

City of Cashmere

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

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

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSE ABSENCE

ANNOUNCEMENTS & INFORMATION

Jim Wonn, President of the Cashmere Museum Board of Directors

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

- 1. Minutes of February 24, 2014 Regular Council Meeting
- 2. Meeting of March 10, 2014 was cancelled due to lack of quorum
- 3. Payroll and Claims Packet Dated March 10, 2014
- 4. Payroll and Claims Packet Dated March 24, 2014
- **5.** Set public hearing on Monday, April 14, 2014 for Zoning Map amendments, Comprehensive Plan Land Use Map amendments and amendments to Title-17 Zoning Code.

BUSINESS ITEMS

- 1. Planning Commission and Cashmere Council joint meeting
- 2. General Manager Mark Miller from Town Toyota Center
- 3. Resolution 06-2014 Washington Wildlife Recreation Program (RCO) grant
- 4. Certification of Applicant Match for Cashmere Riverside Park Renovation Project
- 5. Interlocal Agreement for US 2/97 Cashmere Area Transportation Study
- 6. Transfer of City Property to Public Road Use

PROGRESS REPORTS

EXECUTIVE SESSION

To discuss potential litigation

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.

MINUTES OF THE CASHMERE CITY COUNCIL MEETING MONDAY, FEBRUARY 24, 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

Present

Not Present

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

Corporal Mike Langford of the Chelan County Sheriff's Office introduced himself to the council and informed them that he has been appointed as Sheriff's liaison for Cashmere. He wasn't going to discuss stats since January stats had already been sent electronically. What he wanted to mention was that the number of car prowls and burglaries are down in Cashmere. Corporal Langford believes this is due to the Sheriff's Departments daily presence in Cashmere. The department is happy to be located at City Hall once again.

Director Botello went over the progress status/update reports regarding permits, licenses, committees and projects. He also presented the results from the Chamber's Economic Development meeting of January 30th.

Councilor Knutsen and Councilor Moore announced they would not be at the March $10^{\rm th}$ council meeting. With Councilor Bryant submitting a letter of resignation there will not be a quorum for the March $10^{\rm th}$ meeting.

APPROVAL OF AGENDA

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

CONSENT AGENDA

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

Claim Check Nos. 34219 through 34238 and EFT 01/2014 totaling \$327,510.24

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

City Council Minutes February 24, 2014 Page 2

FRANCHISE AGREEMENT – CHELAN COUNTY GRANTING THE CITY A NON-EXCLUSIVE FRANCHISE

Clerk-Treasurer Kay Jones reported that the Agreement is still in legal review. Some of the concerns from council included fees, lack of definitions and notifications. The item will be back on the agenda after legal review and comments.

WASHINGTON STATE RECREATION CONSERVATION GRANT PROPOSAL

Director Mark Botello stated that he would like to submit a grant application to the Washington State Recreation and Conservation Office (RCO) for improvements to Cashmere's Riverside Park. The proposed improvements are for the east end of the park and include four main components; parking lot development, concrete skate park, public restrooms and expanded and renovated playground structures.

Director Botello discussed the application process and timeline. He explained that the city's financial match would be 50%. Botello presented three options ranging from total project cost of \$292,140 to \$459,850. The city's match to complete option three, which includes all of the improvements listed above, would be \$229,925. The project would be a three year project, 2015 to 2017, with the majority of the costs being in 2016.

MOVED by Councilor Bryant and seconded by Councilor Fletcher to authorize staff to proceed with the application to the RCO using Option #3. Motion carried.

LETTER OF RESIGNATION FROM COUNCILOR JOHN BRYANT

Councilor Bryant submitted a letter of resignation effective February 25, 2014. Councilor Bryant stated that as a councilperson his job was made less difficult because of the staff and employees of the City of Cashmere. The staff and employees are just one of Cashmere's many assets. Cashmere is a community that is fiscally conservative yet one that gets things done.

PROGRESS REPORTS

Clerk-Treasurer Kay Jones announced that the city will be mailing out full-page utility billings starting March 3rd. The full-page bill is similar to the on-line bill and includes a usage graph.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 6:33 p.m.

,		
	Jeff Gomes, Mayor	
Attest:		
Kay Jones, Clerk-Treasurer		



City of Cashmere

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

Notice is hereby given that the <u>Cashmere City Council</u> will hold a public hearing on **Monday, April 14, 2014, at 6:00 p.m.** at the Cashmere City Hall, 101 Woodring Street, Cashmere, Washington.

The public hearing is related to the following Zoning Map amendments and Comprehensive Plan Land Use Map amendments and amendments to Title-17 Zoning Code:

Amendments to Title-17 Zoning Code.

<u>Douglas Fehrer (NNA Sunset Highway, Chelan County Assessor's Parcel No. 23-19-05-21-05-50).</u>

- Current Zoning: Suburban Residential (SR)
- Proposed Zoning: Mixed Commercial/Light Industrial (C/LI)

Quality Land Management (5830 Sunset Highway, Chelan County Assessor's Parcel No. 24-19-32-93-81-65.

- Current Zoning: Suburban Residential (SR)
- Proposed Zoning: Mixed Commercial/Light Industrial (C/LI)

<u>Jeanette Petersen (613 Pioneer Ave, Chelan County Assessor's parcel 23-19-05-14-06-50).</u>

- <u>Current Zoning:</u> Single-Family (SF)
- Proposed Zoning: Multi-Family (MF)

The public is invited to attend the public hearings and make comment or to send written comment to the City of Cashmere, 101 Woodring Street, Cashmere, WA 98815, Attn: Mark Botello.

Publish Cashmere Valley Record: Wednesday, March 26, 2014

Staff Summary

Date: March 23, 2014

To: Cashmere City Council

Mayor Gomes

From: Mark Botello

RE: Planning Commission & City Council Meeting

On behalf of the Planning Commissioners, we look forward to meeting with the Council, on Monday, March 23, 2014 at 6:00 p.m. to review the proposed Planning Work Program and discuss other items as appropriate.

In 2013 the Commission completed a number of projects, which the Council considered and adopted. The Commissioners final 2013 work schedule included the following:

- Update to Cashmere's Shoreline Master Program.
- Updates to Cashmere Title-17 Zoning Code.
- Update to Cashmere's Comprehensive Plan.
- Zoning Map amendments & Comprehensive Plan Land Use Map amendments:
 - Chelan County Historical Society (600 Cotlets Way)
 - Mount Cashmere Properties. (Sunset Highway)
 - o Rodney Haverfield Property (Chapel Street)

The 2014 proposed Commission program includes the following:

- Updates to Cashmere's Title-16 Subdivision Code.
- Zoning Map amendments & Comprehensive Plan Land Use Map amendments:
 - Douglas Fehrer (Quality Welding located on Sunset Highway).
 - Quality Land Management (Quality Welding located on Sunset Highway).
 - o Jeanette Petersen (213 Pioneer Ave)

Prior to the joint Planning Commission & Cashmere Council meeting please take some time over the next few weeks to think of project you would like the Planning Commissioners and staff to work on for 2014.

Cashmere Planning Commissioners meet the first Monday of each month from 5:00 to 7:00 p.m.

Staff Summary

Date:

March 24, 2014

To:

Cashmere City Council

Mayor Gomes

From:

Mark Botello

RE:

Resolution 06-2014 Washington Wildlife & Recreation Program

At the February 24, 2014 Cashmere Council meeting, Council approved and authorized matching funds for improvements to Cashmere's Riverside Park. Staff will 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

Project construction:

2015

Project construction:

2016

Project construction close-out:

2017

Recommendation:

Staff recommends approval of the Washington Wildlife & Recreation Program Resolution No. 06-2014

CITY OF CASHMERE, WASHINGTON RESOLUTION NO. 06-2014

A RESOLUTION OF THE CITY OF CASHMERE, WASHINGTON AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR GRANT FUNDING ASSISTANCE FOR WASHINGTON WILDLIFE AND RECREATION PROGRAM PROJECT(S) TO THE RECREATION AND CONSERVATION OFFICE AS PROVIDED IN CHAPTER 79A.15 RCW, ACQUISITION OF HABITAT CONSERVATION AND OUTDOOR RECREATION LANDS, WAC 286 AND SUBSEQUENT LEGISLATIVE ACTION.

WHEREAS, the City Council has approved a comprehensive parks and recreation plan or habitat conservation plan that includes this project; and

WHEREAS, under the provisions of the Washington Wildlife and Recreation Program (WWRP), state grant assistance is requested to aid in financing the cost of Riverside Park; and

WHEREAS, the City Council considers it in the best public interest to complete the project described in the application(s);

NOW, THEREFORE, BE IT RESOLVED that:

- **Section 1.** The Director of Planning & Building, (Mark Botello) is authorized to make formal application to the Recreation and Conservation Office for grant assistance;
- **Section 2.** Any grant assistance received will be used for direct costs associated with implementation of the project referenced above;
- **Section 3**. The City of Cashmere hereby certifies that our matching share of project funding will be derived from the City's Capital Improvement Fund and that we are responsible for supporting all non-cash commitments to this project should they not materialize.
- **Section 4**. We acknowledge that the grant assistance, if approved, will be paid on a reimbursement basis, meaning we will only request payment from the Recreation and Conservation Office after eligible and allowable costs have been incurred and payment remitted to our vendors, and that the Recreation and Conservation Office will hold retainage until the project is deemed complete.
- **Section 5.** We acknowledge that any facility developed through grant assistance from the Recreation and Conservation Funding Board must be reasonably maintained and made available to the general public at reasonable hours and times of the year according to the type of area or facility unless other restrictions have been agreed to by the Recreation and Conservation Office Director or the Recreation and Conservation Funding Board.
- **Section 6.** We acknowledge that any facility developed with grant assistance from the Recreation and Conservation Funding Board must be dedicated for public outdoor recreation purposes, and be retained and maintained for such use for perpetuity unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board.
- <u>Section 7.</u> This resolution becomes part of a formal application to the Recreation and Conservation Office for grant assistance; and
- **Section 8.** We provided appropriate opportunity for public comment on this application.

Passed by the City Council of the City of Cashmere, Washington, and approved by the Mayor at an open public meeting on this 24th day of March, 2014.

	APPROVED:	
	Jeff Gomes, Mayor	_
ATTEST:		
Kay Jones, City Clerk-Treasurer		
APPROVED AS TO FORM:		
Charles D. Zimmerman, City Attorney		

Certification of Applicant Match

Organization Name City of Cashmer	e
Project Name Cashmere Riverside	Park Renovation Project
Project Number 06-2014	
The sources and amounts of our matching s	share will be:
Source of Match	Amount
City's Capital Fund	\$229,925
	400000
Total	\$\$229,925
As the authorized financial representative for I hereby certify that the sponsor matching represented above. I further acknowledge the supporting all non-cash commitments and described the supporting all non-cash commitments.	esources are available for the project at our organization is responsible for
Signature	
Printed Name	
Title	
Date	

Return Address:		

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:

INTERLOCAL AGREEMENT

Grantor(s):

CHELAN COUNTY, WASHINGTON

Grantee(s):

PORT OF CHELAN COUNTY, CITY OF CASHMERE

Legal Description: N/A

Assessor's Tax Parcel ID: N/A

Filed with the Auditor pursuant to RCW 39.34.040

INTERLOCAL AGREEMENT FOR US 2/97 CASHMERE AREA TRANSPORTATION STUDY

This Interlocal Agreement is made pursuant to chapter 39.34 RCW among Chelan County, the City of Cashmere and the Port of Chelan County, all municipal corporations of the State of Washington (collectively referred to as the "Parties" or separately as a "Party", as usage may require).

WHEREAS, the Parties desire to conserve public funds, avoid duplication of effort and expense, and coordinate planning efforts by cooperatively obtaining the services of one qualified consultant for transportation analysis and planning work for the US 2/97 Cashmere area; and

WHEREAS, Chelan County is willing and able to administer the request for consultant proposals and to administer the related contract.

NOW, THEREFORE, in consideration of the mutual benefits contained, the Parties agree as follows:

INTERLOCAL AGREEMENT RE "US 2/97 CASHMERE AREA TRANSPORTATION STUDY"
Page 1 of 4
031914

- 1. <u>Purpose</u>. The purpose of this Agreement is to retain a consultant to provide traffic analysis and planning services during 2014 for the "US 2/97 Cashmere Area Transportation Study" all as more fully described in attached Appendix A, which is incorporated herein by this reference.
- 2. <u>Duration and Termination</u>. This Agreement shall become effective on the date of filing with the Chelan County auditor and shall terminate on December 31, 2014, unless sooner terminated by mutual, written agreement of the Parties. Any Party may withdraw from participation in this Agreement at any time by providing written notice to the other Parties. Any withdrawing Party shall be obligated to pay its prorated share of any monetary obligation owed by the County to the consultant retained pursuant to this Agreement for services provided prior to the effective date of withdrawal; provided such monetary obligations are consistent with the approved consultant contract and the prorated sharing provisions set forth in Appendix B of this Agreement.
- 3. <u>Administration</u>, <u>Budget</u>, <u>and Property</u>. No separate entity is created by this Agreement. Chelan County shall administer the Agreement. The Parties agree to fully cooperate in the furtherance of the purpose of this Agreement. No separate financing or budget will be required for this Agreement. No real or personal property will be acquired or disposed under this Agreement.
- 4. <u>Request For Proposals</u>. Chelan County shall prepare a draft Request for Proposals. Each Party shall timely provide Chelan County with information or terms to be included in the Request for Proposals. The final draft Request for Proposals must be approved by all Parties. Following approval, the County shall obtain proposals from qualified consultants for transportation analysis and planning services.
- 5. <u>Consultant Contract</u>. The Parties shall cooperatively develop a template for the consultant contract prior to advertising the Request for Proposals. Chelan County is authorized to negotiate a contract with the selected consultant, but changes to the contract template must be approved by all Parties. A Party may separately contract with the selected consultant for additional services and shall be solely and directly responsible for liabilities and expenses incurred by such separate contract.
- 6. <u>Selection of the Consultant</u>. The selection of the consultant must be unanimously approved by the Parties. Upon such approval, Chelan County shall enter into the contract with the consultant consistent with Section 5, above.
- 7. <u>Scheduling and Information</u>. The Parties agree to coordinate scheduling of the contracted consultant's tasks for the most efficient and least costly use of the consultant's services and to avoid unnecessary consultant work and related costs. The Parties shall each timely provide the consultant with the information, documents, and reasonable assistance needed for the consultant's work.

- 8. Costs, Payment, Invoices and Reimbursement. Chelan County shall timely pay each invoice for consultant services billed by the consultant under the contract and shall promptly submit invoices to the other Parties for each Party's prorated share of costs as set forth in Appendix B; provided that the contribution of each Party shall not exceed the "Maximum Payable" amount for that Party set forth in Appendix B. Payments to the County under this Agreement shall occur within thirty days after receipt of the invoice from the County.
- 9. Governing Law. The law of the State Washington shall govern this Agreement.
- 10. <u>Jurisdiction, Venue, Costs of Suit</u>. Venue in any action arising out of this Agreement shall be in the Chelan County Superior Court. Each Party shall be responsible for its own fees and costs of suit, arbitration or mediation.
- 11. <u>Execution in Counterparts.</u> This Agreement may be executed in multiple counterparts, each of which shall be deemed, and all of which together shall be deemed, one and the same document.
- 12. <u>Filing Requirement</u>. This Agreement shall be filed with the Chelan County Auditor after full execution by the Parties.
- 13. <u>Incorporation</u>. The recitals set forth above and Appendices A and B are incorporated into this Agreement.

[The remainder of this page left blank intentionally]

14. <u>Complete Agreement</u>. This Agreement constitutes the entire agreement between the Parties. Amendments shall not be binding on the Parties unless the Amendment is in writing, signed by all of the Parties, and recorded with the Chelan County Auditor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

BOARD OF COUNTY

PORT OF CHELAN COUNTY

	COMMISSIONERS
By: Mark Urdahl, Executive Director Date:	Doug England, Chairman
CITY OF CASHMERE	Keith W. Goehner, Commissioner
By: Jeff Gomes, Mayor	Ron Walter, Commissioner
Date:ATTEST: Kay Jones	ATTEST: Carlye Dunning
City Clerk/Treasurer	Deputy Clerk of the Board Date:

US 2 /97 Cashmere Area Transportation Study

BACKGROUND

WSDOT's 2002 US 2/97 Corridor Safety Study identified the need to replace two Cashmere area US 2 intersections with freeway interchanges. The WSDOT study recommended replacement of the US 2/Hay Canyon Road traffic signal with a realignment of the US 2/Goodwin Road bridge connection and replacement of the bridge. The study also identified the need to replace the US 2/Cotlets Way intersection with new freeway interchange to be located approximately one-half mile east of the existing intersection.

The US 2 Cashmere area intersection improvements recommended in the 2002 WSDOT study are high-cost improvements that are not be feasible within current or expected future funding limitations.

In addition, Cashmere's west side industrial area is expanding and lacks defined freight truck access. The impending Goodwin Road bridge closure complicates the freight truck access challenge and the general traffic circulation in the county fairground and rural residential areas of the near-west of Cashmere.

PURPOSE

The purpose of the US 2/97 Cashmere Area Transportation Study is to generate a detailed report:

- Identifying, evaluating, and recommending alternatives to the high-cost safety and traffic improvements recommended in the 2002 WSDOT US 2/97 Corridor Safety Study.
- Analyzing the effects and impacts of permanent Goodwin Road bridge closure.
- Analyzing and recommending Goodwin Bridge replacement options.
- Recommending whether the Goodwin Road Bridge should be replaced or eliminated.
- Identifying current and recommended truck routes between US 2 and the industrial areas in the Cashmere UGA.
- Identifying and recommending road, intersection and bridge improvements along current and recommended routes for freight trucks in the Cashmere UGA.
- Providing planning level design (type, size, location, and environmental analysis) and cost estimates for all recommended improvements, including Goodwin Road bridge replacement.

STUDY AREA

The study area is the segment of US 2/97 between the Hay Canyon intersection vicinity east to the US 2/97 location proposed in the 2002 WSDOT study for the "East Cashmere Diamond Interchange," near the intersection of US 2/97 with Red Apple Road and Old Monitor Road. Additionally, the study will include areas within the Cashmere urban growth boundary and unincorporated rural areas to the east or west of the Cashmere UGA with present or future freight truck access to industrial areas in the Cashmere UGA.

PROJECT PARTNERS & MANAGEMENT STRUCTURE

This study is an interlocal cooperative effort among:

- Chelan County
- City of Cashmere
- Port of Chelan County
- WSDOT North Central Region (WSDOT)
- Wenatchee Valley Transportation Council (WVTC)

Each cooperating agency, except the Port, will serve with equal representation on the Project Management Committee (PMC) to oversee the study and provide guidance to the consultant. Key management decisions related to the study will require participating agencies' consensus. However, the City of Cashmere, Chelan County and WSDOT, as "owners" of certain road, bridge and highway segments within the study area, will retain the right to individually approve specific decisions or recommendations related to each "owner's" engineering standards and regulations. Chelan County will be the lead agency and will administer consultant selection, contracting, finance and budget, and PMC/consultant contact.

KEY ELEMENTS FOR SCOPE OF WORK:

The consultant will produce a detailed report, useful to the PMC and the project partners for transportation planning, design, and funding purposes, including the following key study elements:

Traffic Forecasting

- Document existing and expected future land use and current traffic counts.
- Prepare a travel demand forecasting tool or model to support evaluation of future traffic volumes, including trucks, on US 2 and primary roadways in the greater Cashmere vicinity. Computer-based forecasting models must be developed with the VISUM software suite from PTV America.

Truck Routing Alternatives Analysis

- Identify a truck route(s) through the greater Cashmere area
- Defining short-term and long-term freight truck access routes between US 2 and all industrial areas in greater Cashmere.

Roadway, Bridge and Intersections Analysis

- Evaluate feasibility of alternatives to the improvements recommended in the 2002 WSDOT US 2
 Safety Study for the US 2/Goodwin Road and US 2/Cotlets Way intersections.
- Evaluate Cashmere area community-wide traffic circulation and roadway operations under scenarios that include replacement, relocation and elimination of the Goodwin Bridge.
- Evaluate need for and feasibility of surface street improvements and railroad crossing improvements within the Cashmere study area. The Synchro/SimTraffic model shall be used to evaluate the various scenarios.

Recommend Improvements

- Prepare conceptual designs with planning level cost estimates for all identified roadway, intersection and bridge improvement options.
- Identify funding opportunities for improvements.

Data Collection & Mapping

- Identify and obtain needed data (e.g., traffic counts and accident information) from project partners and other agencies.
- Identify and perform additional data collection necessary for the study.
- Mapping and graphic visualization for working documents, community engagement and the final report must be in formats compatible with the ArcGIS suite and/or PDF formats.

Appendix "A": US 2/97 CASHMERE AREA TRANSPORTATION STUDY

Community Engagement

- Lead high quality public outreach (a vital component of the study) with active participation and support by project partners.
- The study's community engagement plan shall be structured according to the following timeline and objectives:
 - **Early**: Informational outreach to explain the project, build awareness and obtain early public input on overall study goals and objectives.
 - Mid: Presentation of existing and predicted future traffic levels and improvement concepts for stakeholder and public feedback, to create and foster general stakeholder and public awareness, and to answer questions.
 - <u>Late</u>: Presentation of draft plan recommendations and solicitation of final public and stakeholder input.
 - Ongoing: Outreach to stakeholders by email, phone calls, informal individual meetings, and outreach to the public through speaking engagements with city council, civic groups and service clubs. Make informational materials available to the public on city, county, port and/or WVTC websites.

Project Schedule

The consultant must begin work on the study by or before April 2014 and complete all work by the end of 2014.

Project Coordination

This US 2/97 Cashmere Area Transportation Study must be developed in coordination with WSDOT's concurrent update of the US 2 Safety Corridor Study. The updated US 2 Safety Corridor Study will incorporate the conclusions of this study relative to the Cashmere area highway intersections. Both planning efforts will be undertaken within the same general timeframe and will require ongoing coordination between and among the public agencies and the consultants.

Appendix "B": US 2/97 CASHMERE AREA TRANSPORTATION STUDY

The cost of consultant services shall be prorated among the Parties as set forth in Table 1. Chelan County shall timely pay each invoice for consultant services billed by the consultant under the Parties' contract and shall promptly submit invoices to the other Parties for each Party's share. Each of the other Parties shall reimburse to Chelan County the Party's pro rata share of consultant costs and expenses within thirty days after receipt of the invoice from the county.

Table 1:

Agency	Pro Rata Share	Maximum Payable
Chelan County	13.3%	\$30,000.00
City of Cashmere	6.7%	\$15,000.00
Port of Chelan County	13.3%	\$30,000.00
STP Regional Planning Funds (funded through	66.7%	\$150,000.00
Chelan County)		
Total Maximum Payable		\$225,000.00

Filed for and return to:

City of Cashmere Attn: Kay Jones, City Clerk 101 Woodring Street Cashmere, WA 98815

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 or any warranty contained in the document itself.

Grantor(s): CITY OF CASHMERE Grantee(s): CITY OF CASHMERE

Reference Number(s) of Documents Amended: N/A

Abbreviated Legal Description: A portion of Government Lot 3 and the N ½ of the SE ¼ of the NW ¼ of Section 4, Township 23 North, Range 19 East,

W.M., Chelan County, Washington

Legal Description: Complete legal description on attached Exhibits "A," "B"

and "C"

Assessor's Parcel Number(s): 23-19-04-210-100

TRANSFER OF CITY PROPERTY TO PUBLIC ROAD USE

The City of Cashmere hereby transfers a portion of a City-owned property from generally held City property to public road use property for road and sidewalk use in perpetuity. The subject property is located in the vicinity of the Railroad Avenue and Maple Street intersection, and is a portion of Parcel No. 23-19-04-210-100. The subject property is vacant and not currently being used or maintained by the City. The City subject property is legally described in Exhibits "A," "B," and "C," and is depicted in Exhibit "D," all of which Exhibits are attached hereto.

This transfer was idea the masses	of the property to consumed ato the
	use of the property to accommodate the nents as part of the 2014 Railroad Avenue
	APPROVED by the City Council and signed by the Mayor the 24 th day of March, 2014.
	JEFF GOMES, Mayor
STATE OF WASHINGTON)) ss. COUNTY OF CHELAN)	
who appeared before me, and said person a oath stated that he was authorized to exec	ctory evidence that JEFF GOMES is the person acknowledged that he signed this instrument, on oute the instrument and acknowledged it as the on, to be the free and voluntary act of such party instrument.
Detect	
Dated:	

Notary Public Print Name ___

My commission expires _

(Use this space for notarial stamp/seal)

{CDZ1157657.DOC;1/0W834.900000/}
TRANSFER OF CITY PROPERTY TO PUBLIC ROAD USE Page 2 of 2

EXHIBIT A

Existing Description Parcel 231904210100

That portion of the Burlington and Santa Fe Railroad Company's (formally Great Northern Railway Company) 200.0 feet wide Station Ground property at Cashmere, Washington, being 75.0 feet wide on the Northerly side and 125.0 feet wide on the Southerly side of said Railway Company's hereinafter described Main Track centerline, as originally located and constructed upon, over and across Government Lot 3 and the N1/2 SE1/4 NW1/4 of Section 4, Township 23 North, Range 19 East, W.M., Chelan County, Washington, more particularly described as follows, to-wit:

Commencing at the point of intersection of the East line of 60.0 foot wide Division Street with the Northerly line of Railroad Street, according to the recorded plat of Cashmere, Washington, said point being 30.0 feet East, as measured at right angles from the West line of said Government Lot 3 and 125.0 feet Southwesterly, as measured at right angles from said hereinafter described Main Track centerline, as originally located and constructed; thence Southeasterly along the Northerly line of Railroad Street, being parallel with and 125.0 feet Southwesterly, as measured at right angles from said hereinafter described Main Track centerline, as originally located and constructed, 633.0 feet to the True Point of Beginning; thence continuing Southeasterly along the Northerly line of Railroad Street 308.0 feet; thence Northeasterly at right angles to said Northerly line Railroad Street 91 feet, more or less, to a point being 50.0 feet Southwesterly, as measured radially from said Railway Company's Main Track centerline, as now located and constructed; thence Northwesterly along a line drawn parallel and concentric with and distant 50.0 feet Southwesterly, as measured at right angles and radially from said Main Track centerline, as now located and constructed, a distance of 308 feet, more or less, to the intersection with a line drawn at right angles to the Northerly line of Railroad Street from the True Point of Beginning; thence Southwesterly at right angles to said Northerly line of Railroad Street, a distance of 85 feet, more or less, to the True point of Beginning.

Original Main Track Centerline Description

Commencing at the West quarter corner of said Section 4; thence North along the West line of said Section 4 a distance of 1706.9 feet to the True Point of Beginning; thence Southeasterly, deflecting an angle of 79°34' measured from South to East from said West line, a distance of 2482.0 feet and there terminating.

EXHIBIT B

In the County of Chelan, State of Washington:

All that portion of the Government Lot 3 and the N 1/2 of the SE 1/4 of the NW 1/4 Section 4, Township 23 N, Range 19 E.W.M., being a portion of that parcel conveyed by deed recorded under Auditor's File No. 2022834 records of said county, more particularly described as follows:

Commencing at the SW corner Government Lot 3, a 3 inch brass cap monument in case at the intersection of Division Street and Railroad Ave, from which the SW corner Government Lot 4, a 3 inch aluminum cap on 2 inch aluminum pipe bears N 87°57'54" W a distance of 1385.23 feet; thence N 31°21'18" E a distance of 55.65 feet more or less to the point of intersection of the East line of 60.0 foot wide Division Street with the Northerly line of Railroad Street, according to the recorded plat of Cashmere, Washington, said point being 30.0 feet East, as measured at right angles from the West line of said Government Lot 3 and 125.0 feet Southwesterly, as measured at right angles from the Main Track centerline, as originally located and constructed; thence S 78°26'24" E along the Northerly line of Railroad Street, being parallel with and 125.0 feet Southwesterly, as measured at right angles from the Main Track centerline, as originally located and constructed, 632.97 feet to the True Point of Beginning; thence continuing Southeasterly along the Northerly line of Railroad Street S 78°26'24" E a distance of 307.99 feet; thence N 11°33'36" E at right angles to said Northerly line Railroad Street a distance of 63.80 feet; thence S 81°45'05" W a distance of 146.71 feet; thence N 81°11'01" W a distance of 170.16 feet, more or less, to the intersection with a line drawn at right angles to the Northerly line of Railroad Street from the True Point of Beginning; thence S 11°33'36" W at right angles to said Northerly line of Railroad Street, a distance of 5.94 feet, more or less, to the True point of Beginning.

Area of described property 7076 square feet.

Horizontal Datum: NAD 83/91 Washington Sate Plane, North Zone Grid. Distances Hereon are at Grid. Multiply distances by a combined factor of 1.00004140 to achieve ground distances.

EXHIBIT C

New Description Parcel 231904210100

That portion of the Burlington and Santa Fe Railroad Company's (formally Great Northern Railway Company) 200.0 feet wide Station Ground property at Cashmere, Washington, being 75.0 feet wide on the Northerly side and 125.0 feet wide on the Southerly side of said Railway Company's hereinafter described Main Track centerline, as originally located and constructed upon, over and across Government Lot 3 and the N1/2 SE1/4 NW1/4 of Section 4, Township 23 North, Range 19 East, W.M., Chelan County, Washington, more particularly described as follows, to-wit:

Commencing at the point of intersection of the East line of 60.0 foot wide Division Street with the Northerly line of Railroad Street, according to the recorded plat of Cashmere, Washington, said point being 30.0 feet East, as measured at right angles from the West line of said Government Lot 3 and 125.0 feet Southwesterly, as measured at right angles from said hereinafter described Main Track centerline, as originally located and constructed; thence Southeasterly along the Northerly line of Railroad Street, being parallel with and 125.0 feet Southwesterly, as measured at right angles from said hereinafter described Main Track centerline, as originally located and constructed, 633.0 feet to the True Point of Beginning; thence continuing Southeasterly along the Northerly line of Railroad Street 308.0 feet; thence Northeasterly at right angles to said Northerly line Railroad Street 91 feet, more or less, to a point being 50.0 feet Southwesterly, as measured radially from said Railway Company's Main Track centerline, as now located and constructed; thence Northwesterly along a line drawn parallel and concentric with and distant 50.0 feet Southwesterly, as measured at right angles and radially from said Main Track centerline, as now located and constructed, a distance of 308 feet, more or less, to the intersection with a line drawn at right angles to the Northerly line of Railroad Street from the True Point of Beginning; thence Southwesterly at right angles to said Northerly line of Railroad Street, a distance of 85 feet, more or less, to the True point of Beginning.

Original Main Track Centerline Description

Commencing at the West quarter corner of said Section 4; thence North along the West line of said Section 4 a distance of 1706.9 feet to the True Point of Beginning; thence Southeasterly, deflecting an angle of 79°34' measured from South to East from said West line, a distance of 2482.0 feet and there terminating.

EXCEPT that portion described as follows:

Commencing at the SW corner Government Lot 3, a 3 inch brass cap monument in case at the intersection of Division Street and Railroad Ave, from which the SW corner Government Lot 4, a 3 inch aluminum cap on 2 inch aluminum pipe bears N 87°57'54" W a distance of

1385.23 feet; thence N 31°21'18" E a distance of 55.65 feet more or less to the point of intersection of the East line of 60.0 foot wide Division Street with the Northerly line of Railroad Street, according to the recorded plat of Cashmere, Washington, said point being 30.0 feet East, as measured at right angles from the West line of said Government Lot 3 and 125.0 feet Southwesterly, as measured at right angles from the Main Track centerline, as originally located and constructed; thence S 78°26'24" E along the Northerly line of Railroad Street, being parallel with and 125.0 feet Southwesterly, as measured at right angles from the Main Track centerline, as originally located and constructed, 632.97 feet to the True Point of Beginning; thence continuing Southeasterly along the Northerly line of Railroad Street S 78°26'24" E a distance of 307.99 feet; thence N 11°33'36" E at right angles to said Northerly line Railroad Street a distance of 63.80 feet; thence S 81°45'05" W a distance of 146.71 feet; thence N 81°11'01" W a distance of 170.16 feet, more or less, to the intersection with a line drawn at right angles to the Northerly line of Railroad Street from the True Point of Beginning; thence S 11°33'36" W at right angles to said Northerly line of Railroad Street, a distance of 5.94 feet, more or less, to the True point of Beginning.

Area of described property 7076 square feet.

Horizontal Datum: NAD 83/91 Washington Sate Plane, North Zone Grid. Distances Hereon are at Grid. Multiply distances by a combined factor of 1.00004140 to achieve ground distances.

