



## City of Cashmere

101 Woodring Street

Cashmere, WA 98815

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

Website [www.cityofcashmere.org](http://www.cityofcashmere.org)

**CITY OF CASHMERE  
REGULAR STUDY SESSION  
MONDAY, APRIL 8, 2013  
6:00 P.M., CITY HALL**

### **AGENDA**

#### BUSINESS ITEM

- **Update on the BVF**
- **Letter and Resolution regarding joint Sheriff's contract negotiations**

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

The City of Cashmere is an equal opportunity provider and employer.

To file a complaint of discrimination, write USDA, Director, Office of Civil rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202)720-6382 (TDD).



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CASHMERE CITY COUNCIL MEETING  
MONDAY, APRIL 8, 2013 7:00 P.M., CITY HALL

### AGENDA

#### CALL TO ORDER

#### FLAG SALUTE

#### EXCUSE ABSENCE

#### ANNOUNCEMENTS & INFORMATION

- March Financial reports are on the website

#### PROCLAMATION

- Proclaiming April 24, 2013 Arbor Day

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

#### APPROVAL OF AGENDA

#### CONSENT AGENDA

1. Minutes of March 25, 2013 Regular Council Meeting
2. Payroll and Claims Packet Dated April 8, 2013

#### BUSINESS ITEMS

1. Public Hearing on Comprehensive Plan Land Use Map amendments and Zoning Map Amendments
2. Resolution No. 06-2013 In support of joining the Cities of Chelan, Entiat and Leavenworth in negotiating new Law Enforcement Service Agreements with Chelan County
3. Resolution No. 07-2013 Declaring certain property for water system purposes surplus and declaring a utility easement necessary to the needs of the city on the property

#### PROGRESS REPORTS

#### ADJOURNMENT

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR AND STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS  
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**MINUTES OF THE CASHMERE CITY COUNCIL MEETING  
MONDAY, MARCH 25, 2013 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, Director Kay Jones, Clerk-Treasurer Mark Botello, Dir of Planning/Building Chuck Zimmerman, City Attorney	

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

APPROVAL OF AGENDA

MOVED by Councilor Moore and seconded by Councilor Wynn to approve the agenda as presented. Motion carried.

CONSENT AGENDA

Minutes of March 11, 2013 Regular Study Session Meeting  
Minutes of March 11, 2013 Regular Council Meeting  
Payroll and Claims Packet Dated March 25, 2013  
Claim Check Nos. EFT 02/2013 and 33124 through 33149 totaling \$651,904.08

MOVED by Councilor Wynn and seconded by Councilor Knutsen to approve the consent agenda. Motion carried.

ERIK HOWE, RH2 ENGINEERING— PIONEER AVE PRESERVATION PROJECT DESIGN PRESENTATION

Erik Howe from RH2 Engineering discussed grinding and striping options for the Pioneer Avenue Project. The consensus is to grind down the edges of the pavement so the new asphalt will be level with the gutters edge. Depending on the bids; the additional costs for grinding may or may not need a budget amendment. Also, consensus was to remain status quo on the striping, no bike lanes and parking on both sides of the street.

RESOLUTION NO. 02-2013 ESTABLISHING A POLICY FOR CITY COUNCIL E-MAIL

In Section 2 F, the RCW was amended to 42.56.010 (4) and the references to Rackspace have been amended to read Third Party Service Provider.

MOVED by Councilor Fletcher and seconded by Councilor Bryant to adopt Resolution No. 02-2013 establishing a Policy for City Council E-Mail as amended. Motion carried.

RESOLUTION NO. 03-2013 ESTABLISHING AN EMPLOYEE HANDBOOK

MOVED by Councilor Fletcher and seconded by Councilor Wynne to adopt Resolution No. 03-2013 repealing the Personnel and Policies Manual and adopting an Employee Handbook. Motion carried.

RESOLUTION NO. 04-2013 ESTABLISHING A FIXED ASSETS POLICY

MOVED by Councilor Bryant and seconded by Councilor Moore to adopt Resolution 04-2013 repealing the Fixed Assets Capitalization and Depreciation Policy and adopting a new Fixed Assets Policy. Motion carried.

ORDINANCE NO. 1211 AMENDING CHAPTER 13.10 RELATING TO WATER RIGHTS AND THE TRANSFER OF THE SAME

The proposed ordinance amends portions of Chapter 13.10 relating to water rights and the transfer of water rights from owners of property to the City upon annexation and/or development and provides for a fee in lieu of transfer in certain conditions.

MOVED by Councilor Moore and seconded by Councilor Fletcher to adopt Ordinance No. 1211 amending Chapter 13.10 relating to water rights and the transfer of the same. Motion carried.

RELEASE OF EASEMENT INTEREST FOR OLD WATER CISTERNS LOCATED AT 306 VALLEY STREET

The City received a letter from Melinda Birt requesting that the City remove the cloud caused by the City cisterns on the property she now owns at 306 Valley Street. The request is that the City release the easement interest; Ms Birt is requesting that the cisterns be left on her property.

J.W. Sherman offered the site without consideration, to be used as a right of way for water mains and any other rights of easement which may be found necessary in the construction and maintenance of a system of water works for the City of Cashmere.

The City has not utilized the cisterns since the Sherman Reservoir was constructed over thirty years ago.

The consensus of the council was that the City has had use of the property long enough. Ms. Birt's request to leave the cisterns is a huge benefit for the city. The City will pay all of the costs to release the easement.

City Attorney Chuck Zimmerman stated that the next steps are to prepare a resolution to surplus the property (cisterns), an agreement regarding the cisterns and assumption of liability and acceptance as is, a quit claim deed from the city for the land, and a utility easement for the city for existing utilities on the property.

PROGRESS REPORTS

Director Botello stated that he is working on an Arbor Day celebration.

Director Schmidt reported that the progress at the WWTP is moving fast.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 8:17 p.m.

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Jeff Gomes, Mayor

Attest:

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Kay Jones, City Clerk-Treasurer

## PROCLAMATION

- WHEREAS,** In 1872, J. Sterling Morton Proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- WHEREAS,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska,
- WHEREAS,** Arbor Day is now observed throughout the nation and the world, and
- WHEREAS,** trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and
- WHEREAS,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- WHEREAS,** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
- WHEREAS,** trees are a source of joy and spiritual renewal, and
- WHEREAS,** Cashmere has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways,
- NOW, THEREFORE,** I, Jeff Gomes, Mayor of the City of Cashmere, do hereby proclaim April 24, 2013 as,

### **ARBOR DAY**

in the City of Cashmere, and I urge all citizens to support efforts to protect our trees and woodlands and to support our city's urban forestry program, and

- FURTHER,** I urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

DATED this 8th day of April, 2013.



\_\_\_\_\_  
Jeff Gomes  
Mayor

# Staff Summary

**Date:** April 8, 2013  
**To:** Cashmere City Council  
Mayor Gomes  
**From:** Mark Botello  
**RE: Public Hearing on Comprehensive Plan Land Use Map amendments and Zoning Map amendments.**

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Notice is hereby given that the **Cashmere City Council** will hold a public hearing on **Monday, April 8, 2013, at 7:00 p.m.** at the Cashmere City Hall, 101 Woodring Street, Cashmere, Washington.

The public hearing is related to the following zoning map amendments and Comprehensive Plan Land Use Map Amendments:

Chelan County Historical Society (600 Cottlets Way-Chelan County Assessor's Parcel No. 23-19-04-111-000).

- Current Zoning: Single Family (SF)
- Proposed Zoning: Mixed Commercial/Light Industrial (C/LI)

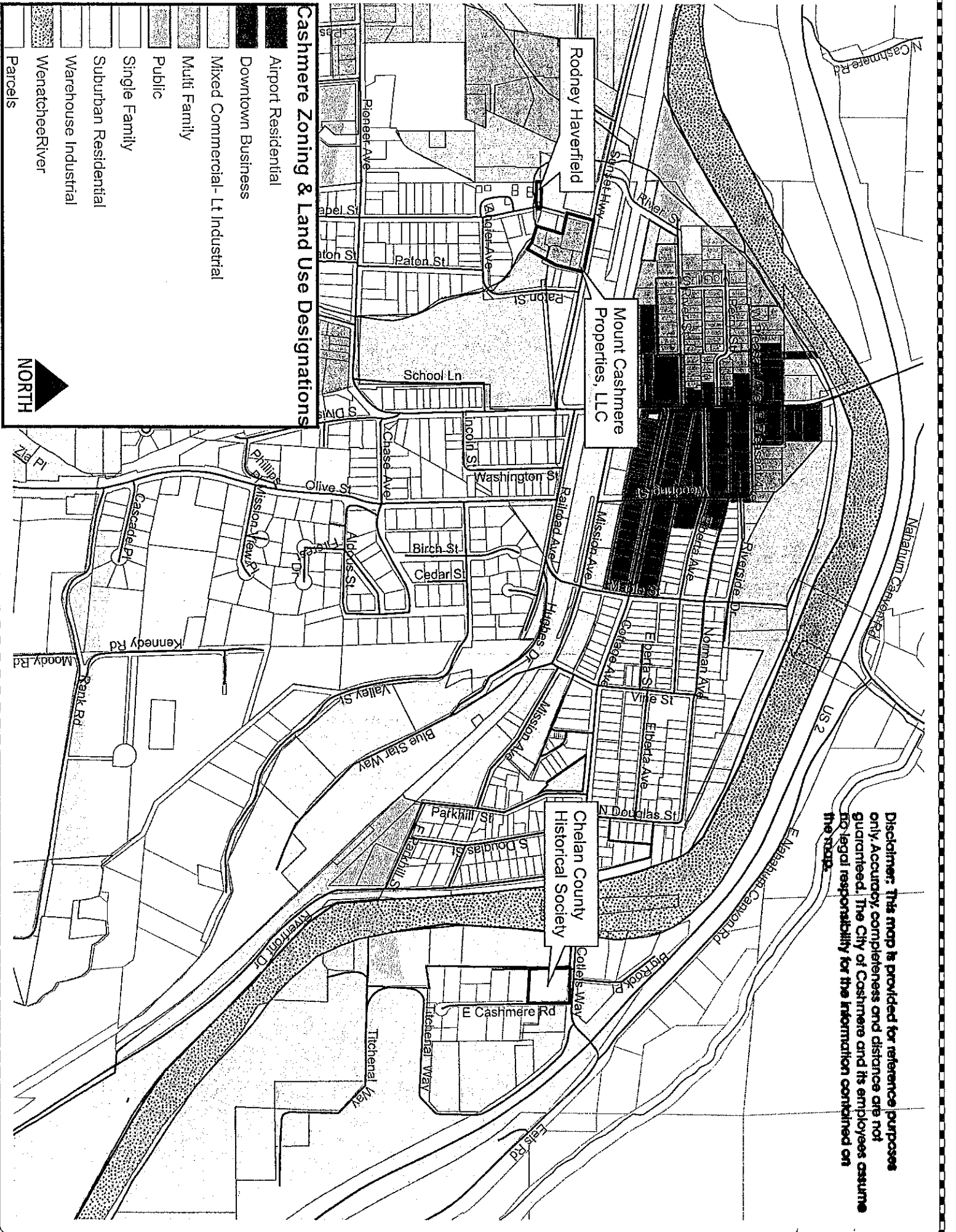
Rodney Haverfield (Chapel Street-Chelan County Assessor's Parcel No. 23-19-04-575-110).

- Current Zoning: Single Family (SF)
- Proposed Zoning: Warehouse Industrial (W/I)











Mount Cashmere Properties LLC (Sunset Ave-Chelan County Assessor's parcel No's 23-19-04-575-030, 23-19-04-575-035, 23-19-04-575-025, 23-19-04-575-040, and 23-19-04-575-055).

- Current Zoning: Multi-Family (MF)
  - Proposed Zoning: Warehouse Industrial (W/I)
-

**Disclaimer:** This map is provided for reference purposes only. Accuracy, completeness and distance are not guaranteed. The City of Cashmere and its employees assume no legal responsibility for the information contained on the map.



**Cashmere Zoning & Land Use Designations**

-  Airport Residential
-  Downtown Business
-  Mixed Commercial - Lt Industrial
-  Multi Family
-  Public
-  Single Family
-  Suburban Residential
-  Warehouse Industrial
-  WenatcheeRiver
-  Parcels





**RESOLUTION NO. 06-2013**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON IN SUPPORT OF JOINING THE CITIES OF CHELAN, ENTIAT AND LEAVENWORTH IN NEGOTIATING NEW LAW ENFORCEMENT SERVICE AGREEMENTS WITH CHELAN COUNTY**

---

**WHEREAS**, the cities of Cashmere, Chelan, Entiat and Leavenworth all have law enforcement service agreements with Chelan County that terminate on December 31, 2013; and

**WHEREAS**, the cities of Cashmere, Chelan, Entiat and Leavenworth recognize the need to provide an economically sustainable law enforcement service for their residents; and

**WHEREAS**, the cities of Cashmere, Chelan, Entiat and Leavenworth wish to negotiate new law enforcement service agreements with Chelan County; and

**WHEREAS**, the cities of Cashmere, Chelan, Entiat and Leavenworth recognize the economic benefit to Chelan County in securing a law enforcement service agreement with the small cities; and

**WHEREAS**, there are efficiencies and cost savings for the cities of Cashmere, Chelan, Entiat, Leavenworth and Chelan County to negotiate at the same location and at the same time for new law enforcement service agreements; and

**WHEREAS**, the Mayors of the cities of Cashmere, Chelan, Entiat and Leavenworth plan to notify Chelan County with a letter of intention to jointly negotiate new law enforcement service agreements; and

**WHEREAS**, the Mayors of the cities of Cashmere, Chelan, Entiat and Leavenworth seek the support of their respective City Councils to sign the attached Letter of Intention to Chelan County to jointly negotiate new law enforcement service agreements with Chelan County.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Chelan, Washington, that the Mayor is authorized to sign the attached Letter of Intention to jointly negotiate new law enforcement service agreements with Chelan County.

**PASSED** by the City Council of the City of Cashmere and approved by its Mayor this 8<sup>th</sup> Day of April, 2013.

CITY OF CASHMERE

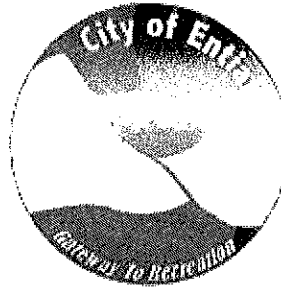
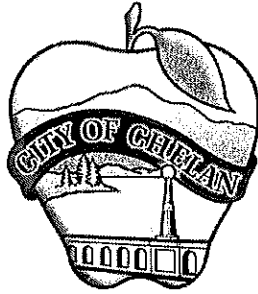
\_\_\_\_\_  
Jeff Gomes, Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Kay Jones, City Clerk

\_\_\_\_\_  
Chuck Zimmerman, City Attorney



April 12, 2013

Chelan County Board of Commissioners  
400 Douglas St  
Suite 201  
Wenatchee, WA 98801

RE: Letter of Intent to Negotiate

Dear Commissioners Walter, Goehner, & England:

As you may be aware, the law enforcement agreements with the cities of Cashmere, Chelan, Entiat and Leavenworth all terminate effective December 31, 2013.

As the Mayors for the small cities of Chelan County, we believe it makes sense and would be cost effective to jointly negotiate new law enforcement service agreements with Chelan County. Moreover, we would like to begin joint discussions in early May of 2013 in order to prepare for our next year's operating budget process which begins in August.

We believe our communities deserve the best law enforcement services our financial resources permit us to provide and look forward to productive joint discussions with you.

Thank you for your consideration of this request.

Sincerely,

\_\_\_\_\_  
Mayor Gomes, Cashmere

\_\_\_\_\_  
Mayor Goedde, Chelan

\_\_\_\_\_  
Mayor Vradenberg, Entiat

\_\_\_\_\_  
Mayor Farivar, Leavenworth

Cc: Sheriff Burnett

RESOLUTION NO. 07-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, DECLARING CERTAIN PROPERTY OWNED BY THE CITY FOR WATER SYSTEM PURPOSES SURPLUS TO THE NEEDS OF THE CITY, DECLARING A UTILITY EASEMENT NECESSARY TO THE NEEDS OF THE CITY ON THE PROPERTY TO BE SURPLUSED, AND AUTHORIZING THE MAYOR TO EXECUTE A QUIT CLAIM DEED WITH RETAINED EASEMENT IN THE FORM ATTACHED TO THIS RESOLUTION AS EXHIBIT "1," AND SETTING AN EFFECTIVE DATE.**

---

**WHEREAS**, on April 3, 1907, the City was provided an interest in certain real property pursuant to an Indenture Agreement executed by the then owners of certain property, which Indenture Agreement was recorded with the Chelan County Auditor on May 4, 1908, under Auditor's File No. 22574 (hereinafter the "1907 Indenture"); and

**WHEREAS**, the 1907 Indenture provides that the property conveyed was:

. . . to be used as a right-of-way for water mains and any other rights of easement which may be found necessary in the construction and maintenance of a system of water works for the City of Cashmere, Washington, and for no other use.

; and

**WHEREAS**, following execution of the 1907 Indenture, the then Town of Cashmere constructed two cistern buildings on the property conveyed and for several years used the cistern buildings as part of the Town of Cashmere domestic water supply system; and

**WHEREAS**, for the past several years the cistern buildings have remained on the

property that is the subject of the 1907 Indenture, but have not been used as a part of the domestic water supply system of the City; and

**WHEREAS**, because the 1907 Indenture provides that the property is to be used “for no other use” and because the current owner of the real property that is the subject of the 1907 Indenture, has requested reconveyance of the property and is willing to accept the same “as is, where is”; and

**WHEREAS**, the City staff recommend and the Mayor and City Council concur that the purpose for which the 1907 Indenture was entered into is no longer necessary and the real property that is the subject of the 1907 Indenture, with the exception of the reserve easement described below, is surplus to and no longer a necessary part of the City domestic water supply system and should be declared surplus and conveyed;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The real property that is the subject of the 1907 Indenture recorded with the Chelan County Auditor on May 4, 1908, under Auditor’s File No. 22574, should be and hereby is declared surplus by the City Council, with the exception of the 15 foot wide utility easement running the length of the west side of the property that is the subject of the 1907 Indenture and other property of the present owner, Melinda K. Birt.

**Section 2.** The Mayor is authorized to execute the Quit Claim Deed and Easement Agreement in the form attached hereto and marked as Exhibit “1” to this Resolution.

**Section 3.** This Resolution shall be effective immediately upon passage by the City Council.

APPROVED by the City Council the \_\_\_\_\_ day of April, 2013.

APPROVED:

\_\_\_\_\_  
Jeff Gomes, Mayor

ATTEST:

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

EXHIBIT 1

Filed for and return to:

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

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

**Grantor(s):** City of Cashmere, A Washington municipality  
**Grantee(s):** Melinda K. Birt, a married woman dealing in her separate property  
**Reference Number(s) of Documents Amended:** N/A  
**Abbreviated Legal Description:** A portion of SW quarter of NE quarter, Section 4, Township 23 North, Range 19 EWM  
**Legal Description:** Full legal description on Page 1  
**Assessor's Parcel Number(s):** 23 19 04 132 250

**QUIT CLAIM DEED AND EASEMENT AGREEMENT  
("Agreement")**

The CITY OF CASHMERE, a Washington municipality ("Grantor"), hereby conveys and quit claims to MELINDA K. BIRT, a married woman dealing in her separate property ("Grantee") all of Grantor's interest in the following described real estate, situated in the City of Cashmere, Chelan County, Washington, except for the Utility Easement reserved by Grantor and described below in this Agreement:

That part of the Southwest Quarter of the Northeast Quarter of Section 4, Township 23 North, Range 19 EWM, lying South and West of Valley Street.

Grantor reserves an exclusive Utility Easement across the West 15 feet of the above-described property as depicted in Exhibit "A" to this Agreement.

The Utility Easement may be used by Grantor for whatever below ground utility and related above-ground appurtenances Grantor may desire to locate in the Utility Easement and by any other utility service providers Grantor may authorize, in writing, to occupy the Utility Easement. In the event Grantor, or any other utility authorized in writing by Grantor to use the Utility Easement, perform any work in the easement area, the easement area shall be returned to the condition it was in prior to the work, except that replacement of vegetation shall be similar to that existing prior to the work and no structures, paved surfaces, or mature trees shall be required to be re-installed or replaced. Grantee shall not build any structures in the easement area or pave over the easement area and shall not plant vegetation in the easement area which has roots that may interfere with the below ground utilities of Grantor or others authorized to use the easement area by Grantor.

Grantee accepts the quit claim and conveyance provided above herein and acknowledges that two cistern buildings were constructed by Grantor and remain on a portion of the real property that is the subject of this Agreement pursuant to an Indenture provided by Grantee's predecessors in interest and dated April 3, 1907, and recorded with the Chelan County Auditor on May 4, 1908, under Auditor's File No. 22574. Grantee hereby accepts this quit claim and conveyance of the real property and improvements described in this Agreement from Grantor "as is, where is" without any warranty by Grantor with respect to fitness of the cistern buildings for any purpose. Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all claims arising out of the existence of the cistern buildings located on the property described in this Agreement. Grantee further acknowledges that Grantor has made no representations whatsoever with respect to the current condition or future potential use of the cistern buildings and Grantee recognizes that any future use of the cistern buildings by Grantee will be subject to development regulations in effect in the City of Cashmere at the time a completed application for development is submitted to the City of Cashmere.

Except as specifically provided above herein, with respect to the Grantee's indemnification of Grantor, in any legal dispute between Grantor and Grantee arising out of the existence of this Agreement, each party shall pay its own costs and attorneys' fees incurred therein, regardless of the outcome of the legal dispute.

This Agreement shall be recorded with the Chelan County Auditor and shall run with the land and the terms and conditions herein shall be binding upon Grantor and Grantee and their respective heirs, successors and assigns.

This Quit Claim Deed and Easement Agreement shall be effective upon approval and execution by the Grantor, which will follow approval and execution by the Grantee.

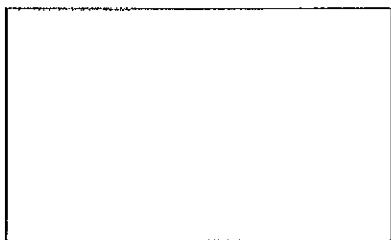
APPROVED by the City Council of the  
City of Cashmere, Washington at an  
Open Public Meeting the \_\_\_\_\_  
day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
By: Jeff Gomes, Mayor

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF CHELAN        )

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

Dated: \_\_\_\_\_



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notarial stamp/seal)



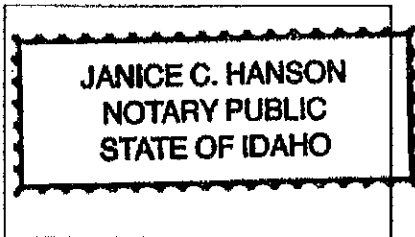
APPROVED by Melinda K. Birt, a married woman, dealing in her separate property the 2 day of April, 2013.

Melinda K. Birt  
Melinda K. Birt

STATE OF IDAHO )  
COUNTY OF Canyon ) ss.

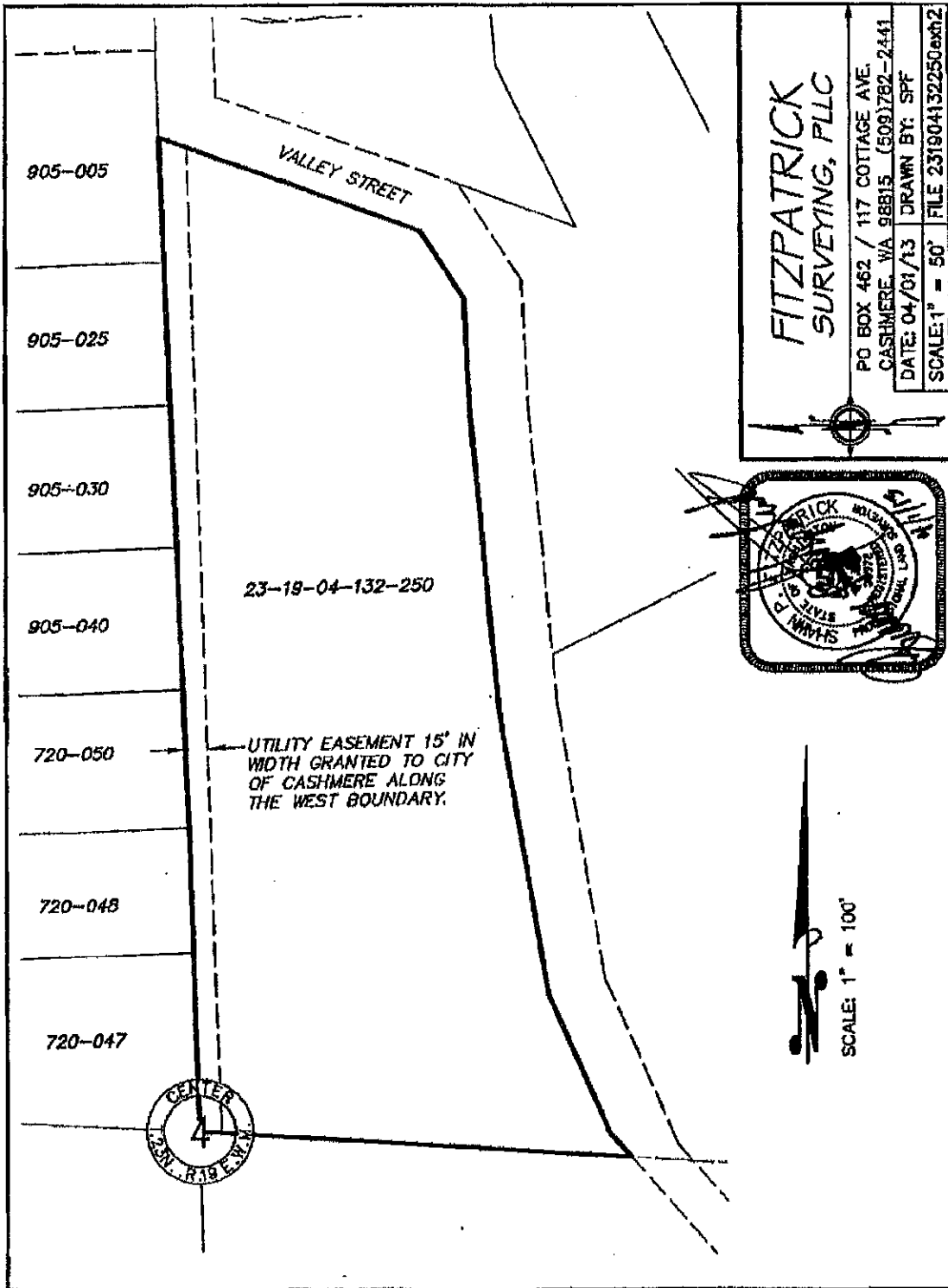
I certify that I know or have satisfactory evidence that MELINDA K. BIRT is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: April 2, 2013



(Use this space for notarial stamp/seal)

Janice C. Hanson  
Notary Public  
Print Name Janice C. Hanson  
My commission expires Sept 30, 2016



ALL-STATE LEGAL®  
Exhibit "A"