



## City of Leavenworth

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

### LEAVENWORTH CITY COUNCIL AGENDA

Leavenworth City Hall - Council Chambers  
December 8, 2015 - 6:00 p.m. (Special Early Start)

#### Call to Order

#### Flag Salute

#### Roll Call

#### PUD Presentation

#### Consent Agenda

1. Approval of Agenda
2. Approval of November 24, 2015 Regular Meeting Minutes
3. 2015 Claims \$66,627.93
4. November 2015 Payroll \$195,674.70
5. PRSA Voucher Request End of Year Final \$13,250.00

#### Public Safety Report: Sargent Bruce Long, Liaison Officer

#### Comments from the Public on Items Not on the Agenda

#### Councilmember and Committee Reports

#### Mayor/Administration Reports

#### ~~Public Hearing: Leavenworth Municipal Code Changes - Accessory Dwelling Unit's & Site Development Permits @ 6:30 PM - Cancelled~~

#### Resolutions, Ordinances, Orders and Other Business

1. Action: Resolution 11-2015 for 2016 Rate & Fee Schedule
2. Action: Ordinance 1515 Budget Amendment 2015/2016 Budget
3. Action: A) Annexation Request - East Pine Street Area
4. Action: B) Motion to Set a Public Hearing on Annexation Request for East Pine Street Area
5. Action: Contract Amendment - IntegriTech On Call Services
6. Action: Letter of Support - Ski Club Snowmaking
7. Action: Resolution 12 - 2015: Icicle Work Group Base Package

#### Information Items for Future Consideration

1. Transportation Benefit District Meeting to follow this evening meeting.

#### Executive Session: RCW 42.30.140 (4)(b) Collective Bargaining

(Next Ordinance is 1516- Next Resolution is 13-2015)

**Council Committees - 2<sup>nd</sup> Tuesday**  
Public Safety 2:00 Parks 3:00 Public  
Works 4:00

**The City  
of Leavenworth  
invites you**

to join us in honoring the  
commitment to public  
service of our departing City  
Council Members. We will  
be holding a public recep-  
tion just prior to the last City  
Council meeting this year:

December 8<sup>th</sup>, 2015  
**5:00 - 6:00 P.M.**  
City Hall Council Chambers

You are all invited!  
Please join us  
for coffee & cake.

*Tibor Lak 2004 - 2015*  
*Larry Meyer 2010 - 2015*  
*John Bangsund 2014 - 2015*

## SUPPLEMENTAL COUNCIL AGENDA

### 1. Resolution 11-2015 for 2016 Rate & Fee Schedule

The City Council is being provided Resolution 11-2015 for the 2016 Rate & Fee Schedule for final approval. Included from prior discussions are the new water rates with a 2% increase as requested by the Council at the November 10 Study Session; no other utilities are being increased for 2016. This 2% increase on water only equates to a total utility bill increase of \$1.16 on a residential home with a ¾ meter. The current base rate bill for a residential home with water, sewer, stormwater and garbage inside the city limits is \$141.72; the new bill will be \$142.88 for a total increase of 0.008%.

Also included are the changes discussed with the Council for Parking rates, the Development Services Department Building Permit Fees section on Fire Code items for Fire Alarms and Smoke Detection System fees, a new compliance fee within the Sewer Rate fees for businesses that are in non-compliance with the requirement for grease traps, and the removal of the Noise Time and Level Extension fee for Special Use Permits that the City has found not necessary to charge. All rates will be effective as of January 1, 2016 with exception to the new Sewer compliance fee that will be effective July 1, 2016 and is noted as such within that section of the resolution.

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

- Resolution 11-2015 Clean and Redline Versions
- **MOTION:** *The Leavenworth City Council moves to approve Resolution 11-2015 for the 2016 Rate & Fee Schedule.*

### 2. Ordinance 1515 Budget Amendment 2015-2016 Budget

The City Council is being asked to adopt Ordinance 1515 – Budget Amendment for the 2015 – 2016 Budget which amends the budget at the fund level. This amendment includes the additional funding of \$40,000 from the Garbage Fund to the ER&R (Equipment Rental and Revolving) Fund for the purchase of the 2007 Garbage Truck approved by Council on November 10<sup>th</sup>, minor adjustments to the 2013 GO Bond Fund for administration costs of the bond, and recognition of additional parking revenues to offset the increase in credit card processing fees and excise taxes.

The final item included in the amendment is changes to the Street Fund to identify a minimum fund balance by year-end of \$0.00. Earlier this year the Street Fund was amended to show a negative ending fund balance until final costs for the Commercial Street 3<sup>rd</sup> – 8<sup>th</sup> Street project were finalized and paid. At this time the project is near completion; however, there are still outstanding costs to be paid, once billed by the contractor and engineers. This was also necessary due to the unknown construction costs of the Chumstick Trail / Utility project outside of the Meadowlark Development area. This amendment recognizes additional retail sales tax revenues that are anticipated, reduces some of the Commercial Street project costs that have finalized, removes way finding dollars not needed this year and removes a portion of the Chumstick Trail project to balance the revenue and expenditure adjustments. The City does anticipate a positive fund balance at year-end so this portion of the amendment is a housekeeping item only.

This final year end amendment does not include the necessary adjustments for the capital related projects within many funds throughout the budget that have not been completed. Due to how the

budget is prepared with a majority of the capital projects showing in 2015, there will need to be an amendment in 2016 to adjust the increased beginning fund balances (from a lack of project costs occurring in 2015) in 2016 that will offset the remaining capital projects that will be transitioned from 2015 to 2016. Below is a list of some of the major capital project costs remaining that will be addressed in 2016:

- DOE Solar/Energy Grant ~ \$130,000 -- General Fund
- Trail Clean-up (was RCO match) ~ \$30,000 -- General Fund
- Chumstick Multi-use Trail / Waterline ~ TBD -- Street Fund
- Festhalle Capital Improvements ~ \$54,000 -- Leavenworth Civic Center Fund
- Parking Improvements ~ \$92,000 -- Capital Projects Fund (Warehouse)
- Meadowlark LID ~ TBD -- Water and Sewer Funds
- TMDL (Total Maximum Daily Load) ~ \$145,000+ -- Sewer Fund

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

- Ordinance 1515
- Spreadsheet of Detailed Transactions
- **MOTION:** *The Leavenworth City Council moves to adopt Ordinance 1515 Budget Amendment for the 2015 – 2016 Budget.*

### 3. A) Annexation Request – East Pine Street Area

The City Council is being asked to commence annexation proceedings and have the meeting with the property owners,

- 1) Nina Rinke (814 Pine St) Parcel No. 241701910040, described as Varneys Block 2 Lot 5 Lots 5-7 Less E 3.11' Lot 5 and approximately 0.2300 acres in area;
- 2) Heinz Best (826 Pine St) Parcel No. 241701910035, described as Varneys Block 2 Lot 3 Lots 3-4 & E 3.11' Lot 5 and approximately 0.1700 acres in area;
- 3) Shane A Anderson (802 Pine St) Parcel No. 241701910050, described as Varneys Block 2 Lot 10 W 1/2 Lot 9 (BLA 2011-185) and approximately 0.1200 acres in area;
- 4) Lester R & Laurie M Nunn (828 Pine St) Parcel No. 241701910025, described as Varneys Block 2 Lot 1 Lots 1-2 and approximately 0.1600 acres in area; and
- 5) Matthew F & Courtney A Porter (808 Pine St) Parcel No. 241701910045, described as Varneys Block 2 Lot 8 E 1/2 Lot 9 and approximately 0.1200 acres in area.

The property owners submitted an intent letter on September 2, 2015, and is signed by the owner of not less than 10% in assessed value of the approximately 0.80 acre properties sought for annexation. Upon receipt of the requested annexation, the City Council must set a date after having received such notice for a meeting with the initiating parties to determine:

- a. If the City will accept the annexation;
- b. Whether the City will accept, reject, or geographically modify the proposed annexation;
- c. Whether it will require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed (as provided for in RCW 35A.14.330, and RCW 35A.14.340);

- d. Require the assumption of all or any portion of existing city indebtedness by the area to be annexed.

In August 2015, the City initiated contact with property owners for potential annexation. The City Council has never “forced” property owners to annex into the city limits; the annexation is sponsored by the City of Leavenworth and the fees are paid by the City Council for the processing of this annexation with all property owners voluntarily participating in annexation. The Council has carefully weighed the benefits to both property owners and the City and has encouraged annexation for this neighborhood.

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

- Voluntary annexation letter
- Signed annexation petition and supporting information
- Vicinity Map
- Zoning Map
  
- **MOTION:** *The Leavenworth City Council moves to: 1) accept for annexation the properties described as Varneys Block 2 Lots 1 - 10; 2) retain the existing zoning of Low Density Residential 6,000 (RL-6); and 3) require the assumption of all or any portion of existing city indebtedness by the area to be annexed.*

#### **4. B) Motion to Set a Public Hearing on Annexation Request for East Pine Street Area**

Upon motion to accept annexation, the City Council is being asked to set a public hearing for January 12, 2016 at 6:30 PM and notice (Fix a date for a public hearing), and provide notice specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation. The notice is to be:

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

During the City Council Hearing, the City Council:

- a. Gives proponents and opponents an opportunity to speak.
- b. The City Council decides whether to approve the annexation. If the Council decides to approve, the Council must enact an ordinance (motion) to annex the territory (Pursuant to RCW 35A.14.140). Subject to RCW 35.02.170, the ordinance may annex all or any portion of the proposed area but may not include in the annexation any property not described in the petition. Upon passage of the annexation ordinance, a certified copy shall be filed with the Board of County Commissioners of the County in which the annexed property is located.

There are no items included under **TAB 4**.

- **MOTION:** *The Leavenworth City Council moves set a Public Hearing on annexation request for January 12, 2016 at 6:30 PM.*

## 5. Contract Amendment – IntegriTech On Call Services

The City Council approved an On Call Services Contract with IntegriTech on March 10, 2015 for small engineering projects with a not to exceed amount of \$5,000. This contract is effective from April 1, 2015 through March 31, 2016. Earlier this year the Council requested investigation into providing water to the Leavenworth Ski Hill and improvements for the P1/P2 parking lots. At this time the City has expended \$3,216.25 on the parking improvement engineering costs and \$7,668.75 on the water/hydrant investigation for the Ski Hill. Due to minor continued costs prior to the ending of the contract in March 2016, staff is requesting an increase to this contract for a new maximum allowable up to \$15,000.

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

- Professional Service Agreement Amendment
- Original Professional Service Agreement
- **MOTION:** *The Leavenworth City Council moves to approve and authorizes the Mayor to sign the contract Amendment for IntegriTech On Call Services Contract with a not to exceed amount of \$15,000.*

## 6. Letter of Support – Ski Club Snowmaking

The City Council is being asked to approve a City letter of support, signed by the Mayor, for the Leavenworth Winter Sports Club (LWSC) proposal to the Wenatchee River District of the Forest Service for the allowance of temporary snow making facilities on the Forest Service property currently being used for downhill skiing and tubing. The City has received notice from the Ranger District that they will be requesting public comments regarding this project through December 18, 2015. This letter includes the City's development of plans to install a hydrant at the adjacent reservoir site for fire access as well as use by LWSC snow making efforts. This approved letter from the City, in support of the project, will be forwarded to the Forest Service for their consideration.

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

- Letter of Support
- **MOTION:** *The Leavenworth City Council moves to authorize the Mayor to sign a letter of support for the Leavenworth Winter Sports Club proposal for temporary snow making at the Ski Hill Forest Service site.*

## 7. Resolution 12 – 2015: Icicle Work Group Base Package

The City Council is being asked to adopt Resolution 12 – 2015 which supports the Icicle Work Group Base Package of projects and supports the next step in the process of having a public review of the workgroup's Guiding Principles and Metrics and Base Package of Projects. That next step is a State Environmental Policy Act (SEPA) review with the lead agencies being the WA Department of Ecology and Chelan County.

The State Environmental Policy Act (SEPA) provides a way to identify possible environmental impacts that may result from governmental decisions. These decisions may be related to issuing

permits for private projects, constructing public facilities, or adopting regulations, policies, or plans. Information provided during the SEPA review process helps agency decision-makers, applicants, and the public understand how a proposal will affect the environment. This information can be used to change a proposal to reduce likely impacts, or to condition or deny a proposal when adverse environmental impacts are identified.

If the City Council approves this resolution and all other stakeholders which make up the Icicle Work Group are in concurrence, the SEPA process will be initiated.

#### History:

Icicle Creek drains a primary sub-basin of Water Resource Inventory Area (WRIA) 45 in Chelan County, and is a major tributary to the Wenatchee River. The Icicle sub-basin encompasses an area approximately 212-square miles most of which is undeveloped and resides in the Alpine Lakes Wilderness and the Wenatchee National Forest. Flow from Icicle Creek supports a range of demands including both instream and out of stream uses which affect a diverse set of stakeholder groups. The City of Leavenworth Water Plant is located on Icicle Creek and Icicle Creek provides approximately 60% of the domestic water supply for the City.

Chelan County and Washington Department of Ecology's (DOE) Office of Columbia River co-convened the Icicle Work Group (IWG) in December 2012 to find collaborative solutions for water management within the Icicle Creek Watershed. Icicle Creek water has been the center for a number of water related legal challenges over time; these include challenges to the Federal Hatchery use of Icicle Creek water and the City of Leavenworth vs DOE Icicle Creek Water Rights dispute. The IWG is made up of a diverse set of stakeholders representing local, state and federal agencies, tribes, irrigation and agricultural interests, and environmental organizations. The IWG follows a set of operating procedures that define its purpose, membership, and the ultimate goals of this effort. The Work Group began developing a comprehensive list of projects that could address Icicle Creek issues; these concerns and issues are identified in their Guiding Principles.

Initially the IWG has identified projects in an effort to develop an integrated project list that met all of the guiding principles and the specific metrics associated with each of the guiding principles. The Icicle Work Group completed some initial data collection and appraisal level evaluations for several projects. Some projects were then removed from the initial list as "fatal flaws" were identified in the initial scope of the project. At the September meeting, the Icicle Work Group approved an Integrated Project List and asked work group stakeholders to review the base package with their agency decision making representatives to consider supporting the base package of projects. SEPA Scoping would be a public process for those individuals, groups of interest, and agencies to review the base package of projects and provide comments on potential issues and/or concerns with the projects listed. Those comments would then be assessed and either additional information developed or changes to the base package of projects would need to be considered to address the concerns.

The work of the Icicle Work Group has been provided to the Council on several occasions, the last being a presentation at the October 2015 Study Session. At that time the Council was presented the list of guiding principles and metrics and the list of projects included in the Integrated Base Package

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

- Resolution 12 – 2015 Icicle Work Group Base Package Support.

- Icicle Work Group Guiding Principles and Metrics.
- Icicle Work Group Integrated Base Package.
- Icicle Creek Strategy Q & A.
- Icicle Creek Water Resource Management Plan Process Map.

- **MOTION:** *The Leavenworth City Council moves to approve resolution 12 – 2015 in support of the Icicle Work Group and the identified base package of projects.*

**A RESOLUTION OF THE CITY OF LEAVENWO  
AMENDING RATES AND FEES.**

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

**Section 1.** The rates, fees and charges as set forth on the attached Exhibit "A" which is incorporated herein, are hereby adopted by this reference and new charges, fees, and rates will be effective January 1, 2016.

**Section 2.** Resolution 2-2015 is hereby amended to be consistent with this resolution.

**Section 3.** This resolution and any amendment thereto shall be published in summary form in the official newspaper of the City of Leavenworth.

Passed by the City Council of the City of Leavenworth and approved by the Mayor in an open public meeting on the 8<sup>th</sup> day of December 2015.

APPROVED:

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Cheryl K. Farivar, Mayor

ATTEST:

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Chantell R. Steiner, Finance Director/City Clerk

# CITY OF LEAVENWORTH FEE SCHEDULE

## **Exhibit A**

Each Department Head shall be granted the authority of interpretation of the portions of this resolution, which fall under the authority of their Department.

# DEVELOPMENT SERVICES DEPARTMENT

## RATES, FEES, AND CHARGES

### GENERAL INFORMATION ON FEES

- A. Payment of the base fee for applications is required at the time of application submission. Payment of base fees for annexations, vacations, and other related activities, which do not require submittal of permit applications, are due prior to commencement of any staff work on the activity. Typically, this would be following submission of an initial letter of interest and/or petition. Payment of all fees will also be required regardless of approval/non-approval of the activity.
- i. Hourly fees are in addition to the underlying permit/action base fees.
  - ii. Hourly fees are typically billed on a monthly basis.
  - iii. Any billing more than 30 days overdue shall result in progress on the application ceasing and/or withholding of final approval/permit issuance.

B. Outsourcing:

The City may outsource work to agencies, firms, and individuals at its discretion for any type of permit related activities. The types of activities include, but are not limited to, the work of attorneys, planners, engineers, geotechnical experts, biologists, etc. Outsourcing *typically* occurs when a project has a component which requires review by persons with special expertise, the city must outsource based on staffing and/or workloads, or an applicant has requested and has been granted expedited review.

Outsourcing based on City Determination of Need:

If the City determines that work must be outsourced based on the need for specialized study, input from persons with expertise, or for other reasons; the City retains the authority to determine that this action is required, but will provide notification in either email or written format to the applicant of the action prior to authorizing the expenditure. The City is not required to receive an authorization from the applicant prior to authorizing to proceed, but simply to notify. The following shall apply:

The applicant shall be responsible for all consultant costs, any related staff time and a ten percent administrative fee for other City expenses involved in administering the work of the consultant.

If the City determines that work must be outsourced based on staffing levels, workload, or for other reasons (not including permit expedition requests), the consultant's work will be billed to the applicant at the same rate as City staff time. If the fee schedule indicates there is no hourly fee charged for a specific type of application, even if outsourced, hourly fees will not be charged.

*Please note that all other requirements of the City's fee schedule apply.*

Outsourcing by Request of the Applicant:

An applicant may submit a written request to outsource a permit application (or portions thereof) for purposes of permit expedition or for other reasons. The City reserves the right to approve, approve with conditions, or deny outsourcing requests. If approved, the following shall apply:

The applicant shall be responsible for all consultant costs, any related staff time and a ten percent administrative fee for other City expenses involved in working with the consultant and the applicant.

*Please note that all other requirements of the City's fee schedule apply.*

- C. Any direct cost beyond \$550.00 or four (4) hours of the Hearing Examiner's work on a case shall be billed to and paid by the applicant. This shall be in addition to any other fees.
- D. Applications that require both City and County approval are still subject to the City's fees.
- E. All project types may not be listed here. If they are not, fees will be applied as determined by the Development Services Director.

# **BUILDING PERMITS FEES**

The following fees are for review performed by the plans examiner, additional review by other staff and departments will be charged at \$50 per hour. Exception: single-family and multi-family structures, with four units or less, and commonly associated residential structures and permits, including, but not limited to, permits for decks, garages, outbuildings, fences, demolition, and earthwork, shall be exempt from hourly fees.

1. Building fee structure valuation shall be calculated utilizing the most current edition of the International Code Council Building Safety Journal Building Valuation Data (BVD) Table for Average Construction Costs per Square Foot. The permit fee shall then be calculated utilizing the 1997 Uniform Building Code Table 1-A with the following provisions:
  - a. If an applicant submits plans for two (2) or more identical buildings within the same project, within 180 days of each other, the plan review fee shall be calculated as a percentage of the building permit fee as shown in Table 1-A for each plan after the first one. The percentage reduction shall be determined at the discretion of the building official.
2. Plan review fees shall be calculated pursuant to the 1997 Uniform Building Code, Section 107.3 "Plan Review Fees".
3. Mechanical permit fees shall be calculated pursuant to the 1997 Edition of the Uniform Mechanical Code, Section 115, Table 1-A.
4. Plumbing permit fees shall be calculated pursuant to the 1997 Edition of the Uniform Plumbing Code, Section 103.4, Table 1-1.
5. Manufactured structure permit fee: Support systems including typical concrete elongated pads are factored in. Concrete foundations for modular structures and daylight basements are factored separately based on value:
  - a. Single unit .....\$300.00
  - b. Double unit: .....\$400.00
  - c. Triple unit: .....\$500.00
  - d. Each additional unit: .....\$75.00
6. Footing and Foundation Permit (allowed only at the discretion of the City):
  - a. Residential.....\$200.00
  - b. Commercial..... 5% of the total estimated building and plan review permit feesNote: This is an additional charge and shall not be deductible from future permit fees, and any adjustment based on the actual permit fee will be added at the time of permit issuance.
7. Work without a permit ..... Double the basic permit fee (excludes taxes, plan review, and other fees)
8. Modifications to reviewed plan..... One-half of value of modification (see No. 1 above, the valuation shall be determined utilizing one-half of the fair market value of the change, regardless if the change is higher or lower value than the original).
9. Demolition Permit .....\$100.00
10. Excavation, Grading, and Fill Permit (IBC Appendix J) .....\$150.00
11. Fence Permit.....\$50.00

12. Inspections for which no fee is specifically indicated.....\$50/hr (min ½ hr)

**Fire Code:**

- 13. Liquid Petroleum Gas (LPG) and Fuel Tank installation (per tank).
  - a. 500 gallons or less.....\$150.00
  - b. 501 to 5000 gallons.....\$300.00
  - c. 5001 gallons or more.....\$450.00
- 14. Commercial kitchen hood fire suppression system.....\$100.00
- 15. Residential Fire sprinkler **plan review**.....\$75.00
- 16. Residential Fire sprinkler **inspections**.....\$75.00
- 17. Fire sprinkler system plan review for more than 10 heads.....\$150.00  
+ \$1.50 per device
- 18. Fire sprinkler system inspection for more than 10 heads.....\$150.00  
+ \$2.50 per device
- 19. Fire sprinkler system **plan review and inspections** 10 heads or less \$150.00 + \$1.50 per device.
- 20. Fire hydrants and mains plan review.....\$150.00
- 21. Fire hydrants and mains inspection.....\$75.00 per each hydrant or main
- 22. Commercial IFC application plan review \$150.00 per building application or \$75 if single component.
- 23. Commercial IFC component inspections.
  - High piled storage.....\$75.00
  - Tents and temporary membrane structures.....\$75.00
  - Fireworks stand.....\$100.00
  - Fireworks display.....\$100.00
  - Exhibitions (Miscellaneous).....\$75.00
- 24. Fire alarm & smoke detection system **plan review** for more than 10 devices.....\$150.00  
+ \$1.50 per device
- 25. Fire alarm & smoke detection system **inspections** for more than 10 devices.....\$150.00  
+ \$2.00 per device
- 26. Fire alarm & smoke detection system **plan review and inspections** for 10 devices or less \$150 + \$1.50 per device
- 27. Reinspection fee.....\$100.00

**Residential Misc.:**

- 28. Factory built wood/gas heating appliances, log lighters and inserts.....\$45.00
- 29. Masonry fire place including chimney.....\$45.00
- 30. LPG tanks and gas lines for heating and cooking appliances.....\$75.00
- 31. Roofing replacement permit including sheathing if necessary.....\$200.00

**Commercial Misc.:**

- 32. Commercial kitchen hood Type 1 or 2.....\$75.00
- 33. Building Permit for sign placement including review of all structural attachments and or foundation.....\$75.00
- 34. Roofing replacement permit including sheathing if necessary.....\$200.00
- 35. Factory built fireplace/heating appliances, log lighters wood or gas (per unit).....\$45.00
- 36. LPG gas lines for heating and cooking appliances.....\$45.00

## LAND USE AND LEGISLATIVE PERMIT FEES

Calculation of fees begins following the release of the pre-application meeting notes. If the pre-application meeting requirement has been waived by the Development Services Manager, fees will be calculated immediately upon receipt of the application/request. In addition to the base fee, a charge of \$50 per hour will be assessed for each hour of staff time for reviewing the project; however, 50% of the base fee will be credited toward the total dollar amount of the staff hours billed to the applicant. For example, if the base fee is \$800, \$400 worth of staff hours (8 hours) will be credited toward the total dollar amount of staff hours billed. Revisions to any permit will be billed at half the original submission fee and charged at the hourly rate..

<u>State Environmental Policy Act Review</u>	<u>Fee</u>
1. Environmental Impact Statement.....	\$1,000.00
2. SEPA compliance for non-exempt activities not addressed herein .....	\$350.00
3. Co-lead or assumption of lead status (for projects outside of the City's jurisdiction) following assumption of lead or co-lead status.....	\$50/hr
• Recovery of all consultant costs, plus a ten percent administration fee for clerical work related to contract administration	
4. Revisions to approved permits within this category .....	50% of the Original Fee

### Miscellaneous land use actions/permits

1. Parking Lot Permit (with SEPA).....	\$350.00
2. Parking Lot Permit .....	\$50.00
3. Conditional Use Permits.....	\$1,650.00 (includes HE and SEPA)
4. Home Occupations, Group A .....	No Charge
5. Home Occupations, Group B .....	\$100.00
6. Variances (Commercial).....	\$1,350.00 (includes HE)
7. Variances (Residential) .....	\$950.00 (includes HE)
8. Development Agreement .....	\$1,800.00 (includes SEPA)
9. Floodplain Elevation Certificate.....	\$200.00
10. Critical Areas Checklist .....	\$100.00
11. Lighting Permit .....	\$50.00
12. Administrative Deviation.....	\$25.00
13. Administrative Interpretation which require written policy.....	\$350.00
14. Revisions to approved permits within this category (as necessary)	50% of the Original Fee

Subdivision permits

1. Short Subdivisions.....\$800.00 (or \$1,100 with SEPA), plus \$50.00 per lot
2. Major Subdivisions.....\$1,650.00 (includes HE and SEPA), plus \$50.00 per lot
3. Final Plat (Short or Major Subdivision).....\$100.00
4. Cluster Subdivision (Short) .....  
..... \$400.00 (or \$550 with SEPA) (addition to SS), plus \$25.00 per lot
5. Cluster Subdivision (Major).....\$775.00 (addition to MS), plus \$25.00 per lot
6. Planned Development.....\$1,650.00 (includes HE and SEPA), plus \$50.00 per lot
7. Binding Site Plans .....\$1,100.00 (includes SEPA), plus \$50.00 per lot
8. Binding Site Plans (when within new building.....\$800.00, plus \$50 per lot
9. Plat Alteration.....\$1,650.00 (includes HE and SEPA), plus \$50.00 per lot
10. Boundary Line Adjustments .....\$300.00
11. Boundary Line Adjustments - Lot line elimination / consolidation ... ..\$150.00
12. Revisions to approved permits within this category ..... 50% of the Original Fee

Shoreline permits

1. Substantial Development Permit.....\$1,650.00 (includes HE and SEPA)
2. Shoreline Conditional Use Permit  
(in addition to the SDP fee) .....\$1,350.00 (includes HE and SEPA)
3. Shoreline Variance  
(in addition to the SDP fee).....\$1,350.00 (includes HE and SEPA)
4. Shoreline Exemption .....\$100.00
5. Revisions to approved permits within this category ..... 50% of the Original Fee

Legislative Action

1. Right-of-way vacation investigation .....\$100.00
  - Appraisal costs, legal fees, and cost of property will be due if approved for vacation
  - If multiple property owners initiate vacation activity the activity will be treated as a joint application with the cost split among property owners.
2. Annexation .....\$1,100.00 (includes SEPA)
  - Costs for annexation studies shall be fully reimbursed by the applicant
3. Developer reimbursement and collection agreements.....\$1,100.00 (includes SEPA)
  - Costs for consultant work shall be fully reimbursed by the applicant
4. Comprehensive Plan amendment/rezone

- a. Phase 1 – Initial Application for Docket.....\$300.00
  - b. Phase 2 – If approved for docket, fee for next steps in approval process  
.....\$800 (includes SEPA)
- (Note: Payment Phase 1 and 2 fees does not constitute approval of a proposed amendment)
- 5. LMC text amendment (includes zoning, subdivision, development regulations, etc.)  
.....\$1,100.00 (includes SEPA)
  - 6. LMC text amendments (non-land use) .....\$600.00 (includes SEPA)
  - 7. Shoreline Master Program text amendment .....\$1,100.00 (includes SEPA)
  - 8. Shoreline Master Program environment designation amendment .....\$800.00
  - 9. Revisions to approved permits within this category .....50% of the Original Fee

Appeals to the Hearing Examiner:

- 1. Appeal .....\$500.00\*
- 2. Motion for Reconsideration.....\$100.00

\* Appeal fees do not apply for a first hearing on the record in a city initiated enforcement case.

## PRE-APPLICATION MEETING FEES

- A. Payment of the pre-application fee is required at the time of pre-application submittal.
- B. A pre-application meeting fee shall be charged for each of the permit types below. If multiple permits are sought, the fee shall be based on the highest single pre-application fee.
- C. The Development Services Director will determine which category of pre-application fee applies to each project.

*The City will perform a Courtesy Consultation Meeting prior to the required pre-application meeting at the request of the applicant. Items discussed at this meeting will be for information gathering purposes only. Attendance at a Courtesy Consultation Meeting does not eliminate the requirement to attend a pre-application meeting. Please note: the City will not provide notes from this meeting, but will provide a copy of the City's Fee Schedule to the applicant.*

### **Pre-Application Meeting (s):**

Single-family Residential (including duplexes).....	No Charge
Boundary Line Adjustment. ....	No Charge
Group A Home Occupation: .....	No Charge
Excavation, Grading and Filling: .....	No Charge
Parking Lot: .....	No Charge
Floodplain elevation/development:.....	No Charge
Work in a right-of-way .....	No Charge
Interpretation of Codes and Ordinances.....	No Charge
Shoreline Exemption .....	No Charge
Fence.....	No Charge
Sign and Design.....	No Charge
All others.....	No Charge

# **DESIGN REVIEW FEES**

1. Design review book
  - a. Refundable deposit..... \$100
  - b. Purchase .....\$100
  - c. CD: .....\$5

## **Architectural Design:**

2. New design for, or changes to, a structure valued under \$5K.....\$100
3. New design for, or changes to, a structure valued \$5K - \$50K ..... \$150
4. New design for, or changes to, a structure valued \$50,001 + ..... \$200
5. Changes to building color, roofing, or murals (includes mural additions), or other individual elements - when no other improvements are proposed.....\$50
6. Submittal of revisions to a design approved in the prior 12 months..... \$100
7. Re-submittal of projects after being cited for non-compliance with original design approval.....\$175
8. Fence design, tables, chairs, umbrellas, or other similar elements when no other improvements are proposed.....\$25
9. Administrative Approval, change of design or of individual elements such as landscaping structures, lighting, fences or fence-type walls, garbage enclosures, walkways, plazas, or similar structures when they are not proposed in conjunction with a larger project or that would require design review board review.....\$25

## **Sign:**

10. Sign - first sign: .....\$75
11. Each additional sign (applied for at the same time) .....\$35
12. Sign permit revision.....\$25

## **Miscellaneous:**

Any time an application requires a second meeting by the Design Review Board due to actions of the applicant, including withdrawal, requesting continuance, design changes, or non-attendance, payment shall be made prior to further review by the Design Review Board in the amount of

..... ½ of original application fee

Any time an application requires more than two meetings by the Board in order to review changes, whether proposed by the applicant or requested by the Design Review Board, payment shall be made prior to further review by the Board in the amount of

.....\$50

## WATER RATES, FEES AND CHARGES

The charges that each property owner shall pay to the City for access to the City main shall include a system buy-in charge, a charge to cover the cost of labor, equipment, and materials to install the meter, a Utility Reimbursement Agreement charge if applicable to the property location, and a surcharge for customers located outside City limits.

Monthly fees include a base rate and 7,500 gallons of water. Use above 7,500 gallons per month is subject to an overage charge.

**Charges to be paid by new customers to receive service (applicable to all customer classes):**

1. System Development Charge (SDC) for Residential and Commercial:

Meter Size based on ERU

5/8" or 3/4" (1.0 ERU).....	\$3,898.80
1" (1.7 ERU).....	\$6,510.75
1 1/2" (3.3 ERU).....	\$12,983.30
2" (5.3 ERU).....	\$20,780.90
3" (11.7 ERU).....	\$45,498.80
4" (20 ERU).....	\$77,976.15
6" (41.7 ERU).....	\$162,424.80

2. Meter charge (not including installation)

Meter Size

3/4".....	\$ 550.00
1".....	\$ 700.00
1 1/2".....	\$ 1,000.00
2".....	\$ 1,500.00
3".....	\$ 2,840.00
4".....	\$ 5,530.00
6".....	\$ 8,625.00

3. Water service connection charges

- a. Labor, Equipment, Patching and Administrative charges ..... \$1,172.30
- b. Titus Road Connection Charge ..... \$225.00

**Note: Beginning at north property line of lot 2, SS 3264 to north end of Aldea Village**

4. Utility Reimbursement Agreements

- a) Leavenworth 24, LLC Utility Reimbursement Agreement (URA) (see Leavenworth 24, LLC agreement), this flat fee includes the 10% administrative fee as defined in the URA:

For each water service hookup (1.0 ERU) .....\$2,781.27

- b) DNR, LLC Utility Reimbursement Agreement (URA) (see DNR, LLC agreement for flat fee as identified for various parcels, this flat fee includes the 10% administrative fee as defined in the URA.)
- c) Cascade Medical Center (CMC) Utility Reimbursement Agreement (URA) (see CMC agreement for flat fee as identified for various parcels, this flat fee includes the 10% administrative fee as defined in the URA.)

- 5. Irrigation meter - An irrigation meter fee is the same as a meter charge. No additional buy-in fee will be charged if the property already has a meter, and the irrigation represents no increase in water use based on billing data.
- 6. Upon receipt of proof of payment (canceled check), a credit equal to the cost of construction of water main line extension dedicated to the City will be reduced from the "System Development Charge" not to exceed the value of one ERU. This credit shall be applied to subdivisions which create two to four lots.

**Residential Water Rates**

- 7. The monthly minimum residential charge includes an allowance of 7,500 gallons per month per meter. Qualifying low-income senior and disabled citizens receive a discount off the monthly minimum residential charge. To qualify for the discount, applicants must be 62 years of age or older or disabled, and must have a total household income of \$24,000 per year or less. To qualify for the additional hardship low income senior or disabled discount, you must have an income of \$12,000 or less per year with no other assets, to apply for either discount, applicants must fill out and return an application for a utility discount, for review and approval by the City.

- a. Inside city limits

- i. 3/4" meter.....\$59.24
- ii. Qualified low income seniors or disabled.....\$29.01
- iii. Additional hardship low income seniors or disabled.....\$15.11
- iv. 1" meter.....\$61.77
- v. 1 1/2" meter.....\$74.39

- b. Outside city limits (rates are 25% higher than inside city rates)

- i. 3/4" meter.....\$74.05
- ii. Qualified low income senior or disabled .....\$36.26
- iii. Additional hardship low income seniors or disabled.....\$18.88
- iv. 1" meter.....\$77.21
- v. 1 1/2" meter.....\$92.98

- c. Overage: For water use above the allotted 7,500 gallons per month, the following rates shall apply:
  - i. 0 - 7,500 ..... \$0.00 per 1,000 gallons
  - ii. 7,501 – 15,000.....\$0.85 per 1,000 gallons
  - iii. 15,001 – 25000.....\$1.86 per 1,000 gallons
  - iv. Above 25,000.....\$2.31 per 1,000 gallons

**Commercial Water Rates**

8. The monthly minimum commercial charge includes an allowance of 7,500 gallons per month per meter.

- a. Inside city limits - monthly minimum charge per meter:
  - i. ¾" meter.....\$59.24
  - ii. 1" meter .....\$61.77
  - iii. 1 ½" meter .....\$74.39
  - iv. 2" meter .....\$76.92
  - v. 3" meter .....\$228.16
  - vi. 2" x 6" fire service meter .....\$369.42
  
- b. Outside city limits (rates are 25% higher than inside city rates):
  - i. ¾" meter .....\$74.05
  - ii. 1" meter.....\$77.21
  - iii. 1 ½" meter .....\$92.98
  - iv. 2" meter.....\$96.15
  - v. 3" meter .....\$285.20
  - vi. 2" x 6" fire service meter .....\$461.78
  
- c. Commercial overage: For water use in the commercial zone above the allotted 7,500 gallons per month, the following rates shall apply to commercial users:
  - i. Inside City commercial:.....\$1.55 1,000 gallons
  - ii. Outside City commercial:..... \$1.94 1,000 gallons

**Miscellaneous fees**

- 9. Fire hydrant use fee..... \$3.30 per 1000 gallons / minimum charge of \$10.00 per day
- 10. Fire hydrant meter installation/removal charge.....\$54.60
- 11. Fire hydrant installation charge ..... \$343.90 inspection and buy in
- 12. Fire flow installation charge ..... \$334.20(\$212.20 buy-in, \$122.00 inspection)
- 13. Seasonal turn on/off charge
  - a. In City: .....\$10.90 each trip
  - b. Outside City: .....\$16.40 each trip
- 14. Late fee.....\$10.90
- 15. Late payment turn on fee .....\$27.30 (\$54.60 for after hours turn on)
- 16. Charge to remove / reinstall meter ..... \$27.30 removal or reinstallation
- 17. Installed, with a meter and no consumption
  - a. In City: .....\$17.82
  - b. Outside City: .....\$22.28

**Final or closing utility bill:** The City does not pro-rate utility bills. Accounts involving new owners, the pro-ration is between the previous owner and the new owner. In the event a previous balance is on the account, the City will make every effort to collect from the previous owner. However, the new owner is ultimately responsible for the bill, as the utility account stays with the property. The City suggests contacting the title company used in the real estate transaction for further remedy. In a landlord-tenant situation the landlord is ultimately responsible for the utility bill.

## SANITARY SEWER RATES, FEES AND CHARGES

The charges that each property owner shall pay to the City for access to the City main shall include a system buy-in charge, a Utility Reimbursement Agreement charge if applicable to the property location, and a charge to cover the cost of labor, equipment, and materials to hook-up.

**Charges to be paid by new customers to receive service (applicable to all customer classes):**

1. System Development Charge (SDC):
  - a. Residential: For the purposes of calculating the sewer SDC the definition of an ERU is one residential dwelling unit at 175 gallons per day.
  - b. Multifamily: Dwelling units in multifamily residential structures are assigned an ERU value of less than one to reflect the fewer number of occupants typically residing in each unit, and an assumed proportionate resulting reduction in wastewater production (1990 US Census Report and 1996 Comprehensive Plan).
  - c. Motels, Restaurants, Bars: ERU's are based on the number of motel rooms and the number of seats respectively as defined in the Washington State Department of Ecology *Criteria for Sewage Works Design*.
  - d. Other Commercial: For other types of non-residential sewer connections, each equivalent 3/4 inch water meter is considered one ERU using American Water Works Association defined meter capacity to determine the factor for the number of ERU's for each non-residential meter size above 3/4 inch. In no case shall less than 1 ERU be assigned to any proposed connection.
  - e. Summary: Based on the above figures, the following charges shall apply:

Restaurant Category 1 – Take Out / Ice Cream shop / Yogurt shop (no dishwasher, no fryer, no public restrooms less than 400 sq. ft.) (1.0 ERU).....\$2,620.40

For Category 1 - Additional square foot areas beyond 400 sq. ft. are calculated at \$6.55/ sq. ft.

Restaurant Category 2 – Average Size (If two of the three following criteria apply: dishwasher required, fryer, public restrooms required then restaurant is considered a Category 2) (Up to 1,000 sq. ft. including kitchen, dining area and restrooms) (4.0 ERU) .....\$10,481.70

Bakery (retail) - (Up to 1,000 sq. ft. including kitchen, dining area and restrooms) (4.0 ERU) .....\$10,481.70

For Category 2 and Bakeries – For additional areas in excess of 1,000 sq. ft. which includes the kitchen and restrooms square footage; the additional square foot areas are calculated at \$6.55/ sq. ft.

Bars - (yes-dishwasher, no food /no fryer, yes-public restrooms) (Up to 1,000 sq. ft. including seating area and restrooms) (1.17 ERU) .....\$3,065.90

For Bars larger than 1,000 sq. ft as described above - Additional square foot areas are calculated at \$6.55/ sq. ft.

Motel (.5 ERU/Room).....\$1,310.15/RM

Over 4 Units (.54 ERU/DU).....	\$1,414.20/DU
5/8" or 3/4" (1.0 ERU, includes single, duplex, 3-plex, 4-plex).....	\$2,620.45
1" (1.7 ERU).....	\$4,376.20
1 1/2' (3.3 ERU).....	\$8,725.90
2" (5.3 ERU).....	\$13,966.75
3" (11.7 ERU).....	\$30,580.45
4" (20 ERU).....	\$52,408.45
6" (41.7 ERU).....	\$109,166.60

f. Special conditions: For special conditions the city will determine the SDC based on either the ERU table, on estimated wastewater flow, or on a combination of both methods at the city's sole discretion. Flow will be based on either estimated peak day flow or maximum month average day flow at the sole discretion of the city. Special conditions include the following:

- i. Structures with more than one of the occupancy types listed above.
- ii. As determined by the city upon review of an applicant's administrative appeal.
- iii. As determined by the city upon its sole judgment that the specifics of the proposed occupancy and/or its characteristics warrant special determination of the SDC.

g. Administrative Appeal: An applicant for sewer connection may appeal the SDC determination to the Mayor or City Administrator within thirty (30) working days of receiving the initial SDC determination from the City. The decision of the Mayor or City Administrator shall be provided within thirty (30) working days of the appeal and shall serve as the final SDC determination.

h. Change of Occupancy Type: If, in the sole judgment of the city, a proposed change in occupancy type for an existing structure already connected to the sewer system will substantially increase the amount or character of wastewater flow over that for the previous occupancy, and the SDC for the proposed occupancy would result in a greater SDC than for the previous occupancy, and the change of occupancy requires a building permit, then the use of the structure for the proposed occupancy type shall be contingent upon payment to the city of an SDC determined in accordance with this resolution. The additional SDC charge shall be added to any city permit fees or charges applicable to the proposed occupancy.

i. Inspection, patching and administrative charge.....\$694.90

ii. Titus Road Connection Charge.....\$225.00

Note: Beginning at north property line of lot 2, SS 3264 to north end of Aldea Village

iii. City/Clenon Utility Reimbursement Agreement(URA) (see Clennon agreement, Exhibit A)

Full .....\$5,469.41

Half.....\$2,734.70

i. Upon receipt of proof of payment (canceled check), a credit equal to the cost of construction of sanitary sewer main line extension dedicated to the City will be reduced from the "System Development Charge" not to exceed the value of one ERU. This credit shall be applied to subdivisions which create two to four lots.

**Residential Monthly Rates**

2. For monthly sewer rate purposes, each unit of a multi-family dwelling is considered a dwelling unit. Qualifying low-income senior and disabled citizens receive a discount off the monthly minimum residential charge. To qualify for the discount, applicants must be 62 years of age or older or disabled, and must have a total household income of \$24,000 per year or less. To qualify for the additional hardship low income senior or disabled discount, you must have an income of \$12,000 or less per year with no other assets, to apply for either discount applicants must fill out and return an application for a utility discount, for review and approval by the City.

- a. Residential Customers:.....\$55.64 per dwelling unit
- b. Low-income senior or disabled citizen.....\$31.25 per dwelling unit
- c. Additional hardship low income senior or disabled.....\$11.60 per dwelling unit
- d. Outside of City limits:.....twenty-five percent (25%) surcharge on the above rates.

**Commercial Monthly Rates**

3. Base rate: Monthly charge of \$55.64 per Equivalent Residential Unit (ERU) of water used, with a minimum charge of one ERU per month. Water use shall be based on the average monthly water use between October 1 of the previous year and September 30 of the current year. One ERU is equivalent to 7,500 gallons of water use.

4. Food Service Surcharge: An additional surcharge will be assessed to food service establishments with grease fryers to account for the loading of the sewer plant associated with grease. The surcharge shall be fifty percent (50%) of the base rate as calculated above. Food service establishments without an individual water meter (a shared meter) shall be based on a calculation of one ERU per 5 seats or fifty percent (50%) of the total water use associated with the shared meter, as decided by the building owner.

5. School District: Monthly charge of \$55.64 per Equivalent Residential Unit (ERU) of water used, excluding irrigation meters and water use in June, July, and August associated with watering ball fields.

6. City Pool: During the months of January through May and October through December when the pool is not in use there will be no sewer rate applied. For the months of June through September, the pool rate charged will be equivalent to 10% of the monthly charge of \$55.64 (Residential Customer Charge) per Equivalent Residential Unit (ERU) of water used will apply. Water use shall be based on the average monthly water use between October 1 of the previous year and September 30 of the current year. One ERU is equivalent to 7,500 gallons of water use.

**Miscellaneous fees**

- 7. Late Fee.....\$10.90
- 8. Non-Compliance Fee: Food Service Establishments without grease traps per month..\$200.00  
(Non-Compliance Fee will be effective starting on July 1, 2016)

**Final or closing utility bill:** The City does not pro-rate utility bills. Accounts involving new owners, the pro-ration is between the previous owner and the new owner. In the event a previous balance is on the account, the City will make every effort to collect from the previous owner. However, the new owner is ultimately responsible for the bill, as the utility account stays with the property. The City suggests contacting the title company used in the real estate transaction for further remedy. In a landlord-tenant situation the landlord is ultimately responsible for the utility bill.

## STORM SEWER FEES, RATES AND CHARGES

The charges that each property owner shall pay to the City for Storm Sewer access to the City main shall include a system buy-in charge, and a charge to cover the cost of labor, equipment, and materials to hook-up.

### Charges to be paid by new customers to receive service (applicable to all customer classes):

1. System Development Charge for Residential & Commercial: (Per ERU)..... \$1,034.40
2. Street patching and Inspection .....\$477.40

For System Development Charges, one ERU equates to 4,000 square feet of impervious area. Residential lots developed will be charged as one ERU, unless determined otherwise by the City Engineer. Commercial properties developing an area larger than 4,000 square feet of impervious area will be charged based on the number of ERU's (calculated to one-tenth of an ERU) times the charge for one ERU. Example, if a property has 10,000 square feet of impervious area  $10,000/4,000 = 2.5$  ERU's, times the rate per ERU.

### Monthly Residential and Commercial Rates

3. For monthly Storm Sewer rate purposes, each unit of a multi-family dwelling is considered a dwelling unit.
  - a. Residential..... \$2.50
  - b. Commercial Low Impact ..... \$2.50
  - c. Commercial Medium Impact ..... \$10.50
  - d. Commercial High Impact.....\$16.50
  - e. Late Fee ..... \$10.90

The rates and service charges shall be based on the service provided and relative contribution of surface and storm water runoff from a given parcel to the storm water control facilities. The average estimated percentage of impervious surfaces on the parcel, the land use classification, the total parcel acreage and/or measured impervious surface area will be used to determine the relative contribution of surface and storm water runoff from the parcel. For detailed analysis and definitions required for residential and commercial low, medium and high impact rate structures see Leavenworth Municipal Code section 13.90.050.

**50% Residential Rebate:** For those single family residential property owners that have addressed and provided run off mitigation for the 25-year storm event onsite; a 50% reduction in the Storm Sewer monthly rate is available. Property owner must apply to the City for review and rebate approval. Renewal is required once every five years. Rebate is limited to fees paid after January 1, 2015.

**Final or closing utility bill:** The City does not pro-rate utility bills. Accounts involving new owners, the pro-ration is between the previous owner and the new owner. In the event a previous balance is on the account, the City will make every effort to collect from the previous owner.

However, the new owner is ultimately responsible for the bill, as the utility account stays with the property. The City suggests contacting the title company used in the real estate transaction for further remedy. In a landlord-tenant situation the landlord is ultimately responsible for the utility bill.

# CEMETERY RATES, FEES AND CHARGES

## Lot Prices

	<u>Inside City</u>	<u>Cascade School District</u>	<u>Outside Cascade S.D.</u>
1. Adult Lots.....	\$650.00.....	\$700.00.....	\$1075.00
2. Youth/Infant Lots.....	\$375.00.....	\$425.00.....	\$475.00
3. 18" x 24" Cremains Lots.....	\$375.00.....	\$425.00.....	\$590.00

**\*Endowment Care, Vase, Vase Setting fee, & Temporary Markers are all included in the total sale price of the above listed lots.**

4. Niches			
a. First Row (top).....	\$400.00.....	\$440.00.....	\$1050.00
b. Second Row.....	\$375.00.....	\$415.00.....	\$900.00
c. Third Row.....	\$350.00.....	\$390.00.....	\$800.00
d. Fourth Row.....	\$325.00.....	\$365.00.....	\$750.00

**\*Endowment Care is included in the total sale price of the above listed lots.**

**\*The City will allow the burial of one (1) adult casket and one (1) cremain in each burial lot. The City will also allow the burial of two (2) urns per cremains lot.**

5. Companion or extended use, per Niche, Cremains, or burial lot.....	\$275.00
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## Opening and Closing Fees

	<u>Weekday</u>	<u>Saturday</u>
6. Adult/Youth lots.....	\$400.00.....	\$600.00
7. Infant lots.....	\$200.00.....	\$350.00
8. Cremains lots.....	\$175.00.....	\$350.00
9. Niches.....	\$125.00.....	\$300.00
10. Disinterment.....	\$650.00.....	\$800.00
11. Disinurnment (Ground).....	\$250.00.....	\$350.00
12. Disinurnment (Niche).....	\$125.00.....	\$200.00

**Stone Setting/Miscellaneous**

13. Single .....	\$85.00
14. Double - 12"x 36" .....	\$140.00
15. Single & Cremains - 12"x 24" .....	\$100.00
16. Infant & Cremains - 8"x 16" .....	\$85.00
17. Veterans Bronze Marker Setting.....	No Charge
18. Transfer of Ownership.....	\$15.00
19. Temporary Marker.....	\$25.00

**Payment of Lots**

A cemetery lot must be paid for in full before interment. The City will hold a cemetery lot for a purchaser upon receipt of a twenty percent (20%) down payment, provided the balance is paid within one (1) year. A service fee of \$15.00 shall be charged for the delayed payment.

**Repurchase of Lots**

In the event that the owner of a lot has been buried elsewhere and the lot is no longer needed, the City will repurchase the lot from the heir(s) at the original cost, minus a \$15.00 administrative fee. Certification of the owner's death is required prior to the repurchase by the heir(s).

# GARBAGE RATES, FEES AND CHARGES

## Residential (Weekdays pickup)

### 1. Scheduled Collections

- a. Residential (one 64 gallon tote container, once per week) ..... \$25.50 per month
- b. Low-income senior citizen (one 64 gal tote container, 1x per week).....\$11.55 per month
  - i. Qualifying low-income senior or disabled citizens receive a discount off the monthly minimum charge. To qualify for the discount, applicants must be 62 years of age or older or disabled, and must have a total household income of \$24,000 per year or less, and must fill out and return an application for rate discount, for review and approval by the City. The additional hardship low income senior or disabled rate (less than \$12,000 per year) is currently the same as low income senior or disabled.
- c. Additional 64 gal tote containers: ..... \$11.55 per month per 64 gal container
- d. Overloaded 64 gallon tote container ..... \$3.50 per occurrence
- e. Per extra can or bag (up to 35 gal each can or bag) per collection.. .....\$3.50

## Residential Recycling Rebate:

The City offers a \$5.00 per month rebate effective January 1, 2015 for those residential properties that have opted to participate in the Waste Management Residential Single Stream Recycling Program. Those wanting to participate in the rebate program must provide the City with proof of payment for the Waste Management Program. Reimbursements will be processed in January and July of each year starting with the first reimbursement process being available in July 2015 for January through June 2015 Services. July 2015 through December 2015 services may be reimbursed in January 2016.

## Commercial and Multifamily Residential (Weekdays pickup)

### 1. Scheduled Collections

- a. 64 gallon tote container: \$25.50 per month multiplied by the number of times per week that the garbage is collected. Multifamily residential complexes not using a 300 gal container will be charged the base garbage rate for each housing unit.
- b. 96 gallon tote container: \$38.20 per month multiplied by the number of times per week that the garbage is collected. Multifamily residential complexes not using a 300 gal container will be charged the base garbage rate for each housing unit.
- c. Overloaded 64 gallon tote container ..... \$3.50 per occurrence
- d. Overloaded 96 gallon tote container.....\$5.20 per occurrence
- e. 300 Gallon Containers: \$57.90 per month for each 300 gal (1.5 cubic yard) container, multiplied by the number of times per week that the container is emptied.
- f. Overloaded 300 gallon tote container ..... \$9.25 per occurrence

### 2. Non-scheduled or additional collection of garbage in proper containers:

- a. Per 64 gal tote container.....\$6.95
- b. Per 96 gal tote container.....\$10.40

- c. Per can or bag (up to 35 gal each can or bag) per collection.....\$3.50
- d. Per 300 gal container per collection.....\$28.95
- 3. 300 gallon Container Rental (for garbage) without caster wheels.... \$28.95 /container/ month  
300 gallon Container Rental (for garbage) with caster wheels..... \$40.55 /container/ month
- 4. Commercial Cardboard collection: All commercial accounts will be assessed a \$6.95 monthly fee for the service of cardboard collection.
  - a. Purchase option for cardboard metal dumpster (1.5 cu. yd.) container painted blue and stenciled with "CARBBOARD ONLY" text ..... \$173.70
  - b. Rental option for cardboard metal dumpster (1.5 cu. yd.) container painted blue and stenciled with "CARBBOARD ONLY" text..... \$28.95 per month
  - c. Special large quantity cardboard pick up requests (weekdays only)..... \$5.80 each time

**Commercial (Weekends pickup)**

- 1. Scheduled collections
  - a. 64 gallon tote container: ..... \$33.60 per month
    - i. Entitles user to a collection of one 64 gal container, multiplied by the number of times per weekend that the garbage is collected.
  - b. 96 gallon tote container: ..... \$50.35 per month
    - i. Entitles user to a collection of one 96 gal container, multiplied by the number of times per weekend that the garbage is collected.
  - c. 300 gallon container .....\$75.25 per month x number of times emptied on weekend.
- 2. Non-scheduled collection or additional collection of garbage in proper containers:
  - a. Per 64 gal tote container per collection .....\$9.25
  - b. Per 96 gal tote container per collection .....\$13.90
  - c. Per can or bag up to 35 gal per collection .....\$4.60
  - d. Per 300 gal container per collection .....\$37.05
- 3. 300 gallon Container Rental (for garbage) without caster wheels. ... \$28.95 /container/ month  
300 gallon Container Rental (for garbage) with caster wheels.... .... \$40.55 /container/ month

**Miscellaneous**

Dirty refuse totes or containers: Customers are responsible for keeping their City issued refuse totes and containers clean and sanitary. If you wish to have the City clean your existing tote or container, there is an additional fee:

- 64/96 gallon Tote Container Cleaning Fee .....\$22.70
- 300 gallon Container Cleaning Fee.....\$45.45

Damaged or lost totes or containers replacement fees:

- 64/96 gallon Tote Container Replacement Fee.....\$69.45

300 gallon Container Replacement Fee .....\$312.55

**Final or closing utility bill:** The City does not pro-rate utility bills. Accounts involving new owners, the pro-ration is between the previous owner and the new owner. In the event a previous balance is on the account, the City will make every effort to collect from the previous owner. However, the new owner is ultimately responsible for the bill, as the utility account stays with the property. The City suggests contacting the title company used in the real estate transaction for further remedy. In a landlord-tenant situation the landlord is ultimately responsible for the utility bill.

**Additional Charge For Pickup For Noncompliance:** In the event any owner or occupant of premises within the City permits garbage to accumulate thereon, and fails or refuses to deposit such garbage in suitable containers in accordance with the provisions of this resolution, or fails to place the same conveniently for loading, the City, at its discretion, may collect and remove such garbage, and in such case the entire expense of the collection and removal thereof, as determined by the City, shall be charged against such premises, and against the owner or occupant, in addition to the regular charge for collection and disposal of such garbage.

**FEES AND CHARGES  
FOR EQUIPMENT RENTAL, TRAFFIC CONTROL, WORK IN  
THE RIGHT OF WAY**

- 1. Traffic control signs ..... Deposit Required Rates Listed Below
- 2. Barricades with flashers ..... Deposit Required Rates Listed Below
- 3. Wooden barricades ..... Deposit Required Rates Listed Below
- 4. Traffic cones ..... Deposit Required Rates Listed Below
- 5. Crew labor cost..... \$50.00 per hour per employee
- 6. Overtime labor cost ..... \$75.00 per hour per employee
- 7. Heavy equipment (excluding operator) ..... \$100.00 per hour
- 8. Right-of-way permit (temporary limited road/sidewalk closures) .....\$100.00
- 9. Right-of-way permit (specific for construction work, underground utilities, etc) .....\$300.00
- 10. Utility Extension permit outside City Right-of-way .....\$300.00

Deposit Fees for Traffic Control Signs, Barricades (with or without flashers) and Traffic Cones:  
 Request for 1-5 signs/barricades/cones.....\$25.00  
 Request for 6 or more signs/barricades/cones .....\$75.00

All such chargeable use of City time and equipment is at the City’s discretion. There is a minimum 4-hour requirement for any requests of city owned and operated heavy equipment.

## POOL FEES

### Day-Use Fees

	PRSA resident	Non-PRSA resident
Under two (2) years of Age	No Fee	No Fee
General Admission (Two (2) years and up	\$3.25	\$5.25
Senior Citizen (all swims)*	\$2.25	\$4.25
Lap Swims (All ages)	\$3.25	\$5.25

### Season Passes

Family Pass	\$140.00	\$170.00
Individual Pass	\$80.00	\$100.00
Senior Pass	\$50.00	\$60.00

### Swim Lessons

Class lessons	\$ 30.00/per student	\$35.00/per student
Private Lessons .....		\$35 per hour, per student

### Kayaks

Individual Kayak Session.....\$5.00/per person

### Pool Rental (Must be outside regular pool hours)

Rental charge of \$65.00 plus \$15.00 per lifeguard, per hour. The number of lifeguards shall be determined by the pool manager or assistant pool manager.

\*Senior Citizen: age sixty-five (65) or older, proof of age required.

**Swim teams** required to provide required number of lifeguards or reimburse the City for lifeguard costs.

## LEAVENWORTH CIVIC CENTER RENTAL AND DEPOSIT FEES

### COMMERCIAL AND PRIVATE

			Minimum Cleaning Deposit	
			Daily	With Setup
LOCAL: Sunday – Thursday	\$650	\$1,000	\$300	\$500
LOCAL: Friday – Saturday	\$900	\$1,400	\$300	\$500
NON-LOCAL : Sunday - Thursday	\$800	\$1,250	\$300	\$500
NON-LOCAL: Friday – Saturday	\$1,050	\$1,500	\$300	\$500

### NON-PROFIT

			Minimum Cleaning Deposit	
			Daily	With Setup
LOCAL: Sunday – Thursday	\$400	\$720	\$300	\$500
LOCAL: Friday – Saturday	\$625	\$950	\$300	\$500
NON-LOCAL : Sunday - Thursday	\$600	\$1,000	\$300	\$500
NON-LOCAL: Friday – Saturday	\$800	\$1,250	\$300	\$500

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

## MISCELLANEOUS FEES AND CHARGES

### Dog Licenses

1. Spayed/Neutered .....\$10.00
2. Unaltered .....\$15.00
3. If paid after March 1<sup>st</sup> (Spayed/Neutered) (Includes \$10.00 penalty).....\$20.00
4. If paid after March 1<sup>st</sup> (Unaltered) (Includes \$15.00 penalty) .....\$30.00

NSF / EFT Fee .....\$45.00

Invoice Late Fee (except for utility billing and parking).....12% per Annum

### Copy and Transcription Services

Black and White Copies..... \$.15/page

Color Copies..... \$1.50/page

Cassette Tape, USB or CD Copy ..... \$10.00/each

The City reserves the right to outsource copying of materials and transcription of tapes. If materials are outsourced, the actual cost for copying and transcription billed to the City shall be the cost reimbursed to the City by the requestor.

### Fax Services

First page.....\$2.00

Additional page..... \$.50/each

### Hearing Examiner and related Legal, Specialized Study and Staff Services (For proceedings and appeals not covered in the Development Services Section of the Fee Schedule):

The appellant, applicant, and/or involved party shall reimburse the City for all costs billed to the City by the Hearing Examiner, staff time, and if utilized, for City legal counsel and/or specialized study services reasonably required by the appeal. Staff time involved shall be billed at \$50/hr.\*

\* Appeal fees do not apply for a first hearing on the record in a city initiated enforcement case.

### Consumer Price Index (CPI)

A general rule of the City's various contracts and agreements may include language for a CPI adjustment on an annual basis. The City will incorporate the use of the Seattle CPI-U for all Urban Consumers when incorporating such language.

### Rafting

Commercial Rafting Launch/Take Out Fee .....\$2.50 per passenger

Commercial Tubing Launch/Take Out Fee .....4% of Gross Receipts

**PARKING PERMITS, RESERVED PARKING RENTAL AND LOT FEES**

Permit parking for overnight parking in designated lots only are for a 24-hour period beginning at 9:00 a.m. Lot Fees for lots with no overnight parking have operating hours beginning at 7:00 a.m. and ending at 2:00 a.m. and shall apply to designated areas owned, leased, managed, or maintained by the City. The Chelan County Sheriff is authorized to issue citations for civil infractions for cars in violation of the City’s pay parking requirements. All cars parked in violation of the parking permits, lots fees and non-operating hours in designated lots are subject to towing and overtime parking fees as identified below.

**OVERNIGHT PARKING PERMITS**

- 1. RV/Trailer Overnight Parking Permit Festhalle Lot Only .....\$10.00  
a.(Permits issued at City Hall, vehicle must be removed from lot by 9:00 a.m.)
- 2. Permitted Overnight Passenger Vehicle Parking Lot Fee at the Festhalle Lot Only .....\$10.00  
a.(Permits issued at City Hall, vehicle must be removed from lot by 9:00 a.m.)

**RESERVED PARKING PERMITS**

- 3. Reserved Parking available at Festhalle Lot Only with Festhalle Rental per stall fee.....\$5.00

**LOT FEES**

- 4. Municipal Parking Lot Fee (per stall per hour P1 & P4) .....\$1.75
- 5. Municipal Parking Lot Fee (per stall per day P2 & P3).....\$5.00
- 6. Municipal Parking Lot Fee (per stall per day rate P1 & P4 (over 5 hours).....\$10.00
- 7. Municipal Parking Lot Fee for Buses during Holiday and Festival days .....\$30.00
- 8. Overtime Parking Fee subject to all lots and designated on street parking locations .....\$25.00
- 9. Additional Overtime Parking Fee if not paid within 30 days.....\$25.00
- 10. Additional Overtime Parking Fee if not paid within 60 days.....\$25.00
- 11. If the penalty imposed for any parking violation is not paid within sixty days of the date it was imposed, the penalty may be turned over to a collection agency for collection and may be subject to an additional surcharge imposed by the collection agency.

**OTHER PARKING REGULATIONS**

- 12. No fee is required for use of the two hour parking limitation in the Pool Parking Lot for any 24-hour period, vehicles parking for longer than the two hour parking limitation are subject to the Overtime Parking Fee’s listed above.
- 13. No fee is required for use of the thirty minute designated on street parking location for any 24-hour period, vehicles parking for longer than the thirty minute parking limitation are subject to the Overtime Parking Fee’s listed above.
- 14. No fee is required for use of the one hour designated parking stalls located in the City Hall parking lot for any 24-hour period, vehicles parking for longer than the one hour (60 minute) limitation are subject to the Overtime Parking Fee’s listed above.
- 15. No fee is required for Municipal Lot P4 between the hours of 5:00 PM – 3:00 AM the following day; each day Sunday through Thursday.
- 16. No RV Parking in City owned lots with exception to the Festhalle Lot. RV Parking is available at no charge in the Washington State Department of Transportation Lot with a 24-hour limit.
- 17. Holiday & Festival Day rates to be determined by the City Administration without notice.

**Other Licenses / Permits**

**Business Licenses:**

Number of Persons	
1 to 12 .....	\$115.00
13 and Over .....	\$300.00
Penalty within one month of city notification of delinquency.....	50 % of license fee
Penalty after one month of city notification of delinquency.....	100% of license fee
Peddler License (non-profits exempt).....	\$50.00
Transient Business.....	\$100.00
Temporary change of occupancy number.....	\$100.00

**Vehicle for Hire Licenses:**

Motorized vehicle for hire license initial application:	\$500.00
Any new business, part year after January 1 to June 30 .....	½ Rate
Penalty after July 31 but on or before August 31 .....	50 % of license fee
Penalty after August 31.....	100% of license fee

Licenses are renewed on or before July 1 of each year at a rate of \$75.00 per year, per vehicle.

**Non-motorized vehicle for hire license:**

	\$500.00
Any new business, part year after January 1 to June 30 .....	½ Rate
Penalty after July 31 but on or before August 31 .....	50 % of license fee
Penalty after August 31.....	100% of license fee

Licenses are renewed on or before July 1 of each year.

**Special Use Permits:**

Offering and/or selling of goods or services in public places and/or street license (year)....	\$50.00
Festival Fee per LMC 5.38.060.....	\$100.00
City Park Right-of-Way Square Footage Rate per Square Foot per month.....	40 cents
Sidewalk Right-of-Way Square Footage Rate per Square Foot per month.....	60 cents
Right-of Way Permit for Street Closure.....	\$100.00

Leasehold Excise Tax: Special Use Permits that exceed \$250, all necessary fees combined, are subject to the State Leasehold Excise Tax of 12.84% that will be added in addition to the fees of the Special Use Permit unless otherwise exempt under WAC 458-29A-400.

The City Council and/or City Administrator may reduce certain Special Use Permit fee’s upon request.

RESOLUTION NO. ~~11~~-2015

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A RESOLUTION OF THE CITY OF LEAVENWORTH, WASHINGTON,  
AMENDING RATES AND FEES.

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

**Section 1.** The rates, fees and charges as set forth on the attached Exhibit "A" which is incorporated herein, are hereby adopted by this reference and new charges, fees, and rates will be effective ~~January 1, 2016~~.

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**Section 2.** Resolution ~~2-2015~~ is hereby amended to be consistent with this resolution.

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**Section 3.** This resolution and any amendment thereto shall be published in summary form in the official newspaper of the City of Leavenworth.

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Passed by the City Council of the City of Leavenworth and approved by the Mayor in an open public meeting on the ~~8~~<sup>th</sup> day of ~~December~~, 2015.

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APPROVED:

\_\_\_\_\_  
Cheryl K. Farivar, Mayor

ATTEST:

\_\_\_\_\_  
Chantell R. Steiner, Finance Director/City Clerk

# CITY OF LEAVENWORTH FEE SCHEDULE

## Exhibit A

Each Department Head shall be granted the authority of interpretation of the portions of this resolution, which fall under the authority of their Department.

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## DEVELOPMENT SERVICES DEPARTMENT RATES, FEES, AND CHARGES

### GENERAL INFORMATION ON FEES

- A. Payment of the base fee for applications is required at the time of application submission. Payment of base fees for annexations, vacations, and other related activities, which do not require submittal of permit applications, are due prior to commencement of any staff work on the activity. Typically, this would be following submission of an initial letter of interest and/or petition. Payment of all fees will also be required regardless of approval/non-approval of the activity.
- i. Hourly fees are in addition to the underlying permit/action base fees.
  - ii. Hourly fees are typically billed on a monthly basis.
  - iii. Any billing more than 30 days overdue shall result in progress on the application ceasing and/or withholding of final approval/permit issuance.

B. Outsourcing:

The City may outsource work to agencies, firms, and individuals at its discretion for any type of permit related activities. The types of activities include, but are not limited to, the work of attorneys, planners, engineers, geotechnical experts, biologists, etc. Outsourcing *typically* occurs when a project has a component which requires review by persons with special expertise, the city must outsource based on staffing and/or workloads, or an applicant has requested and has been granted expedited review.

Outsourcing based on City Determination of Need:

If the City determines that work must be outsourced based on the need for specialized study, input from persons with expertise, or for other reasons; the City retains the authority to determine that this action is required, but will provide notification in either email or written format to the applicant of the action prior to authorizing the expenditure. The City is not required to receive an authorization from the applicant prior to authorizing to proceed, but simply to notify. The following shall apply:

The applicant shall be responsible for all consultant costs, any related staff time and a ten percent administrative fee for other City expenses involved in administering the work of the consultant.

If the City determines that work must be outsourced based on staffing levels, workload, or for other reasons (not including permit expedition requests), the consultant's work will be billed to the applicant at the same rate as City staff time. If the fee schedule indicates there is no hourly fee charged for a specific type of application, even if outsourced, hourly fees will not be charged.

*Please note that all other requirements of the City's fee schedule apply.*

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Outsourcing by Request of the Applicant:

An applicant may submit a written request to outsource a permit application (or portions thereof) for purposes of permit expedition or for other reasons. The City reserves the right to approve, approve with conditions, or deny outsourcing requests. If approved, the following shall apply:

The applicant shall be responsible for all consultant costs, any related staff time and a ten percent administrative fee for other City expenses involved in working with the consultant and the applicant.

*Please note that all other requirements of the City's fee schedule apply.*

- C. Any direct cost beyond \$550.00 or four (4) hours of the Hearing Examiner's work on a case shall be billed to and paid by the applicant. This shall be in addition to any other fees.
- D. Applications that require both City and County approval are still subject to the City's fees.
- E. All project types may not be listed here. If they are not, fees will be applied as determined by the Development Services Director.

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## **BUILDING PERMITS FEES**

The following fees are for review performed by the plans examiner, additional review by other staff and departments will be charged at \$50 per hour. Exception: single-family and multi-family structures, with four units or less, and commonly associated residential structures and permits, including, but not limited to, permits for decks, garages, outbuildings, fences, demolition, and earthwork, shall be exempt from hourly fees.

1. Building fee structure valuation shall be calculated utilizing the most current edition of the International Code Council Building Safety Journal Building Valuation Data (BVD) Table for Average Construction Costs per Square Foot. The permit fee shall then be calculated utilizing the 1997 Uniform Building Code Table 1-A with the following provisions:
  - a. If an applicant submits plans for two (2) or more identical buildings within the same project, within 180 days of each other, the plan review fee shall be calculated as a percentage of the building permit fee as shown in Table 1-A for each plan after the first one. The percentage reduction shall be determined at the discretion of the building official.
2. Plan review fees shall be calculated pursuant to the 1997 Uniform Building Code, Section 107.3 "Plan Review Fees".
3. Mechanical permit fees shall be calculated pursuant to the 1997 Edition of the Uniform Mechanical Code, Section 115, Table 1-A.
4. Plumbing permit fees shall be calculated pursuant to the 1997 Edition of the Uniform Plumbing Code, Section 103.4, Table 1-1.
5. Manufactured structure permit fee: Support systems including typical concrete elongated pads are factored in. Concrete foundations for modular structures and daylight basements are factored separately based on value:
  - a. Single unit .....\$300.00
  - b. Double unit: .....\$400.00
  - c. Triple unit: .....\$500.00
  - d. Each additional unit: .....\$75.00
6. Footing and Foundation Permit (allowed only at the discretion of the City):
  - a. Residential.....\$200.00
  - b. Commercial.....5% of the total estimated building and plan review permit fees

Note: This is an additional charge and shall not be deductible from future permit fees, and any adjustment based on the actual permit fee will be added at the time of permit issuance.
7. Work without a permit ..... Double the basic permit fee (excludes taxes, plan review, and other fees)
8. Modifications to reviewed plan..... One-half of value of modification (see No. 1 above, the valuation shall be determined utilizing one-half of the fair market value of the change, regardless if the change is higher or lower value than the original).
9. Demolition Permit .....\$100.00
10. Excavation, Grading, and Fill Permit (IBC Appendix J) .....\$150.00
11. Fence Permit.....\$50.00

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12. Inspections for which no fee is specifically indicated..... \$50/hr (min ½ hr)

**Fire Code:**

- 13. Liquid Petroleum Gas (LPG) and Fuel Tank installation (per tank).
  - a. 500 gallons or less.....\$150.00
  - b. 501 to 5000 gallons.....\$300.00
  - c. 5001 gallons or more.....\$450.00
- 14. Commercial kitchen hood fire suppression system.....\$100.00
- 15. Residential Fire sprinkler **plan review**.....\$75.00
- 16. Residential Fire sprinkler **inspections**.....\$75.00
- 17. Fire sprinkler system plan review for more than 10 heads.....\$150.00  
+ \$1.50 per device
- 18. Fire sprinkler system inspection for more than 10 heads.....\$150.00  
+ \$2.50 per device
- 19. Fire sprinkler system **plan review and inspections** 10 heads or less \$150.00 + \$1.50 per device.
- 20. Fire hydrants and mains plan review.....\$150.00
- 21. Fire hydrants and mains inspection.....\$75.00 per each hydrant or main
- 22. Commercial IFC application plan review \$150.00 per building application or \$75 if single component.
- 23. Commercial IFC component inspections.
  - High piled storage.....\$75.00
  - Tents and temporary membrane structures.....\$75.00
  - Fireworks stand.....\$100.00
  - Fireworks display.....\$100.00
  - Exhibitions (Miscellaneous).....\$75.00
- 24. Fire alarm & smoke detection system **plan review for more than 10 devices**,.....\$150.00  
+ \$1.50 per device
- 25. Fire alarm & smoke detection system **inspections for more than 10 devices**,.....\$150.00  
+ \$2.00 per device
- 26. **Fire alarm & smoke detection system plan review and inspections for 10 devices or less \$150 + \$1.50 per device**
- 27. Reinspection fee.....\$100.00

**Residential Misc.:**

- 28. Factory built wood/gas heating appliances, log lighters and inserts.....\$45.00
- 29. Masonry fire place including chimney.....\$45.00
- 30. LPG tanks and gas lines for heating and cooking appliances.....\$75.00
- 31. Roofing replacement permit including sheathing if necessary.....\$200.00

**Commercial Misc.:**

- 32. Commercial kitchen hood Type 1 or 2.....\$75.00
- 33. Building Permit for sign placement including review of all structural attachments and or foundation.....\$75.00
- 34. Roofing replacement permit including sheathing if necessary.....\$200.00
- 35. Factory built fireplace/heating appliances, log lighters wood or gas (per unit).....\$45.00
- 36. LPG gas lines for heating and cooking appliances.....\$45.00

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**LAND USE AND LEGISLATIVE PERMIT FEES**

Calculation of fees begins following the release of the pre-application meeting notes. If the pre-application meeting requirement has been waived by the Development Services Manager, fees will be calculated immediately upon receipt of the application/request. In addition to the base fee, a charge of \$50 per hour will be assessed for each hour of staff time for reviewing the project; however, 50% of the base fee will be credited toward the total dollar amount of the staff hours billed to the applicant. For example, if the base fee is \$800, \$400 worth of staff hours (8 hours) will be credited toward the total dollar amount of staff hours billed. Revisions to any permit will be billed at half the original submission fee and charged at the hourly rate..

State Environmental Policy Act Review

Fee

- 1. Environmental Impact Statement .....\$1,000.00
- 2. SEPA compliance for non-exempt activities not addressed herein .....\$350.00
- 3. Co-lead or assumption of lead status (for projects outside of the City’s jurisdiction) following assumption of lead or co-lead status..... \$50/hr
  - Recovery of all consultant costs, plus a ten percent administration fee for clerical work related to contract administration
- 4. Revisions to approved permits within this category ..... 50% of the Original Fee

Miscellaneous land use actions/permits

- 1. Parking Lot Permit (with SEPA).....\$350.00
- 2. Parking Lot Permit .....\$50.00
- 3. Conditional Use Permits.....\$1,650.00 (includes HE and SEPA)
- 4. Home Occupations, Group A ..... No Charge
- 5. Home Occupations, Group B .....\$100.00
- 6. Variances (Commercial)..... \$1,350.00 (includes HE)
- 7. Variances (Residential) ..... \$950.00 (includes HE)
- 8. Development Agreement .....\$1,800.00 (includes SEPA)
- 9. Floodplain Elevation Certificate .....\$200.00
- 10. Critical Areas Checklist .....\$100.00
- 11. Lighting Permit .....\$50.00
- 12. Administrative Deviation.....\$25.00
- 13. Administrative Interpretation which require written policy.....\$350.00
- 14. Revisions to approved permits within this category (as necessary) 50% of the Original Fee

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Subdivision permits

1. Short Subdivisions.....\$800.00 (or \$1,100 with SEPA), plus \$50.00 per lot
2. Major Subdivisions.....\$1,650.00 (includes HE and SEPA), plus \$50.00 per lot
3. Final Plat (Short or Major Subdivision).....\$100.00
4. Cluster Subdivision (Short).....  
..... \$400.00 (or \$550 with SEPA) (addition to SS), plus \$25.00 per lot
5. Cluster Subdivision (Major).....\$775.00 (addition to MS), plus \$25.00 per lot
6. Planned Development.....\$1,650.00 (includes HE and SEPA), plus \$50.00 per lot
7. Binding Site Plans .....\$1,100.00 (includes SEPA), plus \$50.00 per lot
8. Binding Site Plans (when within new building).....\$800.00, plus \$50 per lot
9. Plat Alteration.....\$1,650.00 (includes HE and SEPA), plus \$50.00 per lot
10. Boundary Line Adjustments .....\$300.00
11. Boundary Line Adjustments - Lot line elimination / consolidation ... ..\$150.00
12. Revisions to approved permits within this category ..... 50% of the Original Fee

\$50 per

Shoreline permits

1. Substantial Development Permit.....\$1,650.00 (includes HE and SEPA)
2. Shoreline Conditional Use Permit  
(in addition to the SDP fee) .....\$1,350.00 (includes HE and SEPA)
3. Shoreline Variance  
(in addition to the SDP fee).....\$1,350.00 (includes HE and SEPA)
4. Shoreline Exemption .....\$100.00
5. Revisions to approved permits within this category ..... 50% of the Original Fee

Legislative Action

1. Right-of-way vacation investigation .....\$100.00
  - Appraisal costs, legal fees, and cost of property will be due if approved for vacation
  - If multiple property owners initiate vacation activity the activity will be treated as a joint application with the cost split among property owners.
2. Annexation .....\$1,100.00 (includes SEPA)
  - Costs for annexation studies shall be fully reimbursed by the applicant
3. Developer reimbursement and collection agreements.....\$1,100.00 (includes SEPA)
  - Costs for consultant work shall be fully reimbursed by the applicant
4. Comprehensive Plan amendment/rezone

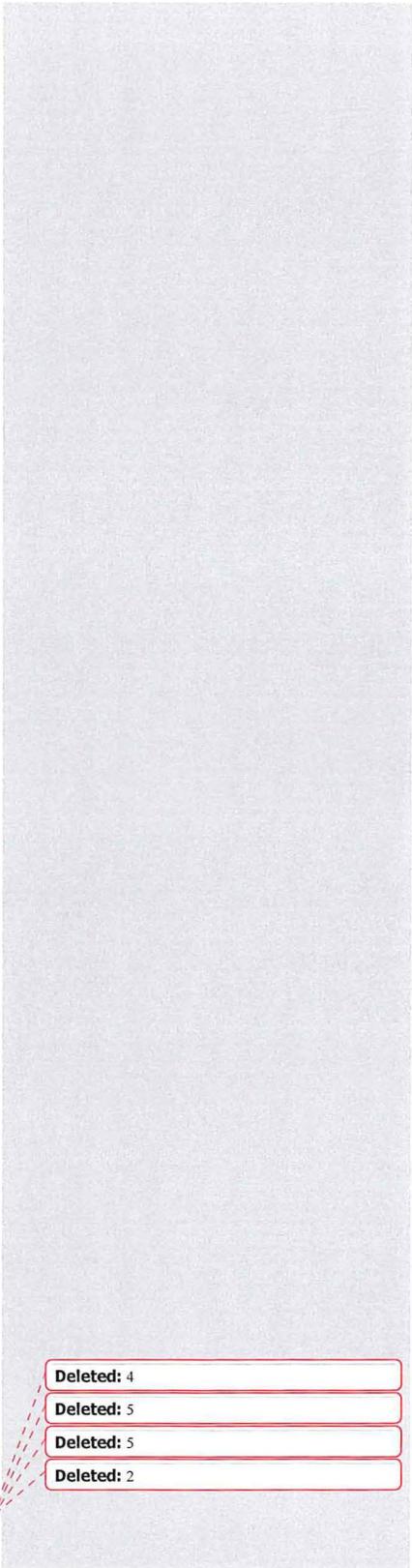
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- a. Phase 1 – Initial Application for Docket.....\$300.00
  - b. Phase 2 – If approved for docket, fee for next steps in approval process  
 .....\$800 (includes SEPA)
- (Note: Payment Phase 1 and 2 fees does not constitute approval of a proposed amendment)
- 5. LMC text amendment (includes zoning, subdivision, development regulations, etc.)  
 .....\$1,100.00 (includes SEPA)
  - 6. LMC text amendments (non-land use) .....\$600.00 (includes SEPA)
  - 7. Shoreline Master Program text amendment .....\$1,100.00 (includes SEPA)
  - 8. Shoreline Master Program environment designation amendment .....\$800.00
  - 9. Revisions to approved permits within this category ..... 50% of the Original Fee

Appeals to the Hearing Examiner:

- 1. Appeal .....\$500.00\*
- 2. Motion for Reconsideration.....\$100.00

\* Appeal fees do not apply for a first hearing on the record in a city initiated enforcement case.



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**PRE-APPLICATION MEETING FEES**

- A. Payment of the pre-application fee is required at the time of pre-application submittal.
- B. A pre-application meeting fee shall be charged for each of the permit types below. If multiple permits are sought, the fee shall be based on the highest single pre-application fee.
- C. The Development Services Director will determine which category of pre-application fee applies to each project.

*The City will perform a Courtesy Consultation Meeting prior to the required pre-application meeting at the request of the applicant. Items discussed at this meeting will be for information gathering purposes only. Attendance at a Courtesy Consultation Meeting does not eliminate the requirement to attend a pre-application meeting. Please note: the City will not provide notes from this meeting, but will provide a copy of the City's Fee Schedule to the applicant.*

**Pre-Application Meeting (s):**

Single-family Residential (including duplexes).....	No Charge
Boundary Line Adjustment.....	No Charge
Group A Home Occupation: .....	No Charge
Excavation, Grading and Filling:.....	No Charge
Parking Lot: .....	No Charge
Floodplain elevation/development:.....	No Charge
Work in a right-of-way.....	No Charge
Interpretation of Codes and Ordinances.....	No Charge
Shoreline Exemption .....	No Charge
Fence.....	No Charge
Sign and Design.....	No Charge
All others.....	No Charge

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**DESIGN REVIEW FEES**

- 1. Design review book
  - a. Refundable deposit..... \$100
  - b. Purchase .....\$100
  - c. CD: .....\$5

**Architectural Design:**

- 2. New design for, or changes to, a structure valued under \$5K.....\$100
- 3. New design for, or changes to, a structure valued \$5K - \$50K ..... \$150
- 4. New design for, or changes to, a structure valued \$50,001 + ..... \$200
- 5. Changes to building color, roofing, or murals (includes mural additions), or other individual elements - when no other improvements are proposed.....\$50
- 6. Submittal of revisions to a design approved in the prior 12 months..... \$100
- 7. Re-submittal of projects after being cited for non-compliance with original design approval.....\$175
- 8. Fence design, tables, chairs, umbrellas, or other similar elements when no other improvements are proposed.....\$25
- 9. Administrative Approval, change of design or of individual elements such as landscaping structures, lighting, fences or fence-type walls, garbage enclosures, walkways, plazas, or similar structures when they are not proposed in conjunction with a larger project or that would require design review board review.....\$25

**Sign:**

- 10. Sign - first sign: .....\$75
- 11. Each additional sign (applied for at the same time) .....\$35
- 12. Sign permit revision.....\$25

**Miscellaneous:**

Any time an application requires a second meeting by the Design Review Board due to actions of the applicant, including withdrawal, requesting continuance, design changes, or non-attendance, payment shall be made prior to further review by the Design Review Board in the amount of  
 ..... ½ of original application fee

Any time an application requires more than two meetings by the Board in order to review changes, whether proposed by the applicant or requested by the Design Review Board, payment shall be made prior to further review by the Board in the amount of  
 .....\$50

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## WATER RATES, FEES AND CHARGES

The charges that each property owner shall pay to the City for access to the City main shall include a system buy-in charge, a charge to cover the cost of labor, equipment, and materials to install the meter, a Utility Reimbursement Agreement charge if applicable to the property location, and a surcharge for customers located outside City limits.

Monthly fees include a base rate and 7,500 gallons of water. Use above 7,500 gallons per month is subject to an overage charge.

**Charges to be paid by new customers to receive service (applicable to all customer classes):**

1. System Development Charge (SDC) for Residential and Commercial:

Meter Size based on ERU

5/8" or 3/4" (1.0 ERU).....	\$3,898.80
1" (1.7 ERU).....	\$6,510.75
1 1/2" (3.3 ERU).....	\$12,983.30
2" (5.3 ERU).....	\$20,780.90
3" (11.7 ERU).....	\$45,498.80
4" (20 ERU).....	\$77,976.15
6" (41.7 ERU).....	\$162,424.80

2. Meter charge (not including installation)

Meter Size

3/4" .....	\$ 550.00
1" .....	\$ 700.00
1 1/2" .....	\$ 1,000.00
2" .....	\$ 1,500.00
3" .....	\$ 2,840.00
4" .....	\$ 5,530.00
6" .....	\$ 8,625.00

3. Water service connection charges

- a. Labor, Equipment, Patching and Administrative charges ..... \$1,172.30
- b. Titus Road Connection Charge ..... \$225.00

**Note: Beginning at north property line of lot 2, SS 3264 to north end of Aldea Village**

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4. Utility Reimbursement Agreements

- a) Leavenworth 24, LLC Utility Reimbursement Agreement (URA) (see Leavenworth 24, LLC agreement), this flat fee includes the 10% administrative fee as defined in the URA:

For each water service hookup (1.0 ERU) .....\$2,781.27

- b) DNR, LLC Utility Reimbursement Agreement (URA) (see DNR, LLC agreement for flat fee as identified for various parcels, this flat fee includes the 10% administrative fee as defined in the URA.)
- c) Cascade Medical Center (CMC) Utility Reimbursement Agreement (URA) (see CMC agreement for flat fee as identified for various parcels, this flat fee includes the 10% administrative fee as defined in the URA.)

5. Irrigation meter - An irrigation meter fee is the same as a meter charge. No additional buy-in fee will be charged if the property already has a meter, and the irrigation represents no increase in water use based on billing data.

6. Upon receipt of proof of payment (canceled check), a credit equal to the cost of construction of water main line extension dedicated to the City will be reduced from the "System Development Charge" not to exceed the value of one ERU. This credit shall be applied to subdivisions which create two to four lots.

**Residential Water Rates**

7. The monthly minimum residential charge includes an allowance of 7,500 gallons per month per meter. Qualifying low-income senior and disabled citizens receive a discount off the monthly minimum residential charge. To qualify for the discount, applicants must be 62 years of age or older or disabled, and must have a total household income of \$24,000 per year or less. To qualify for the additional hardship low income senior or disabled discount, you must have an income of \$12,000 or less per year with no other assets, to apply for either discount, applicants must fill out and return an application for a utility discount, for review and approval by the City.

a. Inside city limits

i.	¾"meter.....	<del>\$59.24</del>
ii.	Qualified low income seniors or disabled.....	<del>\$29.01</del>
iii.	Additional hardship low income seniors or disabled.....	<del>\$15.11</del>
iv.	1" meter.....	<del>\$61.77</del>
v.	1 ½" meter.....	<del>\$74.39</del>

b. Outside city limits (rates are 25% higher than inside city rates)

i.	¾"meter.....	<del>\$74.05</del>
ii.	Qualified low income senior or disabled .....	<del>\$36.26</del>
iii.	Additional hardship low income seniors or disabled.....	<del>\$18.88</del>
iv.	1" meter.....	<del>\$77.21</del>
v.	1 ½" meter.....	<del>\$92.98</del>

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c. Overage: For water use above the allotted 7,500 gallons per month, the following rates shall apply:

- i. 0 - 7,500 ..... \$0.00 per 1,000 gallons
- ii. 7,501 – 15,000.....\$0.85 per 1,000 gallons
- iii. 15,001 – 25000.....\$1.86 per 1,000 gallons
- iv. Above 25,000.....\$2.31 per 1,000 gallons

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**Commercial Water Rates**

8. The monthly minimum commercial charge includes an allowance of 7,500 gallons per month per meter.

a. Inside city limits - monthly minimum charge per meter:

- i. ¾" meter.....\$59.24
- ii. 1" meter .....\$61.77
- iii. 1 ½" meter .....\$74.39
- iv. 2" meter .....\$76.92
- v. 3" meter .....\$228.16
- vi. 2" x 6" fire service meter .....\$369.42

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b. Outside city limits (rates are 25% higher than inside city rates):

- i. ¾" meter .....\$74.05
- ii. 1" meter.....\$77.21
- iii. 1 ½" meter .....\$92.98
- iv. 2" meter.....\$96.15
- v. 3" meter .....\$285.20
- vi. 2" x 6" fire service meter .....\$461.78

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c. Commercial overage: For water use in the commercial zone above the allotted 7,500 gallons per month, the following rates shall apply to commercial users:

- i. Inside City commercial:.....\$1.55 1,000 gallons
- ii. Outside City commercial:.....\$1.94 1,000 gallons

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**Miscellaneous fees**

- 9. Fire hydrant use fee..... \$3.30 per 1000 gallons / minimum charge of \$10.00 per day
- 10. Fire hydrant meter installation/removal charge.....\$54.60
- 11. Fire hydrant installation charge ..... \$343.90 inspection and buy in
- 12. Fire flow installation charge ..... \$334.20(\$212.20 buy-in, \$122.00 inspection)
- 13. Seasonal turn on/off charge
  - a. In City: .....\$10.90 each trip
  - b. Outside City: .....\$16.40 each trip
- 14. Late fee.....\$10.90
- 15. Late payment turn on fee .....\$27.30 (\$54.60 for after hours turn on)
- 16. Charge to remove / reinstall meter..... \$27.30 removal or reinstallation
- 17. Installed, with a meter and no consumption
  - a. In City: .....\$17.82
  - b. Outside City: .....\$22.28

**Final or closing utility bill:** The City does not pro-rate utility bills. Accounts involving new owners, the pro-ration is between the previous owner and the new owner. In the event a previous balance is on the account, the City will make every effort to collect from the previous owner. However, the new owner is ultimately responsible for the bill, as the utility account stays with the property. The City suggests contacting the title company used in the real estate transaction for further remedy. In a landlord-tenant situation the landlord is ultimately responsible for the utility bill.

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## SANITARY SEWER RATES, FEES AND CHARGES

The charges that each property owner shall pay to the City for access to the City main shall include a system buy-in charge, a Utility Reimbursement Agreement charge if applicable to the property location, and a charge to cover the cost of labor, equipment, and materials to hook-up.

**Charges to be paid by new customers to receive service (applicable to all customer classes):**

1. System Development Charge (SDC):
  - a. Residential: For the purposes of calculating the sewer SDC the definition of an ERU is one residential dwelling unit at 175 gallons per day.
  - b. Multifamily: Dwelling units in multifamily residential structures are assigned an ERU value of less than one to reflect the fewer number of occupants typically residing in each unit, and an assumed proportionate resulting reduction in wastewater production (1990 US Census Report and 1996 Comprehensive Plan).
  - c. Motels, Restaurants, Bars: ERU's are based on the number of motel rooms and the number of seats respectively as defined in the Washington State Department of Ecology *Criteria for Sewage Works Design*.
  - d. Other Commercial: For other types of non-residential sewer connections, each equivalent 3/4 inch water meter is considered one ERU using American Water Works Association defined meter capacity to determine the factor for the number of ERU's for each non-residential meter size above 3/4 inch. In no case shall less than 1 ERU be assigned to any proposed connection.
  - e. Summary: Based on the above figures, the following charges shall apply:

Restaurant Category 1 – Take Out / Ice Cream shop / Yogurt shop (no dishwasher, no fryer, no public restrooms less than 400 sq. ft.) (1.0 ERU).....\$2,620.40

For Category 1 - Additional square foot areas beyond 400 sq. ft. are calculated at \$6.55/sq. ft.

Restaurant Category 2 – Average Size (If two of the three following criteria apply: dishwasher required, fryer, public restrooms required then restaurant is considered a Category 2) (Up to 1,000 sq. ft. including kitchen, dining area and restrooms) (4.0 ERU) .....\$10,481.70

Bakery (retail) - (Up to 1,000 sq. ft. including kitchen, dining area and restrooms) (4.0 ERU) .....\$10,481.70

For Category 2 and Bakeries – For additional areas in excess of 1,000 sq. ft. which includes the kitchen and restrooms square footage; the additional square foot areas are calculated at \$6.55/sq. ft.

Bars - (yes-dishwasher, no food /no fryer, yes-public restrooms) (Up to 1,000 sq. ft. including seating area and restrooms) (1.17 ERU) .....\$3,065.90

For Bars larger than 1,000 sq. ft as described above - Additional square foot areas are calculated at \$6.55/sq. ft.

Motel (.5 ERU/Room).....\$1,310.15/RM

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Over 4 Units (.54 ERU/DU).....	\$1,414.20/DU
5/8" or 3/4" (1.0 ERU, includes single, duplex, 3-plex, 4-plex).....	\$2,620.45
1" (1.7 ERU).....	\$4,376.20
1 1/2" (3.3 ERU).....	\$8,725.90
2" (5.3 ERU).....	\$13,966.75
3" (11.7 ERU).....	\$30,580.45
4" (20 ERU).....	\$52,408.45
6" (41.7 ERU).....	\$109,166.60

f. Special conditions: For special conditions the city will determine the SDC based on either the ERU table, on estimated wastewater flow, or on a combination of both methods at the city's sole discretion. Flow will be based on either estimated peak day flow or maximum month average day flow at the sole discretion of the city. Special conditions include the following:

- i. Structures with more than one of the occupancy types listed above.
- ii. As determined by the city upon review of an applicant's administrative appeal.
- iii. As determined by the city upon its sole judgment that the specifics of the proposed occupancy and/or its characteristics warrant special determination of the SDC.

g. Administrative Appeal: An applicant for sewer connection may appeal the SDC determination to the Mayor or City Administrator within thirty (30) working days of receiving the initial SDC determination from the City. The decision of the Mayor or City Administrator shall be provided within thirty (30) working days of the appeal and shall serve as the final SDC determination.

h. Change of Occupancy Type: If, in the sole judgment of the city, a proposed change in occupancy type for an existing structure already connected to the sewer system will substantially increase the amount or character of wastewater flow over that for the previous occupancy, and the SDC for the proposed occupancy would result in a greater SDC than for the previous occupancy, and the change of occupancy requires a building permit, then the use of the structure for the proposed occupancy type shall be contingent upon payment to the city of an SDC determined in accordance with this resolution. The additional SDC charge shall be added to any city permit fees or charges applicable to the proposed occupancy.

i. Inspection, patching and administrative charge.....\$694.90

ii. Titus Road Connection Charge.....\$225.00

Note: Beginning at north property line of lot 2, SS 3264 to north end of Aldea Village

iii. City/Clennon Utility Reimbursement Agreement(URA) (see Clennon agreement, Exhibit A)

Full .....\$5,469.41

Half.....\$2,734.70

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i. Upon receipt of proof of payment (canceled check), a credit equal to the cost of construction of sanitary sewer main line extension dedicated to the City will be reduced from the "System Development Charge" not to exceed the value of one ERU. This credit shall be applied to subdivisions which create two to four lots.

**Residential Monthly Rates**

2. For monthly sewer rate purposes, each unit of a multi-family dwelling is considered a dwelling unit. Qualifying low-income senior and disabled citizens receive a discount off the monthly minimum residential charge. To qualify for the discount, applicants must be 62 years of age or older or disabled, and must have a total household income of \$24,000 per year or less. To qualify for the additional hardship low income senior or disabled discount, you must have an income of \$12,000 or less per year with no other assets, to apply for either discount applicants must fill out and return an application for a utility discount, for review and approval by the City.

- a. Residential Customers:.....\$55.64 per dwelling unit
- b. Low-income senior or disabled citizen.....\$31.25 per dwelling unit
- c. Additional hardship low income senior or disabled.....\$11.60 per dwelling unit
- d. Outside of City limits:.....twenty-five percent (25%) surcharge on the above rates.

**Commercial Monthly Rates**

3. Base rate: Monthly charge of \$55.64 per Equivalent Residential Unit (ERU) of water used, with a minimum charge of one ERU per month. Water use shall be based on the average monthly water use between October 1 of the previous year and September 30 of the current year. One ERU is equivalent to 7,500 gallons of water use.

4. Food Service Surcharge: An additional surcharge will be assessed to food service establishments with grease fryers to account for the loading of the sewer plant associated with grease. The surcharge shall be fifty percent (50%) of the base rate as calculated above. Food service establishments without an individual water meter (a shared meter) shall be based on a calculation of one ERU per 5 seats or fifty percent (50%) of the total water use associated with the shared meter, as decided by the building owner.

5. School District: Monthly charge of \$55.64 per Equivalent Residential Unit (ERU) of water used, excluding irrigation meters and water use in June, July, and August associated with watering ball fields.

6. City Pool: During the months of January through May and October through December when the pool is not in use there will be no sewer rate applied. For the months of June through September, the pool rate charged will be equivalent to 10% of the monthly charge of \$55.64 (Residential Customer Charge) per Equivalent Residential Unit (ERU) of water used will apply. Water use shall be based on the average monthly water use between October 1 of the previous year and September 30 of the current year. One ERU is equivalent to 7,500 gallons of water use.

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**Miscellaneous fees**

7. Late Fee.....\$10.90

8. Non-Compliance Fee: Food Service Establishments without grease traps per month..\$200.00

~~(Non-Compliance Fee will be effective starting on July 1, 2016)~~

**Final or closing utility bill:** The City does not pro-rate utility bills. Accounts involving new owners, the pro-ration is between the previous owner and the new owner. In the event a previous balance is on the account, the City will make every effort to collect from the previous owner. However, the new owner is ultimately responsible for the bill, as the utility account stays with the property. The City suggests contacting the title company used in the real estate transaction for further remedy. In a landlord-tenant situation the landlord is ultimately responsible for the utility bill.

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## STORM SEWER FEES, RATES AND CHARGES

The charges that each property owner shall pay to the City for Storm Sewer access to the City main shall include a system buy-in charge, and a charge to cover the cost of labor, equipment, and materials to hook-up.

### Charges to be paid by new customers to receive service (applicable to all customer classes):

1. System Development Charge for Residential & Commercial: (Per ERU) ..... \$1,034.40
2. Street patching and Inspection .....\$477.40

For System Development Charges, one ERU equates to 4,000 square feet of impervious area. Residential lots developed will be charged as one ERU, unless determined otherwise by the City Engineer. Commercial properties developing an area larger than 4,000 square feet of impervious area will be charged based on the number of ERU's (calculated to one-tenth of an ERU) times the charge for one ERU. Example, if a property has 10,000 square feet of impervious area  $10,000/4,000 = 2.5$  ERU's, times the rate per ERU.

### Monthly Residential and Commercial Rates

3. For monthly Storm Sewer rate purposes, each unit of a multi-family dwelling is considered a dwelling unit.
  - a. Residential..... \$2.50
  - b. Commercial Low Impact ..... \$2.50
  - c. Commercial Medium Impact ..... \$10.50
  - d. Commercial High Impact.....\$16.50
  - e. Late Fee ..... \$10.90

The rates and service charges shall be based on the service provided and relative contribution of surface and storm water runoff from a given parcel to the storm water control facilities. The average estimated percentage of impervious surfaces on the parcel, the land use classification, the total parcel acreage and/or measured impervious surface area will be used to determine the relative contribution of surface and storm water runoff from the parcel. For detailed analysis and definitions required for residential and commercial low, medium and high impact rate structures see Leavenworth Municipal Code section 13.90.050.

**50% Residential Rebate:** For those single family residential property owners that have addressed and provided run off mitigation for the 25-year storm event onsite; a 50% reduction in the Storm Sewer monthly rate is available. Property owner must apply to the City for review and rebate approval. Renewal is required once every five years. Rebate is limited to fees paid after January 1, 2015.

**Final or closing utility bill:** The City does not pro-rate utility bills. Accounts involving new owners, the pro-ration is between the previous owner and the new owner. In the event a previous balance is on the account, the City will make every effort to collect from the previous owner.

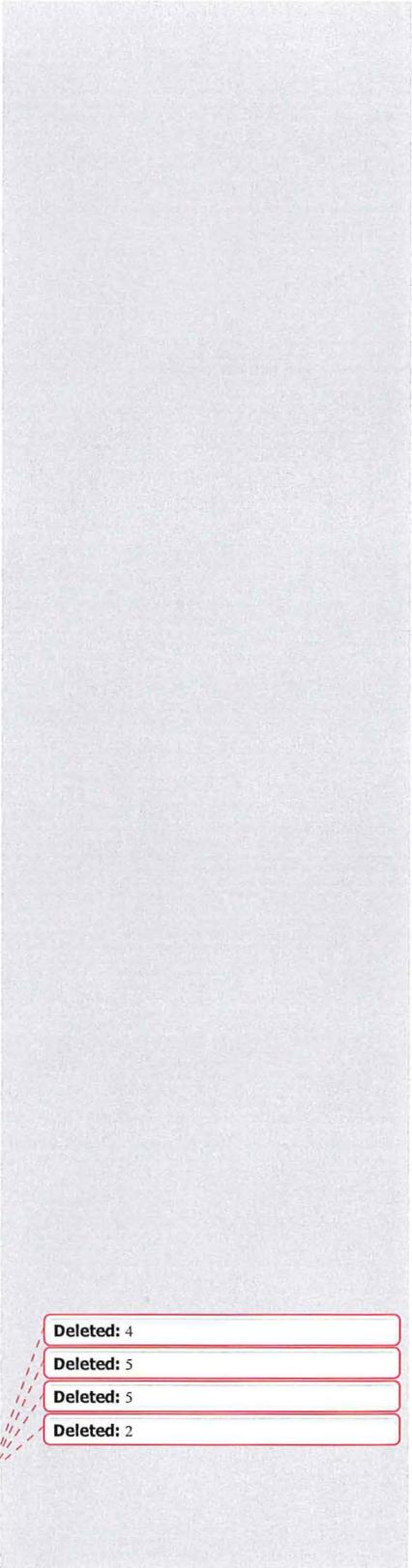
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However, the new owner is ultimately responsible for the bill, as the utility account stays with the property. The City suggests contacting the title company used in the real estate transaction for further remedy. In a landlord-tenant situation the landlord is ultimately responsible for the utility bill.



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## CEMETERY RATES, FEES AND CHARGES

### Lot Prices

	<u>Inside City</u>	<u>Cascade School District</u>	<u>Outside Cascade S.D.</u>
1. Adult Lots.....	\$650.00.....	\$700.00.....	\$1075.00
2. Youth/Infant Lots.....	\$375.00.....	\$425.00.....	\$475.00
3. 18" x 24" Cremains Lots.....	\$375.00.....	\$425.00.....	\$590.00

**\*Endowment Care, Vase, Vase Setting fee, & Temporary Markers are all included in the total sale price of the above listed lots.**

4. Niches			
a. First Row (top).....	\$400.00.....	\$440.00.....	\$1050.00
b. Second Row.....	\$375.00.....	\$415.00.....	\$900.00
c. Third Row.....	\$350.00.....	\$390.00.....	\$800.00
d. Fourth Row.....	\$325.00.....	\$365.00.....	\$750.00

**\*Endowment Care is included in the total sale price of the above listed lots.**

**\*The City will allow the burial of one (1) adult casket and one (1) cremain in each burial lot. The City will also allow the burial of two (2) urns per cremains lot.**

5. Companion or extended use, per Niche, Cremains, or burial lot.....	\$275.00
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### Opening and Closing Fees

	<u>Weekday</u>	<u>Saturday</u>
6. Adult/Youth lots.....	\$400.00.....	\$600.00
7. Infant lots.....	\$200.00.....	\$350.00
8. Cremains lots.....	\$175.00.....	\$350.00
9. Niches.....	\$125.00.....	\$300.00
10. Disinterment.....	\$650.00.....	\$800.00
11. Disinurnment (Ground).....	\$250.00.....	\$350.00
12. Disinurnment (Niche).....	\$125.00.....	\$200.00

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**Stone Setting/Miscellaneous**

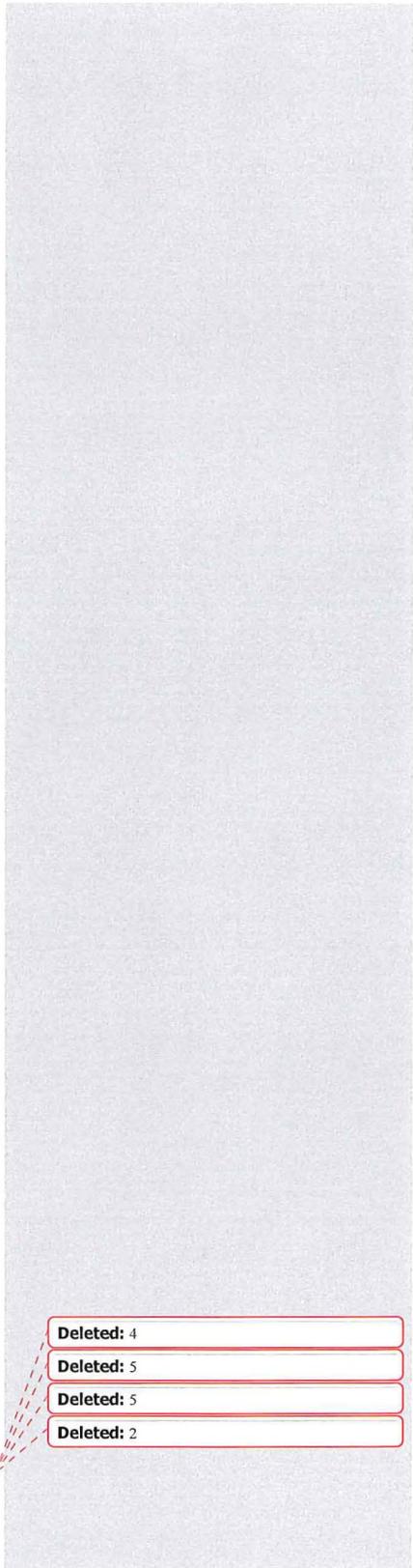
13. Single .....	\$85.00
14. Double - 12"x 36" .....	\$140.00
15. Single & Cremains - 12"x 24" .....	\$100.00
16. Infant & Cremains - 8"x 16" .....	\$85.00
17. Veterans Bronze Marker Setting.....	No Charge
18. Transfer of Ownership.....	\$15.00
19. Temporary Marker.....	\$25.00

**Payment of Lots**

A cemetery lot must be paid for in full before interment. The City will hold a cemetery lot for a purchaser upon receipt of a twenty percent (20%) down payment, provided the balance is paid within one (1) year. A service fee of \$15.00 shall be charged for the delayed payment.

**Repurchase of Lots**

In the event that the owner of a lot has been buried elsewhere and the lot is no longer needed, the City will repurchase the lot from the heir(s) at the original cost, minus a \$15.00 administrative fee. Certification of the owner's death is required prior to the repurchase by the heir(s).



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## GARBAGE RATES, FEES AND CHARGES

### Residential (Weekdays pickup)

#### 1. Scheduled Collections

- a. Residential (one 64 gallon tote container, once per week) ..... \$25.50 per month
- b. Low-income senior citizen (one 64 gal tote container, 1x per week).....\$11.55 per month
  - i. Qualifying low-income senior or disabled citizens receive a discount off the monthly minimum charge. To qualify for the discount, applicants must be 62 years of age or older or disabled, and must have a total household income of \$24,000 per year or less, and must fill out and return an application for rate discount, for review and approval by the City. The additional hardship low income senior or disabled rate (less than \$12,000 per year) is currently the same as low income senior or disabled.
- c. Additional 64 gal tote containers: ..... \$11.55 per month per 64 gal container
- d. Overloaded 64 gallon tote container .....\$3.50 per occurrence
- e. Per extra can or bag (up to 35 gal each can or bag) per collection.. .....\$3.50

### Residential Recycling Rebate:

The City offers a \$5.00 per month rebate effective January 1, 2015 for those residential properties that have opted to participate in the Waste Management Residential Single Stream Recycling Program. Those wanting to participate in the rebate program must provide the City with proof of payment for the Waste Management Program. Reimbursements will be processed in January and July of each year starting with the first reimbursement process being available in July 2015 for January through June 2015 Services. July 2015 through December 2015 services may be reimbursed in January 2016.

### Commercial and Multifamily Residential (Weekdays pickup)

#### 1. Scheduled Collections

- a. 64 gallon tote container: \$25.50 per month multiplied by the number of times per week that the garbage is collected. Multifamily residential complexes not using a 300 gal container will be charged the base garbage rate for each housing unit.
- b. 96 gallon tote container: \$38.20 per month multiplied by the number of times per week that the garbage is collected. Multifamily residential complexes not using a 300 gal container will be charged the base garbage rate for each housing unit.
- c. Overloaded 64 gallon tote container .....\$3.50 per occurrence
- d. Overloaded 96 gallon tote container.....\$5.20 per occurrence
- e. 300 Gallon Containers: \$57.90 per month for each 300 gal (1.5 cubic yard) container, multiplied by the number of times per week that the container is emptied.
- f. Overloaded 300 gallon tote container .....\$9.25 per occurrence

#### 2. Non-scheduled or additional collection of garbage in proper containers:

- a. Per 64 gal tote container.....\$6.95
- b. Per 96 gal tote container.....\$10.40

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- c. Per can or bag (up to 35 gal each can or bag) per collection.....\$3.50
- d. Per 300 gal container per collection.....\$28.95
- 3. 300 gallon Container Rental (for garbage) without caster wheels..... \$28.95 /container/ month
- 300 gallon Container Rental (for garbage) with caster wheels..... \$40.55 /container/ month
- 4. Commercial Cardboard collection: All commercial accounts will be assessed a \$6.95 monthly fee for the service of cardboard collection.
  - a. Purchase option for cardboard metal dumpster (1.5 cu. yd.) container painted blue and stenciled with "CARBBOARD ONLY" text..... \$173.70
  - b. Rental option for cardboard metal dumpster (1.5 cu. yd.) container painted blue and stenciled with "CARBBOARD ONLY" text..... \$28.95 per month
  - c. Special large quantity cardboard pick up requests (weekdays only)..... \$5.80 each time

**Commercial (Weekends pickup)**

- 1. Scheduled collections
  - a. 64 gallon tote container: ..... \$33.60 per month
    - i. Entitles user to a collection of one 64 gal container, multiplied by the number of times per weekend that the garbage is collected.
  - b. 96 gallon tote container: ..... \$50.35 per month
    - i. Entitles user to a collection of one 96 gal container, multiplied by the number of times per weekend that the garbage is collected.
  - c. 300 gallon container .....\$75.25 per month x number of times emptied on weekend.
- 2. Non-scheduled collection or additional collection of garbage in proper containers:
  - a. Per 64 gal tote container per collection .....\$9.25
  - b. Per 96 gal tote container per collection .....\$13.90
  - c. Per can or bag up to 35 gal per collection .....\$4.60
  - d. Per 300 gal container per collection .....\$37.05
- 3. 300 gallon Container Rental (for garbage) without caster wheels. .... \$28.95 /container/ month
- 300 gallon Container Rental (for garbage) with caster wheels.... .... \$40.55 /container/ month

**Miscellaneous**

Dirty refuse totes or containers: Customers are responsible for keeping their City issued refuse totes and containers clean and sanitary. If you wish to have the City clean your existing tote or container, there is an additional fee:

- 64/96 gallon Tote Container Cleaning Fee .....\$22.70
- 300 gallon Container Cleaning Fee.....\$45.45

Damaged or lost totes or containers replacement fees:

- 64/96 gallon Tote Container Replacement Fee.....\$69.45

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300 gallon Container Replacement Fee .....\$312.55

**Final or closing utility bill:** The City does not pro-rate utility bills. Accounts involving new owners, the pro-ration is between the previous owner and the new owner. In the event a previous balance is on the account, the City will make every effort to collect from the previous owner. However, the new owner is ultimately responsible for the bill, as the utility account stays with the property. The City suggests contacting the title company used in the real estate transaction for further remedy. In a landlord-tenant situation the landlord is ultimately responsible for the utility bill.

**Additional Charge For Pickup For Noncompliance:** In the event any owner or occupant of premises within the City permits garbage to accumulate thereon, and fails or refuses to deposit such garbage in suitable containers in accordance with the provisions of this resolution, or fails to place the same conveniently for loading, the City, at its discretion, may collect and remove such garbage, and in such case the entire expense of the collection and removal thereof, as determined by the City, shall be charged against such premises, and against the owner or occupant, in addition to the regular charge for collection and disposal of such garbage.

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**FEES AND CHARGES  
FOR EQUIPMENT RENTAL, TRAFFIC CONTROL, WORK IN  
THE RIGHT OF WAY**

1. Traffic control signs ..... Deposit Required Rates Listed Below
2. Barricades with flashers ..... Deposit Required Rates Listed Below
3. Wooden barricades ..... Deposit Required Rates Listed Below
4. Traffic cones ..... Deposit Required Rates Listed Below
5. Crew labor cost..... \$50.00 per hour per employee
6. Overtime labor cost ..... \$75.00 per hour per employee
7. Heavy equipment (excluding operator)..... \$100.00 per hour
8. Right-of-way permit (temporary limited road/sidewalk closures).....\$100.00
9. Right-of-way permit (specific for construction work, underground utilities, etc) .....\$300.00
10. Utility Extension permit outside City Right-of-way .....\$300.00

Deposit Fees for Traffic Control Signs, Barricades (with or without flashers) and Traffic Cones:  
 Request for 1-5 signs/barricades/cones.....\$25.00  
 Request for 6 or more signs/barricades/cones .....\$75.00

All such chargeable use of City time and equipment is at the City's discretion. There is a minimum 4-hour requirement for any requests of city owned and operated heavy equipment.

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## POOL FEES

### Day-Use Fees

	PRSA resident	Non-PRSA resident
Under two (2) years of Age	No Fee	No Fee
General Admission (Two (2) years and up	\$3.25	\$5.25
Senior Citizen (all swims)*	\$2.25	\$4.25
Lap Swims (All ages)	\$3.25	\$5.25

### Season Passes

Family Pass	\$140.00	\$170.00
Individual Pass	\$80.00	\$100.00
Senior Pass	\$50.00	\$60.00

### Swim Lessons

Class lessons	\$ 30.00/per student	\$35.00/per student
Private Lessons .....		\$35 per hour, per student

### Kayaks

Individual Kayak Session.....\$5.00/per person

### Pool Rental (Must be outside regular pool hours)

Rental charge of \$65.00 plus \$15.00 per lifeguard, per hour. The number of lifeguards shall be determined by the pool manager or assistant pool manager.

\*Senior Citizen: age sixty-five (65) or older, proof of age required.

**Swim teams** required to provide required number of lifeguards or reimburse the City for lifeguard costs.

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## LEAVENWORTH CIVIC CENTER RENTAL AND DEPOSIT FEES

### COMMERCIAL AND PRIVATE

	Daily	With Setup	Minimum Cleaning Deposit	
			No Alcohol	With Alcohol
LOCAL: Sunday – Thursday	\$650	\$1,000	\$300	\$500
LOCAL: Friday – Saturday	\$900	\$1,400	\$300	\$500
NON-LOCAL : Sunday - Thursday	\$800	\$1,250	\$300	\$500
NON-LOCAL: Friday – Saturday	\$1,050	\$1,500	\$300	\$500

### NON-PROFIT

	Daily	With Setup	Minimum Cleaning Deposit	
			No Alcohol	With Alcohol
LOCAL: Sunday – Thursday	\$400	\$720	\$300	\$500
LOCAL: Friday – Saturday	\$625	\$950	\$300	\$500
NON-LOCAL : Sunday - Thursday	\$600	\$1,000	\$300	\$500
NON-LOCAL: Friday – Saturday	\$800	\$1,250	\$300	\$500

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

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## MISCELLANEOUS FEES AND CHARGES

### Dog Licenses

- 1. Spayed/Neutered .....\$10.00
- 2. Unaltered .....\$15.00
- 3. If paid after March 1<sup>st</sup> (Spayed/Neutered) (Includes \$10.00 penalty).....\$20.00
- 4. If paid after March 1<sup>st</sup> (Unaltered) (Includes \$15.00 penalty) .....\$30.00

**NSF / EFT Fee** .....\$45.00

**Invoice Late Fee (except for utility billing and parking)**.....12% per Annum

### Copy and Transcription Services

- Black and White Copies.....\$.15/page
- Color Copies..... \$1.50/page
- Cassette Tape, USB or CD Copy..... \$10.00/each

The City reserves the right to outsource copying of materials and transcription of tapes. If materials are outsourced, the actual cost for copying and transcription billed to the City shall be the cost reimbursed to the City by the requestor.

### Fax Services

- First page.....\$2.00
- Additional page..... \$.50/each

### Hearing Examiner and related Legal, Specialized Study and Staff Services (For proceedings and appeals not covered in the Development Services Section of the Fee Schedule):

The appellant, applicant, and/or involved party shall reimburse the City for all costs billed to the City by the Hearing Examiner, staff time, and if utilized, for City legal counsel and/or specialized study services reasonably required by the appeal. Staff time involved shall be billed at \$50/hr.\*

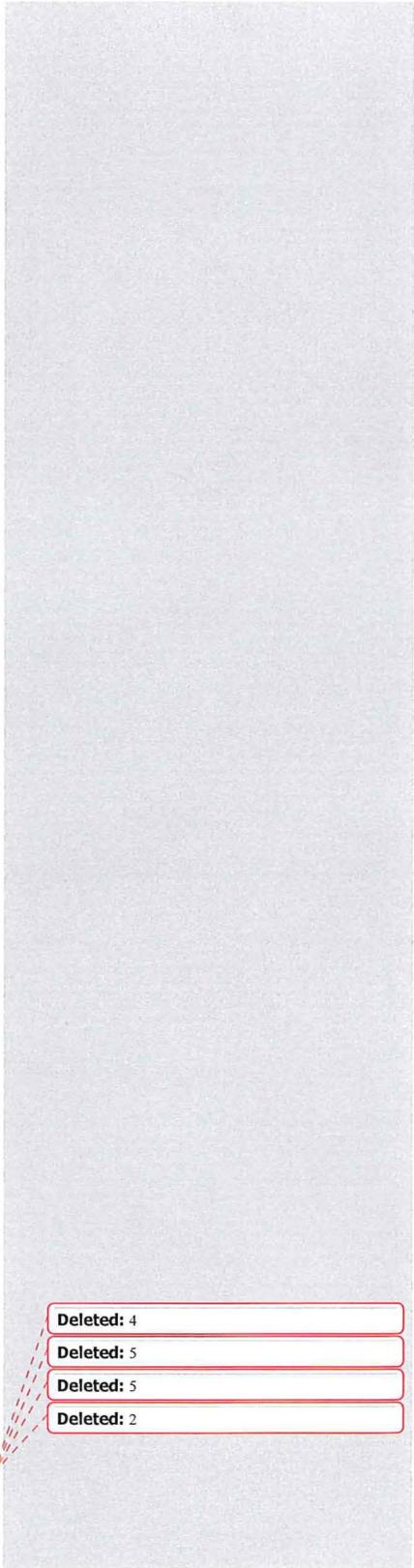
\* Appeal fees do not apply for a first hearing on the record in a city initiated enforcement case.

### Consumer Price Index (CPI)

A general rule of the City’s various contracts and agreements may include language for a CPI adjustment on an annual basis. The City will incorporate the use of the Seattle CPI-U for all Urban Consumers when incorporating such language.

### Rafting

- Commercial Rafting Launch/Take Out Fee.....\$2.50 per passenger
- Commercial Tubing Launch/Take Out Fee .....4% of Gross Receipts



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**PARKING PERMITS, RESERVED PARKING RENTAL AND LOT FEES**

Permit parking for overnight parking in designated lots only are for a 24-hour period beginning at 9:00 a.m. Lot Fees for lots with no overnight parking have operating hours beginning at 7:00 a.m. and ending at 2:00 a.m. and shall apply to designated areas owned, leased, managed, or maintained by the City. The Chelan County Sheriff is authorized to issue citations for civil infractions for cars in violation of the City’s pay parking requirements. All cars parked in violation of the parking permits, lots fees and non-operating hours in designated lots are subject to towing and overtime parking fees as identified below.

**OVERNIGHT PARKING PERMITS**

- 1. RV/Trailer Overnight Parking Permit Festhalle Lot Only .....\$10.00  
a.(Permits issued at City Hall, vehicle must be removed from lot by 9:00 a.m.)
- 2. Permitted Overnight Passenger Vehicle Parking Lot Fee at the Festhalle Lot Only .....\$10.00  
a.(Permits issued at City Hall, vehicle must be removed from lot by 9:00 a.m.)

**RESERVED PARKING PERMITS**

- 3. Reserved Parking available at Festhalle Lot Only with Festhalle Rental per stall fee.....\$5.00

**LOT FEES**

- 4. Municipal Parking Lot Fee (per stall per hour **P1 & P4**) .....\$1.75
- 5. **Municipal Parking Lot Fee (per stall per day P2 & P3)**.....\$5.00
- 6. Municipal Parking Lot Fee (per stall per day rate **P1 & P4** (over 5 hours).....\$10.00
- 7. Municipal Parking Lot Fee for Buses during Holiday and Festival days .....\$30.00
- 8. Overtime Parking Fee subject to all lots and designated on street parking locations .....\$25.00
- 9. Additional Overtime Parking Fee if not paid within 30 days.....\$25.00
- 10. Additional Overtime Parking Fee if not paid within 60 days.....\$25.00
- 11. If the penalty imposed for any parking violation is not paid within sixty days of the date it was imposed, the penalty may be turned over to a collection agency for collection and may be subject to an additional surcharge imposed by the collection agency.

**OTHER PARKING REGULATIONS**

- 12. No fee is required for use of the two hour parking limitation in the Pool Parking Lot for any 24-hour period, vehicles parking for longer than the two hour parking limitation are subject to the Overtime Parking Fee’s listed above.
- 13. No fee is required for use of the thirty minute designated on street parking location for any 24-hour period, vehicles parking for longer than the thirty minute parking limitation are subject to the Overtime Parking Fee’s listed above.
- 14. No fee is required for use of the one hour designated parking stalls located in the City Hall parking lot for any 24-hour period, vehicles parking for longer than the one hour (60 minute) limitation are subject to the Overtime Parking Fee’s listed above.
- 15. No fee is required for Municipal Lot P4 between the hours of 5:00 PM – 3:00 AM the following day; each day Sunday through Thursday.
- 16. No RV Parking in City owned lots with exception to the Festhalle Lot. RV Parking is available at no charge in the Washington State Department of Transportation Lot with a 24-hour limit.
- 17. Holiday & Festival Day rates to be determined by the City Administration without notice.

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Deleted: <#>Municipal Parking Lot Fee (per stall per day for Festival days Sunday – Saturday) . \$10.00

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**Other Licenses / Permits**

**Business Licenses:**

Number of Persons	
1 to 12 .....	\$115.00
13 and Over .....	\$300.00
Penalty within one month of city notification of delinquency.....	50 % of license fee
Penalty after one month of city notification of delinquency.....	100% of license fee
Peddler License (non-profits exempt).....	\$50.00
Transient Business.....	\$100.00
Temporary change of occupancy number.....	\$100.00

**Vehicle for Hire Licenses:**

Motorized vehicle for hire license initial application:	\$500.00
Any new business, part year after January 1 to June 30 .....	½ Rate
Penalty after July 31 but on or before August 31 .....	50 % of license fee
Penalty after August 31 .....	100% of license fee

Licenses are renewed on or before July 1 of each year at a rate of \$75.00 per year, per vehicle.

**Non-motorized vehicle for hire license:**

	\$500.00
Any new business, part year after January 1 to June 30 .....	½ Rate
Penalty after July 31 but on or before August 31 .....	50 % of license fee
Penalty after August 31 .....	100% of license fee

Licenses are renewed on or before July 1 of each year.

**Special Use Permits:**

Offering and/or selling of goods or services in public places and/or street license (year)....	\$50.00
Festival Fee per LMC 5.38.060.....	\$100.00
City Park Right-of-Way Square Footage Rate per Square Foot per month.....	40 cents
Sidewalk Right-of-Way Square Footage Rate per Square Foot per month.....	60 cents
Right-of Way Permit for Street Closure.....	\$100.00

Leasehold Excise Tax: Special Use Permits that exceed \$250, all necessary fees combined, are subject to the State Leasehold Excise Tax of 12.84% that will be added in addition to the fees of the Special Use Permit unless otherwise exempt under WAC 458-29A-400.

The City Council and/or City Administrator may reduce certain Special Use Permit fee's upon request.

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**ORDINANCE NO. 1515**

**AN ORDINANCE OF THE CITY OF LEAVENWORTH, WASHINGTON, AMENDING CERTAIN REVENUE AND EXPENDITURE APPROPRIATIONS IN THE 2015-2016 BUDGET AND ORDINANCE #1497 FOR THE CITY OF LEAVENWORTH**

**WHEREAS**, the City of Leavenworth finds that it is necessary and in the best interest of the City to increase and decrease certain appropriations authorized by the 2015-2016 budget to provide for additional revenues and expenditures not identified at the time of adoption of the original budget and to allocate resources more efficiently within and among the funds identified below,

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

**Section 1:** Ordinance #1497 and the 2015-2016 budget for the City of Leavenworth is amended as follows to amend the annual appropriations at the fund level as identified below:

<u>FUND</u>	<u>ADDITIONAL APPROPRIATIONS</u>
ER&R (Equip Rental & Revolving) Fund	\$ 40,000
Street Fund	\$ 40,000
2013 GO Bond Fund	\$ 246
Garbage Fund	\$ 0.00
Parking Fund	\$ <u>77,000</u>
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 157,246</b>

**Section 3:** This ordinance shall be in effect five (5) days after its passage and publication in accordance with law.

Passed by the City Council of the City of Leavenworth and approved by the Mayor this 8<sup>th</sup> day of December, 2015.

CITY OF LEAVENWORTH

APPROVED:

\_\_\_\_\_  
Cheryl K. Farivar, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Thom Graafstra, City Attorney

\_\_\_\_\_  
Chantell R. Steiner, Finance Director/City Clerk

Fund	Account	Account Name	Revenue	Expense	Notes
ER&R	501.348.05.01.00	Interfund Equip & Veh Leases	40,000		Transfer in from Gargbage Fund noted below
ER&R	501.594.48.64.69	#22 Truck/Dump/Plow/Sand		(40,000)	Removal of replacement truck
ER&R	501.594.48.64.72	Used 2007 Garbage Truck		80,000	Additional of newer used garbage truck
Total			40,000	40,000	
Street Fund	101.313.11.01.00	Retail Sales Tax 45%	40,000		Estimated increase not known during budget development
Street Fund	101.594.18.31.00	Wayfinding Signage-Ped		(4,000)	Removed - other funding used in Lodging Tax
Street Fund	101.595.30.63.06	Chumstick Multiuse Trail		(68,803)	Reduced to Balance Street Fund - adj in 2016 later
Street Fund	101.595.90.41.03	Commercial 3-8th Const Admin		(7,500)	Removed - contract completed under budget
Street Fund	101.508.80.01.01	Ending Fund Balance		120,303	Correcting Ending Fund Balance to minimum of \$0.00
Total			40,000	40,000	
2013 GO Bond	203.397.75.00.05	Trans In-Fm Parking Fund 415	246		
2013 GO Bond	203.592.75.89.01	Other Debt Service Costs		274.00	Costs for administering Bond unknown at budget
2013 GO Bond	203.508.80.02.03	Ending Fund Balance		(28)	Correcting Ending Fund Balance to minimum of \$0.00
Total			246	246	
Garbage Fund	402.537.80.40.00	Interfund Rentals & Leases		40,000	Additional Transfer to ER&R for new used truck purchase
Garbage Fund	402.508.80.04.02	Ending Fund Balance		(40,000)	Adjustment to Ending Fund Balance
Total			-	-	
Parking	415.362.30.00.07	Parking Fees Lot 1	35,000		
Parking	415.362.30.00.08	Parking Fees Lot 2	20,000		
Parking	415.362.30.00.09	Parking Fees Lot 3	14,000		
Parking	415.362.30.00.11	Parking Fees Lot 4	8,000		
Parking	415.542.65.40.11	CC Processing Charges		6,000	Estimated Increase (parking up 25% over last year)
Parking	415.586.00.04.15	External Taxes - Excise		17,500	Estimated Increase (parking up 25% over last year)
Parking	415.508.80.04.15	Ending Fund Balance		53,500	Adjustment to Ending Fund Balance
Total			77,000.00	77,000.00	
<b>Grand Total All Funds</b>			<b>157,246</b>	<b>157,246</b>	
			<u>Revenue</u>	<u>Expense</u>	
Actual Adjustments to BFB & EFB's				133,775	
Less Total Fund Adjustments from Above			157,246	157,246	
Actual Adjustment to Revenues & Expenses			157,246	23,471	



## City of Leavenworth

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

August 19, 2015

MATTHEW F & COURTNEY A PORTER  
808 PINE ST  
Leavenworth, WA 98826

Dear Mr. and Mrs. Porter

You've probably noticed all the surveying and activity occurring in your neighborhood over the last several months. The City of Leavenworth is anticipating and planning for some exciting projects in your area within the next few years, including a potential new school and major improvements to Pine Street!

As the City Council has considered these upcoming changes, it has been identified that the portion of our community where your property is located is outside of our city boundary, but inside the city's urban growth area. Thus your property is part of an "island" which receives some city benefits but not others. The Council has carefully weighed the benefits to both property owners and the City and is encouraging annexation for your neighborhood.

What is the benefit to you to have your property located inside the City? While there are some financial benefits, several benefits of annexation can't be given a dollar value and are designed to improve quality of life. For example, those residents within municipal boundaries can both vote for City Council representatives and the Mayor, or run for those same offices. Many of our community members want this option however it is reserved for only those that live within the municipal boundaries of the city. Also, did you know that your property is already subject to the City's development regulations, but you have to apply to and receive permits from the County? The City offers more responsive and streamlined processes for assisting our residents getting property information, services, and permitting than is available through the County. By coming into the city via annexation, you may also help give Leavenworth a more powerful voice in state and county government, allow the city to pursue increased funding options, and influence decisions which benefit our entire community.

Another important fact: If you are connected to city water and sewer, you are currently paying a 25% premium because you are outside the city limits. Thus, annexation would significantly reduce your monthly sewer and water rates.

Some other benefits to property owners inside the City limits include, but are not limited to the following:

1. Your property taxes may change. According to the Assessor's Office, a home assessed at \$213,247 inside the city limits currently has a total tax bill of \$2,507, while a similarly valued home at \$212,060 outside the city limits (but in the same neighborhood) has a total tax bill of \$2,688. These two homes have nearly the same Assessed Valuation, but a tax savings of \$181

inside the city limits. Please note that the assessed valuation and taxation amounts were taken from the Chelan County Assessor's website, and may change over time.

2. Responsive and reliable weekly City garbage collection service at a rate of \$25.50 per month.
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4. Annual and emergency neighborhood clean-up programs.
5. Access to use of the City Recycling Center.
6. Neighborhood improvements (current TBD and other programs).
7. A stronger voice in local government; which includes: local attention and action to your concerns, a voice in land use and community planning and funding, and community and neighborhood programs.

The City Council and I would like to encourage you to take this one-time offer to enter into the limits of our City. If you all agree, the City Council will sponsor the annexation process, including the typical sponsoring fees and other requirements to complete the process.

The City Council has never "forced" property owners to annex into the city limits and this will not change. However, we would very much like to offer you this one-time opportunity to complete the annexation process at the expense of the City rather than the property owners. Now is the time to become a full resident of Leavenworth, take advantage of more services and rights, and help us plan and support the vision of our community. We need you and your neighbors to respond with a joint request for annexation by September 1, 2015 to take advantage of the City Council sponsoring the annexation process.

If you have any questions or want additional information, please feel free to contact Joel Walinski or Nathan Pate at the City 509-548-5275.

Sincerely,



Cheri Kelley Farivar, Mayor  
City of Leavenworth

CC:

Council members

Joel Walinski, City Administrator

Nathan Pate, Development Services Manager



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Larry Meyer  
Carolyn Wilson - *Mayor Pro Tem*  
John Bangsund  
Joel Walinski - *City Administrator*

August 19, 2015

SHANE A ANDERSON  
802 PINE ST  
Leavenworth, WA 98826

Dear Mr. and Mrs. Anderson

You've probably noticed all the surveying and activity occurring in your neighborhood over the last several months. The City of Leavenworth is anticipating and planning for some exciting projects in your area within the next few years, including a potential new school and major improvements to Pine Street!

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If you have any questions or want additional information, please feel free to contact Joel Walinski or Nathan Pate at the City 509-548-5275.

Sincerely,



Cheri Kelley Farivar, Mayor  
City of Leavenworth

CC:

Council members

Joel Walinski, City Administrator

Nathan Pate, Development Services Manager



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Carolyn Wilson - *Mayor Pro Tem*  
John Bangsund  
Joel Walinski - *City Administrator*

August 19, 2015

NINA RINKE  
814 PINE ST  
Leavenworth, WA 98826

Dear Mrs. Rinke

You've probably noticed all the surveying and activity occurring in your neighborhood over the last several months. The City of Leavenworth is anticipating and planning for some exciting projects in your area within the next few years, including a potential new school and major improvements to Pine Street!

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Sincerely,



Cheri Kelley Farivar, Mayor  
City of Leavenworth

CC:

Council members

Joel Walinski, City Administrator

Nathan Pate, Development Services Manager



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John Bangsund  
Joel Walinski - *City Administrator*

August 19, 2015

HEINZ BEST  
826 PINE ST  
Leavenworth, WA 98826

Dear Mr. Best

You've probably noticed all the surveying and activity occurring in your neighborhood over the last several months. The City of Leavenworth is anticipating and planning for some exciting projects in your area within the next few years, including a potential new school and major improvements to Pine Street!

As the City Council has considered these upcoming changes, it has been identified that the portion of our community where your property is located is outside of our city boundary, but inside the city's urban growth area. Thus your property is part of an "island" which receives some city benefits but not others. The Council has carefully weighed the benefits to both property owners and the City and is encouraging annexation for your neighborhood.

What is the benefit to you to have your property located inside the City? While there are some financial benefits, several benefits of annexation can't be given a dollar value and are designed to improve quality of life. For example, those residents within municipal boundaries can both vote for City Council representatives and the Mayor, or run for those same offices. Many of our community members want this option however it is reserved for only those that live within the municipal boundaries of the city. Also, did you know that your property is already subject to the City's development regulations, but you have to apply to and receive permits from the County? The City offers more responsive and streamlined processes for assisting our residents getting property information, services, and permitting than is available through the County. By coming into the city via annexation, you may also help give Leavenworth a more powerful voice in state and county government, allow the city to pursue increased funding options, and influence decisions which benefit our entire community.

Another important fact: If you are connected to city water and sewer, you are currently paying a 25% premium because you are outside the city limits. Thus, annexation would significantly reduce your monthly sewer and water rates.

Some other benefits to property owners inside the City limits include, but are not limited to the following:

1. Your property taxes may change. According to the Assessor's Office, a home assessed at \$213,247 inside the city limits currently has a total tax bill of \$2,507, while a similarly valued home at \$212,060 outside the city limits (but in the same neighborhood) has a total tax bill of \$2,688. These two homes have nearly the same Assessed Valuation, but a tax savings of \$181

inside the city limits. Please note that the assessed valuation and taxation amounts were taken from the Chelan County Assessor's website, and may change over time.

2. Responsive and reliable weekly City garbage collection service at a rate of \$25.50 per month.
3. Timely and responsive snow removal and street maintenance.
4. Annual and emergency neighborhood clean-up programs.
5. Access to use of the City Recycling Center.
6. Neighborhood improvements (current TBD and other programs).
7. A stronger voice in local government; which includes: local attention and action to your concerns, a voice in land use and community planning and funding, and community and neighborhood programs.

The City Council and I would like to encourage you to take this one-time offer to enter into the limits of our City. If you all agree, the City Council will sponsor the annexation process, including the typical sponsoring fees and other requirements to complete the process.

The City Council has never "forced" property owners to annex into the city limits and this will not change. However, we would very much like to offer you this one-time opportunity to complete the annexation process at the expense of the City rather than the property owners. Now is the time to become a full resident of Leavenworth, take advantage of more services and rights, and help us plan and support the vision of our community. We need you and your neighbors to respond with a joint request for annexation by September 1, 2015 to take advantage of the City Council sponsoring the annexation process.

If you have any questions or want additional information, please feel free to contact Joel Walinski or Nathan Pate at the City 509-548-5275.

Sincerely,



Cheri Kelley Farivar, Mayor  
City of Leavenworth

CC:

Council members  
Joel Walinski, City Administrator  
Nathan Pate, Development Services Manager



## City of Leavenworth

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

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

August 19, 2015

LESTER R & LAURIE M NUNN  
828 PINE ST  
Leavenworth, WA 98826

Dear Mr. and Mrs. Nunn

You've probably noticed all the surveying and activity occurring in your neighborhood over the last several months. The City of Leavenworth is anticipating and planning for some exciting projects in your area within the next few years, including a potential new school and major improvements to Pine Street!

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Sincerely,



Cheri Kelley Farivar, Mayor  
City of Leavenworth

CC:

Council members

Joel Walinski, City Administrator

Nathan Pate, Development Services Manager

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



**(RCW 35A.14)**

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

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

The City Council of the City of Leavenworth will consider the annexation at a regular, open public City Council meeting on September 22, 2015, and determine if the City would accept the proposed annexation on the conditions set forth below:

1. The City would require the assumption of City indebtedness by the area proposed to be annexed; and
2. The undersigned have been informed and will be required, in accordance with applicable Leavenworth city ordinances, prior to annexation, to transfer to the City of Leavenworth their present water rights, unless otherwise agreed with the City, as a condition of annexation. The terms and conditions of the transfer of the water rights to the City of Leavenworth pursuant to this annexation shall be set forth in a written agreement or agreements approved by the City Council prior to annexation.
3. The property will retain the zoning of Low Density Residential 6,000 (RL-6).
4. The annexation is sponsored by the City of Leavenworth, and the fees paid by the City Council for the processing of this annexation with all property owners voluntarily participation in annexation.

The above conditions will be disclosed by the minute entry regarding the same in the minutes of the Leavenworth City Council meeting on September 22, 2015.

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

- (a) That appropriate action be taken to entertain this petition, fixing a date for a public hearing, causing a notice of the hearing to be published in one or more issues of the Leavenworth Echo and causing notice of the hearing to be posted in three public

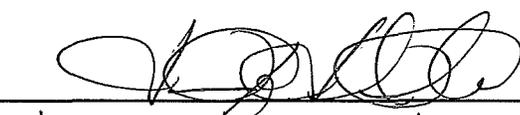
places within the territory proposed for annexation, specifying the time and place of such hearing, and inviting interested persons to appear and voice approval or disapproval of such annexation; and

(b) That following such hearing, the City Council determine by ordinance that such annexation shall be made, that such property annexed shall become a part of the City of Leavenworth, Washington subject to its laws and ordinances then and thereafter in force, and subject to the requirements with respect to transfer of water rights to the City of Leavenworth and construction of necessary infrastructure in accordance with City of Leavenworth ordinances.

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

**WARNING**

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

<u>Date</u>	<u>Signature of Petitioner</u>	<u>Tax Parcel No.</u>
		24170190050
SHANE A ANDERSON 802 PINE ST	JENNIFER ANDERSON	
		24170190035
HEINZ BEST 826 PINE ST		

Date

Signature of Petitioner

Tax Parcel No.

*Matthew F. Porter*

*Courtney A. Porter*

24170190045

MATTHEW F & COURTNEY A PORTER  
808 PINE ST

*LN.*

*Lester R. Nunn*

*Laurie M. Nunn*

241701910025

24170190025

*LN*

LESTER R & LAURIE M NUNN  
828 PINE ST

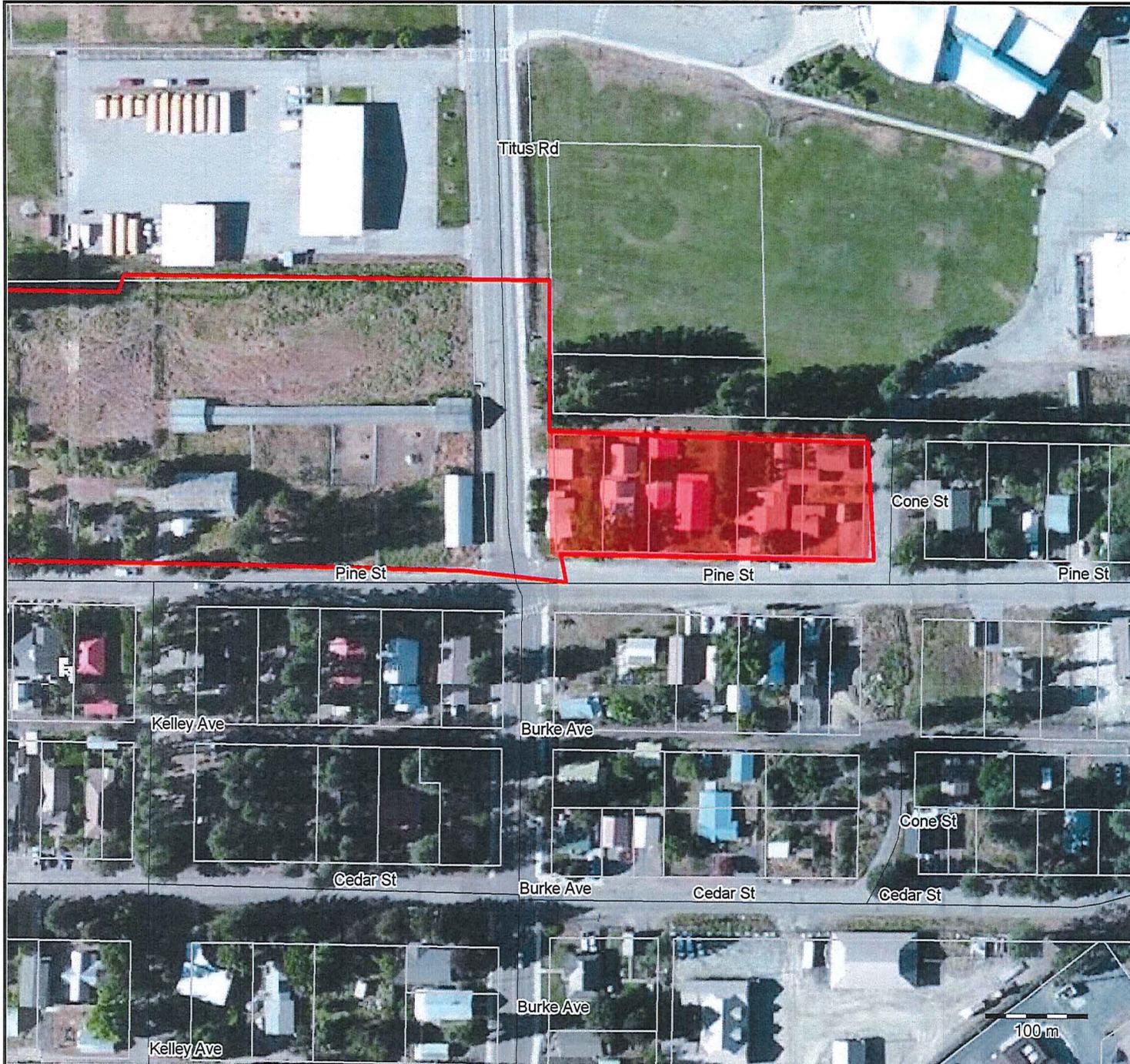
24170190040

NINA RINKE  
814 PINE ST

Ms. Rinke's signature or person having power of attorney

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

# Leavenworth GIS Jan 2015 Project



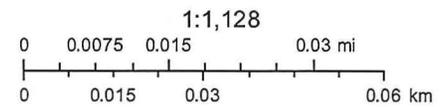
City Limits  
Parcels  
Roads\_2015  
2011 detailed aerial

# E Pint Street Annex area



December 2, 2015

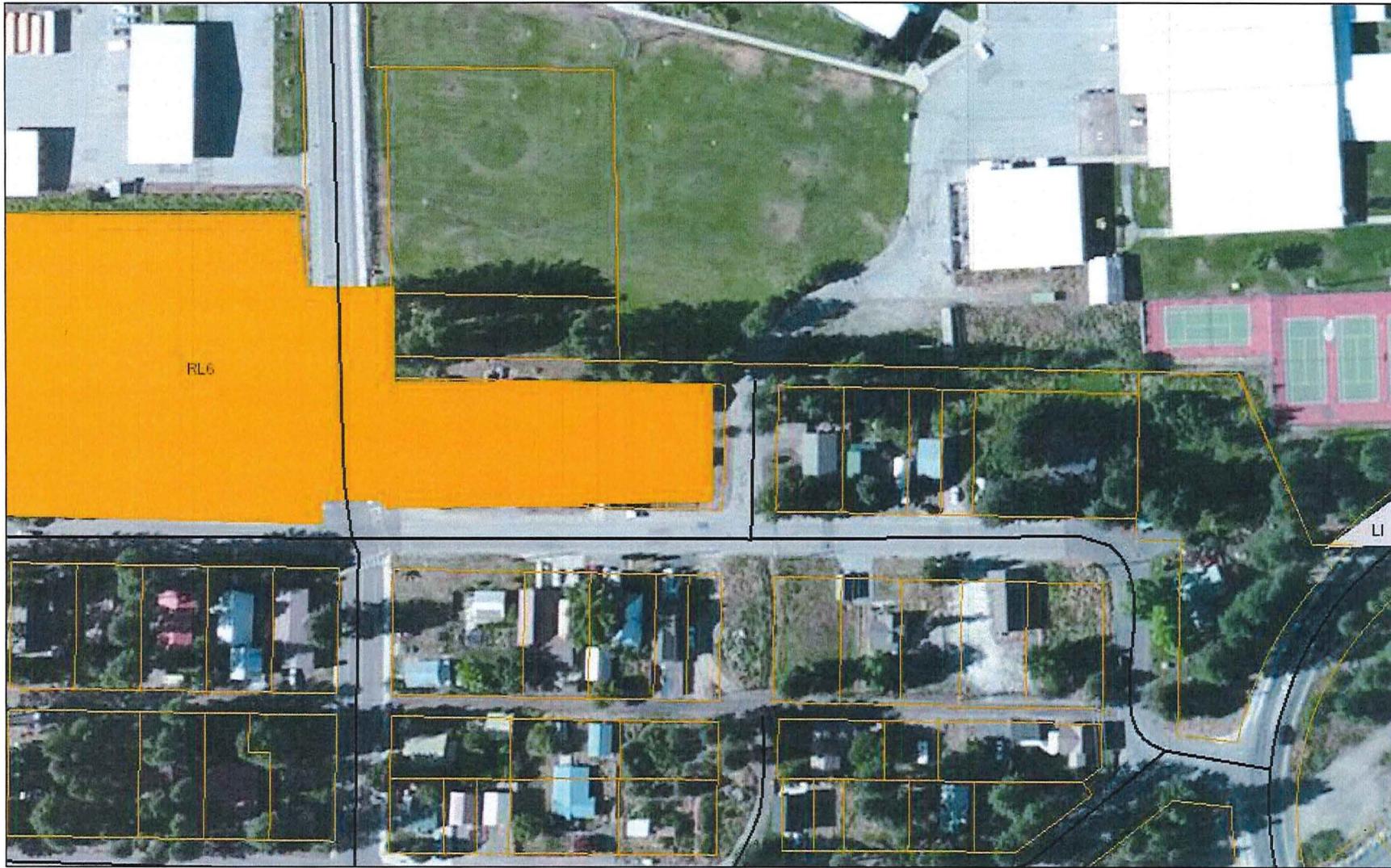
- Address Points
- Roads
- Parcels



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and

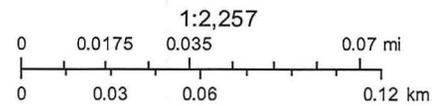
This map is for reference purposes only.

# E Pint Street Annex area



December 2, 2015

- Roads
- Parcels



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and

This map is for reference purposes only.



**PROFESSIONAL SERVICE AGREEMENT BETWEEN INTEGRITECH, AARON SCHMIDT, AND THE CITY OF LEAVENWORTH, WASHINGTON, FOR ENGINEERING ON CALL SERVICES**

This Amendment is made by IntegriTech and the City of Leavenworth for the purpose of amending the current contract entered into between IntegriTech and the City of Leavenworth.

Whereas the purpose of this contract amendment is to amend the maximum payment allowable.

The following section is amended, in part, as follows;

**IV.1 PAYMENTS.**

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the document titled "IntegriTech Fees" and as provided in this section. Each project shall have an estimate of hours and associated estimate of costs, however consultant shall be paid on an hourly basis as outlined in "IntegriTech Fees". 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, as outlined in "IntegriTech Fees". In the event the City elects to expand or contract the scope of services from that set forth the City shall pay the Consultant as outlined in "IntegriTech Fees". In no event shall the maximum amount payable under this Agreement exceed fifteen thousand dollars \$15,000 without the written consent of the City.

All other provisions in the contract remain in full force and effect.

DATED this 8<sup>th</sup> day of December, 2015.

CITY OF LEAVENWORTH

INTEGRITECH

By \_\_\_\_\_  
Cheryl K. Farivar, Mayor

By \_\_\_\_\_  
Aaron Schmidt, P.E.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF LEAVENWORTH  
AND INTEGRITECH  
FOR CONSULTANT SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the City of Leavenworth, a Washington State municipal corporation ("City"), and IntegriTech, a Washington LLC ("Consultant") 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 on call and project specific engineering services as requested by the City of Leavenworth 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**

IntegriTech will provide on call engineering consultant services, a Scope of Services will be provided by IntegriTech for each assigned project. The scope of services shall include all services, duties, and tasks necessary to accomplish the project requested by the City and must be approved in advance of commencement of work on each project. The scope of services shall provide an estimate of hours to accomplish each task identified within the Scope of Services. All such services shall be provided in accordance with the standards of the Consultant's profession. Each project Scope of Services once approved shall be an amendment to this agreement.

**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 April 1, 2015 and shall terminate at midnight, March 31, 2016. The parties may extend the term of this Agreement by written mutual agreement.

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

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

**III.6 INDEMNITY.**

a. The Consultant shall at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Consultant in performance of Consultant's professional services under this Agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or

death of any person or damage to any property including, but not limited to, persons employed by the City, the Consultant or other person and all property owned or claimed by the City, the Consultant, or affiliate of the Consultant, or any other person.

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

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

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

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

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

### III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance as listed below, in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the

policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

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

(2) Automobile Liability. Any vehicle use associated with the performance of these consultant services is solely the responsibility of the consultant. Liability for vehicle usage is not transferrable to the City in any way

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

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

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

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

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

f. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

at law or in equity.

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

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

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

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

**III.11 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City

employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

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

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

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

**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:

As needed with written pre-approval of the City.

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 document titled "IntegriTech Fees" and as provided in this section. Each project shall have an estimate of hours and associated estimate of costs, however consultant shall be paid on an hourly basis as outlined in "IntegriTech Fees". 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, as outlined in "IntegriTech Fees". In the event the City elects to expand or contract the scope of services from that set forth the City shall pay the Consultant as outlined in "IntegriTech Fees". In no event shall the maximum amount payable under this Agreement exceed five thousand dollars \$5,000 without the written consent of the City.

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

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

d. At the approval of this contract, the City shall within thirty (30) days make a one-time annual payment of two thousand four hundred and three dollars (\$2,403) to the Consultant to cover the initial cost of the annual insurance premium.

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

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

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

## **ARTICLE V. GENERAL**

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

**City of Leavenworth  
City Administrator  
Post Office Box 287  
Leavenworth WA 98826**

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

**IntegriTech  
Mr. Aaron Schmidt, P.E.  
4350 Icicle Road  
Leavenworth WA 98826**

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

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

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

The Consultant reserves the right to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the City.

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

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

**V.5 SEVERABILITY**

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

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

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

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

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

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

DATED this 10 day of march, 2015.

CITY OF LEAVENWORTH

By

  
Cheryl K. Farivar, Mayor

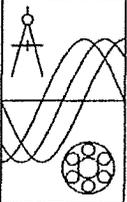
INTEGRITECH

By

  
Aaron Schmidt, P.E.

Approved as to form:

  
Thom H. Graafstra, City Attorney



# INTEGRITECH

Mechanical and Civil Engineering, Machine Design, and Troubleshooting

## IntegriTech Fees

IntegriTech's fee structure has been designed to be as simple as possible. We have found that simplicity is as relevant in business dealings as it is in design, and our billing reflects that philosophy.

IntegriTech does not bid for engineering or provide not-to-exceed amounts because we feel those practices shift the focus away from the primary concern; providing the client with an effective long-term solution. However, once preliminary work is completed we can provide an estimate of engineering costs. Estimates are just that, and actual engineering costs may be more or less than predicted.

IntegriTech does not require a written contract from clients; we prefer to simply bill on a monthly basis. Bill Schmidt, the firm's founder and senior engineer, provides guidance, experience, and strategy. Bill's rate is \$85 per hour. I attend to most of the design and details and my rate is \$75 per hour. We charge one-way travel time. External service charges, such as large quantity commercial photocopying, sub-consultant fees, etc. are passed along to the client for reimbursement with zero mark-up.

If a client requires that we hold Errors and Omissions insurance, as some municipalities do, we will entertain an agreement wherein the insurance premium is passed to the client as a line item for reimbursement. Currently, a one year policy costs \$2,403.

If you have questions please do not hesitate to contact us. We typically provide an initial meeting with prospective clients, free of charge, to discuss this approach and to discuss and examine your project. We look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Aaron Schmidt". The signature is written in a cursive style.

Aaron Schmidt, P.E.

**Mitchell, Reed & Schmitten Ins. Inc**

**INVOICE**

PO Box 249  
 Leavenworth, WA 98826  
 Phone 509-548-6050 Fax 509-548-0611

INVOICE #1  
 DATE: MARCH 5, 2015

**TO:**  
 Integritech LLC  
 4350 Icicle Rd  
 Leavenworth, WA 98826  
 509-548-5765

**COMMENTS OR SPECIAL INSTRUCTIONS:**

Agent	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
Marggie Simmons					

	DESCRIPTION	TOTAL
	2015 Beazley Ins – Professional Liability	\$2,125
	2015 Ohio Security Insurance – General Liability	\$278
SUBTOTAL		
SALES TAX		
SHIPPING & HANDLING		
TOTAL DUE		\$2,403

Make all checks payable to "Mitchell, Reed & Schmitten Ins  
 Payment is due within 20 days.  
 If you have any questions concerning this invoice, contact Marggie Simmons, [marggie@mrandins.com](mailto:marggie@mrandins.com)  
 Thank you for your business!



## City of Leavenworth

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

TAB 6

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

December 8, 2015

Jeffery A. Rivera, District Ranger  
Okanogan – Wenatchee National Forest  
Wenatchee River Ranger District  
600 Sherbourne Street  
Leavenworth, WA 98826

**RE:** Leavenworth Winter Sports Club temporary snow making at Leavenworth Ski Hill

Dear Mr. Rivera,

Along with the Leavenworth City Council, I am writing this letter to express support of the City of Leavenworth on behalf of the Leavenworth Winter Sports Club's proposal to establish temporary snowing making capabilities on the Forest Service property currently being used for downhill skiing and tubing. The Leavenworth Winter Sports Club has enabled generations of Leavenworth area families to learn to ski and recreate together. The ability to supplement the normal snowfall at the Forest Service site will greatly enhance the capability of the Leavenworth Winter Sport Club to remain a vital part of the local community for years to come.

In addition, the City of Leavenworth is in the process of developing engineered plans for the installation of a hydrant at the City's north reservoir site directly across from the Ski Hill area. Once installed, this will provide a water access point for filling fire trucks and would also provide Leavenworth Winter Sports Club access water for snow making.

In conclusion, please accept this letter on behalf of myself and the City of Leavenworth City Council as unanimous support for the Leavenworth Winter Sports Club's temporary snowmaking proposal.

Sincerely,

Cheryl Kelley Farivar  
City of Leavenworth Mayor

**RESOLUTION NO. 12-2015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEAVENWORTH, WASHINGTON SUPPORT FOR CONTINUED INVOLVEMENT AND DEVELOPMENT OF A COMPREHENSIVE WATER RESOURCE MANAGEMENT PLAN ICICLE CREEK AND “BASE PACKAGE”**

WHEREAS, Chelan County and the Office of the Columbia River (WA Department of Ecology) co-convened the Icicle Works Group to develop a comprehensive water management plan for Icicle Creek within the Wenatchee basin; and

WHEREAS, the Icicle Work Group is comprised of a broad range of interests, including local, state and federal, tribal, non-profit and citizen members, who have worked collaboratively to develop Guiding Principles and metrics to guide their work; and

WHEREAS, the Guiding Principles include improving instream flows, improving the domestic supply of water, improving agricultural reliability of water and enhancing the Icicle Creek Habitat all of which are important to the City of Leavenworth; and

WHEREAS, the City of Leavenworth’s Comprehensive Plan and Water System Plan both recognize the need for improving the domestic water supply and increased water conservation as a priorities to address the City’s future water needs ; and

WHEREAS, the City of Leavenworth and the Department of Ecology have entered into a mutually agreed to negotiated settlement agreement to resolve the litigated disagreement over the City’s water rights by participating in the Icicle Working Group; and

WHEREAS, the Icicle Working Group Integrated Base Package has several projects within the base package that addresses providing additional domestic water supply and assisting the City with improving water conservation; and

WHEREAS, the City of Leavenworth recognizes the need for addressing both instream and out of stream water needs of Icicle Creek and that these water needs are of equal importance and the base package should address the needs of all members and stakeholders of the Icicle Work Group and stakeholders in an equitable manner ; and

**NOW, THEREFORE, BE IT RESOLVED** the City of Leavenworth, Washington City Council supports initiating environmental review including State Environmental Policy Act (SEPA) and National Environmental Policy Act (NEPA), which will provided a programmatic review of the Guiding Principles and Integrated Base Package of projects supporting the Guiding Principles; and

**BE IT FURTHER RESOLVED**, the City of Leavenworth supports initiating the programmatic review to provide a thorough review of alternatives, assessments and objectives

developed by the Icicle Work Group to-date as well as expanded public review and comment;  
and

**BE IT FURTHER RESOLVED**, that the City of Leavenworth supports advancing the “base package” through additional feasibility studies to determine project feasibility and ability of the “base package “ to meet the Guiding Principles; and

**BE IT FURTHER RESOLVED**, that the City of Leavenworth supports advancing the necessary studies and assessments of water supply efforts of the Icicle Work Group as a priority given the unresolved litigation between the City of Leavenworth and the Department of Ecology and the uncertainty of the Wenatchee Reserve;

**PASSED** by the City Council of the City of Leavenworth and approved by the Mayor this 8<sup>th</sup> day of December, 2015.

CITY OF LEAVENWORTH

By:

---

Cheryl K. Farivar, Mayor

Attest:

---

Chantell Steiner  
Finance Director/City Clerk

## Icicle Workgroup Guiding Principles and Metrics

This summary describes the IWG Guiding Principles and how they are quantified for the development of an integrated project list. Full qualitative descriptions of the guiding principles are included in the IWG Operating Procedures. Metrics for guiding principles are subject to feasibility, funding, and permitting.

Guiding Principle	Metric	
Improve Instream Flows	Icicle Creek Historic Channel: <ul style="list-style-type: none"> <li>• 60 cfs minimum flows (drought years)<sup>1</sup></li> <li>• 100 cfs minimum flows (non-drought years), short-term goal<sup>1</sup></li> <li>• 250 cfs minimum flows (non-drought years), long-term goal<sup>1</sup></li> <li>• 2,600 cfs maximum flow to preserve habitat function<sup>1</sup></li> </ul>	Flow improvement needed (in projects) to meet total minimum flows:  40 cfs <sup>3</sup>
Improve sustainability of LNFH	<ul style="list-style-type: none"> <li>• Meet <i>U.S. v. Oregon</i> and other agreements specifying fish production requirements</li> <li>• 57 cfs supply protected long-term (at least 20 cfs conservation goal)</li> <li>• Diverse source availability (temperature, pathogen-free) to maximize fish health</li> <li>• Structures minimize unintended fish passage impediments</li> </ul>	
Protect Tribal and Non-Tribal harvest	<ul style="list-style-type: none"> <li>• Catch per unit of effort (CPUE) improved</li> <li>• Maintain multi-species harvest opportunities</li> <li>• Tribal Impacts Assessment and Adaptive Management Plan being implemented, addressing attraction flows, sediment transport, fish migration/straying, site access and amenities</li> </ul>	
Improve Domestic Supply	<ul style="list-style-type: none"> <li>• 2,300 to 4,100 acre-feet of reliable year-round supply (3 to 6 cfs average, 6 to 12 cfs peak), magnitude conditioned upon Legislation on reserve</li> </ul>	
Improve Agricultural Reliability	<ul style="list-style-type: none"> <li>• Automate / Optimize Alpine Lakes for improved reliability (plus instream flow benefit)<sup>2</sup></li> <li>• Restore/repair 8-Mile Lake up to 2,500 acre-feet (225 acre-foot agricultural benefit, 900 ac-ft additional instream flow/municipal benefit)<sup>2</sup></li> <li>• Current interruptible agricultural users have firm supply in average water years / agriculture water bank (2 to 4 cfs)</li> </ul>	
Enhance Icicle Creek Habitat	<ul style="list-style-type: none"> <li>• Improve passage at Boulder Field</li> <li>• Make investments in physical habitat improvement with consideration for high flow habitat and low flow refuge, minimize fish passage impediments, and improve limiting factor spawning/rearing</li> <li>• Offset project-related terrestrial impacts with land acquisition/easements</li> </ul>	
Comply with State and Federal Law, and Wilderness Acts	<ul style="list-style-type: none"> <li>• Identify and engage regulators in the process</li> <li>• Environmental review completed (project check)</li> <li>• All projects appropriately permittable (project check)</li> <li>• All diversions (LNFH, IPID, COIC) appropriately screened (project check)</li> </ul>	

<sup>1</sup> Approved as an IWG decision on September 16, 2014.

<sup>2</sup> One dissenting opinion.

<sup>3</sup> Based on a review of historic stream gage records, and subtracting diversions, the Instream Flow Committee characterized the existing average low flow in Reach 4 as approx. 63 cfs, and the drought low flow as 10-20 cfs. To meet a Guiding Principle average flow target of 100 cfs and a drought low flow target to 60 cfs, approx. 40-50 cfs in project flow benefit is needed.

**Icicle Working Group Integrated Base Package**

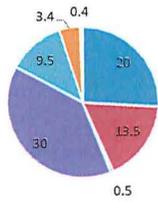
Draft 11/19/2015

**Total Project Benefit =77 cfs & 26,800 acre-feet, Total Investment including 25% contingency = \$64.2 M, Cost/acre-foot = \$2,400 / acre-foot**

This Integrated Package is characterized by a project list meeting all Icicle Subbasin Guiding Principles with substantive flow benefit in the late summer/early fall in the historic channel. Key features include retaining the existing hatchery facilities with aggressive multiple-source augmentation and conservation measures, modernization of the Alpine Lakes, restoration of Eight-Mile Lake, and habitat/screening projects. IPID Pump Exchange at Dryden (50 cfs) could increase benefits by up to 25 cfs in Icicle Creek, total cost would increase to about \$83 M (\$2,800 / acre-foot).

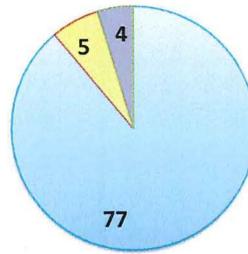
Project Name (Guiding Principle Met)	Description	Cost	Integrated Plan Benefits			
Alpine Lakes Optimization, Modernization, and Automation (FLOW) (HAB)	Automate and optimize releases of the 6 Alpine Lakes (flow benefit estimated over 92 days), but can be adapted to shorter duration / higher peak flows (and winter flow benefit). Flow benefit to instream and out-of-stream uses in normal years, to IPID in drought years. <b>INTERRUPTIBLE, REACH BENEFITS BELOW LAKES TO PACIFIC OCEAN</b>	\$680K	30	cfs	5,465	ac-ft
IPID Irrigation Efficiencies (FLOW) (HAB)	Update Irrigation Comprehensive Plans and fund efficiency projects, assumes savings of 3,000 ac-ft (about 10%) at an average cost of \$2,500/ac-ft. Flow benefit is non-consumptive, reach specific, and during the irrigation season. <b>GUARANTEED, REACH BENEFITS FROM IPID DIVERSION TO WENATCHEE RIVER</b>	\$7.5 M	10.1	cfs	3,000	ac-ft
Cascade Orchards Irrigation Efficiencies (FLOW) (HAB)	Update Irrigation Comprehensive Plans and fund efficiency projects, assumes savings of 1,000 ac-ft (about 25%) at an average cost of \$2,500/ac-ft. Flow benefit is non-consumptive, reach specific, and during the irrigation season. <b>GUARANTEED, REACH BENEFITS FROM IPID DIVERSION TO WENATCHEE RIVER</b>	\$2.5 M	3.4	cfs	1,000	ac-ft
Domestic Conservation Efficiencies (DOM)	Fund domestic conservation for City of Leavenworth and Chelan County consisting of metering, pipe replacement, and rural conservation designed to achieve domestic savings at \$2,500/ac-ft. <b>GUARANTEED</b>	\$2 M	0.5	cfs	400	ac-ft
Leavenworth National Fish Hatchery Conservation, Water Quality Improvements (FLOW) (HAB) (LNFH) (LAWS)	Combination of on-site reuse, effluent pump-back, and wellfield enhancements. Flow benefit is nonconsumptive and reach-specific. <b>FIRM, REACH BENEFITS IN HISTORIC CHANNEL</b>	\$20 M	20	cfs	14,454	ac-ft
Eight-Mile Lake Restoration Project (FLOW) (HAB) (DOM) (AG)	Restore Eight-Mile Lake from existing volume of 1,375 ac-ft to normal permitted pool volume of 2,500 ac-ft, 60-day flow benefit (and winter flow benefit). Flow benefit can be adapted to shorter duration / higher peak flows. <b>INTERRUPTIBLE/GUARANTEED, REACH BENEFITS FROM EIGHT-MILE LAKE TO WENATCHEE RIVER</b>	\$1.6 M	9.5	cfs	1,125	ac-ft
Water Markets (AG)	Create an Icicle Water Bank, seed with an initial acquisition of 1,000 ac-ft at \$3,000 / ac-ft for for interruptible ag. users during times of shortage and instream flows. <b>INTERRUPTIBLE/GUARANTEED, IN ICICLE AND/OR WENATCHEE RIVER</b>	\$3 M	3.4	cfs	1,000	ac-ft
Habitat improvements in Icicle Creek, land acquisition (HAB)	Riparian plantings, engineered log jams, conservation easements, and other habitat projects. Land acquisition coordinated with the Upper Wenatchee Community Lands Plan and opportunities identified in the Icicle Basin.	\$2.5 M	2.7	miles	2000	acres
Rehabilitate Leavenworth Hatchery Intake, Operational Improvements at Structure 2, Icicle Creek Passage, Tribal Fisheries Improvements (HAB) (TRIBAL)	Replace delapidated sections of intake piping, improve passage in Icicle Creek including to Upper Icicle Creek, reoperation of Structure 2 and Hatchery Channel, increased tribal fishing access/amenities.	\$6.5 M	Improve fish passage and hatchery operation			
LNFH / COIC Screening Improvements, IPID Screening, City of Leavenworth (HAB) (LAWS)	Improve existing screens to current standards. IPID/City of Leavenworth screening project to be completed in advance of Boulder Field implementation.	\$5 M	Improve fish passage and hatchery operation			
Instream Flow Rule Amendment (DOM)	Modify WAC 173-545 Icicle Reserve from interim level of 0.1 cfs to final level of 0.5 cfs	\$50 K	0.4	cfs	400	ac-ft
<b>Guiding Principles</b>	<b>How Does This Integrated Plan Option Meet the Guiding Principles?</b>					
Improve Instream Flow (FLOW)	100 cfs average year goal met (≈140 cfs), 60 cfs drought year goal met (≈67 cfs).					
Sustainable Leavenworth National Fish Hatchery (LNFH)	Goal of source redundancy, restored capacity, fish rearing, water quality, and passage met.					
Protect Tribal Treaty and Non-Tribal Harvest (TRIBAL)	Instream flow improvement balanced by preservation of fishery, with adaptive management strategy in place, amenity and access increases.					
Improve Domestic Supply (DOM)	Peak domestic need of 4,100 ac-ft met (≈10K available), if storage releases mitigating consumptive use when instream flows are not met (credits for natural flow availability and return flow).					
Improve Agricultural Reliability (AG)	Restoration goal of about 225 ac-ft (1,600 ac-ft total for IPID), 1,000 ac-ft for agricultural interruptibles met.					
Enhance Icicle Creek Habitat/Passage/Screens (HAB)	Goal of additional habitat improvement met with adaptive management.					
Comply with State and Federal Law, Wilderness Acts (LAWS)	Goal met through project check requirement on all permits and environmental review.					
Long-term projects to achieve 250 cfs could include the IPID Dryden Pump Exchange, conservation and markets, Snow Creek diversion project, Upper Klonaqua storage, etc. Flow benefits based on storage can be shaped for further flow benefits based on seasonal releases. For example, if IPID Pump Exchange and Eight-Mile releases could be combined to increase drought year low-month benefit to approximately 102 cfs.						

Quantity (cfs)



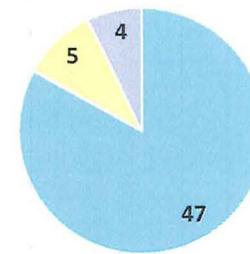
- Conservation (LNFH)
- Conservation (Agriculture)
- Conservation (Municipal)
- Storage (Optimization)
- Storage (Restoration)
- Water Markets
- Instream Flow Amendment

Water Supply Benefit (cfs)  
Average Year  
Augments Low Flow of 63 cfs



- FLOW/HAB
- DOMESTIC
- AG

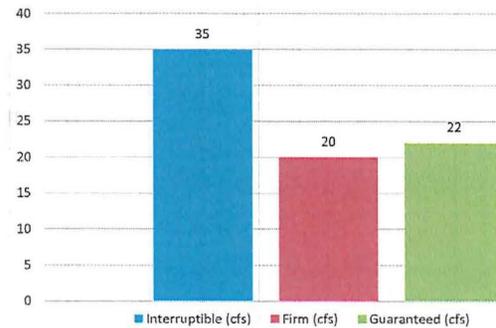
Water Supply Benefits (cfs)  
Drought Year  
Augments Low Flow of 20 cfs



- FLOW/HAB
- DOMESTIC
- AG



Water Supply Benefit (77 cfs)  
Average Year Pedigree of Water



# ICICLE CREEK STRATEGY Q&A

## ***The Icicle Creek Strategy***

The Icicle Creek Strategy is a cooperative effort by local, state and federal agencies, tribes, irrigation and agricultural interests and environmental organizations to address chronic water supply issues in the Icicle Creek Watershed. Instream flows for fish will more than double under the strategy and additional water supply will be secured for agricultural and domestic use.

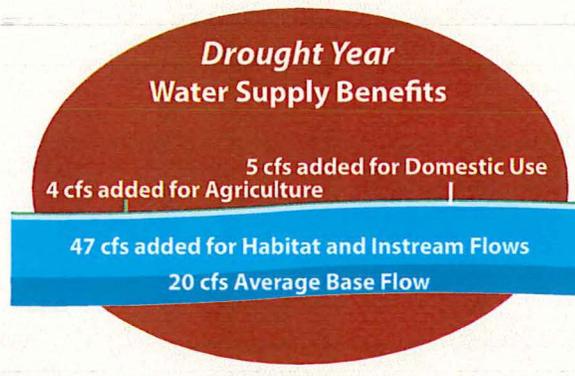
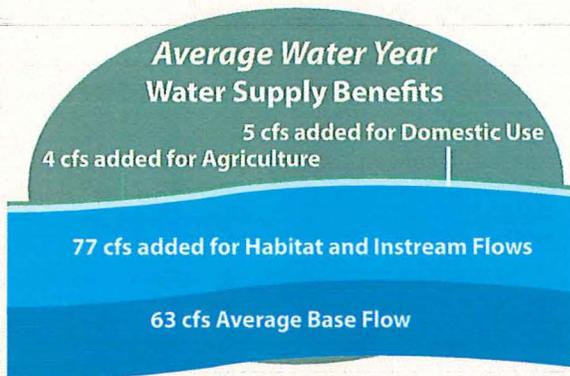
## **Questions and Answers**

1. Why was the Icicle Work Group (IWG) convened?
  - A. The Icicle Work Group (IWG) was convened to provide a non-litigious opportunity for all parties to explore and find collaborative solutions for improving the Icicle Watershed.
2. Who convened the IWG?
  - A. The Department of Ecology's Office of Columbia River and Chelan County co-convened the IWG.
3. Who are the members of the IWG?
  - A. The IWG is made up a broad coalition of stakeholders representing local, state, and federal agencies, tribes, irrigation and agriculture interests, and environmental organizations.
4. What is the purpose of the IWG?
  - A. The purpose of the IWG is to develop a comprehensive water resource management strategy to achieve multiple instream and out-of-stream benefits through investment in conservation, storage restoration and reoperation, water marketing, habitat, and fish passage projects.
5. What is the goal of the IWG?
  - A. The goal of the IWG is to implement the Icicle water resource management strategy through investment in a suite of projects (also referred to as the integrated base package) targeting substantive flow benefit in the late summer/early fall.
6. How are goals of the IWG measured?
  - A. The IWG has attached numeric goals for each of 8 Guiding Principles, including providing adequate streamflow, a sustainable Leavenworth National Fish Hatchery, improving agricultural reliability, additional domestic supply, habitat enhancements, tribal and non-tribal harvest protection, and State, Federal, and Wilderness Act compliance."
7. What types of projects are being considered?
  - A. Projects that are being considered meet one or more of the IWG guiding principles. The IWG has adopted a base package that combines robust conservation measures (at Leavenworth National Fish Hatchery, and from local irrigators and municipalities) with restoration and reoperation of existing storage reservoirs (operated by Icicle Peshastin Irrigation District and Leavenworth National Fish Hatchery), investments in water marketing, habitat, and fish passage and screening improvements.
8. What is the price tag of the IWG project package?
  - A. Appraisal level cost estimates forecast that an integrated base package meeting all of the Guiding Principles adopted by the IWG are in the range of \$65M to \$85M.



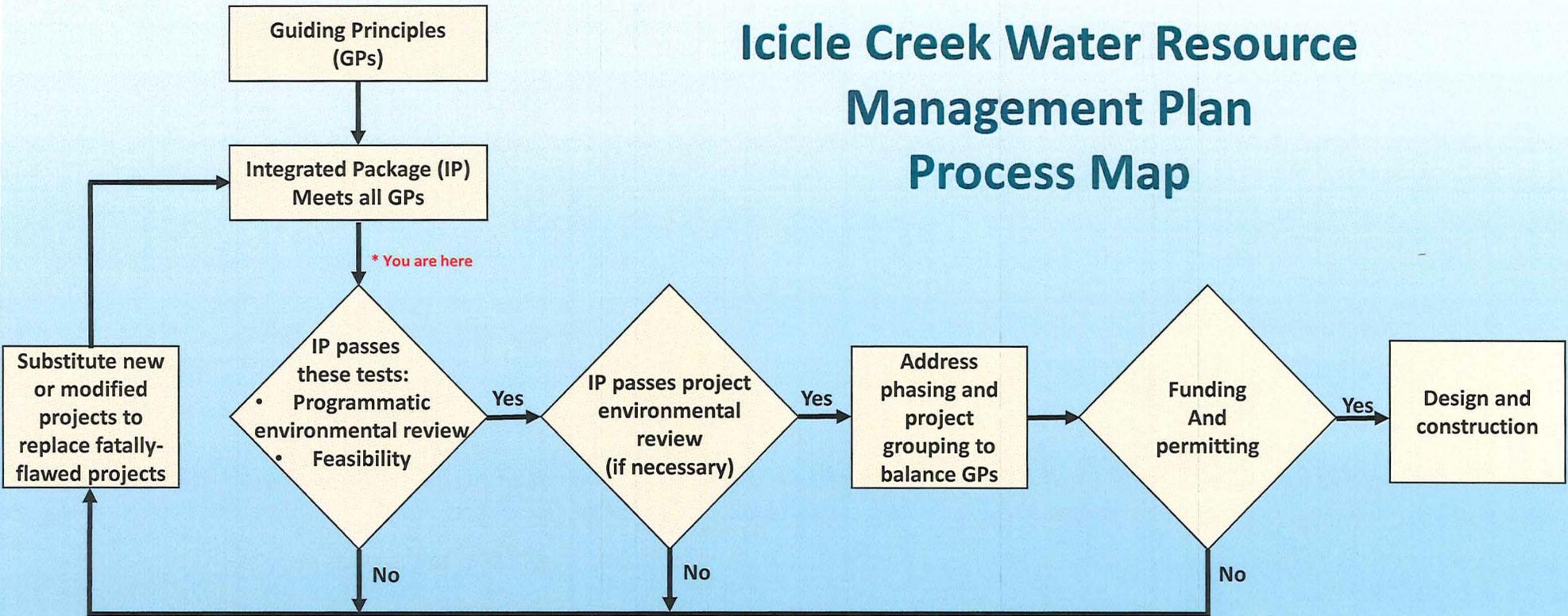
# ICICLE CREEK STRATEGY Q&A

9. What happens if a particular project endorsed by the IWG cannot be constructed or permitted?
- A. The IWG has pledged to collaboratively develop projects to meet all of the Guiding Principles. If a particular project designed to fulfill a Guiding Principle is fatally flawed, the IWG will propose another project to take its place.
10. What is the end use for all the projected new developed water supply?
- A. Newly developed water supply will improve Instream flows substantially, restore agricultural reliability, meet domestic & municipal needs through 2050, and preserve/protect tribal and non-tribal fishing.
11. What is the end use for all the projected new developed water supply?
- A. Newly developed water supply will improve Instream flows substantially, restore agricultural reliability, meet domestic & municipal needs through 2050, and preserve/protect tribal and non-tribal fishing.



12. Who should I contact for more information?
- A. Mike Kaputa, Chelan County Natural Resources Director, (509)- Mike.Kaputa@CO.CHELAN.WA.US
- Melissa Downes, Ecology's Office of Columbia River Technical Project Lead, (509) 454-4259 or melissa.downes@ecy.wa.gov

# Icicle Creek Water Resource Management Plan Process Map



# Icicle Creek

## Integrated Water Resource Management Plan

ICICLE WORK GROUP

NOVEMBER 2015

In 2012, the Icicle Work Group (IWG), a diverse set of stakeholders representing local, state and federal agencies, tribes, irrigation and agricultural interests and environmental organizations, convened to find a solution to chronic water supply problems affecting families, farms, and fish in the Icicle Creek Basin. Their work resulted in the adoption of an integrated package of projects to meet agricultural and domestic water supply needs while increasing the amount of instream flow required to maintain healthy fish populations.

### **The Projects**

#### **Alpine Lakes Reservoirs Optimization, Modernization and Automation**

Modernize and optimize releases of six existing reservoirs for instream flow benefit.

#### **Irrigation Efficiencies**

Piping and lining of Cascade Orchard Irrigation Company and Icicle-Peshastin Irrigation District canals to conserve water for fish.

#### **Domestic Conservation Efficiencies**

Pipe replacement, metering and technical assistance to conserve domestic water supply.

#### **Leavenworth National Fish Hatchery Conservation, Water Quality Improvements**

Projects to improve LNFH water supply and reliability and to enhance tribal and recreational fish harvest:

- Groundwater Augmentation - Restore diminished groundwater supply through new well construction to meet temperature and pathogen standards.
- Effluent Pumpback - Utilize hatchery effluent water to augment groundwater supply and instream flows.
- Hatchery Conservation - Install recirculating tanks to benefit instream flows.

#### **Eightmile Lake Restoration Project**

Restore Eightmile Lake Reservoir to permitted high water mark for instream flow and to improve agricultural reliability and provide domestic supply benefits.

#### **Water Markets**

Create a voluntary Icicle water market to improve agricultural reliability.

#### **Habitat Protection and Enhancement**

Restoring, improving and protecting habitat throughout the Icicle Creek Watershed for fish and wildlife.

#### **Fish Passage**

Improve fish passage in Icicle Creek by assessing and removing barriers.

THE OFFICE OF  
COLUMBIA RIVER  
DEPARTMENT OF  
ECOLOGY  
Water for Families, Farms, and Fish



# Icicle Creek Comprehensive Water Management Plan

## Projects with Potential Federal Nexus



### NEPA

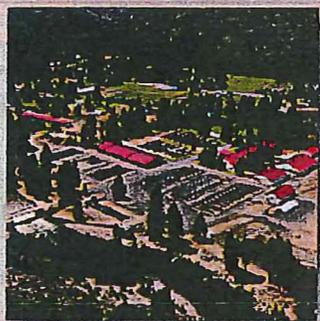
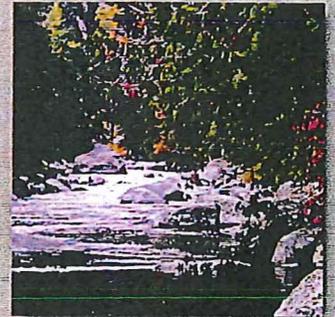
Many of the projects proposed under the Icicle Creek Comprehensive Water Management Plan will require a NEPA review. The Washington State Department of Ecology and Chelan County will conduct robust SEPA process resulting in a Programmatic EIS as a foundation for future project-level environmental reviews, and as a NEPA source document.

*Estimated Cost: \$TBD following SEPA Scoping*

### Alpine Lakes Optimization, Modernization, and Automation

Leavenworth National Fish Hatchery (LNFH) operates Snow and Nada Lakes to augment hatchery water supply. This project will allow managed release from these reservoirs, along with 4 others operated by Icicle Peshastin Irrigation District, via upgraded, automated structures. Release levels could be changed remotely to match environmental conditions and demand. Benefits include improved operational flexibility and reliability and an estimated 30 cfs of instream flow benefit in Icicle Creek.

*Estimated Cost: \$680,000*



### LNFH Conservation and Capacity Augmentation

To meet conservation goals established by NOAA Fisheries' Biological Opinion and the IWG Guiding Principles, LNFH is evaluating effluent pump back, wellfield enhancement, and circular reuse tanks. Cumulatively, the projects could provide up to 20 cfs of flow benefit and increased reliability at LNFH.

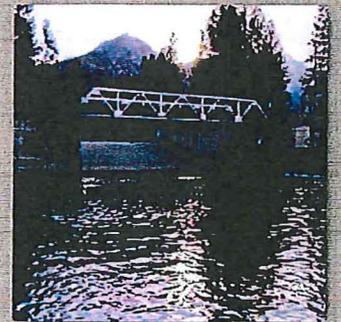
- Effluent Pump Back – pump effluent water into hatchery canal to recharge wells. A pilot project conducted this summer provided increased well reliability and decreased diversion rates.
- Wellfield Enhancement Project – develop a new wellfield hydraulically connected to Icicle Creek, resulting in decreased recharge water diverted from the creek.
- Circular Reuse Tanks – upgrading from raceways would improve efficiency and operation.

*Estimated Cost: \$20,000,000*

### LNFH Intake, Operational Improvements at Structure 2 and Tribal Fisheries Improvements

The Intake, Structure 2 and Tribal Fisheries Improvements Project would replace dilapidated sections of intake piping, provide for the reoperation of Structure 2 and the Hatchery Channel, and preserve tribal fishery harvest through increased tribal fishing access and amenities, and an adaptive management plan to address flow-related impacts on the current fishing area at LNFH.

*Estimated Cost: \$6,500,000*



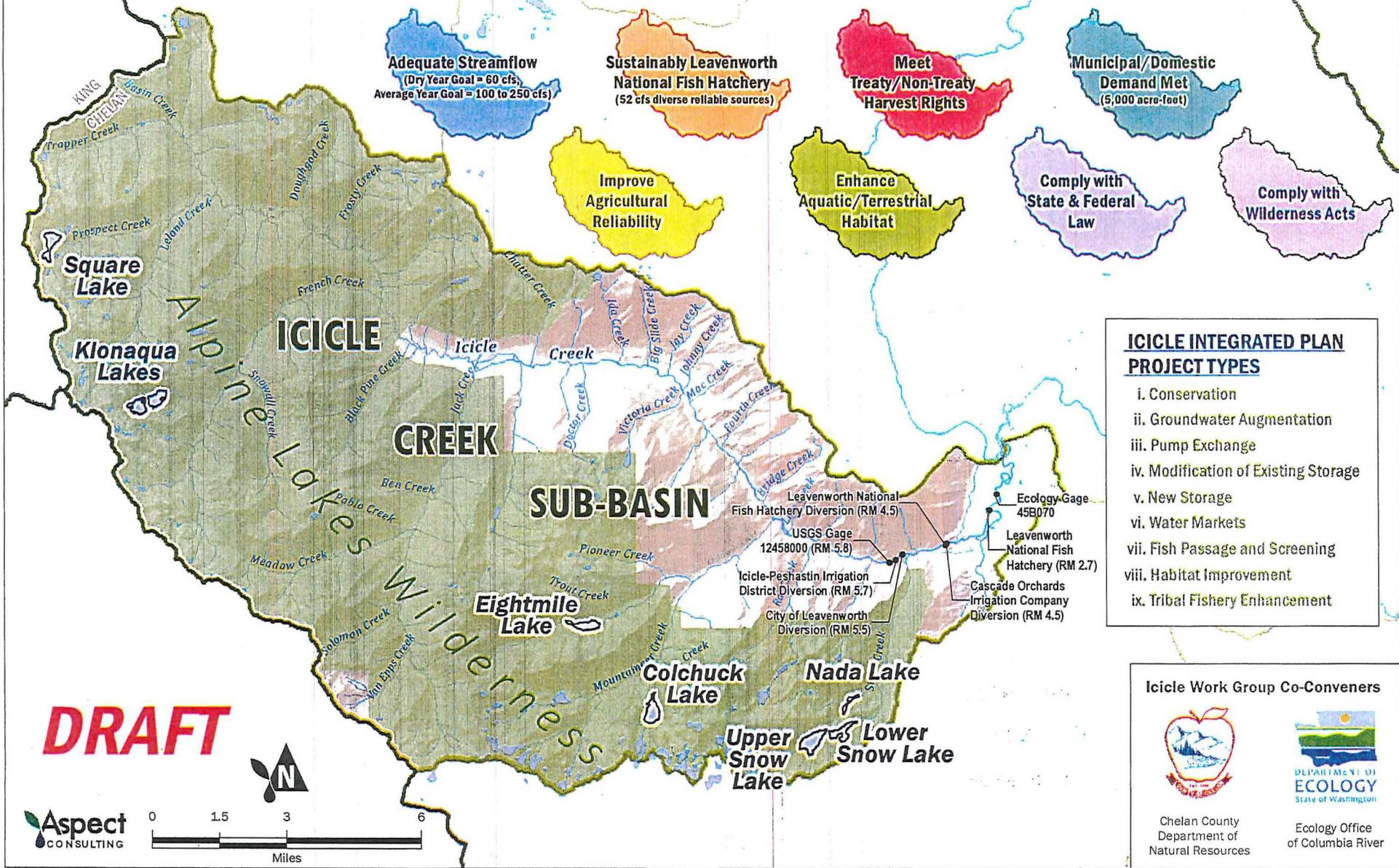
### LNFH/COIC Screen Improvements

Cascade Orchard Irrigation Company (COIC) shares a screened diversion with LNFH and has an agreement governing their shared diversion. In coordination with the above-described improvements, the intake system will be rehabilitation and new screens installed to improve passage and hatchery operations. Additionally, COIC is analyzing efficiency infrastructure improvements. Increased efficiency will improve conservation, operation and water availability, and may result in a relocated diversion and screen. This project will help LNFH meet NOAA Fisheries' Biological Opinion requirements.

*Estimated Cost: \$2,500,000*

# ICICLE CREEK WATER RESOURCE MANAGEMENT STRATEGY

The purpose of the Icicle Creek Work Group (“Work Group”) is to develop a comprehensive Icicle Creek Water Resource Management Strategy through a collaborative process that will achieve diverse benefits defined by all of the Guiding Principles below. The Work Group will use best available science to identify and support water management solutions that lead to implementation of high-priority water resource projects within the Icicle Creek drainage.



**Adequate Streamflow**  
(Dry Year Goal = 60 cfs,  
Average Year Goal = 100 to 250 cfs)

**Sustainably Leavenworth  
National Fish Hatchery**  
(52 cfs diverse rollable sources)

**Meet  
Treaty/Non-Treaty  
Harvest Rights**

**Municipal/Domestic  
Demand Met**  
(5,000 acre-foot)

**Improve  
Agricultural  
Reliability**

**Enhance  
Aquatic/Terrestrial  
Habitat**

**Comply with  
State & Federal  
Law**

**Comply with  
Wilderness Acts**

- ICICLE INTEGRATED PLAN  
PROJECT TYPES**
- i. Conservation
  - ii. Groundwater Augmentation
  - iii. Pump Exchange
  - iv. Modification of Existing Storage
  - v. New Storage
  - vi. Water Markets
  - vii. Fish Passage and Screening
  - viii. Habitat Improvement
  - ix. Tribal Fishery Enhancement

**Icicle Work Group Co-Conveners**



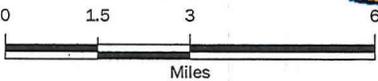
Chelan County  
Department of  
Natural Resources



DEPARTMENT OF  
ECOLOGY  
State of Washington

Ecology Office  
of Columbia River

**DRAFT**



# ICICLE CREEK INTEGRATED WATER RESOURCE MANAGEMENT PLAN PROJECTS

## Protect Tribal Fishery

Implement an adaptive management plan to monitor and protect tribal harvest.

## Fish Screen Compliance

Replace all fish screens that are out of compliance on Icicle Creek.

## Instream Flow Rule Amendment

Modify Icicle Instream Flow Rule (WAC 173-545) for domestic supplies concurrent with increased flows in Icicle Creek.

## *Icicle Creek Workgroup Membership*

- Confederated Tribes of the Yakama Indian Nation
- Confederated Tribes of the Colville Reservation
- U.S. Bureau of Reclamation
- U.S. Fish and Wildlife Service – Leavenworth National Fish Hatchery
- National Oceanic and Atmospheric Administration Fisheries
- Washington State Department of Fish and Wildlife
- Washington State Department of Ecology
- Icicle and Peshastin Irrigation District
- City of Leavenworth
- City of Cashmere
- Chelan County
- Cascade Orchard Irrigation Company
- Icicle Creek Watershed Council
- Washington Water Trust
- U.S. Forest Service
- Trout Unlimited – Washington Water Project

## *Contacts*

For more information, please contact:

Name  
Title, Organization  
Email  
Phone

Name  
Title, Organization  
Email  
Phone

etc

# Eightmile Lake Restoration Appraisal

**DRAFT**

## ICICLE COMPREHENSIVE WATER RESOURCES STRATEGY

More Information Available at <http://www.co.chelan.wa.us/natural-resources/>

### PROJECT DESCRIPTION

Eightmile Lake is one of four Alpine Lakes currently managed by Icicle Peshastin Irrigation District (IPID) for supplemental irrigation water. IPID typically releases water from one lake each year on a rotating basis to supplement irrigation supply and to perform routine maintenance. In drought years, water is released from all four lakes.

In recent years, ice and flooding damaged water storage control structures on Eightmile Lake, resulting in lower storage capacity.

The Icicle Work Group (IWG) evaluated four storage scenarios at Eightmile Lake. These scenarios included installing a siphon, rebuilding the dam to restore maximum water surface elevation, and rebuild the dam to increase storage. These proposed projects would provide 2,000 acre-feet, 2,500 acre-feet and 3,500 acre-feet of water. The IWG elected to restore storage to 2,500 acre-feet.

**Lead Entity : Icicle-Peshastin Irrigation District**

**Estimated Project Cost: \$1.6 Million**

### PROJECT BENEFIT

- IPID to receive benefit in drought years (225 acre-feet)
- Leavenworth and Chelan County to receive water (900 acre-feet consumptive use, 3,600 acre-feet total)
- Instream flow benefits 9.5 cfs (1,125 acre-feet) from Eightmile Lake to RM 0.0 in Icicle Creek from August through September
- Additional instream flow benefits to mainstem Wenatchee and Columbia River
- Flexibility in flow management
- Improves storage reliability and management
- Meets domestic demand for the City of Leavenworth
- Meets domestic demand for Chelan County

### PROJECT BENEFIT

- Improves instream flow
- Improves domestic supply
- Improves agricultural reliability
- Enhances Icicle Creek habitat and passage

### TIMELINE TO IMPLEMENT

- 2014– Appraisal Study Completed
- 2015– Environmental Review and Feasibility Studies
- 2016– Permitting and Design
- 2017– Construction

### PROJECT BENEFIT

- Working in Wilderness Area, remote access for construction, storage water rights
- Coordinated with Alpine Lakes Automation Project
- Data gaps include permitting and construction feasibility, impacts and storage/release timing

### EXISTING and ONGOING STUDIES

- Icicle Creek Target Flow Report of the Leavenworth National Fish Hatchery, 2004, Montgomery Water Group; Icicle Creek RM 3.9 to RM 4.5.
- Lower Icicle IFIM, 2005, US Bureau of Reclamation; Basis for Wenatchee Instream Flow Rule (WAC 173-545); Icicle Creek RM 0.0 to RM 2.7.
- Instream Flow Incremental Methodology (IFIM) Study, (Ongoing), US Fish and Wildlife Service; Icicle Creek RM 2.7 to RM 3.8.
- Appraisal Study Eightmile Lake Storage Restoration, 2015, Anchor QEA; Icicle Creek RM 0.0 to RM 9.0

Revision Date: August 10, 2015

