



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, OCTOBER 24, 2016 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 10, 2016 Regular Council Meeting
2. Payroll and Claims Packet Dated October 24, 2016

BUSINESS ITEMS

1. Public Hearing on Revenue Sources and possible increase in property tax
2. Ordinance No. 1254 providing for the annexation of the Hensley property
3. Amendment No. 1 to Pre-Annexation Interlocal Agreement between City & Port of Chelan County

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 10, 2016 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 Jim Fletcher Dave Erickson Derrick Pratt	Skip Moore Kameon Smith
Staff:	Kay Jones, Clerk-Treasurer Mark Botello, Dir. of Planning/Building	Chuck Zimmerman, City Attorney

FLAG SALUTE

EXCUSED ABSENCE

MOVED by Councilor Fletcher and seconded by Councilor Erickson to excuse the absence of Councilor Moore and Councilor Smith. Motion carried.

ANNOUNCEMENTS & INFORMATION

Director Mark Botello explained the Public Announcement regarding trees on the City's Levies. He will be working with the Army Corp of Engineers and Chelan County to mark trees that may potentially damage the levy and may need to be removed. Public Announcement signs will be posted on the levies.

PUBLIC COMMENT PERIOD

No comments from the public.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of September 26, 2016 Regular Council Meeting

Payroll and Claims Packet Dated October 10, 2016

Claims Check #DOC 3rd Qtr and #1633 and #37323 through 37325 totaling \$644,659.72

Payroll Check #37317 through #37322 totaling \$103,561.89

Manual Checks #37314 through #37316, and #37324

Set Public Hearing for October 24th on Revenue Sources and possible increase in property tax

Set Public Hearing for November 14th on the Preliminary Budget for 2017

Set Public Hearing for November 28th on the Final Budget for 2017

MOVED by Councilor Erickson and seconded by Councilor Pratt to approve the items on the consent agenda. Motion carried.

PUBLIC HEARING ON TANAGER LANE ANNEXATION

Mayor Gomes opened the Public Hearing at 6:06 p.m. to receive public comment on the Tanager Lane Annexation. Director Botello explained that the City received a petition requesting annexation into the incorporated city Limits of Cashmere. There are eight properties involved in the annexation.

With no comments or questions from the public the Mayor closed the Hearing at 6:08 p.m.

PUBLIC HEARING ON HENSLEY ANNEXATION

Mayor Gomes opened the Public Hearing at 6:09 p.m. to receive public comment on the Hensley Annexation. Director Botello explained that the City received a petition requesting annexation into the incorporated city Limits of Cashmere. There is only one property involved in the annexation.

With no comments or questions from the public the Mayor closed the Hearing at 6:10 p.m.

PUBLIC HEARING ON CASHMERE'S COMPREHENSIVE TRANSPORTATION PLAN

Mayor Gomes opened the Public Hearing at 6:11 p.m. to receive public comment on Cashmere's Comprehensive Transportation Plan. Director Botello explained that no action or adoption is needed at this time. The Hearing is a process to inform the public and to receive comments.

Daniel Scott resides at 2 Big Rock Place and his concern is not with Cashmere's Comprehensive Transportation Plan, only that it references DOT's Cashmere Highway Corridor Study. Mr. Scott opposes DOT's options for the Cotlets/Titchenal Way Intersection. All three options may affect his property and adjacent properties.

Mayor closed the Hearing at 6:10 p.m.

ORDINANCE NO. 1253 PROVIDING FOR THE ANNEXATION OF THE TANAGER LANE AREA PROPERTY

MOVED by Councilor Erickson and seconded by Councilor Fletcher to adopt Ordinance no. 1253 providing for the annexation of the Tanager Lane Area property. Motion carried.

ORDINANCE NO. 1254 PROVIDING FOR THE ANNEXATION OF THE HENSLEY PROPERTY

Director Mark Botello presented Ordinance No. 1254 providing annexation of the Hensley property.

RESOLUTION NO. 06-2016 AUTHORIZING THE MAYOR TO SIGN THE 2017 PROSECUTION SERVICES AGREEMENT

Mayor Gomes informed the council that the per case amount has increased from \$210 to \$225 in the 2017 Agreement. The prosecution costs for 2017 will be \$9,000, resulting in an increase of \$390 from the 2016 contract.

MOVED by Councilor Pratt and seconded by Councilor Fletcher to adopt Resolution No. 06-2016 authorizing the mayor to sign the 2017 Prosecution Services Agreement. Motion carried.

EXPLANATION OF MULCHING CENTER CLOSURE TO PUBLIC

Mayor Gomes explained that the revenue received for mulching center tickets and grass pickup service did not cover the costs associated with providing the services. The Mulching Center was

in the Sanitation Fund, therefore the costs to operate the Mulching Center were subsidized with garbage collection revenue that will no longer be available.

The Mayor's recommendation was that the prior council decision to close the Mulching Center to the public and eliminate grass collection service remains in effect.

The consensus of the Council was that the matter can be revisited if there is a cost effective solution for providing the services.

PROGRESS REPORTS

Director Botello reported that Link will be relocating the Mission Street bus stop closer to Aplets Way and adding a shelter.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:48 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

Staff Summary

Date: October 24, 2016

To: Cashmere City Council
Mayor Gomes

From: Mark Botello

RE: **Amendment No. 1 to Pre-Annexation Interlocal Agreement
between City & Port of Chelan County**

Please see attached original Agreement and the First Amendment to City of Cashmere and Port of Chelan County Pre-Annexation Interlocal Agreement related to water. The original Agreement was executed April 2010 and is included for reference.

The primary reasons for the original Agreement was for the Port's contributing improvements to Sunset Highway and for the transfer of water rights and historical use of water associated with the Cashmere Mill Site. The original Agreement applies to Parcel's A-K.

Recently, the Port of Chelan County declared surplus for Parcel's G-K and received a purchase offer for a portion of the Cashmere Mill Site, in which the proposed buyer would like to purchase Parcel's G-K, which are parcels located South of Mill Road. This Amendment No 1 removes Parcel's G-K from the original Agreement, so the Port of Chelan County will retain the water for Parcel's A-K for marketing and future developments.

The potential buyer of Parcel's G-K would have water available by way of building permit issuance process. The City & Port of Chelan County agrees that the water service to the surplus parcels (Parcel's G-K) should be provided based on current City policies and not allocated or commit to a specific number of ERU's.

Staff will go over this in more detail at the Monday Council meeting.

Recommendation:

Staff recommends approval of Amendment No. 1 between the City of Cashmere and Port of Chelan County and authorize Mayor Gomes to sign Amendment No 1 to the original Agreement between the City & Port of Chelan County.

Filed for and return to:

OGDEN MURPHY WALLACE, PLLC
Peter A. Fraley
PO Box 1606
Wenatchee, WA 98807-1606

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): PORT OF CHELAN COUNTY / CITY OF CASHMERE
Grantee(s): PORT OF CHELAN COUNTY / CITY OF CASHMERE
Reference Number(s) of Documents Amended: 2322387
Parcel Numbers Released from Prior Agreement: Parcel G: 231905141200; Parcel H: 231905110150; Parcel I: 231905141250; Parcel J: 231905130200; and Parcel K: 231905924070
Abbreviated Legal Description: Parcels A through F, BLA No. 2011-118CA, Chelan County, WA
Assessor's Parcel Number(s): Parcel A: 231905924005; Parcel B: 231905925010
Parcel C: 231905110500; Parcel D: 231905110550; Parcel E: 231905110600
Parcel F: 231905110650

**FIRST AMENDMENT TO
PORT OF CHELAN / CITY OF CASHMERE
PRE-ANNEXATION INTERLOCAL AGREEMENT RELATED TO WATER**

THIS FIRST AMENDMENT TO PORT OF CHELAN/CITY OF CASHMERE PRE-ANNEXATION INTERLOCAL AGREEMENT RELATED TO WATER ("First Amendment") is entered into by and between the Port of Chelan County (the "Port"), and the City of Cashmere (the "City"), sometimes collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS the City and the Port entered into a Pre-Annexation Interlocal Agreement Related to Water, which was recorded April 27, 2010, at Chelan County Auditor's File No. 2322387 (the "Agreement").

WHEREAS the real property described in the Agreement was annexed into the City in 2010.

WHEREAS the Port has complied with Section 4 of the Agreement regarding the transfer of a water right to the City, which was completed in December 2011 (see Water Right Change Application No. CS4-SWC9658(A)@1).

WHEREAS the City and the Port agreed to significant improvements to Sunset Highway, including replacement of water mains and related water system improvements. The City was the lead in this project and the Port provided significant funding. This project was completed in May of 2012.

WHEREAS the Port has declared certain parcels of the Port property described in the Agreement as surplus to the Port's needs and the Port desires to sell some or all of these parcels. Specifically, the property the Port desires to sell is described as Parcels G, H, I, J, and K of Boundary Line Adjustment No. 2011-118CA recorded June 10, 2011, under Chelan County Auditor's File No. 2344230 (the "Surplus Property"). The Surplus Property is no longer part of the Port's Comprehensive Plan.

WHEREAS the Agreement entered into in 2010 provides that up to 30 equivalent residential units (ERUs) of water will be reserved for development on the property described in the Agreement.

WHEREAS the Agreement also anticipates that the City may provide water in excess of 30 ERUs if water service is determined to be available by the City.

WHEREAS the City and the Port agree that water service to the Surplus Property should be provided based on current City policies and not allocate or commit to a specific number of ERUs applicable to the Surplus Property, or to any particular parcel of property.

WHEREAS the City and the Port desire to amend the Agreement to reflect the passage of time and the change in circumstances since the Agreement was entered in 2010.

WHEREAS the City finds the amendment set forth herein to be in the best interests of the public health, safety and welfare of the City.

NOW, THEREFORE, in consideration of the foregoing, the City and Port agree as follows:

1. The City and Port agree that Section 2 of the Agreement is hereby amended to read as follows:

2. **Port Property.** The Port property that is the subject of this Agreement is that property located in Chelan County, Washington, and legally described as follows (the "Port Property"):

Parcels A through F as set forth in that City of Cashmere Boundary Line Adjustment No. 2011-118CA recorded on June 10, 2011, at Chelan County Auditor's No. 2344230.

2. The City and Port agree that the reservation of ERUs as described in the Agreement shall NOT apply and shall be of no further force or effect with regard to the Surplus Property.

3. The City agrees to hold in reserve the 30 ERUs for future development on the Port Property (subject to the limitations set forth in the Agreement, hereafter the "ERU Reserve"). In the event of future development on the Port Property, the Port and the City, by means of a separate agreement, shall evaluate the water service to be made available at the time of building permit application, which shall correspondingly reduce the ERU Reserve for other development on the Port Property. In the event water use increases or decreases following the issuance of a building permit or building permits on Port Property, either the City or the Port can request that the ERU Reserve be adjusted to reflect said increase or decrease in water use, by means of a separate agreement. In other words, the Port and the City agree to maintain an accounting of the ERU Reserve, over time, for the benefit of development on the Port Property.

4. The Agreement is solely between the Port and the City and shall not create any rights in any other person or entity. The Parties agree that the ERU Reserve shall not be assigned or transferred by the Port without the written consent of the City.

5. Except as modified by this First Amendment, the Parties hereby affirm and ratify all terms and conditions of the Agreement. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms and conditions associated with this First Amendment shall control.

**Approved by the Commissioners
of the Port of Chelan County
at an Open Public Meeting on the
_____ day of _____, 2016.**

**Approved by the City Council
of the City of Cashmere
at an Open Public Meeting on the
_____ day of _____, 2016.**

Commissioner J.C. Baldwin

Jeff Gomes, Mayor

Commissioner Donn Etherington

Attest:

Commissioner Rory Turner

Kay Jones, City Clerk

Filed for and return to:

City of Cashmere
101 Woodring St.
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): PORT OF CHELAN COUNTY / CITY OF CASHMERE
Grantee(s): PORT OF CHELAN COUNTY / CITY OF CASHMERE
Reference Number(s) of Documents Amended: N/A
Abbreviated Legal Description: Certificate of Exemption recorded at Chelan County Auditor's No. 2316246
Assessor's Parcel Number(s): Parcel A: 231905924005; Parcel B: 231905925010
Parcel C: 231905110500; Parcel D: 231905110550; Parcel E: 231905110600
Parcel F: 231905110650; Parcel G: 231905141200; Parcel H: 231905110150
Parcel I: 231905141250; Parcel J: 231905130200; and Parcel K: 231905924070

**PORT OF CHELAN / CITY OF CASHMERE
PRE-ANNEXATION INTERLOCAL AGREEMENT
RELATED TO WATER**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between the Port of Chelan County (the "Port"), and the City of Cashmere (the "City"), sometimes collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, the City and Port have been discussing an interlocal agreement for purposes of making improvements to Sunset Highway, which improvements will include installation of a new City water line adjacent to the Port property described in this Agreement all as more set forth in said interlocal agreement to be negotiated; and

WHEREAS, the Port, together with others, have petitioned the City for annexation, and the Port and City desire to resolve any potential conflicts related to the status of water

service to the Port property that is involved in the annexation, and the terms of this Agreement will accomplish that objective; and

WHEREAS, the terms of this Agreement are deemed to be in the best interests of the public health, safety, and welfare of the City;

NOW, THEREFORE, in consideration of the foregoing, the City and Port agree as follows:

1. **Purpose.** The purpose of this Agreement is to resolve all issues between the Port and the City related to the historical water use on and City water service to the Port property, compliance with City of Cashmere Ordinance No. 1103, and the transfer of water rights by the Port to the City. It being understood by the Parties that certain water-related issues concerning the construction of the new water main line abutting the Port property will be addressed in a separate interlocal agreement currently being negotiated by and between the Port and the City.

2. **Port Property.** The Port property that is the subject of this Agreement and the pending annexation to the City is that property located in Chelan County on Sunset Highway, formerly known as the Cashmere Mill Site property and legally described as follows:

Parcels A through K as set forth in that Certificate of Exemption recorded on December 17, 2009, at Chelan County Auditor's No. 2316246.

3. **City Commitments.**

a. The City's current Comprehensive Water Plan determines annual, average, daily usage by calculating an Equivalent Residential Unit ("ERU"). Each ERU of water in the City is roughly equivalent to 450 gallons per day according to the Comprehensive Water Plan in effect on April 1, 2010 (the 2003 Plan, revised in 2004). The City and Port have resolved that the combination of historical use on the Port property, together with the Port water right to be transferred to the City pursuant to other provisions of this Agreement and the cooperation between the Parties concerning improvements to Sunset Highway, support the dedication of 30 ERUs to the Port property, on the terms and conditions herein, and based on the current Comprehensive Water Plan (i.e., 450 gallons per day, based on an annual average, per ERU. As a result, the City dedicates, initially, 23 ERUs of water to the Port property that is subject to this Agreement. These 23 ERUs reasonably approximate the water transferred to the City by the Port pursuant to this Agreement and historical use of the Port property. In addition to said 23 ERUs, the City dedicates an additional 7 ERUs of water to the Port property provided, however, that said additional 7 ERUs of water must be put to beneficial use on the Port property within twenty (20) years after the date of execution of this Agreement. Any of said 7 ERUs not put to beneficial use on the Port property within twenty (20) years after the date of execution of this Agreement shall no longer be

dedicated to the Port property and shall be available to the City to allocate to other users or potential users. The 23 initial ERUs dedicated to the Port property hereunder shall remain dedicated to the Port property for development purposes and shall not terminate or expire following said twenty (20) year period, whether or not put to beneficial use on the property during such period. It is expressly agreed that as the Port property described in this Agreement is developed that the first 23 ERUs of water allocated to the Port property in this Agreement shall be utilized first and only when said 23 ERUs have been fully put to beneficial use shall the additional 7 ERUs authorized for the twenty (20) year period herein be put to beneficial use on the Port property.

b. It is agreed that any future change to the City's Comprehensive Water Plan or related ordinance that calculates or establishes the quantity of water associated with an ERU, shall not reduce the quantity of water associated with an ERU set forth in this Agreement (i.e., 450 gallons per day based on an annual average, per ERU). The City acknowledges that this Agreement requires the City to set aside for future use, the equivalent of 30 ERUs for use on the Port property subject to the reduction twenty years following the date of execution of this Agreement for any of the 7 water ERUs described above not put to beneficial use on the Port property within twenty (20) years. The number of water ERUs allocated to present and future lots within the Port property shall be determined at the time a building permit is sought. The City shall be responsible for monitoring water usage and compliance following the issuance of the building permit, provided, however, that the Port, at its sole cost, shall install the required metering and/or monitoring equipment consistent with City code at the time of connection or prior to building occupancy.

c. Notwithstanding any contrary provision in this Agreement, the City and Port expressly agree as follows: (i) if, in the future, the City adopts any conservation measures of general application that apply prospectively to the City water utility customers that the Port agrees to comply prospectively with said conservation measures; (ii) if there is a drought or similar "act of God" low water supply situation that requires the City to temporarily ration the available water authority the City is entitled to withdraw for municipal purposes, then the Port will be subject to the rationing on the same pro-rata basis as other customers of the City, and (iii) in the event of a third party challenge to the scope of the City's water rights resulting in a loss of quantity available for delivery through the City's municipal system, or state or federal restrictions or enforcement actions reduce the quantity of water that the City can withdraw for its municipal water system beyond the control of the City, then the Port will be subject to rationing arising from said loss or reduction on the same pro-rata basis as other customers of the City.

4. **Port Commitments.** The Port, at its sole cost, agrees to complete the process to transfer the water right to the City identified in the Port's Change Application currently pending before the Chelan County Water Conservancy Board (said Change Application should result in the transfer of up to 10 acre feet of water to the City). The Port agrees to pay all water system connection charges and water use charges applicable to the Port property in accordance with City code provisions, ordinances, and resolutions in effect at the time of an application to obtain water service to the Port property.

5. **Administration.** The Executive Director of the Port shall administer this Agreement on behalf of the Port and the Planning/Building Director of the City shall administer this Agreement on behalf of the City.

6. **Annexation.** The Port and City agree that additional consideration for this Agreement is the commitment of the Port to annex into the City. In the event the City Council determines the Port property should not be annexed into the City pursuant to the pending annexation application process, this Agreement shall be null and void and the terms of the Agreement unenforceable by or on behalf of either Party against the other.

7. **Effective Date; Binding on Successors.** This Agreement shall become effective upon approval by the legislative bodies of the Port and City, and recording of the executed Agreement with the Chelan County Auditor pursuant to RCW 39.34.040. This Agreement shall be recorded with the Chelan County Auditor and shall run with the land and bind the successors and assigns of the Parties.

8. **Ordinance No. 1103.** The Parties agree the terms of this Agreement satisfy all requirements of City Ordinance No. 1103 with regard to transfer of water rights. Ordinance No. 1103 is based on a concern regarding water availability within the City's water service area. Nothing herein shall preclude the City from supplying water demands to the Port property that are in excess of the 30 ERUs described herein if water is determined to be available at the time a building permit associated with the Port property is sought.

9. **Severability.** In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All other provisions of this Agreement are severable, and the unenforceability or invalidity of any single provision hereof shall not affect the remaining provisions.

10. **Attorneys Fees.** In the event it is necessary for either Party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing Party shall be entitled to compensation for its reasonable attorneys' fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing Party shall be entitled, in addition to other relief, to such reasonable attorneys' fees and costs as determined by the court.

11. **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the Parties with respect thereto. This Agreement may be amended only by an agreement in writing signed by the Parties.

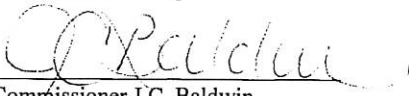
12. **Mutual Negotiations and Construction.** This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

13. **Governing Law; Venue.** This Agreement is governed by the laws of the state of Washington, without regard to its conflict of law provisions. The jurisdiction of any action hereunder shall be in the Superior Court in and for Chelan County, Washington.

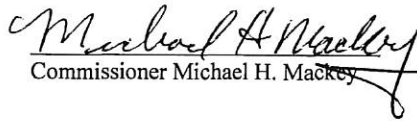
Approved by the Commissioners
of the Port of Chelan County
at an Open Public Meeting on the
15th day of April, 2010.



Commissioner Craig N. Larsen

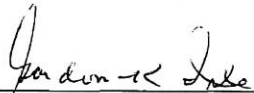


Commissioner J.C. Baldwin



Commissioner Michael H. Mackey

Approved by the City Council
of the City of Cashmere
at an Open Public Meeting on the
15 day of April, 2010.



Gordon Irle, Mayor

Attest:



Kay Jones, City Clerk

Staff Summary

Date: October 24, 2016
To: Cashmere City Council
Mayor Gomes
From: Mark Botello
RE: Ordinance No. 1254 providing for the annexation of the Hensley property

Please see attached ordinance No. 1254 providing for the annexation of the Hensley property, which is located at 5585 Mill Road. This was presented at the last Council meeting, but a procedural sequencing correction is being required by the Chelan County Assessor.

The Ordinance adoption date has to be after the “annexation terminal date certificate” and the “determination of sufficiency of petition for annexation” both of which are dated 10/19/2016.

Ordinance No. 1254 is being presented for adoption, so that the adoption date will be 10/24/2016, which will satisfy the Chelan County Assessor’s requirement.

Recommendation:

Staff recommends approval of Ordinance No. 1254 providing for the annexation of the Hensley property.

ORDINANCE NO. 1254

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN REAL PROPERTY COMMONLY KNOWN AS THE HENSLEY ANNEXATION TO THE CITY PURSUANT TO THE PETITION METHOD, SAID ANNEXATION BEING LEGALLY DESCRIBED AS SET FORTH IN EXHIBIT "A" TO THIS ORDINANCE, AND GENERALLY DEPICTED IN THE SURVEY MAP AS SET FORTH IN EXHIBIT "B" TO THIS ORDINANCE; DESIGNATING THE ZONING OF THE ANNEXATION AREA; APPROVING THE TITLE OF THE ORDINANCE; CONTAINING A SEVERABILITY PROVISION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Petitioners, being the owners as defined in RCW 35A.01.040, of not less than ten percent (10%) in value, according to the assessed valuation of the property for which annexation is petitioned, prior to initiation of the petition, notified the City Council of petitioners' intention to commence annexation proceedings for the area commonly known as the Hensley annexation to the City of Cashmere (City); and

WHEREAS, the City Council met with said initiating owner on Monday, August 22, 2016 and determined by Council action that the City would accept the proposed annexation providing that existing City indebtedness shall be assumed by the area to be annexed and further providing that the City's Comprehensive Plan shall be deemed to apply to the area upon such annexation; and

WHEREAS, a sufficient petition for annexation was subsequently filed with the City Council pursuant to RCW 35A.14.120, signed by the owner of not less than 60 percent in value, according to the assessed valuation for general taxation, of the property for which annexation is petitioned, seeking annexation to the City as legally described in Exhibit "A"; and

WHEREAS, pursuant to RCW 35A.14.130, the City fixed Monday, October 10, 2016, at the hour of 6:00 p.m. as the date and time for a public hearing on said proposed annexation and caused notice of such hearing to be published and posted in accordance with the law, and the hearing having been held on that date and all interested parties appearing at said hearing and desiring to be heard in regard to the proposed annexation having been heard by the Council; now therefore,

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

Section 1. Annexation. The real property commonly known as the Hensley Annexation in Chelan County, Washington described below, contiguous to the City of Cashmere, Washington, and within the City of Cashmere Urban Growth Boundary, is hereby annexed to and incorporated in the city limits of the City of Cashmere, Washington, on the terms and conditions set forth in this ordinance.

The real property annexed by this ordinance is legally described on the attached Exhibit "A" and generally depicted in the survey map on the attached Exhibit "B" incorporated herein by this reference.

Section 2. Zoning. Zoning of the annexation area shall be Mixed Commercial/Light Industrial (C/LI), the zoning depicted for the annexation in the "Map of the Cashmere Zoning Ordinance". The City Clerk/Treasurer is directed to insert this zoning for the annexation area on the "Map of the Cashmere Zoning Ordinance" when this Ordinance becomes effective.

Section 3. Comprehensive Plan. The annexed real property shall be subject to the Comprehensive Land Use Plan adopted heretofore by the City of Cashmere, Washington. The annexed real property is hereby zoned in accordance with the Comprehensive Plan as Mixed Commercial/Light Industrial (C/LI), as set forth in the City of Comprehensive Plan Land Use Designation Map.

Section 4. Taxation. The annexed real property described herein shall be assessed and taxed at the same rate and on the same basis as other properties in the City of Cashmere, Washington to pay for all or any portion of the outstanding indebtedness of the City of Cashmere, approved by the voters, contracted or incurred prior to or existing at the date of annexation.

Section 5. Summary. The title of this Ordinance is hereby approved as a summary of this Ordinance.

Section 6. Publication. The City Clerk/Treasurer is hereby directed to cause a summary of this Ordinance to be published in a newspaper of general circulation in the City and the City's official newspaper. The City Clerk/Treasurer is further directed to file certified copies of this ordinance with the Board of Commissioners for Chelan County, Chelan County Auditor and Chelan County Assessor.

Section 7. Severability. If any section, sentence clause or phrase of this Ordinance shall be held invalid or unconstitutional by court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence clause or phrase of this ordinance.

Section 8. Effective Date. This ordinance shall take effect and be in full force five (5) days after the ordinance or a summary thereof consisting of the title is published.

Passed by the City Council of the City of Cashmere and approved by the Mayor at a regular open public meeting this 24th day of October, 2016.

CITY OF CASHMERE

By: _____
Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

Approved as to form:

By: _____
Charles D. Zimmerman, City Attorney

Passed by the City Council: 10/24/2016
Published in the Cashmere Valley Record: 11/2/2016
Effective date: 11/7/2016
Ordinance No: 1254

Exhibit "A"

A parcel of land being a portion of the Northeast quarter of Section 5, Township 23 North, Range 19 East of the Willamette Meridian, Chelan County, Washington, described as follows:

Commencing at the North 1/4 corner Section 5, a 3" brass cap on 1" iron pipe from which the C-N 1/16 corner section 5 a 5/8" steel rod in monument case bears S 02°32'35" E a distance of 1380.66 feet; thence S 48°13'43" E a distance of 1112.97 feet more or less to a found 5/8" rebar shown on that Record of Survey recorded Book 19 at Page 92, thence S 81°14'46" W a distance of 189.39 feet more or less to an angle point corner said survey; thence S 06°12'23" E a distance of 78.55 feet more or less to an angle point corner said survey; thence N 83°54'27" E a distance of 234.74 feet more or less to the westerly right of way Mill Road; thence northerly along the westerly right of way Mill Road a distance of 98.62 feet more or less to the point of beginning.

Area = 0.41 acres



Exhibit "B"

