



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
TUESDAY, NOVEMBER 12, 2013 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSE ABSENCE

ANNOUNCEMENTS & INFORMATION

- October Financial Reports are on the website
- Certificate of Appreciation for Gerry Sollinger

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of October 28, 2013 Regular Council Meeting
2. Payroll and Claims Packet Dated November 12, 2013

BUSINESS ITEMS

1. Public Hearing on Preliminary Budget for 2014
2. Ordinance No. 1221 Authorizing the General Tax Levy
3. Interlocal Agreement for housing inmates in the Chelan County Regional Justice Center
4. Amending Chapter 6.24.010 Animal Licenses
5. Aplets Way LUPA – Letter of Understanding for Project Administration

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, OCTOBER 28, 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 | |

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Corporal Lake from Chelan County Sheriff's Department gave a report on the number of incidents and calls in Cashmere for August and September.

PUBLIC COMMENT

Daniel Scott and his two children Elani Scott and Adam Scott live next to the Wenatchee River. They walk along the river frequently and pick up trash. There is a lot of trash under the Cottage Avenue Bridge and some items are too large to put in their trash bags. They wanted to know if they brought the trash up and piled it alongside the road would the city pick it up.

Mayor Gomes told Mr. Scott to call city hall and the city would dispose of the garbage. The Council thanked the Scott family for their efforts.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of October 14, 2013 Regular Council Meeting

Payroll and Claims Packet Dated October 28, 2013

Claim Check Nos. 33816 through 33844 totaling \$1,697,386.55

Manual Check No. 33817

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

AMENDMENT NO. 2 TO OWNER-ENGINEER AGREEMENT – WASTEWATER TREATMENT FACILITY PROJECT

The original Owner-Engineer Agreement with RH2 for the Wastewater Treatment Facility project was \$2,705,202. In April 2012 RH2 Engineering requested an amendment to the agreement in the amount of \$615,640, which was approved by council.

RH2 Engineering presented Amendment No 2 to the Owner-Engineer Agreement in the amount of \$524,000. The Amendment increases General Administration of Construction Contract an additional \$305,000, Resident Project Representative (onsite inspection) an additional \$150,000 and an additional \$69,000 for Training and Operations Support.

Mayor Gomes stated that with the second amendment the increase to the original Agreement is 42% (\$1,139,640). Councilor Moore questioned the reason for the increase when the project or scope of work hasn't changed or enlarged.

Don Popoff and Rick Ballard from RH2 Engineering were present. Rick Ballard stated that the first amendment was for adding the Control Programming Services, which was a new task to their agreement and for additional work tasks for Final Design. As for the second amendment, Rick stated that it's difficult to bid a project three years out. They have spent a lot more time and effort than they estimated on administration and onsite inspection services. Rick explained that a contractors change orders can be very costly and can increase a project substantially. RH2's time and effort on the project shows because they have been successful in keeping the contractors change orders to less than 1%, which is very minimal.

Councilor Bryant questioned the \$69,000 for Training and Operations Support when there is \$43,088 already provided for in the agreement. Rick Ballard explained that the additional amount is for an outside company (Donohue and Associates) to come in and assist RH2 Engineering in providing the Training and Operations Support.

With Amendment No. 2 the Owner-Engineer Agreement for the Wastewater Treatment Facility project would be an adjusted \$3,844,842.

MOVED by Councilor Fletcher and seconded by Councilor Wynne to approve Amendment No. 2 to the Owner-Engineer Agreement in the amount of \$524,000. Motion carried.

RATIFY MAYOR'S SIGNATURE ON EASEMENT FOR OVERHEAD AND/OR UNDERGROUND UTILITY AT THE NEW WASTEWATER TREATMENT PLANT

Mayor Gomes explained that the PUD was at the WWTP site putting in a new electric service when they realized they didn't have an easement for the new line. The PUD wouldn't finish the project without an easement. Mayor Gomes had Attorney Chuck Zimmerman review and approve the easement before he signed it to keep the project moving.

MOVED by Councilor Fletcher and seconded by Councilor Moore to ratify the mayor's signature on the Easement for Overhead and/or Underground Utility at the WWTP project site. Motion carried.

PROPOSED RATES FOR 2014 LEGAL SERVICES

The proposed increase in rates for legal services for 2014 range from \$1 an hour increase for paralegals to \$4 to \$6 an hour for the three tiers of attorney rates. The attorney rate increases are between less than 2% and 3.5%.

MOVED by Councilor Fletcher and seconded by Councilor Wynne to approve the proposed rates for 2014 Legal Services. Motion carried.

PRELIMINARY BUDGET FOR 2014

Clerk-Treasurer Kay Jones gave a brief summary of the changes in the budget for 2014 compared to 2013. A public hearing is scheduled for the next council meeting to discuss the Preliminary Budget for 2014.

PROGRESS REPORTS

Clerk-Treasurer Kay Jones reported that on-line bill presentment and payment will begin on November 1st. She encouraged the council members to check it out and to sign up to go paperless. Her next goal is to go to full page utility bills next year. The full page utility bill will match the bill on-line that includes a graph to show usage. The office will be promoting the on-line paperless bill presentment in an effort to save printing and mailing costs.

Director Botello announced that he and Councilor Bryant will be attending another Chelan Douglas County Homeless Steering Committee next week. They will be reviewing grant applications and interviewing the applicants before awarding the grants.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 6:57 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer

ORDINANCE NO. 1221

AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, AUTHORIZING THE GENERAL PROPERTY TAX LEVY ALLOWED BY RCW 84.55.010; LEVYING THE GENERAL TAXES FOR THE CITY OF CASHMERE, ESTIMATED TO BE \$579,566.59, FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2014 ON ALL PROPERTY, INCLUDING REAL, PERSONAL, AND UTILITY PROPERTY IN SAID CITY WHICH IS SUBJECT TO TAXATION FOR THE PURPOSE OF CARRYING ON THE GENERAL GOVERNMENT OF SAID CITY FOR THE ENSUING YEAR AS REQUIRED BY LAW; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cashmere, Washington, having considered the City's anticipated financial requirements for 2014, and the amounts necessary and available to be raised by ad valorem taxes on real, personal and utility property; and

WHEREAS, after proper notice pursuant to RCW 84.55.120, the City Council held a public hearing on the 12th of November, 2013, wherein it considered revenue sources for the City's General Fund budget for 2014; and

WHEREAS, the City Council, after hearing, and after duly considering all relevant evidence and testimony presented, finds that the City of Cashmere will levy the general taxes for the City of Cashmere as allowed by RCW 84.55.010, in addition to the increase resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, in order to discharge the expected expenses and obligations of the City of Cashmere and in its best interest; and

WHEREAS, the City of Cashmere, Washington, has a population of less than 10,000;

NOW THEREFORE, the City Council of the City of Cashmere, Washington do ordain as follows:

Section 1. General Levy. The regular property tax levy, plus a 1% increase over the levy from the previous year in the amount of \$5,634.71, plus the maximum dollar amount allowed under the provisions of state law for new construction and improvements to property and any increase in the value of state-assessed property and any annexations that have occurred and refunds made, is hereby authorized for the 2014 property tax levy on all real, personal and utility property authorized for collection in 2014.

Section 2. Estimated Amount. For the purpose of compliance with RCW 84.52.020 the City Council estimates for budget purposes that the amount of property tax to be collected in the year 2014 pursuant to Section 1. of this ordinance is \$579,566.59.

Section 3. Certification and Collection. A certified copy of this ordinance shall be transmitted by the City of Cashmere Clerk/Treasurer to Chelan County and to such other governmental agencies as provided by law. Taxes levied hereunder shall be collected and paid to the Clerk/Treasurer of the City of Cashmere at the time and in the manner provided by the laws of the State of Washington.

Section 4. Department of Revenue Form. Attached hereto and marked as Exhibit A is a true and correct copy of the Department of Revenue form requested to be approved by Chelan County. This form is hereby approved and made a part of this ordinance as if set forth in full herein.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 6. Effective Date. This Ordinance shall take effect and be in full force five (5) days after this Ordinance or a summary thereof consisting of the title is published.

Passed by the City Council of the City of Cashmere and approved by the Mayor this 12th day of November, 2013.

CITY OF CASHMERE

By: _____
Jeff Gomes, Mayor

Attest:

For Kay Jones, City Clerk/Treasurer

Approved as to form:

Charles D. Zimmerman, City Attorney

Ordinance No:
Passed by the City Council:
Published in the Cashmere Valley Record:
Effective date:



Ordinance / Resolution No. 1221
RCW 84.55.120

WHEREAS, the City Council of City of Cashmere has met and considered
(Governing body of the taxing district) (Name of the taxing district)
its budget for the calendar year 2014; and,

WHEREAS, the districts actual levy amount from the previous year was \$ 563,470.58; and,
(Previous year's levy amount)

WHEREAS, the population of this district is more than or less than 10,000; and now, therefore,
(Check one)

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2014 tax year.
(Year of collection)

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 5,634.71
which is a percentage increase of 1 % from the previous year. This increase is exclusive of
(Percentage increase)

additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this 12 day of November, 2013.

If additional signatures are necessary, please attach additional page.

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30th. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: <http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc>.

To ask about the availability of this publication in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users, please call (360) 705-6718. For tax assistance, call (360) 534-1400.

**INTERLOCAL AGREEMENT BETWEEN CHELAN COUNTY, WASHINGTON AND THE CITY OF
CASHMERE, WASHINGTON, FOR THE HOUSING OF INMATES IN THE CHELAN COUNTY
REGIONAL JUSTICE CENTER**

THIS INTERLOCAL AGREEMENT is made and entered into by and between the City of CASHMERE, Washington, a Washington municipal corporation, hereinafter referred to as “City”, and Chelan County, Washington, hereinafter referred to as “Chelan County”, each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, The Chelan County Regional Justice Center and the City Mayor or designee are authorized by law to have charge and custody of the County Jail and the City prisoners or inmates, respectively; and

WHEREAS, the City wishes to designate the CCRJC as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Chelan County Department of Corrections is desirous of accepting and keeping in its custody such inmate(s) in the CCRJC for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any county to contract with any other county or city to perform any governmental service, activity or undertaking which each contracting county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate or inmates confined pursuant to this Agreement.

2. DURATION

This Agreement shall enter into full force and effect from **January 1, 2014 and end December 31, 2018**, subject to earlier termination as provided by Section 3 herein. Each successive year by June 30 an amendment of Section 6 Compensation will be presented as payment amount for the next year which will be based upon the average number of inmates generated from the City during the

immediately preceding three years. Nothing in this Agreement shall be construed to require the City to house inmates in Chelan County continuously.

3. TERMINATION

(a) By either party. This Agreement may be terminated without cause by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective sixty (60) working days after receipt of such notice. Within said sixty (60) days, the City agrees to remove its inmate(s) from the CCRJC.

(b) By the City due to lack of funding. The obligation of the City to pay Chelan County under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by the City. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then the City shall have the option of terminating the Agreement upon written notice to Chelan County, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to the City.

(c) Termination for Breach. In the event the City breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within seven (7) days of County's giving the City written notice thereof, or, if not reasonably capable of being cured within such seven (7) days, within such other period of time as may be reasonable in the circumstances, County may terminate the City's rights under this Agreement effective 30 days from date of receipt of notice to terminate in addition to and not in limitation of any other remedy of County at law or in equity, and the failure of County to exercise such right at any time shall not waive County's right to terminate for any future breach or default.

(d) In the event of termination of this agreement for any reason, the City shall compensate Chelan County for prisoners housed by Chelan County after notice of such termination until the City retakes its inmates in the same manner and at the same rates as if this Agreement had not been terminated.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

Chelan County: Chelan County Regional Justice Center
401 Washington St., Level 2
Wenatchee, WA 98801

Primary Contact Person: Curt Lutz, Director
Secondary Contact: Ron Wineinger, Deputy Director

City of Cashmere: City of Cashmere
101 Woodring Street
Cashmere, WA 98815

Primary Contact Person: Mayor
Secondary Contact: Clerk-Treasurer

Notices mailed shall be deemed given on the date mailed. The parties shall notify each other in writing of any change of address.

5. DEFINITIONS

The parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) Day. One prisoner day shall be each day or portion thereof which a prisoner appears in custody on the jail management system. The count shall be conducted by the jail management system and each participating jurisdiction shall be charged for each prisoner who is detained in the Regional Justice Center on a charge and/or conviction from the participating jurisdiction. If the prisoner has a pending charge and/or conviction from more than one jurisdiction, the cost for that prisoner shall be divided proportionately.

(b) Inmate Classifications shall be pursuant to the Chelan County Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

- (i) "Minimum" classification shall apply to those inmates who present a low risk to staff and the community.
- (ii) "Medium" classification shall apply to those inmates who present a moderate risk to staff and the community.
- (iii) "Maximum" classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION

(a) Annual Rate for Incarceration. Chelan County agrees to accept and house all of the City's inmates for annual compensation. This rate includes minimum, medium, and maximum classification inmates. The annual rate for incarceration shall be paid by the City in twelve (12) equal monthly installments due on the fifth (5) day of each month.

(b) Rate. The annual sum is based upon the average number of inmates generated from the City during the period from January 2010 through December 2012 with the daily

cost per inmate of \$73.50 per day. The parties agree that Chelan County will not charge The City a separate booking fee in addition to such annual compensation. The date of booking into the CCRJ of the City's inmates, no matter how little time of a twenty-four (24) hour day it constitutes, shall count as one day and shall be attributed to the City as a day of custody in Chelan County for purposes of calculating current and future average inmate population. The annual cost will be \$53,029.03 with monthly payments calculated at the annual rate divided by twelve (12) months for a monthly rate of \$4,419.09.

- (c) Reporting. Chelan County agrees to provide the City with a list of names of inmates at post release, the number of days housed, including the date and time of booking and date and time of release, for purposes of calculating current and future average inmate population.

7. RIGHT OF INSPECTION

The City shall have the right to inspect, at all reasonable times, all Chelan County facilities in which inmates of the City are confined in order to determine if such jail maintains standards of confinement acceptable to the City and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Chelan County shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLOUGHS, PASSES, AND WORK RELEASE

Chelan County agrees that no early releases or alternatives to incarceration, including furloughs, passes, electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

9. INMATE ACCOUNTS

Chelan County shall establish and maintain an account for each inmate received from the City and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. The Director of the CCRJC shall be accountable to the City for such inmate funds. At either the termination of this Agreement, the inmate's death, release from incarceration, or return to either the City or indefinite release to the court, the inmate's money shall be transferred to either the inmate's account in care of the City, at such time the City shall be accountable to the inmate for said fund, or to the inmate.

10. INMATE PROPERTY

The City may transfer to Chelan County only limited amounts of personal property of the City's inmates' recovered from or surrendered by inmates to the City upon booking. Personal property in excess of one simple "grocery bag" shall at no time be transferred to Chelan County.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Chelan County to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Chelan County, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Chelan County to provide services, treatment, facilities or programs to the City's inmates above, beyond or in addition to that required by applicable law.

12. MEDICAL SERVICES

(a) Inmates shall receive such medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the CCRJC. Chelan County shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the CCRJC, the City shall pay directly or reimburse Chelan County for any and all costs associated with the delivery of any emergency and/or major medical service provided to the City's inmates. The City shall be responsible for any and all medical, psychiatric and dental treatment provided outside of the CCRJC and shall be billed therefore. Examples of medical services which may be provided in the CCRJC but which are not routine, and for which the City shall be billed include, but are not necessarily limited to, HIV/AIDS treatment, chemotherapy, dialysis treatment, and hemophiliac treatment. No psychiatric or dental treatment can be provided in the CCRJC; all psychiatric and dental treatment of the City's inmates shall be billed to the City.

(b) An adequate record of all such services shall be kept by Chelan County for the City's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services of major consequence shall be reported to the City as soon as time permits.

(c) Should medical, psychiatric or dental services require hospitalization, the City agrees to compensate Chelan County dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, the City will be notified by contacting City Clerk-Treasurer at 509-782-3513 prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

13. DISCIPLINE

Chelan County shall have physical control over and power to execute disciplinary authority over all inmates of the City's. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. RECORDS AND REPORTS

(a) The City shall forward to Chelan County before or at the time of delivery of each inmate a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is

requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.

(b) Chelan County shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Chelan County, the City shall upon request be entitled to receive and be furnished with copies of any report or records associated with said inmate(s) incarceration.

15. REMOVAL FROM THE JAIL

An inmate of the City's legally confined in Chelan County shall not be removed there from by any person without written authorization from the City or by order of any court having jurisdiction. The City hereby designates City Clerk-Treasurer the official authorized to direct Chelan County to remove the City's inmates from the CCRJC. Chelan County agrees that no early releases or alternatives to incarceration including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, psychiatric, dental treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of Chelan County. In the event of any such emergency removal, Chelan County shall inform the City of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. ESCAPES

In the event any City inmate escapes from Chelan County's custody, Chelan County will use all reasonable means to recapture the inmate. The escape shall be reported immediately to the City. Chelan County shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Chelan County; however, Chelan County shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or countries.

17. DEATH OF AN INMATE

(a) In the event of the death of a City inmate, the Chelan County Coroner shall be notified. The City shall receive copies of any records made at or in connection with such notification.

(b) Chelan County shall immediately notify the City of the death of a City inmate, furnish information as requested, and follow the instructions of the City with regard to the disposition of the body. In the case of an unattended death, suspicious death, or criminal case, the Chelan County Coroner would have authority over the deceased and would coordinate with local law enforcement to finish the investigation prior to the release of the deceased inmate. The City hereby designates City Clerk-Treasurer the official authorized to request information from and provide instructions to Chelan County regarding deceased inmates. The body shall not be released except on written order of said appropriate official of the City. Written notice shall be provided within three (3) weekdays of receipt by the City of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by the City. With the City's consent, Chelan County may arrange

for burial and all matters related or incidental thereto, and all such expenses shall be paid by the City. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other persons for the disposition of the deceased or for any expenses connected therewith.

(c) The City shall receive a certified copy of the death certificate for any of its inmates who have dies while in Chelan County's custody.

18. RETAKE OF INMATES

Upon request from Chelan County, the City shall, at its expense, retake any City inmate within thirty-six (36) hours after receipt of such request. In the event the confinement of any City inmate is terminated for any reason, the City shall, at its expense, retake such inmate at the CCRJC Facility.

19. HOLD HARMLESS AND INDEMNIFICATION

Chelan County agrees to hold harmless, indemnify and defend the City, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of Chelan County, its officers, agents, or employees, in connection with the services required by the Agreement, provided, however, that:

(a) Chelan County's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of the City, its officers, agents or employees or sub-consultants; and

(b) Chelan County's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Chelan County and the City or of Chelan County and a third party other than an officer, agent or employee of Chelan County, shall apply only to the extent of the negligence or willful misconduct of Chelan County.

20. RIGHT OF REFUSAL AND TRANSPORTATION

(a) Chelan County shall have the right to refuse to accept any inmate from the City when, in the opinion of Chelan County, its inmate census is at capacity that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Chelan County shall further have the right to refuse to accept any inmate from the City who, in the judgment of Chelan County, has a current illness or injury which may adversely affect the operations of the CCRJC, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum security inmate pursuant to Chelan County's Objective Jail Classification System. The inmate should be an inmate who has already been sentenced by the jurisdiction, and should not be on pre-trial status.

(c) City prisoners incarcerated in Chelan County pursuant to this Agreement shall be transported to Chelan County and at the expense of Chelan County and shall be returned, if necessary, to the City by Chelan County personnel and at the County's expense provided that notice of the necessity of transport is received by Chelan County three (3) days prior to the time of expected transport. The City hereby designates City Clerk-Treasurer the official authorized to notify Chelan County of the dates for transport and the specific inmates to be transported.

21. INDEPENDENT CONTRACTOR

In providing services under this contract, Chelan County is an independent contractor and neither it or its officers, agents or employees are employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the City under any applicable law, rule or regulation.

22. GENERAL PROVISIONS

(a) 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 unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

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

(c) Attorney's Fees. In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any terms of this Agreement, the substantially prevailing party shall be entitled, in addition other relief, to such reasonable attorney's fees and costs as determined by the Court.

(d) 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 nor be construed as a waiver of any subsequent breach by such other party.

(e) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act 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.

(f) Filing. This Agreement shall be filed with the Chelan County Auditor's Office pursuant to RCW 39.34.040.

23. INTERPRETATION

This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

24. ACCESS TO RECORDS CLAUSE

The parties hereby agree that authorized representatives of the parties shall have access to any books, documents, paper and record of the other party that are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement, and work undertaken pursuant to this Agreement shall be retained by the parties for a period of three (3) years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

25. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made affective on the day and year first above written.

CITY OF CASHMERE, WA

BOARD OF CHELAN COUNTY
COMMISSIONERS

By: _____

Keith Goehner, Chair

ATTEST:

Doug England, Commissioner

City Clerk

Ron Walter, Commissioner

DATED: _____

ATTEST:
Carlye Dunning
Clerk of the Board

DATED: _____

Approved as to Form:

City of _____ Attorney

Curt Lutz, Director
Chelan County Regional Justice Center

Approved as to Form:

Douglas Shae, Chelan County Prosecutor

Staff Summary

Date: 11/5/2013
To: Mayor and City Council
From: Kay Jones, Clerk-Treasurer
RE: Amending Chapter 6.24.010 Animal Licenses

Kelly McGraw from the Humane Society has proposed the attached amendments to Chapter 6.24.010 Animal Licenses.

For the following reasons:

Expiration Date: They want to change the expiration date to a year from the date it is purchased. This will eliminate people paying full price for a partial year's license. This will also allow them to spread out the amount of licensing they do during different times of the year.

Printing "Animal Control" rather than "Cashmere" on tags: This will allow them to have one set of sequential numbers for all jurisdictions. This will eliminate double numbers and allow them to keep better track of where an animal belongs. The tags as they are now say Cashmere but have Animal Controls phone number on them so people are confused on who they are contacting when they find a dog with a license on it.

6.24.010 Animal licenses – Generally.

A. The following animal licenses shall be required: dog licenses, guard and attack dog licenses, and dangerous animal licenses. The licenses shall not be transferable. Applications for licenses and permits shall be made on forms approved by the director of the animal control authority and shall be accompanied by the fee set by city resolution and proof of alteration if the animal is altered. Licenses shall be issued in the name of the owner and shall be numbered serially. An identification tag inscribed with "~~Cashmere~~ Animal Control," a number corresponding to the license, and the license expiration date shall accompany each license issued. The licenses shall be issued for the period of one year from date purchased. ~~time from March 1st of each year to the last day of February of the following year.~~ Any owner of a dog which is four months of age or older must obtain a valid license for each such animal. Licenses shall be available January 1st of each year and must be purchased before the expiration date. ~~by March 1st of each year for the 12-month period commencing March 1st of said year and effective through the last day of February of the following year.~~



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

North Central Region
1551 North Wenatchee Avenue
Wenatchee, WA 98801-1156
509-667-3000 / FAX: 509-667-2940
TTY: 1-800-833-6388
www.wsdot.wa.gov

November 1, 2013

Mr. Mark Botello
City of Cashmere
101 Woodring St
Cashmere WA, 98815-1034

RE: Letter of Understanding for Project Administration

Dear Mr. Botello:

Congratulations on being awarded Transportation Regional funds for the "Aplets Way Preservation" project. I would like to take this opportunity to provide you with information that will hopefully assist you in smooth delivery of this project. This document clarifies roles and responsibilities that are required when using federal funds. Please have the appropriate person sign and return the document to me.

The Washington State Department of Transportation (Local Programs) is to define, for projects utilizing Federal funding, the responsibilities for grant administration, consultant selection, consultant agreements, development of plans, specifications, and estimate, environmental documents, acquisition of right of way, advertisement, award and execution of contract, and construction administration including but not limited to inspection, change orders and final project documentation.

The City of Cashmere, operating under an extension of Local Programs Certification Acceptance (CA), shall administer all associated projects entirely in accordance with the Local Agency Guidelines (LAG), this Letter of Understanding (LOU), and direction as provided by the Local Programs Engineer (LPE). Failure to comply with the LAG, this LOU, or the direction of the LPE may result in loss of Federal funds.

1) The STATE and the City of Cashmere have designated CA managers as shown below:

STATE DEPARTMENT OF
TRANSPORTATION
Local Programs Engineer
Paul Mahre
1551 North Wenatchee Avenue
Wenatchee, WA 98801-1156
(509) 667-3090
FAX (509) 667-2940

CITY OF CASHMERE
Project Manager
Mark Botello
101 Woodring St
Cashmere WA, 98815-1034
(509) 782-3513
FAX (509) 782-2840

All formal submittals outlined herein, either from the STATE or the City of Cashmere will be sent through the designated CA Manager.

- 2) The City of Cashmere should obtain concurrence from the Local Programs Engineer for any Grant application that requires CA status and administered under this document prior to submittal to the appropriate Grant Program administrator.
- 3) The City of Cashmere shall obtain approval from the LPE in the solicitation and selection of a consulting engineering firm for Preliminary Engineering, Right of Way and Construction Engineering services. In addition, the City of Cashmere shall obtain the approval from the LPE of the Consulting Engineering Agreement (see LAG chapter 31).
- 4) Contract Plans, specifications and Estimates (PS&E) shall be prepared in accordance with the current State of Washington Standard Specifications for Road, Bridge and Municipal Construction, amendments thereto, and adopted design standards (see LAG chapter 44). The LPE will review the PS&E to ensure compliance with the LAG.
- 5) Any deviations to design standards (see LAG Chapter 42) must be stamped by a Professional Engineer licensed in the State of Washington. The City of Cashmere shall submit the design deviation to the LPE for further processing and approval.
- 6) The City of Cashmere shall be responsible for all required environmental documentation (SEPA and NEPA) and shall submit all required NEPA documentation to the LPE for further processing and approval (see LAG chapter 24). The City of Cashmere shall be responsible for obtaining all required permits and approvals.
- 7) No Right of Way (R/W) action shall proceed without the concurrence from the Local Agency Right of Way Coordinator. The City of Cashmere shall follow current R/W Procedures as described in the LAG (see LAG chapter 25). The LPE shall be advised of all pre-R/W meetings. All acquisitions of R/W such as construction easements, donations, permits, etc. shall be certified by the City of Cashmere and the STATE.
- 8) The City of Cashmere shall forward the proposed advertisement for bids to the LPE for approval. Upon approval, the City of Cashmere may begin advertisement for bids (see LAG chapter 46). The City of Cashmere shall keep the LPE advised on any pre-award issues affecting the quality and timing of the contract. Any required addenda to the contract documents shall be approved by the LPE.
- 9) The City of Cashmere is required to utilize either a Certified Acceptance Agency or a consulting engineering firm for Construction Engineering services.
- 10) The City of Cashmere shall notify the LPE of the Bid Opening date and time. The City of Cashmere shall transmit to the LPE, the Engineer's Estimate and Bid Tabulations

along with the complete Bid Packages of the apparent three (3) lowest bidders. Upon approval by the LPE, the City of Cashmere may award the Contract to the lowest responsive bidder (see LAG chapter 46).

11) Upon the City of Cashmere's execution of the contract for construction, the City of Cashmere shall administer and inspect the Project in accordance with the contract documents, WSDOT Standard Specifications for Road Bridge and Municipal Construction, the WSDOT Construction Manual, the Local Agency Guidelines and all applicable State and Federal laws (see LAG chapter 52).

12) Changes to the contract will be documented by change order as defined in the current edition of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction Section 1-04.4. The City of Cashmere Project Manager shall initiate, negotiate, and document all change orders. Prior to obtaining the contractor signature the City of Cashmere Project Manager shall provide a copy of all change orders to the LPE for review. A copy of all executed Change Orders shall be sent to the LPE or the LPE's representative for final approval prior to notification to the contractor of the executed change order.

13) The City of Cashmere shall request the LPE to inspect the project prior to providing the final "punch list" to the Contractor (see LAG chapter 53).

Signature below constitutes concurrence with this Letter of Understanding.

CITY OF CASHMERE

By: _____
Jeff Gomes
Mayor
City of Cashmere

Date: _____

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: Paul J. Mahre
Paul J. Mahre, P.E.
Local Programs Engineer
WSDOT North Central Region

Date: 10/31/2013

Staff Summary

Date: November 12, 2013
To: Cashmere City Council
Mayor Gomes

From: Mark Botello
RE: Cities acceptance of the Riverside Park Improvement Project

The Riverside Park improvement project is substantially complete as of writing this staff summary. Yard Works Landscaping still has minor landscaping, but should be complete within the next few days.

STAFF RECOMMENDATION:

Motion to accept the Riverside Park improvement project and release remaining payment less 5% retainage.
