



City of Cashmere

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CASHMERE CITY COUNCIL MEETING
MONDAY, JUNE 24, 2013 7:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSE ABSENCE

ANNOUNCEMENTS & INFORMATION

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of June 10, 2013 Regular Study Session Meeting
2. Minutes of June 10, 2013 Regular Council Meeting
3. Payroll and Claims Packet Dated June 24, 2013

BUSINESS ITEMS

1. Law Enforcement for 2014

PROGRESS REPORTS

ADJOURNMENT

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).

**CITY OF CASHMERE
MINUTES OF REGULAR STUDY SESSION
MONDAY, JUNE 10, 2013 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:	Jim Fletcher Donna Wynne Derek Knutsen John Bryant	Skip Moore
Staff:	Bob Schmidt, Dir. of Operations Kay Jones, Clerk-Treasurer Mark Botello, Dir. of Planning/Bldg Chuck Zimmerman, City Attorney	

COST FOR PROVIDING LAW ENFORCEMENT

David Sherman reported that the Mayor, Director Schmidt and himself met with the Sheriff; he wasn't going to give specifics because the negotiations were ongoing. He did say, however, that the numbers they were discussing were lower than what the City is currently paying.

Mr. Sherman previously stated that he thought the City could have a two man City Police Department with a budget of \$210,000 to \$260,000. His budget came in at \$313,000, which he believes is estimated on the high end. He didn't discuss specific line item amounts with the council.

Mayor Gomes stated that the City would have control over the budget if we had our own PD, but we have no control over the County's budget. With the annual increases we've had with the County the last several years, we will be right back in the same position we are in now. The annual increases in the law enforcement contract are far greater than the increase in General Fund revenues. City's property tax revenues are limited to a 1% increase annually.

Councilor Fletcher stated that we need to know what our own PD would look and feel like before making a decision or be able to answer the questions from the public. The City needs to know what will happen if something big happens; what kind of aid will we get and is there a cost for that aid?

If Leavenworth puts together their own PD they have agreed to give the City mutual aid. Mr. Sherman assures that the State Patrol will aid at no cost if we follow the proper chain of command.

There is no way we can compare apples to apples. The services would be completely different. If we were to make a change to reduce the costs to what we can afford the services would be more like apples to pears. The question is would the citizens be willing to have law enforcement services that look and feel completely different in order to save costs and eliminate the need to increase taxes again? The City needs to have town meetings to get input from the citizens.

Mr. Sherman explained to the council that for liability reasons he is starting a consulting business. He discussed the difference between being a consultant for the city versus being the City Representative for the law enforcement contract. If and when the time comes and the City wants him to be a consultant to put together a City PD then he would have to take a temporary leave from the representative position. Once the City PD is put together he would like to continue to volunteer for that position.

They will be meeting with the Sheriff again next week for final numbers. With those final numbers the council will have to make a decision at the June 24th meeting on whether to move ahead with their own PD or stay with the County.

ADJOURNMENT

Mayor Gomes closed the study session at 7:00 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer

**MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY, JUNE 10, 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:	Jim Fletcher Donna Wynne Derek Knutsen John Bryant	Skip Moore
Staff:	Bob Schmidt, Director Kay Jones, 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 Moore. Motion carried.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of May 28 2013 Regular Council Meeting
Payroll and Claims Packet Dated June 10, 2013

Claim Check Nos. 33308 and 33314 through 33360 totaling \$57,881.10

Payroll Check Nos. 33309 through 33313 totaling \$91,364.08

MOVED by Councilor Bryant and seconded by Councilor Fletcher to approve the consent agenda. Motion carried.

REQUEST TO INCLUDE A PORTION OF SUNSET HIGHWAY IN THE ANN CHIPMAN ANNEXATION PETITION

Director Mark Botello explained that he would like to amend the annexation boundary and include a portion of Sunset Highway in the Chipman Annexation Petition. Staff would then be able to pursue funding for a future project that would continue improvements of Sunset Highway including sidewalk on the south side. The plan is to eventually have sidewalk all the way to Evergreen.

MOVED by Councilor Bryant and seconded by Councilor Wynne to include a portion of Sunset Highway in the Chipman Annexation Petition. Motion carried.

CASHMERE SWIM TEAM CITY POOL USE AGREEMENT

The proposed agreement clarifies that Swim Team agrees to pay the City to provide a minimum of two lifeguards for Team practice and Swim Team meets.

MOVED by Councilor Fletcher and seconded by Councilor Knutsen to approve the Cashmere Swim Team City Pool Use Agreement. Motion Carried.

RESOLUTION NO. 08-2013 AMENDING THE RATES AND CHARGES FOR THE CASHMERE PARKS AND CEMETERY

The proposed Resolution increases the general admission fee, punch pass and swim lessons for the swimming pool. The increases in Cemetery rates include cemetery services and the purchase of a lot.

MOVED by Councilor Fletcher and seconded by Councilor Bryant to approve Resolution No. 08-2013 amending the rates and charges for the Cashmere parks and cemetery. Motion carried.

The June 10, 2013 agenda reads Resolution No. 07-2013. The Resolution has been corrected to read Resolution No. 08-2013 amending the rates and charges for the Cashmere parks and cemetery.

PROGRESS REPORTS

Director Mark Botello reported that the Blue Flame is moving to the building where Mojo's used to be.

Director Bob Schmidt reported that the Pioneer and Tigner Road projects will be starting soon.

Councilor Bryant reported that the Kayak Festival at Riverside Park was very successful.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:25 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer

Filed for and return to:

Attn: City Clerk-Treasurer
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 municipal corporation; Chelan County, a political subdivision of the state of Washington

Grantee(s): City of Cashmere, a Washington municipal corporation; Chelan County, a political subdivision of the state of Washington

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

Abbreviated Legal Description: N/A

Legal Description: N/A

Assessor's Parcel Number(s): N/A

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES ("Agreement") is made and entered into by and between the City of Cashmere, a Washington municipal corporation (the "City"), and Chelan County, a political subdivision of the state of Washington ("County"), sometimes individually referred to as a "Party" or collectively referred to as the "Parties."

RECITALS

- A. The City is a municipal code city, located within the County, operating pursuant to Title 35A RCW. Pursuant to RCW 35A.12.020, the City is required to appoint a law enforcement chief to provide law enforcement services commensurate with his or her office to the City.

- B. The County is a political subdivision of the state of Washington, operating pursuant to Title 36 RCW.
- C. The Chelan County Sheriff, is a separately elected officer of the County ("Sheriff"). The Sheriff is the Chief Law Enforcement Officer of the County and, pursuant to RCW 36.28.010, is required to keep peace in the County.
- D. Pursuant to Chapter 39.34 RCW, public agencies may enter into agreements with one another for joint or cooperative action to provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.
- E. The City desires to utilize the services of the County's Sheriff, and the Sheriff's Office, to provide law enforcement services to, within, and throughout the City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are specifically and fully incorporated into the Agreement by this reference, and the covenants and agreements hereinafter set forth, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to memorialize the Parties' understanding and agreement as to the terms and conditions under which the Sheriff, including the Sheriff's Office, will provide law enforcement services to the City.

2. Authority. The County, acting by and through the Sheriff and the Sheriff's Office, shall be the City's law enforcement officer and agency for all purposes required by law. The City shall retain all police powers and, by virtue of this Agreement, the City confers municipal police authority on the Sheriff.

3. Term. The term of this Agreement shall extend for three (3) years, commencing on January 1, 2014 and ending on December 31, 2016, unless sooner terminated by the Parties as set forth herein.

4. Parties' Obligations.

4.1 County and/or Sheriff.

4.1.1 The County, acting by and through the Sheriff, shall provide law enforcement services to, within, and throughout the City in the same

capacity and at the same level as are provided to unincorporated County territory.

4.1.2 The Sheriff, or authorized designee, shall attend at least one regularly scheduled meeting of the City Council each month and shall provide the Council with an oral or written report detailing the Sheriff's recent activity in the City at such meeting.

4.1.3 The County and Sheriff, or authorized designee(s), shall participate in an annual meeting with City officials for purposes of discussing the Parties' performance under the Agreement up to the date of the meeting and goals or expectations for future performance under the Agreement.

4.2 City.

4.2.1 The City plans to construct space for law enforcement to utilize as an office in a City building. When the space is completed, and ready for occupancy, the County shall be permitted to occupy the space during the term of this Agreement for a Sheriff's Office.

4.2.2 The City shall make payment to the County for law enforcement services provided by the Sheriff, including the Sheriff's Office, pursuant to this Agreement. The cost for services shall be established and set forth in an annual amount, with payments made by the City on such amount in equally monthly installments. The annual cost for services shall increase by four percent (4%) during each year of the Agreement, with the first increase commencing in January 2015. The City shall make each monthly installment payment within fifteen days following the end of the month for which the services were provided. The annual costs for services and monthly installment payment amounts shall be as follows:

Year	Annual Amount	Monthly Installment
2014	\$339,000.00	\$28,250.00 p/mo.
2015	\$352,560.00	\$29,380.00 p/mo.
2016	\$366,662.40	\$30,555.20 p/mo.

5. Property. The ownership of all property and equipment utilized in association with any Party meeting their responsibilities under the terms of this Agreement, shall remain with the original owner at all times up to and following termination of the Agreement, unless otherwise specifically and mutually agreed upon in writing by the Parties to this Agreement.

6. Administration. This Agreement shall be administered by the Mayor, or his or her designee, on behalf of the City, and by the Sheriff, or his or her designee, on behalf of the County.

7. Independent Contractor. The County and City agree that the County, Sheriff, and Sheriff's Office employees are independent contractors with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties hereto. Neither the County, Sheriff, nor any employee of the County or Sheriff, shall be entitled to any benefits afforded City employees by virtue of the services provided under this Agreement.

8. No Joint Venture. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other Party. No joint venture or partnership is formed as a result of this Agreement. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

9. Notices. Notices required under this Agreement may be sent to either Party by certified or registered mail, return receipt requested, postage prepaid, or by facsimile at the addresses and numbers set forth below or may be delivered personally:

To County: Attn: County Commissioners
 Chelan County Commissioners
 401 Douglas Street, Suite 201
 Wenatchee, WA 98801

To City: Attn: Mayor
 City of Cashmere
 101 Woodring Street
 Cashmere, WA 98815

Notices shall be deemed delivered immediately upon personal service or three (3) business days after being mailed. Notices delivered by facsimile shall be deemed personally delivered upon the sender's receipt of a facsimile confirmation notice.

10. Indemnification. For purposes of this Section, the term "County" shall also include the Sheriff.

10.1 The County shall indemnify and hold harmless the City and its elected officials, officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of County, its elected officials, officers, agents and employees, relating to or arising out of performing services or

obligations pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense and if final judgment in said suit shall be rendered against the City, and/or its elected officials, officers, agents, and/or employees, or jointly against the City and County and/or any of their respective elected officials, officers, agents, and employees, the County shall satisfy the same.

10.2 The City shall indemnify and hold harmless the County and its elected officials, officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its elected officials, officers, agents and employees, relating to or arising out of performing services or obligations pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense and if final judgment in said suit shall be rendered against the County, and/or its elected officials, officers, agents, and/or employees, or jointly against the County and City and/or their respective elected officials, officers, agents, and employees, the City shall satisfy the same.

11. Termination. This Agreement may be terminated by either Party for any reason upon sixth (6) month's advance written notice given to the other Party; *provided, however*, no termination shall be effective until December 31 of any year following six months after the notice of termination is given. By way of example, if notice of termination is provided on August 1, 2014, the Agreement shall not terminate until December 31, 2015. If notice of termination is provided on June 1, 2014, then the Agreement shall terminate effective December 31, 2014.

12. Governing Law. This Agreement shall be governed exclusively by the laws of the State of Washington. The venue of any action hereunder shall be in the Superior Court in and for Chelan County, Washington.

13. Waiver of Breach. The waiver by either Party of the breach of any provision of this Agreement by the other Party must be in writing and shall not operate or be construed as a waiver of any subsequent breach of the other Party.

14. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. There are no understandings or agreements between the Parties other than those set forth in this Agreement.

15. Modification. This Agreement may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement approved by the Board of County Commissioners, and by the City Council, and signed by the Parties.

16. Effective Date. This Agreement shall be effective following its approval and execution by both Parties and completion of the filing requirements set forth below herein.

17. Recording. Pursuant to RCW 39.34.040, this Agreement shall be recorded with the Chelan County Auditor. This Agreement shall also be filed with the City Clerk.

APPROVED BY the City Council of the
City of Cashmere at an Open Public
Meeting on the _____ day of
_____, 2013.

CITY OF CASHMERE

By: _____
JEFF GOMES, Mayor

ATTEST:

KAY JONES, City Clerk

APPROVED BY the Board of
Commissioners of Chelan County
at an Open Public Meeting
on the _____ day of
_____, 2013.

By: _____
Keith Goehner, Chairman

By: _____
Doug England

By: _____
Ron Walter

APPROVED BY the Chelan County Sheriff
on the _____ day of _____, 2013.

BRIAN BURNETT, Sheriff

- Total 2014 FTE Cost after increase to Mutual Benefit Discount = **\$155,752**

2014 – 2.5 FTE's	\$389,380
2015 – 2.5 FTE's	+ 4% = \$ 15,575 Total = \$404,955
2016 – 2.5 FTE's	+ 4% = \$ 16,198 Total = \$421,153

- Sheriff's Office to move office location back to Cashmere City Hall to re-establish and maintain better communications and partnership...
- Sheriff's Office is in discussions with Cashmere School District to contract for a School Resource Officer...
- Patrol vehicles to include graphics logo that say "Proudly Serving" with all contract city logos...

"PROUDLY SERVING"

