



## 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, OCTOBER 26, 2015 6:00 P.M., CITY HALL

### **AGENDA**

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of October 12, 2015 Regular Council Meeting
2. Payroll and Claims Packet Dated October 26, 2015

BUSINESS ITEMS

1. Public Hearing on Revenue Sources and possible increase in Property Taxes
2. Chief Matt Brunner - Update and budget review on Cashmere Fire Department
3. Letter of Engagement with Diversified HR Consulting for Union Contract negotiations
4. Selection of vendor for SCADA system using the Small Works Roster
5. Settlement Agreement between Tree Top and Cashmere Investments and the City
6. Quit Claim Deed, Easement and Acceptance from Cashmere Investments to the City

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)**

MINUTES OF THE CASHMERE CITY COUNCIL MEETING  
MONDAY, OCTOBER 12, 2015 AT CASHMERE CITY HALL

OPENING

Mayor 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	
Skip Moore	Jim Fletcher Dave Erickson Bob Abramoski David Sherman Skip Moore	
Staff:	Kay Jones, Clerk-Treasurer Mark Botello, Dir. of Planning/Building	Chuck Zimmerman, City Attorney

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

PUBLIC COMMENT PERIOD

No public comment.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of September 14, 2015 Regular City Council Meeting

Payroll and Claims Packet Dated September 28, 2015

Claim Check Nos. EFT 08/2015 and #36117 through #36147 totaling \$52,014.90

Voided Check #36072

Payroll and Claims Packet Dated October 12, 2015

Claim Check Nos. #36154 through #36204 totaling \$641,165.17

Payroll Checks #36148 through 36153 totaling \$110,570.05

Set Public Hearing on Revenue Sources including possible increase in property tax October 26<sup>th</sup>

Set Public Hearing on Preliminary Budget November 9<sup>th</sup>

Set Public Hearing on Final Budget November 23<sup>rd</sup>

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

INTERLOCAL AGREEMENT FOR EQUIPMENT SHARING BETWEEN CITY AND CASHMERE SCHOOL DISTRICT

The parties have historically made their equipment and personnel available to one another. The proposed Interlocal Agreement memorializes this historic conduct and provides for liability insurance and indemnification to protect both parties.

MOVED by Councilor Erickson and seconded by Councilor Fletcher to approve and authorize the Mayor to sign the Interlocal Agreement for Equipment Sharing between City and Cashmere School District. Motion carried.

PROSECUTION SERVICE AGREEMENT FOR 2016

The fee for prosecution services is computed at the rate of \$210 per case. With a total of 41 cases the annual amount for 2016 is \$8,610, which is a decrease from 2015.

MOVED by Councilor Fletcher and seconded by councilor Sherman to approve and authorize the Mayor to sign the Prosecution Service Agreement for 2016. Motion carried.

PARKING AREA LEASE AGREEMENT BETWEEN CITY AND BETHLEHEM CONSTRUCTION

Bethlehem Construction desires to lease a portion of city property that is adjacent to Bethlehem's plant operation. The leased property will be used for parking. The monthly lease amount is \$500.00.

MOVED by Councilor Fletcher and seconded by Councilor Moore to approve and authorize the Mayor to sign the Parking Area lease Agreement between City and Bethlehem Construction. Motion carried.

PROGRESS REPORTS

Director Mark Botello reported on the progress of the Aplets Way project, Cascade Place Phase II Development, newly issued building permits and business licenses. Director Botello informed the council of the various issues the city is facing with repairing the city pool. Staff is still working on options and estimated costs.

Mayor Gomes reported that Link Transit wants to put in a Transit Center in Cashmere at the back end of the Aplets Way parking lot. They are also discussing a couple of covered bus stops.

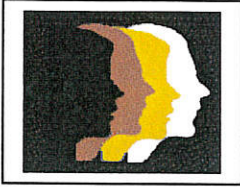
ADJOURNMENT

Mayor Gomes adjourned the meeting at 6:28 p.m.

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

Attest:

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



*Diversity*

**dba Diversified HR Consulting, LLP**  
**PO Box 3528**  
**Wenatchee, WA 98807-3528**  
**509 670-6893 or 509 387-0196**

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## LETTER OF ENGAGEMENT

Thank you for selecting Diversified Human Resources Consulting, LLP to assist your organization.

This letter confirms the agreement with you, City of Cashmere (the client) and Diversity, dba Diversified Human Resources Consulting, LLP (Diversity) for the following services:

The negotiation of a Collective Bargaining Agreement between the City of Cashmere and Teamsters Local Union #760.

Diversity will provide the above listed services to guide the client in achieving the client's objectives; however you understand that Diversity cannot guarantee the client any specific result of the advice or services it may provide. The client agrees to provide us with the necessary information to provide the services agreed upon.

Confidentiality: We agree to keep confidential all information received from the client and the client's advisors pertaining to the client's affairs except as required by law. Diversity, as part of its services, may consult with the client's attorneys regarding the client's affairs. The client agrees to the disclosure of information that Diversity deems appropriate for carrying out the objectives of the agreement and releases Diversity from liability for the exchange of information.

Terms: As consideration for Diversity's services the client will pay same, compensation calculated at an hourly rate of \$105.00 plus appropriate taxes, if any for all consulting and preparation time. Diversity agrees to complete its service in a timely manner and will keep you updated on our progress. Travel time, when appropriate, will be billed at one half (1/2) the hourly rate. Expenses for any necessary and previously agreed upon charges required of Diversity shall be covered by the client. Diversity does not receive additional compensation or benefit from any other entity or individual relating to any client work nor do we pay any referral/finders fees. Diversity shall exercise its best efforts to act in good faith and in the client's best interests.

Diversity shall be held harmless from and will not be responsible for actions or inactions hereunder unless such actions or inactions constitute willful misconduct. This agreement may be terminated by either party by written notice served upon the other party by return receipt U.S. mail.

Payment: The fees and expenses of the services provided by Diversity are due upon completion of the agreed upon services.

Accepted this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

By: Diversity, dba Diversified Human Resources Consulting, LLP



Fred Meiner

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By: Client

Title:

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# Staff Summary

**Date:** October 26, 2015  
**To:** Cashmere City Council  
Mayor Gomes  
**From:** Mark Botello  
**RE:** Selection of vendor for SCADA system using the Small Works/Vendor Roster

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The City of Cashmere utilized the Small Works Roster/Vendor list for the purchase of Water SCADA (Supervisory Control and Data Acquisition) Telemetry System. The project scope includes the following:

- A full service cellular, web-based tank and well control water SCADA System for the following locations:
  - Well #4, Well #10, Water Treatment Plant, Sherman Reservoir and Kennedy Reservoir
- Cost shall include full operational set-up and programming and City staff training.
- A three (3) year service package.
- Quote shall include City of Cashmere sales tax (8.2%) when applicable.
- All labor associated with project shall comply with Washington State Dept. of Labor & Industries prevailing wage requirements.
- Contractor must be on, or apply to be on, the City's Small Works Roster/Vendor list. An application to be placed on the Small Works Roster/Vendor list is included in this Quote Packet.

The lowest quote received was from Correct Equipment out of Redmond Wa for total amount of \$31,597.59.

## What is SCADA:

SCADA systems are used to monitor and control a plant or equipment in industries such as telecommunications, water and waste control, energy, oil and gas refining and transportation. A SCADA system gathers information, such as where a leak on a pipeline has occurred, transfers the information back to a central site, alerting the home station that the leak has occurred, carrying out necessary analysis and control, such as determining if the leak is critical, and displaying the information in a logical and organized fashion. SCADA systems can be relatively simple, such as one that monitors environmental conditions of a small office building, or incredibly complex, such as a system that monitors all the activity in a nuclear power plant or the activity of a municipal water system.

## Recommendation:

Staff recommends approval Correct Equipment for the purchase of SCADA System in the amount of \$31,597.59 **(This is a budgeted item)**

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## City of Cashmere

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

### REQUEST FOR SEALED VENDOR QUOTES:

The City of Cashmere is seeking sealed vendor quotes from qualified contractors for Cashmere's Water SCADA (supervisory control and data acquisition) & Telemetry System and a three (3) year service package.

### CONTACT INFORMATION:

Bruce Germain is the designated contact person for questions related to this request for quotes. He may be reached at Cashmere City Hall, 101 Woodring Street, Cashmere, WA 98815 or by phone 509-782-3513.

### SEALED QUOTE SUBMITTAL:

Sealed quotes must be submitted on or before 2:00 P.M., Thursday, October 15, 2015 to: City of Cashmere, 101 Woodring Street, Cashmere, WA 98815. Late quotes will not be considered. Quotes must be valid for a period of not less than ninety (90) days after the submission deadline. Quotes must represent all costs associated with the product, sales tax, and labor (at prevailing wage). Sealed quotes may be hand delivered or mailed.

Quotes will be opened at Cashmere City Hall at 2:01 pm. on Thursday, October 15, 2015.

### SCOPE OF WORK & PRODUCT:

- A full service cellular, web-based tank and well control water SCADA System for the following locations:
  - Well #4, Well #10, Water Treatment Plant, Sherman Reservoir and Kennedy Reservoir
- Cost shall include full operational set-up and programming and City staff training.
- A three (3) year service package.
- Quote shall include City of Cashmere sales tax (8.2%) when applicable.
- All labor associated with project shall comply with Washington State Dept. of Labor & Industries prevailing wage requirements.
- Contractor must be on, or apply to be on, the City's Small Works Roster/Vendor list. An application to be placed on the Small Works Roster/Vendor list is included in this Quote Packet.

### PREVAILING WAGE:

Prevailing wage requirements apply to this project. Please contact Washington State Department of Labor and Industries for requirements. The following information will be required by the City:

The City of Cashmere reserves the right to reject all quotes if project exceeds budget amount.

Amount (Including tax) \$ 31,597.99

Company Name Comet Equipment

Authorized Representative (print) Crystal Hudson

Authorized Signature [Signature]

Dated this 10 day of October, 2015.



# City of Cashmere

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

## Small Works Roster/ Vendor List Application

<b>General Business Information:</b>					Date	
Name of Business, Organization, or Name of Person: <i>Correct Equipment</i>						
Mailing Address for Payments: <i>14576 NE 95th St</i>						
City: <i>Redmond</i>		State: <i>WA</i>	Zip Code: <i>98057</i>		E-Mail Address: <i>crystalh@correctequipment.com</i>	
Telephone No.: <i>425-869-1233</i>		Fax No.: <i>425-869-1033</i>		Toll Free No.: <i>877-371-4555</i>		
President/General Manager: <i>Howard Taub</i>		Service Manager: <i>Tracy Williams</i>		Sales Manager: <i>Crystal Hudson</i>		
<b>Type of Organization (check one):</b>						
Individual <input type="checkbox"/>	Sole Proprietor <input type="checkbox"/>	Partnership <input type="checkbox"/>	Corporation <input checked="" type="checkbox"/>	Governmental Agency <input type="checkbox"/>	Other <input type="checkbox"/>	
<b>SIGN HERE →</b>	Signature of U.S. Person <i>[Signature]</i>					Date <i>10-12-15</i>

<b>Ownership Status (check all that apply):</b>			<b>Racial/Ethnic Status (check one):</b>		
<input type="checkbox"/>	MBE (Minority-Owned Business Enterprise)		<input checked="" type="checkbox"/>	Caucasian (1)	
<input type="checkbox"/>	WBE (Women-Owned Business Enterprise)		<input type="checkbox"/>	African American (2)	
<input type="checkbox"/>	MWBE (Minority/Women-Owned Business Enterprise)		<input type="checkbox"/>	Native American (3)	
<input type="checkbox"/>	CBE (Combination Business Enterprise)		<input type="checkbox"/>	Hispanic American (4)	
<input checked="" type="checkbox"/>	Small Business		<input type="checkbox"/>	Asian/Pacific American	
Washington State WMBE Certification No.:			<input type="checkbox"/>	Hasidic Jews (6)	

<b>Small Works Roster Categories (check as many as are applicable):</b>					
<input type="checkbox"/> General Contractor	If you are a General Contractor, check only those specialty areas below that your firm performs regularly with your own workers, and for which you would submit a bid.				
<input type="checkbox"/> Abatement of Hazardous Materials	<input type="checkbox"/> Fencing	<input type="checkbox"/> Painting / Wall Covering			
<input type="checkbox"/> Asphalt Paving & Striping	<input type="checkbox"/> HVAC	<input type="checkbox"/> Plumbing			
<input type="checkbox"/> Concrete	<input type="checkbox"/> Landscaping & Irrigation	<input type="checkbox"/> Roofing			
<input type="checkbox"/> Electrical	<input type="checkbox"/> Masonry				
<input type="checkbox"/> Excavation/Grading	<input type="checkbox"/> Surveying				
<input type="checkbox"/> Tree Removal/Trimming Service		<input type="checkbox"/> Other <i>10-12-15</i>			

Return this form to:	<b>City of Cashmere</b> 101 Woodring Street, Cashmere, WA. 98815 509/ 782-3513 or Fax: 509/ 782-2840
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14576 NE 95th St  
 Redmond, WA 98052  
 877-371-4555

Quote

Date	Quote #
10/5/2015	2346

Name / Address
City of Cashmere 101 Woodring St Cashmere, WA 98815

Job Name		Terms	Rep	Project
Mission		NET 30 Days	HT	
Item	Description	Qty	Cost	Total
Mission	Well #4 (Digital inputs) Well 4 Running Chlorine leak detector 6 available digital inputs (Analog inputs) 2 available mA signals (flow meter, pressure, analyzer ...) (Relays) Well 4 Call to run (On/Off) 2 available relay outputs Part# M110 RTU – Wireless Real-Time Alarm System – NEMA 1 Enclosure (Indoor wall mounting enclosure; Not weatherproof; Includes all parts for standard installation)	1	1,195.00	1,195.00T
Mission	Part# 480 Relay - Solid State (Single Pole Single Throw, N/O Only, 5-24 VDC Control, 120 VAC 20 AMP Load)	1	44.25	44.25T
Mission	Well #10 (Digital inputs) Chlorine leak detector Well 4 Running 6 available digital inputs (Analog inputs) 2 available mA signals (flow meter, pressure, analyzer ...) (Relays) Well 10 Call to run (On/Off) 2 available relay outputs Part# M110 RTU – Wireless Real-Time Alarm System – NEMA 1 Enclosure (Indoor wall mounting enclosure; Not weatherproof; Includes all parts for standard installation)	1	1,195.00	1,195.00T
		<b>Total</b>		



14576 NE 95th St  
 Redmond, WA 98052  
 877-371-4555

Quote

Date	Quote #
10/5/2015	2346

Name / Address
City of Cashmere 101 Woodring St Cashmere, WA 98815

Job Name		Terms	Rep	Project
Mission		NET 30 Days	HT	
Item	Description	Qty	Cost	Total
Mission	Part# 480 Relay - Solid State (Single Pole Single Throw, N/O Only, 5-24 VDC Control, 120 VAC 20 AMP Load)  Water Plant (Digital inputs) Pump 1 Running Pump 2 Running Pump 3 Running Chlorine leak detector Sump overflow float Filter overflow Filter low (Analog inputs) Clear Well level Chlorine Analyzer Turbidity pre Turbidity post Pressure Flow meter 1 Flow meter 2 (Relays) Pump 1 Pump 2 Pump 3	1	44.25	44.25T
Mission	Part# M800 RTU – Wireless Real-Time Alarm System with Streaming Data – NEMA 1 Enclosure (Indoor wall mounting enclosure; Not weatherproof; Includes all parts for standard installation)	1	1,995.00	1,995.00T
Mission	Part# 587 Tank and Well Control Package	1	1,250.00	1,250.00T
Mission	Part# 466 Analog Board	1	495.00	495.00T
		<b>Total</b>		



14576 NE 95th St  
 Redmond, WA 98052  
 877-371-4555

Quote

Date	Quote #
10/5/2015	2346

Name / Address
City of Cashmere 101 Woodring St Cashmere, WA 98815

Job Name		Terms	Rep	Project
Mission		NET 30 Days	HT	
Item	Description	Qty	Cost	Total
Mission	Part# 480 Relay - Solid State (Single Pole Single Throw, N/O Only, 5-24 VDC Control, 120 VAC 20 AMP Load)	3	44.25	132.75T
Mission	Red-lion mA to pulse converter	2	250.00	500.00T
Pulsar	Pressure Transducer 0-150	1	280.00	280.00T
	Sherman Reservoir (Digital inputs) Pump 1 Running Pump 2 Running Back feed valve active 5 available inputs (Analog inputs) Pressure Tank level (Relays) Pump 1 Pump 2 1 available relay			
Mission	Part# M800 RTU – Wireless Real-Time Alarm System with Streaming Data – NEMA 1 Enclosure (Indoor wall mounting enclosure; Not weatherproof; Includes all parts for standard installation)	1	1,995.00	1,995.00T
Mission	Part# 587 Tank and Well Control Package	1	1,250.00	1,250.00T
Mission	Part# 480 Relay - Solid State (Single Pole Single Throw, N/O Only, 5-24 VDC Control, 120 VAC 20 AMP Load)	2	44.25	88.50T
Mission	473s Pressure transducer 0-150	1	280.00	280.00T
Pulsar	Pulsar ultra 3, db10, bracket 17011100004-x0p Db10020000000-np Dba0004	1	1,941.00	1,941.00T
		<b>Total</b>		





14576 NE 95th St  
 Redmond, WA 98052  
 877-371-4555

Quote

Date	Quote #
10/5/2015	2346

Name / Address
City of Cashmere 101 Woodring St Cashmere, WA 98815

Job Name		Terms	Rep	Project
Mission		NET 30 Days	HT	
Item	Description	Qty	Cost	Total
Mission	Kennedy Reservoir (Digital inputs) 8 available inputs (Booster pumps in future) (Analog Inputs) Tank level 1 available (Relays) 3 available relays Part# M800 RTU – Wireless Real-Time Alarm System with Streaming Data – NEMA 1 Enclosure (Indoor wall mounting enclosure; Not weatherproof; Includes all parts for standard installation)	1	1,995.00	1,995.00T
Pulsar	Ultra 3 and dB15 17011100004-x0p Db15040200420-np	1	2,555.00	2,555.00T
Mission	Installation			
	5 Days on Site	5	1,000.00	5,000.00T
Mission	Miscellaneous Parts	1	500.00	500.00T
Mission	Part# 550	1	250.00	250.00T
	New Account/Website Setup Cashmere		8.20%	1,884.83
<b>Total</b>				\$24,870.58



14576 NE 95th St  
 Redmond, WA 98052  
 877-371-4555

Quote

Date	Quote #
10/5/2015	2320

Name / Address
City of Cashmere 101 Woodring St Cashmere, WA 98815

Job Name		Terms	Rep	Project
Mission Service - 3 year		NET 30 Days	HT	
Item	Description	Qty	Cost	Total
Mission	Part# 512 Service Package - M110 Series - 3 year	3	885.60	2,656.80T
Mission	Part# 583 Service Package - M800 Series - 3 year	2	1,690.20	3,380.40T
Mission	Part# 581 Service Package - Expansion Board - 1 year (One per expansion board purchased) Cashmere	3	60.00	180.00T
			8.20%	509.81
<b>Total</b>				<b>\$6,727.01</b>



**SETTLEMENT AGREEMENT BETWEEN  
TREE TOP AND CASHMERE INVESTMENTS AND CITY OF CASHMERE**

This Settlement Agreement ("Agreement") is entered into by and between the City of Cashmere, Washington, a Washington municipal corporation ("City"), Tree Top, Inc., a Washington corporation ("Tree Top"), and Cashmere Investments, LLC, a Washington limited liability company ("Cashmere Investments"). The City, Tree Top, and Cashmere Investments may be sometimes individually referred to herein as a "Party" and collectively referred to as the "Parties."

The Parties agree as follows:

1. The real property to which this Agreement applies is legally described in Exhibit "1" to this Agreement (the "Property"). The Property is owned by Cashmere Investments, but was previously owned by Tree Top. Tree Top continues to be identified as the City utility customer for all of the Property. Tree Top currently leases a portion of the Property from Cashmere Investments.
2. A dispute has arisen between the Parties concerning charges for wastewater treatment and the Bulk Volume Fermenter ("BVF"). The purpose of this Agreement is to resolve those issues between the Parties relating to the BVF.
3. As set forth in the Third Supplement to Wastewater Treatment Agreement, "[i]n the event that Tree Top substantially ceases the delivery of wastewater to the BVF, Tree Top shall not be required to pay the operations and maintenance component." Due to the language in the Third Supplement to Wastewater Treatment Agreement and in partial consideration for entry into this Agreement, the City agrees to cease charging Tree Top for all charges related to the operations and maintenance component retroactively back to July of 2014 and in the future. As further consideration for entry into this Agreement, the CITY agrees to write off the amount of \$22,542.01 (plus any related interest or charges associated with this amount), which Tree Top has not paid.

4. A dispute exists between the Parties concerning responsibility for the cleanup and potential dismantling of the BVF formerly used exclusively by Tree Top's operations on the Property. As partial consideration for entry into this Agreement, the City agrees it will be responsible for removing the existing stored solids from the BVF and dismantling the BVF at the completion of payment of all of the Bonds associated with the BVF, which payments are made by Tree Top pursuant to other agreements and commitments of Tree Top involving the City and the BVF. This provision of this Agreement shall not apply if, prior to the time the BVF-related Bonds are paid off, either Tree Top, Cashmere Investments, or a successor in interest on the Property commences use of the BVF. If such use occurs, the individual or entity who decides to use the BVF shall be required by the City to agree to remove all stored solids from the BVF at the completion of the use of the BVF by any such individual or entity. The only way that Tree Top or Cashmere Investments will be required to pay for removal of stored solids from the BVF is if Tree Top or Cashmere Investments is the entity who begins to use the BVF before the BVF-related Bonds have all been paid, or after the Bonds have been paid and before the City has dismantled the BVF. Tree Top and Cashmere Investments hereby consent to the City dismantling of the BVF at any time after the completion of the BVF-related Bond payments by Tree Top.

5. For a period of five (5) years following the Effective Date of this Agreement, Tree Top, Cashmere Investments, and/or a successor owner of the Property, may increase the amount of wastewater discharge currently flowing from the Property to the City wastewater treatment system without being required to pay the first \$200,000 of additional City System Development Charges that would normally be required to be paid pursuant to the calculation of the City System Development Charges based on the Ordinances and Resolutions in effect in the City on the Effective Date of this Agreement. Even though City Ordinances and Resolutions may change in the future, for purposes of this provision of this Agreement, the City Ordinances and Resolutions in effect on the Effective Date of this Agreement that are used to calculate System Development Charges for wastewater shall be used to calculate the first \$200,000 of System Development Charges for wastewater discharge added to the City wastewater treatment system by users on the Property for the five (5) year period following the Effective Date. Any increase in discharge to the City wastewater treatment system from the Property will require Tree Top, Cashmere Investments, and/or a successor owner to pay all monthly wastewater discharge fees in effect at the time of the discharge. This provision of this Agreement only relates to payment of System Development Charges and does not alter or waive any other legal requirements related to new or increased commercial or industrial wastewater discharge coming from the Property to the City wastewater treatment system.

6. Tree Top and Cashmere Investments hereby release the City from any and all claims that Tree Top and/or Cashmere Investments overpaid the City for water or wastewater services to the Property at any time up to and including the Effective Date of this Agreement.

7. The Parties agree that this Agreement does not represent an admission of liability or responsibility of any Party to any other Party and was mutually negotiated to resolve disputes concerning matters related to the Property, utilities and other issues as set forth in this Agreement.

8. The Parties have each been represented by legal counsel of their choosing in this matter and fully understand the terms and conditions of this Agreement.

9. The Effective Date of this Agreement shall be the date of approval of the Agreement by the City Council of the City which shall occur following approval by Tree Top and Cashmere Investments. Once this Agreement has been approved by the City Council of the City, Mayor Jeff Gomes shall sign this Agreement on behalf of the City.

10. This contains the entire agreement of the Parties with respect to the subject matters contained herein.

*[remainder of page intentionally left blank]*

11. This Agreement may be signed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement. Photocopied signatures shall be treated as original signatures for all purposes.

APPROVED by the City Council of the  
City of Cashmere, Washington, at an  
Open Public Meeting on the \_\_\_\_\_  
day of \_\_\_\_\_, 2015.

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

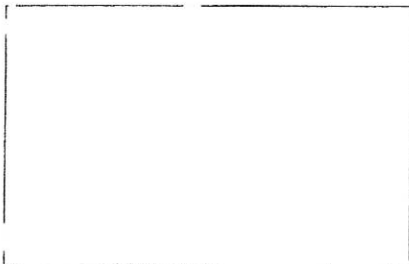
ADDRESS FOR NOTICES:

City of Cashmere  
Attn: Mayor  
101 Woodring Street  
Cashmere, WA 98815

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF CHELAN        )

I certify that I know or have satisfactory evidence that JEFF GOMES is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Cashmere, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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



(Use this space for notarial stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

APPROVED by Tree Top, Inc., a Washington corporation, the 15th day of October, 2015.

By: [Signature] Keith A. Gomes

Its: President and CEO

ADDRESS FOR NOTICES:

Tree Top, Inc.  
Attn: Legal Department  
220 E. Second Ave.  
Selah, WA 98942

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CHELAN )

I certify that I know or have satisfactory evidence that Keith A. Gomes is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as one of the President + CEO of Tree Top, Inc., a Washington corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/15/2015



(Use this space for notarial stamp/seal)

Diana L. Roerber  
Notary Public  
Print Name Diana L. Roerber  
My commission expires 9/9/2017



APPROVED by Cashmere Investments, LLC, a  
Washington limited liability company, the  
15<sup>th</sup> day of OCTOBER, 2015.

By: [Signature]  
Thomas Erickson, an Authorized  
Representative

ADDRESS FOR NOTICES:

Cashmere Investments, LLC  
Attn: 200 TITCHENAL WAY #7  
CASHMERE, WA  
98815

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CHELAN )

I certify that I know or have satisfactory evidence that THOMAS ERICKSON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as an Authorized Representative of Cashmere Investments, LLC, a Washington limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: October 16, 2015



(Use this space for notarial stamp/seal)

[Signature]  
Notary Public  
Print Name Shari Lovos  
My commission expires May 12, 2019

Parcel A

That portion of the South half of the Southeast quarter of the Northeast quarter of Section 4, Township 23 North, Range 19, E.W.M., Chelan County, Washington, lying Easterly of the Wenatchee River and North of the following described line: Beginning at a point on the East line of said Section 4, which point is 330 feet North of the East quarter corner of said Section 4; thence make an angle of 90°20' to the left and run a distance of 1010 feet, more or less, to the Wenatchee River, and the end of said described line, EXCEPT that portion conveyed to the Town of Cashmere by deed recorded under Auditor's No. 475538.

Parcel B

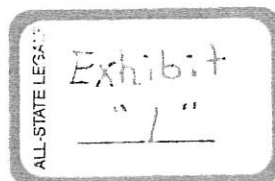
That portion of the Northeast quarter of Section 4, Township 23 North, Range 19, E.W.M., Chelan County, Washington described as follows: Beg'n at a point on the East line of Section 4, North 00°33'45" East 150.00 feet from the East quarter corner; thence continue North 00°33'45" East 180.00 feet; thence turn an angle of 90°20' to the left going North 89°46'15" West 180.00 feet; thence South 44°36'15" East 253.82 feet to the true point of beginning.

Parcel C

That portion of the North half of the Southeast quarter of the Northeast quarter of Section 4, Township 23 North, Range 19, E.W.M., Chelan County, Washington, described as follows: Beginning at a point on the South line of said North half of the Southeast quarter of the Northeast quarter 100 feet West of the Southeast corner of said subdivision; thence East to said Southeast corner; thence North along the East line of said subdivision 100 feet; thence Southwesterly to the point of beginning.

Parcel D

Those portions of the Southwest quarter of the Northwest quarter, the North 230 feet of the Northwest quarter of the Southwest quarter, and the South 250 feet of the North 480 feet of the Southwest quarter of Section 3, Township 23 North, Range 19, E.W.M., Chelan County, Washington, lying West of the right of way of the State of Washington for State Highway No. 2 as decided in deeds recorded in Auditor's Nos 472638, 473319, and 474482, records of Chelan County, EXCEPT that portion of the South 210.75 feet of the North 230.00 feet of the Southwest quarter of said Section, lying West of the following described line: Commencing at the Northwest corner of the South 210.75 feet of the North 230.00 feet of said Southwest quarter; thence North 88°57'10" East (reference bearing) along the North line thereof, 221.00 feet to the point of beginning of said line; thence South 1°14'00" East to the South line of said North 230.00 feet of said subdivision and terminus of said line, AND EXCEPT that portion lying West of the following described line: Commencing at the Northwest corner of the South 250 feet of the North 480 feet of said Southwest quarter; thence North 88°57'10" East (reference bearing) along the North line thereof, 430 feet to the point of beginning of said line; thence South 1°14' East to the South line of said North 480 feet of said subdivision and terminus of said line.



Parcel E

That portion of Lot 1, Martin Subdivision, Chelan County, Washington, according to the plat thereof recorded in Volume 14 of Plats, Pages 28 and 29, described as follows: Commencing at the Southeast corner of the North half of the Southeast quarter of the Northeast quarter of Section 4, Township 23 North, Range 19, E.W.M., thence North 86°41'41" West a distance of 100.00 feet, along the South line of said section subdivision, as depicted on that record of survey, recorded under Auditor's No. 8802010044, to the true point of beginning; thence continuing along said line, North 86°41'41" West 320.03 feet to the Southerly extension of the West line of said Lot 1; thence North 01°24'55" West 40.14 feet along said West line; thence leaving said line South 86°41'41" East on a line parallel to and 40.00 feet Northerly of the said South line of the North half of the Southeast quarter of the Northeast quarter of Section 4, a distance of 361.36 feet; thence South 46°51'21" West a distance of 55.19 feet to the true point of beginning.

Filed for and return to:

Mark Botello  
Director of Planning & Building  
City of Cashmere  
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): CASHMERE INVESTMENTS, L.L.C.**  
**Grantee(s): CITY OF CASHMERE, a Washington municipal corporation**  
**Reference Number(s) of Documents Amended: N/A**  
**Abbreviated Legal Description: Prtns of the SW ¼ of Section 3 and the NE ¼ of Section 4, T 23 N, R 19, E.W.M., Chelan County, Washington**  
**Legal Description: Attached as Exhibit "B"**  
**Assessor's Parcel Number(s): 231903230150**

#### QUIT CLAIM DEED, EASEMENT AND ACCEPTANCE

CASHMERE INVESTMENTS, L.L.C., a Washington limited liability company (hereinafter "Grantor"), hereby quit claims, deeds and conveys any and all interest whatsoever it may have in the water main lines and fire hydrants generally described in Exhibit "A" to this document in whatever specific locations upon Grantor's real property where the same actually are situated, to the CITY OF CASHMERE, a Washington municipal corporation (hereinafter "Grantee").

Grantor is the owner of the real property described in Exhibit "B" upon which the aforementioned water main lines and fire hydrants are situated.

The consideration for this deed and conveyance is the Grantee's agreement to accept the above-described water main lines and fire hydrants "AS IS, WHERE IS, AND IN THEIR RESPECTIVE PRESENT CONDITIONS" as a part of the Grantee's municipal water system.

Grantor's deed and conveyance shall not include a deed and conveyance of any of Grantor's water lines that are located on the Grantee's side of the water meter as depicted in Exhibit "A," which water lines connect to the improvements of Grantor located on Grantor's property or are available for such connection.

Grantor hereby grants to Grantee an easement for repair, maintenance, replacement, and ingress and egress over and across the real property of Grantor located over, across, and under the water main lines and fire hydrants deeded and conveyed to Grantee as set forth above herein and over, across, and under the real property that is located within seven and one-half (7 ½) feet of the actual location of the water main lines and fire hydrants conveyed by Grantor to Grantee as described above herein. The areas where the main lines and fire hydrants are located and the areas within seven and one-half (7 ½) feet of the main lines and fire hydrants shall be hereinafter referred to as the "Easement Area."

Grantor agrees to keep the Easement Area free and clear of all structures and plantings. Grantor may maintain any paved areas located in the Easement Area. Grantor shall not utilize Grantor's property in any manner that interferes with the operation of Grantee's water main lines and fire hydrants located in the Easement Area. Grantor and Grantee acknowledge that the actual location of the water main lines are not specifically known and to the extent the existing water main lines are located beneath buildings or walls, Grantor is not required by any provision in this document to move any such buildings or walls. Grantee accepts the water lines deeded by this document to Grantee in the location where the water lines are actually located and subject to any currently existing buildings, walls, or plantings located above ground and over the existing water main lines.

Grantor may request permission from Grantee to relocate Grantee's water main lines and/or fire hydrants to a different location on Grantor's property or in public right-of-ways. Grantee shall not unreasonably deny such a request by Grantor. Grantor shall make any such changes approved by Grantee at Grantor's expense. Following completion of any such changes, the new Easement Area shall be the areas where the main lines and fire hydrants are located and the areas within seven and one-half (7 ½) feet of the main lines and fire hydrants.

Within 12 months following execution of this document by Grantor and Grantee, Grantee shall at Grantee's expense move the one fire hydrant located in the driveway beyond the gate at the rear of the Grantor's property to a location designated by Grantor that is within 20 feet of the current location of the fire hydrant and is a location that complies with all applicable codes and regulations related to fire hydrants.

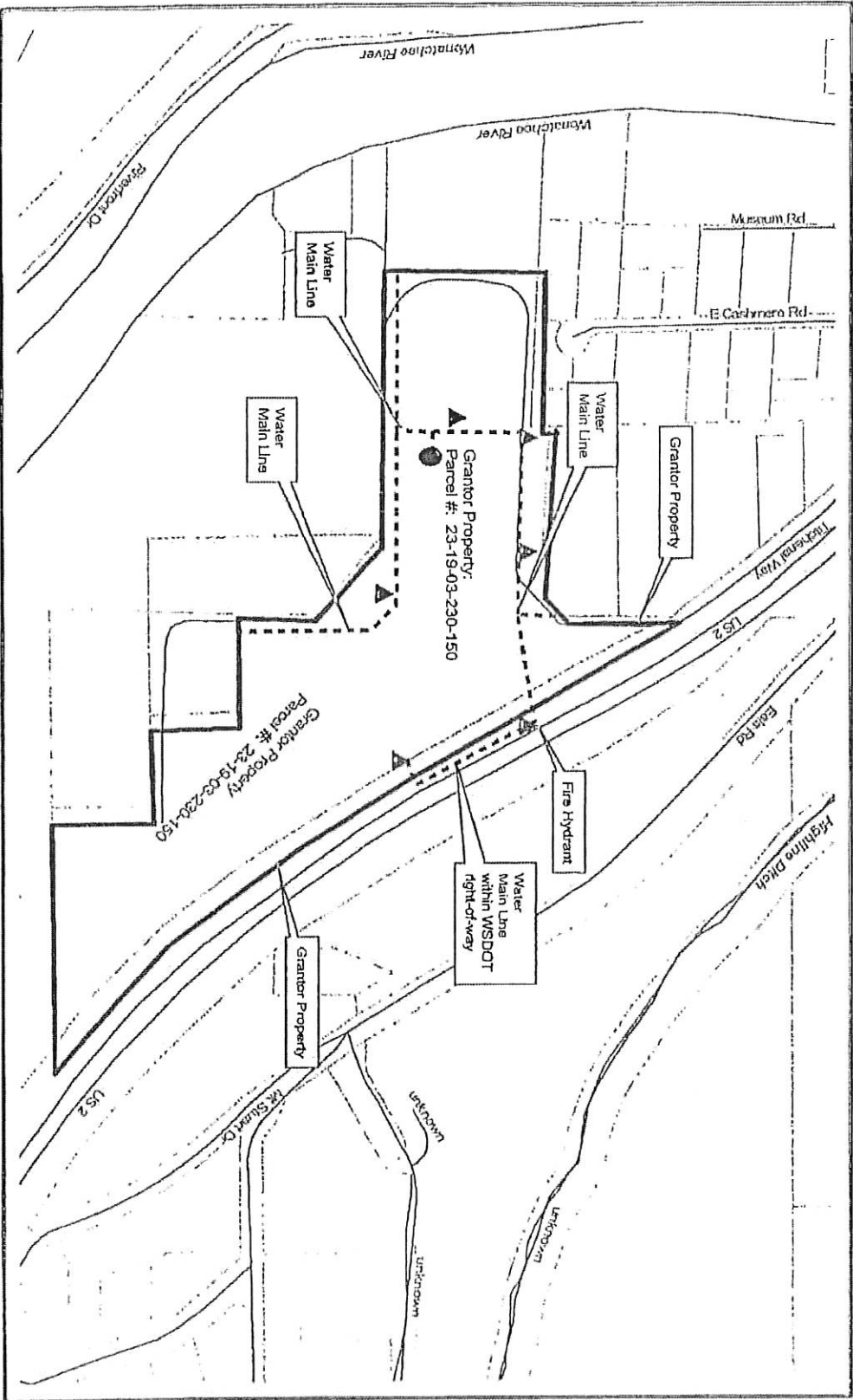
*[remainder of page intentionally left blank]*







EXHIBIT "A"



- Water Main Lines: - - - - -
- Grantor Boundary Lines: \_\_\_\_\_
- Fire Hydrants: ▲
- Water Meter: ●

## EXHIBIT "B"

### Parcel A

That portion of the South half of the Southeast quarter of the Northeast quarter of Section 4, Township 23 North, Range 19, E.W.M., Chelan County, Washington, lying Easterly of the Wenatchee River and North of the following described line: Beginning at a point on the East line of said Section 4, which point is 330 feet North of the East quarter corner of said Section 4; thence make an angle of 90°20' to the left and run a distance of 1010 feet, more or less, to the Wenatchee River, and the end of said described line, EXCEPT that portion conveyed to the Town of Cashmere by deed recorded under Auditor's No. 475538.

### Parcel B

That portion of the Northeast quarter of Section 4, Township 23 North, Range 19, E.W.M., Chelan County, Washington described as follows: Begin at a point on the East line of Section 4, North 00°33'45" East 150.00 feet from the East quarter corner; thence continue North 00°33'45" East 180.00 feet; thence turn an angle of 90°20' to the left going North 89°46'15" West 180.00 feet; thence South 44°36' 15" East 253.82 feet to the true point of beginning.

### Parcel C

That portion of the North half of the Southeast quarter of the Northeast quarter of Section 4, Township 23 North, Range 19, E.W.M., Chelan County, Washington, described as follows: Beginning at a point on the South line of said North half of the Southeast quarter of the Northeast quarter 100 feet West of the Southeast corner of said subdivision; thence East to said Southeast corner; thence North along the East line of said subdivision 100 feet; thence Southwesterly to the point of beginning.

### Parcel D

Those portions of the Southwest quarter of the Northwest quarter, the North 230 feet of the Northwest quarter of the Southwest quarter, and the South 250 feet of the North 480 feet of the Southwest quarter of Section 3, Township 23 North, Range 19, E.W.M., Chelan County, Washington, lying Westerly of the right of way of the State of Washington for State Highway No. 2 as deeded in deeds recorded in Auditor's No's 472639, 473349, and 474482, records of Chelan County, EXCEPT that portion of the South 210.75 feet of the North 230.00 feet of the Southwest quarter of said Section, lying West of the following described line: Commencing at the Northwest corner of the South 210.75 feet of the North 230.00 feet of said Southwest quarter; thence North 88°57'10" East (reference bearing) along the North line thereof, 221.00 feet to the point of beginning of said line; thence South 1°14'00" East to the South line of said North 230.00 feet of said subdivision and terminus of said line, AND EXCEPT that portion lying West of the following described line: Commencing at the Northwest corner of the South 250 feet of the North 480 feet of said Southwest quarter; thence North 88°57'10" East (reference bearing) along the North line thereof, 430 feet to the point of beginning of said line; thence South 1°14' East to the South line of said North 480 feet of said subdivision and terminus of said line.

Parcel E

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