



## City of Cashmere

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

CASHMERE CITY COUNCIL MEETING  
MONDAY, FEBRUARY 24, 2020 6:00 P.M., CITY HALL

### **AGENDA**

#### CALL TO ORDER

#### FLAG SALUTE

#### EXCUSED ABSENCE

#### ANNOUNCEMENTS & INFORMATION

- January Financial Report is on the website

#### PUBLIC COMMENT PERIOD - For Items Not on the Agenda

#### APPROVAL OF AGENDA

#### CONSENT AGENDA

1. Minutes of February 10, 2020 Regular Council Meeting
2. Payroll and Claims Packet Dated February 24, 2020

#### BUSINESS ITEMS

1. Joint City Council and Planning Commission Meeting
2. Ordinance No. 1288 Amending the Comprehensive Land Use Plan concerning multi-family residential use of properties within the City Commercial Zoning District
3. Ordinance No. 1289 Amending Title 17 to enable primary use multi-family residential development in the non-core areas of the Downtown Business District
4. Selection of contractor for the Wastewater Treatment Plant HVAC Small Works Project
5. Selection of contractor for the Perry Streetlight Small Works Project
6. Professional Planning Services Agreement with Pertee Inc.

#### 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 FEBRUARY 10, 2020 AT CASHMERE CITY HALL

OPENING

Mayor Jim Fletcher opened the regular City Council meeting at 6:00 p.m. at City Hall. City Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jim Fletcher	
Council:	Daniel Scott Chris Carlson Dave Erickson Jayne Stephenson Derrick Pratt	
Staff:	Kay Jones, City Clerk-Treasurer Steve Croci, Director of Operations	Chuck Zimmerman, City Attorney

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Councilor Stephenson informed the Mayor and Council that she would be out of town and would not be at the February 24, 2020 council meeting.

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

Cashmere Food Bank Board Member Ken Goedde informed the City Council that they have received a \$9800 grant for office equipment. They are looking for temporary office space and inquired as to whether the City may have something available.

The Food Bank Board Members will be making a presentation at a future meeting on plans for the new Cashmere Food Bank building.

APPROVAL OF AGENDA

MOVED by Councilor Scott and seconded by Councilor Pratt to approve the agenda as submitted. Motion carried 5-0.

CONSENT AGENDA

Minutes of January 27, 2020 Regular Council Meeting  
Payroll and Claims Packet dated February 10, 2020

Claims Direct Pay and Check #40283 through #40307 totaling \$38,700.80  
Payroll Direct Deposit and Check #40281 through #40282 totaling \$116,568.63

MOVED by Councilor Erickson and seconded by Councilor Carlson to approve the items on the consent agenda. Motion carried 5-0.

LEASE AGREEMENT WITH CHELAN COUNTY PUD FOR PROPERTY EAST OF AND ADJACENT TO THE MULCHING CENTER

With the start of the Goodwin Bridge Project, Chelan County PUD will be relocating power poles and

lines. The PUD will be leasing real property located on Hagman Road, east of the City's Mulching Center, for a "Laydown and Construction Staging Area". The term of the Lease Agreement is from February 1, 2020 to November 30, 2020. The PUD will reimburse the City for the legal costs in preparing the lease.

MOVED by Councilor Erickson and seconded by Councilor Pratt to approve Lease Agreement with amending the November 31st date to November 30th. Motion carried 4-0 with Councilor Scott abstaining.

#### 2020 SURPLUS LIST

MOVED by Councilor Carlson and seconded by Councilor Stephenson to approve the 2020 Surplus List. Motion carried 5-0.

#### WORKSHOP FOR LAND USE PLANNING

The City Council discussed items they would like the Planning Commission to add to their 2020 agenda. Some of the items discussed included; ADU's, Air B&B's, Plan Unit Developments, updating the Shoreline Management Plan, look at which direction to push growth for extending utilities, and whether to allow chickens. These items will be discussed and prioritized with the Planning Commission at the next joint meeting.

#### PROGRESS REPORTS

Director Croci informed the council that the roof is going on the reservoir and progress is going well. The Well #10 project will start as soon as the Sherman Reservoir project is completed.

The City has sent out RFQ's for on-call planning and engineering services.

Mayor Fletcher reminded the council that the Community Forum is March 2, 2020 at 6:00 at Riverside Center to discuss and receive citizens input on the redevelopment of the old lagoon property.

The Mayor reported that the following evening, March 3<sup>rd</sup>, will be the first meeting with the Focus Group, to review city owned property. This Focus Group will discuss current and possible future use of city property. The goal is to manage the City's assets, making sure each property is being used in the most efficient way to benefit the community.

#### ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:47 p.m.

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James Fletcher, Mayor

Attest:

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Kay Jones, City Clerk-Treasurer

**ORDINANCE NO. 1288**

**AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, AMENDING THE CITY COMPREHENSIVE LAND USE PLAN; AMENDING CERTAIN PREVISIONS IN THE CITY COMPREHENSIVE PLAN CONCERNING MULTI-FAMILY RESIDENTIAL USE OF PROPERTIES WITHIN THE CITY COMMERCIAL ZONING DISTRICT; AND SETTING AN EFFECTIVE DATE.**

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**WHEREAS**, on October 28, 2019 the City Council adopted City Ordinance no. 1280, imposing a six-month moratorium on the City's filing, acceptance, and/or approval of applications for construction of a new structure, or for the renovation of an existing structure (except for the alteration maintenance, or repair of an existing structure for continued use of the existing structure for its current use), for the residential use of any property located in the DB- Downtown Business Zoning District ("DB Zoning District"); and

**WHEREAS**, the moratorium was imposed because certain owners of DB Zoning District property or potential purchasers of property in the DB Zoning District approached the City with proposals for development of properties that would have resulted in multi-family residential development of properties as a primary use if the applications were permitted to be filed and were processed by the City as desired by the developers; and

**WHEREAS**, the City Planning Commission and City Council have studied this issue and determined that the multi-family residential use of certain properties in the City DB Zoning District should be permitted pursuant to appropriate regulations and consistent with the desires of the City Planning Commission and City Council; and

**WHEREAS**, certain provisions within the City Comprehensive Land Use Plan may arguably be inconsistent with the intent and desires of the City Planning Commission and City Council concerning multi-family use of properties within the DB Zoning District; and

**WHEREAS**, there is a critical need for additional housing in the City and certain properties in the DB Zoning District are not reasonably anticipated to develop for any commercial purpose within the next twenty years and will likely remain undeveloped if the revisions to the City Comprehensive Plan set forth herein are not approved; and

**WHEREAS**, the City Planning Commission and City Council have determined that certain properties within the DB Zoning District should be developed with multi-family uses in an effort to meet the housing needs of the City of Cashmere; and

**WHEREAS**, a review of the current City Comprehensive Plan reveals that certain revisions as set forth in this Ordinance should be made in order to clarify that multi-family uses may be an available option for undeveloped properties within the DB Zoning District; and

**WHEREAS**, the Planning Commission finds that this emergency amendment to the Comprehensive Plan arises from a situation that necessitates the immediate preservation of the public health, safety, and welfare as identified in Cashmere Municipal Code 14.15.010(C) and 14.15.020(C); and

**WHEREAS**, on December 2, 2019, the City Planning Commission held a public hearing concerning the adoption of this Ordinance and following the public hearing recommended the City Council adopt this Ordinance as in the best interest of the public health, safety and welfare of the citizens of the City as a needed boost to assist in the creation of additional housing units in the City and the City Council concurs with the recommendation of the planning commission that the passage of this Ordinance should occur based upon the foregoing recitals; now, therefore,

**THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON DO ORDAIN AS FOLLOWS:**

**Section 1.** The current City Comprehensive Land Use Plan as approved by the passage of City Ordinance No. 1276 is amended as follows with the deleted portions of the Comprehensive Plan shown as “strike through” and the new portion shown in “underline” as set forth below:

Table 8- Current Land Use Designation, Density & Characteristics

Designation	Residential Density	Unique Characteristics
Downtown Business District	Caretakers residence as well as other Residential units that are incorporated into the existing commercial structures, above street grade, and multi-family in limited areas.	<ul style="list-style-type: none"> <li>● Generally characterized by pedestrian friendly features, retail, professional, restaurant, pharmacy, etc.</li> <li>● Fewer off-street parking requirements and require those parking areas to be behind the building in the rear yard areas; need adequate parking for residential use</li> <li>● Existing residences as of a date certain are permitted, although no new stand alone single family or duplex uses. residential uses other than these associated and encompassed within a commercial structure.</li> </ul>

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**COMMERCIAL GOALS & POLICIES**

**Commercial Policy 1.3:**

To reduce operating impacts to businesses, noncommercial uses should be avoided in commercial area. Maintain existing zoning for commercial uses and protect existing developed commercial use properties them from conversion to other uses.

**Commercial Policy 1.6:**

Where existing residential uses occur in designated commercial areas, allow them to continue as a permitted uses. While disallowing new construction of single family and duplex residences as the principal use on a piece of commercial property.

**Commercial Policy 1.7:**

Encourage a pattern of mixed-use development in the Downtown Business District with residential uses as supportive, secondary development to the primary commercial uses in the District. ~~Require residential uses to locate on second stories or above.~~

**Section 2.** Pursuant to Cashmere Municipal Code 14.15.010 (C) and 14.15.020 (C) the City Council finds that the emergency amendment to the City Comprehensive Plan as set forth in this Ordinance arises from a situation that necessitates the immediate preservation of the public health, safety and welfare.

**Section 3.** The City State Environmental Policy Act ("SEPA") Official has issued a Determination of Non-Significance ("DNS") for this non-project action.

**Section 4.** By email to the City of Cashmere dated February 13, 2020, an authorized representative of the Washington State Department of Commerce confirmed that the Department had no concerns with this Ordinance.

**Section 5.** This Ordinance shall take effect and be in full force five (5) days after this Ordinance or a summary thereof consisting of the title is published.

APPROVED:

\_\_\_\_\_  
Mayor Jim Fletcher

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Kay Jones, City Clerk/Treasurer

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

  
\_\_\_\_\_  
Charles D. Zimmerman

FILED WITH THE CITY CLERK  
PASSED BY THE CITY COUNCIL  
PUBLISHED  
EFFECTIVE DATE  
ORDINANCE NO.

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\_\_\_\_\_ 2/19/2020  
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SUMMARY OF ORDINANCE NO. \_\_\_\_\_

Of the City of Cashmere, Washington

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On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, the City Council of the City of Cashmere, Washington, passed Ordinance No. \_\_\_\_\_. A summary of the content of said Ordinance, consisting of the title, provides as follows:

**AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, AMENDING THE CITY COMPREHENSIVE LAND USE PLAN; AMENDING CERTAIN PREVISIONS IN THE CITY COMPREHENSIVE PLAN CONCERNING MULTI-FAMILY RESIDENTIAL USE OF PROPERTIES WITHIN THE CITY COMMERCIAL ZONING DISTRICT; AND SETTING AN EFFECTIVE DATE.**

The full text of this Ordinance will be mailed upon request.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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CITY CLERK, KAY JONES

**ORDINANCE NO. 1289**

**AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON; AMENDING CERTAIN PROVISIONS IN TITLE 17 OF THE CASHMERE MUNICIPAL CODE TO ENABLE PRIMARY USE MULTI-FAMILY RESIDENTIAL DEVELOPMENT IN THE NON-CORE AREAS OF THE DOWNTOWN BUSINESS DISTRICT ZONE; REPEALING AND REPLACING MORATORIUM ORDINANCE NO. 1280; CONTAINING A SEVERABILITY PROVISION; AND SETTING AN EFFECTIVE DATE.**

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**WHEREAS**, on October 28, 2019 the City Council of the City of Cashmere, Washington (“City”) adopted Ordinance No. 1280 imposing a six-month moratorium on the filing, acceptance, and/or approval of applications for construction of a new structure, or for the renovation of an existing structure (except for the alteration, maintenance, or repair of an existing structure for continued use of the existing structure for its current use), for the residential use of any property located in the DB-Downtown Business Zoning District (“DB Zoning District”); and

**WHEREAS**, on November 4, 2019, the City Planning Commission at a public meeting considered and discussed possible amendments to the City Zoning Code as set forth in this Ordinance; and

**WHEREAS**, on November 25, 2019, the City Council adopted City Ordinance No. 1282 adopting multiple findings of fact to justify the continued imposition of the moratorium established by the adoption of City Ordinance No. 1280; and

**WHEREAS**, the City Planning Commission held a duly noticed public hearing on December 2, 2019 to consider possible amendments to the City Comprehensive Plan and the provisions of this Ordinance and recommended adoption of City Ordinance No. 1288 and this Ordinance following the public hearing; and

**WHEREAS**, passage and approval of this Ordinance will enable development of much needed multi-family residential development and assist with alleviation of the City housing shortage and lead to development of parcels that may otherwise remain undeveloped for the foreseeable future; and

**WHEREAS**, the City Council finds that adoption of this Ordinance addresses the issues that led to the establishment of the moratorium set forth in City Ordinance No. 1280; and

**WHEREAS**, the City Council finds that passage of this Ordinance is in the best interest of the public health, safety, and welfare of the citizens of the City; now therefore,

**THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON DO ORDAIN AS FOLLOWS:**

**Section 1.** The asterisk that relates to the District Use Chart permitted use of “Multi-Family Dwelling (Attached or Detached)” that precedes the District Use Chart in Section 17.18.020 of the Cashmere Municipal Code is hereby amended to read as follows:

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\* = Located on upper floors only unless as otherwise permitted in CMC 17.30.050.

**Section 2.** Section 17.30.040 of the Cashmere Municipal Code is hereby amended to read as follows:

All development within this District shall comply with the following performance standards, unless alternative standards for specific uses in specific areas within this District are set forth in CMC 17.30.050, in which case the provisions of CMC 17.30.050 shall apply:

- A. Permitted Multi-Family Dwelling Development. Multi-family dwelling development shall be incorporated in the principal commercial structure and shall be located above street grade. No more than one-half of the non-main street fronting main floor (street grade level) of the principal commercial structure may be used for parking.
- B. Permitted Existing Single-Family Dwelling and Duplex Dwelling Development. Where an existing single-family dwelling or duplex dwelling exists as of the date of adoption of the Ordinance codified in this title, said single-family dwelling or duplex dwelling shall be allowed to expand, remodel, or rebuild, and shall be allowed those accessory uses permitted in the single-family district, provided all such development complies with the standards in CMC 17.20.030 and 17.20.040.
- C. Buffering/Landscaping. When commercial development is occurring adjacent to a residential district, a sight-obscuring fence, or approved alternative methods, shall be installed to screen the commercial activities from the residential area.
- D. Refuse Storage. All outdoor trash, garbage and refuse storage areas shall be screened on all sides from public view and, at a minimum, be enclosed in sight-obscuring wood, concrete or masonry wall or fence.

E. General Storage. Storage of materials and merchandise, other than for display purposes, shall be located outside of required yard areas, and it shall be entirely within an enclosed building.

F. Signs. All signs permitted under this section shall be in accordance with Chapter 17.60 CMC, Signs.

G. Parking. Parking shall be provided in accordance with Chapter 17.54 CMC, Off-Street Parking, and all other applicable provisions of this title and other city of Cashmere codes.

H. Landscaping. Landscaping shall be provided in accordance with Chapter 17.56 CMC, Landscaping Standards.

**Section 3.** A new Section 17.30.050 is hereby added to the Cashmere Municipal Code to read as follows:

**17.30.050 Multi-Family Development – Non-Core Area.**

A. The provisions in this section of the CMC shall apply to those areas in the Non-Core Downtown Business DB-Zoning District Areas. The Non-Core Downtown Business DB-Zoning District Areas are those areas not identified in the description of the Core DB-District Areas. The Core DB-District Areas are as follows:

- **Cottage Avenue** – All property from Aplets Way to Maple Street on both sides of Cottage Avenue to the alley on the North and to the alley on the South.
- **Aplets Way** – All property on the West side of Aplets Way that is within 96 feet of the Aplets Way right of way. All property on the East side of Aplets Way that is within 185 feet of the Aplets Way right of way.
- **Elberta Avenue** – All property from Aplets Way to Woodring Street on both sides of Elberta Avenue to the alley on the North and to the alley on the South.

B. Multi-family Development (3 dwelling units or more) is permitted within the Non-Core areas zoned DB Downtown Business Zoning District as the primary property use.

C. All Non-Core DB Downtown Business Zoning District Property developed primarily for multi-family use shall be developed with a 7-foot front yard setback, 5-foot side yard setbacks, and a 5-foot rear yard setback. Corner lots shall be required to have two front yard setbacks.

D. Off street parking requirements for Non-Core DB-Zoning District property developed primarily for multi-family use shall be as follows:

1. For each studio or one bedroom apartment, one parking space; and
2. For each apartment containing more than a single bedroom, single kitchen, single bathroom, and single living area, two off-street parking spaces.

The parking provisions set forth herein shall supersede and have priority over the application of the parking requirements, regulations, reduction credits and all other provisions of Chapter 17.54 CMC or other CMC provisions relating to parking.

E. Except as otherwise provided in this Section, all other provisions of Chapter 17.30 CMC shall apply to the development of Non-Core DB Downtown Business Zoning District property.

**Section 4.** The City State Environmental Policy Act (“SEPA”) Official has issued a Determination of Non-Significance (“DNS”) for this non-project action.

**Section 5.** By email to the City of Cashmere dated February 13, 2020, an authorized representative of the Washington State Department of Commerce confirmed that the Department had no concerns with this Ordinance.

**Section 6.** The six month moratorium established in City Ordinance No. 1280 is repealed and replaced by this Ordinance as of the effective date of this Ordinance.

**Section 7.** If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a 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.** This Ordinance shall take effect and be in full force five (5) days after this Ordinance or a summary thereof consisting of the title is published.

APPROVED:

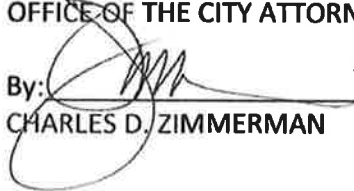
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MAYOR JIM FLETCHER

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, KAY JONES

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

By:   
\_\_\_\_\_  
CHARLES D. ZIMMERMAN

FILED WITH THE CITY CLERK: 2/19/2020  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO. \_\_\_\_\_

SUMMARY OF ORDINANCE NO. \_\_\_\_\_

Of the City of Cashmere, Washington

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On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, the City Council of the City of Cashmere, Washington, passed Ordinance No. \_\_\_\_\_. A summary of the content of said Ordinance, consisting of the title, provides as follows:

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The full text of this Ordinance will be mailed upon request.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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CITY CLERK, KAY JONES

# Staff Summary

**Date:** 02/20/2020  
**To:** City Council  
**From:** Director Steve Croci  
**RE:** Perry Streetlight Small Works Project

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The streetlights on Perry Street have not worked since GFCI breakers were installed during the LED streetlight conversion project. The City hired Schmitt Electric to locate and repair faulty portions of the system. A few thousand dollars were invested to make several repairs; however, the lights were still not working. It was then determined the best long-term solution was to replace the whole wiring system and bring it up to code. On January 23, 2020 using MRSC Rosters, the City sent out a request for bids for the Perry Streetlight Small Works Project to rewire the streetlights. Sealed bids were opened on February 14, 2020 at 2:00 PM. Two bids were received (see below).

<b>Total Bid Amount 2/14/20</b>	<b>Business Name</b>
\$66,705.30	Henden Electric
\$59,146.25	Midland Electric

Due to the high bids the City suggests rejecting all bids and continuing the locate and repair method on Perry Street as needed. The City is budgeting \$10,000 to repair streetlights on Perry Street.

**Staff Recommendation:**  
MOVE to reject all bids.



# Staff Summary

**Date:** 02/20/2020  
**To:** City Council  
**From:** Director Steve Croci  
**RE:** Wastewater Plant HVAC (A/C) Project

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The existing air conditioning (A/C) units in the Headworks and Solids Processing Buildings at the Wastewater Treatment Plant are unable to cool the room adequately and the electronic components which operate the plant become overheated and fail. On January 23, 2020 using MRSC Rosters, the City sent out a request for bids for the Wastewater Plant HVAC Small Works Project to replace the A/C units. Sealed bids were opened on February 14, 2020 at 2:00 PM. Two bids were received (see below).

<b>Total Bid Amount 2/14/20</b>	<b>Business Name</b>
\$19,575.23	The Salcido Connection, Inc.
\$16,510.34	Wells & Wade Mechanical

**Staff Recommendation:**

MOVE to select Wells and Wade and authorize Mayor to sign documents.

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**PROFESSIONAL PLANNING SERVICES AGREEMENT  
GENERAL SERVICES**

THIS AGREEMENT is entered into this date between the CITY OF CASHMERE ("CITY"), a Washington municipal corporation, and PERTEET INC., ("PLANNER"), a Washington corporation, located in Wenatchee, Washington.

In consideration of the mutual covenants and agreements contained herein, the CITY and PLANNER mutually agree to the following terms and conditions:

1. **RETENTION OF PLANNER.** The CITY retains the PLANNER to perform, from time to time, such professional planning services required, ordered or authorized by the CITY. The CITY and the PLANNER may identify specific projects for which a separate written agreement may be executed between the CITY and the PLANNER providing for a more detailed description of services to be provided by the PLANNER. In such cases, the terms of the specific agreement between the PLANNER and the CITY shall control; however, the terms of this Agreement, when not inconsistent with the terms of any such specific project Agreement, shall supplement the terms of the specific project Agreement. The PLANNER agrees to perform, its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). All work shall be done under the direction of the CITY Mayor or his or her designee. Nothing in this Agreement is intended to create an exclusive relationship between CITY and PLANNER. CITY may from time to time contract with others for planning services and any such contracts shall not be deemed to be in conflict with or to terminate this Agreement.
2. **TERM OF AGREEMENT.** The term of this Agreement shall be from the date of signing of this Agreement by the CITY, until terminated by either party pursuant to other provisions of this Agreement.
3. **INDEPENDENT CONTRACTOR.** The PLANNER and the CITY agree that the PLANNER is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither PLANNER nor any employee of PLANNER shall be entitled to any benefits afforded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the State Industrial Insurance program, or otherwise assuming the duties of an employer with respect to the PLANNER, or any employees of PLANNER.

4. PLANNING SERVICES. The PLANNER shall provide technical assistance and training on planning services as authorized by the CITY which may include but are not limited to the following:

4.1 Attend CITY Council meetings or staff meetings as requested by the CITY.

4.2 Review and analyze information to determine compliance with City codes for land use and building development, which may include:

- Reviewing applications and plans for permit requirements and compliance with existing city environmental and land use codes.
- Interpreting codes relative to possible violations of zoning code.
- Compliance with applicable State regulations.

4.3 Make on-site field investigations.

4.4 Prepare project budgets for the proposed work that sets forth the estimated costs and the estimated time for completion.

4.5 Provide assistance to the CITY as expert witness in litigation, if required.

4.6 Provide such other planning services as may be requested by the CITY:

- Writing grant applications and assisting with grant management.

4.7 Assisting the City on planning and legislative issues, which may include:

- Preparing staff reports for Planning Commission, City Council and/or Hearing Examiner.
- Conducting studies; compiling data; preparing written and oral reports for the legislative and appointed review bodies related to land use planning, legislative amendments and the various permits processed by the City.
- Developing, assisting and/or providing guidance on Comprehensive Plan, Shorelines Management Plan and other plans and programs.
- Developing, assisting and/or providing guidance on State Environmental Policy Act, Hydraulic Permit Approval and other environmental permit activities.

4.8 Using and instruct City staff on Geographic Information System (GIS) to capture, store, manipulate, analyze, manage, and present spatial or geographic data.

The PLANNER agrees to perform work in accordance with the Standard of Care.

5. PROJECT LEAD PERSON. The PLANNER will assign an appropriate employee of PLANNER as the project lead person (PLP) to follow through on each specific project assigned by the CITY and shall endeavor to continue to use the same PLP on a project unless in the case of an emergency a change in the PLP becomes necessary. The PLP shall serve as the project coordinator for the specific project and the CITY and PLANNER shall communicate through the PLP assigned to the specific project.

6. CITY'S RESPONSIBILITIES. The CITY's responsibilities under this Agreement will include the following:

6.1 Provide to the PLANNER all criteria, design and construction standards and all information within the CITY's control as to the CITY's requirements for a project;

6.2 Make reasonable effort to gain full and free access for the PLANNER to enter upon all property required for the performance of the PLANNER's services under this Agreement and to which the PLANNER advises the CITY that the PLANNER needs access; provided that the CITY shall not be required to use its condemnation powers or to pay a property owner to gain such access;

6.3 Give verbal notice to be followed by written notice to the PLANNER whenever the CITY observes or becomes aware of any defect or deficiency in a project or other event which may substantially affect the PLANNER's performance under this Agreement; and

6.4 Compensate, as provided by this Agreement, the PLANNER for services rendered under this Agreement.

7. PLANNER FEES. PLANNER shall provide professional services for which the CITY shall compensate the PLANNER according to the hourly rates for the employees performing the services. The hourly rates for the individuals performing the services for PLANNER are set forth on Exhibit "A", attached hereto and made a part herein as if set forth in full. In the event new employees are added by PLANNER or hourly rates of employees are proposed to be changed by PLANNER, PLANNER shall provide the CITY with a revised Exhibit "A", including the new employees' service rate and/or the proposed rate changes. Any such modification to Exhibit "A" must be agreed to in writing by the CITY Mayor before the modification becomes effective. Certain reimbursable costs and the rates of reimbursement for those costs are identified on Exhibit "A." Reimbursable costs shall only include the actual amount of bills for materials and services provided specifically for CITY projects by third parties. PLANNER shall endeavor to direct all costs of this nature to the CITY for direct payment by the CITY, when such costs exceed \$300.

Reimbursable costs shall not include charges for computer time, for computer assisted drafting or other computer system information services, or for travel expenses of staff of PLANNER to travel to the CITY to provide services for the CITY. Mileage expense of the PLANNER, when reimbursable, shall be reimbursed at the current IRS deductible rate.

8. BILLINGS AND PAYMENTS. The billings for the PLANNER's services shall identify at a minimum the following:

8.1 The project for which the services are provided;

8.2 The date on which the services are provided;

8.3 The individual performing the services;

- 8.4 The hourly rate of the individual performing the services;
- 8.5 The time expended to perform the services; and
- 8.6 A brief description of the services provided.

PLANNER shall bill the CITY monthly for services provided by the PLANNER for the previous month. The CITY shall pay PLANNER's bills or notify PLANNER that a dispute exists concerning PLANNER's bill within forty-five (45) days of receipt of the PLANNER's bill.

In the event the CITY notifies the PLANNER that a dispute exists concerning the bill, the CITY and PLANNER will meet in an effort to resolve the dispute. If the CITY and PLANNER are unable to resolve the dispute to both parties' satisfaction, then the PLANNER must file suit to resolve the dispute concerning the bill in accordance with the other provisions of this Agreement. Any suit filed for purposes of resolving a dispute concerning a disputed bill must be filed by the PLANNER within one hundred twenty (120) days of the date the bill is sent to the CITY or the PLANNER's request for payment from the CITY shall be deemed waived.

Interest charges on invoices for PLANNER's services shall be computed at the rate of eight percent (8%) per annum.

9. **INDEMNIFICATION.** The PLANNER agrees to hold harmless, indemnify and defend the CITY, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the PLANNER, or damage to property, arising out of any negligent act, error, or omission of the PLANNER, its officers, agents, subconsultants or employees, in connection with the services provided by PLANNER pursuant to this Agreement, provided however, that:

9.1 The PLANNER'S obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole negligence of the CITY, its officers, agents or employees; and

9.2 The PLANNER'S obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence of the PLANNER and the CITY, or of the PLANNER and a third party other than an officer, agent, subconsultant or employee of the PLANNER, shall apply only to the extent of the negligence of the PLANNER; and

9.3 With respect to the performance of the services required by this Agreement and as to claims against the CITY, its officers, agents and employees, the PLANNER expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agree that the obligation to indemnify, defend and hold harmless provided for herein extends to any claim brought by or on behalf of any employee of the PLANNER and includes any judgment, award or costs thereof, including attorney's fees.

The PLANNER agrees that its obligation and agreement to indemnify, defend, and hold harmless pursuant to this provision, includes the agreement of PLANNER to reimburse the CITY for all of the CITY's costs and reasonable attorney's fees incurred as a result of any action of the CITY to enforce this provision.

**THIS WAIVER IS MUTUALLY NEGOTIATED BY AND BETWEEN THE CITY AND THE PLANNER.**

10. **INSURANCE.** The PLANNER shall secure and maintain in force until three years after the date of termination of this Agreement, comprehensive general liability insurance written on an occurrence basis with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury, \$1,000,000 per occurrence/aggregate for property damage, and \$1,000,000 aggregate and \$1,000,000 per occurrence professional liability insurance. In addition, PLANNER shall have in place, at all times the aforementioned insurance is in place, comprehensive motor vehicle insurance with coverage for personal injury and property damage claims arising out of the use of motor vehicles with combined single limits of \$1,000,000. The comprehensive general liability policy and the comprehensive motor vehicle insurance shall each name the CITY as an additional named insured and all of the insurance policies required shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the CITY. Certificates of coverage as required herein shall be delivered to the CITY within fifteen (15) days following execution of this Agreement.

11. **SEVERABILITY.** If any section, sentence, clause or phrase of this Agreement should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or the constitutionality of any other section, sentence, clause or phrase of this Agreement.

12. **ASSIGNMENT.** The PLANNER shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY.

13. **REPORT OWNERSHIP.** All original reports, plans, and drawings prepared by the PLANNER, as provided under this Agreement, shall become the sole property of the CITY upon final payment to the PLANNER of the PLANNER fees as set forth in this Agreement.

14. **ATTORNEY'S FEES.** Except as otherwise specifically provided in this Agreement, 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, each party shall pay for its own costs and reasonable attorney's fees.

15. **WAIVER OF BREACH.** The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.

16. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in the Chelan County Superior Court.

17. COPYRIGHT. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the PLANNER.

18. AUDITS AND INSPECTIONS. The CITY, the State Auditor, or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of a project and under this Agreement, by whatever legal and reasonable means are deemed appropriate by the CITY and the State Auditor.

19. AGREEMENT TERMINATION. The CITY or PLANNER may terminate this Agreement by giving thirty (30) days' written notice to the other party. In such event, the CITY shall forthwith pay the PLANNER in full for all work previously authorized and performed prior to the effective date of the notice of termination. In the event of termination, the PLANNER agrees to cooperate reasonably with any planning service provider thereafter retained by the CITY (or with CITY employees) in making available information developed as the result of work previously performed by the PLANNER. In the event this General Services Agreement is terminated, but PLANNER continues to provide services on any project, for purposes of said project, the terms of this General Services Agreement shall continue to apply until the project is completed.

20. ACCESS TO RECORDS. The CITY and authorized representatives of the State and Federal Governments shall have access to any books, documents, papers, and records of the PLANNER which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the PLANNER for a period of six years, unless a longer period is required to resolve audit findings or litigation. In such cases, the CITY may request, and the PLANNER shall abide by, such longer period for record retention.

21. INTEREST OF CITY OFFICIALS. No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the terms of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement and the CITY and PLANNER shall take appropriate steps to assure compliance.

22. INTEREST OF PLANNER AND EMPLOYEES. The PLANNER covenants that it and its employees shall not acquire interest, direct or indirect, in any study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services on behalf of the CITY pursuant to this Agreement.

23. REPORTS AND INFORMATION. The PLANNER, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

24. COMPLIANCE WITH LAWS. The PLANNER shall comply with all existing and hereafter enacted applicable laws, ordinances, and codes of the federal, state, and local governments.

25. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the CITY and the PLANNER and supersedes and replaces all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CITY and the PLANNER. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and PLANNER and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CITY and PLANNER and not for the benefit of any other party.

[Remainder of this page left blank intentionally]



26. PHOTOCOPIES. A signed photocopy of this Agreement shall be treated the same as an original for all purposes.

APPROVED by the CITY OF CASHMERE,  
Washington the \_\_\_\_\_ day of February, 2020.


\_\_\_\_\_  
Jim Fletcher, Mayor

Address for Giving Notices:

CITY OF CASHMERE

Attn: Mayor  
101 Woodring St  
Cashmere, WA 98815

APPROVED by PERTEET INC.,  
the 20~~th~~ day of February,  
2020.

  
\_\_\_\_\_  
Daniel J. Hansen  
Principle-in-Charge

Address for Giving Notices:

PERTEET INC.

Attn: Kirk Holmes  
123 Ohme Garden Road Suite 8  
Wenatchee, WA 98801

Exhibit "A"



**PERTEET**  
*Schedule of 2020 Billing Rates*

<u>Engineering, Planning and Environmental Classifications</u>	<u>2020 Hourly Rate</u>
Principal	250.00
Senior Associate	215.00
Senior Engineer/Manager	200.00
Lead Engineer/Manager	170.00
Engineer III	140.00
Engineer II	130.00
Engineer I	110.00
Senior Planner/Manager/Cultural Resources Manager	170.00
Lead Planner/Manager	140.00
Cultural Resources Specialist III	120.00
Cultural Resources Specialist II	115.00
Cultural Resources Specialist I	85.00
Planner III	130.00
Planner II	120.00
Planner I	80.00
Senior Ecologist/Manager	165.00
Lead Ecologist/Manager	150.00
Ecologist III	125.00
Ecologist II	105.00
Ecologist I	85.00
Lead Technician/Designer	130.00
Technician III	110.00
Technician II	85.00
Technician I	75.00
Contract Administrator	105.00
Accountant	100.00
Graphics Specialist	95.00
Clerical	90.00
Emergency Response Rate (immediate response following event)	@ 1.5 times hourly rates
Expert Witness Rates:	
Consulting & Preparation Time	@ standard hourly rates
Court Proceedings & Depositions (4 hour minimum)	@ 1.5 times hourly rates

*Pertee's Hourly Rates are subject to change each year on January 1<sup>st</sup>.*



**PERTEET**  
*Schedule of 2020 Billing Rates*

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Direct Expenses

	<u>Rate</u>
Living & travel expenses outside of service area	Cost plus 10 percent
Authorized Subconsultants	Cost plus 10 percent
Outside Services (printing, traffic counts, etc.)	Cost plus 10 percent
CADD Station	\$10.00 per hour
Project Controls / Primavera	\$10.00 per hour
GIS / Traffic Modeling	\$15.00 per hour
Color Copies	\$.80 each
Mileage	@ current federal rate

Construction Classifications

	<u>2020 Hourly Rate</u>
Construction Supervisor	220.00
Construction Engineering Manager	190.00
Senior Construction Manager	150.00
Construction Manager	125.00
Assistant Construction Manager	125.00
Construction Engineer III	140.00
Construction Engineer II	120.00
Construction Engineer I	110.00
Senior Electrical Construction Observer	175.00
Senior Construction Observer	150.00
Construction Observer III	130.00
Construction Observer II	90.00
Construction Observer I	80.00
Senior Office Engineer	140.00
Senior Construction Technician	125.00
Construction Technician III	115.00
Construction Technician II	95.00
Construction Technician I	85.00

*Pertee's Hourly Rates are subject to change each year on January 1<sup>st</sup>.*