



City of Cashmere

101 Woodring Street
Cashmere, WA 98815
Ph (509) 782-3513 Fax (509) 782-2840
Website www.cityofcashmere.org

CASHMERE CITY COUNCIL MEETING
MONDAY, SEPTEMBER 23, 2013 6:00 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 September 9, 2013 Regular Council Meeting
2. Payroll and Claims Packet Dated September 23, 2013

BUSINESS ITEMS

3. Public Hearing on 2013 Comprehensive Plan Update and Urban Growth Area Amendments
4. Request for City Support for School Resource Officers

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, SEPTEMBER 9, 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:	Skip Moore Jim Fletcher Donna Wynne Derek Knutsen John Bryant	
Staff:	Bob Schmidt, Director of Operations Kay Jones, Clerk-Treasurer Mark Botello, Dir of Planning/Building Chuck Zimmerman, Attorney for the City	

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

No announcements.

PUBLIC COMMENT

No Public Comment.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of August 26, 2013 Regular Council Meeting
Payroll and Claims Packet Dated September 9, 2013
Claim Check Nos. 33616, 33643 and 33647 through 33684 totaling \$88,839.51
Payroll Check Nos. 33617 through 33642 totaling \$108,764.46
Manual Checks 33615, 33644 - 33646

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

LAW ENFORCEMENT SERVICE AGREEMENT

The proposed Law Enforcement Service Agreement has a term of four years; 2014 through 2017. The annual amount starts at \$383,100 and increases 4% annually. The Law Enforcement Service Agreement is tied to the Lease Agreement for Storage and Office Facilities.

MOVED by Councilor Fletcher and seconded by Councilor Bryant to approve the Law Enforcement Service Agreement as presented. Motion carried.

LEASE AGREEMENT FOR STORAGE AND OFFICE FACILITIES

The proposed Lease Agreement is for space in the buildings and parking lot at City Hall to be used exclusively for Sheriff's office needs, equipment and vehicle storage, and other uses at the discretion of the Sheriff. The Lease has a term of four years; 2014 through 2017. The annual lease amount starts at \$30,000 and increases 4% annually. The Lease Agreement for Storage and Office Facilities is tied to the Law Enforcement Service Agreement.

MOVED by Councilor Bryant and seconded by Councilor Wynne to approve the Lease Agreement for Storage and Office Facilities. Motion carried.

INTERLOCAL COOPERATION AGREEMENT FOR THE PURPOSE OF ADMINISTERING THE AFFORDABLE HOUSING FOR ALL SURCHARGE

The Interlocal Agreement has been in place for years. There are six parties in the agreement, Chelan County and the Cities of Cashmere, Chelan, Entiat, Leavenworth, and Wenatchee for administering the Affordable Housing For All surcharge. The City of Cashmere receives 6% of the revenues generated from the surcharge. The only revision on the proposed agreement is Section 5; the termination date has been removed. The Agreement will remain in full force until any party provides notice to terminate.

The City of Cashmere has an agreement allocating the City's portion to the Wenatchee Housing Authority for use in the Cashmere area. Council Bryant recused himself from voting on the matter since he serves on the Board of Directors for the Housing Authority.

MOVED by Councilor Fletcher and seconded by Councilor Knutsen to approve the Interlocal Cooperation Agreement for the purpose of administering the Affordable Housing For All surcharge. Motion carried with four in favor and Councilor Bryant abstaining.

ORDINANCE NO. 1218 AMENDING THE 2013 BUDGET

The majority of the budget amendments are due to projects the council has previously approved.

MOVED by Councilor Wynne and seconded by Councilor Moore to adopt Ordinance No. 1218 amending the 2013 Budget. Motion carried.

PROGRESS REPORTS

Director Mark Botello reported that he is working with a property owner that owns four houses on River Street. Three of the houses are being removed and replaced with new residential dwellings from Lexar Homes.

Also, the contractor for the Riverside Park project will begin next week.

Mayor Gomes reported that the Seventh Day Adventist Church likes the Riverside Park project and wants to help. They have volunteered to do the landscaping around the new welcome sign on Aplets Way.

Also, Gomes reported that he attended the Chelan County Solid Waste meeting. The County has lost the site for the Moderate Risk Waste material. Mayor Gomes informed them that Cell #3 at the Lagoons will soon be available and discussed the possibility of a regional collection site for brush, recycling and moderate risk material. Brenda Harn from Chelan County Solid Waste will work with Director Mark Botello.

Director Bob Schmidt reported that the Water Work Group meeting was very encouraging. Processing of the water rights may take place as early as next year.

Mayor Gomes reported that he has received a lot of input on the article that was on the front page of the Wenatchee World regarding Cashmere saying no to pot growing operations. All of the input he has received has been opposed to allowing that type of businesses in the City. On Facebook 70% was in favor of Cashmere saying no.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 6:35 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer

CASHMERE SCHOOL DISTRICT

210 S. Division
Cashmere, WA 98815

CONTRACT 2013 – 2014 School Year

In consideration of the promises and conditions contained herein, the Cashmere School District, hereafter referred to as the District, and Chelan County Sheriff's Office, hereafter referred to as the Contractor, do mutually agree as follows:

1. CONTRACTOR RESPONSIBILITIES

Contractor shall perform the following duties on the dates specified to the satisfaction of the Superintendent:

October 1, 2013 through June 13, 2014 excluding holidays and non-school days (winter break, spring break, summer break, etc).

Hours: Equal to .5 FTE per week, flexible schedule to meet the needs of both the Sheriff's Office and the District.

Duties shall include but not be limited to:

1. Be visible and accessible to students during lunch and passing periods. Presence should be friendly and inviting to students.
2. At close of school day SRO should strategically position self on street near secondary school main entrance to assist with traffic control.
3. During school hours move through out the building (interior/exterior) paying special attention to potential problem areas (bathrooms, unsupervised hallways, etc.).
4. Work with administration and staff to reduce use and possession of illegal substances at school. Diligently pursue reports/information of drug use/possession including follow up of reported sources.
5. Train or arrange training for staff in identifying persons under the influence of drugs/alcohol.
6. Assist administration in maintaining safe and orderly school atmosphere. Provide appropriate support when report of a crime (drug use/possession, theft, violence, etc.) is made by school administration.
7. Assist in arranging periodic "drug dog" visits to the Cashmere School District campus.
8. Monitor and report progress (monthly - via email) in dealing with drug issues (number of reports, arrests, trainings, contacts with parents, etc.).
9. Assist attendance clerks and principals in dealing with chronically truant students/families.

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| <p>10. Be visible on elementary school campus. Periodically attend elementary lunches and recess times so as to begin development of positive relationships with students.</p> <p>11. Arrange classroom visits with elementary students on topics like personal safety, emergency plans, and summer water safety.</p> <p>12. Assist principals/superintendent with emergency planning and drills. Provide coordination with Chelan County Sheriff's office during actual emergency or drills.</p> <p>13. Assist with activities/games on an as needed/available basis.</p> |
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In addition, contractor will provide a presence for approximately 3 hours at all high school football "home" games.

2. REIMBURSEMENT

In consideration of the Contractor's satisfactory performance of the responsibilities set forth herein, the District shall compensate and/or reimburse the expenses of the Contractor as follows:

- The County shall provide tri-annual invoices to the Cashmere School District, by the first day of October, January, and April for the base service fee. The School District shall pay the invoices on or before the fifteenth of October, January and April, respectively. If any portion of the fee is not paid by the School District 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.

The base service fee for the 2013-2014 school year is \$37,575.60, to be invoiced as follows:

October 1, 2013,	\$12,525.20
January 1, 2014	\$12,525.20
April 1, 2014	\$12,525.20

Except as expressly provided herein, all expenses necessary to the Contractor's satisfactory performance of this Contract shall be born in full by the Contractor.

The Contractor shall submit a properly executed Contract Claim form.

3. PROHIBITION AGAINST ASSIGNMENT

Neither this contract nor any interest therein may be assigned by either party without obtaining the written consent of the other party.

4. INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR

Contractor shall perform all duties pursuant to this Contract as an independent contractor. The District shall not control or supervise the manner in which this Contract is performed except as specified in section; "Contractor Responsibilities" nor withhold or pay any taxes in behalf of the Contractor. Personal liability insurance is the responsibility of the Contractor and shall not be provided by the District.

5. INDEMNIFICATION

The Contractor and the District mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts in the performance of their services and duties under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis.

6. TERMINATION

This contract may be terminated by the District and or the Contractor at any time upon 60 days advance written notification. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the District and or Contractor as of midnight of the second day following the date if it's posting in the United States mail to the address listed herein.

In the event of termination by the District, Contractor shall be entitled to an equitable proration of the total compensation provided for herein for uncompensated services which have been performed as of termination and to the reimbursement of expenses incurred as of termination but solely to the extent such expenses are reimbursable pursuant to the provisions of this Contract.

7. NONDISCRIMINATION

No person shall, on the grounds of race, creed, color, national origin, sex, or handicapping condition be unlawfully excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under activity performed pursuant to this contract.

8. CONFLICT OF INTEREST

Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty pursuant to this Contract in which such person is an employee of the District.

9. ENTIRE AGREEMENT

This written Contract constitutes the entire agreement of the Contractor and the District. No alteration or variation of the terms of this Contract and no oral understanding or agreements not incorporated herein--unless made in writing between the parties hereto--shall be binding.

10. APPLICABLE LAW

In the event of conflict, the terms of this contract will at all times be superseded by the laws of the state of Washington. Venue for this contract will be Chelan County of the state of Washington.

IN WITNESS WHEREOF, the District and the Contractor have executed this Contract consisting of four pages.

Dated this ____ day of September, 2013.

BOARD OF CHELAN COUNTY COMMISSIONERS

KEITH W. GOEHNER, CHAIRMAN

ATTEST: CARLYE DUNNING

RON WALTER, COMMISSIONER

Clerk of the Board

DOUG ENGLAND, COMMISSIONER

BRIAN BURNETT, SHERIFF

DISTRICT

Superintendent/Designee

Signature