



## 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)

CASHMERE CITY COUNCIL MEETING  
MONDAY, FEBRUARY 24, 2014 6:00 P.M., CITY HALL

### AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSE ABSENCE

ANNOUNCEMENTS & INFORMATION

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of February 10, 2014 Regular Council Meeting
2. Payroll and Claims Packet Dated February 24, 2014

BUSINESS ITEMS

1. Franchise Agreement - Chelan County granting the City a non-exclusive franchise
2. Washington State Recreation Conservation grant proposal
3. Letter of Resignation from Councilor John Bryant

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.

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).

**MINUTES OF THE CASHMERE CITY COUNCIL MEETING  
MONDAY, FEBRUARY 10, 2014 AT CASHMERE CITY HALL**

OPENING

Mayor Jeff Gomes opened the regular city council meeting at 6:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

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

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Councilor Erickson announced that he will be attending the Washington State Forestry Council. They will be discussing the new tree standards for Tree City USA.

APPROVAL OF AGENDA

MOVED by Councilor Fletcher and seconded by Councilor Bryant to approve the agenda as submitted. Motion carried.

CONSENT AGENDA

Minutes of January 27, 2014 Regular Council Meeting  
Payroll and Claims Packet Dated February 10, 2014  
Claim Check Nos. 34167 through 34172 totaling \$157,656.57  
Payroll Check Nos. 34168 through 34171 totaling \$90,832.27

MOVED by Councilor Moore and seconded by Councilor Knutsen to approve the consent agenda as submitted. Motion carried.

SELECTION OF RH2 FOR 2014 GENERAL MUNICIPAL ENGINEERING SERVICES

The City sent out a Request for Qualifications (RFQ) for general engineering services, which would include water, wastewater, transportation and on-call services. Nine engineering companies submitted qualifications. RH2 Engineering scored the highest.

MOVED by Councilor Bryant and seconded by Councilor Erickson to approve the selection of RH2 Engineering for General Municipal Engineering Services for 2014. Motion carried.

SELECTION OF FITZPATRICK SURVEYING FOR 2014 GENERAL MUNICIPAL SURVEYING SERVICES

The City sent out a Request for Qualifications (RFQ) for general surveying services, which would include water, wastewater, transportation and on-call services. Fitzpatrick Surveying was the only surveying company that submitted qualifications.

MOVED by Councilor Fletcher and seconded by Councilor Moore to approve the selection of Fitzpatrick Surveying for General Municipal Surveying for 2014. Motion carried.

RESOLUTION NO. 05-2014 AUTHORIZING INVESTMENT OF CITY OF CASHMERE MONIES IN THE LGIP

The Local Government Investment Pool is asking all of the entities to update their investment resolutions. Attorney Chuck Zimmerman has reviewed and approved the resolution.

MOVED by Councilor Fletcher and seconded by Councilor Bryant to approve Resolution No. 05-2014 authorizing investment of City of Cashmere monies in the LGIP. Motion carried.

WHEELED ALL-TERRAIN VEHICLES (WATV) ON CITY STREETS

The City received a request from Tim Yaskus to allow WATV's on City streets. WATV's used on public roads must be properly equipped with a brake lamp, headlights, tail lamp, reflectors, mirror, horn, windshield (if no eye protection). Turn signals are required after hours of darkness. Also, they must have a WATV license plate affixed to the rear and a current "on road" year tab.

Director Botello explained that currently no cities in Chelan County have approved the operation of WATV's on city roadways. There are several new RCW's and a few County Codes that accommodate WATV's on non-highway public roadways if a county or city has approved the operation by ordinance or code.

Councilor Fletcher suggested more public discussion and comment before making a decision.

MOVED by Councilor Bryant and seconded by Councilor Knutsen to draft an ordinance allowing WATV's on city streets. Motion carried with four in favor and Councilor Fletcher voting no.

PROGRESS REPORTS

Director Mark Botello explained that the County approached the City about an ADA Sidewalk Improvement Project on Binder and Tigner Road. The project is estimated at \$2,075,000 and would most likely require several funding sources.

Director Bob Schmidt reported that the WWTP is 75% complete and the target date is still June or July.

The Mayor and Director Botello are still working with the Washington Growers League on their proposed housing development.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 6:32 p.m.

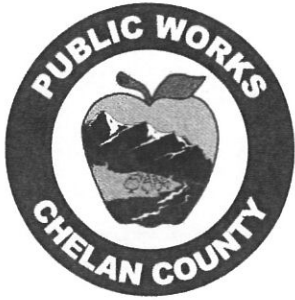
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Jeff Gomes, Mayor

Attest:

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Kay Jones, Clerk-Treasurer



# CHELAN COUNTY

DEPARTMENT OF PUBLIC WORKS  
316 WASHINGTON STREET  
SUITE 402  
WENATCHEE, WASHINGTON 98801  
TELEPHONE 509/667-6415

MITCHELL S. REISTER, PE  
DIRECTOR/COUNTY ENGINEER

February 13, 2014

City of Cashmere  
Attn: Bob Schmidt  
101 Woodring St.  
Cashmere, WA 98815

RE: Franchise

Dear Mr. Schmidt:

In August 2013, the Board of Chelan County Commissioners adopted and codified county policy intended to protect public safety and county right-of-way, conserve county funds, and encourage cooperation between the county and the utilities in the county right-of-way and among the utilities themselves.

Section 8.25.030 of the county code requires those with facilities in county right-of-way to apply for and operate under authority of a county franchise. Exemptions or alternatives may apply as allowed under that section. Ultimately, facilities not in compliance with Chapter 8.25 of the county code or found not to be exempt will be considered public nuisances.

While this may require some additional work by all parties, the franchise requirement is intended to formalize the relationship between the county and those with facilities in the county right-of-way, to the benefit each of them and the public. The county's goal is for all parties in the county right-of-way to avoid the expense and drain of duplication of effort, waste and conflict.

Finally, please keep in mind that until you have been granted a county franchise that allows otherwise, you must continue to obtain a "Work in Chelan Right of Way Permit" before starting any such work. Permit applications are available at the Public Works Department office, or online at: <http://www.co.chelan.wa.us/pw/development/default.htm> .

I have attached a copy of Chelan County Code 8.25.030 for your review and a franchise template to begin the process. If you have any questions, please contact me at 509.667.6415.

Sincerely,

Eric Pierson, P.E.  
Assistant Public Works Director

Attachments: Copy of Chelan County Code 8.25.030  
Franchise Template

**8.25.030 Existing facilities installed or discharge of irrigation wastewaters without a franchise or permit— Application required.**

Within one hundred eighty calendar days of the effective date of this chapter, any person or company, whose existing facilities are located within or on Chelan County real property or the right-of-way of any Chelan County road without a franchise or a county-issued permit, or who discharges irrigation wastewaters into a normal highway ditch or a lateral parallel to and within county right-of-way, shall apply to the board of county commissioners for a franchise, a permit, or a determination of exemption from the franchise requirement; except, application for a determination of exemption for a facility serving single-family residence or a similar facility as described in Section 8.25.010 shall be to the county engineer. (Res. 2013-46 (Exh. A)(part), 6/11/13).

**Return Address:**

Penny Goehner  
Chelan County Public Works  
316 Washington Street, Suite 402  
Wenatchee, WA 98801

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of the warranty contained in the document itself.

Document Title: Franchise Agreement  
Grantor(s): Chelan County  
Grantee(s):  
Legal Description: N/A  
Assessor’s Tax Parcel ID: N/A

Filed with the Auditor pursuant to RCW 39.34.040

**RESOLUTION NO. 20\_\_ - \_\_\_\_\_**

**FRANCHISE AGREEMENT**

**SECTION 1. Grant of Franchise.**

Grantor Chelan County hereby grants to Grantee \_\_\_\_\_, its successors and assigns, a non-exclusive franchise for a period of \_\_\_\_ years, from \_\_\_\_\_, 20\_\_ to and through \_\_\_\_\_, 20\_\_, for the construction, extension, operation, repair and maintenance of Grantee’s Facilities in, upon, under, across, along and over the county roads and rights-of-way in Chelan County, Washington in the franchise area shown and described in Appendix 1, subject to chapter 36.55 of the Revised Code of Washington and Chapters 8.25, 8.26, 8.28, 8.30 and 15.30 of the Chelan County Code.

**SECTION 2. Definitions.**

The following definitions are provided for the sole purpose of proper interpretation and administration of this resolution:

“**Board**” refers to the Board of County Commissioners for Chelan County acting in its official capacity.

“**County**” refers to Chelan County, a Washington municipal corporation.

“**Facilities**” means all or part of Grantee’s wires, lines, pipelines, appurtenances, structures, or other installations within county right-of-way.

“**MUTCD**” means the Manual of Uniform Traffic Control Devices, including amended editions or a successor.

“**Right-of-way**” means county land, property, or property interest (e.g., an easement), usually in a strip, acquired for or devoted to transportation purposes and as a utility corridor. “Right-of-way” includes the county roadway.

### **SECTION 3. Permits, Plans, Specifications.**

**3.1 Work in Grantor’s Right-of-Way.** Grantee has the right, privilege, and authority to enter county right-of-way for the purpose of operating, relocating, installing, repairing, reinstalling, maintaining, extending, and upgrading its facilities on the condition that prior to commencing any work on any county right-of-way Grantee obtains and complies fully with all required federal, state, and county permits required for such work. Grantee covenants that in consideration for the rights and privileges granted by this franchise agreement, all work performed by Grantee on county right-of-way shall conform to all Grantor requirements in effect at the time that work is performed. These Grantor requirements include, but are not limited to, Chelan County Code regarding utilities on rights-of-way and disturbing county roads, county road cut repair standards and requirements, and MUTCD traffic control requirements.

**3.2 Permit Applications.** Applications for permits for work in county right-of-way shall be presented to the Public Works Department, which may require copies of plans, blueprints, cross-sections, or further detailing of work to be done. Grantee shall comply with all terms, conditions, standards and insurance coverages which may be required under the terms of the permit(s). A sample Application for Permit (“Appendix 2A”) and Supplemental Instructions for Utility Applicants (“Appendix 2B”), which Grantor may revised from time-to-time, is attached as described to this Resolution.

**3.3 General Requirements for Work in Grantor’s Right-of-Way.** Grantee shall comply with the following requirements, whether or not stated in any permit:

**3.3.1** Any work done, whether by Grantee, its contractors, or third parties will include necessary paving, patching, grading, and any other reasonable necessary repair or restoration to the county right-of-way. All repairs shall be done to the reasonable satisfaction of the county engineer at Grantee's expense and in full compliance with the requirements of the Americans with Disabilities Act of 1990 (ADA), as amended.

**3.3.2** If located within the county road or right-of-way, Grantee’s facilities and all equipment, and supplies used in the operation, maintenance, repair, or construction of Grantee's facilities shall be considered to be part of Grantee's system and shall be Grantee’s responsibility to maintain, repair, and operate.



- 3.3.3. All permits required by any agency or jurisdiction for the operation, maintenance, repair or construction of said system shall be applied for and given in the name of Grantee, who will be responsible for all work done under the permit. Grantee remains responsible whether the work is done by Grantee, its contractors, or by third parties.
- 3.3.4. Grantee shall pay all costs and expenses incurred by Grantor in reviewing plans and specifications, as and to the extent required by applicable provisions of the Chelan County Utility Accommodation Policy and other Chelan County Code.
- 3.3.5. Grantee shall abide by all terms and conditions of permits issued by Grantor, shall perform all work consistent with all permit provisions, and shall be responsible for traffic management during performance of any work undertaken in the right-of-way.
- 3.3.6. Grantee shall post financial assurance for the estimated amount for repairs and shall pay all other required county fees before any permit may be issued to allow Grantee to disturb any county right-of-way.
- 3.3.7. No excavation shall be made or obstacle placed within the limits of the county right-of-way in such a manner as to interfere with public travel over the county road unless authorized by the county engineer.
- 3.3.8. If work done under this Franchise interferes in any way with the drainage of the County road, Grantee shall wholly and at its own expense make such provision as the county engineer may direct to take care of such drainage.
- 3.3.9. All work by Grantee shall be done to the reasonable satisfaction of the County Engineer.
- 3.3.10. Upon Grantee's completion of any work within or affecting county right-of-way, all rubbish and debris shall be immediately removed and the county roadway and roadside shall be left neat and presentable to the reasonable satisfaction of the county engineer.

#### **SECTION 4. Undergrounding; Shared Excavations.**

4.1 **Undergrounding.** Grantee acknowledges that Grantor desires to promote a policy of undergrounding of facilities within the franchise area. Except as otherwise specifically authorized in a permit granted by Grantor, all facilities shall be located underground in conformity with all Chelan County Code, and applicable laws, regulations, agency orders, and industry standards.

4.2 **Shared excavations.** Grantee acknowledges that Grantor desires to promote a policy of coordination and cooperation among franchisees in the right-of-way and agrees to make a good-

faith effort to coordinate and share excavations with other franchisees with facilities in the vicinity of proposed excavation upon such terms as may be agreed between franchisees and satisfactory to Grantor; provided that such sharing of excavations shall not interfere with, hinder, or delay any Grantor construction project or maintenance.

**SECTION 5. Maintenance of Facilities.**

**5.1 Maintenance.** Grantee shall, at its sole expense, maintain its facilities for which this Franchise is granted in a condition reasonably satisfactory to Grantor.

**5.2 Grantee's Property in the Right-of-Way.** Grantor will not assume responsibility for damage to Grantee's property and various objects that are placed in county right-of-way, except to the extent caused by the negligence or willful misconduct of County. Grantee will maintain its above-ground facilities within the franchise area so as not to unreasonably interfere with Grantor's maintenance of its right-of-way nor the free and safe passage of traffic.

**SECTION 6. Record of Location of Facilities; Emergency Management Plan; Hazardous Conditions.**

**6.1 Record of Location of Facilities.** Grantee shall maintain full, current and complete records showing the exact location, and size of all transmission and service lines and appurtenances in the county right-of-way. These records shall be subject to inspection at reasonable times by the proper officials and agents of the Grantor, and a copy of these records shall be furnished to the Grantor upon request.

**6.2 Emergency Management Plan.** Grantee shall prepare, file, and keep updated with Grantor an emergency management plan for responding to any emergency condition. The plan shall designate responsible officials and emergency 24-hour on-call personnel and the procedures to be followed when responding to an emergency.

**6.2.1** Emergency Contact Information for Grantee:

24-Hour Contact Number: \_\_\_\_\_

Contact Name or Title: \_\_\_\_\_

**6.2.2** Emergency Contact Information for County:

24-Hour Contact Number: (509 663-9911)

Contact Name: RiverCom 911

**6.2.3** After being notified of an emergency, Grantee shall cooperate with the Grantor and make every effort to respond as fast as practical with action to minimize damage and to protect the health and safety of the public.

### **6.3 Hazardous Conditions.**

- 6.3.1** Whenever any conditions or operations caused by any activity undertaken by Grantee pursuant to this franchise have become a hazard to life and limb, endanger property or public resources, or adversely affect the safety, use, or stability of a public way or drainage channel, the county engineer shall notify Grantee in writing of the property upon which the condition or operation is located, or other person or agent in control of said property, and direct them to repair or eliminate such condition or operation within the period specified therein so as to eliminate the hazard and be in conformance with the requirements of this franchise.
- 6.3.2** Should the county engineer have reasonable cause to believe that a situation is so adverse as to preclude written notice, the county engineer may take the measures necessary to eliminate the hazardous situation, provided that he/she shall first make a reasonable effort to notify Grantee before acting. If Grantee creates or causes the hazardous situation, Grantee shall be responsible for the payment of any reasonable costs incurred by Grantor to eliminate the hazard. If costs are incurred and the hazardous situation has been created in conjunction with or as a result of an operation for which a bond has been posted pursuant to this franchise or any other county authorization, the county engineer shall have the authority to forfeit the bond or other security to recover the costs incurred. Notwithstanding the foregoing, Grantor shall give Grantee advance written notice of Grantor's intention to seek forfeiture of a bond and documentation of the amount that is due for elimination of the hazard. If Grantor still has not received payment thirty (30) days after the date of Grantee's receipt of such notice, Grantor may access the bond upon ten (10) days' prior written notice to Grantee.

### **SECTION 7. Restoration of Grantor's Right-of-Way.**

**7.1 Restoration of Right-of-Way.** After Grantee performs work in, on, upon, over, under, across, along, or adjacent to county road right-of-way, Grantee is responsible for and shall leave the county right-of-way in at least as good a condition as the right-of-way was before any Grantee work was done. In the event of any excavation through a paved public property, Grantee shall restore the paved area to a standard and condition reasonably acceptable to the county engineer. Patching methods approved by the county engineer to repair the excavation and the surface of the paving to as near the standard of the original pavement as is possible may include the use of a Hot Mix in-place asphalt patch or approved equal and/or the full overlay of the paved area for asphalt-paved roads, and the replacement of the affected portion of the panel to the nearest existing expansion joints for concrete-paved roads. Restoration under these circumstances shall be at Grantee's sole expense. Completion of County road restoration in a manner consistent with the approved plans shall satisfy the Grantee's restoration obligations under this paragraph.

**7.2 Failure to Restore Right-of Way.** If Grantee, its agents or its contractors, fails to restore any County road right-of-way to the reasonable satisfaction of the Director, Grantor may, after 20 days written notice make such repairs or restorations as are necessary to return the County road rights-of-way to their pre-work condition, except if in the reasonable opinion of the County Engineer, Grantee's deficient restoration causes an emergency situation resulting in an immediate hazard to public safety, health, or property, Grantor may repair the deficiency without prior notice to the Grantee. Grantor shall provide oral notice followed by written notice immediately following such repair. The Grantee shall be responsible for reimbursing Grantor for any and all costs and expenses incurred by Grantor to correct any deficiency in the Grantee's restoration of the right-of-way, whether with notice as set out above or on an emergency basis. Upon presentation of an itemized bill for repairs or restorations, including the costs of labor and equipment, the Grantee shall pay the bill within 90 days. If Grantor brings suit upon Grantee's failure to pay for repair and restoration, and if judgment in such a suit is entered in favor of Grantor, then Grantee shall pay all of the actual costs, including interest from the date the bill was presented, disbursements, and reasonable attorneys' fees and litigation-related costs incurred.

## **SECTION 8. Survey Markers and Monuments.**

**8.1 Reference Points.** Before Grantee performs any work under this franchise, the Grantee, using a professional land surveyor currently registered in Washington State, shall establish two or more reference marks to all monuments and markers of every nature relating to subdivisions, plats, rights of way, and all other surveys within Grantee's work areas. The reference points shall be located so that they will not be disturbed during any of Grantee's operations under this franchise. The method of referencing monuments or other markers or points shall be approved by the county surveyor before placement.

**8.2 Survey Markers and Monuments.** Grantee is responsible, using a professional land surveyor currently registered in Washington State, to comply with requirements for RCW 58.04.015, RCW 58.09.130, and WAC 332.120.010 - .070. Grantee shall, at its sole expense, obtain permits related to survey markers and monuments, to perform survey work required by state law, and in compliance with state law and permits, to replace all markers or monuments lost, destroyed, disturbed during any Grantee construction or other Grantee work.

## **SECTION 9. Hazardous Wastes, Substances.**

Grantee agrees that it will not negligently or intentionally cause the release of any hazardous substance, waste, or pollutant or contaminant (as defined by applicable law) into or upon any county right-of-way in violation of any state or federal law with respect thereto. Grantee shall notify Grantor and the State Department of Ecology in writing of any such illegal release. Grantee shall be completely liable for any and all consequences of such illegal release, including liability under any federal or state statute or at common law. Grantee shall indemnify and hold Grantor harmless, as provided in Section 17, from any and all liability resulting from such an illegal release and shall have full responsibility for completely cleaning up, as required by any government agency, any and all contamination from such release. Grantor shall be entitled to full contribution for all costs incurred by it as the result of any release of such materials by Grantee

in violation of any state or federal law. Upon any such illegal release of a hazardous substance by Grantee, Grantor may give immediate notice of termination of this Franchise, or enter the Franchise Area and take whatever steps it deems appropriate to cure the consequences of any such release, all at the expense of Grantee, but only if Grantee does not promptly take corrective action after receiving written notice from the county engineer.

**SECTION 10. Relocation or Removal of Grantee's Facilities.**

**10.1 Relocation or Removal of Grantee's Facilities.** Whenever necessary for the construction, repair, improvement, alteration, or relocation of all or any portion of a county road as determined by the county engineer, or if the county engineer shall determine that the removal, relocation, or alteration of any or all facilities from county right-of-way is necessary, incidental, or convenient to the construction, repair, improvement, alteration, or relocation of any county road or other county facility, Grantee shall, at its sole expense, upon 180-days' notice by Grantor, lower, raise, change, relocate, reconstruct, or remove any and all such Grantee facilities from the county right-of-way as may be required to conform to the plans for work contemplated or ordered by Grantor. If relocation and/or removal of Grantee's facilities is necessary but 180 days' notice is not feasible, Grantor shall provide Grantee with such notice as soon as reasonably practicable. All such changes, reconstruction, or relocation by the Grantee shall be done in such manner as will cause the least interference with Grantor's performance and operations in the maintenance of its road.

**10.2 Failure to Relocate or Remove Facilities.** Upon failure, neglect, or refusal of Grantee to perform, within 180 days of receiving notice from Grantor, any change, removal, relaying, or relocating of any facilities required of Grantee by this Franchise, Grantor may undertake and perform such requirement and the cost and expense thereof shall be immediately repaid to Grantor by Grantee.

**SECTION 11. Grantor's Road Work; Coordinating Design; Excavating and Blasting.**

**11.1 Grantor's Right to Do Road Work.** This Franchise does not prevent or prohibit Grantor from constructing, altering, relocating, maintaining, or using any county right-of-way covered by this Franchise. Grantor retains full power to make all changes, relocations, repair, maintenance, construction, or improvements as it may deem fit. The right to operate, maintain, repair and construct Grantee's facilities, as granted by this Franchise, does not preclude Grantor, its agents or contractors from blasting, grading, or doing other road work contiguous to, in the vicinity of or likely to affect, Grantee's lines, and appurtenances in, upon, under, across, along and over County right-of-way.

**11.2 Coordinating Design.** During the design phase of construction projects involving relocation of facilities, Grantor will consult with Grantee to coordinate design. Upon Grantor's request, Grantee shall locate its facilities during this time to facilitate the coordination.

**11.3 Notice of Blasting or Excavating Work.** Grantor will give Grantee seventy-two (72) hours' notice prior to Grantor's conduct of blasting, or of excavation exceeding a depth of two (2) feet, in the portion of right-of-way in which Grantee's facilities are located. The requirement

of prior notice shall be waived for blasting or excavation undertaken to protect public health or safety in emergency or hazardous conditions, however, if the circumstances permit, Grantor will endeavor to give Grantee as much prior notice as reasonably possible. Notwithstanding the foregoing, immediately following such activity, Grantor must notify Grantee orally and followed promptly by written notice, that Grantor entered the right-of-way and describe the actions taken by Grantor due to the emergency or hazardous condition.

## **SECTION 12. Nonexclusive Franchise.**

**12.1 Franchise Not Exclusive.** This franchise shall not be deemed or held to be an exclusive franchise and shall not prohibit Grantor from granting rights of like or other nature to other public or private utilities, nor shall it prevent or limit Grantor from using its roads, rights-of-way, or public places, or affect Grantor's right to full control and supervision over all or part of them, none of which is hereby surrendered.

**12.2 Location of Grantee's Facilities.** Grantee's facilities shall be located to minimize the need for later adjustment or relocation to accommodate future roadway improvements and to permit access to servicing such facilities with minimum interference with roadway traffic and other utilities. Where existing utility facilities are in place, new or relocated facilities shall be compatible with the existing installations. Locations of new or relocated facilities within the right of way shall be approved in writing by Grantor prior to installation.

## **SECTION 13. Binding Effect.**

All of the provisions, conditions, regulations and requirements herein contained shall be binding upon Grantee, its successors and assigns, and all privileges as well as all obligations and liabilities of Grantee shall inure to its successors and assigns equally as if they were specifically mentioned in this franchise.

## **SECTION 14. Assignment or Transfer; Abandonment or Vacation of right-of-Way; Annexation.**

**14.1 Assignment or Transfer.** Grantee may assign or transfer this franchise with prior written consent of the Grantor. Such consent to assign shall not be unreasonably withheld, conditioned or delayed; provided, however, that Grantee may assign this franchise or any of its rights under this Franchise without prior notice or consent to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. In the latter circumstance, Grantee shall provide Grantor with notice of transfer or assignment within a reasonable time. No assignment or transfer by Grantee shall be effective unless the Grantee's assignee accepts all rights, conditions, terms, provisions, and responsibilities contained within the franchise and posts such surety bond or other financial assurance as the Grantor deems necessary. Grantor may condition its approval of the assignment upon the assignee's acceptance of new or modified terms of the franchise. If the Grantor's consent is given and the franchise is assigned, a copy of the assignment shall be filed with the County Auditor and the assignee shall be responsible for such filing costs. Any assignment or delegation in violation of this Section is

null and void.

**14.2 Abandonment or Vacation of Right-of-Way.** If Grantor abandons or vacates any portion of the right-of-way subject to this Franchise Agreement, Grantor must either reserve a public utility easement or condition the abandonment or right-of-way vacation subject to Grantee's continued occupancy. Grantor agrees to provide Grantee at least ninety (90) days prior written notice of any abandonment or vacation of any portion of such right-of-way.

**14.3 Annexation.** If Grantor's right-of-way or portion thereof, is annexed or condemned, the Grantor's successor shall be subject to Grantee's occupancy to the extent allowed by law.

**SECTION 15. Failure to Comply with Franchise Terms; Modification and/or Revocation; Notice.**

**15.1 Failure to Comply with Franchise Terms.** If Grantee violates or fails to comply with any of the terms, conditions or responsibilities of this franchise through neglect or failure to obey or comply with any notice given Grantee under the provisions of this franchise, the Grantor may, in its discretion, elect to revoke, amend, alter, change or supplement this franchise.

**15.2 Opportunity to Cure.** Except as otherwise provided for in this franchise, and upon written notice, either party in default of the terms and conditions of this franchise will have thirty (30) days to cure the default. A party is not considered to be in default of this franchise if the party commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

**15.3 Notice of Intent to Modify.** If Grantee, its successors or assigns, shall violate or fail to comply with any of the terms, conditions or stipulations or any modifications of this franchise through neglect or failure to obey or comply with any notice given Grantee under the provisions of this franchise, and is in default, either the county engineer or the Board may notify Grantee of the Grantor's intent to amend, alter, change or supplement this franchise. Grantor shall give to Grantee thirty (30) days' written notice of its intention to amend, alter, change or supplement this franchise, during which period Grantee shall have the opportunity to remedy the failure to comply.

**15.4 Notice of Intent to Revoke.** If Grantor intends to revoke the franchise, Grantee will be given written notification. A public hearing shall be scheduled within 90 days following the notification. The decision to revoke this franchise will become effective 90 days following the public hearing if the Board finds the revocation to be in the public interest.

**SECTION 16. Extension, Renewal, Abandonment and Expiration.**

**16.1 Renewal.** If Grantee elects to renew this franchise, Grantee shall submit written application/notice to Grantor at least one hundred twenty (120) days prior to the franchise expiration date.

**16.2 Extension of Franchise Pending Renewal.** If Grantee initiates a renewal of this franchise, Grantor may, at its sole discretion, extend the term of the franchise for up to one year at no additional cost to Grantee.

**16.3 Grantee's Abandonment of Facilities; Render Safe or Remove Facilities.** If Grantee decides to discontinue use of and abandons any of its facilities, or Grantor reasonably determines that Grantee has discontinued using and abandoned any of its facilities, Grantee shall, at its sole cost and as directed by the county engineer, render the facilities safe and remove any lines, wires, pipes, or remove the entire facilities, or portions thereof as directed by the county engineer. If Grantee fails to comply with the county engineer's direction, Grantor has the right, at Grantee's sole expense, to render safe or remove any of Grantee's lines, wires, pipes, facilities, or portions of facilities as is reasonably necessary for the public's health, welfare, safety, or convenience including, but not limited to, the safe operation of county roads, the safe operation of the facilities of other franchise holders, or for the construction, renewing, altering, or improving of any county right-of-way, or for the installation of lines and/or facilities of other franchise holders.

**16.4 Grantee's Obligations After Expiration; Grantor's Right to Remove Facilities.** If Grantee has not timely applied for a renewal of this franchise, Grantee shall, at its sole cost and as directed by Grantor, render its facilities safe or remove any facilities as is reasonably necessary for the public's health, welfare, safety, or convenience including, but not limited to, the safe operation of county roads, the safe operation of facilities of other franchise holders, or for the construction, renewing, altering, or improving of any county right-of-way, or for the installation of facilities of other franchise holders. If Grantee fails to render its facilities safe or remove them as directed by Grantor, then Grantor shall have the right to render the facilities safe or remove them at the Grantee's expense. Thereafter, Grantee shall have no further obligations under this Franchise, except as provided in Section 17.

## **SECTION 17. Rates, Other Regulation, and Eminent Domain**

**17.1 Rates.** Grantee agrees that it shall be subject to all authority now or later possessed by Grantor or any other governing body having competent jurisdiction to fix just, reasonable, and compensatory rates for services under this franchise.

**17.2 Reservation of Right to Impose Taxes, Costs, and Fees.** Grantor specifically reserves for itself the right to impose taxes, use fees, costs, service requirements, or other fees on Grantee for the privilege of conducting this business in Chelan County, for the use of Grantor's property, to pay for the cost of regulating this activity, or for any other public purpose so long as those taxes, use fees, costs, service requirements or other fees are imposed by ordinance, or resolution, and after ninety (90) days written notice to Grantee and are imposed under authority of state law.

**17.3 Other Activities Regulated Chelan County Code.** This franchise does not authorize Grantee to engage in any other activities regulated by Chelan County Code or any other franchise. If Grantee desires to engage in any such other activities, Grantee must first obtain from Grantor a separate franchise which conforms to the requirements of Chelan County Code.



**17.3 Eminent Domain.** This franchise and the limited rights and interests for the construction, maintenance, and operation of Grantee's facilities Grantor's right-of-way are subject to the exercise of eminent domain. In the event of Grantor's exercise of eminent domain, the value to be attributed to all the rights and interests granted under this Franchise shall not exceed the actual amount Grantee paid to Grantor in obtaining this Franchise.

**SECTION 18. Hold Harmless and Indemnity.**

**18.1 Hold Harmless and Indemnity.** Grantee, its successors and assigns, agree to hold Grantor, its elected and appointed officials, officers, and employees, harmless from all claims, demands, damages, expenses or suits that: (1) arise out of or are incident to any negligence by the Grantee, its agents, contractors or employees in the use of county right-of-way pursuant to this franchise or (2) are caused by the breach of any conditions of this franchise by the Grantee, its agents, contractors or employees. Nothing herein shall require the Grantee to indemnify and hold harmless the Grantor, its elected and appointed officials, officers, and employees from claims, demands, damages, expenses or suits based solely on the conduct or negligence of the Grantor, its elected and appointed officials, officers, employees and contractors and provided further that if the claims, demands, damages, expenses or suits are caused by or result from concurrent negligence of the Grantee, its agents, contractors or employees and/or any person whomsoever, in connection with the Grantee's, its assigns', agents', contractors' or employee's or the Grantor, its elected and appointed officials, officers, employees and contractors, the indemnity provisions provided herein shall be valid and enforceable to the extent of the Grantee's negligence or the negligence of the Grantee's agents, employees or contractors.

**18.2 Limitation on Grantor's Liability.** Grantee, on behalf of its assigns, agents, licensees, contractors and employees, agrees to waive any claims for losses, expenses, damages or lost revenues incurred by it or its agents', contractors', licensees', employees' or customers' construction, installation, maintenance, operation, use, or occupancy of the right-of-way or in exercise of this franchise against the Grantor, its elected and appointed officials, officers, and employees except the reasonable costs of repair to property resulting from the negligent injury or damage to Grantee's property by the Grantor, its elected and appointed officials, officers, employees or contractors. Administration of this franchise shall not be construed to create the basis for any liability on the part of Grantor, its appointed and elected officials, officers, and employees, for any injury or damage from the failure of Grantee to comply with the provisions of this franchise; by reason of any plan, schedule, or specification review, inspection, notice and order, permission, or other approval or consent by Grantor; for any action or inaction thereof authorized or done in connection with the implementation or enforcement of this franchise by Grantor, or for the accuracy of plans submitted to Grantor. If at any time Grantor vacates any right-of-way covered by this franchise, Grantor shall not be held liable for any damages or loss to Grantee by reason of such vacation.

**18.3 Section 18 Provisions Survive Transfer, Assignment, Expiration or Termination of Franchise.** The provisions of this Section 18 shall survive the transfer, assignment, expiration or termination of this Agreement.

## **SECTION 19. Insurance.**

**19.1 Coverage Required.** Grantee shall obtain and maintain general comprehensive liability insurance on a per occurrence basis naming Grantor as an additional insured with limits no less than three million dollars (\$3,000,000.00) for each occurrence of bodily injury liability or property damage liability and shall provide Grantor with certificates of said insurance. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated. The amounts listed in this paragraph shall not constitute any limitation of liability. Grantee shall initially, and annually thereafter, provide Grantor with proof of the required insurance. Failure to obtain the required insurance policy or lapse of insurance coverage shall be a basis for revocation of this franchise.

**19.2 Grantor as Additional Insured.** All of the insurance required by this franchise agreement shall be endorsed to include Grantor as an additional insured and shall stipulate that the insurance afforded by Grantee's policy (s) shall be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention trusts maintained or participated in by the parties shall be excess and not contributory to insurance required. All liability insurance policies will be endorsed to show this additional coverage.

**19.3 Self-insurance.** In lieu of the insurance requirements set forth in this Section 10, Grantee may self-insure against such risks in such amounts as are consistent with good utility practice and the per occurrence minimum of \$3,000,000.00. Grantee shall provide Grantor with a self-insurance letter as evidence that Grantee maintains a self-insurance program.

## **SECTION 20. Right-of-Way Vacation.**

Grantor agrees to provide Grantee with at least ninety (90) days' written notice prior to vacation of right-of-way in the franchise area. Grantor may, after giving thirty (30) day's written notice to Grantee, terminate this Franchise with respect to such right-of-way vacated.

## **SECTION 21. Non-discrimination.**

In all hiring or employment made possible or resulting from this franchise agreement, there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, religion, ancestry, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this agreement on the grounds of sex, sexual orientation, race, color, religion, ancestry, national origin, age except, minimum age and retirement provisions, marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination, or suspension in whole or in part, of the agreement by Grantor and may result in ineligibility for further county agreements.

**SECTION 22. Waiver of Breach.**

Failure of Grantor to enforce any provision of this franchise agreement does not constitute a waiver of its right to enforce that provision or any other provisions of this agreement.

**SECTION 23. Governing Law; Venue.**

Grantee hereby agrees to be bound by the laws of the State of Washington and subjected to the jurisdiction of the State of Washington. The parties hereby stipulate that this Franchise shall be governed by the laws of the State of Washington and that any lawsuit regarding this contract must be brought in Chelan County, Washington, or in the case of a federal action, in the United States District Court for the Eastern District of Washington at Spokane, Washington.

**SECTION 24. Grantee's Acceptance of Terms and Conditions.**

Full acceptance of this Franchise is a condition precedent to its taking effect, and unless this Franchise is accepted within the time specified, this grant will be null and void and have no force or effect. Grantee shall indicate its full acceptance of this Franchise by the attested signature(s) of its authorized representative(s) on the Certificate of Acceptance and by Grantee filing a signed original of the Certificate of Acceptance of with the Clerk of the Commission within 30 days of the Commission's Resolution authorizing this grant of franchise.

**SECTION 25. Compliance with Laws.**

Grantee shall conform to all applicable federal, state, and local laws, codes, and regulations, as now may be in force or as may be further enacted or amended, including, but not limited to, the State Environmental Policy Act and Chelan County Code.

**SECTION 26. Notice and Contact Information.**

**26.1 Notice.** Notice (other than legal process) provided for in this Franchise shall be sent via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal and shall be sent to the following addresses:

To Grantor:

County Engineer  
Chelan County Public Works Department  
316 Washington Street, Suite 402  
Wenatchee, WA 98801  
Phone: 509.667.6415  
Fax: 509.667.6250

With a copy to:

Board of Chelan County Commissioners  
400 Douglas Street, Suite 201  
Wenatchee, WA 98801

Attn: Clerk of the Board  
Phone: 509.667.6215  
Fax: 509.667.6599

To Grantee:

With a copy to:

### **26.2 Notice by Alternate Method.**

If agreed in writing by the parties' designated representatives identified in Section 26.1, notice (other than legal process) provided for in this franchise agreement may be sent via facsimile (fax) or email to the receiving party's Section 26.1 representative, and unless waived by the receiving party, shall be promptly followed by delivery of the original notice by certified mail or express carrier as provided in Section 26.1.

### **26.3 Contact Information To Be Kept Current.**

Each party shall promptly provide notice to the other of any change in address and/or other Section 26.1 contact information.

## **SECTION 27. Miscellaneous.**

**27.1 Amendment.** This Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington.

**27.2 Tariffs.** This Franchise may be subject to the provisions of any applicable tariff on file with the Washington Utilities and Transportation Commission or its successor. In the event of any conflict or inconsistency between the provisions of this Franchise and such tariff, the provisions of such tariff shall control.

**27.3 Reimbursement of Grantor Costs.** Grantee shall be fully responsible for, and within thirty (30) days of presentation of an invoice together with reasonable supporting documentation, shall reimburse Grantor for all cost of public notice, including publication, and for auditor's filing fees associated with the grant of this Franchise.

**SECTION 28. Additional Franchise Terms.**

The additional franchise terms, if any, contained in Appendix 3 are incorporated herein by reference.

**SECTION 29. Entire Agreement.**

This franchise agreement, including the attached appendices, contains all terms and conditions permitting and authorizing Grantee's use and occupancy of county right-of-way for Grantee's facilities, except as may be modified by changes in federal or state law or regulations or as may be amended by further written agreement of the parties.

**SECTION 30. Severability.**

This franchise agreement gives effect to purposes and uses which are consistent with economical and efficient services rendered in the public interest. If any section, subsection, paragraph, sentence, clause, phrase, or provision of this franchise or its application is determined to be invalid by a court of law, then the remaining provisions of this franchise shall continue and remain valid unless the dominant purpose of the franchise would be prevented or the public interest is no longer served.

**SECTION 31. Effective Date.**

This Resolution shall be in full force and effect from and after its passage, approval, and legal publication as provided by law and provided that it has been duly accepted by Grantee and recorded in the office of the Chelan County Auditor.

**GRANTOR:**

Dated at Wenatchee, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
DOUG ENGLAND, Chairman

\_\_\_\_\_  
RON WALTER, Commissioner

\_\_\_\_\_  
KEITH W. GOEHNER, Commissioner

ATTEST: CARLYE DUNNING

\_\_\_\_\_  
Clerk of the Board

Dated: \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
LOUIS N. CHERNAK  
Deputy Prosecuting Attorney

Date: \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

The undersigned Grantee hereby accepts all the terms and conditions of this franchise agreement as set for Grantee and for Grantee’s heirs, executors, administrators, successors and assigns.

**GRANTEE:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTESTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

State of Washington            )  
  ): ss  
County of Chelan                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_ that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the State of Washington

My commission expires \_\_\_\_\_

**APPENDIX 1**  
**FRANCHISE AREA BOUNDARIES**



**APPENDIX 2A  
SAMPLE APPLICATION AND PERMIT  
FOR WORK IN COUNTY RIGHT-OF-WAY**



Chelan County Public Works Department  
 316 Washington Street, Suite 402, Wenatchee, WA 98801  
 Telephone: 509.667.6415 Fax: 509.667-6250

Mitchell S. Reister, P.E., Director/County Engineer

**APPLICATION FOR PERMIT FOR  
 WORK IN CHELAN COUNTY RIGHT-OF-WAY OR PROPERTY**

Permit # \_\_\_\_\_

<b>Applicant and Owner Information</b>			<b>Location of Proposed Work</b>		
Applicant (Print full name)			County Road Name		
Address			Milepost ( To nearest 0.01mile)		
City	State	Zip Code	Other		
Telephone Number			Parcel Number (If applicable)		
Applicant's UBI Number (If applicant is a business)			Address (If applicable)		
Owner/Franchise Holder (If not same as applicant.)			City	State	Zip Code
Detailed Description of Work (Attach additional pages as necessary):					
<b>Construction Dates</b>					
Start Date (Estimated):			Completion Date (Estimated):		
<p>The undersigned applicant applies for a "Permit For Work in Chelan County Right-of-Way or Property" and certifies that the applicant has read, understood, and agrees to comply with the "Instructions for Applicants". The applicant agrees that acceptance of the permit and commencement of the work shall constitute the applicant's promise to fully comply with all "General Permit Conditions" and all "Special Conditions" and to prosecute the permitted work with due diligence and speed with full regard for the rights, interests, and convenience of the public.</p> <p>Applicant Signature _____ Date and Place _____</p>					
<b>INSTRUCTIONS FOR APPLICANTS</b>					
<ol style="list-style-type: none"> <li>The applicant for a permit to occupy and perform work within Chelan County right-of-way or property, shall not perform such work except under authority of a permit issued by the County Engineer.</li> <li>Application shall be made in triplicate and be accompanied by triplicate drawings (1) to a working scale, (2) showing position and location of work, (3) names, numbers and width of roads and the location in plats, or subdivisions and by section, township, and range, and (4) showing relative position of the proposed work to existing utilities within such county right-of-way or property.</li> <li>The applicant shall specify the type of construction proposed, submitting plans showing the class of material and manner in which work is to be accomplished. All materials and equipment shall be of the highest quality and the manner of excavation, fills, construction, installation, erection of temporary structures, traffic turnouts, road obstruction, barricades, etc. shall meet the requirements set forth in chapter 8.26 of Chelan County Code, Utilities on Rights-of-Way, as now or hereafter amended, and shall require approval of the County Engineer.</li> <li>The applicant is responsible to be familiar with and abide industry standards and federal, state, and county laws, regulations, and codes applicable to the work. Signage, barricades, and traffic control in the vicinity of the work shall strictly conform to provisions of edition of the USDOT "Manual on Uniform Traffic Control Devices for Streets and Highways" in effect in Washington State at the time of the applicant's work.</li> <li>It is the applicant's responsibility to obtain all environmental, structural, or other permits required by law, code, or regulation through the appropriate federal, state, and/or local agencies. The applicant is solely responsible for all environmental permitting and/or mitigation associated with the applicant's approach to the county road.</li> <li>The applicant shall post a bond or other financial assurance to ensure compliance with all permit conditions. The bond shall remain in full force and effect for a period of 3 years following completion of the authorized work.</li> <li>The applicant is responsible to be familiar with and fully comply with all permit conditions.</li> <li>The applicant is responsible for utility location. At least 48 hours BEFORE YOU DIG, call 1-800-424-5555.</li> <li>Specific franchise provisions shall take precedence over the requirement for a permit or permit conditions.</li> <li>If permit is for utility work, see separate sheet for special instructions.</li> </ol>					

**PERMIT**

This permit shall become void unless, prior to commencement of the work the permittee posts a bond or other financial assurance, in a form and/or with surety satisfactory to the County Engineer, in the amount of \$\_\_\_\_\_. The bond or other financial assurance shall be posted or deposited with Chelan County and shall remain in full force until returned or refunded as set for in chapter 8.30 of Chelan County Code.

Approved by: \_\_\_\_\_ Issuance Date: \_\_\_\_\_  
Title: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**SPECIAL PERMIT CONDITIONS/INSTRUCTIONS**

**FINAL APPROVAL**

Permittee has completed the permitted work and has so notified the county. The work was thereafter inspected by the county's inspector and complies with permit conditions.

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**GENERAL PERMIT CONDITIONS**

1. This permit is a license and shall not be deemed to grant a franchise, nor an easement or other interest in real property. This permit authorizes the permittee to enter and occupy Chelan County right-of-way or property at the designated location to perform only the work approved by the County Engineer. The permit may be revoked, annulled, or terminated by the County Engineer at any time if the permittee willfully or negligently fails to comply with any permit provision or a county notice, or if work is not performed in conformity with permit requirements.
2. The term "permittee" includes the permittee, permittee's principals, partners, agents, contractors, successors and assigns. The term "days" means calendar days.
3. The work shall be performed using materials, construction methods, and traffic safety practices and devices approved in advance by the County Engineer and shall be subject to inspection by the County Engineer at any time to assure compliance with permit conditions. The permittee shall maintain the permitted installation or structure in good repair while it remains in existence.
4. The work shall commence not later than the 30<sup>th</sup> day following the permit issuance date and all crossings shall be completed within 5 days of commencement of the work, unless an extension is granted by the County Engineer. The permit expires on the 180<sup>th</sup> day following the permit issuance date and the work must be completed prior to permit expiration.
5. Before commencing the work, the permittee shall locate all utility installations in the permit location, and shall notify and coordinate with all utilities and property owners to take all necessary steps to protect persons, utility installations, and real and personal property. The permittee shall be solely responsible for injury or damage to property or any person arising from the permittee's work. At least 48 hours BEFORE YOU DIG, call 1-800-424-5555.
6. The permittee is responsible to be familiar with and abide industry standards and federal, state, and county laws, regulations, and codes applicable to the work. Signage, barricades, and traffic control in the vicinity of the work shall strictly conform to provisions of edition of the USDOT "Manual on Uniform Traffic Control Devices for Streets and Highways" in effect in Washington State at the time of the permittee's work. The applicant is solely responsible for all environmental permitting and mitigation associated with the applicant's approach to the county road. The work must meet all construction standards as set forth in chapters 8.26, 8.28 and 15.30 of Chelan County Code. Bond shall be posted as set forth in chapter 8.30 of Chelan County Code.
7. The Board of County Commissioners reserves the right, at any time, to change, amend, modify, or terminate any condition of this permit to conform to federal, state, or county laws, regulations, or codes enacted subsequently to the permit issuance date. The Board or the County Engineer may revoke this permit if the permittee fails to comply with such changes.
8. The permittee shall at permittee's sole cost and expense promptly repair all permittee's damage to county right-of-way and/or property and restore the county right-of-way and/or county property to a condition at least in as good and as safe a condition as it existed before permittee's work commenced. If permittee fails to fully comply with this condition within a reasonable time, the County Engineer may do, order, or have done any work necessary to restore the good and safe condition of county right-of-way and/or property, and the permittee, by acceptance of this permit, agrees that, upon demand by the county, the permittee shall reimburse the county for all costs of repair and restoration work.
9. Chelan County reserves the right to make such alterations or improvements to its right-of-way and/or property at any time the county board deems necessary. The permittee shall, upon written notice and at permittee's sole cost and expense, remove or relocate or alter the permittee's installation(s) to accommodate the county work. If permittee fails to timely comply with this condition, the County Engineer may do, order, or have done such work at the permittee's sole cost and expense.
10. BY ACCEPTING THIS PERMIT AND COMMENCING THE WORK, THE PERMITTEE AGREES TO PROTECT AND HOLD HARMLESS CHELAN COUNTY FROM ALL CLAIMS, ACTIONS, LAWSUITS OR DAMAGES OF ANY KIND AND DESCRIPTION WHICH MAY ACCRUE TO OR BE SUFFERED BY ANY PERSON, CORPORATIONS, OTHER ENTITY, OR REAL OR PERSONAL PROPERTY BY REASON OF PERFORMANCE OF THE WORK, CHARACTER OF MATERIALS USED OR MANNER OF INSTALLATION OR CONSTRUCTION, OR THE MAINTENANCE OR OPERATION OF THE INSTALLATIONS, OR IMPROPER OCCUPANCY OF THE RIGHT-OF-WAY OR PUBLIC OR PRIVATE REAL OR PERSONAL PROPERTY, AND IN THE CASE ANY SUCH CLAIM IS MADE OR AN ACTION OR LAWSUIT IS COMMENCED AGAINST CHELAN COUNTY FOR DAMAGES ARISING OUT OF ANY OF THE ABOVE CAUSES, THE PERMITTEE SHALL, UPON NOTICE FROM THE COUNTY OF SUCH CLAIM OR COMMENCEMENT OF SUCH ACTION OR LAWSUIT, DEFEND THE SAME AT THE PERMITTEE'S SOLE COSTS AND EXPENSE SHALL FULLY SATISFY ANY JUDGMENT AFTER SAID LAWSUIT SHALL HAVE BEEN FINALLY DETERMINED ADVERSELY TO THE COUNTY. THIS HOLD HARMLESS AND INDEMNIFICATION SHALL SURVIVE EXPIRATION OF THE PERMIT.
11. Specific franchise provisions supersede the requirement for a permit and/or conflicting permit conditions.

Application for Work within the Right of Way

P.250 2 of 2

# APPENDIX 2B SUPPLEMENTAL INSTRUCTIONS FOR UTILITY APPLICANTS

## SUPPLEMENTAL INSTRUCTIONS FOR UTILITY APPLICANTS

These supplemental instructions are meant to define what general documents are required along with your permit application for the different types of utility work as defined below:

<input type="checkbox"/>	<b>Utility - Type 1 Defined as:</b> 1. Documentation of facility only; or 2. Work on existing feature, no location change; and 3. Work Zone outside fog line or pavement surface, if no fog line; and 4. Traffic control requires shoulder closure only; and 5. No excavation within paved areas
<input type="checkbox"/>	<b>Utility - Type 2 Defined as:</b> 1. Constructing new features or relocating existing features; and/or 2. Traffic control requires closing/restricting one lane with delays not to exceed 20 minutes per driver; and 3. No work on fruit hauling routes during harvest season; and 4. No excavation within paved surface
<input type="checkbox"/>	<b>Utility - Type 3 Defined as:</b> 1. Constructing new features or relocating existing features; and/or 2. Traffic control requires closing/restricting one lane with delays not to exceed 20 minutes per driver; and 3. No work on fruit hauling routes during harvest season; and 4. Excavation within paved surface
<input type="checkbox"/>	<b>Utility - Type 4 Defined as:</b> 1. Full Road Closures; and/or 2. Delays exceeding 20 minutes per driver; and/or 3. Work on fruit hauling routes during harvest season; and/or 4. Work in conjunction of Public Works Contracts

- Any work within 50 feet of bridges and retaining walls shall be a minimum of level 3 and a Structural analysis by a Structural Engineer may be required.
- All traffic control plans shall follow the currently adopted version of the MUTCD. Except for the time specific plans, WSDOT Standard Plans K series plans will be accepted as long as implemented appropriately.

The general required documents per type of permit are listed below, additional information may be required in special circumstances:

	Utility Type 1	Utility Type 2	Utility Type 3	Utility Type 4
Plan Sheet Showing Utilities	✓	✓	✓	✓
Detailed Description of Work including dates of work	✓	✓	✓	✓
Plan showing changes		✓	✓	✓
Traffic Control Plan	✓	✓	✓	✓
Construction details showing adherence to the Road Cut and Repair Standards		✓	✓	✓
Work Plan, including detour analysis and work hour restrictions				✓
Bond/Proof of insurance	✓	✓	✓	✓
Environmental Permits	✓	✓	✓	✓

**APPENDIX 3**  
**ADDITIONAL FRANCHISE TERMS**



# Staff Summary

**Date:** February 24, 2014  
**To:** Cashmere City Council  
Mayor Gomes

**From:** Mark Botello  
**RE:** Washington State Recreation and Conservation Grant Proposal

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The City of Cashmere would like to submit a grant application/proposal to the Washington State Recreation and Conservation Office (RCO) for improvements to Cashmere's Riverside Park project. The proposed improvements are for the east end of the Park and may include parking lot development, concrete Skate Park, public restrooms and expanded and renovated playground structures.

The RCO application and funding process is as follows:

- Applications due: May 1, 2014
- Technical Review: May-June 2014
- Project Evaluation: August 2014
- Board Meeting- list approved: October 2014
- Board Meeting- Grants Awarded: June 2015

Staff provides three estimates (options) for the Riverside park improvements. The options and estimates are as follows:

Riverside Park Project (Option 1)	
Engineering & Surveying	\$10,000
Public restrooms	\$0
Utilities and misc site work	\$15,000
Parking lot development	\$100,000
Concrete skate park	\$100,000
Playground	\$0
Construction total	\$225,000
Tax 8.2%	\$18,450
Final total	\$243,450
City match	\$121,725
RCO grant	\$121,725

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Riverside Park Project (Option 2)	
Engineering & Surveying	\$10,000
Public restrooms	\$50,000
Utilities and misc site work	\$20,000
Parking lot development	\$100,000
Concrete skate park	\$100,000
Playground	\$0
Construction total	\$280,000
Tax 8.2%	\$22,960
Final total	\$302,960
City match	\$151,480
RCO grant	\$151,480

Riverside Park Project (Option 3)	
Engineering & Surveying	\$15,000
Public restrooms	\$50,000
Utilities and misc site work	\$20,000
Parking lot development	\$100,000
Concrete skate park	\$100,000
Playground	\$50,000
Construction total	\$335,000
Tax 8.2%	\$27,470
Final total	\$362,470
City match	\$181,235
RCO grant	\$181,235