

**SMALL PUBLIC WORKS
EQUIPMENT PURCHASE AND CONSULTING CONTRACT**

THIS SMALL PUBLIC WORKS, EQUIPMENT PURCHASE AND CONSULTING CONTRACT (“Contract”) is made and entered into this 1 day of June, 2020, by and between the City of Leavenworth, Washington, a Washington State municipal corporation (“City”), and Correct Equipment, Inc. a Washington Corporation

WHEREAS, the City desires to accomplish certain public works, acquire advanced meters through purchase of Advance Metering Infrastructure (AMI) with ongoing consultation having an estimated cost of **SIX HUNDRED FOURTEEN THOUSAND SIX HUNDRED NINETY EIGHT DOLLARS AND SIXTY HUNDREDTHS** (\$614,698.60) (the “Project”); and

WHEREAS, the City solicited written Bid Proposals for the Project; and

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

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

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

1. Scope of Work—the Project.

The Contractor shall deliver meters and perform, carry out and complete the Advanced Metering (AMI) System and provide consultation in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The delivery and installation of the Project shall be completed no later than _____. Consultation shall be ongoing.

2. Contract Documents.

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

- a. Scope of Work consisting of Section 2 of Correct Equipment/Kamstrup proposal dated March 27, 2020, a copy of which is attachment A
- b. Current Standard Specifications (WSDOT/APWA) for Road Bridge and Municipal Construction
- c. Warranty, a copy of which is attachment B
- d. Schedule of Values/Payment Schedule, a copy of which is attachment C.

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

3. Commencement of Work.

Delivery shall not commence and work shall not proceed under this Contract until the Contractor has met the following conditions:

- A. Contract has been signed and fully executed by the parties.
- B. The Contractor has provided the City with the certificates of insurance required under Section 27.
- C. The Contractor has obtained a City of Leavenworth Business License.
- D. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.
- E. The Contractor has delivered a payment and performance bond in a form acceptable to City.

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

4. Time is of the Essence/Liquidated Damages.

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

5. Payment for Project.

A. **Total Contract Sum for Project.** Excluding approved changes orders, the City shall pay the Contractor for satisfactory delivery and completion of the Project under the Contract including all consultation, a total Contract Sum not to exceed \$614,698.60 (six hundred and fourteen thousand six hundred and ninety eight dollars and sixty cents) in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. Said sum includes \$47,633.47 in Washington State Sales Tax. The total Contract Sum also includes all expenses and costs incurred in planning, designing and constructing the Project, and delivery of AMI (meters) and consultation including, but not limited to, any other applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to deliver, construct and complete the Project.

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

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

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

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

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

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

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

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

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

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

2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
4. Washington State Department of Labor and Industries (per Section 1-07.10 of the Standard Specifications) shows the Contractor is current with payments of industrial insurance and medical premiums.
5. All claims, as provided by law, filed against the retainage have been resolved.
6. If requested by the City, the Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.
7. Delivery of any/all required warranties and acceptable assurances of any future consultation required by this Contract.

G. **Final Acceptance.** Final Acceptance of the Project occurs when the Public Works Director has determined that the Project is one hundred percent (100%) complete, all deliverables are accepted and the work has been constructed in accordance with the Plans and Specifications. Additional consultation may occur after final acceptance.

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

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

6. Term of Contract.

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

7. Termination of Contract.

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

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

8. Status of Contractor.

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

9. Permits.

The Contractor will apply for, pay for, and obtain any and all City, county, state and federal permits necessary to commence, construct, and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

10. Business License Required.

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

11. Work Ethic.

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

12. City Ownership of Work Products.

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

13. Job Safety.

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

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

14. Prevailing Wages.

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

15. Standard Work Week. Contractor is required and shall require its subcontractors to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week in accordance with 40 U.S.C. 3704. No laborer or mechanic must be required to work in conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

16. Taxes and Assessments.

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

17. Nondiscrimination Provision.

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

18. The Americans with Disabilities Act.

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

19. Clean Air Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Federal Water Pollution Control Act as amended and with all applicable standards, orders or regulations issued pursuant to the Clean Air Act. Violations must be reported to the City and the Regional Office of the Environmental Protection Agency (EPA).

20. Compliance With Law.

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

21. Rights to Inventions Made Under a Contract or Agreement.

Assignment or performance of experimental, developmental, or research work must comply with 37 CFR Part 401 and any implementing regulations issued by the City.

22. Debarment and Suspension.

Contractor represents that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180. Contractor represents that it is not debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

23. Byrd Anti-Lobbying Amendment.

Contractor shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

24. Guarantee of Work.

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

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

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

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

25. Contractor's Risk of Loss.

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

26. Indemnification and Hold Harmless.

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

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

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

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

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

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

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

27. Insurance.

A. Insurance Term.

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

B. No Limitation.

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

C. Minimum Scope of Insurance.

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

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

coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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

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

D. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

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

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

E. City Full Availability of Contractor Limits

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

F. Other Insurance Provisions.

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

G. Acceptability of Insurers.

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

H. **Verification of Coverage.**

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

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

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

J. **Subcontractors.**

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

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

K. **Waiver of Subrogation.**

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

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

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

M. **Failure to Maintain Insurance**

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

28. Assignment and Subcontractors.

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

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

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

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

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

F. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

29. Severability.

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

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

30. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or

Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

31. Non-Waiver.

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

32. Survival.

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

33. Contract Representatives and Notices.

This Contract shall be administered for the City by Herb Amick and shall be administered for the Contractor by the Contractor's Contract Representative, Howard Taub. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:	To Contractor:
Herb Amick	Howard Taub
City of Leavenworth	Correct Equipment, Inc.
PO Box 287	14576 NE 95 th Street
Leavenworth, WA 98826	Redmond, WA 98052
509-548-5275	425-869-1233

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

34. Third Parties.

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

35. Governing Law.

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

36. Venue.

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

37. Attorney Fees

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

38. Authority

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

39. Counterparts.

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

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

CITY OF LEAVENWORTH

CORRECT EQUIPMENT, INC.

By _____
Carl Florea, Mayor

By _____
Print: _____

Approved as to form:

Attest:

Thom Graafstra, City Attorney

Chantell Steiner, City Clerk

Acknowledgement of Waiver of Contractor’s Industrial Insurance Immunity:

City

Contractor

ATTACHMENTS:

Attachment A

ATTACHMENT A (Scope of Work)

(Section 2 of Correct Equipment/Kamstrup proposal dated March 27, 2020)

2.1 PURCHASE OF AMI EQUIPMENT

2.1.2 Water Meters - Correct Equipment will supply Kamstrup flowIQ® ultrasonic meters from 1/4 to 3 inches as specified by the RFP.

- All meters will be AMI ready with built-in, integrated dual band radios for either AMI or AMR. The radio transmitter is under the glass so there is no need for external wires.
- Composite meters are proposed for 1/4 inch meters; brass meters for one inch service connections; and 316 stainless steel for 1.5, 2, and 3 inch service connections.
- Kamstrup composite body meters are made of a durable PPS material containing 40 percent glass fiber. Kamstrup's composite meters have been less susceptible to cross threading than brass body meters.
- Meters can be factory programmed to register in gallons. If ever necessary the flow IQ meter can be re-programmed In the field to a different unit of registration.
- The flowIQ meters supplied will have a factory laser engraved serial number on the register face as well as a permanent bar code. Since the flowIQ meter register and flow tube are an inseparable unit there is no need for a serial number on the body.
- All Kamstrup flowIQ meters are NFS-61 compliant.

2.1.3 Read Transmitting Nodes - The proposed Kamstrup AMI system does not require the use of external transmitting nodes as the radio is integrated in the meter (aka "under the glass"). This design simplifies meter installation and maintenance as there are no wires to that can be damaged by end customers, rodents, etc. In some cases for RF communication to a collector it may be necessary to affix an external through-the-lid antenna (supplied by Kamstrup and included in this proposal as an optional cost item). With poly and most cast iron lids RF propagation has been sufficient without external antennas for many AMI deployments. As described in the "AMR-AMI Solution Description" (included in the proposal packet) the integrated radio has the ability to adjust its transmission power if too low or unnecessarily too high when communicating with the AMI collector.

The standard data transmission scheme for Kamstrup AMI is the meter reporting hourly reads once every three hours to the collector. Along with the hourly reading, alarms (known as Info Codes) including leaks, burst, reverse flow, dry pipe, tamper, and low battery are communicated over the network. With Kamstrup AMI, notification of Info Codes is possible at time of detection or on a scheduled basis.

Meter data storage: The flowIQ 2250/3250 (AMI) meters store up to 100 days of hourly values, 460 days of daily readings, and 36 months of monthly readings. The Info Code logger stores up

to 50 events. Further details on retention time of other meter data such and maximum/minimum flows and temperatures can be found in the flowIQ 2250 and flowIQ 3250 data sheets. The flowIQ 2250/3250 meters are capable of two-way communication. Reading method (AMR or AMI), data interval, and alarm thresholds can be configured over the network or via the READy App (Kamstrup's mobile application software).

As stated previously, since the radio is integral to the meter there is little opportunity for tampering or unintended disconnection. Even in the case of an external antenna, the City would be able to detect and external antenna problem by viewing the performance monitoring page of READy Manager (Kamstrup's meter data management software).

Kamstrup and Correct Equipment recommend replacing any cast iron or concrete lids should there be a problem with RF communication with those specific meter pit locations. In general, polymer lids will minimize RF challenges. Pricing for polymer lids is included in the proposal packet.

2.1.4 Data Collection Equipment- Kamstrup will supply data collection equipment (hereafter "Collectors") as described in the AMR AMI Solution Description. The Radio Frequency Propagation Study report prepared for the City recommends at least three collectors be Installed for optimal coverage. Candidate locations are listed in the report. The collector components (consisting of a top box and collector base) are very compact, well under the City's volume requirement. All proposed locations for collectors are City owned infrastructure.

READy Collector Top contains the intelligence and the radio, transmitting and receiving all data to and from the meters. READy Collector Base provides power and Internet connectivity to READy Collector Top. A single READy Collector Base allows connection of up to four READy Collector Tops. READy Collector Base is configurable for either cellular or Ethernet backhaul communication. Upon connecting all cables and antennas, and power the system boots automatically. All configuration is done in READy Manager, including setting of frequencies and maximum allowed transmission power level. The system operates in a licensed frequency band, 450-470 MHz. Additional documentation for AMI collection equipment is included in the proposal packet.

2.1.5 Warranties- Kamstrup warrants the proposed meters for 10 years. This warranty not only includes the physical meter components but also the meter accuracy and battery. This proposal meets or exceeds the City's warranty requirements for meters and system hardware. The warranty also includes the transmitting node as the radio is integral to all Kamstrup flowIQ meters. Correct Equipment will warrant AMI collector components for 10 years.

2.2 WATER METER INSTALLATION

2.2.1 General Field Meter Replacement Requirements - Proposed meter installation contractor is Correct Equipment, Inc.. Correct Equipment, Inc. has over 10 years of experience in meter installations and related utility services. The company has performed several recent projects

specific to Kamstrup water meters. Replacement of existing meter box lids will be determined on a case by case basis. As Kamstrup meters have an integral radio, lid modification is more the exception. The primary purpose of lid replacement would be to enhance RF communication and is a preferred alternative to connecting a wired external antenna.

2.2.2 Installation Account Data Transfer - Correct Equipment, Inc. will work with the City to transfer all pre- existing and replacement meter data into READY Manager and BIAS as required.

2.3 SETUP AND INSTALLATION OF USER INTERLACE, COMPATIBILITY WITH CITY BILLING SOFTWARE FOR INTEGRATION

2.3.1 User Interface Site/Program - READY Manager is Kamstrup's hosted software for meter data management. READY Manager receives meter readings from the field via drive-by or the network. While the ultimate goal is to serve as an interface to the utility billing software, READY Manager offers a framework for visualization of meter data and system performance. The user interface consists of a Windows based client (however, the data is hosted in the cloud). READY Manager is a two-way system providing the ability to receive and send meter and customer data maintained the utility billing software. Kamstrup will work with the City to create a billing interface file specific to BIAS for the two way transfer of meter related data. The READY Manager Data Sheet summarizes additional capabilities of the READY Manager software. Sample screen shots are also included in the Appendix.

Internal Access: READY Manager has no known limit for number of concurrent users. This proposal includes pricing for five concurrent users.

Public Access: To provide access to individual end customer consumption data Kamstrup proposes a hosted software solution called "H20Analytics."

H20Analytics is a hosted, software-as-a-service water analytics and customer engagement company that helps water utilities better engage with their customers to promote water efficiency. The design and capabilities of the product offerings are tailored towards using big data to improve customer engagement and to change customer behavior/habits around the topic of water efficiency.

H20Analytics includes an end customer portal (including native mobile app) and a utility staff portal. A detailed description and pricing are contained in the proposal packet.

2.3.2 Staff Training - Kamstrup's training program consists of a comprehensive curriculum intended for every stakeholder in the City's organization to develop a solid understanding of the AMI system, how to operate it and how to maintain it optimally. The program covers everything from general radio principles, and then takes the students through the origin of Kamstrup's AMI, its components, and how they interact. Hands-on training is provided not only in operating any

hardware components, but also the day-to-day activities mainly involving the software side (i.e., READy Manager/Head-end system). In addition, a specific section is dedicated to billing operations and how Kamstrup's READy Manager will interface with the City's billing system. Finally, the training program addresses typical troubleshooting and maintenance techniques required for the system.

2.3.3 Integration with Utility Billing- As stated in Section 2.3.1, Kamstrup READy Manager will enable two-way communication to the City's utility billing software, BIAS. Import and export of meter and account data can be done on demand or automatic jobs can be configured in the READy Manager program.

2.4 CONTINUING SUPPORT AND SERVICES

2.4.1 Data Hosting and Security- Kamstrup AMI is encrypted end to end using multiple data security levels. The meter data communication is individually encrypted using AES 128-bit encryption. This ensures consumption data from the meter can only be decrypted by authorized mobile devices from the head end software. Kamstrup holds the most stringent security certifications including ISO 27001:2013, Information Security Management Systems and is GDPR compliant in Europe.

2.4.2 Continuing Service- Kamstrup's annual READy hosting includes all periodic updates to the READy Manager software (typically four releases per year) and technical support services for software and AMI hardware. Communication from collector to data hosting site is transmitted by either cellular or Ethernet backhaul. The collector unit includes a wireless modem with slot for City supplied SIM card. After initial start-up and testing phase the City is responsible for cellular backhaul charges through its wireless carrier.

2.4.3 Troubleshooting - Ongoing technical assistance for AMI software and hardware is covered by annual READy hosting agreement with the exception of onsite support which will incur additional charges.

2.4.4 System Maintenance and Updates - Software updates to the READy Manager and READy App software programs are Included in the annual hosting costs. New updates to READy Manager are easily installed through the software itself by the user checking for updates. Disruption is very minimal. The READy App can be updated via the Google Play service.

2.4.5 Work to Conform with Specifications and Remedial Action - Acknowledged by Kamstrup.

2.4.6 Performance Expectations; City's Right to Withdraw Portion of Work for Deficient Work or Terminate Contract for Cause -Acknowledged by Kamstrup.

Attachment B

ATTACHMENT B (Limited Warranty)

General

Seller warrants that the Products shall be free from defects in Materials and Workmanship for a period of ten (10) years from the date of delivery (the "Warranty Period") unless an extended warranty has been agreed upon. Special Limited Warranty Terms For flowIQ® 2100 Series, flowIQ® 2250 Series, flowIQ® 3101 Series Cold Water Meters and flowIQ® 3250 Series Cold Water Meters. Notwithstanding the below sections with regard to flowIQ® 2100 Series, flowIQ® 2250 Series, flowIQ® 3101 and flowIQ® 3250 Series Cold Water Meters which are delivered to Buyer directly from Seller, the following warranty terms shall apply:

Accuracy

(a) Seller warrants that Water Meters in the flowIQ® portfolio (except for those covered in (b) below) will perform to the accuracy as defined in AWWA C715-18 and to AWWA M6 manual (chapter 5, Testing new meters and table 5-3 defining test rates in accordance with AWWA C715) for a period of twenty (20) years from date of delivery to Buyer; and (b) Seller warrants that the flowIQ® 2100/3101 AMR and 2100/3101 Encoded/TRPL (Module 21 & 22) Output Water Meters will perform to the accuracy as defined in AWWA C708-II and to AWWA M6 manual (chapter 5, Testing new meters and table 5-3 defining test rates in accordance with AWWA C708) for a for a period of twenty {20} years from date of delivery to Buyer. Seller shall, at its sole discretion, repair or replace any defective meters at no cost for year one (1) through year ten (10) following the date of delivery or refund the purchase price for the defective meters. For year eleven {11} through year twenty (20) following the date of delivery, Seller shall, at its sole discretion, repair or replace any defective meters for a cost to Buyer which is the percentage of the prices set out in the price list valid at the time of return of the Product according to the following schedule: Any meter accuracy claims shall be subject to verification - initiated by Seller - through testing by a NIST Traceable laboratories or ISO 17025 accredited laboratories.

Battery Life

<u>Year</u>	<u>Replacement Price</u>	<u>Year</u>	<u>Replacement Price</u>
1-10	no cost	16	50%
11	20%	17	60%
12	25%	18	70%
13	30%	19	80%
14	35%	20	90%
15	40%		

Based on operation of the meters with either communication via the three wire encoded output or with communication via the embedded radio, the warranty on the system battery in the flowIQ® Water Meters shall be for a period of twenty (20) years. Seller shall, at its sole discretion, {i}

replace any meters that contain defective batteries at no cost for year one (1) through year ten {10} following the date of delivery or {ii} refund the purchase price for the meters that contain defective batteries. For year eleven (11) through year twenty (20) following the date of delivery, Seller shall, at its sole discretion, replace any meters that contain defective batteries at a cost to Buyer which is the percentage of the prices set out in the price list valid at the time of return of the Product according to the following schedule:

<u>Year</u>	<u>Replacement Price</u>	<u>Year</u>	<u>Replacement price</u>
1-10	no cost	16	50%
11	20%	17	60%
12	25%	18	70%
13	30%	19	80%
14	35%	20	90%
15	40%		

The Special Limited Warranty Terms related to battery life for flowIQ® 2250 Series and flowIQ® 3250 Series Cold Water Meters is void if the flowIQ® 2250 Series and flowIQ® 3250 Series Cold Water Meters at any time has been configured into priority mode.

WARRANTY EXCLUSIONS

ALL KAMSTRUP WARRANTIES IN THIS SECTION 12 SHALL NOT APPLY TO ANY OF THE FOLLOWING:

- (A) PRODUCTS THAT ARE DEFECTIVE OR DAMAGED BY NEGLIGENCE OR ACCIDENT OR BY OTHER CIRCUM-STANCES BEYOND KAMSTRUP'S REASONABLE CONTROL;
- (B) PRODUCTS THAT HAVE BEEN IMPROPERLY STORED, COMMISSIONED, INSTALLED, USED OR MAINTAINED BY BUYER OR A THIRD PARTY, OR THAT HAVE BEEN USED OR MAINTAINED NOT IN ACCORDANCE WITH ANY INSTRUCTIONS, MANUALS, SPECIFICATIONS OR OTHER DOCUMENTATION PROVIDED BY KAMSTRUP OR AVAILABLE ON ITS WEBSITE, OR IN THE ABSENCE OF SUCH DOCUMENTATION, GENERALLY ACCEPTED INDUSTRIAL PRACTICES;
- (C) PRODUCTS THAT HAVE BEEN ALTERED OR REPAIRED WITHOUT KAMSTRUP'S WRITEN AUTHORIZATION;
- (D) ANY DEFECT CAUSED BY WATER QUALITY OR CONDITIONS INCLUDING WITHOUT LIMITATION
 - (I) NON-COMPLIANCE WITH MINIMUM STANDARDS REQUIRED BY APPLICABLE LAW AND REGULATIONS, FOREIGN MATIER IN THE WATER SUCH AS DIRT, SAND, MINERALS, DEBRIS, DEPOSITS ,BIOFILMS, OR OTHER IMPURITIES; OR
 - (II) AGGRESSIVE WATER OR ENVIRONMENTAL CONDITIONS {INCLUDING SUBMERSION IN CONTAMINATED GROUND WATER OR EXTREME CORROSIVITY};

- (E) PRODUCTS WHICH HAVE BEEN USED OUTSIDE THEIR INGRESS PROTECTION RATING AS SHOWN IN DOCUMENTATION PROVIDED BY KAMSTRUP;
- (F) FLOW RATES ARE OUTSIDE ANY RANGE STATED IN THE PRODUCT SPECIFICATION;
- (G) PRODUCTS WHERE ANY SERIAL NUMBER OR SECURITY SEAL HAS BEEN REMOVED OR DEFACED;
- (H) EXCESSIVE EXPOSURE TO SUNLIGHT;
- (I) NORMAL WEAR AND TEAR; OR.
- (J) PRODUCTS WHICH HAVE BEEN USED AFTER DISCOVERY OF THE DEFECT.

Product Return

IF, WITHIN THE APPLICABLE WARRANTY PERIOD,

- (I) BUYER DISCOVERS ANY DEFECTS IN MATERIALS OR WORKMANSHIP, AND
- (II) NOTIFIES SELLER IN WRITING OF SUCH DEFECTS, AND
- (III) RETURNS THE DEFECTIVE PRODUCTS TO SELLER, SELLER SHALL, AT SELLER'S SOLE DISCRETION, REPAIR OR REPLACE THE DEFECTIVE PRODUCTS, OR REFUND THE PURCHASE PRICE FOR THE DEFECTIVE PRODUCTS. NO WARRANTY CLAIMS WILL BE PROCESSED IF RECEIVED AFTER THE WARRANTY PERIOD. REJECTED PRODUCTS MAY BE RETURNED ONLY WITH SELLER'S PRIOR EXPRESS WRITTEN CONSENT AND AT BUYER'S COST AND RISK. IF PRODUCTS ARE RETURNED WITHOUT SELLER'S PRIOR CONSENT, SELLER MAY REFUSE TO ACCEPT THE RETURNED PRODUCTS AND MAY RETURN THEM TO SELLER AT BUYER'S COST AND EXPENSE.

Set-Off

IN NO CASE WHATSOEVER, INCLUDING JUSTIFIED WARRANTY CLAIMS, IS THE BUYER ENTITLED TO RETAIN ANY MONIES OWED TO SELLER, EXCEPT UPON THE WRITTEN CONSENT OF SELLER. FURTHER, THE WARRANTIES PROVIDED FOR HEREIN SHALL NOT APPLY IN THE EVENT BUYER HAS FAILED TO REMIT PAYMENT IN FULL FOR SUCH PRODUCTS.

WARRANTY DISCLAIMER

WARRANTY DISCLAIMER. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

Attachment C



Schedule of Payment

25% - Due upon written order verification of all equipment as outlined in Section 2.1 of Attachment A of this contract.

25% - Due upon written verification of shipment and estimated delivery of all equipment as outlined in Section 2.1 of Attachment A of this contract.

30% - Due upon 100% completion of the installation of meters and data collection equipment as outlined in Sections 2.1 and 2.2 of Attachment A of this contract

10% - Due upon completion of setup and installation of User Interface, Compatibility with City Billing Software (BIAS) for Integration as outlined in Section 2.3 of Attachment A of this contract.

10% - Retainage released when all legal requirements satisfied

RESOLUTION NO. 16-2020

**A RESOLUTION OF THE CITY OF LEAVENWORTH, WASHINGTON,
CANCELING CERTAIN EVENTS AND GATHERINGS TO AVOID
SPREAD OF COVID -19.**

WHEREAS, the Country is facing an unprecedented pandemic due to COVID-19, which as of August 5, 2020 has resulted in 142,164 deaths in the US; and

WHEREAS, the State of Washington has experienced close to 62,000 confirmed cases of COVID-19 and 1,706 deaths; and

WHEREAS, Chelan County has over 1,200 confirmed cases with 12 deaths; and

WHEREAS, the Institute for Health Metrics and Evaluation models predict an increase of deaths due to COVID-19 until November 2020; and

WHEREAS, the Center for Disease Control has determined that the risk of COVID-19 spreading at events and gatherings increases according to the size of the crowds and where the lowest risk is associated to virtual-only activities and that highest risk is associated to large in person gatherings where it is difficult for individuals to remain spaced at least 6 feet apart and attendees travel from outside the local area; and

WHEREAS, the City of Leavenworth hosts events that attract large crowds from the region and thus risks of COVID-19 spread and contamination increase; and

WHEREAS, the State of Washington has banned gatherings of more than five individuals during the current modified Phase 1; and

WHEREAS, the City Council of the City of Leavenworth, in keeping with the above mentioned emergency declarations, shall not permit any ice rink or similar seasonal recreational facility to be placed on City property during the winter of 2020-2021, or until such time that the City is allowed to move into PHASE 4 of the Governor's Phased Reopening which allows for recreational activities of greater than 50 people.

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

SECTION 1. Except as provided in SECTION 3, where City permits or approvals are required, for use of city property, the City shall not issue any permits, approvals or licenses for events that congregate more than five individuals on City property or right of way.

SECTION 2. Regardless of location, the City will not issue any Special Use Permits or other City permits related to events if such use requiring such permit gathers more than five people.

SECTION 3. Special Use Permits related to restaurant, retail, and related services in the Downtown core will continue to be evaluated and issued following State of Washington guidelines.

SECTION 4. The City of Leavenworth Festhalle & Civic Center shall remain closed to all events or gatherings. Use of the facility may be authorized by the City Administrator on a case by case basis in accordance with State of Washington guidelines.

SECTION 5. The sections in this resolution will remain in force until State of Washington Guidelines establish an ability and authority to move into different phases of Safe Start Washington that permit the events and gatherings addressed in this Resolution.

APPROVED AND ADOPTED by the City Council of the City of Leavenworth this 11th day of August, 2020.

APPROVED

Carl Florea, Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas H. Graafstra, City Attorney

Chantell Steiner, Finance Director/City Clerk