



City of Cashmere

101 Woodring Street
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CASHMERE CITY COUNCIL MEETING
MONDAY, FEBRUARY 27, 2012 7:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSE ABSENCE

ANNOUNCEMENTS & INFORMATION

- WCIA Council Do's and Don'ts Training on March 26th at 6:00 p.m.

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of February 13, 2012 Special Study Session Meeting
2. Minutes of February 13, 2012 Regular City Council Meeting
3. Payroll and Claims Packet Dated February 27, 2012

BUSINESS ITEMS

4. Selection of Engineer for the Tigner Road project
5. Request from Community Coffee House for \$1,000 lodging tax funds
6. Rafters Agreement for 2012

PROGRESS REPORTS

- Progress report provided in council packet

ADJOURNMENT

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

**CITY OF CASHMERE
MINUTES OF REGULAR STUDY SESSION
MONDAY, FEBRUARY 13, 2012 AT CASHMERE CITY HALL**

OPENING

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

ATTENDANCE

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

PROPOSED PFD AGREEMENT

Mayor Gomes presented the First Amendment to the Interlocal Agreement regarding the Greater Wenatchee Regional Events Center Public Facilities District. The Mayor read each of the thirteen bullet points on the intent sheet and discussed them with the council. A few of the bullet points discussed included the following:

The City of Wenatchee must impose a 0.2% sales tax increase by a councilmanic vote for the purpose of retiring the BANS. After the 0.2% is imposed by the City, the 9 jurisdictions agree to submit a 0.1% district wide increase to a vote by the entire district.

If approved by the voters the City of Wenatchee will end up with a 0.3% sales tax increase to pay the PFD debt and the other jurisdictions will have a 0.1% increase.

The City of Wenatchee will loan the PFD the funds to pay for the election.

The 0.033% returned sales tax will be used for operations and a capital expense fund for the replacement of necessary infrastructure.

Attorney Chuck Zimmerman pointed out that the amendment doesn't have indemnification language, but there is none now. The amendment does not increase the City's liability.

Councilor Fletcher stated that he wants it to be clear to the citizens that the City of Cashmere is not imposing a sales tax increase. The City is simply allowing the Public Facilities District to seek voter approval for a district wide sales tax increase, which they already have the statutory authority to do.

JOINT CITY COUNCIL AND PLANNING COMMISSION MEETING

Director of Planning/Building Mark Botello informed the council that the Planning Commission will be working on the following three major projects in 2012.

- Completing the Shoreline Master Program
- The 2012 Comprehensive Plan Update, which includes the updates to the Shoreline Master Program, Water and Wastewater Comprehensive Plan, Park and Recreation Plan and the Capital Facilities Plan.
- Economic Development Commission start-up and add economic development section to the Comprehensive Plan.

Some council members didn't see the need for another commission. The City and Chamber have developed a good partnership. Another layer has the potential to isolate the council and increase the timeline on getting things done.

Others were not opposed to the Economic Development Commission as long as the wheel was not being recreated. A mission statement with specific goals along with the responsibilities may help to decide if the commission is needed.

ADJOURNMENT

Mayor Gomes closed the study session at 6:52 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY, FEBRUARY 13, 2012 AT CASHMERE CITY HALL

OPENING

Mayor Jeff Gomes 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:	Jeff Gomes	
Council:	Skip Moore Jim Fletcher Donna Wynne Derek Knutsen John Bryant	
Staff:	Bob Schmidt, Dir. of Operations Kay Jones, City Clerk-Treasurer Mark Botello, Dir. of Planning/Building Chuck Zimmerman, City Attorney	

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Director of Planning/Building Mark Botello announced that Crunch Pak has applied for a building permit for phase A of their development.

Director of Operations Bob Schmidt announced that he attended the WCIA board meeting. The financial stability of WCIA was discussed at the board meeting. Annually WCIA selects an area to audit within the city. The purpose of the audits are to identify the city's strengths and to find any weaknesses and correct them. This year's audit is on internet security.

Clerk-Treasurer Kay Jones announced that Council had copies of the January 2012 Financial Report in front of them and to call if they had any questions.

Mayor Gomes reported that he has had several meetings the past couple weeks. He met with Chelan County Port District to discuss City and Port issues. The Port District is proceeding with development of the mill site property.

Mayor Gomes along with Directors Schmidt and Botello met with Brenda Harn from Chelan County Solid Waste. Ms. Harn wanted to discuss and encourage the City to use the Dryden transfer station instead of the East Wenatchee Landfill. Mayor Gomes recalculated the figures from Ms. Harn and according to his calculations the City would have to pay around \$26,000 more annually if they were to use the Dryden transfer station.

The Mayor also attended the Solid Waste Meeting. Solid Waste programs were discussed and the proposed amendments to the Chelan County Solid Waste Plan, which is on the agenda for possible action.

PUBLIC COMMENT

Pat Mallody residing on Perry Street received a parking ticket for violating the parking restrictions for snow plowing. His frustration is that the Sheriff's Department is enforcing the parking restrictions when there is no snow. If he is not impeding the plowing they shouldn't be issuing tickets.

Director of Operations Bob Schmidt informed Mr. Mallody that he has addressed the issue with the Sheriff's Department. They will not be issuing citations for the winter parking restrictions if there is no snow.

APPROVAL OF AGENDA

Mayor Gomes announced that business item #4 needs to be amended to read Ordinance No. 1198 Authorizing the Mayor to execute the First Amendment to the Interlocal Agreement.

MOVED by Councilor Fletcher and seconded by Councilor Wynne to approve the agenda with the correction to item #4. Motion carried.

CONSENT AGENDA

Minutes of January 23, 2012 Special Study Session Meeting

Minutes of January 23, 2012 Regular City Council Meeting

Payroll and Claims Packet Dated February 13, 2012

Claims Check Nos. 31800 through 31850 totaling \$218,134.13

Payroll Check Nos. 31795 through 31799 totaling \$ 93,934.18

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

ORDINANCE NO. 1198 AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT REGARDING REGIONAL EVENTS CENTER PUBLIC FACILITIES DISTRICT

Councilor Fletcher stated that he wants it to be clear to the citizens that the City of Cashmere is not imposing a sales tax increase. By amending the Interlocal Agreement the City is simply allowing the Public Facilities District to seek voter approval for a district wide sales tax increase not to exceed 0.1%.

MOVED by Councilor Fletcher and seconded by Councilor Bryant to adopt Ordinance No. 1198 authorizing the Mayor to execute the First Amendment to Interlocal Agreement regarding the regional Events Center Public Facilities District. Motion carried.

CHELAN COUNTY SOLID WASTE MANAGEMENT PLAN AMENDMENT

The proposed amendment addresses the following three issues; recycle rate, a recommendation and requirement regarding transfer and disposal, and unlawful disposal of solid waste.

City Attorney Chuck Zimmerman encouraged the City to request that the Amendment be revised to specifically identify the state law that it refers to and to clearly state that the requirement to use the Dryden Transfer Station specifically does not apply to the City of Cashmere.

MOVED by Councilor Moore and seconded by Councilor Fletcher to table the Chelan County Solid Waste Management Plan Amendment for further information. Motion carried.

SELECTION OF ENGINEER FOR GENERAL ENGINEERING SERVICES FOR 2012

The City received 11 SOQ's for general engineering services. After reviewing the SOQ's staff's recommendation is to select RH2 Engineering, Inc. for general engineering services for 2012. RH2 Engineering has overall experience in water, wastewater and storm water facility design, treatment and planning, as well as traffic and transportation improvements. They also have planners on staff to provide environmental, permitting, geotechnical and hydro geological services.

MOVED by Councilor Wynne and seconded by Councilor Bryant to select RH2 Engineering for general engineering services for 2012 and to continue under the current contract. Motion carried.

SELECTION OF SURVEYOR FOR GENERAL SURVEYING SERVICES FOR 2012

The City received only one SOQ for general surveying services from Fitzpatrick Surveying. Staff's recommendation is to select Fitzpatrick Surveying for general surveying services for 2012.

MOVED by Councilor Moore and seconded by Councilor Fletcher to select Fitzpatrick Surveying for general surveying services for 2012 and to continue under the current contract. Motion carried.

SELECTION OF CONTRACTOR FOR THE DOWNTOWN CANOPY PROJECT

The City received three bids for the downtown canopy project. The highest bid was \$148,000 and the lowest bidder was Mason Roofing and Construction at \$39,200. Staff's recommendation was to select Mason Roofing and Construction as the contractor for the downtown canopy project.

MOVED by Councilor Fletcher and seconded by Councilor Moore to select Mason Roofing and Construction as the contractor for the downtown canopy project. Motion carried.

SMALL PUBLIC WORKS CONSTRUCTION CONTRACT FOR DOWNTOWN CANOPY PROJECT

MOVED by Councilor Moore and seconded by Councilor Wynne to authorize the Mayor to sign the Small Public Works Construction Contract with Mason Roofing and Construction for the downtown canopy project in the amount of \$39,200. Motion carried.

AUTHORIZATION TO ADVERTISE FOR BIDS ON THE WATERLINE TO THE LAGOON PROJECT

The Riverfront Drive water and sewer extension is necessary to provide fire protection and water service to the new wastewater treatment plant. The plan and assumption was that the cost of this project would ultimately be funded by the USDA funding for the new wastewater treatment plant. At this time the USDA funding of the \$660,642 water and wastewater extension is uncertain.

MOVED by Councilor Bryant and seconded by Councilor Fletcher to authorize staff to advertise for bids on the waterline to the lagoon project. Motion carried.

EXECUTIVE SESSION – To discuss potential litigation

Mayor Gomes closed the regular session at 7:48 p.m. to enter into an executive session to discuss potential litigation for approximately thirty minutes. No action will be taken when back in regular session.

The regular session was reconvened at 8:20 p.m.

Councilor Bryant inquired about the Law Enforcement Contract and where we were at in the process of looking into options.

Mayor Gomes informed that Council that he was meeting with the City of Leavenworth the following day to discuss law enforcement options. Also, Mayor Gomes has met with a resident of Cashmere that worked eleven years with the State Patrol in the contract division. He has volunteered to look over the contract and propose options or changes to possibly reduce law enforcement and jail fees.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 8:30 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer

Staff Summary

Date: February 27, 2012
To: Cashmere City Council
Mayor Gomes
From: Mark Botello
RE: Selection of Engineer for the Tigner Road Project

Tigner Road Preservation & Improvements Project. Consultant Selection

	Firm	Address	Phone	Notes
3	Huibregtse, Louman Associates, Inc	801 North 39th Ave, Yakima, WA. 98902	509-966-7000	Jeffery Louman
	SCJ Alliance	15 Palouse Street, Wenatchee, WA. 98801	509-886-3265	
	Project Ground Works	25 North Wenatchee Avenue Suite 238, Wenatchee, WA. 98801	509-888-3556	
1	RH2 Engineers	300 Simon Street, Wenatchee, WA. 98802	509-886-2900	Eric Howe
	Gray & Osborne, Inc	107 South 3RD Street, Wenatchee, WA. 98901	509-453-5953	
	TD & H Engineering	303 E. 2nd Ave., Spokane, WA. 99202	509622-2888	
	Hammond Collier PACE	P.O. Box 2509, Wenatchee, WA. 98801-2509	509-664-4834	
2	Pacific Engineering	200 South Columbia Street, Wenatchee, WA. 98801	509-662-1161	Greg Herkenrath

The City of Cashmere published Statement of Qualification (SOQ) for the Tigner Road preservation and improvement project in the Cashmere Valley Record (Official paper of record for City of Cashmere) on Wednesday, January 18, 2012 and Wednesday, January 25, 2012. The above SOQ's were received and two (2) evaluation processes took place. The two (2) evaluation processes are as follows:

- 1.) Review of submitted SOQ'S documents.
- 2.) Telephone interview of the three (3) firms selected above.

Firms were ranked on both submittals and phone interviews based on the following criteria:

1) Description of the firm; 2) Description of the consultant's team including references; 3) Descriptions of relevant project experience related to the facilities and services listed above; 4) Firm references; 5) Familiarity with relevant codes and standards; 6) Ability to meet schedule.

RECOMMENDATION:

Motion to approve the selection of three engineers for the Tigner Road Preservation & Improvement Project, subject to WSDOT approval

Staff Summary

Date: February 23, 2012
To: Mayor and Cashmere City Council
From: Clerk-Treasurer Kay Jones
RE: Cashmere Community Coffeehouse Request for Lodging Tax Funds

Attached is a request from the Cashmere Community Coffeehouse/Wenatchee River Bluegrass Festival for lodging tax funds in the amount of \$1,000.

The City Council has granted lodging tax funds in the amount \$1,000 for the past three years to the Community Coffeehouse.

At Council's request a letter was sent last year to the Coffee House voicing concern regarding disbursement of lodging tax funds to the same organization year after year. The purpose of the lodging tax funds is to assist an organization for a special event, not to become a supplemental source of income.

The balance in the Lodging Tax Fund is \$6,650, of which \$1,500 has been granted to the Cashmere Chamber for 2012.

Staff Recommendation:

Move to approve, deny or amend amount requested for lodging tax funds.



City of Cashmere
101 Woodring Street
Cashmere, WA. 98815

Amount Paid	_____
Date	_____
Receipt No.	_____
Received by	_____

Lodging Tax Funds Request Application

AGENCY NAME Cashmere Community Coffeehouse / Wenatchee River Bluegrass Festival

MAILING ADDRESS PO Box 484, Cashmere, WA 09915

CONTACT PERSON Marie Vecchio / Frank Dechaine PHONE (509) 548-1230 / 667-8980

AMOUNT REQUESTED \$1000.00

RCW 67.28.1816 requires funds distributed from lodging tax be used for special events and festivals, and to support tourism-related facilities owned by nonprofit organizations. Your answers to the following questions are required to aid the City in determining if a grant of lodging tax funds is warranted.

EXPLAIN HOW THE FUNDS WILL BE USED AND HOW THE USE WILL PROMOTE TOURISM IN CASHMERE.

The funds will be used to promote both our Festival and our Coffeehouse performances. Our festival draws attendees from all over the Pacific Northwest as well as drawing attendees from Virginia, Tennessee, Kentucky, Alaska, California and many other states. We also draw a growing contingent from British Columbia. We promote Cashmere and our festival in national publications along with advertising locally and at other festival venues. We continue to expand our youth program, "Taylor's Camp" and its growing popularity has attendees with diverse backgrounds coming from all over the state to learn and participate. Some of our young local stars who have been participating in these youth programs are now gaining state-wide prominence. Taylor's Camp and other youth programs like it, not only promote an excellent focused learning environment, they facilitate lifelong musical connections and relationships between the participating youth. We continue to grow our festival by using the money we bring in to expand our advertising presence and hire well-known national bands to supplement our regional bands. These national bands help us bring in more festival attendees which means more tourism dollars for Cashmere. We also have our 9 Coffeehouse performances that we promote heavily on our websites, in the Wenatchee World and with flyers that we post at various locations and each of these performances draw 150 – 275 people from around the state.

Note: I have attached a note about how "Taylor's Camp" came about.

IS YOUR AGENCY A NONPROFIT 501(C)(3) Or 501(C)(6) ORGANIZATION?

THE FOLLOWING ESTIMATES ARE REQUIRED BEFORE FUNDS WILL BE GRANTED:

- ❖ NUMBER OF **TOURISTS** EXPECTED TO VISIT CASHMERE AS A RESULT OF THIS FUNDING 1000-1800
- ❖ NUMBER OF THOSE TOURISTS TRAVELING OVER 50 MILES TO CASHMERE 800+
- ❖ NUMBER OF LODGING STAYS, PER FESTIVAL, IN THE CASHMERE AREA GENERATED BY THESE FUNDS 350 Including camping
- ❖ ANY OTHER INCREASED ECONOMIC IMPACT ATTRIBUTABLE TO THE EVENT
Our festival attendees make use of local stores to purchase groceries, eat at restaurants, purchase gas, and make use of the recreation facilities. Many of the festival goers come early and make use of the many tourist attractions that are available to them. The beauty of the area has convinced a few of our festival goers to relocate to this area and one couple actually purchased property in Cashmere. Our Coffeeshouse attendees make use of restaurants prior to the performance and some of the out-of-town ones often spend the night in hotels before returning home

Francis DeBeine - Treasurer
Applicant Signature

Feb 17, 2012
Date

OUR YOUTH PROGRAM IS NAMED "TAYLOR'S CAMP".
IN HONOR OF THIS FINE GENTLEMAN

Taylor Richards was a young man who epitomized our vision for developing an instructional music camp designed to nurture an appreciation of American roots music in the next generations. With a little interest in music but not much thought of Bluegrass, from the day Taylor walked into a little music store in Leavenworth Washington with his dad Steve, a transformation took place and he played on our stage in the guitar flat-picking contest 5 years later.

Every summer Taylor would come out from his home in Georgia to see his dad and they would attend the Wenatchee River Bluegrass Festival. With every festival Taylor's skill and love of the music grew. He spent time and energy focused on gleaning information, techniques and style from everyone he could play with, soaking up everything he could to carry him through to the next festival. He and his dad found a common ground that cemented them together, no matter how far apart they were the rest of the year.

Taylor grew into a man we were all so proud to know, with his quick wit, gentle heart, gracious manners and a smile that could calm the most hectic moment. Taylor wanted to continue his family's tradition of military service and was killed in combat serving his country as a Lance Corporal Marine in Afghanistan on June 26th, 2010. We, the Board of Directors of the Wenatchee River Bluegrass Festival, wanted to honor Taylor's memory and his love of Bluegrass music by naming our school "Taylor's Camp". We know we couldn't ask for a better guardian angel for our "kids" embarking on their musical journey.



Taylor Richards at the 2006 WRBF

**CITY OF CASHMERE
RAFTERS AGREEMENT - 2012**

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

WITNESSETH: WHEREAS, RAFTERS desire to conduct commercial float trips down the Wenatchee River and exit onto CITY property known as Riverside Park; and,

WHEREAS, the CITY is willing to allow RAFTERS to exit their commercial float trips from the Wenatchee River onto CITY property and on the terms and conditions set forth herein below;

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

1. **Permit.** RAFTERS desiring a permit to exit onto CITY property shall pay to the CITY a nonrefundable permit fee of \$2.50 per person, excluding guides, exiting the Wenatchee River onto the CITY OF CASHMERE property. Said sum shall be paid to the CITY on a monthly basis.

Payment shall be supported by a verified report of the launch site operator if available, or if not, then a report signed by the president of the RAFTER company, who has reviewed the records of the RAFTER, verifying the actual number of RAFTERS customers exiting at the Cashmere site. Said report to be submitted to the CITY on an approved form as shown on Exhibit A attached, within fifteen (15) days after the close of each month.

In the event said report and payment have not been received by the 20th day of each month there shall be assessed a **late payment penalty** of \$100.00.

In the event the report and payment are not submitted on or before the 30th day of each month the deposit referred to in paragraph 2 below shall be forfeited and the agreement shall be forfeited and all rights of RAFTERS shall be terminated.

2. **Performance deposit.** RAFTERS shall deposit with the CITY Clerk-Treasurer upon execution of this agreement the sum of \$500.00 as a performance deposit. Said sum shall be held by the CITY to ensure performance of all terms and conditions of this agreement by RAFTERS. Said sum, less late payment penalties, shall be refunded to RAFTERS at the end of this agreement. However, in the event of any breach of this agreement by RAFTERS, said performance deposit shall be immediately forfeited to the CITY OF CASHMERE.

3. **Duration of permit.** The permit granted by the CITY to RAFTERS shall be for the period from April 1, 2012 to August 31, 2012, unless otherwise terminated or revoked by the CITY in accordance with this agreement.

4. **Insurance.** Prior to the issuance by the CITY of a permit to RAFTERS, RAFTERS shall first furnish to the CITY Clerk-Treasurer a certificate of effective insurance coverage for the period of this agreement insuring RAFTERS against liability for bodily injury or death or property damage to any customer, invitee, or any third party arising out of or connected with the operation of the rafting activity by RAFTERS with an insurance company acceptable to the CITY Clerk-Treasurer and naming the CITY as an additional insured on such policy, which policy shall not be revocable by the company without giving at least ten (10) days' written notice to the CITY, with minimum limits of \$1,000,000.00 per person and aggregate limits of \$1,000,000.00 per occurrence for such liability.

5. **State and Local Laws.** RAFTERS shall abide by all state and local laws.

6. **Scheduling.** RAFTERS shall be responsible for scheduling their various exits from the river and for reaching agreement among themselves and other licensed rafters with respect to times and dates of such exits. RAFTERS shall be allowed upon the park property each day not sooner than 7:00 a.m. and shall not exit the property later than 6:00 p.m.

7. **Identification of boats and cars.** RAFTERS shall in a conspicuous manner designate on each raft or boat RAFTER intends to exit on CITY property the full name of RAFTER for identification purposes. RAFTERS shall provide the CITY with a copy of said manner of identification at the time of execution of this agreement.

RAFTERS shall also provide a card to their customers who park at Riverside Park to be conspicuously displayed on the dashboard of each vehicle. If any vehicles in the park do not have said cards displayed on the dashboard, they may be towed and impounded by the CITY at the vehicle owner's expense.

8. **Daily rafter count.**
RAFTERS shall provide to CITY, on a form provided by CITY and attached as Exhibit B, a daily count of RAFTERS customers. Said form shall be submitted monthly with Rafter Verification Form and payment.

9. **Parking.** RAFTERS shall park only in areas designated by the CITY and not upon city streets or other public parking areas of the CITY OF CASHMERE.

10. **Exit site.** The CITY shall provide and designate one authorized exit site at Riverside Park. RAFTERS shall enter and exit said park on Maple Street. Changes in the exit site shall be at the sole discretion of the CITY.

11. **Sanitation.** The CITY shall provide one garbage dumpster for the use of all at the exit site, and RAFTERS shall police said areas daily and put all garbage and refuse in the dumpster for removal by the CITY.

12. **Reservation of rights by CITY.** CITY reserves the right to revoke the license of RAFTERS if RAFTERS fail to comply precisely with the terms of this agreement or if the CITY receives excessive citizen complaints, and the CITY further reserves the right upon ten (10) days' notice to RAFTERS to revoke this agreement in its entirety in the event the operations under this agreement cause an excessive administrative burden to the CITY. Upon revocation of the license, the CITY shall retain the performance deposit and shall also be entitled to any additional fees then due.

13. **Supervision.** RAFTERS agree that a supervisor will be present at the CITY exit site when customers of RAFTERS are present, at the expense of RAFTERS, to supervise activities, to supervise parking, to ensure compliance with this agreement and to assist in the enforcement of CITY ordinances. Such supervisors shall be employees of RAFTERS and shall report immediately any violations of this agreement or violations of CITY ordinances to a CITY representative. RAFTERS shall be fully responsible for supervising all of their employees, customers, guests and invitees of their respective companies on the exit site and shall be responsible to keep the CITY property on and about the exit site neat and clean and free of all debris and refuse and shall on a daily basis, police and clean said premises and property to keep them in a first class and sanitary condition.

14. **Release.** RAFTERS hereby release CITY from any liability of any nature as a result of damages, direct, indirect, consequential or otherwise including attorney fees and costs, in the event any person, persons, firm, corporation, agency or other entity brings any administrative or judicial action or proceeding to enjoin, restrict or prohibit the use of CITY property by RAFTERS pursuant to this agreement or in the event any other action or proceeding is instituted which in any way delays RAFTERS or in the event RAFTERS suffer any loss, direct, indirect, consequential or otherwise as a result of their inability to exit from CITY property during the term of this agreement.

15. **Hold harmless and indemnity.** RAFTERS agree to indemnify and hold harmless the CITY from any liability, including attorney fees, to customers, employees or their guests, or invitees of RAFTERS or to any third parties, arising from the operation of RAFTERS and from any other activities conducted on CITY property by RAFTERS pursuant to this agreement.

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

17. **Attorney fees and costs/Venue.** In the event any party to this agreement

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

18. **Nonassignment.** RAFTERS may not assign their rights under this contract or any portion thereof to any other person, firm, corporation or other entity without the written permission of CITY.

Dated this ____ day of _____, 2012.

RAFTER:

Signature _____

Company _____

Contact person (please print) _____

Address _____

Phone: _____

Email: _____

CITY OF CASHMERE:

Jeffrey Gomes, Mayor

City Clerk-Treasurer

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

RAFTER VERIFICATION REPORT

I hereby verify that I am President of the rafting company named below and that the number of rafters exiting at Riverside Park in Cashmere during the month of _____ was _____.

I understand that take out fees are due fifteen days after the close of **each month**. *A late fee of \$100.00 will be charged for payments received after the 20th of the month.*

I have enclosed a check, number _____ in the amount of _____.
(Number of rafters X \$2.50).

NO – This is not my Final Report

YES – This is my Final Report

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

Company name _____

President _____

Date _____

