



## 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, AUGUST 9, 2021, 6:00 P.M., CITY HALL

**DUE TO THE COVID-19 PANDEMIC AND THE GOVERNOR'S PROCLAMATION;  
THE PUBLIC CAN ATTEND IN PERSON, CALL-IN OR LOG-IN TO ZOOM TO  
PARTICIPATE IN THE CITY COUNCIL MEETING. PLEASE CALL-IN OR LOGIN 5  
MINUTES PRIOR TO MEETING.**

**To Join the Meeting Go To <https://zoom.us>  
Meeting ID: 882 719 9871 Passcode: 788276  
Audio Only: PH# 1-(253)-215-8782**

### **AGENDA**

CALL TO ORDER

FLAG SALUTE

ROLL CALL

ANNOUNCEMENTS

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of July 26, 2021, Regular Council Meeting
2. Payroll and Claims Packet Dated August 9, 2021
3. Schedule a Public Hearing on August 23, 2021 at 6:00 p.m. for the Six-Year TIP

BUSINESS ITEMS

1. CMC 5.40 Vendors – Legal interpretation of code
2. Ordinance No. 1302 revising Chapter 12.20 adding procedures and requirements for Special use Permits
3. Resolution No. 01-2021 Setting an application fee and annual fee for special use permits
4. Draft Six-Year Transportation Improvement Program – prioritizing projects
5. Task Authorization No. 2 - Scope of Work for updating utilities on GIS
6. Cascade Public Infrastructure Fund Grant Interlocal Agreement

PROGRESS REPORTS

EXECUTIVE SESSION – Collective Bargaining

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 JULY 26, 2021 AT CASHMERE CITY HALL – In Person and Digital

OPENING

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

Due to the COVID-19 pandemic and the Governor’s proclamation; public can attend the council meeting in person, by phone or by digital conference.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jim Fletcher	
Council:	Vacant Chris Carlson Dave Erickson  Derrick Pratt	Jayne Stephenson
Staff:	Kay Jones, Clerk-Treasurer Steve Croci, Director of Operations	Chuck Zimmerman, City Attorney
Public:	Bill Forhan, Cashmere Valley Record – digital John Perry, citizen – digital	

ANNOUNCEMENTS

No announcements.

EXCUSE ABSENCES

MOVED by Councilor Pratt and seconded by Councilor Erickson to excuse the absence of Councilor Stephenson. Motion carried 3-0.

APPROVAL OF AGENDA

MOVED by Councilor Carlson and seconded by Councilor Pratt to approve the agenda as amended, with the addition of Chuck Zimmerman discussing private driveways on undeveloped City rights-of-way. Motion carried 3-0.

CONSENT AGENDA

Minutes of July 12, 2021, Regular Council Meeting  
Payroll and Claims Packet Dated July 26, 2021

Claims Direct Pay and Check #41299 through #41322 totaling \$82,307.04

Manual Check #41294 through #41298 not needing prior approval

MOVED by Councilor Erickson and seconded by Councilor Carlson to approve the items on the Consent Agenda. Motion carried 3-0.

#### CMC 5.40 VENDORS – FARMERS MARKET

The City Council and representatives and supporters of the Farmers Market discussed vendor permits and fees for an hour. The Farmers Market is a non-profit organization, so in following the code they were not charged the \$150 Multi-Vendor permit fee. The vendors at the market however are for profit entities, so they are required to pay the \$10 fee, per event. According to code, an event is 4 consecutive days. The Farmers Market is every Sunday, which equates to the vendors paying \$10 each Sunday.

Brooklyn Holton, representing the Farmers Market, said the language in the code is not clear and she disagrees with the interpretation of \$10 per Sunday. She expressed concern that the vendor fees are not sustainable and if the City will not partner with the Market they will be forced to go elsewhere. Holton stated that the Farmers' Market is a non-profit entity, they provide multiple benefits to the community, and they have a huge amount of support from the public.

Councilor Carlson expressed his support for the Farmers' Market and commented on how difficult it is to quantify all of the benefits that having a local market brings to the community. He suggested interpreting the fee requirement differently. Councilor Pratt suggested the Market seek additional sponsors to cover the costs. Councilor Erickson voiced concern with rushing into a major code change but suggested a comprehensive review of the code and looking at how other communities are supporting Farmers' Markets. Erickson said that the city has to consider all other vendors that use the City parks and be consistent. The Council also needs to keep in mind the issue of gifting of public funds.

MOVED by Councilor Pratt and seconded by Councilor Erickson to table the Farmers Market discussion for legal interpretation of the code. Motion carried 3-0.

#### SELECTION OF CONTRACTOR FOR THE ASPHALT PAVEMENT OVERLAY PROJECT

The City requested bids for an asphalt overlay project on Yakima and Peshastin Streets. The City received three bids, of which Central Washington Asphalt was the low bidder at \$51,984.

MOVED by Councilor Carlson and seconded by Councilor Pratt to approve the selection of Central Washington Asphalt as the contractor for the asphalt pavement overlay project and authorize the Mayor to sign documents. Motion carried 3-0.

#### SELECTION OF CONTRACTOR FOR THE ALLEY CHIP SEAL PROJECT

The City requested bids for a chip seal overlay project on four alleys with each alley being bid separately. The City received bids from two contractors of which A&W paving was the low bidder on three out of the four streets. Staff recommended selecting A&W Paving to chip seal Lincoln and Weeds alleys for a total of \$51,470.

MOVED by Councilor Erickson and seconded by Councilor Carlson to approve the selection of A&W Paving as the contractor for the chip seal on Lincoln and Weeds alleys and authorize the Mayor to sign documents. Motion carried 3-0.

#### SELECTION OF CONTRACTOR FOR THE SAFE ROUTES TO SCHOOL PROJECT

The City requested bids for the construction of the Safe Routes to School project on Pioneer Avenue. The City received two proposals of which JM Pacific Construction, Inc was the apparent low bidder at \$293,449. The bids came in higher than what was anticipated, and the City's portion of the project costs would increase from \$24,204 to \$133,385.

In 2018, the engineers estimate for the Safe Routes to School project was \$184,064, of which the City was awarded \$160,064 SRTS grant funds. Three years later the project has changed, and costs have

increased. The project was a good project from the start and is now an even better project with bulb-outs that create a shorter crossing for pedestrians and provide more of a traffic calming effect.

RH2 Engineer Erik Howe explained that the Council can move forward with the project and pay the additional \$133,385 or if the Council decides not to do the project, the City will have to pay back the funds already spent on design. Howe anticipates working with the contractor to reduce the actual costs.

The City's engineer and staff recommended the Council award the contract to JM Pacific Construction, Inc., and amend the budget to reflect the cost.

MOVED by Councilor Erickson and seconded by Councilor Pratt to approve the selection of JM Pacific as the contractor for the Safe Routes to School project. Motion carried 3-0.

#### PROGRESS REPORTS

Mayor Fletcher announced that the state has issued an Emergency Drought Declaration. The City has a Water Emergency Response Plan, of which a Level #1 water emergency encourages users to voluntarily reduce consumption. The Mayor doesn't anticipate the City will have a shortage of municipal water.

The Mayor received notice that Waste Management will be increasing the garbage rates 4% starting October 1<sup>st</sup>.

Director Croci stated that the Sullivan Street project will be starting August 9<sup>th</sup>.

#### ADJOURNMENT

Mayor Fletcher adjourned the meeting at 7:20 p.m.

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James Fletcher, Mayor

Attest:

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Kay Jones, City Clerk-Treasurer



## City of Cashmere

101 Woodring Street

Cashmere, WA 98815

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### **CITY OF CASHMERE NOTICE OF PUBLIC HEARING TRANSPORTATION IMPROVEMENT PROGRAM**

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Whereas, pursuant to the requirements of Chapter 35.77.010 RCW, the City of Cashmere has prepared and revised a comprehensive transportation improvement program for the ensuing six years, and

Whereas, pursuant further to said law, a public hearing is required on said program, the City Council of the City of Cashmere will hold a public hearing on Monday, August 23, 2021 at 6:00 p.m. at the Cashmere City Hall, 101 Woodring Street. The public is invited to attend and make comment.

Kay Jones  
City Clerk-Treasurer  
CITY OF CASHMERE

Publish once on: Wednesday, August 11, 2021

## Chapter 5.40 VENDORS

Sections:

- 5.40.010 Permit – Required.**
- 5.40.020 Permit – Application.**
- 5.40.030 Designation of business locations.**
- 5.40.040 Limited number of permits – Forfeiture.**
- 5.40.050 Business to be conducted from booth.**
- 5.40.060 Bond required.**
- 5.40.070 Compliance with applicable rules.**
- 5.40.080 *Repealed.***

### **5.40.010 Permit – Required.**

A. Vendors shall be authorized to conduct business on public property of the city provided they have first obtained a permit to do so and otherwise comply with the rules and conditions set by the city of Cashmere and all other applicable statutes and ordinances of the city of Cashmere, county of Chelan and state of Washington, including but not limited to the Chelan County health department and State of Washington Department of Revenue. Nonprofit vendors are required to obtain a permit, but are exempt from paying the permit fees. The permit required by this chapter is separate from and in addition to a business license that may be required under Chapter [5.04](#) CMC.

B. The following permits may be obtained:

1. Quarterly. This permit is effective for three consecutive months from the issue date of the permit.
2. Event. This permit is effective for four consecutive days as designated by the permit.
3. Multiple Vendor Event. This permit is effective for four consecutive days as designated by the permit and is intended for purchase for community events by a sponsoring agency.

C. At the discretion of the public works director, the number of permits allowed may be extended to accommodate community event sponsored vendors. (Ord. 1104 § 1, 2007).

#### **5.40.050 Business to be conducted from booth.**

All business shall be conducted from a booth, which has been approved by the city of Cashmere. The booth shall meet all applicable rules, codes and regulations. The vendor permit shall be prominently displayed at the booth. No signs shall be permitted except affixed to the booth. (Ord. 1104 § 1, 2007).

#### **5.40.060 Bond required.**

The applicant shall hold the city of Cashmere harmless, defend and indemnify the city of Cashmere for all damage or loss and from all liability arising from the acts or failures to act on behalf of the applicant, or applicant's employees, agents or volunteers. The applicant shall have liability insurance in effect during the permit term in the minimum amount of \$1,000,000 naming the city of Cashmere as an additional insured, shall provide the city with a certificate of insurance and shall provide that the insurance company shall not terminate the insurance for any reason without first giving the city of Cashmere 10 days' prior written notice of its intent to terminate the insurance.

A. Event permit applicants with multiple vendors shall be responsible for an insurance certificate covering all participating vendors if the multiple vendor event permit option is chosen. (Ord. 1104 § 1, 2007).

#### **5.40.070 Compliance with applicable rules.**

The permittee shall at all times comply with all applicable ordinances, rules, codes and statutes. (Ord. 1104 § 1, 2007).

#### **5.40.080 Revenues.**

*Repealed by Ord. 1104. (Ord. 1015 § 8, 2002; Ord. 803 § 8, 1993).*

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The Cashmere Municipal Code is current through Ordinance 1299, passed May 24, 2021.

Disclaimer: The city clerk's office has the official version of the Cashmere Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://cityofcashmere.org/>

City Telephone: (509) 782-3513

[Code Publishing Company](#)

**GENERAL LICENSES, PERMITS AND MISCELLANEOUS FEES**

**LICENSE AND PERMIT FEES**

**Business License**

Initial	\$50.00
Renewal	\$30.00
Failure to obtain	\$250.00

**Sign Permit**

One - two signs	\$50.00
Three or more	\$75.00

**Fireworks Permit**

Permit fee	\$50.00
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**Vendor Permit**

Quarterly	\$150.00
Event	\$50.00
Multiple Vendor	\$50.00 plus \$10.00 per vendor

**Special Use Permit**

Permit fee	\$20.00
Electricity fee	\$20.00

**Fire & Life Safety Permit**

Occupancy permit	\$20.00
On-site inspection	\$80.00

**Dog License Fees**

Spayed or Neutered	\$10.00
Unaltered	\$30.00
Late Fee	\$10.00
Senior Citizen (62)/Disabled Discount	50%
Replacement dog tag	No Charge
Registration of Potentially Dangerous Dog	\$75.00
Registration of Dangerous Dog	\$75.00
Guard dog license	\$50.00

**Street Right-of-Way Permit**

<u>PAVEMENT AGE</u>	<u>FIRST 50'</u>	<u>EA. ADD'L 50'</u>
Over 5 Years	\$100.00	\$25.00
3-5 Years	\$200.00	\$50.00
1-2 Years	\$300.00	\$75.00



# Staff Summary

**Date:** August 5, 2021  
**To:** City Council  
**From:** Jim Fletcher, Mayor  
**RE:** Undeveloped City Streets

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1. Ordinance 1302 Special Use Permit for use of unimproved right of ways for driveways.
2. Resolution 01-2021 setting fees for special use permits for use of unimproved city right of way.

## Background:

Original Platts of the City of Cashmere established street right of ways that have not been developed. A portion of Kennedy Road remains undeveloped along with Spring Street that could if constructed connect Kennedy Road to Valley Street.

Zacker Subdivision included lots 1 and 2 (on attached map) that are accessed from the undeveloped Kennedy Road. Considering the steep topography along part of the Kennedy Road extension (Red line on map) and Spring Street (purple line on map) the city does not have existing plans to complete Kennedy Road or Spring Street. Blue line on map is gravel only, city water lines between Sherman Reservoir and Kennedy Reservoir are located under this portion of the road.

Ordinance 1302 would allow the property owners to establish driveways within the City's platted right of way until such time as the City developed the street(s) or declared the right of way a surplus.

At such time as the property owners choose to obtain a special use agreement on Kennedy Road the agreement will require approval by the City Council. Sample attached FYI

## Recommendation

- 1 Motion to approve Ordinance 1302 creating a Special Use Permit for use of unimproved city right of way
- 2 Motion to approve Resolution 01-2021 establishing fees for Special Use Permit for use of unimproved city right of way

**ORDINANCE NO. 1302**

**AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON; ADDING AND AMENDING PROVISIONS WITHIN TITLE 12 OF THE CASHMERE MUNICIPAL CODE; REVISING CHAPTER 12.20 IN ITS ENTIRETY; ADDING A PROCEDURE AND REQUIREMENTS FOR SPECIAL USE PERMITS FOR USE OF UNIMPROVED RIGHT OF WAYS FOR DRIVEWAYS; APPROVING A NEW SECTION 12.16.020 AMENDING PROCEDURES RELATED TO CONSTRUCTION OF DRIVEWAYS ACROSS SIDEWALKS; CONTAINING A SEVERABILITY PROVISION; AND SETTING AN EFFECTIVE DATE.**

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**WHEREAS**, the City does not currently have a procedure for granting special use permits for use of City right-of-ways by citizens developing property within the City; and

**WHEREAS**, developers may request permission from the City to use a portion of an unopen and unimproved right-of-way in the City as a driveway until the City determines development of the right-of-way is appropriate; and

**WHEREAS**, adoption of a special use permit procedure will create a uniform process for the City to use to respond to requests to develop unimproved right-of-ways within the City; and

**WHEREAS**, the City has an existing procedure for construction of driveways across sidewalks in the City which, based on the revisions made to Chapter 12.20 pursuant to this ordinance, has been incorporated in Chapter 12.16 entitled "Sidewalk Use"; and

**WHEREAS**, the City Council has considered the issue of special use permits and finds that adoption of this Ordinance is in the best interest of public health, safety, and welfare of the citizens of the City of Cashmere; now therefore,

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

**Section 1.** Chapter 12.20 of the Cashmere Municipal Code is revised to read in full as follows:

**Chapter 12.20**

**Special Use Permits- Private Driveways**

- 12.20.010 Special Use Permit- Required.
- 12.20.020 Application - fee.
- 12.20.030 Investigation and report to city council.
- 12.20.040 City council decision.
- 12.20.050 Annual fee.

12.20.060 Expiration of special use permit.

12.20.070 Suspension or revocation.

12.20.080 Recordation.

12.20.090 Violation - civil infraction.

#### **12.20.010 Special Use Permit- Required**

There are some instances when the private sector needs to use a yet undeveloped city right-of-way for access to private property. The alternative to the process set forth in this Chapter is for the City to require the applicant to fully improve the unimproved right-of-way for use as a public right-of-way. The purpose of this chapter is to provide a process for the city to accept and evaluate applications for such uses.

It is unlawful for any person, firm, or corporation to perform work to construct a non-exclusive use private driveway on or across an undeveloped and unimproved right-of-way without first obtaining a special use permit to do so pursuant to this chapter.

#### **12.20.020 Application - fee.**

A written application shall be filed with the city director of operations. The application shall state the nature of the request and show how the proposed activity will comply with the standards set forth in this chapter. A specific and detailed site plan and a one-time non-refundable application fee in the amount established by city council resolution shall be submitted with the application. The director of operations shall issue a determination of application completeness upon review of the application or shall notify the applicant of any items missing from the application.

#### **12.20.030 Investigation and report to city council.**

After issuance of a determination of application completeness, the city planning director shall investigate the matter and prepare a staff report for the city council on the impact, if any, the proposed activity would have on the affected city right-of-way and on surrounding public and private properties. The staff report shall contain a recommendation and conditions and shall be presented to the city council as soon as practicable but no later than 45 days following receipt of a completed application.

#### **12.20.040 City council decision.**

The city council shall review the staff report and render a written notice of decision within 45 days after receipt of the staff report which shall contain findings, conditions, and decisions.

A. The city council may grant a special use permit if the application is found to be of a beneficial nature to the community and that adjacent and surrounding properties will not be adversely impacted.

B. In granting a special use permit, the city council shall state under what conditions, if any, the permit has been issued. Any such conditions must be complied with. Violation of any condition shall result in revocation of the permit, and further use of the property shall constitute a violation of this Chapter.

C. The decision of the city council may include a time limitation for the special use permit or a provision that the special use permit may be terminated by the city upon providing a defined period of notice prior to the termination. Any special use permit granted by the city council shall contain a provision that the permit shall terminate if the right-of-way is vacated or improved for use as a public right-of-way. Any special use permit granted by the city council shall contain an indemnification requesting the applicant to indemnify the city from any liability, and an insurance provision requiring the applicant to name the city as an additional insured.

D. In the event a special use permit is granted by the city council to an applicant, all driveway maintenance, including but not limited to installation, improvement, repair, and snow removal, shall be the sole responsibility of the applicant and the city has no duty or obligation to help with the same.

**12.20.050 Annual fee.**

Applicants granted a special use permit shall pay the city an annual fee as established by city council resolution.

**12.20.060 Expiration of special use permit.**

Any special use permit granted by the city council shall expire unless the privilege granted is utilized within two years after the granting of the special use permit. Any applicant holding an unexpired permit may apply for an extension of the time within which to commence work under the permit when such applicant is unable to commence work within the time required by this section. The mayor may extend the time for action by the permittee for a period not exceeding one year upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken.

**12.20.070 Suspension or revocation.**

The city council may, in writing, suspend or revoke a permit issued under the provisions of this chapter whenever the permit is found to have been issued in error, or on the basis of incorrect information supplied, or in violation of any federal or state regulation, permit condition, or any provisions of this code.

**12.20.080 Recordation.**

Special use permits granted pursuant to the provision set forth in this chapter shall be recorded with the Chelan County Auditor and shall run with the land and shall be binding on the successors and assigns of the applicant.

**12.20.090 Violation - Civil infraction.**

Violations of this chapter are civil infractions punishable as set forth in Cashmere Municipal Code Section 1.20.010.

**Section 2.** A new Section 12.16.020 is hereby added to the Cashmere Municipal Code to read as follows:

**12.16.020 Sidewalk Crossing.**

In the event a property owner desires to use a city sidewalk as a part of a driveway, the property owner must first obtain a permit to do so from the director of operations of the city. No application for a permit to construct a private driveway over or across a sidewalk in the city shall be granted until plans and specifications for the construction of the same shall have been approved by the director of operations.

**Section 3.** 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 4.** 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 JAMES FLETCHER

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

\_\_\_\_\_  
CHARLES D. ZIMMERMAN

PASSED BY THE CITY COUNCIL:	8/9/2021
PUBLISHED:	8/18/2021
EFFECTIVE DATE:	8/23/2021
ORDINANCE NO.	1302

**RESOLUTION NO. 01- 2021**

**A RESOLUTION OF THE CITY OF CASHMERE, WASHINGTON, SETTING AN APPLICATION FEE AND AN ANNUAL FEE FOR SPECIAL USE PERMITS FOR USE OF UNIMPROVED CITY RIGHT OF WAYS FOR DRIVEWAYS; CONTAINING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.**

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**WHEREAS**, by passage of City Ordinance No. 1302, the City Council implemented a special use permit process for applications to use unimproved City right-of-ways for driveways under Chapter 12.20 of the Cashmere Municipal Code (“CMC”); and

**WHEREAS**, CMC Sections 12.20.020 and 12.20.050 provide that a one-time nonrefundable application fee and an annual fee shall be set by Resolution of the City Council; and

**WHEREAS**, the City Council now desires to adopt this Resolution setting the fees for special use permits; and

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

**THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The one-time nonrefundable special use permit application fee described in CMC 12.20.020 shall be \$1,500.00.

**Section 2.** The annual fee for special use permits as described in CMC 12.20.050 shall be \$100 payable to the City on a date identified in the special use permit agreement entered into between the special use permit applicant and the City. This annual fee maybe be adjusted from time to time by resolution of the City Council.

**Section 3.** If any section, sentence, clause, or phrase of this Resolution 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 sentence, section, clause, or phrase of this Resolution.

**Section 4.** This Resolution shall be effective immediately upon passage by the City Council.

APPROVED by the City Council of the City  
of Cashmere at an Open Public Meeting  
the 9<sup>th</sup> day of August, 2021:

CITY OF CASHMERE

By: \_\_\_\_\_  
James Fletcher, Mayor

Attest/ Authenticated:

By: \_\_\_\_\_  
Kay Jones, City Clerk-Treasurer



# Staff Summary

**Date:** August 5, 2021  
**To:** City Council  
**From:** Jim Fletcher, Mayor  
**RE:** Draft 6 Year Transportation Plan (TIP)

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Refer to attached 6 Year Transportation Improvement Plan

Each year the City updates the 6 year transportation plan to identify projects that will seek funding for engineering and construction. Updates remove projects completed and add projects based on present transportation needs of the City or to recognize new opportunities resulting from other new developments.

This draft 6 yr TIP adds two projects located along Rank Rd. One at the intersection of Rank and Olive ST and one at Rank and Kennedy Road. Adding these projects allows the City to assign a fair share of road improvement costs to property developments on Rank and Kennedy Roads.

**Staff Recommendation:**

Consider the proposed list of TIP projects, final approval to be considered following public hearing at the next council meeting.

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Agency: Cashmere

Co. No.: 04

City No.: 0165

County Name: Chelan Co.

MPO/RTPO: CDJTC

Six Year Transportation Improvement Program

From 2021 to 2026

Hearing Date: 9/14/2020 Adoption Date: 9/14/2020

Amend Date: Resolution: 06 2020

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars											Expenditure Schedule (Local Agency)				Federally Funded Projects Only R/W	Required Date (MM/YY)				
							Project Phase	Phase Start (mm/dd/yyyy)	Federal Funding Fund Code	Federal Cost By Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th	5th	6th	7th			8th	9th	10th	11th
09	05	South Douglas Street Preservation South Douglas Street From: Cottage Ave To: Parkhill Street Grind and overlay; minor drainage improvements.	05	2024	0.21	C P S T W	0	9	10	11	12	13	14	15	16	17	18	19	20	21			No				
09	05	Lower Rank Road Rank Road From: Olive St To: Kennedy Intersection Improvements at Olive St and Kennedy Road, storm water drainage, minor widening		2024	0.25	C O P S T W	Totals	0	All	P											50	200			Yes		
02	06	Evergreen Road Evergreen Road From: Pioneer Ave To: Kimber Road Reconstruct Evergreen Road. Project elements include curb, gutter, sidewalk, paving, illumination, drainage, landscaping, water & sewer.	03	2025	0.27	C O P S T W	Totals	0	All	P											50	200			Yes		
09	07	Sunset, Division, Railroad Intersection Improvements Sunset, Division, Railroad From: Sunset Highway To: Railroad Reconstruct intersection with roundabout. Project elements include land acquisition, curb, gutter, sidewalk, paving, illumination, drainage, and landscaping.	03	2026	0.1	C O P S T W	Totals	0	All	P														3248	3600	Yes	
Totals							0	All	P												50	200			3248	3600	

# Staff Summary

**Date:** August 5, 2021  
**To:** City Council  
**From:** Jim Fletcher, Mayor  
**RE:** Cascade Public Infrastructure Fund Grant Agreement

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Attached is an agreement between Chelan County and City of Cashmere for a grant to reimburse 50% or up to \$50,000 of cost to extend water and wastewater utilities to the Railroad Avenue Property.

This project would be scheduled in 2022 or 2023.

Next steps include an interagency agreement with Chelan-Douglas Regional Port Authority to identify developers and plan development of a commercial business structure that may be used by small business.

Grant funding for the feasibility study on this project was received from the Regional Port Authority.

## **Recommendation**

Motion to approve the agreement with Chelan County for reimbursable grant funding, authorizing the Mayor to sign.

## Cascade Public Infrastructure Fund Grant Interlocal Agreement

### I PARTIES

This Agreement is made by and between **Chelan County** (hereinafter referred to as **the County**), having its business address at 400 Douglas Street, Suite 201, Wenatchee, Washington, 98801, and **City of Cashmere** (hereinafter referred to as **Grantee**), having its business address at 101 Woodring Street, Cashmere, Washington 98815.

### II TERM

This Agreement takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments required under Section V, MUTUAL CONSIDERATION, have been made or until terminated as provided for in Section VIII, TERMINATION.

### III PURPOSE

The purpose of this Agreement is to provide funding support for the Railroad Avenue Utility Development (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure development. These funds will be used to complete the Project as outlined in the Cascade Public Infrastructure Fund (CPIF) Grant Program Application as attached (Attachment B).

### IV RECITALS

The Parties make this Agreement based on and in recognition of certain relevant facts and circumstances including:

A. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Chelan County Code CCC 1.71.010 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Distressed Counties Tax Fund, now known as Rural Counties Tax Fund.

B. The Grantee intends to construct the Project. The Project, if constructed, will be partially funded by a **\$50,000 grant from the Chelan County Rural Counties Tax Fund**, and the balance of the Project will be funded by the Grantee and other sources as outlined in Attachment B. The Project improvements, when complete, will be owned and maintained by the Grantee.

C. RCW 82.14.370 was adopted to serve the goals of promoting the ongoing operation of business in rural distressed areas, promoting the expansion of existing businesses in rural distressed areas, attracting and developing new businesses, and

providing family wage jobs and the development of communities of excellence in such areas. The parties expect the Project to further these goals.

D. RCW 82.14.370 defines public facilities to include bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, or commercial infrastructure, and port facilities in the state of Washington.

E. The County has created the CPIF Advisory Committee to review applications for grants from the Rural Counties Tax Fund and to make recommendations only to the Board of Commissioners for Rural Counties Tax Fund investments based on commitment of other funds, potential for resulting job creation, and other factors.

F. The CPIF Advisory Committee has reviewed the application for Rural Counties Tax Funds, also known as Cascade Public Infrastructure Grant Funds, and has recommended approval to the Chelan County Board of Commissioners.

G. Specifically, the CPIF Advisory Committee has recommended this Project application be approved for a grant. A copy of the CPIF application for this Project is attached to this Agreement as Attachment B and incorporated herein.

H. The Chelan County Board of Commissioners reviewed the recommendation and the application and approved a grant to the Grantee from the Rural Counties Tax Fund in the amount of \$50,000, total.

I. The Chelan County Rural Counties Tax Fund balance is sufficient to make the requested grant to the Project.

J. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

K. The Grantee intends to advertise for bids for the Project in late 2021 or early 2022 with the plan to construct the Project in 2022 depending upon availability of other Project funding.

## **V MUTUAL CONSIDERATION**

The parties do not intend to create any new or separate legal or administrative entity by this Agreement but intend for this mutual Agreement to govern the County's financial support for the Project. This Agreement shall be administered by the Director of Economic Development for the County and by the Mayor of the City of Cashmere for the Grantor. The terms and conditions contained herein reflect the voluntary participation of the parties.

A. **GRANTEE RESPONSIBILITIES:** The Grantee hereby agrees as follows:

- (i) If after the award of the construction contract, the scope of the Project or the Project budget has changed, the Grantee shall provide the County the following updated documents: 1) a detailed description of the Project; 2) a Project budget itemizing major improvements together with the estimated

- cost of the improvements; and 3) a schedule showing sources and uses of funding for the Project, if any of the aforementioned documents varies from those that were submitted with the Grantee's application for CPIF funding.
- (ii) The Grantee shall be responsible for all aspects of the design and construction of the Project.
  - (iii) The Grantee shall be responsible for all aspects of the public works construction contract administration, which shall include, but not be limited to, advertising, bidding, and awarding the contract. The Grantee will comply with all applicable laws, rules and regulations relating to bidding the Project. The County shall have no responsibility for the Project other than the funding set forth herein.
  - (iv) The Grantee shall provide the County with a final report showing the actual cost of the Project and the actual sources and uses of funding for the Project.

B. CHELAN COUNTY'S RESPONSIBILITIES: The County hereby agrees as follows:

- (i) COUNTY GRANT—The County shall issue a grant to the Grantee for up to \$50,000 for the Project described herein. This grant shall be by County warrant drawn on the Rural Counties Tax Fund and payable to the Grantee upon approval of this Agreement by the Chelan County Board of Commissioners and the Grantee, and pursuant to the terms contained in (ii), Payout of Grant Funding, below.
- (ii) PAYOUT OF GRANT FUNDING—The County shall pay out grant funding to the Grantee up to a maximum of \$50,000 of the total Project costs. This amount shall be paid in accordance with Attachment A, attached hereto. Disbursements of grant funding shall be made contingent upon and subject to the continued commitment of the other Project funding sources.
- (iii) Unless the parties to this Agreement mutually agree in writing to modify the consideration, the funding identified herein is all the County is obligated to pay towards this Project forever. The Grantee agrees to protect the County from, hold it harmless from, and indemnify it for, any charges that may be levied in excess of the agreed grant amount.

## **VI RECORDS, REPORTS AND AUDITS**

The Grantee agrees to maintain such records, make such reports and follow such procedures pertaining to this Agreement as may be reasonably required by the County and as are typically maintained and made by the Grantee in the undertaking of a Project of this nature. All Grantee records pertaining to this Agreement and the Project work shall be retained by the Grantee for a period of three (3) years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized representatives of the State government shall have access to any books, documents, papers, and records of the Grantee which pertain to this Agreement or the Project work for the purpose of making audit, examination, excerpts, and transcriptions.

## **VII RELATIONSHIP OF PARTIES AND AGENTS**

Neither the Grantee nor the County shall have authority to execute contracts or to make commitments on behalf of the other, and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the Grantee. This Agreement does not create, either implicitly or explicitly, any right, duty or obligation that is not expressly provided for herein.

The Grantee represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform the Project work. Such personnel shall not be employees of, or contractors with the County for purposes of the Project. All such personnel, contractors, and/or subcontractors shall be fully qualified (as determined by the Grantee in its sole discretion) and authorized/permitted under State and/or local law to perform such services.

## **VIII TERMINATION**

If the Grantee fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including, but not limited to, the termination or closeout of this Agreement in the manner specified herein:

- A. **TERMINATION FOR CAUSE**— If the Grantee fails to comply with the terms and conditions of this Agreement, the County will give notice to the Grantee in writing of its failure to comply. The Grantee will be given thirty (30) days from date of notice to comply with the terms of the Agreement or submit a plan acceptable to the County to bring the Grantee into compliance with the Agreement within a time period reasonably acceptable to the County. Failure to comply with the terms and conditions of this Agreement by either party shall constitute an event of default. In the event of default by the Grantee and a failure by the Grantee to cure as provided for herein, the County may take such remedial actions under the law as are available to cure the default, including the imposition of the reasonable costs of collection. In the event of default by the County, the Grantee may take such remedial actions under the law as are available to cure the default, including specific performance, which shall be limited to dispersal of County approved grant funding.
- B. **TERMINATION FOR OTHER GROUNDS**—This Agreement may be terminated in whole or in part by mutual consent and written agreement between the parties, duly authorized and executed, setting forth the conditions of termination, including effective date, reimbursement of grant funding, and, in case of termination in part, reimbursement of that portion of the grant funds paid for Project work not completed and to be terminated. Such termination shall be deemed a termination for convenience of the parties.
- C. **TERMINATION FOR TIME**—This Agreement shall terminate if the Grantee has not applied for reimbursement of any of the grant funds for the Project prior December 31, 2026.

## **IX COMPLIANCE WITH LAWS**



The County and the Grantee shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments with regard to the performance of this Agreement.

**X INTEREST OF MEMBERS OF THE COUNTY AND THE GRANTEE**

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Agreement.

**XI HOLD HARMLESS AND INDEMNITY**

To the extent permitted by law, the Grantee shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions, costs, or judgments which result from the activities to be performed by the Grantee, its agents, employees, or subcontractors pursuant to this Agreement.

**XII ASSIGNABILITY**

The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written consent of the County thereto, provided, however, that claims for money by the Grantee from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the Grantee.

**XIII NON-WAIVER**

The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

**XIV CONTRACT MODIFICATIONS**

No modification or waiver of any clause or condition of this Agreement shall be binding upon either party unless such modification or waiver is in writing and duly authorized and executed by the County and the Grantee.

**XV SEVERABILITY**

If any portion of this Agreement is changed per mutual signed written agreement or any portion is held invalid, the remainder of this Agreement shall remain in full force and effect.

**XVI NOTICES**

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

**TO GRANTEE:** 101 Woodring Street, Cashmere, Washington 98815

**TO COUNTY:** 400 Douglas Street, Suite 201, Wenatchee, Washington, 98801

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

**XVII INTEGRATION**

This Agreement contains all terms and conditions to which the County and the Grantee agreed, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this grant transaction. There are no other oral or written agreements between the Grantee and County as to the grant terms contained herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, duly authorized and executed by both parties.

**XVIII GOVERNING LAW AND VENUE**

All questions of the validity, construction, and application of this Agreement shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Agreement shall be the Superior Court of the State of Washington in and for Chelan County, Washington.

**XIX RECORDING**

Upon execution of this Agreement by the parties hereto, the County shall cause it to be recorded with the Chelan County Auditor pursuant to the recording requirement contained within RCW 39.34.040.

\*\*\*\*\*

Approved by the City Council of the City of  
Cashmere, Washington, the Grantee, at an  
Open Public Meeting the \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

\_\_\_\_\_  
James Fletcher, Mayor

**Attest/Authenticated:**

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

Approved the \_\_\_\_ day of \_\_\_\_\_,  
2021 by the Board of Chelan County  
Commissioners at an Open Public Meeting.

\_\_\_\_\_  
BOB BUGERT, CHAIR

\_\_\_\_\_  
KEVIN OVERBAY, COMMISSIONER

\_\_\_\_\_  
TIFFANY GERING, COMMISSIONER

ATTEST:

\_\_\_\_\_  
CARLYE BAITY, CLERK

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

**Approved as to form:**

\_\_\_\_\_  
Civil Deputy Prosecutor

## Attachment A

### Grantee – Railroad Avenue Utility Development – Grant Draw Down Requirements

The \$50,000 grant funding will be disbursed as follows:

The Grantee will send invoices for Project payments made by Grantee to contractor(s) to Chelan County Commissioners' Office, 400 Douglas Street, Suite 201, Wenatchee, Washington, 98801. Invoices will include copies of receipts. Funds will be made available by warrant within 30 days following receipt of invoice and are for reimbursement of Project expenses only. The request for grant funds should reference the Chelan County assigned interlocal agreement number.

Attachment B

**CHELAN COUNTY**  
**CASCADE PUBLIC INFRASTRUCTURE**  
**FUND**

APPLICATION FOR FUNDING



# Chelan County Cascade Public Infrastructure Fund

Grant Program for Public Facilities Fostering Growth in Economic Development and the Retention of Private Sector Jobs

## Program Information

*\*The intent of this program is to be consistent with RCW 82.14.370: Sales and use tax for public facilities in rural counties*

- 1. Eligible applicants:** Local governments, junior taxing districts, and entities of higher education.
- 2. Eligible projects:** Construction or improvements of publicly owned infrastructure or facilities serving economic development purposes that are consistent with the goals and objectives of the Cascade Public Infrastructure Fund (CPIF) Grant Program. Furthermore, the project must be listed or referenced in the economic development element of the Chelan County Comprehensive Plan, or the comprehensive plan of a city or town located within the county.
- 3. Eligible activities:** Feasibility studies, marketing analyses, new construction, refurbishment, replacement, rehabilitation, renovation or repair. Demolition is allowable if tied to construction. Staff time, administrative, and indirect costs allowed within scope of construction budget.
- 4. Eligible Public Facilities:** Bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroads, electrical facilities, natural gas facilities, research, testing, training, and incubation facilities in innovation partnership zones designated under RCW 43.330.270, buildings, structures, telecommunications infrastructure, transportation infrastructure, or commercial infrastructure, and port facilities.
- 5. Additional requirements and information:** Minimum local match is 25% of CPIF request. CPIF Advisory Committee will make recommendations to the Board of Chelan County Commissioners which makes the final decision. Grant disbursements are contingent on successful completion of deadlines and on an incremental reimbursement basis.

### Past Performance

Have you received CPIF Program funding in the past? \_\_\_\_\_ Yes;  X  No

If yes, provide project name and CPIF grant/loan awarded:

\_\_\_\_\_

If yes, CPIF Program staff and/or the CPIF Advisory Committee may conduct an audit to review performance measures against projected outcomes, such as job creation projections.

Has your jurisdiction received any audit findings from the Washington State Auditor in the past 10 years?

\_\_\_\_\_ Yes;  X  No. If yes, provide details:

\_\_\_\_\_  
\_\_\_\_\_

# Chelan County Cascade Public Infrastructure Fund

*Grant Program for Public Facilities Fostering Growth in Economic Development and the Retention of Private Sector Jobs*

## Project Applicant

Applicant Name: City of Cashmere

Applicant Address: 101 Woodring St. Cashmere, WA 98815

Applicant Contract Person: James Fletcher, Mayor

Applicant Email and Phone Number: Mayor@CityofCashmere.org O- 509-782-3513 C- 509-860-8560

## Project Title Railroad Ave. Utility Development

## Project Amount Requested

CPIF Request: \$ 50,000

Local Match: \$ 50,000 (25% of CPIF request minimum)

## Project Description

(attach document labeled "Project Description" if more room is needed)

Extension of water and wastewater utility service to an undeveloped lot in downtown Cashmere business district. Site was a warehouse railroad loading dock for tree fruit shipping. Former warehouse was demolished, and the railroad sold the property to the City in 1998. Property is zoned commercial/warehouse.

In 2020 the Chelan-Douglas Regional Port Authority (CDRPA) awarded the City an economic development grant to review the feasibility of alternative route for utility services to be extended onto the property. Study results, copy attached, identified the preferred alternatives for utility extension. Recent discussions with CDRPA for technical assistance to identify a private developer to enter a binding contract to purchase, design and construct a structure suitable for small businesses. Providing utility service to the site would enhance the opportunity for further development.

# Chelan County Cascade Public Infrastructure Fund

Grant Program for Public Facilities Fostering Growth in Economic Development and the Retention of Private Sector Jobs

## Basic Project Information

1. Is this public facility/infrastructure project listed or referenced in the Economic Development Element of Chelan County's Comprehensive Plan, or the Comprehensive Plan of the city or town applying for CPIF funds?\*  Yes;  No

If answer is "Yes," include the supporting section of the relevant Comprehensive Plan as Attachment A. Please highlight the project reference. Attachment A Cashmere Comprehensive Plan 2019 Commercial Policy 1.8. Cashmere City Council has identified economic development, supporting small business as a top priority in annual budgets.

If answer is "No," the project is not eligible for a CPIF Grant per RCW 82.14.360.

*\*The project may either be specifically listed or generally defined in the County Comprehensive Plan or the Comprehensive Plan of the applicant's jurisdiction*

2. Is this project located in unincorporated Chelan County?  Yes;  No  
Project location/address: 207 Railroad Ave. Parcel ID 2949

3. Complete the public project budget and status of funds below. If CPIF funds are approved, will the funding be 100% complete?  Yes;  No  
Funding will complete Phase 1, extension of utilities to the property. Phase 2 will solicit a private developer to purchase and construct a small business facility.

Project Costs (construction, permitting, admin, etc.)	Amount
Water main Extension	\$ <u>25,000</u>
Wastewater main extension	\$ <u>80,000</u>
Refer to engineer's study attached.	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL	\$ <u>105,000</u>



## Chelan County Cascade Public Infrastructure Fund

*Grant Program for Public Facilities Fostering Growth in Economic Development and the Retention of Private Sector Jobs*

Funding Source	Amount	Planned/Applied For	Secured
Federal Dollars	\$ _____	Yes ___ No ___	Yes ___ No ___
State Dollars	\$ _____	Yes ___ No ___	Yes ___ No ___
Local Dollars	\$ <u>55,000</u>	Yes <u>X</u> No ___	Yes ___ No <u>X</u>
CPIF Request	\$ <u>50,000</u>	Yes <u>X</u> No ___	Yes ___ No <u>X</u>
<b>TOTAL</b>	<b>\$ <u>105,000</u></b>		

4. Describe the amount of outside (private) funding committed to the project (e.g. plant and equipment). With technical assistance from the CDRPA solicit and enter a binding contract with a private developer for acquisition of the property, design and development of a business structure would be provided by private investors.

5. Describe the public infrastructure being proposed. Include engineering estimates, stage of design completion, and a site map detailing the proposed improvements as Attachments B and C. Extend a six-inch water service to the site, Extend 300 feet of 1.5-inch Low-Pressure wastewater line along Railroad Ave. Pace Engineering Water and Sewer Availability Study Nov. 2020

6. Describe how these improvements will enhance or encourage community vitality and stimulate other private development in the area. In 1998, the site was purchased from Burlington Northern Railroad to provide parking for downtown Cashmere. To date the site has remained unused for downtown parking. At some time in the past the site contained a warehouse (removed many years ago) for loading tree fruit onto trains. Development of the now vacant land in the warehouse-industry business district will provide space and opportunity for new small business to relocate and expand.

7. List all permits, and environmental reviews required for the public project and detail their status (completed, in-process, etc.)

	In Process	Date Completed
Preliminary Engineering		Nov. 2020
Environmental Review	TBD	
Design Engineering	TBD	

## Chelan County Cascade Public Infrastructure Fund

*Grant Program for Public Facilities Fostering Growth in Economic Development and the Retention of Private Sector Jobs*

Right-of-way	N/A
Construction Permits	TBD
Environmental Permits	TBD
Bid Documents	TBD
Award Construction Contract	TBD
Begin Construction	TBD
Project Operational	TBD

8. Are any other public jurisdictions involved in this project? If so, in what way?  
CDRPA providing technical assistance and grant funding for feasibility study.
  
9. Who will maintain the public facility/infrastructure to be completed with CPIF dollars? Will this project impact utility rates within the jurisdiction?  
Utilities will be owned and maintained by the City
  
10. Will this project generate sales tax, personal property tax, or another source of revenue for Chelan County? In answer is yes, what are the projected revenues?  
Completion of the project will result in commercial property added to the property tax base along with sales tax revenue on business activities. Tax values TBD.
  
11. If this project contributes toward private development, explain how the private development project will be supported by this public facility project. If there is a committed private sector partner include Contingency Agreement (Attachment C).  
This site has occasionally been considered by private interests for development. The lack of water and wastewater utility services has been a deterrent to developer interest. In consultation with CDRPA the project would have viable private investment potential with utilities.
  
12. Explain why the private development requires the proposed public improvement(s).  
This site has occasionally been considered by private interests for development. The lack of water and wastewater utility services has been a deterrent to developer interest.

## Chelan County Cascade Public Infrastructure Fund

*Grant Program for Public Facilities Fostering Growth in Economic Development and the Retention of Private Sector Jobs*

13. What is the status of the associated private development review and permits? List all permits required and give the current status (applied for, being reviewed, issued).

	In Process	Date Completed
Environmental Review	TBD	
Construction Permits	TBD	
Environmental Permits	TBD	

14. Describe the type of industry or economic activity the public development will attract. What is the strategy to attract industry to the project site?

Project goal is to provide space for small business light industrial activity.

15. List the number of projected jobs, by type, to be retained and/or created by the private entity.

Occupation	Current Jobs Retained** (in FTEs)	# of Jobs Created Year 1 (in FTEs)	# of Jobs Created by Year 5 (in FTEs)	Wage of current or new position	Local Occupational Wages***
Mgmt./Admin*					
Technical/Prof					
Office/Clerical					
Production		TBD	TBD		
Sales					
Skilled Crafts		TBD	TBD		
Others					
Totals					

\*Indicate management positions in annual salary

\*\*Retained jobs are defined as jobs that would otherwise be lost from the county without project

\*\*\*This column will be populated with data from the state before application is distributed and revised annually

- a. Projected annual gross payroll for all job classifications \$ TBD
- b. Describe fringe benefits the company offers to regular fulltime employees? (e.g. health insurance, retirement plans, etc.)

TBD

## Chelan County Cascade Public Infrastructure Fund

Grant Program for Public Facilities Fostering Growth in Economic Development and the Retention of Private Sector Jobs

16. How does this project support the economy of Chelan County and how does it fit into a county-wide economic development strategy? (e.g. Chelan County Comprehensive Plan, Chelan Douglas Regional Port Authority Economic Development Plan, etc.)

Converts underutilized property to commercially available for business to expand or relocate to Cashmere. Converts tax exempt property to taxable property. Project utilizes available land within the City.

17. What will the effect of this project be on the natural environment – does the project address any issues related to public health, climate change, or quality of life?

Property is a graveled site there are no natural environmental conditions present.

18. Does this project address any existing issues related to public safety and/or does it increase public safety in the future or address a potential future public safety issue?

There are no public safety issues to address with this project.

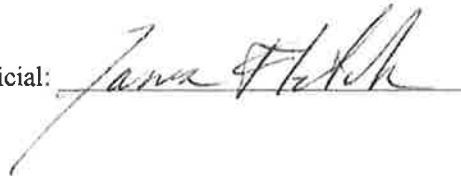
19. Describe specific quantifiable measures of the outcomes, other than purely jobs, that will demonstrate project success. Describe how you will measure this and explain what you expect to show as progress toward the outcome.

Progress and success of the project will be the transformation of underutilized space into a viable business structure within the City's business district.

### Application for Funding Certification

I HEREBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO CHELAN COUNTY FOR THE CASCADE PUBLIC INFRASTRUCTURE FUNDS GRANT PROGRAM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

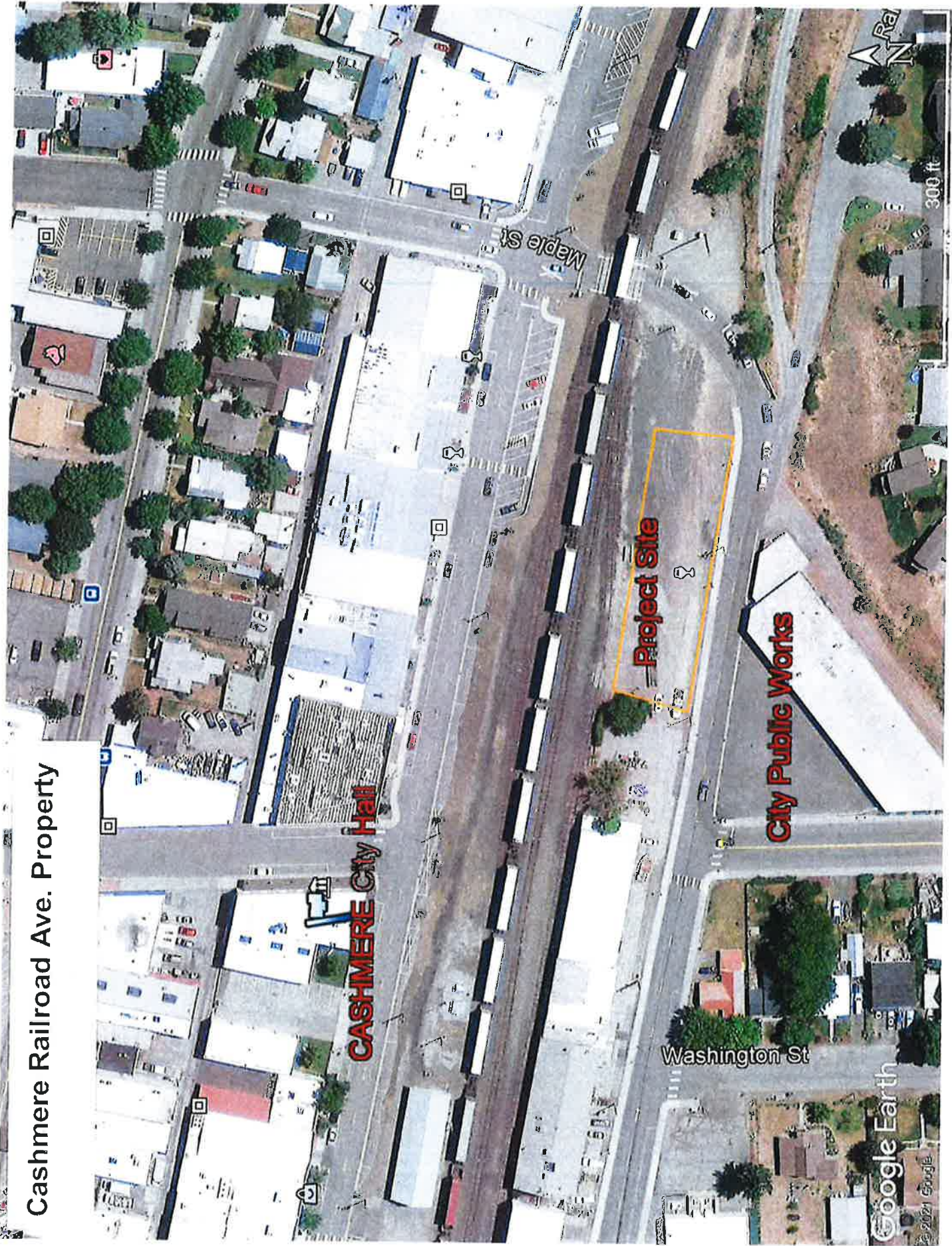
Signature of Responsible Public Official:



Date

May 3, 2021

Cashmere Railroad Ave. Property



CASHMERE City Hall

Project Site

City Public Works

Maple St

Washington St

Google Earth  
© 2021 Google

300 ft





## MEMORANDUM

**DATE:** November 30, 2020  
**TO:** Steve Croci, Operations Director  
City of Cashmere  
**FROM:** Robin Nelson, P.E. *RN*  
**SUBJECT:** Water and Sewer Availability Study Parcel ID # 20949

### PURPOSE

The City owns a parcel of land that lays south of the BNSF railroad tracks, parcel ID # 20949. The City requested that PACE explore water and sewer availability for this parcel. The City is exploring alternatives to develop this parcel located within the Warehouse/Industrial Zone of the city. The following documents were referenced to perform the water and sewer availability study:

- City of Cashmere Comprehensive Water System Plan
- City of Cashmere General Sewer Plan
- As-built plans for water and sewer utility
- City of Cashmere GIS

### LAND USE

Figure No. 1 illustrates the location of parcel #20949, owned by the City of Cashmere. The parcel is located to the south of the BNSF railroad tracks, within the city's downtown core. The 27,878.40 sf parcel lies at the intersection of Railroad Avenue and Maple Street. Access to the parcel is along Railroad Avenue.

The parcel lies within the city's Warehouse Industrial zoning designation. Permitted land use is defined in Cashmere Municipal code section 17.18.020 and further discussed in section 17.40. Typical permitted uses include, but are not limited to; day care centers, medical/dental clinic, farmer's market, and retail stores.

## WATER SYSTEM CAPABILITIES

Parcel #20949 lies within the 895 pressure zone providing city water from the Sherman Reservoir to city customers north of the BNSF railroad within city limits. It also serves a small area immediately south of the BNSF railroad including #20949.

*Preferred  
Alternative*

### Water Service Option #1 (Railroad Avenue)

A 6-inch ductile iron watermain lies within Railroad Avenue and fronts parcel #20949. The 895 pressure zone is capable of providing domestic water service to this site. However, based upon the fire flow system performance as depicted in the City's Comprehensive Water System Plan, dated August 12, 2020, the current infrastructure can only provide 826 gallons per minute, in accordance with accepted minimum pressure requirements.

The rough order of magnitude cost to extend the 6-inch watermain into the City's parcel would range between \$15,000 and \$25,000. These costs include sales tax and 40 percent contingency.

### Water Service Option #2 (Mission Avenue)

A 6-inch ductile iron watermain is also located within Mission Avenue, which is north across the BNSF railroad tracks from the City parcel. This portion of the distribution system is also served by the 895 zone and the Sherman Reservoir. As with option #1, adequate domestic capacity is available from this main to serve the City parcel. Fire flow capabilities within this main are significantly better than in option #1. System performance as depicted in the City's Comprehensive Water System Plan, dated August 12, 2020, ranges between 1,663 gallons per minute and 1,741 gallons per minute.

To serve this parcel, a casing would need to be permitted by BNSF and installed crossing the railroad right-of-way. A 16-inch diameter casing would be required and would need to extend the width of the BNSF railroad, approximately 100 feet. An 8-inch watermain would then be installed through this casing and extended into the parcel. The location for this new crossing would be near Maple Street and include approximately 225 feet of new 8-inch watermain extended to Railroad Avenue.

The rough order of magnitude cost to extend the 6-inch watermain including the BNSF crossing would range between \$90,000 and \$120,000. These costs include sales tax and 40 percent contingency.

### Fire Flow Requirements

Table B105.2<sup>1</sup> defines the required fire flow requirements in accordance with the International Fire Code which provides fire flow standards enforced by the City. The necessary flow would

<sup>1</sup> International Fire Code 2018 (IFC 2018) International Code Council

need to be 2,813 gallons per minute for a 3-story structure or 1,125 gallons per minute for single story structure.

TABLE B105.2 REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES		
AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2) (IFC 2018)	Duration in Table B105.1(2)
Section 903.3.1.1 of the <i>International Fire Code</i>	25% of the value in Table B105.1(2) <sup>a</sup> (IFC 2018)	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the <i>International Fire Code</i>	25% of the value in Table B105.1(2) <sup>b</sup> (IFC 2018)	Duration in Table B105.1(2) at the reduced flow rate
For SI: 1 gallon per minute = 3.785 L/m. The reduced fire-flow shall be not less than 1,000 gallons per minute. The reduced fire-flow shall be not less than 1,500 gallons per minute.		

The current Comprehensive Water System Plan did not include capital improvements in the 20-year horizon that would improve the fire flow capabilities in the watermain fronting parcel #20949. Without performing extensive hydraulic modeling, which is beyond the scope of this evaluation, further improvements to the City's distribution system was not explored.

To meet fire flow requirements, additional on-site equipment will be needed. The extent and size of the equipment is dependent upon the proposed land use for the site. This cost would be borne by the proposed builder/developer and included in the cost to develop the site. A rough order of magnitude cost is unattainable for fire flow needs until a site master plan is prepared and specific structures are better defined.

## SEWER SYSTEM CAPABILITIES

### Mission Avenue Sewer (Gravity)

Figure No. 1 depicts existing sewer improvements near parcel #20949. North of the BNSF railroad, an 8-inch gravity sewer main lies within Mission Avenue flowing generally to the east. The gravity sewer is approximately 10 feet below finished grade of the roadway and has adequate capacity to serve permitted uses for parcel #20949.

To serve this parcel, a casing would need to be permitted by BNSF and installed crossing the railroad right-of-way. A 16-inch diameter casing would be required and would need to extend the width of the BNSF railroad, approximately 100 feet. An 8-inch lateral gravity sewer would then be installed through this casing and be connected to the existing gravity sewer main in Mission Avenue. The location for this new crossing would be near Maple Street and include approximately 225 feet of new gravity sewer extended to Railroad Avenue at sufficient depth to



be extended in the future to serve unsewered parcels to the south and east. A gravity side sewer would then be extended into parcel #20949 to provide sewer service.

The rough order of magnitude cost to extend the gravity sewer option from Mission Avenue to Railroad Avenue under the BNSF railroad could range between \$135,000 and \$165,000. These costs include sales tax and 40 percent contingency.

*Preferred  
Alternative*

#### **Railroad Avenue Sewer (Low-pressure)**

Figure No. 1 also depicts an existing gravity sewer main located in Railroad Avenue at the intersection with Washington Street. This is also an 8-inch gravity sewer main but is only approximately 3.5 feet below the roadway surface flowing to the west. This sewer main lies approximately 300 feet to the west of the City's parcel and is shallow, and therefore unable to be extended to provide gravity sewer service.

However, sewer service could be provided by installing an on-site grinder pump and low-pressure sewer extended from the parcel and connecting into the shallow manhole at Railroad Avenue and Washington Street. There are several manufacturers that provide commercial grade grinder pumps that would provide adequate serviceability for the permitted land uses for this site.

The rough order of magnitude cost to provide an on-site grinder pump and approximately 300 feet of 1.5-inch diameter low pressure sewer main could range between \$45,000 and \$60,000. These costs include sales tax and 40 percent contingency.

#### **Public Works Maintenance Shop Sewer**

Not shown on Figure No. 1, sewer service is provided to the City's maintenance building directly across Railroad Avenue. This facility is served by a grinder pump and low-pressure sewer main. Wastewater is pumped from the maintenance facility to the south along Olive Street. There is little as-built information existing on this pressure system and its point of connection. Further, gravity sewer service from the maintenance facility could not be provided to parcel #20949. It would also require a grinder pumping system. This option would require additional detailed information and extensive modifications to both the maintenance facility pumps and low-pressure sewer main. Due to the absence of available data, this sewer alternative was not explored further.

#### **Wastewater Treatment Capacity**

The City recently upgraded their existing wastewater treatment plant. The upgrades included additional capacity to serve the proposed land use within the UGA including parcel #20949.

### **WATER AVAILABILITY**

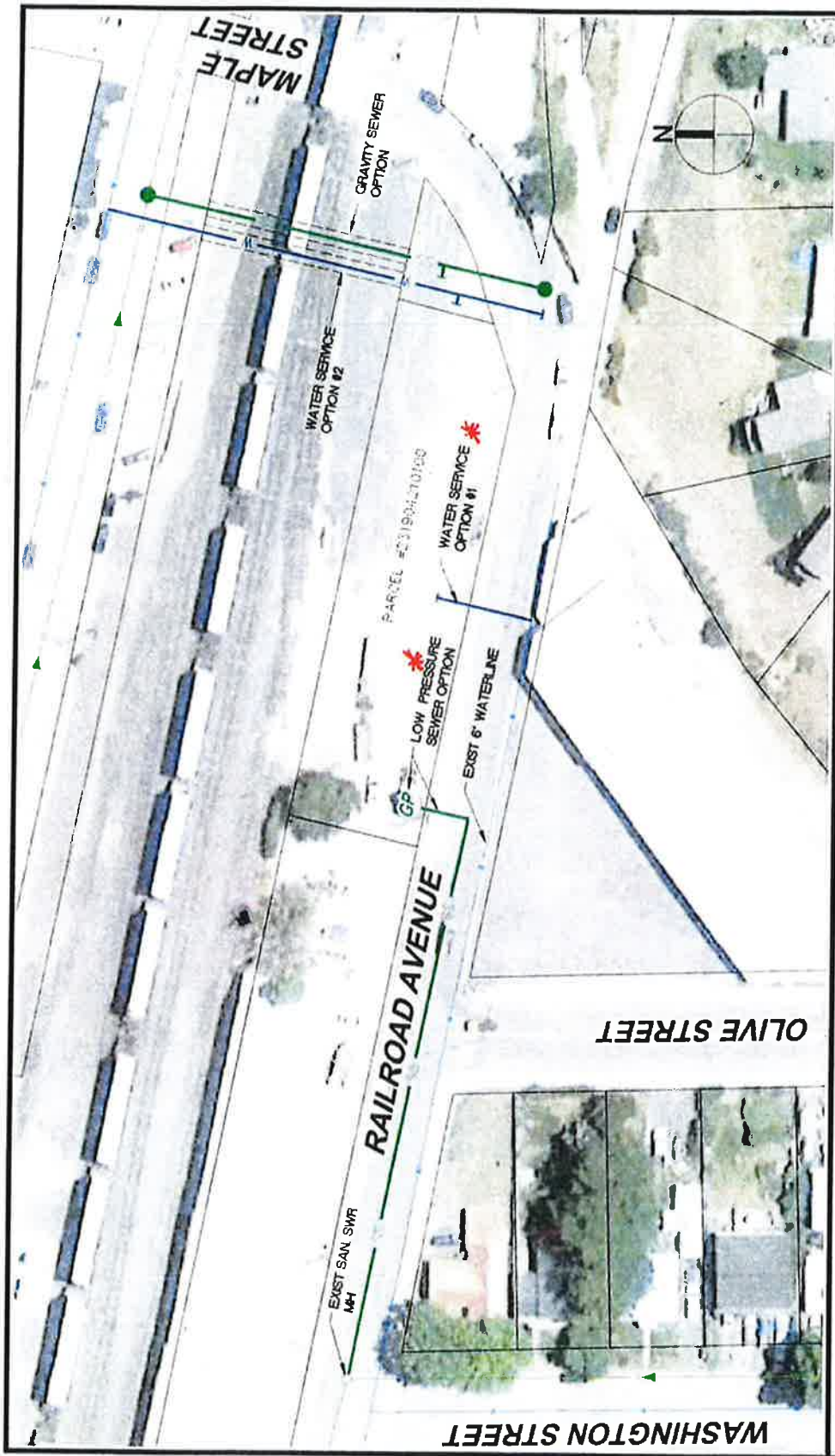
Domestic water supply can be provided to parcel #20949 from the 6-inch watermain fronting the site located in Railroad Avenue. The water service would need to be sized based upon proposed improvements. This option would be the least capital cost.

The existing water distribution system is incapable of meeting the fire flow requirements for the land uses allowed in the Warehouse Industrial zoning designation. Therefore, additional on-site improvements will be required and depend upon the size and height of the proposed development. As discussed above, fire flow requirements can vary from 2,813 gallons per minute to 1,125 gallons per minute depending upon the height of the proposed buildings. At a minimum, the structures may be required to provide fire retarded materials and fire suppression equipment. Fire suppression equipment could include on-site water storage, booster pump, and, associated piping and appurtenances to achieve compliance with the International Fire Code and local Fire Marshall requirements.

### **SEWER AVAILABILITY**

Two options were evaluated to provide sewer service to the parcel, a gravity sewer and low-pressure sewer. The gravity sewer option requires crossing the BNSF Railroad and extensive permitting to obtain a utility franchise and crossing permit from BNSF. Further, City staff expressed additional utility crossing under the BNSF Railroad would not be ideal. This option would also be the highest capital cost option as well.

The low-pressure sewer option would require the least capital cost to provide sewer service to the site. A grinder pumping system and low-pressure conveyance system is an approved alternative to gravity sewer collection with design guidance included in the Department of Ecology's Criteria for Sewage Works Design.



**FIGURE NO. 1**  
**CITY OF CASHMERE**  
**PARCEL #20949**  
**WATER AND SEWER AVAILABILITY**

# Staff Summary

**Date:** August 5, 2021  
**To:** City Council  
**From:** Jim Fletcher, Mayor  
**RE:** GIS Map Update Services

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GIS mapping is a necessary planning tool for the city's streets and utilities. The City's GIS has not been updated for several years. Gaps in data mapping result in projects delays and cost to relocate utilities and correct maps for engineering and construction. Updating GIS will mainly consist of data conversion and entry into the GIS software mapping.

RH2 is proposing a service to update the City's GIS mapping with the technical assistance of an engineering student intern supervised by RH2 staff.

## Recommendation

Motion to approve the scope of work for GIS map updating, authorizing the Mayor to sign.

# Task Authorization No. 2

## City of Cashmere

### GIS Updates

August 2021  
RH2 Project No. 20-0058

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In accordance with our Professional Engineering Services Agreement for the 2020 General Engineering Services dated April 27, 2020, this Task Authorization outlines the Scope of Work for GIS Updates. The work will be performed and invoiced in compliance with the terms and conditions listed in the governing Agreement and any issued Contract Amendments.

### Scope of Work

Update the existing GIS shapefiles for the City's utilities with RH2 infrastructure designs previously done in CAD.

#### Shapefiles to be updated include:

- Water: Water mains, valves, booster pumps, PRVs, air release, drains, reservoirs.
- Sewer: Gravity main, forcemains, lift stations, WWTP, valves, manholes.
- Stormwater: Catch basins, manholes, storm lines, infiltration ponds, dry wells.

#### RH2 projects that will be used to update GIS data:

- Division Street
- Titchenal Way
- Sunset Hwy
- Applets Way
- Tigner Road
- Water Comp Plan
- Sewer Comp Plan
- Chapel Street
- Mission Avenue
- Railroad Avenue
- 2014 Water Main Improvements

Feature locations will be modified/adjusted/added per design drawings. Attribute data when and where available.

#### **Assumptions:**

- *Updates will be based on As-Constructed drawings when available. However, there are no guarantees to the accuracy of the features.*
- *No non-city owned utility info will be provided (i.e irrigation, power, etc.)*
- *Attribute data will only be updated as provided in design drawings; this will likely result in incomplete attribute fields.*

#### **Provided by City:**

- Any GIS data that has been updated by others since March 2020.

#### **RH2 Deliverables:**

- Zip folder containing updated GIS shapefiles.

### Project Schedule

It is anticipated that this work can be completed within six weeks after receiving a fully executed authorization.

### Fee for Services

The fee for services shall be on a time and expense basis and shall not exceed \$5,000.00 without prior written authorization of City of Cashmere.

**RH2 Engineering, Inc.**

**Client**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Print Name/Title

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Date

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