



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*
Zeke Reister
Ana Cortez-Steiner - *City Administrator*

MEETINGS VIA ZOOM CONFERENCING June 9, 2020 Pacific Time (US and Canada)

Morning Study Session 8:30 AM to 10:30 AM

Join Zoom Meeting

<https://us02web.zoom.us/j/86889869252?pwd=eGJ0MnRwRmI5SF14Vzh6TkRiZW9nZz09>

Meeting ID: 868 8986 9252

Password: 011344

Afternoon Committee Meetings 4:30 – 6:00 PM – All 3 Meetings will run for ½ hour each via the same zoom meeting beginning at 4:30 PM; Councilmembers will attend based on their specific assignments.

Join Zoom Meeting

<https://us02web.zoom.us/j/86370513645>

Meeting ID: 863 7051 3645

Password: None Required

Regular Evening Meeting Begins at 6:30 PM

Join Zoom Meeting

<https://us02web.zoom.us/j/89094152390?pwd=T1VXQWhoL0NlMnIb2NFcVFhWVNKZz09>

Meeting ID: 890 9415 2390

Password: 595370

All Meetings allow for the same dial by your location option using the numbers listed below:

+1 253 215 8782 US

+1 301 715 8592 US

Or Find your local number: <https://zoom.us/u/aeGK1g6nYa>

The City requests that all non-essential visits to City Hall for the Council Meetings be observed. The City Hall Council Chambers will be open for the public that wants to attend the meetings in person; however, social distancing will be required for those that choose to attend. Space may be limited. We encourage all Councilmembers and the public to utilize the zoom meeting feature. Staff will ensure hosting of the access approximately 10 minutes prior to each of the scheduled meetings; no meeting business may be discussed prior to the official opening of the meetings. The public is encouraged to submit written comments prior to the meetings by sending to the City Clerk at financedir@cityofleavenworth.com; comments via email will need to be submitted by no later than 5:00 PM on Monday, June 8, 2020 in order for them to be received and prepared for submission into the record; comments received for the evening meeting will be read aloud as part of the Comments From the Public on Items Not on the Agenda or during the discussion of specific items. If you would like to deliver comments, you may contact City Hall at (509) 548-5275 prior to 1:00 PM on Monday, June 8, 2020 to schedule an appointment for delivery. Comments received through US Mail will be included if they are received prior to the meetings.

LEAVENWORTH CITY COUNCIL AGENDA

Leavenworth City Hall – Council Chambers

June 9, 2020 – 6:30 PM

Call to Order

Roll Call

Consent Agenda

1. Approval of Agenda
2. Approval of May 26, 2020 Regular Meeting Minutes
3. May 2020 Payroll \$224,860.05
4. 2020 Claims \$121,045.55

Council Committees – 2nd Tuesday

Economic Development 4:30 PM

Parks 5:00 PM

Public Works 5:30 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

Public Hearings at 6:45 PM

1. Design Review Board Code Amendments – Continued from April 14, 2020
2. Subdivision Code Amendments – Continued from April 14, 2020
3. Six-Year Transportation Improvement Plan

Resolutions, Ordinances, Orders, and Other Business

1. Action: Ordinance 1609 – Design Review Board Code Amendments – cont. from 4/14/2020
2. Action: Ordinance 1610 – Subdivision Code Amendments – cont. from 4/14/2020
3. Action: Resolution 12-2020 – Amending Six-Year Transportation Improvement Plan for 2021-2026
4. Action: Resolution 09-2020 – Review Rate & Fee Changes for Pool and Festhalle – cont. from 5/12/2020
5. Action: Gray & Osborne, Inc. Professional Services Agreement – On-Call Engineering Services
6. Action: Resolution 13-2020 – Suspending Limited Regulations During Phase 2
7. Action: Bid Award for South Interceptor

Information Items for Future Consideration

Executive Session: RCW 42.30.100(1)(i)(ii) Potential Litigation

Adjournment

(Next Ordinance is 1612 – Next Resolution is 14-2020)

SUPPLEMENTAL COUNCIL AGENDA

1. Ordinance 1609 – Design Review Board Code Amendments – Cont. from 4/14/2020

The City Council is being asked to approve amendments to Chapter 14.08 Old World Bavarian Architectural Theme. The Design Review Board code update was initiated by the 2019 Docket. The Design Board and staff started reviewing the code in May of 2019 and worked through December 2019. The initial review started as a discussion to provide for more administrative approval of sign permits but quickly changed into a discussion about how to provide clarity to the applicants and the Board on design objectives and process steps.

The Board forwarded the amendments to the Planning Commission in January 2020. Todd Smith attended the Planning Commission in February to review the amendments at a public workshop. There were several questions and a few clarifications of the amendments at the workshop. The Planning Commission then held a public hearing on March 4, 2020 and suggested minor changes to the proposed amendments including: page 3 “A change of use or occupancy...”, page 12 addition of an “a”, and page 16 correction of a reference for quasi-judicial review in LMC 21.09.050. These changes are noted in the attached Ordinance.

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 1609 (clean and redline version of Attachment A included)
- Staff Report – Design Review Board
- **MOTION:** *The Leavenworth City Council moves to adopt Ordinance 1609 amending Leavenworth Municipal Code Chapters 14.08 Old World Bavarian Architectural Theme and 2.38 Design Review Board as recommended by the Planning Commission.*

2. Ordinance 1610 – Subdivision Code Amendments – Cont. from 4/14/2020

The City Council is being asked to approve amendments to the Leavenworth Municipal Code pertaining to short and major subdivisions. The proposed amendments change the administrative review of Short Subdivisions to nine lots (rather than the existing four) and the quasi-judicial (Hearing Examiner) review for Major Subdivisions to ten or more lots.

The Planning Commission held a workshop on the proposed amendments in February 2020 where several questions about density were addressed. A subdivision is the division of land into multiple

plots, sites, parcels, or tracts. All subdivisions, regardless of the number of lots created, are required to meet zoning standards and buildout requirements for infrastructure (such as roads). These amendments will not change the standards, density, or buildout requirements. At the public hearing on March 4, 2020, the Planning Commission recommended that the amendments be adopted as presented. There were no public comments at the hearing.

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:**

- Ordinance 1610 (clean and redline version of Attachment A included)
- Staff Report - Subdivisions
- **MOTION:** *The Leavenworth City Council moves to adopt Ordinance 1610 amending Leavenworth Municipal Code Chapter 17.08 Short Subdivisions, Chapter 17.12 Major Subdivisions and Section 21.90.030 Common Definitions permitting up to nine lots to be created through the short subdivision process.*

3. Resolution 12-2020 – Amending Six-Year Transportation Improvement Plan for 2021-2026

The City Council is being asked to approve Resolution 12-2020, which is the City of Leavenworth Six-Year Transportation Improvement Plan (TIP) 2021-2026. A public hearing on the Six-Year TIP is being held prior to approval of the final document. The City Council reviewed the TIP at the May 12, 2020 Study Session meeting and was asked to review the document for any additional recommended changes; no changes have been requested.

The City utilizes an alternative format that is more user friendly than the Washington State Department of Transportation (WSDOT) format. Once the City Council has approved the amended Six-Year TIP for 2021-2026, the amended City TIP projects will be entered into the WSDOT format for submission to WSDOT for inclusion on the State Transportation Improvement Plan (STIP). The STIP is a planning document used by the State of Washington; projects that have qualified for state funding or will be considered for state funding need to be identified in the STIP document. The City has the ability to amend the TIP/STIP at a later date should another project be identified that the City might consider in a grant program.

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 3:**

- Resolution 12-2020 Amending the Six-Year TIP for 2021-2026
 - **MOTION:** *The Leavenworth City Council moves to approve Resolution 12-2020 amending the Six-Year Transportation Improvement Plan for 2021 – 2026.*

4. Resolution 09-2020 – Review Rate & Fee Changes for Pool and Festhalle – cont. from 5/12/2020

The City Council is being presented with the continuation of the Rate & Fee Schedule changes for the Pool and Festhalle from May 12, 2020. The Council will need to consider whether it would like to approve the proposed Pool rate changes as recommended from the Upper Valley Park & Recreation Service Area Board (PRSA). If the Council chooses to reject the pool rates, staff recommends moving forward with approval of the resolution with the change incorporated for the Festhalle, as bookings continue into 2021. Prior discussions at the Festhalle Committee have concurred that rate changes are not necessary at this time; however, this may become a topic of discussion in the near future due to the Festhalle Fund balance concerns. The Council will need to make two motions to proceed based on the motion from May 12; the first motion will untable the Ordinance as previously motioned.

In addition, this discussion will determine whether the City should proceed with attempting to open the Pool this year, contingent upon authorization from the Governor. At this time, it is unknown if the City can reach the required Phase 2 or Phase 3 requirements. Even if the Council wants to allow a potential opening, it may not be known until mid-June or July; at that point it may likely not be a good financial option. A draft modified budget is provided to identify what a partial opening of the season may look like if the City were to open by July 1. The City will see a reduction in the fund balance, whether the pool has a limited operation or not, as certain costs are still needed to maintain the pool; including the debt service payment that is due to the City for the loan on the resurfacing project. For the limited operation scenario, the City could anticipate a reduction of approximately \$44,100 in the fund balance (see yellow highlight on spreadsheet); if the Pool does not open, it is estimated to be about a \$30,000 reduction. Previous discussions by the PRSA Board was to finalize a decision by June 15, 2020. No motion is required for this portion of the discussion; however, staff requests direction on whether to consider opening or not by July 1, 2020.

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,	

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

- Resolution 09-2020 Rate & Fee Schedule – Affected Pages Only – Clean Version
 - Resolution 09-2020 Rate & Fee Schedule – Affected Pages Only – Redline Version
 - Pool Rate History
 - Draft Budget Scenario for Limited Operations
- **MOTION:** *The Leavenworth City Council moves to untable Resolution 09-2020 Rate & Fee Changes.*
 - **MOTION:** *The Leavenworth City Council moves to approve Resolution 09-2020 Rate & Fee Changes _____ (with or without) the pool rate changes included.*

5. Gray & Osborne, Inc. Professional Services Agreement-On-Call Engineering Services

The City Council is being asked to authorize the Mayor to sign a contract with Gray & Osborne, Inc. for on-call engineering consultant services that includes, inspection, plan review, preliminary and final review of civil plans, stormwater plan review, water/sewer plan review, utility design, surveying, geotechnical investigation / review, studies and services, permitting, project management, project / site inspections, grant writing and grant management, GMA Comprehensive Plan work, and review and drafting of development standards and codes. This contract will run from June 15, 2020 through December 31, 2021 with an option to renew.

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:**

- Gray & Osborne, Inc. Professional Services Agreement for On-call Engineering Services
- **MOTION:** *The Leavenworth City Council moves to approve and authorizes the Mayor to sign the On-call Engineering Services Professional Services Agreement with Gray & Osborne, Inc.*

6. Resolution 13-2020 – Suspending Limited Regulations During Phase 2

The City Council is being asked to suspend portions of the Leavenworth Municipal Code to provide businesses more flexibility during the Phase 2 reopening, as outlined by Governor Inslee. Due to the declared state of emergency, signed by the Governor on February 29, 2020, and the

resulting limitations or closures of most businesses throughout the State and City, the City of Leavenworth businesses have faced numerous financial impacts. Additionally, businesses that are permitted to re-open, under Phase 2, are challenged to meet new regulations for operations and building occupancy. However, the City is in a unique situation to support businesses by providing use of the right-of-way and being flexible with signage options.

For these reasons, Mayor Florea has enacted the closure of several streets and is requesting that some portions of the street be open to retail and restaurant use without charge. Historically, the use of sidewalks or streets (right-of-way) for private business use requires a Special Use Permit and fees. Additionally, these permits require compliance with the Old World Bavarian Alpine Theme and building codes. To streamline the permit process and help financially strapped businesses, the Mayor and Development Services, in consultation with the Chamber of Commerce, streamlined the submittal, review, and requirements for a Special Use Permit. These changes include exempting the requirement to comply with the Old World Bavarian Alpine Theme, permitting day use only (removing items at night), and prohibiting fencing. The COVID Special Use Permit’s would require insurance, an approved site plan, building owner signature, and would be conditioned as determined appropriate or necessary by the City Administrator. The Mayor is also requesting that the required fees be waived for Special Use Permits issued for the Phase 2 re-opening and for all existing and new Special Use Permit fees during Phase 2 be pro-rated for the year.

The final component of supporting businesses during this re-opening, under Phase 2, is to permit additional “A-frame” signs, each less than 4 square feet, to be placed throughout the commercial zones. Currently this type of sign is required to meet color, font, and design requirements. The proposed exemption would permit “A-frame” signs without regulating the number of signs, color, font, or design. The City will retain control of the right-of-way and would have the option to move or remove signs if it is determined to be an obstruction. This exemption will help direct and inform the public during Phase 2 of the re-opening plan.

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:**

- Resolution 13-2020
 - **MOTION:** *The Leavenworth City Council moves to approve Resolution 13-2020 suspending certain requirements of the Special Use Permit, permit fees for right-of-way, and the Old World Bavarian Alpine Theme standards to accommodate State imposed restrictions on businesses during Phase 2 of the State re-opening plan.*

7. Bid Award for South Interceptor Project

The City Council is being asked, at the recommendation of the project engineering firm, Varela and Associates, to award the bid for the City of Leavenworth Wastewater South Interceptor Replacement project to Clackamas Construction, of Boring, Oregon in the amount of \$1,187,291.63 (including WA State Sales Tax). The project includes replacement of the South Interceptor sewer mainline from 8th Street to the Wastewater Treatment Plant. The construction will include excavation, removal, and replacement of the aging undersized line where it is feasible, and “pipe bursting” replacement in areas where disturbance is not acceptable. Engineering, design, bidding and evaluation, and project management has been and is being provided to the City by contract through Varela and Associates of Spokane, WA, represented by Mr. Mark Johnson PE, and Jeff Moran, Project Manager. Three bids were received at the bid opening held on May 22, 2020 ranging from \$1,187,291.63 to \$2,485,885.27. The project estimate provided by Varela and Associates was \$1,306,150.13. Bids were evaluated by Varela and Associates for accuracy and completeness and are making the award recommendation to Council. Rural Development has reviewed the bid summary and is authorizing moving forward with bid award.

Funding for the project is secured through Rural Development Funding (RD) in the form of an overall combination loan and grant in conjunction with the Wastewater Treatment Plant Upgrade Project. Construction is scheduled to begin in spring/summer of 2020.

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 7**:

- Bid award recommendation letter
- Bid tabulation
- **MOTION:** *The Leavenworth City Council moves to award the South Interceptor Replacement Project to Clackamas Construction, of Boring, Oregon, in the amount of \$1,187,291.63 including WA State Sales Tax.*

ORDINANCE NO. 1609

**AN ORDINANCE OF THE CITY OF LEAVENWORTH, WASHINGTON
ADOPTING AMENDMENTS TO THE LEAVENWORTH MUNICIPAL
CODE REGARDING DESIGN REVIEW REQUIREMENTS, AMENDING
CHAPTER 14.08 OLD WORLD BAVARIAN ALPINE THEME AND
CHAPTER 2.38 DESIGN REVIEW BOARD.**

WHEREAS, the Leavenworth City Council directed the Planning Commission through the 2019 Amendment Docket to review and amend Title 14, items “a. Update of Title 14 – Signs Request to Administratively review and approve signs” and “d. Design Review Board Request to update LMC 14.08 to clarify”; and

WHEREAS, the Design Review Board meet and discussed the proposed amendments at their regularly scheduled meetings from May 2019 through December 2019; and

WHEREAS, the Planning Commission reviewed proposed amendments with representative Todd Smith from the Design Review Board during its regular meeting of February 5, 2020; and

WHEREAS, the proposed amendments are exempt from the State Environmental Policy Act, pursuant to RCW 43.21C and WAC 197-11-800(19); and

WHEREAS, the City of Leavenworth sent the request for comment to the Department of Commerce on January 17, 2020, pursuant to the requirements of RCW 36.70A.106; and

WHEREAS, the Department of Commerce reviewed, material ID #2020-S-1135, which was concluded on March 17, 2020 with no agency comment; and

WHEREAS, on March 18, 2020, a “Notice of Public Hearing” on the amendments was published in the Leavenworth Echo and posted in three locations in City Hall; and

WHEREAS, a staff report was prepared and given to the Planning Commission and posted on the City website on February 6, 2020; and

WHEREAS, on March 4, 2020, the Planning Commission held a public hearing to receive public testimony on the amendments to the Municipal Code, of which there was none, and voted unanimously to recommend adoption of the amendments with three minor corrections; and

WHEREAS, the City Council opened the public hearing on April 14, 2020 and continued it to June 9, 2020 due to the COVID-19 Stay Home Stay Healthy mandate; and

WHEREAS, the City Council reviewed the amendment at its June 9, 2020 Regular Meeting; and

WHEREAS, the City Council made the following findings:

1. The requirements of RCW 43.21C, the State Environmental Policy Act, and WAC 197-11 have been satisfied.
2. The requirements of the Leavenworth Municipal Code related to the updates and amendments have been satisfied.
3. The Planning Commission recommendation was based on the Staff Report findings of fact and conclusion of law.
4. The amendments are consistent with the purpose and intent of the City's Comprehensive Plan.
5. The amendments have undergone sufficient research and evaluation to determine that they will accomplish the purposes for which they are enacted and are intended to further the public health, safety, and welfare.
6. The amendments are in the best interest of the public and further the health, safety, and welfare of the citizens of the City of Leavenworth.
7. The City Council decision is final unless appealed as provided in Chapter 21.11 LMC, Appeals. The appeal shall meet the requirements of the Growth Management Hearing Board process and procedures.
8. The complete case file, including findings, conclusions and conditions of approval, if any, is available for inspection at City Hall during normal business hours, 700 US Hwy 2, Leavenworth, WA. Contact the Development Services Manager, (509) 548-5275.

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

Section 1. The amendments regarding design review requirements, amending Leavenworth Municipal Code Chapter 14.08 Old World Bavarian Alpine Theme and Chapter 2.38 Design Review Board are hereby adopted to read as set out in Attachment A.

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

Section 3. If any section or part of this Ordinance, or of Attachment A is declared unlawful, the balance of the section of the Ordinance or of Attachment A shall be unaffected and shall remain in full force and effect.

Passed by the City Council of the City of Leavenworth, Washington and approved by the Mayor at an open public meeting on the 9th day of June, 2020.

CITY OF LEAVENWORTH

By: _____
Carl J. Florea, Mayor

Attest:

Chantell Steiner
City Clerk/Finance Director

Approved as to form:

Thom H. Graafstra, City Attorney

Chapter 14.08 OLD WORLD BAVARIAN ALPINE THEME

14.08.010 Purpose.

The purpose of this chapter is to assist all involved in the design of new buildings, structures, walkways, plazas, lighting, or other miscellaneous items identified herein or the alteration of existing buildings, structures, walkways, plazas, lighting, or other miscellaneous items identified herein in order to develop and promote Leavenworth's Old World Bavarian Alpine Theme.

14.08.020 Applicability.

A. Within all of the commercial zone districts of the city and the city's urban growth area, the following shall conform in exterior design to the Old World Bavarian Alpine Theme, to the greatest extent practicable:

1. New buildings, structures, walkways, plazas, lighting, or other miscellaneous items identified herein;
2. Additions, substantial alterations and individual changes to structures and buildings; and
3. Modifications to walkways, plazas, lighting and other miscellaneous items identified herein.

B. For purposes of subsection (A) of this section, the term "substantial alteration" shall be defined as any interior and/or exterior alteration of an existing building or structure, the total cost of which (including but not limited to electrical, mechanical, plumbing and structural changes) within any 18-month period equals or exceeds 75 percent of the value of that building or structure at the time that a permit is applied for. The value shall be determined by using a contractor's estimate for construction or the IBC construction estimates and either the most recent assessed value as stated in the Chelan County assessor's current year tax records or an appraisal submitted by a licensed real estate appraiser. The estimate and the appraisal shall be dated no later than six months prior to the date of permit submittal.

C. When a permit for new construction and/or an addition is applied for, the entire structure and/or addition shall comply with all of the requirements of this chapter except as follows:

1. For zero lot line buildings, at a minimum, partial-pitched roofs which comply with the requirements of LMC 14.08.040(B) shall be incorporated on all sides of the structure which front on a street and/or alley. At a minimum, the partial-pitched roof shall span the entire length of the wall fronting on the public street and/or alley and shall extend 16 feet from the perimeter edge of the structure back toward the center of the structure, which measurement shall not include that portion overhanging the edge of the structure.

D. When a permit for a substantial alteration is applied for, the entire structure, including all existing components, shall comply with all of the requirements of this chapter, with the exception of roof and wall treatments, which at a minimum shall comply with the following:

1. If the substantial alteration is equal to or greater than 75 percent of the value of the structure (using the valuation methodologies and time frame in subsection (B) of this section), the following requirements shall apply:
 - a. If the existing roof is not in conformance with the requirements of this chapter, it shall be replaced on all sides of the structure which front on a street and/or alley with a partial-pitched roof which complies with the requirements of LMC 14.08.040(B). The partial-pitched roof shall span the entire length of the wall fronting on the public street and/or alley and shall extend 16 feet from the perimeter edge of the structure back toward the center of the structure, which measurement shall not include that portion overhanging the edge of the structure.

- b. If the existing wall treatment is not in conformance with the requirements of this chapter, the entire surface of those walls of the structure which front on a public street shall be resurfaced with wall treatment which complies with the requirements of LMC 14.08.040(C). The remaining walls of the structure (which do not front on a public street) shall not be required to be resurfaced with a compliant wall treatment, but shall be painted in an identical or complementary color to the compliantly surfaced walls. This exception to wall treatment requirements applies only to the wall surfacing materials; all other requirements of this chapter, including, but not limited to, decorative windows, doors, and trims shall apply.

E. Every change to an exterior element of a structure, including, but not limited to, doors, windows, wall finishes, paint, roofing materials, and/or structural elements shall comply with the requirements of this chapter unless such change is routine maintenance and repair; in which case, it may be repaired with a material which is identical to that of the original materials or a material which is determined equally or more compliant by the Development Services Manager or designee, pursuant to LMC 14.08.030.J. The painting of a new or existing building in a color different from the color originally approved shall require approval by the design review board.

F. Noncompliant Structures.

A determination of the compliance or noncompliance of the structure shall be made by making application to the design review board, which shall render findings of fact in making this determination.

1. Moving Noncompliant Structures. An existing structure which is not compliant with the Old World Bavarian Alpine Theme shall not be relocated to the commercial zone districts or be moved from one place to another within the commercial zone districts. Except, if a structure can be determined to be compliant with minor improvements which do not exceed 25 percent of the value, (using the valuation methodologies in subsection (B) of this section), the structure shall be allowed to be relocated subject to compliance with conditions placed on the permit by the design review board. To ensure that when a structure is placed it shall comply completely and in a timely manner with the permit requirements, the applicant shall be required to bond for all improvements at 150 percent of the total value (using valuation methodologies in subsection (B) of this section) and all improvements shall be completed within 120 days of the date of permit approval. Noncompliance will result in a requirement for the property owner to remove the structure.

G. Change in Use or occupancy.

A change of use or occupancy which results in physical changes to the structure shall be treated as either new construction, a substantial alteration or changes to individual elements in accordance with how the said change or changes meets the thresholds described in subsections (B) through (F) of this section and shall be held to the requirements as delineated thereto with the following exceptions:

1. An existing single-family residential structure which converts to another use and undergoes a change of use or occupancy, pursuant to the building code, shall be treated as new construction and shall comply with the requirements of this chapter applicable to new construction; except the roof shall not be required to be brought into compliance; however, fascia shall be trimmed with materials which comply with the requirements of this chapter.
 - a. When roof materials and/or structural roof components are replaced in a manner which is not routine maintenance and repair (e.g., a patch job), the materials and structural components shall comply with the requirements of LMC 14.08.040(B).

14.08.025 Exemptions.

Temporary structures used for festivals and events may include white or solid colored tents with no signage (or lettering).

14.08.030 Design review board review.

A. No building or structure (regardless of the size), walkway, plaza, lighting or other miscellaneous items identified herein shall be placed, constructed, changed, altered, added to, and/or undergo a change in occupancy status pursuant to the building code in any commercial zone district without first obtaining design review board approval and a permit. All applications for permits for construction, changes, alterations, additions, and/or changes of use of buildings, structures, walkways, plazas, lighting, or other miscellaneous items identified herein shall first be submitted to and be reviewed and approved by the design review board, who shall determine if the application is compliant with this chapter for the Old World Bavarian Alpine Theme.

B. All applications for permits required by this chapter shall be accompanied by a complete set of plans and blueprints clearly defining the construction, changes, alterations, or remodeling and stating the proposed location, dimension, and types of construction and design. The plans and blueprints shall be drawn to scale and shall clearly define the roofing materials and siding materials to be used and also the finish, paint or other materials to be used or applied on all exterior walls, trims, and other details and shall state a contemplated date of commencement and completion of the project, and shall become the property of the city upon submission of the application. All applications submitted shall be accompanied by payment of a permit fee for the amount identified in the city's fee schedule.

C. The applicant shall submit an accurate colored rendering of the proposal. The colored rendering shall either be done in a form of paint, colored pencils, colored pens, or be computer-generated. Paint chips or paint samples shall be submitted with the colored rendering for all colors included in the rendering.

D. In determining whether the proposed placement, construction, change, addition, or alteration conforms to exterior design of the Old World Bavarian Alpine Theme, the design review board shall consider the compatibility of the proposed exterior design with the existing design review board approved Bavarian structures and designs in the commercial zone districts of the city and the city's urban growth area and may, in addition, consult the following publications which contain many examples of architecture, including some examples that are specific to the Old World Bavarian Alpine Theme:

1. "Bayern in Bildern." Illustrations of Bavaria. Munchen, L. Muller (1971);
2. "Häuser in den Alpen," by Viktor Proksch. Pinquin Verlag, Innsbruck, and Umschau Verlag, Frankfurt A.M. (1964) (this book is also available in an English/French version);
3. "Bemalte Fassaden," by Margarete Baur-Heinbold. Verlag Georg D.W. Callwey, Munchen (1975);
4. "Bayern – Bavaria – La Baviere: e. Bildbd.," by Otto Siegener. Munchen-Pullach: Simon (1975);
5. "Wohnen im Alpenland," by S. Staffa. Verlag, Kitzbuhel;
6. "Die Schönsten Bauernhufe Oberbayerns," by Ottmar Schuberth. Munchen (1999).

E. Copies of the above publications and similar related reference works shall be kept on hand by the city for review by applicants and by members of the design review board.

F. An applicant may submit a preliminary sketch prior to furnishing a complete application for review at a regularly scheduled design review board meeting. Following review by the board, the applicant shall complete the application as directed by the board in accordance with this chapter.

G. Design review applications shall be processed in accordance with the quasi-judicial review process, pursuant to Chapter 21.09 LMC. In order to schedule a design review board meeting, a complete application shall be received by the development services department at least 10 working days prior to the meeting.

H. Changes to a design review board approved design, which are subsequently proposed after the initial approval of the design review board permit, shall require submission of an application to the design review board for approval prior to construction of the change.

I. Supporting reference materials shall be supplied to the design review board by the applicant at the request of the board.

J. The Development Services Manager or designee may administratively approve, conditionally approve or deny individual components of a project, listed below, when not associated with a larger project that would require design review board review. However, the Development Services Manager has the discretion to require the application or portions of the application to be presented to the design review board for review and approval. Additionally, the Development Services Manager may consult with the Design Review Board on the merits of whether or not a project complies to the Old World Bavarian Alpine Theme.

1. Retaining walls, landscaping structures, landscaping planter sign bases, lighting, fences or fence-type walls, garbage enclosures, walkways, plazas, publicly owned equipment, or similar structures.
2. Changes to the individual exterior elements (LMC 14.08.020) which collectively do not exceed five percent of the value of the structure (using the valuation methodologies and time frame in LMC 14.08.020(B)). Approval shall be subject to the standards contained in this chapter.
3. Moving approved signs which meet the design standards of LMC Chapter 14.08.080.
4. Repair of structures with identical materials to the original materials or a material which is determined equally or more compliant by the Development Services Manager. For purposes of this chapter, routine maintenance and repair is defined as corrective and/or preventative actions which do not result in an alteration but which allow for a structure to perform its intended, original purpose.

K. The applicant or a representative of the applicant shall be in attendance at the design review board meeting for an application to be reviewed by the design review board.

L. Chelan County has adopted the city's codes within the city's urban growth area, including this chapter, the Old World Bavarian Alpine Theme. The city's design review board will perform reviews of applications for projects located in the urban growth area and relay its findings to the county for inclusion in the county decision-making process. The county is the decision-making authority within the geographic boundary of the city's urban growth area.

14.08.035 Design review permit – Conditions and effect.

Architectural design review permits issued on the basis of plans and applications approved by the design review board or administrative official (as applicable) authorize only the arrangement and design set forth in such approved plans and applications, and no other use, arrangement, design or construction. Use, arrangement, design or construction at variance with that authorized shall be deemed violation of this title and punishable as provided in Chapter 21.13 LMC.

14.08.040 Design elements.

The design review board, in granting or denying approval of a permit in accordance with this chapter, should consider the following criteria. This list is intended to serve as a guide for prospective developers of representative Old World Bavarian design features which have proven effective on commercial buildings in the city. The following design elements shall be incorporated, as applicable, in design

proposals brought before the Leavenworth design review board to implement the Old World Bavarian Alpine Theme in the City of Leavenworth. A minimum of three decorative design details (in addition to structural elements) shall be included on a building or structure. Decorative design details include, but are not limited to, painted trim, decorative fascia, window treatments, balconies, and murals.

- A) Typical building shapes and streetscapes, see Portfolio Chapter A.
- 1) Buildings are square, rectangular, and/or combinations thereof.
 - 2) Projecting window bays, ecker or sections of balcony may be added.
 - 3) Adjoining Structures. Consideration of where structures join or how rooflines meet or overhang should be considered.
 - 4) Non-traditional buildings or market-type buildings pose special challenges to this design theme. They must, however, include traditional Bavarian design elements and materials.
- B) Roofs, see Portfolio Chapter B.
- 1) Low-pitched roof. The single most defining shape of Bavarian Alpine architecture is the low-pitched roof with expansive overhangs, regardless of building size. An alpine roof is designed to hold snow for insulation and safety.
 - 2) Expansive Overhangs. The overhangs deal with ice buildup and help keep the area right next to the structure free of snow.
 - 3) Primary roofs have a pitch of 3:12 to 6:12. On occasion, there will be projects that warrant steeper or lower pitches; these will be reviewed on a case-by-case basis.
 - 4) Roof overhangs are expansive on the front and sides and usually require rafter and lookout beams. Typical overhangs are 24 inches or more on the sides and 36 inches or more at the front with the back reflecting either the side or front. "Expansive" shall be determined by the Design Review Board based on the building size and overall design to balance the building. For example, larger buildings will have larger overhangs. Large: 4' on sides, and 6'+ on front overhangs are encouraged and increase the appeal of a building's roof aesthetic.
 - 5) Lookout or rafter beams shall be scrolled and/or have decorative faceplates (pfettenbretter). The scrolling shall be traditional Rococo, Baroque or folk designs. Lookout beams shall not extend beyond the fascia.
 - 6) Face plates (pfettenbretters) shall be behind the fascia.
 - 7) Pitched Roof Materials.
 - a) Tile, simulated tile, standing seam metal, high-profile asphalt shingles, composite wood-appearance shake/shingles or heavy shakes (when approved by the Fire District) are acceptable. Copper as a roof or as an accent roof are also typical. "High-profile" means the depth of the shingle overlay or the distance from the top of a shingle or layer to the top of the overlaying shingle or layer. For highly visible areas, high-profile asphalt roofing shall have a depth of at least ¼ inch.
 - b) Acceptable colors for standing seam metal are clay red (to mimic "terracotta" tile), brown, green (to mimic oxidized copper) or gray. Acceptable colors for tile or asphalt shingle are red, gray, or brown earth tones (to mimic wood shingles).
 - c) Unacceptable materials include galvanized metal, overlap metal, plain shingles, and profileless (less than ¼-inch) asphalt shingles.
 - 8) Fascia shall be scrolled or multiple profile. Other designs from Bavaria may be approved by the Board. "Multiple profile" means a minimum of three layers of wood with each overlapping layer being shorter than the previous. Differing depth of each layer is also common. If a scrolled layer

is incorporated, a minimum of three layers shall be used, not including the drip edge. Scrolling shall be traditional Rococo, Baroque or folk designs.

- 9) When snow guards are used or intended to be used, they shall be included in the overall design review approval. Preferred styles are turned logs, tab style to match the roof or bar style but not bent ("v" shaped) metal.
 - 10) If roof rafters are exposed (open soffit), the underside of the roof covering shall be one of the following materials to mimic traditional Bavarian exterior: resawn woods, tongue and groove boards (beveled or plain), plywood mimicking solid wood, solid wood, or exterior finish sheathing. Additional fire protection measures may be required by the Fire and Building codes.
- C) Walls, see Portfolio Chapter C. Wall treatments shall consist of the following:
- 1) Stucco or stucco-like material. Stucco should have minimal or concealed expansion joints, which will be emphasized during project review
 - 2) Wood, typically the whole building or on the upper level of a first level stucco base building;
 - 3) A combination of stucco for the first floor and wood for additional floors;
 - 4) Slate, stacked stone or other rectangular rock/stone (not river rock) is usually at the foundation;
 - 5) Unacceptable materials or methods are (see Portfolio Chapter K):
 - a) Metal siding;
 - b) Stucco board, or panelized preapplied stucco, except that the use of cementitious panel may be allowed for adjoining buildings, and when the walls being covered with cementitious panel will not be generally visible;
 - c) Half timbering (generally defined as 1/2 round or timber frame with panel infill);
 - d) Concrete block (cracked or plain). If concrete block is used, it shall be stuccoed;
 - 6) Retaining walls, landscaping structures, permanent or semi-permanent (because of size and/or weight) landscape planters, landscaping planter sign bases, and similar structures may be constructed of stucco, landscaping timbers, stacked stone, irregularly shaped rock, large boulders, poured concrete, split-faced concrete block landscaping stones, or other new materials as approved by the design review board. Cultured stone that has the appearance of stone, irregularly shaped rock or large boulders is acceptable.
 - a) Unacceptable material include railroad ties and round river rock.
 - 7) Fences or fence type walls may be constructed of decorative metal, wrought iron, wood, stone, stucco, irregularly shaped rock, poured concrete, split-faced concrete block stones, or other new materials as approved by the design review board. Cultured stone that has the appearance of stone, irregularly shaped rock or large boulders is acceptable.
 - a) Unacceptable materials are round river rock and Chain link fencing, except chain link may be approved as follows:
 - b) When required by state or federal law.
 - c) When deemed necessary by a public safety official for public safety purposes.
 - d) When used for security purposes on property owned and/or leased by a public entity.
 - e) When used as temporary construction fencing.
 - f) At the Development Services Manager's discretion, they may require that shielding components be incorporated into the fencing, apply time limits to the installation, and/or apply other conditions as determined necessary to mitigate impacts.
- D) Balconies, see Portfolio Chapter D. Balconies are optional. Where architectural balconies not intended for actual use are proposed, they shall have an apparent means of access, i.e., a door or

false door, or large window. If balconies are present, they shall contain traditional design elements, such as:

- 1) Heavy beam supports;
- 2) Scrolled slats;
- 3) Flower boxes (optional).

- E) Doors and Doorways, see Portfolio Chapter E. A handcrafted wood door is preferred.
- 1) Doors are constructed of wood or materials with a wood-like appearance; however, doors used for utility and/or service entrances (generally not visible from the right-of-way) can be constructed of other materials but shall be colored to blend with adjacent surfaces.
 - 2) Where wood is utilized on the wall surface, the door trim shall be wood. Where stucco is utilized, the stucco shall be wrapped around the inset for the door.
 - 3) Doors frames shall be recessed (not surfaced mounted), preferably 3 inches or more.
 - 4) Doors, doorways and entryways like vestibules or porticos are often arched. The arched doorway or entryway should be constructed of wood or stucco.
- F) Windows, see Portfolio Chapter F. Window treatment options are:
- 1) White or wood appearance is acceptable if harmonious with surrounding structure.
 - 2) Recessed (preferably 3 inches), with or without painted decorative trim;
 - 3) Where wood is utilized on the wall surface, the window trim shall be wood or wood appearance. Where stucco is utilized on the wall surface, the recessed window area shall be wrapped in stucco.
 - 4) When shutters are used, they shall be proportional to the window and appear operable. Shutters are desirable when painted trim is not applied;
 - 5) Painted decorative trim;
 - 6) Gridded divisions in the glazing (also known as muntins, simulated grids or divided lites) may be required by the Board in proportion to the window size and location. Such grids shall be on the exterior of the window glazing;
 - 7) A minimum of one of the following treatment options, or a combination of options, shall be included:
 - a) Painted decorative treatments around windows located on stucco walls with Baroque, Rococo, Classical or Bavarian folk art in design;
 - b) Shutters with or without painted trim
 - c) Flower boxes, wood finish or painted;
 - d) Arched windows;
 - 8) Flush mounted windows are unacceptable.
 - 9) On occasion, there may be a case for an unadorned window; this will be viewed on a case-by-case basis.
- G) Trim, see Portfolio Chapter G. Trim is the least of the design elements, not the focus of the design.
- 1) Decorative scroll work shall be required on fascia board and/or other trim. In general, scrolling follows traditional or Rococo designs. Design details for scroll work shall be included with the application.
 - 2) Stone can be used in rectangular linear forms for accents. River rock, concrete block (cracked or plain), and irregular stone slabs are unacceptable.
 - 3) Wood shall not be used as trim over stucco.

- H) Decorative Painting, see Portfolio Chapter H. Designs for murals or art work on exterior walls or around windows and doors shall be presented for design review board approval before application to the building. All murals are subject to design approval by the design review board. Murals may incorporate a sign, or may stand alone. When a sign is incorporated into the mural, then a sign permit and compliance with Chapter 14.10 LMC, Signs, are required.
- 1) Corner walls may be painted to simulate rectangular stone quoins using a trompe l'oeil style.
 - 2) Three-dimensional painting is encouraged around windows and doors when shutters are not present. Classic as well as Rococo designs should be used.
 - 3) Murals may be of a traditional Bavarian theme. Scenic murals are also acceptable.
 - 4) Mural placement shall be floating rather than framed by trim or other design elements.
 - 5) Murals are accents. The intent is not to cover a complete wall with a mural.
- I) Colors, see Portfolio Chapter I. Color selection shall incorporate the following:
- 1) The predominant stucco color is white or off-white. Pastels are acceptable with white or off-white accents, or stone accents, on stucco trim.
 - a) Unacceptable – any bold bright colors.
 - 2) Wood trim (including beams, fascia and siding) may be stained with transparent wood-tone stain or, occasionally stained with opaque stain or painted.
 - 3) A paint chip or paint sample shall be submitted with the colored rendering of a design for all colors incorporated in the rendering. This requirement applies to the sign and architectural theme sections of this code. The sign portion of the mural is not exempt from this requirement, although the rest of the mural is.

14.08.050 Supplemental regulations.

A. The design review board may require the following structures or items to comply to the maximum extent practical and feasible with the Old World Bavarian Alpine Theme when they are located in any commercial zone district:

1. Street furnishings.
2. Walkways and/or plazas.
3. Garbage enclosures.
4. Kiosks.
5. Vehicle infrastructure, such as gas, pay and charging stations.
6. Display cabinets per LMC 5.22.030
7. Any type of display or permitted structure not enclosed within a building structure.

B. Meters, utility boxes, vents, louvers, conduit covers and other similar items shall be colored to blend with adjacent surfaces or colored black.

C. Serving windows to outdoor, privately owned staging areas shall be set back a minimum of eight feet from the sidewalk or public right-of-way.

D. The terms, provisions and requirements of this chapter shall be in addition to and not in lieu of the requirements set forth in the International Building Code and other uniform codes adopted by the city or in any other ordinance, state statute or regulation governing the construction, building, zoning or other similar regulations applicable to the city.

E. The painting of a new or existing building in a color different from the color originally approved shall require approval by the design review board.

F. Buildings shall not be occupied or opened for business until the approved exterior design features of that building are finished. A temporary certificate of occupancy/exemption may be granted by the city with a surety to perform work for not more than the time period allowed by the surety to perform work; provided, that the reason for delayed completion is due to weather or other circumstances beyond the control of the owner.

G. Until all applicable fees, charges, and expenses have been paid in full, as required, no action shall be taken by the city on any application, appeal or request excepting that of design review board consultation.

H. Design review board approved architectural and sign permits shall expire in conformance with LMC 15.04.030 and associated building permits (as necessary).

I. All mechanical equipment, e.g., heating and air conditioning equipment, air handling ducts, and compressors, shall be screened from view. False balconies, false chimneys, railings, and parapet walls may be utilized as long as they do not detract from the Bavarian Alpine Theme. Screening plans/designs must be included in architectural elevations presented for board review and approval. Reduction of fire hazards should be considered in the material and design of screening.

J. Rain gutters, downspouts, and heat tapes shall be required for all eaves to eliminate the possibility of drainage onto sidewalks.

K. As a condition of approval for the issuance of a permit a performance or surety bond may be required, subject to the following:

1. The city attorney shall approve all performance and surety bonds as to form and securities.
2. The director(s) of the affected department(s) shall approve all performance and surety bonds as to amount and adequacy.
3. Alternative sureties may be considered by the city upon approval by the city attorney and the affected departments of the city.
4. The value of the bond/surety shall be equal to at least 150 percent of the estimated cost of the improvement(s) to be performed for improvements completed within a one-year time frame or 200 percent for improvements completed within a two-year time frame, or to be utilized by the city to perform any necessary work, or to reimburse the city for performing any necessary work and documented administrative costs associated with action on the bond/surety. To determine this value, the applicant must submit a bid for the improvements to be performed. If costs incurred by the city exceed the amount provided by the assurance device, the property owner shall reimburse the city in full, or the city may file a lien against the subject property for the amount of any deficit. Upon written request, the city may grant a one-time extension of the bond/surety.
5. Upon completion of the required work by the property owner and approval by the city at or prior to the completion date identified in the assurance device, the city shall promptly release the device.
6. If the performance bond or surety is required, the property owner shall provide the city with an irrevocable notarized agreement, with a form provided by the city or form acceptable to the city, granting the city and its agents the right to enter the property and perform any required work remaining uncompleted at the expiration of the completion date identified in the assurance device.

14.08.060 Small commercial buildings.

Small commercial buildings less than 160 square feet, see Portfolio Chapter J, shall meet the following standards:

- A. Follow the same low-angle Bavarian Alpine roof construction as larger buildings.
- B. These buildings may have all wood outside wall construction. If all wood siding is used, the siding must be tongue and groove cedar, pine, or squared log construction. Usually the siding is applied horizontally. Plywood siding is unacceptable. Stucco may be used.
- C. These buildings should have extensive overhangs front and back, with more modest overhangs on the sides.
- D. Natural wood tone stains predominate in Bavaria, with little or no painting of the trim.
- E. Most of the ornate features are scrolled trim with window shutter cutouts.
- F. Roofing materials are the same as for larger buildings.
- G. The overall feeling should be rustic in nature.

14.08.080 Signs.

- A. All signs must conform with the city sign ordinance, LMC Chapter 14.10.
- B. Examples of approved signs are found in LMC 14.08.100(M).
- C. General locations for signing is to be indicated on the design review application drawings, with evidence that flowers and other features will not interfere.

14.08.090 Enforcement.

This chapter shall be enforced pursuant to Chapter 21.13 LMC.

14.08.100 Appendix: Portfolio of Photographs of Old World Bavarian Architecture and Signs for the City of Leavenworth.

The community development director shall make color copies of the "Portfolio of Photographs of Old World Bavarian Architecture and Signs for the City of Leavenworth" available to the public to view. The "Portfolio of Photographs of Old World Bavarian Architecture and Signs for the City of Leavenworth," dated January 23, 2001, is incorporated herein by this reference and is hereby adopted as part of this chapter. A monetary deposit according to the city's adopted fee schedule shall be required to check out the portfolio of photographs. The following are included in the portfolio:

- | | |
|---|--|
| A. Typical building shapes and streetscape; | I. Colors; |
| B. Roofs; | J. Small buildings; |
| C. Walls; | K. Inappropriate design elements; |
| D. Balconies; | L. Local Bavarian Alpine buildings; |
| E. Doorways; | M. Signs; |
| F. Windows; | N. Regional Bavarian Alpine building styles and map. |
| G. Trim; | |
| H. Decorative painting; | |

Chapter 2.38 DESIGN REVIEW BOARD

2.38.010 Created – Membership, terms, appointments, approval and compensation.

A. There is established a design review board consisting of five members, plus an alternate and a construction advisor. The term of appointment to the board shall be four years and members can be reappointed for succeeding terms. Positions one, two, and five shall have terms expiring June 1st of succeeding years. Positions three and four shall have terms that expire December 1st of succeeding years. New appointments shall be made in a timely manner in order to assure staggering of time for appointments.

B. All members shall be appointed by the mayor and confirmed by a majority of the city council. Vacancies occurring other than through the expiration of a term shall be filled by the mayor with confirmation by a majority of the city council. Any member may be removed at any time by the mayor.

C. Members shall be selected without regard to political affiliation. Serving on the design review board requires residing within the boundaries of the Cascade School District or being a resident of Chelan County and owning a business within the city. Prior to appointment, members must demonstrate a fundamental knowledge of Old World Bavarian Alpine design and the purpose of the city's ordinances regulating architectural design and signs. The mayor shall appoint members based on consideration of the candidates' knowledge regarding the Old World Bavarian Alpine theme and/or demonstration of the following:

1. Travel throughout the Bavarian Alpine region of Bavaria;
2. Working or living in the Bavarian Alpine region of Bavaria;
3. Demonstrate a fundamental knowledge of Old World Bavarian Alpine architecture through the design or building of Old World Bavarian Alpine style structures;
4. Demonstrate a fundamental knowledge of Old World Bavarian Alpine design elements such as color, window treatment, murals, overhangs and building materials;
5. Demonstrate, via travel throughout Germany, Austria, and/or Switzerland, the ability to differentiate between regional design elements.

D. Members of the design review board shall serve without compensation.

E. An alternate design review board member shall be appointed by the mayor, as outlined in subsection (B) of this section, and shall be selected as outlined in subsection (C) of this section. The alternate shall serve a term of four years from time of appointment and can be reappointed for succeeding terms. The alternate shall be called upon to attend design review board meetings which cannot obtain a quorum, and shall fill the seat of any regular member of the design review board that is absent. Should the full board be present and the alternate also be present, the alternate shall not make motions or vote but may participate in the discussion. The alternate shall serve without compensation. The alternate shall

automatically be appointed to a regular position should a vacancy in such position occur during the alternate's tenure.

F. A non-voting construction advisor may be appointed by the mayor, as outlined in subsection (B) of this section, and shall be selected as outlined in subsection (C) of this section. The advisor shall provide technical expertise to the design review board members when requested. They shall serve a term of four years from time of appointment and can be reappointed for succeeding terms. The advisor shall serve without compensation.

2.38.020 Powers and duties.

A. Generally. The design review board shall perform all duties specified under Chapters 14.08 and 14.10 LMC as the same now exist or are hereafter amended, together with any other duties or authorities which may be conferred upon them by the city council; provided, that nothing in this chapter shall be construed as limiting the right of the city to exercise any power granted to a code city as provided by law.

B. Rules and Procedures. The design review board may adopt rules of procedure for the conduct of meetings and other functions delegated to the design review board by the city council; provided, that the rules of procedure adopted are in accordance with state law and city ordinances.

2.38.030 Report to council.

The design review board shall, as requested by the council, make a written report to the mayor and city council. In its report, the design review board shall make written recommendations to the mayor and city council on matters that are covered under the prescribed duties and authority of the design review board.

2.38.040 Meetings.

The time and place of the board's meetings shall be established in the bylaws. All meetings shall be open to the public and shall be conducted in accordance with Chapter 42.30 RCW, State Open Public Meetings Act, as the same now exists or is hereafter amended.

2.38.050 Quorum and voting.

A. Three members of the design review board shall constitute a quorum for the transaction of business.

B. A quorum shall be required for the transaction of any business of the design review board.

C. Each regularly appointed member, including the chairperson, shall be entitled to one vote on any matter that may come before the design review board. The alternate member shall vote when one of the regular members is absent; otherwise, the alternate shall participate but not vote. The record shall show the individual vote of each member.

D. Actions requiring a vote of the design review board must have a simple majority of the quorum present for a favorable vote.

E. If there are only three board members at a meeting and one member is subject to the appearance of fairness doctrine, the meeting may proceed under the doctrine of necessity. However, the board may

postpone its review of an item until the next meeting if the affected applicant agrees to the postponement.

F. The design review board shall take action to approve, approve with conditions, deny, or continue a decision to another specified time and date on any matter which comes before it on which it is authorized to act. On any matter that the design review board is authorized to act, if there is failure to make a motion to approve, approve with conditions, or continue a decision on such matter, such shall be regarded as a denial.

2.38.060 Roles and Procedures.

A. The design review board roles and responsibilities are defined in LMC 21.03.050.

B. All applications shall be processed consistent with LMC 21.09.050.

2.38.070 Appeals.

Any person aggrieved by a final decision on a sign or design application may appeal pursuant to LMC 21.11.025.

Chapter 14.08 OLD WORLD BAVARIAN ~~ARCHITECTURAL~~ ALPINE THEME

14.08.010 Purpose.

The purpose of this chapter is to assist all involved in the design of new buildings, structures, walkways, plazas, lighting, or other miscellaneous items identified herein or the alteration of existing buildings, structures, walkways, plazas, lighting, or other miscellaneous items identified herein in order to develop and promote Leavenworth's Old World ~~Alpine~~-Bavarian ~~Alpine village theme~~ Theme.

14.08.020 Applicability.

A. Within all of the commercial zone districts of the city and the city's urban growth area, the following shall conform in exterior design to the Old World Bavarian ~~architectural~~-Alpine Theme, to the greatest extent practicable:

1. New buildings, structures, walkways, plazas, lighting, or other miscellaneous items identified herein;
2. Additions, substantial alterations and individual changes to structures and buildings; and
3. Modifications to walkways, plazas, lighting and other miscellaneous items identified herein.

B. For purposes of subsection (A) of this section, the term "substantial alteration" shall be defined as any interior and/or exterior alteration of an existing building or structure, the total cost of which (including but not limited to electrical, mechanical, plumbing and structural changes) within any 18-month period equals or exceeds 75 percent of the value of that building or structure at the time that a permit is applied for. The value shall be determined by using a contractor's estimate for construction or the IBC construction estimates and either the most recent assessed value as stated in the Chelan County assessor's current year tax records or an appraisal submitted by a licensed real estate appraiser. The estimate and the appraisal shall be dated no later than six months prior to the date of permit submittal.

C. When a permit for new construction and/or an addition is applied for, the entire structure and/or addition shall comply with all of the requirements of this chapter except as follows:

1. For zero lot line buildings, at a minimum, partial-pitched roofs which comply with the requirements of LMC 14.08.040(B) shall be incorporated on all sides of the structure which front on a street and/or alley. At a minimum, the partial-pitched roof shall span the entire length of the wall fronting on the public street and/or alley and shall extend 16 feet from the perimeter edge of the structure back toward the center of the structure, which measurement shall not include that portion overhanging the edge of the structure.

D. When a permit for a substantial alteration is applied for, the entire structure, including all existing components, shall comply with all of the requirements of this chapter, with the exception of roof and wall treatments, which at a minimum shall comply with the following:

1. If the substantial alteration is equal to or greater than 75 percent, ~~but less than 90 percent~~ of the value of the structure (using the valuation methodologies and time frame in subsection (B) of this section), the following requirements shall apply:
 - a. If the existing roof is not in conformance with the requirements of this chapter, it shall be replaced on all sides of the structure which front on a street and/or alley with a partial-pitched roof which complies with the requirements of LMC 14.08.040(B). The partial-pitched roof shall span the entire length of the wall fronting on the public street and/or alley and shall extend 16 feet from the perimeter edge of the structure back

toward the center of the structure, which measurement shall not include that portion overhanging the edge of the structure.

- b. If the existing wall treatment is not in conformance with the requirements of this chapter, the entire surface of those walls of the structure which front on a public street shall be resurfaced with wall treatment which complies with the requirements of LMC 14.08.040(C). The remaining walls of the structure (which do not front on a public street) shall not be required to be resurfaced with a compliant wall treatment, but shall be painted in an identical or complementary color to the compliantly surfaced walls. This exception to wall treatment requirements applies only to the wall surfacing materials; all other requirements of this chapter, including, but not limited to, decorative windows, doors, and trims shall apply.

~~2. If the substantial alteration is 90 percent or more of the value of the structure (using the valuation methodologies and time frame in subsection (B) of this section), the application shall be treated as new construction and/or an addition and the entire structure and/or addition shall comply with the requirements of this chapter except as follows:~~

- ~~a. For zero lot line buildings, at a minimum, partial pitched roofs which comply with the requirements of LMC 14.08.040(B) shall be incorporated on all sides of the structure which front on a street and/or alley. At a minimum, the partial pitched roof shall span the entire length of the wall fronting on the public street and/or alley and shall extend 16 feet from the perimeter edge of the structure back toward the center of the structure, which measurement shall not include that portion overhanging the edge of the structure.~~

E. Every change to an exterior element of a structure, including, but not limited to, doors, windows, wall finishes, paint, roofing materials, and/or structural elements shall comply with the requirements of this chapter unless such change is routine maintenance and repair; in which case, it may be repaired with a material which is identical to that of the original materials or a material which is determined equally or more compliant by the ~~community development director or his/her designee~~ [Development Services Manager or designee, pursuant to LMC 14.08.030.J. The painting of a new or existing building in a color different from the color originally approved shall require approval by the design review board.](#) ~~This determination of compliance may be remanded at his/her discretion to the design review board. For purposes of this chapter, routine maintenance and repair is defined as corrective and/or preventative actions which do not result in an alteration but which allow for a structure to perform its intended, original purpose.~~

F. [Noncompliant Structures.](#)

~~An existing structure which is not compliant with the Old World Bavarian Architectural Theme shall not be relocated to the commercial zone districts or be moved from one place to another within the commercial zone districts.~~ A determination of the compliance or noncompliance of the structure shall be made by making application to the design review board, which shall render findings of fact in making this determination. ~~If a structure can be determined to be compliant with minor improvements which do not exceed 25 percent of the value (using the valuation methodologies in subsection (B) of this section), the structure shall be allowed to be relocated subject to compliance with conditions placed on the permit by the design review board. To ensure that when a structure is placed it shall comply completely and in a timely manner with the permit requirements, the applicant shall be required to bond for all improvements at 150 percent of the total value (using valuation methodologies in~~

~~subsection (B) of this section) and all improvements shall be completed within 120 days of the date of permit approval. Noncompliance will result in a requirement for the property owner to remove the structure.~~

1. Moving Noncompliant Structures. An existing structure which is not compliant with the Old World Bavarian Architectural Alpine Theme shall not be relocated to the commercial zone districts or be moved from one place to another within the commercial zone districts. Except, if a structure can be determined to be compliant with minor improvements which do not exceed 25 percent of the value, (using the valuation methodologies in subsection (B) of this section), the structure shall be allowed to be relocated subject to compliance with conditions placed on the permit by the design review board. To ensure that when a structure is placed it shall comply completely and in a timely manner with the permit requirements, the applicant shall be required to bond for all improvements at 150 percent of the total value (using valuation methodologies in subsection (B) of this section) and all improvements shall be completed within 120 days of the date of permit approval. Noncompliance will result in a requirement for the property owner to remove the structure.

G. Change in Use or occupancy.

A change of use or occupancy which results in physical changes to the structure shall be treated as either new construction, a substantial alteration or changes to individual elements in accordance with how the said change or changes meets the thresholds described in subsections (B) through (F) of this section and shall be held to the requirements as delineated thereto with the following exceptions:

1. An existing single-family residential structure which converts to a ~~another~~ use other than an overnight rental and undergoes a change of use or occupancy, pursuant to the building code, shall be treated as new construction and shall comply with the requirements of this chapter applicable to new construction; except the roof shall not be required to be brought into compliance; however, fascia shall be trimmed with materials which comply with the requirements of this chapter.
 - a. When roof materials and/or structural roof components are replaced in a manner which is not routine maintenance and repair (e.g., a patch job), the materials and structural components shall comply with the requirements of LMC 14.08.040(B).
2. ~~An existing single-family residential structure which converts to an overnight rental shall not be required to comply with this chapter except as follows:~~
 - a. ~~If there are exterior and/or interior alterations proposed to the structure which exceed 50 percent of the value of the structure (using the valuation methodologies and time frame in subsection (B) of this section) the structure shall be treated as new construction and shall comply with the requirements of this chapter; except the roof structure shall not be required to be brought into compliance with this chapter.~~
 - b. ~~When roof materials and/or structural roof components are replaced in a manner which is not routine maintenance and repair (e.g., a patch job), the materials and structural components shall comply with the requirements of LMC 14.08.040(B).~~
 - c. ~~When an overnight rental converts to a subsequent use, it shall be required to comply with subsection (G) of this section.~~

14.08.025 Exemptions.

Temporary structures used for festivals and events may include white or solid colored tents with no signage (or lettering).

14.08.030 Design review board review.

A. No building or structure (regardless of the size), walkway, plaza, lighting or other miscellaneous items identified herein shall be placed, constructed, changed, altered, added to, and/or undergo a change in occupancy status pursuant to the building code in any commercial zone district without first obtaining design review board approval and a permit. All applications for permits for construction, changes, alterations, additions, and/or changes of use of buildings, structures, walkways, plazas, lighting, or other miscellaneous items identified herein shall first be submitted to and be reviewed and approved by the design review board, who shall determine if the application is compliant with this chapter for the Old World Bavarian ~~architectural~~ Alpine Theme.

B. All applications for permits required by this chapter shall be accompanied by a complete set of plans and blueprints clearly defining the construction, changes, alterations, or remodeling and stating the proposed location, dimension, and types of construction and design. The plans and blueprints shall be drawn to scale and shall clearly define the roofing materials and siding materials to be used and also the finish, paint or other materials to be used or applied on all exterior walls, trims, and other details and shall state a contemplated date of commencement and completion of the project, and shall become the property of the city upon submission of the application. All applications submitted shall be accompanied by payment of a permit fee for the amount identified in the city's fee schedule.

C. The applicant shall submit an accurate colored rendering of the proposal. The colored rendering shall either be done in a form of paint, colored pencils, colored pens, or be computer-generated. Paint chips or paint samples shall be submitted with the colored rendering for all colors included in the rendering.

D. In determining whether the proposed placement, construction, change, addition, or alteration conforms to exterior design of the Old World Bavarian ~~architectural~~ Alpine Theme, the design review board shall consider the compatibility of the proposed exterior design with the existing design review board approved Bavarian structures and designs in the commercial zone districts of the city and the city's urban growth area and may, in addition, consult the following publications which contain many examples of architecture, including some examples that are specific to the Old World Bavarian ~~architectural~~ Alpine Theme:

1. "Bayern in Bildern." Illustrations of Bavaria. Munchen, L. Muller (1971);
2. "Häuser in den Alpen," by Viktor Proksch. Pinquin Verlag, Innsbruck, and Umschau Verlag, Frankfurt A.M. (1964) (this book is also available in an English/French version);
3. "Bemalte Fassaden," by Margarete Baur-Heinbold. Verlag Georg D.W. Callwey, Munchen (1975);
4. "Bayern – Bavaria – La Baviere: e. Bildbd.," by Otto Siegener. Munchen-Pullach: Simon (1975);
5. "Wohnen im Alpenland," by S. Staffa. Verlag, Kitzbuhel;
6. "Die Schönsten Bauernhofe Oberbayerns," by Ottmar Schuberth. Munchen (1999).

E. Copies of the above publications and similar related reference works shall be kept on hand by the city for review by applicants and by members of the design review board.

F. An applicant may submit a preliminary sketch prior to furnishing a complete application for review at a regularly scheduled design review board meeting. Following review by the board, the applicant shall complete the application as directed by the board in accordance with this chapter.

G. Design review applications shall be processed in accordance with the quasi-judicial review process, pursuant to Chapter 21.09 LMC. In order to schedule a design review board meeting, a complete application shall be received by the development services department at least 10 working days prior to the meeting.

H. Changes to a design review board approved design, which are subsequently proposed after the initial approval of the design review board permit, shall require submission of an application to the design review board for approval prior to construction of the change.

I. Supporting reference materials shall be supplied to the design review board by the applicant at the request of the board.

J. The ~~development~~ Development services ~~Services manager~~ Manager or designee may administratively approve, conditionally approve or deny individual components of a project, listed below, when not associated with a larger project that would require design review board review. However, the Development Services Manager has the discretion to require ~~At the discretion of the city, the application, or portions of the application, may be required~~ the application or portions of the application to be submitted ~~presented to the design review board for review and approval. Additionally, the Development Services Manager may consult with the Design Review Board on the merits of whether or not a project complies~~ applies (?) to the Old World Bavarian Alpine Theme.

the

1. design of r ~~Retaining walls, landscaping structures, landscaping planter sign bases, lighting, fences or fence-type walls, garbage enclosures, walkways, plazas, publicly owned equipment, or similar structures~~ ~~when they are not proposed in conjunction with a larger project that would require design review board review. In addition, the development services manager or designee may administratively approve~~
2. C ~~changes to the individual exterior elements (LMC 14.08.020) which collectively do not exceed five percent of the value of the structure (using the valuation methodologies and time frame in LMC 14.08.020(B))~~ ~~when they are not proposed in conjunction with a larger project that would require design review board review. Approval shall be subject to the standards contained in this chapter. At the discretion of the city, the application, or portions of the application, may be required to be submitted to the design review board for review and approval.~~
- ~~1.3. Moving approved signs which meet the design standards of LMC Chapter 14.08.080.~~
4. Repair of structures with identical materials to the original materials or a material which is determined equally or more compliant by the Development Services Manager. For purposes of this chapter, routine maintenance and repair is defined as corrective and/or preventative actions which do not result in an alteration but which allow for a structure to perform its intended, original purpose.

K. The applicant or a representative of the applicant shall be in attendance at the design review board meeting for an application to be reviewed by the design review board.

L. Chelan County has adopted the city's codes within the city's urban growth area, including this chapter, the Old World Bavarian ~~architectural~~ Alpine T theme. The city's design review board will perform reviews of applications for projects located in the urban growth area and relay its findings to the county for inclusion in the county decision-making process. The county is the decision-making authority within the geographic boundary of the city's urban growth area.

14.08.035 Design review permit – Conditions and effect.

Architectural design review permits issued on the basis of plans and applications approved by the design review board or administrative official (as applicable) authorize only the arrangement and design set forth in such approved plans and applications, and no other use, arrangement, design or construction. Use, arrangement, design or construction at variance with that authorized shall be deemed violation of this title and punishable as provided in Chapter 21.13 LMC.

14.08.040 Design elements.

The design review board, in granting or denying approval of a permit in accordance with this chapter, should consider the following criteria. This list is intended to serve as a guide for prospective developers of representative Old World Bavarian design features which have proven effective on commercial buildings in the city. The following design elements shall be incorporated, as applicable, in design proposals brought before the Leavenworth design review board to implement the Old World Bavarian ~~architectural~~ Alpine Theme in the ~~e~~City of Leavenworth. A minimum of three decorative design details (in addition to structural elements) shall be included on a building or structure. Decorative design details include, but are not limited to, painted trim, decorative fascia, window treatments, balconies, and murals.

A) Typical building shapes and streetscapes, see Portfolio Chapter A.

~~The single most defining shape of Bavarian Alpine architecture is the low-pitched roof with expansive overhangs, regardless of building size. An alpine roof is designed to hold snow for insulation. The overhangs deal with ice buildup and help keep the area right next to the house free of snow. In the rainy regions of Germany where snow is not prevalent, the roofs are very steep in order to shed water.~~

1) Buildings are rectangular or are combinations of rectangles, square, rectangular, and/or combinations thereof.

~~1)2) Projecting window bays, ecker or sections of balcony may be added.~~

3) ~~Very large warehouse~~ Adjoining Structures. Consideration of where structures join or how rooflines meet or overhang should be considered.

~~2)4) Non-traditional buildings~~ or market-type buildings pose special ~~problems~~ challenges to this design theme. They must, however, include traditional Bavarian design elements and materials.

B) Roofs, see Portfolio Chapter B.

1) Low-pitched roof. The single most defining shape of Bavarian Alpine architecture is the low-pitched roof with expansive overhangs, regardless of building size. An alpine roof is designed to hold snow for insulation and safety.

2) Expansive Overhangs. The overhangs deal with ice buildup and help keep the area right next to the structure free of snow.

~~1)3) Primary R~~ oofs have a pitch of 3:12 to 6:12. On occasion, there will be projects that warrant steeper or lower pitches; these will be reviewed on a case-by-case basis. ~~three and one-half to five and one-half.~~

4) Roof overhangs are expansive on the front and sides and usually require rafter and lookout beams. Typical overhangs are 24 inches or more on the sides and 36 inches or more at the front with the back reflecting either the side or front. "Expansive" shall be determined by the Design Review Board based on the building size and overall design to balance the building. For example, larger buildings will have larger overhangs. Large: 4' on sides, and 6'+ on front overhangs are encouraged and increase the appeal of a building's roof aesthetic.

5) Lookout or rafter beams shall be scrolled and/or have decorative faceplates (pfettenbretter). The scrolling shall be traditional Rococo, Baroque or folk designs. Lookout beams shall not extend beyond the fascia.

~~2)6) Face plates (pfettenbretters) shall be behind the fascia.~~

~~3)7) Pitched Roof Materials.~~

- a) Tile, simulated tile, standing seam metal, high-profile asphalt shingles, composite wood-appearance shake/shingles or heavy shakes (when approved by the Fire District) are acceptable. Copper as a roof or as an accent roof are also typical. "High-profile" means the depth of the shingle overlay or the distance from the top of a shingle or layer to the top of the overlaying shingle or layer. For highly visible areas, high-profile asphalt roofing shall have a depth of at least ¼ inch.
- b) Acceptable colors for standing seam metal are clay red (to mimic "terracotta" tile), brown, green (to mimic oxidized copper) or gray. Acceptable colors for tile or asphalt shingle colors should be red, gray, or brown earth tones (to mimic wood shingles).
- ~~b)c) Unacceptable materials include galvanized metal, overlap metal, plain shingles, and profileless (less than ¼-inch) asphalt shingles. Tile or asphalt shingle colors should be red, gray, or brown earth tones.~~
- ~~c) Standard overlap metal, plain shingles, and profileless asphalt shingles are not acceptable.~~
- 4)8) Fascia shall be scrolled or multiple profile. Other designs from Bavaria may be approved by the Board. "Multiple profile" means a minimum of three layers of wood with each overlapping layer being shorter than the previous. Differing depth of each layer is also common. If a scrolled layer is incorporated, a minimum of three layers shall be used, not including the drip edge. Scrolling shall be traditional Rococo, Baroque or folk designs.
- 5)9) When snow guards are used or intended to be used, they shall be included in the overall design review approval. Preferred styles are turned logs, tab style to match the roof or bar style but not bent ("v" shaped) metal.
- 6)10) If roof rafters are exposed (open soffit), the underside of the roof covering shall be one of the following materials to mimic traditional Bavarian exterior: resawn ~~plywoods~~, tongue and groove boards (beveled or plain), plywood mimicking solid wood ~~T-111 run lengthwise~~, solid wood, or exterior finish ~~sheeting~~ sheathing. Additional fire protection measures may be required by the Fire and Building codes.
- C) Walls, see Portfolio Chapter C. Wall treatments shall consist of the following:
- 1) Stucco or stucco-like material. Stucco should have minimal or concealed expansion joints, which will be emphasized during project review;
 - 2) Wood, ~~usually on~~ typically the whole building or on the upper level of ~~the wall~~ a first level stucco base building;
 - 3) A combination of stucco for the first floor and wood for additional floors;
 - ~~2)4) Slate, stacked stone or other rectangular rock/stone (not river rock) is usually at the foundation;~~
 - ~~3) A combination of the above;~~
 - 4)5) Unacceptable materials or methods are (see Portfolio Chapter K):
 - a) Metal siding;
 - b) Stucco board, or panelized preapplied stucco, except that the use of Hardipanel® cementitious panel may be allowed for ~~zero lot line walls where there are no required side yard setbacks and where another building either has already been built to each side of the new building or is being built concurrently~~ adjoining buildings, and when the walls being covered with Hardipanel® cementitious panel will not be generally visible;
 - c) Half timbering (generally defined as 1/2 round or timber frame with panel infill) ~~(see LMC 14.08.100(K))~~;
 - d) Concrete block (cracked or plain). If concrete block is used, it shall be stuccoed;

- 6) Retaining walls, landscaping structures, permanent or semi-permanent (because of size and/or weight) landscape planters, landscaping planter sign bases, and similar structures may be constructed of stucco, landscaping timbers (~~not railroad ties~~), stacked stone, irregularly shaped rock, large boulders, poured concrete, split-faced concrete block landscaping stones, or other new materials as approved by the design review board. Cultured stone that has the appearance of stone, irregularly shaped rock or large boulders is acceptable.
- e) ~~a) Unacceptable material include railroad ties and r~~ Round river rock ~~is not acceptable.~~
- 7) Fences or fence type walls may be constructed of decorative metal, wrought iron, wood, stone, stucco, irregularly shaped rock, poured concrete, split-faced concrete block stones, or other new materials as approved by the design review board. Cultured stone that has the appearance of stone, irregularly shaped rock or large boulders is acceptable.
- f) ~~a) Unacceptable materials are r~~ Round river rock ~~and is not acceptable.~~ Chain link fencing ~~is not allowed in any commercial zone district~~, except chain link may be approved as follows:
- g) ~~b)~~ When required by state or federal law.
- h) ~~c)~~ When deemed necessary by a public safety official for public safety purposes.
- i) ~~d)~~ When used for security purposes on property owned and/or leased by a public entity.
- j) ~~e)~~ When used as temporary construction fencing.
- k) ~~f) At the At its-~~ Development Services Manager's discretion, the city may require that shielding components be incorporated into the fencing, apply time limits to the installation, and/or apply other conditions as determined necessary to mitigate impacts.
- D) Balconies, see Portfolio Chapter D. Balconies are optional. Where architectural balconies not intended for actual use are proposed, they shall have an apparent means of access, i.e., a door or false door, or large window. If balconies are present, they shall contain traditional design elements, such as:
- 1) Heavy beam supports;
 - 2) Scrolled slats;
 - 3) Flower boxes (optional). ~~This is the traditional location for them.~~
- E) Doors and Doorways, see Portfolio Chapter E. A handcrafted wood door is preferred.
- 1) Doors are constructed of wood or materials with a wood-like appearance; however, doors used for utility and/or service entrances (generally not visible from the right-of-way) can be constructed of other materials but shall be colored to blend with adjacent surfaces.
 - 2) Where wood is utilized on the wall surface, the door trim shall be wood. Where stucco is utilized, the stucco shall be wrapped around the inset for the door.
 - 3) Doors frames shall be recessed (not surfaced mounted), preferably 3 inches or more.
 - 4) Doors, doorways and entryways like vestibules or porticos are often ~~Many doorways are~~ arched. The arched doorway or entryway should be constructed of wood or stucco.
- E) ~~F)~~ Windows, see Portfolio Chapter F. Window treatment options are:
- 1) White or wood appearance is acceptable if harmonious with surrounding structure.
 - ~~1) 2)~~ Recessed (preferably 3 inches), with or without painted decorative trim;
 - 3) Where wood is utilized on the wall surface, the window trim shall be wood or wood appearance. Where stucco is utilized on the wall surface, the recessed window area shall be wrapped in stucco.

- ~~2)4)~~ When sShutters are used, they shall be proportional to the window and appear operable.
Shutters are desirable when painted trim is not applied;
- ~~3)5)~~ Painted decorative trim;
- ~~4)6)~~ Grid inserts in the glazing Gridded divisions in the glazing (also known as muntins, simulated grids or divided lites) may be required by the Board in proportion to the window size and location. Such grids shall be on the exterior of the window glazing;
- 7) A minimum of one of the following treatment options, or a combination of options, shall be included:
- a) Painted decorative treatments around windows located on stucco walls with Baroque, Rococo, Classical or Bavarian folk art in design;
 - b) Shutters with or without painted trim
 - ~~a)c) Flower boxes, wood finish or painted;~~
 - ~~b)d) Arched w~~ Windows may be arched;
 - ~~c) A combination of the above is acceptable; however, one of the window treatment options in subsections (F)(1) through (5) of this section is mandatory;~~
- 8) Flush, unadorned mounted windows are unacceptable.
- ~~5)9)~~ On occasion, there may be a case for an unadorned window; this will be viewed on a case-by-case basis.
- ~~F)G)~~ Trim, see Portfolio Chapter G. Trim is the least of the design elements, not the focus of the design.
- 1) ~~Scrolling.~~ Decorative scroll work shall be required on fascia board and /or other trim. In general, scrolling follows traditional or Rococo designs. Design details for scroll work shall be included with the application.
 - 2) Stone ~~is can be~~ used in rectangular linear forms for accents. River rock, concrete block (cracked or plain), and irregular stone slabs are unacceptable.
 - 3) Wood shall not be used as trim over stucco.
- ~~G)H)~~ Decorative Painting, see Portfolio Chapter H. Designs for murals or art work on exterior walls or around windows and doors shall be presented for design review board approval before application to the building. All murals are subject to design approval by the design review board. Murals may incorporate a sign, or may stand alone. When a sign is incorporated into the mural, then a sign permit and compliance with Chapter 14.10 LMC, Signs, are required.
- 1) Corner walls may be painted to simulate rectangular stone quoins using a trompe l'oeil style.
 - 2) Three-dimensional painting is encouraged around windows and doors when shutters are not present. Classic as well as Rococo designs should be used.
 - 3) Murals may be of a traditional Bavarian theme. Scenic murals are also acceptable.
 - 4) Mural placement shall be floating rather than framed by trim or other design elements. All murals are subject to design approval by the design review board. Murals may incorporate a sign, or may stand alone. When a sign is incorporated into the mural, then a sign permit and compliance with Chapter 14.10 LMC, Signs, are required.
- ~~3)5)~~ Murals are accents. The intent is not to cover a complete wall with a mural.
- ~~H)I)~~ Colors, see Portfolio Chapter I. Color selection shall incorporate the following:
- 1) The predominant stucco color is white or off-white. Pastels are acceptable, but only with white or off-white accents, or stone accents, on stucco trim.

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- a) ~~Unacceptable – any b~~ Bold bright colors ~~are unacceptable.~~
- 2) ~~All W~~ wood trim (including beams, fascia and siding) ~~shall~~ may be stained with transparent wood-tone stain or, occasionally stained with ~~Very seldom is~~ opaque stain or painted. ~~(color) trim used over wood. However, hunter green and other accent colors are sometimes used for shutters and flower boxes.~~
 - (a)–
- 2)3) A paint chip or paint sample shall be submitted with the colored rendering of a design for all colors incorporated in the rendering. This requirement applies to the sign and architectural theme sections of this code. The sign portion of the mural is not exempt from this requirement, although the rest of the mural is.

14.08.050 Supplemental regulations.

A. The design review board may require the following structures or items to comply to the maximum extent practical and feasible with the Old World Bavarian ~~architectural~~ Alpine Theme when they are located in any commercial zone district:

1. Street furnishings.
2. Walkways and/or plazas.
3. Garbage enclosures.
4. Kiosks.
5. ~~Public telephone booths~~ Vehicle infrastructure, such as gas, pay and charging stations.
6. Display cabinets per LMC 5.22.030
7. Any type of display or permitted structure not enclosed within a building structure.

B. Meters, utility boxes, vents, louvers, conduit covers and other similar items shall be colored to blend with adjacent surfaces or colored black.

C. Serving windows to outdoor, privately owned staging areas shall be set back a minimum of eight feet from the sidewalk or public right-of-way.

D. The terms, provisions and requirements of this chapter shall be in addition to and not in lieu of the requirements set forth in the International Building Code and other uniform codes adopted by the city or in any other ordinance, state statute or regulation governing the construction, building, zoning or other similar regulations applicable to the city.

E. The painting of a new or existing building in a color different from the color originally approved shall require approval by the design review board.

F. Buildings shall not be occupied or opened for business until the approved exterior design features of that building are finished. A temporary certificate of occupancy/exemption may be granted by the city with a surety to perform work for not more than the time period allowed by the surety to perform work; provided, that the reason for delayed completion is due to weather or other circumstances beyond the control of the owner.

G. Until all applicable fees, charges, and expenses have been paid in full, as required, no action shall be taken by the city on any application, appeal or request excepting that of design review board consultation.

H. Design review board approved architectural and sign permits shall expire in conformance with LMC 15.04.030 and associated building permits (as necessary).

I. All mechanical equipment, e.g., heating and air conditioning equipment, air handling ducts, and compressors, shall be screened from view. False balconies, false chimneys, railings, and parapet walls may be utilized as long as they do not detract from the Bavarian Alpine Theme. Screening plans/designs must be included in architectural elevations presented for board review and approval. Reduction of fire hazards should be considered in the material and design of screening.

J. Rain gutters, downspouts, and heat tapes shall be required for all eaves to eliminate the possibility of drainage onto sidewalks.

~~K.~~ As a condition of approval for the issuance of a permit ~~of any design review board approved architectural and sign permit or any permit issued under this title or other associated titles contained in this code,~~ a performance or surety bond may be required, subject to the following:

1. The city attorney shall approve all performance and surety bonds as to form and securities.
2. The director(s) of the affected department(s) shall approve all performance and surety bonds as to amount and adequacy.
3. Alternative sureties may be considered by the city upon approval by the city attorney and the affected departments of the city.
4. The value of the bond/surety shall be equal to at least 150 percent of the estimated cost of the improvement(s) to be performed for improvements completed within a one-year time frame or 200 percent for improvements completed within a two-year time frame, or to be utilized by the city to perform any necessary work, or to reimburse the city for performing any necessary work and documented administrative costs associated with action on the bond/surety. To determine this value, the applicant must submit a bid for the improvements to be performed. If costs incurred by the city exceed the amount provided by the assurance device, the property owner shall reimburse the city in full, or the city may file a lien against the subject property for the amount of any deficit. Upon written request, the city may grant a one-time extension of the bond/surety.
5. Upon completion of the required work by the property owner and approval by the city at or prior to the completion date identified in the assurance device, the city shall promptly release the device.
6. If the performance bond or surety is required, the property owner shall provide the city with an irrevocable notarized agreement, with a form provided by the city or form acceptable to the city, granting the city and its agents the right to enter the property and perform any required work remaining uncompleted at the expiration of the completion date identified in the assurance device.

~~J. Rain gutters, downspouts, and heat tapes shall be required for all eaves to eliminate the possibility of drainage onto sidewalks.~~

14.08.060 Small commercial buildings.

Small commercial buildings less than 160 square feet, see Portfolio Chapter J, shall meet the following standards:

- A. ~~Single-story buildings, such as roadside stands, bratwurst stands, etc., that are less than 160 square feet, follow~~ Follow the same low-angle Bavarian Alpine roof construction as larger buildings.

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- B. These buildings may have all wood outside wall construction. If all wood siding is used, the siding must be tongue and groove cedar, pine, or squared log construction. Usually the siding is applied horizontally. Plywood siding is unacceptable. Stucco may be used.
- C. These buildings should have extensive overhangs front and back, with more modest overhangs on the sides.
- D. Natural wood tone stains predominate in Bavaria, with little or no painting of the trim.
- E. Most of the ornate features are scrolled trim with window shutter cutouts.
- F. Roofing materials are the same as for larger buildings.
- G. The overall feeling should be rustic in nature.

~~14.08.070 Mechanical equipment.~~

~~All mechanical equipment, e.g., heating and air conditioning equipment, air handling ducts, and compressors, shall be screened from view. False balconies, false chimneys, railings, and parapet walls may be utilized as long as they do not detract from the Bavarian Alpine theme. Screening plans/designs must be included in architectural elevations presented for board review and approval.~~

14.08.080 Signs.

- A. All signs must conform with the city sign ordinance, [LMC Chapter 14.10](#).
- B. Examples of approved signs are found in LMC 14.08.100(M).
- C. General locations for signing is to be indicated on the design review application drawings, with evidence that flowers and other features will not interfere.

14.08.090 Enforcement.

This chapter shall be enforced pursuant to Chapter 21.13 LMC.

14.08.100 Appendix: Portfolio of Photographs of Old World Bavarian Architecture and Signs for the City of Leavenworth.

The community development director shall make color copies of the "Portfolio of Photographs of Old World Bavarian Architecture and Signs for the City of Leavenworth" available to the public to view. The "Portfolio of Photographs of Old World Bavarian Architecture and Signs for the City of Leavenworth," dated January 23, 2001, is incorporated herein by this reference and is hereby adopted as part of this chapter. A monetary deposit according to the city's adopted fee schedule shall be required to check out the portfolio of photographs. The following are included in the portfolio:

- | | |
|--|--|
| A. Typical building shapes and streetscape ; | I. Colors; |
| B. Roofs; | J. Small buildings; |
| C. Walls; | K. Inappropriate design elements; |
| D. Balconies; | L. Local Bavarian Alpine buildings; |
| E. Doorways; | M. Signs; |
| F. Windows; | N. Regional Bavarian Alpine building styles and map. |
| G. Trim; | |
| H. Decorative painting; | |

Chapter 2.38 DESIGN REVIEW BOARD

2.38.010 Created – Membership, terms, appointments, approval and compensation.

A. There is established a design review board consisting of five members, plus an alternate and a construction advisor. The term of appointment to the board shall be four years and members can be reappointed for succeeding terms. Positions one, two, and five shall have terms expiring June 1st of succeeding years. Positions three and four shall have terms that expire December 1st of succeeding years. New appointments shall be made in a timely manner in order to assure staggering of time for appointments.

B. All members shall be appointed by the mayor and confirmed by a majority of the city council. Vacancies occurring other than through the expiration of a term shall be filled by the mayor with confirmation by a majority of the city council. Any member may be removed at any time by the mayor.

C. Members shall be selected without regard to political affiliation. Serving on the design review board requires residing within the boundaries of the Cascade School District or being a resident of Chelan County and owning a business within the city. Prior to appointment, members must demonstrate a fundamental knowledge of Old World Bavarian Alpine design and the purpose of the city's ordinances regulating architectural design and signs. The mayor shall appoint members based on consideration of the candidates' knowledge regarding the Old World Bavarian Alpine theme and/or demonstration of the following:

1. Travel throughout the Bavarian Alpine region of Bavaria;
2. Working or living in the Bavarian Alpine region of Bavaria;
3. Demonstrate a fundamental knowledge of Old World Bavarian Alpine architecture through the design or building of Old World Bavarian Alpine style structures;
4. Demonstrate a fundamental knowledge of Old World Bavarian Alpine design elements such as color, window treatment, murals, overhangs and building materials;
5. Demonstrate, via travel throughout Germany, Austria, and/or Switzerland, the ability to differentiate between regional design elements.

~~D. One member shall be "at large." This "ombudsman" will serve as a trusted intermediary between meeting the criteria above and representing the broad scope of the Old World Bavarian Alpine theme. Such individual should have knowledge from study of the Old World Bavarian Alpine theme.~~

~~D.~~ Members of the design review board shall serve without compensation.

~~F.~~ An alternate design review board member shall be appointed by the mayor, as outlined in subsection (B) of this section, and shall be selected as outlined in subsection (C) of this section. The alternate shall

serve a term of four years from time of appointment and can be reappointed for succeeding terms. The alternate shall be called upon to attend design review board meetings which cannot obtain a quorum, and shall fill the seat of any regular member of the design review board that is absent. Should the full board be present and the alternate also be present, the alternate shall not make motions or vote but may participate in the discussion. The alternate shall serve without compensation. The alternate shall automatically be appointed to a regular position should a vacancy in such position occur during the alternate's tenure.

F. A non-voting construction advisor may be appointed by the mayor, as outlined in subsection (B) of this section, and shall be selected as outlined in subsection (C) of this section. The advisor shall provide technical expertise to the design review board members when requested. They shall serve a term of four years from time of appointment and can be reappointed for succeeding terms. The advisor shall serve without compensation.

2.38.020 Powers and duties.

A. Generally. The design review board shall perform all duties specified under Chapters 14.08 and 14.10 LMC as the same now exist or are hereafter amended, together with any other duties or authorities which may be conferred upon them by the city council; provided, that nothing in this chapter shall be construed as limiting the right of the city to exercise any power granted to a code city as provided by law.

B. Rules and Procedures. The design review board may adopt rules of procedure for the conduct of meetings and other functions delegated to the design review board by the city council; provided, that the rules of procedure adopted are in accordance with state law and city ordinances.

2.38.030 Report to council.

The design review board shall, as requested by the council, make a written report to the mayor and city council. In its report, the design review board shall make written recommendations to the mayor and city council on matters that are covered under the prescribed duties and authority of the design review board.

2.38.040 Meetings.

The time and place of the board's meetings shall be established in the bylaws. All meetings shall be open to the public and shall be conducted in accordance with Chapter 42.30 RCW, State Open Public Meetings Act, as the same now exists or is hereafter amended.

2.38.050 Quorum and voting.

A. Three members of the design review board shall constitute a quorum for the transaction of business.

B. A quorum shall be required for the transaction of any business of the design review board.

C. Each regularly appointed member, including the chairperson, shall be entitled to one vote on any matter that may come before the design review board. The alternate member shall vote when one of the regular members is absent; otherwise, the alternate shall participate but not vote. The record shall show the individual vote of each member.

D. Actions requiring a vote of the design review board must have a simple majority of the quorum present for a favorable vote.

E. If there are only three board members at a meeting and one member is subject to the appearance of fairness doctrine, the meeting may proceed under the doctrine of necessity. However, the board may postpone its review of an item until the next meeting if the affected applicant agrees to the postponement.

F. The design review board shall take action to approve, approve with conditions, deny, or continue a decision to another specified time and date on any matter which comes before it on which it is authorized to act. On any matter that the design review board is authorized to act, if there is failure to make a motion to approve, approve with conditions, or continue a decision on such matter, such shall be regarded as a denial.

2.38.060 ~~Secretary~~ Roles and Procedures.

A. ~~The city administrator or his/her designee shall serve as secretary to the design review board. The design review board secretary shall be charged with preparing and transmitting a report with compliance review of applicable sections of code to the design review board.~~ The design review board roles and responsibilities are defined in LMC 21.03.050.

B. ~~The report shall include compliance analysis with the location, dimension, size, and other applicable technical standards and specifications outside Old World Bavarian Alpine theme for signs.~~ All applications shall be processed consistent with LMC 21.09.050.

C. ~~The report shall include compliance analysis with LMC 14.08.020, 14.08.030(A) through (C), and 14.08.050 for building/structure design.~~

D. ~~Compliance analysis shall include, but is not limited to, comparing the submitted application with the Portfolio of Photographs of Old World Bavarian Alpine Architecture and Signs for the City of Leavenworth.~~

E. ~~The secretary shall prepare action sheets for all approvals, approvals with conditions, and denials of submitted applications.~~

F. ~~The action sheet shall be forwarded to (mailed or emailed) the applicant within 10 working days of final action.~~

2.38.070 Appeals.

Any person aggrieved by a final decision on a sign or design application may ~~within 10 days of a decision on the permit file an appeal. The appeal shall be heard by the city's hearing examiner.~~ appeal pursuant to LMC 21.11.025.



Staff Report
**Code Amendments to LMC Chapter 14.08, Old World Bavarian
Architectural Theme and LMC Chapter 2.38, Design Review Board**

To: Leavenworth Planning Commission
From: City of Leavenworth Development Services Department
Date of Report: February 6, 2020 for the March 4, 2020 Hearing
Subject: Code Amendments

OVERVIEW

The purpose of proposed amendments is to provide more clarity to the design requirements for Old World Bavarian Alpine Theme and permit review process and appeal requirements.

Review History: The Design Review Board code update was initiated by the 2019 Docket. The Board and staff started reviewing Chapter 14.08 Old World Bavarian Architectural Theme in May of 2019 and worked through December 2019. The initial review started as a discussion to provide for more administrative approval of sign permits but quickly changed into a discussion about how to provide clarity to the applicants and the Board on design objectives and process steps. Through the review process, several Board members asked about updating the reference images/materials. It was determined that we would first review the code and then take on changes to the Portfolio. It is anticipated that the Portfolio will be updated by City Council resolution rather than full review and recommendation with the Planning Commission.

The Planning Commission reviewed the proposed changes February 5, 2020 and made several recommended changes, shown in yellow highlight on Attachment A.

PUBLIC HEARING NOTICE COMPLIANCE

60-day Agency review	Material ID# 2020-S-1135 Comment period ending 3/17/2020
SEPA Determination	Exempt per WAC 197-11-800(19) Procedural Action.
Notice of Planning Commission Public Hearing	Published in the Echo: February 26, 2020
Planning Commission Public Hearing	March 4, 2020
City Council Public Hearing:	Tentatively Scheduled for April

PUBLIC/AGENCY COMMENTS

There were no public or agency comments received, at the time of drafting this staff report. The public is encouraged to attend the Planning Commission Hearing and provide testimony before a recommendation is forwarded to the City Council. The Planning Commission may incorporate comments and testimony into the recommendation. Additionally, the City Council will have an opportunity for public testimony at the Council Public Hearing.

RECOMMENDATIONS AND FINDINGS

Staff recommends approval of proposed code amendments based on the following findings of fact and conclusions of law:

- 1. The amendment is necessary to resolve inconsistencies in the provisions of the comprehensive plan and/or development regulations or to address state or federal mandates.**

Staff Finding: The proposed amendments are intended to clarify design requirements for the Old World Bavarian Alpine Theme and to update process requirement to reflect procedures adopted in Title 21.

Conclusion: The amendments are not necessary to resolve inconsistencies in the provisions of the comprehensive plan or address regulations or mandates but rather provide clarity.

- 2. The amendment is consistent with the overall intent of the existing comprehensive plan and the other documents incorporated therein.**

Staff Finding: The Comprehensive Plan provides several goals and policies related to the Old World Bavarian Alpine Theme within the Economic Element, including:

Policy 2: Maintain and enhance the Leavenworth area's natural, historical and cultural amenities and the City of Leavenworth's Old-World Bavarian Alpine Theme, in order to assist in attracting new businesses, retaining existing businesses, and promoting economic vitality.

Goal 3: Strengthen, preserve and enhance the Leavenworth Commercial districts as an active and economically viable place to shop, conduct business, reside, and enjoy events. Enhance and attract small and medium sized businesses, which serve the community's needs for goods and services.

Policy 1: Maintain and enhance the Old-World Bavarian Alpine Theme within the City of Leavenworth.

Conclusion: The amendments are consistent with the overall intent of the existing comprehensive plan.

- 3. The amendment is consistent with the assumptions and/or other factors such as population, employment, land use, housing, transportation, capital facilities, economic conditions, etc., contained in the comprehensive plan.**

Staff Finding: The proposed amendments may provide site specific benefits for development but have no direct correlation to population, employment, capital facilities, or economic conditions.

Conclusion: The amendments do not impact the assumptions or other factors within the Comprehensive Plan.

- 4. The amendments are consistent with the requirements of the Growth Management Act and the county- wide planning policies.**

Staff Finding: The existing Comprehensive Plan is compliant with the Growth Management Act and the County-Wide Planning Policies. The proposed code amendments do not change the substance or intent of the Comprehensive Plan.

Conclusion: The amendments are consistent with the requirements of the Growth Management Act and the county-wide planning policies.

- 5. The amendments are consistent with and do not adversely affect the supply of land for various purposes which are available to accommodate projected growth over a twenty-year period.**

Staff Finding: The overall land available for development will not change as a result of the

proposed amendments.

Conclusion: The amendments are consistent with and do not adversely affect the supply of land for various purposes which are available to accommodate projected growth over a twenty-year period.

6. **Where applicable, conditions have changed such that assumptions and/or other factors such as population, employment, land use, housing, transportation, capital facilities, economic conditions, etc., contained in the comprehensive plan have been revised and/or enhanced to reflect said conditions;**

Staff Finding: The proposed amendments do not pose any change to the Comprehensive Plan.

Conclusion: Not applicable.

7. **Amendments to the comprehensive plan land use designation map(s) are either consistent and/or compatible with, or do not adversely affect, adjacent land uses and surrounding environment;**

Staff Finding: The proposed code amendments will not change the Comprehensive Plan maps.

Conclusion: Not applicable.

8. **The proposed amendments are consistent with and do not negatively impact public facilities, utilities and infrastructure, including transportation systems, and any adopted levels of service.**

Staff Finding: The proposed amendments relate to design standards and review processes and will not change the requirements for concurrent infrastructure.

Conclusion: Not applicable.

9. **The proposed amendment does not adversely affect lands designated resource lands of long-term commercial significance or critical areas.**

Staff Finding: There are no designated resource lands within the City limits. The proposed amendments have no change to the requirements for environmental review and compliance with critical area regulations.

Conclusion: The proposed amendments do not adversely affect lands designated resource lands of long-term commercial significance or critical areas.

Attachment: LMC Chapter 14.08, Old World Bavarian Architectural Theme; and, LMC Chapter 2.38, Design Review Board

Chapter 14.08 OLD WORLD BAVARIAN ~~ARCHITECTURAL~~ ALPINE THEME

14.08.010 Purpose.

The purpose of this chapter is to assist all involved in the design of new buildings, structures, walkways, plazas, lighting, or other miscellaneous items identified herein or the alteration of existing buildings, structures, walkways, plazas, lighting, or other miscellaneous items identified herein in order to develop and promote Leavenworth's ~~Old World Alpine-Bavarian~~ Alpine village theme Theme.

14.08.020 Applicability.

A. Within all of the commercial zone districts of the city and the city's urban growth area, the following shall conform in exterior design to the Old World Bavarian ~~architectural Alpine T~~ theme, to the greatest extent practicable:

1. New buildings, structures, walkways, plazas, lighting, or other miscellaneous items identified herein;
2. Additions, substantial alterations and individual changes to structures and buildings; and
3. Modifications to walkways, plazas, lighting and other miscellaneous items identified herein.

B. For purposes of subsection (A) of this section, the term "substantial alteration" shall be defined as any interior and/or exterior alteration of an existing building or structure, the total cost of which (including but not limited to electrical, mechanical, plumbing and structural changes) within any 18-month period equals or exceeds 75 percent of the value of that building or structure at the time that a permit is applied for. The value shall be determined by using a contractor's estimate for construction or the IBC construction estimates and either the most recent assessed value as stated in the Chelan County assessor's current year tax records or an appraisal submitted by a licensed real estate appraiser. The estimate and the appraisal shall be dated no later than six months prior to the date of permit submittal.

C. When a permit for new construction and/or an addition is applied for, the entire structure and/or addition shall comply with all of the requirements of this chapter except as follows:

1. For zero lot line buildings, at a minimum, partial-pitched roofs which comply with the requirements of LMC 14.08.040(B) shall be incorporated on all sides of the structure which front on a street and/or alley. At a minimum, the partial-pitched roof shall span the entire length of the wall fronting on the public street and/or alley and shall extend 16 feet from the perimeter edge of the structure back toward the center of the structure, which measurement shall not include that portion overhanging the edge of the structure.

D. When a permit for a substantial alteration is applied for, the entire structure, including all existing components, shall comply with all of the requirements of this chapter, with the exception of roof and wall treatments, which at a minimum shall comply with the following:

1. If the substantial alteration is equal to or greater than 75 percent, ~~but less than 90 percent~~ of the value of the structure (using the valuation methodologies and time frame in subsection (B) of this section), the following requirements shall apply:
 - a. If the existing roof is not in conformance with the requirements of this chapter, it shall be replaced on all sides of the structure which front on a street and/or alley with a partial-pitched roof which complies with the requirements of LMC 14.08.040(B). The partial-pitched roof shall span the entire length of the wall fronting on the public street and/or alley and shall extend 16 feet from the perimeter edge of the structure back

toward the center of the structure, which measurement shall not include that portion overhanging the edge of the structure.

- b. If the existing wall treatment is not in conformance with the requirements of this chapter, the entire surface of those walls of the structure which front on a public street shall be resurfaced with wall treatment which complies with the requirements of LMC 14.08.040(C). The remaining walls of the structure (which do not front on a public street) shall not be required to be resurfaced with a compliant wall treatment, but shall be painted in an identical or complementary color to the compliantly surfaced walls. This exception to wall treatment requirements applies only to the wall surfacing materials; all other requirements of this chapter, including, but not limited to, decorative windows, doors, and trims shall apply.

~~2. If the substantial alteration is 90 percent or more of the value of the structure (using the valuation methodologies and time frame in subsection (B) of this section), the application shall be treated as new construction and/or an addition and the entire structure and/or addition shall comply with the requirements of this chapter except as follows:~~

- ~~a. For zero lot line buildings, at a minimum, partial pitched roofs which comply with the requirements of LMC 14.08.040(B) shall be incorporated on all sides of the structure which front on a street and/or alley. At a minimum, the partial pitched roof shall span the entire length of the wall fronting on the public street and/or alley and shall extend 16 feet from the perimeter edge of the structure back toward the center of the structure, which measurement shall not include that portion overhanging the edge of the structure.~~

E. Every change to an exterior element of a structure, including, but not limited to, doors, windows, wall finishes, paint, roofing materials, and/or structural elements shall comply with the requirements of this chapter unless such change is routine maintenance and repair; in which case, it may be repaired with a material which is identical to that of the original materials or a material which is determined equally or more compliant by the ~~community development director or his/her designee~~ Development Services Manager or designee, pursuant to LMC 14.08.030.J. The painting of a new or existing building in a color different from the color originally approved shall require approval by the design review board. ~~This determination of compliance may be remanded at his/her discretion to the design review board. For purposes of this chapter, routine maintenance and repair is defined as corrective and/or preventative actions which do not result in an alteration but which allow for a structure to perform its intended, original purpose.~~

F. Noncompliant Structures.

~~An existing structure which is not compliant with the Old World Bavarian Architectural Theme shall not be relocated to the commercial zone districts or be moved from one place to another within the commercial zone districts.~~ A determination of the compliance or noncompliance of the structure shall be made by making application to the design review board, which shall render findings of fact in making this determination. ~~If a structure can be determined to be compliant with minor improvements which do not exceed 25 percent of the value (using the valuation methodologies in subsection (B) of this section), the structure shall be allowed to be relocated subject to compliance with conditions placed on the permit by the design review board. To ensure that when a structure is placed it shall comply completely and in a timely manner with the permit requirements, the applicant shall be required to bond for all improvements at 150 percent of the total value (using valuation methodologies in~~

~~subsection (B) of this section) and all improvements shall be completed within 120 days of the date of permit approval. Noncompliance will result in a requirement for the property owner to remove the structure.~~

1. Moving Noncompliant Structures. An existing structure which is not compliant with the Old World Bavarian Architectural Alpine Theme shall not be relocated to the commercial zone districts or be moved from one place to another within the commercial zone districts.- Except, if a structure can be determined to be compliant with minor improvements which do not exceed 25 percent of the value. (using the valuation methodologies in subsection (B) of this section), the structure shall be allowed to be relocated subject to compliance with conditions placed on the permit by the design review board. To ensure that when a structure is placed it shall comply completely and in a timely manner with the permit requirements, the applicant shall be required to bond for all improvements at 150 percent of the total value (using valuation methodologies in subsection (B) of this section) and all improvements shall be completed within 120 days of the date of permit approval. Noncompliance will result in a requirement for the property owner to remove the structure.

G. Change in Use or occupancy.

A change of occupancy which results in physical changes to the structure shall be treated as either new construction, a substantial alteration or changes to individual elements in accordance with how the said change or changes meets the thresholds described in subsections (B) through (F) of this section and shall be held to the requirements as delineated thereto with the following exceptions:

1. An existing single-family residential structure which converts to a another use ~~other than an overnight rental~~ and undergoes a change of use or occupancy, pursuant to the building code, shall be treated as new construction and shall comply with the requirements of this chapter applicable to new construction; except the roof shall not be required to be brought into compliance; however, fascia shall be trimmed with materials which comply with the requirements of this chapter.
 - a. When roof materials and/or structural roof components are replaced in a manner which is not routine maintenance and repair (e.g., a patch job), the materials and structural components shall comply with the requirements of LMC 14.08.040(B).
2. ~~An existing single-family residential structure which converts to an overnight rental shall not be required to comply with this chapter except as follows:~~
 - a. ~~If there are exterior and/or interior alterations proposed to the structure which exceed 50 percent of the value of the structure (using the valuation methodologies and time frame in subsection (B) of this section) the structure shall be treated as new construction and shall comply with the requirements of this chapter; except the roof structure shall not be required to be brought into compliance with this chapter.~~
 - b. ~~When roof materials and/or structural roof components are replaced in a manner which is not routine maintenance and repair (e.g., a patch job), the materials and structural components shall comply with the requirements of LMC 14.08.040(B).~~
 - c. ~~When an overnight rental converts to a subsequent use, it shall be required to comply with subsection (G) of this section.~~

14.08.025 Exemptions.

Temporary structures used for festivals and events may include white or solid colored tents with no signage (or lettering).

14.08.030 Design review board review.

A. No building or structure (regardless of the size), walkway, plaza, lighting or other miscellaneous items identified herein shall be placed, constructed, changed, altered, added to, and/or undergo a change in occupancy status pursuant to the building code in any commercial zone district without first obtaining design review board approval and a permit. All applications for permits for construction, changes, alterations, additions, and/or changes of use of buildings, structures, walkways, plazas, lighting, or other miscellaneous items identified herein shall first be submitted to and be reviewed and approved by the design review board, who shall determine if the application is compliant with this chapter for the Old World ~~Bavarian architectural Alpine Theme~~.

B. All applications for permits required by this chapter shall be accompanied by a complete set of plans and blueprints clearly defining the construction, changes, alterations, or remodeling and stating the proposed location, dimension, and types of construction and design. The plans and blueprints shall be drawn to scale and shall clearly define the roofing materials and siding materials to be used and also the finish, paint or other materials to be used or applied on all exterior walls, trims, and other details and shall state a contemplated date of commencement and completion of the project, and shall become the property of the city upon submission of the application. All applications submitted shall be accompanied by payment of a permit fee for the amount identified in the city's fee schedule.

C. The applicant shall submit an accurate colored rendering of the proposal. The colored rendering shall either be done in a form of paint, colored pencils, colored pens, or be computer-generated. Paint chips or paint samples shall be submitted with the colored rendering for all colors included in the rendering.

D. In determining whether the proposed placement, construction, change, addition, or alteration conforms to exterior design of the Old World ~~Bavarian architectural Alpine Theme~~, the design review board shall consider the compatibility of the proposed exterior design with the existing design review board approved Bavarian structures and designs in the commercial zone districts of the city and the city's urban growth area and may, in addition, consult the following publications which contain many examples of architecture, including some examples that are specific to the Old World Bavarian ~~architectural Alpine Theme~~:

1. "Bayern in Bildern." Illustrations of Bavaria. Munchen, L. Muller (1971);
2. "Häuser in den Alpen," by Viktor Proksch. Pinguin Verlag, Innsbruck, and Umschau Verlag, Frankfurt A.M. (1964) (this book is also available in an English/French version);
3. "Bemalte Fassaden," by Margarete Baur-Heinbold. Verlag Georg D.W. Callwey, Munchen (1975);
4. "Bayern – Bavaria – La Baviere: e. Bildbd.," by Otto Siegnier. Munchen-Pullach: Simon (1975);
5. "Wohnen im Alpenland," by S. Staffa. Verlag, Kitzbuhel;
6. "Die Schönsten Bauernhofe Oberbayerns," by Ottmar Schuberth. Munchen (1999).

E. Copies of the above publications and similar related reference works shall be kept on hand by the city for review by applicants and by members of the design review board.

F. An applicant may submit a preliminary sketch prior to furnishing a complete application for review at a regularly scheduled design review board meeting. Following review by the board, the applicant shall complete the application as directed by the board in accordance with this chapter.

G. Design review applications shall be processed in accordance with the quasi-judicial review process, pursuant to Chapter 21.09 LMC. In order to schedule a design review board meeting, a complete application shall be received by the development services department at least 10 working days prior to the meeting.

H. Changes to a design review board approved design, which are subsequently proposed after the initial approval of the design review board permit, shall require submission of an application to the design review board for approval prior to construction of the change.

I. Supporting reference materials shall be supplied to the design review board by the applicant at the request of the board.

J. The ~~development~~ Development services ~~Services manager~~ Manager or designee may administratively approve, conditionally approve or deny individual components of a project, listed below, when not associated with a larger project that would require design review board review. However, the Development Services Manager has the discretion to require ~~At the discretion of the city, the application, or portions of the application, may be required~~ the application or portions of the application to be submitted ~~presented~~ to the design review board for review and approval. Additionally, the Development Services Manager may consult with Design Review Board on the merits of whether or not a project applies to the Old World Bavarian Alpine Theme.

~~the~~

- ~~1. design of r~~Retaining walls, landscaping structures, landscaping planter sign bases, lighting, fences or fence-type walls, garbage enclosures, walkways, plazas, publicly owned equipment, or similar structures ~~when they are not proposed in conjunction with a larger project that would require design review board review. In addition, the development services manager or designee may administratively approve~~
- ~~2. C~~changes to the individual exterior elements (LMC 14.08.020) which collectively do not exceed five percent of the value of the structure (using the valuation methodologies and time frame in LMC 14.08.020(B)) ~~when they are not proposed in conjunction with a larger project that would require design review board review. Approval shall be subject to the standards contained in this chapter. At the discretion of the city, the application, or portions of the application, may be required to be submitted to the design review board for review and approval.~~
- ~~1.3. Moving approved signs which meet the design standards of LMC Chapter 14.08.080.~~
4. Repair of structures with identical materials to the original materials or a material which is determined equally or more compliant by the Development Services Manager. For purposes of this chapter, routine maintenance and repair is defined as corrective and/or preventative actions which do not result in an alteration but which allow for a structure to perform its intended, original purpose.

K. The applicant or a representative of the applicant shall be in attendance at the design review board meeting for an application to be reviewed by the design review board.

L. Chelan County has adopted the city's codes within the city's urban growth area, including this chapter, the Old World Bavarian architectural Alpine Theme. The city's design review board will perform reviews of applications for projects located in the urban growth area and relay its findings to the county for inclusion in the county decision-making process. The county is the decision-making authority within the geographic boundary of the city's urban growth area.

14.08.035 Design review permit – Conditions and effect.

Architectural design review permits issued on the basis of plans and applications approved by the design review board or administrative official (as applicable) authorize only the arrangement and design set forth in such approved plans and applications, and no other use, arrangement, design or construction. Use, arrangement, design or construction at variance with that authorized shall be deemed violation of this title and punishable as provided in Chapter 21.13 LMC.

14.08.040 Design elements.

The design review board, in granting or denying approval of a permit in accordance with this chapter, should consider the following criteria. This list is intended to serve as a guide for prospective developers of representative Old World Bavarian design features which have proven effective on commercial buildings in the city. The following design elements shall be incorporated, as applicable, in design proposals brought before the Leavenworth design review board to implement the Old World Bavarian **architectural Alpine Theme in the City** of Leavenworth. A minimum of three decorative design details (in addition to structural elements) shall be included on a building or structure. Decorative design details include, but are not limited to, painted trim, decorative fascia, window treatments, balconies, and murals.

A) Typical building shapes and streetscapes, see Portfolio Chapter A.

~~The single most defining shape of Bavarian Alpine architecture is the low-pitched roof with expansive overhangs, regardless of building size. An alpine roof is designed to hold snow for insulation. The overhangs deal with ice buildup and help keep the area right next to the house free of snow. In the rainy regions of Germany where snow is not prevalent, the roofs are very steep in order to shed water.~~

1) Buildings are ~~rectangular or are combinations of rectangles.~~ square, rectangular, and/or combinations thereof.

~~2) Projecting window bays, ecker or sections of balcony may be added.~~

3) ~~Very large warehouse~~ Adjoining Structures. Consideration of where structures join or how rooflines meet or overhang should be considered.

~~4) Non-traditional buildings~~ or market-type buildings pose special **problems-challenges** to this design theme. They must, however, include traditional Bavarian design elements and materials.

B) Roofs, see Portfolio Chapter B.

1) Low-pitched roof. The single most defining shape of Bavarian Alpine architecture is the low-pitched roof with expansive overhangs, regardless of building size. An alpine roof is designed to hold snow for insulation and safety.

2) Expansive Overhangs. The overhangs deal with ice buildup and help keep the area right next to the structure free of snow.

~~3) Primary R~~ roofs have a pitch of 3:12 to 6:12. On occasion, there will be projects that warrant steeper or lower pitches; these will be reviewed on a case-by-case basis. ~~three and one-half to five and one-half.~~

4) Roof overhangs are expansive on the front and sides and usually require rafter and lookout beams. Typical overhangs are 24 inches or more on the sides and 36 inches or more at the front with the back reflecting either the side or front. "Expansive" shall be determined by the Design Review Board based on the building size and overall design to balance the building. For example, larger buildings will have larger overhangs. Large: 4' on sides, and 6'+ on front overhangs are encouraged and increase the appeal of a building's roof aesthetic.

5) Lookout or rafter beams shall be scrolled and/or have decorative faceplates (pfettenbretter). The scrolling shall be traditional Rococo, Baroque or folk designs. Lookout beams shall not extend beyond the fascia.

~~6) Face plates (pfettenbretters) shall be behind the fascia.~~

~~7) Pitched Roof Materials.~~

- a) Tile, simulated tile, standing seam metal, high-profile asphalt shingles, composite wood-appearance shake/shingles or heavy shakes (when approved by the Fire District) are acceptable. Copper as a roof or as an accent roof are also typical. "High-profile" means the depth of the shingle overlay or the distance from the top of a shingle or layer to the top of the overlaying shingle or layer. For highly visible areas, high-profile asphalt roofing shall have a depth of at least ¼ inch.
- b) Acceptable colors for standing seam metal are clay red (to mimic "terracotta" tile), brown, green (to mimic oxidized copper) or gray. Acceptable colors for tile or asphalt shingle colors should be red, gray, or brown earth tones (to mimic wood shingles).
- ~~b)c) Unacceptable materials include galvanized metal, overlap metal, plain shingles, and profileless (less than ¼-inch) asphalt shingles. Tile or asphalt shingle colors should be red, gray, or brown earth tones.~~
- ~~c) Standard overlap metal, plain shingles, and profileless asphalt shingles are not acceptable.~~
- 4)8) Fascia shall be scrolled or multiple profile. Other designs from Bavaria may be approved by the Board. "Multiple profile" means a minimum of three layers of wood with each overlapping layer being shorter than the previous. Differing depth of each layer is also common. If a scrolled layer is incorporated, a minimum of three layers shall be used, not including the drip edge. Scrolling shall be traditional Rococo, Baroque or folk designs.
- 5)9) When snow guards are used or intended to be used, they shall be included in the overall design review approval. Preferred styles are turned logs, tab style to match the roof or bar style but not bent ("v" shaped) metal.
- 6)10) If roof rafters are exposed (open soffit), the underside of the roof covering shall be one of the following materials to mimic traditional Bavarian exterior: resawn plywoods, tongue and groove boards (beveled or plain), plywood mimicking solid wood T-111 run lengthwise, solid wood, or exterior finish sheathing. Additional fire protection measures may be required by the Fire and Building codes.
- C) Walls, see Portfolio Chapter C. Wall treatments shall consist of the following:
- 1) Stucco or stucco-like material. Stucco should have minimal or concealed expansion joints, which will be emphasized during project review;
 - 2) Wood, ~~usually on~~ typically the whole building or on the upper level of ~~the wall~~ a first level stucco base building;
 - 3) A combination of stucco for the first floor and wood for additional floors;
 - ~~2)4) Slate, stacked stone or other rectangular rock/stone (not river rock) is usually at the foundation;~~
 - ~~3) A combination of the above;~~
 - 4)5) Unacceptable materials or methods are (see Portfolio Chapter K):
 - a) Metal siding;
 - b) Stucco board, or panelized preapplied stucco, except that the use of Hardipanel® cementitious panel may be allowed for ~~zero lot line walls where there are no required side yard setbacks and where another building either has already been built to each side of the new building or is being built concurrently~~ adjoining buildings, and when the walls being covered with Hardipanel® cementitious panel will not be generally visible;
 - c) Half timbering (generally defined as 1/2 round or timber frame with panel infill) ~~(see LMC 14.08.100(K));~~
 - d) Concrete block (cracked or plain). If concrete block is used, it shall be stuccoed;

- 6) Retaining walls, landscaping structures, permanent or semi-permanent (because of size and/or weight) landscape planters, landscaping planter sign bases, and similar structures may be constructed of stucco, landscaping timbers ~~(not railroad ties)~~, stacked stone, irregularly shaped rock, large boulders, poured concrete, split-faced concrete block landscaping stones, or other new materials as approved by the design review board. Cultured stone that has the appearance of stone, irregularly shaped rock or large boulders is acceptable.
- ~~e)a) Unacceptable material include railroad ties and r~~ Round river rock ~~is not acceptable.~~
- 7) Fences or fence type walls may be constructed of decorative metal, wrought iron, wood, stone, stucco, irregularly shaped rock, poured concrete, split-faced concrete block stones, or other new materials as approved by the design review board. Cultured stone that has the appearance of stone, irregularly shaped rock or large boulders is acceptable.
- ~~f)a) Unacceptable materials are r~~ Round river rock ~~and is not acceptable.~~ Chain link fencing ~~is not allowed in any commercial zone district~~, except chain link may be approved as follows:
- ~~g)b)~~ When required by state or federal law.
- ~~h)c)~~ When deemed necessary by a public safety official for public safety purposes.
- ~~i)d)~~ When used for security purposes on property owned and/or leased by a public entity.
- ~~j)e)~~ When used as temporary construction fencing.
- ~~k)f) At the At its-~~ Development Services Manager's discretion, the ~~y-~~city may require that shielding components be incorporated into the fencing, apply time limits to the installation, and/or apply other conditions as determined necessary to mitigate impacts.
- D) Balconies, see Portfolio Chapter D. Balconies are optional. Where architectural balconies not intended for actual use are proposed, they shall have an apparent means of access, i.e., a door or false door, or large window. If balconies are present, they shall contain traditional design elements, such as:
- 1) Heavy beam supports;
 - 2) Scrolled slats;
 - 3) Flower boxes (optional). ~~This is the traditional location for them.~~
- E) Doors and Doorways, see Portfolio Chapter E. A handcrafted wood door is preferred.
- 1) Doors are constructed of wood or materials with a wood-like appearance; however, doors used for utility and/or service entrances (generally not visible from the right-of-way) can be constructed of other materials but shall be colored to blend with adjacent surfaces.
 - 2) Where wood is utilized on the wall surface, the door trim shall be wood. Where stucco is utilized, the stucco shall be wrapped around the inset for the door.
 - 3) Doors frames shall be recessed (not surfaced mounted), preferably 3 inches or more.
 - 4) Doors, doorways and entryways like vestibules or porticos are often ~~Many doorways are~~ arched. The arched doorway or entryway should be constructed of wood or stucco.
- ~~E)F)~~ Windows, see Portfolio Chapter F. Window treatment options are:
- 1) White or wood appearance is acceptable if harmonious with surrounding structure.
 - ~~1)2)~~ Recessed (preferably 3 inches), with or without painted decorative trim;
 - 3) Where wood is utilized on the wall surface, the window trim shall be wood or wood appearance. Where stucco is utilized on the wall surface, the recessed window area shall be wrapped in stucco.

- 2)4) When sShutters are used, they shall be proportional to the window and appear operable.
Shutters are desirable when painted trim is not applied;
- 3)5) Painted decorative trim;
- 4)6) Grid inserts in the glazing Gridded divisions in the glazing (also known as muntins, simulated grids or divided lites) may be required by the Board in proportion to the window size and location. Such grids shall be on the exterior of the window glazing;
- 7) A minimum of one of the following treatment options, or a combination of options, shall be included:
- a) Painted decorative treatments around windows located on stucco walls with Baroque, Rococo, Classical or Bavarian folk art in design;
 - b) Shutters with or without painted trim
 - a)c) Flower boxes, wood finish or painted;
 - b)d) Arched wWindows may be arched;
 - e) ~~A combination of the above is acceptable; however, one of the window treatment options in subsections (F)(1) through (5) of this section is mandatory;~~
- 8) Flush, ~~unadorned~~ mounted windows are unacceptable.
- 5)9) On occasion, there may be a case for an unadorned window; this will be viewed on a case-by-case basis.
- F)G) Trim, see Portfolio Chapter G. Trim is the least of the design elements, not the focus of the design.
- 1) ~~Scrolling~~. Decorative scroll work shall be required on fascia board and /or other trim. In general, scrolling follows traditional or Rococo designs. Design details for scroll work shall be included with the application.
 - 2) Stone ~~is can be~~ used in rectangular linear forms for accents. River rock, concrete block (cracked or plain), and irregular stone slabs are unacceptable.
 - 3) Wood shall not be used as trim over stucco.
- G)H) Decorative Painting, see Portfolio Chapter H. Designs for murals or art work on exterior walls or around windows and doors shall be presented for design review board approval before application to the building. All murals are subject to design approval by the design review board. Murals may incorporate a sign, or may stand alone. When a sign is incorporated into the mural, then a sign permit and compliance with Chapter 14.10 LMC, Signs, are required.
- 1) Corner walls may be painted to simulate rectangular stone quoins using a trompe l'oeil style.
 - 2) Three-dimensional painting is encouraged around windows and doors when shutters are not present. Classic as well as Rococo designs should be used.
 - 3) Murals may be of a traditional Bavarian theme. Scenic murals are also acceptable.
 - 4) Mural placement shall be floating rather than framed by trim or other design elements. All murals are subject to design approval by the design review board. Murals may incorporate a sign, or may stand alone. When a sign is incorporated into the mural, then a sign permit and compliance with Chapter 14.10 LMC, Signs, are required.
- 3)5) Murals are accents. The intent is not to cover a complete wall with a mural.
- H)I) Colors, see Portfolio Chapter I. Color selection shall incorporate the following:
- 1) The predominant stucco color is white or off-white. Pastels are acceptable, ~~but only~~ with white or off-white accents, or stone accents, on stucco trim.

- a) ~~Unacceptable – any b~~ **Bold bright colors are unacceptable.**
- 2) ~~All W~~ wood trim (including beams, fascia and siding) ~~shall~~ **may** be stained with transparent wood-tone stain or, occasionally stained with ~~Very seldom is~~ opaque stain or painted. ~~(color) trim used over wood. However, hunter green and other accent colors are sometimes used for shutters and flower boxes.~~
- ~~(a)–~~
- ~~2)3)~~ A paint chip or paint sample shall be submitted with the colored rendering of a design for all colors incorporated in the rendering. This requirement applies to the sign and architectural theme sections of this code. The sign portion of the mural is not exempt from this requirement, although the rest of the mural is.

14.08.050 Supplemental regulations.

A. The design review board may require the following structures or items to comply to the maximum extent practical and feasible with the Old World ~~Bavarian architectural~~ Alpine Theme when they are located in any commercial zone district:

1. Street furnishings.
2. Walkways and/or plazas.
3. Garbage enclosures.
4. Kiosks.
5. ~~Public telephone booths~~ Vehicle infrastructure, such as gas, pay and charging stations.
6. Display cabinets per LMC 5.22.030
7. Any type of display or permitted structure not enclosed within a building structure.

B. Meters, utility boxes, vents, louvers, conduit covers and other similar items shall be colored to blend with adjacent surfaces or colored black.

C. Serving windows to outdoor, privately owned staging areas shall be set back a minimum of eight feet from the sidewalk or public right-of-way.

D. The terms, provisions and requirements of this chapter shall be in addition to and not in lieu of the requirements set forth in the International Building Code and other uniform codes adopted by the city or in any other ordinance, state statute or regulation governing the construction, building, zoning or other similar regulations applicable to the city.

E. The painting of a new or existing building in a color different from the color originally approved shall require approval by the design review board.

F. Buildings shall not be occupied or opened for business until the approved exterior design features of that building are finished. A temporary certificate of occupancy/exemption may be granted by the city with a surety to perform work for not more than the time period allowed by the surety to perform work; provided, that the reason for delayed completion is due to weather or other circumstances beyond the control of the owner.

G. Until all applicable fees, charges, and expenses have been paid in full, as required, no action shall be taken by the city on any application, appeal or request excepting that of design review board consultation.

H. Design review board approved architectural and sign permits shall expire in conformance with LMC 15.04.030 and associated building permits (as necessary).

I. All mechanical equipment, e.g., heating and air conditioning equipment, air handling ducts, and compressors, shall be screened from view. False balconies, false chimneys, railings, and parapet walls may be utilized as long as they do not detract from the Bavarian Alpine Theme. Screening plans/designs must be included in architectural elevations presented for board review and approval. Reduction of fire hazards should be considered in the material and design of screening.

J. Rain gutters, downspouts, and heat tapes shall be required for all eaves to eliminate the possibility of drainage onto sidewalks.

~~K.~~ As a condition of approval for the issuance of permit ~~of any design review board approved architectural and sign permit or any permit issued under this title or other associated titles contained in this code,~~ a performance or surety bond may be required, subject to the following:

1. The city attorney shall approve all performance and surety bonds as to form and securities.
2. The director(s) of the affected department(s) shall approve all performance and surety bonds as to amount and adequacy.
3. Alternative sureties may be considered by the city upon approval by the city attorney and the affected departments of the city.
4. The value of the bond/surety shall be equal to at least 150 percent of the estimated cost of the improvement(s) to be performed for improvements completed within a one-year time frame or 200 percent for improvements completed within a two-year time frame, or to be utilized by the city to perform any necessary work, or to reimburse the city for performing any necessary work and documented administrative costs associated with action on the bond/surety. To determine this value, the applicant must submit a bid for the improvements to be performed. If costs incurred by the city exceed the amount provided by the assurance device, the property owner shall reimburse the city in full, or the city may file a lien against the subject property for the amount of any deficit. Upon written request, the city may grant a one-time extension of the bond/surety.
5. Upon completion of the required work by the property owner and approval by the city at or prior to the completion date identified in the assurance device, the city shall promptly release the device.
6. If the performance bond or surety is required, the property owner shall provide the city with an irrevocable notarized agreement, with a form provided by the city or form acceptable to the city, granting the city and its agents the right to enter the property and perform any required work remaining uncompleted at the expiration of the completion date identified in the assurance device.

~~J. Rain gutters, downspouts, and heat tapes shall be required for all eaves to eliminate the possibility of drainage onto sidewalks.~~

14.08.060 Small commercial buildings.

Small commercial buildings less than 160 square feet, see Portfolio Chapter J, shall meet the following standards:

- ~~A. Single-story buildings, such as roadside stands, bratwurst stands, etc., that are less than 160 square feet, follow~~ Follow the same low-angle Bavarian Alpine roof construction as larger buildings.

- B. These buildings may have all wood outside wall construction. If all wood siding is used, the siding must be tongue and groove cedar, pine, or squared log construction. Usually the siding is applied horizontally. Plywood siding is unacceptable. Stucco may be used.
- C. These buildings should have extensive overhangs front and back, with more modest overhangs on the sides.
- D. Natural wood tone stains predominate in Bavaria, with little or no painting of the trim.
- E. Most of the ornate features are scrolled trim with window shutter cutouts.
- F. Roofing materials are the same as for larger buildings.
- G. The overall feeling should be rustic in nature.

~~14.08.070 Mechanical equipment.~~

~~All mechanical equipment, e.g., heating and air conditioning equipment, air handling ducts, and compressors, shall be screened from view. False balconies, false chimneys, railings, and parapet walls may be utilized as long as they do not detract from the Bavarian Alpine theme. Screening plans/designs must be included in architectural elevations presented for board review and approval.~~

14.08.080 Signs.

- A. All signs must conform with the city sign ordinance, [LMC Chapter 14.10](#).
- B. Examples of approved signs are found in LMC 14.08.100(M).
- C. General locations for signing is to be indicated on the design review application drawings, with evidence that flowers and other features will not interfere.

14.08.090 Enforcement.

This chapter shall be enforced pursuant to Chapter 21.13 LMC.

14.08.100 Appendix: Portfolio of Photographs of Old World Bavarian Architecture and Signs for the City of Leavenworth.

The community development director shall make color copies of the "Portfolio of Photographs of Old World Bavarian Architecture and Signs for the City of Leavenworth" available to the public to view. The "Portfolio of Photographs of Old World Bavarian Architecture and Signs for the City of Leavenworth," dated January 23, 2001, is incorporated herein by this reference and is hereby adopted as part of this chapter. A monetary deposit according to the city's adopted fee schedule shall be required to check out the portfolio of photographs. The following are included in the portfolio:

- A. Typical building shapes [and streetscape](#);
- B. Roofs;
- C. Walls;
- D. Balconies;
- E. Doorways;
- F. Windows;
- G. Trim;
- H. Decorative painting;
- I. Colors;
- J. Small buildings;
- K. Inappropriate design elements;
- L. Local Bavarian Alpine buildings;
- M. Signs;
- N. Regional Bavarian Alpine building styles and map.

Chapter 2.38 DESIGN REVIEW BOARD

2.38.010 Created – Membership, terms, appointments, approval and compensation.

A. There is established a design review board consisting of five members, plus an alternate and a construction advisor. The term of appointment to the board shall be four years and members can be reappointed for succeeding terms. Positions one, two, and five shall have terms expiring June 1st of succeeding years. Positions three and four shall have terms that expire December 1st of succeeding years. New appointments shall be made in a timely manner in order to assure staggering of time for appointments.

B. All members shall be appointed by the mayor and confirmed by a majority of the city council. Vacancies occurring other than through the expiration of a term shall be filled by the mayor with confirmation by a majority of the city council. Any member may be removed at any time by the mayor.

C. Members shall be selected without regard to political affiliation. Serving on the design review board requires residing within the boundaries of the Cascade School District or being a resident of Chelan County and owning a business within the city. Prior to appointment, members must demonstrate a fundamental knowledge of Old World Bavarian Alpine design and the purpose of the city's ordinances regulating architectural design and signs. The mayor shall appoint members based on consideration of the candidates' knowledge regarding the Old World Bavarian Alpine theme and/or demonstration of the following:

1. Travel throughout the Bavarian Alpine region of Bavaria;
2. Working or living in the Bavarian Alpine region of Bavaria;
3. Demonstrate a fundamental knowledge of Old World Bavarian Alpine architecture through the design or building of Old World Bavarian Alpine style structures;
4. Demonstrate a fundamental knowledge of Old World Bavarian Alpine design elements such as color, window treatment, murals, overhangs and building materials;
5. Demonstrate, via travel throughout Germany, Austria, and/or Switzerland, the ability to differentiate between regional design elements.

~~D. One member shall be "at large." This "ombudsman" will serve as a trusted intermediary between meeting the criteria above and representing the broad scope of the Old World Bavarian Alpine theme. Such individual should have knowledge from study of the Old World Bavarian Alpine theme.~~

~~E~~D. Members of the design review board shall serve without compensation.

~~F~~E. An alternate design review board member shall be appointed by the mayor, as outlined in subsection (B) of this section, and shall be selected as outlined in subsection (C) of this section. The alternate shall

serve a term of four years from time of appointment and can be reappointed for succeeding terms. The alternate shall be called upon to attend design review board meetings which cannot obtain a quorum, and shall fill the seat of any regular member of the design review board that is absent. Should the full board be present and the alternate also be present, the alternate shall not make motions or vote but may participate in the discussion. The alternate shall serve without compensation. The alternate shall automatically be appointed to a regular position should a vacancy in such position occur during the alternate's tenure.

F. A non-voting construction advisor may be appointed by the mayor, as outlined in subsection (B) of this section, and shall be selected as outlined in subsection (C) of this section. The advisor shall provide technical expertise to the design review board members when requested. They shall serve a term of four years from time of appointment and can be reappointed for succeeding terms. The advisor shall serve without compensation.

2.38.020 Powers and duties.

A. Generally. The design review board shall perform all duties specified under Chapters 14.08 and 14.10 LMC as the same now exist or are hereafter amended, together with any other duties or authorities which may be conferred upon them by the city council; provided, that nothing in this chapter shall be construed as limiting the right of the city to exercise any power granted to a code city as provided by law.

B. Rules and Procedures. The design review board may adopt rules of procedure for the conduct of meetings and other functions delegated to the design review board by the city council; provided, that the rules of procedure adopted are in accordance with state law and city ordinances.

2.38.030 Report to council.

The design review board shall, as requested by the council, make a written report to the mayor and city council. In its report, the design review board shall make written recommendations to the mayor and city council on matters that are covered under the prescribed duties and authority of the design review board.

2.38.040 Meetings.

The time and place of the board's meetings shall be established in the bylaws. All meetings shall be open to the public and shall be conducted in accordance with Chapter 42.30 RCW, State Open Public Meetings Act, as the same now exists or is hereafter amended.

2.38.050 Quorum and voting.

A. Three members of the design review board shall constitute a quorum for the transaction of business.

B. A quorum shall be required for the transaction of any business of the design review board.

C. Each regularly appointed member, including the chairperson, shall be entitled to one vote on any matter that may come before the design review board. The alternate member shall vote when one of the regular members is absent; otherwise, the alternate shall participate but not vote. The record shall show the individual vote of each member.

D. Actions requiring a vote of the design review board must have a simple majority of the quorum present for a favorable vote.

E. If there are only three board members at a meeting and one member is subject to the appearance of fairness doctrine, the meeting may proceed under the doctrine of necessity. However, the board may postpone its review of an item until the next meeting if the affected applicant agrees to the postponement.

F. The design review board shall take action to approve, approve with conditions, deny, or continue a decision to another specified time and date on any matter which comes before it on which it is authorized to act. On any matter that the design review board is authorized to act, if there is failure to make a motion to approve, approve with conditions, or continue a decision on such matter, such shall be regarded as a denial.

2.38.060 ~~Secretary~~ Roles and Procedures.

A. ~~The city administrator or his/her designee shall serve as secretary to the design review board. The design review board secretary shall be charged with preparing and transmitting a report with compliance review of applicable sections of code to the design review board.~~ The design review board roles and responsibilities are defined in LMC 21.03.050.

B. ~~The report shall include compliance analysis with the location, dimension, size, and other applicable technical standards and specifications outside Old World Bavarian Alpine theme for signs.~~ All applications shall be processed consistent with LMC 21.09.060.

C. ~~The report shall include compliance analysis with LMC 14.08.020, 14.08.030(A) through (C), and 14.08.050 for building/structure design.~~

D. ~~Compliance analysis shall include, but is not limited to, comparing the submitted application with the Portfolio of Photographs of Old World Bavarian Alpine Architecture and Signs for the City of Leavenworth.~~

E. ~~The secretary shall prepare action sheets for all approvals, approvals with conditions, and denials of submitted applications.~~

F. ~~The action sheet shall be forwarded to (mailed or emailed) the applicant within 10 working days of final action.~~

2.38.070 Appeals.

Any person aggrieved by a final decision on a sign or design application may ~~within 10 days of a decision on the permit file an appeal. The appeal shall be heard by the city's hearing examiner.~~ appeal pursuant to LMC 21.11.025.

ORDINANCE NO. 1610

**AN ORDINANCE OF THE CITY OF LEAVENWORTH, WASHINGTON
ADOPTING AMENDMENTS TO THE LEAVENWORTH MUNICIPAL
CODE REGARDING SUBDIVISIONS, AMENDING CHAPTER 17.08
SHORT SUBDIVISIONS, CHAPTER 17.12 MAJOR SUBDIVISIONS AND
SECTION 21.90.030 COMMON DEFINITIONS.**

WHEREAS, the Leavenworth City Council directed the Planning Commission through the 2020 Amendment Docket to review and amend “LMC Title 17 Subdivision – permitting nine lot short plats per RCW 58.17”; and,

WHEREAS, the Planning Commission reviewed proposed amendments during its regular meeting of February 5, 2020; and

WHEREAS, the proposed amendments are exempt from the State Environmental Policy Act, pursuant to RCW 43.21C and WAC 197-11-800(19); and

WHEREAS, the City of Leavenworth sent the request for review comment to the Department of Commerce on January 17, 2020, pursuant to the requirements of RCW 36.70A.106; and

WHEREAS, the Department of Commerce expedited review, material ID #2020-S-1133, which was concluded on February 4, 2020 with no agency comment; and

WHEREAS, on March 18, 2020, a “Notice of Public Hearing” on the amendments was published in the Leavenworth Echo and posted in three locations in City Hall; and

WHEREAS, a staff report was prepared and given to the Planning Commission and posted on the City website on February 6, 2020; and

WHEREAS, on March 4, 2020, the Planning Commission held a public hearing to receive public testimony on the amendments to the Municipal Code, of which there was none, and voted unanimously to recommend adoption of the amendments; and

WHEREAS, the City Council opened the public hearing on April 14, 2020 and continued it to June 9, 2020 due to the COVID-19 Stay Home Stay Healthy mandate; and

WHEREAS, the City Council reviewed the amendment at its June 9, 2020 Regular Meeting; and

WHEREAS, the City Council made the following findings:

1. The requirements of RCW 43.21C, the State Environmental Policy Act, and WAC 197-11 have been satisfied.

2. The requirement of the Leavenworth Municipal Code related to updates and amendments have been satisfied.
3. The Planning Commission recommendation was based on the Staff Report findings of fact and conclusion of law.
4. The amendments are consistent with the purpose and intent of the City's Comprehensive Plan.
5. The amendments have undergone sufficient research and evaluation to determine that they will accomplish the purposes for which they are enacted and are intended to further the public health, safety, and welfare.
6. The amendments are in the best interest of the public and further the health, safety, and welfare of the citizens of the City of Leavenworth.
7. The City Council decision is final unless appealed as provided in Chapter 21.11 LMC, Appeals. The appeal shall meet the requirements of the Growth Management Hearing Board process and procedures.
8. The complete case file, including findings, conclusions and conditions of approval, if any, is available for inspection at City Hall during normal business hours, 700 US Hwy 2, Leavenworth, WA. Contact the Development Services Manager, (509) 548-5275.

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

Section 1. The amendments regarding subdivisions, amending Chapter 17.08 Short Subdivisions, Chapter 17.12 Major Subdivisions and Section 21.90.030 Common Definitions are hereby adopted to read as set out in Attachment A.

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

Section 3. If any section or part of this Ordinance, or of Attachment A is declared unlawful, the balance of the section of the Ordinance or of Attachment A shall be unaffected and shall remain in full force and effect.

Passed by the City Council of the City of Leavenworth, Washington and approved by the Mayor at an open public meeting on the 9th day of June, 2020.

CITY OF LEAVENWORTH

By: _____
Carl J. Florea, Mayor

Attest:

Chantell Steiner
City Clerk/Finance Director

Approved as to form:

Thom H. Graafstra, City Attorney

Chapter 17.08 Short Plats

17.08.010 Applicability.

Every division of land into nine or fewer lots, plots, sites, parcels, or tracts within the city of Leavenworth shall proceed in compliance with this chapter.

17.08.070 Prohibition on re-subdivision.

Land within a short subdivision, the short plat of which has been approved within five years immediately preceding, may not be further divided unless a final major subdivision has been approved and filed for record pursuant to Chapter 17.12 LMC; except, a short subdivision containing fewer than nine lots may apply to further divide within five years, provided the total lots created do not exceed nine.

Chapter 17.12 Major Subdivisions

17.12.010 Applicability.

Every division of land into ten or more lots, plots, sites, parcels, or tracts within the city of Leavenworth shall proceed in compliance with this chapter.

LMC 21.90.030 Definitions

“Plat, final short” means the final drawing of the short subdivision (nine lots or less) and dedication prepared for filing for record with the Chelan County auditor and containing all elements and requirements set forth in Chapter 58.17 RCW and LMC Title 17, as amended.

“Plat, final” means the final drawing of the subdivision (ten or more lots) and dedication prepared for filing for record with the Chelan County auditor and containing all elements and requirements set forth in Chapter 58.17 RCW and LMC Title 17, as amended.

“Subdivision, major” means the division or redivision of land into ten or more lots, tracts, parcels, sites, or divisions for the purpose of sale, lease, or transfer of ownership, in conformance with Chapter 17.12 LMC.

“Subdivision, short” means the division or redivision of land into nine or fewer lots, tracts, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership, in conformance with Chapter 17.08 LMC.

Chapter 17.08 Short Plats

17.08.010 Applicability.

Every division of land into ~~four~~nine or fewer lots, plots, sites, parcels, or tracts within the city of Leavenworth shall proceed in compliance with this chapter.

17.08.070 Prohibition on re-subdivision.

Land within a short subdivision, the short plat of which has been approved within five years immediately preceding, may not be further divided unless a final major subdivision has been approved and filed for record pursuant to Chapter 17.12 LMC; except, ~~the owner who filed the original application for~~ a short subdivision containing fewer than ~~four~~nine lots may apply to further divide within five years, provided the total lots created do not exceed ~~four~~nine.

Chapter 17.12 Major Subdivisions

17.12.010 Applicability.

Every division of land into ~~five~~ten or more lots, plots, sites, parcels, or tracts within the city of Leavenworth shall proceed in compliance with this chapter.

LMC 21.90.030 Definitions

“Plat, final short” means the final drawing of the short subdivision (~~four~~nine lots or less) and dedication prepared for filing for record with the Chelan County auditor and containing all elements and requirements set forth in Chapter 58.17 RCW and LMC Title 17, as amended.

“Plat, final” means the final drawing of the subdivision (~~five~~ten or more lots) and dedication prepared for filing for record with the Chelan County auditor and containing all elements and requirements set forth in Chapter 58.17 RCW and LMC Title 17, as amended.

“Subdivision, major” means the division or redivision of land into ~~five~~ten or more lots, tracts, parcels, sites, or divisions for the purpose of sale, lease, or transfer of ownership, in conformance with Chapter 17.12 LMC.

“Subdivision, short” means the division or redivision of land into ~~four~~nine or fewer lots, tracts, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership, in conformance with Chapter 17.08 LMC.



Staff Report

Code Amendments to LMC Chapter 17.08 Short Subdivisions, Chapter 17.12 Major Subdivisions and Section 21.90.030 Common Definitions

To: Leavenworth Planning Commission
From: City of Leavenworth Development Services Department
Date of Report: February 6, 2020 for the March 4, 2020 Hearing
Subject: Subdivision Code Amendments

OVERVIEW

The purpose of the proposed amendments is to permit the administrative review of Short Subdivisions of nine or fewer lots (rather than the existing four). Major Subdivisions would change from five or more lots to ten or more lots.

A subdivision is the division of land into multiple plots, sites, parcels, or tracts. All subdivisions, regardless of the number of lots created are required to meet zoning standards and buildout requirements for infrastructure (such as roads). This amendment would not change the standards or buildout requirements.

A Short Subdivision is reviewed administratively while a Major Subdivision is reviewed quasi-judicially. Below is a simplified summary of the two processes.



The benefits of a Short Subdivision are the reduced time processing which intern means reduced costs and not having to present at a hearing. For the City, the benefits of a Short Subdivision include

encouraging infill development where existing city services are readily available. Infill development increases the number of users on water and sewer lines without extending City infrastructure resulting in reduced costs for all users and reduced maintenance for City workers. Most infill development within the City has been for housing.

PUBLIC HEARING NOTICE COMPLIANCE

60-day Agency review	Material ID# 2020-S-1133, expedited review approved 2/4/2020
SEPA Determination	Exempt per WAC 197-11-800(19) Procedural Action.
Notice of Planning Commission Public Hearing	Published in the Echo: February 19, 2020
Planning Commission Public Hearing	March 4, 2020
City Council Public Hearing:	Tentatively Scheduled for April

PUBLIC/AGENCY COMMENTS

There were no public or agency comments received, at the time of drafting this staff report. The public is encouraged to attend the Planning Commission Hearing and provide testimony before a recommendation is forwarded to the City Council. The Planning Commission may incorporate comments and testimony into the recommendation. Additionally, the City Council will have an opportunity for public testimony at the Council Public Hearing.

PROPOSED AMENDMENTS

Chapter 17.08 Short Plats

17.08.010 Applicability.

Every division of land into ~~four~~nine or fewer lots, plots, sites, parcels, or tracts within the city of Leavenworth shall proceed in compliance with this chapter.

17.08.070 Prohibition on re-subdivision.

Land within a short subdivision, the short plat of which has been approved within five years immediately preceding, may not be further divided unless a final major subdivision has been approved and filed for record pursuant to Chapter 17.12 LMC; except, ~~the owner who filed the original application for~~ a short subdivision containing fewer than ~~four~~nine lots may apply to further divide within five years, provided the total lots created do not exceed ~~four~~nine.

Chapter 17.12 Major Subdivisions

17.12.010 Applicability.

Every division of land into ~~five~~ten or more lots, plots, sites, parcels, or tracts within the city of Leavenworth shall proceed in compliance with this chapter.

LMC 21.90.030 Definitions

"Plat, final short" means the final drawing of the short subdivision (~~four~~-~~nine~~ lots or less) and dedication prepared for filing for record with the Chelan County auditor and containing all elements and requirements set forth in Chapter 58.17 RCW and LMC Title 17, as amended.

"Plat, final" means the final drawing of the subdivision (~~five~~-~~ten~~ or more lots) and dedication prepared for filing for record with the Chelan County auditor and containing all elements and requirements set forth in Chapter 58.17 RCW and LMC Title 17, as amended.

"Subdivision, major" means the division or redivision of land into ~~five~~-~~ten~~ or more lots, tracts, parcels, sites, or divisions for the purpose of sale, lease, or transfer of ownership, in conformance with Chapter 17.12 LMC.

"Subdivision, short" means the division or redivision of land into ~~four~~-~~nine~~ or fewer lots, tracts, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership, in conformance with Chapter 17.08 LMC.

RECOMMENDATION AND FINDINGS

Staff recommends approval of proposed code amendments based on the following findings of fact and conclusions of law:

- 1. The amendment is necessary to resolve inconsistencies in the provisions of the comprehensive plan and/or development regulations or to address state or federal mandates.**

Staff Finding: The proposed amendments are intended to permit the short subdivision of land into the maximum of nine lots, when meeting the zoning and other applicable standards. Major subdivisions would change from five or more lots to ten or more lots.

Conclusion: The amendments are not necessary to resolve inconsistencies in the provisions of the comprehensive plan or address regulations or mandates but rather encourage land division and thereby encourage infill development and infill housing.

- 2. The amendment is consistent with the overall intent of the existing comprehensive plan and the other documents incorporated therein.**

Staff Finding: The Comprehensive Plan provides goals and policies focus primarily on efficient land use. The subdivision process, regardless of short or major subdivision, helps achieve land development for residential and commercial purposes. It is anticipated that short subdivisions will be used primarily for infill residential development. Related policies include:

Policy 6: Chelan County and the City should encourage increased density in communities with existing infrastructure. Rationale: The intent of the GMA is to encourage population growth in urban areas, reduce urban sprawl and thereby lessen the burden on counties to provide urban type infrastructure and services to large population centers.

Policy 4: Recognize that the infill of vacant, partially used, and underutilized land in existing developed areas of the City is an important aspect of the efficient development of the UGA and City limits and should strongly be encouraged. Rationale: Many parcels of land are available within existing developed areas of the City that can accommodate further development. Infill within these areas will allow public facilities and services to be provided in a more efficient manner.

Conclusion: The amendments are consistent with the overall intent of the existing comprehensive plan.

3. **The amendment is consistent with the assumptions and/or other factors such as population, employment, land use, housing, transportation, capital facilities, economic conditions, etc., contained in the comprehensive plan.**

Staff Finding: The proposed amendments provide a change to the processing for land divisions and will have no direct correlation to population, employment, capital facilities, or economic factors contained within the Comprehensive Plan.

Conclusion: The amendments do not impact the assumptions or other factors within the Comprehensive Plan.

4. **The amendments are consistent with the requirements of the Growth Management Act and the county- wide planning policies.**

Staff Finding: The existing Comprehensive Plan is compliant with the Growth Management Act and the County-Wide Planning Policies. The proposed code amendments do not change the substance or intent of the Comprehensive Plan.

Conclusion: The amendments are consistent with the requirements of the Growth Management Act and the county-wide planning policies.

5. **The amendments are consistent with and do not adversely affect the supply of land for various purposes which are available to accommodate projected growth over a twenty-year period.**

Staff Finding: The amendments are intended to support subdivisions consistent with the Comprehensive Plan and Zoning regulations. Subdivisions are necessary to provide future development lots which are required for growth of the community.

Conclusion: The amendments are consistent with and do not adversely affect the supply of land for various purposes which are available to accommodate projected growth over a twenty-year period.

6. **Where applicable, conditions have changed such that assumptions and/or other factors such as population, employment, land use, housing, transportation, capital facilities, economic conditions, etc., contained in the comprehensive plan have been revised and/or enhanced to reflect said conditions;**

Staff Finding: The City is experiencing an increase in residential development and major subdivisions. However, at this time, there are no notable changes in population, employment, land use, housing, transportation, capital facilities or economic conditions affecting the Comprehensive Plan.

Conclusion: Not applicable.

7. **Amendments to the comprehensive plan land use designation map(s) are either consistent and/or compatible with, or do not adversely affect, adjacent land uses and surrounding environment;**

Staff Finding: The proposed code amendments will not change the Comprehensive Plan maps.

Conclusion: Not applicable.

8. **The proposed amendments are consistent with and do not negatively impact public facilities, utilities and infrastructure, including transportation systems, and any adopted levels of service.**

Staff Finding: The proposed amendments relate to how subdivisions are processed and will not change the requirement for concurrent development of public facilities.

Conclusion: Not applicable.

9. The proposed amendment does not adversely affect lands designated resource lands of long-term commercial significance or critical areas.

Staff Finding: There are no designated resource lands within the City limits. The proposed amendments have no change to the requirements for environmental review and compliance with critical area regulations.

Conclusion: Not applicable.

CITY OF LEAVENWORTH, WA

RESOLUTION NO. 12-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEAVENWORTH, WASHINGTON, AMENDING THE 2021-2026 SIX-YEAR COMPREHENSIVE STREET PROGRAM (TRANSPORTATION IMPROVEMENT PLAN (TIP)).

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

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

WHEREAS, this resolution amends Resolution No. 26-2019.

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

The 2021-2026 Six-Year Comprehensive Street Program (Transportation Improvement Plan (TIP)) is hereby amended and is attached hereto as "Exhibit A" and incorporated herein, and is hereby adopted by the City of Leavenworth, Washington in accordance with law. Furthermore, this amended Six-Year Comprehensive Street Program as hereby adopted shall serve as the City's 2021-2026 Six Year Transportation Improvement Plan.

PASSED by the City Council of the City of Leavenworth and approved by the Mayor this 9th day of June, 2020.

CITY OF LEAVENWORTH

By:

Carl J. Florea, Mayor

Attest:

Chantell Steiner
Finance Director/City Clerk

2021 – 2026 Leavenworth TIP AMENDED 6/9/2020

Project Priority #	NAME	DESCRIPTION	PHASE	TOTAL FUNDS	CITY FUNDS
1	Pine Street Phase II: Titus Road to Chumstick	Phase II - Titus Road to Chumstick Hwy: This transportation study will look at roadway design and intersections critical to the planning of this project.	2020	\$125,000	\$25,000 – 20% match
2	Pine Street Phase II: Titus Road to Chumstick	Phase II - Titus Road to Chumstick Hwy.: street reconstruction, sidewalks, storm drain, waterline and sewer, Chumstick and Fir Street Intersection resolution.	2023	Construction	\$5,025,861
3	14 th Street, Front Street to Commercial Street	Full Depth Reclamation Asphalt Overlay Sidewalks West Side	2021	\$514,100 TIB: \$488,300	\$25,800
4	Parking Improvements	Based on outcome of study construct additional infrastructure for improving parking management and/or capacity	2020	\$700,000	\$700,000
5	Multi-use Trail: Chumstick to Titus Road	Construction of 10 FT wide Multi use trail on the north side of Rattlesnake Hill. Ped/Bike Safety Grant Application 2018	2022-2023	TBD	10%
6	Sidewalk Addition: Orchard Street (Evans to Pine Street)	Construction of new sidewalk on east side of Orchard to extend Safe Walk to School to Alpine Lakes School. Safe Walk to School Grant Application.	2020	\$120,000	\$11,000

Project Priority #	NAME	DESCRIPTION	PHASE	TOTAL FUNDS	CITY FUNDS
7	Residential Street Restoration Program	Asphalt overlay on various streets in the City. List of Future Projects: 1. Orchard Street - Pine to Evans 2. Scholze Street - Commercial to Enchantment Way 3. Benton Street - Ski Hill to Evans 4. 14 th Street - Front to Commercial 5. Commercial Street – Division to 14 th Street 6. Joseph Street	Annual	\$60,000	\$60,000
8	Reconstruction of Front Street with the construction of Plaza - Highway 2 to 10th	Reconstruction of Front Street with addition of Park Plaza on Front Street.	2021	TBD	TBD
9	Sidewalk Addition: Commercial Street/Scholze	Construction of new sidewalk to extend existing sidewalk to entrance to Enchantment Park. Potential Funding: TIB Sidewalk Program.	TBD	TBD	TBD

Project Priority #	NAME	DESCRIPTION	PHASE	TOTAL FUNDS	CITY FUNDS
10	Multi-modal Access and Use Planning Study.	In cooperation with Washington Department of Transportation, conduct a study and planning exercise to identify necessary projects to improve pedestrian, bicycle, ADA safety, access and use of US Hwy. 2 and City collector streets. Those improvements may include: coordinated signalization for traffic and ped. crossing, addition of sidewalks, bike lanes, traffic calming features, additional signage, enhanced pedestrian lighting, etc.	2021	\$75,000	\$3,750
11	North Road/Chumstick Intersection Improvement	Seek initial funding for preliminary design of intersections improvements. Will need concurrence with Chelan County.	2022	\$75,000	10%
12	Mine Street/Mill Street Improvements	Addition on pedestrian/bicycle facilities, pavement improvements, etc.	2023	TBD	TBD
13	Ward Strasse/Riverbend Intersection Improvement Planning	Initial planning study (30%) to develop intersection improvement options to enhance traffic movement at this intersection.	2021	\$15,000	\$15,000

RESOLUTION NO. 09-2020

TAB 4

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

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

Section 1. The rates, fees and charges as set forth on the attached Exhibit "A" which is incorporated herein, are hereby adopted by this reference and new charges, fees, and rates will be effective May 12, 2020 unless otherwise noted within a specific item/section.

Section 2. Resolution 25-2019 is hereby amended to be consistent with this resolution.

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

Passed by the City Council of the City of Leavenworth and approved by the Mayor in an open public meeting on the 12th day of May, 2020.

APPROVED:



Carl J. Florea, Mayor

ATTEST:



Chantell R. Steiner, Finance Director/City Clerk

POOL FEES

Day-Use Fees

	PRSA resident	Non-PRSA resident
Under two (2) years of Age	No Fee	No Fee
General Admission (Two (2) years and up	\$5.00	\$7.00
Senior Citizen (all swims) *	\$3.00	\$5.00
Lap Swim/Water Exercise (non-senior)	\$5.00	\$7.00

Season Passes

Family Pass	\$165.00	\$210.00
Individual Pass	\$100.00	\$130.00
Senior Pass	\$60.00	\$75.00

*A Season pass includes access to open swim, lap swim and water exercise classes. Lessons are billed separately.

Swim Lessons

Class lessons	\$ 40.00/per student	\$45.00/per student
Private Lessons	\$60.00 per hour, up to two student's per hour fee	

Pool Rental (Must be outside regular pool hours)

Rental charge of \$125.00 plus \$17.50 per lifeguard, per hour. The number of lifeguards shall be determined by the pool manager or assistant pool manager.

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

Swim Teams

Swim Team Prep Fee.....	\$65.00/per person
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**LEAVENWORTH CIVIC CENTER
RENTAL AND DEPOSIT FEES
FOR CALENDAR YEARS 2020-2021**

2020 - 2021	Daily Rental	Daily Rental w/ tables / chairs / stage
Private Event		
Sunday – Thursday	\$850	\$1,150.00
Friday – Saturday	\$2,000.00	\$2,600.00
Ticketed Public Event		
Sunday – Thursday	\$575.00	\$850.00
Friday – Saturday	\$1,050.00	\$1,400.00
Non-Profit Free or “by donation Event		
Sunday – Thursday	\$425.00	\$575.00
Friday – Saturday	\$800.00	\$1,050.00
Refundable Deposit		
Damages / Keys / Cleaning Deposit	Up to 499 Attendees	\$1,250.00
	500 + Attendees	\$1,750.00

*Failure to return keys will result in additional \$250 fee.

Other fees and charges for services related to the Festhalle rental of equipment, chairs, tables, security, kitchen amenities, and janitorial services may apply and are defined within the Festhalle Rental Agreement. For a full list of other fees and information on Community Days please check the Festhalle website at: <http://www.leavenworthfesthalle.com/downloads-forms/>.

RESOLUTION NO. ~~XX25-20~~2019

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

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

Section 1. The rates, fees and charges as set forth on the attached Exhibit "A" which is incorporated herein, are hereby adopted by this reference and new charges, fees, and rates will be effective **January 1**, 2020 unless otherwise noted within a specific item/section.

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Section 2. Resolution ~~2519-2019~~ is hereby amended to be consistent with this resolution.

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

Passed by the City Council of the City of Leavenworth and approved by the Mayor in an open public meeting on the **10th** day of **December**, 202019.

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APPROVED:

~~Cheryl K. Farivar~~ Carl J. Florea, Mayor

ATTEST:

Chantell R. Steiner, Finance Director/City Clerk

POOL FEES

Day-Use Fees

	PRSA resident	Non-PRSA resident
Under two (2) years of Age	No Fee	No Fee
General Admission (Two (2) years and up	\$4.00 <u>\$5.00</u>	\$6.00 <u>\$7.00</u>
Senior Citizen (all swims) *	\$3.00	\$5.00
Lap Swim/Water Exercise (non-senior)	\$4.00 <u>\$5.00</u>	\$6.00 <u>\$7.00</u>

Season Passes

Family Pass	\$150.00 <u>\$165.00</u>	\$190.00 <u>\$210.00</u>
Individual Pass	\$90.00 <u>\$100.00</u>	\$120.00 <u>\$130.00</u>
Senior Pass	\$60.00	\$75.00

*A Season pass includes access to open swim, lap swim and water exercise classes. Lessons are billed separately.

Swim Lessons

Class lessons student	\$ 35.00 <u>40.00</u> /per student	\$ 40.00 <u>45.00</u> /per
Private Lessons	\$40.00 <u>\$60.00</u> per hour, <u>per-up to two student's per hour fee</u>	

Kayaks

~~Individual Kayak Session.....~~\$10.00/per person

Pool Rental (Must be outside regular pool hours)

Rental charge of ~~\$100.00~~\$125.00 plus ~~\$16.00~~\$17.50 per lifeguard, per hour. The number of lifeguards shall be determined by the pool manager or assistant pool manager.

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

Swim Teams

Swim Team Prep Fee.....~~\$60.00~~\$65.00/per person

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**LEAVENWORTH CIVIC CENTER
RENTAL AND DEPOSIT FEES
FOR CALENDAR YEARS ~~2019-2020~~2020-2021**

2019	Daily Rental	Daily Rental w/ tables / chairs / stage
Private Event		
Sunday—Thursday	\$825	\$1,100.00
Friday—Saturday	\$1,925.00	\$2,475.00
Ticketed Public Event		
Sunday—Thursday	\$550.00	\$825.00
Friday—Saturday	\$990.00	\$1,320.00
Non-Profit Free or "by donation Event		
Sunday—Thursday	\$410.00	\$550.00
Friday—Saturday	\$750.00	\$990.00
Refundable Deposit		
Damages / Keys / Cleaning Deposit	Up to 499 Attendees	\$1,250.00
	500 + Attendees	\$1,750.00

2020 - 2021	Daily Rental	Daily Rental w/ tables / chairs / stage
Private Event		
Sunday – Thursday	\$850	\$1,150.00
Friday – Saturday	\$2,000.00	\$2,600.00
Ticketed Public Event		
Sunday – Thursday	\$575.00	\$850.00
Friday – Saturday	\$1,050.00	\$1,400.00
Non-Profit Free or "by donation Event		
Sunday – Thursday	\$425.00	\$575.00
Friday – Saturday	\$800.00	\$1,050.00
Refundable Deposit		
Damages / Keys / Cleaning Deposit	Up to 499 Attendees	\$1,250.00
	500 + Attendees	\$1,750.00

*Failure to return keys will result in additional \$250 fee.

Other fees and charges for services related to the Festhalle rental of equipment, chairs, tables, security, kitchen amenities, and janitorial services may apply and are defined within the Festhalle Rental Agreement. For a full list of other fees and information on Community Days please check the Festhalle website at: <http://www.leavenworthfesthalle.com/downloads-forms/>.

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Leavenworth Pool Rate History

	PRSA Resident									
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Day Use Fees										
Under Two	-	-	-	-	-	-	-	-	-	-
General Admission Two & up	3.50	3.00	3.25	3.25	3.25	3.50	4.00	4.00	4.00	5.00
Senior	2.50	2.00	2.25	2.25	2.25	2.50	3.00	3.00	3.00	3.00
Lap Swim	3.00	3.00	3.25	3.25	3.25	3.50	4.00	4.00	4.00	5.00
Season Passes										
Family Pass	130.00	130.00	140.00	140.00	140.00	140.00	150.00	150.00	150.00	165.00
Individual Pass	75.00	75.00	80.00	80.00	80.00	80.00	90.00	90.00	90.00	100.00
Senior Pass	45.00	45.00	50.00	50.00	50.00	50.00	60.00	60.00	60.00	60.00
Swim Lessons										
Class Lessons/per student	27.00	30.00	30.00	30.00	30.00	30.00	35.00	35.00	35.00	40.00
Private Lessons	35.00	35.00	35.00	35.00	35.00	35.00	40.00	40.00	40.00	60.00
Kayaks	5.00	5.00	5.00	5.00	5.00	5.00	10.00	10.00	10.00	Removed

	Non-PRSA Resident									
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Day Use Fees										
Under Two	-	-	-	-	-	-	-	-	-	-
General Admission Two & up	4.50	5.00	5.25	5.25	5.25	5.50	6.00	6.00	6.00	7.00
Senior	3.50	4.00	4.25	4.25	4.25	4.50	5.00	5.00	5.00	5.00
Lap Swim	4.00	4.00	4.25	4.25	5.25	5.50	6.00	6.00	6.00	7.00
Season Passes										
Family Pass	160.00	160.00	170.00	170.00	170.00	170.00	190.00	190.00	190.00	210.00
Individual Pass	95.00	95.00	100.00	100.00	100.00	100.00	120.00	120.00	120.00	130.00
Senior Pass	55.00	55.00	60.00	60.00	60.00	60.00	75.00	75.00	75.00	75.00
Swim Lessons										
Class Lessons/per student	32.00	35.00	35.00	35.00	35.00	35.00	40.00	40.00	40.00	45.00
Private Lessons	35.00	35.00	35.00	35.00	35.00	35.00	40.00	40.00	40.00	60.00
Kayaks	5.00	5.00	5.00	5.00	5.00	5.00	10.00	10.00	10.00	Removed

Fund	BAS	EL	OB	Title	Budget Amount	YTD	Potential Season if Partial Opening	Year End Estimate if Partial Opening	Notes
176	308	10	01	Reserved Beginning Net Cash & Invest	220,131.00	220,131.24		220,131.24	
176	311	10	00	Real & Personal Property Taxes	166,000.00	60,000.00	100,000.00	160,000.00	
176	347	30	00	Pool Pass Ent. Fees	34,000.00	0.00	5,000.00	5,000.00	15%
176	347	30	00	Pool Concession Fees	2,000.00	0.00		0.00	
176	347	30	00	Pool Daily Ent. Fees	40,000.00	0.00		0.00	
176	347	30	00	Pool Rental Fees	1,000.00	0.00		0.00	
176	347	30	00	Pool Swim Lessons	15,000.00	0.00	5,000.00	5,000.00	33%
176	347	30	00	Pool Swim Special Lessons Rate	3,500.00	0.00		0.00	
176	347	30	00	Swim Team Rental	4,000.00	0.00		0.00	
176	361	11	17	Investment Interest	1,300.00	1,435.48	250.00	1,685.48	
176	367	11	01	Pool Donations	150.00	0.00		0.00	
176	369	10	00	Sale Of Surplus	0.00	0.00		0.00	
176	369	91	01	Miscellaneous Revenue	800.00	0.00		0.00	
176	381	10	99	Temp Int. Loan-Fm#001 Curr Exp.	0.00	0.00		0.00	
176	381	10	99	Interfund Loan - FM CE Multiyear	0.00	0.00		0.00	
176	397	76	00	Trans In-Fm #001 CE	0.00	0.00		0.00	
176	397	76	00	Trans In-Fm #104 LT	0.00	0.00		0.00	
176	576	20	10	Salaries & Wages	115,000.00	5,457.94	23,000.00	28,457.94	20%
176	576	20	20	Benefits	16,000.00	545.44	3,200.00	3,745.44	20%
176	576	20	31	Office & Operating Supplies	27,000.00	670.96	20,000.00	20,670.96	
176	576	20	31	Operating Supplies-Concessions	1,500.00	0.00		0.00	
176	576	20	31	Credit Card Service Charges	800.00	54.00	100.00	154.00	
176	576	20	35	Small Tool & Minor Equipment	500.00	0.00	500.00	500.00	May need to do small improvements
176	576	20	40	Other Interfund Svs & Chgs	3,598.00	1,799.00	-1,000.00	799.00	
176	576	20	40	External Taxes-Sales-B&O Taxes	8,000.00	0.00	1,600.00	1,600.00	20%
176	576	20	41	Professional Services	1,500.00	0.00	500.00	500.00	May need to do small improvements
176	576	20	41	Election Costs	0.00	0.00		0.00	
176	576	20	41	Comm. Needs Assessment Study					Includes extra \$10k from Pool (\$5K from City GF) for a total of \$25K for project
176	576	20	42	Comm-Phone/Postage/Fx	10,000.00	0.00	20,000.00	20,000.00	
176	576	20	43	Travel-Lodging/Meals/Mileage	1,200.00	1,007.64	1,050.00	2,057.64	FYI - Costs up due to Credit Card addition in 2019
176	576	20	44	Advertising	0.00	0.00		0.00	
176	576	20	44	Advertising	500.00	63.26		63.26	
176	576	20	46	Insurance	10,000.00	6,870.00	2,500.00	9,370.00	
176	576	20	47	Utilities	20,000.00	2,174.77	10,000.00	12,174.77	If heated starting in mid-June/July/August
176	576	20	48	Repairs & Maintenance					Manager wants to do small projects/painting, cleaning, etc
176	576	20	48	Repairs & Maintenance	5,000.00	0.00	5,000.00	5,000.00	
176	576	20	49	Misc-Reg/Dues/Subscriptions	500.00	0.00		0.00	
176	581	20	00	Interfund Loan Repay - To CE	20,348.00	0.00	20,348.00	20,348.00	
176	592	76	82	Interest On Interfund Loan	805.00	0.00	805.00	805.00	
176	594	76	63	Pool Lane Ropes	0.00	0.00		0.00	
176	594	76	63	Pool Equipment Replacement	5,000.00	0.00		0.00	
176	594	76	63	Pool Sand Filter Rebuild	0.00	0.00		0.00	

176	594	76	63	Chemical Remote Sensor	15,000.00	0.00		0.00	
176	594	76	63	Pool Heater Elements/Salt Cells	2,500.00	0.00		0.00	
176	594	76	63	Pool Resurface / Surge Tank Replacement	114,007.16	100,272.94	100,272.94	200,545.88	
176	508	80	01	Ending Fund Balance	109,122.84	162,650.77	-97,625.94	65,024.83	Positive Fund Balance Ending Potential - roughly 30% / Financial Policy requires 25%
								-44,098.01	Estimated Total Decrease to Operate Limited Schedule / this affects future projects that the Board has been building to save for such as shade options, a new slide, additional seating, etc.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LEAVENWORTH, WASHINGTON
AND GRAY & OSBORNE
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Leavenworth Washington, a Washington State municipal corporation ("City"), and **Gray & Osborne** a Washington Inc. ("Consultant") licensed to do business in Washington State.

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding On-call Engineering and Planning Services, 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

Gray & Osborne will provide on call engineering consultant, inspection, and plan review services, including, preliminary and final review of civil plans, stormwater plan review, water/sewer plan review, utility design, surveying, geotechnical investigation/review, studies and services, permitting, project management, project/site inspections, grant writing and grant management, GMA Comprehensive Plan work, and review and drafting of development standards and codes. A Project Addendum which includes a detailed Scope of Services will be provided by Gray & Osborne for each assigned project/plan review. The Project Addendum and scope of services shall include all services, duties, and tasks necessary to accomplish the project requested by the City and must be approved in advance of commencement of work on each project. The Project Addendum and scope of services shall provide an estimate of hours to accomplish each task with an estimated cost. All such services shall be provided in accordance with the standards of the Consultant's profession. Each Project Addendum and Scope of Services once approved shall be an amendment to this agreement.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

III.3 TERM. The term of this Agreement shall commence on **June 15, 2020** and shall terminate at midnight, **December 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 Public Entity, 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 Public Entity.

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 Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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**

The 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 Public Entity’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 at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as 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 Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form 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. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.
- e. **Other Insurance Provision**
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 Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.
- f. **Acceptability of Insurers**
Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- g. **Verification of Coverage**
The Consultant shall furnish the Public Entity 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 Agreement before commencement of the work.
- h. **Notice of Cancellation.**
The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

i. 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 Public Entity may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

j. 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 Agreement 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. The Consultant will use the following Subcontractors/Subconsultants:
BERK Consulting and PanGeo, Inc.

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 at the rates shown in Exhibit A, Gray & Osborne, Inc Fully Burdened Billing Rates. In no event shall the compensation paid to Consultant under this Agreement exceed the not-to-exceed amounts in any of the Project Addendums and scope of services without the written agreement of the Consultant and the City, excluding pass-through plan review fees. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work in each Project Addendum. In the event the City elects to expand the scope of services additional Project Addendums shall be provided.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

b. Public Records

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any

City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

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

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

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

**Gray & Osborne, Inc.
Mr. Mike Johnson, President
1130 Rainier Avenue South, Suite #300
Seattle, WA 98144**

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 June, 2020.

By: CITY OF LEAVENWORTH

By: GRAY & OSBORNE, INC.

Carl J. Florea, Mayor

Mike Johnson, President

Approved as to form:

Thomas H. Graafstra, City Attorney

EXHIBIT "A"

GRAY & OSBORNE, INC.

PROFESSIONAL ENGINEERING SERVICES CONTRACT FULLY BURDENED BILLING RATES* THROUGH JUNE 15, 2021**

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 50.00	to	\$135.00
Electrical Engineer	\$120.00	to	\$190.00
Structural Engineer	\$110.00	to	\$167.00
Environmental Technician/Specialist	\$ 83.00	to	\$138.00
Engineer-In-Training	\$ 85.00	to	\$135.00
Civil Engineer	\$ 93.00	to	\$140.00
Project Engineer	\$119.00	to	\$150.00
Project Manager	\$119.00	to	\$205.00
Principal-in-Charge	\$135.00	to	\$205.00
Resident Engineer	\$122.00	to	\$167.00
Field Inspector	\$ 81.00	to	\$150.00
Field Survey (2 Person)***	\$170.00	to	\$224.00
Field Survey (3 Person)***	\$265.00	to	\$306.00
Professional Land Surveyor	\$118.00	to	\$155.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.57 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

*** Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

PROJECT ADDENDUM NO. 1
GENERAL ENGINEERING & PLANNING SERVICES
2020 - 2021

In accordance with the Professional Services Agreement between the City of Leavenworth (City) and Gray & Osborne, Inc. (Consultant), executed on _____, 2020, the following work shall be performed on an as needed basis and upon request of the City:

1. **Day to Day Engineering Support** – From time to time, the City may request engineering support and services in regards to public works development, operations, and maintenance.
2. **Construction Inspection Services** – The City may request full-time or part-time resident inspector services and accompanying documentation for City construction projects.
3. **Surveying Services** – The City may request the Consultant to perform boundary surveys, property research, or topographical surveys on an as needed basis.
4. **Geotechnical Investigation/Review** – The City may request the Consultant and/or sub-consultants to perform geotechnical investigations and review.
5. **Review of Consultant Reports** – The City may request a review of third party consultant engineering and technical reports which are produced in association with proposed development.
6. **Permitting** – The City may request the Consultant to assist with the preparation and submittal of permits.
7. **GMA Comprehensive Plan Work**- The City may request the Consultant and/or sub-consultant to provide input or review of the Growth Management Act Comprehensive Plan. \
8. **Development Standards** - The City may request the Consultant to review and update the City's Development Standards.
9. **Code Review** - The City may request the Consultant to review the City's Municipal Code and provide input in regard to developer requirements.
10. **Regulatory Compliance** – The City may request engineering assistance in regard to regulatory directives or inquiries, monthly reports, or compliance issues.
11. **Engineering Support for Utility Rates and GFCs** – The City may request engineering support for analysis or adjustment of Utility Rates or GFCs.

All of the work described above will be performed by request of the City. Gray & Osborne shall assign a five digit job number for all work to be performed under Project Addendum No. 1. Each task under Addendum No. 1 shall be identified by a two digit extension of the job number (e.g., 20XXX.00, 20XXX.01, etc.) and will be billed on separate invoices identified with the job number and extension.

Gray & Osborne will provide attendance at City Council Meetings as requested, Grant and Loan Application assistance, phone calls, and administrative support (as described in Exhibit "A") to the City free of charge during the duration of this contract.

The not-to-exceed cost of these services will be \$15,000. If necessary, the City shall consider an amendment to this contract limit at such a time it is warranted.

Additional Engineering tasks outside of the scope of Addendum No. 1, may be requested on an as needed basis. Upon such a request the Consultant will provide the City with a scope and cost for such services, which will be authorized under subsequent Addenda to the Consultant Services Contract.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

GRAY & OSBORNE, INC.

CITY OF LEAVENWORTH

By: _____
(Signature)

By: _____
(Signature)

Name: Michael B. Johnson, P.E., President
GRAY & OSBORNE, INC.

Name: Carl J. Florea, Mayor
(Print)

Date: _____

Date: _____

"Equal Opportunity/Affirmative Action Employer"

**PROJECT ADDENDUM NO. 2
DEVELOPMENT REVIEW SERVICES**

In accordance with the Professional Services Agreement between the City of Leavenworth (City) and Gray & Osborne, Inc. (Consultant), executed on _____, 2020, the following work shall be performed on an as needed basis and upon request of the City:

1. **Development Plan Review** – The City may request the Consultant to provide engineering services for the review of developer extensions, plats, and proposals. The review may include preliminary and final review of civil, stormwater, water, sewer, and utility plans. Activities may include pre-application meetings, plat and plan review, written comments, and engineering support.

2. **Construction/Site Inspection Services** – The City may request full-time or part-time resident inspector services and accompanying documentation for developer provided improvements and project/site inspections.

All of the work described above will be performed by request of the City. Gray & Osborne shall assign a five digit job number for all work to be performed under Project Addendum No. 2. Each task under Addendum No. 2 shall be identified by a two digit extension of the job number (e.g., 20XXX.00, 20XXX.01, etc.) and will be billed on separate invoices identified with the job number and extension.

The cost of these services will be at the rates in the Professional Services Agreement. These fees shall be pass-through to the developer.

Additional Engineering tasks outside of the scope of Addendum No. 2, may be requested on an as needed basis. Upon such a request the Consultant will provide the City with a scope and cost for such services, which will be authorized under subsequent Addenda to the Consultant Services Contract.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

GRAY & OSBORNE, INC.

CITY OF LEAVENWORTH

By: _____
(Signature)

By: _____
(Signature)

Name: Michael B. Johnson, P.E., President
GRAY & OSBORNE, INC.

Name: Carl J. Florea, Mayor
(Print)

Date: _____

Date: _____

RESOLUTION NO 13-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEAVENWORTH TO SUSPEND CERTAIN REQUIREMENTS OF THE SPECIAL USE PERMIT AND OLD WORLD BAVARIAN ALPINE THEME STANDARDS TO ACCOMMODATE STATE IMPOSED RESTRICTIONS ON RETAIL AND RESTAURANT ESTABLISHMENTS TO PREVENT AND LIMIT COVID-19 UNTIL CHELAN COUNTY ENTERS PHASE 3 OF THE STATE REOPENING PLAN OR ITS EQUIVALENT AS HEREINAFTER MODIFIED BY GOVERNOR PROLAMATION.

WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and

WHEREAS, on January 31, 2020, the United States Department of Public Health and Human Services Secretary, Alex Azar, declared a public emergency for the novel coronavirus (COVID-19) beginning on January 27, 2020; and

WHEREAS, on February 29, 2020, Governor Jay Inslee signed a Proclamation declaring a state of emergency exists in all counties in the state of Washington due to the number of confirmed cases of COVID-19 in the state and directed that the plans and procedures of the Washington State Comprehensive Emergency Plan be implemented; and

WHEREAS, on March 19, 2020, Mayor Carl J. Florea declared herein an emergency for the City of Leavenworth due to the anticipated spread of COVID-19; and

WHEREAS, on March 24, 2020 the Leavenworth City Council approved Resolution 06-2020 ratifying the Mayor's proclamation of March 16, 2020; and

WHEREAS, Governor Proclamation 20-25.4 sets out a safe start phased reopening plan of Washington counties; and

WHEREAS, Chelan County is expected to enter phase 2 in June 2020; and

WHEREAS, Phase 2 of the reopening loosens certain restrictions on restaurant and retail establishments including allowing outdoor seating of restaurants at 50% capacity and curbside retail pickups; and

WHEREAS, certain Leavenworth code provisions provide restrictions on sidewalk use and signage; and

WHEREAS, COVID-19 and the long-term social distancing has caused an extraordinary economic burden on local businesses.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEAVENWORTH, WASHINGTON TO SUSPEND DURING PHASE 2 OF THE STATE REOPENING PLAN, THE FOLLOWING REQUIREMENTS:

SECTION 1. All fees, as established by resolution 25-2019, or as amended hereafter, for Special Use Permits for sidewalk and street use issued in commercial zones.

SECTION 2. All other requirements for a Special Use Permit in commercial zones will apply but applicants will not have to comply with the Old World Bavarian Alpine Theme Standards as established in 14.08.

SECTION 3. LMC 14.10.010(a) is suspended as it applies to signs less than four square feet in commercial zones.

APPROVED AND ADOPTED this 9th day of June, 2020.

APPROVED:

Carl J. Florea, Mayor

APPROVED AS TO FORM:

ATTEST:

Thom H. Graafstra, City Attorney

Chantell Steiner, Finance Director/City Clerk

June 3, 2020

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

RE: Bid Award Recommendation for South Interceptor Replacement Project

Dear Mayor and City Council,

Bids were opened on May 22, 2020 at 1:00 PM for the South Interceptor Replacement Project. Three (3) bids were received and reviewed. A detailed bid tabulation of the bids is attached. The low bidder is Clackamas Construction of Boring OR in the total amount of \$1,187,291.63 including sales tax.

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. We therefore recommend award of the contract to the low bidder, Clackamas Construction, contingent on RD concurrence. Required post-bid documents have been provided to RD for their concurrence which should be obtained prior to the June 9th council meeting.

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

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

Sincerely,

VARELA & ASSOCIATES, INC.

Jeff S. Moran

Jeff S. Moran, Project Engineer

CITY OF LEAVENWORTH
 Collection System Improvements - South Interceptor
 TABULATION OF BIDS RECEIVED:
 May 20, 2020
 LEAVENWORTH CITY HALL

I HEREBY CERTIFY THAT THIS TABULATION IS A TRUE
 AND ACCURATE RECORD OF BIDS RECEIVED AND READ
 AT THE TIME AND PLACE INDICATED.
 BY: Jeff Moran, Project Engineer

Jeff S. Moran

Section	Item	Description (Bid Item)	ESTIMATED QUANTITY		ENGINEER'S ESTIMATE		Clackamas Construction PO Box 279 Boring, OR 97009		J&K Earthworks 5593 Nature Shores Drive Rock Island, WA 98850		ProGrade Enterprises 2141 Railroad St. Easton, WA 98925	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
01 01 00	SPECIAL REQUIREMENTS											
	(1)	Minor Change	20000	EA	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00
	(2)	SWPP/SPP Plan	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 7,000.00	\$ 7,000.00	\$ 500.00	\$ 500.00	\$ 3,850.00	\$ 3,850.00
	(3)	Protect/Replace Existing Stormwater Facilities - 8th/Main	1	EA	\$ 20,000.00	\$ 20,000.00	\$ 7,200.00	\$ 7,200.00	\$ 13,500.00	\$ 13,500.00	\$ 68,000.00	\$ 68,000.00
	(4)	Protect/Replace Existing Stormwater Facilities - WWTP	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 12,200.00	\$ 12,200.00	\$ 10,500.00	\$ 10,500.00	\$ 68,000.00	\$ 68,000.00
	(5)	Landscape and Surface Restoration - Post Hotel	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
	(6)	Landscape and Surface Restoration - Garten Haus	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00	\$ 42,000.00	\$ 42,000.00	\$ 16,000.00	\$ 16,000.00
	(7)	Restoration of Hospital Parking Lot	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
	(8)	Bypass Pumping	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 71,627.00	\$ 71,627.00	\$ 32,000.00	\$ 32,000.00	\$ 135,000.00	\$ 135,000.00
	(9)	Temporary Sewer Service - Hospital, Radify Leavenworth, Garten Haus Apartments	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 42,000.00	\$ 42,000.00	\$ 12,500.00	\$ 12,500.00	\$ 78,000.00	\$ 78,000.00
01 10 00	GENERAL REQUIREMENTS											
	(10)	Construction Staking	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 10,820.00	\$ 10,820.00	\$ 12,000.00	\$ 12,000.00	\$ 16,000.00	\$ 16,000.00
	(11)	Record Drawings	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 32,500.00	\$ 32,500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,100.00	\$ 3,100.00
	(12)	Existing Monuments and Survey Markers	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 4,900.00	\$ 4,900.00	\$ 2,000.00	\$ 2,000.00	\$ 15,000.00	\$ 15,000.00
	(13)	Traffic Maintenance, Control and Safety	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 30,122.00	\$ 30,122.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00
01 30 00	MOBILIZATION AND ADMINISTRATION											
	(14)	Mobilization and Administration (max 8% of total bid)	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 87,000.00	\$ 87,000.00	\$ 125,000.00	\$ 125,000.00	\$ 85,000.00	\$ 85,000.00
01 57 13	EROSION CONTROL FENCING											
	(15)	Erosion Control Fence	1,000	LF	\$ 10.00	\$ 10,000.00	\$ 4.10	\$ 4,100.00	\$ 7.00	\$ 7,000.00	\$ 6.00	\$ 6,000.00
03 40 00	MANHOLES, WET WELLS AND DRY WELLS											
	(16)	Standard Manhole 48-inch Dia.	9	EA	\$ 5,000.00	\$ 45,000.00	\$ 5,249.00	\$ 47,241.00	\$ 10,500.00	\$ 94,500.00	\$ 13,000.00	\$ 117,000.00
	(17)	Extra Depth Manhole 48-inch Dia.	28	VF	\$ 250.00	\$ 7,000.00	\$ 363.00	\$ 10,164.00	\$ 700.00	\$ 19,600.00	\$ 740.00	\$ 20,720.00
	(18)	Shallow Manhole 48-inch Dia.	3	EA	\$ 3,500.00	\$ 10,500.00	\$ 4,915.00	\$ 14,745.00	\$ 8,500.00	\$ 25,500.00	\$ 7,900.00	\$ 23,700.00
	(19)	Standard Manhole 72-inch Dia.	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 8,585.00	\$ 8,585.00	\$ 17,000.00	\$ 17,000.00	\$ 23,000.00	\$ 23,000.00
31 00 00	EARTHWORK											
	(20)	Clearing/Grubbing/Stripping	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 37,250.00	\$ 37,250.00	\$ 28,000.00	\$ 28,000.00	\$ 291,000.00	\$ 291,000.00
31 23 00	TRENCH EXCAVATION, BACKFILL AND COMPACTION											
	(21)	Furnish Imported Pipe Bedding	1,335	LF	\$ 15.00	\$ 20,025.00	\$ 14.50	\$ 19,357.50	\$ 49.00	\$ 65,415.00	\$ 0.10	\$ 133.50
	(22)	Trench Excavation Safety System	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 32,280.00	\$ 32,280.00	\$ 90,000.00	\$ 90,000.00	\$ 7,800.00	\$ 7,800.00
32 10 00	SURFACE IMPROVEMENTS AND RESTORATION											
	(23)	HMA Pavement Placement (2-inch Commercial HMA over 6-inch CSTC)	600	SY	\$ 50.00	\$ 30,000.00	\$ 64.00	\$ 38,400.00	\$ 45.00	\$ 27,000.00	\$ 24.00	\$ 14,400.00
	(24)	Concrete Curb and Gutter Removal	30	LF	\$ 25.00	\$ 750.00	\$ 22.50	\$ 675.00	\$ 20.00	\$ 600.00	\$ 28.00	\$ 840.00
	(25)	Concrete Curb and Gutter Placement	30	LF	\$ 100.00	\$ 3,000.00	\$ 84.00	\$ 2,520.00	\$ 70.00	\$ 2,100.00	\$ 13.00	\$ 390.00
	(26)	Gravel Surface Placement	750	SY	\$ 15.00	\$ 11,250.00	\$ 32.60	\$ 24,450.00	\$ 28.00	\$ 21,000.00	\$ 12.00	\$ 9,000.00
32 90 00	LANDSCAPE RESTORATION											
	(27)	Cover Crop Seeding	5,800	SY	\$ 3.75	\$ 21,750.00	\$ 0.60	\$ 3,480.00	\$ 1.00	\$ 5,800.00	\$ 0.80	\$ 4,640.00
	(28)	Slope Stabilization Blanket	1,750	SY	\$ 15.00	\$ 26,250.00	\$ 3.40	\$ 5,950.00	\$ 3.00	\$ 5,250.00	\$ 6.00	\$ 10,500.00
33 01 30	PIPE BURSTING											
	(29)	18" Dia. FPVC Replacement Pipe	1,163	LF	\$ 350.00	\$ 407,050.00	\$ 221.00	\$ 257,023.00	\$ 495.00	\$ 575,685.00	\$ 520.00	\$ 604,760.00
	(30)	4-inch or 6-inch Sewer Saddle	10	EA	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 7,500.00	\$ 75,000.00	\$ 390.00	\$ 3,900.00
	(31)	Reconnect 4-inch or 6-inch Service	10	EA	\$ 5,000.00	\$ 50,000.00	\$ 570.00	\$ 5,700.00	\$ 4,500.00	\$ 45,000.00	\$ 17,000.00	\$ 170,000.00
33 01 30	WASTEWATER PIPELINES											
	(32)	18-inch Dia. PVC Wastewater Pipeline	1,010	LF	\$ 150.00	\$ 151,500.00	\$ 123.30	\$ 124,533.00	\$ 245.00	\$ 247,450.00	\$ 230.00	\$ 232,300.00
	(33)	21-inch Dia. PVC Wastewater Pipeline	60	LF	\$ 170.00	\$ 10,200.00	\$ 275.00	\$ 16,500.00	\$ 245.00	\$ 14,700.00	\$ 450.00	\$ 27,000.00
	(34)	8-inch Dia. PVC Wastewater Pipeline	90	LF	\$ 100.00	\$ 9,000.00	\$ 149.25	\$ 13,432.50	\$ 180.00	\$ 16,200.00	\$ 130.00	\$ 11,700.00
	(35)	6-inch Dia. PVC Wastewater Pipeline	175	LF	\$ 50.00	\$ 8,750.00	\$ 87.00	\$ 15,225.00	\$ 115.00	\$ 20,125.00	\$ 77.00	\$ 13,475.00
	(36)	4-inch or 6-inch Service Tee	6	EA	\$ 500.00	\$ 3,000.00	\$ 1,025.00	\$ 6,150.00	\$ 3,700.00	\$ 22,200.00	\$ 930.00	\$ 5,580.00
	(37)	Reconnect Existing 4-inch or 6-inch Side Sewers	6	EA	\$ 800.00	\$ 4,800.00	\$ 1,083.00	\$ 6,498.00	\$ 2,850.00	\$ 17,100.00	\$ 17,000.00	\$ 102,000.00
	(38)	6-inch PVC Cleanout	5	EA	\$ 500.00	\$ 2,500.00	\$ 330.00	\$ 1,650.00	\$ 1,500.00	\$ 7,500.00	\$ 670.00	\$ 3,350.00
					SUBTOTAL		\$ 1,203,825.00	\$ 1,094,278.00	\$ 1,795,725.00	\$ 2,291,138.50		
					SALES TAX (8.5%)		\$ 102,325.13	\$ 93,013.63	\$ 152,636.63	\$ 194,746.77		
					TOTAL BID AMOUNT		\$ 1,306,150.13	\$ 1,187,291.63	\$ 1,948,361.63	\$ 2,485,885.27		

* Denotes incorrect amount on bid form

LEAVENWORTH CITY COUNCIL
Study Session Agenda
City Hall - Council Chambers
June 9, 2020 8:30 – 10:30 AM

8:30 – 8:40 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.

8:40 – 9:00 Update on Osborn School Property – Decision Due by September 30, 2020

The Cascade School District has declared the Osborn Elementary School Property surplus and consequently, the property may become available for sale. The Superintendent and her Board are taking necessary steps to determine if the parcel will be disposed or retained as District property. The District has completed an appraisal and the public input process, which is required for public disposition of the parcel. The District is expected to decide whether to dispose or to retain the property by the end of June.

Per the Cascade School District-City MOU dated July 25, 2016, if the District decides to dispose the property, the City has until September 30, 2020 to exercise the option to purchase. If the District decides to retain ownership, it will compensate the City the sum of one half of the cost to rebuild the skate park up to a maximum of \$100,000.

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

- Survey of Boundary Line Adjustment
- Memorandum of Understanding – Original
- Memorandum of Understanding - Amendment

9:00 – 9:10 Transportation Element Update / Budget

This time is provided to discuss the Transportation Element update contract with Fehr & Peers. The update is identified as the highest priority project on the 2020 Docket. The project has been delayed due to limitations on government actions during the COVID-19 Stay Home order. Those limitations have not yet been extended to the Safe Start order.

The objectives of this project are to incorporate the 2018 Parking Study, the US 2 Upper Wenatchee Valley Corridor Study, 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 work will be done directly with the Planning Commission, which will provide oversight and input throughout the process with staff support. The Request for Qualifications estimated a budget of \$60-75,000 for this project. This contract will come before the City Council at the June 23, 2020 meeting with expectation to commit to a funding limit.

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

- Draft Professional Services Agreement with Fehr & Peers
- Scope of Work for Transportation Element Update

9:10 – 9:20 Annual Council Retreat Meeting Topics & Date

Historically, the Mayor, City Council, and management team have held an annual meeting or retreat to prepare the framework for the biennial budget and review priorities in non-budget years. In 2020, this meeting has an added purpose as the elected leadership of the City has to grapple with the effects of the COVID-19 pandemic and its impact on City revenues. In addition, to budget matters, said retreat may also focus on a few other important topics as follows:

- Lodging Tax Funding
- Setting Priorities for the FY 2021 and FY 2022
- Development and Capital Improvements Updates and Priorities
- Garbage Utility Rate Study and Rate Setting

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

9:20 - 10:00 Discussion on Protocol for Mayor and City Council Public Communications

City Council members have requested a discussion on how to differentiate communications from the Mayor's Office and those from the City Council. MRSC describes the Mayor-Council form of government as that consisting of an elected Mayor who serves as the City's Chief Administrative Officer, and a Council, which serves as the municipality's legislative body. The Council has the authority to formulate and adopt city policies and the Mayor is responsible for carrying them out. The Mayor attends and presides over City Council meetings but does not vote, except in the case of a tie. The two offices or branches are thus connected, but independent of each other. For this reason, the Mayor and Council wish to discuss administrative protocols that will ensure that communications from each branch are clearly delineated and understood by the public.

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

10:00 – 10:30 Emergency Management Overview / Wildfire Planning - Kent Sisson, Rich Magnussen, and Stan Smoke

This time is being provided for representatives from Chelan County Emergency Management (CCEM) to discuss with the Council how emergencies, disasters, or other major incidents are handled through a cooperative agreement with the County and City. Representatives will give a general overview of services provided by CCEM and will answer questions from the Council. They are specifically prepared to discuss wildfires and how past practices have been established when fires occur in and around the City of Leavenworth.

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

SKATEBOARD PARK MEMORANDUM OF UNDERSTANDING

This Skateboard Park Memorandum of Understanding ("MOU") is made this 25th day of July, 2016 between the City of Leavenworth, Washington, a Washington municipal corporation ("City") and Cascade School District No. 228, a Washington school district ("School District"), sometimes collectively referred to as the "Parties".

Recitals

- A. The City and the School District are parties to an existing Interlocal Agreement ("ILA") relating to a skateboard park. A true copy of said ILA is attached to this MOU as Attachment A.
- B. The skateboard park is built on the School District's high school site.
- C. The skateboard park was built using monies from the Washington State Recreation and Conservation Office ("RCO"). The grant requires that the improvements be maintained for use for 25 years from 2000 through the year 2025.
- D. The School District desires to build a new high school on the high school site which will require the demolition of the skateboard park.
- E. The School District owns property and improvements called Osborn Elementary School (the "Property"). The School District intends to cease operation of said school within the next three (3) years and to re-develop in part, and potentially surplus in part, the Property. The legal description for the Property is attached to this MOU as Attachment B. Based on the School District's current plans, the portions of the Property to be retained and to be potentially declared surplus are depicted on Attachment C (the portion that may be declared surplus, shall hereafter be referred to as the "SP Portion").
- F. The City and the School District have mutually negotiated the terms under which the ILA will be terminated. Those terms are set out and agreed to in this MOU. This MOU between the Parties is an interlocal agreement within the meaning of Chapter 39.34 of the Revised Code of Washington (the Interlocal Cooperation Act), and shall be electronically posted or recorded with the County Auditor as required RCW 39.34.040.

Now, therefore, the City and the School District agree as follows:

1. Termination of ILA. The Parties agree that the ILA is terminated, effective immediately. The City shall be solely responsible for entering an agreement with RCO and for all costs and expense associated therewith to fulfill the obligations of the City associated with the original RCO grant that resulted in the skateboard park on School District property. The City hereby agrees to indemnify, defend and hold the School District harmless from any and all claims, of any kind or nature, arising from or related to the termination of the ILA, the City's RCO obligations, and the demolition of the skateboard park as set forth in Section 3, below.

2. Processing of Permits. Consistent with applicable law, the City agrees to process the School District's applications for permits for the high school site in regular course and the City will not interpose or raise the ILA or its provisions as an objection to delay, hinder or withhold permits for the high school site.

3. Demolition of Skateboard Park. Upon issuance of necessary permits from the City, the School District will demolish and remove the skateboard park from the high school site. The School District shall bear all costs of said demolition and removal. If there is any salvage value associated with the skateboard park improvements, the School District shall be entitled to the salvage value. This MOU shall constitute and be deemed the City's bill of sale of said improvements to the School District, without warranty of title, merchantability or otherwise, provided however that the City warrants that this transfer of title shall be free and clear of any claim or demand of the RCO. Said improvements are conveyed to the School District "as is, where is, with all faults."

4. Option Agreement. The City is hereby granted an option to purchase the SP Portion, on the terms and conditions set forth in this Section 4 (the "Option").

A. If the School District decides that the Property is no longer needed or necessary for School District purposes and declares the SP Portion surplus to the needs of the School District, then the City shall have sixty (60) days after the decision to surplus the SP Portion to exercise the Option by delivering written notice to the School District.

B. Following receipt of the notice from the City exercising the Option, the School District shall undertake the steps necessary so that the SP Portion is recognized as a legal lot of record. Consistent with applicable law, the City shall cooperate in the steps necessary to establish the SP Portion as a legal lot of record. The Parties acknowledge that the Property is comprised of several lots associated with an older subdivision and that resurrection of some or all of these lot boundaries, combined with a boundary line adjustment, may likely be the most expedient means in which to establish the SP Portion as a legal lot of record.

C. Following the establishment of the SP Portion as a legal lot of record as set forth above, the School District shall update an existing appraisal obtained by the School District for the entire property performed by Pacific Appraisal Associates. The update shall appraise the SP Portion as a separate parcel of property and be delivered to the Parties. The costs of the update shall be paid by the City. The update prepared by Pacific Appraisal shall be binding on the Parties for purposes of establishing the "base purchase price", unless the value of the property has declined since the original appraisal and the School District objects to said update within fifteen (15) days of its delivery to the Parties. In the event of an objection, the Parties shall meet and confer in good faith to establish the purchase price.

D. The purchase price for the SP Portion shall be the base purchase price minus one-half of the cost to rebuild the skate park up to a maximum of One Hundred Thousand and NO/100 Dollars (\$100,000), and shall be paid in cash by the City at closing.

E. Upon satisfaction of the conditions set forth in subparagraphs A, B and C, above, the School District shall open up an escrow at a title company doing business in Chelan County, Washington. The School District shall deposit a counterpart hereof with the escrow agent and this Section 4 shall serve as the agent's escrow instructions. The escrow agent may attach its standard conditions of acceptance to such counterpart, but if its conditions are inconsistent or in conflict with the terms and conditions hereof, those contained herein shall control.

F. The City shall obtain its own title insurance. The School District is not responsible for providing or paying for title insurance. Title to the SP Portion shall be conveyed by statutory warranty deed, subject to restrictions, conditions, easements and matters apparent on the property or of record. The City and the School District shall each pay one-half of the escrow agent's closing fee and the City shall be responsible for the costs to record the statutory warranty deed and to process the real estate excise tax affidavit. The statutory warranty deed and real estate excise tax affidavit shall be prepared by the School District.

G. If the School District decides not to surplus the SP Portion by June 30, 2019, or if an intergovernmental disposition of property agreement is not entered by the Parties on or before August 31, 2019, or if the City does not timely exercise its Option, then the Option set forth herein shall terminate and be of no further force or effect between the Parties, and the School District shall pay the City the sum of one-half of the cost to rebuild the skate park up to a maximum of One Hundred Thousand and NO/100 Dollars (\$100,000) on or before September 30, 2019, in total satisfaction of all obligations arising under this MOU.

H. At the election of the School District, the School District may propose an intergovernmental disposition of property consistent with Chapter 39.33 of the Revised Code of Washington. If acceptable to the City, then all the terms and conditions associated with the appraisal update, price, terms, timing and closing shall be the same as this Section 4.

I. If the Parties decide to record a Memorandum of Option Agreement, it shall be in a form agreed upon by the City and the School District. In the event the Option terminates as set forth in subparagraph G, above, then the City expressly grants and consents to the School District recording a termination of the Option Agreement without the signature of the City, and said termination shall be binding on the Parties. Furthermore, the City agrees to sign any and all documents reasonably requested of the School District to clear title, if necessary, if the Option is not exercised.

5. Enforcement. The City and the School District agree that venue and jurisdiction for the enforcement of this MOU shall be in the Superior Court of the State of Washington, Chelan County.

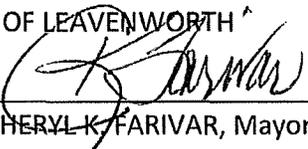
6. Complete Agreement. This MOU constitutes the complete agreement between the parties concerning the subject matter of this MOU.

7. Amendment. This MOU only may be amended in writing by an amendment signed by authorized representatives of the City and the School District.

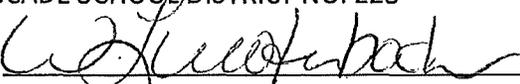
8. Counterparts. This MOU may be signed in counterparts and shall be effective when a counterpart is signed both by the City and the School District.

9. Effective Date. This MOU shall become effective when authorized by the Board of the School District and the Council of the City and it is signed by duly authorized representatives of both and electronically posted or recorded as set forth in the Recitals.

Dated: 8/9/2016

CITY OF LEAVENWORTH
By: 
CHERYL K. FARIVAR, Mayor

Dated: 7-25-16

CASCADE SCHOOL DISTRICT NO. 228
By: 
BILL MOTSENBOCKER, Superintendent

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF LEAVENWORTH AND THE CASCADE SCHOOL DISTRICT
FOR THE OPERATION OF A SKATEBOARD/IN-LINE SKATE FACILITY
AT
CASCADE HIGH SCHOOL**

This Agreement is entered into this 15th day of August, 2000, between the City of Leavenworth, hereinafter referred to as "CITY" and the Cascade School District, hereinafter referred to as "DISTRICT."

The purpose of this agreement is to establish a skate park for the use of CITY and DISTRICT residents as outlined in the CITY's 1997 Parks and Recreation Comprehensive Plan. This agreement shall be filed with the County Auditor as required under RCW 39.34.040.

CITY and DISTRICT hereby agree to the use of property, as defined in Attachment A, at Cascade High School as a skateboard/in-line skate facility for a period of twenty five (25) years, with an option to extend the agreement for additional one (1) year periods.

TERMS AND CONDITIONS

I. DISTRICT Agrees:

- A. To allow the designated area at Cascade High School to be used by CITY for a twenty five (25) year period from the date of signature on this agreement, with an option for renewal for subsequent one (1) year periods based upon approval of the DISTRICT, for use by members of the public for the purposes of outdoor recreation without the charging of a fee of any kind therefore by CITY. Such option for renewal will be presented to DISTRICT by CITY within 60 days of expiration of the initial 25-year period and annually thereafter.
- B. To establish a schedule agreed upon between DISTRICT and CITY for the opening of the facility in the morning and the closing of the facility in the evening.
- C. To evaluate CITY activity at DISTRICT's discretion and direct CITY to correct any conditions which may be unsatisfactory and in need of change or correction by CITY.
- D. To require the area to be cleaned to the satisfaction of the Cascade High School Principal or his/her designee.
- E. To allow CITY freedom of design in the skate park facility upon the condition that said design complies with industry standards and is constructed by or under the supervision of skilled tradesmen within the property as defined in Attachment A.
- F. To allow CITY to terminate this agreement upon sixty days written notice, without penalty, prior to the expiration of this agreement, and upon removal of the area constructed for skateboard/in-line skating use, insofar as is possible.

II. CITY Agrees:

- A. That the design of the skateboard park will be to recognized industry standards and will provide documentation indicating such compliance prior to construction and again prior to opening of the facility.
- B. To consult with DISTRICT on any proposed changes or additions to the skating area.
- C. That all construction will be completed or supervised by qualified individuals.
- D. To notify the DISTRICT within 72 hours of any known accident or injury.
- E. To present for DISTRICT approval a maintenance checklist for the skate park. The skate park will be inspected by CITY, at a minimum, every three (3) days from April through November in accordance with the checklist, and checklist provided to DISTRICT upon request.
- F. To perform necessary maintenance of skating area and apparatus including the correction of any issues identified in accordance with Section I(C) of this agreement.
- G. To provide necessary cleanup and graffiti removal at least every three (3) days from April through November, or as required by DISTRICT in accordance with Section I(D) of this agreement.
- H. To recommend that helmets, knee and elbow pads, and wrist guards be used.
- I. To provide and post signs containing the following information:
 - 1. That the park is maintained and operated by CITY;
 - 2. The phone number for a CITY representative;
 - 3. An itemization of the Park rules that shall state the following:
 - a. This Park is not supervised;
 - b. The use of protective equipment, including helmets, knee and elbow pads, and wrist guards, is recommended;
 - c. Bicycles or BMX's are not permitted;
 - d. Be respectful of other Park users; moderate your language; keep music volume down; use trash containers provided;
 - e. Skate respectfully;
 - f. All spectators must stay off ramps;
 - g. Skate Park hours are from "_____ to _____" (actual times will be determined as outlined under Section I(B));
 - h. This is property of the Cascade School District and the use of tobacco and/or alcohol are prohibited;
 - i. This is property of the Cascade School District weapons of any kind are prohibited;

- j. Students of the Cascade School District may not use the park during class hours.
- J. Signs shall be constructed with a standard equal to or greater than standards set by the CITY. No free hand or spray painted "homemade" signs will be allowed.
- K. CITY agrees to indemnify and hold harmless from occurrences, DISTRICT, its appointed and elected officials and employees while acting within the scope of their duties, from and against all claims, demands, loss, liability of any kind or character, including cost of defense, arising out of or in any way connected with CITY's use and/or design of the skate park. CITY is required to maintain liability insurance at the levels set by the state for municipalities and to provide a copy of said insurance, to the DISTRICT prior to construction of the skate park.
- L. Construction, maintenance and operating costs shall be the responsibility of the CITY and may include a combination of CITY funds, government grants, and private donations.
- M. CITY agrees to return the property described in Attachment A to a condition similar to the state in which it is described in Attachment A in terms of grade and landscaping at the termination of the agreement.

III. ENFORCEMENT OF PARK RULES

Both CITY and DISTRICT agree that either party may enforce the hours and rules of the Park.

IV. TERMINATION FOR CAUSE

Should DISTRICT determine that the terms and conditions of this Agreement are being breached, it may notify CITY that it shall cure the breach within seven (7) days or DISTRICT may terminate said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first herein above written.

CASCADE SCHOOL DISTRICT

CITY OF LEAVENWORTH

Howard Cook
Signature

William J. Bauer
Signature

Howard Cook
Name (printed)

William J. Bauer
Name (printed)

Superintendent
Title

Mayor
Title

ATTEST:

ATTEST:

Kathy Leal
Signature

Beryl A. Ham
Signature

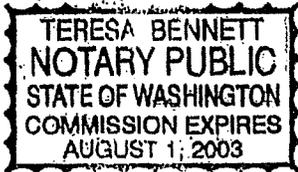
Executive Secretary
Title

Clerk/Treasurer
Title

STATE OF WASHINGTON)
) ss.
County of Chelan)

I certify that I know or have satisfactory evidence that William J. Bauer
and Cheryl A. Grant are the persons who appeared before me, and said persons
acknowledged that they signed this instrument, on oath stated that they were authorized to execute
the instrument and acknowledged it as the Agreement
_____ of the City of Leavenworth to be the free and voluntary act of such party for the
uses and purposes mentioned in this instrument.

DATED this 18th day of August, 2000.



Teresa Bennett
(Signature)

Teresa Bennett
(Printed or typed name)
NOTARY PUBLIC, State of Washington
My Commission Expires 8-1-2003

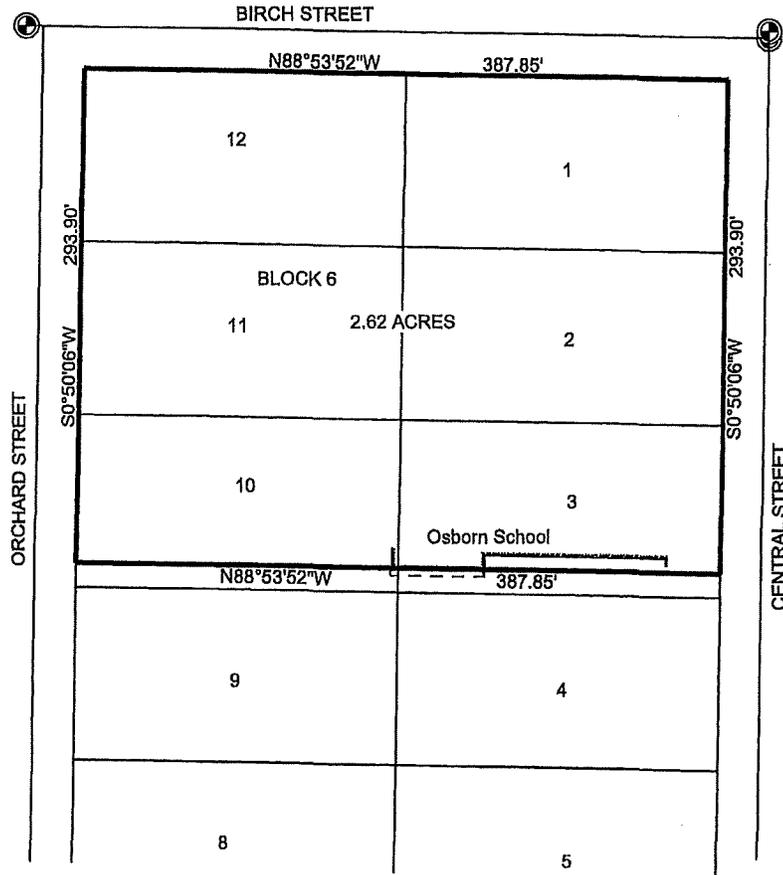
STATE OF WASHINGTON)
) ss.
County of Chelan)

I certify that I know or have satisfactory evidence that Howard Cook
_____ are the persons who appeared before me, and said persons
acknowledged that they signed this instrument, on oath stated that they were authorized to execute
the instrument and acknowledged it as the agreement
_____ of the Cascade School District No. 228 to be the free and voluntary act of such
party for the uses and purposes mentioned in this instrument.

DATED this 15th day of August, 2000.

Sandra Houston
(Signature)
Sandra Houston
(Printed or typed name)
NOTARY PUBLIC, State of Washington
My Commission Expires April 20, 2003

EXHIBIT

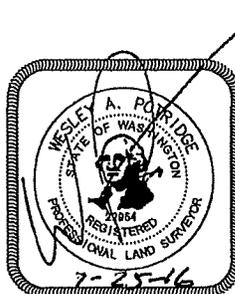


DESCRIPTION

The North 293.90 feet of Block 6, Plat of Leavenworth Gardens according to the Plat thereof recorded in Volume 1 of Plats at page 85, records of Chelan County, Washington.



M:\jobs\2015\201501168.0001\Drawings\POPLAR STREET.dwg Jul 25, 2016 - 10:11am



Erlandsen
SURVEYING | PLANNING | ENGINEERING | GIS

SHEET 1 OF 1

<http://www.erlandsen.com>

BREWSTER (509) 889-2529
CHELAN (509) 882-4189
E. WENATCHEE (509) 884-2682

DRAWN BY: wap LAYOUT: OSBORN
DATE: 7/25/2016 FILE NO: POPLAR STREET.dwg
SCALE: 1" = 100' JOB NO: 20150168.0001

TOLL FREE (800) 732-7442

Osborn Park Property

Attachment C



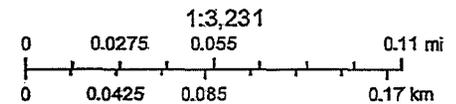
May 25, 2016

Roads

- County Roads
- Unmaintained County Roads
- City Roads
- Highways

- Private Roads
- Condo Common Areas
- Parcel Number Labels

Parcels



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

This map is for reference purposes only.

Amendment No. 1 to Skateboard Park Memorandum of Understanding

This Amendment No. 1 to Skateboard Park Memorandum of Understanding (the "Amendment") is made this 26 day of NOV, 2019 between the City of Leavenworth, Washington, a Washington municipal corporation ("City") and Cascade School District No. 228, a Washington School District ("School District"), sometimes collectively referred to as the "Parties."

Recitals

- A. The City and School District are parties to a Skateboard Park Memorandum of Understanding dated July 25, 2016 (the "MOU");
- B. The MOU contained certain dates and deadlines that have not been met;
- C. The parties wish to agree to extend the dates and deadlines and provide more details for the City's exercise of an option as provided in the MOU.

Now, therefore City and School District agree as follows:

- 1. Paragraph 4 G of the MOU. The date for School District to surplus the SP Portion is changed and extended from June 30, 2019 to June 30, 2020. City shall then be given until September 30, 2020 to examine the SP Portion, exercise its option and proceed to close. The Closing deadline shall be September 30, 2020. If the City does not close on the SP Portion, School District will pay the City the sum of One Hundred Thousand and NO/100 Dollars on or before October 31, 2020.
- 2. Ratification. All other terms of the MOU are hereby ratified and confirmed.

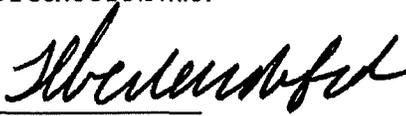
Dated: 11-26-2019

CITY OF LEAVENWORTH

By: 

Dated:

CASCADE SCHOOL DISTRICT

By: 

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LEAVENWORTH, WASHINGTON
AND FEHR & PEERS
FOR CONSULTANT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of, Leavenworth Washington, a Washington State municipal corporation (“City”), and Fehr & Peers, a California corporation authorized to transact business in the State of Washington as a foreign corporation. (“Consultant”) e

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding the update of the City’s Transportation Element 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 May 1, 2020 and shall terminate at midnight, December 31, 2020. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 **EMPLOYMENT.**

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

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

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

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

_____ 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. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

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 \$60,000.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this

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

b. Public Records

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

ARTICLE V. GENERAL

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

**Lilith Vespier, AICP
PO Box 287
Leavenworth, WA 98826
Email: dsmanager@cityofleavenworth.com**

Notices to the Consultant shall be sent to the following address:
[INSERT NAME, TITLE AND ADDRESS OF CONSULTANT CONTACT]

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 _____, 2020.

CITY OF _____

[INSERT TRUE AND ACCURATE NAME OF COMPANY]

By _____, Mayor

By _____ [PRINT OR TYPE NAME AND TITLE]

Approved as to form:

_____, City Attorney

Exhibit A
Scope of Services

The transportation element (TE) is a local functional plan that will inform and support the long-range transportation vision of Leavenworth's Comprehensive Plan. The plan is needed to guide the City's transportation investments and to ensure that the transportation decision making is consistent with the City's other priorities. This Scope represents the technical work needed to update Leavenworth's TE by October 2020. This work includes the following components:

Task 1: Staff Coordination and Planning Commission Engagement

Project Management

To meet the October schedule, frequent and efficient communication between the project team and City staff will be required. To facilitate this, the Consultant's Project Manager will participate in bi-weekly conference calls with City staff. These meetings will include discussion topics provided in advance and a list of action items and next steps following the call. This task also includes monthly invoicing and progress reports provided to the City.

Project Management Deliverables:

- Project Manager participation in up to 15 half-hour calls with City staff.
- Monthly invoicing and progress report updates.

Planning Commission Engagement

Leavenworth's Planning Commission will play an important role in shaping this TE update. To effectively and efficiently engage the Planning Commission in the process, the Consultant will facilitate four workshops with the Planning Commission, with the option to include an opportunity for input from community members as determined appropriate by City staff. Given the current pandemic situation it is anticipated that at least the two workshops will be facilitated virtually using Zoom or other video conferencing platforms. When the City determines that it is safe to do so, workshops will be held in-person. The four Planning Commission Workshops will focus on:

- **Leavenworth's Vision.** This workshop will focus on developing Leavenworth's vision for transportation, key mobility priorities, and confirming future growth assumptions.
- **Identifying Leavenworth's Layered Network.** This workshop will focus on identifying how different modes (walk, bike, transit, vehicle, freight) should be accommodated by Leavenworth's transportation system, including key networks for each mode.
- **Peak Hour and Level of Service Policy.** This workshop will be preceded by a white-paper that describes the concept of level of service and policy choices for communities in establishing their LOS policies and will be facilitated by Kendra Breiland, the Consultant LOS expert. The goal of this workshop will be to share the different options for traffic analysis peak hours, the effects of those choices, and for the Planning Commission to understand the LOS options that could be adopted as part of this TE update. The Consultant will seek input from the Planning Commission in terms of the LOS policy they believe would best serve Leavenworth.



- **Selecting Projects.** At this workshop, the Consultant team will present a draft list of projects that have been identified as advancing the vision for the Leavenworth TE, such that Planning Commission can provide input that leads to a final project list for the plan.

Planning Commission Engagement Deliverables

- Facilitation of four Planning Commission workshops, at least two of which will be completed virtually.
- Agendas and materials in advance and meeting summaries following the meetings.
- Level of service white paper

Task 2: Transportation Needs Assessment

This task will focus on understanding the current and future transportation conditions in the City of Leavenworth. This task will leverage data available from the City and recently completed studies to assess key transportation facilities in the City of Leavenworth. This assessment will focus on:

- Vehicle congestion and Level of Service calculations at the study locations listed below.
- Multimodal networks (e.g. biking, walking, transit)
- Network connectivity and completeness
- Parking
- Safety

The parking assessment will rely on parking data and findings documented in the Downtown Strategic Parking Management Plan completed in 2018. Safety data and findings will rely on information collected for and documented in the US 2 Upper Wenatchee Valley Corridor Study completed in 2020 and the City's Local Road Safety Plan, recently completed by the City.

This information will be compiled in a technical memorandum which will be included as an appendix in the final plan. Findings from this memo and will presented at the first and second Planning Commission Workshop as this will establish a baseline for how the transportation system is meeting the needs of users today and in the future.

Based on coordination with the City and a review of available information, LOS calculations will be completed for the following locations:

Based on coordination with the City and a review of available information, LOS calculations will be completed for up to 10 intersections and 10 roadway segments. These locations will be selected through coordination with City staff and a review of available traffic data as no data collection is assumed.

To evaluate future conditions, the Consultant will develop future year trip growth forecasts that are consistent with the land use growth expected to occur within Leavenworth and the Leavenworth Urban



Growth Area provided by the City. Traffic growth resulting from approved developments within the City, including the Adventure Park Development and Willkommen Village and any others identified by the City will also be accounted for in future forecasts.

Transportation Needs Assessment Deliverables

- Technical memorandum document existing and future conditions
- Traffic volume for existing and future conditions

Task 3: Policy Development

The purpose of this task is to update, refine, and condense the City's existing set of transportation policies. The resulting set of policies will be concise, user friendly, and will guide the development of the Transportation Element.

As part of the policy review, the Consultant will review and recommend updates to the City's current LOS policies. As described in Task 1,

a workshop will be conducted to explore alternative LOS approaches, including several factors: geographic locations considered, time period of measurement, and modes. The selection of an LOS standard and methodology will guide the transportation improvements to be included in the 20 year project list.

Policy Development Deliverables:

- Updated set of goal and policies
- Memo summarizing how goals and policies are being updated
- White paper to be shared with Planning Commission defining Peak Hour and LOS and clearly outlining options (also listed as a deliverable in Task 1)

Task 4: Develop the Project List

Based on the results from the above tasks, the Consultant will recommend transportation capital improvements. These improvements will address needs identified for all modes (as described in Task 2) and will follow the goals and policies established in Task 3. This task will leverage the work of recent studies including the Parking Management Plan, US 2 Upper Wenatchee Valley Transportation Study, and the City's current Transportation Element to create one succinct list of projects that sets the path for the future of transportation in Leavenworth. This task will leverage cost-estimates completed as part of previous studies and includes up to 16 hours of time to refine previously completed cost-estimates to align with current costs, ensuring more realistic cost-estimates to be used in future funding applications.



Project List Deliverables

- 20-year project list, identifying high-priority projects that should be implemented in the next six years.
- 16 hours of time dedicated to updating or refining existing planning-level cost-estimates, as necessary.

Task 5: Transportation Element Development

The final task will assemble the various plan components into a draft and final plan. This will combine the technical transportation analyses, funding and implementation strategies, and other broad policy direction into an updated Comprehensive Transportation Element.

The Consultant will develop a reader-friendly Transportation Element of the Comprehensive Plan. The document will be concise and user friendly, while also conveying the necessary information to fulfill the scope items described above.

Transportation Element Deliverables

- Draft and Final Plan



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32383	06/10/2020	06/10/2020	14	Aeon Mfg. Co. Inc	339.40 Cemetery Vases
	536 50 31 000 Office & Operating Suppli		001 000 536 Current Expens	339.40	
32384	06/10/2020	06/10/2020	46	Aquatic Specialty Service Inc	11,542.59 Pool Chemical Remote Sensor
	594 76 63 004 Chemical Remote Sensor		176 000 594 Community Sw	11,542.59	
32385	06/10/2020	06/10/2020	123	Cascade Analytical, Inc.	522.00 WTP Water Testing
	534 80 41 000 Water Testing		403 000 534 Water	522.00	
32386	06/10/2020	06/10/2020	123	Cascade Analytical, Inc.	38.00 WTP Water Testing
	534 80 41 000 Water Testing		403 000 534 Water	38.00	
32387	06/10/2020	06/10/2020	123	Cascade Analytical, Inc.	31.00 WTP Water Testing
	534 80 41 000 Water Testing		403 000 534 Water	31.00	
32388	06/10/2020	06/10/2020	123	Cascade Analytical, Inc.	38.00 WWTP Water Testing
	535 80 41 000 Professional Services		404 000 535 Sewer	38.00	
			Total Cascade Analytical, Inc.	629.00	
32371	06/10/2020	06/10/2020	5151	Cascade Education Foundation	500.00 Festhalle Refund - Event Cancelled Due To COVID-19 Concerns
	347 30 06 003 Room Deposit Fees		110 000 340 Leavenworth C:	-500.00	
32351	06/10/2020	06/10/2020	6084	Cascade Quality Water	15.08 Shop Water
	548 68 31 000 Office & Operating Suppli		501 000 548 Equip Rental &	15.08	
32352	06/10/2020	06/10/2020	6084	Cascade Quality Water	44.71 Parks Water
	576 80 31 000 Office & Operating Suppli		001 000 576 Current Expens	44.71	
32353	06/10/2020	06/10/2020	6084	Cascade Quality Water	1.63 City Hall Water (Fuel Sucharge - No Water Was Delivered.)
	518 30 31 000 Office & Operating Suppli		001 000 518 Current Expens	1.63	
32354	06/10/2020	06/10/2020	6084	Cascade Quality Water	7.54 WWTP Water
	535 80 32 000 Operating Supplies-Trtmn		404 000 535 Sewer	7.54	

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			Total Cascade Quality Water	68.96	
32360	06/10/2020	06/10/2020	150 Chelan Co Auditor	108.50	Recording Fee For Final Easement Clarification For Adventure Park
	558 60 41 005 Pro.Svs. Develop Review-		001 000 558 Current Expens	108.50	
32347	06/10/2020	06/10/2020	2313 Chelan County PUD	20.72	Price & Pine Street
	542 63 47 000 Utilities		101 000 542 Streets	20.72	
32348	06/10/2020	06/10/2020	2313 Chelan County PUD	18.52	WTP / Ski Hill Reservoir
	534 80 47 000 Utilities		403 000 534 Water	18.52	
32349	06/10/2020	06/10/2020	2313 Chelan County PUD	105.49	WTP / Ski Hill Pump Stations
	534 80 47 000 Utilities		403 000 534 Water	105.49	
32350	06/10/2020	06/10/2020	2313 Chelan County PUD	66.39	Icicle Train Station
	557 30 47 002 Utilities - Icicle Station		104 000 557 Lodging Tax	66.39	
			Total Chelan County PUD	211.12	
32340	06/10/2020	06/10/2020	171 Cintas Corporation Loc #607	95.41	Mats & Supplies
	518 30 48 000 Repairs & Maintenance Ci		001 000 518 Current Expens	13.76	
	535 80 48 000 Repairs & Maintenance		404 000 535 Sewer	16.23	
	548 68 48 000 Repairs & Maintenance		501 000 548 Equip Rental &	48.09	
	576 80 48 000 Repairs & Maintenance		001 000 576 Current Expens	17.33	
32390	06/10/2020	06/10/2020	171 Cintas Corporation Loc #607	95.41	Mats & Supplies
	518 30 48 000 Repairs & Maintenance Ci		001 000 518 Current Expens	13.76	
	535 80 48 000 Repairs & Maintenance		404 000 535 Sewer	16.23	
	548 68 48 000 Repairs & Maintenance		501 000 548 Equip Rental &	48.09	
	576 80 48 000 Repairs & Maintenance		001 000 576 Current Expens	17.33	
			Total Cintas Corporation Loc #607	190.82	
32356	06/10/2020	06/10/2020	174 City Of Leavenworth	12,256.81	June 2020 City Utility Bills
	518 30 47 000 Utilities		001 000 518 Current Expens	358.26	
	534 80 47 000 Utilities		403 000 534 Water	261.90	

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534 80 47 000	Utilities		403 000 534 Water	38.88		
534 80 47 000	Utilities		403 000 534 Water	38.88		
535 80 47 000	Utilities		404 000 535 Sewer	869.46		
536 50 47 000	Utilities		001 000 536 Current Expens	1,145.04		
548 68 47 000	Utilities		501 000 548 Equip Rental &	82.80		
557 30 41 003	ProSvs-Recycling Collecti		104 000 557 Lodging Tax	218.56		
557 30 47 000	Utilities-Street Cans		104 000 557 Lodging Tax	3,694.60		
557 30 47 001	Utilities-Restrooms		104 000 557 Lodging Tax	106.06		
557 30 47 001	Utilities-Restrooms		104 000 557 Lodging Tax	41.40		
557 30 47 001	Utilities-Restrooms		104 000 557 Lodging Tax	323.38		
557 30 47 001	Utilities-Restrooms		104 000 557 Lodging Tax	1,310.90		
557 30 47 001	Utilities-Restrooms		104 000 557 Lodging Tax	66.65		
575 48 47 000	Utility Services		110 000 575 Leavenworth C:	594.85		
575 48 47 000	Utility Services		110 000 575 Leavenworth C:	64.92		
576 20 47 000	Utilities		176 000 576 Community Sw	255.71		
576 80 47 000	Utilities		001 000 576 Current Expens	112.82		
576 80 47 000	Utilities		001 000 576 Current Expens	207.20		
576 80 47 000	Utilities		001 000 576 Current Expens	38.88		
576 80 47 000	Utilities		001 000 576 Current Expens	551.67		
576 80 47 000	Utilities		001 000 576 Current Expens	41.40		
576 80 47 000	Utilities		001 000 576 Current Expens	64.82		
576 80 47 000	Utilities		001 000 576 Current Expens	255.78		
576 80 47 000	Utilities		001 000 576 Current Expens	252.48		
576 80 47 000	Utilities		001 000 576 Current Expens	180.14		
576 80 47 000	Utilities		001 000 576 Current Expens	129.45		
576 80 47 000	Utilities		001 000 576 Current Expens	129.45		
576 80 47 000	Utilities		001 000 576 Current Expens	129.45		
576 80 47 000	Utilities		001 000 576 Current Expens	129.45		
576 80 47 000	Utilities		001 000 576 Current Expens	38.88		
576 80 47 000	Utilities		001 000 576 Current Expens	38.88		
576 80 47 000	Utilities		001 000 576 Current Expens	129.45		
576 80 47 000	Utilities		001 000 576 Current Expens	64.92		
576 80 47 000	Utilities		001 000 576 Current Expens	157.87		
576 80 47 000	Utilities		001 000 576 Current Expens	66.65		
576 80 47 000	Utilities		001 000 576 Current Expens	64.92		
32363	06/10/2020	06/10/2020	9851	Consolidated Technology Services	425.00	Web Platform - Maintenance & Support For May 2020
518 90 41 004	Website Design-ProSvs		502 000 518 Central Service	425.00		
32343	06/10/2020	06/10/2020	8282	Convenience Store Coaching, LLC	3,496.50	Festhalle Management Services
575 48 41 000	Managerial Services		110 000 575 Leavenworth C:	2,761.50		

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575 48 41 001			Janitorial Services	110 000 575	Leavenworth C: 735.00	
32398	06/10/2020	06/10/2020	8282	Convenience Store Coaching, LLC	500.00	Festhalle Refund - Event Cancelled Due To COVID-19
347 30 06 003			Room Deposit Fees	110 000 340	Leavenworth C: -500.00	
				Total Convenience Store Coaching, LLC	3,996.50	
32391	06/10/2020	06/10/2020	227	Dan's Food Market	6.50	WTP Supplies
534 80 32 000			Operating Supplies-Trtmn	403 000 534	Water 6.50	
32345	06/10/2020	06/10/2020	237	Dept of Ecology	11,596.08	SRLF DOE Loan - WWTP Facility Plan
591 35 78 009			Debt Redemp-Prin 2016 S	404 000 591	Sewer 11,052.88	
592 35 83 009			Debt Redemp-Int/2016 SR	404 000 592	Sewer 543.20	
32344	06/10/2020	06/10/2020	298	Firefly Inc.	2,329.50	Server Upgrades / Updates
594 18 64 030			Server Equipment	502 000 594	Central Service 2,329.50	
32339	06/10/2020	06/10/2020	10464	First Choice Collision Center	268.00	Utility Box Paint
548 68 34 000			Supp Purchased For Inven	501 000 548	Equip Rental & 268.00	
32367	06/10/2020	06/10/2020	8668	Fischer, Andrea	293.58	Reimbursement For Paying Postage For June 2020 Utility Bills
531 30 42 000			Communications-Phone/P	410 000 531	Stormwater 11.74	
534 80 42 000			Comm-Phone/Postage/Fx	403 000 534	Water 117.43	
535 80 42 000			Comm-Phone/Postage/Fx	404 000 535	Sewer 117.43	
537 80 42 000			Comm-Phone/Postage/Fx	402 000 537	Garbage 46.98	
32400	06/10/2020	06/10/2020	309	Foster Garvey P.C.	7,200.00	WWTP Upgrade Bond Counsel Services
594 15 41 000			TMDL Upgrades - Bond C	404 000 594	Sewer 7,200.00	
32389	06/10/2020	06/10/2020	2966	GC Systems, Inc.	1,049.09	WTP Repairs
534 80 48 000			Repairs & Maintenance	403 000 534	Water 1,049.09	
32357	06/10/2020	06/10/2020	345	Haglund's Trophies	56.31	A. Cortez Nameplate & Nametag For Office And Council Chambers
513 10 31 000			Office & Operating Suppli	001 000 513	Current Expens 56.31	

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32342	06/10/2020	06/10/2020	10578		
			Law Office of Thomas M. Pors	5,355.00	Leavenworth Water Rights
534 80 41 012	Legal-ProSvs-Water Right		403 000 534 Water	5,355.00	
32392	06/10/2020	06/10/2020	504		
			Marson & Marson Lumber Inc.	2,151.42	Various Supplies
518 90 34 000	Office & Operating Suppli		502 000 518 Central Service	103.96	COVID-19 Plexiglass Hanging In City Hall
534 80 31 000	Operating Supplies-Distrit		403 000 534 Water	23.61	Water Distribution
534 80 32 000	Operating Supplies-Trtrmn		403 000 534 Water	29.38	WTP Supplies
534 80 32 000	Operating Supplies-Trtrmn		403 000 534 Water	2.48	WTP Supplies
534 80 32 000	Operating Supplies-Trtrmn		403 000 534 Water	11.99	WTP Supplies
534 80 32 000	Operating Supplies-Trtrmn		403 000 534 Water	3.14	WTP Supplies
535 80 32 000	Operating Supplies-Trtrmn		404 000 535 Sewer	10.62	WWTP Supplies
548 68 31 000	Office & Operating Suppli		501 000 548 Equip Rental &	42.54	Shop Supplies
548 68 34 001	SPFI-Garbage Truck		501 000 548 Equip Rental &	94.70	Hoses For Garbage Truck
548 68 35 000	Small Tools & Minor Equ		501 000 548 Equip Rental &	22.33	Shop - Clamp Lamp
575 48 31 000	Office & Operating Suppli		110 000 575 Leavenworth C	10.71	Festhalle Supplies
575 48 31 000	Office & Operating Suppli		110 000 575 Leavenworth C	66.79	Festhalle Supplies
575 48 31 000	Office & Operating Suppli		110 000 575 Leavenworth C	87.75	Festhalle Supplies
575 48 31 000	Office & Operating Suppli		110 000 575 Leavenworth C	34.25	Festhalle Supplies
576 20 31 000	Office & Operating Suppli		176 000 576 Community Sw	29.25	Pool Supplies
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	755.80	Parks Supplies
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	17.92	Parks Supplies
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	138.77	Parks Supplies
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	138.77	Parks Supplies
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	277.54	Parks Supplies
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	125.77	Parks Supplies
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	8.75	Parks Supplies
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	22.43	Parks Supplies
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	3.90	Parks Supplies
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	18.50	Parks Supplies
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	69.77	Parks Supplies
32359	06/10/2020	06/10/2020	475		
			NCW Media, Inc.	36.26	Council Public Hearing On 6 Year Tranportation Improvement Plan
518 90 44 000	Advertising		502 000 518 Central Service	36.26	
32364	06/10/2020	06/10/2020	588		
			One Call Concepts Inc	28.89	Utility Locates
531 30 31 000	Office & Operating Suppli		410 000 531 Stormwater	5.77	
534 80 31 000	Operating Supplies-Distrit		403 000 534 Water	11.56	
535 80 31 000	Operating Supplies-Collec		404 000 535 Sewer	11.56	

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32346	06/10/2020	06/10/2020	638		
	513 10 41 000 Professional Services		Prothman Company Inc. 001 000 513 Current Expens	870.64	Expenses For City Administrator Search
				870.64	
32368	06/10/2020	06/10/2020	10160		
	347 30 06 003 Room Deposit Fees		Ramirez, Teresa 110 000 340 Leavenworth C:	500.00	Festhalle Refund - Event Cancelled Due To COVID-19 Concerns
				-500.00	
32399	06/10/2020	06/10/2020	666		
	518 90 45 000 Operating Rentals & Leas		Ricoh USA, Inc 502 000 518 Central Service	324.88	Copier Contact
				324.88	
32393	06/10/2020	06/10/2020	8300		
	548 68 34 002 SPFI-Cardboard Truck		SWS Equipment 501 000 548 Equip Rental &	916.47	Garbage Truck #2 Parts
				916.47	
32394	06/10/2020	06/10/2020	8300		
	548 68 34 001 SPFI-Garbage Truck		SWS Equipment 501 000 548 Equip Rental &	30,766.58	Garbage Truck #1 Repairs
				30,766.58	
			Total SWS Equipment	31,683.05	
32369	06/10/2020	06/10/2020	9945		
	347 30 06 003 Room Deposit Fees		Silva, Natalia Esquivel 110 000 340 Leavenworth C:	500.00	Festhalle Refund - Event Cancelled Due To COVID-19 Concerns
				-500.00	
32370	06/10/2020	06/10/2020	9305		
	347 30 06 003 Room Deposit Fees		Soberfest 110 000 340 Leavenworth C:	500.00	Festhalle Refund - Event Cancelled Due To COVID-19 Concerns
				-500.00	
32361	06/10/2020	06/10/2020	8252		
	518 90 34 000 Office & Operating Suppli		Staples Business Credit 502 000 518 Central Service	404.37	City Office Supplies
				404.37	
32362	06/10/2020	06/10/2020	8252		
	518 90 34 000 Office & Operating Suppli		Staples Business Credit 502 000 518 Central Service	32.54	City Office Supplies
				32.54	
			Total Staples Business Credit	436.91	
32355	06/10/2020	06/10/2020	4415		
	542 65 41 001 ProSvs-Monthly EMS Ser		T2 Systems Canada Inc. 415 000 542 Parking	303.80	Monthly Parking Service
				303.80	

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32395	06/10/2020	06/10/2020	8835 Tokay Software Inc	92.00	Web Test Report - May 2020
534 80 31 001	Software	Water	403 000 534	92.00	Water
32396	06/10/2020	06/10/2020	8435 USIC Locating Services, LLC	637.40	Utility Locates
531 30 31 000	Office & Operating Suppli		410 000 531	127.48	Stormwater
534 80 31 000	Operating Supplies-Distrit		403 000 534	254.96	Water
535 80 31 000	Operating Supplies-Collec		404 000 535	254.96	Sewer
32358	06/10/2020	06/10/2020	10608 Waste Loop	540.00	Recycling Center Attendant / Admin
537 80 41 000	ProSvs - Recycle Ctr Mgrn		402 000 537	225.00	Garbage
537 80 41 001	Recycling Pro-Svs-Attend		402 000 537	315.00	Garbage
32401	06/10/2020	06/10/2020	3792 Weed, Graafstra & Associates, Inc. P.S.	6,782.00	General Counsel
515 31 41 000	City Attorney - Prosvs.		001 000 515	584.00	Current Expens
515 31 41 009	Legal-Development Svs		001 000 515	298.75	Current Expens
515 31 41 011	Legal-Contract Admin		001 000 515	2,010.50	Current Expens
515 31 41 017	Legal - Personnel Related		001 000 515	628.50	Current Expens
515 31 41 028	Legal - COVID-19		001 000 515	841.75	Current Expens
515 31 41 029	Legal - CC GMB Appeal		001 000 515	1,250.00	Current Expens
534 80 41 012	Legal-ProSvs-Water Right		403 000 534	825.50	Water
535 80 41 015	Legal - Pro Svs- WWTP U		404 000 535	343.00	Sewer
32341	06/10/2020	06/10/2020	892 Wenatchee Valley Humane Society	10.00	May 2020 Animal Licenses
322 30 00 000	Dog Licenses		001 000 320	-10.00	Current Expens
32397	06/10/2020	06/10/2020	9817 Winston, Kristian	125.00	K. Winston Boot Allowance
534 80 32 000	Operating Supplies-Trtmn		403 000 534	62.50	Water
535 80 32 000	Operating Supplies-Trtmn		404 000 535	62.50	Sewer

Report Total: 103,945.01

Fund	
001 Current Expense	12,972.65
101 Streets	20.72
104 Lodging Tax	5,827.94
110 Leavenworth Civic Center	6,855.77
176 Community Swimming Pool	11,827.55
402 Garbage	586.98
403 Water	8,899.81

ACCOUNTS PAYABLE

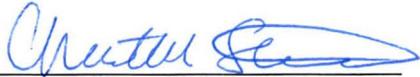
City Of Leavenworth
MCAG #: 0222

As Of: 06/10/2020

Time: 16:55:07 Date: 06/04/2020
Page: 8

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
			404 Sewer	20,543.61	
			410 Stormwater	144.99	
			415 Parking	303.80	
			501 Equip Rental & Revolving Fund	32,304.68	
			502 Central Services	3,656.51	

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
MCAG #: 0222

06/01/2020 To: 06/30/2020

Time: 08:59:30 Date: 06/03/2020
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3057	06/04/2020	Claims	10	62263	DVA Advertising & Public Relations	2,309.13	June 2020 Digital; May General And PR
					104 - 557 30 44 001 - Advertising-LAP	2,309.13	
3058	06/04/2020	Claims	10	62264	Voortex Productions LLC	4,900.00	Spring 2020 Payment 1 Of 2
					104 - 557 30 44 001 - Advertising-LAP	4,900.00	
					104 Lodging Tax	7,209.13	
						<u>7,209.13</u>	Claims: 7,209.13
						7,209.13	

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
_____	_____
Signed	Date
_____	_____
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Signed	Date
	
Finance Director	Date

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City Of Leavenworth
MCAG #: 0222

05/01/2020 To: 05/31/2020

Time: 08:59:15 Date: 05/27/2020
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2929	05/28/2020	Claims	10	62218	Certified Folder Display Inc	433.96	Display Advertising Freight
			104 - 557 30 44 001 -		Advertising-LAP	433.96	
2930	05/28/2020	Claims	10	62219	Howell At The Moon	8,596.00	Ready For Your Return Campaign
			104 - 557 30 44 001 -		Advertising-LAP	8,596.00	
2931	05/28/2020	Claims	10	62220	Leavenworth Chamber Of Commerce	357.43	Advertising
			104 - 557 30 44 001 -		Advertising-LAP	357.43	
		104 Lodging Tax				9,387.39	
						<u>9,387.39</u>	Claims: 9,387.39

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City Of Leavenworth
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05/01/2020 To: 05/31/2020

Time: 15:40:37 Date: 06/01/2020
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2508	05/05/2020	Payroll	10	EFT	Salvador Alvarez	1,736.59	April Payroll
2509	05/05/2020	Payroll	10	EFT	Herbert R Amick	4,191.48	April Payroll
2510	05/05/2020	Payroll	10	EFT	Ara P Arakelian	2,283.84	April Payroll
2511	05/05/2020	Payroll	10	EFT	Mark Barnes	2,928.77	April Payroll
2512	05/05/2020	Payroll	10	EFT	Margaret R Boles	2,229.17	April Payroll
2513	05/05/2020	Payroll	10	EFT	Thomas R Bolin	1,689.19	April Payroll
2514	05/05/2020	Payroll	10	EFT	Kyle B Breaux	2,420.92	April Payroll
2515	05/05/2020	Payroll	10	EFT	Marvin Breshears	2,809.72	April Payroll
2516	05/05/2020	Payroll	10	EFT	Mi-Sook T Bretz	460.48	April Payroll
2517	05/05/2020	Payroll	10	EFT	Arnica M Briody	2,217.40	April Payroll
2518	05/05/2020	Payroll	10	EFT	ToveAnn Brownlee-Delte	231.09	April Payroll
2519	05/05/2020	Payroll	10	EFT	Douglas R Compau	1,258.71	April Payroll
2520	05/05/2020	Payroll	10	EFT	Ramon Cortes	3,176.97	April Payroll
2521	05/05/2020	Payroll	10	EFT	Sue Z Cragun	2,052.92	April Payroll
2522	05/05/2020	Payroll	10	EFT	Manuel T Diaz	2,394.24	April Payroll
2523	05/05/2020	Payroll	10	EFT	Richard W Emmons	2,921.74	April Payroll
2524	05/05/2020	Payroll	10	EFT	Andrea K Fischer	1,926.14	April Payroll
2525	05/05/2020	Payroll	10	EFT	Carl J Florea	1,226.45	April Payroll
2526	05/05/2020	Payroll	10	EFT	Tami A Gates	2,192.57	April Payroll
2527	05/05/2020	Payroll	10	EFT	Derek L Gildersleeve	1,323.07	April Payroll
2528	05/05/2020	Payroll	10	EFT	Anne Hessburg	460.48	April Payroll
2529	05/05/2020	Payroll	10	EFT	James A High	3,220.57	April Payroll
2530	05/05/2020	Payroll	10	EFT	Larry Hills	1,193.25	April Payroll
2532	05/05/2020	Payroll	10	EFT	Jason Lundgren A	460.48	April Payroll
2533	05/05/2020	Payroll	10	EFT	Robert C McCurdy Jr	2,607.41	April Payroll
2534	05/05/2020	Payroll	10	EFT	Antonio L Muro	3,681.54	April Payroll
2535	05/05/2020	Payroll	10	EFT	Gary Parsley	2,435.00	April Payroll
2536	05/05/2020	Payroll	10	EFT	Galen Presler	2,190.86	April Payroll
2537	05/05/2020	Payroll	10	EFT	Angela D Reinhart	2,423.10	April Payroll
2538	05/05/2020	Payroll	10	EFT	Zeke S Reister	460.48	April Payroll
2539	05/05/2020	Payroll	10	EFT	John J Schons	3,324.18	April Payroll
2540	05/05/2020	Payroll	10	EFT	Chantell Steiner	3,829.68	April Payroll
2542	05/05/2020	Payroll	10	EFT	Matthew B Thomason	2,473.47	April Payroll
2543	05/05/2020	Payroll	10	EFT	Tracy L Valentine	1,751.48	April Payroll
2544	05/05/2020	Payroll	10	EFT	Lilith Vespier	3,737.12	April Payroll
2545	05/05/2020	Payroll	10	EFT	Joel T Walinski	6,455.88	April Payroll
2546	05/05/2020	Payroll	10	EFT	Sharon F Waters	392.15	April Payroll
2547	05/05/2020	Payroll	10	EFT	Carolyn A Wilson	460.48	April Payroll
2548	05/05/2020	Payroll	10	EFT	Kristian L Winston	1,315.82	April Payroll
2549	05/05/2020	Payroll	10	EFT	Cashmere Valley Bank	37,247.65	941 Deposit for Pay Cycle(s) 05/05/2020 - 05/05/2020
2550	05/05/2020	Payroll	10	EFT	Dept of Retirement System	33,997.27	Pay Cycle(s) 05/05/2020 To 05/05/2020 - Deferred Comp -State; Pay Cycle(s) 05/05/2020 To 05/05/2020 - PERS 2; Pay Cycle(s) 05/05/2020 To 05/05/2020 - PERS 3
2551	05/05/2020	Payroll	10	EFT	Washington State Support Registry	642.25	Pay Cycle(s) 05/05/2020 To 05/05/2020 - Child Support
2531	05/05/2020	Payroll	10	31185	Kelley J Lemons	2,851.41	April Payroll
2541	05/05/2020	Payroll	10	31186	Clinton L Strand	460.48	April Payroll
2552	05/05/2020	Payroll	10	31187	American Fidelity Assurance Company	147.20	Pay Cycle(s) 05/05/2020 To 05/05/2020 - AF - Life; Pay Cycle(s) 05/05/2020 To 05/05/2020 - AF - Cancer
2553	05/05/2020	Payroll	10	31188	HRA VEBA Trust	2,240.00	Pay Cycle(s) 05/05/2020 To 05/05/2020 - VEBA

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City Of Leavenworth
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05/01/2020 To: 05/31/2020

Time: 15:40:37 Date: 06/01/2020
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2554	05/05/2020	Payroll	10	31189	Hartford Life Insurance	300.00	Pay Cycle(s) 05/05/2020 To 05/05/2020 - Hartford 457
2555	05/05/2020	Payroll	10	31190	Inland Empire Teamsters	34,692.00	Pay Cycle(s) 05/05/2020 To 05/05/2020 - Health Insurance
2556	05/05/2020	Payroll	10	31191	Local Union #760	1,422.00	Pay Cycle(s) 05/05/2020 To 05/05/2020 - Union Dues
2789	05/20/2020	Payroll	10	EFT	Salvador Alvarez	600.00	May 2020 Draw
2790	05/20/2020	Payroll	10	EFT	Herbert R Amick	1,200.00	May 2020 Draw
2791	05/20/2020	Payroll	10	EFT	Ara P Arakelian	1,200.00	May 2020 Draw
2792	05/20/2020	Payroll	10	EFT	Mark Barnes	1,000.00	May 2020 Draw
2793	05/20/2020	Payroll	10	EFT	Margaret R Boles	1,643.90	May 2020 Draw
2794	05/20/2020	Payroll	10	EFT	Thomas R Bolin	1,300.00	May 2020 Draw
2795	05/20/2020	Payroll	10	EFT	Kyle B Breaux	1,200.00	May 2020 Draw
2796	05/20/2020	Payroll	10	EFT	Marvin Breshears	800.00	May 2020 Draw
2797	05/20/2020	Payroll	10	EFT	Sue Z Cragun	1,000.00	May 2020 Draw
2798	05/20/2020	Payroll	10	EFT	Manuel T Diaz	800.00	May 2020 Draw
2799	05/20/2020	Payroll	10	EFT	Richard W Emmons	1,100.00	May 2020 Draw
2800	05/20/2020	Payroll	10	EFT	Andrea K Fischer	500.00	May 2020 Draw
2801	05/20/2020	Payroll	10	EFT	Tami A Gates	1,200.00	May 2020 Draw
2802	05/20/2020	Payroll	10	EFT	Derek L Gildersleeve	1,300.00	May 2020 Draw
2803	05/20/2020	Payroll	10	EFT	Larry Hills	1,000.00	May 2020 Draw
2804	05/20/2020	Payroll	10	EFT	Robert C McCurdy Jr	700.00	May 2020 Draw
2805	05/20/2020	Payroll	10	EFT	Antonio L Muro	797.00	May 2020 Draw
2806	05/20/2020	Payroll	10	EFT	Gary Parsley	900.00	May 2020 Draw
2807	05/20/2020	Payroll	10	EFT	Galen Presler	1,000.00	May 2020 Draw
2808	05/20/2020	Payroll	10	EFT	Angela D Reinhart	1,200.00	May 2020 Draw
2809	05/20/2020	Payroll	10	EFT	John J Schons	1,200.00	May 2020 Draw
2810	05/20/2020	Payroll	10	EFT	Chantell Steiner	1,500.00	May 2020 Draw
2811	05/20/2020	Payroll	10	EFT	Matthew B Thomason	800.00	May 2020 Draw
2812	05/20/2020	Payroll	10	EFT	Tracy L Valentine	974.00	May 2020 Draw
2813	05/20/2020	Payroll	10	EFT	Kristian L Winston	1,400.00	May 2020 Draw
		001 Current Expense				78,261.99	
		101 Streets				24,578.69	
		104 Lodging Tax				18,104.91	
		176 Community Swimming Pool				3,825.09	
		402 Garbage				17,536.62	
		403 Water				36,664.77	
		404 Sewer				30,215.87	
		410 Stormwater				1,967.94	
		415 Parking				4,561.30	
		501 Equip Rental & Revolving Fund				9,142.87	

224,860.05 Payroll: 224,860.05