



## City of Cashmere

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CASHMERE CITY COUNCIL MEETING  
MONDAY, MAY 23, 2022, 6:00 P.M., CITY HALL

**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 - ROLL CALL – FLAG SALUTE

ANNOUNCEMENTS

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of May 9, 2022, Regular Council Meeting
2. Payroll and Claims Packet Dated May 23, 2022

BUSINESS ITEMS

1. WSDOT ROW Procedures
2. Paraglider Agreement - 2022

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 MAY 9, 2022, AT CASHMERE CITY HALL – In Person and Digital

OPENING

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

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:	John Perry Chris Carlson  Jayne Stephenson Derrick Pratt	Shela Pistorosi
Staff:	Kay Jones, Clerk-Treasurer Steve Croci, Director of Operations Chuck Zimmerman, City Attorney Kate Schilling, City Attorney	

ANNOUNCEMENTS

Councilor Pratt announced the Airport will be receiving FAA funds to maintain the runway.

APPROVAL OF AGENDA

The Mayor amended the agenda with the addition of an Executive Session to discuss potential litigation.

MOVED by Councilor Carlson and seconded by Councilor Pratt to approve the agenda as amended with the addition of the executive session. Motion carried unanimously.

CONSENT AGENDA

Minutes of April 11, 2022, Regular Council Meeting

Payroll and Claims Packet Dated April 25, 2022

Claims Direct Pay and Check #41881 and #41882 through #41911 totaling \$103,495.22

Payroll Direct Deposit and Check #41873 through #41880 totaling \$101,164.70

MOVED by Councilor Carlson and seconded by Councilor Perry to approve the items on the Consent Agenda. Motion carried unanimously.

RESOLUTION NO. 03-2022 SETTING A PUBLIC HEARING

A petition to vacate a portion of Kennedy Road was discussed at the April 11<sup>th</sup> City Council meeting, after which the applicant met with staff and amended their petition. The amended Exhibit 1 is attached to the resolution.

The proposed resolution establishes a public hearing at the June 13, 2022 council meeting. After the public hearing the Council will take action on the petition. The Council can approve, deny or amend the petition.

MOVED by Councilor Carlson and seconded by Councilor Pratt to approve Resolution No. 03-2022 setting a public hearing. Motion carried unanimously.

BUDGET AMENDMENT FOR EQUIPMENT REPLACEMENT AND REPAIR

A budget amendment was requested for the following three items; \$48,000 for the replacement of a tractor and snowblower that was damaged by a train this winter, of which will be partially offset by the \$24,688 received from the insurance settlement, and \$12,000 to replace the pool filters to open the pool, and \$15,000 for repairs to the ladder truck.

MOVED by Councilor Pratt and seconded by Councilor Stephenson to approve a budget amendment for the purchase and repair of vehicles in the amount of \$75,000. Motion carried unanimously.

PROGRESS REPORTS

Clerk-Treasurer Kay Jones informed the Council that Pool Manager Christie Bagley has been interviewing for lifeguards and cashiers. She's been working with Public Works to get the pool operational. We are on schedule for opening. We are hoping for more applicants, the more lifeguards, the more hours the pool can be open.

EXECUTIVE SESSION – To discuss potential litigation

At 6:14 the Mayor closed the regular session and entered into an executive session to discuss potential litigation for approximately 20 minutes. No decision will be made.

The regular session was reconvened at 6:36 p.m.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:36 p.m.

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James Fletcher, Mayor

Attest:

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Kay Jones, Clerk-Treasurer

# Staff Summary

**Date:** May 18, 2022  
**To:** City Council  
**From:** Jim Fletcher, Mayor  
**RE:** Agreement with Aerial Paragliding

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Attached agreement with Aerial Paragliding for use of Riverside Park to provide on ground training to paragliding student. This agreement has been reviewed by our insurer Washington Cities Insurance Authority (WCIA) to update language regarding liability and insurance coverage with respect to proposed activities.

Existing agreement with rafting guide businesses will be updates upon renewal in 2023. All other business activities will remain subject to park vendor permits.

## **Staff Recommendation**

Approve to form the attached agreement, authorizing the Mayor to sign after Aerial Paragliding agrees to the terms and conditions.

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**CITY OF CASHMERE  
PARAGLIDING AGREEMENT - 2022**

THIS AGREEMENT, made and entered into on the date last shown below by and between the CITY OF CASHMERE, a municipal corporation of the State of Washington, hereinafter referred to as the City, and Aerial\_Paragliding, hereinafter referred to as "AP".

WHEREAS, AP desire to conduct commercial trainings using CITY property known as Riverside Park; and,

WHEREAS, the CITY is willing to allow AP to conduct on the ground training only, at Riverside Park and on the terms and conditions set forth herein below;

NOW, THEREFORE, in consideration of the mutual covenants herein, CITY and AP agree as follows:

1. **Permit.** AP desiring a permit to use CITY property shall pay to the CITY a permit fee of \$2.50 per person, excluding instructors, using the CITY OF CASHMERE property. Said sum shall be paid to the CITY on a monthly basis.

Payment shall be supported by a report signed by the Owner/Managing Member or other authorized representative of Aerial Paragliding, who has reviewed the records of the students, verifying the actual number of AP customers using the Cashmere site. Said report to be submitted to the CITY on an approved form as shown on Exhibit A attached, within fifteen (15) days after the close of each month.

In the event said report and payment have not been received by the 20th day of each month there shall be assessed a **late payment penalty** of \$25.00.

In the event the report and payment are not submitted on or before the 30th day of each month the deposit referred to in paragraph 3 below shall be forfeited and the agreement shall be forfeited, and all rights of AP shall be terminated.

2. **Daily student count.** AP shall provide to CITY, on a form provided by CITY and attached as Exhibit B, a daily count of AP customers. Said form shall be submitted monthly with Paraglider Verification Form and payment.

3. **Performance deposit.** AP shall deposit with the CITY Clerk-Treasurer upon execution of this agreement the sum of \$200.00 as a performance deposit. Said sum shall be held by the CITY to ensure performance of all terms and

conditions of this agreement by AP. Said sum, less late payment penalties, shall be refunded to AP at the end of this agreement. However, in the event of any breach of this agreement by AP, said performance deposit shall be immediately forfeited to the CITY OF CASHMERE.

4. **Duration of permit.** The permit granted by the CITY to AP shall be for the period from March 1, 2022 to October 31, 2022, unless otherwise terminated or revoked by the CITY in accordance with this agreement.

5. **Insurance.**

The AP shall procure and maintain for the duration of the Permit, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on the AP's behalf with the issuance of this Permit.

A. No Limitation

The AP's maintenance of insurance as required by the Permit shall not be construed to limit the liability of the AP to the coverage provided by such insurance, or otherwise limit the CITY's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance

The AP shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from operations and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The CITY shall be named as an additional insured under the AP's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.
2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

C. Minimum Amounts of Insurance

The AP shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate.

#### D. Other Insurance Provision

The AP's Commercial General Liability insurance policy or policies are to contain or be endorsed to contain that they shall be primary insurance as respect the CITY. Any insurance, self-insurance, or self-insured pool coverage maintained by the CITY shall be excess of the AP's insurance and shall not contribute with it.

#### E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

#### F. Verification of Coverage

The AP shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the AP before issuance of the Permit.

#### G. Notice of Cancellation

The AP shall provide the CITY with written notice of any policy cancellation, within two business days of their receipt of such notice.

#### H. Failure to Maintain Insurance

Failure on the part of the AP to maintain the insurance as required shall constitute a material breach of the Permit, upon which the CITY may, after giving five business days' notice to the AP to correct the breach, immediately terminate the Permit or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand.

#### I. CITY Full Availability of AP Limits

If the AP maintains higher insurance limits than the minimums shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the AP, irrespective of whether such limits maintained by the AP are greater than those required by this Permit or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained

by the AP.

6. **State and Local Laws.** AP shall abide by all state and local laws.
7. **Scheduling.** AP shall be responsible for scheduling and with respect to times and dates of such use. AP shall be allowed upon the park property each day no earlier than 7:00 a.m. and shall exit prior to 10:00 p.m.
8. **Nonexclusive use.** AP shall share the park and coordinate with other users.
9. **Reservation of rights by CITY.** CITY reserves the right to revoke the permit of AP if AP fail to comply precisely with the terms of this agreement or if the CITY receives excessive citizen complaints, and the CITY further reserves the right upon ten (10) days' notice to AP to revoke this agreement in its entirety in the event the operations under this agreement cause an excessive administrative burden to the CITY. Upon revocation of the permit, the CITY shall retain the performance deposit and shall also be entitled to any additional fees then due.
10. **Supervision.** AP agree that a supervisor will be present at the CITY Park when customers of AP are present, at the expense of AP, to supervise activities, to ensure compliance with this agreement and to assist in the enforcement of CITY ordinances. Such supervisors shall be employees of AP and shall report immediately any violations of this agreement or violations of CITY ordinances to a CITY representative. AP shall be fully responsible for supervising all of their employees, customers, guests and invitees of their respective companies on City property and shall be responsible to keep the CITY property neat and clean and free of all debris and refuse and shall on a daily basis, police and clean said premises and property to keep them in a first class and sanitary condition.
11. **Release.** AP hereby release CITY from any liability of any nature as a result of damages, direct, indirect, consequential or otherwise including attorney fees and costs, in the event any person, persons, firm, corporation, agency or other entity brings any administrative or judicial action or proceeding to enjoin, restrict or prohibit the use of CITY property by AP pursuant to this agreement or in the event any other action or proceeding is instituted which in any way delays AP or in the event AP suffer any loss, direct, indirect, consequential or otherwise as a result of their use of CITY property during the term of this agreement.
12. **Hold harmless and indemnity.** AP 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 use of Premises or from any activity, work or thing done, permitted, or suffered by AP in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the CITY.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of AP and the CITY, its officers, officials, employees, and volunteers, the AP's liability hereunder shall be only to the extent of the AP's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the AP's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. **Emergency services.** AP agree to pay for any emergency services rendered for the benefit of AP, their agents, employees, guests and customers. Reimbursement shall be fair and reasonable compensation for said emergency services, but in no event less than \$200.00 per call.

14. **Attorney fees and costs/Venue.** In the event any party to this agreement commences any action to enforce any covenant of this agreement, the prevailing party in such action or any appeal thereof shall be entitled to all costs and a reasonable attorney fee approved by the Court. Venue for any action under this agreement shall be in Chelan County, Washington.

15. **Non-assignment.** AP may not assign their rights under this contract or any portion thereof to any other person, firm, corporation, or other entity without the written permission of CITY.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

**Company** \_\_\_\_\_

**Signature** \_\_\_\_\_

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

**Contact person (please print)** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_  
\_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**CITY OF CASHMERE:**

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

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

**CITY OF CASHMERE  
101 WOODRING STREET  
CASHMERE, WASHINGTON 98815  
(509) 782-3513**

**PARAGLIDER VERIFICATION REPORT**

Pursuant to RCW 7A.72.085, I hereby declare and certify that I am the authorized representative Aerial Paragliding named above and that the number of students / customers using Riverside Park in Cashmere during the month of \_\_\_\_\_ was \_\_\_\_\_.

I understand that use fees are due fifteen days after the close of **each month**. ***A late fee of \$25.00 will be charged for payments received after the 20<sup>th</sup> of the month.***

I have enclosed a check, number \_\_\_\_\_ in the amount of \_\_\_\_\_.

(Number of AP X \$2.50).

NO – This is not my Final Report

YES – This is my Final Report

I hereby verify that this is my final report for the year and that all fees for use of the City of Cashmere property have been paid in full. I understand that upon receipt of my final report my performance deposit will be refunded. I also understand that any late fees owing will be withheld from my deposit.

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct to the best of my knowledge.

Signed at \_\_\_\_\_, Washington on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(City)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

# Staff Summary

**Date:** 5/18/2022  
**To:** City Council  
**From:** Director of Operations, Steve Croci  
**RE:** Right of Way Procedures

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The City needs to acquire real property for the Sunset Highway Project. Because federal funds will be used, we need to abide by federal and state procedures, rules, and regulations.

**Staff Recommendation:**

MOVE to approve the procedures and allow the Mayor to sign documents.

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## *Right of Way Procedures*

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The CITY OF CASHMERE (Agency), needing to acquire real property (obtain an interest in and/or possession of) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations (49 CFR Part 24) and state law (Ch. 8.26 RCW), and state regulations (Ch. 468-100 WAC) hereby adopts the following procedures to adhere to all applicable laws, statutes, and regulations. The Agency is responsible for the real property acquisition and relocation activities on projects administered by the Agency and must acquire right of way (ROW) in accordance with the policies set forth in the Washington State Department of Transportation Right of Way Manual M 26-01 and Local Agency Guidelines (LAG).

Below is a list of Agency staff, by names and position titles, that are qualified to perform specific ROW functions. Attached to these procedures are resumes for everyone listed within these procedures, which provides a summary of their qualifications. The procedures shall be updated whenever staffing changes occur.

1. The Agency has the staff with the knowledge and experience to accomplish the following ROW Disciplines:

i. **PROGRAM ADMINISTRATION:**

Oversee delivery of the ROW Program on federal aid projects for the Agency. Ensures ROW functions are carried out in compliance with federal and state laws, regulations, policies, and procedures.

**Responsibilities/Expectations:**

- Ensures Agency's approved ROW Procedures are current, including staff qualifications, and provides copies to consultants and Agency staff;
- Oversight of ROW consultants;
  - use of consultant contract approved by WSDOT
  - management of ROW contracts
  - management of ROW files
  - reviews and approves actions and decisions recommended by staff & consultants
  - Overall responsibility for decisions that are outside the purview of consultant functions
- Sets Just Compensation prior to offers being made;
- Oversight and approval of Administrative Offer Summaries (AOS) per policy;
- Oversight and approval of Administrative Settlements per policy;
- Ensure Agency has a relocation appeal process in place prior to starting relocation activities;
- Obligation authority for their Agency;
- Obtain permits (Non-Uniform Relocation Act (URA));
- Ensures there is a separation of functions to avoid conflicts of interest.
- Verifies whether ROW is needed, and that the property rights and/or interests needed are sufficient to construct, operate and maintain the proposed projects (see LAG Appendix 25.174, 25.175, & 25.176).

STEVE CROCI, DIRECTOR OF OPERATIONS

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Note: Staff included under Program Administration must have completed the eLearning Administrative Settlement and No ROW Verification training available at <http://www.wsdot.wa.gov/LocalPrograms/ROWServices/Training.htm>

ii. APPRAISAL

Prepare and deliver appraisals on federal aid projects for the Agency. Ensures that appraisals are consistent and in compliance with state and federal laws, regulations, policies, and procedures.

**Responsibilities/Expectations:**

- Use only qualified agency staff approved by WSDOT to perform appraisal work;
- Use Appraiser from WSDOT's Approved Consultant List if Agency does not have qualified staff;
- Prepare ROW Funding Estimate (not required to be completed by an appraiser & only when there are federal funds in the ROW Phase);
- Prepare AOS;
- Obtain specialist reports;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

CONTRACT WITH A QUALIFIED CONSULTANT.

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iii. APPRAISAL REVIEW:

Review appraisals on federal aid projects for the Agency to make sure they are adequate, reliable, have reasonable supporting data, and approve appraisal reports. Ensures appraisals are adequately supported and represent fair market value and applicable costs to cure and are completed in compliance with state and federal laws, regulations, policies, and procedures.

**Responsibilities/Expectations:**

- Use only qualified agency staff approved by WSDOT to perform appraisal review work;
- Use review appraiser from WSDOT's Approved Consultant List if agency does not have qualified staff;
- Ensures project wide consistency in approaches to value, use of market data, and costs to cure;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

CONTRACT WITH A QUALIFIED CONSULTANT.

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iv. ACQUISITION:

Acquire, through negotiation with property owners, real property, or real property interests (rights) on federal aid projects for the Agency. Ensures acquisitions are completed in compliance with federal and state laws, regulations, policies, and procedures.

**Responsibilities/Expectations:**

- Use only qualified staff to perform acquisition activities for real property or real property interests, including donations;
- To avoid a conflict of interest, when the acquisition function prepares an AOS, only acquires property valued at \$10,000 or less;

- Provide and maintain a comprehensive written account of acquisition activities for each parcel;
- Prepare AOS justification and obtain approval;
- Prepare Administrative Settlement and obtain approval;
- Prepare Right of Way Funding Estimate (when there are federal funds in the ROW Phase);
- Review title, and recommend and obtain approval for acceptance of encumbrances;
- Ensure acquisition documents are consistent with ROW plans, valuation, and title reports;
- Provide a negotiator disclaimer;
- Maintain a complete, well organized parcel file for each acquisition;
- Coordinate with engineering, program administration, appraisal, relocation, and/or property management as necessary.

**CONTRACT WITH A QUALIFIED CONSULTANT.**

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Note: Staff included under Acquisition must have completed the eLearning Administrative Settlement training available at <http://www.wsdot.wa.gov/LocalPrograms/ROWServices/Training.htm>

v. **RELOCATION:**

Provide relocation assistance to occupants of property considered displaced by a federally funded projects for the Agency. Ensures relocations are completed in compliance with federal and state laws, regulations, policies, and procedures.

**Responsibilities/Expectations:**

- Prepare and obtain approval of relocation plan prior to starting relocation activities;
- Confirm relocation appeal procedure is in place;
- Provide required notices and advisory services;
- Make calculations and provide recommendations for Agency approving authority prior to making payment;
- Provide and maintain a comprehensive written account of relocation activities for each parcel;
- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary.

**CONTRACT WITH A QUALIFIED CONSULTANT.**

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vi. **PROPERTY MANAGEMENT:**

Establish property management policies and procedures that will assure control and administration of ROW, excess lands, and improvements acquired on federal aid projects for the Agency. Ensures property management activities are completed in compliance with federal and state laws, regulations, policies, and procedures.

**Responsibilities/Expectations:**

- Account for use of proceeds from the sale/lease of property acquired with federal funds on other title 23 eligible activities;
- Keep ROW free of encroachments;
- Obtain WSDOT/FHWA approval for change in access control along interstate;
- Maintain property records;
- Ensure occupants and personal property is removed from the ROW;
- Maintain a complete, well organized property management file;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary.

STEVE CROCI, DIRECTOR OF OPERATIONS

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- b. Any functions for which the Agency does not have qualified staff, the Agency will contract with another local agency with approved procedures, a qualified consultant, or the WSDOT. An Agency that proposes to use qualified consultants for any of the above functions will need to work closely with their ROW Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. When the Agency proposes to have staff approved to negotiate who have limited experience in negotiation for FHWA funded projects, the LAC must be given an opportunity to review all offers and supporting data prior to offers being made to the property owners.
  - c. The Agency's Administrative Settlement Procedures indicating the approval authorities and the procedures involved in making administrative settlement needs to be included with these procedures (see Exhibit A).
  - d. An Agency wishing to take advantage of the AOS process, properties valued up to \$25,000 or less, need to complete Exhibit B of these procedures.
2. All projects shall be available for review by the FHWA and WSDOT at any time and all project documents shall be retained and available for inspection during the plan development, ROW, construction stages, and for a three-year period following acceptance of the projects by WSDOT.
  3. Approval of the Agency's procedures by WSDOT Local Programs may be rescinded at any time the Agency is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all or part of the functions approved.

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JAMES FLETCHER, MAYOR

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Date

**Washington State Department of Transportation**

Approved By:

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Local Programs Right of Way Manager

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Date





**EXHIBIT A**

**Agency's Administrative Settlement Policy**

If, after presenting to the property owner an offer at Fair Market Value or determination of Value Established, the owner does not agree with and contests the offer or makes a counteroffer, the Right-of-Way Agent will present and discuss the issue with all pertinent City staff, to include the Director of Operations. All information provided by the property owner, Appraiser(s), Review Appraiser, and the Right-of-Way Agent, will be considered. A Complete Administrative Settlement Write-Up will be prepared.

A decision will be made by the Director of Operations to approve an offer of compensation in excess of the fair market value based on information provided by the appraiser and the negotiator. The Director of Operations can approve an Administrative Settlement not to exceed \$5,000.00. Administrative Settlements exceeding \$5,000.00 must be reviewed and approved by the Cashmere City Council.

All approvals for further compensation are subject to review by WSDOT through the Local Agency Coordinator.

\_\_\_\_\_  
JAMES FLETCHER, MAYOR

\_\_\_\_\_  
Date

**Washington State Department of Transportation**

Approved By:

\_\_\_\_\_  
Local Programs Right of Way Manager

\_\_\_\_\_  
Date

**EXHIBIT B**  
**Waiver of Appraisal**  
**Agency's Administrative Offer Summary (AOS)**

The City of Cashmere, hereinafter (Agency), desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives, and desiring to take advantage of the \$25,000.00 appraisal waiver process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

Rules

- A. The Agency may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the ROW Funding Estimate is \$25,000.00 or less including cost-to cure items. A True Cost Estimate shall not be used with this procedure.
- B. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers \$10,000 or less.
- C. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$10,000 and up to \$25,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of the AOS as no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

Procedures

- A. An AOS is prepared using comparable sales found at the time of preparation.
- B. The AOS is submitted to the DIRECTOR OF OPERATIONS for approval. Upon signature a first offer to the property owner(s) is authorized.

\_\_\_\_\_  
JAMES FLETCHER, MAYOR

\_\_\_\_\_  
Date

**Washington State Department of Transportation**

Approved By:

\_\_\_\_\_  
Local Programs Right of Way Manager

\_\_\_\_\_  
Date