



City of Leavenworth

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City Council
Carl J. Florea - *Mayor*
Carolyn Wilson
Mia Bretz
Sharon Waters
Clint Strand
Jason Lundgren
Anne Hessburg - *Mayor Pro Tem*
Position No. 2 - *Vacant*
Joel Walinski - *City Administrator*

LEAVENWORTH CITY COUNCIL AGENDA

Leavenworth City Hall – Council Chambers

February 11, 2020 – 6:30 PM

Call to Order

Flag Salute

Roll Call

Consent Agenda

1. Approval of Agenda
2. Approval of January 28, 2020 Regular Meeting Minutes
3. January 2020 Payroll \$252,907.42
4. 2020 Claims \$151,280.15
5. Set Public Hearing for LMC 3.44 Authorizing Tax for Affordable Housing Per HB 1406 on March 10, 2020 @ 6:45 PM

Council Committees – 2nd Tuesday

Economic Development 3:00 PM

Parks 4:00 PM

Public Works 5:00 PM

Public Safety Report: Sergeant Scott Lawrence, Liaison Officer

Councilmember and Committee Reports

Mayor / Administration Reports

Comments from the Public on Items Not on the Agenda

Presentation: Link Transit Update on New Funding – Richard DeRock

Public Hearing: LMC Chapter 3.42 Affordable Housing Grant/Loan Program

Resolutions, Ordinances, Orders, and Other Business

1. Action: Ordinance 1606 – Chapter 3.42 Affordable Housing Grant/Loan Program
2. Action: Appropriation of Lodging Tax Group Funding Requests
3. Action: 2020 Pacific Security Contract
4. Action: Authorize to Advertise Request for Qualifications – Transportation Element Update
5. Action: Authorize to Advertise Request for Qualifications – Housing Action Plan
6. Action: Employment Settlement Agreement – City Administrator
7. Action: Wastewater Treatment Plant Bid Award

Information Items for Future Consideration

1. Salary Schedule Update – Pool Employees on February 25, 2020

Adjournment

(Next Ordinance is 1607 – Next Resolution is 02-2020)

SUPPLEMENTAL COUNCIL AGENDA

1. Ordinance 1606 – Chapter 3.42 Affordable Housing Grant/Loan Program

The City Council is being asked to consider the codification of an Affordable Housing Grant/Loan program authorized by RCW 35.21.685 and historically used by the City, based on past Resolutions 01-1997, 10-2000, and 02-2002, to assist in the development or preservation of publicly or privately owned housing for persons of low-income. For this program, low-income is defined as eighty-percent of the average median income of Chelan County.

COUNCIL GOALS

<i>Revenue & Fiscal Health</i>	Is the request/action (Ordinance/Resolution) consistent with the Financial Policy?	✓
<i>Infrastructure</i>	Does the request/action support a safe and efficient infrastructure?	
<i>Economic Development Growth and Vitality</i>	Is the request/action supportive of the Old-World Bavarian Theme or promote the diversification of the economic base?	
<i>Transparency and Accountability</i>	Does the request/action further public understanding and engagement?	✓
<i>Community Building</i>	Is the request/action supporting residential needs for housing, safety, transportation, affordable governmental services?	✓

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

- Ordinance 1606 with Exhibit A, LMC Chapter 3.42
- RCW 35.21.685
- **MOTION:** *The Leavenworth City Council moves to approve an Affordable Housing Grant/Loan Program codified under Leavenworth Municipal Code, Chapter 3.42.*

2. Appropriation of Lodging Tax Grant Funding Requests

The City Council is being asked to approve the expenditure of the Lodging Tax Grant Funding Requests for 2020. The total available funding for Festivals/Events is budgeted at \$15,000 with a limit of \$3,000 per applicant; total requests received for this group is \$11,465. The Hospitality/Special Projects budget is \$30,000 with a limit of \$7,500 per applicant; total requests received for this group is \$23,360. This year, the City received a total of ten applications for the 2020 Lodging Tax Group Funding Programs, which includes six (6) for Festivals/Events and four (4) for Hospitality/Special Projects. A summary spreadsheet is included identifying each of the applicants, the total funds requested, and the recommendation for allocations by the Economic Development Committee. In scoring the applications, the Committee concurred on one unanimous score per requestor and those totals are provided on a separate sheet.

The Committee met on January 27, 2020 to review, score and identify the recommended allocations. Many of the requests have been fully funded per the applicant's request with the exception of two applicants that are further reviewed below. Through the review process, the Committee found a need to consider some changes to the application and the score sheets; this will be reviewed in the fall of 2020 when the new committee members review the process for 2021. Suggested changes for the application include creating the form into a fillable pdf version, so it

can discourage a wide variety of uses in different formats, reformatting the structure of the questions to shorten the length of the form, and removal of any duplicated questions. Suggested changes for the score sheet include removal or amendment of some questions and consideration for awarding dollars based on score totals; this year there was not an issue with awarding requests, as they did not exceed the dollars available; however, future years may have requests that exceed the dollars available, which will require consideration of reduced funding scenarios. For both programs the Committee did not utilize the question “Development of key community assets that function as point destinations, or venues for multi-purpose events, and serve on a year-round basis.”; this question was found to be difficult to understand and, in most cases, irrelevant to the applicant’s request. Additionally, the Committee had concerns with scoring the question for the Tourism Hospitality/Special Projects “Projects/events that demonstrate citywide benefit”; this question either was irrelevant or could be considered as a citywide benefit for all requests depending on what perspective the scorer had. Based on these concerns, these two questions were left unscored.

In scoring the individual requests, the Committee found that almost all of the applicants met the minimum criteria of the intent of Tourism Promotion, which is to increase hotel occupancy/overnight stays and ensures allowable uses of the funds for marketing and advertising; all applicants met the non-profit requirement. Some of the Festival/Event requests included operational type expenditures; however, the Committee has directed that awards be provided with the stipulation that the funds only be used for marketing and advertising; this could have concern for the Charm Walk as a majority of their request is supplies. One request is recommended for a lower allocation while a second request was not funded; these are explained below.

The amended allocation is provided to the Wenatchee River Institute request for “Weddings at the Wenatchee River Institute.” In reviewing this application, the Committee recognized the marketing type expenditures which totaled \$2,000; the remaining \$500 was for equipment that would be used to support future profitable use, which the Committee did not consider as an appropriate use of lodging tax funds.

The unfunded request is for the Leavenworth Ski Hill Foundation request for “Kick Your Sticks for Cancer.” The Committee reviewed the data provided from the applicant that appears to identify little to no attendees from outside the area for a one day event, signifying no overnight stays (the application noted 25% of attendees come from an average of 15 miles, with some traveling 150 miles; however, no figures were provided on total attendance). In addition, the request for funds was solely for operational supplies and no marketing or advertising. If left unfunded by the Council, this applicant will be encouraged to apply again in the future for marketing/advertising purposes of their annual events and to provide more detail on potential overnight stays.

Two motions are provided below; Motion Option A accepts the full recommendation by the Economic Development Committee and Option B allows for the Council to amend the dollar amounts per each application.

COUNCIL GOALS

<i>Revenue & Fiscal Health</i>	Is the request/action (Ordinance/Resolution) consistent with the Financial Policy?	✓
<i>Infrastructure</i>	Does the request/action support a safe and efficient infrastructure?	
<i>Economic Development Growth and Vitality</i>	Is the request/action supportive of the Old-World Bavarian Theme or promote the diversification of the economic base?	✓

<i>Transparency and Accountability</i>	Does the request/action further public understanding and engagement?	✓
<i>Community Building</i>	Is the request/action supporting residential needs for housing, safety, transportation, affordable governmental services?	

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

- Summary Spreadsheet of Applicants
- Economic Development Committee Score Results
 - **MOTION OPTION A:** *The Leavenworth City Council moves to approve the 2020 Lodging Tax Grant Recommendations as presented by the Economic Development Committee for Festivals & Events and Tourism Hospitality & Special Projects.*
 - **MOTION OPTION B:** *The Leavenworth City Council moves to approve*
 \$ _____ for _____, \$ _____ for _____,
 \$ _____ for _____, \$ _____ for _____,
 \$ _____ for _____, \$ _____ for _____,
 \$ _____ for _____, \$ _____ for _____
for the use of the Lodging Tax Group Funds for the 2020 Lodging Tax Grant Recommendations for Festivals & Events and Tourism Hospitality & Special Projects.

3. 2020 Pacific Security Contract

The City Council is being asked to review and approve a Professional Services Agreement with Parker Corporate Services, Inc. dba Pacific Security for onsite security services for the Leavenworth downtown commercial area and surrounding residential areas; officers perform the duties of parking enforcement throughout the City and provide on call investigation services for the enforcement of overnight rental violations. The full contract amount for 2020 is a not to exceed amount of \$60,157.05. The officers provide an additional public safety presence throughout the downtown, parks, and residential neighborhoods; and the officers also have access to the Chelan County Sheriff's Office in the event they witness a crime or observe suspicious activity.

Last year the City conducted interviews with Pacific Security and Phoenix Protective Corp to ensure that our ongoing contract costs are in alignment. Both companies are on the state bid program and each of them interviewed well that would provide similar services; however, Pacific Security did provide the lower bid price by nearly \$10,000 annually; therefore, the City opted to continue our annual contract with Pacific Security. The recommendation for 2020 is to continue with Pacific Security; however, a change in parking enforcement as the parking plan is implemented may require changes in the scope of this contract in future years.

The additional "Security Patrol" began in September 2012 with subsequent contracts in 2013 and 2014; in each of those years, the contract was for extended periods from May through September and the month of December. This year's contract is similar to the service levels for the years 2015 – 2019. In 2014, the City began contracting with Pacific Security for parking enforcement at City parking lots and on street violations. In 2017 and 2018, the City amended the contract to assist the

City in overnight rental enforcement with Pacific Security providing 24-hour hotline and investigation services. Exhibit A provides a breakout of the three services and associated costs.

The City Council approves Sixty Thousand dollars (\$60,000) annually within the Lodging Tax Fund in the 2019-2020 Budget to be made available in order to provide this service and additional Sheriff deputy contracted services for festival support.

The “Parking Enforcement” service is for six random three-hour shifts six times per week, throughout the entire year; last year’s contract was slightly reduced due to an extension occurring on last year’s contract for the month of February 2019. In 2016, the City Council expanded this service and provided officers the authority to enforce yellow zone parking, overtime on street parking, and blocking of sidewalk travel areas. The not to exceed amount for this part of the contract is Twenty Thousand and Five Hundred and Ninety-One dollars and sixty-four cents (\$20,591.64) The officer would provide the necessary information, photos, and written report to the City for invoicing of the overtime/no pay parking citations. As the parking plan moves forward the City will need to review code and parking enforcement resources as parking options change within Leavenworth. Pacific Security has been advised that a change in the contract language regarding parking enforcement under this agreement may need to change in 2020.

The total contract allocation being requested for 2020 for Pacific Security, which includes security patrols, parking enforcements, and on-call services for overnight rental investigations is \$60,157.05. Below is a breakdown of the total contract comparing 2018 to 2019 to 2020:

Services	2018 Cost	2019 Cost	2020 Cost
Parking Enforcement	\$23,152.50	\$18,577.00	\$20,591.64
Downtown Patrols	\$28,835.00	\$25,770.00	\$26,224.41
Vehicle	\$0.00	\$10,450.00	\$11,913.00
Overnight Rental	\$10,000.00	\$5,000.00	\$5,000.00
Total:	\$61,987.50	\$59,797.00	\$60,157.05

The agreement is a template of the City agreement that has been provided and reviewed by the City Attorney. The Public Safety Committee did review the draft proposal at their last meeting and have recommended moving forward with the approval of this agreement.

COUNCIL GOALS

<i>Revenue & Fiscal Health</i>	Is the request/action (Ordinance/Resolution) consistent with the Financial Policy?	✓
<i>Infrastructure</i>	Does the request/action support a safe and efficient infrastructure?	
<i>Economic Development Growth and Vitality</i>	Is the request/action supportive of the Old-World Bavarian Theme or promote the diversification of the economic base?	
<i>Transparency and Accountability</i>	Does the request/action further public understanding and engagement?	✓
<i>Community Building</i>	Is the request/action supporting residential needs for housing, safety, transportation, affordable governmental services?	✓

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

- Professional Service Agreement with Exhibit A: Proposal & Scope of Services, Pacific Security.
- Pacific Security Services Proposal Handout

- **MOTION:** *The Leavenworth City Council moves to approve and authorizes the Mayor to sign the 2020 Professional Services Agreement with Pacific Security for security patrols and parking enforcement patrols for an amount not to exceed Sixty Thousand and One Hundred and Fifty-Seven dollars and five cents (\$60,157.05).*

4. Authorize to Advertise Request for Qualifications – Transportation Element Update

The City Council is being asked to authorize the posting and publication of a request for proposals and qualifications (RFP/Q) to review and update the Transportation Element. This project rated as a priority item on the 2020 Docket. Funding for this project is expected from the General Fund and the RFP/Q estimates \$60,000-\$75,000 but does not limit consultants from proposing tasks and budgets outside the City’s estimated costs. The objectives for the update are to incorporate the Parking Study, the Upper Valley Highway 2 Corridor Study, review peak hour and level of service policies, and update the 20-year Transportation Plan. It is noted in the RFP/Q that review of other Comprehensive Plan elements may be necessary to ensure that any changes to the Transportation Element remain consistent with the remaining document.

The review of the proposals will be by select members of the City Public Works and Economic Development Committees and key staff. Interviews may be conducted prior to making a recommendation to the City Council.

COUNCIL GOALS

<i>Revenue & Fiscal Health</i>	Is the request/action (Ordinance/Resolution) consistent with the Financial Policy?	
<i>Infrastructure</i>	Does the request/action support a safe and efficient infrastructure?	✓
<i>Economic Development Growth and Vitality</i>	Is the request/action supportive of the Old-World Bavarian Theme or promote the diversification of the economic base?	
<i>Transparency and Accountability</i>	Does the request/action further public understanding and engagement?	✓
<i>Community Building</i>	Is the request/action supporting residential needs for housing, safety, transportation, affordable governmental services?	✓

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

- Draft Request for Proposals/Qualifications for Transportation Element Update
 - **MOTION:** *The Leavenworth City Council moves to authorize the posting and publication of the Request for Proposals/Qualifications for the Transportation Element Update.*

5. Authorize to Advertise Request for Qualifications – Housing Action Plan

The City Council is being asked to authorize the posting and publication of a request for proposals and qualifications (RFP/Q) for the Housing Action Plan. This project is grant funded from the Department of Commerce and requires specific data collection, analysis, and implementation for housing needs. The grant requires that all work be completed by June 2021; however, the goal is to complete the Housing Action Plan in the fall of 2020 so that the City Planning Commission may continue to work on housing related needs for the community.

The review of proposals will be by the City Housing Committee and key staff. Interviews may be conducted prior to making a recommendation to the City Council.

COUNCIL GOALS

<i>Revenue & Fiscal Health</i>	Is the request/action (Ordinance/Resolution) consistent with the Financial Policy?	
<i>Infrastructure</i>	Does the request/action support a safe and efficient infrastructure?	
<i>Economic Development Growth and Vitality</i>	Is the request/action supportive of the Old-World Bavarian Theme or promote the diversification of the economic base?	✓
<i>Transparency and Accountability</i>	Does the request/action further public understanding and engagement?	✓
<i>Community Building</i>	Is the request/action supporting residential needs for housing, safety, transportation, affordable governmental services?	✓

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

- Draft Request for Proposals/Qualifications for the Housing Action Plan
 - **MOTION:** *The Leavenworth City Council moves to authorize the posting and publication of the Request for Proposals/Qualifications for the Housing Action Plan.*

6. Employment Settlement Agreement – City Administrator

The City Council is being asked to review and consider for approval an Employment Settlement Agreement between the City of Leavenworth and the City Administrator, Mr. Joel Walinski. The Settlement Agreement is based on Mr. Walinski’s Employment Contract with the City and discussions between Mayor Florea and Mr. Walinski. The format for the agreement was provided by the City Attorney.

COUNCIL GOALS

<i>Revenue & Fiscal Health</i>	Is the request/action (Ordinance/Resolution) consistent with the Financial Policy?	✓
<i>Infrastructure</i>	Does the request/action support a safe and efficient infrastructure?	
<i>Economic Development Growth and Vitality</i>	Is the request/action supportive of the Old-World Bavarian Theme or promote the diversification of the economic base?	
<i>Transparency and Accountability</i>	Does the request/action further public understanding and engagement?	✓
<i>Community Building</i>	Is the request/action supporting residential needs for housing, safety, transportation, affordable governmental services?	

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

- Employment Settlement Agreement
 - **MOTION:** *The Leavenworth City Council moves to approve and authorizes the Mayor to sign the Employment Settlement Agreement with the City Administrator.*

7. Wastewater Treatment Plant Bid Award

The City Council will be discussing the Wastewater Improvement Project and the bids received at the morning Study Session. Depending on the outcome of that discussion the City Council may opt to award the bid at the evening meeting.

COUNCIL GOALS

<i>Revenue & Fiscal Health</i>	Is the request/action (Ordinance/Resolution) consistent with the Financial Policy?	✓
<i>Infrastructure</i>	Does the request/action support a safe and efficient infrastructure?	✓
<i>Economic Development Growth and Vitality</i>	Is the request/action supportive of the Old-World Bavarian Theme or promote the diversification of the economic base?	
<i>Transparency and Accountability</i>	Does the request/action further public understanding and engagement?	TBD
<i>Community Building</i>	Is the request/action supporting residential needs for housing, safety, transportation, affordable governmental services?	✓

There are no items included under **TAB 7**.

- **MOTION:** *To be determined.*

ORDINANCE NO. 1606

AN ORDINANCE OF THE CITY OF LEAVENWORTH, WASHINGTON, AUTHORIZING THE USE OF RCW 35.21.685, LOW-INCOME HOUSING – LOANS AND GRANTS, THROUGH ENACTING A NEW LEAVENWORTH MUNICIPAL CODE CHAPTER 3.42, AFFORDABLE HOUSING GRANT/LOAN.

WHEREAS, Washington Law authorizes City’s to provide grants and/or loans to assist in the development or preservation of publicly or privately owned housing for persons of low income by providing loans or grants of general municipal funds to the owners or developers of the housing; and,

WHEREAS, the City of Leavenworth has utilized this option in the past, through Resolutions 01-1997, 10-2000 and 02-2002; and,

WHEREAS, the City of Leavenworth desires to continue support for affordable housing in a consistent and transparent manner; and,

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

Section 1: The City of Leavenworth enacts and adopts a new Chapter to the Leavenworth Municipal Code, 3.42 entitled “Affordable Housing Grant/Loan Program”, Exhibit A (attached).

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

Passed by the City Council of the City of Leavenworth and approved by the Mayor this 11th day of February, 2020.

CITY OF LEAVENWORTH

APPROVED:

Carl J. Florea, Mayor

APPROVED AS TO FORM:

ATTEST:

Thom Graafstra, City Attorney

Chantell R. Steiner, Finance Director/City

Title 3 REVENUE AND FINANCE

Chapter 3.42 Affordable Housing Grant/Loan

Section 3.42.010 Established – Purpose.

The City has established an option for granting or loaning funds, in accordance with RCW 35.21.685 by resolutions 01-1997, 10-2000 and 02-2002, to assist in the development or preservation of publicly or privately owned housing for persons of low-income. Low-income under this chapter means eighty-percent of the average median income of Chelan County, or other applicable standard metropolitan statistical area.

Section 3.42.020 Application.

Any owner or developer of affordable housing in the City either as new development or preservation of existing development may request through the City Administrator or Mayor that the City provide loans or grants to finance all or a portion of the cost of construction, reconstruction, acquisition, or rehabilitation when the following conditions are met:

- A. The owner or developer requesting the grant/loan shall demonstrate that the project provides for affordable housing as defined in RCW 35.21.685; and,
- B. The owner or developer constructing the project and requesting the grant/loan is classified by the Internal Revenue Service as a 501(c)(3) tax exempt organization; and,
- C. The construction of the project involves one or more of the following elements:
 1. At least 500 hours of volunteer labor; or,
 2. At least \$100,000 of federal or state grant funding; or,
 3. At least 25% percent in private donations for any individual housing unit or duplex, where the balance of funding is to be derived from a traditional commercial bank loan.
- D. In the construction of the project a commitment is made where feasible, practicable and reasonable to utilize a competitive public bidding process.

Section 3.42.030 City Council Review.

The City Council may review a request for an Affordable Housing Grant/Loan during a Council meeting. However, any action to approve a request shall only occur if the item has been listed as an agenda item prior to the meeting. Action may be taken in the form of a resolution.

Section 3.42.040 Authority to Waive or Reduce Permit Fees.

For any development of or for any preservation of affordable housing qualifying under this chapter, notwithstanding any absence of or contrary authority under Title 15 of this Code and applicable City fee resolution to waive or reduce fees chargeable to such development or preservation, authority is hereby conferred on the City Council or its designee to waive or reduce such fees for such qualifying affordable housing.

Section 3.42.050 Authority to Waive or Reduce Connection Charges.

For any development of or for any preservation of affordable housing qualifying under this chapter, notwithstanding any absence of or contrary authority under Title 13 of this Code and applicable City fee resolution to waive or reduce such charges for connection to city water and sewer chargeable to such development or preservation, authority is hereby conferred on the City Council or its designee to waive or reduce such charges for such qualifying affordable housing.

Section 3.42.060 Saving Provision.

Should any waiver or reduction of fees or charges under this Chapter be determined unlawful, authority is hereby conferred on the City Council to appropriate funds as a grant to the developer of the affordable housing project to pay the fee or charge.

RCW 35.21.685

Low-income housing—Loans and grants.

A city or town may assist in the development or preservation of publicly or privately owned housing for persons of low income by providing loans or grants of general municipal funds to the owners or developers of the housing. The loans or grants shall be authorized by the legislative authority of the city or town. They may be made to finance all or a portion of the cost of construction, reconstruction, acquisition, or rehabilitation of housing that will be occupied by a person or family of low income. As used in this section, "low income" means income that does not exceed eighty percent of the median income for the standard metropolitan statistical area in which the city or town is located. Housing constructed with loans or grants made under this section shall not be considered public works or improvements subject to competitive bidding or a purchase of services subject to the prohibition against advance payment for services: PROVIDED, That whenever feasible the borrower or grantee shall make every reasonable and practicable effort to utilize a competitive public bidding process.

[1986 c 248 § 1.]

2020 Group Funding Recipients

	No. Years Funded	Requested Amount	Econ Committee Recommendations	Spent to Date	Remaining Funds
Festival/Events - \$15,000 / \$3,000 Cap					
Cascade Medical Foundation / Charm Walk	1	\$ 600.00	\$ 600.00	\$ -	\$ 600.00
Cascade Medical Foundation / Cascade Golf Classic (18th Annual)	0	\$ 1,600.00	\$ 1,600.00	\$ -	\$ 1,600.00
Leavenworth Soccer Club / Leavenworth Soccer Club Bavarian Battle	1	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00
Leavenworth Ski Hill Heritage Foundation / Kick Your Sticks for Cancer	0	\$ 2,065.00	\$ -	\$ -	\$ -
Waste Loop / Sustainable Living & Farm Tour (Formerly Simply Living Farm)	3	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00
Wenatchee River Institute / Bird Fest 2020 (18th Annual)	1	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00
SUBTOTAL		\$ 11,465.00	\$ 9,400.00	\$ -	\$ 9,400.00
Tourism Hospitality/Projects - \$30,000 / \$7,500 Cap					
Leavenworth Village Voices / Choral & Ensemble Concerts	0	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00
Upper Valley Historical Society / Greater Leavenworth Museum Relocation Project	0	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00
Wenatchee River Institute / Signs for Seasonal & Self-guided Walks	0	\$ 5,860.00	\$ 5,860.00	\$ -	\$ 5,860.00
Wenatchee River Institute / Weddings at the Wenatchee River Institute	0	\$ 2,500.00	\$ 2,000.00	\$ -	\$ 2,000.00
SUBTOTAL		\$ 23,360.00	\$ 22,860.00	\$ -	\$ 22,860.00
GRAND TOTAL		\$ 34,825.00	\$ 32,260.00	\$ -	\$ 32,260.00
Balance of Funds Remaining Both Programs Combined		\$ 10,175.00	\$ 12,740.00		\$ 12,740.00
Additional funds that may be expended from group funding:					
Ad for announcing group funding by City - \$130.52 in 2019				\$ -	
Autumn Leaf Festival ROW Permit paid by City (City Sanctioned Festival) - \$100 in 2019				\$ -	
Maifest ROW for Special Use Permit by City (City Sanctioned Festival)				\$ -	
TOTALS				\$ -	
Final Balance of Funds Remaining in Group Funding				\$ 12,740.00	

2020 Group Funding Recipients

Economic Development Committee Review 1/27/2020

Scoring Criteria for Festival/Events - \$15,000 / \$3,000 Cap		Point Allocation	Cascade Medical Foundation / Charm Walk	Cascade Medical Foundation / Cascade Golf Classic (18th Annual)	Leavenworth Soccer Club / Leavenworth Soccer Club Bavarian Battle	Leavenworth Ski Hill Heritage Foundation / Kick Your Sticks for Cancer	Waste Loop / Sustainable Living & Farm Tour (Formerly Simply Living Farm)	Wenatchee River Institute / Bird Fest 2020 (18th Annual)
Increasing hotel occupancy in the City of Leavenworth by creating overnight stays.	25: Greater than 250 overnights 15: 150 – 250 Overnights 10: Less than 150		10.00	10.00	25.00	-	10.00	25.00
Increasing overnight stays during the off season – Monday – Thursday and/or January – June and November.	15: Off Season and midweek 8: Off Season or midweek		8.00	15.00	8.00	8.00	8.00	15.00
Special Events or festivals that exemplify the Old World Bavarian Theme, natural resources, cultural offerings or history of Leavenworth.	15		-	-	-	-	15.00	15.00
Attracts more diversified visitors to City of Leavenworth and thereby generating additional business for hotels and motels.	15		-	15.00	15.00	-	15.00	15.00
Development of key community assets that function as point destinations, or venues for multi-purpose events, and serve on a year-round basis.	10		-	-	-	-	-	-
Is this a no charge/open to the public event?	10		-	-	-	-	-	10.00
Has the applicant previously received funding from the City?	15: No 10: 1 or 2 years 5: 3 years or more		10.00	15.00	10.00	15.00	5.00	10.00
TOTAL			28.00	55.00	58.00	23.00	53.00	90.00

Scoring Criteria for Tourism Hospitality/Projects - \$30,000 / \$7,500 Cap		Leavenworth Village Voices / Choral & Ensemble Concerts	Upper Valley Historical Society / Greater Leavenworth Museum Relocation Project	Wenatchee River Institute / Signs for Seasonal & Self-guided Walks	Wenatchee River Institute / Weddings at the Wenatchee River Institute
Increasing hotel occupancy in the City of Leavenworth by creating overnight stays.	25: Greater than 250 overnights 15: 150 – 250 Overnights 10: Less than 150	15.00	10.00	10.00	25.00
Increasing overnight stays during the off season – Monday – Thursday and/or January – June and November.	15: Off Season and midweek 8: Off Season or midweek	8.00	15.00	15.00	15.00
Provides visitor attractions and/or promoting the area's existing attractions; improving the tourist relationship/enhancing the tourism experience.	15	15.00	15.00	15.00	15.00
Attracts more diversified visitors to City of Leavenworth and thereby generating additional business for hotels and motels.	15	-	15.00	15.00	15.00
Development of key community assets that function as point destinations, or venues for multi-purpose events, and serve on a year-round basis.	10	-	-	-	-
Projects/events that demonstrate citywide benefit.	10	-	-	-	-
Has the applicant previously received funding from the City?	15: No 10: 1 or 2 years 5: 3 years or more	15.00	15.00	15.00	15.00
TOTAL		53.00	70.00	70.00	85.00

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LEAVENWORTH, WASHINGTON
AND PACIFIC SECURITY
FOR SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of, Leavenworth Washington, a Washington State municipal corporation ("City"), and Parker Corporate Services, INC dba Pacific Security, a Washington Corporation ("Consultant")

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with services regarding security patrols and parking enforcement and as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along

with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

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

III.3 **TERM.** The term of this Agreement shall commence on February 1, 2020 and shall terminate at midnight, January 31, 2021. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 **EMPLOYMENT.**

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

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

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

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

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

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement

system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

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

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

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

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

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

III.7 INSURANCE.

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

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

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

- (1). Automobile Liability insurance covering all owned, non-owned, hired and

leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

- (2). Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

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

Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

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

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

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

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's

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

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

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

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

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

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

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$60,157.05** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

b. **Public Records**

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

ARTICLE V. GENERAL

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

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

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

**Bud Tweten
Sales Director
23 S. Mission Street
Wenatchee, WA 98801**

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

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

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

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

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

V.5 **SEVERABILITY**

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

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

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

given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

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

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

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

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

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

DATED this _____ day of February, 2020.

CITY OF LEAVENWORTH

PACIFIC SECURITY

By _____
Carl J. Florea, Mayor

By _____
Richard "Bud" Tweten, Sales Director

Approved as to form:

Thomas Graafstra, City Attorney

City of Leavenworth 2020 Security Scope of Service:

Parking Enforcement: Feb 1, 2020 through January 31, 2021; 6- three hour shifts per week at random times. Total: \$20,591.64

Downtown Security Patrols: May 1, 2020 through September 30, 2020; a uniformed officer with patrol vehicle Friday and Saturday 7:00 PM -3:00 AM with an additional officer from 10:00 PM-3:00 AM and then a single officer and vehicle 2 other random nights during the week.

November 22, 2020- January 1, 2021: Friday and Saturday patrols (2 Officers) 3:00 PM – 1:00 AM (10 hour shifts) one officer and vehicle on Sunday 3:00 PM – 1:00 AM (10 hour shift). Total: \$26,224.41

Vehicle: \$11,913.00 (\$992.75 per month)

Overnight Rental Complaint Line (answered 24/7): \$119.00 per month, 0-100 Calls, 101+ calls \$.69 each

Total for ALL Contracted services listed above: Approximately \$60,157.05

Additional Services: Investigative Service: \$35.00 per hour Services will be requested as needed by City.

Investigative service to include: online research, field investigations and field interviews. Reports will be compiled once sufficient data is recorded and provided to the city for review.

Surveillance Service: \$90.00 per hour plus all necessary expenses- City will approve this service on a case by case basis. Surveillance Service to include: field surveillance and property rentals.

★★★
PACIFIC
SECURITY



Successful businesses expect professional service to provide solutions to their needs. Our highly qualified management staff and professionally trained guards achieve positive solutions. Pacific Security offers a competitive price without compromising the quality of our service because our reputation rests on every project we do.

Here's why our clients trust us:

Responsiveness

In security, quick response means everything. When an emergency need arises, our management team is available 24/7 to get you the help you need. You will always get answers from a real person, not an answering machine or voice mail menu.

Local Contact

We are family owned with offices in both Western and Eastern Washington. With this local presence we are able to provide better applicant screening, training, supervision, and most importantly... excellent customer service.



Stability

Pacific Security has been in business for over 40 years. We operate profitably and efficiently because of our experienced management team and up-to-date systems. Our security officers take pride in their work so we have less employee turnover, providing our clients with more consistent service.

Quality Control

We don't hire just anybody and turn them loose unsupervised. All applicants receive a complete background check and are trained and licensed as required by Washington State regulations. Our hourly check-in system ensures the officers are doing their job. Our dispatch center monitors them 24/7 in addition to random onsite inspections by our QC Directors.

Insurance Coverage

When loss incidents occur, you want insurance coverage...not litigation. Some companies save money by being self-insured. Pacific Security spends more to carry State L&I and A+ Class XV commercial liability policies. If a loss happens, our insurance company takes care of it. We remain your security provider, not a legal adversary.

Complete Security Service

Pacific Security can fill all of your security needs. We provide uniformed security officers, both armed and unarmed, plain-clothes officers, marked patrol vehicles, executive protection, and investigative services. Using the latest technology, we utilize GPS and computerized guard touring systems. With over 300 officers, Pacific Security can service client needs ranging from short-term emergency response to long-term services at refineries, factories, hospitals, and major commercial buildings.

PACIFIC SECURITY

Your Fast Response Specialist Since 1972



Since 1972 our professional team has protected Pacific Northwest businesses, events, and government agencies. In the aftermath of 9/11, we have aided Homeland Security efforts by guarding ports, dams, utilities and airports. For round the clock peace of mind, go with the name that Washington has trusted for over forty years.

Pacific Security employs over three hundred and fifty, fully trained armed and unarmed security officers. We serve Whatcom, Skagit, Snohomish, King, Douglas, Chelan and Adams counties.

We have extensive experience providing unarmed and armed security to a variety of businesses. Currently, some of our customers include: local hospitals, ports, public utilities, courthouses, and shipping stations.

The benefits we provide to our clients include managers and trainers with military security backgrounds, continuous site checks by Quality Control Supervisors, a state of the art 24-hour dispatch center, and 24/7/365 management availability. Pacific Security also maintains liability coverage and all applicable insurance that is required by State and County regulations. Going beyond those mandated requirements, Pacific carries a General Liability policy with limits of \$1,000,000 each occurrence and \$5,000,000 general aggregate.

Our officers are our greatest asset and the cornerstone of Pacific Security's success. We know that no matter how much experience and knowledge our management team has, our security officers are ultimately charged with protecting your property. Therefore, we make every effort to instill in our officers a high standard of quality and a level of knowledge unsurpassed in the field.

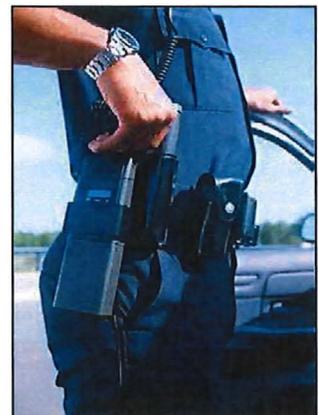
Pacific Security follows a careful, detailed process for recruiting security officers that includes interviewing for aptitude and attitude. We generally obtain the best applicants through referrals from our existing employees.

We thoroughly screen applicants by:

- Comprehensive employment applications
- Thorough work history review
- Verification of past employment references
- Criminal history check via Department of Licensing and F.B.I.
- Verification of security training and licensing

At Pacific Security, we hire the most qualified personnel and provide them with the training and equipment to do their best work. Our employees receive specialized instruction in conduct, appearance, sensitivity, customer awareness, and interaction with local law enforcement.

Finally, Pacific Security has been in business for over forty years and our entire staff is committed to the protection of your property and personnel, which our proven track record shows.





Protecting Pacific Northwest businesses,
events, and government agencies since 1972

(800) 743-2737
WWW.PACSECURITY.COM

2009 Iron Street
(360) 733-2884
Bellingham

2929 Bond Street
(425) 316-8700
Everett

23 S Mission Street
(509) 662-7609
Wenatchee

Proposal for Security Services

Client Information		
Name: City of Leavenworth		
Address: 700 Highway 2		City: Leavenworth State & Zip: WA 98826
Contact: Joel Walinski	Title: City Administrator	Phone:
Email:	Fax:	Cell:
Project: City of Leavenworth 2020		Date: January 27, 2020

Thank you for reviewing this information and as requested, I would like to quote you services for:

Please see attached Scope of Service 2020

Advantages of using our services include:

- Multiple local offices
- Supervisors on duty 24/7
- Electronic guard management system
- 24 hour dispatch center
- Automated attendance system
- Quick response time
- Mobile patrol back-up
- Over 40 years in business



If I can be of any further assistance, please don't hesitate to contact me.

Respectfully,

Bud Tweten

Cell: (425) 330-1341

VP of Development

Email: bud@parkercorporation.com

PACIFIC SECURITY



Bellingham WA
2009 Iron Street
(360) 733.2884

Everett WA
2929 Bond Street
(425) 316.8700

Wenatchee WA
23 S. Mission St. Suite A
(509) 662.7609

W W W . P A C S E C U R I T Y . C O M

A Division of Parker Corporate Services, Inc.



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

TAB 4

Sharon Waters
Clint Strand
Jason Lundgren
Anne Hessburg – *Mayor Pro Tem*
Position 2 - Vacant
Joel Walinski - *City Administrator*

REQUEST FOR QUALIFICATIONS AND PROPOSALS

for

THE CITY OF LEAVENWORTH TRANSPORTATION ELEMENT UPDATE

The City is soliciting proposals from qualified firms to update the Transportation Element

Posting Date: February 13, 2020
Proposals Due: March 13, 2020 by 5:00 pm

SUBMIT QUALIFICATIONS AND PROPOSAL TO:

Attn: Chantell Steiner, City Clerk
700 US Hwy 2 / P.O. Box 287
Leavenworth, WA 98826
financedir@cityofleavenworth.com

INTRODUCTION

The City of Leavenworth is seeking proposals and qualifications from individuals, firms, and/or teams (hereinafter referred to as Consultant) with demonstrated experience in traffic forecasting, analysis of traffic related issues and future land use needs, and amending existing Comprehensive Plan Transportation Elements.

PROJECT OVERVIEW

Leavenworth's location is in a valley with outstanding natural scenic beauty, enhanced by the adoption of the Old World Bavarian Alpine Theme, forms the basis for a thriving tourist industry upon which the City's economic health so heavily depends. The City experiences significant increases in traffic during summer months, fall and winter festivals. The analysis and recommendations that result from forecasting should factor in seasonal variations and must include a detailed review of impacts to existing and future land uses.

The objectives of this project are to incorporate the 2018 Parking Study, the pending US 2 Upper Wenatchee Valley Corridor Study (to be completed April 1, 2020), review peak hour travel and various level of service

standards in coordination with an evaluation of the impacts of new and future development, and update the 20-year Transportation Improvement Plan. Review must include existing goals and policies within the Leavenworth Comprehensive Plan, with specific consideration of how transportation affects housing, land use and economic development.

The City desires to complete the project by October 1, 2020. The consultant should anticipate working directly with the Planning Commission which will provide oversight and input throughout the process. Additionally, each of the monthly Planning Commission meetings are intended to provide public review, comment and engagement for this project.

DRAFT SCOPE OF WORK

The following draft scope of work represents the City's best estimate of the work needed to accomplish the objectives for this project. The City is open to alternative approaches which meet the project objectives.

- A. **Project Kick-off.** Staff will provide Consultant with relevant background information in an electronic format, where available. This may include, but is not limited to:
1. Comprehensive Plan, maps and text
 2. Development regulations, zoning maps, and text
 3. Downtown Master Plan
 4. Parking Study 2018
 5. Corridor Study (anticipated April 1, 2020)

Consultant shall review the background materials and meet with City staff, Chelan-Douglas Transportation Council and Washington State Department of Transportation to obtain documents and traffic related data.

The Consultant will also meet with the Planning Commission, during which time, public engagement is encouraged. This meeting will primarily focus on clarifying the objectives of the update, outlining future Planning Commission/Public Engagement meetings, and any other issues necessary to clarify the scope and schedule.

Product: Memo documenting meeting outcomes and providing a final scope of work.

- B. **Existing Conditions and Requirements.** Consultant shall prepare documents detailing existing conditions at various times of the year and during various festivals (though not all festivals). Additionally, consultant will summarize existing State law requirements and existing City code requirements for land use planning and development.

Product: Memo and, as appropriate, maps documenting existing conditions and requirements.

- C. **Projected Demand Analysis.** Consultant will prepare a forecast of traffic volumes, based on vetted assumptions with the Planning Commission, showing changes in traffic based on existing land uses, zoning buildout, various peak hours/days, and population growth. Consultant will use forecast data to analyze potential impacts and buildout requirements for City streets. Additionally, analysis of impacts to the State highway will be necessary to understand impacts at intersections with City streets. Consultant will use analysis to draft various recommendations.

Product: Draft Findings and Recommendations.

- D. **Planning Commission Workshop(s).** Consultant, with the assistance of City staff, shall conduct one or more Planning Commission workshops for public review, comment and recommendation on the Draft

Findings and Recommendations. Additionally, consultant shall present draft at the City Council Study Session.

Product: Summary of workshop comments and responses from the consultant.

- E. **Final Report.** Consultant shall prepare a final report incorporating the analysis from the previous tasks with recommendations and implementation tasks, as appropriate, to ensure that any changes to the Transportation Element are implemented. The report must summarize the public engagement process, alternatives considered, and the rationale for recommendations. Consultant shall provide a draft of the report to the City for one round of edits, and shall be available for presentation of the final report to both the Planning Commission and the City Council at one or more meetings.

Product: An electronic copy and six (6) hardcopies of the final report.

Consultant shall coordinate as needed with City staff throughout the process. Unless otherwise specified, it is the City's preference that work product be delivered in an electronic format. Should Consultant develop any GIS data layers in conjunction with this project, such data shall be provided to the City with delivery of the final report.

BUDGET AND SOURCE OF FUNDS

The City has not determined a final budget for this project. The budget range is estimated at \$60,000 to \$75,000 depending on the level of data collection and determination for final scope of work.

PROJECT PROPOSAL REQUIREMENTS

Proposals should be organized in the following format:

1. **Cover Letter.** Provide a cover letter, signed by a duly constituted official legally authorized to bind the proposer to both its proposal and cost estimate. The cover letter must include the name, address, and telephone number of the proposer submitting the proposal and the name, title, address, telephone number, fax number, and email address of the person, or persons, to contact whom are authorized to represent the proposer and to whom correspondence should be directed.
2. **Project Approach and Understanding.** Provide a detailed description of the Consultant's proposed approach demonstrating how the City's objectives will be accomplished as outlined in the above draft Scope of Work. Clearly describe and explain the reason for any proposed modifications to the methods, tasks and products identified in the draft Scope of Work outlined in Section 3 of this RFP.
3. **Project Organization and Team Qualifications.** Identification of all services to be provided by the principal firm and those proposed to be provided by subcontractors and information regarding the firm(s) assigned to the project including size of firm(s) and overall capabilities of each as considered relevant to this project. Provide information regarding all personnel assigned as team members to this project including names, prior experience, position, role and level of responsibility in the project. The City reserves the right to reject any proposed firm or team member or to request their reassignment. The project manager shall be identified by name and shall not be changed without written approval by the City. The principal consulting firm must assume responsibility for any sub-consultant work and shall be responsible for the day to day management and direction of the project.
4. **Project Timeline.** Proposed timeline for accomplishing the project, including critical paths and milestones, and specific consulting staff by task based on the draft Scope of Work.

5. Project Coordination and Monitoring. Describe the process for ensuring effective communication between the Consultant, Stakeholders, and the City, and for monitoring progress to ensure compliance with approved timeline, budget, staffing and deliverables.
6. Proposed Cost of Services. Provide a budget summary broken down by task, time, personnel, and hourly rate, number of hours and cost for each team member including those employed by subcontractors. Fee information should be formatted to correspond to tasks identified in this RFP; however, this format may be modified to suit the consultant's approach to this project. The summary shall include a budget for reimbursable expenses. The final cost of consulting services will be based on a negotiated detailed scope of work. The budget summary shall also include all required materials and other direct costs, administrative support, overhead and profit that will apply.
7. Similar Project Experience. Specific examples of comparable work which best demonstrate the qualifications and ability of the team to accomplish the overall goals of the project under financial and time constraints. Provide names, addresses and telephone numbers of clients associated with each of these projects. Through submission of a proposal, all respondents specifically agree to and release the City of Leavenworth to solicit, secure and confirm information provided.

Response Requirements & Format

All costs for developing a response to this RFP are the obligation of the respondent and are not chargeable to the City. The respondent must bear all costs associated with the preparation of the submittal and of any oral presentation requested by the City. All responses and accompanying documentation will become property of the City and will not be returned. Proposals may be withdrawn at any time prior to the published close date, provided notification is received in writing to the below listed City agent(s). Proposals cannot be withdrawn after the published close date.

SELECTION OF PROPOSALS

All interested parties are requested to provide a response containing all required elements herein to the City by the deadline given. A selection committee will review and evaluate all proposals, with the intention of selecting a Consultant who provides a proposal that, in the opinion of the City, provides the best value (receives the highest score, as determined by the evaluation criteria listed below). If the selection committee so chooses, respondents may be invited for an interview to supplement their submission.

Thoroughness, quality and conciseness of submittal.	25 pts.
Project understanding and approach for accomplishing the City's objectives.	20 pts.
Qualifications of the project manager and project team, and proven ability to successfully complete projects of similar scope.	20 pts.
Ability to complete the Scope of Work within the specified time frame.	15 pts.
References from past and present clients.	10 pts.
Proposed cost of services	10 pts.
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Total	100 pts.

During evaluation, the City may consider the following:

- o References – history of errors and omissions via reference checks
- o Quality of previous performance
- o Ability to meet contract deadlines

- Staff availability for the project
- Responsiveness to solicitation requirements
- Strength and stability of the firm

Consultants will be evaluated initially based on their Proposals by select members of the City Public Works and Economic Development Committees and key staff. Oral interviews may be requested depending on the number of qualified firms submitting. The final selection will be made with approval of the Mayor and City Council based on recommendation of staff. If the City of Leavenworth and the selected consultant are unable to agree on the terms and conditions of the contract, the City will terminate negotiations and the next most suitable consultant will be contacted for contract negotiations.

The City reserves the right to reject any or all proposals and to waive any irregularities or information in the evaluation process. The final decision is at the City's sole discretion and respondents to this request have no appeal rights or procedures guaranteed to them. Selection is expected to be completed by April 2020.

Terms and Conditions

The City reserves the right to amend terms of this RFP to circulate various addenda, or to withdraw the RFP at any time, regardless of how much time and effort firms may have spent on their responses.

Performance Criteria

Consultant shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices. Charges of poor performance/service against the Consultant shall be documented by the City and submitted to the Consultant for corrective action. Continued poor performance shall be deemed a breach of City requirements and shall be the cause for immediate termination of services.

Proposed Personnel

Consultant agrees to provide all professional staff necessary to perform the scope of work, including key individuals named in Consultant's proposal. These key personnel shall remain assigned for the duration of the contract, unless otherwise agreed to in writing by the City. In the event Consultant proposes to substitute any key personnel, the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. The City shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the project. The City shall not unreasonably withhold approval of staff changes.

Proposal Submittals

Proposals may be submitted by mail (received at City Hall no later than March 13, 2020), in person or by email:

City of Leavenworth
Attn: Chantell Steiner, City Clerk
Transportation Element Update
700 US Hwy 2 / P.O. Box 287
Leavenworth, WA 98826
financedir@cityofleavenworth.com

Proposals must include all information requested and meet all specifications and requirements outlined in this RFP; if any are not included, your proposal may be judged as non-responsive. A review committee will evaluate the submitted proposals. During the evaluation process, the City reserves the right to request additional information or clarification from firms responding to this RFP.

Questions should be directed to Lilith Vespier, AICP, Development Services Manager at dsmanager@cityofleavenworth.com



City of Leavenworth

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

TAB 5

Sharon Waters
Clint Strand
Jason Lundgren
Anne Hessburg - *Mayor Pro Tem*
Position 2 - *Vacant*
Joel Walinski - *City Administrator*

REQUEST FOR QUALIFICATIONS AND PROPOSALS

for

THE CITY OF LEAVENWORTH HOUSING ACTION PLAN

The City is soliciting proposals from qualified firms to develop a Housing Action Plan

Posting Date: February 13, 2020
Proposals Due: March 13, 2020 by 5:00 pm

SUBMIT QUALIFICATIONS AND PROPOSAL TO:

Attn: Chantell Steiner, City Clerk
700 US Hwy 2 / P.O. Box 287
Leavenworth, WA 98826
financedir@cityofleavenworth.com

Background

The City of Leavenworth is seeking a qualified Consultant to prepare a Housing Action Plan, meeting all the objectives of the Engrossed Second Substitute House Bill (E2SHB) 1923. This project is funding through a Department of Commerce grant.

The City of Leavenworth has been addressing community housing needs for several years, starting with the formation of the Housing Task Force in 2016, then completing a Housing Needs Assessment in 2017, forming the Council Housing Committee in 2018, diligent review of regulations with the Planning Commission in 2018 and several code amendments in 2019.

New code provisions include permitting Accessory Dwelling Units, zero lot line development and updated Planned Development regulations. Other discussion considered by the Planning Commission (primarily in 2018) included changing zoning districts, providing for low-income housing incentives and (in 2019) review of lot size requirements and Missing Middle concepts. The Planning Commission will be hosting a public workshop on March 26, 2020 to review several concepts and get feedback from the community on housing options.

Objectives

The Housing Action Plan is an opportunity for the City to complete a comprehensive review of current living conditions, identify future housing needs and develop clear, actionable implementation tools. Additionally, it is anticipated that the Housing Action Plan will identify updates to the Comprehensive Plan. The following are tasks to be accomplished as part of the contracted services and which more fully detailed in Attachment A, the Department of Commerce Contract.

Project Tasks

- Develop a public outreach plan and assist with public outreach efforts to engage specific local stakeholders and the broader community
- Review and evaluate existing studies and available data, including an evaluation of the success of current housing policies and regulations
- Evaluate utilization of existing residential and multi-family regulations and processes
- Collect data and information to provide an assessment of the current types and age of housing, including housing within specific income categories up to 120% of the Average Median Income (AMI)
- Provide household demographics, including workforce profiles, income segments, and cost-burdened data
- Identify projected population and employment growth, along with existing and projected housing demand for the next 20-30 years
- Identify housing resources and constraints
- Analyze new housing and apartment development impacts
- Consider strategies to minimize displacement
- Create a draft and final Housing Action Plan that reflects community input and meets the requirements of the Washington State Department of Commerce grant
- Prepare a multi-year implementation plan with cost analysis

Minimum Qualifications

The Consultant selected must have experience in housing, planning and land use issues, policy analysis, data gathering and synthesis, as well as an understanding of economic development and housing markets. The consultant must demonstrate professional public outreach experience. In addition, the consultant must have the organizational capacity and staff resources to execute project tasks in the amount of time provided and within budget.

Project Budget

The total project budget is \$45,800. The City intends to enter into an agreement and the term will be determined at contract formation. The term of the awarded contract will be from approximately March 2020 to March 2021. The City reserves the right to cancel this contract at any time, upon thirty (30) days written notice to Consultant.

Proposed Timeline

The following table outlines the anticipated schedule for this RFP process. The City reserves the right to modify or reschedule milestones as necessary.

Item	Date
RFP Announced	February 13, 2020
Proposals Due	March 13, 2020
Evaluation of Proposals	March 16 – 27, 2020 (Housing Committee and key staff)
Interviews (optional)	April, 2020
Consultant Selected	April, 2020
City Council Approval	April 2020

Proposal Submittals

Proposals may be submitted by mail (received at City Hall no later than March 13, 2020), in person or by email:

City of Leavenworth
Attn: Chantell Steiner, City Clerk
Housing Action Plan
700 US Hwy 2 / P.O. Box 287
Leavenworth, WA 98826
financedir@cityofleavenworth.com

Proposal Due Date/Time 5:00PM (local time) on Thursday, March 13, 2020. *The City must receive proposals no later than said date and time.*

Proposals must include all information requested and meet all specifications and requirements outlined in this RFP; if any are not included, your proposal may be judged as non-responsive. A review committee will evaluate the submitted proposals. During the evaluation process, the City reserves the right to request additional information or clarification from firms responding to this RFP.

Questions should be directed to Lilith Vespier, AICP, Development Services Manager at dsmanager@cityofleavenworth.com

A complete response will include:

1. Executive Summary & Overall Approach – Summarize your proposal and include your firm’s qualifications and contact information. The summary should discuss your overall approach, understanding of identified work, and your strategy for completing the work.
 - a. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal. A corporation must indicate place and date of incorporation.
 - b. Provide a statement to the effect that you understand and agree to obtain a City of Leavenworth business license as a requirement for performing these services.
 - c. Provide a statement indicating the number of calendar days the proposal shall be valid.
2. Experience & Capabilities – Describe your level of industry experience and capabilities/expertise in the proposed services and tools. Identify the individual you propose to assign as principal and any associate(s); include resume and relevant work (sample sites) for each member. Include a statement of availability for each project member over the duration of the project.
3. A work plan for completing the scope of work outlined in Attachment A including:
 - a. Timeline for each task
 - b. Brief description of tasks including audience(s) with proposed tools and techniques and any additional tasks not already identified
 - c. Project budget for each task and/or phase. Any expenses that are to be included as part of your proposal must be listed as separate line items and must include both the total anticipated expenses to be claimed and nature of the expenses (such as: office supplies, lodging, meals, etc.).
 - d. Ability of consultant to complete project in view of dedicated staff, resources, and commitments to other projects.

4. References and Work Samples – Include a list of references (with contact name and telephone number) of at least three (3) similar projects completed within the last two years. The City reserves the right to contact references without prior notification.
5. Copies – The City requires two (2) printed response copies along with one (1) electronic version of your response. Printed response copies should be submitted on unbound, double-sided pages.

Response Requirements & Format

All costs for developing a response to this RFP are the obligation of the respondent and are not chargeable to the City. The respondent must bear all costs associated with the preparation of the submittal and of any oral presentation requested by the City. All responses and accompanying documentation will become property of the City and will not be returned. Proposals may be withdrawn at any time prior to the published close date, provided notification is received in writing to the below listed City agent(s). Proposals cannot be withdrawn after the published close date.

Selection and Award

All interested parties are requested to provide a response containing all required elements herein to the City by the deadline given. A selection committee will review and evaluate all proposals, with the intention of selecting a Consultant who provides a proposal that, in the opinion of the City, provides the best value (receives the highest score, as determined by the evaluation criteria listed below). If the selection committee so chooses, respondents may be invited for an interview to supplement their submission.

Evaluation Criteria	Weight
Overall Project Approach & Understanding – ability to perform work as outlined in the City’s scope of work and understanding of issues and complexities of affordable and work force housing	25 pts.
Experience & Team Member Capabilities – demonstration of experience, project management and plan development expertise	25 pts.
Community Engagement - Identifies engagement tools and their application to the objectives of the program with demonstrated experience working with diverse communities	20 pts.
Ability to complete the work within the specified time frame	15 pts.
References – preference for municipal experience of similar size and nature, project management and on-time delivery of services feedback	10 pts.
Budget – Makes efficient use of the budget	5 pts.
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Total	100 pts.

During evaluation, the City may consider the following:

- o References – history of errors and omissions via reference checks
- o Quality of previous performance
- o Ability to meet contract deadlines
- o Staff availability for the project
- o Responsiveness to solicitation requirements
- o Strength and stability of the firm

Consultants will be evaluated initially based on their Proposals by city committee. Oral interviews may be requested depending on the number of qualified firms submitting. The final selection will be made with approval of the Mayor and City Council based on recommendation of staff. If the City of Leavenworth and the selected consultant are unable to agree on the terms and conditions of the contract, the City will terminate negotiations and the next most suitable consultant will be contacted for contract negotiations.

The City reserves the right to reject any or all proposals and to waive any irregularities or information in the evaluation process. The final decision is at the City's sole discretion and respondents to this request have no appeal rights or procedures guaranteed to them.

Terms and Conditions

The City reserves the right to amend terms of this RFP to circulate various addenda, or to withdraw the RFP at any time, regardless of how much time and effort firms may have spent on their responses.

Performance Criteria

Consultant shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices. Charges of poor performance/service against the Consultant shall be documented by the City and submitted to the Consultant for corrective action. Continued poor performance shall be deemed a breach of City requirements and shall be the cause for immediate termination of services.

Proposed Personnel

Consultant agrees to provide all professional staff necessary to perform the scope of work, including key individuals named in Consultant's proposal. These key personnel shall remain assigned for the duration of the contract, unless otherwise agreed to in writing by the City. In the event Consultant proposes to substitute any key personnel, the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. The City shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the project. The City shall not unreasonably withhold approval of staff changes.

SEVERANCE AND RELEASE AGREEMENT

This Severance and Release Agreement is made this ____ day of January, 2020 between the City of Leavenworth, Washington (“City”) and Joel Walinski (“Administrator”).

WHEREAS City and Administrator are parties to a “City of Leavenworth, Washington Employment Agreement City Administrator” dated the 1st day of January 2019 (the “Agreement”);

WHEREAS in accordance with paragraph 15.2.1 the Mayor of City has given Administrator notice of termination with last date of work being February 29, 2020;

WHEREAS the parties agree that termination is without cause; and

WHEREAS the Agreement provides that in the event of such termination the City prepare for signing a Severance and Release Agreement;

Now, therefore City and Administrator enter into and agree to the terms of this Severance and Release Agreement as follows:

1. Termination. Administrator acknowledges receipt of notice of termination issued on December 31, 2019 with an effective date of end of day February 29, 2020 (the “termination date”). Administrator shall be paid his regular salary and benefits from the notice of termination date to the termination date. City acknowledges that said termination is without cause
2. Severance payment. Administrator shall receive a monthly severance payment commencing in March 2020, and then for five additional months (April, May, June, July and August 2020) The monthly severance payment shall be based upon the December monthly salary, such that the March payment shall reflect the December 2014 monthly salary, April the 2015 December monthly salary, May the 2016 December monthly salary, June the 2017 December monthly salary, July the 2018 December monthly salary and August the 2019 December monthly salary. The monthly payment shall be paid on the 5th day of the month.
3. Other benefits. Administrator also shall be entitled to other benefits as follows:
 - a. Administrator shall be compensated for accrued vacation time calculated on February 29, 2020.
 - b. Administrator shall be compensated for two hundred and fifty (250) hours of accrued sick leave time.
 - c. The Administrator shall continue to be enrolled in the current or future health care program at City expense through October 31, 2020.
4. Consultation. During the severance payment period, March through August 2020, upon the request of the Mayor, Administrator will provide up to eight (8) hours of consultation per month to City for transition purposes at no charge to City.
5. Unemployment compensation. If Administrator applies for unemployment compensation benefits, he will state that he was terminated. The City will not contest or otherwise dispute

Administrator's application for unemployment compensation benefits unless he claims that discrimination, harassment, retaliation, or other unlawful conduct was the reason for his separation.

6. Reference. In response to a reference request, the City will direct the potential employer to the City Clerk, who will provide only the following information: dates of employment, position title, salary at separation, and the fact that Administrator was terminated without cause. Administrator may contact current or former city employees with whom he worked and use them as references if they agree.
7. Public Records. If the City receives a public records request seeking access to or copies of Administrator's personnel file, the City will make reasonable attempts to provide Administrator with notice of the public records request and an opportunity to enjoin disclosure of the documents by seeking relief in Chelan County Superior Court. The City will disclose the documents if no injunction is obtained and the City concludes, based on applicable law interpreting the Washington State Public Records Act, that documents in the personnel file are not exempt from public disclosure.

Administrator acknowledges that this agreement is a public record subject to disclosure if any member of the public requests it without notice.

8. Release. In exchange for the consideration set forth above, Administrator forever releases and discharges the City, its past and present council members, elected officials, officers, employees, attorneys, agents, affiliates, assigns and successors, and any other person acting on its behalf, from any and all claims, whether known or unknown, suspected or unsuspected, arising out of Administrator's employment with the City or separation there from, or arising on or before the date of this Agreement. This release shall include any claims arising under any federal, state, or local law prohibiting discrimination, harassment, or retaliation in employment, including age discrimination in violation of the Age Discrimination in Employment Act, as well as any claims for wrongful discharge, disability discrimination, family medical leave act discrimination or retaliation, breach of contract, unpaid wages, unpaid vacation or sick leave, salary, or other sums, emotional distress, defamation, personal injury, attorneys' fees, or any other statutory or common law claims.
9. Confidentiality. Administrator acknowledges a continuing duty of confidentiality with respect to the information and/or documentation to which he was privy in his position. While such documentation may be subject to public disclosure upon request, Administrator acknowledges that it is illegal to remove or disseminate City documents in his possession without giving the City an opportunity to evaluate a public records request and determine whether the requested documents are exempt from disclosure, and notify any referenced employees of their opportunity to seek protective relief. Administrator warrants that any City documents in his possession have been left at the City or returned to the City prior to his last day of employment.

10. Personal Property. Administrator represents that he has removed or as of end of day February 29, 2020 will remove all his personal items from the City, and has returned or will return by February 29, 2020 all City owned equipment, supplies, or other materials to the City.

11. Review and Revocation. By signing this Agreement Administrator acknowledges that:

a. Pursuant to applicable law, he has been offered the opportunity to review a copy of this Agreement for a period of twenty-one (21) days (the "Review Period");

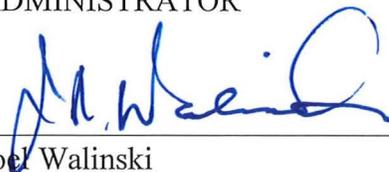
b. The City advised Administrator to consult with an attorney of his choice prior to signing the Agreement;

c. The terms and conditions of this Agreement have not been amended, modified, or revoked during the Review Period. The City agrees that Administrator shall have seven (7) calendar days (the "Revocation Period") following the date on which the Mayor signs this Agreement to revoke his acceptance of the Agreement, and this Agreement shall not become effective until the Revocation Period has expired.

12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit or other proceeding is instituted to interpret or enforce any term of this Agreement, the parties specifically understand and mutually agree that venue shall be exclusively in Chelan County, Washington. The prevailing party in any such action shall be entitled to its reasonable attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

DATED this ___ day of _____, 2020.

ADMINISTRATOR



Joel Walinski

DATED this ___ day of _____, 2020.

CITY OF LEAVENWORTH

Carl Florea, Mayor

LEAVENWORTH CITY COUNCIL
Study Session Agenda
City Hall - Council Chambers
February 11, 2020 8:30 AM

8:30 – 8:45 Chamber Report

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

8:45 – 9:00 City Council Vacancy Review

This time is provided to review the initial application received by the City of those residents that had an interest in filling the city Council vacant seat. The City received one complete application from Mr. Zeke Reister.

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

- Mr. Zeke Reister, City Council Position No. 2 Application

9:00 – 10:00 Wastewater Treatment Plant Update with Varela & Associates

This time is provided for a review of the Waste Water Treatment Plant Improvement Project. The bid for the project closed on January 29, 2020 at 2:00 PM. The City received six (6) complete bid packages. Including all alternatives, pricing ranged from \$8,111,572 to \$9,077,864. The initial engineer's estimate was \$7,522,960. The discussion today is a review of a number of items regarding the project:

1. Brief overview of the overall project and what the improvements are.
2. WWTP bid numbers and Alternatives. Alternative A is replacement of the UV Treatment, Alternative B is the replacement of the Mechanical dewatering equipment, and Alternative C is the rebuilding of the existing clarifiers.
3. Owner Engineer Agreement Amendment No.3. This agreement will cover the work and responsibility for construction engineering, project oversight and inspections. This is an amendment to the existing Varela Contracts for this scope of work.

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

- Study Session Discussion Outline – WWTP Construction Phase.
- Bid Recommendation and Certified Bid Tabulation Wastewater Treatment Plant Improvements. February 7, 2020.
- Amendment to Owner-Engineer Agreement Amendment No. 3 01/24/2020

10:00 – 10:15 Resolution No. XX-2020 Festhalle Facilities Policy Amendment & Resolution No. XX-2020 Rules and Standards of Conduct

The Leavenworth Festhalle Facilities Policy was originally approved by the Council on April 23, 2013 by Resolution 10-2013. The Policy provides operational guidelines on the rental and use of the Festhalle Facility. The Festhalle Oversight Committee has recommended an addition to the policy, “Prohibition on Discrimination”. The new section states that discriminatory practices on the basis of protected class are illegal and prohibited by users of the Festhalle. The policy was also updated with regard to janitorial services, ticketed events that provide their own set up and clean up, and an update to the equipment and linen rental rates.

Resolution No. XX-2020 is a resolution concerning rules and standards of conduct for persons and parties who enter into agreements with the City, use City facilities, or engage in business within the City. The resolution provides information on the expectations for the Festhalle users and that any issues regarding conduct by the users of the facility would be considered when the City considers future rental agreements with those users.

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

- Resolution XX-2020 Festhalle Facilities Policy
- Festhalle Facilities Policy – Redline version
- Festhalle Facilities Policy – Clean version
- Resolution XX-2020 Rules and Standards of Conduct – Redline version
- Resolution XX-2020 Rules and Standards of Conduct – Clean version

10:15 – 10:20 Review LMC 3.44 – Authorizing Tax for Affordable Housing Per HB 1406 and City Resolution 13-2019

The City Council is being asked, through the consent agenda, to schedule a public hearing for enacting Substitute House Bill 1406 regarding a sales and use tax. On September 24, 2019, the City Council approved Resolution 13-2019 stating the City’s intent to adopt legislation to authorize the sales and use tax. The sales and use tax is not a new tax, rather a redistribution of State collected taxes to the City for affordable housing. Specifically, HB 1406 authorizes the City to use funds only for affordable (60% of the average median income) and supportive housing projects within the City. The draft ordinance includes the creation of a new code, Chapter 3.44 Affordable Housing Funds under Title 3, Revenue and Finance, which will provide a way to collect and manage funds.

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

- Resolution 13-2019
- Draft Ordinance HB 1406

10:20 – 10:35 Website Redesign

This time is being provided to review a draft Request for Proposal (RFP) for the City’s website design and development. Based on discussions with the City Council, the draft RFP reflects the desire to improve the website appearance and function with a modern update to the website including:

- Develop an easily understood and navigable website.
- Balance design, effectiveness, and accessibility.
- Improve communication and access to City information.
- Developed in a manner that supports content management by staff with no coding experience.
- Improve the website appearance and function.

To achieve the objectives of redesigning the website, staff has compiled a comprehensive list of desired website components to review with the City Council. The City's new website vendor must be able to provide, at a minimum, the following components:

- E-Communication platform – Integrated within the centralized Content Management System (file cabinet) for creating visually rich, fully responsive, non-emergency e-communication. Create unlimited subscriber lists, and communicate by email, text, and social media from a single point of access.
 - Alerts & Emergency Notification – Alerts posted on website and public notifications sent out through email, text message, and social media.
 - News & Announcements – Ability to post press releases, what's happening, feature stories, and announcements, as well as emergency messages.
- Citizen Sourcing Tool – Encourages citizen idea submission, engaging discussions, voting, etc.
- Quick Links – Links can be placed directly on the pages.
- Spotlight – Ability to highlight important text on one or more pages.
- Online Payments – Secure online transaction by department.
- Online Forms – Forms/publishing/tracking.
- Facility Management – Reservations and/or listing.
- Online Job Postings and Application – Applicants can also create an online profile, fill out application, and attach additional documents.
- RFP/RFQ/Bid Posting – Allow for easy posting of bids to the site, along with amendments and updates. Schedulable with ability to set auto-expire date.
- Printable Pages – Print-friendly function.
- Calendar – Update/publish calendars. Includes unlimited number of event listings, single or reoccurring. Viewable by list, week, or month.
- Agenda Management – Upload, create, and manage agendas.
- Forward to a Friend – Email extension.
- Frequently Asked Questions – Dynamic content.
- Multi-Lingual Support – Using Google Translate.
- Departmental Home Pages – The ability for departments to have dedicated pages within the site that follow the same design as the other interior pages.

- Third Party Integration – Ability to integrate third-party applications, including but not limited to permit tracking and GIS.
- Directories, Listing for Staff and Departments – Ability to allow citizens to search for staff or business information.
- RSS Feeds out – Registration by Department. RSS Feeds are an easy way to stay up to date with your favorite websites. If a site offers an RSS feed, you get notified whenever a post goes up, and then you can read a summary or the whole post.
- Social Media Interface – Ability to integrate Facebook and Twitter.
- Site Search – Internal site search engine, site search log.
- Archive Center – Store agendas, minutes, newsletters, and other documents.
- Management Tools:
 - Site Statistics - Analytics and site audit reports.
 - Spell-check – The ability to spell-check content via the editor.
 - Document Center – Upload/download capability, back-end ability to search within.
 - Photo Center – Display community photos in a central location on website.
 - Rotating Photos/Banners – Dynamic image display.
 - Responsive Design and Mobile Friendly – Fully mobile responsive design – site adjusts to the screen size of all devices its being viewed on, includes forms, calendars, etc.
 - Approval Rights – Allow system administrator to establish specific rights and capabilities for internal staff to update content based upon the role they have in updating the website.
 - Intranet/Extranet – User restricted pages.
 - HTML Code – Capability to view and edit the HTML code of any page.
 - Content Preview – The ability to preview content before publishing live.
 - Live Edit – Create and edit pages live from the front end.
 - Browser Based Administration – Update, delete, and create template-based web pages.
 - Broken Links Finder – Site visitors can enter comments concerning how they accessed the page.
 - Automatic expirations – The ability to set a date for content to automatically expire.

The next step in this process would be to finalize the RFP and authorize the posting. The authorization of the posting would require Council action at a future meeting.

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

- Draft RFP Website Design and Development

10:35 – 10:55 Special Use Permits

This time is provided to discuss new code provisions for Special Use Permits, LMC Chapter 5.06. There are several sections of code that permit activities through a Special Use Permit; however, there are no specific code provisions for processing Special Use Permits. At the encouragement of our Attorney and City Administrator, a new Special Use Permit code has been drafted.

Currently Special Use Permits are used for:

- Festivals, LMC 5.38
- Fireworks, LMC 8.36
- Park Use, LMC 12.24
- Temporary Parking, LMC 10.08.220
- Temporary Recreational Vehicles, LMC 10.14
- Temporary Wireless Telecommunications Facilities, LMC 18.74
- Transient Businesses, LMC 5.38
- Taxicabs and Motorized Vehicles of Hire, LMC 5.36
- Alcohol, LMC 12.24.070
- Food, LMC 5.38.040
- Domestic Animal, LMC 6.16
- Sidewalk Special Uses, which is not currently in code, but proposed as a new code Chapter LMC 12.06.

The City Administrator issues all Special Use Permits as they pertain to the business of the City. The appeal of this type of permit may go to the City Council or to the Hearing Examiner. The draft reflects an appeal to the City Council; however, there are some cautions which should be considered before determining which type of appeal would work best for the City of Leavenworth. For example, several cities have had problems when a permit was requested by a group that the community was opposed to or for an activity that did not have community support. Additionally, there have been times when a group/party wanted to make a statement or had an agenda by making a controversial permit request. Appeal to the City Council could result in tough decisions that may not be popular by the residents.

Formalizing the Special Use Permit process will provide transparency to the process and consistency in the decision-making process.

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

- LMC Chapter 5.06 Special Use Permits
- LMC Chapter 12.06 Sidewalk Permits

10:55 – 11:10 2020 Project Tracker / 2020 Future Council Agenda Items

This time is provided to review the new year 2020 Project tracking document, and the Future Council Agenda Items document. The Project Tracker provides the Council with quarterly updates on the work and status of a number of Council Priorities or required projects/tasks that need to be completed by the City. It is not a comprehensive list; the project tracker does not include the daily tasks required to provide services and maintain service levels to residents, businesses, or visitors, but provides a good review of the work being completed by the City.

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

- Annual Objective and Project Tracker 2020
- 2020 Future Council Agenda Items

11:10 – 11:15 Quarterly City Newsletter Recommendations – Distribution in March

The City will be publishing the quarterly Mayor and City Council Newsletter in late February – early March. Article topics at this time include but are not limited to:

- “A Minute with the Mayor” – L.I.F.E. 2.0 Community Meetings
- Spring Clean-up Coming Soon – Herb Amick / Sue Cragun
- Water Meter Replacement Project – Herb Amick
- Waste Loop Operating the Recycle Center – Herb Amick
- Wastewater Treatment Plant Upgrade Project – Herb Amick
- Leash Law Reminder and Overnight Rental Hotline – Sue Cragun
- Upcoming Festivals and Events – Sue Cragun
- Update on current / upcoming City projects – Herb Amick / Sue Cragun

Staff is requesting any additional suggestions from the Council at this time.

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

- 2019 Spring Newsletter

11:15 – 11:25 Council Open Discussion

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

11:25 – 11:35 Public Comment Period

The remainder of this time slot allows for the public to discuss items with the Council.



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

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FEB 0

TAB A

BY:

Mia Bretz
 Sharon Waters
 Clint Strand
 Jason Lundgren
 Anne Hessburg - *Mayor Pro Tem*
 Position No. 2 - *Vacant*
 Joel Walinski - *City Administrator*

**CITY OF LEAVENWORTH
 CITY COUNCIL POSITION NO. 2 VACANCY
 APPLICATION**

To be eligible, applicants must live within Leavenworth city limits and have lived within the City limits for the previous one-year period. Applicant must also be registered to vote. The person appointed to the City Council Position No. 2 will serve through the November 2021 City Council elections. In order to continue as a City Council member beyond that date, the individual appointed to this position must be willing to file for election with the Chelan County Auditor in 2021 for the November 2021 election cycle. If elected by the voters of Leavenworth, the term of that office would be through December 31, 2023. We appreciate your interest in serving your City in this capacity. Please complete this brief application and questionnaire to help provide sufficient information to the City Council in making this appointment. A letter of interest and completed application must be received by the Leavenworth City Clerk's office no later than **5:00 PM on Thursday, February 6, 2020** in order to continue with the Council selection process. The City Council will determine the completion of the selection process at the February 11, 2020 City Council meeting.

A. Please Print Clearly:

NAME: (Mr., Mrs., Ms.) Zeke Reister

HOME ADDRESS: 508 Ash St. Leavenworth 98826
Number Street Apt. City Zip Code

PHONE NUMBERS: 548-0406
Home Business Other (Specify)

E-MAIL: zreister@gmail.com FAX: _____

HOW LONG HAVE YOU LIVED IN THE CITY OF LEAVENWORTH? 26 years

B. Available for day meetings: yes Available for evening meetings: yes

C. Please describe (in 200 words or less) your reasons for seeking a position on the City of Leavenworth City Council, and why you believe you can represent the citizens of Leavenworth as a Council member.

I am seeking a council position because I believe our community is at risk of losing its small town way of life. Leavenworth is a destination resort with 2 million visitors a year which has significant impacts on the quality of life for those residents who live in the city and the surrounding residential neighborhoods. We have lost our affordable housing in this city. We have lost reasonable parking choices for our residents and our visitors. We have lost our Icicle and Wenatchee rivers to the excessive and unregulated number of tourists tubing in these waters. Working with the mayor, city administration, and fellow council members, I believe it is critical that we hold and facilitate multiple community meetings to hear the issues of concern for the business community and the residents of the neighborhoods. Along with identifying issues, these meetings would serve to open dialogue between members of our community who seldom talk to each other. I have the skills it requires to communicate, to listen, and to collaborate with fellow council and community members to ensure our downtown businesses continue to thrive and Leavenworth remains a place worth living.

D. Please give any training, experience, or civic & volunteer activities (past/present) that you possess that would be beneficial to the position you are seeking.

Working with my neighbors, I helped form a grass roots organization, "Leavenworth Neighbors Unite," in response to a coalition of airbnb owners who wanted to allow airbnbs within the city limits. In the process of canvassing our neighborhoods, gathering signatures, and making a visual and oral presentation to the planning commission, I learned that listening to individuals with diverse opinions, networking, seeking out and encouraging people with different skill sets, and having the tenacity to keep showing up at city meetings resulted in keeping our neighborhoods free from airbnbs. My work as a special education and elementary classroom teacher in the public schools for 23 years gave me excellent training in communicating critical concepts, checking for understanding, and establishing relationships with students, parents, and fellow teachers to facilitate learning in my classroom. Other volunteer activities include Boy Scouts, coaching Little League, and serving on the property maintenance committee for Faith Lutheran Church.

E. Have you ever served as a City Council member, or as a member of a city board or commission, or other local elected official? If so, please list city, state and dates of service.

I have not served in that capacity before.

F. What is your view of the role of a City Council member?

The role of a City Council member is to be informed and knowledgeable on the issues before the council, and to be accessible and responsive to the people of the Leavenworth community. In addition, a council member is to serve and engage on the committees one is assigned to, listen respectfully and express your perceptions in the same manner, and ask questions when you don't understand.

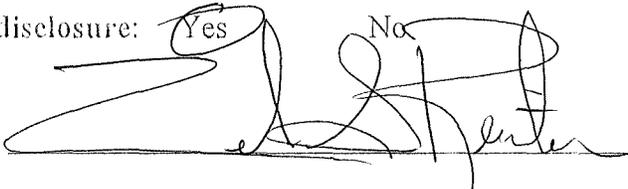
The Leavenworth City Council will review your application and may desire to conduct an interview. This application is subject to public disclosure. Your residential address and residential telephone number may be exempt unless you authorize disclosure.

Authorize full disclosure:

Yes

No

Your Signature:



Date:

2/5/20

Pursuant to RCW 42.17.240, the person appointed to the vacant Council position must within two weeks of being appointed file with the Public Disclosure Commission ("PDC") a Personal Financial Affairs Statement (PDC Form F-1); as well as a Supplement page (PDC Form F-1 Supplement), if applicable. More information on all the Public Disclosure Commission requirements is available from the PDC at its toll-free number of 1 (877) 601-2828 or on the PDC's website at www.pdc.wa.gov



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FEB 05 2020

BY:
Annè Hessburg – *Mayor Pro Tem*
Position No. 2 - *Vacant*
Joel Walinski - *City Administrator*

City Council
Carl J. Florea - *Mayor*
Carolyn Wilson
Mia Bretz
Sharon Waters
Clint Strand
Jason Lundgren

Name of Candidate: Zeke Reister Date: 02/04/2020

1. Discuss your interest in serving on the City Council.

I would like to serve on the City Council to help figure out how to welcome two million tourists a year to Leavenworth without degrading our small town way of life. I also believe it is essential to promote and hold community meetings where residents and business owners dialogue about what are the issues of concern in our community.

2. What do you perceive as the three most important concerns facing the City of Leavenworth? Discuss your vision for Leavenworth in five years? and in twenty years?

For me the three most important concerns would be the following.

- (1. Bringing back affordable housing to the real estate market in Leavenworth.
- (2. Alleviating our parking crisis for the tourists, our downtown work force, and our residents
- (3. Developers need to fully mitigate the impact their projects have on traffic and parking.

Within five years, I envision a planned development with affordable housing alongside homes priced at the market value. Viable solutions to the parking crisis have been implemented and tourists and residents find the parking spaces they need. We have devised a plan whereby the Icicle and Wenatchee rivers are used responsibly by commercial and independent tubing parties. A community center has been established and provides a gathering place where the recreational, creative, and social needs of the community are met.

In twenty years, we remain a Bavarian village and not a resort where people really live and raise their families. Our community has a viable and structurally sound water system that delivers high quality water to the residents at an affordable price. Individuals who were raised here can come back and live here because affordable housing is very much a component of the housing landscape. The Bavarian Village of Leavenworth whose downtown core is car free and whose festivals do not heavily impact the traffic flow of Highway 2 continues to thrive.

3. What are your thoughts related to residential and multi-family housing in Leavenworth? What improvements, if any, would you suggest?

Multi-family housing built in Leavenworth will ease our affordable housing crunch somewhat but the code under which they are built must ensure the existing residential housing in the neighborhood is not negatively impacted.

4. What is the toughest group that you have ever had to lead? What were the obstacles? How did you handle the situation?

The toughest was a group of alternative high school students in Yakima. The lead and charismatic teacher of the program had become terminally ill in March of the school year and his position was offered to me so that the program would remain open till June. I had never worked with significant at risk high school students as a group. Issues of absenteeism, hopelessness, and drug and alcohol dependency were issues I had little experience with. I welcomed them every day and told them I was glad they had made the decision to come to our program. I listened, I ignored behavior, I checked in with how things were at home –if they were willing to share, and kept a stack of chocolate bars for effort or kindness beyond the call of duty. I reminded them and myself that I was not Tom-the original lead teacher. I took cues from the para professional and taught them through individualized programs. We took them camping so we could get them out of town.

5. All cities face fiscal challenges: how would you address balancing the budget and consideration of the various alternatives and tradeoffs?

My knowledge of the city budget is very limited. What I do know is that the city derives its revenue from four sources. Operations are funded through Sales Tax, Property Tax, User Fees, and a Business & Operations tax. I would like to see the LAP funds implemented in a broader sense that would benefit both tourists and the residents.

6. What is your background in community service and what volunteer work have you done for the City of Leavenworth? Discuss your prior experience working with civic, community, or governmental organizations.

I have no volunteer work that was done for the City of Leavenworth. As for working with the community, I would list my experience with the grass roots organization, “Leavenworth Neighbors Unite” of which I was a charter member and have previously discussed in item D of the application.

7. Do you feel you have any potential conflicts of interest that may arise from your appointment to the Leavenworth City Council? And as a follow-up, have you considered the time and energy commitment necessary to serve on the City Council? Will this cause any conflict with your job or family responsibilities?

I do not believe I have any potential conflicts of interest that may arise from my appointment to the Leavenworth City Council. I have considered the time and energy necessary to serve and it is very significant and it can't help but conflict with my family responsibilities. However, I believe this to be a manageable situation.

February 11, 2020

LEAVENWORTH CITY COUNCIL STUDY SESSION
Wastewater Treatment Plant Improvements - Construction Phase

STUDY SESSION DISCUSSION OUTLINE:

- Introduction / Purpose
 - Project is entering the construction
 - Bids received/recommendation for award
 - Give Council background and what to expect during construction
 - Council Q&A

- Background
 - What is driving this project?
 - Dept of Ecology compliance / NPDES permit compliance
 - Wenatchee River TMDL – dissolved oxygen
 - Phosphorus reduction/treatment required
 - Plant upgrades/modernization
 - Last upgrade in 1998
 - Upgrades needed
 - Compliance schedule – Aug 2020 – extension request
 - Project funding – USDA Rural Development (RD)

 - What does the project include?
 - Design team and staff worked closely on selection of the project elements, equipment selection, and configurations
 - Project elements:
 - Phosphorus Removal
 - Secondary treatment / upgrades to existing -
 - Bio-P
 - Chemical precipitation
 - Tertiary treatment – Coagulation / Flocculation and Filtration
 - Plant upgrades– Some of the 20-year old (or more) equipment has reached its useful life and is being upgraded and/or replaced for next 20-years.
 - New headworks screen replacing grinder.
 - New cross connection control system
 - UV system conversion / upgrades (Schedule A)
 - Replace mechanical dewatering equipment (Schedule B)
 - Replace mechanisms and upgrade clarifiers 1 & 2. (mechanisms are 40-years old).

- Bid results / recommendation for award
 - City received responsive and competitive bids; 6 Bids received.
 - Low bid for Base Bid + Schedules A+B+C = \$8.11million – Stellar J Corporation, Woodland, WA.
 - Varela bid Review of low bidder complete and contractor(s) appear satisfactory.
 - RD (funding agency) is reviewing. Concurrence by RD is anticipated.
 - Recommend award to Stellar J Corporation – \$8.11 million – see recommendation of award letter for City Council action.

- Looking ahead to construction
 - Construction on an operational treatment plant is a difficult task
 - Maintaining treatment
 - Temporary facilities
 - NPDES permit / plant overflows
 - 1998 upgrades and challenges
 - Challenges ahead
 - This is a “retrofit” project – unexpected things arise, discoveries, etc.
 - Change orders are expected
 - Limited site available
 - Schedule
 - City decisions/contact and CO authorization

- Construction engineering (agreement amendment #3)
 - Varela scope and transmittal letter
 - Construction engineering
 - Onsite inspection
 - Materials testing
 - QA/QC
 - Varela team / same team members as the 1998 upgrade project

- Q&A / Discussion

February 7, 2020

Mayor and City Council
City of Leavenworth
700 Highway 2
Leavenworth, WA 98826

RE: Bid Award Recommendation for Wastewater Treatment Plant Improvements

Dear Mayor and City Council,

Bids were opened on January 29th, 2020 at 2:00 PM for the Wastewater Treatment Plant Improvement project. Six (6) bids were received and reviewed. A detailed bid tabulation of the bids is attached. The low bidder for the base bid plus all schedules (A, B, and C) is Stellar J Corporation of Woodland, WA.

We have reviewed the bid package submitted by the low bidder and find it in order. We have also inquired about the bidder's past performance and financial status, and the reports are satisfactory.

The project base bid is within the Rural Development (RD) funding budget; however, if the additive schedules are awarded the project exceeds the budget by \$1.7 million. To award the full project (base bid plus all schedules) funds from the lower priority collection system improvements will need to be reallocated to the treatment budget.

City staff, Mayor, and Varela met on February 6, 2020 to discuss prioritization of improvements and options. Based on discussion at the meeting, and City priorities, we recommend the City award the full treatment project (i.e. based bid + schedules A, B, and C) to the low bidder, Stellar J Corporation, contingent upon RD approval of award.

Upon City Council action to award the contract, and upon RD approval, we will initiate the paperwork with the City and Contractor.

Additionally, pursuant to City request Varela will initiate RD supplemental funding (grant/loan) for the collection system funds reallocated for treatment. We will keep the City apprised of options and potential funding offer from RD.

As always, if you have any questions please don't hesitate to contact me.

Sincerely,

VARELA & ASSOCIATES, INC.



Daniel D. Cowger, P.E.
Principal

I HEREBY CERTIFY THAT THIS TABULATION IS A TRUE
AND ACCURATE RECORD OF BIDS RECEIVED AND READ
AT THE TIME AND PLACE INDICATED.
BY: Daniel D. Cowger, P.E.

BASE BID			ENGINEER'S ESTIMATE		STELLAR J 1363 Down River Drive Woodland, WA 98674		HARBOR PACIFIC CONST. 19628 - 144th Ave. NE, Suite A Woodinville, WA 98072		APOLLO CONST. 1133 W. Columbia Drive Kennewick, WA 99336		DW EXCAVATING PO Box 1089 Davenport, WA 99122		MCCLURE & SONS 15714 Country Club Dr. Mill Creek, WA 98012		PACIFIC CIVIL & INFSTR. 1214 - 140th Ave. Ct. E Sumner, WA 98390		
Section	Item	Description (Bid Item)	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
01 01 00	SPECIAL REQUIREMENTS/BID ITEMS																
	(1)	All Work Not Included In Bid Items 2 - 5	Lump Sum	\$ 3,887,000.00	\$ 3,887,000.00	\$ 4,610,000.00	\$ 4,610,000.00	\$ 4,520,000.00	\$ 4,520,000.00	\$ 5,096,000.00	\$ 5,096,000.00	\$ 4,943,000.00	\$ 4,943,000.00	\$ 4,896,731.00	\$ 4,896,731.00	\$ 5,116,830.00	\$ 5,116,830.00
	(2)	SWPP/SPP Plan	Lump Sum	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 1,000.00	\$ 1,000.00	\$ 7,800.00	\$ 7,800.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00
	(3)	Minor Changes	50,000 EA	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00
Div 26	ELECTRICAL																
	(4)	(not including Schedules A, B and C)	Lump Sum	\$ 1,150,000.00	\$ 1,150,000.00	\$ 650,000.00	\$ 650,000.00	\$ 550,000.00	\$ 550,000.00	\$ 1,215,000.00	\$ 1,215,000.00	\$ 650,000.00	\$ 650,000.00	\$ 700,000.00	\$ 700,000.00	\$ 537,500.00	\$ 537,500.00
31 23 00	TRENCH, EXCAVATION, BACKFILL & COMPACTION																
	(4)	Trench Excavation Safety System	Lump Sum	\$ 5,000.00	\$ 5,000.00	\$ 75,000.00	\$ 75,000.00	\$ 105,000.00	\$ 105,000.00	\$ 1,000.00	\$ 1,000.00	\$ 166,000.00	\$ 166,000.00	\$ 50,000.00	\$ 50,000.00	\$ 10,000.00	\$ 10,000.00
SUBTOTAL				\$ 5,097,000.00		\$ 5,400,000.00		\$ 5,245,000.00		\$ 6,363,000.00		\$ 5,816,800.00		\$ 5,697,731.00		\$ 5,719,330.00	
SALES TAX 8.4%				\$ 428,148.00		\$ 453,600.00		\$ 440,580.00		\$ 534,492.00		\$ 488,611.20		\$ 478,609.40		\$ 480,423.72	
BASE BID AMOUNT				\$ 5,525,148.00		\$ 5,853,600.00		\$ 5,685,580.00		\$ 6,897,492.00		\$ 6,305,411.20		\$ 6,176,340.40		\$ 6,199,753.72	

SCHEDULE A: UV SYSTEM UPGRADE			ESTIMATED QUANTITY	UNIT PRICE	AMOUNT												
Section	Item	Description (Bid Item)															
01 01 00	SPECIAL REQUIREMENTS/BID ITEMS																
	(A1)	UV Building Demolition and Improvements	Lump Sum	\$ 90,000.00	\$ 90,000.00	\$ 270,000.00	\$ 270,000.00	\$ 255,000.00	\$ 255,000.00	\$ 278,000.00	\$ 278,000.00	\$ 236,000.00	\$ 236,000.00	\$ 233,000.00	\$ 233,000.00	\$ 530,341.00	\$ 530,341.00
	(A2)	Schedule A Electrical	Lump Sum	\$ 60,000.00	\$ 60,000.00	\$ 155,000.00	\$ 155,000.00	\$ 145,000.00	\$ 145,000.00	\$ 142,000.00	\$ 142,000.00	\$ 160,000.00	\$ 160,000.00	\$ 115,000.00	\$ 115,000.00	\$ 134,000.00	\$ 134,000.00
46 66 23	ULTRAVIOLET DISINFECTION SYSTEM																
	(A3)	Ultraviolet Disinfection System	Lump Sum	\$ 345,000.00	\$ 345,000.00	\$ 180,000.00	\$ 180,000.00	\$ 210,000.00	\$ 210,000.00	\$ 168,900.00	\$ 168,900.00	\$ 222,000.00	\$ 222,000.00	\$ 378,000.00	\$ 378,000.00	\$ 150,000.00	\$ 150,000.00
SUBTOTAL				\$ 495,000.00		\$ 605,000.00		\$ 610,000.00		\$ 588,900.00		\$ 618,000.00		\$ 726,000.00		\$ 814,341.00	
SALES TAX 8.4%				\$ 41,580.00		\$ 50,820.00		\$ 51,240.00		\$ 49,467.60		\$ 51,912.00		\$ 60,984.00		\$ 68,404.64	
SCHEDULE A AMOUNT				\$ 536,580.00		\$ 655,820.00		\$ 661,240.00		\$ 638,367.60		\$ 669,912.00		\$ 786,984.00		\$ 882,745.64	

SCHEDULE B: MECHANICAL DEWATERING IMPROVEMENTS			ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Section	Item	Description (Bid Item)															
01 01 00	SPECIAL REQUIREMENTS/BID ITEMS																
	(B1)	Dewatering Building Demolition and Improvements	Lump Sum	\$ 85,000.00	\$ 85,000.00	\$ 105,000.00	\$ 105,000.00	\$ 226,000.00	\$ 226,000.00	\$ 84,000.00	\$ 84,000.00	\$ 135,000.00	\$ 135,000.00	\$ 133,000.00	\$ 133,000.00	\$ 439,003.00	\$ 439,003.00
	(B2)	Schedule B Electrical	Lump Sum	\$ 90,000.00	\$ 90,000.00	\$ 255,000.00	\$ 255,000.00	\$ 243,000.00	\$ 243,000.00	\$ 120,000.00	\$ 120,000.00	\$ 271,000.00	\$ 271,000.00	\$ 260,000.00	\$ 260,000.00	\$ 222,000.00	\$ 222,000.00
46 76 33	DECANTER CENTRIFUGE SYSTEM																
	(B3)	Decanter Centrifuge Dewatering System	Lump Sum	\$ 610,000.00	\$ 610,000.00	\$ 625,000.00	\$ 625,000.00	\$ 625,000.00	\$ 625,000.00	\$ 597,000.00	\$ 597,000.00	\$ 750,000.00	\$ 750,000.00	\$ 990,000.00	\$ 990,000.00	\$ 533,000.00	\$ 533,000.00
	(B4) ⁽¹⁾	Decanter Centrifuge Dewatering System (Reduced Capacity)	Lump Sum			\$ 600,000.00		\$ 590,000.00		\$ 559,000.00		\$ 700,000.00		\$ 955,000.00		\$ 498,000.00	
(1) Alternate option. Not included in total. If Bid Item B4 is awarded it will replace B3.																	
SUBTOTAL				\$ 785,000.00		\$ 985,000.00		\$ 1,094,000.00		\$ 801,000.00		\$ 1,156,000.00		\$ 1,383,000.00		\$ 1,194,003.00	
SALES TAX 8.4%				\$ 65,940.00		\$ 82,740.00		\$ 91,896.00		\$ 67,284.00		\$ 97,104.00		\$ 116,172.00		\$ 100,296.25	
SCHEDULE B AMOUNT				\$ 850,940.00		\$ 1,067,740.00		\$ 1,185,896.00		\$ 868,284.00		\$ 1,253,104.00		\$ 1,499,172.00		\$ 1,294,299.25	

SCHEDULE C: CLARIFIER IMPROVEMENTS			ESTIMATED QUANTITY	UNIT PRICE	AMOUNT												
Section	Item	Description (Bid Item)															
01 01 00	SPECIAL REQUIREMENTS/BID ITEMS																
	(C1)	Clarifier Improvements	Lump Sum	\$ 543,000.00	\$ 543,000.00	\$ 450,000.00	\$ 450,000.00	\$ 550,000.00	\$ 550,000.00	\$ 562,000.00	\$ 562,000.00	\$ 549,000.00	\$ 549,000.00	\$ 500,000.00	\$ 500,000.00	\$ 609,740.00	\$ 609,740.00
	(C2)	Schedule C Electrical	Lump Sum	\$ 20,000.00	\$ 20,000.00	\$ 43,000.00	\$ 43,000.00	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00	\$ 45,000.00	\$ 45,000.00	\$ 50,000.00	\$ 50,000.00	\$ 37,000.00	\$ 37,000.00
SUBTOTAL				\$ 563,000.00		\$ 493,000.00		\$ 590,000.00		\$ 612,000.00		\$ 594,000.00		\$ 550,000.00		\$ 646,740.00	
SALES TAX 8.4%				\$ 47,292.00		\$ 41,412.00		\$ 49,560.00		\$ 51,408.00		\$ 49,896.00		\$ 46,200.00		\$ 54,326.16	
SCHEDULE C AMOUNT				\$ 610,292.00		\$ 534,412.00		\$ 639,560.00		\$ 663,408.00		\$ 643,896.00		\$ 596,200.00		\$ 701,066.16	
BASE BID + ALL SCHEDULES				\$ 7,522,960.00		\$ 8,111,572.00		\$ 8,172,276.00		\$ 9,067,551.60		\$ 8,872,323.20		\$ 9,058,696.40		\$ 9,077,864.78	

Where shown highlighted Bidder's subtotals and/or tax amount left blank. Amounts shown herein have been filled in and/or corrected based on unit prices.

January 24, 2020

Mr. Joel Walinski, City Administrator
City of Leavenworth
Box 287
Leavenworth WA 98826

Subject: Leavenworth Wastewater Treatment Upgrade Project
Agreement Amendment #3

Dear Joel,

Attached please find Amendment #3 to the wastewater engineering services agreement for City review and approval.

The primary focus of Amendment #3 is construction phase services associated with the construction of the treatment plant improvements. Primary construction tasks include construction engineering, onsite inspection, construction management, material testing, operation/maintenance manual, and other related or incidental tasks. The amendment also reconciles and updates other existing tasks and budgets as they have evolved in completion of the work thus far. We have kept the City apprised regarding items to be reconciled via communications and per progress memos accompanying monthly invoicing.

The attached PDF (6 pages) includes Amendment #3 (i.e. Exhibit K + Attachments 1 & 2). I believe the amendment is straight-forward and mostly self-explanatory. It represents our good faith estimate of the anticipated construction phase engineering and assistance that is needed in conjunction with construction implementation of the plant upgrades. Nevertheless, due to the magnitude and specialized nature of this work, I would suggest we discuss and talk through it after you have had an initial read through.

In addition, the following bullets provide additional comments/explanation/documentation for your consideration.

- Following is a summary of Varela's current engineering agreement and amendment totals; and, the future agreement total with Amendment #3 included:

Engineering Agreement and Amendments	Amount
Original Agreement (4/27/18)	\$1,046,510
Amendment #1 (1/23/19)	\$339,957
Amendment #2 (6/17/19)	\$33,948
Total Current Agreement Amount	\$1,420,415
Amendment #3 – Construction Phase Services	\$966,399
Total New Agreement Amount	\$2,386,814

- Following is a summary of the current project funding budget per the funding package from USDA Rural Development (RD):

Budget Category	Funding Budget Amount
Total Construction (Treatment + Collection)	\$9,264,000
Engr/Design/Const Mgt/Inspection	\$2,706,000
Contingency Fund	\$1,685,000
Misc. (interim financing, bond counsel, legal)	\$285,000
Total Project Budget	\$13,940,000

- The engineering budget totals excerpted from the two previous tables are:
 - Total contract amount with Amendment #3 = \$2,386,814
 - Total budget for engineering = \$2,706,000

With Amendment #3 included, the VA total contract amount remains within the total engineering budget available. However, please note that the total budget of \$2,706k is intended to include future anticipated construction phase work for collection system upgrades (including the South Interceptor Sewer project). Those services are not yet included in our agreement total of \$2,384k (in the first table above). The future collection system construction phase work could be in the \$400k to \$500k range, depending on the scope of collection work implemented.

The budget is not far off from what is needed, but some adjustments will be necessary. Per our discussions last year, this was anticipated due to the important project additions and revisions the City opted to add during the treatment plant design phase so as to wind up with the needed end product for operation of the plant for the next 20-year planning period, and well beyond. Dana indicated he estimated an additional \$300k to \$350k budget will probably be needed.

- We will need to have overall funding and project budget discussions with you (i.e. both engineering budget and construction budget). Per our previous conversations, budget revisions will need to be covered through either adjusting project scope of improvements, or obtaining additional funding from RD, or both. As we discussed, these decisions are planned for the weeks after bids are received and overall project budget is updated and assessed.
- Also, planning discussion is needed and subsequent decisions regarding the protocol and contact persons after your departure at the end of February. Procedure for this a significant concern to us as it pertains to dealing with various project decisions, change order approvals, etc. that will be needed. We would like to make sure this gets discussed and addressed prior to your departure.
- Another item to note which will require some follow up discussion is the arrangement for SCADA/controls system programming for the treatment plant. Historically programming is either included as part of the construction contract, or part of the engineering contract. However, as we discussed, it is becoming more common for the owner to directly contract for the programing; the advantage being the owner works directly with the programmer on user interface, options, etc. the City desires without working through the contractor; this option also gives the City the ability to choose the programmer, rather than the Contractor choosing; and since programing portion typically

is ongoing after the project this allows the City's programmer (Z-engineers) to do the initial and ongoing work. Rather than include in Varela's contract, we recommend the City contract directly with Z-engineers (as the City has done in the past); however, we can include in our contract if the City prefers. In either case, some further discussion is needed.

- Another item we wanted to point out is our construction phase team has an extensive history with Leavenworth; and has integral knowledge of Leavenworth's treatment plant; including design and construction engineering during the 1998 upgrade. A couple highlights from team include:
 - Kurt Holland, Construction Phase Engineer –Kurt was the onsite resident engineer during Leavenworth's 1998 upgrade; and Kurt provided QA/QC during design of the current upgrade and will oversee construction phase engineering services. Kurt is a principal at Varela & Associates and has 30 years experience in construction and wastewater engineering.
 - Mark Esvelt, Process Engineer –Mark was the process designer for Leavenworth's 1998 upgrade and process and designer for the new phosphorus treatment system. Mark has extensive experience in wastewater analysis, design, and construction in the northwest over the last 30 years.
 - Dave LaFrancesca, Onsite Inspector – Dave has been lead inspector on numerous wastewater treatment plants over the last 20 years including: Colville, Cheney, Coulee Dam, Curlew, and others.

This is a complicated and challenging project. We hope that moving into construction phase with an experienced team, and members who were part of the past upgrade in 1998 gives the City peace of mind.

- As you know, contracts and amendments require Rural Development (RD) approval. I'd like to get this forwarded to Dave Dunnell at RD as soon as possible for their review. Let me know if we can do so now or if you would like us to wait. We have discussed this amendment with RD and do not anticipate any problems with receiving RD concurrence.

Let me know if you have questions and if you would like to discuss this amendment either in person or via phone.

Thank you again for City staff's hard work (Joel, Herb, Antonio, and others) over the last 18 months in getting to this point. It takes significant City effort – we can't do our work without your hard work. The City's involvement and collaboration has wound up with a better / valued added project result. Thank you for your efforts..

We appreciate working for you and look forward to continuing progress forward.

Sincerely yours,

VARELA & ASSOCIATES, INC.



Kurt Holland
Principal



Dana V. Cowger
Principal

This is **EXHIBIT K**, consisting of 5 pages total, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 27, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

A1.01 *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: April 27, 2018
- b. Owner: City of Leavenworth
- c. Engineer: Varela & Associates, Inc.
- d. Project: Wastewater Collection and Treatment Facilities Improvements

A1.02 *Description of Modifications:*

Refer to Attachment 1 for Revised Project Scope, Scope of Work, Compensation, Schedule, and Authorization to Proceed. Also, Attachments 2 is referenced in Attachment 1.

A1.03 *Agreement Summary (Reference only)*

a. Original Project amount:	\$ <u>1,046,510</u>
b. Net change for prior amendments:	\$ <u>373,905</u>
c. This Amendment amount:	\$ <u>966,399</u>
d. Adjusted Project amount:	\$ <u>2,386,814</u>

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is date executed by the Owner.

OWNER:

ENGINEER:

City of Leavenworth

Varela & Associates, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date Signed: _____

ATTACHMENT 2 to EXHIBIT K AMENDMENT No. 3

Engineering Scope and Cost Worksheets

City of Leavenworth, WA					
Wastewater Collection and Treatment Facility Improvements					1/24/2020
Job No.	Description	Fee Type (1)	Agreement and Amend. 1&2	Amendment #3	Revised Agreement
	A1.01 Basic Services - Study and Report Phase				
14-11-01	Supplemental Evaluations	T&E	<i>not included</i>		
	Sub-Total				
	A1.02 Basic Services - Preliminary Design Phase; and A1.03 Basic Services - Final Design Phase				
14-11-02	Site Topographic and Boundary Surveys	T&E	\$50,970		\$50,970
14-11-03	Geotechnical Investigation	T&E	\$47,850		\$47,850
14-11-04	Tertiary Treatment Predesign, Site Selection, Bio-F	T&E	\$122,080		\$122,080
14-11-05	Treatment Plant Electrical & Controls Predesign	T&E	\$22,880		\$22,880
14-11-06	Treatment Plant Impr Design/Plans/Specifications	FC	\$705,752		\$705,752
14-11-07	South Interceptor Design/Plans & Specifications	FC	\$80,320		\$80,320
14-11-08	Collection System Impr Design/Plans/Specifications	FC	\$220,880		\$220,880
	Sub-Total		\$1,250,732	\$0	\$1,250,732
	A1.04 Basic Services - Bidding or Negotiating Phase; and A1.05 Construction Phase; and A1.06 Post-Construction Phase				
14-11-09	Treatment Plant Bid Period Assistance	T&E	\$30,820		\$30,820
14-11-10	Treatment Plant Record Drawings	FC	<i>to be deter.</i>	\$28,951	\$28,951
14-11-11	Treatment Plant O&M Manual(s)	FC	<i>to be deter.</i>	\$28,038	\$28,038
14-11-12	South Interceptor Bid Period Assistance	T&E	\$12,910		\$12,910
14-11-13	South Interceptor Record Drawings	FC	<i>to be deter.</i>		
14-11-14	Collection System Bid Period Assistance	T&E	\$16,830		\$16,830
14-11-15	Collections System Record Drawings	FC	<i>to be deter.</i>		
	Sub-Total		\$60,560	\$56,990	\$117,550
	A2.01 - Additional Services				
14-11-16	Collection Sys Cleaning/Video Insp. and Future Priorit. Asst	T&E	<i>to be deter.</i>		
14-11-17	Collection System Smoke Testing Assistance	T&E	<i>to be deter.</i>		
14-11-18	Treatment Plant Construction Engineering	T&E	<i>to be deter.</i>	\$435,760	\$435,760
14-11-19	Treatment Plant Construction Inspection	T&E	<i>to be deter.</i>	\$362,056	\$362,056
14-11-20	South Interceptor Construction Engineering	T&E	<i>to be deter.</i>		
14-11-21	South Interceptor Construction Inspection	T&E	<i>to be deter.</i>		
14-11-22	Collection System Construction Engineering	T&E	<i>to be deter.</i>		
14-11-23	Collection System Construction Inspector	T&E	<i>to be deter.</i>		
14-11-24	Treatment Materials Testing/Quality Control	T&E	<i>to be deter.</i>	\$22,440	\$22,440
14-11-25	Regulatory Review and Approval Process	T&E	\$5,850	\$3,300	\$9,150
14-11-26	Equipment Tours at Existing Treatment Plants	T&E	\$6,720		\$6,720
14-11-27	Assistance with Right-of-Way/Easement Acquisition	T&E	\$3,930	\$9,972	\$13,902
14-11-28	Permit Assistance	T&E	\$30,672		\$30,672
14-11-29	NPDES Permit Assistance	T&E	<i>to be deter.</i>	\$10,930	\$10,930
14-11-30	Project Management/Client Meetings	T&E	\$38,161	\$16,934	\$55,095
14-11-31	Financing and Funding Admin. Assistance	T&E	\$9,550		\$9,550
14-11-32	Public Meetings Assistance	T&E	<i>to be deter.</i>	\$7,704	\$7,704
14-11-33	Operating Assistance--1st Year	T&E	<i>to be deter.</i>	\$40,313	\$40,313
14-11-35	Facility Plan Addendum	T&E	\$14,240		\$14,240
	Sub-Total		\$109,123	\$909,410	\$1,018,533
	TOTAL		\$1,420,415	\$966,399	\$2,386,814
	Notes: (1) T&E = Time & Expenses; FC = Fixed Cost / Lump Sum (2) From EJCDC E500, Exhibit A - Engineer's Services				

ATTACHMENT 2 to EXHIBIT K AMENDMENT No. 3

Engineering Scope and Cost Worksheets

City of Leavenworth, WA		FEE ESTIMATE WORKSHEET					1/24/2020
		Sen. Engr / Prin.	Engr	Inspct	Tech / Proj Asst	Direct Expense	
Wastewater Collection and Treatment Facility Improvements		\$ 151	\$130	\$100	\$86		TOTAL
14-11-10	Treatment Plant Record Drawings						
	Review and prepare record drawings: <i>127 sheets, EngrTech 1.5hr/sht, Engr .5hr/sht</i>	63.5		191			\$ 28,651
	Expenses					\$ 300	\$ 300
	Subtotal	63.5	0	191	0	\$ 300	\$ 28,951
14-11-11	Treatment Plant O&M Manual						
	Update Existing O&M Manual	20	60		16	\$ 16	\$ 12,198
	EEE Subconsultant					\$ 15,840	\$ 15,840
	Subtotal	20	60	0	16	\$ 15,856	\$ 28,038
14-11-18	Treatment Plant Construction Engineering						
	Construction Engineering: <i>est. 16 hrs/wk for 7 mnth, 12 hrs/wk for 6 mnths</i>	736					\$ 111,283
	Electrical Subconsultant					\$ 54,725	\$ 54,725
	Structural Subconsultant					\$ 22,000	\$ 22,000
	EEE Subconsultant					\$ 45,100	\$ 45,100
	Preparation of QA/QC Report	16					\$ 2,419
	Submittals	248			55		\$ 42,250
	O&M equip. Manuals	8	68		17		\$ 11,491
	Pay Estimates / Mnthly Report	150			11		\$ 23,652
	Weekly Construction Meetings	228			114		\$ 44,323
	American Iron & Steel (AIS): AIS requirements are new to USDA Rural Development (RD), and, as a result, RD policies are still evolving and being formulated by RD. <i>assuming 12 hrs/mnth for 14 mnths</i>		168				\$ 21,773
	Closeout	80			80		\$ 19,008
	Expenses (<i>breakdown of assumptions are attached</i>)					\$ 22,162	\$ 22,162
	Certified Payroll	7			168		\$ 15,574
	Subtotal	1473	236	0	445	\$ 143,987	\$ 435,760
	<i>Note: Estimated quantities will be reviewed and monitored as construction progresses and adjusted, if needed, based on actual Contractor's schedule, workforce and progression of construction.</i>						
14-11-19	Treatment Plant Construction Inspection						
	Onsite Observation			2280	1000		\$ 314,400
	Safety Meetings (1 per wk w/ contractor @ .5 hr EA) <i>employee interview: (not needed on RD funded projects)</i>			14	14		\$ 2,656
	Expenses: (<i>Budget allowance based on 50% the federal rates and weekly travel from Wenatchee</i>).					\$ 45,000	\$ 45,000
	Subtotal	0	0	2294	1014	\$ 45,000	\$ 362,056
14-11-24	Treatment Materials Testing/Quality Control						
	Compaction Testing: (<i>8mnths @ \$660/mnth</i>)					\$ 5,280	\$ 5,280
	CSI Wenatchee - Special Inspection - concrete, rebar and structural steel ⁽¹⁾					\$ 17,160	\$ 17,160

ATTACHMENT 2 to EXHIBIT K AMENDMENT No. 3

Engineering Scope and Cost Worksheets

City of Leavenworth, WA		FEE ESTIMATE WORKSHEET					1/24/2020
		Sen. Engr / Prin.	Engr	Inspct	Tech / Proj Asst	Direct Expense	
Wastewater Collection and Treatment Facility Improvements		\$ 151	\$130	\$100	\$86		TOTAL
<i>(1) Budget allowance; actual cost based on subconsultant invoice and site/project conditions encountered during construction.</i>							
Subtotal		0	0	0	0	\$ 22,440	\$ 22,440
14-11-25	<u>Regulatory Review and Approval Process</u>						
This work task was originally intended for Ecology regulatory review and approval. The approval process wound up being straightforward & the budget for this item (\$5850) was not expended. However, unanticipated & unplanned additional work was required by Rural Development (RD) for inclusion & incorporation of new requirements to comply w/ the American Iron & Steel (AIS) requirements. The amount included is to reconcile the amount invoiced to-date.						\$ 3,300	\$ 3,300
Subtotal		0	0	0	0	\$ 3,300	\$ 3,300
14-11-27	<u>Assistance with Right-of-Way/Easement Acquisition</u>						
Initial budget allowance of this item was expended. Cost to date exceed budget for work outside of the original scope as noted on past invoices for ROW assistance pertaining to the S. Interceptor Sewer project.							
Reconcile amount for costs incurred to date						\$ 2,412	\$ 2,412
Additional budget allowance for ongoing ROW assistance, on as needed basis		50					\$ 7,560
Subtotal		50	0	0	0	\$ 2,412	\$ 9,972
14-11-29	<u>NPDES Permit Assistance</u>						
No budget for this task was include in initial consultant agreement. Work requested by City is noted on past invoices for various NPDES assistance and permit compliance. Additional, ongoing assistance will be required during construction. The anticipated amount is not currently known.							
Reconcile amount for costs to date						\$ 3,370	\$ 3,370
Additional budget allowance for future assistance, on as needed basis		50					\$ 7,560
Subtotal		50	0	0	0	\$ 3,370	\$ 10,930
14-11-30	<u>Project Management/Client Meetings</u>						
Budget allowance for project management and construction progress reporting, contract management, council mtgs, coord. w/ City. (assume 8 hrs/mnth)		112					\$ 16,934
Subtotal		112	0	0	0	\$ -	\$ 16,934

ATTACHMENT 2 to EXHIBIT K AMENDMENT No. 3

Engineering Scope and Cost Worksheets

City of Leavenworth, WA		FEE ESTIMATE WORKSHEET					1/24/2020
		Sen. Engr / Prin.	Engr	Inspct	Tech / Proj Asst	Direct Expense	
Wastewater Collection and Treatment Facility Improvements		\$ 151	\$130	\$100	\$86		TOTAL
14-11-31	Financing and Funding Admin. Assistance						
	Outlay Report and Funding administration assistance: <i>it is anticipated the city will be self-performing the funding administration tasks; however further discussion with City staff may indicate VA assistance desired or needed. The budget will addressed a that time.</i>						<i>To be determined</i>
14-11-32	Public Meetings Assistance						
	Preparation for and attend public meeting with property owners directly affected by the South interceptor replacement work was requested and noted on past invoices. There was no initial budget for this task. This amount reconciles the costs to-date and includes a 40 hour budget allowance for future meetings if needed.		40		0	\$ 2,520	\$ 7,704
	Subtotal	0	40	0	0	\$ 2,520	\$ 7,704
14-11-33	Operating Assistance--1st Year						
	Startup Services, Operator Training: <i>included in onsite inspection</i>						
	Initial budget allowance: dialing the advanced treatment systems may end up being a significant effort	200					\$ 30,240
	Additional assistances						<i>To be determined</i>
	EEE Subconsultant					\$ 5,000	\$ 5,000
	11th Month Inspection	16		24		\$ 254	\$ 5,073
	CMMS - <i>not included at this time</i>						<i>To be determined</i>
	Additional assistance maybe needed and is unknown at this time. Additional service needs will be assessed at the time the current budget is expended						<i>To be determined</i>
	Subtotal	216	0	24	0	\$ 5,254	\$ 40,313
	TOTAL	1985	336	2509	1476	\$ 244,439	\$ 966,399

RESOLUTION NO. XX-2020

CITY OF LEAVENWORTH, WASHINGTON

**A RESOLUTION OF THE CITY OF LEAVENWORTH, WASHINGTON,
AMENDING THE FESTHALLE FACILITIES POLICY**

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

WHEREAS, the City of Leavenworth will oversee the operations, management, and financial activities of the Festhalle & Civic Center, and

WHEREAS, the Festhalle policy document is intended to provide for policies where none exist; to clarify and combine existing policies where possible; and to establish a basis for fair and equitable decisions.

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

The Festhalle Facilities Policy of the City of Leavenworth attached hereto and incorporated herein is hereby amended and approved by the City of Leavenworth. Resolution No. 10-2013 is hereby repealed.

Passed by the City Council of the City of Leavenworth and approved by the Mayor this _____ day of _____, 2020.

CITY OF LEAVENWORTH

By:

Carl J. Florea, Mayor

Attest:

Chantell Steiner
Finance Director/City Clerk

Leavenworth Festhalle Facilities Policy



1001 Front Street, Leavenworth, WA 98826
(509) 548-6789 / Festhalle@cityofleavenworth.com

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General Policy Statement

This policy document is intended to: provide for policies where none exist; to clarify and combine existing policies where possible; to establish a user fee schedule; and to establish a basis for fair and equitable decisions.

The purpose of the Leavenworth Festhalle is:

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

Definitions

1. **Applicant** refers to individuals or groups reserving a facility and completing and signing an application for use.
2. **Application** refers to the Festhalle form titled “Facility Use Application.”
3. **Booking Portion** refers to the \$500 down payment on the Security/Damage/Cleaning Deposit which is due at time of reservation request in order to secure dates on the calendar.
4. **Building** refers to the Leavenworth Festhalle.
5. **Manager** refers to the Festhalle Events Manager or designee.
6. **Non-profit organization** means any group chartered, organized, and acting as a Washington State non-profit organization 501c3 or equivalent.
7. **Private Use** refers to organizations or individuals requesting use of the building for activities that the general public is not invited to attend. This includes, but is not limited to, use by private parties, governments other than the City of Leavenworth, political parties, unions, religious groups, military, etc.
8. **Leavenworth Area** shall be defined as: within the Cascade School district boundaries.

9. **Leavenworth Community Group** is any organization based in the City of Leavenworth whose primary purpose is to provide support and service to the community, free of charge, and is open in membership to all Leavenworth residents; has an adult Leavenworth resident as a board member; and the majority of the membership is based in the Leavenworth area.
10. **User** will include any group, organization, or individuals who reserve and use space in the Festhalle. In the case of private use, the term “user” shall refer to the individual(s) signing rental or use agreements. Users are defined as follows:

10.1 Private, Ticketed Public, and Non- Profit.

An Event is:

- A. **Ticketed Public Event:** Any Event open to the general public as evidenced by general advertising or signage and where attendees are able to purchase tickets in advance or on the day of the event.
- B. **Private Event:** Any Event open to invited attendees only, and not open or advertised to the general public.
- C. **Non-Profit Free, “By Donation” or Advance-Ticketed Event:** Any Event that is open to the general public at no cost, “by donation,” or via ticket purchases in-advance only, but where the general public is not able to purchase tickets on the day of the event and where User is a non-profit organization or Leavenworth Community Group.

Facility Use Policies

1. Use of illegal drugs, smoking, or any other illegal activity is not permitted in the building. No weapons of any kind are permitted with the exception of on duty law enforcement officers.
2. Alcoholic beverages will be permitted in the building only when an organization, group, or individual has reserved an available space for a private or public function and the reserving party has secured the appropriate permit issued by the Washington State Liquor & Cannabis Board. The permit, or a true copy thereof, shall be furnished to the Manager or designee at least ten (10) days prior to the event.
3. Alcoholic beverages may only be consumed inside the building. Alcohol is prohibited in the parking lots and other outside areas, unless expressly authorized in the Facility Use Application.

User / Applicant Responsibilities

1. User/applicant is responsible for any and all damage to facilities or grounds. If damage occurs, the Manager will obtain an estimate for repairs, and bill the group or individual applicant the amount of the estimate. Up to a 15 percent (15%) administrative charge may be assessed in addition to the cost of repairs.
2. User shall comply with facility policies and procedures, City codes, and ordinances.

3. User shall agree to provide proof of insurance.
4. User is responsible for (1) supervision and control of group or individuals to prevent injury and ensure safety, before, during, and after use of building, (2) Payment of fees and charges, and (3) damage to equipment, property, or grounds which occur as a result of their scheduled activity.
5. User groups and individuals will be responsible to provide materials, supplies, and decorations, to be used in conjunction with the use of the facility. The City or Festhalle management is not responsible to store articles or supplies. The City or Festhalle management is not responsible for loss or theft of articles left in the building.
6. User groups and individuals will be responsible for set-up, break-down, and general cleanup of the space. Removal and disposal of garbage, decorations, and miscellaneous materials must be completed at the conclusion of an event.
7. The person completing the Facility Use Application must be at least 21 years of age and must be present during the event. The person signing the Facility Use Application and Rental Agreement will be considered the responsible party in case of damage, theft, or disturbances during the rental event. Said party must provide written proof of authority for the person signing the contract.

Security / Damage / Cleaning Deposit

1. All events will pay a **Security / Damage / Cleaning Deposit**. A minimum deposit will be \$1,250 for all events; large events exceeding 500 attendees require a Security/Damage/Cleaning Deposit of \$1,750; \$500 of the deposit is required at the time of booking in order to secure and reserve a date and have it listed on the Festhalle calendar of events. This portion of the deposit is the "booking portion" of the deposit. The deposit will be refunded at the discretion of the Festhalle Manager. Any damages other than normal wear and tear will be charged to contract sponsor and may include repair and loss of use costs. Failure to return building keys will result in an additional \$250 fee.
2. Facility must be returned in the same condition as it was at the start of the Rental Period. Cleaning expectations include trash taken out, all floors swept, kitchen cleaned and any spills or messes mopped up. User must supply their own garbage bags, cleaning chemicals or other supplies. User may work with Festhalle management to hire Festhalle staff to assist with or perform these expectations in their stead. Such arrangements must be made in advance and included in Rental Agreement. Cleanup guidelines will be attached to the Festhalle Facilities Policy (**Exhibit B**) and will be posted inside the kitchen area. Any costs for cleanup, aside from sanitizing and restocking the restrooms, will be deducted from the Deposit.

Janitorial Services

1. Janitorial /Cleaning Services and/or set-up help will be provided upon request as needed during events at an additional cost as set forth in the "Rental Agreement."

- 1.2. In order to maintain Festhalle standards, users holding and event open to the public may be required to pay for janitorial services depending on the duration of the event, and at the manager's discretion.

Scheduling / Application Procedures

1. Scheduling for the Festhalle will be done through the Festhalle Manager, and a signed Facility Use Application and "booking portion" of the deposit will be required in order to confirm a reservation.
2. Reservations will be accepted on a first-come, first-served written application basis only. Telephone inquiries are welcome. Festhalle (509) 548-6789. The Festhalle manager has the discretion of holding dates for Ticketed Public Events which are scheduled annually (see Number 4 below).
3. Reservations may be made for a maximum of one year prior to the desired date. All applicants/users are subject to review after each event. Exceptions to this may be made at the discretion of Festhalle Management.
4. Ticketed Public Events have 30 days following the event to submit an Application and Deposit for reservation of the same timeframe the following year prior to the dates being released to the general public for reservation.
5. The Festhalle is available on a year-round basis.
6. Facility Use Applications are available from the Festhalle as well as on the Festhalle Website at <http://www.leavenworthfesthalle.com/downloads-forms/>.
7. Rental hours are consecutive and must include time for delivery of supplies, set up, take down and clean up.
8. All Facility Use Applications and Rental Agreements must be completed and signed by an adult, at least 21 years of age, who will be present during the event.
9. An Application form must be completed and all application requirements must be met.
10. The Festhalle Manager must approve all applications.

Cancellations

1. Cancellation of the "Festhalle Rental Agreement" will result in the loss of the "booking portion" of the Deposit. Cancellation within 90 days of the event will also result in a cancellation fee equal to 50% of any and all "Use Fees."

Failure to pay the cancellation fee will result in loss of booking rights.

Set Up / Clean Up / Tear Down

1. Private ticketed events performing their own set up and tear down are responsible for the following:

1.A. All items brought into the building by the applicant are to be removed by the end of the rental period. The applicant is to remove food, materials, equipment, furnishings, decorations, and refuse left after use of the Festhalle. Please leave the facility in the same condition you found it.

2.B. ~~User is responsible for doing their own setup before event and tear-down & cleaning after the event.~~ Cleaning expectations include trash taken out, all floors swept, kitchen cleaned and any spills or messes mopped up. User must supply their own garbage bags, cleaning chemicals or other supplies. User may work with Festhalle management to hire Festhalle staff to assist with or perform these expectations in their stead. Such arrangements must be made in advance and included in Rental Agreement.

3.C. Refuse in excess of 1.5 yards capacity per day will incur additional charges paid for by the user at the City's current garbage rate.

4.D. It is the responsibility of the applicant to set up and move furnishings as desired. Please move all furnishings back to their original position before leaving the facility.

Denial / Appeal

1. Applications may be denied or canceled if the requirements are not satisfied by the applicant, or in the Festhalle Manager's judgment, time, scheduling, capacity, or other factors conflict with operation of the Festhalle.

Payment

1. A \$500 "booking portion" of the Deposit is required at the time of application and must be paid in full in order to confirm reservation. The Deposit will apply to all building facilities, furnishings, grounds, equipment, and keys to the building. Security / Damage / Cleaning Deposits will be refunded in full if inspection of the premises for damage/cleaning is satisfactory and building keys are returned in a timely fashion. All deposits will be itemized on the Rental Agreement.
2. A non-refundable reservation fee (50% of the total rental fee) must be paid within 90 days of use. This fee will be applied toward the rental cost or cancellation fee.
3. Balance of rental fee, including Janitorial, Security Personnel, and other miscellaneous deposits and fees, if applicable, are due 14 days prior to first contract use date.
4. To ensure the return of your full deposit, please make sure you have the Festhalle Manager check the facility. If there is no damage or clean-up required, the full deposit will be refunded.

Rental Hours

Facility Access for full day rental is **8:00 AM to 12:00 midnight**. All events, unless given an exemption in writing, must end no later than 11:00 PM to ensure User has adequate time to

vacate premises before midnight. Failure to vacate premises and return keys to staff by midnight may result in forfeiture of Deposit.

General Rules

1. Throwing of rice, birdseed, confetti, or any other materials inside or outside of the building is not permitted.
2. Decorations may only be attached to walls, windows, or ceilings with masking tape or similar non-marring material. (No pins, nails, or tacks).
3. Any uses of Open Flames (candles, tiki torches, etc.) are not permitted.
4. Use of illegal drugs, smoking, or any other illegal activity is not permitted in this facility. Weapons of any kind are not permitted with the exception of on duty law enforcement officers.
5. Only those areas specified in the Facility Use Application will be available for use by the applicant.
- 5.6. Users are not permitted to tamper with Festhalle marketing materials.
- 6.7. The Manager or designee will be available prior to the event to do the following:
 - 6.7.1 Demonstrate and monitor the use of appliances, sound system, lighting, and fire alarm system.
 - 6.7.2 Answer questions regarding the use of equipment.
 - 6.7.3 Schedule a walk-through with the representative before and after the event to answer questions and to evaluate the condition of the building.
- 7.8. All minors on the premises must have adequate adult supervision.
- 8.9. The City of Leavenworth will not be responsible for accident, injury, or loss of property. The Facility Use Application contains an indemnification clause requiring all groups to indemnify the City of Leavenworth from liability relating to events held in the Festhalle.
- 9.10. The misuse of the Festhalle or the failure to comply with these regulations will be sufficient reason for denial of further applications.

Use of Alcoholic Beverages at Your Event

Alcoholic beverages are allowed inside the Festhalle and on the patio only, as long as the following requirements are met:

1. A Washington State Special Occasion License or Banquet Permit must be obtained and displayed in the room during the event. A copy of the permit or license must accompany your rental payment. Application forms are available at www.lcb.wa.gov.
2. A Banquet Permit is needed for all private functions where liquor is served. Banquet Permits are needed for business or social organization functions where alcohol is served at no charge

and/or brought in by its members. These functions cannot be open to the general public. No alcohol may be sold under a Banquet Permit.

3. Non-profit groups planning to sell alcohol for a profit must obtain a Special Occasion Liquor License.

Food Beverage Service

1. All food and beverage sales and/or catering service are subject to approval by management. Beer, wine, and liquor sales are subject to regulation by the Washington State Liquor & Cannabis Board. Security Personnel are required for any event serving alcohol.

Parking

1. Event participants must park in legally designated parking areas only. User groups and individuals have the option of reserving the P-3 Parking Lot at the rear of the Festhalle for their use during the event. Overnight parking is only allowed with an additional permit. The City or Festhalle management is not responsible for lost, theft of, or damage to vehicles; or loss or theft of articles left in vehicles. Event participants may be subject to ticketing and towing for non-payment of parking fees. See **Exhibit A** for parking lot rental rates.

Loading and Delivery

1. Deliveries and pickups, if any, must be scheduled during your rental hours. Use main building entrances for loading and unloading unless otherwise approved. Do not block building entrances. Facility staff is not authorized to sign for your deliveries. Due to space and security concerns, items cannot be stored prior to or following your event.

Event Staffing

1. Festhalle staff is required for all Public Events serving alcohol. Other events may be required to have facility staffing at the discretion of the Manager and the City of Leavenworth. At least one facility staff member must be present per 500 attendees when alcohol sales are accompanied by a full meal service. Other events serving primarily alcohol (exceeding food sales) will maintain a ratio of one staff member per 250 attendees with a minimum of 2 staff members.
2. Please contact the Manager to arrange for Event Staffing. Staffing arrangements must be made at least (10) days prior to the scheduled event. Event staffing must be in place prior to alcohol service and must remain on site for at least 30 minutes after alcohol service ends.
3. For public events which serve or sell alcohol to the general public, security officers will be required to remain an additional two (2) hours following the event and patrol areas outside the Festhalle and in the surrounding commercial areas.
4. The Manager can require additional security personnel and Manager must approve all security arrangements.

Event Insurance

1. Event insurance of \$1,000,000 is required for all events held in the Festhalle. **The City of Leavenworth must be named as additional insured.**

Commercial Business License Requirements

A Leavenworth City of Leavenworth Business License is required for all commercial public trade shows selling to the general public. The License must be obtained through the Leavenworth City Hall business office by calling (509) 548-5275.

A copy of the Leavenworth City Business License must be provided to the Manager prior to Festhalle use.

Prohibition on Discrimination

The Leavenworth Festhalle is owned by the City of Leavenworth. Depending upon the use made of the Festhalle, its use may be as a place of public accommodation. Discriminatory practices on the basis of protected class are illegal and prohibited in a place of public accommodation. Protected classes include Race/Color, National Origin, Creed, Sex/Pregnancy, Sexual Orientation/Gender Identity, Veteran/Military Status, the Presence of any sensory, mental, or physical actual Disability or perceived Disability, Use of a Service Animal, HIV or Hepatitis C, or Breastfeeding.

EXHIBIT A

Festhalle Equipment Rental Rates: 2018	
Folding Chairs	\$1.00 per event up to three consecutive days
60" Round Table	\$6.50 per day
<u>72" Round Table</u>	<u>\$6.50 per day</u>
96" Rectangle Table	\$6.50 per day
Dance Floor 30' x 30'	\$250.00 per day
<u>32" Cocktail Table</u>	<u>\$6.50 per day</u>
Audio/Video Package	\$150 per day: Includes Screen, Projector and Audio
Wi-Fi	No Charge
Linen Rentals	
<u>Round Tablecloth</u>	<u>\$11.00 each</u>
<u>Rectangle Tablecloth</u>	<u>\$11.00 each</u>
<u>Cocktail Table Cover</u>	<u>\$10.00 each</u>
<u>Napkins</u>	<u>\$1.00 each</u>
<u>Pipe and Drape</u>	<u>\$20.00 for each 10 ft.</u>
Parking	
Reserved Parking Lot	(24 spaces) \$240.00 per day

EXHIBIT B

Festhalle General & Kitchen Cleanup Guidelines

1. All items brought into the building by the User are to be removed by the end of the rental period. This includes food, materials, equipment, furnishings, decorations, and refuse.
2. User is responsible for supplying their own cleaning equipment, trash bags, soaps, and cleaning supplies.
3. All equipment must be returned to its original position. This includes tables, chairs, and any other equipment.
4. Remove all decorations and enhancements including string, tape, wire, strips, etc.
5. All boxes must be broken down flat and placed at rear (east) back door. All other refuse must be bagged and also placed near rear back door.
6. Please ensure that all surfaces, including floors, are left spotless when you leave. Mops and buckets are available for use.
7. Please let us know immediately if there is a problem with any aspect of the facility, appliances, or sanitation. This includes kitchen equipment, refrigeration, sinks, ovens, plumbing, bathrooms, garbage collection, electrical, etc.

Use the following checklist as a guide for serving kitchen clean-up:

- Appliances clean inside and out**
- Wipe down all surfaces**
- Wipe down sink area**
- Sweep floor**
- Remove all refuse from area**
- Return all equipment to its original position**

Leavenworth Festhalle Facilities Policy



1001 Front Street, Leavenworth, WA 98826
(509) 548-6789 / Festhalle@cityofleavenworth.com

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General Policy Statement

This policy document is intended to: provide for policies where none exist; to clarify and combine existing policies where possible; to establish a user fee schedule; and to establish a basis for fair and equitable decisions.

The purpose of the Leavenworth Festhalle is:

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

Definitions

1. **Applicant** refers to individuals or groups reserving a facility and completing and signing an application for use.
2. **Application** refers to the Festhalle form titled “Facility Use Application.”
3. **Booking Portion** refers to the \$500 down payment on the Security/Damage/Cleaning Deposit which is due at time of reservation request in order to secure dates on the calendar.
4. **Building** refers to the Leavenworth Festhalle.
5. **Manager** refers to the Festhalle Events Manager or designee.
6. **Non-profit organization** means any group chartered, organized, and acting as a Washington State non-profit organization 501c3 or equivalent.
7. **Private Use** refers to organizations or individuals requesting use of the building for activities that the general public is not invited to attend. This includes, but is not limited to, use by private parties, governments other than the City of Leavenworth, political parties, unions, religious groups, military, etc.
8. **Leavenworth Area** shall be defined as: within the Cascade School district boundaries.

9. **Leavenworth Community Group** is any organization based in the City of Leavenworth whose primary purpose is to provide support and service to the community, free of charge, and is open in membership to all Leavenworth residents; has an adult Leavenworth resident as a board member; and the majority of the membership is based in the Leavenworth area.
10. **User** will include any group, organization, or individuals who reserve and use space in the Festhalle. In the case of private use, the term “user” shall refer to the individual(s) signing rental or use agreements. Users are defined as follows:

10.1 Private, Ticketed Public, and Non- Profit.

An Event is:

- A. **Ticketed Public Event:** Any Event open to the general public as evidenced by general advertising or signage and where attendees are able to purchase tickets in advance or on the day of the event.
- B. **Private Event:** Any Event open to invited attendees only, and not open or advertised to the general public.
- C. **Non-Profit Free, “By Donation” or Advance-Ticketed Event:** Any Event that is open to the general public at no cost, “by donation,” or via ticket purchases in-advance only, but where the general public is not able to purchase tickets on the day of the event and where User is a non-profit organization or Leavenworth Community Group.

Facility Use Policies

1. Use of illegal drugs, smoking, or any other illegal activity is not permitted in the building. No weapons of any kind are permitted with the exception of on duty law enforcement officers.
2. Alcoholic beverages will be permitted in the building only when an organization, group, or individual has reserved an available space for a private or public function and the reserving party has secured the appropriate permit issued by the Washington State Liquor & Cannabis Board. The permit, or a true copy thereof, shall be furnished to the Manager or designee at least ten (10) days prior to the event.
3. Alcoholic beverages may only be consumed inside the building. Alcohol is prohibited in the parking lots and other outside areas, unless expressly authorized in the Facility Use Application.

User / Applicant Responsibilities

1. User/applicant is responsible for any and all damage to facilities or grounds. If damage occurs, the Manager will obtain an estimate for repairs, and bill the group or individual applicant the amount of the estimate. Up to a 15 percent (15%) administrative charge may be assessed in addition to the cost of repairs.
2. User shall comply with facility policies and procedures, City codes, and ordinances.

3. User shall agree to provide proof of insurance.
4. User is responsible for (1) supervision and control of group or individuals to prevent injury and ensure safety, before, during, and after use of building, (2) Payment of fees and charges, and (3) damage to equipment, property, or grounds which occur as a result of their scheduled activity.
5. User groups and individuals will be responsible to provide materials, supplies, and decorations, to be used in conjunction with the use of the facility. The City or Festhalle management is not responsible to store articles or supplies. The City or Festhalle management is not responsible for loss or theft of articles left in the building.
6. User groups and individuals will be responsible for set-up, break-down, and general cleanup of the space. Removal and disposal of garbage, decorations, and miscellaneous materials must be completed at the conclusion of an event.
7. The person completing the Facility Use Application must be at least 21 years of age and must be present during the event. The person signing the Facility Use Application and Rental Agreement will be considered the responsible party in case of damage, theft, or disturbances during the rental event. Said party must provide written proof of authority for the person signing the contract.

Security / Damage / Cleaning Deposit

1. All events will pay a **Security / Damage / Cleaning Deposit**. A minimum deposit will be \$1,250 for all events; large events exceeding 500 attendees require a Security/Damage/Cleaning Deposit of \$1,750; \$500 of the deposit is required at the time of booking in order to secure and reserve a date and have it listed on the Festhalle calendar of events. This portion of the deposit is the "booking portion" of the deposit. The deposit will be refunded at the discretion of the Festhalle Manager. Any damages other than normal wear and tear will be charged to contract sponsor and may include repair and loss of use costs. Failure to return building keys will result in an additional \$250 fee.
2. Facility must be returned in the same condition as it was at the start of the Rental Period. Cleaning expectations include trash taken out, all floors swept, kitchen cleaned and any spills or messes mopped up. User must supply their own garbage bags, cleaning chemicals or other supplies. User may work with Festhalle management to hire Festhalle staff to assist with or perform these expectations in their stead. Such arrangements must be made in advance and included in Rental Agreement. Cleanup guidelines will be attached to the Festhalle Facilities Policy (**Exhibit B**) and will be posted inside the kitchen area. Any costs for cleanup, aside from sanitizing and restocking the restrooms, will be deducted from the Deposit.

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1. Janitorial /Cleaning Services and/or set-up help will be provided upon request as needed during events at an additional cost as set forth in the "Rental Agreement."

2. In order to maintain Festhalle standards, users holding an event open to the public may be required to pay for janitorial services depending on the duration of the event, and at the manager's discretion.

Scheduling / Application Procedures

1. Scheduling for the Festhalle will be done through the Festhalle Manager, and a signed Facility Use Application and "booking portion" of the deposit will be required in order to confirm a reservation.
2. Reservations will be accepted on a first-come, first-served written application basis only. Telephone inquiries are welcome. Festhalle (509) 548-6789. The Festhalle manager has the discretion of holding dates for Ticketed Public Events which are scheduled annually (see Number 4 below).
3. Reservations may be made for a maximum of one year prior to the desired date. All applicants/users are subject to review after each event. Exceptions to this may be made at the discretion of Festhalle Management.
4. Ticketed Public Events have 30 days following the event to submit an Application and Deposit for reservation of the same timeframe the following year prior to the dates being released to the general public for reservation.
5. The Festhalle is available on a year-round basis.
6. Facility Use Applications are available from the Festhalle as well as on the Festhalle Website at <http://www.leavenworthfesthalle.com/downloads-forms/>.
7. Rental hours are consecutive and must include time for delivery of supplies, set up, take down and clean up.
8. All Facility Use Applications and Rental Agreements must be completed and signed by an adult, at least 21 years of age, who will be present during the event.
9. An Application form must be completed and all application requirements must be met.
10. The Festhalle Manager must approve all applications.

Cancellations

1. Cancellation of the "Festhalle Rental Agreement" will result in the loss of the "booking portion" of the Deposit. Cancellation within 90 days of the event will also result in a cancellation fee equal to 50% of any and all "Use Fees."

Failure to pay the cancellation fee will result in loss of booking rights.

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1. Private ticketed events performing their own set up and tear down are responsible for the following:

- A. All items brought into the building by the applicant are to be removed by the end of the rental period. The applicant is to remove food, materials, equipment, furnishings, decorations, and refuse left after use of the Festhalle. Please leave the facility in the same condition you found it.
- B. Cleaning expectations include trash taken out, all floors swept, kitchen cleaned and any spills or messes mopped up. User must supply their own garbage bags, cleaning chemicals or other supplies. User may work with Festhalle management to hire Festhalle staff to assist with or perform these expectations in their stead. Such arrangements must be made in advance and included in Rental Agreement.
- C. Refuse in excess of 1.5 yards capacity per day will incur additional charges paid for by the user at the City's current garbage rate.
- D. It is the responsibility of the applicant to set up and move furnishings as desired. Please move all furnishings back to their original position before leaving the facility.

Denial / Appeal

1. Applications may be denied or canceled if the requirements are not satisfied by the applicant, or in the Festhalle Manager's judgment, time, scheduling, capacity, or other factors conflict with operation of the Festhalle.

Payment

1. A \$500 "booking portion" of the Deposit is required at the time of application and must be paid in full in order to confirm reservation. The Deposit will apply to all building facilities, furnishings, grounds, equipment, and keys to the building. Security / Damage / Cleaning Deposits will be refunded in full if inspection of the premises for damage/cleaning is satisfactory and building keys are returned in a timely fashion. All deposits will be itemized on the Rental Agreement.
2. A non-refundable reservation fee (50% of the total rental fee) must be paid within 90 days of use. This fee will be applied toward the rental cost or cancellation fee.
3. Balance of rental fee, including Janitorial, Security Personnel, and other miscellaneous deposits and fees, if applicable, are due 14 days prior to first contract use date.
4. To ensure the return of your full deposit, please make sure you have the Festhalle Manager check the facility. If there is no damage or clean-up required, the full deposit will be refunded.

Rental Hours

Facility Access for full day rental is **8:00 AM to 12:00 midnight**. All events, unless given an exemption in writing, must end no later than 11:00 PM to ensure User has adequate time to vacate premises before midnight. Failure to vacate premises and return keys to staff by midnight may result in forfeiture of Deposit.

General Rules

1. Throwing of rice, birdseed, confetti, or any other materials inside or outside of the building is not permitted.
2. Decorations may only be attached to walls, windows, or ceilings with masking tape or similar non-marring material. (No pins, nails, or tacks).
3. Any uses of Open Flames (candles, tiki torches, etc.) are not permitted.
4. Use of illegal drugs, smoking, or any other illegal activity is not permitted in this facility. Weapons of any kind are not permitted with the exception of on duty law enforcement officers.
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 - 7.2 Answer questions regarding the use of equipment.
 - 7.3 Schedule a walk-through with the representative before and after the event to answer questions and to evaluate the condition of the building.
8. All minors on the premises must have adequate adult supervision.
9. The City of Leavenworth will not be responsible for accident, injury, or loss of property. The Facility Use Application contains an indemnification clause requiring all groups to indemnify the City of Leavenworth from liability relating to events held in the Festhalle.
10. The misuse of the Festhalle or the failure to comply with these regulations will be sufficient reason for denial of further applications.

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1. A Washington State Special Occasion License or Banquet Permit must be obtained and displayed in the room during the event. A copy of the permit or license must accompany your rental payment. Application forms are available at www.lcb.wa.gov.
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3. Non-profit groups planning to sell alcohol for a profit must obtain a Special Occasion Liquor License.

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1. All food and beverage sales and/or catering service are subject to approval by management. Beer, wine, and liquor sales are subject to regulation by the Washington State Liquor & Cannabis Board. Security Personnel are required for any event serving alcohol.

Parking

1. Event participants must park in legally designated parking areas only. User groups and individuals have the option of reserving the P-3 Parking Lot at the rear of the Festhalle for their use during the event. Overnight parking is only allowed with an additional permit. The City or Festhalle management is not responsible for lost, theft of, or damage to vehicles; or loss or theft of articles left in vehicles. Event participants may be subject to ticketing and towing for non-payment of parking fees. See **Exhibit A** for parking lot rental rates.

Loading and Delivery

1. Deliveries and pickups, if any, must be scheduled during your rental hours. Use main building entrances for loading and unloading unless otherwise approved. Do not block building entrances. Facility staff is not authorized to sign for your deliveries. Due to space and security concerns, items cannot be stored prior to or following your event.

Event Staffing

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2. Please contact the Manager to arrange for Event Staffing. Staffing arrangements must be made at least (10) days prior to the scheduled event. Event staffing must be in place prior to alcohol service and must remain on site for at least 30 minutes after alcohol service ends.
3. For public events which serve or sell alcohol to the general public, security officers will be required to remain an additional two (2) hours following the event and patrol areas outside the Festhalle and in the surrounding commercial areas.
4. The Manager can require additional security personnel and Manager must approve all security arrangements.

Event Insurance

1. Event insurance of \$1,000,000 is required for all events held in the Festhalle. **The City of Leavenworth must be named as additional insured.**

Commercial Business License Requirements

A Leavenworth City of Leavenworth Business License is required for all commercial public trade shows selling to the general public. The License must be obtained through the Leavenworth City Hall business office by calling (509) 548-5275.

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EXHIBIT A

Festhalle Equipment Rental Rates	
Folding Chairs	\$1.00 per event up to three consecutive days
60" Round Table	\$6.50 per day
72" Round Table	\$6.50 per day
96" Rectangle Table	\$6.50 per day
32" Cocktail Table	\$6.50 per day
Audio/Video Package	\$150 per day: Includes Screen, Projector and Audio
Wi-Fi	No Charge
Linen Rentals	
Round Tablecloth	\$11.00 each
Rectangle Tablecloth	\$11.00 each
Cocktail Table Cover	\$10.00 each
Napkins	\$1.00 each
Pipe and Drape	\$20.00 for each 10 ft.
Parking	
Reserved Parking Lot	(24 spaces) \$240.00 per day

EXHIBIT B

Festhalle General & Kitchen Cleanup Guidelines

1. All items brought into the building by the User are to be removed by the end of the rental period. This includes food, materials, equipment, furnishings, decorations, and refuse.
2. User is responsible for supplying their own cleaning equipment, trash bags, soaps, and cleaning supplies.
3. All equipment must be returned to its original position. This includes tables, chairs, and any other equipment.
4. Remove all decorations and enhancements including string, tape, wire, strips, etc.
5. All boxes must be broken down flat and placed at rear (east) back door. All other refuse must be bagged and also placed near rear back door.
6. Please ensure that all surfaces, including floors, are left spotless when you leave. Mops and buckets are available for use.
7. Please let us know immediately if there is a problem with any aspect of the facility, appliances, or sanitation. This includes kitchen equipment, refrigeration, sinks, ovens, plumbing, bathrooms, garbage collection, electrical, etc.

Use the following checklist as a guide for serving kitchen clean-up:

- Appliances clean inside and out**
- Wipe down all surfaces**
- Wipe down sink area**
- Sweep floor**
- Remove all refuse from area**
- Return all equipment to its original position**

RESOLUTION NO XX-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEAVENWORTH CONCERNING RULES AND STANDARDS OF CONDUCT FOR PERSONS AND PARTIES WHO ENTER INTO AGREEMENTS WITH THE CITY, USE CITY FACILITIES, OR ENGAGE IN BUSINESS WITHIN THE CITY

WHEREAS, City has received complaints or concerns about conduct that may or may not be legal by persons or parties that have agreements with the City, use City Facilities, or engage in business in the City; and

WHEREAS, the City has adopted policies for use of certain City facilities; for example, the Leavenworth Festhalle Policy; and

WHEREAS, the City has established regulations for special uses; for example, regulating noise levels through the Public Disturbance Noise provisions so that attendees may enjoy the special use, and those not participating will not be disturbed by excessive noise; and

WHEREAS, the City, pursuant to LMC 5.04.170, has adopted standards of conduct for parties issued business licenses to engage in business in the City; and

WHEREAS, despite policies, regulations, and provisions in City Code, reports of shrewd or harsh business practices, discourteous, intemperate, or unwelcome interactions with members of the public persist; and

~~**WHEREAS, the following are examples of unwelcome behavior:**~~

~~—[insert]~~

WHEREAS, the City desires to foster and promote activities and functions that create a sense of community and inclusiveness among various organizations, between the board members of the various organizations, and larger community; and

WHEREAS, the City's reputation as a welcoming place is essential to the City's success and therefore essential to the general welfare of each City resident and guest; and

NOW THEREFORE be it resolved by the City Council of the City of Leavenworth as follows:

1. Purpose. It is the purpose of this Resolution to express the clear and resolute desire that all persons and parties entering into agreements with the City, using City facilities, or engaged in business in the City adhere to the highest standards of personal conduct to enhance the reputation of the City and its citizens as an open, courteous, and ethical place where the golden rule---do unto others as you would have them do unto you---is not merely remembered, but daily and constantly practiced.

2. City expectations. To achieve the purpose, of this Resolution, the Council expects that all persons and parties operating under agreements with the City, using City facilities, or engaged in business in the City:

- A. Honor and fully perform in accordance with their Agreements with the City; and
- B. Honor and fully abide by all City policies and City Code; and
- C. Enhance the reputation of the City and the Leavenworth Community through the highest ethical behavior; and
- D. Take every reasonable action to make all interactions with all members of the public courteous, honest and welcoming.

3. Direction to City Administrator. The City Council directs that the City Administrator adopt practices and forms for the receipt of complaints concerning persons and parties with agreements with the City, using City facilities, or engaged in business with the City. Complaints alleging violations of law, ~~and~~ regulation, or violation of City policies will be flagged for further review and possible enforcement action. Complaints that may not be a violation of law, regulation, or policy shall be recorded in an appropriately established journal or log.

4. Renewals of Agreements or uses. When any renewal of an Agreement, or any use comes before the City---whether staff or council---a review of complaints logged shall be made. The party seeking renewal is encouraged to respond to the complaint. To the extent allowed by applicable law, regulation, or adopted policy, the complaints made and the response may be considered for any renewal.

ADOPTED by the City Council and signed by the Mayor on the ____ day of _____, 2020.

APPROVED:

Carl J. Florea, Mayor

ATTEST:

Chantell Steiner, Finance Director/City Clerk

RESOLUTION NO XX-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEAVENWORTH CONCERNING RULES AND STANDARDS OF CONDUCT FOR PERSONS AND PARTIES WHO ENTER INTO AGREEMENTS WITH THE CITY, USE CITY FACILITIES, OR ENGAGE IN BUSINESS WITHIN THE CITY

WHEREAS, City has received complaints or concerns about conduct that may or may not be legal by persons or parties that have agreements with the City, use City Facilities, or engage in business in the City; and

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ADOPTED by the City Council and signed by the Mayor on the _____ day of _____, 2020.

APPROVED:

Carl J. Florea, Mayor

ATTEST:

Chantell Steiner, Finance Director/City Clerk

RESOLUTION 13-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEAVENWORTH DECLARING THE INTENT TO ADOPT LEGISLATION TO AUTHORIZE A SALES AND USE TAX FOR AFFORDABLE AND SUPPORTIVE HOUSING IN ACCORDANCE WITH SUBSTITUTE HOUSE BILL 1406 (CHAPTER 338, LAWS OF 2019), AND OTHER MATTERS RELATED THERETO.

WHEREAS, in the 2019 Regular Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406 (Chapter 338, Laws of 2019) (“SHB 1406”); and,

WHEREAS, SHB 1406 authorizes the governing body of a city and a County to access a portion of existing sales tax; and,

WHEREAS, the tax will be credited against state sales taxes collected within the City of Leavenworth and, therefore, will not result in higher sales and use taxes within the City of Leavenworth and will represent an additional source of funding to address housing needs in the City of Leavenworth; and,

WHEREAS, the tax must be used to assist persons whose income is at or below sixty percent of the Chelan County median income; and

WHEREAS, the City of Leavenworth has decaying affordable rental units, including but not limited to the Garden Haus, and has determined that imposing the sales and use tax to address this need will benefit its citizens; and

WHEREAS, in order for a city or county to impose the tax, within six months of the effective date of SHB 1406, or January 28, 2020, the governing body must adopt a resolution of intent to authorize the maximum capacity of the tax, and within twelve months of the effective date of SHB 1406, or July 28, 2020, must adopt legislation to authorize the maximum capacity of the tax; and

WHEREAS, this resolution constitutes the resolution of intent required by SHB 1406; and

WHEREAS, the City Council now desires to declare its intent to impose a local sales and use tax as authorized by SHB 1406 as set forth herein;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEAVENWORTH, CHELAN COUNTY AS FOLLOWS:

Section 1. Resolution of Intent. The City Council declares its intent to adopt legislation to authorize the maximum capacity of the sales and use tax authorized by SHB 1406 within one year of the effective date of SHB 1406, or by July 28, 2020.

Section 2. Further Authority; Ratification. All City officials, their agents, and representatives are hereby authorized and directed to undertake all action necessary or desirable from time to time to carry out the terms of, and complete the actions contemplated by, this resolution. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified.

Section 3. Effective Date. This resolution shall take effect five (5) days after the passage and publication.

RESOLVED by the City Council of the City of Leavenworth at a properly convened public meeting thereof held on September 24, 2019.



Cheryl K. Farivar, Mayor

Attest:



Chantell Steiner, City Clerk

ORDINANCE NO. xx

AN ORDINANCE OF THE CITY OF LEAVENWORTH, WASHINGTON, RELATING TO LOCAL SALES AND USE TAXES; AUTHORIZING THE MAXIMUM CAPACITY OF THE TAX AUTHORIZED UNDER THE PROVISIONS OF HOUSE BILL 1406 FOR AFFORDABLE AND SUPPORTIVE HOUSING AND RENTAL ASSISTANCE AND ADDING A NEW CHAPTER 3.44 AFFORDABLE HOUSING FUNDS TO THE LEAVENWORTH MUNICIPAL CODE.

WHEREAS, the Washington State Legislature enacted Substitute House Bill 1406 (“SHB 1406”), to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing, for funding the operations and maintenance costs of new units of affordable or supportive housing, or for providing rental assistance to tenants; and,

WHEREAS, the tax is not a new tax, rather the tax will be credited against state sales taxes collected within the City and, therefore, will not result in higher sales and use taxes within the City and will represent an additional source of funding to address housing needs in the City; and

WHEREAS, the revenues received from the sales and use tax must be used on projects that serve persons whose income is at or below sixty percent of the City’s median income; and,

WHEREAS, the revenues may be used to finance grants or loans to nonprofit organizations or public housing authorities to carry out these provisions, and the City may enter into interlocal agreements with one or more cities, counties or public housing authorities in accordance with RVW 39.34; and,

WHEREAS, the credit against state retail sales or use taxes can be in place for a maximum of twenty (20) years and will represent an additional source of funding to address housing needs in the City; and

WHEREAS, the City of Leavenworth adopted Resolution 13-2019, on September 24, 2019, declaring its intent to adopt an ordinance authorizing the sales and use tax allowed by SHB 1406; and,

WHEREAS, SHB 1406 requires the City to adopt an ordinance authorizing the sales and use tax within twelve (12) months of the effective date of SHB 1406 or by July 28, 2020; and,

WHEREAS, the sales and use tax is considered to be restricted revenue subject to reporting requirements and audit review for compliance.

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

Section 1: The City of Leavenworth adds a new Chapter to the Leavenworth Municipal Code, 3.44 Affordable Housing Funds, Exhibit A (attached).

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

Passed by the City Council of the City of Leavenworth and approved by the Mayor this ____ day of February, 2020.

CITY OF LEAVENWORTH

APPROVED:

Carl Floras, Mayor

APPROVED AS TO FORM:

ATTEST:

Thom Graafstra, City Attorney

Chantell R. Steiner, Finance Director/City

ORDINANCE NO. xx

AN ORDINANCE OF THE CITY OF LEAVENWORTH, WASHINGTON, RELATING TO LOCAL SALES AND USE TAXES; AUTHORIZING THE MAXIMUM CAPACITY OF THE TAX AUTHORIZED UNDER THE PROVISIONS OF HOUSE BILL 1406 FOR AFFORDABLE AND SUPPORTIVE HOUSING AND RENTAL ASSISTANCE AND ADDING A NEW CHAPTER 3.44 AFFORDABLE HOUSING FUNDS TO THE LEAVENWORTH MUNICIPAL CODE.

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WHEREAS, the tax is not a new tax, rather the tax will be credited against state sales taxes collected within the City and, therefore, will not result in higher sales and use taxes within the City and will represent an additional source of funding to address housing needs in the City; and

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WHEREAS, the revenues may be used to finance grants or loans to nonprofit organizations or public housing authorities to carry out these provisions, and the City may enter into interlocal agreements with one or more cities, counties or public housing authorities in accordance with RVW 39.34; and,

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WHEREAS, the City of Leavenworth adopted Resolution 13-2019, on September 24, 2019, declaring its intent to adopt an ordinance authorizing the sales and use tax allowed by SHB 1406; and,

WHEREAS, SHB 1406 requires the City to adopt an ordinance authorizing the sales and use tax within twelve (12) months of the effective date of SHB 1406 or by July 28, 2020; and,

WHEREAS, the sales and use tax is considered to be restricted revenue subject to reporting requirements and audit review for compliance.

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

Section 1: The City of Leavenworth adds a new Chapter to the Leavenworth Municipal Code, 3.44 Affordable Housing Funds, Exhibit A (attached).

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

Passed by the City Council of the City of Leavenworth and approved by the Mayor this ____ day of February, 2020.

CITY OF LEAVENWORTH

APPROVED:

Carl J. Florea, Mayor

APPROVED AS TO FORM:

ATTEST:

Thom Graafstra, City Attorney

Chantell R. Steiner, Finance Director/City

ATTACHMENT A

New Chapter 3.44 Affordable Housing Funds

3.44.010 Imposition of Sales and Use Tax for Affordable Housing.

- A. There is imposed a sales and use tax as authorized by Washington State Legislature Chapter 338, Laws of 2019, which shall be codified in Chapter 82.14 RCW, upon every taxable event, as defined in Chapter 82.14 RCW, occurring within the City of Leavenworth. The tax shall be imposed upon and collected from those persons from whom the State sales tax or use tax is collected pursuant to Chapter 82.08 and 82.12 RCW.
- B. The rate of the tax imposed under this section shall be 0.0073 percent of the selling price or value of the article used.
- C. The tax imposed under this section shall be deducted from the amount of tax otherwise required to be collected or paid to the Department of Revenue under Chapter 82.08 or 82.12 RCW. The Department of Revenue will perform the collection of such taxes on behalf of the City of Leavenworth at no cost to the City.
- D. The Department of Revenue will calculate the maximum amount of tax distributions for the City of Leavenworth based on the taxable retail sales in the City in State Fiscal Year 2019, and the tax imposed under LMC Section 3.44.010 will cease to be distributed to the City of Leavenworth for the remainder of any State Fiscal Year in which the amount of tax exceeds the maximum amount of tax distributions for the City as properly calculated by the Department of Revenue. Distributions to the City of Leavenworth that have ceased during a State Fiscal Year shall resume at the beginning of the next State Fiscal Year.

3.44.020 Purpose of Tax.

- A. The City may use the moneys collected by the tax imposed under LMC Section 3.44.010 only for the following purposes:
 - 1. Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services under RCW 71.24.385; and,
 - 2. Providing the operations and maintenance costs of new units of affordable or supportive housing; and,
 - 3. Providing rental assistance to tenants; and
 - 4. Bonding as allowed by RCW 71.24.540.
- B. The housing and services provided under this section may only be provided to persons whose income is at or below 60 percent of the median income of the City.
- C. The Finance Director must report annually to the Washington State Department of Commerce, in accordance with the Department's rules, on the collection and use of the revenue from the tax imposed under LMC Section 3.44.010.
- D. Any unexpected funds remaining in the affordable housing sales tax fund at the end of a budget period shall not be transferred to the general fund or otherwise lapse, but funds shall be carried forward from year to year until expended for a purpose set forth in subsection A of this section.
- E. The tax imposed by the City under LMC Section 3.44.010 will expire 20 years after the date on which the tax is first imposed.

ATTACHMENT A

3.44.030 Administration and Collection – Statutory Compliance.

The administration and collection of the tax imposed under this Chapter 3.44 shall be in accordance with the provisions of Washington State Legislature Chapter 338, Laws of 2019, which shall be codified in Chapter 82.14 RCW. The City Clerk-Treasurer is authorized to take all actions required for administration and collection of the tax, and to establish a fund or funds related to the receipt of funds and their use under this Chapter.



CITY OF LEAVENWORTH WASHINGTON

REQUEST FOR PROPOSAL (RFP) FOR WEBSITE DESIGN & DEVELOPMENT

DUE DATE: TBD - 5:00 PM

City of Leavenworth

PO Box 287 / 700 US Hwy 2

Leavenworth, WA 98826

P (509) 548-5275 / F (509) 548-6429

www.cityofleavenworth.com

OVERVIEW

The City of Leavenworth is seeking proposals from firms to update and maintain its website (www.cityofleavenworth.com) to enhance the user experience, simplify content management, and provide better information and customer service to the community, while ensuring design quality and visual appeal.

The City seeks the assistance of an experienced company that can accomplish all of the functionality identified in this RFP with the flexibility of providing this functionality over time, if needed, due to budgetary constraints. The City also seeks a company that has the capability of integrating additional features and functionality that may be identified in the future. The experienced company should have a team of experts who understand local government, to help us achieve our vision – all while providing 24/7/365 support.

ABOUT LEAVENWORTH, WASHINGTON

The City of Leavenworth (population 2,040) is located on the eastern slopes of the Cascade Mountain Range in the upper reaches of the Wenatchee River Valley in Chelan County, Washington. Leavenworth is 118 miles east of Seattle and 22 miles northwest of Wenatchee on U.S. Highway 2.

The City is a dynamic community with engaged residents and businesses. The City of Leavenworth's primary industry for its economic growth is tourism, hospitality, and recreation. Leavenworth is a tourist destination that attracts millions of visitors each year, due to its Old-World Bavarian Alpine Theme, as well as the abundance and variety of year-round recreational opportunities afforded by the surrounding mountains and rivers.

SCOPE OF SERVICES

The contractor is expected to provide the following services:

- Evaluate the current website and provide a transition plan to implement a new website.
- Review the development of the website with the City Council and/or Council Committee throughout the process.
- Provide web design tools to increase website capabilities to improve the engagement with citizens and users.
- Develop a customized, modern template for the website that allows for it to be displayed on any size device.
- Assist the City with transition of content from the current website to the new redesigned website.
- Provide all hosting and security related services for the new website.
- Provide training to administrators, department heads, and content managers.

GUIDING PRINCIPLES

To facilitate effective decision making and analysis throughout the process, a series of four principles are to be used to guide the design, content, and management for the development of the redesigned website:

1. Develop an easily understood and navigable website that combines all City services.
2. Balance design, effectiveness, and accessibility.
3. Improve communication and access to City information.
4. Developed in a manner that supports content management by staff with no coding experience.

SELECTION AND CRITERIA FOR EVALUATION

Selection of a qualified contractor will be made at the discretion of the City, which reserves the right to accept or reject any and all proposals.

The following items will be considered in making a selection of the contractor, though they may not be equally weighed in the review process: Item Maximum Points

- Experience, skills and qualifications - 25 points
- Merits of the Proposal including scope of work and approach to addressing tasks - 25 points
- Timeline and proposed schedule - 15 points
- Hosting and Security - 15 points
- Customer support, responsiveness, and timeliness - 20 points

SUBMITTAL FORMAT AND CONTENT

Proposals shall be in a single volume (PDF or binding) with a separate cover letter with contact information. The proposal shall include:

- Overview and summary of how your company will achieve the City's website objectives.
- Company profile, including similar work completed by the company, number of clients, years in this type of work, and key personnel.
- Scope of Work
 - Project phase deliverables
 - What will be expected of the City
 - What the City can expect from the company
 - Project Development Approach
 - Detailed explanation of all project phases including consultation, design, development, training, implementation
 - Estimated timeline
 - Statement that website will meet Accessibility Compliance requirements
 - Training options
- Hosting and Security services available, including 24/7/365 system monitoring
 - Minimum requirements: 24/7 emergency support, on-line status monitor, event notification emails, recovery time objective of at least 8 days, recovery point

objective for at least 24 hours, multi-geographic region redundant back up data center

- System ownership
- Ongoing training opportunities and availability of robust, self-service documentation and technical support (videos and training manuals, etc.)
- Availability of continued communications post website implementation (with consultants and support staff)
- Support services - emergency and non-emergency situations
- Project Pricing Estimate/Cost for Services Outlined Specify amounts of items below:
 - First Year development fees including: Days/hours of training, number of employees to be trained, on-site or webinar; Amount of content migration (entire website or a specific number of pages); Additional products/functionality; and, Ongoing fees for hosting, maintenance, and support for Year 2 and beyond
- Description of Features and Functionality Included
- Give brief descriptions of other products offered by the company
- References (minimum three references, including contact information)

REQUIRED FEATURES

The information below represents required functional capabilities in the selected CMS (content management system). It is not all inclusive, other functionality may be recommended or added. The City's new website vendor must be able to provide at a minimum, the components shown.

- E-Communication platform – Integrated within the centralized Content Management System (file cabinet) for creating visually rich, fully responsive, non-emergency e-communication. Create unlimited subscriber lists, and communicate by – email, text, and social media from a single point of access.
 - Alerts & Emergency Notification – Alerts posted on website and public notifications sent out through email, text message, and social media.
 - News & Announcements – Ability to post press releases, what's happening, feature stories, and announcements, as well as emergency messages.
- Citizen Sourcing Tool – Encourages citizen idea submission, engaging discussions, voting, etc.
- Quick Links – Links can be placed directly on the pages.
- Spotlight – Ability to highlight important text on one or more pages.
- Online Payments – Secure online transaction by department.
- Online Forms – Forms/publishing/tracking.
- Facility Management – Reservations and/or listing.
- Online Job Postings and Application – Applicants can also create an online profile, fill out application, and attach additional documents.

- RFP/RFQ/Bid Posting – Allow for easy posting of bids to the site, along with amendments and updates. Schedulable with ability to set auto-expire date.
- Printable Pages – Print-friendly function.
- Calendar – Update/publish calendars. Includes unlimited number of event listings, single or reoccurring. Viewable by list, week, or month.
- Agenda Management – Upload, create and manage agendas.
- Forward to a Friend – Email extension.
- Frequently Asked Questions – Dynamic content.
- Multi-Lingual Support – Using Google Translate.
- Departmental Home Pages – The ability for departments to have dedicated pages within the site that follow the same design as the other interior pages.
- Third Party Integration – Ability to integrate third-party applications, including but not limited to permit tracking and GIS.
- Directories, Listing for Staff and Departments – Ability to allow citizens to search for staff or business information.
- RSS Feeds out – Registration by Department. RSS Feeds are an easy way to stay up to date with your favorite websites. If a site offers an RSS feed, you get notified whenever a post goes up, and then you can read a summary or the whole post.
- Social Media Interface – Ability to integrate Facebook and Twitter.
- Site Search – Internal site search engine, site search log.
- Archive Center – Store agendas, minutes, newsletters, and other documents
- Management Tools:
 - Site Statistics – Analytics and site audit reports.
 - Spell-check – The ability to spell-check content via the editor.
 - Document Center – Upload/download capability, back-end ability to search within.
 - Photo Center – Display community photos in a central location on website.
 - Rotating Photos/Banners – Dynamic image display.
 - Responsive Design and Mobile Friendly – Fully mobile responsive design – site adjusts to the screen size of all devices its being view on, includes forms, calendars, etc.
 - Approval Rights – Allow system administrator to establish specific rights and capabilities for internal staff to update content based upon the role they have in updating the website.
 - Intranet/Extranet – User restricted pages.
 - HTML Code – Capability to view and edit the HTML code of any page.
 - Content Preview – The ability to preview content before publishing live.

- Live Edit – Create and edit pages live from the front end.
- Browser Based Administration – Update, delete, and create template-based web pages.
- Broken Links Finder – Site visitors can enter comments concerning how they accessed the page.
- Automatic expirations – The ability to set a date for content to automatically expire.

SUBMITTAL REQUIREMENTS

The deadline for RFP responses is Friday, TBD at 5:00 p.m. PST. Submit five (5) hardcopies of the proposal and/or a thumb drive, which includes the PDF to the address shown below. Proposers are solely responsible for ensuring that proposals are delivered on time.

City of Leavenworth
 City Clerk, Chantell Steiner
 Attn: Web Design RFP
 PO Box 287 / 700 Highway 2
 Leavenworth, WA 98826

Questions may be directed to Lilith Vespier, Development Services Manager at dsmanager@cityofleavenworth.com.

Submittals that are not received on or before the specified deadline will not be accepted (no exceptions). The City reserves the right to request follow-up information or clarification from vendors in consideration. Vendor is responsible to ensure delivery by the date and time included.

The City reserves the right to reject any or all submittals, to compare the relative merits of the respective responses, and to choose a vendor that will best serve the interests of the City.

Each response to this RFP shall be done at the sole cost and expense of each proposing vendor and with the express understanding that no claims against the City for reimbursement will be accepted.

All materials submitted in response to this RFP will become the property of the City upon delivery.

SELECTION PROCESS

The selection process will involve the following phases:

Phase 1: A City review team, made up of two or more of the Council Economic Development Committee members and select staff, will evaluate vendor submittals. The evaluation will be on conformance to submission requirements (25 pts), completion of similar projects (25 pts), ability to provide each of the key functions (25 pts), ability to provide support services (20 pts), and cost estimate for services (5pts).

Phase 2: The City may interview of most qualified applicants. Firms interviewed may elect to prepare a presentation of up to one half hour in length.

Phase 3: The review team will check references given, and the selected firm will be invited to submit a draft scope of work to accomplish the tasks identified. This draft scope of work will form the basis of further contract negotiation with the selected firm.

Phase 4: Once the contract has been agreed with the selected firm, it will be presented to the City Council for approval. Please note that the City of Leavenworth requires contractors to use the City's standard contract language. If negotiations between the City and the selected firm fail to produce a contract agreeable to both parties, the City reserves the right to cease further negotiation and commence negotiations with another firm.

SCHEDULE

The approximate RFP schedule is summarized below:

- Issuance of RFP: TBD
- Vendor submittals due: TBD
- Vendor interviews, reference checks, draft scope of work: (Optional at the City's request) TBD
- Contract agreement, Vendor approval, Notice to Proceed: TBD

Dates are subject to change, at the City's discretion.

DRAFT

Special Use Permits – New Code Chapter to be referenced in applicable chapters.

5.06.010 Purpose.

The purpose of a Special Use Permit is to ensure that temporary uses have been appropriately reviewed by the City to protect the public health and safety.

5.06.020 Applicability.

Special Use Permits are required prior to promoting or conducting any temporary activity on/in the public right-of-way, including sidewalks, or City property or when specifically required by the Leavenworth Municipal Code. Any reference throughout city code to a special use permit shall be to a special use permit as provided for in this Chapter. The City Administrator or designee shall review all requests and may approve, approve with conditions or deny a special use permit. This Chapter will not apply to rights and privileges guaranteed by State or Federal law. Nor shall this Chapter apply to approvals related to nonmotorized vehicles for hire under Chapter 5.37 LMC, related to noise under Chapter 9.33 LMC, or related to a right of way permit for site development under Chapter 21.09 LMC.

5.06.030 Application.

- A. The applicant shall request a special use permit on a form approved by the City. The City application for a special use permit shall include:
 1. Applicant name and contact information including phone and email address
 2. A detailed narrative of the proposal including the purpose, dates, times location and estimated attendance
 3. Emergency contact information
 4. Management plan including days and hours of use, sanitation facilities, security, cleanup
 5. Number of employees
 6. Alcohol use, if permitted by applicable City Code (type, location and time)
 7. Liability insurance coverage documentation
 8. Any other information required by the Administrator, including but not limited to traffic control plan, crowd control plan or copy of any permit/license required by another local or state agency.
 9. Any and all fees as adopted by City resolution.
- B. Applications for a Special Use Permit for use of the Sidewalk shall be made on a form approved by the City. The Administrator may require additional information as needed to evaluate the application. The application for a Sidewalk Permit shall include, at a minimum:
 1. Applicant name and contact information including phone and email address
 2. Written authorization from the adjacent private property owner and occupant/tenant.
 3. Drawing to scale depicting the following:
 - i. The specific location and dimensions of the proposed sidewalk use.
 - ii. Location(s) of ingress/egress to the sidewalk use and to the adjacent properties.
 - iii. Proposed location of fixtures, furniture, and other obstructions.
 - iv. Nearby on-street parking areas and crosswalks.
 - v. Existing objects/obstructions such as street lights, traffic signs and signals, fire hydrants, solid waste receptacles, postal boxes, etc.
 - vi. Sidewalk area proposed for unobstructed use by the general public.
 4. Hours of operation.
 5. Description of the proposed sidewalk use, including alcohol service, amplified music, lighting, signs, security, etc.

6. Construction plans detailing how fixtures will be secured/anchored.
7. Site plan showing furniture locations, ingress/egress and other obstructions.
8. Maintenance and Restoration Plan – detailing how the area will be kept clean and restored to its original condition.
9. Any other information required by the Administrator, including but not limited to traffic control plan, crowd control plan, bonding, or copy of any permit/license required by another local or state agency.
10. Payment of any and all fees as adopted by City resolution.

5.06.040 Permit Review.

- A. The Administrator shall review a request for a special use permit to ensure that it is consistent with applicable city regulations, including but not limited to:
 1. Leavenworth Municipal Code
 - i. Festivals, LMC 5.38
 - ii. Fireworks, LMC 8.36
 - iii. Park Use, LMC 12.24
 - iv. Sidewalk Special Uses, LMC 12.06
 - v. Temporary Parking, LMC 10.08.220
 - vi. Temporary Recreational Vehicle permits, LMC 10.14
 - vii. Temporary Wireless Telecommunications Facilities, LMC 18.74
 - viii. Transient Businesses, LMC 5.38
 - ix. Taxicabs and Motorized Vehicles of Hire, LMC 5.36
 - x. Alcohol, LMC 12.24.070
 - xi. Food, LMC 5.38.040
 - xii. Domestic Animal Permit, LMC 6.16
 2. Building and Fire Code Regulations
 3. State or Federal Regulation
- B. The Administrator may accept, condition or deny an application for a special use to use public space.
- C. The Administrator is authorized to promulgate additional rules and regulations that are consistent with, and further, the intent, terms and requirements set forth within City Code and provisions that pertain to the conduct and operation of a special use.
- D. The Administrator has full discretion, unless otherwise required by code, to require the application or portions of the application to be discussed with the City Council.
- E. The Administrator may, at his/her discretion, require a bond or other surety to ensure the provisions of this chapter are satisfied.
- F. The Administrator may, at his/her discretion, attach other special conditions to a Special Use Permit. Such conditions shall be necessary to satisfy the purpose of this chapter and to protect the public's health, safety, and welfare.
- G. Additional fees, to lease the sidewalk area, shall be paid to the City prior to commencement of any activities. Fees are established by City resolution.

5.06.050 Unlawful activity.

- A. It is unlawful to conduct a special use without a special use permit as required pursuant to this chapter.
- B. It is unlawful for the applicant to violate the terms and conditions of a permit, or for any event participant to violate the terms and conditions of the permit or to continue with the event if the

permit is revoked or expired. All requests for changes to a permit must be submitted to the City Administrator prior to the change.

5.06.060 Other permits, licenses, fees and taxes.

The issuance of a special event permit does not relieve any person from the obligation to obtain any other permit or license, and pay any fees and taxes required, including but not limited to a City business permit.

5.06.070 Appeal.

Administrative decisions made under this Chapter may be appealed to the City Council.

5.06.080 Revocation.

If a material violation of a special use permit occurs, the City Administrator may revoke the special use permit. All activities under a special use permit shall cease upon its revocation. The decision of the City Administrator to revoke a special use permit shall be subject to appeal in accordance with Section 5.06.070. An appeal shall be accompanied by and appeal fee as set out in the City's fee resolution. Upon revocation of a special use permit, the area used shall be restored by the permittee as directed by the City Administrator.

5.06.090 Insurance and Indemnity

- A. Prior to issuance of a Special Use Permit, the applicant shall execute and provide to the Administrator, on a form approved by the City, a written agreement to defend, indemnify, and hold harmless the City and its officers, elected officials, employees, and agents from any and all claims, actions, or damages of every kind and description which may accrue to, or be suffered by, any persons and/or entities by reason of or related to the use for which the permit is sought.
- B. Prior to issuance of a Special Use Permit, the applicant shall provide a certificate of public liability insurance, and where liquor is authorized to be served, liquor liability insurance. The permittee shall maintain said insurance coverage during the entire term of the Special Use Permit, any extensions or renewals thereof, and during any period of holdover where the permittee is using a public right of way, sidewalk or public space but does not have a valid permit. The public liability insurance shall be written on an occurrence basis, shall name the City as an additional insured, and shall contain a provision prohibiting cancellation of the policy except upon not less than 30 days' prior written notice to the City. The public liability insurance shall have the following minimum insurance limits coverage: \$1,000,000 commercial general liability insurance per occurrence combined with single limits, and \$2,000,000 aggregate, or as otherwise approved by the City.

5.06.090 Penalties for violation.

Any person or organization violating the provisions of this chapter shall be guilty of a civil violation with a civil penalty, including fines up to \$1,000 per day, in addition to revocation of the permit.

Sidewalk Permit – Reference amendment and New Code Chapter

EXISTING CHAPTER 12.08 STREET AND SIDEWALK OBSTRUCTION

12.08.010 Prohibited – Exception.

It is a violation for any person or persons, corporation or corporations to obstruct any street, alley or sidewalk within the city by placing thereon any signs, boxes, merchandise, implements, vehicles, stands, fences, gate openings over sidewalks, wood piles, rubbish, garbage or other thing of any nature or description for purposes of display or storage or any other purpose, or to in any other fashion exclusively occupy by their person or possessions any street, alley or sidewalk within the city and obstruct the same, [except as authorized under LMC Chapter 12.06 or allowed by applicable law including LMC Section 9.36.020](#). “Obstruct” shall mean to unreasonably impede or inconvenience passage of the public on the street, alley or sidewalk considering the congestion on the street, alley or sidewalk.

NEW CODE CHAPTER 12.06 SIDEWALK PERMITS:

12.06.010 Purpose.

The purpose of a Special Use Permit for use of the Sidewalk is to establish provisions by which the City can evaluate and authorize private, non-temporary use of public sidewalks and abutting streets while preserving the public’s health, safety, and welfare.

12.06.020 Applicability.

This chapter pertains to the non-temporary, ongoing, but not permanent use of public sidewalks and similar abutting areas of public rights-of-way by persons or entities other than public agencies. Regulated uses include temporary and durable fixtures and furnishings non-commercial in nature; activities, fixtures, and furnishings of a commercial nature; outdoor dining areas; display of merchandise; mobile vendors; public performances and exhibitions conducted with an expectation of financial compensation; and similar uses within sidewalks and abutting public right-of-way and public easements. This Chapter does not apply to any rights guaranteed by State or Federal law, or addressed in other chapters or sections of City Code.

12.06.030 Permit Required.

It shall be unlawful to occupy or engage in a regulated use within the sidewalk or right-of-way without a valid Special Use Permit for use of the Sidewalk issued in accordance with LMC 5.06.

12.06.040 Regulations, Limitations, and Conditions.

- A. An unobstructed sidewalk area not less than four feet (excluding curb) in width shall be maintained for public use, excluding signs, fire hydrants, street lights.
- B. Use of the public sidewalk shall not obstruct required sight distances for motorists and pedestrians.
- C. Use of the public sidewalk shall not obstruct required ingress-egress to nearby properties.
- D. When the City determines that access to the public sidewalk is required for work relating to infrastructure or utilities, the permittee shall suspend use of the public sidewalk and vacate the area as directed by the Administrator. In the event of an emergency, the City may remove or move fixtures and furniture authorized by a Sidewalk Permit. The City shall not be liable for any damage to any fixtures or furniture located upon a public sidewalk.
- E. Unless specifically authorized by the City through a Special Use Permit for use of the Sidewalk, fixtures, furniture, enclosures, etc. may not be fixed to the sidewalk.

- F. Use of the public sidewalk shall comply with all applicable local, state, and/or federal laws and regulations, including but not limited to Chapter 5.06, the Design Review Board standards, and permits in Title 14 LMC.
- G. Any vegetation shall be kept in a living and thriving growing condition during the summer months. During the winter months vegetation shall be appropriately trimmed and cleaned.
- H. If required by the Special Use Permit for use of the Sidewalk, the permit applicant shall agree to defend, indemnify, and hold harmless the City of Leavenworth of all claims for injury, death or property damage caused by the regulated use.
- I. If required by the Special Use Permit for use of the Sidewalk, the permittee shall maintain insurance coverage for the duration of the use of the public sidewalk.
- J. Alcohol shall only be allowed to be served within a fenced area with approval from the Washington State Liquor Control Board. Compliance with the Washington State Liquor Control Board rules and regulations shall be maintained at all times. If the user is found to be noncompliant with the rules and regulations of the Washington State Liquor Control Board, any permit issued under Chapter 5.06 LMC shall be subject to immediate suspension and/or revocation.
- K. Fencing may be required to be removed at the close of business hours or 10:00 PM at the discretion of the City to avoid nuisance impacts to the neighborhood. All items may be required to be removed, at the discretion of the City, during festival and event weekends, inclement weather, or other times if impacts due to loitering or right-of-way obstruction are anticipated.
- L. Advertising of any kind is not permitted within the City right-of-way, except:
 - 1. One menu sign may be allowed per table or 6' of bench space. Such signs shall be limited to an area of six-inches by six-inches each and shall be compatible in design and color with the Old World Bavarian Alpine theme. Such menu signage, including mounting methods or method of display (for example table-top holders), shall be Old World Bavarian Alpine in design.
 - 2. A directional sign which states "Alcohol shall not be permitted beyond this point" or other such signage as required for Liquor License permitting shall also be allowed at the egress/ingress areas without amendment to this permit. Such sign shall be in accordance with applicable State, federal, and local laws, including Leavenworth Municipal Code (LMC) Chapter 14.10 and shall be compatible in design and color with the Old World Bavarian Alpine theme.
 - 3. One A-frame sign meeting the Leavenworth Municipal Code Chapter 14.10 requirements is permitted when a Special Use Permit for use of the Sidewalk has issued.
- M. Any sidewalk user shall maintain the private fixtures, and the area surrounding such fixtures, in a good and sanitary condition and good state of repair. This shall include, but not be limited to, a minimum of daily cleaning of litter, garbage, refuse, rubbish, containers, packages, wrappings, printed matter, debris, junk, or other material thrown or deposited, snow, ice, and dead, diseased, or overgrown vegetation or other obstructions. The Permittee shall restore the fixture(s) if vandalized within 24-hours. A user shall repair damaged, stained, or discolored sidewalk caused by the placement or use of such fixture(s) (such as damage caused by water or fertilizers) at the sole expense of the user and at the discretion of the City.

12.06.050 Permit Terms.

Unless otherwise specified or revoked, a Special Use Permit for use of the Sidewalk shall be valid for a period of one year from the date of issuance.

Objective Description	Lead	Estimated Completion Date	% Completion				Comment (Updated Quarterly)
			APR	JUL	OCT	DEC	
Financial Policy Review	CS	May 2020					This is an annual review of the Financial Policies now amended as Res. 7-2018. The policy defines and establishes fund balances, reserves, debt capacity, and investments to assist in annual budgeting. The Finance Committee will review this at the March meeting for any recommended changes this year.
City Biennial Budget Approval and PRSA Annual Budget	CS	Nov/Dec 2020					The City Budget is on a biennial basis; 2020 is underway and modifications have occurred from 2019 project carryovers. First steps begin with the budget retreat that will be scheduled later this year to allow for a new City Administrator to participate; the budget development will begin in June as usual with staff requests kicking off the process for the 2021-2022 Budget. The Upper Valley Park & Recreation Service Area (PRSA) budget is adopted yearly by the PRSA Board and is incorporated as part of the City's biennial budget process for the City's Pool Fund. A detailed budget calendar will be available by June on the City's website.
Grant Administration	CS	Dec 2020					Currently the finance department is administering 7 open grants/loans. Grants: Crosswalks (2 State), Pine Street (1 Fed remaining). LED Lighting (1 TIB), USDA RD – (2 Fed Loans/ 1 Grant) for the WWTP. Staff continues to seek more grant funding for other future projects including the Water Meter Replacement and Water Plant/Distribution Line Improvements.
Quarterly City Newsletter	ALL						Four issues published annually.

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Icicle Work Group	TBD	TBD				The Icicle Work Group is made up of various stakeholders with interests in the stream flow and water rights associated with Icicle Creek. The City Council by resolution (RES#3 – 2019) supported moving forward with Preferred Alternative #1, the base package of projects. Lobbying for additional funding and data collection continue to be the priority items for the group. 50% Of the City Water Meter Project was funded by the IWG. Work will need to continue on Water Conservations and Fish Screen Projects.
City/TBD/PRSA Annual Reports – 2019	CS	May 29, 2020				These reports are required annually by the State, to be completed within 150 days in the year following the previous year. Council and Board members annually participate in the reviews and will be requested to participate later this year.
Lodging Tax Annual Report	CS	May 15, 2020				This report is required by the State to be completed annually by May 15th of each year.
Reassessment of Lodging Tax Allocation Policy and Scoring Procedures & Implement Contracts for Partnership Funding	Staff	Nov 2020	25			The Council Economic Development Committee created new procedures in 2019 for the two grant programs for Festivals/Events and Tourism Hospitality; beginning in September 2020 the Committee will reassess the application and scoring procedures for the 2021 process. The City’s goal is to have the 2021 call for applications in September with a review process occurring in October and allocations made by November. In addition, the Committee continues to review new contracts related to partnership organization funding that will be brought to the Council for consideration this spring.
Personnel	Mayor					Current openings include the City Administrator Position and a Utility Maintenance Position. Future positions need to address responsibilities for parking program, parking enforcement, code enforcement and planning personnel.

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Docket Item #1 Transportation Element	LV	Dec 2020					Update of the Transportation Element to incorporate the Parking Plan, Corridor Study, 20-year Transportation Improvement Plan (TIP) and review peak hour policies. This update may impact other areas of the Comprehensive Plan. RFP for consultant services set to be released February 13, 2020.
Docket Item #2 Housing Action Plan	LV	June 30, 2021					Develop a Housing Action Plan, through a Department of Commerce grant. The HAP will be used to determine other housing Comprehensive Plan and code amendments. RFQ set to be release on February 13, 2020 for consulting assistance. Funded through Department of Commerce grant.
Docket Item #3 Fire Code Amendments	LV	July 2020	25				The City has been identified as a high risk for fire. The Fire District and Building Official are working on recommended Wildland Urban Interface (WUI) code recommendations.
Docket Item #4 Osborn Property Ideas/Planning	LV	TBD					Review and planning for the Osborn Property, should the City purchase the property, will require a review of the desired uses and the zoning. Changes to the Comprehensive Plan map and zoning map may be required.
Docket Item #5 District Use Chart	LV	Dec 2020					The Planning Commission requested that the uses identified in each zoning district be compiled into a chart. Additionally, various uses within each zoning district will be reviewed along with the Conditional Use requirements.
Docket Item #7 Alley Access	LV/HA	TBD					Creation of a white paper addressing current alley conditions, pros and cons of development of alleys, and the cost of development and maintenance of alleys.

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Docket Item #8 Code Inconsistencies	LV	TBD					Code Inconsistencies, clarifications and Incorporation of policies and interpretations. This item includes a group of items that will be reviewed, as time permits, see the Docket for specific items.
Design Review Board	LV	June 2020	40				The Design Review Board has been reviewing code amendments most of 2019 which were presented to the Planning Commission February 2020. These amendments are to provide clarity of design requirements and processes. After the code updates are completed the DRB is reviewing and updating the Portfolio.
Pista Grit Project (WWTP)	HA/AV	March 2020	25				Equipment has been ordered and scheduled to be installed beginning on Feb. 10, 2020 – estimated 14 day install at this time.
WWTP / Water Plant SCADA/Software Upgrades	HA	Fall 2020	10				City has contracted and purchased new SCADA equipment for the WWTP and Water Plan. This purchase does include new software and hardware. Implementation of this project will provide a redundancy of equipment and information at either site.
Wastewater Treatment Plant: Improvement Financing	CS	Apr 2021					City must finance construction costs. Rural Development Funds are paid on a reimbursement basis after Construction Contract Award. Will need gap funding to cover construction cash flow; paperwork is currently completed with Cashmere Valley Bank and RD for interim financing. Closeout of interim financing will be completed on closeout of WWTP construction, transfer of interim financing to long-term low-interest financing.
Wastewater Treatment Plant: Construction	HA	August 2020					Bid Award anticipated for Feb 2020. Per DOE/EPA regulations Waste Treatment Plant with updates to be online in Fall of 2020.
South Interceptor Project	HA	August 2020					Replacement of 15-inch sewer interceptor pipeline with 18-inch line. Direct burial and pipe bursting. ROW Easement certification needs to be completed prior to bid. Tentative construction in April – August 2020

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Replacement of Water Intake Screens (Icicle)	HA/AB						This is a joint project between WDFW, TU and COL. This project initiated with TU Boulder Field Fish Passage Project which required upgrading of City intake screens and supporting water intake pipes. Funding and oversight through WDFW and TU.
Water System Capital Improvement Plan	HA/AB	AUG 2019					Development of 6 – 10-year Capital Improvement Plan for City water distribution and production system based on Water Plan and Water Plant Assessment. Plan. City will need to determine and begin process for a major water plant improvement within the next 3 – 5 years. This will require the selection of water treatment equipment and identifying the funding and financial planning for the project.
Public Works Facility Master Planning	/HA	TBD					RH2 has provided a master plan for phased development of the Public Works complex for review and future consideration by the City.
Water Meter Replacement	HA	Fall 2020					This is the full replacement of City Water meters with smart meters. Project currently out for bid, bids due in March 2020. Funding is fully in place.
Festhalle Improvements		TBD					Next projects on list include the resurfacing of concrete floors. Council approved floor expenditure in September 2019, work scheduled for March 2020.
Parking Improvements		TBD					Parking Advisory Committee has recommended implementing paid on-street parking program. PAC currently conducting public meetings. Contract maybe awarded to CivicSmart. Will also need a RFP for installation of poles for parking meters.

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DOT Property Improvements		TBD					Completed. Parking Advisory Committee developing a recommendation for use and improvements. Aaron Schmidt, IntegriTech, assisting with design work.
DOT Crosswalk Changes		TBD					WSDOT has identified changes to HAWK crosswalks and RFP at LINK PR for better coordination with existing signal lights. More discussion needed regarding scope of project and funding.
Christmas Lighting Public Safety Review		Dec. 2020					This will be an ongoing discussion in preparation for the 2020 Chamber sponsored event. Meetings and preparations continue monthly.
Apple Maggot Quarantine Issue/Green Waste Disposal	HA	2020					Recent legislation has allowed the City to apply for and be granted a temporary burn permit for 2018. Initial burn completed of collected material. City continues discussion with DOE on alternative disposal method. Second prescribed burn was completed May of 2019. The City has applied for the second-year legislative allowed burn permit which has been approved by the DOE. Fall burn scheduled for late October 2019.
Review Solid Waste Collection and Recycling Operations		Dec 2020					Ongoing project of addressing waste reduction, increased recycling and cleanliness of commercial solid waste accounts. Currently staff is developing a Request for Proposal for completion of a Waste Stream Assessment. Proposals have been received and are under staff and Council review.
Sale of City Property: Golf Course Lots		July 2020					This is the sale of the remaining City owned residential lot on Iccle Road abutting the golf course property. Lot is listed with West Realty, sale activity early/late spring.

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Pine Street Reconstruction Phase 1		2019	95				Project Close Out.
14th Street Reconstruction		2021					Project is the full reconstruction of roadway with pedestrian, stormwater facilities. TIB Funding awarded in 2020, design work in 2020 and construction 2021. Need RFQ for identifying engineering consultant for this project.
Whitman Street - Pavement Treatment	HA	Aug 2020					TIB requested a Pavement Treatment test program on Whitman Street from Woodward to Central. Project oversight by TIB, requires 10-15 % match by City. TIB to follow-up annual to measure quality of pavement in test area.
Street Extension from Titus to Chumstick Hwy.		TBD	5				Begin conversations with developer and Chelan County on future road construction project. Design and funding program needs to be developed. Meadowlark property currently listed for sale.
Pine Street Phase II Transportation Planning	HA	Dec 2020		75	100		City was awarded a \$125,000 grant for Pine Street Phase II Transportation Planning. RFP for Engineer/Transportation Planning. Scope of project is Pine Street to Chumstick Hwy.
Lions Park Pavilion Demolition and Replacement	HA	TBD -					Design at approximately 90%. Project awaiting funding source. Existing structure is estimated to be required for removal by 2020 due to lack of structural integrity.
Lions Park Ice Rink	JS/HA	Dec 2020					Reseeding of Lions Park where Ice Rink was constructed, discussion with Holidays on Ice for 2020/2021 Season (March/April) Park Committee recommendation is to renew agreement for additional year with contract modifications.
Road Safety Plan	LV/HA	March 2020	90				Newer funding requirement by WS DOT, cities need to develop road safety program which identifies road safety issues, those project then become eligible for competitive grant funding. Draft has been reviewed by DOT and Public Safety Committee.

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<p>Front Street Park Master Planning</p>	<p>WA/</p>	<p>TBD</p>					<p>JA Brennan Associates presented draft of master plan to committee. Need public discussion regarding Master Plan and funding. Funding plan needed for advancement of project. Downtown Steering Committee recommends phasing at this time and to consider the Front Street restroom expansion and terraced seating with heated sidewalks in 2019 if funding can be secured. RFQ's were received in regard to restroom expansion design in June 2019 and Rolluda Architects was selected by the committee and a contract is being negotiated.</p>
<p>Front Street Park Restroom Expansion</p>		<p>TBD</p>					<p>Restroom Assessment currently underway with the Downtown Steering Committee. Assessing cost difference between rebuild and expansion. Rolluda Architects under contract for design work. Will be consulting with DRB late February 2020.</p>
<p>Hwy. 2 Corridor Study</p>		<p>APR 2020</p>					<p>A final list of projects has been identified by the stakeholders group. Public meeting for presentation of recommendations scheduled for Feb 13, 2020. Website to take in more Public Input with final draft of report to be reviewed by participating agencies.</p>
<p>Osborn School Site</p>		<p>2020</p>					<p>School District has completed an appraisal and working through the Public Surplus Procedure. City will begin due diligence investigation once property has been declared surplus property. City will need to complete a Phase I ESA and possibly Phase II. May also want to have a structural/engineer assessment of structure prior to purchase negotiations.</p>
<p>Sidewalk Extension on Ski Hill (Enzian lot to Whitman) / Mine Street</p>	<p>HA</p>	<p>2020</p>					<p>Minor sidewalk areas to complete gaps in sidewalk system identified by community.</p>

Annual Objective and Project Tracker 2020
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Equipment Purchases:	Lead	Completion Date	2020 Recommended Equipment Purchases			
2020 Loader Snowblower	HA/CS	October 2020				This is a new equipment purchase that will assist the City in moving snow from the current process of storing in the downtown to being able to truck the snow to a remote location, such as the cemetery. Currently the City pays \$8K annually to store snow in the downtown on private property that will soon no longer be an option. The industrial sized snowblower will be able to put snow directly into a loader for removal; the estimated budget is \$160,000 that is shared between the General, Street, Lodging Tax and Parking Funds.
2020 Parks New Bobcat	HA/CS	Spring 2020	100			This is a new Bobcat that will expand the City's current fleet from two to three to accommodate the increase in sidewalk snow removal for safe routes to school and future increases in sidewalks from current development underway. The previous schedule intended to replace a 2010 Bobcat that will now be extended to replacement in 2022. This purchase was approved by the Council in November 2019 and is in process of payment at this time; total estimated cost is \$38,000.
2020 Gator – John Deere	HA/CS	Fall 2020				This is the replacement of a 2012 John Deere Utility Gator. This is included in the budget for replacement with a new Gator for a total cost of \$11,938; Once the purchase has been made the City will surplus the old Gator on public surplus.
2020 Garbage Truck	HA/CS	TBD				The City's 2010 Garbage Truck has reached its useful life and is scheduled for replacement in 2020. At this time staff is working on the Garbage Waste Assessment that will help to determine what type of replacement is needed. Due to this equipment purchase being in the range of \$300,000; the City borrows for this from a low interest State Loan Program over the 10-year life of the equipment. The last truck payment was made in 2019 allowing for the new loan process to begin in 2020.

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LEGAL

Objective Description	Lead	Comment
Water Rights Negotiations		Tom Pors, legal consultant, ongoing discussion with Department of Ecology to develop a settlement agreement. Icycle Water Work Group working on identifying projects that may result in additional water rights and litigation settlement. Update to District Court submitted by City and DOE Sept. 2015, Icycle Work Group solution still appears as the best option for both parties. 1 st Qtr. 2018 notice to Court on stay have been filed by City and DOE extended for an additional 6 months.
Water Rights Transfer Process		City has had several land owners requesting the transfer of water rights (typically well water rights) to the City. Process needs to be explored and developed to acquire these rights.
Overnight Rental Enforcement		Public outreach and investigation underway at this time. Pacific Patrol contracted with City for enforcement assistance.

Annual Objective and Project Tracker 2020
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Objective Description	<p align="center">New Projects, Initiatives or <i>Pending Projects</i> The items listed below are items that are new for 2017 - 2018 or on hold from previous years:</p>
Emergency Response Ordinance.	Staff will be reviewing ordinances pertaining to emergency response powers necessary when the Council/Mayor declares a significant disaster has occurred. Ordinance changes may be necessary to ensure City can recover reimbursement funding where possible and address public health issues quickly and deliberately.
WaterSMART Grant Application	This is a request for \$300,000 to offset a % of costs for the Water Metering Project. Application due October 3rd funding available in 2020. Awaiting award announcements.

TAB G
CITY COUNCIL
2020 FUTURE AGENDA ITEMS

ITEMS NOT SCHEDULED AT THIS TIME

- Elected Officials Training – Ongoing
 - Rate & Fee Amendments:
 - Cemetery Rate Adjustments – Herb/Chantell
 - Utility Rate Study Follow-up on System Development Charges (SDC's) – Herb/Joel
 - Ordinance 1589 – Development Standards – *Tabled from June 11, 2019*
 - Personnel Policy Update (Includes Audit Recommendations for Travel) – Joel
 - School District Osborn Follow-up – June 30, 2020
 - Emergency Management Overview with Chelan County – Joel to request meeting with Kent Sisson
-

January 14, 2020

8:30 AM Study Session:

- Oath of Office - Chantell
- Chamber Report
- Mayor and Mayor Pro-Tem Committee Assignments and Council Policy, Procedures and Rules of Conduct – Joel/Chantell
- Overview of the Process and Priority Review of the Docket for the Joint Meeting with Planning Commission – Lilith
- Public Community Workshop on Housing with Planning Commission – Lilith
- Lodging Tax Grant Applications Review Process - Chantell
- Review of Link Dedication Process – Lilith
- Parking Advisory Committee Recommendation - Joel
- Council Open Discussion Item:
 - a) Confirm a Council Retreat Date and Location Preferences
 - b) Chelan County Emergency Management, Open Public Meetings and Open Public Records Act Training Reminders
 - c) Open Discussion

Council Meeting:

- Oath of Office (if needed) - Chantell
 - Consent Agenda: Set Public Hearing for LMC Chapter 3.42 Affordable Housing on 2/11/20 @ 6:45 PM
 - Motion to Elect Mayor Pro-Tempore – Joel
 - Authorization to Advertise Request for Proposal for Water Meter Replacement – Herb
 - Pine Street Contract Amendment – TD&H Engineering – Joel
 - ~~Parking Advisory Committee Recommendation to the City Council – Joel~~
 - Link Dedication and Bill of Sale Authorizing Mayor to Sign – Lilith/Herb
 - Info Items: January 28, 2020 Mayor & Mayor Pro Tem Committee Assignments
 - Info Items: January 28, 2020 Joint Meeting with Planning Commission / 2020 Docket Acceptance
-

January 28, 2020 Council Meeting

- Joint Meeting with Planning Commission – Lilith
 - Acceptance of 2020 Planning Commission Docket – Lilith
 - Mayor Pro Tempore Standing Committee Assignments – Joel
 - Mayor Ad Hoc Committee Assignments – Joel
 - Resolution 1-2020 – Council Policy, Procedures and Rules of Conduct – Joel/Carl
 - Prothman Contract for City Administrator Search - Joel
 - Info: City Council Vacancy Review 2/11/2020
 - Info: Public Hearing for Affordable Housing New LMC Chapter 3.42 – 2/11/2020
-

February 11, 2020**8:30 AM Study Session:**

- Chamber Report
- City Council Vacancy Review – Joel
- Wastewater Treatment Plant Update with Varela & Associates – Joel/Herb
- Resolution xx-2020 Rules and Standards of Conduct & Resolution xx-2020 Festhalle Facility Policy Amendment (See Res 10-2013) – Joel
- Review LMC 3.44 – Authorizing Tax for Affordable Housing per HB 1406 and City Resolution 13-2019 – Lilith
- Website Redesign – Joel/Lilith
- Special Use Permits – Joel/Lilith
- 2020 Project Tracker / 2020 Future Council Agenda Items – All Staff
- Quarterly City Newsletter Recommendations – Distribution in March – Sue

Council Meeting:

- Consent Agenda: Set Public Hearing for LMC 3.44 Authorizing Tax for Affordable Housing Per HB 1406 on March 10, 2020 @ 6:45 PM
 - Presentation: Link Transit – Richard DeRock – Update on New Funding – Laura 664-7608
 - Public Hearing – LMC Chapter 3.42 Affordable Housing @ 6:45 PM - Lilith
 - Ordinance 1606 – Chapter 3.42 Affordable Housing Grant/Loan Program - Lilith
 - Appropriation of Lodging Tax Group Funding Requests - Chantell
 - 2020 Pacific Security Contract – (current extension ends on 1/31/2020) – Joel
 - Authorize to Advertise Request for Qualifications – Transportation Element Update – Lilith
 - Authorize to Advertise Request for Qualifications – Housing Action Plan – Lilith
 - Employment Settlement Agreement – City Administrator - Joel
 - Wastewater Treatment Plant Bid Award – Herb/Joel
 - Info Items: Salary Schedule Update – Pool Employees – 2/25/2020
-
-

February 25, 2020**Council Meeting:**

- Bike & Juice Festival – Youth Funding Request – Chantell
 - Ordinance xxxx – 2020 Salary Schedule Update – Chantell
 - Varela & Associates Contract Amendment #3 Construction Engineering for WWTP Upgrades - Joel
 - Authorization to Advertise Request for Qualifications for On-Call Engineering Services– Lilith/Herb
-
-

March 10, 2020**8:30 AM Study Session:**

- Chamber Report
- Tentative: Chelan County PUD with John Stoll – Distribution Line Policies – Joel/Carl
- Enforcement Policy Discussion - Review of Resolution 07-2012 – Lilith
- Water Meter Replacement Proposal Review - Herb
- Planning Commission Report – Lilith (per LMC 2.40.090)
- Resolution xx-2020 Review Rate & Fee Changes for Pool, Parking, Festhalle and Cemetery – All Staff

Council Meeting:

- Public Hearing for LMC 3.44 Authorizing Tax for Affordable Housing Per HB 1406 on March 10, 2020 @ 6:45 PM
 - Ordinance XXXX LMC 3.44 Authorizing Tax for Affordable Housing HB 1406 - Lilith
-
-

March 24, 2020 Council Meeting:

- Mayoral Reappointment of Andy Lane to the Planning Commission – exp 4/30/2020 – Sue / Lilith
 - Info Items: Reminder – Public Disclosure Commission Filing Deadline April 15th
 - PUD Presentation (20 min presentation / 5 min Q & A) – Teka Sellers 509-661-4294
-
-

April 14, 2020**8:30 AM Study Session:**

-
- Chamber Report
 - Tentative: Waste Loop Presentation (Could occur in April or May, need to schedule)
 - Quarterly Update Future Council Agenda Items / Project Tracking – All Staff
 - Quarterly City Newsletter Recommendations – Distribution in May – Sue

Council Meeting:

- Ordinance xxxx – Quarterly Budget Amendment – Chantell
 - Upper Valley Connection – Youth Funding – Chantell
 - WSDOT Non-Discrimination Agreement - Chantell
 - Info Items: Final Reminder – Public Disclosure Commission Filing Deadline April 15th
-

April 28, 2019 Council Meeting:

- Consent Agenda: PRSA Voucher Request
 - Surplus Computers – Chantell
 - Mayor Reappointment of Lisa Romine to the Housing Authority of Chelan Cty. Board of Commissioners (Exp. 5/23/2020 - Alicia McCray 663-4721) – Sue
-

May 12, 2020

8:30 AM Study Session:

- Chamber Report
- Annual Council Retreat Meeting Topics – Joel
- Draft Resolution XX-2020 Six-Year Transportation Improvement Plan – Herb

Council Meeting:

- Consent Agenda – PRSA Voucher Request
 - Info Items: Joint Mid-Year Meeting with the Planning Commission on June 3, 2020 @ 7:00 PM
-

May 26, 2020 Council Meeting:

- Consent Agenda: Set Public Hearing on Six-Year Trans. Imp. Plan on 6/9/2020 @ 6:45 PM
 - Mayoral reappointment of Oliver Brulotte to the Design Review Board – exp June 1, 2020 – Sue / Lilith
 - Special Use Permit - Oktoberfest Noise Permit – Sue / Joel
 - Info Items: Joint Mid-Year Meeting with the Planning Commission on June 3, 2020 @ 7:00 PM
 - Info Items: Council Retreat, June xx, 2020, 7:00 a.m. – 3:00 p.m. – Location TBD
-

June 3, 2020 Special Council Meeting @ 7:00 PM:

- Discussion: Joint Mid-Year Meeting with Planning Commission – Lilith Vespier
-

June XX, 2020, 7:00 AM – 3:00 PM Council Retreat Tentative Agenda:

- Lodging Tax Allocation – Policy Discussion
 - Setting Priorities
 - Capital Improvements Update
 - Development Updates
-

June 9, 2020

8:30 AM Study Session:

- Chamber Report
- Council Annual Retreat Follow-up - Joel

Council Meeting:

- Consent Agenda: Annual Retreat Minutes
 - Presentation: 2019 Water Use Efficiency Report Presentation – Arnica
 - Group Funding Report – Leavenworth Soccer Club Bavarian Battle
 - Public Hearing on Six-Year Transportation Improvement Plan @ 6:45 PM – Herb
 - Resolution xx-2020 – Amending Six-Year Transportation Improvement Plan for 2020 – 2025 – Herb
 - Motion to Approve the 2019 Annual Report for the City of Leavenworth – Chantell
-

June 23, 2020 Council Meeting:

- Approval of Special Use Permit – Holidays on Ice 2020 – Joel
-
-

July 14, 2020**8:30 AM Study Session:**

- Chamber Report
- Draft Resolution xx-2020 – Six Year Capital Facilities Plan – All Staff
- Development Services Mid-Year Report – Lilith
- Quarterly Update Future Council Agenda Items / Project Tracking – All Staff
- Quarterly City Newsletter Recommendations – Distribution in August – Sue

Council Meeting:

- Consent Agenda: Motion to Set Public Hearing on Six-Year Capital Facilities Plan on 8/11/2020 @ 6:45 PM
 - Ordinance xxxx – Quarterly Budget Amendment – Chantell
-
-

July 28, 2020 Council Meeting:

- Discus: Community Block Party – Joel/Herb
-
-

August 11, 2020**8:30 AM Study Session:**

- Discussion on Budget Processes – Joel/Chantell

Council Meeting:

- Public Hearing on Six-Year Capital Facilities Plan @ 6:45 PM – Herb
 - Resolution xx-2020 – Amending Six-Year Capital Facilities Plan for 2021 – 2026 – Herb
 - Info Items: Finance Committee Review Draft Budget – 8/25/2020
-
-

August 25, 2020**8:30 AM Study Session:**

- Chamber Report

Council Meeting:

- Finance Committee Review Draft Budget
 - Info Items: Economic Development & Parks Committees Review Draft Budget 9/8/2020
 - Info Items: Mayor's Annual Breakfast - 9/xx/2020 – Location TBD from 7:00 – 9:00 AM
-
-

September 8, 2020**8:30 AM Study Session:**

- Chamber Report
- Resolution XX-2020 – Legislative Priorities for 2020-2021 – Joel
- Lodging Tax Group Funding – Review 2021 Funding & Award Process - Chantell
- Lodging Tax Partnership Funding Contracts - Joel

Council Meeting:

- Economic Development & Parks Committees Review Draft Budget (note will have on their agendas)
 - Consent Agenda: Set Public Hearing on Ad Valorem (Property) Tax @ 6:45 PM on 10/27/2020
 - Mosquito Control Update – Larry Meyer
 - Current Year Budget Review and 2021-2022 Preliminary Budget Review – Joel/Chantell
 - Approve Traffic/Foot Patrols Needed for Oktoberfest – Joel / Sue
 - Approve Traffic Control Contract for Christmas Lighting – Joel
 - Info Items: Budget Priorities Finance Committee Special Review 9/22/2020 – 1:00 – 3:00 if Needed
 - Info Items: Mayor's Annual Breakfast - 9/xx/2020- Location TBD from 7:00 – 9:00 AM
-
-

September 22, 2020 Council Meeting:

- Budget Priorities Finance Committee Special Review – 1:00 – 3:00 PM if Needed
 - Presentation: Chelan County Sheriff Annual Report – Sheriff Brian Burnett
 - Convenience Store Coaching – Festhalle Manager Contract – expires 10/11/2020 – Joel
 - Info Item: Preliminary Budget Public Hearing November 10, 2020
-
-

October 13, 2020**8:30 AM Study Session:**

- Chamber Report
- Budget Priorities Review – Joel/Chantell
- Review of Rates & Fees for 2021 (Call for changes) – All Staff
- Quarterly Update Future Council Agenda Items / Project Tracking – All Staff
- Quarterly City Newsletter Recommendations – Distribution in November – Sue

Council Meeting:

- Consent Agenda: PRSA Voucher Request
 - Mayoral Proclamation – Public Power Week – Sue
 - Ordinance xxxx – Quarterly Budget Amendment – Chantell
 - Info Item: Public Hearings - Valorem (Property) Tax - @ 6:45 PM on 10/27/2020
-
-

October 27, 2020 Council Meeting:

- Consent Agenda: Set Public Hearing on 2021-2022 Preliminary Budget on Nov 10, 2020 @ 6:45 PM
 - Consent Agenda: Set Public Hearing on 2021-2022 Final Budget on Nov 24, 2020 @ 6:45 PM
 - Public Hearing on Ad Valorem (Property) Tax @ 6:45 PM – Joel / Chantell
 - Special Use Permit Noise - Timbrrr! Winter Music Festival – Joel Walinski / Sue
 - Chelan County Prosecution Services Agreement for 2021 – Exp. 12/31/2020 – Sue / Joel
 - Emergency Management Services Contract for 2021 – Exp. 12/31/2020 – Sue/Joel
 - Resolution xx-2020 – Legislative Priorities for 2020-2021 – Joel
 - Contract – Rob/Nancy Johnson for Snow Storage – expires 11/1/2020 – Joel
 - Info Items: Ad Valorem Tax Ordinance / Public Hearing Preliminary Budget on 11/10/2020
-
-

November 10, 2020**8:30 AM Study Session:**

- Chamber Report
- Traffic Control for Christmas Lighting with Chelan County Sheriff's Office – Joel
- Review of 2021 Planning Commission Docket – Lilith
- Lodging Tax Biennial Budget Request – Leavenworth Area Promotions (LAP) – Joel
- Lodging Tax Group Funding Requests Review - Chantell
- 2021 Rate & Fee Schedule (Review Changes)– All Staff

Council Meeting:

- Consent Agenda: PRSA Voucher Request
 - Public Hearing: 2021-2022 Preliminary Budget Administrator Review @ 6:45 PM
 - Ordinance xxxx – Adopting Ad Valorem Tax –Chantell
 - Authorize Mayor to Sign Tax Levy – Chantell
 - Info Items: Public Hearing Final Budget on 11/24/2020 @ 6:45 PM
-
-

November 24, 2020 Council Meeting

- Public Hearing: 2021-2022 Final Budget Administrator Review @ 6:45 PM
 - Lodging Tax Group Funding Requests Appropriations - Chantell
 - Interlocal Agreement: 2021 Chelan County Regional Justice Center Contract (exp. 12/31/2020) – Joel
 - ~~Interlocal Agreement: Chelan County Fire District #3 exp. 12/31/2022 – Joel~~
 - Boulder Park Project for WWTP Biosolids Contract – expires 12/31/2020 – Herb
 - Mayoral Reappointment of Robert Smith to the Design Review Board- exp 12/1/2020 – Sue / Lilith
 - Info Items: 2021 Rate & Fee Schedule /2019-2020 Budget Amendment/2021-2022 Budget Adoption
-
-

December 8, 2020**8:30 AM Study Session:**

- Chamber Report
- Council Open Discussion Item: Mayor Pro-Tem and Committee Assignments – Joel

Council Meeting

- Consent Agenda: PRSA Voucher Request
 - Resolution xx-2020 – 2021 Rate & Fee Schedule – Chantell/Joel
 - Ordinance xxxx – 2019-2020 Final Budget Amendment– Chantell
 - Ordinance xxxx – 2021 Salary Schedule – Chantell
 - Ordinance xxxx – Adopting 2021-2022 Budget - Chantell
 - Leavenworth Area Promotions 2021 Biennial Budget Approval – Joel
 - Professional Services Agreement: IntegrITech exp. 12/31/2020 – Sue / Herb
 - Cancel December 22, 2020 Regular Council Meeting and Subcommittee Meetings – Sue / Mayor
-
-

- EXECUTIVE SESSION: RCW 42.30.110 (1)(i)(ii) Potential Litigation
- EXECUTIVE SESSION: RCW 42.30.140 (4)(b) Collective Bargaining
- EXECUTIVE SESSION: RCW 42.30.110 (1)(c) Property Sale
- EXECUTIVE SESSION: RCW 42.30.110 (1)(d) Review Negotiations of Sheriff Contract
- EXECUTIVE SESSION: RCW 42.30.110 (1)(b) Property Purchase
- EXECUTIVE SESSION: RCW 42.30.110 (1)(i)(i) Litigation
- EXECUTIVE SESSION: RCW 42.30.110 (g)/42.30.140 (4)(b) Wages and Collective Bargaining
- EXECUTIVE SESSION: RCW 42.30.110(1)(b) Real Estate Acquisition – Joel Walinski



Leavenworth Courier

News from the Leavenworth City Council



SPRING 2019

INSIDE THIS ISSUE:

- Garbage Disposal Do's & Don'ts 2
- Watch What You Flush 2
- Short Term Rental Enforcement 2
- Spring Clean Up 3
- Leavenworth's Leash Law 3
- Spring Festivals & Events 3
- Project Updates 4



Keep Leavenworth Clean

Spring has arrived and with that in mind, the City Council would like to remind the citizens of Leavenworth and the business community that we all have the responsibility of contributing to the public cleanliness of the City.

Let's all do our part to keep our city clean and litter free.



"A Minute with the Mayor"

Christmas Lighting Festival 2018

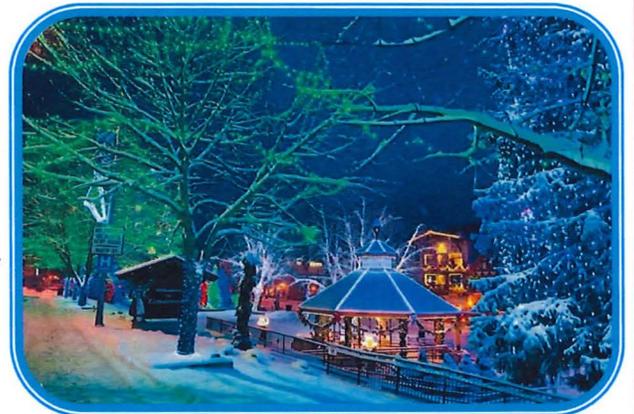


Mayor Cheryl K. Farivar

Christmas Lighting traffic congestion has become a major frustration in recent years, for both our local residents and the visitors who want to visit our lovely Christmas Village. For the City, public safety is always the major concern. We want to be sure that our Sheriff's Deputies, fire department, and emergency rescue services can get where they are needed in case of any emergency. So, for the all three weekends of the 2018 Christmas Lighting Season, the City undertook a new plan to address some of the issues that are the most difficult.

Together with the Leavenworth Chamber of Commerce, we called together representatives from the Chelan County Sheriff's Office, Washington State Patrol, Leavenworth Fire Department, EMS ambulance services, Department of Transportation, Chelan County Public Works, and Chelan County Emergency Services to brainstorm the problem and find solutions. These monthly meetings began early in 2018 with the goal of improving safety by creating a plan to address the traffic gridlock created when our visitors are travelling into town before the lighting and out of town after the lighting ceremonies.

The major change we made to improve traffic flows included hiring additional deputies and contracting with a professional flagging and traffic control company to control the 7 major intersections from the Peshastin Bridge to Icicle Road, including Chumstick Highway and North Road. This entailed turning off all traffic lights and manning each intersection with both flaggers and Sheriff's deputies for an 8-hour period. Additionally, we worked with fire and rescue to enable them to stage fire trucks and ambulances in locations throughout town. Another solution that is being considered for the future is creating some off-site parking areas outside of town and shuttling visitors in.



Overall, there was significant improvement to the City's public safety standards for all of our residents and visitors. The highway traffic flow was greatly improved; however, we still had slow traffic, which is to be expected when thousands of vehicles are flowing into and through town on a major east/west interstate highway. In all, traffic was improved but certainly not perfect. Our Christmas Lighting Public Safety Taskforce will continue to meet throughout this year to improve the situation for the 2019 Christmas Season, and we expect to continue to find new solutions.

Watch What You Flush

Handy wipes, reinforced paper towels, and scrim reinforced wipes are problematic when flushed down the toilet. These products end up at the City's Wastewater Treatment Plant where they clog screens, pumps, and water treatment equipment.



These products are not easily bio-degradable and cause our treatment plant to incur additional operational maintenance that drives up costs to you - the customer! Please avoid flushing these types of reinforced wipes and towels down the sewer and instead dispose of them in the trash can.

Thank you.



Short Term Rental Enforcement

On January 24, 2017, the Leavenworth City Council reconfirmed the existing provision within the Leavenworth Municipal Code that prohibits overnight rental, less than 30 days in the residential zoned areas or unless allowed through a Conditional Use Permit to operate a Bed & Breakfast.

Complaint Line
(509) 436-7630



Garbage Disposal Do's & Don'ts

The following is a list of items that we, the citizens of Leavenworth, should be aware of before placing into our garbage disposals and collection system.

Meat (especially greasy meat, raw meat, or meat with gristle and bones) Raw meat becomes stringy and wraps around the blades. Gristle and bones can dull the blades in your garbage disposal and be very difficult to grind up. It's better to bag up whatever meats you need to dispose of and take it out to the trash — rather than put meat down the garbage disposal. If you must send meat into the garbage disposal, make sure to only send very small pieces with no bones.



Grease & Oil Grease tends to congeal and build up on the inside of the garbage disposal and pipes, hampering the overall effectiveness of these systems. Not to mention the fact that grease will wreak havoc on your pipes! As a precaution, any time you're sending food scraps down the drain that have a greasy residue (from butters and oils); please make sure to run cold water versus hot. The cold water will allow the grease and oils to flow effortlessly down the pipes. If you use hot water the grease will travel down the pipes the same distance that it usually does and will then solidify in the same spot to cause a blockage. On an average, that distance is 25 feet. Chances are that this distance of coagulation is still in your pipes and has not made it to the main.

Pasta & Rice (cooked or not) The starch in rice and noodles causes them to be slimy and wrap around the blades of a garbage disposal, which could cause it to stop working. Regardless of how much water you run or how long you run the garbage disposal, you can never break down rice or pasta small enough because rice and pasta *swell* when they come in contact with water. That means the small pieces will enlarge and accumulate in the trap of your pipes until it becomes clogged. The slime will also turn into plaque and give the grease a perfect place to adhere to so it can become a blockage.

Potatoes & Potato Skins It's the starch in potatoes and potato skins that ultimately becomes gummy glue that wraps around the garbage disposals moving parts and clogs up pipes. Instead, peel potatoes into a strainer or into the sink with something covering the garbage disposal. Then dispose of the peel in the trash.

Fruit Peels & Rind The thick tough skin is what does not break down easily in a garbage disposal. In small pieces, these may be okay, but never half a fruit or larger at one time. Since banana peels are very tough and very long, it's not advised that you toss them into the garbage disposal.

Eggshells These are one of the worst things that we can put into our disposals! Eggshells can dull the blades and clog the pipes and p-traps. They also get broken down so finely that they can act as an abrasive in your systems.

Please remember, everything that goes down the drain ends up at our Wastewater facility. Most of these items can cause a lot of problems at our plant with our pumps, motors, and other equipment. All of which have the potential to be extremely costly. If we are all careful and cognizant of what we put down the drains, our pipes and collection system will run that much better.

Spring Clean-up is Coming Soon!

The City of Leavenworth's Annual Spring Clean Up for single family residential households is coming soon; check www.cityofleavenworth.com for this year's dates. The city crew will pick up yard debris at no extra charge. Please limit the bags to 4 per week; additional bags will be charged at \$3.50 per bag.

Leaves, pine needles, and other yard debris must be in the required recyclable paper bags. Plastic bags will not be picked up. The required recyclable paper bags are currently available at Marson and Marson Lumber, Dan's Food Market, Cascade Auto Parts, and Simply Living Farm. They are also available at larger home stores in Wenatchee. We have moved to using the recyclable paper bags in an effort to keep the plastic bags out of the landfill; the recyclable paper bags are compostable along with its contents.

Limbs must be cut into 4 foot or shorter lengths and tied with biodegradable twine into bundles. If there are large limbs, you are encouraged to cut them up and give them to someone for firewood.

No furniture, appliances, dirt, rocks, sod, or building debris will be picked up.



**Also available, the Leavenworth Recycling Center located at 216 14th Street.
The hours of operation are Wednesday's from 4:30 – 6:30 PM and Saturday's from 11:00 AM – 3:00 PM.
City Limit Residents may also dispose of their yard waste at this location.**



Leavenworth's Leash Law!

Animals—Leavenworth Municipal Code (LMC) 6.12.030 Prohibited acts – Generally.

No dog shall be permitted by its owner to run at large or to commit any of the following acts on any premises or property, private or public, within the city: bite or attempt to bite any person, destroy private property, scatter refuse, chase vehicles, or deposit fecal matter on any property not that of his owner, nor shall the dog be permitted, by frequent or habitual barking, yelping, or howling, or by habitual threat of attacking or biting, to cause annoyance to the neighborhood or to passerby. [Ord. 1160 § 1, 2001; Ord. 645 § 8, 1979.]

"At large" means any animal which is found on the streets of the city or upon public property or upon property of persons other than the owner or a consenting property owner, when said animal is not on a leash.

Festivals and Events

Leavenworth Ale-Fest

April 13, 2019

Where: Leavenworth Festhalle

When: 5:30 PM—10:30 PM



Saturday, April 13, 2019 is the 13th Annual Leavenworth Ale Fest. You'll still find a host of amazing breweries and cideries, mixing it up with music

and fun, all in the magnificent alpine setting of Leavenworth, WA.

The big change is that Ale Fest now serves as a benefit for local non-profit Icicle Creek Center for the Arts. With every sip you'll be helping bring the arts to children, families, and communities across North Central Washington!

www.leavenworthalefest.com

Maifest

May 11—12, 2019

Where: Downtown

Fee: No Charge

Maifest is a German tradition dating back to the 10th century, when villagers would gather to celebrate the arrival of spring by planting flowers, playing music and games, and raising a "maipole" in the local square. The pole would be decorated with sausages, cakes, flowers, and ribbons, and villagers believed that dancing around it would bring good luck and wealth to the village. We invite you to our very Bavarian Maifest, celebrate Mom and Spring in Leavenworth!

www.leavenworth.org



SAVE THE DATE FOR CHEF FEST 2019, June 12-15

Icicle Creek Center for the Arts presents four days of phenomenal

chefs, food and fun, all in support of the Arts. Now in its fourth year, Chef Fest has become a culinary craze. This year promises an outdoor food and wine pairing walk; the return of the popular Suds and Sliders event; a special class from Tom Douglas' Hot Stove Society and, of course, the Main Event, during which three chefs from east of the mountains match up against three chefs from the west side in a friendly and delectable competition - and you're the judge!



www.icicle.org

**City of Leavenworth - Quarterly Reports
 Year End**

RECEIVED
 JAN 30 2020
 BY:

Number of Investigated Incidents
 2019 Total 148

Number of Phone Calls Received: 258

Investigations of Interest

Citations Issued	0
Dangerous Dogs	0
Potentially Dangerous Dogs	0
Animal Bites	1

Number of Animals Received

Intake/Outcome	Dogs	Cats	Others
Owner Surrender	13	10	0
Stray	10	43	2
Adoption	28	53	0
Return to Owner	6	1	0
Trap Neuter Release		6	

City of Leavenworth - Quarterly Reports
4th Quarter - 2019

RECEIVED
 JAN 30 2020

BY:

Number of Investigated Incidents

October	7
November	4
December	13
Total	24

Number of Phone Calls Received: 51

Investigations of Interest

Citations Issued	0
Dangerous Dogs	0
Potentially Dangerous Dogs	0
Animal Bites	0

Number of Animals Received

Intake/Outcome	Dogs	Cats	Others
Owner Surrender	6	4	0
Stray	2	7	0
Adoption	9	20	0
Return to Owner	0	1	0
Trap Neuter Release		3	

ACCOUNTS PAYABLE

City Of Leavenworth
MCAG #: 0222

As Of: 02/12/2020

Time: 10:22:43 Date: 02/07/2020
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
31622	02/12/2020	02/12/2020	30		
			Amerigas - Wenatchee	318.18	Propane For Library
	518 30 31 000	Office & Operating Suppli	001 000 518	318.18	Current Expens
31585	02/12/2020	02/12/2020	123		
			Cascade Analytical, Inc.	37.08	WTP Water Testing
	534 80 41 000	Water Testing	403 000 534	37.08	Water
31586	02/12/2020	02/12/2020	123		
			Cascade Analytical, Inc.	75.19	WWTP Water Testing
	535 80 41 000	Professional Services	404 000 535	75.19	Sewer
31587	02/12/2020	02/12/2020	123		
			Cascade Analytical, Inc.	499.55	WWTP Water Testing
	535 80 41 000	Professional Services	404 000 535	499.55	Sewer
31588	02/12/2020	02/12/2020	123		
			Cascade Analytical, Inc.	120.51	WWTP Water Testing
	535 80 41 000	Professional Services	404 000 535	120.51	Sewer
31589	02/12/2020	02/12/2020	123		
			Cascade Analytical, Inc.	37.08	WWTP Water Testing
	535 80 41 000	Professional Services	404 000 535	37.08	Sewer
			Total Cascade Analytical, Inc.	769.41	
31631	02/12/2020	02/12/2020	6084		
			Cascade Quality Water	39.30	City Hall Water
	518 30 31 000	Office & Operating Suppli	001 000 518	39.30	Current Expens
31632	02/12/2020	02/12/2020	6084		
			Cascade Quality Water	52.74	Parks Water
	576 80 31 000	Office & Operating Suppli	001 000 576	52.74	Current Expens
31633	02/12/2020	02/12/2020	6084		
			Cascade Quality Water	22.59	WWTP Water
	535 80 32 000	Operating Supplies-Trtmn	404 000 535	22.59	Sewer
31634	02/12/2020	02/12/2020	6084		
			Cascade Quality Water	22.60	Shop Water
	548 68 31 000	Office & Operating Suppli	501 000 548	22.60	Equip Rental &
			Total Cascade Quality Water	137.23	
31604	02/12/2020	02/12/2020	2313		
			Chelan County PUD	1,325.75	City Pool
	576 20 47 000	Utilities	176 000 576	1,325.75	Community Sw

ACCOUNTS PAYABLE

City Of Leavenworth
MCAG #: 0222

As Of: 02/12/2020

Time: 10:22:43 Date: 02/07/2020
Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
31605	02/12/2020	02/12/2020	2313	Chelan County PUD	34.63	Ward Strasse Street Lights
542 63 47 000	Utilities		101 000 542 Streets	34.63		
31606	02/12/2020	02/12/2020	2313	Chelan County PUD	2,740.57	WWTP / Pump Stations
535 80 47 000	Utilities		404 000 535 Sewer	2,740.57		
31607	02/12/2020	02/12/2020	2313	Chelan County PUD	1,266.91	WTP / Pump Stations / Icicle Road Reservoir
534 80 47 000	Utilities		403 000 534 Water	1,266.91		
31608	02/12/2020	02/12/2020	2313	Chelan County PUD	208.47	Lions Club Park
576 80 47 000	Utilities		001 000 576 Current Expens	208.47		
31609	02/12/2020	02/12/2020	2313	Chelan County PUD	1,460.44	Parks Bldg/Enchantment Park / Waterfront Park; Front St. Park; Public Works Office
548 68 47 000	Utilities		501 000 548 Equip Rental &	107.60		
557 30 47 001	Utilities-Restrooms		104 000 557 Lodging Tax	53.80		
557 30 47 001	Utilities-Restrooms		104 000 557 Lodging Tax	622.62		
576 80 47 000	Utilities		001 000 576 Current Expens	53.79		
576 80 47 000	Utilities		001 000 576 Current Expens	622.63		
31610	02/12/2020	02/12/2020	2313	Chelan County PUD	57.94	Cemetery
536 50 47 000	Utilities		001 000 536 Current Expens	57.94		
31611	02/12/2020	02/12/2020	2313	Chelan County PUD	1,401.58	City Hall Lights / 8th St. Bathrooms
518 30 47 000	Utilities		001 000 518 Current Expens	700.79		
557 30 47 001	Utilities-Restrooms		104 000 557 Lodging Tax	700.79		
31612	02/12/2020	02/12/2020	2313	Chelan County PUD	2,067.89	Festhalle / PW Shop / Street Lights
542 63 47 000	Utilities		101 000 542 Streets	26.36		
542 63 47 000	Utilities		101 000 542 Streets	29.36		
542 63 47 000	Utilities		101 000 542 Streets	25.04		
542 63 47 000	Utilities		101 000 542 Streets	26.30		
548 68 47 000	Utilities		501 000 548 Equip Rental &	600.60		
575 48 47 000	Utility Services		110 000 575 Leavenworth C:	1,333.36		
575 48 47 000	Utility Services		110 000 575 Leavenworth C:	26.87		
31613	02/12/2020	02/12/2020	2313	Chelan County PUD	1,393.91	Icicle Train Station
557 30 47 002	Utilities - Icicle Station		104 000 557 Lodging Tax	1,393.91		

ACCOUNTS PAYABLE

City Of Leavenworth
MCAG #: 0222

As Of: 02/12/2020

Time: 10:22:43 Date: 02/07/2020
Page: 3

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
31614	02/12/2020	02/12/2020	2313		
			Chelan County PUD	21.84	WTP / Ski Hill Reservoir
	534 80 47 000	Utilities	403 000 534	21.84	Water
31615	02/12/2020	02/12/2020	2313		
			Chelan County PUD	783.36	Street Lights
	542 63 47 000	Utilities	101 000 542	783.36	Streets
31616	02/12/2020	02/12/2020	2313		
			Chelan County PUD	8.16	SNAP
	535 80 47 000	Utilities	404 000 535	8.16	Sewer
31617	02/12/2020	02/12/2020	2313		
			Chelan County PUD	23.87	Front St. / Grange Hall Street Light
	542 63 47 000	Utilities	101 000 542	23.87	Streets
31618	02/12/2020	02/12/2020	2313		
			Chelan County PUD	357.51	Street Lights / Snow Melt
	542 63 47 000	Utilities	101 000 542	357.51	Streets
31619	02/12/2020	02/12/2020	2313		
			Chelan County PUD	27.04	Recycle Center
	537 80 47 000	Utilities	402 000 537	27.04	Garbage
31620	02/12/2020	02/12/2020	2313		
			Chelan County PUD	202.28	WTP / Ski Hill Pump Station
	534 80 47 000	Utilities	403 000 534	202.28	Water
31621	02/12/2020	02/12/2020	2313		
			Chelan County PUD	23.96	Price & Pine Street Lights
	542 63 47 000	Utilities	101 000 542	23.96	Streets
Total Chelan County PUD				13,406.11	
31590	02/12/2020	02/12/2020	171		
			Cintas Corporation Loc #607	109.42	Mats & Supplies
	518 30 48 000	Repairs & Maintenance C	001 000 518	22.54	Current Expens
	535 80 48 000	Repairs & Maintenance	404 000 535	13.53	Sewer
	548 68 48 000	Repairs & Maintenance	501 000 548	43.73	Equip Rental &
	575 48 48 000	Repairs & Maintenance	110 000 575	15.45	Leavenworth C:
	576 80 48 000	Repairs & Maintenance	001 000 576	14.17	Current Expens
31596	02/12/2020	02/12/2020	171		
			Cintas Corporation Loc #607	76.47	Foul Weather Gear - H. Amick
	548 68 31 000	Office & Operating Suppli	501 000 548	76.47	Equip Rental &
31640	02/12/2020	02/12/2020	171		
			Cintas Corporation Loc #607	93.95	Mats & Supplies

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576 80 47 000	Utilities		001 000 576	49.22	Current Expens
576 80 47 000	Utilities		001 000 576	66.65	Current Expens
576 80 47 000	Utilities		001 000 576	20.80	Current Expens
31626	02/12/2020	02/12/2020	9851		Consolidated Technology Services
				425.00	Web Platform - Maintenance & Support For January 2020
518 90 41 004	Website Design-ProSvs		502 000 518	425.00	Central Service
31583	02/12/2020	02/12/2020	8282		Convenience Store Coaching, LLC
				9,565.50	Festhalle Management Services
575 48 41 000	Managerial Services		110 000 575	4,210.50	Leavenworth C:
575 48 41 001	Janitorial Services		110 000 575	2,062.50	Leavenworth C:
575 48 41 004	Event Staffing		110 000 575	3,292.50	Leavenworth C:
31580	02/12/2020	02/12/2020	210		Correctional Industries
				1,910.71	New Desk For M. Boles
558 60 31 000	Office & Operating Suppli		001 000 558	1,910.71	Current Expens
31582	02/12/2020	02/12/2020	239		Dept of Health
				2,011.10	WTP 2020 Operating Permit Fee
534 80 40 003	Water-NPDS Discharge Pt		403 000 534	2,011.10	Water
31601	02/12/2020	02/12/2020	242		Dept of Labor & Industries
				114.10	City Hall Elevator Penalty
518 30 48 000	Repairs & Maintenance Ci		001 000 518	114.10	Current Expens
31641	02/12/2020	02/12/2020	249		Dept of Transportation
				4,540.23	January Fuel
548 68 32 000	Fuel Consumed		501 000 548	4,540.23	Equip Rental &
31639	02/12/2020	02/12/2020	298		Firefly Inc.
				666.19	New Computer Installs For Mayor, Office Assistant And Front Counter
594 11 64 000	PC/Mayor		502 000 594	222.07	Central Service
594 14 64 000	PC/Finance Staff		502 000 594	444.12	Central Service
31592	02/12/2020	02/12/2020	10464		First Choice Collision Center
				2,486.48	Water Plant Truck Repair
548 68 34 000	Supp Purchased For Inven		501 000 548	2,486.48	Equip Rental &
31625	02/12/2020	02/12/2020	302		Florea, Carl
				35.00	Reimbursement For Chamber Banquet - C. Florea
511 60 43 000	Travel-Lodging/Meals/Mil		001 000 511	35.00	Current Expens
31623	02/12/2020	02/12/2020	832		Frontier
				36.98	Parks Irrigation - 8th Street
576 80 47 000	Utilities		001 000 576	36.98	Current Expens

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
31593	02/12/2020	02/12/2020	340		
			H.D. Fowler Company Inc.	184.11	WTP Parts
	534 80 32 000	Operating Supplies-Trtmn	403 000 534	184.11	Water
31591	02/12/2020	02/12/2020	344		
			Hach Company Inc.	181.72	WWTP Parts
	535 80 32 000	Operating Supplies-Trtmn	404 000 535	181.72	Sewer
31642	02/12/2020	02/12/2020	344		
			Hach Company Inc.	150.82	WWTP Parts
	535 80 32 000	Operating Supplies-Trtmn	404 000 535	150.82	Sewer
			Total Hach Company Inc.	332.54	
31578	02/12/2020	02/12/2020	345		
			Haglund's Trophies	28.75	Council Nameplate - A. Hessberg
	511 60 31 000	Office & Operating Suppli	001 000 511	28.75	Current Expens
31651	02/12/2020	02/12/2020	358		
			Home Depot Credit Svc	4,136.92	Various - Public Works
	518 30 35 000	Small Tools & Minor Equ:	001 000 518	3,129.40	Tools Bldg Maint. For Ara
	535 80 35 000	Small Tools & Minor Equ:	404 000 535	453.73	Small Tools - WWTP
	548 68 34 000	Supp Purchased For Inven	501 000 548	324.12	Tool Box For Vehicle
	576 80 31 000	Office & Operating Suppli	001 000 576	229.67	Parks Supplies
31643	02/12/2020	02/12/2020	488		
			Les Schwab Tires	1,393.33	Garbage Truck #1 - 2 Tires
	548 68 34 001	SPFI-Garbage Truck	501 000 548	1,393.33	Equip Rental &
31652	02/12/2020	02/12/2020	504		
			Marson & Marson Lumber Inc.	1,253.40	Various
	511 60 31 000	Office & Operating Suppli	001 000 511	84.24	Mayor's Office Painting
	534 80 32 000	Operating Supplies-Trtmn	403 000 534	19.74	WTP Parts
	534 80 32 000	Operating Supplies-Trtmn	403 000 534	1.51	WTP Parts
	534 80 32 000	Operating Supplies-Trtmn	403 000 534	37.21	WTP - Cable
	534 80 35 000	Small Tools & Minor Equ:	403 000 534	85.05	WTP - Ladder
	548 68 31 000	Office & Operating Suppli	501 000 548	1.84	Shop Supply
	548 68 31 000	Office & Operating Suppli	501 000 548	16.23	Shop Supply
	548 68 31 000	Office & Operating Suppli	501 000 548	15.37	Shop Supply
	548 68 31 000	Office & Operating Suppli	501 000 548	58.47	Roof Rake For Shop Snow Removal
	548 68 31 000	Office & Operating Suppli	501 000 548	16.48	PW Office
	559 30 31 000	Office & Operating Suppli	001 000 559	18.21	Code Enforcement Small Tools
	575 48 31 000	Office & Operating Suppli	110 000 575	51.09	Festhalle Supply
	576 80 31 000	Office & Operating Suppli	001 000 576	82.59	Parks Supplies

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576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	25.04	Parks Supply
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	23.52	Parks Supply
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	12.25	Parks Supply
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	6.72	Parks Supply
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	72.19	Parks Supply
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	31.09	Parks Supply
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	6.39	Parks Supply
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	23.41	Parks Parts
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	408.09	Parks - Cedar Planks
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	43.03	Parks Supply
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	49.10	Parks Supply
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	44.26	Parks Supply
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	20.28	Parks Supply
31595	02/12/2020	02/12/2020	546 N C Machinery Co., Inc	100.28	#13 CAT Loader Lamp
548 68 34 000	Supp Purchased For Inven		501 000 548 Equip Rental &	100.28	
31636	02/12/2020	02/12/2020	475 NCW Media, Inc.	149.39	2 Openings For Planning Commission - Position #5 & #7
558 60 44 000	Advertising		001 000 558 Current Expens	149.39	
31637	02/12/2020	02/12/2020	475 NCW Media, Inc.	129.90	Open Council Seat Position #2
518 90 44 000	Advertising		502 000 518 Central Service	129.90	
			Total NCW Media, Inc.	279.29	
31579	02/12/2020	02/12/2020	4378 Neofunds by Neopost	500.00	Postage For Meter
518 90 42 000	Comm-Phone/Postage/Fx		502 000 518 Central Service	500.00	
31594	02/12/2020	02/12/2020	561 North Central Laboratories	122.80	WWTP Chemical Supplies
535 80 32 000	Operating Supplies-Trtmn		404 000 535 Sewer	122.80	
31624	02/12/2020	02/12/2020	588 One Call Concepts Inc	2.14	Utility Locates
531 30 31 000	Office & Operating Suppli		410 000 531 Stormwater	0.43	
534 80 31 000	Operating Supplies-Distril		403 000 534 Water	0.85	
535 80 31 000	Operating Supplies-Collec		404 000 535 Sewer	0.86	
31602	02/12/2020	02/12/2020	4334 Pacific Security	237.50	Festhalle Security For Timbrrr Music Festival

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575 48 41 002			Security (Outside Service)	110 000 575	Leavenworth C:	
				237.50		
31603	02/12/2020	02/12/2020	4334	Pacific Security	2,638.39	Parking Enforcement / Guard Services For January 2020
521 10 41 001			Overnight Rental Enforce	001 000 521	Current Expens	
				109.00		
542 65 41 002			ProSvs-Parking Enforcem	415 000 542	Parking	
				1,485.56		
542 65 41 002			ProSvs-Parking Enforcem	415 000 542	Parking	
				285.00		
542 65 41 002			ProSvs-Parking Enforcem	415 000 542	Parking	
				93.83		
557 30 15 000			Festival & Event Security	104 000 557	Lodging Tax	
				665.00		
			Total Pacific Security	2,875.89		
31597	02/12/2020	02/12/2020	634	Precision Pest Solutions, LLC	866.40	Sidewalk De-icer
542 66 31 000			Office & Operating Suppli	101 000 542	Streets	
				866.40		
31644	02/12/2020	02/12/2020	5788	RWC International LTD	3,243.46	#11 Tymco Sweeper; Sludge Truck Engine Repairs
548 68 34 000			Supp Purchased For Inven	501 000 548	Equip Rental &	
				3,243.46		
31629	02/12/2020	02/12/2020	666	Ricoh USA, Inc	324.88	Copier Contract
518 90 45 000			Operating Rentals & Leas	502 000 518	Central Service	
				324.88		
31581	02/12/2020	02/12/2020	10451	Rolluda Architects	10,112.91	376-19-01 City Of Leavenworth Front St. Park Restroom
594 76 63 084			Front Street Restroom Exp	001 000 594	Current Expens	
				5,056.45		
594 76 65 006			Front Street Restroom Exp	104 000 594	Lodging Tax	
				5,056.46		
31645	02/12/2020	02/12/2020	4760	Rowes Tractor	37,983.61	New Bobcat S570
594 48 64 055			New Bobcat	501 000 594	Equip Rental &	
				37,983.61		
31577	02/12/2020	02/12/2020	8252	Staples Business Credit	538.79	City Office Supplies
511 60 31 000			Office & Operating Suppli	001 000 511	Current Expens	
				17.35		
511 60 31 000			Office & Operating Suppli	001 000 511	Current Expens	
				-9.77		
511 60 31 000			Office & Operating Suppli	001 000 511	Current Expens	
				29.81		
513 10 31 000			Office & Operating Suppli	001 000 513	Current Expens	
				24.40		
513 10 31 000			Office & Operating Suppli	001 000 513	Current Expens	
				17.51		
513 10 31 000			Office & Operating Suppli	001 000 513	Current Expens	
				26.02		
518 90 34 000			Office & Operating Suppli	502 000 518	Central Service	
				60.36		
518 90 34 000			Office & Operating Suppli	502 000 518	Central Service	
				17.77		
518 90 34 000			Office & Operating Suppli	502 000 518	Central Service	
				20.60		

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
518 90 34 000	Office & Operating Suppli		502 000 518 Central Service	32.54		
518 90 34 000	Office & Operating Suppli		502 000 518 Central Service	65.08		
518 90 34 000	Office & Operating Suppli		502 000 518 Central Service	-15.07		
518 90 34 000	Office & Operating Suppli		502 000 518 Central Service	50.86		
518 90 34 000	Office & Operating Suppli		502 000 518 Central Service	70.07		
558 60 31 000	Office & Operating Suppli		001 000 558 Current Expens	67.26		
558 60 31 000	Office & Operating Suppli		001 000 558 Current Expens	64.00		
31646	02/12/2020	02/12/2020	7479	Stetner Electric, Inc.	467.04	WTP Sylenoid Repair
534 80 41 003	Pro Svs - General		403 000 534 Water	467.04		
31647	02/12/2020	02/12/2020	7479	Stetner Electric, Inc.	3,434.87	WWTP Electrical Repairs
535 80 41 000	Professional Services		404 000 535 Sewer	3,434.87		
			Total Stetner Electric, Inc.	3,901.91		
31627	02/12/2020	02/12/2020	9076	Sunitsch Canyon LLC	64.00	Parks Trash Removal - Leo Black
576 80 41 001	Professional Services		001 000 576 Current Expens	64.00		
31584	02/12/2020	02/12/2020	4415	T2 Systems Canada Inc.	303.80	Monthly Parking Service
542 65 41 001	ProSvs-Monthly EMS Ser		415 000 542 Parking	303.80		
31598	02/12/2020	02/12/2020	10442	Thermo King Northwest, Inc.	195.58	Bobcat #17 Wheel
548 68 34 000	Supp Purchased For Inven		501 000 548 Equip Rental &	195.58		
31635	02/12/2020	02/12/2020	4771	Timber Partners LLC.	1,627.50	Festhalle Refund
347 30 06 003	Room Deposit Fees		110 000 340 Leavenworth C:	-1,750.00		
347 30 06 007	Event Staffing		110 000 340 Leavenworth C:	122.50		
31648	02/12/2020	02/12/2020	8435	USIC Locating Services, LLC	54.60	Utility Locates
531 30 31 000	Office & Operating Suppli		410 000 531 Stormwater	10.92		
534 80 31 000	Operating Supplies-Distrib		403 000 534 Water	21.84		
535 80 31 000	Operating Supplies-Collec		404 000 535 Sewer	21.84		
31653	02/12/2020	02/12/2020	3792	Weed, Graafstra & Associates, Inc. P.S.	8,109.25	General Counsel
515 31 41 000	City Attorney - Prosvs.		001 000 515 Current Expens	1,789.50		
515 31 41 001	Other Legal - Prosvs.		001 000 515 Current Expens	136.50		
515 31 41 001	Other Legal - Prosvs.		001 000 515 Current Expens	262.00		
515 31 41 009	Legal-Development Svs		001 000 515 Current Expens	681.50		

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515 31 41 011			Legal-Contract Admin	001 000 515	Current Expens	
				2,004.50		
515 31 41 025			Legal-Adventure Park - PI	001 000 515	Current Expens	
				674.50		
515 31 41 027			Legal - Housing Related	001 000 515	Current Expens	
				318.00		
535 80 41 015			Legal - Pro Svs- WWTP U	404 000 535	Sewer	
				2,242.75		
31628	02/12/2020	02/12/2020	892	Wenatchee Valley Humane Society	80.00	January 2020 Animal Licenses
322 30 00 000			Dog Licenses	001 000 320	Current Expens	
				-80.00		
31650	02/12/2020	02/12/2020	9148	Western Peterbuilt	507.58	Garbage Truck #1 - Starter
548 68 34 001			SPFI-Garbage Truck	501 000 548	Equip Rental &	
				507.58		
31649	02/12/2020	02/12/2020	904	Whitney Equipment Company, Inc.	13,013.24	WWTP - Lift Station Pump
594 35 64 007			WWTP - Lift Station Pum	404 000 594	Sewer	
				13,013.24		
31599	02/12/2020	02/12/2020	6763	Young Bucks Landscaping, LLC	4,989.00	Tree Removal In City ROW - Commercial Street
542 30 48 000			Repairs & Maintenance	101 000 542	Streets	
				4,989.00		

Report Total: 143,845.15

Fund	
001 Current Expense	21,559.28
101 Streets	7,185.79
104 Lodging Tax	14,341.88
110 Leavenworth Civic Center	13,891.51
176 Community Swimming Pool	1,532.95
402 Garbage	288.94
403 Water	4,416.24
404 Sewer	24,237.86
410 Stormwater	11.35
415 Parking	2,168.19
501 Equip Rental & Revolving Fund	51,862.98
502 Central Services	2,348.18

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Accts
Pay # Received Date Due Vendor Amount Memo

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

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember



CHECK REGISTER

City Of Leavenworth

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02/01/2020 To: 02/29/2020

Time: 09:42:11 Date: 02/05/2020

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
831	02/06/2020	Claims	10	61789	Leavenworth Chamber Of Commerce	242.10	Advertising
			104 - 557 30 44 001 - Advertising-LAP			242.10	
		104 Lodging Tax				242.10	
						242.10	Claims: 242.10

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

Signed

Date



Finance Director

2/5/20

Date

CHECK REGISTER

City Of Leavenworth

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02/01/2020 To: 02/29/2020

Time: 10:12:35 Date: 02/03/2020

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
730	02/03/2020	Claims	10	EFT	Xpress Solutions, Inc.	490.76	Original Invoice #45052 / January 2020 EFT And CC Fees
		001 - 514 20 31 001 - Bank Service Charges				98.14	
		410 - 531 30 42 000 - Communications-Phone/Posta				9.82	
		403 - 534 80 42 000 - Comm-Phone/Postage/Fx				147.23	
		404 - 535 80 42 000 - Comm-Phone/Postage/Fx				147.23	
		402 - 537 80 42 000 - Comm-Phone/Postage/Fx				88.34	
		001 Current Expense				98.14	
		402 Garbage				88.34	
		403 Water				147.23	
		404 Sewer				147.23	
		410 Stormwater				9.82	
						490.76	Claims: 490.76

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
646	01/30/2020	Claims	10	61782	Gibbs Graphics LLC	823.08	2020 Event Poster; 2020 Event Poster - Re-Print Additional Printing
					104 - 557 30 44 001 - Advertising-LAP	509.01	
					104 - 557 30 44 001 - Advertising-LAP	314.07	
647	01/30/2020	Claims	10	61783	Mountain Springs Lodge	579.06	N. McDonald Influencer Snowmobile Activity On February 16, 2020
					104 - 557 30 44 001 - Advertising-LAP	579.06	
648	01/30/2020	Claims	10	61784	Brian Munoz	3,300.00	Use Of Photos For Advertising: 11 Photos @ \$300 Each For 3 Years
					104 - 557 30 44 001 - Advertising-LAP	3,300.00	
649	01/30/2020	Claims	10	61785	Bobby Talley	1,700.00	2020 Traveling Newlyweds - Leavenworth Chamber Winter Collaboration
					104 - 557 30 44 001 - Advertising-LAP	1,700.00	
650	01/30/2020	Claims	10	61786	US Post Office	300.00	Utility Billing Postage February 2020
					410 - 531 30 42 000 - Communications-Phone/Posta	12.00	
					403 - 534 80 42 000 - Comm-Phone/Postage/Fx	120.00	
					404 - 535 80 42 000 - Comm-Phone/Postage/Fx	120.00	
					402 - 537 80 42 000 - Comm-Phone/Postage/Fx	48.00	
					104 Lodging Tax	6,402.14	
					402 Garbage	48.00	
					403 Water	120.00	
					404 Sewer	120.00	
					410 Stormwater	12.00	
						6,702.14	Claims: 6,702.14

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2	01/05/2020	Payroll	10	EFT	Salvador Alvarez	512.25	December Payroll
3	01/05/2020	Payroll	10	EFT	Herbert R Amick	4,042.64	December Payroll
4	01/05/2020	Payroll	10	EFT	Ara P Arakelian	2,406.86	December Payroll
5	01/05/2020	Payroll	10	EFT	Mark Barnes	2,970.59	December Payroll
6	01/05/2020	Payroll	10	EFT	Margaret R Boles	2,081.17	December Payroll
7	01/05/2020	Payroll	10	EFT	Thomas R Bolin	1,576.69	December Payroll
8	01/05/2020	Payroll	10	EFT	Kyle B Breaux	2,468.78	December Payroll
9	01/05/2020	Payroll	10	EFT	Marvin Breshears	2,703.35	December Payroll
10	01/05/2020	Payroll	10	EFT	Mi-Sook T Bretz	460.58	December Payroll
11	01/05/2020	Payroll	10	EFT	Arnica M Briody	2,222.70	December Payroll
12	01/05/2020	Payroll	10	EFT	ToveAnn Brownlee-Delte	435.03	December Payroll
13	01/05/2020	Payroll	10	EFT	Douglas R Compau	1,323.98	December Payroll
14	01/05/2020	Payroll	10	EFT	Ramon Cortes	3,401.23	December Payroll
15	01/05/2020	Payroll	10	EFT	Sue Z Cragun	1,963.92	December Payroll
16	01/05/2020	Payroll	10	EFT	Manuel T Diaz	2,880.17	December Payroll
17	01/05/2020	Payroll	10	EFT	Richard W Emmons	4,407.82	December Payroll
18	01/05/2020	Payroll	10	EFT	Cheryl K Farivar	411.30	December Payroll
19	01/05/2020	Payroll	10	EFT	Andrea K Fischer	1,836.72	December Payroll
20	01/05/2020	Payroll	10	EFT	Tami A Gates	2,111.72	December Payroll
21	01/05/2020	Payroll	10	EFT	Derek L Gildersleeve	2,930.25	December Payroll
22	01/05/2020	Payroll	10	EFT	James A High	4,917.45	December Payroll
23	01/05/2020	Payroll	10	EFT	Jason Lundgren A	460.58	December Payroll
24	01/05/2020	Payroll	10	EFT	Robert C McCurdy Jr	3,038.34	December Payroll
25	01/05/2020	Payroll	10	EFT	Derek S Morricks	108.64	December Payroll
26	01/05/2020	Payroll	10	EFT	Antonio L Muro	4,101.53	December Payroll
27	01/05/2020	Payroll	10	EFT	Margaret J Neighbors	442.37	December Payroll
28	01/05/2020	Payroll	10	EFT	Gary Parsley	2,236.80	December Payroll
29	01/05/2020	Payroll	10	EFT	Galen Presler	2,506.43	December Payroll
30	01/05/2020	Payroll	10	EFT	Thomas H Radach	3,955.03	December Payroll
31	01/05/2020	Payroll	10	EFT	Angela D Reinhart	2,355.45	December Payroll
32	01/05/2020	Payroll	10	EFT	John J Schons	3,924.46	December Payroll
33	01/05/2020	Payroll	10	EFT	Chantell Steiner	3,700.55	December Payroll
35	01/05/2020	Payroll	10	EFT	Matthew B Thomason	2,745.38	December Payroll
36	01/05/2020	Payroll	10	EFT	Tracy L Valentine	1,802.14	December Payroll
37	01/05/2020	Payroll	10	EFT	Lilith Vespier	5,404.30	December Payroll
38	01/05/2020	Payroll	10	EFT	Joel T Walinski	6,213.63	December Payroll
39	01/05/2020	Payroll	10	EFT	Sharon F Waters	392.37	December Payroll
40	01/05/2020	Payroll	10	EFT	Carolyn A Wilson	460.58	December Payroll
41	01/05/2020	Payroll	10	EFT	Kristian L Winston	1,257.82	December Payroll
53	01/05/2020	Payroll	10	EFT	Dept of Retirement System	36,083.05	Pay Cycle(s) 01/05/2020 To 01/05/2020 - Deferred Comp -State; Pay Cycle(s) 01/05/2020 To 01/05/2020 - PERS 2; Pay Cycle(s) 01/05/2020 To 01/05/2020 - PERS 3
54	01/05/2020	Payroll	10	EFT	Washington State Support Registry	642.25	Pay Cycle(s) 01/05/2020 To 01/05/2020 - Child Support
104	01/05/2020	Payroll	10	EFT	Cashmere Valley Bank	40,709.19	941 Deposit for Pay Cycle(s) 01/05/2020 - 01/05/2020
34	01/05/2020	Payroll	10	31157	Clinton L Strand	460.58	December Payroll
55	01/05/2020	Payroll	10	31158	American Fidelity Assurance Company	147.20	Pay Cycle(s) 01/05/2020 To 01/05/2020 - AF - Life; Pay Cycle(s) 01/05/2020 To 01/05/2020 - AF - Cancer
56	01/05/2020	Payroll	10	31159	HRA VEBA Trust	2,320.00	Pay Cycle(s) 01/05/2020 To 01/05/2020 - VEBA

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
57	01/05/2020	Payroll	10	31160	Hartford Life Insurance	300.00	Pay Cycle(s) 01/05/2020 To 01/05/2020 - Hartford 457
58	01/05/2020	Payroll	10	31161	Inland Empire Teamsters	35,931.00	Pay Cycle(s) 01/05/2020 To 01/05/2020 - Health Insurance
59	01/05/2020	Payroll	10	31162	Local Union #760	1,293.00	Pay Cycle(s) 01/05/2020 To 01/05/2020 - Union Dues
347	01/20/2020	Payroll	10	EFT	Salvador Alvarez	752.00	January 2020 Draw
348	01/20/2020	Payroll	10	EFT	Herbert R Amick	1,200.00	January 2020 Draw
349	01/20/2020	Payroll	10	EFT	Ara P Arakelian	1,200.00	January 2020 Draw
350	01/20/2020	Payroll	10	EFT	Mark Barnes	1,000.00	January 2020 Draw
351	01/20/2020	Payroll	10	EFT	Margaret R Boles	1,643.90	January 2020 Draw
352	01/20/2020	Payroll	10	EFT	Thomas R Bolin	1,300.00	January 2020 Draw
353	01/20/2020	Payroll	10	EFT	Kyle B Breaux	1,200.00	January 2020 Draw
354	01/20/2020	Payroll	10	EFT	Marvin Breshears	800.00	January 2020 Draw
355	01/20/2020	Payroll	10	EFT	Arnica M Briody	1,500.00	January 2020 Draw
356	01/20/2020	Payroll	10	EFT	Sue Z Cragun	1,000.00	January 2020 Draw
357	01/20/2020	Payroll	10	EFT	Manuel T Diaz	800.00	January 2020 Draw
358	01/20/2020	Payroll	10	EFT	Richard W Emmons	1,100.00	January 2020 Draw
359	01/20/2020	Payroll	10	EFT	Andrea K Fischer	500.00	January 2020 Draw
360	01/20/2020	Payroll	10	EFT	Tami A Gates	1,200.00	January 2020 Draw
361	01/20/2020	Payroll	10	EFT	Derek L Gildersleeve	1,300.00	January 2020 Draw
362	01/20/2020	Payroll	10	EFT	Robert C McCurdy Jr	700.00	January 2020 Draw
363	01/20/2020	Payroll	10	EFT	Antonio L Muro	797.00	January 2020 Draw
364	01/20/2020	Payroll	10	EFT	Gary Parsley	900.00	January 2020 Draw
365	01/20/2020	Payroll	10	EFT	Galen Presler	1,000.00	January 2020 Draw
366	01/20/2020	Payroll	10	EFT	Angela D Reinhart	1,200.00	January 2020 Draw
367	01/20/2020	Payroll	10	EFT	John J Schons	1,200.00	January 2020 Draw
368	01/20/2020	Payroll	10	EFT	Chantell Steiner	1,500.00	January 2020 Draw
369	01/20/2020	Payroll	10	EFT	Matthew B Thomason	800.00	January 2020 Draw
370	01/20/2020	Payroll	10	EFT	Tracy L Valentine	974.00	January 2020 Draw
371	01/20/2020	Payroll	10	EFT	Kristian L Winston	1,400.00	January 2020 Draw
289	01/21/2020	Payroll	10	EFT	Dept of Labor And Industries - Qrtrly Ta	12,659.24	4TH Quarter 10/01/2019 - 12/31/2019
290	01/21/2020	Payroll	10	EFT	Employment Security Dept - Qrtrly Taxes	959.82	4TH Quarter 10/01/2019 - 12/31/2019
291	01/21/2020	Payroll	10	31163	Employment Security Dept - PFML	1,263.59	Pay Cycle(s) 10/01/2019 To 12/31/2019 - PFML

001 Current Expense	90,803.54
101 Streets	29,786.48
104 Lodging Tax	17,794.98
176 Community Swimming Pool	224.49
402 Garbage	21,130.16
403 Water	40,249.72
404 Sewer	35,607.86
410 Stormwater	2,828.34
415 Parking	5,267.31
501 Equip Rental & Revolving Fund	9,214.54

252,907.42 Payroll: 252,907.42

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

Signed

Date



Finance Director



Date