



City of Cashmere

101 Woodring Street

Cashmere, WA 98815

Ph (509) 782-3513 Fax (509) 782-2840

Website www.cityofcashmere.org

**CITY OF CASHMERE
STUDY SESSION
MONDAY, JUNE 13, 2011
6:00 P.M., CITY HALL**

AGENDA

BUSINESS ITEMS

- 6:00 - Public Works Department
- 6:45 - Website

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)



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CASHMERE CITY COUNCIL MEETING
MONDAY, JUNE 13, 2011 7:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSE ABSENCE

ANNOUNCEMENTS & INFORMATION

- Financial Report for May
- Committee Report for Review of Annual Financial Report

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of May 23, 2011 Regular City Council Meeting
2. Payroll and Claims Packet Dated June 13, 2011
3. Set public hearing on Monday, June 27, 2011 at 7:00 p.m. for the Six-year TIP

BUSINESS ITEMS

4. Presentation for best tasting water in the Pacific Northwest
5. Public Hearing on amendments to Title 17 regarding wineries
6. Water Use Efficiency Public Forum
7. Selection of contractor for Sunset Highway reconstruction project
8. Contract documents between contractor and City for Sunset Highway reconstruction project
9. Selection of Hurst Construction for Mission Ave & Woodring Street Improvement Project
10. Contract documents between Hurst Construction and City for Mission Ave & Woodring Street Project
11. Ordinance No. 1189 Refunding all outstanding Junior Lien Wastewater Pretreatment Revenue Bonds, 2000
12. DNR Aquatic Lands Easement for Cottage Avenue Bridge
13. PUD Utility Easement at Simpson Park
14. Interagency Agreement Emergency Medical Aid Services
15. Declaring Glass Crusher Surplus and granting it to the City of Chelan

PROGRESS REPORTS

- Provided in council packet

ADJOURNMENT

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PLEASE STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS.
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MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY MAY 23, 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:	Jim Fletcher Donna Wynne Debbie Knutsen Jeff Gomes	Skip Moore
Staff:	Bob Schmidt, Dir. of Operations Kay Jones, City Clerk-Treasurer Mark Botello, Dir. of Planning/Building	

FLAG SALUTE

EXCUSED ABSENCES

MOVED by Councilor Fletcher and seconded by Councilor Knutsen to excuse the absence of Councilor Skip Moore. Motion carried.

ANNOUNCEMENTS & INFORMATION

Clerk-Treasurer Kay Jones submitted copies of the Monthly Financial Report for April.

Clerk-Treasurer Jones announced that the outside review of the annual report was complete. Other than minor changes the city's report was very clean. The outside review does not meet the state's requirement for an internal review of the annual report. A council committee still needs to review the financial condition of the city and report back to the full council. Councilors Jeff Gomes and Debbie Knutsen volunteered to review the annual report.

Also, Jones announced a letter was sent to the Chelan PUD inviting them to hold a public meeting in Cashmere to answer citizens' questions and concerns regarding fiber build out. Jeff Smith from Chelan PUD has requested an interim meeting with the mayor and a couple council members to discuss the fiber build out on June 3, 2011. Councilors Jim Fletcher and Jeff Gomes volunteered for the fiber meeting.

APPROVAL OF AGENDA

MOVED by Councilor Wynne and seconded by Councilor Gomes to approve the agenda as submitted. Motion carried.

CONSENT AGENDA

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

Claims Check Nos. 30877 through 30910 and EFT 04/2011 totaling \$306,073.11

MOVED by Councilor Knutsen and seconded by Councilor Wynne to approve the items on the consent agenda. Motion carried.

ORDINANCE NO. 1187 VACATING A SIX FOOT WIDE PORTION OF MAPLE STREET

The proposed ordinance is vacating a six 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 feet in width and located on the north side of Mission Avenue between Woodring Street and Maple Street.

MOVED by Councilor Fletcher and seconded by Councilor Gomes to adopt Ordinance No. 1187 vacating a six foot wide portion of Maple Street. Motion carried.

ORDINANCE NO. 1188 ESTABLISHING PROCEDURES FOR THE ISSUANCE OF SPECIAL USE PERMITS

The proposed ordinance establishes procedures for the issuance of special use permits related to the use of City rights-of-way and parking areas. Establishing procedures will allow the application to go through an administrative review and eliminates the need for the applicants to come before the council. The City Council made minor language amendments to the proposed ordinance including calling the permit a special event permit instead of use permit.

MOVED by Councilor Gomes and seconded by Councilor Wynne to adopt Ordinance No. 1188 establishing procedures for the issuance of special use permits as amended by council. Motion carried.

SPECIAL USE PERMIT APPLICATION FOR A BEER GARDEN AT BARNEY'S FOR FOUNDERS' DAYS

MOVED by Councilor Fletcher and seconded by Councilor Knutsen to approve the special use permit for a beer garden at Barney's for Founders' Days. Motion carried.

SURVEYING SERVICES DURING CONSTRUCTION OF SUNSET HIGHWAY PROJECT

Fitzpatrick Surveying will provide surveying services during the construction of Sunset Highway in the amount of \$31,140. This amount is referenced in the Interlocal Agreement between the City and Port of Chelan County that came before council last year. The surveying services agreement was not approved since the project was delayed for a year to include the replacement of the bridge. This scope of work does not include the surveying services for the bridge replacement.

MOVED by Councilor Gomes and seconded by Councilor Fletcher to approve surveying services during construction of the Sunset Highway Project in the amount of \$31,140. Motion carried.

ADDENDUM NO. 1 OF THE SURVEYING SERVICES AGREEMENT DURING CONSTRUCTION FOR THE SUNSET HIGHWAY BRIDGE REPLACEMENT

Addendum No. 1 of the surveying services agreement is for an additional \$7,200 for surveying services during construction of Sunset Highway for the bridge replacement. The City will be paying 100% of the surveying costs for the bridge.

MOVED by Councilor Fletcher and seconded by Councilor Knutsen to approve Addendum No. 1 of the surveying services agreement during construction of Sunset Highway for an additional

\$7,200 for the bridge replacement. Motion carried.

RH2 ENGINEERING SUPPLEMENT NO. 2 AGREEMENT FOR SUNSET HIGHWAY PROJECT

Sunset Highway Reconstruction project Scope of Work Supplement No. 2 for services during construction engineering is a total amount of \$412,845. State Department of Transportation will have to approve Supplement No. 2, but the total dollar amount will not change.

MOVED by Councilor Fletcher and seconded by Councilor Gomes to approve the RH2 Engineering Supplement No. 2 Agreement for the Sunset Highway project in the amount of \$412,845. Motion carried.

INTERLOCAL AGREEMENT BETWEEN THE CITY AND CHELAN COUNTY PORT DISTRICT FOR THE SUNSET HIGHWAY PROJECT

The Interlocal Agreement is between the City and Chelan County Port District for the Sunset Highway road and waterline improvements. Partnering on the project is a benefit for both entities. The engineer's final estimates were calculated and added to the final agreement. 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, up to a maximum total payment amount of \$1,126,170.

MOVED by Councilor Fletcher and seconded by Councilor Wynne to approve the Interlocal Agreement between the City and Chelan County Port District for the Sunset Highway project. Motion carried.

DNR PERMIT – EASEMENT AGREEMENT NO. 51-085290 FOR WASTEWATER PIPE

MOVED by Councilor Gomes and seconded by Councilor Wynne to authorize the Mayor to sign the DNR Easement Agreement for the wastewater pipe. Motion carried.

PROGRESS REPORTS

Written progress reports were provided in the council packets. Director Botello stated that the report and cost estimate for the railroad quiet zone will be ready to present to council in about one month.

ADJOURNMENT

MOVED by Councilor Wynne and seconded by Councilor Gomes to adjourn. Motion carried.

The meeting was adjourned at 7:48 p.m.

Gordon Irle, Mayor

Attest:

Kay Jones, Clerk-Treasurer



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CITY OF CASHMERE NOTICE OF PUBLIC HEARING

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

Whereas, pursuant further to said law, a public hearing is required on said program, the City Council of the City of Cashmere will hold a public hearing on Monday, June 27, 2011 at 7:00 p.m. at the Cashmere City Hall, 101 Woodring Street. The public is invited to attend and make comment.

Kay Jones
City Clerk-Treasurer
CITY OF CASHMERE

Publish 15, 2011

Staff Summary

Date: June 13, 2011
To: Cashmere City Council
Mayor Irle
From: Mark Botello
RE: Public Hearing on amendments to Title-17 regarding wineries

Please see attached proposed winery language for the Cashmere Council public Hearing. Staff will go over this in more detail at the public hearing.

“Ag-related industry” means an activity supportive to the agricultural industry by providing refrigeration, packing and/or storage facilities, whether for private, cooperative or commercial use by agriculturists, including packing sheds, controlled atmosphere storage buildings, etc. Also means those industrial uses directly related to the packaging, processing, storage, or physical or chemical alteration of the agricultural product. Such industries include, but are not limited to: cold storage plants, controlled atmosphere; produce packing and processing facilities; wineries and their accessory uses such as tasting and sales rooms.

“Agricultural land” means land primarily devoted to the commercial production of horticultural, viticultural, floricultural, dairy, apiary, vegetable, or animal products or of berries, grain, hay, straw, turf, seed, or livestock and land that has long-term commercial significance for agricultural production.

New definition language to Section 17.08.010-Definitions:

“Winery” means a facility where fruit or other products are processed (e.g., crushed, blended, aged, and/or bottled) and may include as incidental and/or accessory to the principal use a tasting room, food and beverage service, places of public/private assembly, and/or retail sales area. Wineries usually include storage in tanks, barrels and as finished products.

“Value added operation” means any activity or process that alters the original agricultural product or commodity for the purpose of gaining a marketing advantage. Value added operations may include bagging, packaging, bundling, pre-cutting, processing food, serving food and beverage service, and dry or refrigerated storage.

Add following language to Chapter 17.58-General Regulations:

GENERAL REGULATIONS

Sections:

- 17.58.010 Purpose, intent and applicability.
- 17.58.020 Accessory structures – Residential zones.
- 17.58.030 Family home day care.
- 17.58.040 Group A home occupations.
- 17.58.050 Fences and hedges.
- 17.58.060 Decks, patios, porches, and slabs.
- 17.58.070 Swimming pools.
- 17.58.080 Domestic animals.
- 17.58.085 Livestock and poultry.
- 17.58.090 Storage standards.
- 17.58.100 Establishment of public nuisance.
- 17.58.110 Clear view triangle.
- 17.58.120 Manufactured Permanent/temporary
- 17.58.140 Flag poles, towers, and tower structures.
- 17.58.150 Caretakers
- 17.58.160 Value-Add Operation of Winery/Vinyard “A”

Add following language to Chapter 17.58.160-Value-Add Operation of Winery/Vineyard "A":

Value-Added Operation of Winery/Vineyard "A" that is less than or equal to two thousand five hundred (2,500) square feet in size is permitted as accessory to a vineyard, provided property is at least one acre in size, and ancillary uses less than or equal to one thousand (1,000) square feet in size are permitted as which may include decks, patios or terraces associated with the retail use are limited to the small-scale processing and sale of wine or spirits, wine tasting, incidental and/or accessory food and beverage service, and sale of ancillary items related to the winery and its products and small wine tasting events.

The following conditionals shall apply to Value-Added Operation of Winery/Vineyard "A":

- a. The applicant shall submit a site design plan which addresses and mitigates, if necessary, the impacts of the operation. Such issues may include, but are not limited to, parking, noise, lighting, odor, drainage, and traffic impacts.
- b. The use shall adhere to all applicable building, fire safety and health codes, and all zoning restrictions of the district in which it is located.
- c. The administrator may impose other conditions, such as additional parking, noise limitations, increased setbacks, improved access, landscaping or screening, found necessary to protect the best interests of surrounding properties or the neighborhood due to the nature or character of the site of the facility.

Add following language to Chapter 17.72-Conditional Uses:

CONDITIONAL USES

Sections:

- 17.72.010 Approval required.
- 17.72.020 Permit – Contents.
- 17.72.030 Permit – Expiration.
- 17.72.040 Complaint investigation – Cease and desist order – Appeal.
- 17.72.050 Evaluation criteria and general standards.
- 17.72.060 Home occupations.
- 17.72.070 Bed and breakfast.
- 17.72.080 Public and private schools.
- 17.72.090 Day care, family home – B, mini day care and day care centers.
- 17.72.100 Schools, preschools and studios for group instruction.
- 17.72.110 Accessory dwelling units.
- 17.72.120 Churches and church-sponsored youth centers.
- 17.72.140 Utility substations and exchanges.
- 17.72.150 Value-Added Operation of Winery/Vineyard "B"

Add following language to Chapter 17.72.150- Value-Added Operation of Winery/Vineyard "B":

Value-Added Operation of Winery/Vineyard "B" that exceeds the square footage requirement of the winery of 2,500 square feet or ancillary use of 1,000 square feet shall be permitted as a conditional use permit and as accessory to a vineyard, provided property is at least one acre in size, are permitted as which may include decks, patios or terraces associated with the retail use are limited to the processing and sale of wine or spirits, wine tasting, incidental and/or accessory food and beverage service, and sale of ancillary items related to the winery and its products and wine tasting events.

Value-Added Operation of Winery/Vineyard "B" proposals shall comply with Section 17.72.050-evaluation criteria and general standards of Cashmere Municipal Code.

Amend district use chart as shown below:

17.18.020 District use chart.

The use chart located on the following pages is made a part of this section. The below acronyms apply to the following use chart. For listed uses if a cell within the chart is blank under a specific district column, that use is not allowed. For unlisted uses the city administrator shall determine if said unlisted use is similar to one that is already enumerated in the use chart and may therefore be allowed, subject to the requirements associated with that use and other applicable provisions of the CMC.

- PRM – Permitted Use
- ACC – Accessory Use
- CUP – Conditional Use Permit
- HOP – Home Occupation Permit
- PUD – Planned Unit Development
- * = Located on upper floor only
- ** = Existing residence only, as of the date of adoption of the ordinance codified in this section

	SF	SR	AR	MF	P	DB	C/LI	WI
Residential Uses								
Accessory Dwelling		CUP	CUP	CUP				
Accessory Structure	ACC	ACC	ACC	ACC				
Adult Family Home	CUP	CUP	CUP	CUP				
Caretakers Residence for Adult Family Home	ACC	ACC	ACC	ACC				
Aircraft Hangar Personal Use			ACC					

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Assisted Living Facility				PRM				
Caretakers Residence for Assisted Living Facility				ACC				
Bed and Breakfast	CUP	CUP	CUP	CUP				
Boarding/Lodging House	ACC	ACC	ACC	ACC				
Caretakers Residence for Boarding/Lodging House	ACC	ACC	ACC	ACC				
Condominiums Residential	PUD	PUD	PRM	PRM				
Congregate Care	CUP	CUP	CUP	CUP				
Convalescent Home/Nursing Homes				PRM				
Caretakers Residence for Convalescent Home/Nursing Homes				ACC				
Day Care Center		CUP	CUP	CUP		CUP	CUP	
Day Care, Family Home A	ACC	ACC	ACC	ACC		ACC**	ACC**	
Day Care, Family Home B	CUP	CUP	CUP	CUP		CUP**	CUP**	
Day Care, Mini	CUP	CUP	CUP	CUP		CUP**	CUP**	
Duplex Dwelling		PRM	PRM	PRM		PRM**	PRM**	
Foster Home	ACC	ACC		ACC				
Home Occupation Group A	ACC	ACC	ACC	ACC				
Home Occupation Group B	CUP	CUP	CUP	CUP				
Manufactured Home	PRM new	PRM old	PRM new	PRM new				
Manufactured Home Park See Planned Unit Development								
Multifamily Dwelling		PRM		PRM		PRM*	PRM*	
Planned Unit Development	PUD	PUD	PUD	PUD				
Single-Family Dwelling	PRM	PRM	PRM	PRM		PRM**	PRM**	
Public/Semipublic Uses								
Animal Shelter								
Cemeteries, Mausoleums					PRM			
Churches (Parsonages)	CUP	CUP	CUP	CUP		PRM	PRM	
Clinic, Medical, Dental, Etc.						PRM	PRM	PRM
Community Club, Grange, Lodge					PRM	PRM	PRM	PRM
Convention, Info and/or Community Centers, Museums					PRM	PRM	PRM	PRM
Courts of Law					PRM	PRM		
Detention Facility/Jail								
Educational Services (Public, Private)	CUP	CUP	CUP	CUP	PRM	CUP	CUP	CUP
Fire/Police Station		CUP		CUP	PRM	CUP	CUP	CUP
Hospital					CUP		CUP	CUP
Libraries, Public					PRM	PRM	CUP	CUP
Municipal Buildings					PRM	PRM	PRM	PRM
Municipal Shop/Maintenance Buildings					CUP		CUP	PRM
Park and Ride				CUP	PRM	PRM	PRM	PRM
Post Office					PRM	PRM	PRM	PRM
Preschool		CUP		CUP		CUP	CUP	
Public Garages					CUP	PRM	PRM	PRM
Recycling Center, Transfer Station,					CUP		CUP	CUP

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Composting Facility								
Trade/Vocational School					CUP		CUP	CUP
Utility Uses and Structures	CUP	CUP	CUP	CUP	CUP	CUP	PRM	PRM
Wastewater Treatment Facilities					CUP		PRM	PRM
Water Wells and/or Treatment Facilities	CUP	CUP	CUP	CUP	CUP	CUP	PRM	PRM
Agricultural Uses								
Ag-Related Industry							CUP PRM	PRM
Agriculture		PRM						
Commercial Composting								
Exotic Animals		CUP		CUP				
Farm Equipment Sales/Service							PRM	PRM
Feed Lot								
Feed Store							PRM	PRM
Home Fruit Stand		ACC						
Horse Boarding/Training, Riding Stable								
Kennels								
Livestock/Poultry		ACC		ACC				
Nursery, Commercial/Retail/Wholesale		CUP					CUP	CUP
Poultry, Commercial								
Slaughterhouse								
Veterinary Clinic with Indoor Boarding Facilities						PRM	PRM	PRM
Veterinary Clinic with Outdoor Boarding Facilities							CUP	CUP
Caretakers Residence for Veterinary Clinic with Outdoor Boarding Facility							ACC	ACC
Value-Added Operation of Winery/Vineyard "A", Vineyard, Provided Property is at Least One Acre in Size		PRM				PRM	PRM	PRM
Value-Added Operation of Winery/Vineyard "B", Provided Property is at Least One Acre in Size		CUP				PRM	PRM	PRM
Vineyard, Provided Property is at Least One Acre in Size		PRM						
Commercial Uses								
Accessory Buildings, Structures						ACC	ACC	ACC
Arts and Crafts, Antique Sales						PRM	PRM	
Auto Towing Secured							PRM	PRM
Auto/Truck Sales and Service							PRM	PRM
Bakery, Retail						PRM	PRM	PRM
Bakery, Wholesale							PRM	PRM
Boat Sales and Service							PRM	PRM
Car Rental							PRM	PRM
Car Wash							PRM	PRM
Caterer						PRM	PRM	PRM
Clothing Repair and Sales						PRM	PRM	PRM
Commercial Copiers/Printers						PRM	PRM	PRM

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Convenience Store, Excluding Fuel Sales				CUP		PRM	PRM	PRM
Convenience Store, Including Fuel Sales							PRM	PRM
Crematorium								
Cultural and/or Historical Facilities, Museums					PRM	PRM	PRM	
Drive-Up Food Service						PRM	PRM	PRM
Dry Cleaners, Laundromats						PRM	PRM	PRM
Farmer's Market					ACC	PRM	PRM	PRM
Financial/Lending Institution (Bank, Etc.)						PRM	PRM	PRM
Funeral Home						PRM	PRM	
Guest Ranches, Lodging Facilities		CUP						
Caretakers Residence for Guest Ranches, Lodging Facilities		ACC						
Hardware/Garden Store						PRM	PRM	PRM
Heating and Plumbing Sales and Services						CUP	PRM	PRM
Hotels/Motels						PRM	PRM	
Caretakers Residence for Hotels/Motels						ACC	ACC	
Locksmiths						PRM	PRM	PRM
Lumber Yard							PRM	PRM
Mail and Internet Order Outlets						PRM	PRM	PRM
Manufactured Home, Sales							PRM	
Merchandise, Furniture, Home Furnishings, Department Retail Sales and Service						PRM	PRM	PRM
Micro-Brewery/Winery						CUP	PRM	PRM
Mini-Storage, Commercial Users							PRM	PRM
Caretakers Residence for Mini-Storage, Commercial Users							ACC	ACC
Mini-Storage, Personal Users				CUP		CUP	PRM	PRM
Caretakers Residence for Mini-Storage, Personal Users				ACC		ACC	ACC	ACC
Mobile Vendor					ACC	CUP	CUP	CUP
Newspaper Publishing						PRM	PRM	PRM
Parking Lots Commercial or Public						PRM	PRM	PRM
Personal Services (Barber, Salon, Etc.)						PRM	PRM	PRM
Pet Services						PRM	PRM	PRM
Pharmacies						PRM	ACC	PRM
Professional Services (Lawyer, Psychiatrist, Computer Services, Etc.)						PRM	PRM	PRM
Public/Private Corporate, Regional Headquarters, Administrative Offices for Commercial, Industrial, Noncommercial Uses						PRM	PRM	PRM
Rental Services (Equipment, Furniture and Storage Space)						PRM	PRM	PRM
Repair Services, Electronics/Appliances						CUP	PRM	PRM
Restaurant						PRM	PRM	PRM
Retail Textiles, Sporting Goods, General Merchandise						PRM	PRM	PRM

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Retail Stores (Grocery, Food, Specialty Foods, Etc.)						PRM	PRM	PRM
RV Sales and Service							PRM	PRM
Service Station							PRM	PRM
Signs, Off-Premises Ads Billboards						ACC	ACC	ACC
Taverns, Bars, Cocktail Lounges						PRM	PRM	PRM
Tractor, Trailer Sales							PRM	PRM
Travel Agencies						PRM	PRM	
Truck Stops							PRM	
Variety Stores, Antique and Secondhand Shops						PRM	PRM	
Vehicle Repair and Service Shops							PRM	PRM
Industrial Uses								
Above/Below Ground Storage of Critical Material								CUP
Accessory Buildings, Structures							ACC	ACC
Airports and Supporting Aviation Activities							CUP	CUP
Caretakers Residence for Airport and Supporting Aviation Activities							ACC	ACC
Apparel Manufacture						CUP	CUP	PRM
Asphalt Paving Plant								
Beverage Industry							CUP	CUP
Building/Construction Materials, Manufacture/Assembly/Fabrication, Lumber Yard							PRM	PRM
Bulk Fuel Distributor							CUP	CUP
Canning/Packing Foods						CUP	CUP	PRM
Cement/Concrete Plant							PRM	PRM
Wireless Communication Facilities							PRM	PRM
Construction Contractor's Yards							PRM	PRM
Caretakers Residence for Construction Contractor's yard							CUP	CUP
Electronic Product Manufacture/Assembly						CUP	CUP	CUP
Fabricated Metal Products, Sheet Metal, Welding							PRM	PRM
Food Processing						CUP	PRM	PRM
Furniture Products Manufacture/Assembly						CUP	PRM	PRM
Glass Products Manufacture/Assembly						CUP	PRM	PRM
Hardware Product Manufacture/Assembly						CUP	PRM	PRM
Hazardous Waste Storage, On-Site								
Hazardous Waste Treatment, On-Site								
Heliports							CUP	CUP
Caretakers Residence for Heliports							ACC	ACC
Leather Products Manufacture/Assembly, No Processing						CUP	CUP	CUP
Lumber and Wood Manufacturing							PRM	PRM
Machinery/Heavy Equipment Manufacture/Assembly							CUP	CUP

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Manufactured Homes, Travel Trailers, Campers, Manufacture/Assembly/Fabrication								PRM	PRM
Caretakers Residence for Manufactured Homes/Travel Trailers/Campers, Manufactures/Assembly/Fabrication									
Medical/Scientific Research, Product Manufacture/Assembly, Testing and Experimental Development Labs							CUP	PRM	PRM
Mineral Extraction, Crushing, Screening, Excavation, Etc.									
Packaging and Distribution Operations							CUP	PRM	PRM
Paper Products Manufacture/Assembly								CUP	CUP
Paperboard Containers Manufacture								CUP	CUP
Parcel Delivery Service, Packaging, Crating							CUP	PRM	PRM
Plastic Products Manufacture/Assembly								CUP	CUP
Prefabricated Wood Products								PRM	PRM
Printing, Publishing, Binding							PRM	PRM	PRM
Rebuilding and/or Repairing Nonmetal or Mineral Products								PRM	PRM
Rendering Plants									
Retail with Products Manufactured, Packaged or Otherwise Prepared on the Same Premises							CUP	PRM	PRM
Rubber Products, Manufacturing, Processing								CUP	CUP
Storage, Outdoor								ACC	ACC
Storage, Sales, Distribution of Hazardous Materials								CUP	
Temporary Buildings for Construction Purposes	PRM	PRM	PRM	PRM	PRM	PRM	PRM	PRM	PRM
Truck, Freight Terminals								PRM	PRM
Vehicle and Machinery Repair and Storage								PRM	PRM
Vehicle Recycling Facilities									
Warehousing, Storage								PRM	PRM
Caretakers Residence for Warehousing, Storage								CUP	CUP
Wholesale Establishments								PRM	PRM
Wholesale Trade/Storage of Durable and Nondurable Goods (Auto Parts, Tires, Furniture, Lumber)								PRM	PRM
Wrecking/Junk Yard									
Recreational Uses									
Arboretums and Gardens	CUP	CUP	CUP	CUP	PRM	CUP	CUP	CUP	CUP
Boat Launches, Water-Related Activities					PRM				
Bowling Alleys							CUP	CUP	CUP
Dancehalls							CUP	CUP	CUP
Drive-In Theater									
Exercise Facility							PRM	PRM	PRM
Fairgrounds						PRM			

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Golf Course, Driving Range							PRM	
Gun/Sportsmen's Club								
Miniature Golf						CUP	CUP	CUP
Mini-Casinos, Game, Card Rooms						CUP	CUP	
Playfields, Playgrounds	CUP	CUP	CUP	PRM	PRM	PRM	PRM	
Public Fishing Access, Fish/Wildlife Habitat Areas					PRM			
Publicly Owned/Operated Parks and Recreation Facilities	PRM	PRM	PRM	PRM	PRM	PRM	PRM	
Racetrack/Speedway (Horse, Mini-Sprint, Etc.)								
Recreational Vehicle Park or Tent Campground (stay up to 14 days)	PUD	PUD					PUD	
Roller-Skating Rink						CUP	CUP	CUP
Theaters						CUP	CUP	CUP
Trail Systems	PRM	PRM	PRM	PRM	PRM	PRM	PRM	
Video Rental						PRM	PRM	



Staff Summary

Date: June 13, 2011
To: City Council
From: Bob Schmidt, Director of Operations
RE: Water Use Efficiency

FYI Council last approved a Water Conservation Plan in March of 2004. We will be updating our Water Conservation Plan as part of our Comprehensive Water System Plan that RH2 is currently working on. Now the plan will be called a Water Use Efficiency Plan. As part of our Washington State Department of Health requirements we are to include the Public in our goal setting process. So we are providing this Public Forum to comply with this requirement.

So I will State Our Goals from the 2004 plan, which are;

- Increase customer awareness of water use habits.
- Encourage to achieve conservation of 5% by 2007 and 10% by 2017. (Current achievement is 25% since 2004)
- Respond to citizen concerns regarding effective resource use.
- Reduce system wide per capita consumption.
- Educate system users.
- Protect natural resources.
- Reduce unaccounted water uses. (still at approximately 30%)
- Comply with state guidelines.

I will also distribute the WUE pamphlet which is included with this Staff Summary.

No Council Action is Necessary



City of Cashmere
101 Woodring Street
Cashmere, WA 98815

Phone: 509-782-3513
Fax: 509-782-2840
mail@cityofcashmere.org

We are on the WEB
cityofcashmere.org

WUE Benefits?

So the Benefits of WUE program are many:

- it will save you and us both money \$\$
- it encourages us to value both the quantity and quality of this limited resource.
- it causes us to think long term about how we can steward this resource for ourselves and future generations.
- it causes us to focus on the unique needs and limitations or our own water system.



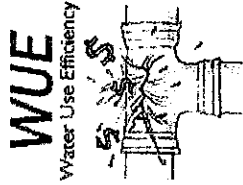
What About Water Reuse?

A large number of other communities have chosen to reuse Class A effluent from their wastewater treatment plants to irrigate green spaces, parks and golf courses. This use of reclaimed water preserves large quantities of treated drinking water that had previously been used for irrigation purposes. The City of Cashmere will be building a new wastewater treatment plant scheduled to come on-line in 2014.

Our new treatment plant will treat wastewater to Class A standards. So water reuse will be something we may consider in the future. We'll keep you posted.



WATER USE EFFICIENCY



Water Use Efficiency (WUE) Means What?

The Washington State Department of Health mandates that we have a Water Use Efficiency Program and describes it as follows.

A WUE program is a plan your water system follows to increase water supply and water demand efficiency. The intent is to minimize water withdrawals and water use by implementing water saving activities and adopting policies, resolutions, ordinances, or bylaws.

We have all been made aware of the importance of water conservation. The City of Cashmere has been committed to water conservation for some time.

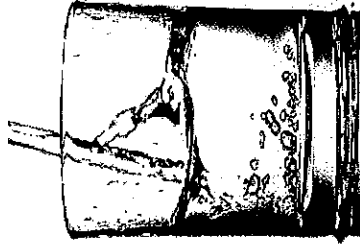
A WUE program is a more global approach. Water conservation is very much a part of a WUE program.

As part of our WUE program the City will continue to set goals for public education and public involvement in conserving our water resource. In addition to conservation a WUE program considers both water supply and water usage efficiencies.

Specifically we are required to account for water produced and also for water supplied to customers so that we can determine our water distribution losses from leakage. The State has set the goal for water distribution system leakage at less than 10%.

The City has invested in accurate metering for water produced and water used and has found that our system leakage is higher than 10% so one of our immediate goals is to find and repair leaks in our distribution system

Another WUE requirement is Goal Setting. Water systems must set specific Water Use Efficiency goals that are well defined and measurable with specific target dates for the achievement of the goals along with annual reporting to DOH.



Water a ~~X~~ Limited Resource



The whole point of the WUE is that Water is a limited resource that every person along with every other living thing needs. So it is in everyone's interest that this critical resource is managed wisely and used efficiently.

We use water every day and in many ways. Population growth has stretched our supply of water thin. Water rights issues are coming to the forefront in many areas.

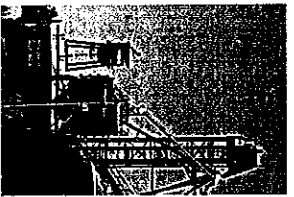
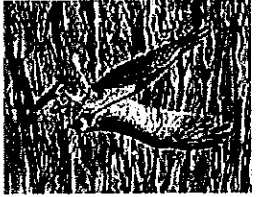
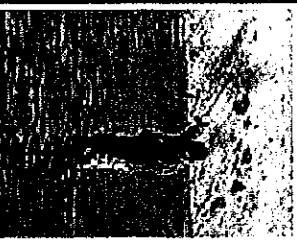
All of the pictures on this page represent important interests. All in need of this limited resource.



Water is important for domestic and industrial uses also for fish and wildlife habitat, for farming and agriculture and recreational uses. In our area hydropower is also in the mix.



The City of Cashmere is happy to comply with the WUE rules. We understand the long term benefit of planning the wise use of this limited resource.

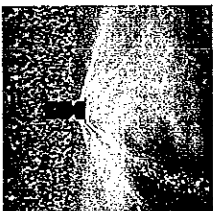
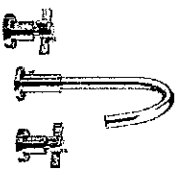
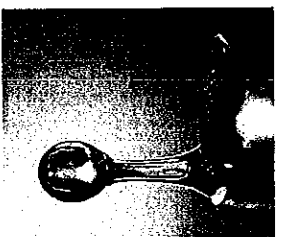


What Can You Do?

Be aware of your water uses and consider water conservation measures. For indoors, watch for water losses such as dripping faucets or leaking toilet valves. Even small leaks waste large volumes over time which costs you money. Also consider water saver fixtures and appliances. The cost of these upgrades can be recouped over time in water savings. \$\$



For outside you might consider cutting back on irrigation. Where you have plantings, monitor soil moisture and where appropriate, cut back on water use. You also may consider low maintenance landscaping that requires little or no irrigation.



What Can We Do?

We have already taken a number of the steps that comply with the Water Use Efficiency rule. We have purchased new accurate metering, system wide. We have and will be hiring a leak detection service annually and will be repairing leaks as they are detected.

We will continue to educate and engage our customers on the wisdom of water conservation and we will continue to set water use goals for ourselves and our customers. Goals are set for Water Use Efficiency every 6 years when we update our Water Comp Plan. We are updating our plan this year.

Together we can enjoy high quality water for ourselves today and also ensure that we have enough for the growing needs of tomorrow.



Staff Summary

Date: June 13, 2011

To: Cashmere City Council
Mayor Irle

From: Mark Botello

RE: Selection of Contractor for Sunset Highway Reconstruction Project

The bid opening for the Sunset Highway Reconstruction project is scheduled for Monday, June 13, 2011 at 11:00 at Cashmere City Hall.

Staff and Eric Howe (RH2 Engineers) will provide the bid results at the Council meeting.

Staff Summary

Date: June 13, 2011

To: Cashmere City Council
Mayor Irle

From: Mark Botello

RE: Contract documents between Contractor and City for the Sunset Highway Reconstruction Project.

The bid opening for the Sunset Highway Reconstruction project is scheduled for Monday, June 13, 2011 at 11:00 at Cashmere City Hall.

Staff and Eric Howe (RH2 Engineers) will provide the contract documents at the Council meeting.

Staff Summary

Date: June 13, 2011
To: Cashmere City Council
Mayor Irle
From: Mark Botello
RE: Selection of Hurst Construction for Mission Ave & Woodring Street Improvement Project.

The bid opening for the Mission Ave & Woodring Street Improvement project was held on Monday, June 6, 2011 at 11:00 at Cashmere City Hall.

The bid results are as follows:

RH2-Engineers Estimate: \$402,110.00

Hurst Construction:	\$416,086.00	Lowest Bid Received
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Selland Construction: \$419,891.75

Smith Excavation: \$435,431.30

Pipkin Construction: \$447,941.20

The lost bid (Hurst Construction) came in approximately 3.5% above engineers estimate.

Recommendation:

Select Hurst Construction as the contractor for the Mission Ave & Woodring Street Improvement Project.

Staff Summary

Date: June 13, 2011
To: Cashmere City Council
Mayor Irle
From: Mark Botello
RE: Contract documents between Hurst Construction and City for Mission Ave & Woodring Street Improvement project.

The bid opening for the Mission Ave & Woodring Street Improvement project was held on Monday, June 6, 2011 at 11:00 at Cashmere City Hall, and Hurst Construction was the lowest bid received.

Staff and Eric Howe (Rh2) will provide the contract documents at the Council meeting

Recommendation:

Authorize Mayor to sign contract documents between City and Hurst Construction for the Mission Ave & Woodring Street improvements project.

CITY OF CASHMERE, WASHINGTON

ORDINANCE NO. 1189

AN ORDINANCE of the City of Cashmere, Washington, relating to contracting indebtedness; providing for the issuance of revenue refunding bonds of the City in the aggregate principal amount of [\$3,795,000] to provide the funds with which to carry out a current refunding of all of the City's outstanding Junior Lien Wastewater Pretreatment Revenue Bonds, 2000, provide for the Reserve Requirement; authorizing the use of other money legally available to pay the administrative costs of such refunding and to pay costs of issuance of the Bonds; authorizing the execution of an agreement with The Bank of New York Mellon of New York, New York, as refunding trustee; providing for the call, payment and redemption of the outstanding bonds to be refunded; fixing the date, form, maturities, interest rates, terms and covenants of the bonds; establishing a bond redemption fund and approving the sale and providing for the delivery of the bonds to Martin Nelson & Co., Inc., of Seattle, Washington.

Passed June 13, 2011

This document prepared by:

*Foster Pepper PLLC
1111 Third Avenue, Suite 3400
Seattle, Washington 98101
(206) 447-4400*

CITY OF CASHMERE, WASHINGTON

RESOLUTION NO. 1189

AN ORDINANCE of the City of Cashmere, Washington, relating to contracting indebtedness; providing for the issuance of revenue refunding bonds of the City in the aggregate principal amount of [\$3,795,000] to provide the funds with which to carry out a current refunding of all of the City's outstanding Junior Lien Wastewater Pretreatment Revenue Bonds, 2000, provide for the Reserve Requirement; authorizing the use of other money legally available to pay the administrative costs of such refunding and to pay costs of issuance of the Bonds; authorizing the execution of an agreement with The Bank of New York Mellon of New York, New York, as refunding trustee; providing for the call, payment and redemption of the outstanding bonds to be refunded; fixing the date, form, maturities, interest rates, terms and covenants of the bonds; establishing a bond redemption fund and approving the sale and providing for the delivery of the bonds to Martin Nelson & Co., Inc., of Seattle, Washington.

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

Section 1. Recitals, Findings and Determinations.

1. The City (then Town) of Cashmere, Washington (the "City"), pursuant to Ordinance No. 314 passed by the City Council and approved by the Mayor on March 24, 1952, combined the water distribution system and the system of sewerage of the City into a combined water-sewer system and those combined systems are maintained and operated jointly as the waterworks utility of the City (the "Waterworks Utility").

2. Pursuant to Ordinance No. 740 passed May 22, 1989, the City provided for the issuance and sale of \$815,000 par value of Water and Sewer Revenue Refunding Bonds, 1989 (the "1989 Bonds"), and by Section 8.01 of Ordinance No. 740 reserved the right to issue water and sewer revenue bonds having a lien and charge on the gross revenue of the Waterworks Utility and utility local improvement district assessments ("ULID Assessments") on a parity with the lien and charge upon such gross revenue and ULID Assessments of the 1989 Bonds for the payment of the principal thereof and interest thereon if certain conditions were met and complied with. Ordinance No. 740 also preserved the right to issue bonds having a subordinate lien and charge on the gross revenue of the Waterworks Utility. The 1989 Bonds have been retired.

3. Pursuant to Ordinance No. 822 passed December 13, 1993, the City provided for the issuance and sale of \$710,000 par value Water and Sewer Revenue Refunding Bonds, 1994 (the "1994 Bonds"), which 1994 Bonds were issued on a parity of lien and charge on the Gross Revenue of the Waterworks Utility and ULID Assessments with the 1989 Bonds.

4. Pursuant to Ordinance No. 950 passed July 26, 1999, the City provided for the issuance and sale of \$1,030,000 par value Water and Sewer Revenue Bonds, 1999 (the "1999

the life of the Refunded Bonds but for such refunding. Therefore, the issuance and sale of the Bonds is in the best interest of the City and in the public interest. In making such finding and determination, the City Council has given consideration to the fixed maturities of the Bonds and Refunded Bonds, the costs of issuance of the Bonds and the known earned income from investment of the proceeds of the issuance and sale of the Bonds and other money of the City used in the Refunding Plan pending payment and redemption of the Refunded Bonds.

12. In order to carry out the Refunding Plan in the manner that will be most advantageous to the City, it is found necessary and advisable that the money to be deposited with the Refunding Trustee for the Refunded Bonds in accordance with the Refunding Plan will discharge and satisfy the obligations of the City under Ordinance No. 965 with respect to the Refunded Bonds, and the pledges, charges, trusts, covenants, and agreements of the City therein made or provided for as to the Refunded Bonds, and that the Refunded Bonds shall no longer be deemed to be outstanding under such ordinance immediately upon the deposit of such money with the Refunding Trustee.

13. The Gross Revenue to be derived from the operation and maintenance of the Facility will be more than sufficient to permit the setting aside into the Bond Fund out of the Gross Revenue of amounts sufficient to pay the principal of and interest on the Bonds when due, after meeting all Maintenance and Operation Expense. In fixing the amounts to be paid into the Bond Fund under this ordinance the City Council has exercised due regard for Maintenance and Operation Expense (and cost of maintenance and operation) and has not obligated the City to set aside and pay into the Bond Fund a greater amount of Gross Revenue of the Pretreatment Facility than in its judgment will be available over and above such Maintenance and Operation Expense and the payment of debt service on the Outstanding Parity Bonds.

14. The City Council finds that all payments required by Ordinance No. 965 have been made into the Bond Fund and accounts therein, that provision is hereinafter made for the accumulation of the amounts required in the Reserve Account of the Bond Fund. Pursuant to Section 13 of Ordinance No. 965 of the City, in the case of refunding bonds, the City Council finds that no engineer's certificate will be required because the Annual Debt Service for the proposed refunding bonds will not represent an increase in excess of \$5,000 for any year over the Annual Debt Service for the bonds being refunded.

15. On April 25, 2011, the City Council held a regular meeting and approved using \$125,000 in other money legally available to pay for the administrative costs of carrying out the Refunding Plan and to pay costs of issuance of the Bonds. It is in the best interests of the City to use additional money legally available to pay for the additional administrative costs of carrying out the Refunding Plan and the costs of issuance of the Bonds.

16. It is in the best interests of the City to issue and sell the Bonds to carry out the Refunding Plan with respect to the Refunded Bonds, providing for provide for the Reserve Requirement for the Parity Bonds and pay the costs of issuance and sale of the Bonds.

17. Martin Nelson & Co., Inc. has offered to use its best efforts to place those bonds with purchasers under the terms and conditions hereinafter set forth.

“2000 Bonds” means the \$4,230,000 par value Junior Lien Wastewater Pretreatment Revenue Bonds, 2000, of the City issued pursuant to and for the purposes provided in Ordinance No. 965.

“Cashmere Investments, LLC” means Cashmere Investments, LLC, a Washington limited liability company.

“City” means the City of Cashmere, Washington.

“City Clerk-Treasurer” means the duly qualified City Clerk-Treasurer of the City, or other official who succeeds to the duties now delegated to that office.

“Code” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

“City Council” means the duly constituted City Council as the general legislative authority for the City.

“Coverage Requirement” means, in any calendar year an amount of Net Revenue of the Facility at least equal to 1.1 times the Annual Debt Service in that year on all bonds payable from the Bond Fund.

“DTC” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, as depository for the Bonds pursuant to Section 5 hereof, or any successor depository for the Bonds.

“Facility” or **“Pretreatment Facility”** means the City’s reconstructed industrial wastewater pretreatment system including a bulk volume fermenter facility.

“Fiscal Agent” means the fiscal agent of the State of Washington, as the same may be designated by the State from time to time.

“Future Parity Bonds” means any and all junior lien wastewater pretreatment revenue bonds of the City issued after the date of the issuance of the Bonds, the payment of the principal of and interest on which constitutes a charge and lien on the Gross Revenue of the Facility equal in rank with the charge and lien upon such Gross Revenue of the Facility and required to be paid into the Bond Fund to pay and secure the payment of the principal of and interest on the Parity Bonds.

“Government Obligations” means those government obligations defined by RCW 39.53.010(9) as it now reads or hereafter may be amended and which are otherwise lawful investments of the City at the time of such investment.

“Gross Revenue of the Facility” means all the earnings and revenue received by the City from Tree Top, Inc., its successor or any other source, and from users of the Facility, pursuant to the Agreement, necessary to provide payment of principal and interest on the Bonds, to provide for Maintenance and Operation Expenses, and to meet the Coverage Requirement and covenants under this ordinance.

(b) The application of such money to the payment of the principal of and interest on the Refunded Bonds when due up to and including August 1, 2011, and the call, payment, and redemption on August 1, 2011, of all of the then-outstanding Refunded Bonds at a price of 101% of par, plus unpaid interest accrued to that date.

“Refunding Trust Agreement” means a Refunding Trust Agreement between the City and the Refunding Trustee subsequently in the form of that which is on file with the City Clerk-Treasurer and by this reference incorporated herein.

“Refunding Trustee” means The Bank of New York Mellon of New York, New York, serving as trustee or escrow agent or any successor trustee or escrow agent.

“Registered Owner” means the person in whose name a Bond is registered on the Bond Register. For so long as the City utilizes the book-entry system for the Bonds, DTC shall be deemed the Registered Owner.

“Reserve Account” means the account of that name created in the Bond Fund for the purpose of securing the payment of the principal of and interest on the Parity Bonds.

“Reserve Requirement” or **“Required Reserve Amount”** means, for all Parity Bonds, the lesser of (i) Maximum Annual Debt Service, (ii) 125% of Average Annual Debt Service on the outstanding Parity Bonds, or (iii) 10% of the proceeds of the outstanding Parity Bonds. Notwithstanding the above, the deposit to be made in the Reserve Account shall be decreased for any issue of Parity Bonds when and to the extent that the City provides for an Alternate Security to secure the payment of the principal of and interest on that issue of Parity Bonds. In addition, for any issue of Future Parity Bonds, the Reserve Requirement may be provided within five (5) years after the issuance of such bonds.

“Senior Lien Bonds” means the 1994 Bonds, the 1999 Bonds and any additional bonds issued in the future on a parity therewith together with the PWTF Loan and the State Revolving Fund Loan and obligations issued in the future and on a parity therewith.

“State Revolving Fund Loan” means the Washington State Department of Ecology State Revolving Fund loan in the original principal amount of \$550,150, issued under Loan No. 9900032; together with other State Revolving Fund loans the City may incur.

“Tree Top, Inc.” or **“Tree Top”** means Tree Top, Inc., a Washington corporation.

“Waterworks Utility” or **“Water and Sewer System”** means the waterworks utility of the City, including the sewerage system as a part thereof, and all additions thereto and betterments and extensions thereof at any time made.

Section 3. Authorizations. The City shall borrow money on the credit of the City and issue refunding revenue bonds evidencing that indebtedness in the aggregate amount of \$3,795,000 for the purposes described below.

all references to registered owners, bondowners, bondholders or the like shall mean DTC or its nominee and, except for the purpose of the City's undertaking herein to provide continuing disclosure, shall not mean the owners of any beneficial interests in the Bonds. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except: (i) to any successor of DTC or its nominee, if that successor shall be qualified under any applicable laws to provide the services proposed to be provided by it; (ii) to any substitute depository appointed by the City or such substitute depository's successor; or (iii) to any person if the Bonds are no longer held in immobilized form.

Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or a determination by the City that it no longer wishes to continue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the City may appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

If (i) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (ii) the City determines that the Bonds are to be in certificated form, the ownership of Bonds may be transferred to any person as provided herein and the Bonds no longer shall be held in fully immobilized form.

Section 6. Payment of Bonds. Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. For as long as the Bonds are registered in the name of DTC or its nominee, payment of principal of and interest on the Bonds shall be made in the manner set forth in the Letter of Representations. If the Bonds cease to be in book-entry only form, interest on the Bonds shall be paid by checks or drafts of the Bond Registrar mailed on the interest date to the registered owners at the addresses appearing on the Bond Register on the 15th day of the month preceding the interest payment date or, if requested in writing by a registered owner of \$1,000,000 or more in principal amount of Bonds of a series prior to the applicable record date, by wire transfer on the interest payment date, and principal of the Bonds shall be payable upon presentation and surrender of the Bonds by the registered owners to the Bond Registrar.

Section 7. Redemption Provisions and Open Market Purchase of Bonds.

(a) Redemption. The Bonds shall be issued without the right or option of the City to redeem the Bonds prior to their stated maturity dates.

(b) Open Market Purchase. The City reserves the right and option to purchase any or all of the Bonds in the open market at any time at any price acceptable to the City plus accrued interest to the date of purchase.

(c) Cancellation of Bonds. All Bonds purchased under this section shall be canceled.

Section 8. Bond Fund and Accounts. A special fund of the City known as the "Junior Lien Wastewater Pretreatment Revenue Bond Fund" (the "Bond Fund") was previously created in the office of the City Clerk-Treasurer and consists of: (i) a Principal and Interest

If the City shall fail to set aside and pay into the Bond Fund the amounts which it has obligated itself by this section to set aside and pay therein, the owner of any Bond may bring suit against the City to compel it to do so.

The City Council declares that in fixing the amounts to be paid into the Bond Fund it has considered and had due regard for Maintenance and Operation Expenses and has not set aside into the Bond Fund a greater amount or proportion of the Gross Revenue of the Facility of the City than in its judgment will be available over and above the Maintenance and Operation Expenses.

Section 9. Pledge of Revenue; Lien Position. The Net Revenue of the Facility is hereby pledged to the payment of the Bonds, and, subject to the lien of the Senior Lien Bonds, the Parity Bonds constitute a charge and lien on such Net Revenue prior and superior to all other charges and liens whatsoever.

In entering into the Agreement, the provision of which provides for payment of debt service by Tree Top, the City Council has made provision for the due regard of Maintenance and Operation Expenses of the Facility. The City reserves the right to, in its discretion, but is not required to, apply amounts held in a capital improvement and repair account, to the payment of principal and interest on the Bonds.

Section 10. Flow of Funds. Subject to the lien of the Senior Lien Bonds, the Gross Revenue of the Facility shall be used for the following purposes only and shall be applied in the following order of priority:

- (a) To pay the principal of and interest on the Parity Bonds;
- (b) To make all payments required to be made into the Reserve Account; and
- (c) To make all payments required to be made into any revenue bond redemption fund or warrant redemption fund and debt service account or reserve account created to pay or secure the payment of the principal of and interest on any revenue obligations of the City issued to finance improvements to the Facility and having a lien upon the Gross Revenue of the Facility subordinate to the lien thereon for the payment of the principal of and interest on the Parity Bonds.

Section 11. Covenants. The City covenants with the owner of each of the Bonds as follows:

- (a) So long as any Parity Bonds are outstanding, it will establish and maintain rates and charges for Facility services that include (i) an operations and maintenance component sufficient to provide for Maintenance and Operation Expenses, and (ii) a component sufficient to provide for payment of the principal of and interest on the Parity Bonds as the same shall become due together with amounts necessary to provide for the Coverage Requirement. Subject to the lien of the Senior Lien Bonds, the City will apply amounts received from the capital

of the Facility, sufficient to pay the principal of and interest on such Future Parity Bonds, which such payments may rank equally out of the Net Revenue of the Facility if the City complies with the following conditions:

(i) The ordinance providing for the issuance of such Future Parity Bonds shall provide for the payment of the principal thereof and interest thereon out of the Bond Fund and further shall provide for the payment of the Reserve Requirement for those Future Parity Bonds into the Reserve Account in the Bond Fund within five years from the date of issue of such Future Parity Bonds, from the Gross Revenue of the Facility in five approximately equal annual payments.

(ii) There shall be on file a certificate from a licensed professional engineer independent certified public accountant or independent consultant, experienced in utility rates and charges showing that in his or her professional opinion, the annual Net Revenue of the Facility will provide amounts annually at least equal to 1.1 times the portion of the Annual Debt Service payable from such sources.

Such annual Gross Revenue of the Facility available for revenue bond debt service shall be determined by using the following data and adjustments:

(1) The historical Gross Revenue of the Facility for any 12 consecutive months out of the 24 months immediately preceding the month of delivery of such additional bonds to the purchaser thereof.

(2) The Gross Revenue of the Facility may be adjusted for obligations under signed contracts between the City and industrial users of the Facility.

In the case of refunding bonds, no engineer's certificate shall be required if the Annual Debt Service for the proposed refunding bonds is not increased in excess of \$5,000 for any year over the Annual Debt Service for the bonds being refunded.

Nothing contained in this ordinance shall prevent the City from issuing Senior Lien Bonds, or issuing other revenue bonds or warrants which are a charge upon the Gross Revenue of the Facility subordinate or inferior to the payments required to be made therefrom into the Bond Fund or from pledging the payment of utility local improvement district assessments into the bond redemption fund created for the payment of the principal of and interest on such subordinate lien bonds as long as such utility local improvement district assessments are levied for improvements constructed from the proceeds of such subordinate lien bonds.

Section 13. Form and Execution of Bonds. The Bonds shall be prepared in a form consistent with the provisions of this ordinance and state law and shall be signed by the Mayor and City Clerk-Treasurer, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon.

Section 15. Refunding of the Refunded Bonds.

(a) Appointment of Refunding Trustee. The Bank of New York Mellon of New York, New York, is appointed Refunding Trustee.

(b) Use of Bond Proceeds. All of the proceeds of the sale of the Bonds, together with other money legally available and to be used therefore, shall be deposited immediately upon the receipt thereof with the Refunding Trustee and used to discharge the obligations of the City relating to the Refunded Bonds by providing for the payment of the amounts required to be paid by the Refunding Plan. Bond Proceeds or other money deposited with the Refunding Trustee not needed to carry out the Refunding Plan shall be returned to the City at the time of the delivery of the Bonds to the initial purchaser thereof and deposited in the Principal and Interest account to pay interest on the Bonds on the first interest payment date.

(c) Administration of Refunding Plan. The Refunding Trustee is authorized and directed to make the payments required by the Refunding Plan from the money deposited with the Refunding Trustee pursuant to this ordinance. All money deposited with the Refunding Trustee and any income therefrom shall be held irrevocably, uninvested and applied in accordance with the provisions of Ordinance No. 965, this ordinance, chapter 39.53 RCW and other applicable statutes of the State of Washington and the Refunding Trust Agreement. All necessary and proper fees, compensation, and expenses of the Refunding Trustee for the Bonds and all other costs incidental to the setting up of the escrow to accomplish the refunding of the Refunded Bonds and costs related to the issuance and delivery of the Bonds, including bond printing, bond counsel's fees, and other related expenses, shall be paid out of the proceeds of the Bonds.

(d) Authorization for Refunding Trust Agreement. To carry out the Refunding Plan provided for by this ordinance, the City Clerk-Treasurer or Mayor of the City is authorized and directed to execute and deliver to the Refunding Trustee a Refunding Trust Agreement substantially in the form on file with the City Clerk-Treasurer and by this reference made a part hereof setting forth the duties, obligations and responsibilities of the Refunding Trustee in connection with the payment, redemption, and retirement of the Refunded Bonds as provided herein and stating that the provisions for payment of the fees, compensation, and expenses of such Refunding Trustee set forth therein are satisfactory to it. Prior to executing the Refunding Trust Agreement, the City Clerk-Treasurer or Mayor of the City is authorized to make such changes therein that do not change the substance and purpose thereof or that assure that the escrow provided therein and the Bonds are in compliance with the requirements of federal law governing the exclusion of interest on the Bonds from gross income for federal income tax purposes.

shall have the right to receive payment of the principal of and interest on the defeased Bonds from the trust account. The City shall include in the refunding or defeasance plan such provisions as the City deems necessary for the random selection of any defeased Bonds that constitute less than all of a particular maturity of the Bonds, for notice of the defeasance to be given to the owners of the defeased Bonds and to such other persons as the City shall determine, and for any required replacement of Bond certificates for defeased Bonds. The defeased Bonds shall be deemed no longer outstanding, and the City may apply any money in any other fund or account established for the payment or redemption of the defeased Bonds to any lawful purposes as it shall determine.

If the Bonds are registered in the name of DTC or its nominee, notice of any defeasance of Bonds shall be given to DTC in the manner prescribed in the Letter of Representations for notices of redemption of Bonds.

Section 20. Deposit of Funds. The accrued interest on the Bonds, if any, received from the sale and delivery of the Bonds shall be paid into the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds on their first interest payment date. The principal proceeds of the Bonds shall be deposited with the Refunding Trustee to carry out the Refunding Plan.

Section 21. Approval of Placement Agent Contract. Martin Nelson & Co., Inc. of Seattle, Washington, has presented the Placement Agent Contract to the City offering to place the Bonds with purchasers under the terms and conditions provided in the Placement Agent Contract, including payment of commitment fees or reimbursement of legal fees required by such purchaser, which written Placement Agent Contract is on file with the City Clerk-Treasurer and is incorporated herein by this reference. The City Council finds that entering into the Placement Agent Contract is in the City's best interest and therefore accepts the offer contained therein and authorizes its execution by City officials.

For each investor initially purchasing Bonds, there shall be filed with the City a signed accredited investor letter in substantially the form attached hereto as Exhibit A and incorporated herein.

The Bonds will be printed at City expense and will be delivered to the purchaser in accordance with the Placement Agent Contract, with the approving legal opinion of Foster Pepper PLLC, municipal bond counsel of Seattle, Washington, regarding the Bonds.

The proper City officials are authorized and directed to do everything necessary for the prompt delivery of the Bonds to the purchaser and for the proper application and use of the proceeds of the sale thereof.

Section 22. Preliminary Private Placement Memorandum Deemed Final. The City Council has been provided with copies of a preliminary private placement memorandum dated July 1, 2011 (the "Preliminary Private Placement Memorandum"), prepared in connection with the sale of the Bonds. For the sole purpose of the Bond purchaser's compliance with Securities and Exchange Commission Rule 15c2-12(b)(1), the City "deems final" that Preliminary Private Placement Memorandum as of its date, except for the omission of information as to offering

EXHIBIT A

FORM OF ACCREDITED INVESTOR LETTER

City of Cashmere
Cashmere, Washington

Re: Accredited Investment Letter for the [\$3,795,000,] City of Cashmere,
Washington, Junior Lien Wastewater Pretreatment Revenue Refunding Bonds,
2011 (the "Bonds")

Ladies and Gentlemen:

The undersigned hereby acknowledges that it has purchased the Bonds issued by the City of Cashmere, Washington, a Washington municipal corporation (the "City") for the refinancing of the City's Junior Lien Wastewater Pretreatment Revenue Bonds, 2000 (the "2000 Bonds").

The undersigned is aware that the Bonds are not being registered under the Securities Act of 1933 (the "Securities Act") or any state securities laws, pursuant to the exemption for municipal securities.

The undersigned hereby represents and warrants that: (1) it has received and read the Private Placement Memorandum of the City dated May 17, 2011 relating to the Bonds and the Private Placement Memorandum and has been furnished with all other information the undersigned deemed necessary to evaluate the merits and risks of the Bonds; (2) it has had the opportunity to ask questions and receive answers concerning the information received about the Bonds; (3) it has been given the opportunity to obtain any additional information necessary to verify the accuracy of any information obtained concerning the Bonds; and (4) no written or oral representations, express or implied, have been made to the undersigned by any person concerning the Bonds other than those set forth in the Private Placement Memorandum.

As a sophisticated investor, the undersigned has made our credit decision to purchase Bonds based upon our own inquiry and analysis. It has relied on its own investigation in deciding to purchase bonds. The undersigned is able to bear the economic risk of its investment in Bonds, including the risk that amounts required to be paid by the Issuer may not be sufficient to pay principal of and interest on the Bonds.

CERTIFICATION

I, the undersigned, City Clerk-Treasurer of the City of Cashmere, Washington (the "City"), hereby certify as follows:

1. The attached copy of Ordinance No. 1189 (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on June 13, 2011, as that ordinance appears on the minute book of the City; and the Ordinance will be in full force and effect five days after publication in the City's official newspaper; and

2. A quorum of the members of the City Council was present throughout the meeting and a majority of those members present voted in the proper manner for the passage of the Ordinance.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2011.

CITY OF CASHMERE, WASHINGTON

Kay Jones, City Clerk-Treasurer

Staff Summary

Date: June 13, 2011
To: Cashmere City Council
Mayor Irle
From: Mark Botello
RE: DNR Aquatic Lands Permit for Cottage Ave Bridge

Please see Department of Natural Resources Aquatic Lands Easement for the Cottage Ave Bridge. Staff will go over this in more detail at the Council meeting. We also have utility attached underneath the bridge (Water & sewer). This easement addresses bridge and utilities.

RECOMMENDATIONS:

Authorize Mayor to sign DNR aquatic lands easement for Cottage Ave Bridge.

Mark Botello

From: Paula H. Cox [Paulah.Cox@CO.CHELAN.WA.US]
Sent: Tuesday, May 10, 2011 2:48 PM
To: Mark Botello
Subject: Cotlets Way Bridge

Mark:

The area surrounding the bridge has been annexed by the City of Cashmere. The bridge inventory records also indicate that the bridge is owned by the City of Cashmere. Please let me know if you still have a question regarding the ownership of the structure.

Thanks,
Paula

Paula H. Cox, P.E.
Chelan County Public Works
Main 509.667.6415 | Direct 509.667.6298 | E-mail paulah.cox@co.chelan.wa.us

_____ Information from ESET NOD32 Antivirus, version of virus signature database 6110 (20110510)

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>



May 17, 2011

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

SUBJECT: Easement Agreement No. 51-085289

Dear Mayor Irle:

I have enclosed two (2) identical originals of Easement Agreement No. 51-085289 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.

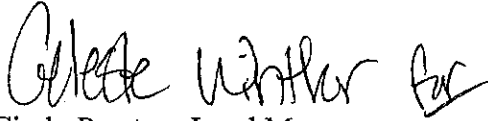
Approximately sixty (60) days after completion of your Agreement, you will receive a bill for administrative costs per RCW 79.110.120.

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
May 17, 2011
Page 2 of 2

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

Sincerely,

A handwritten signature in black ink, appearing to read "Cindy Preston". The signature is written in a cursive, flowing style.

Cindy Preston, Land Manager
Aquatic Resources Division/Rivers District

Enclosure (2)

cc: District File No. 51-085289
TRO File No. 51-085289

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. 51-085289

Grantor: Washington State Department of Natural Resources
Grantee(s): City of Cashmere
Legal Description: Section 4, Township 23 North, Range 19 Ease, 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: Parcel number 231904141000

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 Cottage Avenue City Bridge on the 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, maintaining, and updating the existing Cottage Avenue City Bridge, 12-inch diameter city water line and 8-inch diameter wastewater line both attached to the underside of the bridge (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 79.110.120. 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 48.80 feet in width and 400 feet in length is located one (1) Cottage Avenue City Bridge with associated concrete support structures and (1) 12-inch diameter city water line and (1) 8-inch diameter wastewater line both attached to the underside of the bridge. 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 ALLOCATION

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.

- (d) Business Auto Policy Insurance.
 - (1) Grantee shall maintain business auto liability insurance and, if necessary, commercial umbrella liability insurance with a limit not less than One Million Dollars (\$1,000,000) per accident. Such insurance must cover liability arising out of "Any Auto."
 - (2) Business auto coverage must be written on ISO Form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy must be endorsed to provide contractual liability coverages and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

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.

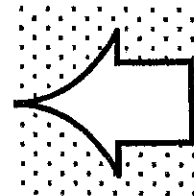
16.12 Modification. No modification of this Easement is effective unless in writing and signed by the Parties. Oral representations or statements do not bind either Party.

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. 2329664
Book 55, Page 81
September 14, 2010

EXHIBIT B
Plan of Operations and Maintenance

1. DESCRIPTION OF PERMITTED USE

- A. Existing Facilities.** One Cottage Avenue City Bridge of 48.80 feet width and 400 feet length with associated supporting structures. A 12- inch diameter city water line and an 8-inch diameter city wastewater line both attached to the south underside of the bridge. The existing bridge and pipe lines were constructed in 1983.
- B. Proposed Facilities.** Grantee proposes no new facilities.

2. ADDITIONAL OBLIGATIONS

No additional obligations.

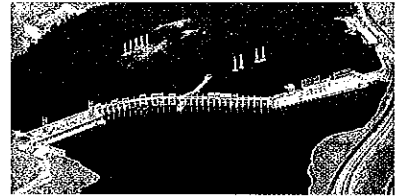
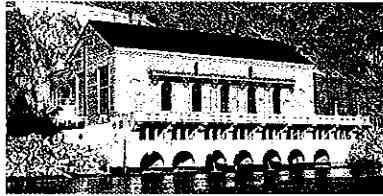
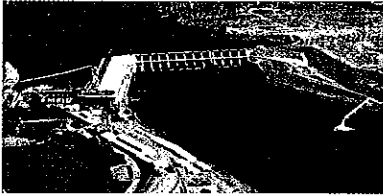
Staff Summary

Date: June 13, 2011
To: Cashmere City Council
Mayor Irle
From: Mark Botello
RE: PUD Easement for utility at Simpson Park

Please see Chelan County PUD easement forms for utility work at Simpson Park. The PUD will removed existing poles and overhead and replace with junction box and underground. Currently we have utility pools located in the middle of the parking lot (see picture).

RECOMMENDATIONS:

Authorize Mayor to sign Chelan County PUD easement.



PUBLIC UTILITY DISTRICT NO. 1 of CHELAN COUNTY

P.O. Box 1231, Wenatchee, WA 98807-1231 • 327 N. Wenatchee Ave., Wenatchee, WA 98801
(509) 663-8121 • Toll free 1-888-663-8121 • www.chelanpud.org

May 23, 2011

City of Cashmere
Attn: Mark Botelo
101 Woodring
Cashmere, WA 98815

To Whom It May Concern:

Enclosed is the Chelan County PUD's standard easement for underground/overhead utilities which is required in providing service to your property. After you have reviewed the easement, please sign the original, have your signature(s) notarized, and return it in the envelope that is provided. If you do not have access to a notary, please contact me and I can make arrangements to notarize this for you.

The extra set of copies is for your records. The signed original will be recorded with the Chelan County Auditor's Office.

Each of the individuals executing this easement on behalf of CITY OF CASHMERE warrant that they are an authorized signatory of the entity for which they are signing, and have sufficient corporate authority to execute this easement.

Your prompt attention to this matter is appreciated. If you have any questions, please feel free to contact me.

Sincerely,

REAL ESTATE SERVICES

Becky Jaspers
Real Estate Specialist

Enclosures

MARK -
THIS IS FOR THE
REBUILD THAT DARREN WURL
HAS SPOKEN WITH YOU
ABOUT AT THE CASHMERE
PARK. B

 CC.Y

Filed for and Return to:
PUD No. 1 of Chelan County
PO Box 1231
Wenatchee, WA 98807-1231

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

Grantor(s): City of Cashmere

Grantee(s): Public Utility District No. 1 of Chelan County

Abbreviated Legal Description: Part of SE ¼ of Sec 05, Twn 23 N, Rng 19, EWM. Additional legal on Pages 1 and 2.

Assessor's Parcel Number(s): 23 19 05 520 220

EASEMENT

OVERHEAD AND/OR UNDERGROUND UTILITY

THIS EASEMENT, made this ____ day of _____, 2011, between CITY OF CASHMERE, Record Owner(s), hereinafter called the "Grantor(s)," and PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, a municipal corporation, hereinafter called the "Grantee,"

WITNESSETH:

In exchange for utility services and/or other valuable consideration, receipt of which is hereby acknowledged, the Grantor(s) hereby bargain(s), sell(s) and convey(s) to the Grantee, its successors and assigns, a perpetual easement for Grantee's, and/or Grantee's licensee's or permittee's, electrical and telecommunications utility infrastructure ("the Utility Infrastructure"), which includes, but is not limited to, electrical lines, communication lines, conduits, cables, manholes, vaults, semi-buried or ground-mounted facilities such as pads and transformers, wooden or steel poles or structures, braces, guys and anchors, and other necessary or convenient facilities, across, along, in, upon and under the property situated in Chelan County, State of Washington, more particularly described as follows:

All that part of Lot 1, plat of Cashmere park, in Section 5, Township 23 North, Range 19, E.W.M., lying east of the following described line,

Beginning at the quarter section corner on the east side of Section 5, Township 23 North, Range 19, E.W.M., and running thence west along the east and west center line of said Section 5 a distance of 240.5 feet to the initial point and place of beginning;

Thence Turning an angle of 94°14' to the left and running a distance of 197.8 feet;
Thence turning an angle of 47°05' to the right and running a distance of 89.3 feet;
Thence turning an angle of 46°39' to the left and running a distance of 395.4 feet, more or less, to the south boundary line of said lot 1, plat of Cashmere Park;

Except that portion lying with Pioneer Avenue.

Said easement is described as a ten foot (10') strip of land, with the right to extend guys and anchors beyond the limit of said ten foot (10') strip, on the above described property specifically located as the Utility Infrastructure is actually installed and approximately as illustrated in Exhibit A (attached).

Hereafter, Grantee may place or construct any Utility Infrastructure within the Easement, to the extent necessary for Grantee, its successors and assigns, to comply with all applicable statutes, orders, rules and regulations of any public authority having jurisdiction, along with the perpetual right, privilege and authority to use the Easement to construct, erect, alter, expand, improve, repair, operate and maintain all overhead and/or underground Utility Infrastructure and with the right to permit the installation, operation, improvement, repair and maintenance of overhead and/or underground facilities and equipment of any other organization.

SUBJECT TO THE FOLLOWING:

1. Grantee shall have the right of access across the Grantor's property and adjacent lands of the Grantor for the purpose of constructing, reconstructing, maintaining, repairing, renewing, altering, changing, patrolling and operating the Utility Infrastructure including but not limited to: poles, wires, fiber optic cables, other telecommunications devices, and appurtenances thereto, and underground cables, vaults and manholes, and the right at any time to remove the Utility Infrastructure from said property.

2. The Grantee, its successors and assigns, shall have the right to clear the Easement and keep the same clear of brush, trees, timber, structures, and all fire hazards. The Grantor its successors, assigns or licensees, shall not place, construct or maintain any building or other structure within the boundary limits of the Easement as now exists, nor shall the Grantor place any fill material or other substances upon the surface of the land within the boundary limits of the Easement which in any manner interferes with the use, maintenance and/or operation of the Utility Infrastructure or obstructs or impedes the Grantee's right of access to the Utility Infrastructure including, without limitation, the Grantee's right of access for purposes of improvement, repair and/or maintenance of the Utility Infrastructure. The Grantor shall not dig, tunnel, or do any other act, or permit any other act, within the Easement which will disturb the compaction or unearth the lines, cables, facilities or equipment thereon or therein, or in any other way remove, threaten, or endanger the lateral support to the Easement or Utility Infrastructure located therein; nor shall the Grantor, its successors, assigns or licensees do any blasting or discharge any explosives within a distance of 300 feet of the Easement without giving reasonable notice in writing to the Grantee, its successors or assigns, of intention to do so.

3. Grantor, its heirs, executors, administrators, successors and assigns, covenant that no structure will be erected or permitted within the Easement that would, in the opinion of the Grantee, interfere with or endanger the unrestricted exercise of the rights and privileges herein granted and that no

County of _____)

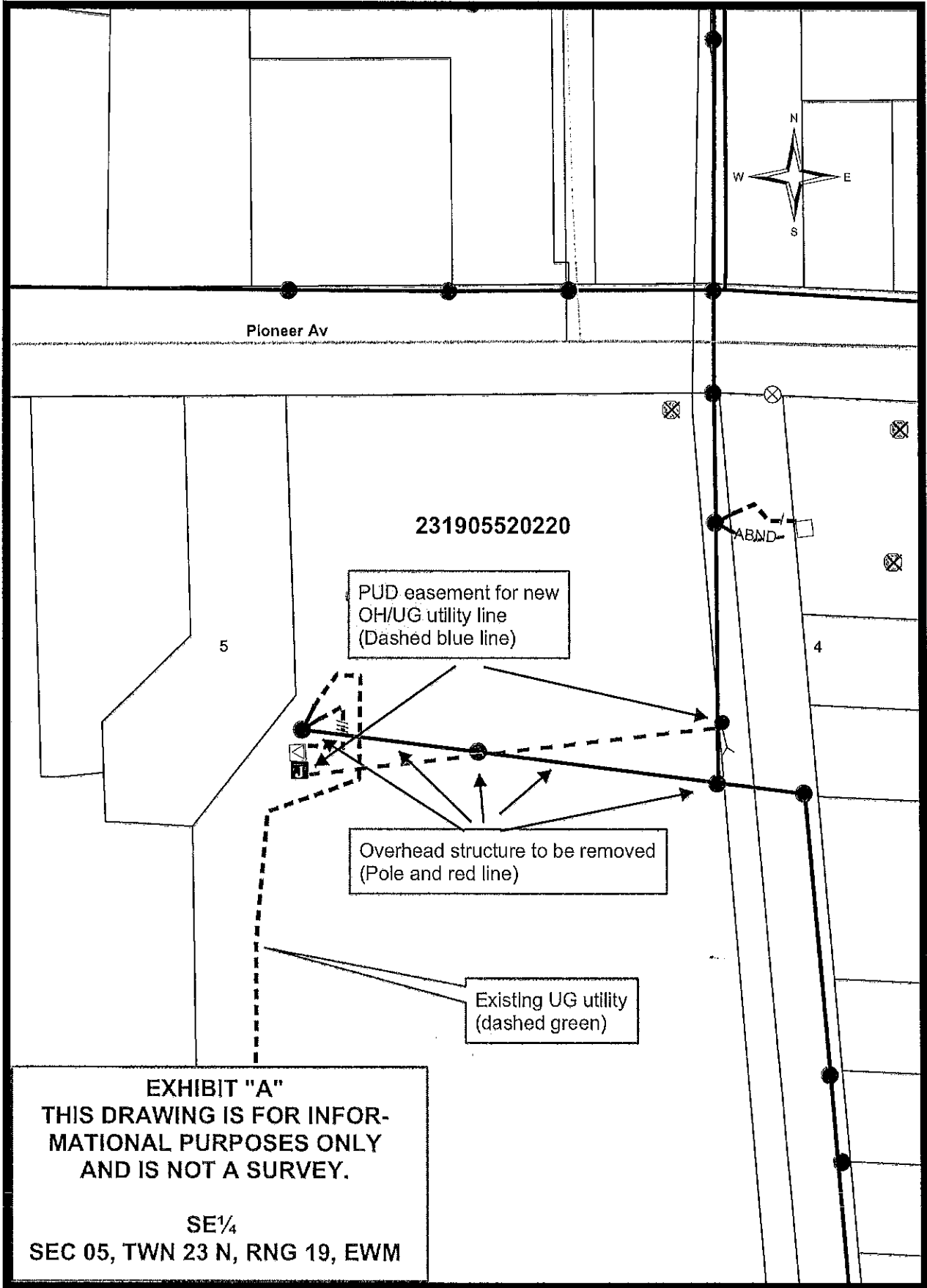
I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of CITY OF CASHMERE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

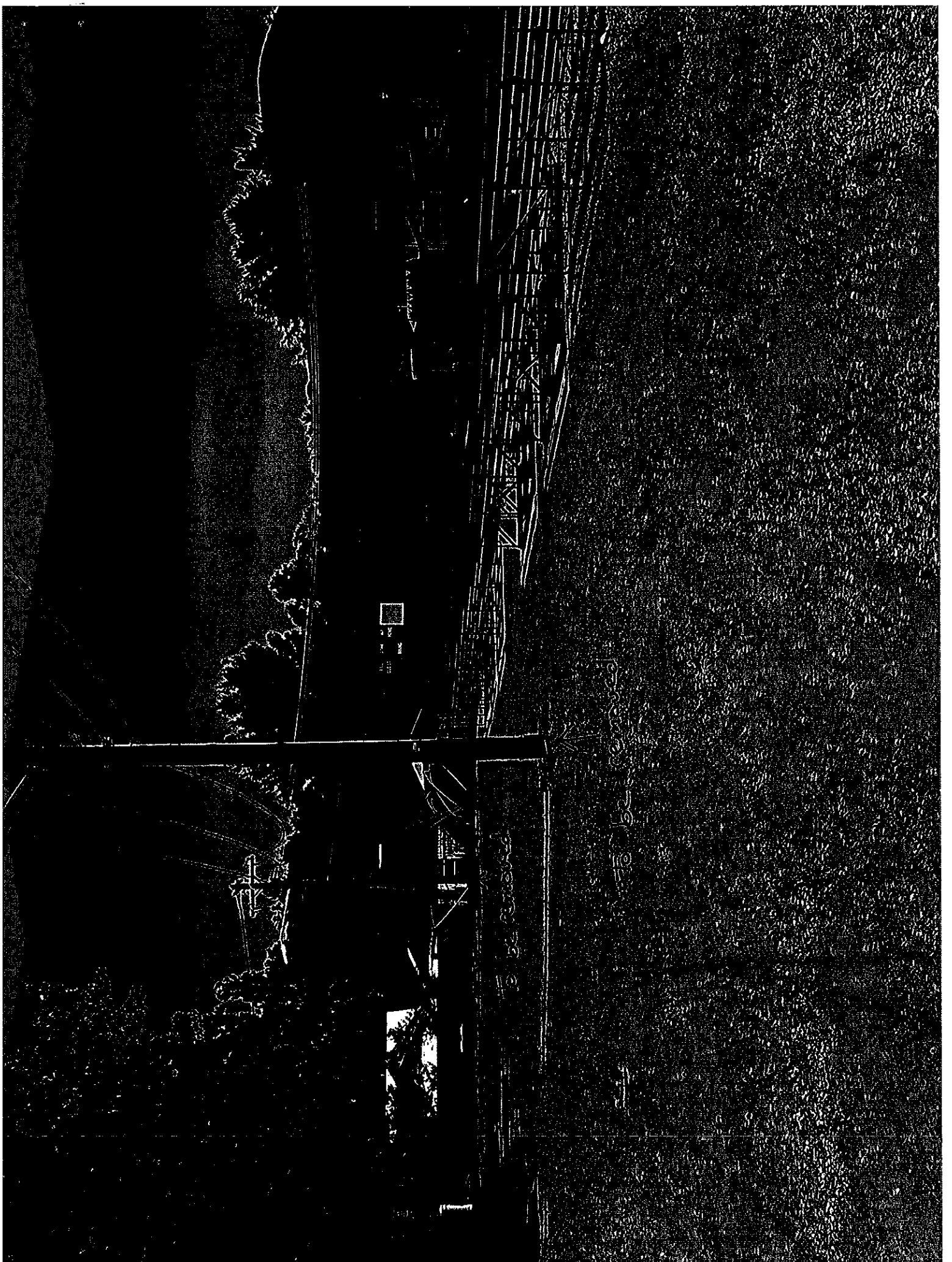
DATED this _____ day of _____, 2011

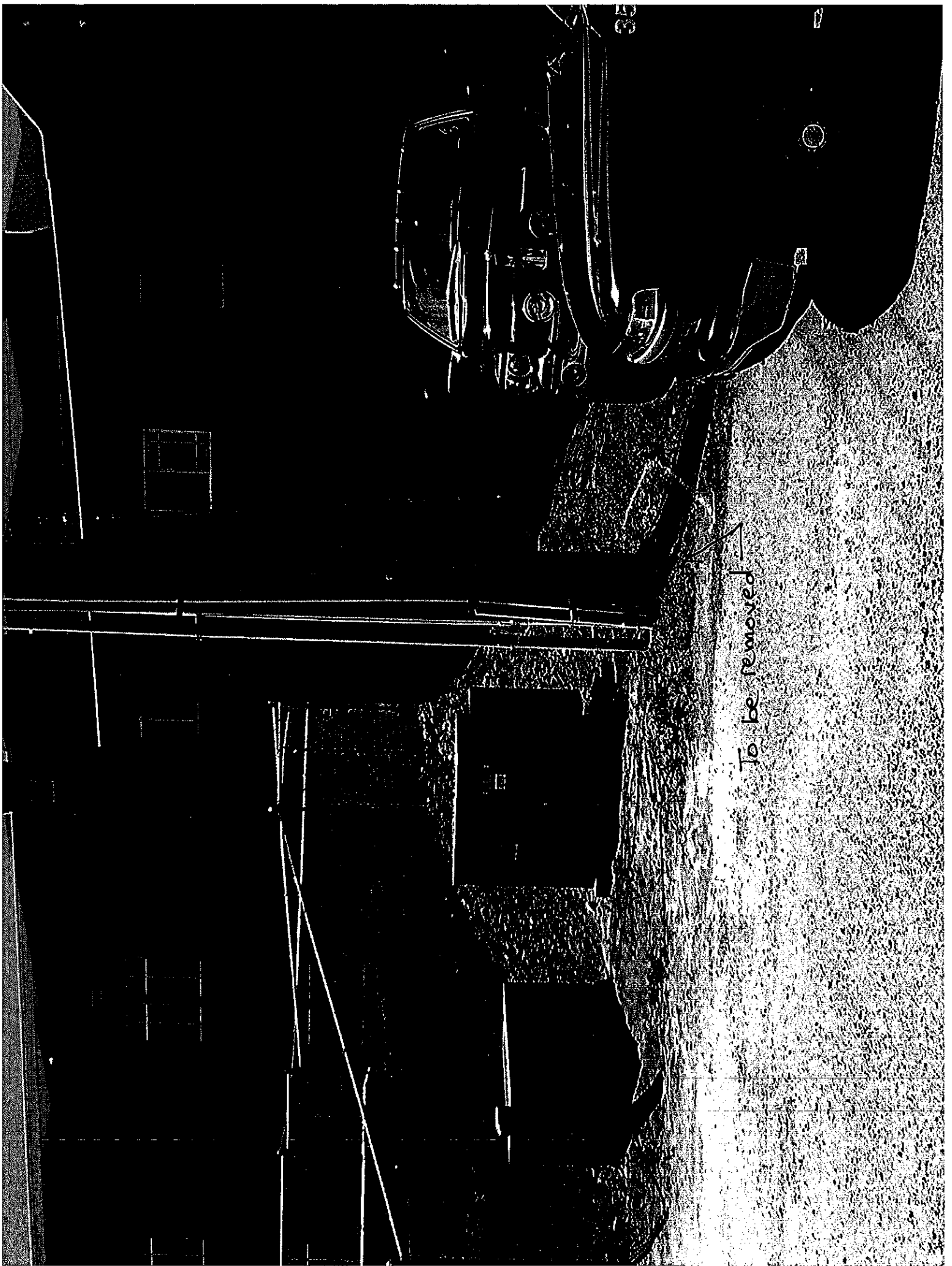
Signature: _____

_____, Notary Public

My appointment expires: _____







To be removed

INTERAGENCY AGREEMENT
EMERGENCY MEDICAL AID SERVICES

11 May 2011

This agreement, Made and entered into by and between the CITY OF CASHMERE, a municipal corporation of the State of Washington, hereinafter referred to as "City" and CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 6, a municipal corporation of the State of Washington herein after referred to as "District".

WHEREAS; The City is authorized by state law, Chapter 35.21.RCW, to provide services for emergency medical aid, and;

WHEREAS; The District is authorized by state law Chapter 52.12. RCW to provide emergency services to all of its jurisdiction for emergency medical aid, and;

WHEREAS; Beginning in 1991 the District has contracted with the City to obtain services for emergency medical aid in that portion of the District described in Exhibit "B" and herein referred to as the "Cashmere Medical Aid Area", and;

WHEREAS; The geographic location of Cashmere's existing fire station makes it logical, efficient, and effective for the City to provide emergency medical services to the "Cashmere Medical Aid Area" of the District, and;

WHEREAS; It is in the best interest of the City and District to establish an Interagency Agreement to continue mutually beneficial and effective service that protects and serves people and property within the respective jurisdictions, and;

NOW, THEREFORE, the City and District desires to enter into this agreement to establish a regional emergency medical service as follows:

1. **Service Provided.** The City shall provide the following services to that portion of the District as defined by Exhibit "B" to this agreement and hereinafter referred to as the "Cashmere Medical Aid Area":
 - a. A corps of volunteers trained in emergency medical skills as necessary to provide first response emergency medical aid to all areas within the "Cashmere Medical Aid Area" herein after called "emergency services." Emergency services shall be provided at the highest level of service at which trained volunteers are capable of providing. The parties recognize that the officer in command at the emergency shall determine how to best use all available personnel to control the emergency. The City Fire Chief shall make reasonable efforts to assure that the number of volunteers

responding to an emergency is sufficient to resolve that specific emergency, assure the safety of all volunteers and the public.

- b. In the event of multiple emergency calls whereby the facilities, volunteers and resources of the City or District cannot provide equal protection, the officers and agents in command at the time shall have the discretion as to prioritize handling of such calls, until such time as additional medical aid assistance from other resources can arrive.

2. Payment. The District shall make payment as follows:

- a. The District shall pay the City \$5,000 per year for emergency medical services in the "Cashmere Medical Aid Area" including:
 - i. Training and support of emergency medical volunteers at the Cashmere fire station.
 - ii. Communications, uniforms, personal injury insurance, labor & industries workers compensation insurance, supplies, training, building maintenance and utilities, administration, clerical, and any incidentals necessary to support emergency medical service.
 - iii. Providing, maintaining and operating an emergency medical aid vehicle to answer emergency medical calls in the service area.
- b. The District shall make payment to the city on a semi annual basis to be paid on the first business day of May and November.
- c. Prior to renewal of this agreement the amount paid by the District to the City shall be adjusted to reflect any changes in desired level of service or changes in cost to either District or City.

- 3. Records and Reports.** All pertinent records, with respect to matters covered by this agreement, shall be available to the District for their inspection and review. Records and reports of operations shall be kept by the City's Fire Chief and shall identify all training provided and which volunteers participated, number, type, duration and location of emergency calls, equipment responding, volunteers responding and brief description of the nature of the emergency and actions taken to resolve the situation.

4. **Command Structure.** To ensure coordination of emergency services the City's Fire Chief or designated officer shall be in command of all emergency responses within the "Cashmere Medical Aid Area".

5. **Acquisition of Capital Equipment.** When the City or District determines the need to replace or acquire additional capital equipment they shall consult with the other to identify any common equipment needs. As appropriate the City and District may share the cost of new equipment in proportion to the benefits that each may receive by having that equipment available. Any such prorating shall be on a case-by-case basis and by separate Agreement.

6. **Liability and Limitations.** The District shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the District, its officers, employees and agents in performing this agreement. The City shall protect, defend and save harmless the District, its officers, employees and agents from any and all costs, claims judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, employees and agents in performing this Agreement.

7. **Term.** This agreement is for a ten (10) year term starting January 1, 2011 and ending on December 31, 2020 inclusive, unless earlier terminated. Termination of this agreement may be at any time upon such terms and conditions as the parties may agree. Either party may unilaterally terminate this Agreement without cause by giving written notice to the other at least six months prior to the date of termination.

INTERAGENCY AGREEMENT
EMERGENCY MEDICAL AID SERVICES

11 May 2011

Executed this ____ day of _____, 2011.

City of Cashmere

BY: _____

Gordon K. Irle, Mayor

ATTEST: _____

, Clerk Treasurer

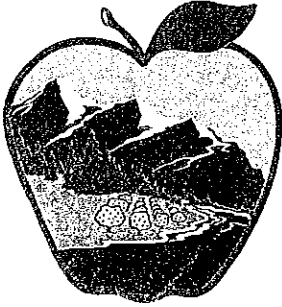
Chelan County Fire Protection District No. 6

Commissioner

Commissioner

Commissioner

Attachment: Fire District #6 / "Cashmere Medical Aid Area" map, entitled Exhibit "B"



CHELAN COUNTY

DEPARTMENT OF PUBLIC WORKS
316 WASHINGTON STREET
SUITE 402
WENATCHEE, WASHINGTON 98801
TELEPHONE 509/667-6415

JOLENE GOSSELIN-CAMPBELL, P.E.
DIRECTOR/COUNTY ENGINEER

June 1, 2011

Bob Schmidt
City of Cashmere
101 Woodring Street
Cashmere, WA 98815

Re: Cashmere's glass crusher

Dear Mr. Schmidt;

The Solid Waste Advisory Committee is interested in using the glass crusher located at your Recycling facility. I understand that the City is not utilizing it, and rather than it sit idle, we would like to move it to the City of Chelan.

The glass crusher and various other recycling infrastructure was purchased with the Solid Waste funds and a DOE Coordinated Prevention Grant. Unless the City is investigating other markets for glass or outlets where you could resume glass recycling and crushing in the near future, I ask that you consider the use of it in Chelan.

Please contact me at your earliest convenience at 667-6415.

Sincerely,

Brenda Harn
Solid Waste Coordinator

pc: Jolene Gosselin-Campbell, County Engineer/Director
Gordon Irl, Mayor City of Cashmere
Mark Botello, Director of Planning/Building, City of Cashmere
Skip Moore, Cashmere City Council member



City of Cashmere

101 Woodring Street
Cashmere, WA 98815

Ph (509) 782-3513 Fax (509) 782-2840
Website www.cityofcashmere.org

F.Y.I.

IN THE MATTER OF)	FINDINGS OF FACT,
)	CONCLUSIONS OF LAW,
V 2011-01)	DECISION AND
Robertson Ranch)	CONDITIONS OF APPROVAL

THIS MATTER having come on for hearing in front of the City of Cashmere Hearing Examiner on April 21, 2011, the Hearing Examiner having taken evidence hereby submits the following Findings of Fact, Conclusions of Law, Decision and Conditions of Approval as follows:

I. FINDINGS OF FACT

1. An application submitted by Robertson Ranch, owners, for a variance permit to Section 17.20.030 (D) (2) (a) 'Development Standards' requirements from Cashmere Municipal Code.
2. A public hearing was held upon legal notice on April 21, 2011 at 9:00 a.m. by the City of Cashmere Hearing Examiner at City Hall, 101 Woodring Street, Cashmere, WA 98815.
3. Public testimony was given and included:
 - 3.1 Wendy Cowell testified that she was an agent authorized to appear and speak on behalf of the applicant. She testified that the lot size restricts development. They will be removing a 1965 single-wide mobile home that is in deteriorating condition. She testified that all of the proposed conditions of approval were acceptable. She testified that without this variance, a structure limited to 5 feet in width would be all that they could build. She testified that the new structure will be a single-family residence. She stated that the maximum size of the new residence would be 1,190 square feet.
 - 3.2 No member of the public testified in favor of the project.

4. The application materials were accepted as “technically complete” by the City of Cashmere on March 14, 2011. A letter of complete application was issued on March 15, 2011.
5. The subject property is located at 711 Yakima Street, Cashmere, WA., within Section 05, Township 23 North, Range 19 E.W.M.
6. The property that is the subject of this action is identified as Chelan County Assessor’s Parcel number 23-19-05-520-125 and the taxpayer and fee owner of record Robertson Ranch, c/o James Robertson.
7. The subject property is within the Single-Family (SF) zoning district, and within the Comprehensive Plan Land Use Designation of Single-Family (SF).
8. The proposed non-project variance is exempted from SEPA under WAC 197-11-800 (6-b) Categorical exemptions - minor land use decisions. The proposed non-project is exempted from SEPA under WAC 197-11-800 (1-b-i) Categorical exemptions - minor new construction-the construction or location of any residential structures of four dwelling units (or less).
9. Chapter 17.68 of Cashmere Municipal Code provides review criteria and performance standards for variances. The applicant has the burden of proof that the proposal meets the criteria set forth in the chapter. A variance may be approved only if all of the review criteria within Cashmere City Code has been addressed:
 - a. The difficulty applies to the particular land or building regardless of the owner;
 - 1) This element is satisfied because the hardship is the size of the lot which will remain the same regardless of who the owner of the property is.
 - b. The request for variance is not the result of an illegal act on the part of the applicant;
 - 1) The applicant is not taking any illegal action that would require the need for this variance.
 - c. The plight of the owner is due to unique circumstances such as lot size or shape, topography and size of buildings, which are not the general condition of the surrounding area;
 - 1) The hardship is due to the lot size. It is a 50x100 foot lot. It has two front yard setbacks to contend with. This variance, reducing the setback on the Yakima Street frontage, is necessary in order to reasonably use the property to construct a modest single-family residence.

new "stick built" home requires a variance in the nature of that which is being requested.

10. According to the Assessor's records the current parcel size of the subject property is approximately .14 of an acre.
11. A Notice of Application was posted (on site and at City Hall) on March 16, 2011.
12. A Notice of Public Hearing was, mailed to property owners/agencies/taxpayers within 350 feet of the property and published in the newspaper of record ten days prior to hearing.
13. According to the Cashmere Shoreline Master Program the subject site is not located within Shoreline Jurisdictions.
14. According to the Department of Natural Resources Web site, the subject site contains no typed streams, or associated riparian buffers.
15. According to FEMA maps the subject site is not identified within 500 and 100-year flood plain or floodway associated with the subject site.
16. According to the National Wetlands Inventory map prepared by the US Department of Interior Fish and Wildlife Services maps no wetlands are associated with the subject site.
17. According to the Washington State Department of Fish and Wildlife critical areas map, the subject site is not located within an area identified as having fish and wildlife conservation areas.
18. No known Cultural Resources have been identified on the site. In the event that cultural materials are encountered, work will be halted and the Office of Archaeological and Historic Services will be notified.
19. According to Cashmere contours maps Geologically Hazardous Areas the subject site is not located within steep slopes (30-degrees or greater) or soils susceptible to erosion.
20. Any Conclusion of Law that is more correctly a Finding of Fact is incorporated herein as such by this reference.

II. CONCLUSIONS OF LAW

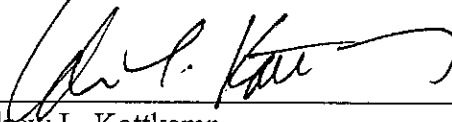
1. Referral agency comments were received and incorporated into the conditions of approval in regard to this proposal.

immediately notify the Confederated Tribes of the Colville Reservation and the Washington State Office of Archaeology and Historic Preservation.

8. The front yard setback shall be reduced 25 feet to 15 feet on the side adjacent to Yakima Street.
9. The front yard setback shall be determined from front property line.

Dated this 21st day of April, 2011.

CITY OF CASHMERE HEARING EXAMINER



Andrew L. Kottkamp

ANYONE AGGRIEVED BY THIS DECISION HAS TWENTY-ONE (21) DAYS FROM THE ISSUANCE OF THIS DECISION TO FILE AN APPEAL WITH THE CHELAN COUNTY SUPERIOR COURT AS PROVIDED FOR UNDER THE REVISED CODE OF WASHINGTON AND THE CASHMERE CITY CODE, PROVIDED THAT NO FINAL DECISION OF THE HEARING EXAMINER MAY BE APPEALED TO CHELAN COUNTY SUPERIOR COURT UNLESS SUCH PARTY HAS FIRST BROUGHT A TIMELY MOTION FOR RECONSIDERATION OF THE HEARING EXAMINER'S DECISION PURSUANT TO CASHMERE MUNICIPAL CODE 14.11.060.

CASHMERE HEARING EXAMINER

VISITOR SIGN-IN SHEET

April 21, 2011

<u>Printed Name</u>	<u>Address</u>	<u>Phone</u>
1 Lynne Terrell	324 Peshastin St.	782-1756
2 Tim N. Terrell	324 Peshastin St	782-1736
3 Ken Scammatow	309 Peshastin St.	782-2148
4 John Perry	105 Riverfront Dr	Yes
5 James Robertson	Box 264 Cash	679-9248
6 Wendy Cowell	PO Box 264 Cashmere	679-9248
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