



City of Cashmere

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CASHMERE CITY COUNCIL MEETING
MONDAY, APRIL 9, 2018 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

- Kameon Smith - Introduction of Chelan County Superior Court Judge Bob McSeveney
- Report from legal counsel on 107 Mt. Cashmere Pl. construction site

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of March 26, 2018 Regular Council Meeting
2. Payroll and Claims Packet Dated April 9, 2018

BUSINESS ITEMS

1. Joint Cashmere City Council and Cashmere Planning Commission Meeting
2. Crunch Pak Wastewater Services Agreement

EXECUTIVE SESSION – To Discuss Potential Litigation

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, MARCH 26, 2018 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 Daniel Scott Jim Fletcher Dave Erickson Kameon Smith Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer Mark Botello, Director Chuck Zimmerman, City Attorney	

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

The Mayor reported that the River Street property is not zoned for Jaeger's Towing and it takes 60 to 90 days to change the zoning, which doesn't fit Jaeger's timeline so they are looking elsewhere.

The Mayor reported that the new air conditioner is being installed at the Wastewater Treatment Plant and the concrete storm pipe running under the railroad has been cleaned out and the pipe lining will be installed in about 3 weeks.

The Mayor reported on the meetings he attended, which included RiverCom, Chelan County Sheriff, Icicle Work Group and RH2 Engineering.

Councilor Smith announced she would like to introduce Bob McSeveney at the next Council Meeting. Mr. McSeveney is running for Chelan County Superior Court Judge and he would like to talk about his credentials and experience.

PUBLIC COMMENT PERIOD

Patricia Ommen residing at 4864 Rank Road handed out a letter and pictures regarding her concerns with the new development up Rank Road and Kennedy Road. Ms. Ommen stated that her neighbor below her Nancy Freese was unable to attend tonight and asked that she speak on her behalf also.

Attorney Chuck Zimmerman suggested that the Council direct the Mayor to work with the City Attorney to investigate the facts in this issue and report back to Council. Sorting things out right here at council would be very difficult. The Council consented.

John Baker residing at 5101 Moody Lane stated that he was here in support of Ms. Ommen. Also, he voiced concern with the new development down by the walking trail. On another note, Mr. Baker wanted to thank the City for doing a great job plowing his road.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of March 12, 2018 City Council Meeting
Payroll and Claims Packet Dated March 26, 2018

Claims Direct Pay and Checks #38777 through #38799 totaling \$65,935.11

Manual Check #38776

Joint Cashmere Council and Cashmere Planning Commission Meeting April 9, 2018 at 6:00 p.m.

MOVED by Councilor Erickson and seconded by Councilor Pratt to approve the consent agenda as presented. Motion carried.

CURT SOPER WITH LAND TRUST WILL GIVE AN UPDATE ON THE CASHMERE CANYONS PROJECT

Curt Soper with the Land Trust updated the City Council on the Cashmere Canyons Project. The Cashmere Canyons Preserve is located between Nahahum and Hay Canyons, and is not your typical Land Trust Preserve. The property is not owned by the Land Trust and is not public land. The property is preserved through a conservation easement. The right of public access is held by the Land Trust, but cannot be delivered until a suitable trailhead facility can be built. Public access will be limited to human foot traffic only. The Land Trust anticipates that it will be a very popular trail system. The Land Trust is seeking a letter of support from the City of Cashmere.

MOVED by Councilor Fletcher and seconded by Councilor Erickson to send a letter of support of the Cashmere Canyons Project. Motion carried.

ORDINANCE NO. 1266 ESTABLISHING COMPENSATION TO BE PAID TO THE MAYOR

Mayor Gomes informed the Council that he has no intention of running for another term so basically what the Council would be doing is increasing the salary for the next mayor. The Mayor stated that he has not requested an increase, that Councilor Pratt brought up the increase.

MOVED by Councilor Pratt and seconded by Councilor Smith to set the compensation to be paid to the Mayor at \$1,500 per month. Ordinance No. 1266 establishing compensation to be paid to the Mayor carried with 4 in favor and Councilor Scott voting no.

CASHMERE LEVEE MANAGEMENT PLAN REVIEW

Director of Planning/Building Mark Botello gave a brief history on the levees and discussed the five-year program to remove the trees on the levees. Botello explained that the plan will be reviewed by the County since the City is in the Chelan County Flood Control Zone and it will go through the state agency review before coming back before Council for approval.

Craig Hess from the public commented on the Levee regarding his development down by the walking trail. Mr. Hess stated he is glad there is a plan.

PROGRESS REPORTS

Director Botello reported that the blinking pedestrian light that was hit on S. Division Street has been fixed and paid for by the driver's insurance.

Botello stated that he has gone out to bid for the chip sealing project. He will be looking at the pricing of chip seal versus asphalt.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:10 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer

Filed for and return to:

City of Cashmere
Attn: City Clerk-Treasurer
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, a Washington municipal corporation
Grantee(s): Crunch Pak Real Estate, LLC, a Washington limited liability company;
Reference Number(s) of Documents Replaced: 2399520
Abbreviated Legal Description: T 23N R 19EWM S 04, BLA 2012-041CA, BLA 2003-063CA, NWNW, 3.2800 ACRES, Chelan County, Washington.
Additional legal on Exhibit A (pages 11 – 14).
Assessor's Parcel Number(s): 23-19-04-220-250

**CITY OF CASHMERE/CRUNCH PAK
WASTEWATER SERVICES AGREEMENT
(2018)**

This Wastewater Services Agreement (the "Agreement") is made and entered into by and among the City of Cashmere, a Washington municipal corporation (the "City"); and Crunch Pak Real Estate, LLC, a Washington limited liability company (the "Property Owner"), and Crunch Pak, LLC, a Washington limited liability company (the "Crunch Pak"). The City, the Property Owner, and Crunch Pak are collectively referred to below as the "Parties" and may individually each be referred to as a "Party."

RECITALS

- The City, Crunch Pak, Crunch Pak Real Estate I, LLC and Crunch Pak Real Estate II, LLC entered into a wastewater services agreement in 2014 recorded on April 29, 2014 under Chelan County AFN Number 2399520 (the “2014 Agreement”).
- The Property Owner owns the real property that is the subject of this Agreement, which real property is located at 202 S. Division in the City and is legally described in Exhibit “A” to this Agreement (the “Property”).
- The purpose of this Agreement is to update and replace the provisions in the 2014 Agreement which is terminated as set forth below herein.
- In 2014, the City wastewater treatment plant began accepting Crunch Pak’s industrial wastewater and the City wastewater treatment plant has adequate capacity to treat Crunch Pak’s wastewater as that treatment presently exists in the strengths, loading, quantities, and other characteristics as presently exist through the term of this Agreement.
- This Agreement is meant to comply with the requirement of Section 13.15.090 of the Cashmere Municipal Code (the “CMC”) that each generator of industrial waste (as defined in the CMC) enter into a written agreement with the City that sets forth the generator’s pretreatment obligations, its obligation to pay a proportional capacity share of the City’s wastewater treatment facilities, and penalties for noncompliance. Crunch Pak is a generator of industrial wastewater subject to these provisions.

Now, therefore, in consideration of the mutual benefit of the City, the Property Owner and Crunch Pak, the Parties, agree as follows:

1. Recitals. The Recitals set forth above are made a part of this Agreement as if set forth in full herein.
2. Termination of 2014 Agreement. This Agreement supersedes and replaces in full the 2014 Agreement. The 2014 Agreement shall terminate as of the Effective Date of this Agreement. The City shall execute a formal recordable termination of the 2014 Agreement at the request of Crunch Pak and/or the Property Owner.
3. Wastewater Rates, Services and Responsibilities.

A. The monthly rates charged by the City for handling wastewater from the Property will be the City’s standard schedule of rates and charges applicable to industrial customers within the same class of customers producing industrial waste, based on volume and effluent characteristics (e.g., BOD loading). The applicable current rates and charges

are as set forth in City Resolution 01-2018, which Resolution and the rates therein may be amended by the City from time to time. The Resolution 01-2018 schedule of rates that shall apply to the Crunch Pak wastewater discharge from the Property is as follows:

The monthly minimum or base User Charge shall be the minimum monthly charge and shall include up to 11,000 gallons of water usage as measured by each of the two four inch water meters that serve the Property.

User Charge (for the first 11,000 gallons of water usage per month per meter):

<u>EFFECTIVE</u> <u>1/1/18</u>	<u>EFFECTIVE</u> <u>1/1/19</u>	<u>EFFECTIVE</u> <u>1/1/20</u>	<u>EFFECTIVE</u> <u>1/1/21</u>	<u>EFFECTIVE</u> <u>1/1/22</u>
\$240.33	\$245.14	\$250.04	\$255.04	\$260.14

The monthly User Charge per 1,000 metered gallons over the first 11,000 gallons of water usage per month per meter shall be:

<u>EFFECTIVE</u> <u>1/1/18</u>	<u>EFFECTIVE</u> <u>1/1/19</u>	<u>EFFECTIVE</u> <u>1/1/20</u>	<u>EFFECTIVE</u> <u>1/1/21</u>	<u>EFFECTIVE</u> <u>1/1/22</u>
\$9.42	\$9.61	\$9.81	\$10.00	\$10.20

The Property Owner and Crunch Pak recognize that if operating or capital costs require future changes in generally applicable rates (for example, if the Washington State Department of Ecology (“DOE”) or any other government agency with jurisdiction requires that the City perform substantial improvements to or replacement of the existing wastewater transmission and treatment facilities), the City is entitled to adjust the wastewater rates applicable to the Property so long as the adjusted rates are applicable to other industrial customers and are proportionate to rates applicable to other similar customer groups, based on volumes and effluent characteristics.

City Resolution No. 01-2018, in addition to the above, provides that wastewater usage may be metered with industrial customers. However, because the Property is served with two four inch water meters and those water meters serve both the industrial and domestic/commercial uses located on the Property, the Parties agree that charging for wastewater treatment in the manner set forth above herein and as has been done since the inception of the City’s acceptance of industrial wastewater from Crunch Pak is reasonable and appropriate.

In addition to the above rates, the City shall continue to assess solids handling charges. Treating Crunch Pak’s wastewater increases biosolids production and loading.

The City will continue to charge Crunch Pak for the costs of additional treatment, handling and disposal of biosolids of Crunch Pak. The solids handling charges shall be calculated as set forth in the January 19, 2017 letter from the City Mayor to Crunch Pak's Director of Operations and the calculations enclosed therewith.

B. The City recognizes Crunch Pak's existing level of service as a wastewater customer and the City's obligations under applicable law to serve Crunch Pak at this service level at the Property. No additional system development charges shall be assessed to Crunch Pak for the discharge described herein. The level at which the City shall accept wastewater from the Property is up to a Flow Maximum of 350,000 gallons per day and a Maximum Peak Three Day Average (any 3 consecutive days average) Loading of 3,500 pounds of BOD per day. The Peak Day (24 hour average) loading of wastewater from the Property shall not exceed 4,000 pounds of BOD per day. The wastewater discharged into the City system by Crunch Pak shall not exceed a Concentration Maximum of 6,000 MG per L of BOD at any time. These limits are subject to DOE approval and the operational requirements of the City treatment facilities as described below. These limits shall be referred to herein as the "Base Level Limits." The City and Crunch Pak have monitored these criteria over the past three years and have determined these limits are reasonable.

Crunch Pak has provided some information regarding specific monthly, daily, weekly and hourly variation in flow and loading. It is assumed flow and loading will vary similar to historical conditions. If wastewater from Crunch Pak negatively impacts the City's collection or treatment facilities, the City, in its sole discretion, will determine if the City sewer system has sufficient available capacity to properly convey and treat Crunch Pak's loading and flow at the Base Level Limits. If the City Wastewater Treatment plant does not have sufficient capacity to treat Crunch Pak's industrial wastewater at the Base Level Limits, the City may: (1) require Crunch Pak to reduce the maximum daily volume, the maximum BOD MG per L, and/or the maximum pounds of BOD as set forth in this Agreement; or at Crunch Pak's option (2) require Crunch Pak to provide additional pre-treatment, as a condition of Crunch Pak's continued discharge of industrial wastewater at lower Base Level Limits.

Any penalties imposed by the City on Crunch Pak and/or the Property Owner for violation of the City's wastewater standards shall be imposed consistent with applicable provisions of the Cashmere Municipal Code, as the same exists now or may hereafter be amended (currently at CMC 13.01.030 and CMC 14.13.020).

C. The provisions in Chapter 13.15 CMC, City Ordinance No. 1132, and City Resolution 04-2008 shall apply to this Agreement, except in the case of a conflict in which case the provisions in this Agreement shall apply.

D. Crunch Pak agrees to pay the City the sum of \$3,500 to reimburse the City for a portion of City staff time and legal fees incurred to process this Agreement. Crunch Pak has been reimbursing the City for City consulting engineering fees, and will continue to reimburse the City, or pay the City consulting engineering fees directly, for consulting engineering services provided with respect to processing and implementing this Agreement and any DOE permit review and related consulting fees. Any future fees and charges of the City shall be assessed consistent with existing and future City regulations.

4. Equalization and Treatment Capacity.

Crunch Pak will continue to provide discharge flow equalization to enable uniform loading at the City's Wastewater Treatment Plant. The type and timing of the flow equalization will be determined by the City, in reasonable cooperation and consultation with Crunch Pak, based upon strength and flow characteristics, not only of Crunch Pak's effluent but also based upon strength and flow characteristics of all other incoming flow to the City Wastewater Treatment Plant. Crunch Pak's failure to comply with this requirement may result in the City's immediate suspension, without formal notice to Crunch Pak, of acceptance of industrial discharge from Crunch Pak. Any such suspension may continue, at the option of the City, until the required flow equalization has been implemented by Crunch Pak.

As a condition to continued acceptance of wastewater at the levels provided in this Agreement, Crunch Pak shall continue to provide an automatic dosing system for Quatshield product (or a City-approved equivalent product) in the Crunch Pak equalization tanks in quantities and at times approved in writing by the City. Crunch Pak shall maintain the existing remote monitoring link to the City SCADA system in order to enable the City to monitor the dosing.

5. Effectiveness, Term and Termination of Agreement.

A. This Agreement is effective as of the first day of the month following the day on which it has been executed by all Parties (the "Effective Date"), and shall be effective through December 31, 2028 or until some or all of the provisions of this Agreement may be revised by agreement of the Parties. However, nothing in this Agreement shall preclude Crunch Pak and the Property Owner from reducing or discontinuing its/their operations at the Property. Crunch Pak and the Property Owner may terminate this Agreement by providing written notice to the City that: (a) Crunch Pak and the Property Owner no longer intend to continue operations at the Property, and (b) Crunch Pak and the Property Owner are terminating this Agreement. In that event, this Agreement shall be terminated effective upon the date indicated in the notice of discontinuance of operations and shall have no further force and effect. If the Property Owner or Crunch Pak

discontinues the industrial discharge operations at the Property, the City may thereafter charge for sewer pursuant to the CMC and related City Resolutions.

B. If Crunch Pak materially fails to comply with any of the provisions of this Agreement, the City may terminate this Agreement upon at least 30 days' prior written notice. If Crunch Pak corrects the material non-compliance prior to the 30th day following the date of the written notice, the City may not terminate this Agreement. If, as a result of the negligence, misfeasance or intentional act of Crunch Pak and/or the Property Owner the same material non-compliance occurs again within the 365 days following its correction, the City may again provide a written notice of termination and this Agreement shall terminate on the 30th day following this notice without regard to any corrective actions that may be taken by Crunch Pak. Following termination pursuant to this provision, this Agreement shall be terminated and shall have no further force and effect. That termination shall have no effect with respect to penalties for which Crunch Pak or the City may be responsible for paying to the DOE or any other government agency with jurisdiction, including generally applicable penalties or remedies provided in the CMC.

C. The benefits and burdens of this Agreement shall run with the Property and apply only to the Property and will inure to the benefit of and be binding upon the Parties' successors and assigns.

D. Nothing in this Agreement shall prohibit Crunch Pak and/or the Property Owner from applying to the City for additional industrial wastewater and/or domestic wastewater service connections related to further development of the Property. Additional development of the Property which results in: (1) industrial wastewater discharge to the City in excess of the industrial wastewater discharge permitted pursuant to the terms of this Agreement; or (2) new domestic wastewater discharge connections; shall be subject to all applicable regulations, fees and charges in effect at the time of application for the development permit.

6. Other Crunch Pak Properties.

The Parties recognize that Crunch Pak, the Property Owner and/or other Crunch Pak related entities own and occupy other real property in the City that is served by the City wastewater system. Some of that other real property may have been covered by the 2014 Agreement. To the extent any such other property is excluded from the definition of Property in this Agreement, that other real property shall be charged for wastewater usage at the City rates and charges applicable to commercial properties in the City as of the Effective Date of this Agreement and shall not be considered property that is subject to this Agreement.

7. Entire Agreement.

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter. Any amendment or modification to this Agreement shall be in writing and approved by authorized officers of the City, Crunch Pak, and the Property Owner, or their respective successors or assigns.

[Remainder of page intentionally left blank]

EXHIBIT A

Tax Parcel No. 23-19-04-220-250:

That portion of the West half of the Northwest quarter of Section 4, Township 23 North, Range 19, E.W.M., Chelan County, Washington, described as follows:

Commencing at a monument which is on the centerline of Division Street and is the Northeast corner of the Southwest quarter of the Northwest quarter of said Section 4 and proceeding on an assumed bearing of South along the East line of said subdivision which is the centerline of Division Street, a distance of 24.58 feet; thence turning an angle of 90° and proceeding West a distance of 30.0 feet to a point which is on the West line of Division Street; thence continuing West along the North boundary of the right of way of Primary State Highway No. 2 a distance of 70.05 feet to a point which is the True Point of Beginning; thence continuing West on said course a distance of 54.05 feet; thence North 76°56' West along the Northerly boundary of said highway a distance of 277.18 feet; thence North 11°31' East a distance of 94.24 feet to the Southerly boundary of the Burlington Northern Railway Company's right of way; thence South 78°03' East along the right of way line a distance of 330.15 feet; thence South 11°35'15" West a distance of 88.37 feet to the True Point of Beginning.

TOGETHER WITH a portion of right of way deeded to the City of Cashmere under Auditor's File Number 2188895, being a portion of the Northwest quarter of Section 4, more particularly described as follows:

Commencing at a brass cap monument in case at the intersection of Division Street and Railroad Avenue from which point a brass cap monument in case at the intersection of Division Street and Sunset Highway bears South 01°36'31" East a distance of 92.26 feet; thence South 01°36'31" East along the centerline of Division Street a distance of 24.58 feet; thence South 88°23'29" West a distance of 30.00 feet to the True Point of Beginning; thence continue South 88°23'29" West a distance of 124.19 feet; then South 78°10'23" East a distance of 66.26 feet to a point of curvature; thence northeasterly 58.72 feet along the arc of a circular curve to the left, said curve having a radius of 65.44 feet and a central angle of 51°24'33"; thence leaving said curve North 50°25'04" East a distance of 5.42 feet to the True Point of Beginning and the end of this description.

TOGETHER WITH that portion of the Northwest quarter of the Northwest quarter of Section 4, Township 23 North, Range 19, E.W.M., Chelan County, Washington, described as follows:

Commencing at a monument which is on the centerline of Division Street and is the Northeast corner of the Southwest quarter of the Northwest quarter of said Section 4 and proceeding on an assumed bearing of South along the East line of said subdivision which is the centerline of Division Street for a distance of 25.6 feet; thence turning an angle of 90° and proceeding West a distance of 30.00 feet to a point which is on the West line of Division Street 86.0 feet Southerly from the Southerly boundary of the Great Northern Railroad right of way; thence continuing West along the North boundary of the right of way of Primary State Highway No. 2 a distance of 124.10 feet; thence North 76°56' West along the Northerly boundary of said right of way a distance of 277.18 feet to the True Point of Beginning; thence continuing North 76°56' West along the Northerly boundary of said highway right of way 117.78 feet; thence North 13°25' East for 91.96 feet to the Southerly boundary of the Great Northern Railroad right of way; thence South 78°03' East along said right of way line 114.71 feet; thence South 11°31' West a distance of 94.24 feet to the True Point of Beginning.

TOGETHER WITH part of Government Lot 4, Section 4, Township 23 North, Range 19, E.W.M., Chelan County, Washington, described as follows:

Beginning at the Southeast corner of said lot; thence North along the centerline of Division Street in the Town of Cashmere for 52.2 feet to the Southerly boundary of the Great Northern Railway Company right of way; thence North 76°01'04" West, 526.3 feet; thence South 13°57'56" West, 29 feet to the True Point of Beginning; thence continue on the same course 80.82 feet to the Northerly line of the right of way of Sunset Highway (S.R. No. 2); thence North 75°56'02" West along said right of way, 219.60 feet; thence North 13°57'56" East, 83.50 feet; thence South 76°01'04" East, 134.60 feet; thence South 15°16'56" West, 8.0 feet; thence South 79°22'32" East, 85.33 feet to the True Point of Beginning, ALSO delineated as Parcel "A" on W-I Forest Products Subdivision, Chelan County, Washington, recorded February 9, 1983 in Book SP-1 of Short Plats, Pages 18 and 19.

TOGETHER WITH that portion of Government Lot 4 in Section 4, Township 23 North, Range 19, E.W.M., Chelan County, Washington,

lying Northerly of the North line of Parcel "J" as herein described, and lying Southerly of the South line of Parcel "K" as herein described, and lying Westerly of the West line of Parcel "I" as described herein, and lying Easterly of the Westerly line of Parcel "J" as herein described.

That portion of the Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) Station Ground property at Cashmere, Washington, situated in Government Lot 4, in the Northwest quarter of Section 4, Township 23 North, Range 19, E.W.M., Chelan County, Washington, described as follows, to-wit:

Commencing at the intersection of the West line of 60.0 foot wide Division Street, according to the recorded plat of Cashmere, Washington with said Railway Company's Main Track centerline, as now located and constructed; thence South $01^{\circ}15'01''$ East, along the said West line of Division Street 51.03 feet to the True Point of Beginning; thence continuing South $01^{\circ}15'01''$ East along said West line of Division Street, 81.94 feet; thence North $79^{\circ}32'08''$ West, 717.74 feet; thence North $11^{\circ}43'25''$ East, 78.07 feet to a point being 50.0 feet Southerly, as measured at right angles from said Main Track centerline; thence South $79^{\circ}42'43''$ East, parallel with said Main Track centerline, 699.40 feet to the True Point of Beginning.

TOGETHER WITH that portion of the West half of the Northwest quarter of Section 4, Township 23 North, Range 19 E.W.M., Chelan County Washington, described as follows:

Commencing at a monument which is on the centerline of Division Street and is the Northeast corner of the Southwest quarter of the Northwest quarter of said Section 4, and proceeding on an assumed bearing of South along the East line of said subdivision which is the centerline of Division Street, a distance of 24.58 feet; thence turning and angle of 90° and proceeding West a distance of 30.0 feet to a point which is on the West line of Division Street and the True Point of Beginning; thence continuing West along the North boundary of the right of way of Primary State Highway No. 2 a distance of 70.05 feet; thence North $11^{\circ}35'15''$ East a distance of 88.37 feet to the southerly boundary of the Burlington Railway right of way; thence South $78^{\circ}03'$ East along said right of way a distance of 53.46 feet; thence South along the westerly right of way of Division Street, a distance of 75.50 feet to the True Point of Beginning.

TOGETHER WITH Lot 3, as delineated on City of Cashmere W-I Forest Products Short Plat of Lot B, Chelan County, Washington, recorded

October 6, 1987 in Book SP-5 of Short Plats, Page 16, being a replat of a portion of Lot B as delineated on W-I Forest Products subdivision, Chelan County, Washington, recorded February 9, 1983 in Book SP-1 of Short Plats, Pages 18 and 19, except the northwesterly 100 feet of said Lot 3.
TOGETHER WITH Lot 3, except the southeasterly 84.40 feet thereof, as delineated on City of Cashmere W-I Forest Products Short Plat of Lot B, Chelan County, Washington, recorded October 6, 1987 in Book SP-5 of Short Plats, Page 16, being a replat of a portion of Lot B as delineated on W-I Forest Products subdivision, Chelan County, Washington, recorded February 9, 1983 in Book SP-1 of Short Plats, Pages 18 and 19, except the northwesterly 100 feet of said Lot 3.

Staff Summary

Date: April 9, 2018

To: Cashmere City Council
Mayor Gomes

From: Mark Botello

RE: Joint City Council and Planning Commission Meeting

On behalf of the Planning Commissioners, we look forward to meeting with Council, on Monday, April 9, 2018 at 6:00 p.m. to review the proposed "Planning Work Program" and discuss other items as appropriate.

In 2017 the Commission completed a number of projects, which the Council considered and adopted. The Commissioners final 2017 work schedule included the following:

- Review and update of Cashmere's Title-16 Subdivision Code
- Review and update of Cashmere's Title-17 Zoning Code
- Review Cashmere School Urban Growth Area expansion (No action).

The 2018 proposed Planning Commission program may include the following:

- Review and update of Cashmere's Comprehensive Plan (State required update June 30, 2019)
- Review of Cashmere official Zoning Map (River Street-commercial zoning designation)

Prior to the joint Planning Commission & Cashmere Council meeting please take some time to think of projects you would like the Planning Commissioners and staff to work on for 2018.

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