

UPPER VALLEY PARKS AND RECREATION SERVICE AREA
BOARD MEETING
Thursday, February 3, 2022 8:00 a.m.
via Zoom Conferencing

Join Zoom Meeting
<https://us02web.zoom.us/j/85792449407?pwd=Ymk2Y0hIVEl0dHpSVW01NDN6MDDdLUT09>

Meeting ID: 857 9244 9407
Passcode: 02032022
Dial by your location
+1 253 215 8782 US (Tacoma)

I. Roll Call

II. Approval of Consent Agenda

- A. Approval of Agenda
- B. November 12, 2021 Minutes
- C. PRSA Claims Items from November 1, 2021 – December 31, 2021 = \$61,100

III. Information Items

- A. Pool Manager & Facility Updates
 - 1. Capital Improvements Updates
 - 2. Pool Enclosure Updates
 - 3. Cashmere City Pool Staffing Collaboration
- B. 2021 Final City Pool Budget Position through December 31, 2021
- C. 2021 Annual Report – Due by May 30, 2022
- D. Review Aquatic Center Interlocal Agreement w/City of Leavenworth
- E. Review Interlocal Agreement with Chelan County
- F. Chelan County Icicle Road Update
- G. AutoCamp Opportunities for Community Recreation
- H. PRSA Mailer Update
- I. February 14 Levy Workshop

IV. Action Items

- A. Elect Chair, Vice-Chair, and Secretary
- B. Fee Schedule - Rate Recommendations for 2022 Season – Rate History Sheet Included
- C. Approval of Interlocal Agreement with Chelan County
- D. Capital Improvements
 - 1. Pool Enclosure

V. Adjournment

**UPPER VALLEY PARKS AND RECREATION SERVICE AREA
BOARD MEETING
Thursday, November 12, 2021 9:00 a.m.
Zoom**

DRAFT MINUTES, TO BE APPROVED

Meeting called to order at 9:06am by Board Member Jason Lundgren.

I. Roll Call

Board Present: Aaron Simon, Jason Lundgren, Lauri Malmquist (arrived at 9:30am), Bob Bugert, Eron Drew, Anne Hessburg

Staff Present: Kiah Patzkowsky, Kelley Lemons, Tom Wachholder

Guests Present: Sharon Waters

II. Approval of Consent Agenda

Board Member Lundgren moved to approve the agenda, Board Member Anne Hessburg, seconded, all in favor, none opposed. Agenda approved at 9:07am.

- A. Approval of Agenda
- B. August 12, 2021 Meeting Minutes, September 16, 2021 Special Meeting Minutes, October 6, 2021 Special Meeting Minutes, and November 8, 2021 Work Session Minutes
- C. Claims Items from August 1, 2021 – October 31, 2021 = \$21,000

III. Information Items

- A. Pool Manager & Facility Updates
 - 1. Minor Improvements Update – *KP to share photos of items we'd like to update at the pool, share what PW can contribute to and timelines as such*

Pool Manager Kelley Lemons reported that she didn't have any items to report at this time. PRSA Coordinator Kiah Patzkowsky shared a list of minor improvements that were recommended at the end of the 2021 season by Pool Manager Lemons and Assistant Manager Sharon Waters, including removing lockers from the men's and women's locker rooms, repainting the interior, repairing drainage issues in toilets and floor drains, repairing drain trim along the entry edge of the shallow-entry pool, and repairing surface cracks and underwater lighting in the pool. She reported that City of Leavenworth Public Works would look at the drainage issues and drain trim in the spring. Public Works Director Tom Wachholder shared some possible challenges posed by painting the facility in the winter which could affect Public Works' capacity for this project, and recommended doing this work in-house rather than contracting it out. Board Member Hessburg asked if this work could be done in the spring to avoid needing to wrap the building and heat it, and Director Wachholder shared that a spring timeline could possibly bump this work up close to the pool opening, and as such it was his preference to take this on over the winter. He shared that Public Works didn't currently have the resources to jump on this work due to continuing fall maintenance.

PRSA Coordinator Patzkowsky asked about future storage needs with regard to removing the lockers; Pool Manager Lemons reported that the lockers are very minimally used and don't function well and

encouraged moving forward with removal. Pool Manager Lemons shared that with regard to the timeline of repairs being made in the pool, it is ideal to have the pool water ready by May 1.

B. 2021 City Pool Budget Position through 10/31/2021

PRSA Coordinator Patzkowsky made note of the lack of revenues due to a shortened swim season and lowered capacity due to the effects of Covid. She shared that personnel costs are now complete and that there are still funds remaining on the community needs assessment, also noting that the City has paid \$3,500 of their budgeted \$5,000 towards the needs assessment. She shared that supplies were high due to extra chemicals needed this year for cleaning algae, and that minor equipment costs were due to the unplanned purchase of a laptop for the pool. She shared that an interfund loan payment and interest will be paid on Dec. 31, and that winter costs are expected to be minimal. She also shared that engineering costs related to the concrete slab project were coded to the capital improvements line item. Pool Manager Lemons suggested making note that donations received are specifically for swim lessons.

C. City 2022 – 2023 Pool Budget

PRSA Coordinator Patzkowsky shared that the 2022 pool budget is already approved and that the 2023 pool budget will start coming together in spring 2022, when the Board can make recommendations to the City for spending; recommendations will be due to the City of Leavenworth no later than after the August PRSA board meeting. She shared that capital projects should be a main focus for the Board to consider when making budget recommendations.

D. Upper Valley Park & Rec – Regular Levy Preliminary Values for 2022 Tax Year

PRSA Coordinator Patzkowsky shared that Resolution 1-2021 increases the M&O levy by 1%, which equates to \$1,732 and reviewed preliminary tax revenue projections for 2022.

E. 2022 PRSA Budget Document Review

PRSA Coordinator Patzkowsky confirmed for the Board that the budget being set at \$200,000 allows for flexibility in tax collection, should actual tax revenue exceed the projected amounts.

F. 2022 Proposed Meeting Dates

The PRSA Board discussed maintaining the current pattern of quarterly meetings that fall on the second Thursday of the months of February, May, August and November versus shifting the dates to earlier or later in the month. To avoid conflict with Leavenworth City Council meeting weeks and to give ample lead time to implement decisions or recommendations for pool operations, the Board agreed to shift its quarterly meetings to the first Thursday of the months of February, May, August and November in 2022, starting the meetings at 8am to help accommodate Board members' other commitments. Board Member Bugert moved to approve this shift, Board Member Hessburg seconded, all in favor and none opposed. Motion to shift meetings approved at 9:48am.

G. PRSA Interlocal Agreement Updates

1. Aquatic Center Agreement w/City of Leavenworth

PRSA Coordinator Patzkowsky shared that she hopes to get an updated Aquatic Center agreement with

the City of Leavenworth by the end of the year, and asked the Board for guidance on the term of this agreement lasting until 2042, and whether auto-renewals of the agreement corresponding with voter-approved M&O levies every six years until 2042. PRSA Board members suggested reaching out to Finance Director Steiner for feedback on this matter.

2. Interlocal Agreement w/Chelan County

PRSA Coordinator Patzkowsky shared that she's working on some notes in an updated Interlocal Agreement with Chelan County to send to Board Member Bugert so that he can share with appropriate parties at Chelan County. Board Member Bugert shared that he'll work on scheduling a meeting with the Chelan County Auditor and Board Chair Simon, aiming for December.

3. PRSA Boundaries

The Board had no additional comments on PRSA Boundaries.

G. Needs Assessment Options Moving Forward

PRSA Coordinator Patzkowsky summarized the major priorities of the PRSA's needs assessments as enclosing the pool for year-round use and creating shared-use trails to connect Upper Valley communities. Board Member Bugert shared most likely next steps for portions of the Chelan County Pathways plan. Board Member Eron Drew asked whether the PRSA could have any input in improvements currently being made on the Chumstick Highway to widen the shoulder. Board Member Bugert shared that under the Chelan-Douglas Transportation Council, a request of federal dollars has been made to make improvements along the Chumstick Highway in a long-term project, and that this project would involve a lot of public involvement, which could offer the PRSA an opportunity to support the public involvement process.

Board Member Lundgren asked whether there are smaller shared-use trail wins in the Upper Valley, such as improving trails in Peshastin. Board Member Malmquist shared that she'll bring this idea up at the upcoming Peshastin Community Council meeting to discuss. Board Chair Simon shared that Icicle Road has some safety issues regarding bicycle use and shared an idea to work with Chelan County to restripe Icicle Road to create bicycle lanes; Board Member Lundgren agreed on pursuing this idea. Board Member Bugert shared that he'll bring this idea up to the Chelan County Public Works director to gauge feasibility.

Board Member Lundgren shared that he believes the PRSA needs to allocate some resources to engineering and architecture for covering the pool, encouraging a goal of having real information and analyses in 18 months. PRSA Coordinator Patzkowsky shared that the engineering firm UMC is able to do an investment-grade audit on a pool enclosure, and the cost of that audit would roll over into the cost of the pool enclosure project if the PRSA and City of Leavenworth move forward with the project, but that the cost of the audit would come due if the PRSA and City of Leavenworth decide not to move forward with the project.

Board Member Lundgren shared that an RFP should be done for this work, and Board Member Drew agreed. Public Works Director Wachholder shared that this would be a Request for Qualification process, and shared some experience in this process for Public Works projects, encouraging a very clear scope for an RFP or RFQ. He asked whether this process would be for a high-level scope or actual construction documents, and PRSA Coordinator shared she believes a scope is the best way forward so that scope

information could be used to garner community support for the project. Board Member Malmquist shared that moving forward with an alternatives analysis makes sense. Public Works Director Wachholder shared that he believes budgeting \$25,000-\$35,000 should be a good starting point for scoping out a pool enclosure.

City Council Member Sharon Waters asked whether this scoping process should wait until PRSA boundaries are potentially updated and encouraged a retractable roof enclosure to maintain flexibility in pool usage. Board Member Lundgren shared that the PRSA Board doesn't intend to change PRSA boundaries, and that making the pool available for use year-round creates more opportunities for more community members to utilize the pool. PRSA Coordinator Patzkowsky shared that the initial estimate that UMC Inc. provided was based on a retractable roof.

Public Works Director Wachholder confirmed that if the City were to be the agency or project manager then a qualifications-based selection process would have to be followed. Board Member Drew suggested including a retractable roof as an option and Board Member Lundgren suggested an alternatives analysis include options for various designs, and encouraged moving forward with an RFP process.

Board Member Hessburg shared that the PRSA collaborating with the Leavenworth City Council will be a part of this process but doesn't necessarily need to be the first step, and shared that knowing what sort of structure the PRSA intends to move forward with along with knowing about potential federal funding through Senator Schrier's office would be helpful in understanding how the City of Leavenworth could be involved. She shared this could be a phased process with the first phase looking at costs associated with various enclosure options, with a second phase associated with design options, and that the PRSA will need to do more outreach on what the community is willing to fund via taxation.

PRSA Coordinator Patzkowsky reminded the board of capital improvement funds that haven't been used for some smaller projects that could be allocated to this scoping work. Board members agreed that doing a scope analysis will bring greater benefit to the community in the long run than some of the smaller improvements, such as concrete slabs.

Board Member Drew shared that during the scope and design process for possible pool enclosure, the PRSA could spend time on PR within the community, sharing information about needs assessment findings and how the PRSA plans to move forward with ideas, including via a mailer to the community in the new year. Moving forward, PRSA Coordinator Patzkowsky agreed to work on a draft of an RFP/RFQ for scoping out pool enclosure options, with input from Public Works Director Wachholder.

- I. Capital Improvement Updates
 1. Pool Slide
 2. Pool Shade Options
 3. Grass Area Conversion to Concrete Area
 4. Enclosure of Pool

PRSA Coordinator Patzkowsky shared that enclosing the pool will become a large project and shared that due to the cost of projects like purchasing and installing a slide, that project would need to go out as a Public Works project. The PRSA Board agreed that redirecting funds to explore enclosing the pool based on needs assessment will benefit the community. PRSA Coordinator Patzkowsky shared ideas regarding adding additional umbrellas to create more shade for pool users and intends to work with Pool Manager Lemons on options.

IV. Action Items

Public Hearing: 2022 PRSA Budget

Board Chair Simon opened the public hearing at 10:51am. No comments were received from members of the public. Board Chair Simon closed the public hearing at 10:56am.

A. Resolution 1-2021 Levy for Annual Regular Property Tax Levy / DOR Form

Board Member Lundgren moved to adopt Resolution 1-2021, seconded by Board Member Malmquist, all in favor, none opposed. Resolution adopted at 10:57am.

B. Resolution 2-2021 Adopting Budget for 2022

Board Member Hessburg moved to adopt Resolution 2-2021, seconded by Board Member Drew, all in favor, none opposed. Resolution adopted at 10:57am.

C. Motion to Authorize the Chair to Sign the Levy Certification

Board Member Hessburg moved to authorize the PRSA Chair to sign the levy certification, seconded by Board Member Lundgren, all in favor, none opposed. Authorization approved at 10:58am.

D. Capital Purchase Options – See Information Items H. 1-4 for Consideration

V. Adjournment

Board Member Lundgren moved to adjourn, seconded by Board Member Hessburg, all in favor, none opposed. Meeting adjourned at 11:00am.

Minutes submitted by PRSA Coordinator Kiah Patzkowsky

Expenditure Detail Report

expdetl.rpt
 01/18/2022 9:02AM
 Periods: 11 through 13

Chelan County of Washington
 11/01/2021 through 12/31/2021

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
677 Upper Valley Park & Rec						
001 Upper Valley Park & Rec						
57000 Culture and Recreation						
57600 Park Facilities						
57600.60 Capital Outlay						
57600.60.000 Capital Outlay	153,670.00	0.00	108,900.00	0.00	44,770.00	70.87
11/10/2021 apinvoice IN 2021-3						
Vendor: 100383 CITY OF LEAVENWORTH Check # 890550						
57600.60.000 Capital Outlay	153,670.00	61,100.00	170,000.00	0.00	-16,330.00	110.63
Total Culture and Recreation	153,670.00	61,100.00	170,000.00	0.00	-16,330.00	110.63
58000 Non-Expenditures						
58600 Agency Type Disbursements						
58600.00 Transfers Out						
58600.00.000 Transfer out	17,000.00	0.00	0.00	0.00	17,000.00	0.00
Total Transfers Out	17,000.00	0.00	0.00	0.00	17,000.00	0.00
Total Agency Type Disbursements	17,000.00	0.00	0.00	0.00	17,000.00	0.00
Total Non-Expenditures	17,000.00	0.00	0.00	0.00	17,000.00	0.00
Total Upper Valley Park & Rec	170,670.00	61,100.00	170,000.00	0.00	670.00	99.61

Expenditure Detail Report
 Chelan County of Washington
 11/01/2021 through 12/31/2021

expdttl.rpt
 01/18/2022 9:02AM
 Periods: 11 through 13

677 Upper Valley Park & Rec
 110 Upper Valley Park & Rec Bond

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
58000 Non-Expenditures						
58600 Agency Type Disbursements						
58600.00 Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00
Total Non-Expenditures						
59000 Miscellaneous Expenditures						
59100 Redemption of Long-Term Debt						
59100.70 Debt Service Principal	0.00	0.00	0.00	0.00	0.00	0.00
Total Redemption of Long-Term Debt						
59200 Interest & Other Debt Service Costs						
59200.80 Debt Service Interest	0.00	0.00	0.00	0.00	0.00	0.00
Total Interest & Other Debt Service Costs						
59700 Transfers Out						
59700.00 Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00
Total Upper Valley Park & Rec Bond	170,670.00	61,100.00	170,000.00	0.00	670.00	99.61
Total Upper Valley Park & Rec						
Grand Total	170,670.00	61,100.00	170,000.00	0.00	670.00	99.61

5 YEAR BUDGET COMPARISON

City Of Leavenworth

Time: 16:46:20 Date: 01/21/2022

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176 Community Swimming Pool

Account	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2021 Appropriated	2022 Appropriated	Comment
308 31 00 176 Reserved Beginning Net Cash & Invest	0.00	0.00	220,131.24	207,967.95	207,968.00	64,261.00	
308 51 00 176 Reserved Beginning Net Cash & Invest	33,697.67	68,283.92	0.00	0.00	0.00	0.00	
308 Beginning Balances	33,697.67	68,283.92	220,131.24	207,967.95	207,968.00	64,261.00	
311 10 00 001 Real & Personal Property Taxes	0.00	161,300.00	166,000.00	170,000.00	170,000.00	171,700.00	
310 Taxes	0.00	161,300.00	166,000.00	170,000.00	170,000.00	171,700.00	
347 30 00 000 Pool Pass Ent. Fees	35,234.00	34,200.80	0.00	20,872.00	34,000.00	34,000.00	
347 30 00 001 Pool Concession Fees	2,653.00	1,859.68	0.00	358.99	2,000.00	2,000.00	
347 30 00 002 Pool Daily Ent. Fees	35,851.34	33,793.37	0.00	20,931.00	40,000.00	40,000.00	
347 30 00 003 Pool Rental Fees	772.00	888.00	0.00	0.00	1,000.00	1,000.00	
347 30 00 004 Pool Swim Lessons	13,156.00	15,508.00	0.00	16,975.00	15,000.00	15,000.00	
347 30 00 005 Pool Swim Special Lessons Rate	3,060.00	3,750.00	0.00	0.00	3,500.00	3,500.00	
347 30 00 006 Swim Team Rental	4,328.00	4,104.00	0.00	2,064.00	4,000.00	4,000.00	
340 Charges For Goods & Services	95,054.34	94,103.85	0.00	61,200.99	99,500.00	99,500.00	
361 11 17 060 Investment Interest	734.04	1,306.54	1,888.05	374.21	600.00	800.00	
367 11 01 076 Pool Donations	141.00	138.71	0.00	2,582.36	150.00	150.00	
369 91 01 076 Miscellaneous Revenue	26.00	738.64	0.00	1,210.60	1,250.00	1,250.00	
360 Interest & Other Earnings	901.04	2,183.89	1,888.05	4,167.17	2,000.00	2,200.00	
381 10 99 002 Interfund Loan - FM CE Multiyear	0.00	61,045.00	0.00	0.00	0.00	0.00	
380 Non Revenues	0.00	61,045.00	0.00	0.00	0.00	0.00	
397 00 00 010 Trans In-Fm 635 PRSA	127,000.00	0.00	0.00	0.00	0.00	0.00	
397 76 00 031 Trans In-Fm #001 CE	8,768.00	61,045.00	0.00	0.00	0.00	0.00	
397 76 00 035 Trans In-Fm #104 LT	0.00	61,045.00	0.00	0.00	0.00	0.00	
397 Interfund Transfers	135,768.00	122,090.00	0.00	0.00	0.00	0.00	
TOTAL REVENUES:	265,421.05	509,006.66	388,019.29	443,336.11	479,468.00	337,661.00	
576 20 10 000 Salaries & Wages	103,400.95	105,387.69	7,234.61	107,315.81	150,150.00	135,473.00	
576 20 20 000 Benefits	14,231.01	15,122.61	896.43	15,797.25	22,160.00	19,483.00	
576 20 31 000 Office & Operating Supplies	20,122.66	30,987.58	772.69	35,530.32	30,000.00	30,000.00	
576 20 31 001 Operating Supplies-Concessions	2,307.27	742.78	0.00	0.00	1,500.00	1,500.00	
576 20 31 002 Credit Card Service Charges	0.00	1,108.75	75.60	1,034.36	1,000.00	1,000.00	
576 20 35 000 Small Tool & Minor Equipment	0.00	1,094.11	0.00	1,803.01	500.00	500.00	

5 YEAR BUDGET COMPARISON

City Of Leavenworth

Time: 16:46:20 Date: 01/21/2022

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176 Community Swimming Pool

Account	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2021 Appropriated	2022 Appropriated	Comment
576 20 40 001 Other Interfund Svs & Chgs	1,694.27	2,810.06	1,541.35	4,023.12	3,896.00	2,977.00	
576 20 40 005 External Taxes-Sales-B&O Taxes	4,914.22	6,582.31	0.00	4,236.81	7,000.00	7,000.00	
576 20 41 000 Professional Services	136.58	0.00	0.00	0.00	1,500.00	1,500.00	
576 20 41 001 Election Costs	8,768.00	0.00	0.00	0.00	0.00	10,000.00	
576 20 41 002 Comm. Needs Assessment Study	0.00	0.00	0.00	20,752.96	25,000.00	0.00	
576 20 41 003 Audit Costs	0.00	0.00	0.00	2,205.45	2,500.00	1,500.00	
576 20 42 000 Comm-Phone/Postage/Fx	553.99	1,648.17	1,059.80	1,747.71	1,200.00	1,200.00	
576 20 43 000 Travel-Lodging/Meals/Mileage	0.00	0.00	0.00	45.36	0.00	0.00	
576 20 44 000 Advertising	510.00	640.20	244.54	237.58	750.00	750.00	
576 20 46 000 Insurance	9,907.05	9,388.00	9,420.00	10,018.00	10,048.00	10,550.00	
576 20 47 000 Utilities	19,208.85	21,205.02	5,636.62	17,428.03	21,000.00	21,500.00	
576 20 48 000 Repairs & Maintenance	233.13	3,068.30	108.51	3,560.92	5,000.00	5,000.00	
576 20 49 000 Misc-Reg/Dues/Subscriptions	360.00	1,731.00	0.00	0.00	1,000.00	1,000.00	
576 Park Facilities	186,347.98	201,516.58	26,990.15	225,736.69	284,204.00	250,933.00	
581 20 00 099 Interfund Loan Repay - To CE	0.00	0.00	20,348.33	20,348.33	20,348.00	20,348.00	
580 Non Expenditures	0.00	0.00	20,348.33	20,348.33	20,348.00	20,348.00	
592 76 82 000 Interest On Interfund Loan	0.00	0.00	805.13	533.81	534.00	222.00	
592 Debt Service - Interest Costs	0.00	0.00	805.13	533.81	534.00	222.00	
594 76 63 002 Pool Equipment Replacement	10,789.15	0.00	6,130.87	23,416.69	23,417.00	86,583.00	
594 76 63 004 Chemical Remote Sensor	0.00	0.00	11,542.59	0.00	0.00	0.00	
594 76 63 008 Pool Heater Elements/Salt Cells	0.00	0.00	0.00	0.00	2,500.00	2,500.00	
594 76 63 010 Pool Resurface / Surge Tank Replacement	0.00	87,358.84	114,234.27	0.00	0.00	0.00	
594 Capital Expenditures	10,789.15	87,358.84	131,907.73	23,416.69	25,917.00	89,083.00	
508 31 00 176 Ending Fund Balance	0.00	0.00	0.00	0.00	148,465.00	-22,925.00	
999 Ending Balance	0.00	0.00	0.00	0.00	148,465.00	-22,925.00	
TOTAL EXPENDITURES:	197,137.13	288,875.42	180,051.34	270,035.52	479,468.00	337,661.00	
FUND GAIN/LOSS:	68,283.92	220,131.24	207,967.95	173,300.59	0.00	0.00	

Leavenworth Pool Rate History

PRSA RESIDENT

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
<u>Day Use Fees</u>											
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	5.00
Senior (all swims age 65 & up)	2.50	2.00	2.25	2.25	2.25	2.50	3.00	3.00	3.00	3.00	3.00
Lap Swim / Water Exercise	3.00	3.00	3.25	3.25	3.25	3.50	4.00	4.00	4.00	5.00	5.00
<u>Season Passes</u>											
Family Pass	130.00	130.00	140.00	140.00	140.00	140.00	150.00	150.00	150.00	165.00	165.00
Individual Pass	75.00	75.00	80.00	80.00	80.00	80.00	90.00	90.00	90.00	100.00	100.00
Senior Pass (includes all access)	45.00	45.00	50.00	50.00	50.00	50.00	60.00	60.00	60.00	60.00	60.00
<u>Swim Lessons</u>											
Class Lessons/per student	27.00	30.00	30.00	30.00	30.00	30.00	35.00	35.00	35.00	40.00	40.00
Private Lessons	35.00	35.00	35.00	35.00	35.00	35.00	40.00	40.00	40.00	60.00	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	2021
<u>Day Use Fees</u>											
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	7.00
Senior (all swims age 65 & up)	3.50	4.00	4.25	4.25	4.25	4.50	5.00	5.00	5.00	5.00	5.00
Lap Swim / Water Exercise	4.00	4.00	4.25	4.25	5.25	5.50	6.00	6.00	6.00	7.00	7.00
<u>Season Passes</u>											
Family Pass	160.00	160.00	170.00	170.00	170.00	170.00	190.00	190.00	190.00	210.00	210.00
Individual Pass	95.00	95.00	100.00	100.00	100.00	100.00	120.00	120.00	120.00	130.00	130.00
Senior Pass (includes all access)	55.00	55.00	60.00	60.00	60.00	60.00	75.00	75.00	75.00	75.00	75.00
<u>Swim Lessons</u>											
Class Lessons/per student	32.00	35.00	35.00	35.00	35.00	35.00	40.00	40.00	40.00	45.00	45.00
Private Lessons	35.00	35.00	35.00	35.00	35.00	35.00	40.00	40.00	40.00	60.00	60.00
Kayaks	5.00	5.00	5.00	5.00	5.00	5.00	10.00	10.00	10.00	Removed	-

RESIDENT & NON-RESIDENT

Pool Rental	\$65/\$15	\$65/\$15	\$65/\$15	\$65/\$15	\$65/\$15	\$65/\$15	\$100/\$16	\$100/\$16	\$100/\$16	\$125/\$17.50	\$125/\$17.50
Swim Teams	-	-	-	-	-	-	\$60pp	\$60pp	\$60pp	\$65pp	\$65pp

AQUATICS CENTER / POOL FACILITY INTERLOCAL AGREEMENT

An Interlocal Agreement between the Upper Valley Park & Recreation Service Area Governing Board (hereinafter "Board") and the City of Leavenworth, Washington, a municipal corporation (hereinafter "City") dated this _____day of February 2022 designating the City of Leavenworth as lead agency and assigning duties and responsibilities for the planning, operation, and maintenance of the Aquatics Center / Pool Facility.

WHEREAS, the Upper Valley Park and Recreation Service Area ("UVPRSA") was officially created in 1998 by Interlocal Agreement between Chelan County and the City of Leavenworth (the ILA) in accordance with RCW 36.68.400 and RCW 39.34; and

WHEREAS, the Board and the City desire to continue with the past establishment of the City as lead agency to address all planning, operation, and maintenance of the Aquatics Center / Pool Facility (hereinafter sometimes referred to as "the facility or facilities"),

NOW THEREFORE, the parties hereto agree as follows:

Section 1: Lead Agency

The City is hereby designated as the Lead Agency responsible for planning, operation, and maintenance of the Aquatics Center / Pool Facility, subject to applicable statutory requirements and the ILA governing the Board, City, and Chelan County. The City Administrative Services Director or designee shall be the Project Manager.

Section 2: Grant Applications

The City of Leavenworth will work with the Board on any new proposed grant applications for funding when requested to ensure proper state and legal procedures for applications, award, monitoring, and audit requirements in accordance with all legal requirements of the State of Washington and Federal requirements when appropriate.

Section 3: Operation and Maintenance

The City shall assume all responsibilities of operation and maintenance of the facility, using property taxes budgeted for and paid under this agreement by the Board. The Board shall budget for and pay to the City all costs of operation and maintenance of the facility from maintenance and operation levy proceeds approved by the Recreation Service Area voters. The City will utilize other user fees generated from pool fees charged to customers to supplement the necessary funding to operate the facility. The Board shall designate in its proposed budget those administrative, maintenance and operation services to be provided by the City, and the City shall approve the budgeted amounts or negotiate alternative amounts with the Board. If the City and Board fail to agree, the matter shall first be submitted to

mediation and if that fails then to binding arbitration, with each party selecting one arbitrator and the two arbitrators selecting a third arbitrator. A decision of two of the arbitrators shall be binding on the parties. The Board shall recommend to the City a reasonable schedule of repair and replacement reserve funds for the purpose of keeping the facility operating efficiently. Except for other reimbursement authorized by this agreement, the City shall use all revenues received from user fees, levies or other Board sources to operate and maintain the Aquatic Center / Pool Facility. In its management of the facility, the City may enter into contracts with other entities, as allowed by law.

Section 4: Term

This agreement shall be in effect on execution and remain in effect until terminated. This agreement shall remain in effect during the pendency of any current Maintenance and Operation Levy and any subsequent voter-approved six-year Maintenance and Operation (M&O) levies for the Aquatic Center / Pool Facility without further amendment to this agreement being necessary. If the City elects to terminate this agreement, it shall notify the Board no later than 365 days prior to the end date of any then current Maintenance and Operation Levy. The City may elect to allow this agreement to continue even though a new Maintenance and Operation Levy has not been approved. The agreement shall then continue on a year-to-year basis, unless the City gives the Board a notice of intent to not renew no later than January 1 of any continuing year, in which case this agreement shall terminate as of December 31 in the year such notice is given. Notwithstanding the foregoing, this agreement shall terminate on December 31, 2042. If this agreement is terminated or not continued then the provisions of Section 5 shall apply.

Section 5: Termination of Agreement/Disposition of Property

Upon termination or non-continuance of this agreement for any reason, the Board shall have the option to operate the Aquatic Center / Pool Facility, either itself or by agreement with other entities, until December 31, 2042, at which time this option will terminate and the City will retain sole ownership and control of the facility. Said operation by the Board shall be without obligation for payment of rent or other fees to the City for use of the facility and its appurtenances, but on the condition that the City incur no cost or liability associated with the operation, (except as the City may hereafter agree in writing.) If the Board desires to contract with another entity, the Board shall first provide written notice of the proposed contract to the City, and the City shall have thirty (30) days in which to contract with the Board for operation on the same terms. If the Board fails to notify the City of its intent to operate the facility by the effective date of termination or non-continuance, the City may proceed to operate the facility, either by itself or by agreement with other entities, without obligation to pay rent or other fees to the Board for use of the facility.

Section 6: Dissolution

Upon the dissolution of the Board, the Board shall, after paying or making provision for

payment of all liabilities of the Board, dispose of all assets to the City. Any assets not so disposed of shall be disposed of by the Superior Court of Chelan County, Washington, exclusively for such purposes or to such organization or organizations which have a substantially similar mission as the Board, as said court shall determine. In the event of inactivity as defined in RCW 36.96, dissolution of the inactive special purpose district shall follow applicable procedures as defined in RCW 36.96.

Section 7: Independent Counsel

Board and City shall each have independent legal counsel. City shall advance the costs of Board's legal counsel which advanced costs shall be reimbursed from any Aquatics Center / Pool Facility proceeds, operating revenues, or any other funds legally available for that purpose.

Section 8: Filing

The City shall in accordance with RCW 39.34, upon execution of this agreement, file the agreement with the Chelan County Auditor. In the alternative, this agreement shall be posted on the City and UVPRSA websites as required by Chapter 39.34 RCW.

Passed by the Upper Valley Park & Recreation Service Area Board and approved by the Chair this ____ day of February, 2022.

Aaron sIMON, UVPRSA Chair

Kiah Patzkowsky, UVPRSA Coordinator

Passed by the City Council of the City of Leavenworth and approved by the Mayor this ____ day of February, 2022.

Carl Florea, Mayor

Chantell Steiner, Finance Director/City Clerk

INTERLOCAL AGREEMENT

UPPER VALLEY PARK AND RECREATION AREA

This agreement is made pursuant to RCW Chapter 39.34 between the County of Chelan, a municipal corporation, (hereafter “County”) and the City of Leavenworth, a municipal corporation (hereafter “City”) with ratification by the Peshastin Community Council, Chumstick Community representative and the Cascade School District #228, maintaining the Upper Valley Park and Recreation Service Area and its Board of Directors pursuant to RCW 36.68.400, and setting forth the purpose, duties and responsibilities of the Board.

RECITALS

WHEREAS, the County passed Resolution No. 97-114 on the 2nd day of September, 1997 to create the Upper Valley Park and Recreation Service Area, a quasi-municipal corporation, an independent taxing authority within the meaning of Section 1., Article 7 of the Constitution and a taxing district within the meaning of Section 2., Article 7; and,

WHEREAS, the boundary of the Upper Valley Park and Recreation Service Area has been, is and shall be the following areas: Areas 1 & 2, all of which lie within the corporate boundary of the City of Leavenworth; Area 3, to include the Chumstick community; Area 4, to include the Icicle Road community; and Area 5, to include the Peshastin community. The legal descriptions of these boundaries are described on Exhibit “A” attached hereto and incorporated herein, and,

WHEREAS, the proposal to establish a Park and Recreation Service Area was approved by voters of the proposed Upper Valley Park and Recreation Service Area on November 4, 1997, and has been certified by the County in accordance with law, and,

WHEREAS, the County and City desire to continue to maintain the Upper Valley Park and Recreation Service Area for the purpose of financing, acquiring, constructing, improving, maintaining or operating any park, Senior Citizen Activity Center, zoo, aquarium and recreation facility as defined in RCW Chapter 36.69.010, and,

WHEREAS, the County and the City created a board of directors by prior Interlocal Agreement dated April 15, 1998 and desire to continue the Board pursuant to RCW 36.68.400 and related statutes, which Board shall include representatives of Peshastin, Chumstick and the Cascade School District.

Now, therefore, the County and the City hereby agree as follows:

Section 1. Governing Board. There shall be maintained a joint governing board called the “Upper Valley Park and Recreation Service Area Board” (hereafter “Board”) consisting of:

1. One Chelan County Commissioner
2. Two elected officials of the City of Leavenworth

3. One member of the Cascade School District #228 Board of Directors
4. One representative of the Peshastin Community Council
5. One representative of the Chumstick community

Each agency shall appoint by appropriate means its representative(s) for a minimum term of one year by notifying the County before December 31 of each calendar year.

Section 2. Board Powers and Duties. The Board shall exercise all powers set forth in RCW 36.68.400 through RCW 36.68.620 together with all other powers expressly granted or implied by law.

The Board shall annually select a chair member, vice chair member and a secretary from among its members and shall adhere to such rules of order and business as are determined by the Board. The County shall appoint the County Treasurer as the “Upper Valley Park and Recreation Service Area Treasurer” who shall establish an “Upper Valley Park and Recreation Service Area Fund”. Said fund shall be the repository for all proceeds of bond sales, grant awards and any other funding which may be appropriately deposited. All such monies shall be accounted in a manner consistent with auditing and reporting standards of the State of Washington.

Disbursements from said fund shall be made by the appropriate County officials in accordance with the directives of the Upper Valley Park and Recreation Service Area Governing Board, the customs and practices of Chelan County government and subject to all applicable laws. The Treasurer shall provide financial reports to the governing Board upon request in a manner consistent with the customary practices and procedures of the Chelan County Treasurer.

Section 3. Funding. The Board shall finance, acquire, construct, improve, maintain, and operate or contract to operate recreation projects in the Upper Valley Recreation Service Area (hereafter the “Area”) and said Area shall be, pursuant to RCW Chapter 36.68, a quasi-municipal corporation, an independent taxing authority and a taxing district within the meaning of the Washington state Constitution and laws of the State of Washington. Any debt or other liability of the Area shall not be assumed by nor assigned to the County or City. Neither the City nor County shall be liable for current expenses, long-term debt, or any other liability whatsoever of the Area unless other expressly agreed in a separate Interlocal Agreement.

Section 4. Indemnity. The Area shall defend at its own expense, indemnify and hold harmless the City and County and their respective agents, employees and officers from and against any and all suits, actions, claims, demands, penalties, fines and expenses including, but not limited to, attorney’s fees, arising out of or in any manner caused or occasioned by any act, omission, fault, or negligence of the Area or any person or entity employed by or acting on its behalf, including but not limited to, contractors, their subcontractors and the employees and agents of any of the foregoing. In the event any claim, demand or cause of action is caused by or results from the concurrent negligence of the City or County or their respective agents, employees or officers and the Area and its agents, officers or employees or any person or entity acting on behalf of the any of said entities, the indemnity provisions herein shall be enforceable only to the extent on the negligence of the respective entity or its respective agents, employees, officers or those acting on its behalf.

Section 5. Duration. This agreement shall be in effect continuously and immediately until the later of December 31, 2042, or the date of retirement of any general obligation bonds or other indebtedness financing any public works within the area. This agreement may be terminated earlier by written agreement of Chelan County and the City of Leavenworth.

Section 6. Errors and Omissions Insurance. All members of the board and all staff and employees of the Area shall at all times be covered by a comprehensive Errors and Omissions Liability Insurance policy providing for minimum limits of \$2,000,000.00 per person per occurrence. Premiums for such insurance shall be paid by the Area.

Section 7. Dispute Resolution. If a dispute arises between the County or City, the dispute shall be submitted to non-binding arbitration. The arbitrator shall be appointed by the Judicial Arbitration and Mediation Service or shall be such other arbitrator as the parties may jointly appoint. The arbitrator's fees shall be shared equally.

Section 8. General Provisions.

- A. This agreement shall not be binding until it has been filed with the Chelan County Auditor in accordance with RCW 39.34.040.
- B. This agreement may be modified by the parties, but the modification, and any consent that is necessary to make such modification binding, must be in writing.
- C. No waiver by either party of any term or condition of this agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this agreement. No waiver shall be effective unless made in writing.
- D. Any notice, consent, demand or other communication hereunder shall be in writing and shall be deemed to have been given if delivered in person or deposited in any United States Postal Service mail box, first class postage prepaid, or sent by registered or certified mail, return receipt requested, addressed to the party for whom it is intended as follows:

Chairman
Board of Commissioners
Chelan County Courthouse
Wenatchee, WA 98801

Mayor
City of Leavenworth
Post Office Box 287
Leavenworth, WA 98826

- E. This agreement shall be interpreted according to and enforced under the laws of the State of Washington. Venue of any judicial proceeding arising out of this agreement shall be in the Superior Court of the State of Washington for Chelan County.

- F. Each provision of this agreement is severable from all other provisions. In the event any court of competent jurisdiction determines that any provision of this agreement is invalid or unenforceable for any reason, all remaining provisions will remain in full force and effect.
- G. This agreement is a complete expression of the terms hereto and any oral representations or understandings not incorporated related to its subject matter are excluded. This agreement merges and supersedes all prior negotiations, representations, and contracts between the parties relating to governance of the Upper Valley Park and Recreation Area.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below.

AGREED: “CHELAN COUNTY BOARD OF COMMISSIONERS”

Chairperson

Commissioner

Commissioner

Date: _____

ATTEST: Auditor and Clerk of the Board

Deputy Auditor/Clerk of the Board

Acting under the Authority of Resolution No. _____

AGREED: “CITY OF LEAVENWORTH, WASHINGTON”

Mayor

ATTEST:

City Clerk

Acting under the Authority of Resolution No. _____

RATIFIED: "CASCADE SCHOOL DISTRICT"

Superintendent

Acting under the Authority of Resolution No. _____

RATIFIED: "PESHASTIN COMMUNITY COUNCIL"

RATIFIED: "CHUMSTICK COMMUNITY"

EXHIBIT “A”

Area 1

All of the area in the incorporated limits of the City of Leavenworth North of Evans Street and East of Ninth Street.

Area 2

All of the area in the incorporated limits of the City of Leavenworth South of Evans Street and West of Ninth Street.

Area 3

Beginning at a point of intersection of the south line of Section 33, T25N, R1 7E, W.M. and the Wenatchee River, thence Northerly along the centerline of said river to its intersection with the West line of Section 35, T26N, R1 7E, W.M., thence south to the SW corner of said Section 35, thence East to the SE corner of Section 36, said township and range, thence northerly along the divide between the Wenatchee River and the Chumstick Creek to the North line of Section 19, T26N, R1 8E, W.M., thence east to the NW corner of Section 24, said township and range, thence south to the SE corner of Section 36, T25N, R18E, W.M., thence west to the NW corner of Section 5, T24N, R1 8E, W.M., thence south to U.S. Highway 2, thence westerly along said Highway to the city limits of Leavenworth, thence Northwesterly along said city limits to its intersection with the Wenatchee River in Section 11, said township and range, thence northwesterly along the centerline of said river to the point of beginning.

Area 4

Beginning at the point of intersection of the north line of T24N, R14E, W.M., and the west boundary line of Chelan County, thence east along said North line to its intersection with US Highway 2, thence southeasterly along said highway to the city limits of Leavenworth, thence southeasterly along said city limits to its intersection with US Highway 2 in Section 7, thence south to the SE corner of Section 19, said township and range, thence west to the NE corner of Section 25, T24N, R17E, W.M., thence south to the NE corner of Section 1, T23N, R17E, W.M., thence west to the NW corner of said section 1, thence south to the SE corner of Section 23, said township and range, thence west to the NW corner of Section 3, said township and range, thence south to the SE corner of Section 24, T23N, R16E, W.M., thence west along the south line of said Section 24 to its intersection with the west boundary line of Chelan County, thence northwesterly along said boundary line to the point of beginning.

Area 5

Beginning at the NE corner of Section 2, T24N, R18E, W.M., thence west to the NW corner of Section 5, thence south to the Wenatchee River, thence Northwesterly along the centerline of the Wenatchee River to its intersection with the South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 7, thence encompassing that portion of Section 7, lying South of the Wenatchee River known as Tax Numbers 6, 11, 16, 14, 8, 15, 10, 12, and 19, ending at the East boundary line of Section 7, thence South to the Southeast corner of Section 7, thence South to the SW corner of Section 17, thence East along the North boundary line of Section 20 to its intersection with the centerline of State Highway 2, thence following the centerline of State Highway 2 to its intersection with the East boundary line of Section 21, thence East along the South boundary line of Section 22 for $\frac{1}{2}$ mile, thence North 1 mile, thence West $\frac{1}{2}$ mile to the Southwest corner of Section 15, thence North to the Northwest corner of Section 15, thence East to the Northeast corner of Section 15, thence North to the Southwest corner of Section 2, thence East to the Southeast corner of Section 2, thence North to the point of beginning.