



City of Cashmere

101 Woodring Street
Cashmere, WA 98815
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CASHMERE CITY COUNCIL MEETING
MONDAY, SEPTEMBER 9, 2013 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSE ABSENCE

ANNOUNCEMENTS & INFORMATION

- August Financial Reports are on the website

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of August 26, 2013 Regular Council Meeting
2. Payroll and Claims Packet Dated September 9, 2013

BUSINESS ITEMS

1. Law Enforcement Service Agreement
2. Lease Agreement for Storage and Office Facilities
3. Interlocal Cooperation Agreement for the purpose of administering the Affordable Housing For All surcharge
4. Ordinance No. 1218 Amending the 2013 Budget

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)

**MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY, AUGUST 26, 2013 AT CASHMERE CITY HALL**

OPENING

Mayor Jeff Gomes opened the regular city council meeting 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, Director of Operations Kay Jones, Clerk-Treasurer Mark Botello, Dir of Planning/Building	

FLAG SALUTE

EXCUSED ABSENCE

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

ANNOUNCEMENTS & INFORMATION

Director Mark Botello handed out copies of the Sheriff's report for July that was hand delivered to the City.

Director Botello gave council members the draft Comprehensive Plan update and requested they send him their comments before the public hearing that's scheduled for September 23, 2013. Council action will be requested at the October 14.

Mayor Gomes invited the Council to attend a ceremony tonight at the Cashmere Fire Department at 7:00 p.m. A large plaque will be hung in the front window at the fire station honoring every firefighter with 20 years service.

PUBLIC COMMENT

No Public Comment.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of July 22, 2013 Regular Council Meeting

Payroll and Claims Packet Dated August 26, 2013

Claim Check Nos. 33584 and 33585 through 33614 totaling \$911026.09

Schedule a Public Hearing on September 23, 2013 at 6:00 pm for the 2013 Comprehensive Plan Update and Urban Growth Area Amendments

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

SMITH EXCAVATION CONTRACT FOR RIVERSIDE PARK IMPROVEMENT PROJECT

The contract between the City and Smith Excavation for the Riverside Park Improvement project is for a total of \$232,400. The contract includes completion of areas A, B and C of the adopted Park Plan.

Area "A" includes irrigation, landscaping, the welcome sign and miscellaneous work.

Area "B" includes development of the parking lot: asphalt, curbing, retention ponds, paint striping and miscellaneous work.

Area "C" includes restroom site preparation, utility work and miscellaneous work.

Director Mark Botello explained that the only bid received for the parking lot came in higher than anticipated and budgeted, partly due to enlarging the parking lot area for the rafters to park their trailers along the edge of Area "A". Staff is requesting a budget increase for the Riverside Park Improvement project in order to complete the project this year.

The first budget amendment would be to purchase the public restrooms and equipment in the amount of \$125,000 from the 412 Capital Wastewater Fund. RCW 35.67.010(7) identifies public restroom and sanitary facilities as being part of the system of sewerage. RCW 35.67.020(1) allows cities to use sewer funds to construct, purchase and maintain sanitary facilities/public restrooms. Purchasing the restrooms from the 412 Capital Wastewater fund would allow the funds budgeted in the 302 Capital Improvement fund to be used for and complete the development of the parking lot as outlined in the Construction Contract with Smith Excavation.

The second requested amendment would be to increase the Riverside Improvement project in the 302 Capital Improvement fund \$38,415. This would allow Area "A" to be completed this year instead of the 2014 budget. Landscaping this fall will give the grass and trees a better start.

Approving the contract with Smith Excavation for the Riverside Park Improvement project would be authorizing the budget increases and purchase of the Restrooms from the 412 Capital Wastewater fund.

MOVED by Councilor Bryant and seconded by Councilor Fletcher to approve the Smith Excavation Contract for the Riverside Park Improvement Project in the amount of \$232,400, authorizing the budget increases and the purchase of the restrooms of \$125,000 from the 412 Wastewater Capital Improvement Fund. Motion carried.

WANCO RADAR SPEED TRAILER

Staff requested three quotes for a speed trailer. The WANCO Radar Speed Trailer includes a

data collection kit. The data obtained from the speed trailer can be passed on to the Sheriff's department to inform them of the areas that need more traffic patrol. Also, the vehicle count information can be used by the city planning department for grant applications. The trailer is portable so it can be moved to any location of concern.

Staff is proposing that criminal justice program funds be used. The speed trailer qualifies for innovative law enforcement. Staff is requesting \$10,912, which includes a laptop computer to download information from the trailer.

MOVED by Councilor Fletcher and seconded by Councilor Wynne to approve the purchase of the radar speed trailer with the laptop using the criminal justice funds. Motion carried.

ORDINANCE NO 1217 AMENDING PROCEDURES FOR BILLING, COLLECTION AND TERMINATION OF SERVICE

Staff explained that even though the City follows the required procedures for notice of termination for delinquent accounts and for tenants of rental property the procedures are not specifically outlined in the city's code. The proposed ordinance outlines the required procedures and current practice.

MOVED by Councilor Fletcher and seconded by Councilor Bryant to adopt Ordinance No. 1217 amending procedures for billing, collection and termination of service. Motion carried.

PROGRESS REPORTS

Director Bob Schmidt reported that the headworks and maintenance buildings have been started, they have starting roofing the administration building, the basins and clarifiers are 75% complete. The project is on schedule. Director Schmidt pointed out that the project is 38% complete, whereas the RH2 Engineering contract is 58.5% complete. At this point it doesn't look like the project management is going to slow down. At a later date Schmidt will discuss the engineering contract with council.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 6:48 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer

LAW ENFORCEMENT SERVICE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2013, by and between the County of Chelan, a legal subdivision of the State of Washington, hereinafter referred to as the "County", having its principle place of business located at 350 Orondo Avenue, Wenatchee, Washington, and the City of Cashmere, a municipal corporation of the State of Washington, hereinafter referred to as the "City", having its principle place of business located at 101 Woodring Street, Cashmere, Washington, 98815, and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement functions within its boundaries by the Sheriff, and,

WHEREAS, the County is agreeable to rendering such services on the terms and conditions hereinafter set forth, and,

WHEREAS, such contracts are authorized and provided for by the provisions of Chapter 39.34 RCW. Pursuant to RCW 39.34.080, one or more public agencies may contract with one another to perform governmental services which each itself is authorized to perform;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I - PURPOSE

1.1 Purpose. The County agrees, by and through its Sheriff, to provide law enforcement services within the corporate limits of the City.

1.2 Municipal Authority. The City hereby confers municipal police authority on the County's employees who will provide Law Enforcement Services.

ARTICLE II - LAW ENFORCEMENT SERVICES

2.1 Law Enforcement Services. Such services shall encompass the duties and functions of the type within the jurisdiction of and customarily rendered by the Sheriff of

the County and the Police Chief of the City under the laws of the State of Washington.

2.2 Such services shall include the enforcement of statutes of the State of Washington and the municipal ordinances of the City, as are enforced by the Sheriff within unincorporated territory of said County and the Police Chief of the City.

2.3 Such Services shall include the designation of a Chief Executive Law Enforcement Officer, or Police Chief of the City pursuant to RCW 35A.12.020, effective January 1, 2014. The Sheriff or his/her designee will be the assigned Police Chief, consistent with the laws of the State of Washington.

2.4 Such services shall include a minimum of 2.5 fulltime employee (FTE) deputies assigned and scheduled to the City of Cashmere. Said personnel will provide patrol within the city.

2.5 Such services shall include: support services defined in Article III below, property/records management and retention in relationship to public safety and enforcement issues.

ARTICLE III - OTHER SERVICES

3.1 Support services will consist of:

A. Investigation services by the detectives division, investigating such crimes as major crimes (felony), drug offenses, fraud and such reports as missing persons, vice and major collisions. These detectives are supported by the patrol function as well as the crime scene analysis, crime laboratory, polygraph, identification and evidence control.

B. Special Operations services such as canine, SWAT, search and rescue, bomb disposal, aviations, marine, dive, and narcotics.

C. Emergency operations and home land security not covered by separate agreement.

3.2 Administrative services include planning and statistics, crime analysis, subpoena control, training, weapons permits, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, inspections/internal investigations and other services provided by other county

departments in support of the Chelan County Sheriff.

3.3 Dispatch communications services shall be provided by RiverCom.

RiverCom services are provided through Interlocal agreement with Chelan County. The City of Cashmere shall pay its share of Rivercom costs based upon calls for service within the city limits.

ARTICLE IV - PERSONNEL

4.1 The rendition of such services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain in the County.

4.2 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County Deputy and employee engaged in performing any such service and function shall be deemed to be an officer of said City while performing service for said City, which service is within the scope of this Agreement and is a municipal function.

4.3 The level, degree and type of city services and the number of positions assigned to those services shall be determined by the Sheriff or his/her designee, after consultation with the City. In the event of an emergency as determined by the Sheriff which results in the staffing level being less than described in this agreement, the County will make every effort to minimize the impact to staffing levels within the City. Discretionary overtime services may be purchased by the City and assigned for the sole benefit of the City. While the Sheriff controls the employees, standard of performance, discipline, and all other aspects of performance of the employees assigned to provide Law Enforcement Services, the City may submit comments thereon to the Sheriff.

ARTICLE V - EQUIPMENT

5.1 The County shall furnish and supply all necessary equipment, communication facilities and vehicles and supplies necessary to maintain the level of service to be rendered hereunder, and shall pay all salaries and employee benefits and other costs in connection therewith.

5.2 Computers. The county will provide mobile data computers to assigned Deputies. The computers will assist the Deputies with computer aided dispatching and records management.

5.3 Special supplies. The city will supply at its own cost and expense any special supplies, stationary, notices, forms, and like where such must be issued in the name of the City.

5.4 The County shall provide an emergency communications frequency 155.370 (LERN). This frequency is to be used for emergency situations only. The County will maintain control of this frequency.

5.5 The City shall furnish office and storage space pursuant to separate lease, the term of which shall be the same as this agreement for law enforcement services.

ARTICLE VI - COMPENSATION

6.1 The City shall pay to the County the following amounts for said police protection and law enforcement services to be paid in quarterly installments, each installment payable in advance on or before the fifteenth day of each quarter. Said payment shall be credited in full as revenue to the Sheriff's department in the Chelan County budget. Costs are determined by number of FTE's.

6.1.1	Year 2014	\$ 383,100
6.1.2	Year 2015	\$ 398,424
6.1.3	Year 2016	\$ 414,361
6.1.4	Year 2017	\$ 430,935

6.2 The City shall pay to the County for dispatch services those amounts required by RiverCom for services provided within the City limits. RiverCom Costs will be determined annually prior to the beginning of each year. The City shall pay quarterly installments, each installment payable in advance on or before the fifteenth day of each quarter.

6.3 Discretionary Overtime. The City shall also pay to the County those overtime expenses for regular deputies (excluding reserves and/or volunteers) incurred by the County for the following, to-wit:

- (a) Planned, advertised special events created by the city that require additional Sheriff's Office personnel assigned to the City, after notice to the Sheriff.

ARTICLE VII - REPORTING

7.1 Such services shall include a regular report of public safety issues within the city and region. Separate reporting districts consisting of incorporated and unincorporated areas will be maintained to enable accurate data collection on law enforcement services provided and call for service activity.

7.2 A representative of the Sheriff's Office shall make a report to the City Council either monthly or quarterly as requested by the City. The report shall include the following as it pertains to operations in the City of the preceding month or quarter.

- (a). Calls for service;
- (b). Violations, title 46;
- (c). Field Interviews;
- (d). Total number of hours spent by deputies and reserve deputies patrolling with the City limits;
- (e). Total number of hours spent on foot patrol in the City's downtown core;
- (f). Total number of hours spent on bike patrol within the City limits;
- (g). Total number of training hours of assigned personnel;
- (h). Number of felony/misdemeanor crimes committed within the City.

7.3 In addition to the information included in the above stated reports to the City Council, the Sheriff's Office shall provide the following information related to crime within the City on an annual basis for the purpose of measuring the effectiveness for crime control services:

(a). Prevention of crime: Number of reported crimes within the City by type of crime (including categories to represent property crimes and crimes against person).

(b). Apprehension of offenders: Percentage of reported crimes which are ultimately "cleared," whether by arrest, recovery of stolen property or other "exception".

7.4 The county will notify the city of a significant unusual occurrence within the City, in a timely manner. The order of contact will be the Mayor or Mayor Pro-tem.

ARTICLE VIII - PLANNING

8.1 The County and City will develop a multi-year police services plan. The plan will document the long term vision of the county and city for police services; to include departmental missions and goals. With an ability to identify strategic goals for accomplishing the vision; the plan will be action oriented with a strong emphasis on achieving practical outcomes. The plan will outline the goals and operational objectives of the future of police services. It will be the goal to guide the City and County into a continual program of improvement. The plan will address activities based on, but not limited to, anticipated workloads, population trends, staffing levels, community needs, capital improvement and equipment needs. This direction should provide the members of the police services of the County and City a set of expectations and issues to guide their activities toward common goals and objectives. The content of this plan will be evaluated on a continual basis to insure that our objectives parallel with trends observed in the City, County, State and Nation.

ARTICLE IX - AGREEMENT ADMINISTRATION

9.1 Unless sooner terminated as provided for herein, this Agreement shall take effect on the first day of January, 2014 at 12:00 a.m. and shall terminate at midnight on the 31st day of December, 2017.

9.2 This Agreement may be terminated by either Party for any reason upon six (6) month's advance written notice given to the other Party; provided no termination shall be effective until December 31 of any year following six months after the notice of termination is given. For 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.

9.3 Termination Transition Plan: Upon the provision of a written notice of termination, the parties shall establish a written plan for orderly transition of law enforcement services from the county to the city, or the city's designee. Said plan shall address all issues related to the transition of law enforcement services including without limitation, personnel, conveyance of capital equipment, workload and assignment of transition tasks. Each party shall bear its own cost in developing said plan.

9.4 Notice. The contract personnel for each party hereto, for notices required hereunder, audits, inspections and enforcement of this Agreement are designated as follows:

Chelan County Sheriff, or designee	City of Cashmere Mayor, or designee
401 Washington Street Level 1	101 Woodring Street
Wenatchee, WA 98801	Cashmere, WA 98815

ARTICLE X - INDEMNIFICATION.

10.1 The County shall indemnify, defend and hold harmless the City, its elected and appointed officials, employees and agents from and against any loss or claim for damages of any nature whatsoever, arising out of the provision of Law Enforcement Services provided pursuant to the provisions of this agreement, except to the extent such damages are caused by the negligent or willful act or omission of the City, its elected or appointed officials, officers, employees, agents, or a third party. Nothing herein shall be deemed to constitute a waiver by the County of its immunity pursuant to Title 51 RCW.

10.2 The City shall indemnify, defend and hold harmless the County, its officers, agents, appointed and elected officials and employees, from any loss or claim for damages of any nature whatsoever, arising out of any negligent or willful act or omission of the City, its elected or appointed officials, officers, agents, or employees.

ARTICLE XI - AGREEMENT OVERSIGHT

11.1 The City and County agree to establish an oversight committee consisting of the chief executive officers or their designees; the Sheriff or his/her designee, the County Commissioners or their designee, and the Mayor or his/her designee.

11.2 The Committee shall meet at least bi-annually to ensure the parties of this agreement comply with the provisions set forth by the agreement, including administration of the agreement and management of the services provided.

11.3 In addition the committee shall review personnel, training and standards and may make recommendations to the County and City for improvement or recognition.

11.4 If there is an operational problem or agreement dispute the committee may review and attempt to resolve the problem or dispute. If the committee is unable to resolve the problem or dispute, this agreement shall be construed in accordance with the laws of the State of Washington.

11.5 The Oversight Committee is responsible for proposing amendments to this agreement, which could then be agreed by the City and County legislative bodies.

ARTICLE XII - DISPUTES

12.1 Dispute Resolution Process: In case of a dispute over the performance or meaning of the provisions of this Agreement which has not been resolved through discussion between the Parties, said dispute shall be submitted to a Dispute Resolution Board consisting of three individuals; one appointed by each party and the third selected by the two initial members. Said board shall decide matters by majority vote. If either Party is not satisfied with the result, it may utilize any other remedy to which it may be entitled at law or in equity.

ARTICLE XIII - PAYMENT AND INSURANCE

13.1 Invoicing by the County. The County shall provide separate invoices to the City by the first day of January, April, July, and October for the Base Service Fee for the first, second, third and fourth quarter, respectively, and for the Discretionary Overtime Fee for the second, third, fourth and first quarters, respectively. Such invoice shall also

reflect appropriate credits for payments to be made by the County to the City for each such quarter, as set out in other sections of this Agreement.

13.2 Payment. City shall pay the Service Fee invoiced by the County on or before the fifteenth day of January, April, July and October, respectively.

13.3 Overdue Payments. If any portion of the Service Fee is not paid by the City when due, the unpaid balance shall bear interest thereon from the date such payment was due to the date of receipt of payment at the rate of twelve percent (12%) per annum.

13.4 Insurance City. The City shall maintain at all times during the term of this Agreement a general liability insurance policy, or other comparable coverage, with a self-insured retention of no more than \$500,000, and a policy limit of no less than \$2,000,000.

13.5 Insurance County. The County shall maintain at all times during the term of this Agreement a general liability insurance policy, or other comparable coverage, with a self-insured retention of no more than \$500,000 and a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 aggregate limits. An insurance certificate or equivalent evidencing the required coverage shall be furnished to the City upon request.

ARTICLE XIV - MISCELLANEOUS

14.1 Entire Agreement. This Agreement represents the entire and integrated Agreement between the City and the County and supersedes all prior negotiations, representations or agreements, either written or oral.

14.2 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 by such other Party.

14.3 Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any acts contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail but in such event, the provisions of this Agreement

affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

14.4 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in Chelan County Superior Court.

14.5 Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

14.6 Non-discrimination. The County and City certify that they are Equal Opportunity Employers. The County has developed and implemented affirmative action programs in accordance with the guidelines in revised order 4 of the United States Department of Labor. If required, the City will develop and implement affirmative action programs that meet the applicable federal standards.

14.7 Attorney's Fees and Costs. Each Party shall bear its own attorney's fees and costs in the resolution of a dispute or litigation.

IN WITNESS WHEREOF, the City of Cashmere by Resolution duly appointed by its Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Chelan by Agreement of its Board of County Commissioners has caused these present to be subscribed by said Board of County Commissioners and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all on the day and year first above written.

CITY OF CASHMERE

By: _____
Mayor

ATTEST: _____
Clerk

CHELAN COUNTY BOARD OF COMMISSIONERS

Chairman

Commissioner

Commissioner

ATTEST:

APPROVED:

By: _____
Clerk of the Board

Chelan County Sheriff

Lease Agreement for Storage and Office Facilities

This Lease, is made and entered into as of the _____ day of _____, 2013, by and between Chelan County, by and through the Board of Commissioners and Sheriff, (Lessee), whose address is 400 Douglas Street, Wenatchee, WA 98801, and the City of Cashmere, (Lessor), whose address is 101 Woodring Street, Cashmere, WA 98815.

WITNESSETH the parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. Whereas the Lessor, Cashmere, and Lessee, Chelan County, are participants in a law enforcement services contract effective for the years 2014 through 2017, whereby the Sheriff provides Cashmere with law enforcement services.

2. Lessor hereby leases to the Lessee the following described premises: space in the buildings and parking lot located at 101 Woodring St, Cashmere, WA, owned by the City of Cashmere, situated on Assessor's parcel number 23 19 04 930 236, and otherwise legally described as Plat of Woodring, Block 2, Lots 28 through 32. Said building and parking spaces consisting of portions of the first and second floors of Lessor's City Hall and the Lessor's garage as depicted by the shaded areas including descriptions shown on Exhibit A attached and incorporated herein, to be used exclusively for Sheriff's office needs, equipment, and vehicle storage, and other uses at the discretion of the Sheriff.

3. To have and hold the premises with their appurtenances for the term beginning the 1st day of January, 2014 and ending the 31st day of December 2017. Rent due Cashmere from the Sheriff shall be \$30,000 annually, \$2,500 per month, payable by the 15th day of each month. The annual rent due and the corresponding monthly payments shall increase by 4% on January 1, 2015, and on each January 1 thereafter for the term of this lease. It is intended that this lease agreement shall be in effect during the same period that the law enforcement services contract is in effect.

4. The parties are authorized pursuant to RCW 39.34 to enter into this Agreement for Lease between municipal corporations. Lessee shall not assign this Lease and shall not sublet the premises.

5. The Lessor shall furnish to the Lessee, during the occupancy of the premises, under the terms of this Lease, as part of the rental consideration, the following:

Office and storage areas, parking and all utilities, excluding telephone.

6. Lessor shall, unless herein specified to the contrary, maintain the premises in good repair and tenable condition during the continuance of this Lease, except in case of damage arising from the acts or the negligence of the Lessee's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at any reasonable time, but only after 24 hour notice to Lessee, to enter and inspect the premises and to make any necessary repairs to the building.

7. The Lessee shall have the right during the existence of this Lease, to make alterations, attach fixtures, and erect additions, or structures or signs, in or upon the premises hereby leased, which fixtures, additions or structures so placed in or upon or attached to the said premises shall be and remain the property of the Lessee and may be removed there from by the Lessee upon the termination of this Lease.

8. In the event the leased premises are destroyed or injured by fire, earthquake or other casualties so as to render the premises totally or partially unfit for occupancy, or the Lessor neglects, refuses, or is unable to restore said premises to their former condition, then the Lessee may terminate this Lease, but Lessor shall not be required to provide alternate premises.

9. It is understood that no guarantees, express, or implied, representations, promises or statements have been made by the Lessee or Lessor unless endorsed hereon in writing.

10. The Lessee shall not sublet or assign the premises nor allow any other person or business to use or occupy the premises without the prior written consent of the Lessor.

11. Upon default in any term or condition of this Lease, the Parties shall have the right to undertake any or all other remedies permitted by law.

12. This Lease shall be binding upon, and inure to the benefit of, the parties, their heirs, successors, and assigns.

13. Upon termination of the law enforcement services agreement between the Parties, this Lease shall terminate automatically.

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

By: _____
Brian Burnett

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

ATTEST:

By: _____
Carlye Dunning, Clerk of the Board

Cashmere City Hall

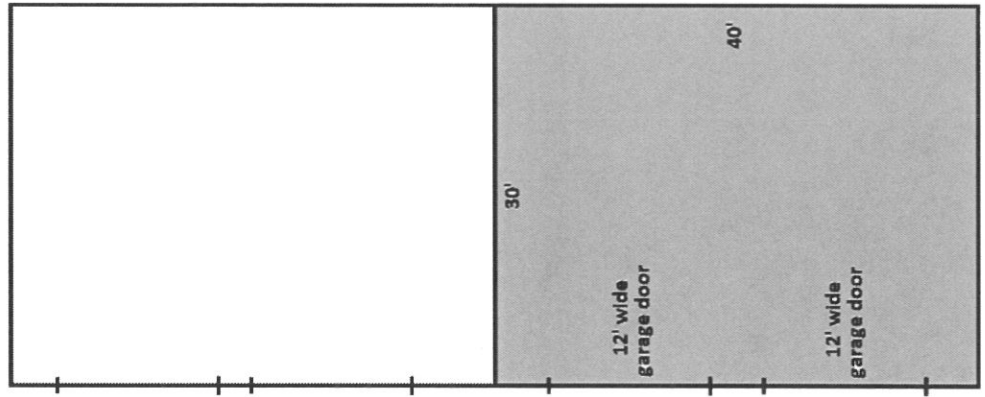
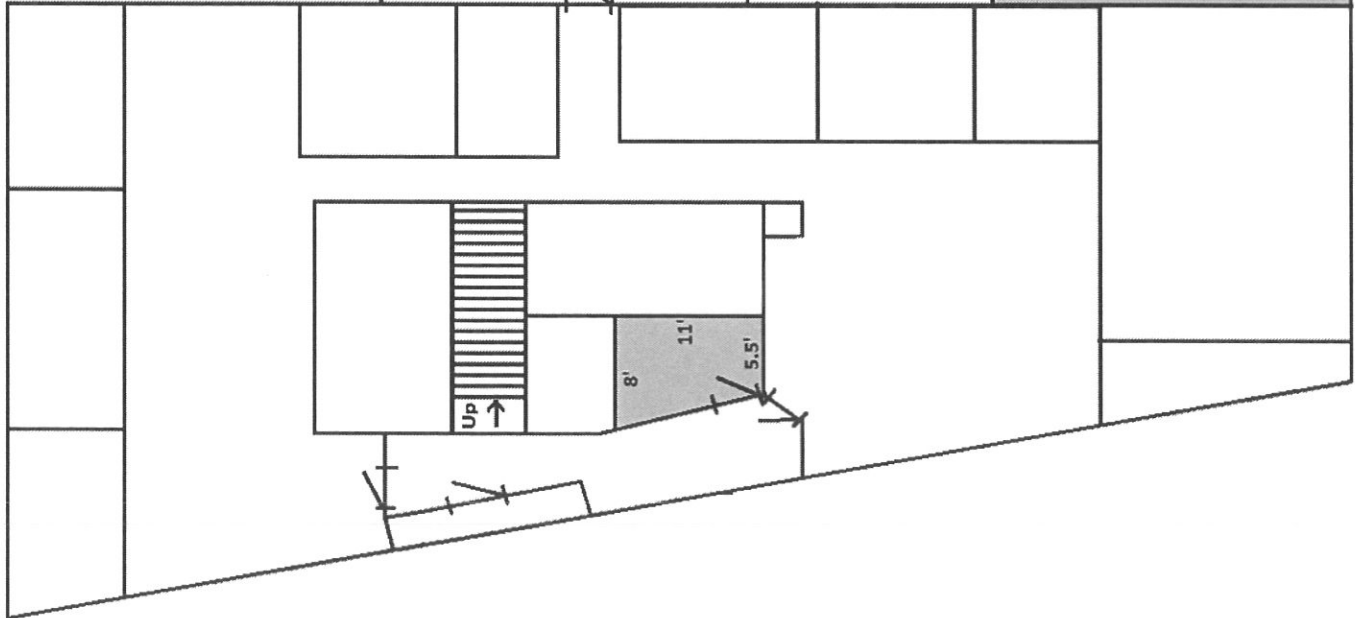
First floor

Sheriff dedicated areas in grey.

Office directly off of the entry

40' x 30' heated garage bay

30' x 40' unheated double garage bay



12' wide garage door

30'

12' wide garage door

30'

40'

12' wide garage door

Cashmere City Hall

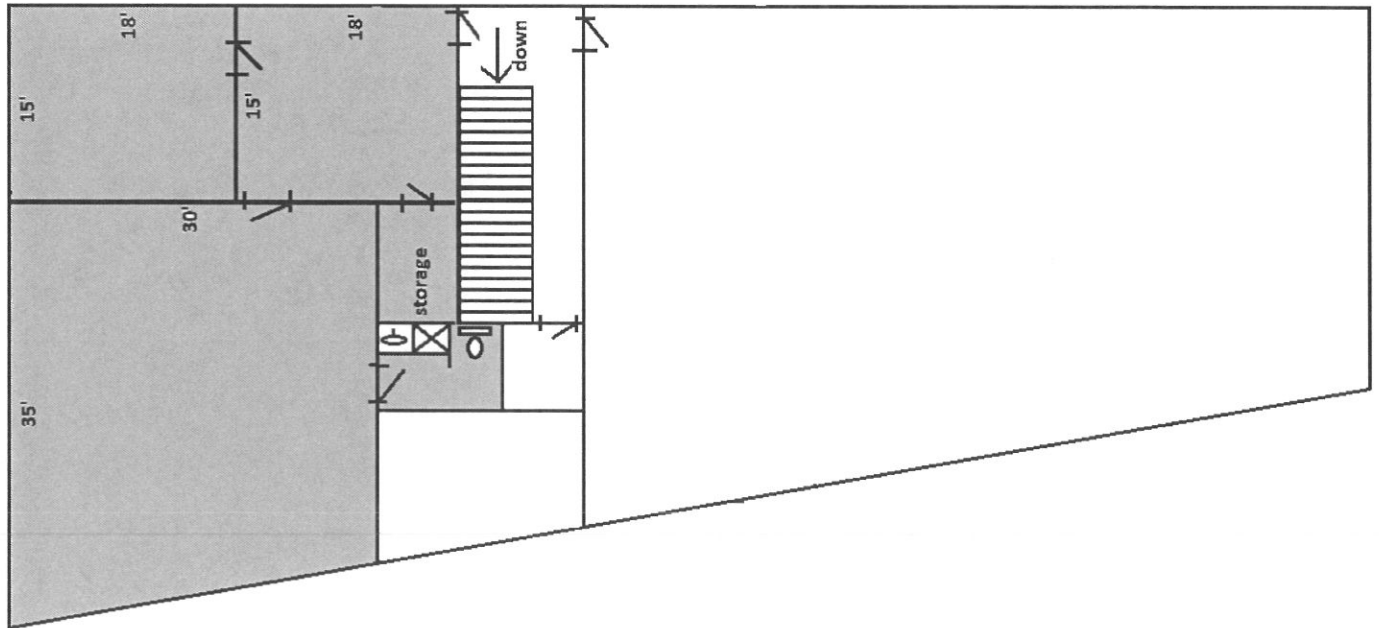
Second floor

Sheriff dedicated areas in grey.

Three rooms

Storage closet

Bath room



INTERLOCAL AGREEMENT

INTERLOCAL COOPERATION AGREEMENT BETWEEN CHELAN COUNTY AND THE CITIES OF CASHMERE, CHELAN, ENTIAT, LEAVENWORTH, AND WENATCHEE FOR THE PURPOSE OF ADMINISTERING THE AFFORDABLE HOUSING FOR ALL SURCHARGE PURSUANT TO RCW 36.22.178

This agreement is entered into between Chelan County and the cities of Cashmere, Chelan, Entiat, Leavenworth and Wenatchee for the purpose of creating an interlocal agreement for the use of funds created through the surcharge of ten dollars for each document recorded through the County Auditor's office to fund housing programs for very low income persons throughout Chelan County.

WHEREAS, the Washington State Legislature passed substitute House Bill 2060 during the 57th Legislative Session and Governor Locke signed the bill on April 2, 2002.

WHEREAS, this bill is codified at RCW 36.22.178 and authorizes a ten dollar surcharge on documents recorded through the County Auditor's office for the purpose of providing funds for housing programs for extremely low and very low income persons and

WHEREAS, various housing funds have either been cut back or require matching funds and

WHEREAS, there are housing needs and opportunities throughout the county, including within urban areas where public services and facilities are available to very low income families,

NOW THEREFORE, in consideration of the mutual housing benefits for very low income persons living throughout the entire Chelan County area, the above partners agree as follows:

1. The purpose of this agreement shall be to provide for the administration and expenditure of revenue generated from the recording surcharge authorized under the provisions of RCW 36.22.178.
2. That portion of the revenue generated from the surcharge that is allocable to very low income housing needs within Chelan County shall be collected by the Chelan County Auditor and held in a single fund by the Chelan County Treasurer, to be drawn upon by the parties to this agreement for use as provided under the terms of this agreement.
3. Expenditure of the funds collected from the recording surcharge shall be used for the following purposes set forth in RCW 36.22.178:
 - (a) Acquisition, construction, or rehabilitation of housing projects or units within housing projects that are affordable to very low-income persons with incomes at or below fifty percent of the area median income;
 - (b) Supporting building operation and maintenance costs of housing projects or units within housing projects eligible to receive housing trust funds, that are affordable to very low-income persons with incomes at or below fifty percent of the area median income, and that require a supplement to rent income to cover ongoing operating expenses;

- (c) Rental assistance vouchers for housing projects or units within housing projects that are affordable to very low-income persons with incomes at or below fifty percent of the area median income, to be administered by a local public housing authority or other local organization that has an existing rental assistance voucher program, consistent with the United States department of housing and urban development's section 8 rental assistance voucher program standards; and
- (d) Operating costs for emergency shelters and licensed overnight youth shelters.

4. To ensure that housing needs are met throughout Chelan County and cities, Chelan County shall distribute the funds using the following regional allocation formula:

Wenatchee	48%
Chelan	6%
Cashmere	6%
Leavenworth	6%
Entiat	2%
Chelan County	32%

Only Section that was amended

5. The parties agree that this agreement expired on June 30, 2011 but that it has been followed to the present time. This agreement shall remain in full force and effect until either party provides notice to terminate this agreement upon not less than 180 days prior written notice. Termination shall not occur until all contractually committed funding has been expended.

6. The cities shall agree to provide a written recap supporting the prior year's expenditures of the funds received. This report is to be forwarded to Chelan County by April 20 for the prior year. Chelan County will collect and distribute the written recaps to all parties and set a meeting date for the parties to share information about funded activities during the prior year for approximately April 20.

7. For the purposes of R.C.W.39.34.030(4)(a), the Chelan County Board of Commissioners is designated as the administrator responsible for overseeing and administering the joint or cooperative undertaking contemplated by this agreement (i.e., the joint designation of an administering agency to administer and expend the revenues generated by the recording surcharge as provided in this agreement). No property shall be acquired by the parties by reason of this joint or cooperative undertaking.

8. These funds will be collected by Chelan County and held in a single fund at the County. Upon the effective date of this Agreement, Chelan County shall disburse accumulated revenues to each city based on the allocation formula set forth in Section 4 on a quarterly basis. Until termination of this Agreement, Chelan County shall disburse additional revenue collected to the cities based on the allocation formula in Section 4 of this Agreement.

CHELAN COUNTY

DATED this ____ day of _____, 2013.

BOARD OF CHELAN COUNTY COMMISSIONERS

KEITH W. GOEHNER, CHAIRMAN

ATTEST: CARLYE DUNNING

DOUG ENGLAND, COMMISSIONER

Clerk of the Board

RON WALTER, COMMISSIONER

Approved as to Form:

Signature on original

CITY OF CASHMERE

DATED this ____ day of _____, 2013.

Name:

Title:

Approved as to Form:

ORDINANCE NO. 1218

AN ORDINANCE AMENDING ORDINANCE NO. 1207 OF THE CITY OF CASHMERE AND AMENDING THE BUDGET FOR 2013

WHEREAS, the City Council of the City of Cashmere finds that it is necessary and in the best interest of the City to amend certain fund appropriations authorized by the 2013 budget, to provide for additional revenues and expenditures not identified at the time of adoption of the original budget;

NOW, THEREFORE, the City Council of the City of Cashmere, Washington, does hereby ordain:

Section 1. Budget Amendment. The 2013 City of Cashmere Budget is amended as shown on Exhibit A:

Section 2. Amendment of Total Fund Appropriations. Ordinance No. 1207 is further amended as follows:

Estimated resources, including fund balances for each separate fund of the City of Cashmere, and aggregate totals for all such funds combined, for the year 2013, are set forth in summary form as shown on Exhibit B, and are hereby appropriated for expenditure at the fund level during the year 2013:

Section 3. Except as amended herein, Ordinance No. 1207 of the City of Cashmere and the 2012 budget of said City shall remain in full force and effect.

Section 4. This ordinance shall be in effect when it shall have been passed by the City Council of the City of Cashmere and signed by the Mayor and five (5) days after publication in accordance with law.

Passed by the City Council of the City of Cashmere this 9th day of September, 2013.

CITY OF CASHMERE

By: _____
Jeff Gomes, Mayor

Attest:

By: _____
Kay Jones, City Clerk-Treasurer

Approved as to form:

By: _____
Charles D. Zimmerman, City Attorney

EXHIBIT A
Ordinance 1218

FUND NAME	ORIGINAL BUDGET	AMENDED BUDGET	DIFFERENCE +/-
<u>003 PUBLIC WORKS FUND</u>			
Revenues			
<i>Beginning Fund Balance - Unreserved</i>	536,623	536,623	0
FHWA HBP- Sunset Hwy Project	0	78,000	78,000
State TIB Grant - Sunset Hwy Project	0	32,450	32,450
			110,450
Expenditures			
<i>Ending Fund Balance</i>	534,067	624,517	90,450
Sunset Hwy Project	0	20,000	20,000
			110,450
 <u>302 CAPITAL IMPROVEMENT FUND</u>			
Revenues			
<i>Beginning Fund Balance</i>	857,158	857,158	0
State TIB Grant - Pioneer Ave Project	325,000	369,579	44,579
Federal STP Grant - Railroad Ave Project	31,025	49,324	18,299
			62,878
Expenditures			
<i>Ending Fund Balance</i>	859,164	793,173	-65,991
Pioneer Construction Contractor	287,753	330,782	43,029
Pioneer Misc. Services	0	1,500	1,500
Subtotal			44,529
Ardeta Park Wages	0	5,345	5,345
Ardeta Park Benefits	0	2,655	2,655
Ardeta Park Supplies	0	3,800	3,800
Ardeta Park Design	0	300	300
Ardeta Park Outside Services	0	300	300
Subtotal			12,400
Riverside Park Wages		1,500	1,500
Riverside Park Benefits		750	750
Riverside Park Supplies		1,215	1,215
Riverside Park Surveying	2,000	5,805	3,805
Riverside Park Advert/ Publish	0	145	145
Riverside Park Const Contractor	206,526	237,526	31,000
Subtotal			38,415
Railroad Ave Design	42,000	44,300	2,300
Railroad Ave Surveying	6,500	7,725	1,225
Subtotal			3,525
City Hall Office/Bay Improvements	0	30,000	30,000
Subtotal			30,000
			62,878

EXHIBIT A
Ordinance 1218

FUND NAME	ORIGINAL BUDGET	AMENDED BUDGET	DIFFERENCE +/-
<u>412 WASTEWATER CAPITAL FUND</u>			
Revenues			
<i>Beginning Fund Balance</i>	174,618	174,618	<u>0</u>
			0
Expenditures			
<i>Ending Fund Balance-unreserved</i>	562,618	422,618	-140,000
Wastewater Capital Wages	0	3,250	3,250
Wastewater Capital Benefits	0	1,750	1,750
Wastewater Capital Supplies - Lagoons	0	15,000	15,000
Wastewater Misc Services	0	3,000	3,000
Wastewater Structure - Restrooms	0	117,000	<u>117,000</u>
			0

EXHIBIT B
Ordinance No. 1218

**Total Estimated Revenues and Appropriations by Fund
2013 Budget**

Fund Name	Beginning Balance	Estimated Revenues	Budgeted Appropriations	Ending Balance
001 General Government Fund	1,167,601	1,153,510	1,243,945	1,077,166
003 Public Works Fund	536,623	1,189,231	1,101,337	624,517
108 Lodging Tax Fund	0	5,000	5,000	0
302 Capital Improvement Fund	857,158	1,002,025	1,066,010	793,173
401 Water/Wastewater Fund	530,840	2,543,355	2,535,078	539,117
402 WW Construction Account	136,819	8,830,000	8,830,000	136,819
406 Sanitation Fund	373,252	524,760	491,693	406,319
411 Water Capital Fund	358,366	202,500	199,500	361,366
412 Wastewater Capital Fund	174,618	405,000	157,000	422,618
426 Jr. Lien Pretrt Bond, 2011	924,110	530,702	530,313	924,499
501 Equipment Rental Fund	654,541	271,420	155,175	770,786
702 Cemetery Endowment Fund	192,290	5,100	0	197,390
TOTAL ALL FUNDS	5,906,218	16,662,603	16,315,051	6,253,770
		22,568,821	22,568,821	