



## 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 23, 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 August 9, 2021, Regular Council Meeting
2. Payroll and Claims Packet Dated August 23, 2021

#### BUSINESS ITEMS

3. Public Hearing on the Six-Year Transportation Plan (TIP)
4. Resolution No. 02-2021 Adopting the Six-Year TIP for years 2022-2027
5. Ordinance No. 1303 Approving Farmers Market Simpson Park Use Agreement
6. Cashmere Riverside Center Building Use Agreement
7. Kennedy Road Special Use Permit Agreement
8. Interlocal Law Enforcement Service Agreement 2022-2025
9. Lease Agreement for Storage and Office Facilities – Chelan County & Sheriff (Lessee)
10. Supplemental Agreement #1 Pioneer Safe Routes to School – Services During Construction
11. PACE Additional Services Agreement #2 – additional inspection services for Sullivan St. Project
12. Employment Agreement for Level 3 Wastewater Operator Services

#### 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 AUGUST 9, 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 Jayne Stephenson Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer Steve Croci, Director of Operations Chuck Zimmerman, City's Attorney Kait Schilling, City's Attorney	

ANNOUNCEMENTS

No announcements.

APPROVAL OF AGENDA

Mayor Fletcher added the following item to the agenda: Diversified HR Consulting Letter of Engagement.

MOVED by Councilor Pratt and seconded by Councilor Carlson to approve the agenda as amended, with the addition of Item #7 Diversified HR Consulting Letter of Engagement. Motion carried 4-0.

CONSENT AGENDA

Minutes of July 26, 2021, Regular Council Meeting

Payroll and Claims Packet Dated August 9, 2021

Claims Direct Pay and Check #41324 and #41331 through #41356 totaling \$62,369.73

Payroll direct Deposit and Check #41325 through #41327 totaling \$96,082.11

Manual Check #41328 through #41330 not needing prior approval

Schedule a Public Hearing on August 23, 2021 at 6:00 p.m. for the Six-Year TIP

MOVED by Councilor Carlson and seconded by Councilor Pratt to approve the items on the Consent Agenda. Motion carried 4-0.

CMC 5.40 VENDORS – LEGAL INTERPRETATION OF CODE

The Farmer's Market has been a discussion item at several meetings. At the July 26<sup>th</sup> meeting, Brooklyn Holton speaking on behalf of the Farmers Market stated that the existing code and fee structure is not clear and is being interpreted unfairly and the fees are not sustainable for the Market. City Council tabled

the subject to get a legal interpretation of the code from the City attorney.

City Attorney Chuck Zimmerman explained to Council that the mayor is interpreting the code correctly and actually his interpretation is to the benefit of the Market. Mr. Zimmerman explained several sections of Title 5.40 Vendors and how the Mayor's interpretation was a benefit to the Market.

Councilor Carlson expressed his support for the Farmers Market stating that he felt the Market is a huge benefit to the community and added to the small-town character of Cashmere. He stated that he would like to do more to assist the Farmers Market to keep them in the community. Councilor Erickson mentioned the need to be fair and consistent with all vendors and fees.

Attorney Chuck Zimmerman suggested rather than try to do a complete overhaul of Title 5.40 to address the Farmers Market, the Council could enter into an agreement with the Farmers Market for the use of Simpson Park with clear expectations of responsibilities. Zimmerman explained he would draft an ordinance to approve the Farmers Market Agreement for the use of Simpson Park.

The consensus of the Council was to leave the code as is and enter into an agreement with the Farmers Market for the use of Simpson Park. The Council discussed the length of the season, quarterly permit fee of \$150 paid by the Market and forego charging the individual vendors. Council also discussed prorating the permit fee for the remainder of the current season.

MOVED by Councilor Pratt and seconded by Councilor Stephenson to authorize the Mayor to finalize and sign a new agreement that will allow the Farmers Market to be held in Simpson Park from May through October with an annual permit fee of \$300 and a prorated \$80 for the remainder of this year. Motion carried 4-0.

ORDINANCE NO. 1302 REVISING CHAPTER 12.20 ADDING PROCEDURES AND REQUIREMENTS FOR SPECIAL USE PERMITS

The proposed ordinance is amending provisions within Title 12. Adding a procedure and requirements for special use permits for use of unimproved right of ways for driveways. Developers may request permission from the City to use a portion of an unimproved right of way in the City as a driveway until the City determines development of the right of way is appropriate. Creating a special use permit procedure will create a uniform process for the City to use to respond to requests from developers.

MOVED by Councilor Erickson and seconded by Councilor Carlson to adopt Ordinance No, 1302 revising Chapter 12.20 adding procedures and requirements for special use permits. Motion carried 4-0.

RESOLUTION NO. 01-2021 SETTING AN APPLICATION FEE AND ANNUAL FEE FOR SPECIAL USE PERMITS

MOVED by Councilor Erickson and seconded by Councilor Carlson to approve Resolution No. 01-2021 setting an application fee and annual fee for special use permits for the use of unimproved City right of ways for driveways. Motion carried 4-0.

DRAFT SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM – PRIORITIZING PROJECTS

The Six-Year TIP is updated annually to identify and prioritize projects within the City. The intersection of Rank Road and Olive Street and the one at Rank Road and Kennedy Road. These two projects allow the City to assign a fair share of the road improvement costs to property development on Rank and Kennedy Roads.

A public hearing will be held on August 23<sup>rd</sup> to receive comments from the public on the Transportation Improvement Program.

MOVED by Councilor Pratt and seconded by Councilor Carlson to direct staff to work with the Mayor on adding projects to the TIP. Motion carried 4-0.

TASK AUTHORIZATION NO. 2 - SCOPE OF WORK FOR UPDATING UTILITIES ON GIS

The City's GIS has not been updated for several years. GIS mapping is a necessary planning tool for the City's water, sewer and stormwater infrastructure. RH2 Engineering will update the existing GIS shapefiles for the City's utilities using RH2 infrastructure designs previously done in CAD.

MOVED by Councilor Stephenson and seconded by Councilor Carlson to approve Task Authorization No. 2 – Scope of Work for updating City utilities in GIS. Motion carried 4-0.

CASCADE PUBLIC INFRASTRUCTURE FUND GRANT INTERLOCAL AGREEMENT

The Cascade Public Infrastructure Fund Grant Interlocal Agreement is between Chelan County and the City of Cashmere for a grant to reimburse up to \$50,000 to extend water and wastewater utilities to the Railroad Avenue property. The project would begin in 2022 or 2023. The next step would 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.

MOVED by Councilor Pratt and seconded by Councilor Carlson to approve the Cascade Public Infrastructure Fund Grant Interlocal Agreement. Motion carried 4-0.

DIVERSIFIED HR CONSULTING LETTER OF ENGAGEMENT

Diversified will be providing consulting services in negotiating a Collective Bargaining Agreement between the City of Cashmere and Teamsters Local Union #760. The City has used the services of Diversified HR Consulting in previous years.

MOVED by Councilor Pratt and seconded by Councilor Carlson to approve the letter of Engagement with Diversified HR Consulting. Motion carried 4-0.

PROGRESS REPORTS

Director of Operations Steve Croci announced that the water leaks on Parkhill, Cottage and Vine Street are being addressed. Sullivan Street utilities update project and chip sealing the alleys (Lincoln and Weeds) will begin on Monday.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 7:17 p.m.

EXECUTIVE SESSION – Collective Bargaining exempt from OPMA

The City Attorney discussed collective bargaining with Mayor Fletcher and City Council. Collective Bargaining discussions are exempt from OPMA.

---

James Fletcher, Mayor

Attest:

---

Kay Jones, City Clerk-Treasurer

# Staff Summary

**Date:** 8/19/2021  
**To:** City Council  
**From:** Jim Fletcher, Mayor  
**RE:** Staff Report Summary:

---

**1. Public Hearing on the Six-Year Transportation Plan (TIP)**

**2. Resolution No. 02-2021 Adopting the Six-Year TIP for years 2022-2027**

A six-year TIP reflects intent of the city to schedule and undertake various street improvement projects. Annual updating of TIP adds new projects, removes completed projects and changes priorities in response to funding opportunities and community needs.

**Recommendation:** Move to approve Resolution No. 02-2021 adopting the Six-Year TIP.

**3. Ordinance No. 1303 Approving Farmers Market Simpson Park Use Agreement**

Authorizes the Mayor to enter into a Farmers Market Simpson Park Use Agreement with Leavenworth Community Farmers Market d/b/a Cashmere Community Farmers Market.

**Recommendation:** Move to adopt Ordinance 1303 Authorizing the Mayor to enter into a Farmers Market Simpson Park Use Agreement.

**4. Cashmere Riverside Center Building Use Agreement**

**Recommendation:** Move to approve agreement with Gather Leavenworth, authorizing the Mayor to sign.

**5. Kennedy Road Special Use Permit Agreement**

As established by Ordinance No. 1302 this Special Use Agreement authorizes the use of an unimproved City right-of-way as a private driveway on a portion of Kennedy Road to access lot 6 of Zacker Subdivision

**Recommendation:** Move to approve the agreement with Anna and Zackery Bourgault, authorizing the Mayor to sign.

**6. Interlocal Law Enforcement Service Agreement 2022-2025**

Renews the agreement with Chelan County Sheriff for a term of four (4) years. Annual rates are listed in article six.

**Recommendation:** Move to approve Interlocal Law Enforcement Service Agreement for years 2022 through 2025.

**7. Lease Agreement for Storage and Office Facilities – Chelan County & Sheriff (Lessee)**

Renews a four (4) year lease to Chelan County for storage space at Cashmere City Hall, lease rates are listed in section 3. The annual rate increases at the same rate as the Law Enforcement Services Agreement.

**Recommendation:** Move to approve lease agreement with Chelan County, authorizing Mayor to sign.

---

**8. Supplemental Agreement #1 Pioneer Safe Routes to School – Services During Construction**

A supplement to the existing Local Agency A&E Professional Services Agreement with RH2 Engineering, approved by Washington State DOT. This Supplemental Agreement with RH2 provides construction inspection and contract administration for the Pioneer Safe Routes to School project, which will increase the total project cost and budget by \$14,999.92

**Recommendation:** Approve Washington State DOT Supplemental Agreement No.1 with RH2 Engineering, authorizing the Mayor to sign.

**9. PACE Additional Services Agreement #2 – additional inspection services for Sullivan St. Project**

Addition Services Agreement #2 with PACE Engineering to provide additional construction management and observation services for Sullivan Street water and sewer project. Not to exceed \$22,532.00

**Recommendation:** Move to approve Additional Services Agreement #2 with PACE Engineer, authorizing Mayor to sign.

**10. Employment Agreement for Level 3 Wastewater Operator Services**

Agreement for wastewater operating service with Gary Manning, operator level 4 to provide operator in charge duties as required by Washington State Dept of Ecology. This is a part time, temporary agreement, to comply with state regulations, until a qualified full-time operator is retained.

**Recommendation:** Move to approve agreement with Gary Manning, authorizing Mayor to sign.

**RESOLUTION NO 02-2021**

WHEREAS, pursuant to the requirements of RCW 35.77.010, laws of the State of Washington, the City of Cashmere has prepared a revised and extended Six-Year Transportation Improvement Program for the ensuing six calendar years, 2022 through 2027, and

WHEREAS, pursuant further to said law, the City Council of the City of Cashmere, being a legislative body of said city, did hold a public hearing on said Six-Year Transportation Improvement Program at 6:00 p.m. at the Cashmere City Hall on the 23<sup>rd</sup> day of August, 2020, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cashmere that the revised and extended Six-Year Transportation Improvement Program for the ensuing six calendar years, 2022 through 2027, in the form attached hereto and incorporated herein, be and the same is hereby adopted; and

BE IT FURTHER RESOLVED that a copy of said revised and extended Six-Year Transportation Improvement Program for the ensuing six calendar years, 2022 through 2027, together with a copy of this resolution, be filed with the Secretary of the Department of Transportation of the State of Washington.

Passed by the City Council of the City of Cashmere this 23<sup>rd</sup> day of August 2021.

CITY OF CASHMERE

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

Attest:

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

Agency: Cashmere  
 Co. No.: 04 County Name: Chelan Co.  
 City No.: 0165 MPO/RTPO: CDTC

Six Year Transportation Improvement Program  
 From 2022 to 2027  
 Hearing Date: 9/23/2021 Adoption Date: 9/23/2021  
 Amend Date: Resolution: 01-2021

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										Federally Funded Projects Only R/W Required Date (MM/YY)					
							Project Phase	Fund Source Information					Expenditure Schedule (Local Agency)									
								Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Fund Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd		3rd	4th Thru 6th			
02	01	Pioneer Ave SPTS Pioneer Avenue From: Division St Install enhanced crosswalk features at various intersections along Pioneer Ave.	4	5	Varies	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	CE	No
02	02	Sullivan Street Preservation Sullivan Street From: Pioneer Way Grind and overlay, minor drainage improvements.		P	0.27	C	ALL	1/1/2021		172			178	350	350						CE	No
02	03	Sunset Highway Improvements Sunset Highway From: 1300' east of City Limits Reconstruct Sunset Highway. Project elements include curb, gutter, sidewalk, paving, illumination, drainage, and landscaping.		P	0.25	C	ALL	1/1/2021		920			1630	2550	200	239					DCE	No
09	04	Norman & Douglas Street Preservation Norman & Douglas Streets From: Vine St Grind and overlay, minor drainage improvements.		P	0.16	C	ALL	1/1/2022		920			1630	2550	200	239					CE	No
09	05	South Douglas Street Preservation South Douglas Street From: Cottage Ave Grind and overlay, minor drainage improvements.		P	0.21	C	ALL	1/1/2023					260	260			260				CE	No
02	06	Evergreen Road Improvements Evergreen Road From: Pioneer Ave Reconstruct Evergreen Road. Project elements include curb, gutter, sidewalk, paving, illumination, drainage, landscaping, water & sewer.		P	0.51	C	ALL	1/1/2023					3456	3456			324				CE	Yes
02	07	Sunset Division, Railroad Intersection Improvements Sunset, Division, Railroad From: Sunset Highway Reconstruct intersection with roundabout. Project elements include land acquisition, curb, gutter, sidewalk, paving, illumination, drainage, and landscaping.		P	0.10	C	ALL	1/1/2024					3456	3456			324				CE	Yes
							<b>Totals</b>						3360	3360			336					



Agency: Cashmere  
 Co No.: 04 County Name: Chelan Co  
 City No.: 0165 MPO/RTPO: CDTC

**Six Year Transportation Improvement Program**  
 From **2022** to **2027**  
 Hearing Date: 9/23/2021 Adoption Date: 9/23/2021  
 Amend Date: \_\_\_\_\_ Resolution: 01-2021

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 K/W	Required Date (MM/YY)
							Project Phase	Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Fund Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th	5th	6th	7th	8th		
09	08	Rank Road Improvements Rank Road From: Olive Street Reconstruct roadway and intersection with Olive St. Project elements include: hand acquisition, curb, gutter, sidewalk, paving, illumination, and drainage.	03	P	0.25	C	8	9	10	11	12	13	14	15	16	17	18	19	20	21	Yes			
09	09	Kennedy Road Improvements Kennedy Road From: Rank Road Reconstruct roadway and intersection with Rank Rd. Project elements include hand acquisition, curb, gutter, sidewalk, paving, illumination, and drainage.	03	P	0.19	C	ALL	1/1/2025						1740	1740						1305	1740	Yes	
02	10	Cottage Ave Pavement Preservation Cottage Avenue From: Highway 2/97 Resurface roadway	47	P	0.72	C	ALL	1/1/2026						1305	1305						1680	1305	No	
02	11	Olive Street Improvements Olive Street From: Railroad Avenue Fill in sidewalk gaps and add illumination.	47	P	0.11	C	ALL	1/1/2026						324	324						600	324	No	
02	12	Pioneer Ave. Pavement Preservation Pioneer Avenue From: Division Street Resurface roadway	47	P	0.80	C	ALL	1/1/2027						324	324						600	324	No	
09	13	West Prospect Improvements West Prospect Avenue From: Division Street Resurface roadway	47	P	0.08	C	ALL	1/1/2027						372	372						324	372	No	
09	14	West Pleasant Improvements West Pleasant Avenue From: Division Street Resurface roadway	47	P	0.10	C	ALL	1/1/2027						324	324						324	324	No	
<b>Totals</b>							8	9	10	11	12	13	14	15	16	17	18	19	20	21				

Agency: Cashmere  
 Co. No.: 04  
 City No.: 0165

County Name: Chelan Co.  
 MPO/RTPO: CDTIC

Six Year Transportation Improvement Program  
 From 2022 to 2027  
 Hearing Date: 9/23/2021 Adoption Date: 9/23/2021  
 Amend Date: Resolution: 01-2021

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 K/W Required Date (MM/YY)	
							Project Phase (mm/dd/yyyy)	Fund Source Information			Fund Source Information					Agency									
								Federal Fund Code	Federal Fund Code	Federal Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th	5th	6th	7th	8th	9th			
09	15	Fisher Street Improvements Fisher Road From: Pioneer Avenue Resurface roadway To: End of Fisher St.	47	P	0.11	C	8	9	10	11	12	13	14	15	16	17	18	19	20	21	No				
09	16	Angler Street Bridge Angler St. Bridge End Replace Angler Street Bridge To: Bridge End	05	P	0.16	C	Totals											Totals						CE	No
09	17	Mill Road Improvements Mill Road From: Sunsey Highway Reconstruct Roadway To: 1000' East of Sunset Highway	05	P	0.20	C	Totals											Totals						CE	No
Grand Totals for Cashmere							1092	1280	1280	17576	18668	789	2934	3684	8349										

**ORDINANCE NO. 1303**

**A NON-CODIFIED ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON,  
APPROVING THE FARMERS MARKET SIMPSON PARK USE AGREEMENT BETWEEN  
THE CITY AND THE FARMERS MARKET.**

---

**WHEREAS**, on August 9, 2021 at an Open Public Meeting, the City Council determined that rather than revise City Vendor related code provisions and rates resolutions to accommodate the unique situation presented by the Farmers Market's proposed continued use of Simpson Park, the City and Farmers Market should enter into an agreement containing the terms and conditions set forth in the "Farmers Market Simpson Park Use Agreement" attached to this Ordinance and marked as Exhibit "A" and by this reference made a part herein as set forth in full; and

**WHEREAS**, the City Council acknowledges there may be conflicts between the Farmers Market Simpson Park Use Agreement, and provisions in the City Municipal Code and City Rates Resolutions and specifically finds that the provisions in the Farmers Market Simpson Park Use Agreement take into consideration the special benefits provided to the citizens of the City by having a local farmers market operational in Simpson Park the remainder of this season and during any renewal season; now, therefore,

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

Section 1. The Farmers Market Simpson Park Use Agreement, Exhibit "A" to this Ordinance, authorized to be signed by the Mayor at the August 9, 2021 Open Public Meeting of the City Council is ratified and confirmed.

Section 2. To the extend any conflict exists between the terms of the Farmers Market Simpson Park Use Agreement, and the Cashmere Municipal Code, other ordinances of the City, and any fee resolutions of the City, the terms and conditions of the Farmers Market Simpson Park Use Agreement shall apply with respect to the Farmers Market.

Section 3. This Ordinance is a non-codified Ordinance of the City and shall not be contained within the Cashmere Municipal Code.

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:	8/23/21
PUBLISHED:	9/1/21
EFFECTIVE DATE:	9/6/21
ORDINANCE NO.	1303

**FARMERS MARKET  
SIMPSON PARK USE AGREEMENT**

This Farmers Market Simpson Park Use Agreement (“Agreement”) is made by and between the City of Cashmere, a Washington municipal corporation (“City”), and Leavenworth Community Farmers Market, a Washington non-profit corporation d/b/a Cashmere community Farmers Market (the “Market”). The City and the Market are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

- A. WHEREAS, the Market is a non-profit entity that organizes community farmers market events that provide individual vendors which include artisans, craftsman, processors, and farmers (“Individual Vendors”) a location at John Simpson Memorial Park (the “Park”) to sell their produce and artisan goods to citizens of the City; and
- B. WHEREAS, the Market’s use of the Park for farmers market events presents unique circumstances that do not fit well within the framework of the Cashmere Municipal Code and associated rates resolutions for vendors; and
- C. WHEREAS, the City Council (“Council”) has determined the Market provides a benefit to the citizens of the City; and
- D. WHEREAS, at a regular City Council Meeting on August 9, 2021, the Council determined that entering into an agreement with the Market for the use of the Park as specified herein would be in the best interest of the City and authorized the Mayor to negotiate the terms of an agreement and approve the same; and
- E. WHEREAS, the Mayor has determined the provisions of this Agreement are consistent with the authority granted to him by the Council;

NOW THEREFORE, the City and Market hereby agree as follows:

- 1. **Recitals.** The Recitals set forth above are incorporated herein as if set forth in full.
- 2. **Use of Park.** The Park may be used by the Market for the purpose of holding a farmers market event pursuant to the below terms:

**2.1 Date and time.** The Market may use the Park from 9:00 a.m. to 1:00 p.m. each Sunday from May 1 to October 31 of each calendar year to hold farmers market events. Set-up for each event may begin at 7:30 a.m. and tear down must conclude by 3:00 p.m.

**2.2 Vendors.** The Market shall allow no more than twenty (20) vendors to participate in each farmers market event. Vendors may not: (1) sell commercial, imported or second hand items; (2) sell products that are processed outside of the state of Washington; (3) be a party to a

franchise agreement and selling goods pursuant to that agreement; or (4) be a business licensed outside of the state of Washington.

**2.3** Location. A map depicting the permitted area for the farmers market event within the Park is attached as Exhibit "A" and incorporated herein by this reference.

**2.4** Maintenance. The Market is responsible for tear down of each farmers market event and picking up all waste associated with each event. If the City is required to clean up any waste or other material following a farmers market event at the Park as a result of the Market's failure to do so, the City shall bill the Market all costs associated with such clean up.

**2.5** Services. The City shall provide portable toilet service to the Park, including all cleaning and dumping necessary to keep the toilets in a serviceable condition. Water and electricity services to the Park are not available on site and the City is not required to provide the same.

**2.6** Park Rules. The Market and each vendor participating in a farmers market event shall abide by the following Park rules:

- Inflatable play equipment is not permitted
- No camping
- No driving on Park lawn
- No alcohol sale or consumption
- Music volume must be kept at a level which does not cause disturbances to the surrounding neighborhood

**3.** Fees. The Market shall pay to the City \$150.00 per quarter for use of the Park (the "Use Fee"). The Use Fee shall be paid to the City in one payment for the season in the amount of \$300.00 which shall be paid to the City within five (5) days following City Council approval of any renewal of this Agreement. Any Use Fee that is paid to the City shall be non-refundable, unless the City terminates this Agreement in which case the City shall reimburse the Market on a pro rata basis.

**3.1** Prorated Fee for 2021. For the remainder of 2021, the City shall prorate the Use Fee for the use of the Park and accept \$80.00 as full payment for use of the Park from the Effective Date of this Agreement through October 31, 2021. This fee shall be paid by the Market within ten (10) days of execution of the signing of this Agreement by the Mayor for the City.

**3.2** Individual Vendor Fees. There shall be no Individual Vendor fees paid by Individual Vendors to the City.

4. **Business Licenses.** Individual Vendors are required to apply for and receive a business license from the City in compliance with CMC Chapter 5.04. The Market shall collect a copy of the business licenses from each Individual Vendor that is non-exempt from CMC Chapter 5.04 licensing requirements and provide the copy to the City on or before the first farmers market event each Individual Vendor participates in during any season this Agreement is in effect. For the initial term, the Market shall provide a copy of all Individual Vendor business licenses to the City on or before September 15, 2021.

5. **Insurance.** The Market shall maintain liability insurance at a minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for the duration of this Agreement. The Market shall name the City as an additional insured on the liability insurance policy. The Market shall provide the City with an updated copy of its certificate of liability insurance in the event its policy or provider changes in any way.

6. **Indemnification.** The Market shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the Market's use of the Park, or from the conduct of Individual Vendors, or from any activity, work or thing done, permitted, or suffered by the Market related to its use of the Park, except such injury or damage that is caused by the sole negligence of the City. This obligation of the Market to indemnify and defend the City shall include the obligation to reimburse the City for all attorneys' fees and costs incurred by the City to enforce this indemnification provision.

7. **Term and Renewals.** The initial term of this Agreement shall be from August 9, 2021 through October 31, 2021. The Market shall provide a written request for renewal of this Agreement to the City on or before April 1, 2022, and on or before April 1 of any following year, for the next farmers market event season. The farmers market event season shall be from May 1 through October 31. The City Council shall consider and may approve annual extensions of this Agreement.

8. **Termination.** Either Party may terminate this Agreement for any reason upon 30 days prior written notice to the other Party.

9. **Third Party Rights.** The City reserves all rights with respect to its property including without limitation the right to grant easements, licenses and permits to third parties, subject to the rights granted in this Agreement.

10. **Assignment.** The Market shall not assign, delegate, transfer, convey, or subcontract, this Agreement or its rights, obligations, or liabilities in whole or in part.

11. **Attorneys Fees.** Except as provided in Section 6 of this Agreement with respect to Indemnification, 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 attorney's fees.

12. **Law and Venue.** This Agreement shall be construed according to the laws of the state of Washington. Venue for any lawsuit shall be in Chelan County Superior Court.
13. **Amendment.** This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing, approved by the City Council, and signed by each Party.
14. **Severability.** If any provision of this Agreement or any provision of any document incorporated herein by reference shall be held invalid, said invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision. To this extent the provisions of this Agreement are declared to be severable.
15. **Entire Agreement.** This Agreement represents the entire agreement between the Parties and replaces any prior application, permit, or understanding between the Market and the City.
16. **Signatures.** Photocopied signatures and signatures transmitted by facsimile or PDF email shall be treated as original signatures to this Agreement, and binding on the Parties.
17. **Effective Date.** The Effective Date of this Agreement shall be August 9, 2021.

Approved by the City of Cashmere

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

Date: \_\_\_\_\_

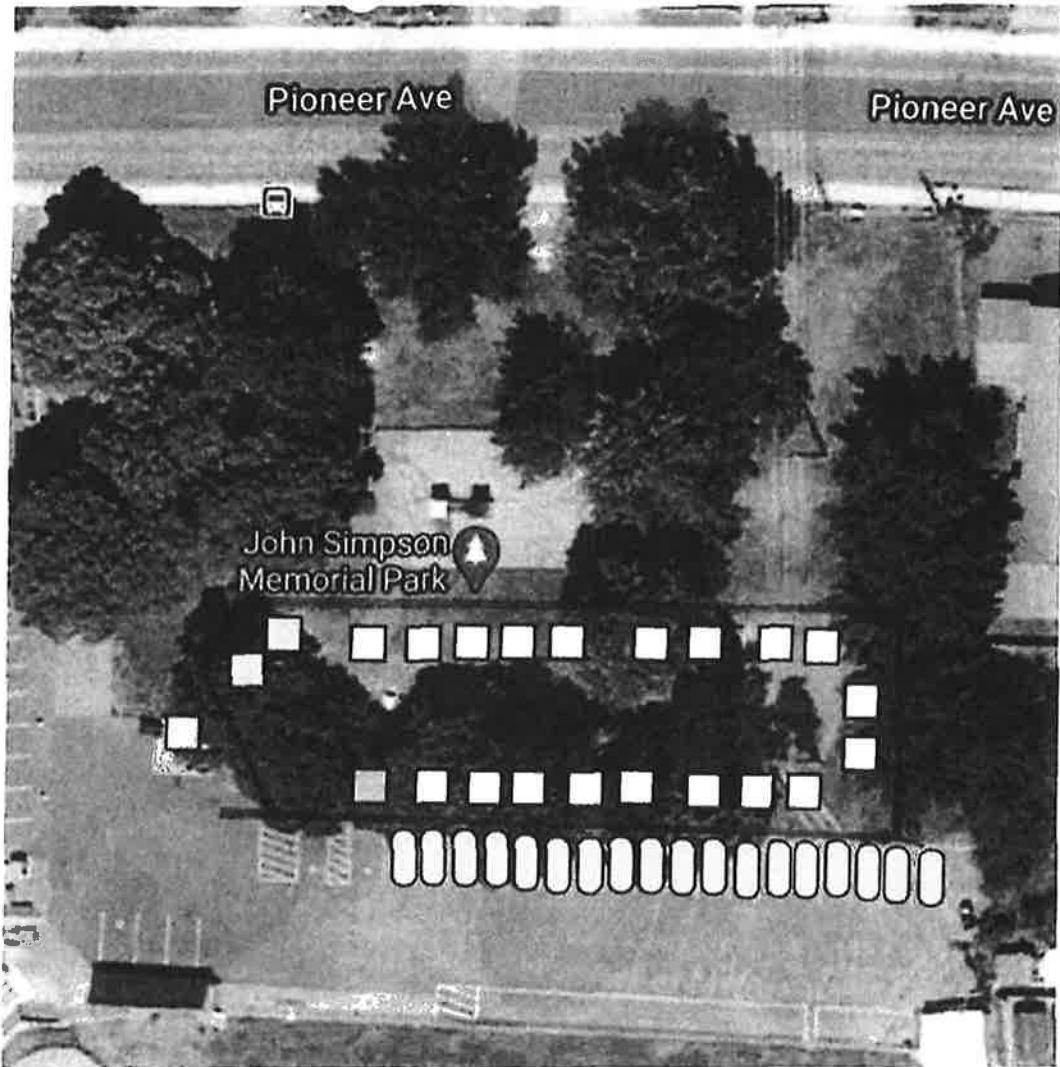
Approved by Leavenworth Community  
Farmers Market d/b/a Cashmere  
Community Farmers Market

\_\_\_\_\_  
Cali Osborne, Market Manager and  
authorized signer

Date: \_\_\_\_\_



EXHIBIT "A"



Area for up to 20 vendors for Farmers Market outlined in red.

## **Cashmere Riverside Center Building Use Agreement**

This Cashmere Riverside Center Building Use Agreement ("Agreement") is made by and between the City of Cashmere ("City"), a Washington municipal corporation, and Gather Leavenworth, LLC ("Contractor"), a Washington limited liability company. The City and Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**1. Riverside Center Building.** The inside and outside areas that are included as property subject to this Agreement are those areas of the Riverside Center Building and property, located at 201 Riverside Drive, Cashmere, Washington identified as "part of the leased premises areas" (collectively the "Center"), as depicted in Exhibit "A" which is attached hereto and incorporated herein by this reference. The Center is solely owned by the City.

**2. Services.** Beginning on the Effective Date, the Contractor will provide the following services at the Center (the "Services"): event consulting, venue management, and event coordination.

**2.1** The Contractor is not required to render the Services personally and may employ others to perform the Services on behalf of the Contractor.

**2.2** The City has no right or power to control or otherwise interfere with the Contractor's mode of effecting performance of the Services under this Agreement. The City's only concern is the result of the Contractor's work, and not the means of accomplishing it.

**2.3** Contractor agrees that its use and occupation of the Center to provide Services will comply with all present and future applicable laws, ordinances, and regulations and that it will not use the Center or allow it to be used for any illegal or unsafe purpose.

**3. Payments and Deposits.** The City and Contractor shall share event funds paid to and earned by Contractor for Services evenly (50% each) pursuant to the "Rates for Center Use" sheet which is attached hereto as Exhibit "B" and incorporated herein by this reference. The Rates for Center Use sheet charges may be increased at any time by mutual agreement between the Mayor of the City and the Contractor.

**3.1** The initial deposits for all events at the Center shall be 50% of the total rate for each event based on the Rates for Center Use sheet. The initial deposits shall be paid to Contractor upon the execution of third-party contracts for Services.

**3.2** Initial deposits paid to Contractor by third-parties shall be held in a dedicated deposit account at an FDIC insured bank acceptable to the City.

**3.3** The remaining deposit balance due equal to 50% of the total rate for each event based on the Rates for Center Use sheet shall be paid to Contractor at least 10 days prior to the scheduled event.

**3.4** Contractor shall provide a ledger and a copy of the deposit account statement to the City Clerk-Treasurer of the City on a monthly basis in a format that identifies the amount of each deposit and which person, event, and event date for which each deposit is being held.

**3.5** Deposits in the dedicated deposit account shall be distributed 50% to the City and 50% to the Contractor following the event or following the cancellation of the event pursuant to the reservation cancellation provision set forth below in Section 3.6.

**3.6** In the event a reservation cancellation occurs more than 9 months prior to the reservation date, deposits paid to Contractor shall be refunded to the third-party depositor. Cancellations within 9 months prior to the event reservation date shall be nonrefundable. In the event Contractor requests the City's permission to refund a deposit when less than 9 months remain prior to a reservation date, the City will not unreasonably withhold this permission. Contractor shall include the refund policy contained in this Section in all of its third-party contracts with deposits for Services. All nonrefundable deposits for canceled events shall be split 50% to the City and 50% to the Contractor following the cancellation.

**4. Term and Termination.** The initial term of this Agreement shall be from September 1, 2021 through midnight on December 31, 2024. The Parties agree to meet before May 31, 2024 to discuss and consider a possible extension of this Agreement.

**4.1** This Agreement is terminable upon ninety (90) days written notice by either Party. Upon notice of termination by either Party, Contractor shall transfer all deposit accounts to the City as soon as practicable, but no later than the end of the ninety (90) day notice period.

**4.2** In the event this Agreement is terminated by either Party, Contractor agrees to transition the operations, contracts, and deposits to the City in a way that effectuates a smooth transition. City and Contractor agree to work together cooperatively upon termination. Nothing in this Section requires the full ninety (90) day notice period to elapse prior to the transfer of deposit accounts and all other necessary transfers to the City, if a sooner transition can be effectuated.

**5. Independent Contractor.** It is understood by the Parties that the Contractor is an independent contractor with respect to the City, and not an employee of the City. The City will not provide benefits, including health insurance benefits, paid vacation, sick leave or any other employee benefits to the Contractor.

The Parties agree that the relationship between the Contractor and the City shall be a non-exclusive one. The Contractor also performs Services for other organizations and/or individuals. The City has no right to further inquire into the Contractor's other activities.

**6. No Set Work Hours.** The Contractor has no set hours of work. There is no requirement that the Contractor work full time or otherwise account for work hours.

**7. Contractor Responsibilities.** Contractor shall operate the Center and take reservations for use of the Center for special events according to this Agreement.

**7.1** Contractor shall take reservations and maintain schedules for the use of the Center for performance of Contractor's Services for events including but not limited to community events, private events or parties, business meetings, and public performances.

**7.2** The City shall be permitted to use the Center, for no charge, for up to 8 public meetings on any Monday through Thursday during each year of the Term when the City provides prior written notice to Contractor and the Center is not otherwise already reserved for an event on the same date. Contractor shall not be required to be present for any such public meeting events and the City shall be responsible for all public meeting event set up and clean up and shall return the Center to the condition it was in prior to the public meeting event by 9:00 a.m. on the morning following the public meeting event.

**7.3** Contractor shall care for and keep in good operating condition all City-owned furniture, fixtures, equipment and appliances. Contractor shall not modify, alter or change any City real estate, fixtures or personal property without prior written authorization by the City Mayor. A list of the City owned and supplied furniture, fixtures, equipment and appliances is attached as Exhibit "C" and incorporated herein by this reference. Contractor shall replace, at Contractor's sole expense, any damaged, lost or destroyed items that are listed on Exhibit "C".

**7.4** Contractor agrees to provide, at Contractor's expense, custodial services (cleaning) after every event in order to leave the space, including picking up trash from restrooms, in as good a condition as it was in prior to the event. City will clean restrooms weekly and will periodically clean other areas of the Center as determined necessary by the City with input from the Contractor. Contractor shall restock the restrooms using toilet paper and soap provided by the City.

**7.5** Contractor shall provide the City with a copy of any contract for Services and related deposit documentation at the Center within 10 calendar days of any City request for this information. This documentation shall at a minimum contain telephone, mail and e-mail contact information, and deposit and payment terms concerning any use of the Center including Contractor performance of Services. Failure of Contractor to timely furnish the requested information shall be a material breach of this Agreement. All Center use applications provided to the City shall be public records.

**7.6** The Contractor may adopt rental operating policies and rules that provide for orderly and safe control of people attending events at the Center, provided, that any such rules are in conformance with Federal, State, and local laws and regulations. All rules shall be provided to the City and are subject to written approval by the Mayor prior to their implementation. Copies of the rules shall be provided to all applicants making reservations with Contractor for use of the Center within 24 hours of reservation. A copy of rules shall be available for review at [www.cashmereriversidecenter.com](http://www.cashmereriversidecenter.com).

**7.7** The Contractor shall not attach or allow users to attach any signs or fixtures to any walls or structural elements inside or outside of the Center without prior written approval from the City Mayor, with the exception that banners and signs will be allowed inside and outside of the facility. Banners shall be tied in place or taped to glass and removed when the event ends.

**7.8** Contractor shall keep the Center and all personal property used by Contractor in its operations at the Center clean and looking nice and presentable and maintained in the condition that the Center and equipment are in as of the Effective Date of this Agreement.

**7.9** The Parties shall be available by cellular telephone and communicate via e-mail or text messaging. All voice messages, e-mails, and/or text messages sent by a Party to the other Party shall be responded to by 3:00 p.m. on the next business day following the communication. Failure of a Party to timely comply with this provision shall be a material breach of this Agreement.

**7.10** No smoking of any kind will be permitted in the Center building.

**7.11** Except for events which occur under Section 7.2, Contractor shall have a representative on site during any event involving: (a) the consumption of alcoholic beverages; or (b) over 100 guests. For all other events, Contractor shall have a representative available by telephone for the duration of the event.

**7.12** Contractor shall treat Center users and applicants for use with respect and in a reasonable business-like manner with due regard for the fact that Contractor's conduct as an independent contractor using the Center to provide Contractor's Services may be viewed by the public as an extension of the City.

**8. City Responsibilities.** The City shall provide maintenance, repair, and janitorial services at the Center as follows:

**8.1** The irrigation system, landscaping, mowing and weeding.

**8.2** Heating air conditioning and electrical systems.

**8.3** Plumbing and fixtures.

**8.4** Repairs to damaged or broken concrete areas.

**8.5** Repairs to all structural elements of the building including windows, doors, latches and closers.

**8.6** Repair or replacement of items damaged by vandals.

**8.7** All interior and exterior lighting fixtures and bulbs.

**8.8** The City will repair and replace items damaged or broken through normal wear and tear and vandalism unrelated to Contractor's use of the Center. The City will not provide maintenance, repair or replacement of damaged items or repairs caused by Contractor or Contractor's authorized users.

**8.9** The City shall provide restroom supplies to include toilet paper and soap.

**8.10** The City shall provide wi-fi to the Center.

**9. Non-Discrimination.** Contractor, its subcontractors, employees, agents, or consultants shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran's status, sexual orientation, or the presence of any disability.

**10. City Access.** The City, its officers, agents, and/or employees shall have access to the Center for the purposes of examining it to ascertain if it is in a safe, sanitary and attractive condition and good repair, and to make repairs, renewals or restorations to the extent required to be made by the City pursuant to this Agreement. During the final year of this Agreement, the City may show the Center to prospective future contractors. Notwithstanding the right of access granted to the Contractor regarding the City property and equipment, no authority is granted herein to restrict the City from said property. Said City access shall not unreasonably interfere with the ability of the Contractor to perform its obligations pursuant to this Agreement. City staff will retain master keys necessary to perform required maintenance and repairs, and one (1) crash bar key, chain gate key, cabinet key and toilet paper dispenser key. City shall notify Contractor by email or text message each time the City enters the Center when Contractor is not present or is not aware that City plans to enter the Center.

**11. Sales Items/Merchandise.** Vending machines or other permanent sales items or merchandise that are not related to event(s) shall be prohibited on the City property inside or outside the Center without the prior written permission of the City Mayor.

**12. Insurance.** Contractor shall maintain, at a minimum, its current Commercial General Liability insurance policy with Liberty Mutual Insurance or another insurance provider acceptable to the City Mayor which contains the following limits:

- a. Each occurrence: \$1,000,000
- b. Damage to Center: \$1,000,000
- c. Medical expense per individual: \$15,000
- d. Personal and advertising injury: \$1,000,000
- e. General aggregate: \$2,000,000
- f. Products- completed operations aggregate: \$2,000,000

Contractor shall name the City as an additional insured on the above-described insurance policy and any replacement policy. Contractor agrees not to cancel its insurance except after 30 days prior written notice to the City.

**12.2** The insurance policy is to contain, or be endorsed to contain, the following provisions for Commercial General Liability Insurance:

Riverside Center Building Use Agreement

8/10/21{CD22440769.DOCX;4/0W834.010006/ }

Page 5 of 11

**12.2.1** The Contractor's Insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

**13. Indemnification.** Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Contractor's use of the Center, or from the conduct of Contractor's business, or from any Services, activity, work or thing done, permitted, or suffered by Contractor in or about the Center, except only such injury or damage as shall have been occasioned by the sole negligence of the City. This obligation of Contractor to indemnify and defend City shall include the obligation to reimburse the City for all attorneys' fees and costs incurred by the City to enforce this indemnification provision.

**14. Third Party Rights.** The City reserves all rights with respect to its property and equipment, including without limitation the right to grant easements, licenses and permits to third parties, subject to the rights granted in this Agreement.

**15. Assignment.** Contractor shall not assign, delegate, transfer, convey, subcontract, or sublet this Agreement or its rights, obligations, or liabilities in whole or in part without the prior written permission of the City Mayor.

**16. Attorneys Fees.** Except as provided in Section 13, 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 attorney's fees.

**17. Law and Venue.** This Agreement shall be construed according to the laws of the state of Washington. Venue for any lawsuit shall be in Chelan County Superior Court.

**18. Amendment.** This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing, approved by the City council and the Contractor and signed by each Party.

**19. Severability.** If any provision of this Agreement or any provision of any document incorporated herein by reference shall be held invalid, said invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision to this extent the provisions of this Agreement are declared to be severable.

**20. Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either Party.

**21. Administration.** This Agreement shall be administered by the Clerk-Treasurer on behalf of the City and by the Managing Member on behalf of Contractor.

22. Signatures. Photocopied signatures and signatures transmitted by facsimile or PDF email shall be treated as original signatures to this Agreement, binding on the Parties.

23. Effective Date. The Effective Date of this Agreement shall be September 1, 2021.

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

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CHELAN )

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

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

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Print Name)

My Appointment Expires: \_\_\_\_\_



Approved by Gather Leavenworth, LLC

By: *Ashley Coffin*  
Ashley Coffin, Managing Member

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CHELAN )

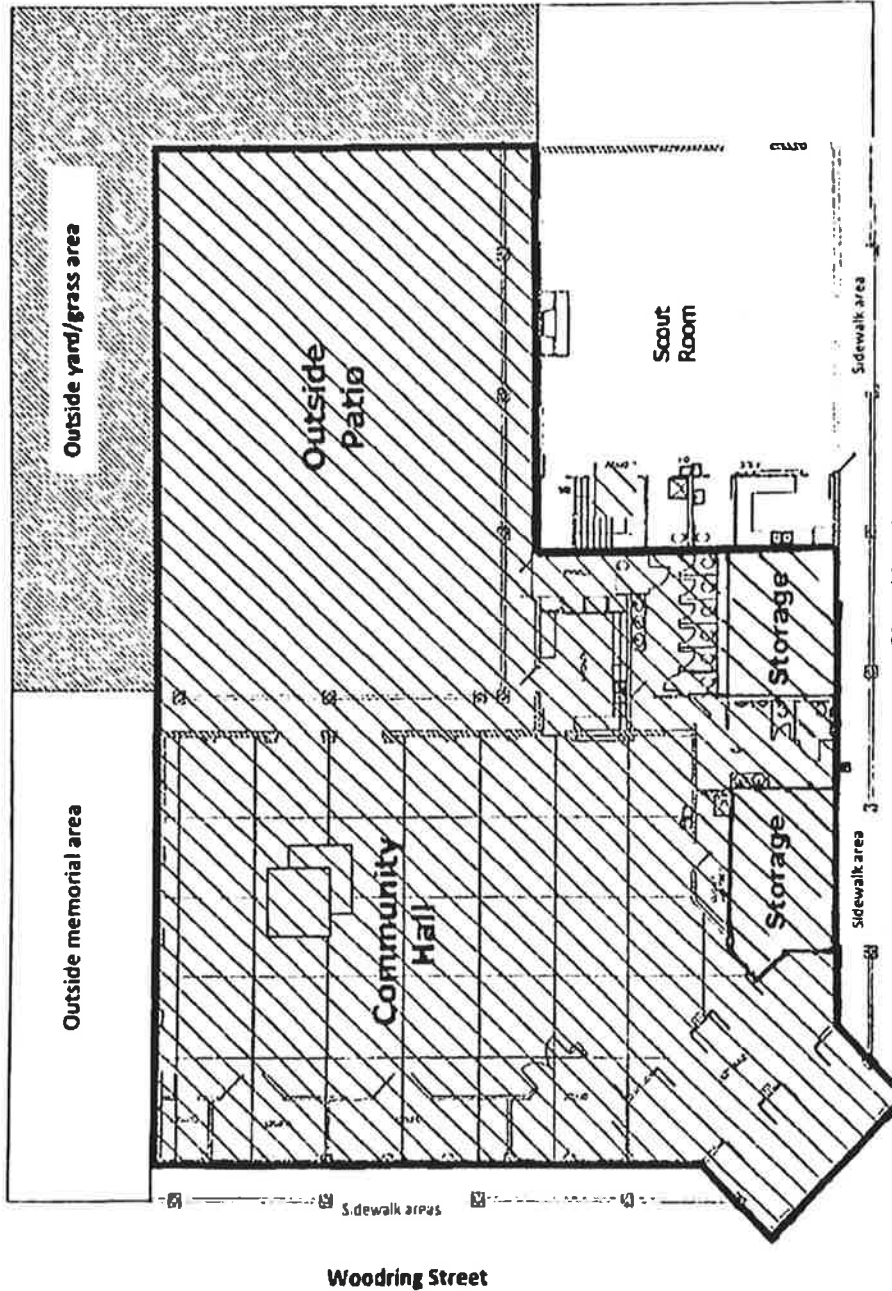
I certify that I know or have satisfactory evidence that Ashley Coffin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as a Managing Member of Gather Leavenworth, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 12<sup>th</sup>, 2021



*[Signature]*  
NOTARY PUBLIC  
Angelica Fernandez  
(Print Name)  
My Appointment Expires: MARCH 4, 2024

**EXHIBIT A**



-  Interior Areas of Riverside Center are part of leased Premises.  
Main Hall 47' x 73' ~ 3,400 sq/ft  
Kitchen 12' x 17' 200 sq/ft
-  Outside yard / grass area is part of leased premises  
Scout room areas in and around the Riverside Center building are not part of the leased Premises

**EXHIBIT B  
Rates for Center Use**

	PEAK MONTHS DAY RATE May-October	OFF SEASON DAY RATE November-April
<b>DAY RATES</b>		
Sunday-Thursday	\$2,000.00	\$1,500.00
Friday & Saturday	\$3,150.00	\$2,650.00
<b>HOURLY RATES</b>		
Monday- Thursday	\$325/hour <i>2 hour minimum</i>	\$275/hour <i>2 hour minimum</i>
<b>SMALL WEDDING PACKAGES</b>		
Elopedments Sunday-Friday <i>10 people or less</i>	\$600.00	
MicroWedding Sunday-Friday <i>30 people or less</i>	\$1,000.00	
<b>DISCOUNTS</b>		
Non-Profit and Governmental Agency Events	50% off daily rates	
Short Notice Events <i>Events booked within 2 months</i>	40% off daily rates	

EXHIBIT C

**CITY OF CASHMERE  
RIVERSIDE CENTER INVENTORY**

Item	Qty	Condition
Tables (72" X 30")	33	Average
Table Caddy (rectangle)	3	Average
60" Round Tables	18	Average
3 folding + 1 smaller round table	4	Average
Table Caddy (round)	2	Good
Folding chairs	250	Average
Chair Caddies	7	Average
Glass Bistro Tables	3	Average - glass is chipped
Stage (16' X 12') 6 sections	1	Average/worn - in outside storage
Piano with dolly	1	Good
Piano bench w/cushion	1	Good
Podium - tabletop	1	Average
Dalite Screen	1	Average
54 Inch Two Door Stainless Steel refrigerator	1	Good
Samsung Stainless Steel dishwasher	1	Good
Frigidaire Stainless Steel Range	1	Top scratched
GE Microwave	1	Good
Metal storage shelf unit in janitor closet	1	Good
Metal storage shelves in outside back storage	2	Good
Window blinds, black opaque	6	Average
Wooden blinds in office	3	Good
Wooden hangers	36	Good
Wrought Iron Benches	4	Good
Wooden Bar	1	Good
Sound System	1	Good
Wireless Mic Mixer	1	Good
Wifi Router/modem	1	Inside storage closet
LCD Projector	1	Good
Trees with Lights	4	Good

Filed for and return to:

City of Cashmere  
Attn: City Clerk-Treasurer  
101 Woodring Street  
Cashmere, WA 98815

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

**Grantor(s):** City of Cashmere, a Washington municipal corporation

**Grantee(s):** Zackary Bourgault and Anna Bourgault, a married couple

**Reference Number(s) of Documents Amended or Released:** N/A

**Abbreviated Legal Description:** Lot 6, Zacher Subdivision P2015-004, Chelan County, Washington, according to the Book of plat thereof recorded July 2, 2018 in Book 35 of Plats, Pages 100 and 101.

**Legal Description:** See attached Exhibit "A"

**Assessor's Parcel Number(s):** 23-19-04-595-011

## KENNEDY ROAD SPECIAL USE PERMIT AGREEMENT

This Kennedy Road Special Use Permit Agreement ("Agreement") is entered into by and between the City of Cashmere, a Washington municipal corporation (the "City"), and Zackary Bourgault and Anna Bourgault, a married couple ("Applicant"). Sometimes the City and Applicant are collectively referred to as the "Parties," or individually as a "Party".

### I. RECITALS

**1.1** The Applicant has applied for a special use permit with the City pursuant to Cashmere Municipal Code ("CMC") Chapter 12.20 for the purpose of using undeveloped City right-of-way known as undeveloped Kennedy Road as a driveway to serve the Applicant's Property, Chelan County Assessor's Parcel No. 23-19-04-595-011, commonly known as 303 Kennedy Road Cashmere, Washington 98815, as described in the application for Special Use Permit No. 2021-01 on file with the City as legally described in Exhibit "A" to this Agreement (the "Property").

1.2 The City Director of Operations recommends approval of the special use permit to the City Council conditioned as described in this Agreement.

1.3 The City and Applicant agree that the terms of this Agreement are a fair and reasonable alternative to requirement by the City for the Applicant to complete construction of full or half street right-of-way improvements to serve the proposed single-family development of the Property.

## II. AGREEMENT

Now, therefore, the City and Applicant agree as follows:

2.1 **Recitals**. The above Recitals are hereby incorporated by this reference, as if set forth in full herein.

2.2 **Warranty of Title**. The Applicant warrants that the Applicant is the owner of the Property.

2.3 **Special Use Permit Granted**. The Applicant is provided non-exclusive use of a portion of undeveloped Kennedy Road for the purpose of installing and using a driveway to serve the single-family residence to be constructed by the Applicant on the Property. The portion of Kennedy Road to be used by the Applicant pursuant to the terms of this Agreement is the area identified as "N 73 18' 20 W 493.66'", located between Kennedy road and Spring Street, on the April 27, 2018 Zacher Subdivision Plat P2015-004 recorded under Chelan County Auditor's File No. 2480541 and on file with the City in Special Use Permit File No. 2021-01. The final location of the driveway shall be identified with an as-built survey provided by a licensed land surveyor and shall be a maximum of twenty (20) feet in width and may extend approximately 493.66 feet from the eastern edge of the gravel portion of Kennedy Road to the southeast corner of the Property where it abuts Spring Street.

2.4 **Non-exclusive Use**. The Applicant's use of the undeveloped City right-of-way pursuant to this Agreement shall be non-exclusive. Following construction of the Applicant's driveway, the use of the driveway shall not be exclusive to the Applicant.

2.5 **Term and Termination**. The Term of this Agreement shall be perpetual, but this Agreement may be terminated by the City in the event the Applicant fails to comply with the terms of this Agreement. In the event the City, or others with the permission of the City, construct improvements to the public right-of-way where the Applicant's driveway will be located pursuant to this Agreement, the Applicant shall be permitted to continue to use the right-of-way area as a driveway to the Applicant's Property until such time as the right-of-way improvements are completed. After completion of the right-of-way improvements to the then applicable City standards, the City and the Applicant may terminate this Agreement in writing.

If the Applicant ceases to use the right-of-way to access the Applicant's Property, the Applicant may apply to the City to terminate this Agreement and the City shall not unreasonably withhold consent to the Applicant's request. The Applicant shall pay the cost of preparing and recording termination of this Agreement if the Agreement is terminated by the Parties.

**2.6 Vacation of Right-of-way.** The City will not vacate the right-of-way where the Applicant's driveway is located during the Term of this Agreement, without the express written consent of the Applicant.

**2.7 Maintenance and Repair of Driveway.** Public utilities may currently be located or may in the future be installed within the right-of-way where the Applicant's driveway will be constructed. The City and other public utility providers using the right-of-way shall be required by the City to repair any parts of the driveway removed or damaged during maintenance, repair, or installation of public utilities, but shall have no obligation to make any other repairs to the improvements that may be placed in the City right-of-way by the Applicant.

**2.8 Insurance.** During the Term of this Agreement, the Applicant shall maintain premises liability insurance in a form and with an insurance provider acceptable to the City with aggregate limits of not less than one million dollars per occurrence and per claimant which insurance shall identify the City as an additional insured. The Applicant shall provide the City with a Certificate of Insurance within 30 days following the Effective Date of this Agreement and annually thereafter. The City may increase the limits of liability required by this provision by no greater than fifteen percent one time every ten years beginning January 1, 2031.

**2.9 Indemnification.** All use of the City right-of-way pursuant to the terms of this Agreement shall be at the sole risk of the Applicant and the Applicant agrees to indemnify the City and hold it harmless against any and all claims, demands, expenses, costs and judgments arising from the loss of or damage to improvements on the Property or injury to or death of any person or persons occurring directly or indirectly from the Applicant's use and/or maintenance of the right-of-way improvements during the Term of this Agreement. The Applicant shall also be responsible for the payment of all fees, costs, and expenses reasonably incurred by the City in defending the City against any claim or action identified in this indemnification provision.

**2.10 Compliance with Laws.** The Applicant agrees to comply with all federal, state and local laws and regulations pertaining to the Applicant's use of the City right-of-way pursuant to this Agreement.

**2.11 Construction of Improvements.** No improvements shall be constructed or maintained within the City right-of-way except as specifically identified in this Agreement or hereafter agreed to by the Parties in writing.

**2.12 Fees.** The Applicant shall pay the City a one-time non-refundable fee of \$1,500.00 dollars prior to approval of this Agreement by the City and annually, beginning on or

{KXS2441666.DOCX;1/0W834.190013/ }

SPECIAL USE PERMIT

Page 3 of 7

before July 1, 2022, and each year thereafter, shall pay the City a special use permit fee of \$100.00 dollars during the Term of this Agreement. The annual special use permit fee may be adjusted by resolution of the City Council from time to time but shall not be increased more than four percent in any one year during the Term of this Agreement.

**2.13 Covenant for Quiet Use.** Nothing contained in this Agreement shall imply or import a covenant on the part of the City for quiet enjoyment, and the City shall have no obligation to intervene in any dispute between the Applicant and third parties who may use the Applicant's improvements constructed within the City right-of-way.

**2.14 Access Rights.** The City, and its successors and assigns, shall have the perpetual right at all times to enter upon the right-of-way where the Applicant's driveway is located for all purposes deemed necessary by the City.

**2.15 Unauthorized Activities.** Any activities by the Applicant not specifically identified and authorized herein shall constitute a violation of the terms and conditions of this Agreement, which may result in the termination of this Agreement by the City.

**2.16 Notices.** Any notices to be given hereunder by either Party may be affected either by personal delivery, in writing, or by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated as of actual receipt, mailed notices shall be deemed communicated three days following the date of mailing. All notices shall be sent to the following address, unless actual notice in writing of a different address for notices is received by the other Party.

If to the City:               City of Cashmere  
                                      Attn: Director of Operations  
                                      101 Woodring Street  
                                      Cashmere, WA 98815

If to Applicant:             Zackary Bourgault and Anna Bourgault  
                                      2373 Albin Drive  
                                      Entiat, WA 98822

**2.17 Attorney's Fees.** In any action brought by either Party arising out of the existence of or to enforce or interpret this Agreement, the substantially prevailing Party shall, in addition to such other award and judgment entered by the court, be entitled to an award of reasonable attorney's fees and costs against the non-substantially prevailing Party.

**2.18 Venue.** Venue for any legal action arising out of this Agreement shall be in the Superior Court of the State of Washington in and for Chelan County.



**2.19 Recording-Successors and Assigns.** This Agreement shall be recorded by the City with the Chelan County Auditor, shall run with the Property, and shall be binding on the successors and assigns of the Parties.

**2.20 Entire Agreement.** This Agreement contains the entire Agreement between the Parties concerning the Applicant's use of the City right-of-way identified herein to serve the Applicant's Property with a driveway and this Agreement may only be modified by a subsequent written agreement signed by the Parties.

**2.21 Effective Date.** The Effective Date of this Agreement shall be the date it is approved by the City Council.

APPROVED BY THE CITY COUNCIL OF THE CITY OF  
CASHMERE, WASHINGTON AT AN OPEN PUBLIC  
MEETING THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

By: \_\_\_\_\_  
MAYOR JAMES FLETCHER

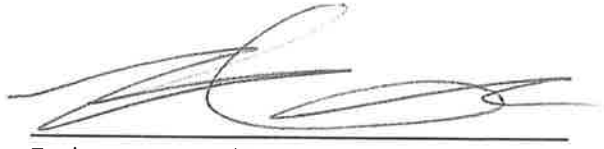
STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF CHELAN     )

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

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

\_\_\_\_\_  
NOTARY PUBLIC  
\_\_\_\_\_  
(Print Name)  
My Appointment Expires: \_\_\_\_\_

APPROVED BY APPLICANT:



Zackary Bourgault

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CHELAN )

I certify that I know or have satisfactory evidence that Zackary Bourgault is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 8/13/2021



Connie M Hansen

NOTARY PUBLIC

Connie M Hansen  
(Print Name)

My Appointment Expires: 1/7/2024

APPROVED BY APPLICANT:

*Anna Bourgault*

Anna Bourgault

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CHELAN )

I certify that I know or have satisfactory evidence that Anna Bourgault is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 8/13/2021



*Connie M Hansen*  
NOTARY PUBLIC

*Connie M Hansen*  
(Print Name)

My Appointment Expires: 1/7/2024

**EXHIBIT "A"**

PARCEL NO. 231904595011

Lot 6, Zacher Subdivision P2015-004, Chelan County, Washington, according to the plat thereof recorded July 2, 2018 in Book 35 of Plats, Pages 100 and 101.

TOGETHER WITH all appurtenances belonging thereto.

**INTERLOCAL LAW ENFORCEMENT SERVICE AGREEMENT**

**CITY OF CASHMERE**

**2022 - 2025**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the County of Chelan, a legal subdivision of the State of Washington, hereinafter referred to as the "County", having its principle place of business located at 400 Douglas St, Suite 201, Wenatchee, Washington, and the City of Cashmere, a municipal corporation of the State of Washington, hereinafter referred to as the "City", having its principle place of business located at 101 Woodring Street, Cashmere, Washington, 98815, and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement functions within its boundaries by the Sheriff, and,

WHEREAS, the County is agreeable to rendering such services on the terms and conditions hereinafter set forth, and,

WHEREAS, such contracts are authorized and provided for by the provisions of Chapter 39.34 RCW. Pursuant to RCW 39.34.080, one or more public agencies may contract with one another to perform governmental services which each itself is authorized to perform;

NOW, THEREFORE, it is agreed as follows:

**ARTICLE 1 - PURPOSE**

1.1 Purpose. The County agrees, by and through its Sheriff, to provide law enforcement services within the corporate limits of the City.

1.2 Municipal Authority. The City hereby confers municipal police authority on the County's employees who will provide Law Enforcement Services.

## **ARTICLE 2 - LAW ENFORCEMENT SERVICES**

2.1 Law Enforcement Services. Such services shall encompass the duties and functions of the type within the jurisdiction of and customarily rendered by the Sheriff of the County and the Police Chief of the City under the laws of the State of Washington.

2.2 Such services shall include the enforcement of statutes of the State of Washington and the municipal ordinances of the City, as are enforced by the Sheriff within unincorporated territory of said County and the Police Chief of the City.

2.3 Such Services shall include the designation of a Chief Executive Law Enforcement Officer, or Police Chief of the City pursuant to RCW 35A.12.020, effective January 1, 2022. The Sheriff or his/her designee will be the assigned Police Chief, consistent with the laws of the State of Washington.

2.4 Such services shall include a minimum of **2.5 fulltime employee (FTE)** deputies assigned and scheduled to the City of Cashmere. Said personnel will provide patrol within the city 7 days a week.

2.5 Such services shall include: support services defined in Article III below, property/records management and retention in relationship to public safety and enforcement issues.

## **ARTICLE 3 - OTHER SERVICES**

3.1 Support services will consist of:

A. Investigation services by the detectives division, investigating such crimes as major crimes (felony), drug offenses, fraud and such reports as missing persons, vice and major collisions. These detectives are supported by the patrol function as well as the crime scene analysis, crime laboratory, polygraph, identification and evidence control.

B. Special Operations services such as canine, SWAT, search and rescue, bomb disposal, aviation, marine, dive, and narcotics.

C. Emergency operations and home land security not covered by separate agreement.

3.2 Administrative services include planning and statistics, crime analysis,

subpoena control, training, weapons permits, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, inspections/internal investigations and other services provided by other county departments in support of the Chelan County Sheriff.

3.3 Dispatch communications services shall be provided by RiverCom. RiverCom services are provided through Interlocal agreement with Chelan County. The City of Cashmere shall pay its share of RiverCom costs based upon calls for service within the city limits of Cashmere.

#### **ARTICLE 4 - PERSONNEL**

4.1 The rendition of such services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain in the County.

4.2 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County Deputy and employee engaged in performing any such service and function shall be deemed to be an officer of said City while performing service for said City, which service is within the scope of this Agreement and is a municipal function.

4.3 The level, degree and type of city services and the number of positions assigned to those services shall be determined by the Sheriff or his/her designee, after consultation with the City. In the event of an emergency as determined by the Sheriff which results in the staffing level being less than described in this agreement, the County will make every effort to minimize the impact to staffing levels within the City. While the Sheriff controls the employees, standard of performance, discipline, and all other aspects of performance of the employees assigned to provide Law Enforcement Services, the City may submit comments thereon to the Sheriff.

#### **ARTICLE 5 - EQUIPMENT**

5.1 The County shall furnish and supply all necessary equipment, communication facilities and vehicles and supplies necessary to maintain the level of service to be

rendered hereunder, and shall pay all salaries and employee benefits and other costs in connection therewith.

5.2 Computers. The county will provide mobile data computers to assigned Deputies. The computers will assist the Deputies with computer aided dispatching and records management.

5.3 Special supplies. The city will supply at its own cost and expense any special supplies, stationary, notices, forms, and like where such must be issued in the name of the City.

5.4 The County shall provide an emergency communications frequency 155.370 (LERN). This frequency is to be used for emergency situations only. The County will maintain control of this frequency.

5.5 The City shall furnish office and storage space pursuant to separate lease, the term of which shall be the same as this agreement for law enforcement services.

#### **ARTICLE 6 - COMPENSATION**

6.1 The City shall pay to the County the following amounts for said police protection and law enforcement services to be paid in quarterly installments, each installment payable in advance on or before the thirtieth day of each quarter. Said payment shall be credited in full as revenue to the Sheriff's department in the Chelan County budget. Costs are determined by number of FTE's.

6.1.1	Year 2022	\$ 519,938
6.1.2	Year 2023	\$ 541,203
6.1.3	Year 2024	\$ 562,468
6.1.4	Year 2025	\$ 583,734

6.2 The City shall pay to the County for dispatch services those amounts required by RiverCom for services provided within the City limits. RiverCom Costs will be determined annually prior to the beginning of each year. The City shall pay quarterly installments, each installment payable in advance on or before the fifteenth day of each quarter.



6.2.1 Year 2022	\$ ____ TBD ____
6.2.2 Year 2023	\$ ____ TBD ____
6.2.3 Year 2024	\$ ____ TBD ____
6.2.4 Year 2025	\$ ____ TBD ____

6.3 Discretionary Overtime. The City shall also pay to the County those overtime expenses for regular deputies (excluding reserves and/or volunteers) incurred by the County for the following, to-wit:

- (a) Planned, advertised special events created by the city that require additional Sheriff's Office personnel assigned to the City, after notice to the Sheriff.

**ARTICLE 7 - REPORTING**

7.1 Such services shall include a regular report of public safety issues within the city and region. Separate reporting districts consisting of incorporated and unincorporated areas will be maintained to enable accurate data collection on law enforcement services provided and call for service activity.

7.2 A representative of the Sheriff's Office shall make a report to the City Council either monthly or quarterly as requested by the City. The report shall include the following as it pertains to operations in the City of the preceding month or quarter.

- (a). Calls for service;
- (b). Violations, title 46;
- (c). Field Interviews;
- (d). Total number of hours spent by deputies and reserve deputies patrolling with the City limits;
- (e). Total number of hours spent on foot patrol in the City's downtown core;
- (f). Total number of hours spent on bike patrol within the City limits;
- (g). Total number of training hours of assigned personnel;
- (h). Number of felony/misdemeanor crimes committed within the City.

7.3 In addition to the information included in the above stated reports to the City Council, the Sheriff's Office shall provide the following information related to crime within the City on an annual basis for the purpose of measuring the effectiveness for crime control services:

(a). Prevention of crime: Number of reported crimes within the City by type of crime (including categories to represent property crimes and crimes against person).

(b). Apprehension of offenders: Percentage of reported crimes which are ultimately "cleared," whether by arrest, recovery of stolen property or other "exception".

7.4 The county will notify the city of a significant unusual occurrence within the City, in a timely manner. The order of contact will be the Mayor, Mayor Pro-tem.

## **ARTICLE 8 - PLANNING**

8.1 The County and City will develop a multi-year police services plan. The plan will document the long term vision of the county and city for police services; to include departmental missions and goals. With an ability to identify strategic goals for accomplishing the vision; the plan will be action oriented with a strong emphasis on achieving practical outcomes. The plan will outline the goals and operational objectives of the future of police services. It will be the goal to guide the City and County into a continual program of improvement. The plan will address activities based on, but not limited to, anticipated workloads, population trends, staffing levels, community needs, capital improvement and equipment needs. This direction should provide the members of the police services of the County and City a set of expectations and issues to guide their activities toward common goals and objectives. The content of this plan will be evaluated on a continual basis to insure that our objectives parallel with trends observed in the City, County, State and Nation.

## **ARTICLE 9 - AGREEMENT ADMINISTRATION AND TERMINATION**

9.1 Unless sooner terminated as provided for herein, this Agreement shall take effect on the first day of January, 2022 at 12:00 a.m. and shall terminate at midnight on the 31st day of December, 2025.

9.2 This Agreement may be terminated by either Party for any reason upon six (6) month's advance written notice given to the other Party; provided no termination shall be effective until December 31st of any year following six months after the notice of termination is given. For example, if notice of termination is provided on August 1, 2022, the Agreement shall not terminate until December 31, 2022. If notice of termination is provided on June 1, 2022, then the Agreement shall terminate effective December 31, 2022.

9.3 Termination Transition Plan: Upon the provision of a written notice of termination, the parties shall establish a written plan for orderly transition of law enforcement services from the county to the city, or the city's designee. Said plan shall address all issues related to the transition of law enforcement services including without limitation, personnel, conveyance of capital equipment, workload and assignment of transition tasks. Upon termination, all equipment shall remain the property of the party that purchased it unless an express agreement to purchase and transfer ownership is reached between the parties. Each party shall bear its own cost in developing said plan.

9.4 Notice. The contract personnel for each party hereto, for notices required hereunder, audits, inspections and enforcement of this Agreement are designated as follows:

Chelan County Sheriff, or designee	City of Cashmere Mayor, or designee
401 Washington Street Level 1	101 Woodring Street
Wenatchee, WA 98801	Cashmere, WA 98815

9.5 Automatic Renewal: Subject to the termination provisions herein, if no new express agreement is reached before the end of the term, this Agreement shall automatically renew for successive one-year periods, on substantially the same terms and conditions as contained herein, except that the annual costs due and owing by City stated in

Subsections 6.1 and shall automatically increase by 5% for each year of automatic extension.

#### **ARTICLE 10 - INDEMNIFICATION.**

10.1 The County shall indemnify, defend and hold harmless the City, its elected and appointed officials, employees and agents from and against any loss or claim for damages of any nature whatsoever, arising out of the provision of Law Enforcement Services provided pursuant to the provisions of this agreement, except to the extent such damages are caused by the negligent or willful act or omission of the City, its elected or appointed officials, officers, employees, agents, or a third party. Nothing herein shall be deemed to constitute a waiver by the County of its immunity pursuant to Title 51 RCW.

10.2 The City shall indemnify, defend and hold harmless the County, its officers, agents, appointed and elected officials and employees, from any loss or claim for damages of any nature whatsoever, arising out of any negligent or willful act or omission of the City, its elected or appointed officials, officers, agents, or employees.

#### **ARTICLE 11 - AGREEMENT OVERSIGHT**

11.1 The City and County may agree to establish an oversight committee consisting of the chief executive officers or their designees; the Sheriff or his/her designee, the County Commissioners or their designee, and the Mayor or his/her designee.

11.2 If established, at the request of the Mayor or the Sheriff, the Committee may meet at least annually to ensure the parties of this agreement comply with the provisions set forth by the agreement, including administration of the agreement and management of the services provided.

11.3 In addition the committee shall review personnel, training and standards and may make recommendations to the County and City for improvement or recognition.

11.4 If there is an operational problem or agreement dispute the committee may review and attempt to resolve the problem or dispute. If the committee is unable to resolve the problem or dispute, this agreement shall be construed in accordance with the laws of the State of Washington.

11.5 The Oversight Committee is responsible for proposing amendments to this agreement, which could then be agreed by the City and County legislative bodies.

## **ARTICLE 12 - DISPUTES**

12.1 Dispute Resolution Process: In case of a dispute over the performance or meaning of the provisions of this Agreement which has not been resolved through discussion between the Parties, said dispute shall be submitted to a Dispute Resolution Board consisting of three individuals; one appointed by each party and the third selected by the two initial members. Said board shall decide matters by majority vote. If either Party is not satisfied with the result, it may utilize any other remedy to which it may be entitled at law or in equity.

## **ARTICLE 13 - PAYMENT AND INSURANCE**

13.1 Invoicing by the County. The County shall provide separate invoices to the City by the first day of January, April, July, and October for the Base Service Fee and Rivercom dispatch costs based upon calls for service within the city limits of Cashmere for the first, second, third and fourth quarter, respectively, and for the Discretionary Overtime Fee for the second, third, fourth and first quarters, respectively. Such invoice shall also reflect appropriate credits for payments to be made by the County to the City for each such quarter, as set out in other sections of this Agreement.

13.2 Payment. City shall pay the Service Fee invoiced by the County on or before the thirtieth day of January, April, July and October, respectively.

13.3 Overdue Payments. If any portion of the Service Fee is not paid by the City when due, the unpaid balance shall bear interest thereon from the date such payment was due to the date of receipt of payment at the rate of twelve percent (12%) per annum.

13.4 Insurance City. The City shall maintain at all times during the term of this Agreement a general liability insurance policy, or other comparable coverage, with a self-insured retention of no more than \$500,000, and a policy limit of no less than \$2,000,000.

13.5 Insurance County. The County shall maintain at all times during the term of this Agreement a general liability insurance policy, or other comparable coverage, with a self-insured retention of no more than \$500,000 and a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 aggregate limits. An insurance certificate or equivalent evidencing the required coverage shall be furnished to the City upon request.

#### **ARTICLE 14 - MISCELLANEOUS**

14.1 Entire Agreement. This Agreement represents the entire and integrated Agreement between the City and the County and supersedes all prior negotiations, representations or agreements, either written or oral.

14.2 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.

14.3 Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any acts contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

14.4 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 Chelan County Superior Court.

14.5 Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this

Agreement are severable and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

14.6 Non-discrimination. The County and City certify that they are Equal Opportunity Employers. The County has developed and implemented affirmative action programs in accordance with the guidelines in revised order 4 of the United States Department of Labor. If required, the City will develop and implement affirmative action programs that meet the applicable federal standards.

14.7 Attorney's Fees and Costs. Each Party shall bear its own attorney's fees and costs in the resolution of a dispute or litigation.

14.8 A copy of this Agreement shall be filed with the Chelan County Auditor's Office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the City of Cashmere by vote of the City Council, approved this Agreement, and the County of Chelan by vote of its Board of County Commissioners has approved this Agreement on the day and year first above written.

CITY OF CASHMERE

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

CHELAN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

APPROVED:

By: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chelan County Sheriff



## Lease Agreement for Storage and Office Facilities

Cashmere

2022-2025

This Lease, is made and entered into as of the 9<sup>th</sup> day of August, 2021, by and between Chelan County, by and through the Board of Commissioners and Sheriff, (Lessee), whose address is 400 Douglas Street, Suite 201 Wenatchee, WA 98801, and the City of Cashmere, (Lessor), whose address is 101 Woodring Street, Cashmere, WA 98815.

WITNESSETH the parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. Whereas the Lessor, Cashmere, and Lessee, Chelan County, are participants in a law enforcement services contract effective for the years 2022 through 2025, whereby the Sheriff provides Cashmere with law enforcement services.
2. Lessor hereby leases to the Lessee the following described premises: space in the buildings and parking lot located at 101 Woodring St, Cashmere, WA, owned by the City of Cashmere, situated on Assessor's parcel number 23 19 04 930 236, and otherwise legally described as Plat of Woodring, Block 2, Lots 28 through 32. Said building and parking spaces consisting of portions of the first and second floors of Lessor's City Hall and the Lessor's garage as depicted by the shaded areas including descriptions shown on Exhibit A (attached and incorporated herein) to be used exclusively for Sheriff's office needs, equipment, and vehicle storage, and other uses at the discretion of the Sheriff.

3. To have and hold the premises with their appurtenances for the term beginning the 1<sup>st</sup> day of January, 2022 and ending the 31<sup>st</sup> day of December 2025. Rent due to Cashmere from the Sheriff shall be paid in monthly installments, payable by the 15<sup>th</sup> day of each month.

Beginning on January 1, 2022 the annual rent will be \$40,715; and

Beginning on January 1, 2023 the annual rent will be \$42,381; and

Beginning on January 1, 2024 the annual rent will be \$44,046; and

Beginning on January 1, 2025 the annual rent will be \$45,711.

It is intended that this lease agreement shall be in effect during the same period that the law enforcement services contract is in effect.

4. The parties are authorized pursuant to RCW 39.34 to enter into this Agreement for Lease between municipal corporations. Lessee shall not assign this Lease and shall not sublet the premises.

5. The Lessor shall furnish to the Lessee, during the occupancy of the premises, under the terms of this Lease, as part of the rental consideration, the following:

Office and storage areas, parking and all utilities, excluding telephone.

6. Lessor shall, unless herein specified to the contrary, maintain the premises in good repair and tenable condition during the continuance of this Lease, except in case of damage arising from the acts or the negligence of the Lessee's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at any reasonable time, but only after 24 hour notice to Lessee, to enter and inspect the premises and to make any necessary repairs to the building.

7. The Lessee shall have the right during the existence of this Lease, to make alterations, attach fixtures, and erect additions, or structures or signs, in or upon the premises hereby leased, which fixtures, additions or structures so placed in or upon or attached to the said premises shall be and remain the property of the Lessee and may be removed there from by the Lessee upon the termination of this Lease.

8. In the event the leased premises are destroyed or injured by fire, earthquake or other casualties so as to render the premises totally or partially unfit for occupancy, or the Lessor neglects, refuses, or is unable to restore said premises to their former condition, then the Lessee may terminate this Lease, but Lessor shall not be required to provide alternate premises.

9. It is understood that no guarantees, express, or implied, representations, promises or statements have been made by the Lessee or Lessor unless endorsed hereon in writing.

10. The Lessee shall not sublet or assign the premises nor allow any other person or business to use or occupy the premises without the prior written consent of the Lessor.

11. Upon default in any term or condition of this Lease, the Parties shall have the right to undertake any or all other remedies permitted by law.

12. This Lease shall be binding upon, and inure to the benefit of, the parties, their heirs, successors, and assigns.

13. Upon termination of the law enforcement services agreement between the Parties, this Lease shall terminate automatically.

APPROVED BY the City Council of the City of Cashmere at an Open Public Meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF CASHMERE

By: \_\_\_\_\_  
JIM FLETCHER, Mayor

ATTEST:

\_\_\_\_\_  
KAY JONES, City Clerk

APPROVED BY the Chelan County Sheriff  
On the 16<sup>TH</sup> day of AUGUST, 2021.

By: [Signature]  
Brian Burnett, Sheriff

APPROVED BY  
Chelan County Board of Commissioners

on the 9<sup>th</sup> day of August, 2021.

[Signature]  
BOB BUGERT, Chairman

\_\_\_\_\_  
KEVIN OVERBAY, Commissioner

By: [Signature]  
TIFFANY GERRING, Commissioner

ATTEST:

[Signature]  
Carlye, Baily, Clerk of the Board



Exhibit A-Map of Cashmere City Hall, Floors One and Two  
101 Woodring St, Cashmere, WA 98815  
Leased spaced is indicated by shaded areas

**Cashmere City Hall**

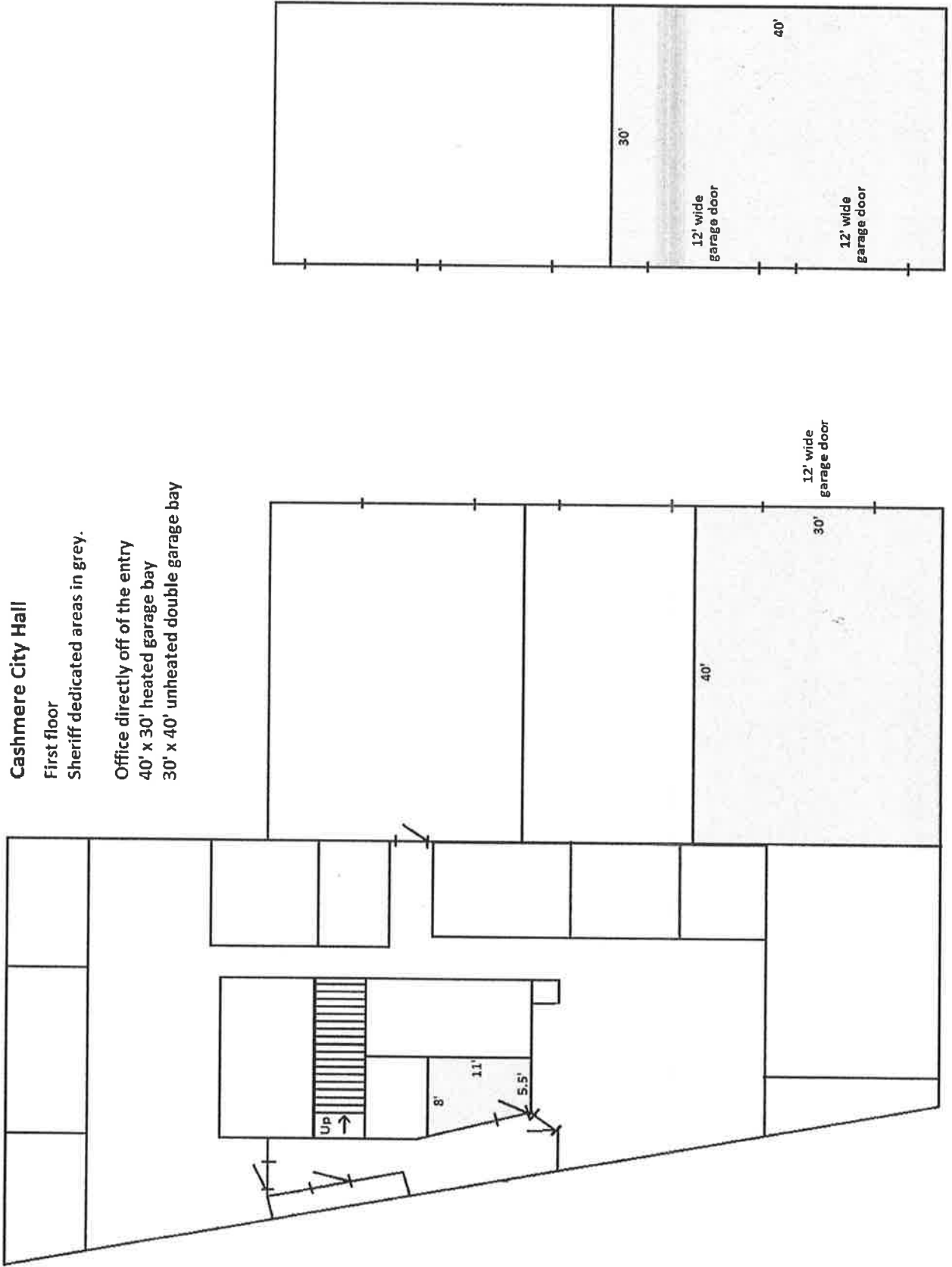
First floor

Sheriff dedicated areas in grey.

Office directly off of the entry

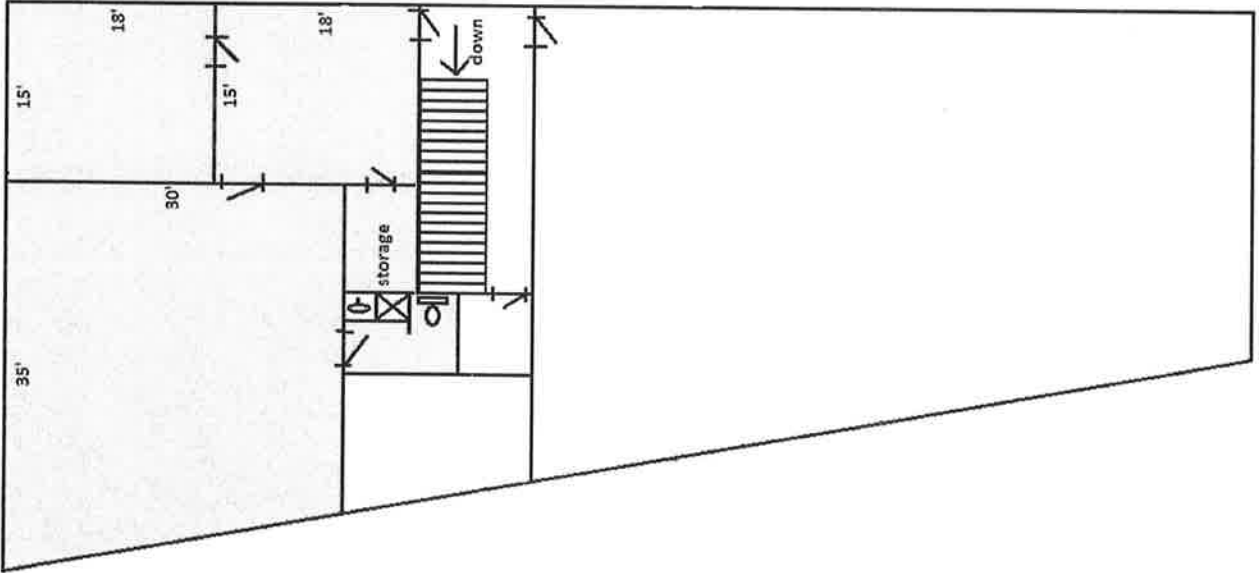
40' x 30' heated garage bay

30' x 40' unheated double garage bay



**Cashmere City Hall**  
Second floor  
Sheriff dedicated areas in grey.

Three rooms  
Storage closet  
Bath room





**Washington State  
Department of Transportation**

<b>Supplemental Agreement Number 1</b>		Organization and Address RH2 Engineering, Inc., 300 Simon Street SE, Suite 5 East Wenatchee, WA 98802	
Original Agreement Number		Phone: 509-886-2900	
Project Number HLP-SR19(012)	Execution Date	Completion Date December 31, 2023	
Project Title Pioneer Avenue Safe Routes to School	New Maximum Amount Payable \$35,203.19		
Description of Work  Services During Construction			

The Local Agency of City of Cashmere  
 desires to supplement the agreement entered in to with RH2 Engineering, Inc.  
 and executed on 6/17/2020 and identified as Agreement No. \_\_\_\_\_

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.  
 The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:  
 Refer to Exhibit B - Scope of Work.

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days  
 for completion of the work to read: December 31, 2023

**III**

Section V, PAYMENT, shall be amended as follows:

Refer to Exhibit C - Fee Estimate.  
 Refer to Exhibit D - Negotiated Hourly Rates of Pay.

as set forth in the attached Exhibits, and by this reference made a part of this supplement.  
 If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate  
 spaces below and return to this office for final action.

By: Paul R. Cross - Executive Vice President

By: \_\_\_\_\_

Consultant Signature

Approving Authority Signature

\_\_\_\_\_  
Date

**Exhibit A**

	<b>Basic Agreement</b>	<b>Supplement #1</b>	<b>Total</b>
Direct Salary Cost	\$5,757.05	\$4,380.03	\$10,137.08
Overhead (Including Payroll Additives)	\$10,854.35	\$8,122.78	\$18,977.13
Direct Non-Salary Costs	\$1,576.90	\$964.10	\$2,541.00
Fixed Fee	\$2,014.97	\$1,533.01	\$3,547.98
<b>Total</b>	<b>\$20,203.27</b>	<b>\$14,999.92</b>	<b>\$35,203.19</b>



**EXHIBIT B**  
**Scope of Work**  
**Supplemental Agreement No. 1**  
**City of Cashmere**  
**Pioneer Avenue Safe Routes to School**  
**Services During Construction**  
July 2021

---

## **Background**

This Scope of Work describes tasks to be performed for providing engineering services during construction for installing Rapid Rectangular Flashing Beacon (RRFB) signs, and Americans with Disabilities Act (ADA) compliant ramps at various locations along Pioneer Avenue in Cashmere, Washington in accordance with the plans prepared by RH2 Engineering, Inc., (RH2). RH2 will work with the City of Cashmere (City) to perform these services during construction. As the Certified Agency to administer the funds for this project, any changes to the plans or this agreement during construction requires Washington State Department of Transportation (WSDOT) concurrence.

## **Task 5 – Services During Construction**

**Objective:** Provide construction observation and contract administration services for the Pioneer Avenue Safe Routes to School project.

### **Approach:**

- 5.1 Attend Pre-Construction Conference – Prepare for and provide an agenda and meeting minutes for the pre-construction conference. Attend the pre-construction conference, to be held at RH2, with the RH2 project manager and one (1) RH2 observer. Provide additional copies of the plans and specifications in accordance with the construction documents.
- 5.2 Review Submittals – Review submittals for up to ten (10) materials (Qualified Product Lists (QPLs), Request(s) for Approval of Materials (RAMs), manufacturer certificate of compliance, mix designs, and shop drawings) in accordance with the project plans and specifications. Maintain the RAM on a weekly basis during construction. Prepare and maintain the Record of Material (ROM) in Microsoft Excel format.
- 5.3 Provide one (1) engineer for an average of one (1) hour per day for thirty (30) working days.
  - a. Monitor and document the construction contractor’s daily operations through daily reports and photographs of the construction progress.
  - b. Collect item quantity tickets (IQTs) and measurements of items to be used in preparing the pay estimates.
  - c. Address technical issues and questions onsite.
  - d. Collect and maintain records for utilities, earthwork, surfacing, concrete, asphalt, and traffic control items. Maintain the project ledger for payment of construction contract items.

- 5.4 Respond to Requests for Information (RFIs) and Questions – Address technical issues and respond to construction contractor questions that cannot be addressed in the field by the observer. Prepare weekly statements of working days.
- 5.5 Prepare one (1) progress pay estimate for submittal to the City for processing.
- 5.6 Provide Project Closeout – Assemble project records for closeout and transfer to the City. Prepare completion letters as required. Prepare as-constructed drawings based on contractor records.
- 5.7 Provide Project Management Services – Review invoices and budget throughout the construction phase of the project. Communicate observed status of construction and budget with the City on a monthly basis. Coordinate with staff and contractor, and administer request for sublets, lower tier subcontractor certification, and statements of intent. Set up RH2's construction files, and track, assemble, file, and maintain construction documentation. Assist with State funding documentation.

**Assumptions:**

- *It is assumed the project is thirty (30) working days with part-time observation as described above. Additional effort, if needed, will be mutually determined by the City and RH2.*
- *RH2 is not responsible for site safety, for directing the contractor or others in their work, or for determining means and methods.*

**Provided by City:**

- Additional inspection services required.

**RH2 Deliverables:**

- Ten (10) hard copies of the pre-construction conference agenda and minutes.
- Five (5) hardcopy sets of construction plans and specifications (five (5) half-size plans with construction contract documents and one (1) full-size plan set).
- Submittal reviews in PDF format.
- ROM in Microsoft Excel format.
- Construction observation reports and photos in PDF format.
- Responses to RFIs and technical questions in PDF format.
- Weekly statements of working days in PDF format.
- One (1) pay estimate in PDF and Microsoft Excel format.
- One (1) hardcopy set of as-constructed drawings (half-size plans) and PDF format.
- Letters of substantial completion, physical completion, and project completion in PDF format.
- Project records in PDF format.
- Monthly invoices in PDF format.

**EXHIBIT C**

**Fee Estimate**

**Supplemental Agreement No. 1**

**City of Cashmere**

**Pioneer Avenue Safe Routes to School**

**Services During Construction**

**Jul-21**

Description		Total Hours	Total Labor	Total Expense	Total Cost
Classification					
Task 5	Services During Construction	85	\$ 14,035.82	\$ 964.10	\$ 14,999.92
<b>PROJECT TOTAL</b>		<b>85</b>	<b>\$ 14,035.82</b>	<b>\$ 964.10</b>	<b>\$ 14,999.92</b>

Exhibit C Continued  
 Consultant Fee Determination - Negotiated Hourly Rate Consultant Agreement

City of Cashmere  
 Pioneer Avenue Safe Routes to School  
 Services During Construction  
 Jul-21

<u>Classification / Job Title</u>	<u>Hourly Rate</u>	<u>Overhead @ 185.45%</u>	<u>Profit @ 35.00%</u>	<u>Rate Per Hour</u>	<u>x</u>	<u>labor Hour:</u>	<u>=</u>	<u>Cost</u>
Professional I	\$ 33.00	\$ 61.20	\$ 11.55	\$ 105.75		0.0		\$ -
Professional II	\$ 37.00	\$ 68.62	\$ 12.95	\$ 118.57		57.0		\$ 6,758.49
Professional III	\$ 41.00	\$ 76.03	\$ 14.35	\$ 131.38		0.0		\$ -
Professional IV	\$ 50.00	\$ 92.73	\$ 17.50	\$ 160.23		0.0		\$ -
Professional V	\$ 60.00	\$ 111.27	\$ 21.00	\$ 192.27		0.0		\$ -
Professional VI	\$ 74.00	\$ 137.23	\$ 25.90	\$ 237.13		0.0		\$ -
Professional VII	\$ 92.00	\$ 170.61	\$ 32.20	\$ 294.81		23.0		\$ 6,780.63
Professional VIII	\$ 105.00	\$ 194.72	\$ 36.75	\$ 336.47		0.0		\$ -
Professional IX	\$ 137.00	\$ 254.07	\$ 47.95	\$ 439.02		0.0		\$ -
Administrative I	\$ 24.00	\$ 44.51	\$ 8.40	\$ 76.91		0.0		\$ -
Administrative II	\$ 27.00	\$ 50.07	\$ 9.45	\$ 86.52		0.0		\$ -
Administrative III	\$ 31.00	\$ 57.49	\$ 10.85	\$ 99.34		5.0		\$ 496.70
Administrative IV	\$ 37.00	\$ 68.62	\$ 12.95	\$ 118.57		0.0		\$ -
Administrative V	\$ 59.00	\$ 109.42	\$ 20.65	\$ 189.07		0.0		\$ -
								\$ 14,035.82
<b>Reimbursables</b>		<b>Rate</b>	<b>Qty</b>					
CAD System	Per Hour	\$27.50	9					\$ 247.50
CAD Plots	Half Size	\$2.50	0					\$ -
CAD Plots	Full Size	\$10.00	10					\$ 100.00
CAD Plots	Large	\$25.00	0					\$ -
In-house copies (each)	8.5" X 11" B&W	\$0.09	660					\$ 59.40
In-house copies (each)	8.5" X 14" B&W	\$0.14	0					\$ -
In-house copies (each)	11" X 17" B&W	\$0.20	26					\$ 5.20
In-house copies (color) (each)	8.5" X 11" Color	\$0.90	0					\$ -
In-house copies (color) (each)	8.5" X 14" Color	\$1.20	0					\$ -
In-house copies (color) (each)	11 X 17" Color	\$2.00	150					\$ 300.00
Mileage		\$ 0.560	450					\$ 252.00
								\$964.10
Subconsultant Costs:								\$ -
Subconsultant Markup:								\$ -
Total Subconsultant:								\$ -
Grand Total:								\$14,999.92

Prepared by:  
 E. Howe

**EXHIBIT D**  
**Consultant Fee Determination - Summary Sheet**  
**(Negotiated Hourly Rates of Pay)**  
**RH2 Engineering, Inc., Fee Schedule**

Labor Category	Negotiated Hourly Labor Rate	Overhead on Labor Rate <b>185.45%</b>	Fixed Fee on Labor Rate <b>35%</b>	Negotiated Rate Per Hour
Professional I	33.00	61.20	11.55	105.75
Professional II	37.00	68.62	12.95	118.57
Professional III	41.00	76.03	14.35	131.38
Professional IV	50.00	92.73	17.50	160.23
Professional V	60.00	111.27	21.00	192.27
Professional VI	74.00	137.23	25.90	237.13
Professional VII	92.00	170.61	32.20	294.81
Professional VIII	105.00	194.72	36.75	336.47
Professional IX	137.00	254.07	47.95	439.02
Administrative I	24.00	44.51	8.40	76.91
Administrative II	27.00	50.07	9.45	86.52
Administrative III	31.00	57.49	10.85	99.34
Administrative IV	37.00	68.62	12.95	118.57
Administrative V	59.00	109.42	20.65	189.07

CAD/GIS System	\$/hr	\$	27.50
CAD Plots Half Size	price/plot	\$	2.50
CAD Plots Full Size	price/plot	\$	10.00
CAD Plots Large	price/plot	\$	25.00
Copies (bw) 8.5" X 11"	price/copy	\$	0.09
Copies (bw) 8.5" X 14"	price/copy	\$	0.14
Copies (bw) 11" X 17"	price/copy	\$	0.20
Copies (color) 8.5" X 11"	price/copy	\$	0.90
Copies (color) 8.5" X 14"	price/copy	\$	1.20
Copies (color) 11 X 17"	price/copy	\$	2.00
	per mile		
Mileage	(or Current IRS Rate)	\$	0.560
Travel			at Cost
Subconsultants			at Cost
Outside Services			at Cost



### ADDITIONAL SERVICES AGREEMENT # 2

TO: Steve Croci, Director of Operations  
 City of Cashmere  
 101 Woodring Street  
 Cashmere, WA, 98815

PROJECT NAME: Sullivan St. Water and Sewer

PROJECT #: 20451

FROM: Robin Nelson, PE

DATE: August 13, 2021

SUBJECT: ~~Sewer Main Extension to Pioneer Ave~~

This Service Agreement is intended to advise that a request for services has been made which are not currently in our Scope of Services or Fee. The subject contract is herein amended to incorporate the following scope of services:

**I. Scope of Services**

City staff requested PACE expand their construction management and observation services for the Sullivan Street Water and Sewer project construction. Due to limited staffing, the City has requested PACE increase their role in construction management and observation of the contractors activities for the duration of the project (70 working days). Notice to proceed was August 2, 2021 and the date for final completion is November 10, 2021 or 13 weeks. Our original scope of work only included 6 weeks of construction observation support to augment City staff. But due to current City staffing limitations, PACE was requested to expand their role for the full duration of the construction schedule. In coordination with the City staff, PACE will not provide full-time observation but, limit to an average of 4 hours per day, 3 days per weeks as needed. The added construction management and observation services is summarized on the attached Attachment A.

**II. Fee**

Client agrees to pay PACE for the above services on the basis of:

A time and materials basis not to exceed \$22,532.00, plus reimbursable expenses as set forth in the prime contract. See Attachment A.

All services provided within the scope of this ASA will be performed under the terms of the on-call services agreement between PACE and the City of Cashmere. If you have any questions, require any additional information, or would like to discuss this project further, please do not hesitate to contact us at your earliest convenience.

PACE:

\_\_\_\_\_  
 Authorized Representative Signature

ROBIN NELSON, PE.  
 \_\_\_\_\_  
 Printed Name

VICE PRESIDENT  
 \_\_\_\_\_  
 Title

August 13, 2021  
 \_\_\_\_\_  
 Date

ACCEPTED:

\_\_\_\_\_  
 Authorized Representative Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

# Attachment A

PACE Engineers

Project Budget Worksheet - 2020 Wenatchee Rates

Project Name Project #:	CIP W21 - Sullivan Street W & S Amendment #2 20451	Location:	Cashmere, WA
Prepared By:	R. Nelson, PE	Task #:	
Date:	8/13/2021	Billing Group #:	

Labor Hours by Classification									
Labor Code	1	10	16	23	43	51	58	84	84
Staff Type # (See Labor Rates Table)									
Staff Type Hourly Rate	\$236	\$218	\$129	\$141	\$155	\$107	\$172	\$107	\$107
Drawing/Task Title	Senior Principal Engineer	Principal Engineer	Engineer II	Project Designer	Sr. Project Administrator	Inspector I	Survey Project Manager	Two Man Crew	Survey Tech V
<b>Design Phase Services</b>									
1.0 Additional Project Management & QC									
<b>Construction Phase Services</b>									
6.0 Construction Phase Services									
6.3 Engineering Support (assumes 4 hr/week for additional 7 weeks)									
6.4 Construction Inspection (assumes an additional 7 weeks @ 24 hrs/week)									
Hours Total	4.0		28.0			168.0			
Labor Total	\$ 944	\$ -	\$ 3,612	\$ -	\$ -	\$ 17,976	\$ -	\$ -	\$ -

Expenses	Reimbursable	
	rate/unit	Quantity
Postage/Courier	\$ -	-
Plotter	\$ -	-
Photo/Video	\$ -	-
Mileage/Travel/Per Diem	\$ -	-
Miscellaneous - Reprographics	\$ -	-
Technology Fee (2% of labor)	\$ 1	-
<b>Total</b>	\$ -	-

Subconsultants	
Utility Locate	
Mechanical Engineer	
Electrical Engineer	
Geotechnical Engineer	
I & C Engineer	
<b>Subconsultant Subtotal</b>	<b>15%</b>
Markup	
<b>Total</b>	

PACE Billed Labor Total	\$ 22,532
Reimbursable Expenses	\$ -
Subconsultants	\$ -
<b>Total Project Budget</b>	<b>\$ 22,532</b>

## WASTEWATER OPERATOR SERVICES EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into between the CITY OF CASHMERE ("CITY"), a Washington municipal corporation, and Gary Manning (Operator Certification #3088), an individual, ("EMPLOYEE"), sometimes collectively referred to herein as the "Parties" or individually as a "Party".

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

1. RETENTION OF EMPLOYEE. The CITY retains the EMPLOYEE to perform, from time to time, such wastewater operations services, authorized by the CITY. The EMPLOYEE agrees to perform, according to the best of his professional ability and skill, the requested services authorized by the CITY. All work shall be done under the direction of the Director of Operation.

2. TERM OF AGREEMENT. The term of this Agreement shall be from the date of approval of this Agreement by the CITY until terminated by either Party as set forth below herein.

3. EMPLOYEE. The EMPLOYEE shall be an employee of the CITY and shall work on a part-time and hourly paid basis and shall not be entitled to any benefits afforded to other employees of the CITY. The EMPLOYEE shall not be entitled to vacation pay, retirement benefits, medical insurance, dental insurance, or any other similar employee benefits afforded to regular full-time employees of the CITY. The EMPLOYEE shall be entitled to paid sick leave calculated pursuant to applicable Washington state law. It is anticipated EMPLOYEE shall not work more than an average of eight (8) hours per week during the term of this Agreement.

4. EMPLOYEE SERVICES. EMPLOYEE shall be the Operator in Charge and provide operations and maintenance guidance of the Wastewater Treatment Plant (WWTP) to meet terms, conditions, and requirements of the National Pollution Discharge Elimination System Permit as regulated by the Department of Ecology. Services as authorized by the CITY which may include, but are not limited to the following:

4.1. Provide operational oversight of the WWTP based on at least one site visit per week and review and interpretation of:

4.1.1 Records, charts or logs of work, inspection, maintenance and service performed;

4.1.2 Data from samples collected, meter and gauge readings;

4.1.3 Supervisory Control and Data Acquisition (SCADA) system information;

4.1.4 Plant walkthrough; and

4.1.5 Communication with the City's Engineering Consultant, RH2 Engineering.

4.2. Informing the Director of Operations in person, by phone, and in writing concerning wastewater treatment plant issues or necessary actions that must be taken to keep the system in good condition and reliable operation.



4.3. Respond to calls from crew to address emergency alarms 24 hours per day, 7 days per week, within one-half hour of being informed, unless EMPLOYEE is on prearranged absence.

4.4. Maintain Wastewater Operator Group III or higher certification.

4.5. Complete and submit Discharge Monitoring Report to Ecology as required in the CITY permit (by the 15th of each month).

5. NOT ASSIGNABLE. With respect to services to be provided by the EMPLOYEE to the CITY, the performance of those services is not assignable and EMPLOYEE agrees to perform all of the services requested by the CITY and not to assign the performance of any of those services to any other person.

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

6.1. Provide to the EMPLOYEE access to facilities, information (operation manuals, standard operating procedures) and equipment that is within the CITY's control; and

6.2. Compensate, as provided by this Agreement, the EMPLOYEE for services rendered under this Agreement.

7. EMPLOYEE WAGE. The EMPLOYEE shall be paid \$30.00 per hour in 15-minute increments, for performing services pursuant to the terms of this Agreement as requested by the CITY.

In addition, the EMPLOYEE shall be paid \$100 for each day or portion thereof that EMPLOYEE is actually physically present and working in the CITY.

8. TIME RECORDS. The time records for the EMPLOYEE'S services shall identify at a minimum the following:

8.1. The date on which the services are provided;

8.2. The time expended to perform the services; and

8.3. A brief description of the services provided.

The EMPLOYEE shall turn in his written time records to the CITY by the last working day of the month in which the services were performed. The CITY shall pay the EMPLOYEE for the services performed by the 15th of the month following the month when the time records were received from the EMPLOYEE.

9. SEVERABILITY. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.

10. ATTORNEY'S FEES. In the event it is necessary for either Party to utilize the services of an attorney to enforce any of the terms of this Agreement, the substantially prevailing

Party in any such litigation shall be entitled to an award of its reasonable attorney's fees and costs against the non-substantially prevailing Party.

11. 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.

12. 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.

13. AGREEMENT TERMINATION. The CITY or EMPLOYEE may terminate this Agreement by giving ten (10) days written notice to the other Party for any reason with or without cause. EMPLOYEE is an "at will" employee of the CITY. In the event of termination, the EMPLOYEE agrees to cooperate reasonably with the CITY and CITY consultants in making available information developed as the result of work previously performed by the EMPLOYEE.

14. REPORTS AND INFORMATION. The EMPLOYEE, 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, and any other matters covered by this Agreement.

15. COMPLIANCE WITH LAWS. The EMPLOYEE shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

16. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the CITY and the EMPLOYEE and supersedes 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 EMPLOYEE. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CITY and EMPLOYEE and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CITY and EMPLOYEE and not for the benefit of any other party.

APPROVED by the City Council of the City of  
Cashmere, Washington at an Open Public  
Meeting on the \_\_\_\_ day of  
\_\_\_\_\_, 2021:

By: \_\_\_\_\_  
Jim Fletcher, Mayor

Address for Giving Notices:  
City of Cashmere  
Attention: Mayor  
101 Woodring St  
Cashmere, WA 98815  
509-782-3513

APPROVED by Employee the \_\_\_\_ day of  
\_\_\_\_\_, 2021:

By: \_\_\_\_\_  
Gary Manning

Address for Giving Notices:  
Gary Manning  
1321 Fairview Road  
Ellensburg, WA 98926  
manninggary@hotmail.com  
509-571-5221