



## City of Cashmere

101 Woodring Street  
Cashmere, WA 98815  
Ph (509) 782-3513 Fax (509) 782-2840  
Website [www.cityofcashmere.org](http://www.cityofcashmere.org)

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**CITY OF CASHMERE**  
**STUDY SESSION**  
**MONDAY, DECEMBER 10, 2012**  
**6:00 P.M., CITY HALL**

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### AGENDA

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#### BUSINESS ITEM

**Study Session cancelled due to lack of an agenda item**

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR.  
PLEASE STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS.

**Americans with Disabilities Act (ADA) accommodations provided upon request.  
(48-hour notice required)**

The City of Cashmere is an equal opportunity provider and employer.

To file a complaint of discrimination, write USDA, Director, Office of Civil rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202)720-6382 (TDD).



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CASHMERE CITY COUNCIL MEETING  
MONDAY, DECEMBER 10, 2012 7:00 P.M., CITY HALL

### **AGENDA**

#### CALL TO ORDER

#### FLAG SALUTE

#### EXCUSE ABSENCE

#### ANNOUNCEMENTS & INFORMATION

- November Financial Reports are on the website

#### PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

#### APPROVAL OF AGENDA

#### CONSENT AGENDA

1. Minutes of November 26, 2012 Public Hearing
2. Minutes of November 26, 2012 Regular Council Meeting
3. Payroll and Claims Packet Dated December 10, 2012
4. Schedule a Joint City Council/Planning Commission Workshop January 14, 2013 at 6:30 p.m.

#### BUSINESS ITEMS

1. Ordinance No. 1207 Approving the Budget for 2013
2. Ordinance No. 1208 Amending the Comprehensive Land Use Map
3. Ordinance No. 1209 Amending the Map of the Cashmere Zoning Ordinance
4. Resolution No. 13-2012 Approval of the Chelan County Natural Hazard Mitigation Plan
5. Selection of General Engineer Services for 2013
6. Selection of General Surveying Services for 2013
7. TIB Fuel Tax Grant Agreement for Mission Avenue Project in the amount of \$502,578
8. TIB Fuel Tax Grant Agreement for Pioneer Avenue in the amount of \$325,000

#### PROGRESS REPORTS

#### ADJOURNMENT

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR AND STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS  
**Americans with Disabilities Act (ADA) accommodations provided upon request (48-hour notice required)**

The City of Cashmere is an equal opportunity provider and employer.

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**CITY OF CASHMERE  
MINUTES OF REGULAR STUDY SESSION  
MONDAY, NOVEMBER 26, 2012 AT CASHMERE CITY HALL**

OPENING

Mayor Gomes opened the Public Hearing at 6:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

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ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jeff Gomes	
Council:	Skip Moore Jim Fletcher Donna Wynne Derek Knutsen John Bryant	
Staff:	Bob Schmidt, Dir. of Operations Kay Jones, Clerk-Treasurer Mark Botello, Dir. of Planning/Bldg	

PUBLIC HEARING ON FINAL BUDGET FOR 2013

Mayor Gomes opened the Public Hearing at 6:00 p.m. to take public comment on the Final Budget for 2013. Clerk-Treasurer Kay Jones stated that the utility tax revenues were updated to show the increase council approved at the last meeting and the property taxes now reflect the tax levy council authorized. The City was notified of the award of two additional grants for transportation projects. The Capital Improvement Fund has been updated to show the projects.

With no public present the Public Hearing was closed at 6:01 p.m.

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Jeff Gomes, Mayor

Attest:

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Kay Jones, Clerk-Treasurer

MINUTES OF THE CASHMERE CITY COUNCIL MEETING  
MONDAY, NOVEMBER 26, 2012 AT CASHMERE CITY HALL

OPENING

Mayor Jeff Gomes opened the regular city council meeting at 7:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

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ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jeff Gomes	
Council:	Skip Moore Jim Fletcher Donna Wynne Derek Knutsen John Bryant	
Staff:	Bob Schmidt, Director Kay Jones, Clerk-Treasurer Mark Botello, Director of Planning/Building	

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Mayor Gomes reported that the small city mayors met with Chelan County Prosecuting Attorney Doug Shae to discuss court sentencing and jail costs. They also discussed a combined contract for all public safety such as law enforcement, jail fees and prosecution. At the beginning of the year they will meet with the courts to discuss alternatives such as community service and home monitoring to cut the cost in jail fees.

APPROVAL OF AGENDA

MOVED by Councilor Bryant and seconded by Councilor Wynne to approve the agenda as presented. Motion carried.

CONSENT AGENDA

Minutes of November 13, 2012 Regular Study Session Meeting  
Minutes of November 13, 2012 Regular Council Meeting  
Payroll and Claims Packet Dated November 26, 2012

Claim Check Nos. 32763, through 32787 and EFT 10/2012 totaling \$272,005.20

MOVED by Councilor Moore and seconded by Councilor Bryant to approve the consent agenda. Motion carried.

PUBLIC HEARING ON ZONING AND COMPREHENSIVE LAND USE MAP AMENDMENTS

Mayor Gomes opened the Public Hearing at 7:08 p.m. to take public comment on the proposed map amendments. Planning Director Mark Botello explained the map amendments from Multi-Family to Warehouse-Industrial. The applicant Ray Schmitt was present. No action was taken. Ordinances will be drafted and provided at the next meeting for council action.

With no public present the Public Hearing was closed at 7:16 p.m.

CITY OF CASHMERE/CASHMERE CHAMBER OF COMMERCE AGREEMENT – LODGING TAX FUNDS

The agreement designates the lodging tax funds to the Cashmere Chamber to be used for tourism promotion within the meaning of Chapter 67.28 RCW.

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~~MOVED by Councilor Fletcher and seconded by Councilor Bryant to approve the City of Cashmere/Cashmere Chamber of Commerce Agreement for lodging tax funds. Motion carried.~~

RESOLUTION NO. 08-2012 INCREASING WASTEWATER RATES FOR 2013 – 2017

The proposed resolution increases the wastewater rates 6% annually through 2017 and includes the 4% increase in utility tax. Increasing the wastewater rates is one of the conditions of the USDA funding for the new wastewater treatment plant. The City was required to do a rate study to show that the rates meet the financial needs of the wastewater system.

MOVED by Councilor Wynne and seconded by Councilor Fletcher to adopt Resolution No. 08-2012 increasing wastewater rates for 2013 – 2017. Motion carried.

RESOLUTION NO. 11-2012 INCREASING WATER RATES FOR 2013 – 2017

The proposed resolution increases the water rates 2.5% annually through 2017 and includes the 4% increase in utility tax. The increase in water rates is a maintenance increase to keep up with the cost of inflation, which was recommended through the rate study.

MOVED by Councilor Moore and seconded by Councilor Bryant to adopt Resolution No. 11-2012 increasing water rates for 2013 – 2017. Motion carried.

RESOLUTION NO. 12-2012 INCREASING GARBAGE AND SOLID WASTE RATES

The proposed resolution increases the garbage and solid waste rates only due to the 4% increase in utility tax.

MOVED by Councilor Fletcher and seconded by Councilor Wynne to adopt Resolution No. 12-2012 increasing the garbage and solid waste rates. Motion carried.

ORDINANCE NO. 1206 AMENDING THE BUDGET FOR 2012

The majority of the amendments are due to paying off two revenue bonds and a loan with the USDA interim financing.

MOVED by Councilor Fletcher and seconded by Councilor Wynne to adopt Ordinance No. 1206 amending the budget for 2012. Motion carried.

PROGRESS REPORTS

Director Schmidt reported that the well the City drilled at Riverside Park has been completed and tested and will be used to irrigate Riverside Park next year.

The Wastewater Treatment Plant project is going well and is on schedule. Director Schmidt stated we have a good contractor that is dedicated and conscientious.

City Council Minutes  
November 26, 2012  
Page 3

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:30 p.m.

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Jeff Gomes, Mayor

Attest:

\_\_\_\_\_  
Kay Jones, City Clerk-Treasurer

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## **PUBLIC NOTICE**

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### **NOTICE OF JOINT CASHMERE COUNCIL & CASHMERE PLANNING COMMISSION MEETING**

The Cashmere Council and Cashmere Planning Commission will hold a special joint meeting Monday, January 14, 2013, at 6:30 p.m. at the Cashmere City Hall, 101 Woodring Street. The meeting is to prioritize tasks and discuss the direction of planning in Cashmere for 2013.

Kay Jones  
City Clerk-Treasurer  
CITY OF CASHMERE

Published in the Cashmere Valley Record on Wednesday, January 2, 2013.

**ORDINANCE NO. 1207**

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF CASHMERE,  
WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2013.**

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WHEREAS, the City Council of the City of Cashmere has heretofore made and filed its preliminary budget for the year 2013 and has given notice of the time and place of hearing thereon according to law and met in accordance with said notice and considered the proposed budget, including salaries for all city employees;

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

Section 1. Adoption of budget. In accordance with RCW 35A.33.075 the final budget for the year ending December 31, 2013 to carry on the government of the City of Cashmere, Washington, is hereby adopted at the fund level. Exhibit A (attached) is a summary of the totals of estimated revenues and appropriations for each separate fund and an aggregate total for all such funds combined. Exhibit B (attached) is an employee salary schedule.

Section 2. Copy of detailed budget on file. A detailed final budget adopting the salary schedule for 2013 and including a list of the revenues and expenditures for each separate fund is on file in the Office of the City Clerk and is adopted by this reference.

Section 3. This ordinance shall be in effect five (5) days after its passage and publication of an approved summary thereof consisting of the title.

Passed by the City Council and approved by the Mayor this 10<sup>th</sup> day of December 2011.

CITY OF CASHMERE

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Gordon K. Irle, Mayor

Attest:

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Kay Jones, City Clerk-Treasurer

Approved as to form:

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Charles D. Zimmerman, City Attorney

Ordinance No: 1207  
Passed by the City Council: December 10, 2012  
Published in the Cashmere Valley Record: December 19, 2012  
Effective date: December 24, 2012



**EXHIBIT A**  
Ordinance No. 1207

**Total Estimated Revenues and Appropriations by Fund  
2013 Budget**

<b>Fund Name</b>	<b>Beginning Balance</b>	<b>Estimated Revenues</b>	<b>Budgeted Appropriations</b>	<b>Ending Balance</b>
001 General Government Fund	1,167,601	1,153,510	1,243,945	1,077,166
003 Public Works Fund	536,623	1,078,781	1,081,337	534,067
108 Lodging Tax Fund	0	5,000	5,000	0
302 Capital Improvement Fund	857,158	939,147	937,141	859,164
401 Water/Wastewater Fund	530,840	2,543,355	2,535,078	539,117
402 WW Construction Account	136,819	8,830,000	8,830,000	136,819
406 Sanitation Fund	373,252	524,760	491,693	406,319
411 Water Capital Fund	358,366	202,500	199,500	361,366
412 Wastewater Capital Fund	174,618	405,000	17,000	562,618
426 Jr. Lien Pretrt Bond, 2011	924,110	530,702	530,313	924,499
501 Equipment Rental Fund	654,541	271,420	155,175	770,786
702 Cemetery Endowment Fund	192,290	5,100	0	197,390
<b>TOTAL ALL FUNDS</b>	<b>5,906,218</b>	<b>16,489,275</b>	<b>16,026,182</b>	<b>6,369,311</b>
		22,395,493	22,395,493	

**EXHIBIT B**  
Ordinance No. 1207

**CITY OF CASHMERE**  
**2013 SALARY SCHEDULE**

<b>POSITION</b>	<b>Monthly Salary</b>	<b>Hourly Base Wage</b>	<b>Base Wage Step Range</b>
Mayor	\$400.00		
Councilmembers	\$100.00		
Director of Operations	\$5,089.14		
City Clerk-Treasurer	\$4,698.32		
Director of Planning/Building	\$4,608.83		
Utility Clerk		\$19.10	\$11.51 - \$18.54
Secretary		\$18.91	\$11.51 - \$18.54
Payroll-Claims Clerk		\$18.91	\$11.51 - \$18.54
<b>Public Works Department</b>			
Street Foreman		\$21.71	\$21.08
Street Crewman #1		\$19.01	\$12.40 - \$18.82
Street Crewman #2		\$15.00	\$12.40 - \$18.82
Parks Crewman #1		\$12.97	\$11.79 - \$17.90
Refuse Crewman # 1		\$19.37	\$11.79 - \$18.99
Refuse Crewman # 2		\$15.70	\$11.79 - \$17.27
<b>Water/Wasterwater Department</b>			
Water/Wasterwater Foreman		\$24.73	\$24.01
WaterCrewman		\$18.33	\$13.40 - \$20.88
Wastewater Crewman		\$21.09	\$13.40 - \$20.88
Wastewater Crewman		\$16.29	\$13.40 - \$20.88
Wastewater Crewman		\$14.74	\$13.40 - \$20.88
Pool Manager		\$11.79 - \$13.37	
Pool Employees		\$8.55 - \$10.98	
Temporary Employees		\$10.00	

\* The above hourly wage column represents current employees and positions for the 2013 budget, the amount represents present step and longevity allowances beginning January 1, 2013

\*Above hourly wages may be increased during the year due to step and longevity increases according to the Collective Bargaining Agreement.

\*Pool Employee wages are determined by the number of years of service for the City and certifications they hold.

ORDINANCE NO. 1208

**AN ORDINANCE AMENDING THE CITY OF CASHMERE, WASHINGTON, COMPREHENSIVE LAND USE PLAN TO RE-DESIGNATE PREFERRED ZONING FOR LOT 1 OF SHORT SUBDIVISION 3459 AND A PART OF RIVER STREET FROM MULTI-FAMILY (MF) DISTRICT TO WAREHOUSE INDUSTRIAL (WI) DISTRICT.**

**WHEREAS**, the City of Cashmere Planning Commission at a public meeting discussed and recommended a change to the Cashmere Comprehensive Land Use Plan; and

**WHEREAS**, the City of Cashmere Planning Commission held an advertised public hearing on the 19<sup>th</sup> day of November, 2012 regarding the proposed amendment to the City of Cashmere Comprehensive Land Use Plan, as prescribed by law; and

**WHEREAS**, an integrated environmental review process was conducted on the proposed amendment as prescribed by CMC Chapter 18.04 and WAC 197-11; and

**WHEREAS**, a 60-day state agency and public review process was conducted as prescribed by RCW 36.70A; and

**WHEREAS**, the Cashmere City Council held a duly advertised public hearing on the 26<sup>th</sup> day of November, 2012 regarding the proposed amendment to the City of Cashmere Comprehensive Land Use Plan;

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

**Section 1.** Ordinance No. 1117 and the City of Cashmere Comprehensive Land Use Plan is hereby amended to re-designate preferred zoning for Lot 1 of Short Subdivision 3459 and a part of River Street from Multi-Family (MF) District to Warehouse Industrial (WI) District as depicted in Exhibit "A" to this Ordinance.

**Section 2.** The City Director of Planning and Building is hereby directed to amend the official City of Cashmere Comprehensive Land Use Map to reflect the change in preferred zoning identified in Section 1 of this Ordinance.

**Section 3.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**Section 4.** This Ordinance shall be in full force and effect five (5) days after publication of the title of this Ordinance which is hereby approved as a summary of this Ordinance.

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Passed by the City Council of the City of Cashmere, at an open public meeting this 10<sup>th</sup> day of December, 2012.

CITY OF CASHMERE

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Jeff Gomes, Mayor

Attest:

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Kay Jones, City Clerk/Treasurer

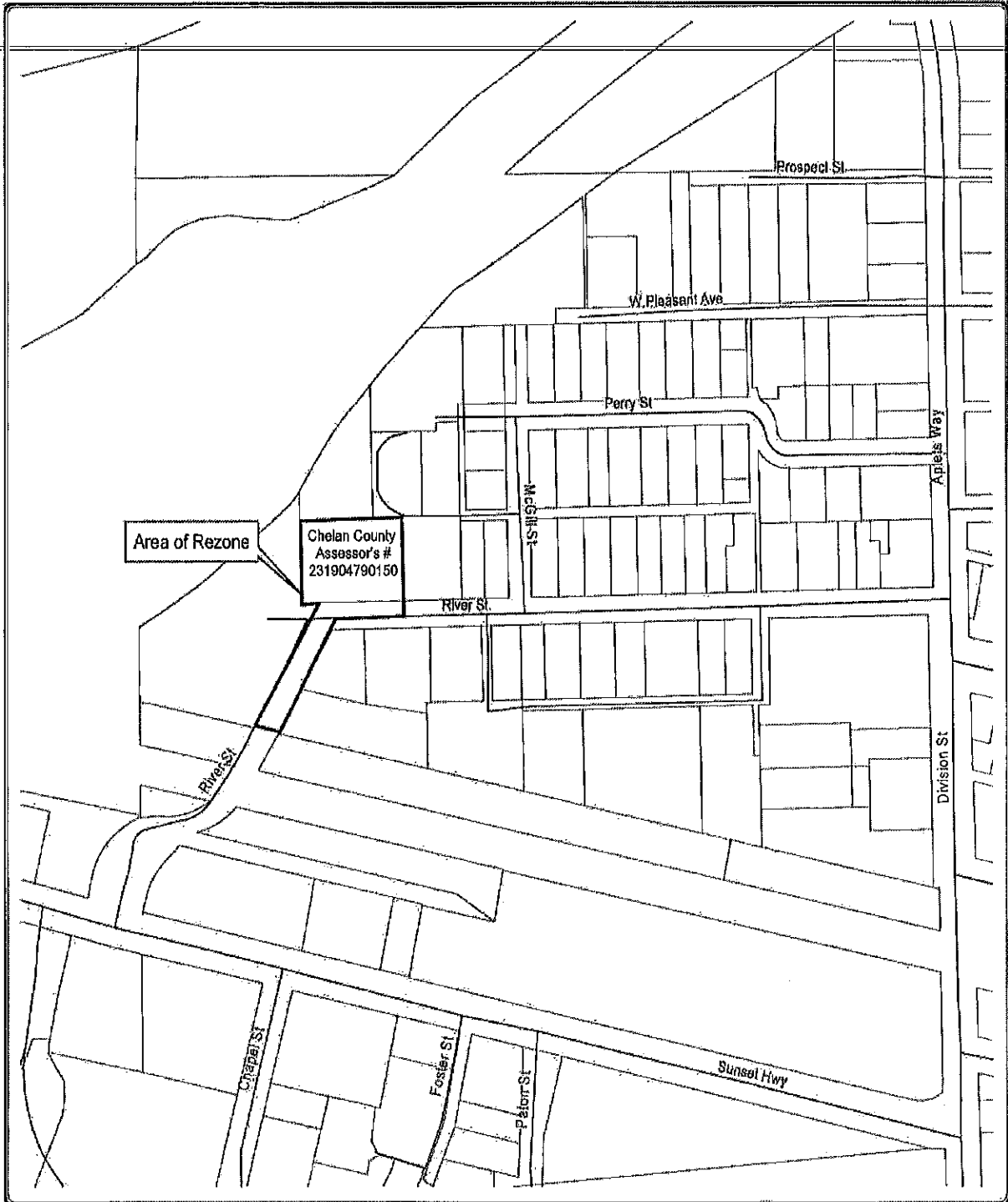
Approved as to form:

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Charles D. Zimmerman, City Attorney

Ordinance No:  
Passed by the City Council:  
Published in the Cashmere Valley Record:  
Effective date:

Exhibit "A"  
Site Plan



ORDINANCE NO. 1209

**AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, REZONING THAT REAL PROPERTY GENERALLY DESCRIBED AS LOT 1 OF SHORT SUBDIVISION 3459 AND A PART OF RIVER STREET FROM MULTI-FAMILY (MF) DISTRICT TO WAREHOUSE INDUSTRIAL (WI) DISTRICT AND AMENDING THE OFFICIAL MAP OF THE CASHMERE ZONING ORDINANCE.**

**WHEREAS**, the City of Cashmere Planning Commission at a public meeting discussed and recommended a change to the Map of Cashmere Zoning Ordinance to conform to the proposed change to the City of Cashmere Comprehensive Land Use Plan; and

**WHEREAS**, the City of Cashmere Planning Commission held an advertised public hearing on the 19<sup>TH</sup> day of November, 2012, regarding the proposed amendment to the Map of the Cashmere Zoning Ordinance as prescribed by law; and

**WHEREAS**, an Integrated environmental review process was conducted on the proposed amendment as prescribed by CMC Chapter 18.04 and WAC 197-11; and

**WHEREAS**, a 60-day state agency and public review process was conducted as prescribed by RCW 36.70A; and

**WHEREAS**, the Cashmere City Council held an advertised public hearing on the 26<sup>th</sup> day of November 2012 regarding the proposed amendment to the Map of Cashmere Zoning Ordinance;

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

**Section 1.** The real properties depicted in Exhibit "A" to this Ordinance and identified as Chelan County Assessor's Parcel Number 23-19-04-790-150 and legally described as Lot 1 of City of Cashmere Short Subdivision 3459 and the portion of River Street depicted in Exhibit "A" are hereby rezoned from Multi-Family (MF) District to Warehouse Industrial (WI) District.

**Section 2.** The City Director of Planning and Building is hereby directed to amend the official Map of the Cashmere Zoning Ordinance to reflect the change in zoning identified in Section 1 of this Ordinance.

**Section 3.** If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**Section 4.** This Ordinance shall be in full force and effect five (5) days after publication of the title of this Ordinance which is hereby approved as a summary of this Ordinance.

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~~Passed by the City Council of the City of Cashmere at a regular open public meeting this 10<sup>th</sup> day of December, 2012.~~

CITY OF CASHMERE

\_\_\_\_\_  
Jeff Gomes, Mayor

Attest:

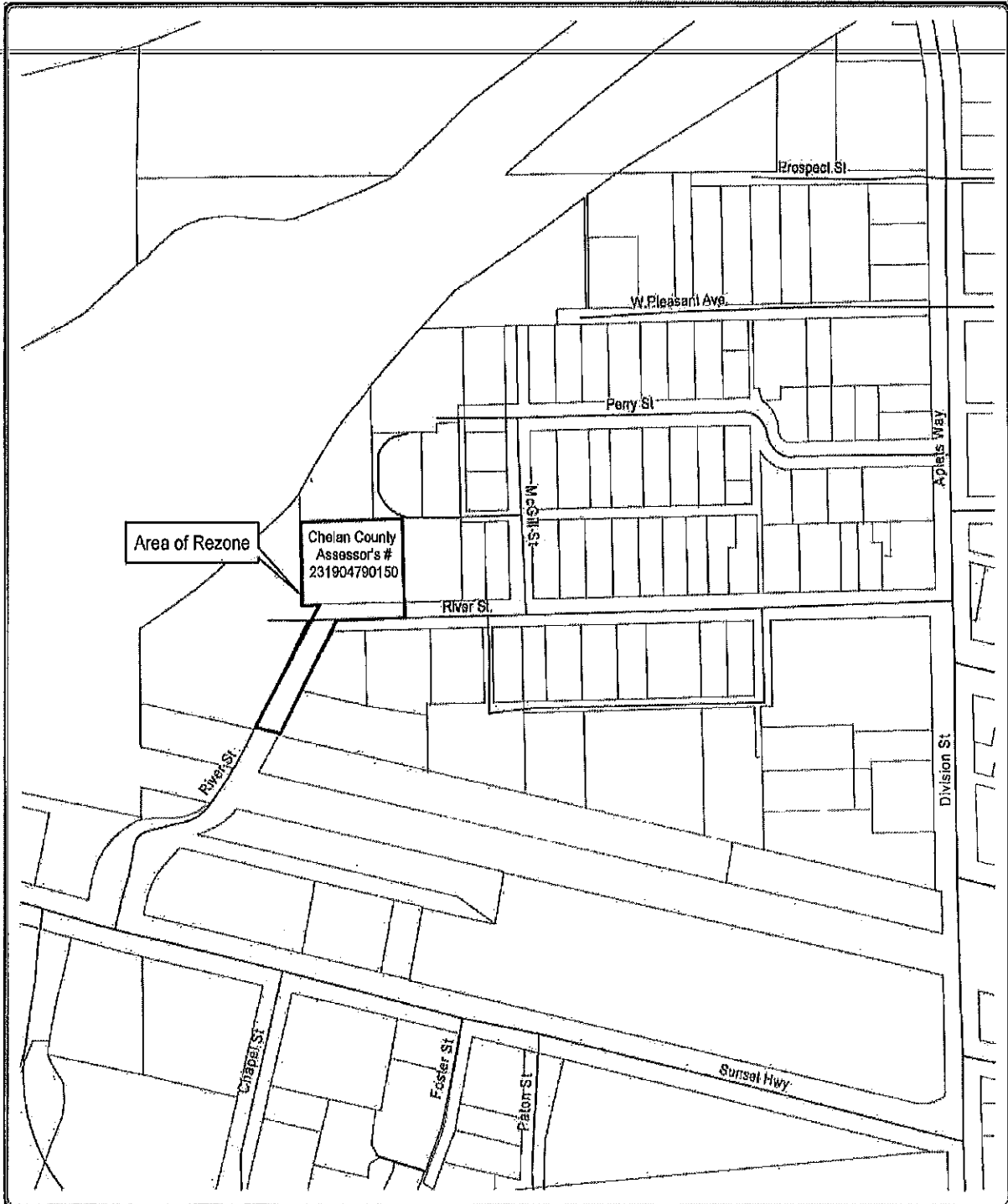
\_\_\_\_\_  
Kay Jones, City Clerk/Treasurer

Approved as to form:

\_\_\_\_\_  
Charles D. Zimmerman, City Attorney

Ordinance No:  
Passed by the City Council:  
Published in the Cashmere Valley Record:  
Effective date:

# Exhibit "A" Site Plan





RESOLUTION NO. 13-2012

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, ADOPTING THE CHELAN COUNTY MULTI-JURISDICTION NATURAL HAZARD MITIGATION PLAN DATED OCTOBER 2012; AND SETTING AN EFFECTIVE DATE.**

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**WHEREAS**, the Chelan County Multi-Jurisdiction Natural Hazard Mitigation Plan dated October 2012 (the "Plan") has been submitted for review and approval by the appropriate agencies and is now ready for adoption by Chelan County and the Cities therein; and

**WHEREAS**, the City Council of the City of Cashmere has reviewed the Plan and determined that adoption of the Plan is in the best interest of the health, safety and welfare of the citizens of Cashmere;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The City Council of the City of Cashmere, Washington hereby adopts the Chelan County Multi-Jurisdiction Natural Hazard Mitigation Plan dated October 2012 as the official natural hazard mitigation plan for the City of Cashmere.

**Section 2.** A copy of the Plan adopted in Section 1 of this Resolution shall be kept on file with the City Clerk-Treasurer.

**Section 3.** This Resolution shall be effective immediately upon passage by the City Council.

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APPROVED by the City Council the \_\_\_\_\_ day of December, 2012.

APPROVED:

\_\_\_\_\_  
Jeff Gomes, Mayor

ATTEST:

\_\_\_\_\_  
Kay Jones, City Clerk-Treasurer



# Staff Summary

**Date:** December 10, 2012  
**To:** Mayor and Cashmere City Council  
**From:** Mark Botello  
**RE:** Selection of General Engineering and Surveying Services for 2013

RCW 39.80 requires that a city publish its need for architectural or engineering services (or like services) in advance in the City's official newspaper of record. The City published in the Cashmere Valley Record its RFQ on November 21, 2012 for the calendar year 2013. The Cashmere Valley Record submitted our notice to the Daily Journal of Commerce to be published on November 28, 2012. The City received the following RFQ'S. After review of the following RFQ's staff recommends RH2 Engineering, for engineering services, and Fitzpatrick Surveying, for surveying services for 2013.

\* Fitzpatrick Surveying is the only land surveyor that submitted an RFQ.

\*\*\* RH2 Engineering has overall experience in water, wastewater and storm water facility design, treatment and planning, as well as traffic and transportation improvements. They also have planners on staff to provide environmental, permitting, geotechnical and hydro geological services.

Name	Address	Transportation Engineering	Wastewater Engineering	Water Engineering	Planning	Environmental Engineering	Surveying	GIS	Application & Grant Assistance	Total Points
Northwest Hydraulic Consultants	16,300 Christensen Rd., Ste. 350, Seattle, WA. 98188					1				1
*** RH2 Engineers	300 Simon Street, East Wenatchee, WA. 98801	1	1	1	1	1		1	1	7
* Fitzpatrick Surveying	117 Cottage Ave, Cashmere, WA. 98815						1			1
TD & H Engineering	303 E. 2nd Avenue, Spokane, WA. 99202	1	1	1					1	4
Materials Testing & Consulting	777 Chrysler Drive, Burlington, WA. 98233					1				
Gray & Osborne, Inc	107 South 3rd Street, Yakima, WA. 98901	1	1	1	1	1			1	6
Century Engineering	421 North Pearl Street, #201, Ellensburg, WA. 98926	1	1	1					1	4
Varela & Associates, INC	601-A West Mallon Ave, Spokane, WA. 99201	1	1	1	1				1	5
Wilson Surveying & Engineering	805 Dupont Street, Suite 7, Bellingham, WA. 98225	1	1	1	1	1		1		6



City of Cashmere  
2-E-847(002)-1  
FY 2014 Red Town Project  
Multiple Locations

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STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Cashmere  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2014 Red Town Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Cashmere, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$325,000 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

#### 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

#### 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

#### 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

#### 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### 9.0 DEFAULT AND TERMINATION

##### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

##### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

### 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT'S motor vehicle fund and used for a motor vehicle purpose.

### 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.





15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Signature of Chairman/Mayor                      Date

\_\_\_\_\_  
Executive Director                                      Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



Transportation Improvement Board  
**Project Funding Status Form**

Agency: **CASHMERE**  
 Project Name: FY 2014 Red Town Project  
 Multiple Locations

TIB Project Number: **2-E-847(002)-1**

Verify the information below and revise if necessary.

Return to:  
 Transportation-Improvement-Board  
 PO Box 40901  
 Olympia, WA 98504-0901

**PROJECT SCHEDULE**

	Target Dates
Construction Approval Date	APRIL 2013
Contract Bid Award	MAY 2013
Contract Completion	AUGUST 2013

**PROJECT FUNDING PARTNERS**

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
CASHMERE	17,105	
WSDOT	0	
Federal Funds	0	
<b>TOTAL LOCAL FUNDS</b>	<b>17,105</b>	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

\_\_\_\_\_  
 Signature  
 JEFF GOMES  
 Printed or Typed Name

DECEMBER 10, 2012  
 \_\_\_\_\_  
 Date  
 MAYOR  
 \_\_\_\_\_  
 Title

Financial Officer

\_\_\_\_\_  
 Signature  
 KAY JONES  
 Printed or Typed Name

DECEMBER 10, 2012  
 \_\_\_\_\_  
 Date  
 CLERK-TREASURER  
 \_\_\_\_\_  
 Title



City of Cashmere  
6-E-847(007)-1  
Mission Avenue  
Maple Street to Parkhill Street

~~STATE OF WASHINGTON~~  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Cashmere  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Mission Avenue, Maple Street to Parkhill Street (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Cashmere, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$502,578 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

#### 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

#### 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

#### 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

#### 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### 9.0 DEFAULT AND TERMINATION

##### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

##### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

### 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

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Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Signature of Chairman/Mayor                      Date

\_\_\_\_\_  
Executive Director    Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



# Transportation Improvement Board Project Funding Status Form

Agency: **CASHMERE**  
 Project Name: Mission Avenue  
 Maple Street to Parkhill Street

TIB Project Number: **6-E-847(007)-1**

Verify the information below and revise if necessary.

Return to:  
 Transportation Improvement Board  
 PO Box 40901  
 Olympia, WA 98504-0901

## PROJECT SCHEDULE

	Target Dates
Construction Approval Date	JULY 2013
Contract Bid Award	AUGUST 2013
Contract Completion	SEPTEMBER 2013

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
CASHMERE	26,452	
WSDOT	0	
Federal Funds	0	
<b>TOTAL LOCAL FUNDS</b>	<b>26,452</b>	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

\_\_\_\_\_  
 Signature  
**JEFF GOMES**  
 Printed or Typed Name

December 10, 2012  
 Date  
 MAYOR  
 Title

Financial Officer

\_\_\_\_\_  
 Signature  
**KAY JONES**  
 Printed or Typed Name

December 10, 2012  
 Date  
 CLERK-TREASURER  
 Title