

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, Public Works Director/County Engineer 

Agenda Date: March 10, 2025

Subject: Grant of License to Cascade Bridge LLC for Temporary Use of
County Property at 101 Rogers Street, Quilcene (Old County shop)

Statement of Issue: Public Works staff requests approval of the attached License to Cascade Bridge LLC for temporary use of the County property at 101 Rogers Street in Quilcene, the former County shop property. Cascade Bridge intends to use the site as a construction staging area for the Big Quilcene River Bridge project being funded and managed by the Jamestown S'Klallam Tribe. The term of the License is from execution of the License to July 1, 2026.

Analysis/Strategic Goals/Pro's & Con's: The License assists Jamestown S'Klallam's contractor during its bridge construction project on the County's Linger Longer Road. The County is not currently using this property so there will be no impact to County operations.

Fiscal Impact/Cost Benefit Analysis: The License requires Cascade Bridge LLC to pay the County \$500/month, in a lump sum payment of \$7,500 (plus applicable leasehold excise tax) as consideration for use of the County property during the License term.

Recommendation: The Board is requested to sign the attached License and return it to Public Works for further processing.

Department Contact: Mark Thurston, P.E., Project Manager, 385-9210.

Reviewed By:


Mark McCauley, County Administrator


Date 3/16/25

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Cascade Bridge LLC

Contract No: PW2025-018

Contract For: License to Use County Property at 101 Rogers St., Quilcene (Old County shop)

Term: From License execution through 7/1/2026

COUNTY DEPARTMENT: Public Works

Contact Person: Mark Thurston

Contact Phone: 360-385-9210

Contact email: mthurston@co.jefferson.wa.us

AMOUNT: \$7,500 (based on \$500/month from Apr 2025 - Jun 2026)

Revenue: 18036200.362000

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

PROCESS:

- ☐ Exempt from Bid Process
☐ Cooperative Purchase
☐ Competitive Sealed Bid
☐ Small Works Roster
☐ Vendor List Bid
☐ RFP or RFQ
☒ Other: request from Licensee

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Mark Thurston
Signature

2/27/25
Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Mark Thurston
Signature

2/27/25
Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved by Risk Management on 3/4/2025.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved as to form by PAO on 3/5/2025.
Approved in coordination with Monte and Eric.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

Jefferson County
Department of Public Works
623 Sheridan Street
Port Townsend, WA 98368

Document Title: **License for Use of County Property**
Grantor: Jefferson County, a political subdivision of the State of Washington
Grantee: Cascade Bridge LLC, a Washington Limited Liability Company
Legal Description: S24 T27 R2W TX1
Assessor's Tax
Parcel ID Number: 937-200-702

GRANTOR, Jefferson County, a Washington municipal corporation, for valuable consideration, including a payment of FIVE HUNDRED DOLLARS (\$500.00) per month for the term of this License, paid in a lump sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00), does hereby grant and convey to **GRANTEE, Cascade Bridge LLC, a Washington limited liability company**, a license over, across and upon the real property commonly known as the Old Quilcene Shop, located at 101 Rogers Street in Quilcene, Washington, to access and use that portion of the Property which is depicted in Exhibit A attached hereto and by this reference made a part hereof (the "Cascade Bridge Use Area") subject to the following terms and conditions:

1. Use of Property for Construction Staging; No Representations or Warranties. The Cascade Bridge Use Area may be accessed and used by Grantee for construction staging for Grantee's Big Quilcene River Bridge Project. Grantor makes no representations or warranties as to the condition of the Property or its suitability for Grantee's permitted uses.
2. No Dumping; Required Site Restoration. Grantee shall not deposit, or allow to be deposited, any waste material on the Property and, prior to the termination date of this License, shall remove all personal property and repair any damage caused by Grantee's use of the Property.
3. Term of this License. The term of this License commences upon execution of this License and ends on July 1, 2026.
4. Gated Access. Access to the Property is through the locked gate from Rogers Street. Grantee may install its own lock on the gate as long as Grantor retains access. The gate may be kept unlocked during normal working hours; however, at the end of each day Grantee shall ensure that the gate is closed and locked.

5. Indemnification. Grantee shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Grantee in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine this Agreement is subject to RCW 4.24.115 if liability for damages occurs arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Grantee's liability, including the duty and cost to defend, shall be only for the Grantee's negligence. It is further specifically understood that the indemnification provided constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. This section shall survive the expiration or termination of this Agreement.
6. Leasehold Excise Tax. Leasehold excise tax, if applicable, shall be paid by Grantee at the time of payment of the consideration identified above.
7. Grantor's Contact. The contact person and contact information for Grantor during the term of this License shall be:

Name: Mark Thurston, Engineer IV
Telephone: (360) 385-9210
Email: mthurston@co.jefferson.wa.us
8. Grantee's Contact. The contact person and contact information for Grantee during the term of this License shall be:

Name: Dave Mingo, General Manager
Telephone: (360) 607-0723
Email: davem@cascadebridge.com
9. Covenants. Grantor covenants that it is the lawful owner of the above-described Property and has authority to convey such License and Grantee covenants that the person signing this License on behalf of Grantee is fully authorized to do so.

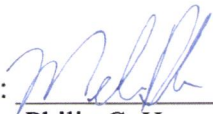
THIS LICENSE requires the signature of all parties and shall be considered to have been executed as of the date of the last signature below.

Approved this _____ of _____, 2025 by the Jefferson County Board of County Commissioners.

GRANTOR: Jefferson County
Board of County Commissioners
Jefferson County, Washington

Approved as to form only:

By: _____
Heidi Eisenhour, Chair

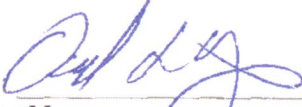
By:  for _____ 03/05/2025
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

State of Washington
County of Jefferson

This record was acknowledged before me on _____, by Heidi Eisenhour as the Chair of the Jefferson County Board of County Commissioners.

Notary Public in and for the State of Washington.
My Commission Expires _____

GRANTEE: Cascade Bridge LLC

By 

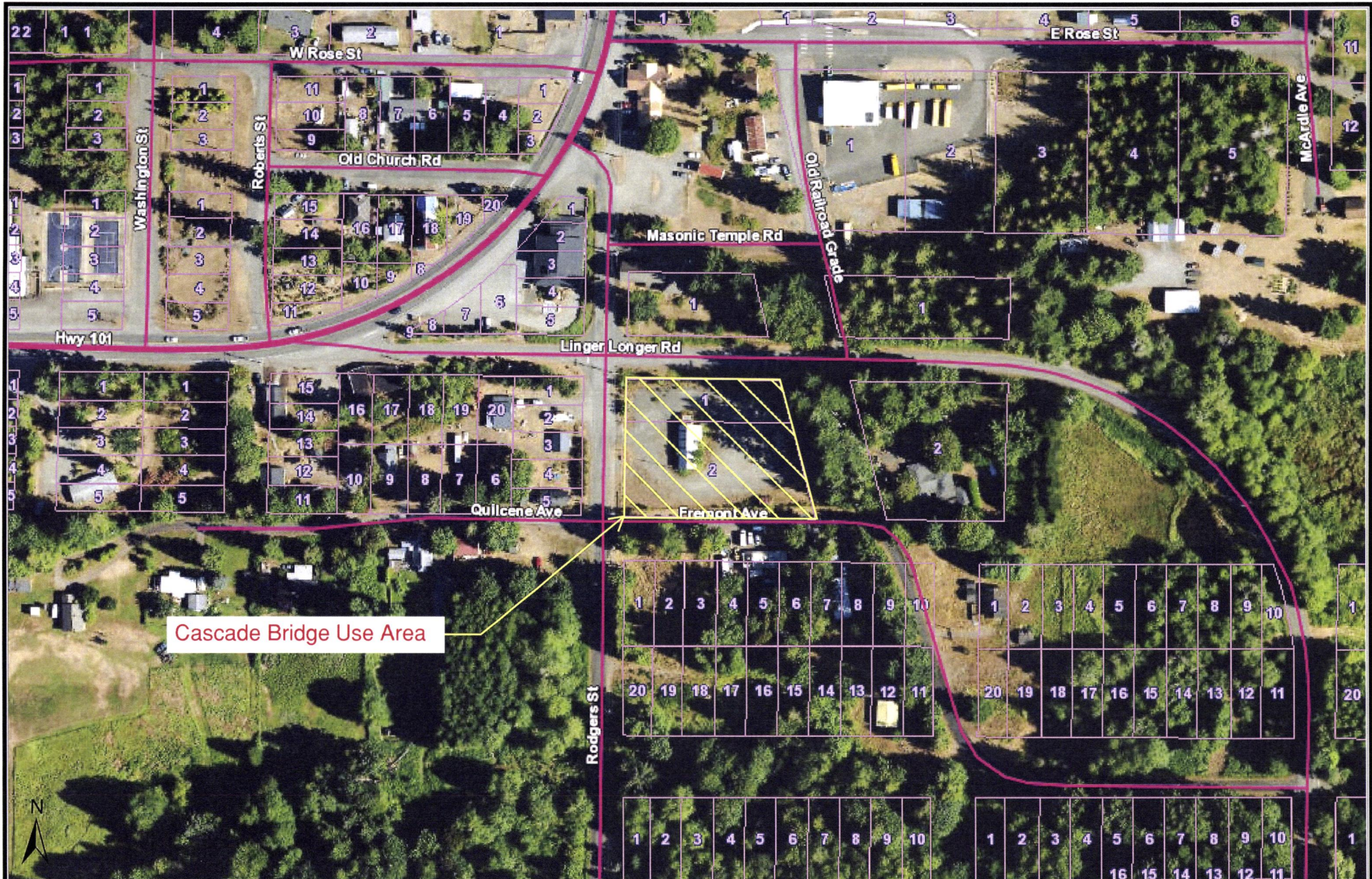
Print Name: DAVID L. MINGO

State of Washington
County of Jefferson

This record was acknowledged before me on March 4, 25, by
Taylor Howem as the Notary of Cascade Bridge LLC.

Taylor C. Howem
Notary Public in and for the State of Washington.
My Commission Expires 6/22/25

Notary Public State of Washington
TAYLOR C. HOWEM
NO. 192448
MY COMMISSION EXPIRES
JUNE 22, 2025



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Jefferson County, WA

EXHIBIT A

0 105 210
ft

Scale: 1:2,257

Date: 2/27/2025

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

