



## 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, MAY 23, 2011 7:00 P.M., CITY HALL

### AGENDA

#### CALL TO ORDER

#### FLAG SALUTE

#### EXCUSE ABSENCE

#### ANNOUNCEMENTS & INFORMATION

#### PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

#### APPROVAL OF AGENDA

#### CONSENT AGENDA

1. Minutes of May 9, 2011 Regular Study Session Meeting
2. Minutes of May 9, 2011 Regular City Council Meeting
3. Payroll and Claims Packet Dated May 23, 2011

#### BUSINESS ITEMS

4. Ordinance No. 1187 vacating a six foot wide portion of Maple Street
5. Ordinance No. 1188 establishing procedures for the issuance of Special Use Permits
6. Special Use Permit application for a Beer Garden at Barney's for Founders' Days
7. Surveying services during construction for Sunset Highway Project
8. Addendum 1 of the Surveying services during construction for the Sunset Highway Bridge replacement
9. RH2 Engineering Supplemental No. 2 Agreement for Sunset Highway Project
10. Interlocal Agreement between the City and Chelan County Port District for the Sunset Highway Project
11. DNR Permit – Easement Agreement No. 51-085290 for wastewater pipe

#### PROGRESS REPORTS

- Provided at Council Meeting

#### ADJOURNMENT

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR.  
PLEASE STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS.  
**Americans with Disabilities Act (ADA) accommodations provided upon request.**  
**(48-hour notice required)**

**CITY OF CASHMERE  
MINUTES OF STUDY SESSION  
MONDAY, MAY 9, 2011 AT CASHMERE CITY HALL**

OPENING

Mayor Irle opened the study session at 6:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Gordon Irle	
Council:	Skip Moore Jim Fletcher Donna Wynne Debbie Knutsen Jeff Gomes	
Staff:	Bob Schmidt, Dir. of Operations Kay Jones, Clerk-Treasurer Mark Botello, Dir. of Planning/Bldg Chuck Zimmerman, City Attorney	

DISCUSSION ON THE SPECIAL USE PERMIT PROCESS

Director of Planning and Building Mark Botello explained to council that he'd received a request for a summer long use permit for a beer garden. Director Botello's concern is that the city does not have an actual definition of a special use. In the past a special use permit has been used for special events.

The council discussed the purpose of the special use permit and whether they should continue to limit it to special events. They discussed whether they needed to define special events and special use.

The council's concern was that a summer long permit is not an event it is more along the lines of an extension of the business. City Attorney Chuck Zimmerman pointed out the need for a special use permit policy to move away from the applicant coming before council. The application would just go through an administrative review process. The policy could define the parameters for the code and when a use permit is applicable.

DISCUSSION ON DISPLAYING RATES AND TAXES ON UTILITY BILLS

City Attorneys have recommended that the City amend the way the rates and taxes are displayed on the utility bills. Currently the bills show the utility charges, utility tax and refuse tax separately. The recommendation is to roll the taxes up into the utility rates.

Currently the County utility rates are 1.5 times the City utility rates and the utility tax is not charged to County customers. County customers would be the only ones seeing an increase on their utility bill, which would be equivalent to the 6% utility tax. The utility tax is a tax on the utility and should be included in all utility charges.

Staff will prepare a draft resolution showing the utility rates with the taxes included and showing the County rates with the utility tax included.

ADJOURNMENT

Mayor Irle closed the study session at 6:40 p.m.

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Gordon K. Irle, Mayor

Attest:

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Kay Jones, Clerk-Treasurer

MINUTES OF THE CASHMERE CITY COUNCIL MEETING  
MONDAY MAY 9, 2011 AT CASHMERE CITY HALL

OPENING

Mayor Gordon Irle opened the regular city council meeting at 7:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Gordon Irle	
Council:	Skip Moore Jim Fletcher Donna Wynne Debbie Knutsen Jeff Gomes	
Staff:	Bob Schmidt, Dir. of Operations Kay Jones, City Clerk-Treasurer Mark Botello, Dir. of Planning/Building Chuck Zimmerman, City Attorney	

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Councilor Skip Moore announced that he would not be at the next meeting due to commitments through his job.

APPROVAL OF AGENDA

Clerk-Treasurer Kay Jones requested an addition to the agenda under new business; number 3.5 Special Use Permit request from Brian's Pizza for a summer long beer garden. Councilor Fletcher requested the addition of number 9 PUD fiber build out.

MOVED by Councilor Fletcher and seconded by Councilor Wynne to approve the amended agenda with the 2 additions. Motion carried.

CONSENT AGENDA

Minutes of April 25, 2011 Regular City Council Meeting

Payroll and Claims Packet Dated May 9, 2011

Claims Check Nos. 30817 through 30875 totaling \$46,052.97

Payroll Check Nos. 30805 through 30816 totaling \$92,411.50

Schedule a Public Hearing on Monday, June 13, 2011 at 7:00 p.m. for amendments to Title 17

MOVED by Councilor Gomes and seconded by Councilor Knutsen to approve the consent agenda as presented. Motion carried.

SPECIAL USE PERMIT REQUEST FROM BRIAN'S PIZZA FOR A SUMMER LONG BEER GARDEN FRIDAY & SATURDAY NIGHTS

Justin Hoefner resides at 401 Norman Avenue and is the representative for Brian's Pizza making the request for the summer long permit for a beer garden behind Brian's Pizza in the alley.

The council discussed the purpose of the special use permit. In the past the intent of the special use permit has been for special events. Their concern is that a summer long permit is not an event, it is more along the lines of an extension of the business. City Attorney Chuck Zimmerman pointed out the need for a special use permit policy and to move away from the applicant coming before council. The application would just go through an administrative review process. The policy could define the parameters of the code and when a use permit is applicable.

MOVED by Councilor Moore and seconded by Councilor Knutsen to deny the summer long Special Use Permit for a beer garden. Motion carried.

MOVED by Councilor Moore and seconded by Councilor Gomes to have staff draft a policy for special use permits for the council to review at the next meeting. Motion carried.

ORDINANCE NO. 1185 AMENDING CHAPTER 2.48 PROVISIONS RELATING TO THE CITY PLANNING COMMISSION

MOVED by Councilor Gomes and seconded by Councilor Wynne to adopt Ordinance No. 1185 amending Chapter 2.48 provisions relating to the City Planning Commission. Motion carried.

ORDINANCE NO. 1186 ADOPTING 2010 ADA STANDARDS AND AMENDING GENERAL REQUIREMENTS FOR DESIGN OF STRUCTURES

MOVED by Councilor Fletcher and seconded by Councilor Wynne to adopt Ordinance 1186 adopting ADA Standards and amending general requirements for design of structures. Motion carried.

REQUEST FROM CASHMERE FLOAT ASSOCIATION FOR \$2,000 LODGING TAX FUNDS AND A REQUEST FROM CASHMERE CHAMBER OF COMMERCE FOR \$2,000 LODGING TAX FUNDS

MOVED by Councilor Fletcher and seconded by Councilor Wynne to approve both requests for lodging tax funds; Cashmere Float Association for \$2,000 and Cashmere Chamber of Commerce for \$2,000. Motion carried.

SELECTION OF CONTRACTOR FOR THE WATER TREATMENT PLANT (CLEAN WATER) ROOF REPLACEMENT

Director of Operations Bob Schmidt informed the council that he used the Small Works Roster for the WTP reroofing project. The City received two quotes, the lesser of the two was from M. Vail Company in the amount of \$10,987 plus tax.

MOVED by Councilor Fletcher and seconded by Councilor Wynne to approve the contract for the reroofing of the Water Treatment Plant with M. Vail Company. Motion carried.

PUD FIBER BUILD OUT IN CASHMERE

Councilor Fletcher would like to send a letter inviting the PUD to hold a public meeting in Cashmere to explain to the citizens what their plans are on fiber optics in Cashmere. Councilor Gomes stated that he contacted the PUD that morning and he doesn't believe they are prepared to answer questions at this time because they have not completed their plan. The PUD informed

Councilor Gomes that they will not be working on any build out through the end of the year or until they have a completed plan. The PUD does not have a map of Cashmere showing where the fiber exists but they can create one.

The consensus of the council was to send a letter to the PUD inviting them to hold a public meeting, if they are not ready at this time maybe they will be for the next public forum.

PROGRESS REPORTS

- Provided at Council Meeting

ADJOURNMENT

MOVED by Councilor Moore and seconded by Councilor Knutsen to adjourn. Motion carried.

The meeting was adjourned at 8:13 p.m.

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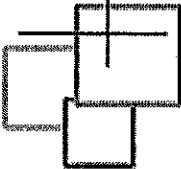
Gordon Irle, Mayor

Attest:

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Kay Jones, Clerk-Treasurer

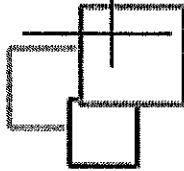
# Voucher Directory



2011 - May - 2nd Council Mtg

Vendor	Number	Reference	Account Number	Description	Amount
Alpine Products, Inc.	0				
		TM-115370		2011 - May - 2nd Council Mtg	
			Street Striping		
			101-000-000-542-64-31-00	ST Supplies-Traffic Control Devices	\$1,530.61
Total		TM-115370			\$1,530.61
Total Alpine Products, Inc.	0				\$1,530.61
Apple Valley Pumping	0				
		April 2011	11:05:26 AM	2011 - May - 2nd Council Mtg	
			001-000-000-576-80-45-00	GG Park Rental & Leases-toilets	\$240.00
			001-000-000-576-80-45-01	GG Park Rental & Leases- Rafter toilets	\$240.00
			401-001-100-534-80-49-00	WA Prod Misc Services	\$80.00
Total		April 2011	11:05:26 AM		\$560.00
Total Apple Valley Pumping	0				\$560.00
Cascade Fire Equipment	0				
		97198 428		2011 - May - 2nd Council Mtg	
			001-000-000-522-20-31-01	GG Supplies-Structure Clothing & Gear	\$316.33
			Name Tags		
Total		97198 428			\$316.33
Total Cascade Fire Equipment	0				\$316.33
Cashmere Chamber of Comm	0				
		2011 Lease		2011 - May - 2nd Council Mtg	
			Cottage/Woodring Parking Lot Lease		
			101-000-000-542-65-45-00	ST Parking Lot Lease	\$2,000.00
			2011 Lease		
Total		2011 Lease			\$2,000.00
Total Cashmere Chamber of Comm	0				\$2,000.00

# Voucher Directory

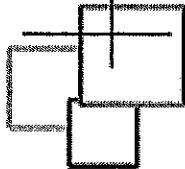


2011 - May - 2nd Council Mtg

Vendor	Number	Reference	Account Number	Description	Amount
Cashmere Float Assoc	0				
		2011 - May - 2nd Council Mtg			
Total 2011 Lodging Tax Funds	11:08:43 AM				
Cashmere Float Assn				Cashmere Float	\$2,000.00
108-000-000-573-90-49-03				2011 Lodging Tax Funds	\$2,000.00
Total 2011 Lodging Tax Funds	11:08:43 AM				\$2,000.00
		2011 - May - 2nd Council Mtg			
00046797		Ord # 1183		GG Admin Advertising/Publishing	\$43.76
		001-000-000-514-10-44-00			\$43.76
		Ord # 1183			\$43.76
Total 00046797					
		2011 - May - 2nd Council Mtg			
010145-00910		2nd Qtr 2011		GG Intergov. Law Enforcement Contract	\$95,878.25
		001-000-000-521-20-51-00			\$1,658.50
		2nd Qtr 2011		GG Intergov. Chelan CO Emerg Mgmt Fee	\$97,536.75
		001-000-000-525-60-51-00			
		2nd Qtr 2011			
Total 010145-00910					
450001-01838		April 2011		GG Intergov. Jail Fees-Contract	\$1,543.50
		001-000-000-523-60-51-00			\$1,543.50
		April 2011			\$99,080.25
Total 450001-01838					\$99,080.25
		2011 - May - 2nd Council Mtg			
May 2011	11:22:51 AM			ST Interfund Admin Services	\$2,356.25
		101-000-000-543-30-91-00		ST Interfund Admin Supplies	\$481.67
		101-000-000-543-30-93-00			





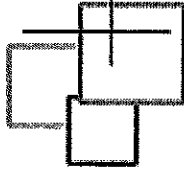


# Voucher Directory

2011 - May - 2nd Council Mtg

Vendor	Number	Reference	Account Number	Description	Amount
Total Clear View Services	0	Total 2356	001-000-000-572-50-41-00	GG Library Janitorial Service	\$150.00
Columbia Hydronics CO	0	551146			\$375.00
			2011 - May - 2nd Council Mtg		\$375.00
Total Columbia Hydronics CO	0	Total 551146			\$1,235.10
Data Base Secure Records	0	66258			\$1,235.10
			2011 - May - 2nd Council Mtg		\$1,235.10
			Pump/Motor		
			001-000-000-594-76-64-10	GG Pool, Capital Equipment	\$1,235.10
			7 Bins		
			001-000-000-514-10-49-00	GG Admin Misc-dues/record/print	\$36.22
			101-000-000-543-30-49-00	ST Misc-dues/record/print	\$35.63
			104-000-000-536-10-49-00	CM Admin Misc-dues/record/print	\$35.63
			401-001-000-534-10-49-00	WA Admin Misc-dues/record/print	\$35.63
			401-002-000-535-10-49-00	WW Admin Misc-dues/record/print	\$35.63
			406-000-000-537-10-49-00	SN Admin Misc dues/record/print	\$35.63
			501-000-000-548-10-49-00	ER Admin Misc-dues/record/print	\$35.63
					\$250.00
					\$250.00
					\$250.00
Total Data Base Secure Records	0	Total 66258			\$43.92
Fastenal Company	0	WAWEN68492			\$43.92
			2011 - May - 2nd Council Mtg		\$43.92
			401-001-200-534-80-35-00	WA Dist Tools & Equipment	\$43.92
				Tool Box	
					\$43.92
Total Fastenal Company	0	Total WAWEN68492			\$43.92

# Voucher Directory



2011 - May - 2nd Council Mtg

Vendor	Number	Reference	Account Number	Description	Amount
Foster Pepper PLLC	0				
	977678		2011 - May - 2nd Council Mtg		
		401-002-000-535-10-41-00		WW Admin Pro Legal Services	\$450.00
Total Foster Pepper PLLC		Total 977678			\$450.00
Hach Company	0				
	7240125		2011 - May - 2nd Council Mtg		
		401-001-100-534-80-31-00		WA Prod Operating Supplies	\$39.98
		401-002-200-535-50-31-00		WW Tmt Maint Supplies	\$39.98
		401-002-300-535-80-31-00		WW BVF Operating Supplies	\$39.98
Total Hach Company		Total 7240125			\$119.94
Itron	0				
	193210		2011 - May - 2nd Council Mtg		
		6/1/11 - 5-31-12			
		401-001-200-534-70-49-00		WA Dist Misc Services	\$2,146.66
				Itron Maint	
Total Itron		Total 193210			\$2,146.66
LocalTel	0				
	April 2011 11:40:34 AM		2011 - May - 2nd Council Mtg		
		001-000-000-514-10-42-00		GG Admin Phones & Postage	\$48.53
		001-000-000-522-10-42-00		GG Fire Dept-phones & postage	\$121.86
		001-000-000-576-20-42-00		GG Pool Communications-phones & postage	\$64.04
		101-000-000-543-30-42-00		ST Admin Phones & Postage	\$48.53
		104-000-000-536-10-42-00		CM Admin Phones & Postage	\$48.53
		401-001-000-534-10-42-00		WA Admin Phones & Postage	\$94.84
		401-002-000-535-10-42-00		WW Admin Phones & Postage	\$100.60
		406-000-000-537-10-42-00		SN Admin Phones & Postage	\$48.53

# Voucher Directory

2011 - May - 2nd Council Mtg

Vendor	Number	Reference	Account Number	Description	Amount
Total LocalTel	0	Total April 2011	501-000-000-548-10-42-00	ER Admin Phones & Postage	\$105.55
M A R C	0		11:40:34 AM		\$681.01
					\$681.01
					\$681.01
					\$468.58
					\$468.58
					\$468.58
					\$7,640.33
					\$7,640.33
					\$7,640.33
					\$4.23
					\$4.02
					\$4.02
					\$58.58
					\$4.02
					\$4.02
					\$137.47
					\$8.60

# Voucher Directory

2011 - May - 2nd Council Mtg

Vendor	Number	Reference	Account Number	Description	Amount
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Laminate Map

Total 901201  
 Total Office Depot Card Plan  
 Ogden Murphy Wallace, PLLC  
 0

691030  
 2011 - May - 2nd Council Mtg

001-000-000-515-22-41-00	GG City Attorney Services	\$902.00
101-000-000-543-30-41-00	ST Admin Pro Services-Legal	\$678.50
401-002-000-535-10-41-00	WW Admin Pro Legal Services	\$41.00
<b>Total 691030</b>		<b>\$1,621.50</b>

691319

001-000-000-515-22-41-00	GG City Attorney Services	\$2,089.50
001-000-000-558-10-41-00	GG Professional Services-Legal	\$799.50
001-000-000-559-10-41-00	GG Pro Services-Legal	\$430.50
101-000-000-543-30-41-00	ST Admin Pro Services-Legal	\$389.50
101-700-000-595-90-41-00	Professional Services - Legal	\$1,793.50
401-001-000-534-10-41-00	WA Admin Pro Services-Legal	\$266.50
401-002-000-535-10-41-00	WW Admin Pro Legal Services	\$1,460.50
<b>Total 691319</b>		<b>\$7,229.50</b>

Total 0  
 Total Ogden Murphy Wallace, PLLC  
 One Call Concepts, Inc  
 0

1049058  
 2011 - May - 2nd Council Mtg

101-000-000-543-30-49-01	ST Misc Services	\$8.47
401-001-200-534-80-49-00	WA Dist Misc Services	\$8.73
401-002-100-535-80-49-00	WW Coll Misc Services	\$8.48
<b>Total 1049058</b>		<b>\$25.68</b>

Total 0  
 Total One Call Concepts, Inc

# Voucher Directory

2011 - May - 2nd Council Mtg

Vendor	Number	Reference	Account Number	Description	Amount
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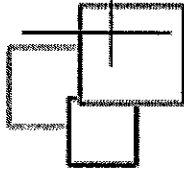
PoolEquip, LLC	0	G-2387-1	2011 - May - 2nd Council Mtg		
			Pool Grates		
			001-000-000-594-76-64-10	GG Pool, Capital Equipment	\$10,721.12
			Pool Grating		
<b>Total 0</b>					<b>\$10,721.12</b>
<b>Total PoolEquip, LLC</b>					<b>\$10,721.12</b>
<b>PUD #1 of Chelan County</b>					<b>\$10,721.12</b>

Vendor	Number	Reference	Account Number	Description	Amount
			2011 - May - 2nd Council Mtg		
			37233 April 2011		
			001-000-000-514-50-47-00	GG City Hall Utility Services	\$371.84
			001-000-000-522-50-47-00	GG Fire Hall Utility Services	\$410.50
			001-000-000-548-39-47-00	GG Public Works Bldg, Utility Services	\$445.35
			001-000-000-549-39-47-00	GG River ST Storage Bldg, Utility Services	\$72.57
			001-000-000-572-50-47-00	GG Library Utility Services	\$200.10
			001-000-000-576-20-47-00	GG Pool Utility Services	\$220.93
			001-000-000-576-80-47-00	GG Park Utility Services	\$28.01
			101-000-000-542-63-47-00	ST Utility Services-ST Light Misc	\$41.20
			104-000-000-536-50-47-00	CM Fac Utility Services	\$76.14
			401-001-100-534-80-47-00	WA Prod Utility Services	\$713.68
			401-001-100-534-80-47-00	WA Prod Utility Services	\$384.91
			401-001-200-534-80-47-00	WA Dist Utility Services	\$18.65
			401-001-200-534-80-47-00	WA Dist Utility Services	\$299.23
			401-002-100-535-80-47-00	WW Coll Utility Services	\$277.60
			401-002-200-535-80-47-00	WW Tmt Utility Services	\$4,112.81
			401-002-300-535-80-47-00	WW BVF Utility Services	\$462.92
			406-000-200-537-80-47-00	SN Rec Utility Services	\$55.20
<b>Total 37233 April 2011</b>					<b>\$8,191.64</b>
<b>57233 April 2011</b>					
			Park Elect		
			001-000-000-576-80-47-00	GG Park Utility Services	\$64.02
<b>Total 57233 April 2011</b>					<b>\$64.02</b>
<b>Total 0</b>					<b>\$8,255.66</b>
<b>Total PUD #1 of Chelan County</b>					<b>\$8,255.66</b>

# Voucher Directory

2011 - May - 2nd Council Mtg

Vendor	Number	Reference	Account Number	Description	Amount
Rehn & Associates, Inc	0	231065		2011 - May - 2nd Council Mtg	
			John Becker - May 2011		
			001-000-000-576-80-20-09	GG Park Cobra Health Benefit 65%	\$666.63
			John Becker - May 2011		
		Total 231065			\$666.63
Total 0					
Total Rehn & Associates, Inc					\$666.63
RH2 Engineering Inc	0	53839		2011 - May - 2nd Council Mtg	
				Transportation Services	
			101-000-000-544-20-41-00	ST Engineer Services	\$1,144.00
		Total 53839			\$1,144.00
		53813			
				Sunset Hwy Bridge	
			101-600-000-595-10-41-00	ST Sunset Hwy Design Engineering	\$13,197.22
		Total 53813			\$13,197.22
		53832			
				Mission Ave	
			101-700-000-595-10-41-00	ST Mission Ave Design Engineering	\$12,518.75
		Total 53832			\$12,518.75
		53802			
				WA Comp Plan	
			401-410-000-594-34-41-00	WA Admin Comp Plan Update	\$5,100.11
		Total 53802			\$5,100.11
		53797			
				WWTP	
			402-000-000-594-35-41-00	Design Engineering Services	\$39,076.50
		Total 53797			\$39,076.50
Total 0					
Total RH2 Engineering Inc					\$71,036.58
S & W Irrigation Supply	0	100150897		2011 - May - 2nd Council Mtg	
				CM Cemetery Improvements	\$197.09
		Total 100150897			\$197.09



# Voucher Directory

2011 - May - 2nd Council Mtg

Vendor	Number	Reference	Account Number	Description	Amount
	190648				
				<b>Credit</b>	
			104-000-000-594-36-63-00	CM Cemetery Improvements	(\$136.80)
					<b>(\$136.80)</b>
			104-000-000-594-36-63-00	CM Cemetery Improvements	\$129.72
					<b>\$129.72</b>
					<b>\$190.01</b>
					<b>\$190.01</b>
				<b>2011 - May - 2nd Council Mtg</b>	
			001-000-000-576-20-31-01	GG Pool Operating Supplies-Chemicals	\$121.03
			101-000-000-543-30-49-08	ST Claims For Damages	\$17.61
					<b>\$138.64</b>
			101-000-000-542-64-31-00	ST Supplies-Traffic Control Devices	\$169.24
					<b>\$169.24</b>
			101-000-000-542-64-31-00	ST Supplies-Traffic Control Devices	\$176.47
					<b>\$176.47</b>
					<b>\$484.35</b>
					<b>\$484.35</b>
				<b>2011 - May - 2nd Council Mtg</b>	
			401-001-200-534-80-31-00	WA Dist Operating Supplies	\$65.08
			401-002-100-535-80-31-00	WW Coll Operating Supplies	\$65.08
					<b>\$130.16</b>
					<b>\$130.16</b>
					<b>\$130.16</b>

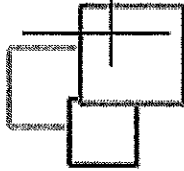
**Total 0**  
**Total S & W Irrigation Supply**  
**Sherwin-Williams CO**  
**0**

**Total 0**  
**Total Sherwin-Williams CO**  
**United Pipe & Supply Co.**  
**0**

**Total 0**  
**Total United Pipe & Supply Co.**



# Voucher Directory



2011 - May - 2nd Council Mtg

Vendor	Number	Reference	Account Number	Description	Amount
USA Blue Book	0	#21047			
	389183			2011 - May - 2nd Council Mtg	
	Total 389183			GG Pool Maint Supplies	\$52.45
	390125				\$52.45
	Total 390125			GG Pool Maint Supplies	\$40.61
	Total 0				\$40.61
Total USA Blue Book	#21047				\$93.06
VISA	0				\$93.06
	7909054			2011 - May - 2nd Council Mtg	
	Total 7909054			Apex Battery	\$53.90
	9964251			GG Admin Office tools & Equipment	\$53.90
	Total 9964251			Server Backup Batteries	\$53.90
	80941803				
	Total 80941803			GG Admin Pro Services-Computer	\$4.00
	1630101				\$4.00
	Total 1630101			GG Admin Pro Services-Computer	\$4.00
				GG Admin Pro Services-Computer	\$26.76
				ST Admin Pro Services-Computer	\$26.29
				CM Admin Pro Services-Computer	\$26.29
				WA Admin Pro Services-Computer	\$26.29
				WW Admin Pro Services-Computer	\$26.29
				SN Admin Pro Services-Computer	\$26.29
				ER Admin Pro Services-Computer	\$26.29
					\$184.50
				GG Riverside Center Maint, Supplies	\$170.95
					\$170.95



# Voucher Directory

2011 - May - 2nd Council Mtg

Vendor	Number	Reference	Account Number	Description	Amount
WA St-Dept of Commerce	0				
				<b>2011 - May - 2nd Council Mtg</b>	
				Final Payment	
				Final Payment	
				401-600-090-582-35-78-03	
				WW PWTF Loan - Gen Sewer Plan	\$20,500.00
				Final Payment	
				<b>Total PWTF-100650 Final Payment</b>	<b>\$20,500.00</b>
					<b>\$20,500.00</b>
					<b>\$20,500.00</b>
					<b>\$20,500.00</b>
				<b>2011 - May - 2nd Council Mtg</b>	
				April 2011 2:06:16 PM	
				April 2011	
				001-000-000-514-10-53-00	\$39.60
				GG Admin External Taxes-State Excise	
				104-000-000-536-10-53-00	\$64.65
				CM Admin External Taxes-State Excise	
				104-999-000-589-01-00-00	\$9.72
				CM Cemetery State Sales Tax Paid	
				401-001-000-534-10-53-00	\$2,107.67
				WA Admin Taxes-State Excise	
				401-002-000-535-10-53-00	\$3,410.84
				WW Admin External Taxes-State Excise	
				406-000-000-537-10-53-00	\$638.42
				SN Admin Taxes-State Excise	
				406-999-000-589-01-00-00	\$27.35
				SN State Sales Tax Paid	
				406-999-000-589-03-00-00	\$1,469.21
				SN Refuse Collection Tax Paid	
				<b>Total April 2011 2:06:16 PM</b>	<b>\$7,767.46</b>
					<b>\$7,767.46</b>
					<b>\$7,767.46</b>
				<b>Total EFT 04/2011</b>	
				<b>Total WA St-Dept of Revenue</b>	
				<b>Zumar Industries, Inc</b>	
				<b>0</b>	
				<b>2011 - May - 2nd Council Mtg</b>	
				0147750	
				101-000-000-542-64-31-00	\$73.58
				ST Supplies-Traffic Control Devices	
				No Parking-WA Station	
				<b>Total 0147750</b>	<b>\$73.58</b>
					<b>\$73.58</b>
				<b>Total Zumar Industries, Inc</b>	<b>\$73.58</b>
				<b>Vendor Count</b>	<b>35</b>
				<b>Grand Total</b>	<b>\$306,073.11</b>

# Staff Summary

**Date:** May 23 2011  
**To:** Mayor and Cashmere City Council  
**From:** Mark Botello  
**RE:** Ordinance No 1187 vacating a six (6) foot wide portion of Maple Street.

---

Please see attached Ordinance Number 1187 vacating a six (6) foot wide portion of Maple Street generally located adjacent to Lot 14, Block 1 of Stewards Plat of Mission in exchange for transfer of title to the City of land five (5) feet in width and located on the north side of Mission Avenue between Woodring Street and Maple Street.

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

**Staff Recommendation:**

Approve ordinance No. 1187 vacating a six (5) foot wide portion of Maple Street.

---

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, VACATING A SIX FOOT WIDE PORTION OF MAPLE STREET GENERALLY LOCATED ADJACENT TO LOT 14, BLOCK 1 OF STEWARDS PLAT OF MISSION (NOW CASHMERE), PURSUANT TO CHAPTER 35.79 RCW IN EXCHANGE FOR TRANSFER OF TITLE TO THE CITY OF LAND FIVE FEET IN WIDTH AND LOCATED ON THE NORTH SIDE OF MISSION AVENUE BETWEEN WOODRING STREET AND MAPLE STREET, AND SETTING AN EFFECTIVE DATE.

---

**WHEREAS**, the City Council received a Petition for a Street Vacation signed January 30, 2011 by Jay and Rena Byers proposing that the City vacate a six-foot wide portion of Maple Street located adjacent to the Byers' property depicted in Exhibit "A" to this Ordinance and as legally described in Exhibit "B" to this Ordinance, in exchange for which the Byers proposed to deed to the City of Cashmere the property depicted in Exhibit "A" owned by the Byers and abutting Mission Avenue as more fully described in Exhibit "C" to this Ordinance; and

**WHEREAS**, on February 14, 2011 in an Open Public Meeting, the City Council approved City Resolution No. 03-2011 setting a date for a Public Hearing to consider the proposed street vacation on March 28, 2011 at the regular City Council Meeting of the City; and

**WHEREAS**, the City complied with the notice and posting requirements set forth in Chapter 35.79 RCW and in City Resolution No. 03-2011 and held the Public Hearing on March 28, 2011 at the regular City Council meeting; and

**WHEREAS**, the City staff recommend the passage of this Ordinance and acceptance of the compensation proposal identified herein as being in the best interests of the citizens of the City of Cashmere, Washington and the Mayor and City Council concur with this recommendation; now, therefore,

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

**Section 1.** A public hearing to consider the vacation of right-of-way described in this Ordinance was duly noted and a public hearing was held before the City Council on March 28, 2011, at 7:00 p.m., at City Hall.

**Section 2.** The public right-of-way described as that portion of Maple Street depicted in Exhibit "A" to this Ordinance and legally described in Exhibit "B" to this Ordinance should be and hereby is vacated.

**Section 3.** The City is in possession of a Deed executed by Jay and Rena Byers, the owners of the real property abutting Mission Avenue and depicted in Exhibit "A" and legally described in Exhibit "C" to this Ordinance, and the City Council finds and determines that acceptance of this Deed is in the best interests of the citizens of the City of Cashmere, Washington and represents adequate consideration for the property vacated in Section 2 of this Ordinance.

**Section 4.** This Ordinance shall take effect and be in full force five (5) days after this Ordinance or a summary thereof consisting of the title is published.

*[The remainder of this page left blank intentionally]*

**Section 5.** The City Clerk/Treasurer is directed to record a conformed copy of this Ordinance with the Chelan County Auditor following its passage and publication as provided for herein.

APPROVED:

\_\_\_\_\_  
MAYOR GORDON K. IRLE

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

BY: \_\_\_\_\_  
CHARLES D. ZIMMERMAN

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

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

of the City of Cashmere, Washington

---

On the \_\_\_\_ day of \_\_\_\_\_, 2011, the City Council of the City of Cashmere, Washington, passed Ordinance No. \_\_\_\_\_. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, VACATING A SIX FOOT WIDE PORTION OF MAPLE STREET GENERALLY LOCATED ADJACENT TO LOT 14, BLOCK 1 OF STEWARDS PLAT OF MISSION (NOW CASHMERE), PURSUANT TO CHAPTER 35.79 RCW IN EXCHANGE FOR TRANSFER OF TITLE TO THE CITY OF LAND FIVE FEET IN WIDTH AND LOCATED ON THE NORTH SIDE OF MISSION AVENUE BETWEEN WOODRING STREET AND MAPLE STREET, AND SETTING AN EFFECTIVE DATE.

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2011.

---

KAY JONES, CITY CLERK



Exhibit "A"

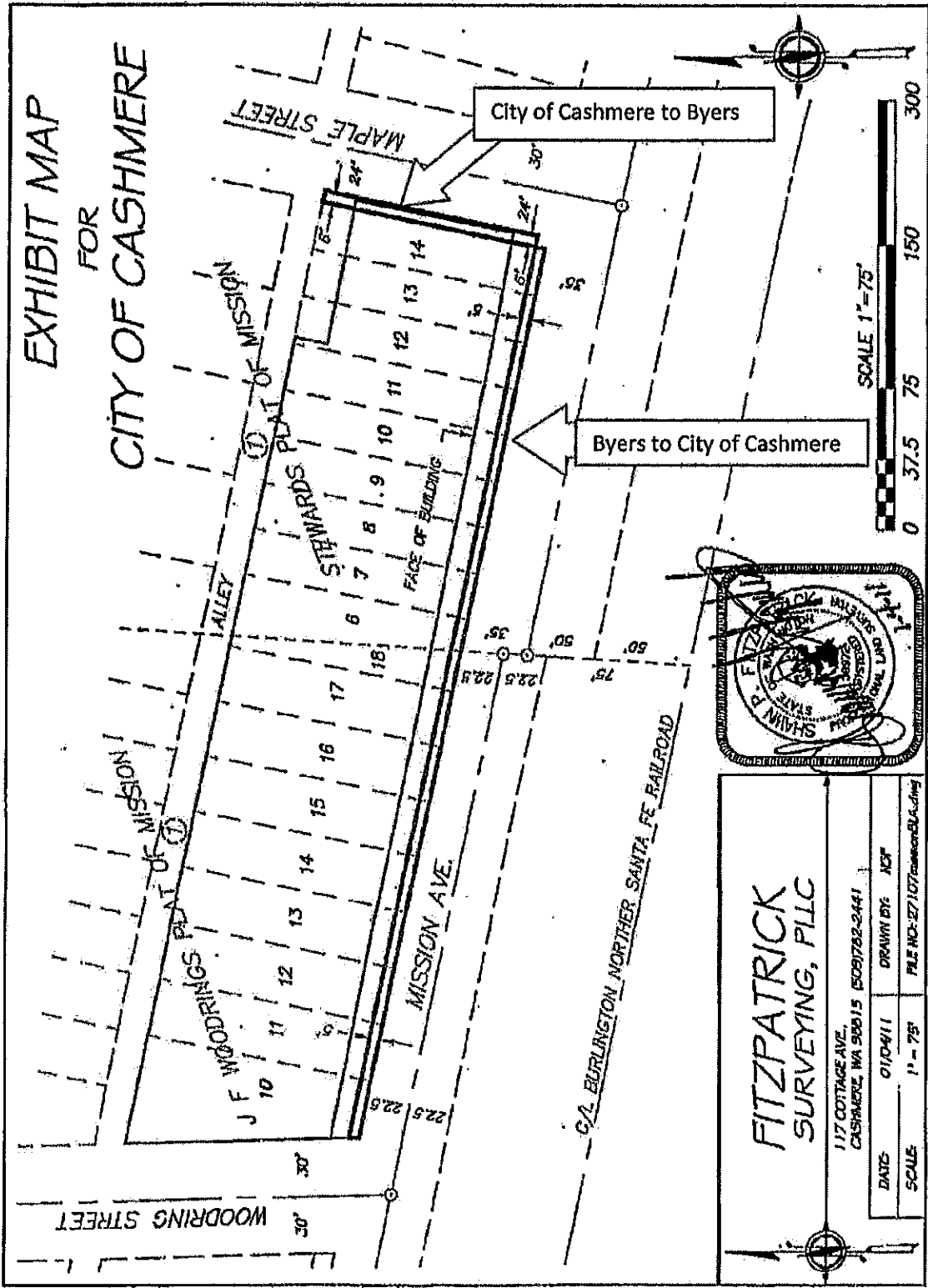


Exhibit "B"

City of Cashmere to Byers

That portion of Maple Street right of way, adjacent to Lot 14, Block 1, Stewards Plat of Mission ( now Cashmere ) recorded in Book 1 of Plats, Page 19, records of Chelan County, Washington, more particularly described as follows:

Commencing at the Northeast corner said Lot 14, said point being the True Point of Beginning for this description; thence Easterly on the extension of the North line said Block 1, a distance of 6.00 feet; thence southerly parallel with the East line said Lot 14 a distance of 120.00 feet to a point on the extension of the southerly line said Block 1; thence westerly along the extension of the southerly line said Block 1 a distance of 6.00 feet to the Southeast corner said Lot 14; thence northerly along the East line said Lot 14 a distance of 120 feet to the point of beginning and end of this description.

Except the South 5 feet thereof, parallel with the South line said Lot 14

Area = 690 square feet.



Exhibit "C"

Byers to City of Cashmere

That portion of Block 1, Stewards Plat of Mission ( now Cashmere ) according to the plat thereof, recorded in Book 1 of Plats, Page 19, records of Chelan County, Washington, more particularly described as follows:

The South 5.00 feet of Lots 6 through 14, parallel with the South line said Block 1.

TOGETHER WITH That portion of Block 1, J. F. Woodrings Plat of Mission ( now Cashmere ) according to the plat thereof, recorded in Book 1 of Plats, Page 18, records of Chelan County, Washington, more particularly described as follows:

The South 5.00 feet of Lots 10 through 18, parallel with the South line said Block 1.

Total area = 2,475 square feet



# Staff Summary

**Date:** May 23, 2011  
**To:** Cashmere City Council  
Mayor Irle  
**From:** Mark Botello  
**RE:** Ordinance No. 1188 Establishing procedures for the issuance of Special Use Permits.

---

Please see attached Ordinance No 1188 establishing procedures for the issuance of special use permits. This is a follow-up item from the last Council meeting.

Staff will go over this at the Council meeting

**RECOMMENDATIONS:**

Approve Ordinance No 1188 establishing procedures for the issuance of special use permits.

---

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, ESTABLISHING PROCEDURES FOR THE ISSUANCE OF SPECIAL USE PERMITS RELATED TO THE USE OF CITY RIGHT-OF-WAYS AND PARKING AREAS, CONTAINING A PENALTY PROVISION, CONTAINING A SEVERABILITY PROVISION, AND SETTING AN EFFECTIVE DATE.**

---

**WHEREAS**, the City Council of the City of Cashmere has considered over the years several requests for special use permits for the use of City streets, alleys and parking lots and determined whether the uses should be permitted on an ad hoc basis in response to each application pursuant to procedures that had been developed over time, but which are not documented by resolution or ordinance of the City; and

**WHEREAS**, the City Council has determined that in order to provide clarity to the process and adequate direction to members of the public and City staff, adoption of the policies and procedures set forth in this Ordinance are in the best interests of the public, health, safety and welfare of the citizens of the City; NOW, THEREFORE,

*[The remainder of this page left blank intentionally]*

**THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON**

**DO ORDAIN AS FOLLOWS:**

**Section 1.** A new Chapter 12.32 is hereby added to the Cashmere Municipal Code to read as follows:

**Chapter 12.32  
SPECIAL USE PERMIT**

**Sections:**

<b>12.32.010</b>	<b>Definitions.</b>
<b>12.32.020</b>	<b>Permit Required.</b>
<b>12.32.030</b>	<b>Application -- Form -- Contents.</b>
<b>12.32.040</b>	<b>Review of Application.</b>
<b>12.32.050</b>	<b>City Planning/Building Director to issue Permit -- Criteria for issuance.</b>
<b>12.32.060</b>	<b>Revocations of Permit.</b>
<b>12.32.070</b>	<b>Appeals.</b>
<b>12.32.080</b>	<b>Violations -- Penalties.</b>

**12.32.010 Definitions.**

As used in this Chapter, the following terms shall have the meaning set forth below:

“City Planning/Building Director” means the individual holding said position or in the absence of said individual, an alternative individual employed by the City and designated by the Mayor.

“Person” means any individual natural person, partnership, corporation, limited liability company, or other legal entity.

“Right-of-Way” means and includes every public street, alley, road, sidewalk, and City-owned parking area located in the City, with the exception of parking areas that are immediately adjacent to or an integral part of a City Park.

“Special Event” means any event or happening organized by the City, Cashmere Chamber of Commerce, Cashmere School District, any event associated with holidays observed by the City; and community festivals observed by the City, including but not limited to, Founders’ Day and Apple Day.

“Special Event Permit” or “Permit” means the permit issued by the City following review of an application and consistent with the provisions of this Chapter.

**12.32.020 Permit Required.**

It is unlawful for any Person to hold or conduct any Special Event in the City which uses any part of City Right-of-Way unless such Person has obtained and has in full force and effect a Permit to do so issued by the City.

**12.32.030 Application -- Form -- Contents.**

A. Any Person desiring to apply for a Special Event Permit shall do so by filing a written application with the City Planning/Building Director at City Hall. The application shall be made on forms provided by the City and shall include at a minimum, the following information:

1. The name, address, telephone number, and date of birth of the applicant;
2. A full and complete description of the proposed use associated with the Special Event and the duration of such proposed use;
3. The proposed location of the Special Event use and the dimensions and plans for any temporary structure to be erected or constructed in connection with the Special Event use;
4. The location of the City Right-of-Way proposed to be used for the Special Event, including the dimension thereof;
5. Such other and further information as the City Planning/Building Director may reasonably require to determine whether the application and proposed use meet all of the requirements for Permit issuance established by this Chapter.

B. All applications shall be accompanied by a nonrefundable application fee in an amount established by City Council Resolution from time to time.

**12.32.040 Review of Application.**

Upon receipt of a completed Special Event Permit use application, the City Planning/Building Director shall review the same and inquire of other departments within the City to establish whether the criteria set forth in Cashmere Municipal Code 12.32.050 are satisfied by the

{CDZW0168182.DOC;1\0W834.900000}

ORDINANCE NO. \_\_\_\_\_

Page 3 of 7

application. The City Planning/Building Director shall complete this analysis within ten (10) work days of receipt of an application for a Special Event Permit.

**12.32.050 City Planning/Building Director to issue Permit -- Criteria for issuance.**

A. All Permits issued under this Chapter shall be issued by the City Planning/Building Director. A Permit may be issued to the applicant only if all of the following criteria and conditions for issuance are met:

1. The proposed Special Event will not unreasonably endanger the participants, spectators, or the public;
2. The proposed Special Event will not unreasonably interfere with vehicular or pedestrian traffic flow at the proposed location;
3. Adequate plans for parking exist to meet the need generated by the proposed Special Event;
4. The City Planning/Building Director shall establish a specific period of time for the use of the Right-of-Way for the Special Event;
5. The applicant must agree to indemnify, defend and hold the City harmless from any and all claims for bodily injury or property damage that may arise out of or in connection with the applicant's permitted Special Event use;
6. The applicant must secure and maintain in full force and effect throughout the duration of the Special Event Permit, comprehensive general liability insurance for bodily injury and property damage in such amounts as the City Planning/Building Director deems necessary, which amounts shall not be less than One Million Dollars, and shall have the City of Cashmere named as an additional named insured on the policy of insurance which shall include a provision prohibiting cancellation of said policy except upon thirty (30) days' prior written notice to the City;
7. Whenever in the judgment of the City Planning/Building Director any Special Event use proposed requires the provision of additional City services, including, but not limited to, the employment of police officers to direct or block pedestrian or vehicular traffic, or the provisions of standby aid car or fire protection services, the applicant shall agree to directly provide for such services and/or to pay the City in advance of the Special Event use for the actual costs of any such services; and



8. Such other and further conditions as the City Planning/Building Director deems necessary to reasonably ensure that the proposed Special Event use does not create a likelihood of endangering those who may participate or be spectators.
- B. If any of the above criteria are not met by the proposal, the City Planning/Building Director shall deny the Permit or may issue the Permit with conditions as the City Planning/Building Director deems necessary for the application to meet all of the criteria set forth above.
- C. All conditions of the Permit shall be subscribed on or attached to the Permit.
- D. All existing Cashmere Municipal Code provisions, Ordinances, Resolutions, and other policies of the City shall be observed by the applicant, including but not limited to, the City's sign code and noise ordinance.

#### **12.32.060 Revocation of Permit.**

All Permits issued pursuant to this Chapter shall be temporary, shall vest no permanent rights in the applicant, and may be revoked by the City Planning/Building Director at any time when the City Planning/Building Director determines that the criteria set forth in Section 12.32.050 is no longer being met by the applicant. If any Special Event use for which the Permit has been revoked is not immediately discontinued, the City Planning/Building Director may cause the removal of any structure or obstruction from the Right-of-Way. The cost and expense of such removal of the obstruction shall be assessed against the applicant, including all professional fees associated with enforcement of collection of the same.

#### **12.32.070 Appeals.**

All decisions of the City Planning/Building Director with respect to the issuance, denial, or revocation of any application or Permit under this Chapter shall be final unless an appeal to the City Council is filed by an aggrieved party with the City Clerk/Treasurer within twenty (20) days of the date of the decision being appealed. The City Council shall consider the appeal at a public meeting of the City Council held within thirty (30) days of receipt of the appeal. The City Council shall decide the appeal based upon its review and analysis of the criteria set forth in Cashmere Municipal Code 12.32.050. The decision of the City Council shall be final, unless an aggrieved party files an appeal in Chelan County Superior Court within thirty (30) days of the decision of the City Council.

**12.32.080      Violations -- Penalties.**

Any Person who violates any of the provisions of this Chapter shall be guilty of a civil infraction and shall, upon conviction thereof, be punished by a monetary penalty in any sum not to exceed Five Hundred Dollars (\$500) per day. Each and every day during any portion of which any violation of any provision of this Chapter is committed, continued, or permitted by any Person constitutes a separate offense.

**Section 2.**      If any section, sentence, clause, or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

**Section 3.**      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 GORDON IRLE

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

BY: \_\_\_\_\_  
CHARLES D. ZIMMERMAN

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

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

of the City of Cashmere, Washington

---

On the \_\_\_\_\_ day of \_\_\_\_\_, 2011, the City Council of the City of Cashmere, Washington, passed Ordinance No. \_\_\_\_\_. A summary of the content of said ordinance, consisting of the title, provides as follows:

**AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, ESTABLISHING PROCEDURES FOR THE ISSUANCE OF SPECIAL USE PERMITS RELATED TO THE USE OF CITY RIGHT-OF-WAYS AND PARKING AREAS, CONTAINING A PENALTY PROVISION, CONTAINING A SEVERABILITY PROVISION, AND SETTING AN EFFECTIVE DATE.**

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
CITY CLERK-TREASURER, KAY JONES

Filed for and return to:

Kay Jones  
City Clerk  
City of Cashmere  
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): Washington State Department of Corrections  
Grantee(s): Jay and Rena Byers, husband and wife  
Reference Number(s) of Documents Assigned or Released: 2336475  
Abbreviated Legal Description: Ptn of Lots 6-14, Blk 1 Stewards Plat of Mission, and Ptn of Lots 10-18, Blk 1, Woodrings Plat of Mission, Chelan County, WA.  
Complete or Additional Legal Description on Exhibit A.  
Assessor's Parcel Number(s): 23-19-04-850-065, 23-19-04-930-045

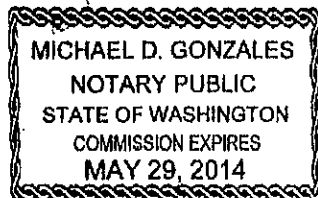
### PARTIAL RELEASE OF STORAGE LEASE AGREEMENT

The undersigned, Washington State Department of Corrections, as Assignee to that certain Lease, recorded January 10, 2011, under Chelan County Auditor's File No. 2336475 (the "Storage Lease Agreement"), does hereby release all of its right, title, and interest in and to the Storage Lease Agreement as it pertains to the following property situated in Chelan County, Washington:

See Exhibit A attached hereto.

The Storage Lease Agreement attaches to other real property not specifically identified herein, and this Partial Release shall have no force or effect on said property. The Storage Lease Agreement shall remain binding on said property to the full extent authorized by the Storage Lease Agreement.

DATED this 16 day of MAY, 2011.



WASHINGTON STATE DEPARTMENT  
OF CORRECTIONS

GENERAL ADMINISTRATION

By [Signature]

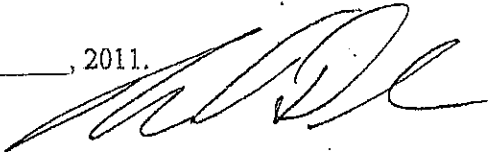
Name SHENON L PORTER

Its \_\_\_\_\_

STATE OF WASHINGTON )  
                  Thurston                  ) ss.  
County of Chehalis      )

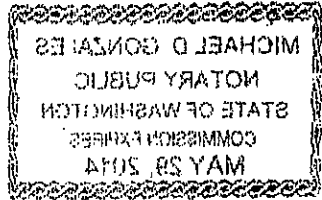
I certify that I know or have satisfactory evidence that SHENON L. PORTER is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 16 day of MAY, 2011.



MICHAEL D. GONZALEZ  
(printed name)

NOTARY PUBLIC, State of Washington  
My appointment expires 5-29-14



That portion of Block 1, Stewards Plat of Mission ( now Cashmere ) according to the plat thereof, recorded in Book 1 of Plats, Page 19, records of Chelan County, Washington, more particularly described as follows:

The South 5.00 feet of Lots 6 through 14, parallel with the South line said Block 1.

TOGETHER WITH That portion of Block 1, J. F. Woodrings Plat of Mission ( now Cashmere ) according to the plat thereof, recorded in Book 1 of Plats, Page 18, records of Chelan County, Washington, more particularly described as follows:

The South 5.00 feet of Lots 10 through 18, parallel with the South line said Block 1.

Total area = 2,475 square feet



EXHIBIT "A"

Filed for and return to:

Kay Jones  
City Clerk  
City of Cashmere  
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): Peoples Bank  
Grantee(s): Jay and Rena Byers, husband and wife  
Reference Number(s) of Documents Assigned or Released: 2286205  
Abbreviated Legal Description: Ptn of Lots 6-14, Blk 1 Stewards Plat of Mission, and Ptn of Lots 10-18, Blk 1, Woodrings Plat of Mission, Chelan County, WA.  
Complete or Additional Legal Description on Exhibit A.  
Assessor's Parcel Number(s): 23-19-04-850-065, 23-19-04-930-045

### PARTIAL RELEASE OF RENT ASSIGNMENT AGREEMENT

The undersigned, People's Bank, as Assignee to that certain Assignment of Rents, recorded July 16, 2008, under Chelan County Auditor's File No. 2286205 (the "Rent Assignment Agreement"), does hereby release all of its right, title, and interest in and to the Rent Assignment Agreement as it pertains to the following property situated in Chelan County, Washington:

See Exhibit A attached hereto.

The Rent Assignment Agreement attaches to other real property not specifically identified herein, and this Partial Release shall have no force or effect on said property. The Rent Assignment Agreement shall remain binding on said property in the full amount of rents assigned in the Rent Assignment Agreement.

DATED this 3rd day of May, 2011.

PEOPLE'S BANK

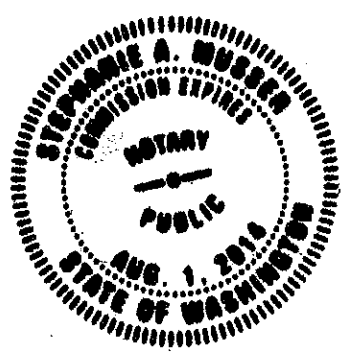
By: Andrew Bassonette  
Name: Andrew Bassonette  
Its: ASSISTANT Vice President



STATE OF WASHINGTON )  
 ) ss.  
County of Chelan )

I certify that I know or have satisfactory evidence that Andrey Bessonette for <sup>Peoples Bank</sup> is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 3<sup>rd</sup> day of May, 2011.



Stephanie A. Musser  
Stephanie A. Musser (printed name)  
NOTARY PUBLIC, State of Washington  
My appointment expires 8/1/14

That portion of Block 1, Stewards Plat of Mission (now Cashmere) according to the plat thereof, recorded in Book 1 of Plats, Page 19, records of Chelan County, Washington, more particularly described as follows:

The South 5.00 feet of Lots 6 through 14, parallel with the South line said Block 1.

TOGETHER WITH That portion of Block 1, J. F. Woodrings Plat of Mission (now Cashmere) according to the plat thereof, recorded in Book 1 of Plats, Page 18, records of Chelan County, Washington, more particularly described as follows:

The South 5.00 feet of Lots 10 through 18, parallel with the South line said Block 1.

Total area = 2,475 square feet

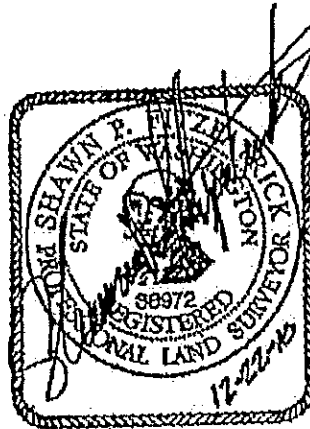


EXHIBIT "A"

REQUEST FOR PARTIAL RECONVEYANCE  
TO PIONEER TITLE INSURANCE COMPANY, TRUSTEE

THE UNDERSIGNED Beneficiary is the legal owner and holder of a Promissory Note, secured by that certain Deed of Trust recorded on July 16, 2008, Auditor's File No. 2286204, records of Chelan County, Washington, and for which Pioneer Title Insurance Company is the Trustee, and Jay Byers and Rena Byers, husband and wife, are the Grantors.

You are hereby requested to reconvey, without warranty to the person or entity entitled thereto, the right, title or interest now held by you thereunder in and to the following portion of the real property described in said Deed of Trust situated in Chelan County, Washington, described as follows:

See Exhibit A attached hereto.

The making of this partial reconveyance shall be endorsed by you upon said Deed of Trust which is presented to you for that purpose.

Dated May 4, \_\_\_\_\_, 2011.

PEOPLE'S BANK

By Claudia Cockerham

Name CLAUDIA COCKERHAM

Its Sr. Vice President

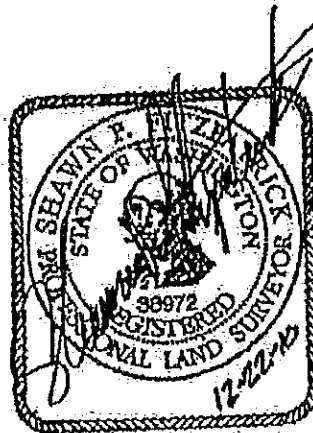
That portion of Block 1, Stewards Plat of Mission (now Cashmere) according to the plat thereof, recorded in Book 1 of Plats, Page 19, records of Chelan County, Washington, more particularly described as follows:

The South 5.00 feet of Lots 6 through 14, parallel with the South line said Block 1.

TOGETHER WITH That portion of Block 1, J. F. Woodrings Plat of Mission (now Cashmere) according to the plat thereof, recorded in Book 1 of Plats, Page 18, records of Chelan County, Washington, more particularly described as follows:

The South 5.00 feet of Lots 10 through 18, parallel with the South line said Block 1.

Total area = 2,475 square feet



Filed for and return to:

Kay Jones  
City Clerk  
City of Cashmere  
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): Pioneer Title Insurance Company  
Grantee(s): Jay and Rena Byers  
Reference Number(s) of Documents Assigned or Released: 2286204  
Abbreviated Legal Description: Ptn of Lots 6-14, Blk 1 Stewards Plat of Mission, and Ptn of Lots 10-18, Blk 1, Woodrings Plat of Mission, Chelan County, WA.  
Complete or Additional Legal Description on Exhibit A.  
Assessor's Parcel Number(s): 23-19-04-850-065, 23-19-04-930-045

### PARTIAL RECONVEYANCE OF DEED OF TRUST

The undersigned, Pioneer Title Insurance Company, as Trustee under that certain Deed of Trust in which Jay Byers and Rena Byers, husband and wife, are Grantors, and People's Bank is Beneficiary, recorded on July 16, 2008, under Auditor's File No. 2286204, records of Chelan County, Washington, having received from the Beneficiary under said Deed of Trust a written request for a partial reconveyance, does hereby reconvey, without warranty, to the persons entitled thereto all of the right, title and interest now held by said Trustee in and to the following portion of the property described in said Deed of Trust, situated in Chelan County, Washington, as follows:

See Exhibit A attached hereto.

DATED this 4 day of May, 2011.

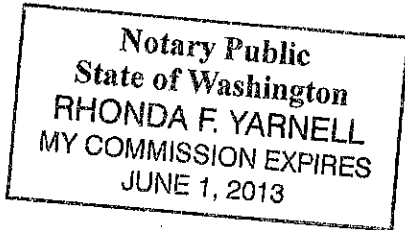
PIONEER TITLE INSURANCE  
COMPANY

By Steve Ellis  
Name Steve Ellis  
Its V.P.

STATE OF WASHINGTON )  
 ) ss.  
County of Chelan )

I certify that I know or have satisfactory evidence that Steve Ellis is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 4 day of May, 2011.



Rhonda F. Yarnell  
(printed name)  
NOTARY PUBLIC, State of Washington  
My appointment expires 6-1-13

That portion of Block 1, Stewards Plat of Mission (now Cashmere) according to the plat thereof, recorded in Book 1 of Plats, Page 19, records of Chelan County, Washington, more particularly described as follows:

The South 5.00 feet of Lots 6 through 14, parallel with the South line said Block 1.

TOGETHER WITH That portion of Block 1, J. F. Woodrings Plat of Mission (now Cashmere) according to the plat thereof, recorded in Book 1 of Plats, Page 18, records of Chelan County, Washington, more particularly described as follows:

The South 5.00 feet of Lots 10 through 18, parallel with the South line said Block 1.

Total area = 2,475 square feet



EXHIBIT "A"

))

REQUEST FOR PARTIAL RECONVEYANCE  
TO PIONEER TITLE INSURANCE COMPANY, TRUSTEE

THE UNDERSIGNED Beneficiary is the legal owner and holder of a Promissory Note, secured by that certain Deed of Trust recorded on February 4, 2010, Auditor's File No. 2318625, records of Chelan County, Washington, and for which Pioneer Title Insurance Company is the Trustee, and Jay Byers and Rena Byers, husband and wife, are the Grantors.

You are hereby requested to reconvey, without warranty to the person or entity entitled thereto, the right, title or interest now held by you thereunder in and to the following portion of the real property described in said Deed of Trust situated in Chelan County, Washington, described as follows:

See Exhibit A attached hereto.

The making of this partial reconveyance shall be endorsed by you upon said Deed of Trust which is presented to you for that purpose.

Dated May 3, 2011.

PEOPLE'S BANK

By Andray Bassonette  
Name Andray Bassonette  
Its Assistant Vice President



That portion of Block 1, Stewards Plat of Mission ( now Cashmere ) according to the plat thereof, recorded in Book 1 of Plats, Page 19, records of Chelan County, Washington, more particularly described as follows:

The South 5.00 feet of Lots 6 through 14, parallel with the South line said Block 1.

TOGETHER WITH That portion of Block 1, J. F. Woodrings Plat of Mission ( now Cashmere ) according to the plat thereof, recorded in Book 1 of Plats, Page 18, records of Chelan County, Washington, more particularly described as follows:

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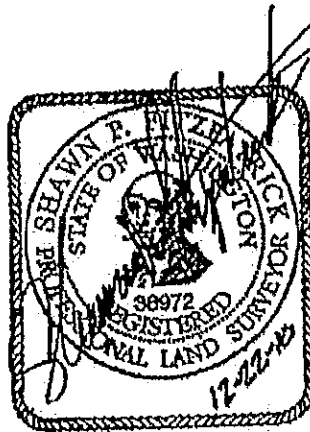


EXHIBIT "A"

Filed for and return to:

Kay Jones  
City Clerk  
City of Cashmere  
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): Pioneer Title Insurance Company  
Grantee(s): Jay and Rena Byers  
Reference Number(s) of Documents Assigned or Released: 2318625  
Abbreviated Legal Description: Ptn of Lots 6-14, Blk 1 Stewards Plat of Mission, and Ptn of Lots 10-18, Blk 1, Woodrings Plat of Mission, Chelan County, WA.  
Complete or Additional Legal Description on Exhibit A.  
Assessor's Parcel Number(s): 23-19-04-850-065, 23-19-04-930-045

### PARTIAL RECONVEYANCE OF DEED OF TRUST

The undersigned, Pioneer Title Insurance Company, as Trustee under that certain Deed of Trust in which Jay Byers and Rena Byers, husband and wife, are Grantors, and People's Bank is Beneficiary, recorded on February 4, 2010, under Auditor's File No. 2318625, records of Chelan County, Washington, having received from the Beneficiary under said Deed of Trust a written request for a partial reconveyance, does hereby reconvey, without warranty, to the persons entitled thereto all of the right, title and interest now held by said Trustee in and to the following portion of the property described in said Deed of Trust, situated in Chelan County, Washington, as follows:

See Exhibit A attached hereto.

DATED this 4 day of May, 2011.

PIONEER TITLE INSURANCE  
COMPANY

By Steve Ellis  
Name Steve Ellis  
Its V.P.



That portion of Block 1, Stewards Plat of Mission ( now Cashmere ) according to the plat thereof, recorded in Book 1 of Plats, Page 19, records of Chelan County, Washington, more particularly described as follows:

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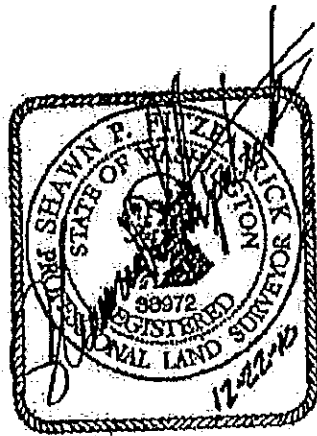


EXHIBIT "A"

1) 1)  
Filed for and return to:

Kay Jones  
City Clerk  
City of Cashmere  
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):** Jay Byers and Rena Byers, husband and wife  
**Grantee(s):** City of Cashmere, Washington, a Washington municipal corporation  
**Reference Number(s) of Documents Assigned or Released:** N/A  
**Abbreviated Legal Description:** Portions of Lots 6 - 14 of Block 1 Stewards Platt of Mission and portions of Lots 10 - 18, Block 1, J.F. Woodrings Plat of Mission  
**Complete or Additional Legal Description on Exhibit "A"**  
**Assessor's Parcel Number(s):** 23-19-04-850-065, 23-19-04-930-045

### STATUTORY WARRANTY DEED

THE GRANTORS, Jay Byers and Rena Byers, husband and wife, for and in consideration of vacation of right-of-way by the Grantee, City of Cashmere, Washington, a Washington municipal corporation, as petitioned by Grantors, convey and warrant to Grantee, City of Cashmere, Washington, the following described real estate, situated in the County of Chelan, State of Washington:

See Exhibit "A"

*[The remainder of this page left blank intentionally]*



That portion of Block 1, Stewards Plat of Mission ( now Cashmere ) according to the plat thereof, recorded in Book 1 of Plats, Page 19, records of Chelan County, Washington, more particularly described as follows:

The South 5.00 feet of Lots 6 through 14, parallel with the South line said Block 1.

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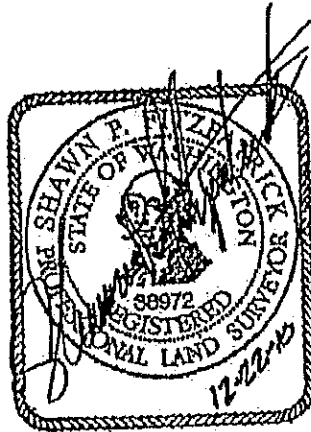


EXHIBIT "A"



# CITY OF CASHMERE SPECIAL USE PERMIT

\$20.00

This form is to be completed by any business, sports league or non-profit group that wishes to use City of Cashmere property for an organized activity including festivals, parades, performances, baseball, softball, soccer, etc. All uses must be approved by the Mayor or Director of Operations.

Name of Organization, Individual, or Business Barneip of Cashmere

Contact name Virginia Stades Contact Phone 782-3637

Address 112 Ellberta

Date(s) of Event 6-24-2011 to 6-25-11 Hours of Event 7- P.M. to 12 No. Attending \_\_\_\_\_

Activity Location Parking

Activity Description Outside Beer garden For Founders Days

Street Closure Requested? (Council approval required)  Yes  No

Time: From \_\_\_\_\_ to \_\_\_\_\_

Will electricity be required?  Yes  No (\$20 additional fee)

Will liquor be served? (Council approval required)  Yes  No (State liquor permit & \$1 Million liquor liability required)

Will you need extra City refuse dumpsters or containers?  Yes  No

Will portable restroom facilities be required?  Yes  No  
(Charges for extra refuse containers and/or porta-potties will be billed to your organization.)

Will goods or services be offered for sale on City property?  Yes  No (Vendor permit required)

Will activity conflict with City noise ordinance?  Yes  No (Noise permit required)

Will signs be displayed to advertise event?  Yes  No (Sign permit required)

**INSURANCE** – the City does not maintain insurance that will respond to claims against the applicant arising out of the use of facilities by the applicant, its members, or those attending the event. Depending on the size and/or activity and risk level of your group, you may be required to obtain bodily injury and property damage liability insurance in accordance with City policy, and name the City as an additional insured on the policy. You are responsible for obtaining said insurance. **Attach certificate of insurance.**

**HOLD-HARMLESS AGREEMENT** – The applicant organization or entity obtaining this permit agrees to defend, indemnify and hold harmless the City of Cashmere, its agents, employees and officials from all causes of action, demands and claims, including costs of defense, arising out of the acts or omissions of the applicant organization, its employees, representatives, concessionaires and persons for whose acts or omissions it is liable.

Virginia Stades  
Signature of Representative

5-18-2011  
Date

### CITY USE ONLY

State Liquor Permit:  Received  Not Required

Insurance Certificate:  Received  Not Required

City inspection of activity location:  Not Required  Complete

### Copies to:

Director of Operations

Sheriff's Department

Fire Dispatch

Approval Signature \_\_\_\_\_

Title \_\_\_\_\_



# Staff Summary

**Date:** May 23, 2011  
**To:** Cashmere City Council  
Mayor Irle  
**From:** Mark Botello  
**RE:** Surveying Services during construction for Sunset Highway.

---

Please see attached surveying services during construction for the Sunset Highway project. The Port of Chelan County and the City of Cashmere interlocal agreement references the attached surveying services fee, but was not approved by Council, because project was delayed for a year. The attached estimate was prepared prior to receiving bridge grant funds.

The following Council agenda item, addendum #1, will include the bridge surveying cost.

**RECOMMENDATIONS:**

Approve surveying services during construction for the Sunset Highway project

---



**Surveying Services During Construction  
Sunset Highway**

**SUBJECT PROPERTY:** City of Cashmere and Port of Chelan County Sunset Highway Road Improvements.

**SCOPE OF WORK:**

1. Field Work: Construction staking.
  - a) Right of way
  - b) Storm Drain system / Detention Pond
  - c) Water system
  - d) Sewer system
  - e) Electrical / Lighting
  - f) Curbing
  - g) Road surfacing
  - h) Monument preservation / Department of Natural Resources requirements
  
2. Office Work:
  - a) Horizontal alignment calculations
  - b) Vertical alignment calculations
  - c) Calculate data for required field staking listed above
  - d) Check field staking
  - e) Complete Department of Natural Resources monument destruction forms.

The survey costs for the above-described scope of work is \$31,140.00

\_\_\_\_\_  
Shawn P. Fitzpatrick, PLS

\_\_\_\_\_  
Gordon Irle-Mayor of Cashmere

# Staff Summary

**Date:** May 23, 2011  
**To:** Cashmere City Council  
Mayor Irle  
**From:** Mark Botello  
**RE:** Addendum 1; Surveying Services during construction for Sunset Highway Bridge Replacement.

---

Please see attached addendum #1 surveying services during construction for the Sunset Highway bridge replacement project.

**RECOMMENDATIONS:**

Approve addendum #1 surveying services during construction for the Sunset Highway bridge replacement project.

---

Addendum #1 to General Services Agreement between City of Cashmere and Fitzpatrick  
Surveying; dated February 1, 2010 for the Surveying Services During Construction 2010- Sunset  
Highway Project



**ADDENDUM 1  
Surveying Services During Construction  
Sunset Highway**

**SUBJECT PROPERTY:** City of Cashmere Sunset Highway Road Bridge Replacement

**SCOPE OF WORK:**

1. Field Work: Construction staking.
  - a) Right of way
  - b) Horizontal Alignment
  - c) Vertical Alignment
  - d) Utilities
  - e) Surfacing
  - f) Asbuilt constructed bridge and components
  
2. Office Work:
  - a) Horizontal alignment calculations
  - b) Vertical alignment calculations
  - c) Calculate data for required field staking listed above
  - d) Check field staking
  - e) Asbuilt reports and drafting exhibits

The survey costs for the above-described scope of work is \$7,200

---

Shawn P. Fitzpatrick, PLS

---

Gordon Irle-Mayor of Cashmere

# Staff Summary

**Date:** May 23, 2011  
**To:** Cashmere City Council  
Mayor Irle  
**From:** Mark Botello  
**RE:** RH2 Supplement No 2; Agreement for Sunset Highway.

---

Please see RH2 Supplemental Agreement for the Sunset Highway Project. This agreement is subject to final WSDOT approval for the category amounts. The FINAL maximum total payout will not change.

**Recommendation:**

Move to approve RH2 Supplemental Agreement in the amount off \$412,845 and subject to WSDOT approval

---

**EXHIBIT B-1**  
**SCOPE OF WORK**  
**CITY OF CASHMERE**  
**SUNSET HIGHWAY RECONSTRUCTION PROJECT**  
**SERVICES DURING CONSTRUCTION ENGINEERING**  
**SUPPLEMENT No. 2**

The following is a supplement to the Scope of Work for Sunset Highway Reconstruction Project. This supplement is intended to cover all work necessary to administer this project through construction and environmental monitoring compliance.

**SERVICES DURING CONSTRUCTION (SDC)**

This supplement will provide construction administration and inspection services for a 120-working-day (approximately 6-month) contract. The construction activities are expected to be completed in the summer and fall of 2011. Construction administration services include time before and after execution of the construction contract tasks. Additional tasks that may occur beyond what is anticipated will need to be negotiated through an additional supplement.

**Task 9 - Construction Administration**

**Objective**

Provide construction administration services for the Sunset Highway reconstruction project.

**Tasks**

1. Project Management – Review invoices and budget throughout the construction phase of the project. Communicate status of construction and budget with the client on a weekly basis during project. Coordinate with staff and contractor, and administer request for sublets, lower tier subcontractor certification and statement of intents. Maintain project files.
2. Pre-construction Conference – Set up and attend the pre-construction conference. Prepare and send out invitations and agenda. Prepare meeting minutes from the pre-construction conference.
3. Quality Control – Review submittals for approximately 85 work items (to include QPLs, RAM, manufacturer certificate of Compliance, Certificate of Material Origin, shop drawings, fabrication inspection, mix designs, Scaleman’s daily, scale check, Batch Plant Certification) in accordance with the project plans and specifications. Maintain record of materials on a weekly basis during construction. Coordinate with the testing lab to facilitate materials testing in accordance with the plans and specifications. Review materials testing data for compliance with the plans and specifications. Materials testing lab will be an on-call sub-consultant to RH2 Engineering, Inc.

4. RFIs, Meetings and Questions – Respond to contractor information requests (RFIs), attend project meetings and/or address construction issues. Answer contract questions that cannot be addressed in the field by the inspector.
5. Progress Payments – Prepare six pay estimates based on quantities provided by the inspector.
6. Change Orders – Review and prepare up to four change orders for City of Cashmere (City), Port of Chelan County (Port) and Washington State Department of Transportation (WSDOT) approval. This work includes coordination with contractor, conflict resolution, claims resolution, and coordination with WSDOT Local Agency staff.
7. Compliance with Federal Contract Provisions – Complete paperwork associated with federal requirements, including certified payrolls, wage rate interviews, EEO and trainee requirements, and DBE and ADA requirements.

## **Task 10 – Roadway Inspection**

### **Objective**

Provide construction inspection services for the roadway portion of the Sunset Highway reconstruction project.

### **Tasks**

1. Preparation – Prepare necessary paperwork for inspection and quantity tabulation, including pay notes for each item, quantity ledgers and traffic control worksheets. Assemble other WSDOT-provided contract forms used in the project.
2. Inspection – Provide inspection services as needed to monitor contracting activities. This estimate assumes one full-time inspector and one part-time inspector at key points throughout the work. Additional time will be as approved by the City and compensated via a contract supplement, or an inspector will be provided by the City for additional time. Inspection duties will include the following.
  - a. Monitoring and documenting the contractor’s daily operations through daily reports and photographs of the construction.
  - b. Collecting item quantity tickets (IQTs) and measurements of all items to be used in preparing the pay estimates.
  - c. Addressing construction issues and questions on-site.
  - d. Collecting and maintaining records for utilities, earthwork, surfacing, concrete, asphalt and traffic control items. Maintaining the project ledger for payment of contract items.
  - e. Providing weekly working days statements to the City and the contractor.
  - f. Conducting and preparing documentation for wage interviews.

## **Task 11 – Bridge Inspection**

### **Objective**

Provide construction inspection services for the bridge portion of the Sunset Highway reconstruction project.

### **Tasks**

1. Preparation – Prepare necessary paperwork for inspection and quantity tabulation, including pay notes for each item, quantity ledgers and traffic control worksheets. Assemble other WSDOT-provided contract forms used in the project.
2. Inspection – Provide inspection services as needed to monitor Contracting activities. This estimate assumes one full-time inspector and one-part time inspector at key points throughout the work. Additional time will be as approved by the City and compensated via a contract supplement, or an inspector will be provided by the City for additional time. Inspection duties will include the following.
  - a. Monitoring and documenting the Contractor’s daily operations through daily reports and photographs of the construction.
  - b. Collecting item quantity tickets (IQTs) and measurements of all items to be used in preparing the pay estimates.
  - c. Addressing construction issues and questions on-site.
  - d. Collecting and maintaining records for utilities, earthwork, surfacing, concrete, asphalt and traffic control items. Maintaining the project ledger for payment of contract items.
  - e. Providing weekly working days statements to the City and the Contractor.
  - f. Conducting and preparing documentation for wage interviews.

## **Task 12 - Final Records and Project Closeout**

### **Objective**

Provide professional services for the final project closeout and required documentation for federally funded projects.

### **Tasks**

1. As-Constructed Drawings – Review as-constructed drawings prepared by the contractor and provide additional information based on the inspector’s records. Prepare electronic files.
2. Completion Paperwork – Organize and maintain project records for closeout and review by WSDOT Local Programs. Prepare notifications, final reports, materials certifications, review affidavits of wages paid and provide protection releases.
3. Local Programs Coordination – Coordinate with WSDOT Local Programs during the closeout process and provide contract documentation for WSDOT review.



## Task 13 - Additional Project Management

### Objective

Provide professional services for a Federal Highway Administration (FHWA) design review initiated by the WSDOT. Provide professional services to assist with the preparation of the interlocal agreement between the City and Port.

### Tasks

1. FHWA Design Review -- This task involves effort before, during, and after the FHWA design review. Tasks include preparing a design report in accordance with FHWA design review guidelines, attend an all-day review meeting, and respond to follow-up review comments.
2. City/Port Agreement -- This task involves effort related to the preparation of the interlocal agreement between the City of Cashmere and Port of Chelan County. Efforts for this task include preparation of the agreement document and supporting exhibits. In addition, this task includes up to three meetings with City and Port staff to discuss the agreement.

## Task 14 - Environmental Monitoring

### Objective

In accordance with the approved permit documents, the wetland and stream mitigation efforts will require environmental monitoring for a period of 3 years following successful installation of the mitigation areas. Monitoring shall begin the first growing season following successful installation (spring 2013). Monitoring efforts are to be carried out annually per the approved Monitoring Plan, which is detailed in the *Revised Critical Areas Report and Wetland Mitigation Plan* (March 2011). The results of monitoring activities shall be communicated to the City, the Washington State Department of Ecology and the Army Corps of Engineers via an annual monitoring report, consistent with the Corps Regulatory Guidance Letter 06-03, or newer. The following subtasks are intended to satisfy this requirement.

### Tasks

1. Year 1 Monitoring and Report -- Conduct Year 1 monitoring site visit. Establish photopoint locations and linear transect locations for Year 1 and subsequent monitoring efforts. Record photopoint and transect locations on a monitoring plan map. Record visual progress of mitigation patches via photopoints. Complete transect measurements for percent cover of native and non-native vegetation in the mitigation areas and record results on field data forms. Record site progress with respect to dead or dying plant material, invasive and weedy plant species presence and competition, site hydrology, buffer conditions, wildlife usage, soil conditions, structures, etc. Use the results of field monitoring to complete a Year 1 Monitoring Report. Finalize monitoring plan map, site photographs document, and field data forms for inclusion in Year 1 Monitoring Report. Report on-site conditions, site progress in meeting performance standards, recommendations for site success and/or maintenance activities, etc. Produce Year 1 Monitoring Report and transmit copies to the City, Ecology and the Corps. Coordinate review and approval and any maintenance work needing to be completed as a result of monitoring efforts.
2. Year 2 Monitoring and Report -- Conduct Year 2 monitoring site visit. Utilize photopoint locations and linear transects established during Year 1 monitoring. Record visual progress of

mitigation patches via photopoints. Complete transect measurements for percent cover of native and non-native vegetation in the mitigation areas and record results on field data forms. Record site progress with respect to dead or dying plant material, invasive and weedy plant species presence and competition, site hydrology, buffer conditions, wildlife usage, soil conditions, structures, etc. Use the results of field monitoring to complete a Year 2 Monitoring Report. Include monitoring plan map, site photographs, and field data forms in Year 2 Monitoring Report. Report on site conditions, site progress in meeting performance standards, recommendations for site success and/or maintenance activities, etc. Produce Year 2 Monitoring Report and transmit copies to the City, Ecology and the Corps. Coordinate review and approval and any maintenance work needing to be completed as a result of monitoring efforts.

3. Year 3 Monitoring and Report – Conduct Year 3 monitoring site visit. Utilize photopoint locations and linear transects established during previous monitoring. Record visual progress of mitigation patches via photopoints. Complete transect measurements for percent cover of native and non-native vegetation in the mitigation areas and record results on field data forms. Record site progress with respect to dead or dying plant material, invasive and weedy plant species presence and competition, site hydrology, buffer conditions, wildlife usage, soil conditions, structures, etc. Use the results of field monitoring to complete a Year 3 Monitoring Report. Include monitoring plan map, site photographs, and field data forms in Year 3 Monitoring Report. Report on site conditions, site progress in meeting performance standards, recommendations for site success and/or maintenance activities, etc. Produce Year 3 Monitoring Report and transmit copies to the City, Ecology and the Corps.
4. Site Close-out – Monitoring of the mitigation areas is expected to be completed in Year 3; however, close-out of the site is largely dependent on whether the site is meeting the performance standards outlined in the Monitoring Plan. During the Year 3 monitoring, RH2 will determine whether the site is or is not meeting performance standards and if not, RH2 will work with the City to bring the site into compliance as needed. Following this additional compliance work, RH2 will complete and submit the Year 3 Monitoring Report to the agencies requesting site close-out. If the site is meeting performance standards, RH2 will request and coordinate site buy-off through the regulatory agencies with the Year 3 Monitoring Report.

### **ITEMS TO BE FURNISHED TO RH2 BY THE CITY**

The City will provide the following items and services to RH2.

- Assist with public coordination services, including coordination with property owners, tenants, businesses, emergency services and other municipal services. The City will serve as the point of contact for public concerns relating to the project.

### **DOCUMENTS TO BE FURNISHED BY RH2**

The following documents, exhibits or other presentations will be provided to the City.

- One full-size copy and one half-size copy of as-constructed drawings.
- Electronic and one hard copy of environmental monitoring reports and mitigation coordination correspondence between RH2 and City, Ecology or Corps staff.

**EXHIBIT B-2 (Supplement No. 2)**

**City of Cashmere  
Sunset Highway Reconstruction Project  
Services During Construction**

Task #	Description Classification	Principal Professional IX		Project Manager		Environmental Scientist		Staff Engineer		Word Processor		Total Hours	Total Expense	Total Cost
		Professional V	Professional IV	Professional III	Professional II	Professional I	Professional I	Technician I	Sub-Consultant					
<b>Task 9 SDC - Construction Administration</b>														
9.1	Project Management	2	24	-	-	-	-	-	-	-	6	5,449.05	\$ 54.00	\$ 5,503.05
9.2	Pre-Construction Conference	6	6	-	-	-	-	6	-	-	2	3,099.01	\$ 34.00	\$ 3,133.01
9.3	Quality Control	60	20	-	-	-	-	-	-	-	-	13,600.59	\$ 7,181.00	\$ 20,781.59
9.4	RHs, Meetings and Questions	2	24	8	32	-	-	32	-	-	-	11,471.53	\$ -	\$ 11,471.53
9.5	Progress Payments	18	6	8	24	-	-	24	-	-	6	7,580.01	\$ 54.00	\$ 7,634.01
9.6	Change Orders	4	32	8	12	-	-	12	-	-	4	10,545.26	\$ 36.00	\$ 10,581.26
9.7	Compliance with Federal Contract Provisions	8	20	20	8	-	-	8	-	-	250	27,952.15	\$ 2,550.00	\$ 30,202.15
	<b>Subtotal</b>		184	63	82	70	80	268	70	268	7,181.00	\$ 2,427.00	\$ 89,306.17	
<b>Task 10 SDC - Roadway Inspection</b>														
10.1	Preparation	-	12	-	-	-	-	12	-	-	-	3,352.03	\$ -	\$ 3,352.03
10.2	Inspection	-	250	125	1000	-	-	1000	-	-	-	14,401.56	\$ 3,750.00	\$ 18,151.56
	<b>Subtotal</b>		262	125	1012	-	-	1012	-	-	-	18,554.38	\$ 3,750.00	\$ 22,304.38
<b>Task 11 SDC - Bridge Inspection</b>														
11.1	Preparation	-	12	-	-	-	-	12	-	-	-	3,153.03	\$ -	\$ 3,153.03
11.2	Inspection	-	160	80	640	-	-	640	-	-	-	93,697.00	\$ 15,000.00	\$ 111,097.00
	<b>Subtotal</b>		172	80	652	-	-	652	-	-	-	96,850.02	\$ 15,000.00	\$ 114,250.02
<b>Task 12 Final Records and Project Closeout</b>														
12.1	As-Constructed Drawings	2	12	-	-	-	-	24	-	-	6	7,322.84	\$ -	\$ 7,322.84
12.2	Completion Paperwork	-	30	30	30	-	-	30	-	-	30	17,108.68	\$ 270.00	\$ 17,378.68
12.3	Local Programs Coordination	2	20	-	-	-	-	20	-	-	20	3,579.63	\$ -	\$ 3,579.63
	<b>Subtotal</b>		62	60	64	64	64	36	64	36	28,011.15	\$ 2,850.00	\$ 30,871.15	
<b>Task 13 Additional Project Management</b>														
13.1	FHWA Review	-	20	-	-	-	-	20	-	-	-	3,579.63	\$ -	\$ 3,579.63
13.2	City / Port Agreement	-	40	-	-	-	-	40	-	-	-	7,159.27	\$ -	\$ 7,159.27
	<b>Subtotal</b>		60	-	-	-	-	60	-	-	-	10,738.90	\$ -	\$ 10,738.90
<b>Task 14 Environmental Monitoring</b>														
14.1	Year 1 Monitoring and Report	-	2	-	-	-	-	2	-	-	4	4,751.43	\$ -	\$ 4,751.43
14.2	Year 2 Monitoring and Report	-	2	-	-	-	-	2	-	-	4	3,597.32	\$ -	\$ 3,597.32
14.3	Year 3 Monitoring and Report	-	2	-	-	-	-	2	-	-	4	3,750.01	\$ -	\$ 3,750.01
14.4	Site Close-Out	-	2	-	-	-	-	2	-	-	3	1,651.53	\$ -	\$ 1,651.53
	<b>Subtotal</b>		6	-	-	-	-	6	-	-	15	13,780.29	\$ -	\$ 13,780.29
<b>Subtotal Sunset Highway Reconstruction SDC Tasks</b>		10	696	303	1148	776	80	319	776	319	3414	\$ 378,633.11	\$ 22,181.00	\$ 412,814.52

# Staff Summary

**Date:** May 23, 2011  
**To:** Cashmere City Council  
Mayor Irle  
**From:** Mark Botello  
**RE:** Interlocal Agreement between City of Cashmere and Port of Chelan County for the Sunset Highway Project

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The interlocal agreement will be provided at the Council meeting by legal and staff. At the February 14, 2011 Council meeting Council approved the interlocal as to form. Provided is a mark-up version on the percentages and cost estimates. Below is an excerpt from the February 14 meeting:

PORT DISTRICT INTERLOCAL AGREEMENT - SUNSET HIGHWAY PROJECT – APPROVAL  
SUBJECT TO FINAL ENGINEER'S ESTIMATES

The City Attorney, City staff and the Port District have been working on the Interlocal Agreement for the Sunset Highway project. City staff recommends approving the Agreement as to form. The percentage amount and dollar amounts will be added when the final engineer's estimates are calculated right before going out to bid. The council will take action on the final Interlocal Agreement when the figures are added.

MOVED by Councilor Moore and seconded by Councilor Fletcher to approve the Interlocal Agreement as to form. Motion carried.

Filed for and return to:

Charles D. Zimmerman  
Ogden Murphy Wallace, PLLC  
Riverfront Center  
1 Fifth Street, Suite 200  
Wenatchee, WA 98801

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

**Grantor(s): PORT OF CHELAN COUNTY and CITY OF CASHMERE**

**Grantee(s): PORT OF CHELAN COUNTY and CITY OF CASHMERE**

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

**Legal Description: Portion of Tax Parcel #'s 23-19-05-95-010, 23-19-05-110-500, 23-19-05-110-550, 23-19-05-110-600, 23-19-05-11-0650, and Sunset Highway rights-of-way.**

**Assessor's Parcel Numbers: Portion of Tax Parcel #'s 23-19-05-95-010, 23-19-05-110-500, 23-19-05-110-550, 23-19-05-110-600, 23-19-05-11-0650, and Sunset Highway rights-of-way.**

**PORT OF CHELAN / CITY OF CASHMERE  
INTERLOCAL AGREEMENT FOR SUNSET HIGHWAY ROAD  
AND WATERLINE IMPROVEMENT PROJECT**

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

WHEREAS, the City and Port have been working together to make improvements to Sunset Highway and the Mission Creek Bridge Replacement which improvements include installation of new water and wastewater lines, full roadway reconstruction improvements which include sidewalk, curb and gutter, illumination, landscaping and stormwater conveyance system in the areas depicted in Exhibit "A" and as described in Exhibit "B" to this Agreement (the "Project"); and

WHEREAS, both the City and Port have agreed to share in the cost of construction of the Project which will be administered by the City; and

(CDZW0145133.DOC;400080.005063\} (02/10/2011)

INTERLOCAL AGREEMENT

Page 1 of 8.

WHEREAS, both the City and Port have determined that it would be economically beneficial for both Parties to agree to construction of the Project pursuant to the terms of this Agreement;

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

1. **Purpose.** The purpose of this Agreement is to provide for completion of the construction Project for the benefit of the City and Port.

2. **Scope of Work.** The scope of work associated with this Agreement shall consist of completion of the Project as depicted in Exhibit "A" and as the Project improvements are further described in Exhibit "B" to this Agreement. A cost estimate containing a list of construction bid items associated with the Project and assigning to the City and Port percentage portions of the Project work is set forth in Exhibit "C" to this Agreement. The engineering agreement between the City and RH2 Engineering, and costs associated with the same, and the surveying agreement between the City and Fitzpatrick Surveying, PLLC, and costs associated with the same, are identified in Exhibit "D". Portions of Port property and City right-of-way along Sunset Highway, as identified in Exhibit "E" to this Agreement, shall be made available for use by the Project Construction Contractor as a construction staging area and temporary storage area and construction easement during the time the Project Construction Contractor is under contract with the City to perform work on the Project pursuant to this Agreement. Exhibits "A", "B", "C", "D", and "E" are, by this reference, made parts of this Agreement as if set forth in full.

3. **Port's Obligations.** The Port shall:

3.1 At Port expense, cause all engineering design and specifications for the Port-related portions of the Project to be completed by RH2 Engineering, its consulting engineer, prior to the Project bid packet preparation.

3.2 Review the conceptual engineering design plan and profile sheets for the Project provided by RH2 Engineering; and review and approve 100% Plans, Specifications and Estimate (PS&E) package for bid advertisement.

3.3 Pay the City pursuant to the terms of Sections 6 and 7 of this Agreement.

3.4 Review and approve, if reasonable and necessary, any change order concerning any Port-related portion of the Project and any change order benefiting both the City and Port-related portions of the Project.

3.5 Make the portions of the Port property, identified in Exhibit "E" to this Agreement, available for use by the Project Construction Contractor as a staging and

storage area and construction easement during the time the Project Construction Contractor is under contract with the City to perform work on the Project.

4. **City's Obligations.** The City shall:

4.1 At City expense, cause all engineering design and specifications for the City-related portions of the Project to be completed by RH2 Engineering, its consulting engineer, prior to the Project bid packet preparation.

4.2 Administer the bidding and construction contract award for the Project, including:

- (a) Coordinate preparation of bid documents for the Project;
- (b) Advertising for construction bids following approval of bid documents by the Port;
- (c) Pre-qualification of contractors; and
- (d) Decision to and awarding of the construction contract to the lowest responsible bidder based on the lowest total bid submitted for all combined schedules of work for the Project (the "Project Construction Contractor"). The City shall have the authority to accept or reject all contractor bids.

4.3 Administer and cause the construction contract for the Project to be completed, including:

- (a) Scheduling the construction work;
- (b) Disbursement of payments to the contractor and consulting engineer; and
- (c) Administration of change orders and payment for any change order concerning the City-related portion of the Project and obtaining approval from the Port for any change order concerning the Port-related portion of the Project, and any change order benefiting both the City and Port-related portions of the Project, before the City may agree to any such change order.

4.4 Provide field engineering, including survey control and construction staking.

4.5 Provide construction inspection, including contractor supervision and field laboratory services, as necessary for construction of the Project.

4.6 Be responsible for the administration and management of the Project.

4.7 Require the Project bid documents contain a provision requiring that all quality fill material generated from the Project be placed on the property owned by the Port for future use by the Port. The area where the fill material shall be placed shall be selected by the Port in consultation with the Project consulting engineers and designated in the Project construction documents.

5. **Duration and Termination.** This Agreement shall become effective upon the filing of the executed Agreement with the Chelan County Auditor pursuant to RCW 39.34.040. This Agreement will terminate upon the completion of the Project as determined by RH2 Engineering and following final acceptance of the Project by the City Council, and the final payment by the Port to the City pursuant to Section 6 of this Agreement. If on or before December 31, 2011, a contract has not been entered into by the City for the construction of the Project, this Agreement shall terminate.

6. **Payments by Port to City Related to Construction Costs.** The City and the Port agree that the portion of the Project to be paid for by the Port shall be **34.11 percent** of the total construction contract amount, less payments for change orders, construction phase engineering and survey costs which will be addressed separately below herein, up to a maximum total payments amount of **\$1,126,170**. This percentage and maximum total payments figure were arrived at by the Parties after an analysis of the estimated costs of the total Project and the estimated costs of the portions of the Project to be paid for by the Port and City.

The Parties agree that the percentage of the cost for this Project allocated to the Port as set forth above in this Section 6 is based upon the engineers' estimate of total costs of the Project as set forth in Exhibit "C" to this Agreement. The maximum total payments amount to be paid by the Port as set forth above in this Section 6 represents an amount equal to the engineers' estimate of the Port's estimated percentage share of the total cost of the construction contract plus 10% and does not include payments for change orders, construction phase engineering and survey costs. The Parties agree that it is in the best interests of both Parties to accept the bid of the lowest responsible overall bid for the total Project. Because the Project has several components, the Parties have agreed in advance through this provision to share the costs of the Project relative to one another as provided in this Section 6, rather than require that both Parties provide consent for the award of the bid for the Project which could lead to an examination of the line item unit cost components of the various bidders and may lead to one Party or the other determining that an award should not be made.

Within thirty (30) days following the City's execution of a construction contract for the Project with the Project Construction Contractor selected by the City, the Port shall deposit an amount equal to the lesser of: (i) fifty percent (50%) of the Port's percentage of



the construction contract amount calculated based upon the total bid schedules for the Project submitted by the Project Construction Contractor, or (ii) fifty percent (50%) of the maximum total payments amount figure. This payment by the Port shall be set aside by the City as a reserve fund to be used by the City to reimburse the City for work performed by the Project Construction Contractor after the Port has paid an amount equal to the reserve amount through periodic billings. The periodic billings from the City to the Port shall be for the Port's percentage of the overall percentage of the portion of the Project performed by the Project Construction Contractor as represented in the City's periodic pay requests to the Port. After the Port has paid total progress payments in an amount equal to the reserve fund deposit initially made by the Port, the City shall not bill the Port further, unless further billings are a result of change orders as addressed below herein or quantity-based contract adjustments. All funds paid by the Port to the City shall be used by the City to pay the Project Construction Contractor or to reimburse the City for payments already made by the City to the Project Construction Contractor on the Project. The progress payments shall be made by the Port to the City within thirty (30) days following receipt of progress pay requests from the City. Any payment past due shall accrue interest at the rate of 8% per annum until the entire outstanding balance of the past due principal and interest is paid.

With respect to change orders, the Parties agree that payments for change orders shall be based upon whether the change order is for work to be performed for the benefit of both Parties or for only one Party or the other. The decision as to whether a change order benefits both of the Parties or whether only one Party is benefitted by a change order shall be as reasonably determined by RH2 Engineering. Those change orders that benefit both of the Parties shall be paid for by the City and the Port shall reimburse the City a percentage of the change order amount using the percentage identified above-herein to be paid for by the Port with respect to the entire Project. Those change orders related to portions of the Project identified in Exhibits "A," "B," and "C" as City work shall be paid for by the City and those change orders related to portions of the Project identified in Exhibits "A," "B," and "C" as Port work shall be paid for by the Port. All payments for change orders shall be made by the City to the Project Construction Contractor and the Port shall reimburse the City for those change orders, reasonably determined by RH2 Engineering to be related to the Port portions of the Project within thirty (30) days of receipt of a pay request from the City for any Port-approved change order. With respect to change orders: (i) related to Port portions of the Project, or (ii) related to both City and Port portions of the Project, prior written approval from the Port shall be obtained before approval of the change order, but the Port agrees to not unreasonably withhold approval of any change order determined by RH2 Engineering to be reasonable and necessary for purposes of completing the Project. City shall have sole authority to approve, without Port involvement, any change orders related to City only portions of the Project.

**7. Payments by Port to City Related to Construction Phase Engineering and Surveying Costs.** The City and Port agree that the Port shall pay **34.11 percent** of the construction phase engineering and surveying costs for the Project as identified in

{CDZW0145133.DOC;4\00080.005063\} (02/10/2011)

INTERLOCAL AGREEMENT

Page 5 of 8.

Exhibit "D," up to a maximum payments amount of \$140,821, based upon progress invoices provided by the City's consulting engineer and the City's surveyor to the City and in turn forwarded to the Port. Payment shall be made by the Port to the City within thirty (30) days following receipt of invoices from the City. Past due payments shall accrue interest at the rate of eight percent (8%) per annum until the entire outstanding balance of the past due principal and interest is paid. The Parties agree that this percentage method of allocation of costs for the construction phase engineering and surveying for this Project is in the best interests of both Parties and fairly reflects the portions of the construction phase engineering and surveying which should be paid by each Party.

With respect to change orders, the Parties agree that payments for consulting engineering and/or surveying services for change orders shall be based upon whether the change order is for work that is work to be performed that benefits portions of the Project constructed for one Party or the other, or both. Both Parties agree that payments for work performed by the consulting engineer or surveyor related to change orders that benefit both Parties shall be paid for on the percentage set forth above in this Section. To the extent a change order is beneficial only to a portion of the Project described as a portion related to only one Party to this Agreement, then the consulting engineering services or surveying services related to that change order, shall be paid for one hundred percent (100%) by that particular Party. For purposes of determining whether any change orders relate to work that benefits one Party individually or both Parties, the Parties shall refer to the Project descriptions and the portions of the Project identified in Exhibit "B" to this Agreement. The Parties agree a recommendation as to the responsibility for payment of consulting engineering and/or surveying services change orders shall be made by RH2 Engineering and unless the recommendation is unreasonable, the Parties agree to accept the recommendation and share the costs accordingly.

8. **Administration.** The City shall administer this Agreement through its Mayor or his/her designee. The Port shall administer this Agreement through its Executive Director or his/her designee. The construction Project shall be administered by the City through its Mayor or his/her designee.

9. **Records.** The City shall keep and maintain accurate and complete cost records pertaining to the Project and this Agreement according to Washington State records retention requirements. The Port shall have full access and the right to examine any such records during the term of this Agreement. All records, books, documents and other materials maintained, prepared, or issued by the City in the implementation of this Agreement shall be the property of the City, which shall have the responsibility of the retention and release of those materials.

10. **Development Improvements – Port Property.** For a period of fifteen (15) years from the date this Agreement is recorded with the Chelan County Auditor, the City shall not require the Port, or its successors, to dedicate right-of-way or install curbs, gutters or

sidewalks in the Sunset Highway right-of-way abutting the Port property located on Sunset Highway as the Port Property is developed.

11. **Mutual Indemnity.** The Port shall indemnify, defend and hold harmless the City, its officers, officials, agents and employees from and against any and all claims, injuries, damages, losses, liability, or suits, including attorney fees, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of the Port, its officers, officials, agents, and employees, in connection with the Project described in this Agreement, or arising out of the Port's non-observance or non-performance of any law, ordinance, or regulation applicable to the Project.

The City shall indemnify, defend and hold harmless the Port, its officers, officials, agents and employees from and against any and all claims, injuries, damages, losses, liability, or suits, including attorney fees, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of the City, its officers, officials, agents and employees, in connection with the Project described in this Agreement, or arising out of the City's non-observance or non-performance of any law, ordinance or regulation applicable to the Project.

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

13. **Disputes, Attorneys Fees and Costs.** In the event a dispute arises under this Agreement, prior to commencement of any legal action, the Parties shall first participate in mediation before one independent mediator selected by the Parties. If the Parties are unable to select a mediator within ten (10) days of one Party's request for mediation, either Party may petition the presiding judge of the Chelan County Superior Court for appointment of a mediator. The cost of the mediator shall be paid equally by both Parties. The mediation shall be non-binding. Each Party shall pay its own attorneys' fees and costs in any mediation or litigation between the Parties arising out of the existence of this Agreement.

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

15. **Latecomers Agreement.** The Port and City recognize that the Port anticipates applying to the City for a Latecomers Agreement. Nothing in this Agreement shall be interpreted as precluding the Port from processing such an application with the City for purposes of seeking proportionate reimbursement for water system improvements paid for by

the Port and benefiting other properties. Any Latecomers Agreement will not apply to any existing water customer to the extent the existing water customer continues to use the same quantity of water in the same manner as the existing water customer is using water as of the date this Agreement is recorded with the Chelan County Auditor.

16. **Survival.** The provisions of Sections 6 and 7, and 10 through 19 of this Agreement, shall survive termination of this Agreement.

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

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

19. **Relationship of Parties.** The Parties acknowledge that no separate entity shall be created by entering into this Agreement. The conduct and control of the workplace safety measures required by the Project shall be the sole responsibility of the City and its Project Construction Contractor. The Parties, their respective officers, employees, consultants, agents, contractors, and/or subcontractors shall not be considered agents or employees of the other Party for any purposes.

**Approved by the Commissioners  
of the Port of Chelan County  
at an Open Public Meeting on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2011.**

**Approved by the City Council  
of the City of Cashmere  
at an Open Public Meeting on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2011.**

\_\_\_\_\_  
J.C. Baldwin, President

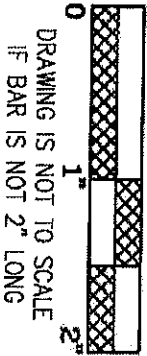
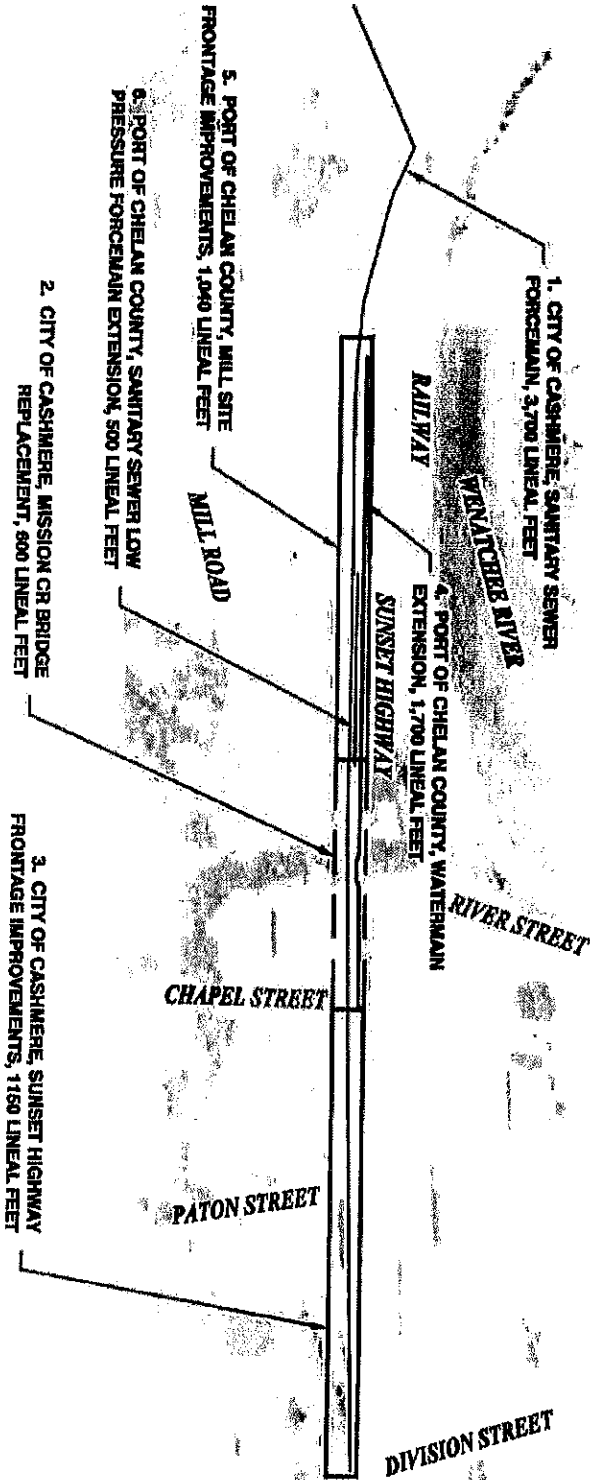
\_\_\_\_\_  
Gordon Irle, Mayor

Attest:

\_\_\_\_\_  
Michael H. Mackey, Vice President

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

\_\_\_\_\_  
Craig N. Larsen, Secretary



DRAWING IS NOT TO SCALE  
IF BAR IS NOT 2" LONG

# EXHIBIT "A"

NTS

REMOVED: 2/7/2011  
\*PLAN SHEET-A REMOVED 2010 05 11

## Exhibit "B"

### **1. Project Title: City of Cashmere Sanitary Sewer Forcemain**

#### **Project Length: Approximately 3,700 lineal feet**

The project will consist of construction of approximately 3,700 lineal feet of new 8-inch diameter ductile iron sanitary sewer high pressure forcemain from the West Cashmere Lift Station to the intersection of Division Street and Sunset Highway. The alignment will follow approximately 350 lineal feet of private easement then approximately 3,350 lineal feet of public right-of-way in Sunset Highway. Surface restoration is included where it will not be accomplished with the associated frontage improvement project (approximately 850 LF). Improvements will include approximately 600 LF of 2-inch and 6-inch PVC low pressure forcemain to be placed in the same trench as the 8-inch high pressure forcemain and 300 LF of 2-inch and 6-inch PVC low pressure forcemain to be placed in a new trench along Mill road and connected to the existing low pressure force mains.

### **2. Project Title: City of Cashmere, Mission Creek Bridge Replacement**

#### **Project Length: Approximately 600 lineal feet**

The project will consist of reconstruction of the Sunset Highway roadway including widening for a three-lane road section, construction of cement concrete curb, gutter and sidewalk from approximately Mill Road to Chapel Street. Reconstruction of the River Street and Chapel Street Intersections will be included in this project. Reconstruction of one half of the Mill Road Intersection will be included in the scope of this project. Replacement of the bridge of Mission Creek will be included in this project. The improvements will incorporate ADA ramps at each intersection and at other key pedestrian locations. New stormwater conveyance and treatment will be constructed. The project will also involve the installation of street trees and street-side lighting. This portion of the City's roadway project is funded using federal (FHWA), state (Transportation Improvement Board), and local (City of Cashmere) funds.

### **3. Project Title: City of Cashmere, Sunset Highway Frontage Improvements**

#### **Project Length: Approximately 1150 lineal feet**

The project will consist of reconstruction of the Sunset Highway roadway including widening for a three-lane road section, construction of cement concrete curb, gutter and sidewalk from Chapel Street to Division Street. Reconstruction of the Paton Street Intersection will be included in this project. The improvements will incorporate ADA ramps at each intersection and at other key pedestrian locations. New stormwater conveyance and treatment will be constructed. The project will also involve the installation of street trees and street-side lighting. This portion of the City's roadway project is funded using federal (FHWA), state (Transportation Improvement Board), and local (City of Cashmere) funds.

### **4. Project Title: Port of Chelan County, Watermain Extension**

#### **Project Length: Approximately 1,700 lineal feet**

The project will consist of construction of a new 16-inch diameter ductile iron watermain from the intersection of Chapel Street and Sunset Highway to approximately 1,000 lineal feet beyond the intersection of Sunset Highway and Mill Road. Improvements will include the addition of fire hydrants and the replacement of water services as well as system connection necessary to fully abandon the existing 10-inch diameter steel watermain presently in Sunset Highway. Surface restoration is not included and will be accomplished during the construction of the associated frontage improvement project.

**5. Project Title: Port of Chelan County, Mill Site Frontage Improvements**

**Project Length: Approximately 1,040 lineal feet**

The project will consist of reconstruction of the Sunset Highway roadway including widening for a three-lane road section, construction of cement concrete curb, gutter and sidewalk. Reconstruction of one half of the Mill Road intersection will be included in the scope of this project. The improvements will incorporate ADA ramps at each intersection and at other key pedestrian locations. New stormwater conveyance and treatment will be constructed. The project will also involve the installation of street trees and street-side lighting.

**6. Project Title: Port of Chelan County Sanitary Sewer Low Pressure Forcemain**

**Project Length: Approximately 500 lineal feet**

The project will consist of construction of approximately 500 LF of 2-inch and 6-inch PVC low pressure forcemain along Sunset Highway west of Mill Road to be placed in the same trench as the 8-inch high pressure forcemain.

The scope of improvements associated with the project are further detailed in the project plans and specifications identified as "City of Cashmere, Sunset Highway Roadway Improvements", on file with the City of Cashmere

**EXHIBIT C**

Item No.	Total Qty	Unit	Description	Group 1		Group 2		Group 3		Group 4		Group 5		Group 6		Group 7		Group 8		Unit Price	Engr Est.
				City Sewer Improvements Station 1+00 to 11+00, 17+50 to 35+50	Port Water Improvements Station 7+00 to 24+50	Port Sewer Improvements Station 11+00 to 17+50	Port Road Improvements Station 7+00 to 17+50	Bridge Improvements Station 19+71 to 20+94	City/HBP/TIB Bridge Improvements Station 17+50 to 19+71, 20+94 to 24+25	City/FHWA/TIB Roadway Improvements Station 24+25 to 35+50	City/TIB Roadway Improvements Station 1+00 to 35+50										
			<b>PREPARATION</b>																		
1	L.S.		MOBILIZATION	23311	27028	4693	41583	56168	22207	40398	2600									\$1.00	\$217,987
2	1.25	ACRE	CLEARING AND GRUBBING				1,000		0.25											\$3,000.00	\$3,750
3	L.S.		REMOVAL OF STRUCTURES AND OBSTRUCTIONS				10000	15000	10000	15000										\$1.00	\$60,000
4	L.S.		REMOVING EXISTING SUNSET HIGHWAY BRIDGE					60000												\$1.00	\$60,000
			<b>GRADING</b>																		
5	5,550	C.Y.	ROADWAY EXCAVATION INCLUDING HAUL				1700	250	1900	1700										\$8.00	\$44,400
6	1,670	C.Y.	EMBANKMENT COMPACTION				1100		550	20										\$5.00	\$8,350
			<b>STRUCTURES</b>																		
7	140	C.Y.	STRUCTURE EXCAVATION CLASS A INCL HAUL					140												\$20.00	\$2,800
8	L.S.		SHORING OR EXTRA EXCAVATION CL-A					5000												\$1.00	\$5,000
9	95	C.Y.	GRAVEL BACKFILL FOR WALL					95												\$40.00	\$3,800
10	2	EACH	FURNISHING AND DRIVING STEEL TEST PILE					2												\$3,500.00	\$7,000
11	730	L.F.	FURNISHING ST. PILE					730												\$100.00	\$73,000
12	18	EACH	DRIVING ST. PILING					18												\$1,500.00	\$27,000
13	5,625	LBS	ST. REINF. BAR FOR BRIDGE					5625												\$1.25	\$7,031
14	L.S.		SUPERSTRUCTURE - MISSION CREEK BRIDGE					1												\$365,140.85	\$365,141
15	55	C.Y.	CONC. CLASS 4000 FOR BRIDGE					55												\$700.00	\$38,500
16	L.S.		BRENDER OR RETAINING WALL MODIFICATIONS					7000												\$1.00	\$7,000
17	L.S.		BRENDER OR SIDEWALK BRIDGE DECK					24000												\$1.00	\$24,000
18	L.S.		NO NAME OR SIDEWALK BRIDGE DECK					65200												\$1.00	\$65,200
19	212	S.Y.	BRIDGE APPROACH SLAB					212												\$250.00	\$53,000
20	15	CY	CONC. CLASS 4000 FOR WALL					15												\$350.00	\$5,250
21	1,611	LBS	ST. REINF. BAR FOR WALL					1611												\$1.25	\$2,014
			<b>DRAINAGE</b>																		
22	14	EACH	INLET					4												\$800.00	\$11,200
23	28	EACH	CONC. SEDIMENTATION BASIN					8												\$300.00	\$8,400
24	14	EACH	CHECK DAM					1												\$160.00	\$2,240
25	30	C.Y.	QUARRY SPALLS																	\$50.00	\$1,500
			<b>STORM SEWER</b>																		
26	8	EACH	CATCH BASIN TYPE 1					1												\$1,000.00	\$8,000
27	1	EACH	CATCH BASIN TYPE 24 IN. DIAM.					1												\$2,500.00	\$2,500
28	2,403	L.F.	12 IN. DIAM. CORRUGATED POLYETHYLENE STORM SEWER PIPE					1027												\$25.00	\$60,085
29	689	L.F.	8 IN. DIAM. CORRUGATED POLYETHYLENE STORM SEWER PIPE					124												\$20.00	\$13,780
30	1	EACH	CATCH BASIN STORM FILTER (3-CARTRIDGE)					1												\$13,500.00	\$13,500
31	2,403	L.F.	TESTING STORM SEWER PIPE					1027												\$1.00	\$2,403
			<b>WATER LINES</b>																		
32	1,615	L.F.	DUCTILE IRON PIPE FOR WATER MAIN 16 IN. PRE-INSULATED DPIPE FOR WATER MAIN 12 IN. DIAM.					1615												\$80.00	\$129,200
33	134	L.F.	DUCTILE IRON PIPE FOR WATER MAIN 10 IN. DIAM.					134												\$350.00	\$46,900
34	10	L.F.	DUCTILE IRON PIPE FOR WATER MAIN 8 IN. DIAM.					10												\$70.00	\$700
35	240	L.F.	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM.					240												\$65.00	\$15,600
36	119	L.F.	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM. GATE VALVE 16 IN.					119												\$50.00	\$5,950
37	4	EACH	IGATE VALVE 16 IN.					4												\$5,000.00	\$20,000



Item No.	Total Qty	Unit	Description	Group 1 City Sewer Improvements Station 1+00 to 11+00, 17+50 to 35+50	Group 2 Port Water Station 7+00 to 24+50	Group 3 Port Sewer Improvements Station 11+00 to 17+50	Group 4 Port Road Improvements Station 7+00 to 17+50	Group 5 HBPT/IB Bridge Station 19+71 to 20+94	Group 6 City/HBP/IB Bridge Station 20+94 to 24+25	Group 7 City/HWA/IB Roadway Improvements Station 24+25 to 35+50	Group 8 City/IB Roadway Improvements Station 1+00 to 35+50	Unit Price	Engr Est.
38	2	EACH	GATE VALVE 10 IN.		2							\$1,900.00	\$3,800
39	5	EACH	GATE VALVE 8 IN.		5							\$1,200.00	\$6,000
40	4	EACH	GATE VALVE 6 IN.		4							\$1,000.00	\$4,000
41	1	EACH	AIR RELEASE AND VACUUM VALVE ASSEMBLY 2 IN.		1							\$3,000.00	\$3,000
42	6	EACH	HYDRANT ASSEMBLY		6							\$4,000.00	\$24,000
43	1	EACH	SERVICE CONNECTION 3/4 IN. DIAM. FOR WATER MAIN		1							\$1,600.00	\$1,600
44	3	EACH	SERVICE CONNECTION 1 IN. DIAM. FOR WATER MAIN		3							\$1,600.00	\$4,800
45	4	EACH	SERVICE CONNECTION 1 1/2 IN. DIAM. FOR WATER MAIN		4							\$1,800.00	\$7,200
46	3	EACH	SERVICE CONNECTION 2 IN. DIAM. FOR WATER MAIN		3							\$2,700.00	\$8,100
47	L.S.	L.S.	CONNECTION TO EXISTING MAIN - DETAIL A		2500							\$1.00	\$2,500
48	L.S.	L.S.	CONNECTION TO EXISTING MAIN - DETAIL B		2500							\$1.00	\$2,500
49	L.S.	L.S.	CONNECTION TO EXISTING MAIN - DETAIL C		2500							\$1.00	\$2,500
50	L.S.	L.S.	AIR RELEASE VAULT		25000							\$1.00	\$25,000
51	1	EACH	RESETTING EXISTING HYDRANT		1							\$2,000.00	\$2,000
<b>SANITARY SEWER</b>													
52	3,806	L.F.	DUCTILE IRON SANITARY SEWER PIPE 8 IN. DIAM.	3228		578						\$40.00	\$152,240
53	134	L.F.	PRE-INSULATED DUCTILE IRON PIPE FOR SEWER MAIN 8 IN. DIAM.	134								\$200.00	\$26,800
54	1,831	L.F.	PVC SANITARY SEWER PIPE 6 IN. DIAM.	905		626						\$25.00	\$38,275
55	50	L.F.	DUCTILE IRON SEWER PIPE 6 IN. DIAM.	50								\$35.00	\$1,750
56	141	L.F.	PRE-INSULATED DUCTILE IRON PIPE FOR SEWER MAIN 6 IN. DIAM.	141								\$150.00	\$21,150
57	1,592	L.F.	PVC SEWER FORCE MAIN 2 IN. DIAM.	906		626						\$15.00	\$22,980
58	50	L.F.	DUCTILE IRON PIPE FOR SANITARY SEWER 2 IN. DIAM.	50								\$50.00	\$2,500
59	139	L.F.	PRE-INSULATED PVC PIPE FOR SEWER MAIN 2 IN. DIAM.	139								\$50.00	\$6,950
60	L.S.	L.S.	CONNECTION TO EXISTING FORCE MAIN - DETAIL	2000								\$1.00	\$2,000
61	L.S.	L.S.	CONNECTION TO EXISTING FORCE MAIN - DETAIL	2000								\$1.00	\$2,000
62	L.S.	L.S.	CONNECTION TO EXISTING FORCE MAIN - DETAIL	2000								\$1.00	\$2,000
63	5	EACH	SERVICE CONNECTION 2 IN. DIAM. FOR SEWER MAIN	4		1						\$1,500.00	\$7,500
64	2	EACH	SEWER CLEANOUT	1		1						\$1,500.00	\$3,000
65	2	EACH	AIR RELEASE AND VACUUM VALVE ASSEMBLY 2 IN. (FOR SANITARY SEWER)	2								\$3,000.00	\$6,000
66	2	EACH	ECCENTRIC PLUG VALVE 8 IN. DIAM.	2								\$2,500.00	\$5,000
<b>SURFACING</b>													
67	7,130	TON	CRUSHED SURFACING BASE COURSE									\$18.00	\$128,340
68	1,880	TON	CRUSHED SURFACING TOP COURSE									\$22.00	\$41,360
69	440	TON	PERMEABLE BALLAST									\$30.00	\$13,200
<b>HOT MIX ASPHALT</b>													
70	3,230	TON	HMA CL-1/2 IN. PG 64-28									\$80.00	\$258,400
71	280	TON	COMMERCIAL ASPHALT	120								\$145.00	\$40,600
72	71	S.Y.	STREET TEXTURING									\$100.00	\$7,111
<b>IRRIGATION</b>													

Item No.	Total Qty	Unit	Description	Group 1 City Sewer Improvements Station 1+00 to 11+00, 17+50 to 35+50	Group 2 Port Water Station 7+00 to 24+50	Group 3 Port Sewer Improvements Station 11+00 to 17+50	Group 4 Port Road Improvements Station 7+00 to 17+50	Group 5 HBPT/IB Bridge Station 19+71 to 20+94	Group 6 City/HBP/IB Bridge Station 20+94 to 24+25	Group 7 City/HWA/IB Roadway Improvements Station 24+25 to 35+50	Group 8 City/IB Roadway Improvements Station 1+00 to 35+50	Unit Price	Engr Est.
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41	1	EACH	AIR RELEASE AND VACUUM VALVE ASSEMBLY 2 IN.		1							\$3,000.00	\$3,000
42	6	EACH	HYDRANT ASSEMBLY		6							\$4,000.00	\$24,000
43	1	EACH	SERVICE CONNECTION 3/4 IN. DIAM. FOR WATER MAIN		1							\$1,600.00	\$1,600
44	3	EACH	SERVICE CONNECTION 1 IN. DIAM. FOR WATER MAIN		3							\$1,600.00	\$4,800
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46	3	EACH	SERVICE CONNECTION 2 IN. DIAM. FOR WATER MAIN		3							\$2,700.00	\$8,100
47	L.S.	L.S.	CONNECTION TO EXISTING MAIN - DETAIL A		2500							\$1.00	\$2,500
48	L.S.	L.S.	CONNECTION TO EXISTING MAIN - DETAIL B		2500							\$1.00	\$2,500
49	L.S.	L.S.	CONNECTION TO EXISTING MAIN - DETAIL C		2500							\$1.00	\$2,500
50	L.S.	L.S.	AIR RELEASE VAULT		25000							\$1.00	\$25,000
51	1	EACH	RESETTING EXISTING HYDRANT		1							\$2,000.00	\$2,000
<b>SANITARY SEWER</b>													
52	3,806	L.F.	DUCTILE IRON SANITARY SEWER PIPE 8 IN. DIAM.	3228		578						\$40.00	\$152,240
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61	L.S.	L.S.	CONNECTION TO EXISTING FORCE MAIN - DETAIL	2000								\$1.00	\$2,000
62	L.S.	L.S.	CONNECTION TO EXISTING FORCE MAIN - DETAIL	2000								\$1.00	\$2,000
63	5	EACH	SERVICE CONNECTION 2 IN. DIAM. FOR SEWER MAIN	4		1						\$1,500.00	\$7,500
64	2	EACH	SEWER CLEANOUT	1		1						\$1,500.00	\$3,000
65	2	EACH	AIR RELEASE AND VACUUM VALVE ASSEMBLY 2 IN. (FOR SANITARY SEWER)	2								\$3,000.00	\$6,000
66	2	EACH	ECCENTRIC PLUG VALVE 8 IN. DIAM.	2								\$2,500.00	\$5,000
<b>SURFACING</b>													
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69	440	TON	PERMEABLE BALLAST									\$30.00	\$13,200
<b>HOT MIX ASPHALT</b>													
70	3,230	TON	HMA CL-1/2 IN. PG 64-28									\$80.00	\$258,400
71	280	TON	COMMERCIAL ASPHALT	120								\$145.00	\$40,600
72	71	S.Y.	STREET TEXTURING									\$100.00	\$7,111
<b>IRRIGATION</b>													

Item No.	Total Qty	Unit	Description	Group 1 City Sewer Improvements Station 1+00 to 11+00, 17+50 to 35+50	Group 2 Port Water Station 7+00 to 24+50	Group 3 Port Sewer Improvements Station 11+00 to 17+50	Group 4 Port Road Improvements Station 7+00 to 17+50	Group 5 HBP/TIB Bridge Station 19+71 to 20+94	Group 6 CIV/HBP/TIB Bridge Station 17+50 to 19+71, 20+94 to 24+25	Group 7 CIV/FHWA/TIB Roadway Station 24+25 to 35+50	Group 8 Roadway Station 1+00 to 35+50	Unit Price	Engr Est.
73	L.S.	L.S.	IRRIGATION SYSTEM				9285			13235		\$1.00	\$22,500
<b>EROSION CONTROL AND PLANTING</b>													
74	35	DAY	ESC LEAD				13			14		\$100.00	\$3,500
75	5,500	DOL	EROSION/WATER POLLUTION CONTROL	1000	1000		1500		1000	1000		\$1.00	\$5,500
76	1	ACRE	SEEDING FERTILIZING AND MULCHING				0.50		0.50			\$3,000.00	\$3,000
77	610	L.F.	WATTLE		180		430					\$5.00	\$3,050
78	700	L.F.	SILT FENCE		260		440					\$7.00	\$4,900
79	22	EACH	INLET PROTECTION		6		6					\$100.00	\$2,200
80	165	S.Y.	COMPOST BLANKET		165							\$5.00	\$825
81	1,060	S.Y.	STABILIZED CONSTRUCTION ENTRANCE		750		310					\$2.00	\$2,120
82	L.S.	L.S.	WETLAND MITIGATION		20000							\$1.00	\$20,000
<b>TRAFFIC</b>													
83	4,268	L.F.	CEMENT CONC. TRAFFIC CURB AND GUTTER				1837			1670		\$14.00	\$59,724
84	1,120	L.F.	CEMENT CONC. TRAFFIC CURB				160		759	675		\$18.00	\$20,160
85	75	L.F.	MOUNTABLE CEMENT CONC. TRAFFIC CURB				66		285	75		\$18.00	\$1,350
86	364	L.F.	CEMENT CONC. PEDESTRIAN CURB				66		48	250		\$12.00	\$4,368
87	1,094	L.F.	ROUNDABOUT CENTRAL ISLAND CEMENT CONCRETE CURB				200		394	500		\$22.00	\$24,068
88	3,750	L.F.	PAINT LINE							3750		\$0.40	\$1,500
89	300	L.F.	PLASTIC WIDE LINE							300		\$4.00	\$1,200
90	600	S.F.	PLASTIC CROSSWALK LINE				100			500		\$6.00	\$3,600
91	110	L.F.	PLASTIC STOP LINE							110		\$15.00	\$1,650
92	16	EACH	PLASTIC YIELD LINE SYMBOL				8			8		\$50.00	\$800
93	22	EACH	PLASTIC TRAFFIC ARROW				6			16		\$150.00	\$3,300
94	L.S.	L.S.	PERMANENT SIGNING				5000		4000	6000		\$1.00	\$15,000
95	L.S.	L.S.	ILLUMINATION SYSTEM				22500		12500			\$1.00	\$67,500
96	L.S.	L.S.	PEDESTRIAN CONTROL AND PROTECTION	500	500		500		500	500		\$1.00	\$2,500
97	L.S.	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	5000	5000		5000		5000	5000		\$1.00	\$26,500
<b>OTHER ITEMS</b>													
98	L.S.	L.S.	SHORING OR EXTRA EXCAVATION CLASS B				1500			2000		\$1.00	\$8,500
99	L.S.	L.S.	TRENCH DEWATERING	3000	1500		1000			1000		\$1.00	\$7,000
100	L.S.	L.S.	PEDESTRIAN CROSSING SYSTEM							10000		\$1.00	\$10,000
101	3,040	L.F.	CONDUIT PIPE 2 IN. DIAM.							3040		\$2.00	\$6,080
102	8	EACH	INSTALLATION OF PUD VAULT							8		\$1,000.00	\$8,000
103	130	C.Y.	STRUCTURE EXCAVATION CLASS B INCL HAUL FOR DRY UTILITIES							130		\$20.00	\$2,600
104	L.S.	L.S.	UTILITIES							500		\$1.00	\$500
105	2,027	S.Y.	CEMENT CONC. SIDEWALK				1079		337	612		\$42.00	\$85,134
106	3	EACH	CEMENT CONC. CURB RAMP TYPE PARALLEL A				1		1	1		\$1,500.00	\$4,500
107	3	EACH	CEMENT CONC. CURB RAMP TYPE COMBINATION				2			1		\$1,500.00	\$4,500
108	11	EACH	DIRECTION A				4		5	2		\$1,500.00	\$16,500
109	416	S.Y.	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 1				69		168	180		\$45.00	\$18,725
110	282	S.Y.	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 3				60		222	222		\$45.00	\$12,670
111	70	S.Y.	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 4				70			70		\$45.00	\$3,150
112	55	C.Y.	TOP SOIL TYPE C				22		9	23		\$50.00	\$2,733
113	7	EACH	PLANT SELECTION PURPLE ASH TREE				4		1	2		\$150.00	\$1,050
114	6	EACH	PLANT SELECTION RED OAK TREE				4		1	2		\$150.00	\$900
115	5	EACH	PLANT SELECTION SCARLET OAK TREE				2		1	2		\$150.00	\$750
116	6	EACH	PLANT SELECTION LITTLE LEAF LINDEN TREE				2		2	2		\$150.00	\$900

Item No.	Total Qty	Unit	Description	Group 1 City Sewer Improvements Station 1+00 to 11+00, 17+50 to 35+50	Group 2 Port Water Water Improvements Station 7+00 to 24+50	Group 3 Port Sewer Sewer Improvements Station 11+00 to 17+50	Group 4 Port Road Roadway Improvements Station 7+00 to 17+50	Group 5 HBP/TIB Bridge Improvements Station 19+71 to 20+84	Group 6 City/HBP/TIB Bridge Improvements Station 17+50 to 19+71, 20+84 to 24+25	Group 7 City/FHWA/TIB Roadway Improvements Station 24+25 to 35+50	Group 8 City/TIB Roadway Improvements Station 1+00 to 35+50
117	6	EACH	PLANT SELECTION EMERALD MAPLE TREE				4		1	1	
118	6	EACH	PLANT SELECTION FLOWERING PEAR TREE				16		12	6	
119	56	EACH	PLANT SELECTION BLUE AVENA GRASS				16		12	28	
120	56	EACH	PLANT SELECTION BLUE OAT GRASS				16		12	28	
121	56	EACH	PLANT SELECTION SILKY THREAD GRASS				16		12	28	
122	34	EACH	STREET TREE BOX				16		5	13	
123	40	C.Y.	STREAMBED SEDIMENT					40			
124	266	S.Y.	CONSTRUCTION GEOTEXTILE FOR SOIL				6	260			
125	1,154	S.Y.	CONSTRUCTION GEOTEXTILE FOR DITCH LINING				689		113	372	
126	1	EACH	MANHOLE 48 IN. DIAM. TYPE I	1							
127	14	EACH	MANHOLE 48 IN. DIAM. TYPE 3				6		3	5	
128	10	EACH	ADJUST WATER VALVE BOX							10	
129	3	EACH	ADJUST WATER VALVE BOX							3	
130	75	C.Y.	PCS REMOVAL INCL HAUL				75				
131	10,000	DOL	ROADSIDE CLEANUP				5000		5000	5000	
132	50,000	DOL	UNKNOWN UTILITY REPAIR	10000	10000	5000	10000		5000	10000	
133	L.S.	L.S.	ABANDONMENT OF TERMINATED WATER FACILITIES		3000						
134	L.S.	L.S.	SPOC PLAN						500	1000	
135	L.S.	L.S.	AS-CONSTRUCTED DRAWINGS							1000	
136	-1	DOL	MINOR CHANGE							-1	

Tax (8.1%) \$ 314,695.80 \$ 364,879.00 \$ 63,352.80 \$ 561,365.15 \$ 758,268.92 \$ 299,791.59 \$ 545,368.06 \$ 35,100.00  
 Total \$ 25,490.36 \$ 29,555.12 \$ 5,131.58 \$ 561,365.15 \$ 758,268.92 \$ 299,791.59 \$ 545,368.06 \$ 35,100.00

Unit Price	Engr Est.
\$150.00	\$900
\$150.00	\$900
\$15.00	\$840
\$15.00	\$840
\$15.00	\$840
\$800.00	\$20,400
\$35.00	\$1,400
\$12.00	\$8,192
\$4.00	\$4,616
\$2,500.00	\$2,500
\$2,500.00	\$35,000
\$400.00	\$4,000
\$350.00	\$1,050
\$100.00	\$7,500
\$1.00	\$10,000
\$1.00	\$50,000
\$1.00	\$3,000
\$1.00	\$1,500
\$1.00	\$1,000
\$1.00	-\$1

Construction \$ 2,942,820.31  
 Sales Tax (8.1%) \$ 60,177.05  
 Construction \$ 3,002,997.36  
 City \$ 1,978,714.72 65.85%  
 Port \$ 1,024,282.64 34.11%

## Exhibit D

1. Engineering Services during Construction - Engineering services shall be provided in accordance with Supplemental Agreement Number 2 to the agreement dated February 10, 2010 between the City of Cashmere and RH2 Engineering, Inc. for the Sunset Highway Reconstruction Project titled Local Agency Standard Consultant Agreement (collectively hereinafter the "Engineering Services Agreement"). The total estimated not to exceed cost of engineering services for the entire Project during construction is \$412,844.52.

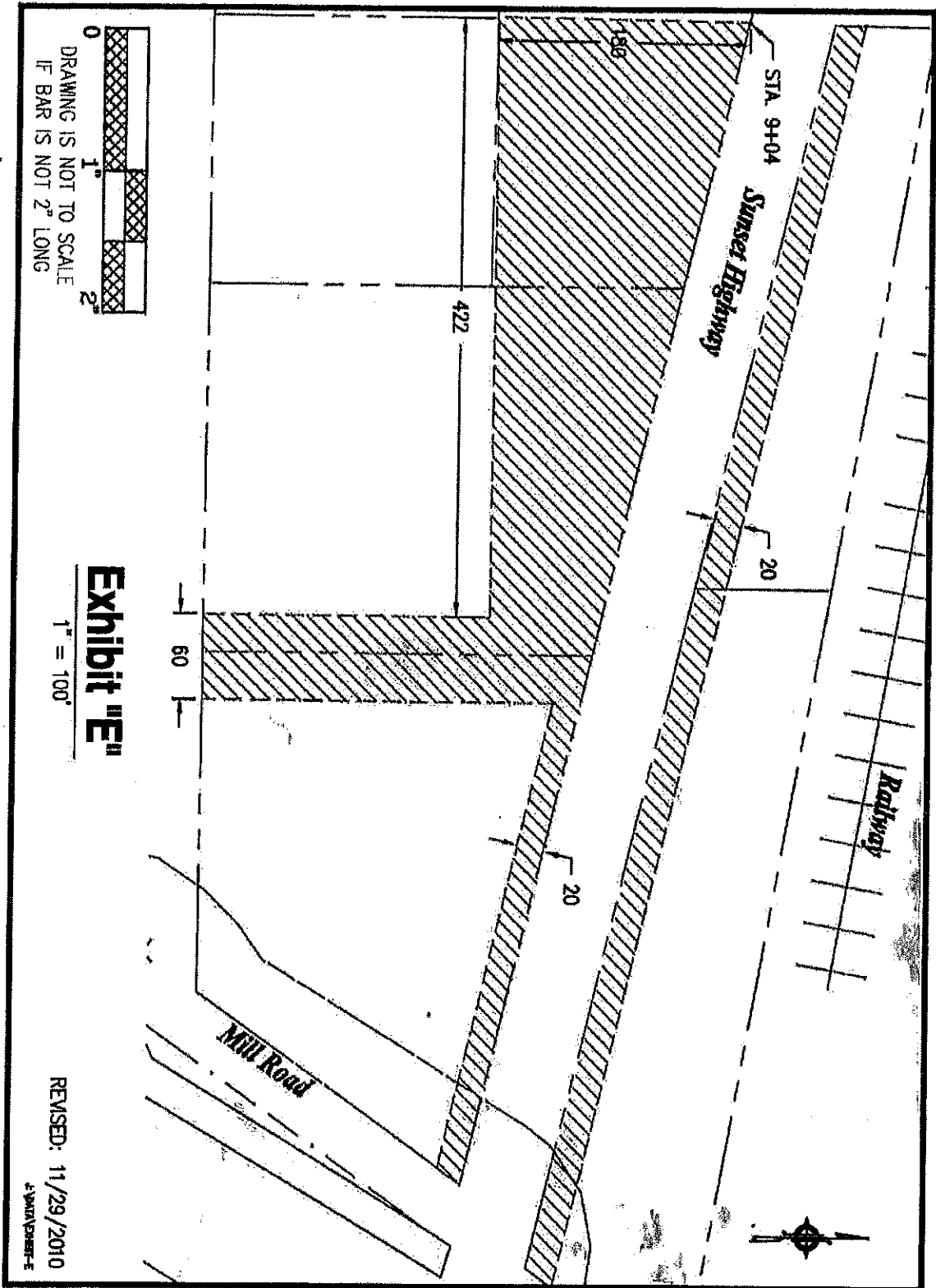
Extra Work in accordance with the Engineering Services Agreement shall be deemed to be related to the total project unless the Extra Work is specifically related to a Change Order, in which case the Extra Work will be tracked separately for each such Change Order and billed to the City or Port in accordance with the terms of Section 7 of the Agreement.

The City shall not authorize any Extra Work that may result in additional engineering services costs being charged to the Port without the prior written consent of the Port.

Copies of the Engineering Services Agreement and all supplements and exhibits thereto shall be on file with the City and by this reference are made parts herein.

2. Surveying Services during Construction - Surveying services shall be provided in accordance with the February 1, 2010 Agreement between the City and Fitzpatrick Surveying, PLLC as the same exists now or may hereafter be amended by the City. The total cost of surveying services for the entire Project during construction (with the exception of the bridge-related surveying services to be paid 100% by the City) shall not exceed \$31,140.00.

Copies of the surveying services agreements referred to above herein, and all exhibits thereto, shall be on file with the City and are by this reference are made parts herein.



# Staff Summary

**Date:** May 23, 2011  
**To:** Mayor & City Council  
**From:** Mark Botello  
**RE:** DNR Aquatic Lands Easement for Wastewater main.

---

Please see attached DNR Aquatic Lands Easement for a wastewater pipe that crosses the Wenatchee River from the BVF to the City's lagoon system. The subject wastewater pipe is 8-inches in diameter and approximately 252-feet in length. The term of this easement is for thirty (30) years. The previous easement term for the subject wastewater pipe was for twenty (20) years, which expired end of 2010

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

**Staff Recommendation:**

Approve DNR Aquatic Lands Easement for wastewater pipe.

REC'D APR 4 2011

CHARLES D. ZIMMERMAN  
czimmerman@omwlaw.com

April 1, 2011

**VIA U.S. MAIL**

Mark Botello  
Director of Planning & Building  
City of Cashmere  
101 Woodring Street  
Cashmere, WA 98815

Re: DNR Easements

Dear Mark:

Enclosed are the original Wastewater Pipe and Bridge Easements with the State of Washington Department of Natural Resources.

I have reviewed both Easements and they are what the City would expect to receive from the Department of Natural Resources. These appear to be form Easements and are largely not negotiable. One exception would be the Exhibits to the Easements.

In this case, as you pointed out, Exhibit A to the Wastewater Pipe Easement should be revised to reflect the appropriate Auditor's File No., which I understand to be: "2332033"

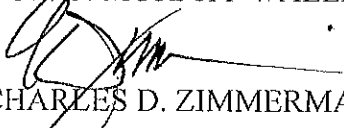
With respect to the Bridge Easement, I suggest the City request an additional sentence be added to Item No. 1 A of Exhibit B to reflect the true current condition of the "Existing Facilities". The additional sentence would read generally as follows:

A \_\_\_\_\_ inch diameter city water line and a \_\_\_\_\_ inch diameter city wastewater line, both as the same exist now and are attached to the Bridge.

Please let me know if you have further questions or concerns regarding these Easements.

Very truly yours,

OGDEN MURPHY WALLACE, P.L.L.C.

  
CHARLES D. ZIMMERMAN

CDZ:lrc

Enclosures (Originals of Bridge and Wastewater Pipe DNR Easements)

Established 1902  
A Member of the International Lawyers Network with independent member law firms worldwide



January 7, 2011

The Honorable Gordon Irle  
City of Cashmere  
101 Woodring Street  
Cashmere, WA 98815

SUBJECT: Easement Agreement No. 51-085290

Dear Mayor Irle:

I have enclosed two (2) identical originals of Easement Agreement No. 51-085290 for your review. If they meet with your approval, please sign and date both copies and return them within thirty (30) days to:

Aquatic Resources Division/Rivers District  
Department of Natural Resources  
PO Box 280  
601 Bond Road  
Castle Rock, WA 98611

Please note that your signature must be notarized. Each Agreement contains a Certificate of Acknowledgement for this purpose.

Before the Department can finalize your Aquatic Lands Easement, within thirty (30) days we must also receive:

- ❖ Administrative fee in the amount of \$1,220.00 per Section 4.1 of the Easement as explained in RCW 79.110.230(1).

Once we receive the items mentioned above and we have completed our final evaluation at the staff level, we will submit them to Department management for their review and, if appropriate, final execution.



City of Cashmere  
January 7, 2011  
Page 2 of 2

Please call me at (509) 925-0969 if you have any questions.

Sincerely,

*Mindi Bond for*

Cindy Preston, Land Manager  
Aquatic Resources Division/Rivers District

Enclosure (2)

cc: District File No. 51-085290  
TRO File No. 51-085290

When recorded, return to:  
City of Cashmere  
101 Woodring Street  
Cashmere, WA 98815



WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**  
Peter Goldmark - Commissioner of Public Lands

## **AQUATIC LANDS EASEMENT**

### **Easement No. 51-085290**

Grantor: Washington State Department of Natural Resources  
Grantee(s): City of Cashmere  
Legal Description: Section 4, Township 23 North, Range 19 East, W.M.  
Assessor's Property Tax Parcel or Account Number: Not Applicable  
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this Easement: Tax Parcel 231903330100

THIS AGREEMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and CITY OF CASHMERE, a government agency/entity ("Grantee"). State has authority to enter this Easement under Chapter 43.12 RCW, Chapter 43.30 RCW, and Title 79 of the Revised Code of Washington (RCW).

THE Parties agree as follows:

### **SECTION 1 GRANT OF EASEMENT**

#### **1.1 Easement Defined.**

- (a) State grants and conveys to Grantee a nonexclusive easement, subject to the terms and conditions of this agreement, over, upon, and under the real property at Wenatchee River: described in Exhibit A. In this agreement, the term "Easement" means this agreement and the rights granted; the term "Easement Property" means the real property subject to the easement.

- (b) This Easement is subject to all valid interests of third parties noted in the records of Chelan County, or on file in the office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.
- (c) This Easement does not include any right to harvest, collect or damage any natural resource, including aquatic life or living plants, any water rights, or any mineral rights, including any right to excavate or withdraw sand, gravel, or other valuable materials.
- (d) This Easement does not include the right to grant easements and franchises to third parties.

**1.2 Survey and Easement Property Descriptions.**

- (a) Grantee prepared Exhibit A, which describes the Easement Property. Grantee represents that Exhibit A is a true and accurate description of the Easement boundaries and the improvements to be constructed or already existing in the Easement area. Grantee's obligation to provide a true and accurate description of the Easement Property boundaries is a material term of this Easement.
- (b) State's acceptance of Exhibit A does not constitute agreement that Grantee's property description accurately reflects the actual amount of land used by Grantee. State reserves the right to retroactively adjust fees if at any time during the Term State discovers a discrepancy between Grantee's property description and the area actually used by Grantee.

**1.3 Condition of Easement Property.** State makes no representation regarding the condition of the Easement Property, improvements located on the Easement Property, the suitability of the Easement Property for Grantee's Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Easement Property, or the existence of hazardous substances on the Easement Property.

## **SECTION 2 USE**

**2.1 Permitted Use.** Grantee shall use the Easement Property for operating and maintaining a wastewater pipe (the "Permitted Use"), and for no other purpose, including utilities unless specifically identified as part of the Permitted Use. The Permitted Use is described or shown in detail in Exhibit B.

**2.2 Restrictions on Use.**

- (a) The limitations in this Paragraph 2.2 apply to the Property and adjacent state-owned aquatic land. Grantee's compliance with this Paragraph 2.2 does not limit Grantee's liability under any other provision of this Easement.
- (b) Grantee shall not cause or permit:
  - (1) Damage to natural resources,
  - (2) Waste, or

- (3) Deposit of material, unless approved by State in writing. This prohibition includes deposit of fill, rock, earth, ballast, wood waste, refuse, garbage, waste matter, pollutants of any type, or other matter.

**2.3 Conformance with Laws.** Grantee shall keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding Grantee's use of the Easement Property.

**2.4 Liens and Encumbrances.** Grantee shall keep the Easement Property free and clear of any liens and encumbrances arising out of or relating to its use of the Easement Property, unless expressly authorized by State in writing.

**2.5 Interference with Other Uses.**

- (a) Grantee shall exercise Grantee's rights under this Easement in a manner that minimizes or avoids interference with the rights of State, the public or others with valid right to use or occupy the Easement Property or surrounding lands and water.
- (b) To the fullest extent reasonably possible, Grantee shall place and construct Improvements in a manner that allows unobstructed movement in and on the waters above and around the Easement Property.
- (c) Except in an emergency, Grantee shall provide State with written notice of construction or other significant activity on Easement Property at least thirty (30) days in advance. "Significant Activity" means any activity that may affect use or enjoyment by the State, public, or others with valid rights to use or occupy the Easement Property or surrounding lands and water.
- (d) Grantee shall mark the location of any hazards associated with the Permitted Use and any Improvements in a manner that ensures reasonable notice to the public.

### SECTION 3 TERM

**3.1 Term Defined.** The term of this Easement is thirty (30) years (the "Term"), beginning on the 1st day of January, 2011 (the "Commencement Date"), and ending on the 31st day of December, 2040 (the "Termination Date"), unless terminated sooner under the terms of this Easement.

**3.2 Renewal of the Easement.** This Easement does not provide a right of renewal. Grantee may apply for a new Easement, which State has discretion to grant. Grantee must apply for a new Easement at least one (1) year prior to Termination Date. State shall notify Grantee within ninety (90) days of its intent to approve or deny a new Easement.

**3.3 End of Term.**

- (a) Upon the expiration or termination of this Easement, Grantee shall remove Improvements in accordance with Section 7, Improvements, and surrender the Easement Property to State in the same or better condition as on the Commencement Date, reasonable wear and tear excepted.
- (b) Definition of Reasonable Wear and Tear.

- (1) Reasonable wear and tear is deterioration resulting from the Permitted Use that has occurred without neglect, negligence, carelessness, accident, or abuse by Grantee or Grantee's contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees.
  - (2) Reasonable wear and tear does not include any deposit of material prohibited under Paragraph 2.2(b) unless expressly permitted by State in writing and regardless of whether the deposit is incidental to or the byproduct of the Permitted Use.
- (c) If Easement Property is in worse condition, excepting for reasonable wear and tear, on the surrender date than on the Commencement Date, the following provisions apply.
- (1) State shall provide Grantee a reasonable time to take all steps necessary to remedy the condition of the Easement Property. State may require Grantee to enter into a right-of-entry or other use authorization prior to the Grantee entering the Easement Property to remedy any breach of this Paragraph 3.3.
  - (2) If Grantee fails to remedy the condition of the Easement Property in a timely manner, State may take any steps reasonably necessary to remedy Grantee's failure. Upon demand by State, Grantee shall pay all costs of such remedial action, including but not limited to the costs of removing and disposing of any material deposited improperly on the Easement Property, lost revenue resulting from the condition of the Easement Property prior to and during remedial action, and any administrative costs associated with the remedial action.

#### **SECTION 4 FEES**

**4.1 Fee.** For the Term, Grantee shall pay to State an administrative fee calculated in accordance with RCW 79.110.230(1). State shall bill Grantee for the administrative fee, which Grantee shall pay within thirty (30) days of billing. Any payment not paid by State's close of business on the date due is past due.

**4.2 Payment Place.** Grantee shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

#### **SECTION 5 OTHER EXPENSES**

**5.1 Utilities.** Grantee shall pay all fees charged for utilities required or needed by the Permitted Use.

**5.2 Taxes and Assessments.** Grantee shall pay all taxes, assessments, and other governmental charges, of any kind whatsoever, applicable or attributable to the Easement and the Permitted Use.

**5.3 Failure to Pay.** If Grantee fails to pay any of the amounts due under this Easement, State may pay the amount due, and recover its cost in accordance with Section 6.

## SECTION 6 LATE PAYMENTS AND OTHER CHARGES

**6.1 Failure to Pay.** Failure to pay any fees or other expenses is a default by Grantee, State may seek remedies in Section 14 as well as late charges and interest as provided in this Section 6.

**6.2 Late Charge.** If State does not receive any payment within ten (10) days of the date due, Grantee shall pay to State a late charge equal to four percent (4%) of the unpaid or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay.

**6.3 Interest Penalty for Past Due Fees and Other Sums Owed.**

- (a) Grantee shall pay interest on the past due fee at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Fee not paid by the close of business day on the due date will begin accruing interest the day after the due date.
- (b) If State pays or advances any amounts for or on behalf of Grantee, Grantee shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Grantee of the payment or advance. This includes, but is not limited to taxes, assessments, insurance premiums, costs of removal and disposal of unauthorized materials pursuant to Paragraph 2.2 above, costs of removal and disposal of improvements pursuant to Section 7 below, or other amounts not paid when due.

**6.4 Referral to Collection Agency and Collection Agency Fees.** If State does not receive payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Grantee shall pay collection agency fees in addition to the unpaid amount.

**6.5 No Accord and Satisfaction.** If Grantee pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

## SECTION 7 IMPROVEMENTS

**7.1 Improvements Defined.**

- (a) "Improvements," consistent with RCW 79.105 through 79.145, are additions within, upon, or attached to the land. This includes, but is not limited to, structures and fixtures.
- (b) "Personal Property" means items that can be removed from the Easement Property without (1) injury to the Easement Property, adjacent state-owned lands

or Improvements or (2) diminishing the value or utility of the Easement Property, adjacent state-owned lands or Improvements.

- (c) "State-Owned Improvements" are Improvements made or owned by State. State-Owned Improvements includes any construction, alteration, or addition to State-Owned Improvements made by Grantee.
- (d) "Grantee-Owned Improvements" are Improvements made by Grantee with State's consent.
- (e) "Unauthorized Improvements" are Improvements made on the Easement Property without State's prior consent or Improvements made by Grantee that do not conform with plans submitted to and approved by the State.
- (f) "Improvements Owned by Others" are Improvements made by Others with a right to occupy or use the Easement Property or adjacent state-owned lands.

**7.2 Existing Improvements.** On the Commencement Date, the following Improvements are located on the Easement Property: Within an easement 20 feet in width and 252 feet in length is located one (1) wastewater pipe of eight (8) inches in diameter and associated concrete support structure. The Improvements are Grantee-Owned Improvements.

**7.3 Construction, Major Repair, Modification, and Demolition.**

- (a) This Paragraph 7.3 governs construction, alteration, replacement, major repair, modification alteration, demolition and deconstruction of Improvements ("Work"). Section 11 governs routine maintenance and minor repair of Improvements and Easement Property.
- (b) All Work must conform with State's standards for Improvements current at the time Grantee submits plans and specifications for State's approval.
- (c) Except in an emergency, Grantee shall not conduct any Work without State's prior written consent, as follows:
  - (1) State may deny consent if State determines that denial is in the best interests of the State. State may impose additional conditions reasonably intended to protect and preserve the Easement Property. If Work is for removal of Improvements at End of Term, State may waive removal of some or all Improvements.
  - (2) Except in an emergency, Grantee shall submit to State plans and specifications describing the proposed Work at least sixty (60) days before submitting permit applications to regulatory authorities unless Grantee and State otherwise agree to coordinate permit applications. At a minimum, or if no permits are necessary, Grantee shall submit plans and specifications at least ninety (90) days before commencement of Work.
  - (3) State waives the requirement for consent if State does not notify Grantee of its grant or denial of consent within sixty (60) days of submittal.
- (d) Grantee shall notify State of emergency Work within five (5) business days of the start of such Work. Upon State's request, Grantee shall provide State with plans and specifications or as-builts of emergency Work.
- (e) Grantee shall not commence or authorize Work until Grantee has:
  - (1) Obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction. Grantee shall maintain the performance and payment bond until Grantee

pays in full the costs of the Work, including all laborers and material persons.

- (2) Obtained all required permits.
  - (3) Provided notice of Significant Activity in accordance with Paragraph 2.5(c).
- (f) Grantee shall preserve and protect Improvements Owned by Others, if any.
  - (g) Grantee shall preserve all legal land subdivision survey markers and witness objects ("Markers.") If disturbance of a Marker will be a necessary consequence of Grantee's construction, Grantee shall reference and/or replace the Marker in accordance with all applicable laws and regulations current at the time, including, but not limited to Chapter 58.24 RCW. At Grantee's expense, Grantee shall retain a registered professional engineer or licensed land surveyor to reestablish destroyed or disturbed Markers in accordance with U.S. General Land Office standards.
  - (h) Before completing Work, Grantee shall remove all debris and restore the Easement Property, as nearly as possible, to the condition prior to the commencement of Work. If Work is intended for removal of Improvements at End of Term, Grantee shall restore the Easement Property in accordance with Paragraph 3.3, End of Term.
  - (i) Upon completing work, Grantee shall promptly provide State with as-built plans and specifications.
  - (j) State shall not charge rent for authorized Improvements installed by Grantee during this Term of this Easement, but State may charge rent for such Improvements when and if the Grantee or successor obtains a subsequent use authorization for the Easement Property and State has waived the requirement for Improvements to be removed as provided in Paragraph 7.4.

#### **7.4 Grantee-Owned Improvements at End of Easement.**

- (a) Disposition
  - (1) Grantee shall remove Grantee-Owned Improvements in accordance with Paragraph 7.3 upon the expiration, termination, or cancellation of the Easement unless State waives the requirement for removal.
  - (2) Grantee-Owned Improvements remaining on the Easement Property on the expiration, termination, or cancellation date become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership.
  - (3) If Grantee-Owned Improvements remain on the Easement Property after the expiration, termination, or cancellation date without State's consent, State may remove all Improvements and Grantee shall pay the costs of removal and disposal.
- (b) Conditions Under Which State May Waive Removal of Grantee-Owned Improvements.
  - (1) State may waive removal of any or all Grantee-Owned Improvements whenever State determines that it is in the best interests of the State.
  - (2) If Grantee renews the Easement or enters into a new Easement, State may waive requirement to remove Grantee-Owned Improvements. State also



may consent to Grantee's continued ownership of Grantee-Owned Improvements.

- (3) If Grantee does not renew the Easement or enter into a new Easement, State may waive requirement to remove Grantee-Owned Improvements upon consideration of a timely request from Grantee, as follows:
  - (i) Grantee must notify State at least one (1) year before the Termination Date of its request to leave Grantee-Owned Improvements.
  - (ii) State, within ninety (90) days, will notify Grantee whether State consents to any or all Grantee-Owned Improvements remaining. State has no obligation to grant consent.
  - (iii) State's failure to respond to Grantee's request to leave Improvements within ninety (90) days is a denial of the request.
- (c) Grantee's Obligations if State Waives Removal.
  - (1) Grantee shall not remove Improvements if State waives the requirement for removal of any or all Grantee-Owned Improvements.
  - (2) Grantee shall maintain such Improvements in accordance with this Easement until the expiration, termination, or cancellation date. Grantee is liable to State for cost of repair if Grantee causes or allows damage to Improvements State has designated to remain.

#### **7.5 Disposition of Unauthorized Improvements.**

- (a) Unauthorized Improvements belong to State, unless State elects otherwise.
- (b) State may either:
  - (1) Consent to Grantee ownership of the Improvements, or
  - (2) Charge use and occupancy fee in accordance with RCW 79.105.200 of the Improvements from the time of installation or construction and
    - (i) Require Grantee to remove the Improvements in accordance with Paragraph 7.3, in which case Grantee shall pay use and occupancy fee for the Improvements until removal,
    - (ii) Consent to Improvements remaining and Grantee shall pay use and occupancy fee for the use of the Improvements, or
    - (iii) Remove Improvements and Grantee shall pay for the cost of removal and disposal, in which case Grantee shall pay use and occupancy fee for use of the Improvements until removal and disposal.

#### **7.6 Disposition of Personal Property.**

- (a) Grantee retains ownership of Personal Property unless Grantee and State agree otherwise in writing.
- (b) Grantee shall remove Personal Property from the Easement Property by the Termination Date. Grantee is liable for any damage to the Easement Property and to any Improvements that may result from removal of Personal Property.
- (c) State may sell or dispose of all Personal Property left on the Easement Property after the Termination Date.
  - (1) If State conducts a sale of Personal Property, State shall apply proceeds first to the State's administrative costs in conducting the sale, second to

- payment of amount that then may be due from the Grantee to the State, and State shall pay the remainder, if any, to the Grantee.
- (2) If State disposes of Personal Property, Grantee shall pay for the cost of removal and disposal.

## SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATIONS

### 8.1 Definitions.

- (a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup.
- (b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any law described in Paragraph 8.1(a).
- (c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the standard of care applicable under the Washington State Model Toxics Control Act ("MTCA"), Chapter 70.105 RCW, as amended.
- (d) "Grantee and affiliates" when used in this Section 8 means Grantee or Grantee's subgrantees, contractors, agents, employees, guests, invitees, licensees, affiliates, or any person on the Easement Property with the Grantee's permission.
- (e) "Liabilities" as used in this Section 8 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments.

### 8.2 General Conditions.

- (a) Grantee's obligations under this Section 8 extend to the area in, on, under, or above:
- (1) The Easement Property and
- (2) Adjacent state-owned aquatic lands if affected by a release of Hazardous Substances that occurs as a result of the Permitted Use.
- (b) Standard of Care.
- (1) Grantee shall exercise the utmost care with respect to Hazardous Substances.
- (2) As relates to the Permitted Use, Grantee shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law.

### 8.3 Current Conditions and Duty to Investigate.

- (a) State makes no representation about the condition of the Easement Property. Hazardous Substances may exist in, on, under, or above the Easement Property.
- (b) This Easement does not impose a duty on State to conduct investigations or supply information to Grantee about Hazardous Substances.

- (c) Grantee is responsible for conducting all appropriate inquiry and gathering sufficient information about the existence, scope, and location of Hazardous Substances on or near the Property necessary for Grantee to meet Grantee's obligations under this Easement and utilize the Property for the Permitted Use.

**8.4 Use of Hazardous Substances.**

- (a) Grantee and affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.
- (b) Grantee shall not undertake, or allow others to undertake by Grantee's permission, acquiescence, or failure to act, activities that result in a release or threatened release of Hazardous Substances.
- (c) If use of Hazardous Substances related to the Permitted Use results in a violation of law:
  - (1) Grantee shall submit to State any plans for remedying the violations, and
  - (2) Grantee shall implement any measures to restore the Easement Property or natural resources that State may require in addition to remedial measures required by regulatory authorities.

**8.5 Management of Contamination, if any.**

- (a) Grantee and affiliates shall not undertake activities that:
  - (1) Damage or interfere with the operation of remedial or restoration activities, if any;
  - (2) Result in human or environmental exposure to contaminated sediments, if any;
  - (3) Result in the mechanical or chemical disturbance of on-site habitat mitigation, if any.
- (b) If requested, Grantee shall allow reasonable access to:
  - (1) Employees and authorized agents of the Environmental Protection Agency, the Washington State Department of Ecology, health department, or other similar environmental agencies; and
  - (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Easement Property. Grantee may negotiate an access agreement with such parties, but Grantee may not unreasonably withhold such agreement.

**8.6 Notification and Reporting.**

- (a) Grantee shall immediately notify State if Grantee becomes aware of any of the following:
  - (1) A release or threatened release of Hazardous Substances;
  - (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of Hazardous Substances;
  - (3) Any lien or action arising from Hazardous substances;
  - (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;

- (5) Any notification from the US Environmental Protection Agency (EPA) or the Washington State Department of Ecology (DOE) that remediation or removal of Hazardous Substances is or may be required at the Easement Property.
- (b) Grantee's duty to report under Paragraph 8.6(a) extends to lands described in Paragraph 8.2(a) and to any other property used by Grantee in conjunction with the Easement Property if a release of Hazardous Substances on the other property could affect the Easement Property.
- (c) Grantee shall provide State with copies of all documents Grantee submits to any federal, state, or local authorities concerning environmental impacts or proposals relative to the Easement Property. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollution Discharge and Elimination System Permits; Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality certification; Substantial Development permit; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Property.

#### **8.7 Indemnification.**

- (a) Grantee shall fully indemnify, defend, and hold State harmless from and against Liabilities that arise out of, or relate to:
  - (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Grantee and affiliates occurring whenever Grantee uses or has used the Easement Property;
  - (2) The release or threatened release of any Hazardous Substance resulting from any act or omission of Grantee and affiliates occurring whenever Grantee uses or has used the Easement Property.
- (b) Grantee shall fully indemnify, defend, and hold State harmless for any Liabilities that arise out of or relate to Grantee's breach of obligations under Paragraph 8.5.

#### **8.8 Reservation of Rights.**

- (a) For Liabilities not covered by the indemnification provisions of Paragraph 8.7, the Parties expressly reserve and do not waive any rights, claims, immunities, causes of action, or defenses relating to Hazardous Substances that either Party may have against the other under law.
- (b) The Parties expressly reserve all rights, claims, immunities, and defenses either Party may have against third parties. Nothing in this Section 8 benefits or creates rights for third parties.
- (c) The allocations of risks, Liabilities, and responsibilities set forth in this Section 8 do not release either Party from or affect the liability of either Party for Hazardous Substances claims or actions by regulatory agencies.

#### **8.9 Cleanup.**

- (a) If Grantee's act, omission, or breach of obligation under Paragraph 8.4 results in a release of Hazardous Substances that exceeds the threshold limits of any applicable regulatory standard, Grantee shall, at Grantee's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law.

- (b) Grantee may undertake a cleanup of the Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Grantee cooperates with the Department of Natural Resources in development of cleanup plans. Grantee shall not proceed with Voluntary Cleanup without the Department of Natural Resources approval of final plans. Nothing in the operation of this provision is an agreement by the Department of Natural Resources that the Voluntary Cleanup complies with any laws or with the provisions of this Easement. Grantee's completion of a Voluntary Cleanup is not a release from or waiver of any obligation for Hazardous Substances under this Easement.

**8.10 Sampling by State, Reimbursement, and Split Samples.**

- (a) State may conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Easement Property at any time to determine the existence, scope, or effects of Hazardous Substances.
- (b) If such Tests, along with any other information, demonstrate a breach of Grantee's obligations regarding Hazardous Substances under this Easement, Grantee shall promptly reimburse State for all costs associated with the Tests, provided State gave Grantee thirty (30) calendar days advance notice in nonemergencies and reasonably practical notice in emergencies.
- (c) In nonemergencies, Grantee is entitled to obtain split samples of Test samples, provided Grantee gives State written notice requesting split samples at least ten (10) calendar days before State conducts Tests. Upon demand, Grantee shall promptly reimburse State for additional cost, if any, of split samples.
- (d) If either Party conducts Tests on the Property, the conducting Party shall provide the other with validated final data and quality assurance/quality control/chain of custody information about the Tests within sixty (60) calendar days of a written request by the other party, unless Tests are part of a submittal under Paragraph 8.6(c) in which case Grantee shall submit data and information to State without written request by State. Neither party is obligated to provide any analytical summaries or the work product of experts.

**SECTION 9 ASSIGNMENT**

Grantee shall not assign any part of Grantee's interest in this Easement or the Easement Property or grant any rights or franchises to third parties without State's prior written consent, which State shall not unreasonably condition or withhold. State reserves the right to reasonably change the terms and conditions of this Easement upon State's consent to assignment.

**SECTION 10 INDEMNITY, FINANCIAL SECURITY, INSURANCE**

**10.1 Indemnity.**

- (a) Grantee shall indemnify, defend, and hold State, its employees, officers, and agents harmless from any Claims arising out of the Permitted Use or activities

related to the Permitted Use by Grantee, its contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees.

- (b) "Claim" as used in this Paragraph 10.1 means any financial loss, claim, suit, action, damages, expenses, fees (including attorneys' fees), penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to the Easement Property and damages resulting from loss of use of the Easement Property.
- (c) State shall not require Grantee to indemnify, defend, and hold State harmless for claims that arise solely out of the willful or negligent act of State or State's elected officials, employees, or agents.
- (d) Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold State and its agencies, officials, agents, or employees harmless.
- (e) Section 8, Environmental Liability/Risk Allocation, exclusively governs Grantee's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold State harmless for Hazardous Substances.

## 10.2 Insurance Terms.

- (a) Insurance Required.
  - (1) At its own expense, Grantee shall procure and maintain during the Term of this Easement, the insurance coverages and limits described in this Paragraph 10.2 and in Paragraph 10.3, Insurance Types and Limits. State may terminate this Easement if Grantee fails to maintain required insurance.
  - (2) Unless State agrees to an exception, Grantee shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of Best's Reports. Grantee may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
  - (3) All general liability, excess, umbrella, property, builder's risk, and pollution legal liability insurance policies must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, agents, and employees as an additional insured.
  - (4) All insurance provided in compliance with this Easement must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
- (b) Waiver.
  - (1) Grantee waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Easement covers these damages.

- (2) Except as prohibited by law, Grantee waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this Easement.
- (c) Proof of Insurance.
  - (1) Grantee shall provide State with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Easement and, if requested, copies of policies to State.
  - (2) The certificate(s) of insurance must reference additional insureds and the Easement number.
  - (3) Receipt of such certificates or policies by State does not constitute approval by State of the terms of such policies.
- (d) State must receive written notice before cancellation or non-renewal of any insurance required by this Easement, as follows:
  - (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.
  - (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State thirty (30) days' advance notice of cancellation or non-renewal.
- (e) Adjustments in Insurance Coverage.
  - (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.
  - (2) Grantee shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.
- (f) If Grantee fails to procure and maintain the insurance described above within fifteen (15) days after Grantee receives a notice to comply from State, State may either:
  - (1) Deem the failure an Event of Default under Section 14, or
  - (2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Grantee shall pay to State the full amount paid by State, together with interest at the rate provided in Paragraph 6.2 from the date of State's notice of the expenditure until Grantee's repayment.
- (g) General Terms.
  - (1) State does not represent that coverage and limits required under this Easement are adequate to protect Grantee.
  - (2) Coverage and limits do not limit Grantee's liability for indemnification and reimbursements granted to State under this Easement.
  - (3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to Easement Property first to restore the Easement Property, then to pay the cost of the reconstruction, then to pay the State any sums in arrears, and then to Grantee.

### 10.3 Insurance Types and Limits.

- (a) General Liability Insurance.
  - (1) Grantee shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Easement Property and/or arising out of the Permitted Use and, if necessary, commercial umbrella insurance with a limit of not less than One Million Dollars (\$1,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
  - (2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.
  - (3) MGL insurance must have no exclusions for non-owned watercraft.
- (b) Workers' Compensation.
  - (1) State of Washington Workers' Compensation.
    - (i) Grantee shall comply with all State of Washington workers' compensation statutes and regulations. Grantee shall provide workers' compensation coverage for all employees of Grantee. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with the Permitted Use or related activities.
    - (ii) If Grantee fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Grantee shall indemnify State. Indemnity includes all fines; payment of benefits to Grantee, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
  - (2) Longshore and Harbor Workers' and Jones Acts. Longshore and Harbor Workers' Act (33 U.S.C. Section 901 *et seq.*) and/or the Jones Act (46 U.S.C. Section 688) may require Grantee to provide insurance coverage in some circumstances. Grantee shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with law. Grantee is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (c) Employers' Liability Insurance. Grantee shall procure employers' liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by



accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease.

#### **10.4 Financial Security.**

- (a) At its own expense, Grantee shall procure and maintain during the Term of this Easement a corporate security bond or provide other financial security that State may approve ("Security"). Grantee shall provide Security in an amount equal to Zero Dollars (\$0.00), which is consistent with RCW 79.105.330, and secures Grantee's performance of its obligations under this Easement, with the exception of the obligations under Section 8, Environmental Liability/Risk Allocation. Grantee's failure to maintain the Security in the required amount during the Term constitutes a breach of this Easement.
- (b) All Security must be in a form acceptable to the State.
  - (1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of Best's Reports, unless State approves an exception. Grantee may submit a request to the Risk Manager for the Department of Natural Resources for an exception to this requirement.
  - (2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*
  - (3) Savings account assignments, if approved by State, must allow State to draw funds at will.
- (c) Adjustment in Amount of Security.
  - (1) State may require an adjustment in the Security amount:
    - (i) At the same time as revaluation, if any,
    - (ii) As a condition of approval of assignment of this Easement,
    - (iii) Upon a material change in the condition or disposition of any Improvements, or
    - (iv) Upon a change in the Permitted Use.
  - (2) Grantee shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.
- (d) Upon any default by Grantee in its obligations under this Easement, State may collect on the Security to offset the liability of Grantee to State. Collection on the Security does not (1) relieve Grantee of liability, (2) limit any of State's other remedies, (3) reinstate or cure the default or (4) prevent termination of the Easement because of the default.

### **SECTION 11 ROUTINE MAINTENANCE AND REPAIR**

**11.1 State's Repairs.** This Easement does not obligate State to make any alterations, maintenance, replacements, or repairs in, on, or about the Easement Property, during the Term.

### **11.2 Grantee's Repairs and Maintenance.**

- (a) Routine maintenance and repair are acts intended to prevent a decline, lapse or, cessation of the Permitted Use and associated Improvements. Routine maintenance or repair is the type of work that does not require regulatory permits.
- (b) At Grantee's sole expense, Grantee shall keep and maintain all Grantee-Owned Improvements and the Easement Property as it relates to the Permitted Use in good order and repair and in a safe condition. State's consent is not required for routine maintenance or repair.
- (c) At Grantee's own expense, Grantee shall make any additions, repairs, alterations, maintenance, replacements, or changes to the Easement Property or to any Improvements on the Easement Property that any public authority requires because of the Permitted Use.
- (d) Upon completion of maintenance activities, Grantee shall remove all debris and restore the Easement Property, as nearly as possible, to the condition prior to the commencement of work.

## **SECTION 12 DAMAGE OR DESTRUCTION**

### **12.1 Notice and Repair.**

- (a) In the event of any known damage to or destruction of the Easement Property or any Improvements, Grantee shall promptly give written notice to State. State does not have actual knowledge of the damage or destruction of the Easement Property or any Improvements without Grantee's written notice.
- (b) Unless otherwise agreed in writing, Grantee shall promptly reconstruct, repair, or replace any Improvements in accordance with Paragraph 7.3, Construction, Major Repair, Modification, and Demolition, as nearly as possible to its condition immediately prior to the damage or destruction. Where damage to state-owned aquatic land or natural resources is attributable to the Permitted Use or related activities, Grantee shall promptly restore the lands or resources to the condition preceding the damage in accordance with Paragraph 7.3 unless otherwise agreed in writing.

**12.2 State's Waiver of Claim.** State does not waive any claims for damage or destruction of the Easement Property unless State provides written notice to Grantee of each specific claim waived.

**12.3 Insurance Proceeds.** Grantee's duty to reconstruct, repair, or replace any damage or destruction of the Easement Property or any Improvements on the Easement Property is not conditioned upon the availability of any insurance proceeds to Grantee from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

## SECTION 13 CONDEMNATION

In the event of condemnation, the Parties shall allocate the award between State and Grantee based upon the ratio of the fair market value of (1) Grantee's rights in the Easement Property and Grantee-Owned Improvements and (2) State's interest in the Easement Property; the reversionary interest in Grantee-Owned Improvements, if any; and State-Owned Improvements. In the event of a partial taking, the Parties shall compute the ratio based on the portion of Easement Property or Improvements taken. If Grantee and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

## SECTION 14 REMEDIES AND TERMINATION

### 14.1 Breach.

- (a) State may terminate this Easement upon Grantee's failure to cure a breach of its terms within sixty (60) days of State's written notice of breach.
- (b) For nonmonetary breach not capable of cure within sixty (60) days, State will not unreasonably withhold approval of a reasonable alternative cure schedule. Grantee must submit a cure schedule with thirty (30) days of a notice of breach. State shall not terminate if State approves the schedule and Grantee works diligently and in good faith to execute the cure. State may terminate if Grantee fails to timely submit a schedule or fails to cure in accordance with an approved schedule.
- (c) If breach arises from Grantee's failure to comply with restrictions on Permitted use under Paragraph 2.2, State may, without terminating this Easement, restore the natural resources or Property and charge Grantee restoration costs and/or charge Grantee damages. On demand by State, Grantee shall pay all costs and/or damages.

**14.2 Termination by Nonuse.** If Grantee does not use the Easement Property for a period of three (3) successive years, this Easement terminates without further action by State. Grantee's rights revert to State upon Termination by Nonuse.

**14.3 Termination by Grantee.** Grantee may terminate this Easement upon providing State with sixty (60) days written notice of intent to terminate. Grantee shall comply with Paragraph 3.3, End of Term.

**14.4 Remedies Not Exclusive.** The remedies specified under this Section 14 are not exclusive of any other remedies or means of redress to which the State is lawfully entitled for Grantee's breach or threatened breach of any provision of this Easement.

## SECTION 15 NOTICE AND SUBMITTALS

Following are the locations for delivery of notice and submittals required or permitted under this Easement. Any Party may change the place of delivery upon ten (10) days written notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES  
Aquatic Resources Division/Rivers District  
PO Box 280  
Castle Rock, WA 98611

Grantee: CITY OF CASHMERE  
101 Woodring Street  
Cashmere, WA 98815

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Easement number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

## SECTION 16 MISCELLANEOUS

**16.1 Authority.** Grantee and the person or persons executing this Easement on behalf of Grantee represent that Grantee is qualified to do business in the State of Washington, that Grantee has full right and authority to enter into this Easement, and that each and every person signing on behalf of Grantee is authorized to do so. Upon State's request, Grantee shall provide evidence satisfactory to State confirming these representations.

**16.2 Successors and Assigns.** This Easement binds and inures to the benefit of the Parties, their successors, and assigns.

**16.3 Headings.** The headings used in this Easement are for convenience only and in no way define, limit, or extend the scope of this Easement or the intent of any provision.

**16.4 Entire Agreement.** This Easement, including the exhibits and addenda, if any, contains the entire agreement of the Parties. This Easement merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Easement Property.

**16.5 Waiver.**

- (a) The waiver of any breach or default of any term, covenant, or condition of this Easement is not a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Easement. State's acceptance of payment is not a waiver of any preceding or

existing breach other than the failure to pay the particular payment that was accepted.

- (b) The renewal of the Easement, extension of the Easement, or the issuance of a new Easement to Grantee, does not waive State's ability to pursue any rights or remedies under the Easement.

**16.6 Cumulative Remedies.** The rights and remedies of State under this Easement are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

**16.7 Time is of the Essence.** TIME IS OF THE ESSENCE as to each and every provision of this Easement.

**16.8 Language.** The word "Grantee" as used in this Easement applies to one or more persons, as the case may be. The singular includes the plural, and the neuter includes the masculine and feminine. If there is more than one Grantee, their obligations are joint and several. The word "persons," whenever used, includes individuals, firms, associations, and corporations. The word "Parties" means State and Grantee in the collective. The word "Party" means either or both State and Grantee, depending on context.

**16.9 Invalidity.** The invalidity, voidness, or illegality of any provision of this Easement does not affect, impair, or invalidate any other provision of this Easement.

**16.10 Applicable Law and Venue.** This Easement is to be interpreted and construed in accordance with the laws of the State of Washington. Any reference to a statute means that statute as presently enacted or hereafter amended or superseded. Venue for any action arising out of or in connection with this Easement is in the Superior Court for Thurston County, Washington.

**16.11 Recordation.** At Grantee's expense and no later than thirty (30) days after receiving the fully-executed Easement, Grantee shall record this Easement in the county in which the Property is located. Grantee shall include the parcel number of the upland property used in conjunction with the Property, if any. Grantee shall provide State with recording information, including the date of recordation and file number.

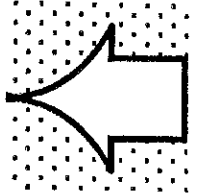
**16.12 Modification.** No modification of this Easement is effective unless in writing and signed by the Parties. Oral representations or statements do not bind either Party.

**16.13 Survival.** Any obligations of Grantee not fully performed upon termination of this Easement do not cease, but continue as obligations of the Grantee until fully performed.

**16.14 Exhibits.** All referenced exhibits are incorporated in this Easement unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

CITY OF CASHMERE



Dated: \_\_\_\_\_, 20\_\_

By: GORDON IRLE  
Title: Mayor  
Address: 101 Woodring Street  
Cashmere, WA 98815

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Dated: \_\_\_\_\_, 20\_\_

By: PETER GOLDMARK  
Title: Commissioner of Public Lands  
Address: 1111 Washington Street SE  
Olympia, WA 98504

Approved as to form this  
16 day of June 2010  
Janis Snoey, Assistant Attorney General







**EXHIBIT A**  
Legal Description of Premises and Encumbrances

Current Survey recorded with Chelan County  
Auditor's File No. 2332033  
Book 55, Page 106  
October 26, 2010

**EXHIBIT B**  
Plan of Operations and Maintenance

**1. DESCRIPTION OF PERMITTED USE**

- A. Existing Facilities.** One buried wastewater pipe of eight inches in diameter and 252 feet in length, and associated concrete support structure that hold the pipe in place.
- B. Proposed Facilities.** Grantee proposes no new facilities.

**2. ADDITIONAL OBLIGATIONS**

No additional obligations.



# Chelan County Sheriff's Office

*Brian Burnett, Sheriff*

Law and Justice Bldg ★ 401 Washington Street #1 ★ Wenatchee, WA 98801  
Phone: (509) 667-6851 ★ Fax: (509) 667-6860

May 16, 2011

RE: City of Cashmere, March 2011 Report

Dear Ladies and Gentlemen of Cashmere City Government,

In March of 2011, deputies responded to 89 incidents which generated a case number inside City limits. Deputies also responded to 86 incidents in the surrounding un-incorporated areas near Cashmere.

Deputies issued 21 City citations in March of 2011. There were an additional 15 County citations issued in the surrounding un-incorporated area around Cashmere.

Deputies issued 6 FIR's (Field Interview Report) in March of 2011 within City limits. A FIR is used to document a person or situation where a citation or report is not needed. There were an additional 5 FIR's issued in the un-incorporated area.

Deputies responded to 3 traffic accidents within City limits during March of 2011.

-0- Juvenile arrests and 14 Adult arrests were made in March of 2011. The adult arrests consisted of 12 misdemeanors and 2 felonies.

Deputies documented 454 patrol hours in the City during March of 2011. Deputies also documented 9 hours of foot patrol in March. These hours represent time spent in the City by assigned Cashmere deputies, and do not include time spent by others from outside areas, detectives, or deputies on special assignment.

For the month of March 2011, Cashmere was the 2nd busiest contract city, behind Chelan.

Please contact me with any questions or suggestions.

Bruce Long, West Detachment Sergeant, 630-7505

Integrity ★ Teamwork ★ Excellence

**John Wisemore**  
Chief of Operations



**Roxanne Giffin**  
Chief Civil Deputy



**Jan Brincat**  
Executive Assistant



# Chelan County Sheriff Office

March 2011

## Cashmere City Report

### Offenses by Location CA

AGAS	Agency Assist	4
ALAR	Alarm	1
ASDV	Assault, Domestic Violence	2
ASSM	Assault, Simple	2
ATL	Attempt to Locate	1
CEM	CCSO Emergency Management	1
CITA	Citizen Assist	6
CIVL	Civil	7
CSPO	Cont Subst/Possess Other	1
DCON	Disorderly Conduct	3
DOMV	Domestic Violence	4
DUI	DUI Alcohol or Drugs	1
HARR	Harassment	4
JUVP	Juvenile Problem	2
MLMC	Malicious Mischief	2
MVAN	Motor Vehicle Accident Non Inj	3
NC	Not Classified	3
NDIS	Natural Disaster	1
NOIS	Noise Violation	5
PRFO	Property, Found	2
PRNC	Property, Not Classified	1
SONC	Sex Offense, Not Classified	1
SUSP	Suspicious Circumstances	9
TOFF	Traffic Offense	4
TPMV	Theft, Property, From Mtr Veh	1
TPOT	Theft, Property, Other	3
TRES	Trespass	1
UIBN	UIBC, Nonsufficient Fund Check	1
VHPR	Vehicle Prowl - No Theft	2
VICO	Violation No Contact Order	2
WAR	Warrant Service	2
WELF	Welfare Check	7

**Total Offenses 89**

### Citations Issued by Location CA

46.20.015	NVOL with ID or Expired	2
46.20.342.1	DWLS 1ST	1
46.20.342.1C	DWLS 3RD	3
46.20.740	OPER VEH W/O IGNITION INTERLOC	1
46.30.020	NO PROOF OF LIABILITY INS	3
46.37.050	DEFECTIVE TAIL LAMPS	1
46.37.430	WINDOW TINT OVER 35%	1
46.61.400	SPEEDING	2
46.61.502	DUI	1
46.61.667	CELL PHONE USE WHILE DRIVING	1
46.61.740	THEFT OF MOTOR VEHICLE FUEL	1
9A.36.041	ASSAULT 4TH DEGREE	2
9A.36.041.DV	ASSAULT 4TH/DOMESTIC VIOL	2

**Total Violations: 21**



# Chelan County Sheriff Office

March 2011

## Cashmere City Report

### Arrests by Location

CA

#### CRIM Criminal Arrest Entry

46.20.342.1C	DWLS 3RD	4
46.20.740	OPER VEH W/O IGNITION	1
46.61.502	DUI	1
46.61.740	THEFT OF MOTOR	1
6A.04.010.D	Assault 4th DV	1
9A.36.041	ASSAULT 4TH DEGREE	2
9A.36.041.DV	ASSAULT 4TH/DOMESTIC	1

Subtotal **11**

#### FELO Felony Warrantless

26.50.110.4	PROTECTION ORDER	1
69.50.401.3	POSS OF CONTROLLED	1
9A.56.050	THEFT 3RD /SHOPLIFTING	1

Subtotal **3**

**TOTAL 14**

If CRIM, FELO or JUV do not appear on Screen there are no arrests for this month.

# Staff Summary

**Date:** May 23, 2011  
**To:** Mayor and Cashmere City Council  
**From:** Mark Botello  
**RE:** Project Status

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## PROJECTS

### Department of the Army Levee Project:

This agreement signed and mailed to Army Corp of Engineers. Below is the schedule for the project:

- Public Sponsor signs and returns CA: 08 Jan 2011
- Public Sponsor certifies land available: 26 Jan 2011
- RE Division approves LER Certificate: 15 Feb 2011
- Public Sponsor provides its cost share: 15 Mar 2011
- Advertise for Construction: 15 Apr 2011  
(We are here)
- Commence Construction: 30 Jun 2011
- Complete Construction: 29 Jul 2011

### Sunset Highway: Project:

- First day of Construction tentatively scheduled for June 20, 2011.

### Mission/Woodring Project:

- First day of construction tentatively scheduled for June 20, 2011.

### Building Permits:

- 210 Titchenal Way (mechanical room-old TreeTop Building)
- 101 Oak Street (Residential Garage)

### Cashmere Library Repairs:

- Contractor (Mason Roofing) should be finished with the library project by May 24, 2011

### New Business Licenses:

- Village Inn Motel (229 Cottage Ave)-New owner.
- Green Dental (203 Woodring Street) .
- Snapdragon Mobil unit espresso (vender permit-from June 4, 2011 through Sept 4, 2011).
- Zapateria 2 Hermanos -Shoe Store (5613 Sunset Highway).
- Carina's Taqueria Y Pupuseria (106 Titchenal Way).
- Cashmere TV & Electronics (109 Railroad)-update/change of location

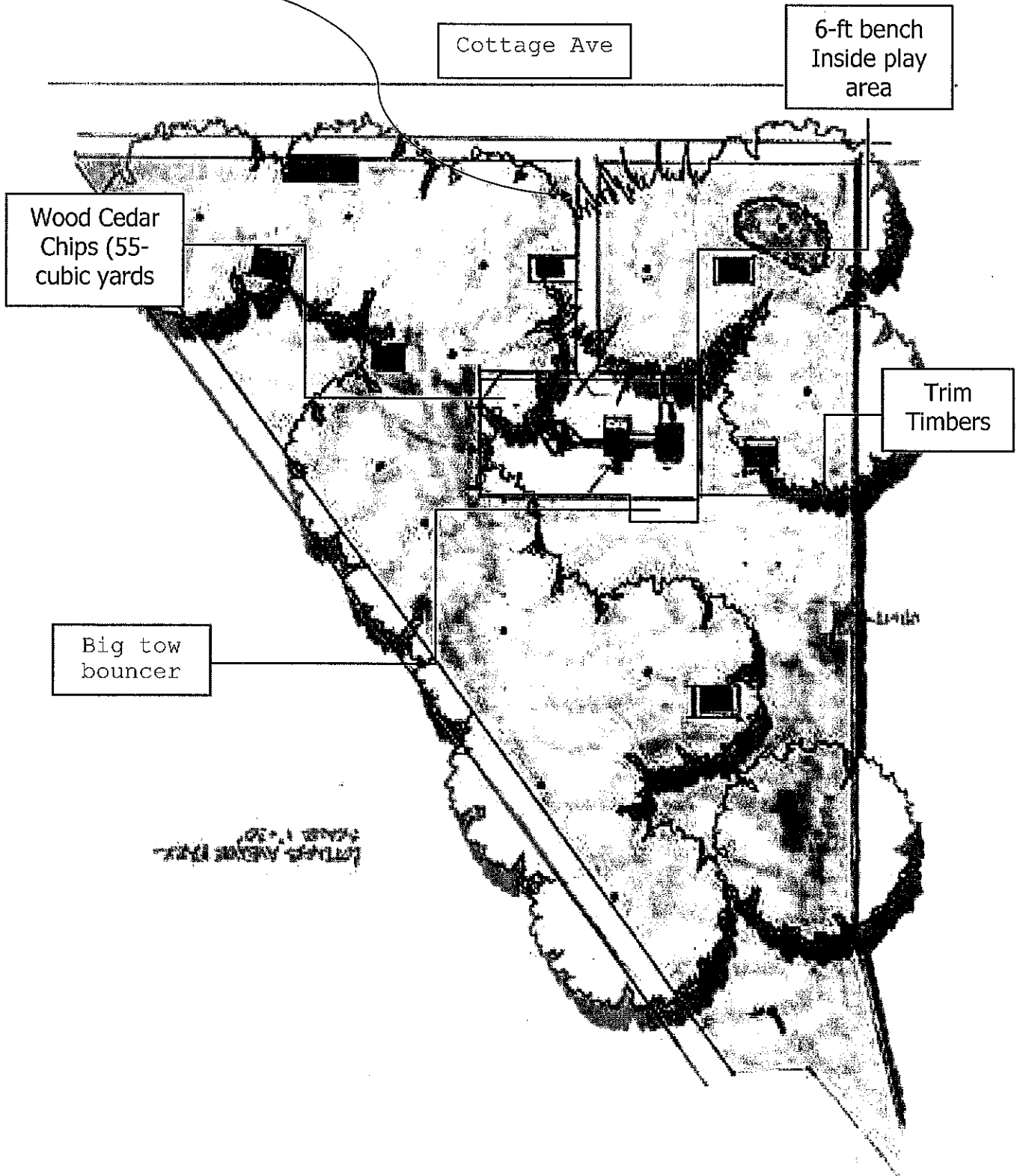
### Sign Permits:

- Action Rafting Company (105 E. Pleasant Ave).
  - Carinas Taqueria Y Pupuseria (106 Titchenal Way).
  - Crunch Pak (300 Sunset Highway).
  - Washington Kayak Club (Banner).
-

F.Y.I.

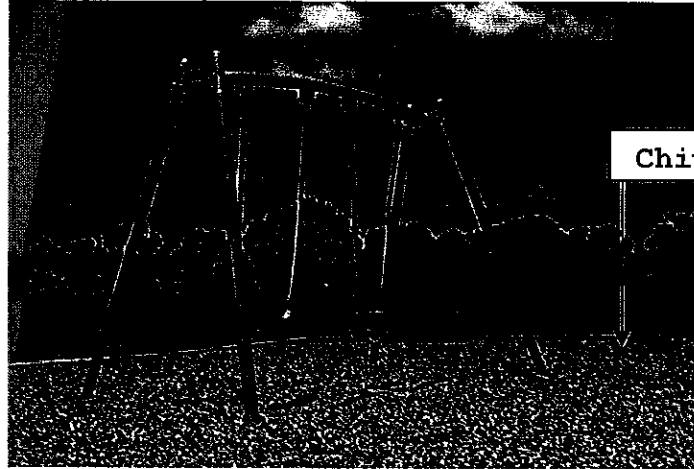
### Cottage Ave Park Improvements.

- Sidewalk from Cottage Ave to play area/gym as shown below could be a project for next year.

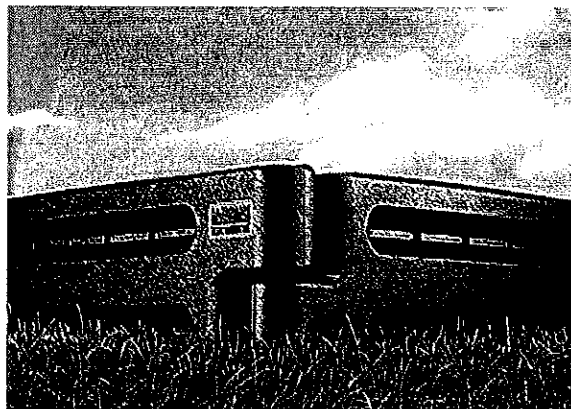


## Cottage Ave Park Improvements (Per approved park plan).

- Childs play cedar engineered wood fiber chips (12-inches) (55-cubic Yards) (REPLACEMENT).

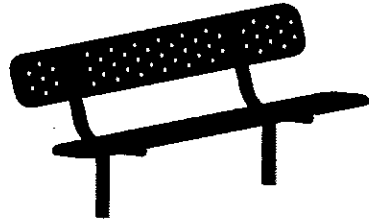


- Plastic Trim Timber for perimeter of play area as shown on park plan,



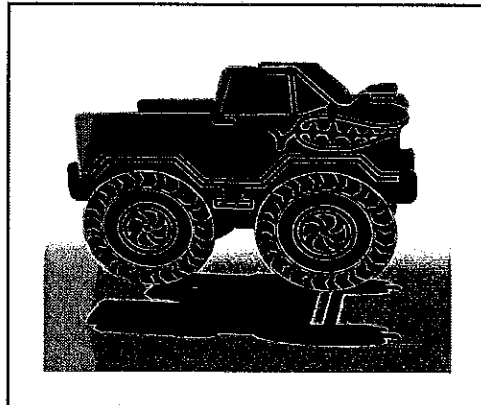


- One (1) 6-ft bench to be placed inside the play area (away from required fall zones-and not in grass area)

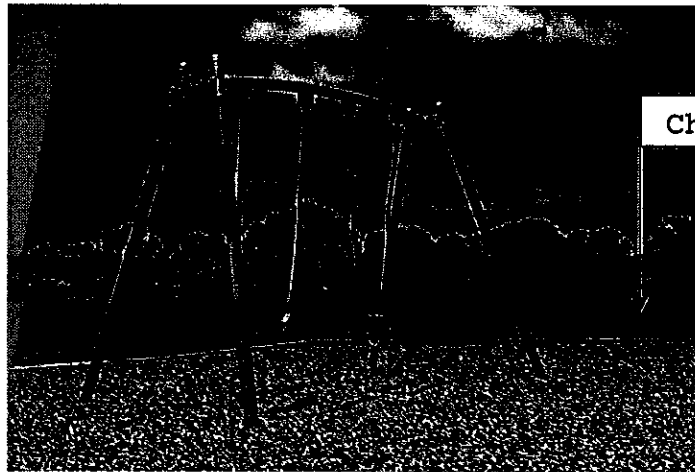


### **Riverside Park Minor Improvements.**

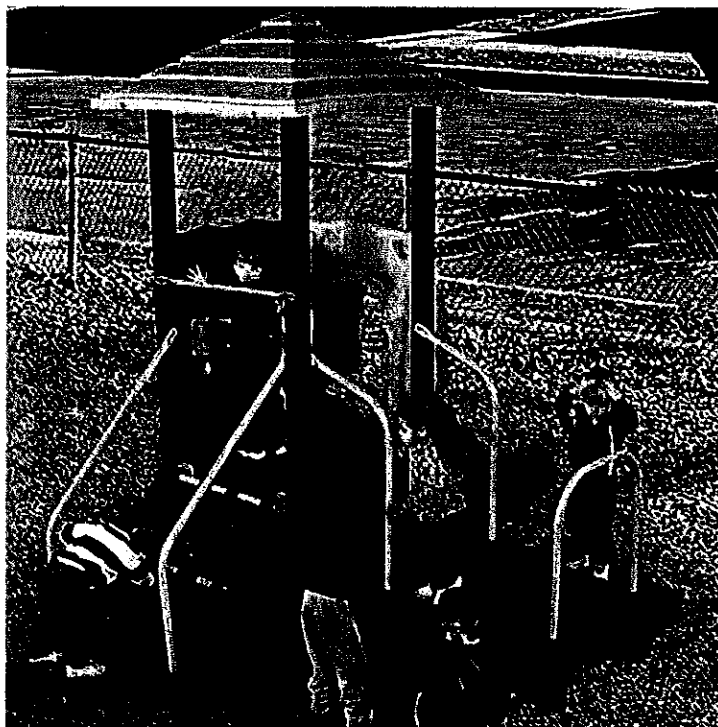
- One (1) big tow bouncer (REPLACEMENT-existing broke and stolen).



- Childs play cider engineered wood fiber chips (12-inches) (55-cubic yards) (REPLACEMENT-existing in poor condition).



- Childs play area/gym-in natural color with bolt down (REPLACEMENT)- Existing wood play area/gym is in extremely poor condition.



**Mark Botello**

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F.Y.I.

**From:** Truscott, Benjamin L (DFW) [Benjamin.Truscott@dfw.wa.gov]  
**Sent:** Monday, May 16, 2011 10:25 AM  
**To:** Preston, Terrie L (DFW); Mark Botello  
**Subject:** RE:

Mark and Terrie,

I hate to say this after the work that has been done so far, but with little time remaining in our trapping season, and the recent increase in river flow, we have made the decision to halt our efforts toward installation of our smolt trap at the Aplets Way bridge site.

I want to apologize for not being able to see this through. We ran in to some delays with WSDOT in getting our permit to attach to the bridge finalized, and while a resolution is now near, we have missed our window of low flow necessary for trap installation. We are still in the process of identifying a permanent location for trapping, but as we said before, do not anticipate that the Aplets Way site would fulfill our needs for a permanent location.

I'd like to thank both of you, as well as the rest of the City of Cashmere staff and City Council, for your time and efforts on this project. I'll have to see if I can orchestrate some better results if we work together again in the future. Please feel free to contact me with any questions. Thank you.

Ben Truscott  
Fish and Wildlife Biologist  
WA Dept. of Fish and Wildlife  
ben.truscott@dfw.wa.gov  
Office - 509.664.3148 ext. 14  
Fax - 509.662.6606

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**From:** Preston, Terrie L (DFW)  
**Sent:** Friday, May 06, 2011 12:03 PM  
**To:** Mark Botello; Truscott, Benjamin L (DFW)  
**Subject:** RE:

Mark, Ben,

Here's the scanned version of the fully executed permit attached we were working on with hard copy to follow.  
Thanks,

*Terrie Preston  
Region 2 Lands Agent  
1550 Alder St. NW  
Ephrata, WA 98823  
509-754-4624 x 217*

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**From:** Mark Botello [mailto:mark@cityofcashmere.org]  
**Sent:** Monday, April 25, 2011 1:10 PM  
**To:** Preston, Terrie L (DFW)  
**Subject:** RE:

Okay thanks