July	1,736,463.32	1,534,956.63	201,506.69	Inc: GF:Sheriff & St Fund Loan, Int Trans, & Cap Proj.
August	1,199,554.65	1,091,473.93	108,080.72	Inc: GF Loan to St & Cap Grant Related Turnover
September	1,008,009.77	851,293.15	156,716.62	Inc: St Cap Grant Turnover, debt payments
October	1,803,580.21	1,652,184.71	151,395.50	Inc: Sheriff, Int Trans, grants/cap proj./prop taxes
November	1,101,373.40	983,866.19	117,507.21	Inc: Debt Pay & Cap Proj./Prop Taxes
December	856,892.89	823,513.84	33,379.05	
Total	13,076,411.64	11,914,173.44	1,162,238.20	
Average	1,089,700.97	992,847.79	96,853.18	

General Fund 2016 - BFB: $ 1,031,932.97

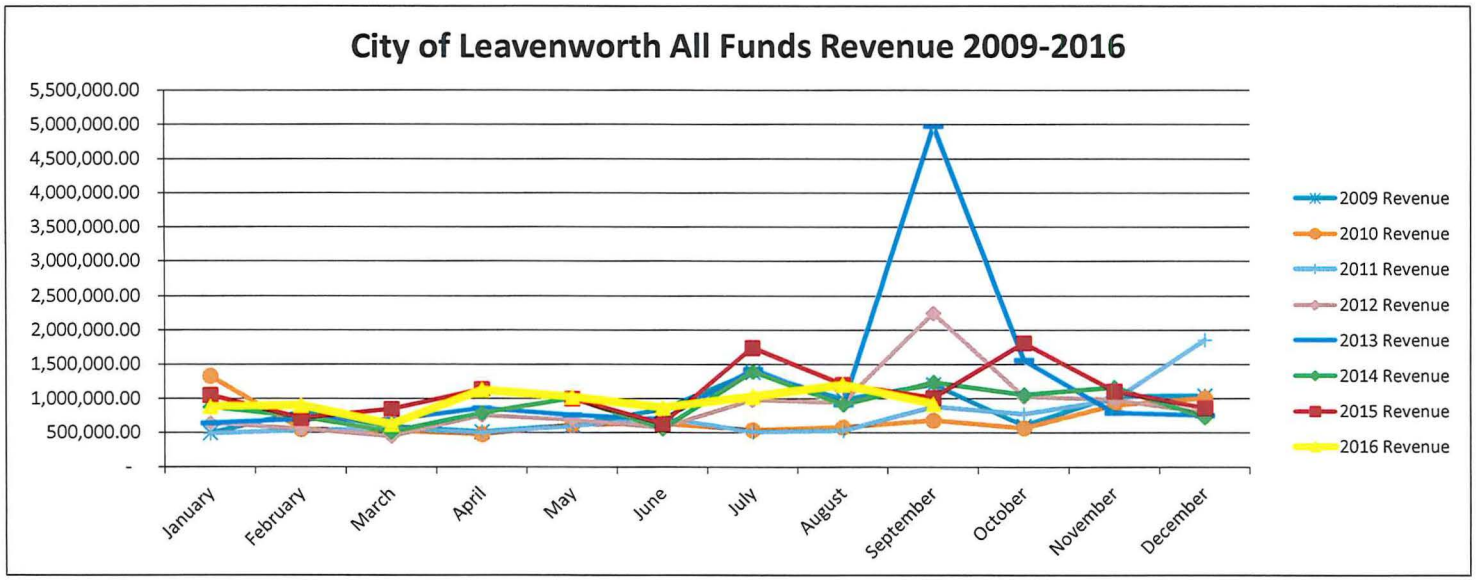
Month	Revenue	Expenditures	Gain/Loss
January	205,037.70	160,943.61	44,094.09
February	206,534.62	79,253.74	127,280.88
March	120,106.19	108,656.78	11,449.41
April	295,875.94	275,978.53	19,897.41
May	277,099.69	177,123.57	99,976.12
June	185,248.69	113,236.83	72,011.86
July	247,540.39	287,900.08	(40,359.69)
August	199,016.77	121,101.68	77,915.09
September	151,120.87	137,290.75	13,830.12
October			0.00
November			0.00
December			0.00
Total	1,887,580.86	1,461,485.57	426,095.29
Average	209,731.21	162,387.29	47,343.92

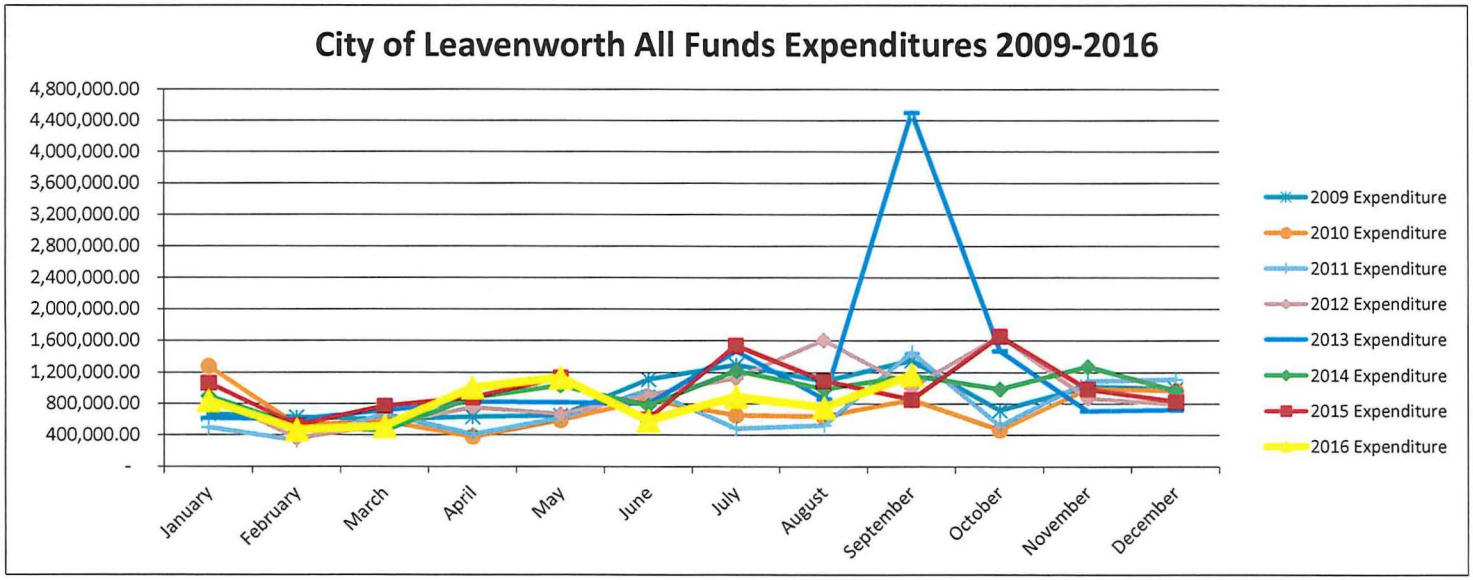
Original Bud.	(43,291.00)
Amended Bud.	(159,572.16)
Difference from Amended Budget	585,667.45

All Funds 2016 - BFB: $ 3,701,044.24

Month	Revenue	Expenditures	Gain/Loss	
January	883,058.30	840,785.99	42,272.31	Exc: BFB, Inc: Int. Trans & Insurance
February	902,757.85	470,092.63	432,665.22	Sheriff did not bill as usual - in March
March	617,414.10	510,795.54	106,618.56	Inc: Debt pay & PUD Solar/Energy $122,800 refund
April	1,127,657.66	1,006,774.36	120,883.30	Inc: Sherrif, Int Trans, Bud Amend, Prop Tax, School Pine St
May	1,022,050.67	1,132,589.46	(110,538.79)	Inc: Debt Pay & Cap Proj./Prop Taxes
June	865,049.84	585,073.02	279,976.82	Inc: Minor Cap Proj spending
July	1,029,213.11	890,055.76	139,157.35	Inc: GF Sheriff, Int Trans, & minor Cap Proj.
August	1,198,174.10	751,449.25	446,724.85	Inc: Grant Reimb/inc revenue/lack of capital spending
September	921,954.20	1,171,020.52	(249,066.32)	Inc: Chumstick/LID, debt payments
October			0.00	
November			0.00	
December			0.00	
Total	8,567,329.83	7,358,636.53	1,208,693.30	
Average	951,925.54	817,626.28	134,299.26	

Original Bud.	223,079.00	(Note $178K GF, $91K P1/P2, $43K Festhalle, $217K Streets,
Amended Bud.	108,470.67	$280K Sewer, $50K Water, $20K Stormwater, $134K ER&R, $70K
Difference from Amended Budget	1,100,222.63	Rate Study) ~ $1,083,000





**Not all capital items are included but major ones are noted as years progress.

Notes: 2009 included Icicle Station Construction

2010 included multiple minor capital improvements and $360,000 in LOCAL funding for Garbage Truck, Receptacles and F-550

2011 included Recycle Property purchase of $275K in September and Water Bond Financing of $700K in Dec

2012 included Front Street Project Exp and Loan revenues & completion of $750K PWTF Engineering Loan for Downtown Planning

2013 included Safe Routes planning, Equip replace. ($300K), City Hall & Warehouse Parking Lots, Pool Filtration, Scholze St. Sewer, Well pump #1 E. Leav. Rd Watermain ($700K), Bonds Purchase/Imp. of Fruit Warehouse Property in Sept 2013 at ($2.1M) and Festhalle Refi ($1.5M)

2014 included Safe Routes ($588K), West St ($92K), Well Pump #3 ($273K), Lod. Tax Proj ($57K), Chumstick Trail Plan/ROW ($33K), Festhalle ($40K), Retaining Wall ($273K), Comm. St.3rd-8th Plan/Eng ($38.5K), Sewer System Plan & Equip Upgrades ($47K), LID Eng. in W/S ($110K), Water Equip. $3.3K Garbage Cap ($29K), equip rep ($100K), computer ($18K), GF: Parks Capital ($7K), Duncan 1/2 Purchase ($139.5K), DOE Solar/Energy Grant ($177K)

2015 includes DOE Solar/Energy ($800K), Chumstick Trail & W/S LID ($700K), Commercial St ($1.45M), W/S/Storm various planning/imp., Festhalle/Parking ($175K)

2016: Facility Imp.,Crosswalks, Chumstick Trail & W/S LID & CDBG, Residential Paving, Festhalle & Parking Imp., Utility Rate Study, Water Well Pump Repair, Sewer Plan/TMDL/South Interceptor/Equip

ACCOUNTS PAYABLE

City Of Leavenworth
MCAG #: 0222

As Of: 10/26/2016

Time: 09:13:15 Date: 10/21/2016
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
23287	**10/26/2016**	**10/26/2016 4202**	**Advanced Analytical Solutions**	**386.00**	**WWTP Water Testing**
535 80 41 00 Professional Services			404 000 535 Sewer	386.00	
23304	**10/26/2016**	**10/26/2016 5760**	**Amazon/SYNC**	**1,420.42**	**City Supplies**
518 20 31 00 Office & Operating Supplie			001 000 518 Current Expens	10.41	Operating Supplies
518 20 48 00 Repairs & Maintenance Cit			001 000 518 Current Expens	143.92	City Hall Repair & Maintenance
534 80 31 00 Operating Supplies-Distribu			403 000 534 Water	60.50	Operating Supplies
535 80 32 00 Operating Supplies-Trtmnt			404 000 535 Sewer	26.02	Operating Supplies
548 68 31 00 Office & Operating Supplie			501 000 548 Equip Rental &	31.90	Operating SuppliesOperating Supplies
548 68 31 00 Office & Operating Supplie			501 000 548 Equip Rental &	44.50	Operating Supplies
548 68 35 00 Small Tools & Minor Equip			501 000 548 Equip Rental &	119.23	Small Tools & Minor Equipment
548 68 35 00 Small Tools & Minor Equip			501 000 548 Equip Rental &	40.41	Small Tools & Minor Equipment
575 48 31 00 Office & Operating Supplie			110 000 575 Leavenworth Ci	20.82	Operating Supplies
576 80 31 00 Office & Operating Supplie			001 000 576 Current Expens	31.90	Operating Supplies
576 80 31 00 Office & Operating Supplie			001 000 576 Current Expens	44.50	Operating Supplies
576 80 31 00 Office & Operating Supplie			001 000 576 Current Expens	19.39	Operating Supplies
576 80 31 00 Office & Operating Supplie			001 000 576 Current Expens	46.85	Operating Supplies
576 80 48 00 Repairs & Maintenance			001 000 576 Current Expens	31.07	Operating Supplies
594 11 64 00 PC/Mayor			502 000 594 Central Service	749.00	Council Meeting Laptop
23273	**10/26/2016**	**10/26/2016 41**	**Apple Valley Services Inc**	**490.00**	**Portable Toilet Rentals**
557 30 47 02 Utilities - Icicle Station			104 000 557 Lodging Tax	130.00	
576 80 47 00 Utilities			001 000 576 Current Expens	360.00	
23252	**10/26/2016**	**10/26/2016 7317**	**Beckstead Electric, Inc.**	**593.49**	**Toubleshoot Well Pump #2**
534 80 41 03 Pro Svs - General			403 000 534 Water	593.49	
23256	**10/26/2016**	**10/26/2016 91**	**Blewett Rock & Gravel**	**275.99**	**Waterfron Park Imp. - Top Course**
542 30 31 00 Office & Operating Supplie			101 000 542 Streets	141.84	Street Gravel
594 76 63 81 Trail Restoration Funding			001 000 594 Current Expens	134.15	Trail Restoratin Gravel
23257	**10/26/2016**	**10/26/2016 91**	**Blewett Rock & Gravel**	**266.07**	**Waterfron Park Imp. - Top Course**
594 76 63 81 Trail Restoration Funding			001 000 594 Current Expens	266.07	
23274	**10/26/2016**	**10/26/2016 91**	**Blewett Rock & Gravel**	**276.19**	**Waterfron Park Imp.- Top Course**
594 76 63 78 Waterfront Park Imp.			001 000 594 Current Expens	276.19	
23275	**10/26/2016**	**10/26/2016 91**	**Blewett Rock & Gravel**	**277.71**	**Waterfron Park Imp.- Top Course**
594 76 63 78 Waterfront Park Imp.			001 000 594 Current Expens	277.71	

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23276	**10/26/2016**	**10/26/2016 91**	**Blewett Rock & Gravel**	**407.71**	**Waterfron Park Imp. - Top Course**
594 76 63 78 Waterfront Park Imp.			001 000 594 Current Expens	407.71	
23316	**10/26/2016**	**10/26/2016 91**	**Blewett Rock & Gravel**	**272.64**	**Waterfron Park Imp.- Top Course**
594 76 63 78 Waterfront Park Imp.			001 000 594 Current Expens	272.64	
23317	**10/26/2016**	**10/26/2016 91**	**Blewett Rock & Gravel**	**395.36**	**Waterfron Park Imp.- Top Course**
594 76 63 78 Waterfront Park Imp.			001 000 594 Current Expens	395.36	
23318	**10/26/2016**	**10/26/2016 91**	**Blewett Rock & Gravel**	**132.84**	**Waterfron Park Imp.- Top Course**
594 76 63 78 Waterfront Park Imp.			001 000 594 Current Expens	132.84	
23319	**10/26/2016**	**10/26/2016 91**	**Blewett Rock & Gravel**	**140.31**	**Waterfront Park Imp. - Top Course**
594 76 63 78 Waterfront Park Imp.			001 000 594 Current Expens	140.31	
			Total Blewett Rock & Gravel	2,444.82	
23315	**10/26/2016**	**10/26/2016 4535**	**Boblenz, Brian S**	**125.00**	**B Bolenz Boot Allowance**
576 80 31 00 Office & Operating Supplie			001 000 576 Current Expens	125.00	
23268	**10/26/2016**	**10/26/2016 6473**	**Bonifacio, Landa R.**	**500.00**	**Festhalle Deposit Refund**
347 30 06 03 Room Deposit Fees			110 000 340 Leavenworth Ci	-500.00	
23285	**10/26/2016**	**10/26/2016 123**	**Cascade Analytical, Inc.**	**66.95**	**WTP Water Testing**
534 80 51 00 Water Testing			403 000 534 Water	66.95	
23286	**10/26/2016**	**10/26/2016 123**	**Cascade Analytical, Inc.**	**26.78**	**WTP Water Testing**
534 80 51 00 Water Testing			403 000 534 Water	26.78	
			Total Cascade Analytical, Inc.	93.73	
23237	**10/26/2016**	**10/26/2016 153**	**Chelan Co Fire Dist #3**	**10,750.00**	**3Q 2016 Fire Marshal Service Contract**
522 10 51 00 Intergov Svs-Fire Dist #3 C			001 000 522 Current Expens	10,750.00	
23253	**10/26/2016**	**10/26/2016 162**	**Chelan County Treasurer**	**144,013.23**	**Law Enforcement, Emergency Management & Rivercomm911 Services**
521 10 50 00 Chel. Co. Sheriff's Contract			001 000 521 Current Expens	126,808.00	

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521 10 50 01 Chelan County Sheriff Rive			001 000 521 Current Expens	15,898.43	
525 10 50 00 Chel Co Emergency Ser Co			001 000 525 Current Expens	1,306.80	
23258	**10/26/2016**	**10/26/2016 162**	**Chelan County Treasurer**	**19,388.00**	**Dump Fees**
537 80 51 00 Dump Fees			402 000 537 Garbage	19,388.00	
			Total Chelan County Treasurer	163,401.23	
23300	**10/26/2016**	**10/26/2016 171**	**Cintas Corporation Loc #607**	**151.76**	**Sewer Supplies**
535 80 32 00 Operating Supplies-Trtmnt			404 000 535 Sewer	151.76	
23301	**10/26/2016**	**10/26/2016 171**	**Cintas Corporation Loc #607**	**238.72**	**Mats**
518 20 31 00 Office & Operating Supplie			001 000 518 Current Expens	32.68	
535 80 32 00 Operating Supplies-Trtmnt			404 000 535 Sewer	33.95	
537 80 31 00 Office & Operating Supplie			402 000 537 Garbage	13.76	
542 30 31 00 Office & Operating Supplie			101 000 542 Streets	18.91	
548 68 31 00 Office & Operating Supplie			501 000 548 Equip Rental &	86.08	
576 80 31 00 Office & Operating Supplie			001 000 576 Current Expens	53.34	
23306	**10/26/2016**	**10/26/2016 171**	**Cintas Corporation Loc #607**	**219.72**	**Mats**
518 20 31 00 Office & Operating Supplie			001 000 518 Current Expens	32.68	
535 80 32 00 Operating Supplies-Trtmnt			404 000 535 Sewer	33.95	
542 30 31 00 Office & Operating Supplie			101 000 542 Streets	14.22	
548 68 31 00 Office & Operating Supplie			501 000 548 Equip Rental &	11.27	
548 68 31 00 Office & Operating Supplie			501 000 548 Equip Rental &	74.26	
576 80 31 00 Office & Operating Supplie			001 000 576 Current Expens	53.34	
			Total Cintas Corporation Loc #607	610.20	
23312	**10/26/2016**	**10/26/2016 4196**	**City of Cashmere**	**8,635.07**	**Carts & Dumpsters**
594 37 64 01 Dumpsters-Mach&Equip			402 000 594 Garbage	8,635.07	
23249	**10/26/2016**	**10/26/2016 241**	**Dept of Labor & Industries**	**351.00**	**Boiler/Pressure Vessels**
518 20 48 00 Repairs & Maintenance Cit			001 000 518 Current Expens	21.50	
534 80 48 00 Repairs & Maintenance			403 000 534 Water	21.50	
535 80 48 00 Repairs & Maintenance			404 000 535 Sewer	43.00	
548 68 48 00 Repairs & Maintenance			501 000 548 Equip Rental &	43.00	
575 48 48 00 Repairs & Maintenance			110 000 575 Leavenworth Ci	64.50	
576 20 48 00 Repairs & Maintenance			176 000 576 Community Sw	93.00	
576 80 48 00 Repairs & Maintenance			001 000 576 Current Expens	64.50	

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23266	**10/26/2016**	**10/26/2016**	**5666**	**Dept of Licensing**	**3.52**	**Parking Queries**
	542 65 31 01 Office & Operating Supplie			415 000 542 Parking	3.52	
23311	**10/26/2016**	**10/26/2016**	**298**	**Firefly Inc.**	**1,565.63**	**Web Hosting, Server Management, Email Spooling & Email Hosting**
	518 90 41 00 Professional Services			502 000 518 Central Service	1,565.63	
23251	**10/26/2016**	**10/26/2016**	**832**	**Frontier**	**30.56**	**WWTP Internet**
	535 80 42 00 Comm-Phone/Postage/Fx			404 000 535 Sewer	30.56	
23260	**10/26/2016**	**10/26/2016**	**832**	**Frontier**	**35.31**	**LAP Webcam**
	557 30 44 01 Advertising-LAP			104 000 557 Lodging Tax	35.31	
23280	**10/26/2016**	**10/26/2016**	**832**	**Frontier**	**1,288.24**	**City Land Lines**
	518 90 42 00 Comm-Phone/Postage/Fx			502 000 518 Central Service	470.88	
	534 80 42 00 Comm-Phone/Postage/Fx			403 000 534 Water	41.23	
	535 80 42 00 Comm-Phone/Postage/Fx			404 000 535 Sewer	111.76	
	535 80 42 00 Comm-Phone/Postage/Fx			404 000 535 Sewer	81.77	
	535 80 42 00 Comm-Phone/Postage/Fx			404 000 535 Sewer	73.30	
	535 80 42 00 Comm-Phone/Postage/Fx			404 000 535 Sewer	43.31	
	535 80 42 00 Comm-Phone/Postage/Fx			404 000 535 Sewer	43.31	
	557 30 44 01 Advertising-LAP			104 000 557 Lodging Tax	47.40	
	575 48 42 00 Phone/Postage/Fax			110 000 575 Leavenworth Ci	220.21	
	576 20 42 00 Comm-Phone/Postage/Fx			176 000 576 Community Sw	43.31	
	576 80 47 00 Utilities			001 000 576 Current Expens	111.76	
			Total Frontier		1,354.11	
23229	**10/26/2016**	**10/26/2016**	**319**	**Gibbs Graphics LLC**	**356.64**	**Festhalle Flyers Printing Costs**
	557 30 44 03 Advertising-Festhalle			104 000 557 Lodging Tax	356.64	
23271	**10/26/2016**	**10/26/2016**	**319**	**Gibbs Graphics LLC**	**3,585.87**	**Pointy People Signs**
	594 76 63 20 Way Finding Signage (Hwy			104 000 594 Lodging Tax	3,585.87	
23299	**10/26/2016**	**10/26/2016**	**319**	**Gibbs Graphics LLC**	**71.54**	**Parks Vinyl With Lamination**
	576 80 31 00 Office & Operating Supplie			001 000 576 Current Expens	71.54	

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			Total Gibbs Graphics LLC	4,014.05	
23236	**10/26/2016**	**10/26/2016 344**	**Hach Company Inc.**	**144.66**	**WTP Chemicals**
534 80 32 00 Operating Supplies-Trtmnt			403 000 534 Water	144.66	
23267	**10/26/2016**	**10/26/2016 5843**	**Herrera, Rosa**	**500.00**	**Festhalle Deposit Refund**
347 30 06 03 Room Deposit Fees			110 000 340 Leavenworth Ci	-500.00	
23314	**10/26/2016**	**10/26/2016 358**	**Home Depot Credit Svc**	**1,440.78**	**City Supplies**
518 20 35 00 Small Tools & Minor Equip			001 000 518 Current Expens	339.82	
536 50 35 00 Small Tools And Minor Eqt			001 000 536 Current Expens	69.07	
536 50 35 00 Small Tools And Minor Eqt			001 000 536 Current Expens	430.64	
575 48 35 00 Small Tools & Minor Equip			110 000 575 Leavenworth Ci	286.01	
576 80 31 00 Office & Operating Supplie			001 000 576 Current Expens	31.98	
576 80 31 00 Office & Operating Supplie			001 000 576 Current Expens	143.42	
576 80 35 00 Small Tools & Minor Equip			001 000 576 Current Expens	139.84	
23238	**10/26/2016**	**10/26/2016 6124**	**International Inst. of Municipal Clerks**	**160.00**	**IIMC Annual Membership - C. Steiner**
514 20 49 00 Misc-Reg/Dues/Subscriptio			001 000 514 Current Expens	160.00	
23234	**10/26/2016**	**10/26/2016 5626**	**KCDA Purchasing Cooperative**	**223.95**	**Parks & Festhalle Supplies**
575 48 31 00 Office & Operating Supplie			110 000 575 Leavenworth Ci	111.97	
576 80 31 00 Office & Operating Supplie			001 000 576 Current Expens	111.98	
23302	**10/26/2016**	**10/26/2016 5626**	**KCDA Purchasing Cooperative**	**94.15**	**Festhalle Supplies**
575 48 31 00 Office & Operating Supplie			110 000 575 Leavenworth Ci	94.15	
			Total KCDA Purchasing Cooperative	318.10	
23272	**10/26/2016**	**10/26/2016 434**	**Keyhole Security Inc**	**165.00**	**After Hours Unlock Of Gazebo Power Room**
557 30 48 00 Repairs & Maintenance			104 000 557 Lodging Tax	165.00	
23278	**10/26/2016**	**10/26/2016 4890**	**Kyle Mathison Orchards, INC**	**120.00**	**Yard Waste**
537 80 41 03 Recycling Dump Fees			402 000 537 Garbage	120.00	
23283	**10/26/2016**	**10/26/2016 467**	**Leavenworth 24 LLC**	**2,528.43**	**Leavenworth 24 URA Refund To Developer For 12152 Detillion Road Water Connection**
589 92 00 00 URA Reimbursement Area			403 000 580 Water	2,528.43	

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23240	**10/26/2016**	**10/26/2016 474**	**Leavenworth Chamber Of Commerce**	**100.00**	**Festhalle Chamber Of Commerce Membership Fee**
575 48 44 00 Advertising			110 000 575 Leavenworth Ci	100.00	
23277	**10/26/2016**	**10/26/2016 489**	**LocalTel Communications Inc**	**48.09**	**WTP Internet**
534 80 42 00 Comm-Phone/Postage/Fx			403 000 534 Water	48.09	
23269	**10/26/2016**	**10/26/2016 6085**	**Lopez, Fernando**	**750.00**	**Festhalle Deposit Refund**
347 30 06 03 Room Deposit Fees			110 000 340 Leavenworth Ci	-500.00	
347 30 06 04 Equipment Deposit Fees			110 000 340 Leavenworth Ci	-250.00	
23288	**10/26/2016**	**10/26/2016 525**	**Mitchell Trucking & Paving Inc.**	**650.54**	**Trail Restoration**
594 76 63 81 Trail Restoration Funding			001 000 594 Current Expens	650.54	
23239	**10/26/2016**	**10/26/2016 475**	**NCW Media, Inc.**	**262.00**	**Development Services Public Hearing Advertising For 10/19/16.**
558 60 44 00 Advertising			001 000 558 Current Expens	262.00	
23242	**10/26/2016**	**10/26/2016 475**	**NCW Media, Inc.**	**32.25**	**Deputy Clerk Ad**
518 90 44 00 Advertising			502 000 518 Central Service	32.25	
23270	**10/26/2016**	**10/26/2016 475**	**NCW Media, Inc.**	**39.30**	**Ordinance 1529**
518 90 44 00 Advertising			502 000 518 Central Service	39.30	
23313	**10/26/2016**	**10/26/2016 475**	**NCW Media, Inc.**	**58.96**	**PC Special Meeting For November 2, 2016**
558 60 44 00 Advertising			001 000 558 Current Expens	58.96	
			Total NCW Media, Inc.	392.51	
23235	**10/26/2016**	**10/26/2016 4378**	**Neofunds by Neopost**	**500.00**	**Postage**
518 90 42 00 Comm-Phone/Postage/Fx			502 000 518 Central Service	500.00	
23303	**10/26/2016**	**10/26/2016 3167**	**Northstar Chemical, Inc.**	**1,035.76**	**WWTP Supplies**
535 80 32 00 Operating Supplies-Trtmnt			404 000 535 Sewer	1,035.76	
23254	**10/26/2016**	**10/26/2016 600**	**Pacific Engineering And Design, PLLC**	**102.00**	**Alpine Elementary & Cascade High School**
558 60 41 05 Pro.Svs. Develop Review-R			001 000 558 Current Expens	102.00	

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23255	**10/26/2016**	**10/26/2016 600**	**Pacific Engineering And Design, PLLC**	**1,922.47**	**Hampton Inn Inspection**
558 60 41 05 Pro.Svs. Develop Review-R			001 000 558 Current Expens	1,922.47	
23259	**10/26/2016**	**10/26/2016 600**	**Pacific Engineering And Design, PLLC**	**936.00**	**Stormwater Master Program**
594 31 41 01 Stormwater Master Plan / W			410 000 594 Stormwater	936.00	
			Total Pacific Engineering And Design, PLLC	2,960.47	
23262	**10/26/2016**	**10/26/2016 617**	**Petty Cash**	**301.55**	**Petty Cash Reimbursement**
511 60 31 00 Office & Operating Supplie			001 000 511 Current Expens	7.56	S Cragen Radioshack
511 60 31 00 Office & Operating Supplie			001 000 511 Current Expens	18.99	S Cragen Safeway
511 60 31 00 Office & Operating Supplie			001 000 511 Current Expens	5.95	S Cragen Office Depot
534 80 42 00 Comm-Phone/Postage/Fx			403 000 534 Water	2.82	Postage For Utility Bills
535 80 32 00 Operating Supplies-Trtmnt			404 000 535 Sewer	32.43	A Reinhart Costco WWTP Supplies
548 68 31 00 Office & Operating Supplie			501 000 548 Equip Rental &	125.00	R McCurdy Boot Allowance
548 68 31 00 Office & Operating Supplie			501 000 548 Equip Rental &	102.00	B Boblenz CDL Endorsement
558 60 31 00 Office & Operating Supplie			001 000 558 Current Expens	6.80	S Cragen Postage
23289	**10/26/2016**	**10/26/2016 634**	**Precision Pest Solutions, LLC**	**2,291.41**	**Streets Insect Control**
542 30 48 00 Repairs & Maintenance			101 000 542 Streets	2,291.41	
23290	**10/26/2016**	**10/26/2016 634**	**Precision Pest Solutions, LLC**	**355.36**	**City Hall Insect Control**
518 20 48 00 Repairs & Maintenance Cit			001 000 518 Current Expens	355.36	
23291	**10/26/2016**	**10/26/2016 634**	**Precision Pest Solutions, LLC**	**652.50**	**Parks Insect Control**
576 80 48 00 Repairs & Maintenance			001 000 576 Current Expens	652.50	
23292	**10/26/2016**	**10/26/2016 634**	**Precision Pest Solutions, LLC**	**432.19**	**Parks Insect Control**
576 80 48 00 Repairs & Maintenance			001 000 576 Current Expens	432.19	
23293	**10/26/2016**	**10/26/2016 634**	**Precision Pest Solutions, LLC**	**165.42**	**Cemetary Insect Control**
536 50 48 00 Repairs & Maintenance			001 000 536 Current Expens	165.42	
23294	**10/26/2016**	**10/26/2016 634**	**Precision Pest Solutions, LLC**	**49.02**	**Parking Insect Control**
542 65 48 01 Repairs & Maintenance			415 000 542 Parking	49.02	
23295	**10/26/2016**	**10/26/2016 634**	**Precision Pest Solutions, LLC**	**1,038.00**	**Street Insect Control**

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		542 30 48 00 Repairs & Maintenance	101 000 542 Streets	1,038.00	
			Total Precision Pest Solutions, LLC	4,983.90	
23320	**10/26/2016**	**10/26/2016 4456**	**Reinhart, Angela D**	**60.87**	**WWTP Supplies**
		535 80 32 00 Operating Supplies-Trtmnt	404 000 535 Sewer	60.87	
23250	**10/26/2016**	**10/26/2016 4644**	**Ricoh USA Inc.**	**255.07**	**Copier Copies**
		518 90 45 00 Operating Rentals & Leases	502 000 518 Central Service	255.07	
23305	**10/26/2016**	**10/26/2016 731**	**Staples Credit Plan**	**1,442.33**	**City Supplies**
		511 60 31 00 Office & Operating Supplie	001 000 511 Current Expens	41.35	
		513 10 31 00 Office & Operating Supplie	001 000 513 Current Expens	18.20	
		518 90 34 00 Office & Operating Supplie	502 000 518 Central Service	692.21	
		518 90 34 00 Office & Operating Supplie	502 000 518 Central Service	196.46	
		518 90 34 00 Office & Operating Supplie	502 000 518 Central Service	37.48	
		534 80 31 00 Operating Supplies-Distribu	403 000 534 Water	17.66	
		548 68 31 00 Office & Operating Supplie	501 000 548 Equip Rental &	15.17	
		548 68 31 00 Office & Operating Supplie	501 000 548 Equip Rental &	15.58	
		576 80 31 00 Office & Operating Supplie	001 000 576 Current Expens	299.83	
		594 14 64 00 PC/Finance Staff	502 000 594 Central Service	108.39	
23284	**10/26/2016**	**10/26/2016 733**	**State Auditor's Office**	**1,590.10**	**2015 Federal Single Audit**
		518 90 41 01 Audit-ProSvs	502 000 518 Central Service	1,590.10	
23308	**10/26/2016**	**10/26/2016 7324**	**Tacoma Screw Products, Inc.**	**48.28**	**PW Supplies**
		548 68 35 00 Small Tools & Minor Equip	501 000 548 Equip Rental &	48.28	
23309	**10/26/2016**	**10/26/2016 7324**	**Tacoma Screw Products, Inc.**	**2.55**	**PW Supplies**
		548 68 35 00 Small Tools & Minor Equip	501 000 548 Equip Rental &	2.55	
			Total Tacoma Screw Products, Inc.	50.83	
23241	**10/26/2016**	**10/26/2016 817**	**US Post Office**	**86.00**	**Festhalle PO Box**
		575 48 31 00 Office & Operating Supplie	110 000 575 Leavenworth Ci	86.00	
23261	**10/26/2016**	**10/26/2016 833**	**Verizon Wireless**	**384.24**	**City Cell Phones**
		534 80 42 00 Comm-Phone/Postage/Fx	403 000 534 Water	37.75	
		535 80 42 00 Comm-Phone/Postage/Fx	404 000 535 Sewer	58.31	

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	548 68 42 00 Comm-Phone/Postage/Fx		501 000 548 Equip Rental &		116.62	
	558 60 31 00 Office & Operating Supplie		001 000 558 Current Expens		37.75	
	559 30 31 00 Office & Operating Supplie		001 000 559 Current Expens		58.31	
	576 80 47 00 Utilities		001 000 576 Current Expens		75.50	
23279	**10/26/2016**	**10/26/2016 833**	**Verizon Wireless**		**324.26**	**City Cell Phones**
	535 80 42 00 Comm-Phone/Postage/Fx		404 000 535 Sewer		38.36	
	537 80 31 00 Office & Operating Supplie		402 000 537 Garbage		19.18	
	548 68 42 00 Comm-Phone/Postage/Fx		501 000 548 Equip Rental &		136.50	
	576 20 42 00 Comm-Phone/Postage/Fx		176 000 576 Community Sw		-2.40	
	576 80 47 00 Utilities		001 000 576 Current Expens		132.62	
			Total Verizon Wireless		708.50	
23296	**10/26/2016**	**10/26/2016 837**	**Visa**		**877.95**	**City Supplies**
	542 64 31 00 Office & Operating Supplie		101 000 542 Streets		207.96	Operating Supplies
	548 68 49 00 Misc-Reg/Dues/Subscriptio		501 000 548 Equip Rental &		125.00	Registraction For Weed Conference H Amick
	575 48 35 00 Small Tools & Minor Equip		110 000 575 Leavenworth Ci		169.99	Festhalle Desk
	576 80 49 00 Misc-Reg/Dues/Subscriptio		001 000 576 Current Expens		375.00	Weed Conference J Schons, B Boblenz & T Bolin
23298	**10/26/2016**	**10/26/2016 837**	**Visa**		**29.96**	**City Supplies**
	511 60 31 00 Office & Operating Supplie		001 000 511 Current Expens		10.99	Affordable Housing Committee S Cragen
	548 68 43 00 Travel-Lodging/Meals/Mile		501 000 548 Equip Rental &		18.97	G Parsley Travel Meal
			Total Visa		907.91	
23310	**10/26/2016**	**10/26/2016 4673**	**Wenatchee Petroleum Co.**		**362.39**	**Dyed Diesel Fuel Well Site**
	548 68 32 00 Fuel Consumed		501 000 548 Equip Rental &		362.39	
23307	**10/26/2016**	**10/26/2016 7270**	**Wenatchee Quality Welding & Fabrication**		**18,310.04**	**P2 Parking Lot Railing**
	595 65 63 01 Parking Improvements		301 000 595 Capital Projects		18,310.04	
23281	**10/26/2016**	**10/26/2016 892**	**Wenatchee Valley Humane Society**		**1,333.33**	**10/16 Animal Control Contract Payment**
	554 30 41 00 Humane Society-Prosvs.		001 000 554 Current Expens		1,333.33	
23243	**10/26/2016**	**10/26/2016 898**	**Wenatchee World, The**		**266.32**	**Deputy Clerk Ad**
	518 90 44 00 Advertising		502 000 518 Central Service		266.32	

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Fund	
001 Current Expense	166,770.96
101 Streets	3,712.34
104 Lodging Tax	4,320.22
110 Leavenworth Civic Center	2,903.65
176 Community Swimming Pool	133.91
301 Capital Projects Fund (Warehouse)	18,310.04
402 Garbage	28,176.01
403 Water	3,589.86
404 Sewer	2,284.42
410 Stormwater	936.00
415 Parking	52.54
501 Equip Rental & Revolving Fund	1,518.71
502 Central Services	6,503.09

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