



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, OCTOBER 12, 2015 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

- September Financial Report is on the website

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of September 14, 2015 Regular Council Meeting
2. Payroll and Claims Packet Dated September 28, 2015
3. Payroll and Claims Packet Dated October 12, 2015
4. Set Public Hearing on Revenue Sources including possible increase in property tax October 26th
5. Set Public Hearing on Preliminary Budget November 9th
6. Set Public Hearing on Final Budget November 23rd

BUSINESS ITEMS

1. Interlocal Agreement for Equipment Sharing between City and Cashmere School District
2. Prosecution Service Agreement for 2016
3. Parking Area Lease Agreement between City and Bethlehem Construction

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 14, 2015 AT CASHMERE CITY HALL

OPENING

Mayor Gomes opened the regular city council meeting at 6:00 p.m. at City Hall. Secretary Teresa Prescott took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jeff Gomes	
Skip Moore	Jim Fletcher Dave Erickson Bob Abramoski	David Sherman
	Skip Moore	
Staff:	Mark Botello, Dir. of Planning/Building Teresa Prescott, Secretary	Kay Jones, Clerk-Treasurer Chuck Zimmerman, City Attorney

FLAG SALUTE

EXCUSE ABSENCE

MOVED by Councilor Moore and seconded by Councilor Erickson to excuse the absence of Councilor Sherman.

ANNOUNCEMENTS & INFORMATION

Mayor Gomes announced the city was given a flag for 9-11 by Congressman Reichert that has been flown over the nation's capital.

Mayor Gomes announced he is lifting the Level 1 Water Emergency due to the forecasted rain.

Richard DeRock from Link Transit will be meeting with Mayor Gomes and Councilor Fletcher to discuss a transit center for Cashmere. Cashmere is the only area town that does not have a transit center.

Mayor Gomes informed council that the RFPs for solid waste removal are due November 16.

PUBLIC COMMENT PERIOD

Cashmere Chamber Manager Dawn Collings announced there will be a general chamber meeting Tuesday, September 15 at 6:00 p.m. at Riverside Center. There will be several speakers and an update on chamber happenings.

APPROVAL OF AGENDA

MOVED by Councilor Fletcher and seconded by Councilor Moore to approve the agenda as submitted. Motion carried

CONSENT AGENDA

Minutes of August 24, 2015 Regular City Council Meeting
Payroll and Claims Packet Dated September 14, 2015

Claim Check Nos. #36060 and #36059 through #36116 totaling \$321,375.95
Payroll Checks #36035 through 36059 totaling \$123,813.40
Manual Checks 36061 through 36068

MOVED by Councilor Erickson and seconded by Councilor Abramoski to approve the consent agenda. Motion carried

CHELAN COUNTY PUD UPDATE

Darren Wurl from Chelan County PUD presented an update with before and after pictures showing the work the PUD has completed in Cashmere in the last year. Wurl stated they will be working on Olive Street in the near future.

TRANSFER OF CITY PROPERTY FOR STREET USE

It is a Federal requirement during the Aplets Way project to make the intersections ADA compliant. The City has to transfer a small part of the parking lot to public road use in order to comply with the requirement.

MOVED by Councilor Fletcher and seconded by Councilor Erickson to approve the transfer of City Property to public road use. Motion carried

PROGRESS REPORTS

Erik Howe, RH2 Engineering, gave a short recap of the work that has been completed on Aplets Way. Howe stated the contractor is a week behind schedule due to problems encountered when abandoned water lines were hit. The water lines were still live requiring the water to be shut off for repair each time. Howe discussed the timeline for the roundabout completion and when the sidewalks will be repaired at the intersection. The contractor is supposed to create a pathway for pedestrians until the sidewalks are done.

Mayor Gomes stated the County has received another million dollars toward the completion of the Goodwin Bridge from State STP funds.

Also, the 9-11 Memorial Dedication ceremony was a success with over 1,100 people attending.

ADJOURNMENT

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

Jeff Gomes, Mayor

Attest:

Teresa Prescott, Secretary

Filed for and return to:

Kay Jones, City Clerk/Treasurer
City of Cashmere
101 Woodring
Cashmere, WA 98815

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

Grantor(s): City of Cashmere ; Cashmere School District No. 222
Grantee(s): City of Cashmere; Cashmere School District No. 222
Reference Number(s) of Documents Assigned or Released: N/A
Abbreviated Legal Description: N/A
Complete or Additional Legal Description: N/A
Assessor's Parcel Number(s): N/A

INTERLOCAL AGREEMENT FOR EQUIPMENT SHARING

THIS INTERLOCAL AGREEMENT FOR EQUIPMENT SHARING (“Agreement”) is entered into by and between the CITY OF CASHMERE, a municipal corporation of the State of Washington (“CITY”), and CASHMERE SCHOOL DISTRICT NO. 222, a State of Washington School District (“DISTRICT”), CITY and DISTRICT are sometimes individually referred to herein as a “Party” or collectively referred to herein as the “Parties.”

I. RECITALS

WHEREAS, the Parties have historically made their equipment and personnel available to one another to enable the Party in need of the other Party’s equipment and/or personnel to complete any necessary maintenance work; and

WHEREAS, the Parties now desire to memorialize the terms and conditions of this historic conduct; and

WHEREAS, the Parties are authorized to enter into this Agreement under the authority of Chapter 39.34 RCW; and

WHEREAS, the Parties have determined that entering into this Agreement is in the best interest of the health, safety, and welfare of the citizens within the CITY and the DISTRICT;

NOW, THEREFORE, the Parties agree as follows:

II. AGREEMENT

1. Recitals. The Recitals set forth above are incorporated herein as if set forth in full.
2. Purpose. This purpose of this Agreement is to memorialize the historic conduct of the Parties in making their respective equipment and personnel available to one another for maintenance purposes.
3. Parties' Obligations.
 - 3.1 In the event of a need for equipment use in the jurisdiction of one Party, that Party may request the other Party to provide equipment and/or personnel to enable the requesting Party to complete all necessary work.
 - 3.2 Nothing in this Agreement is intended to require either Party to acquire new equipment to fulfill its commitments to the other Party pursuant to this Agreement. A Party may elect to make available any, all, or none of that Party's equipment and/or personnel in response to the requesting Party's request for assistance.
4. Payment. Based upon historical shared use of equipment, the Parties anticipate the sharing of equipment, and/or personnel by the Parties, pursuant to this Agreement, will be relatively nominal and approximately equal over time and therefore no compensation shall be paid by either Party to the other for the use of the other Party's equipment and/or personnel.
5. Equipment Damage. If either Party damages equipment of the other Party, it shall repair or replace the damaged equipment. Normal wear and tear is recognized and expected and acceptable by both Parties.
6. Administration. This Agreement shall be administered by the Mayor of the CITY, or his or her authorized designee, and the Superintendent of the DISTRICT, or his or her authorized designee.

7. No Joint Venture. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other individual or entity. No joint venture or partnership is formed as a result of this Agreement.
8. Equipment Ownership. Any equipment of the CITY provided for use by the DISTRICT, pursuant to this Agreement, shall at all times remain equipment of the CITY. Any equipment of the DISTRICT provided for use by the CITY, pursuant to this Agreement, shall at all times remain the equipment of the DISTRICT.
9. Employees. Personnel of the DISTRICT shall at all times remain employees of the DISTRICT, including when performing services for the CITY under this Agreement. Personnel of the CITY shall at all times remain employees of the CITY, including when performing services for the DISTRICT under this Agreement.
10. Term. The term of this Agreement shall be perpetual, subject to termination as set forth herein.
11. Termination. This Agreement may be terminated by either Party upon thirty (30) days advance written notice to the other Party.
12. Insurance. Each Party shall maintain liability insurance at its sole cost and expense, against claims for bodily injury and property damage under policies of general liability insurance, with minimum limits of \$1,000,000 for bodily injury and \$1,000,000 for property damage for all incidents arising from the obligations of either Party under this Agreement. In the alternative, either Party may satisfy the requirements of this Section by becoming or remaining a participant in an authorized self-insurance pool in the State of Washington with insurance protection equal to or greater than that specified in this Section.
13. Mutual Indemnification.
 - 13.1 The DISTRICT shall hold harmless and indemnify the CITY, its elected and appointed officials, officers, employees, volunteers and agents, from and against any loss or claim for damages of any nature whatsoever arising out of the DISTRICT's performance pursuant to this Agreement. This indemnification includes claims by the DISTRICT's employees.
 - 13.2 The CITY shall hold harmless and indemnify the DISTRICT, its elected and appointed officials, officers, employees, volunteers and agents, from and against any loss or claim for damages of any nature whatsoever arising out of the CITY's performance pursuant to this Agreement. This indemnification includes claims by the CITY's employees.

14. Jurisdiction and Venue. Jurisdiction and venue for any legal action arising out of this Agreement shall be in Chelan County Superior Court.
15. Attorneys Fees. In the event it is necessary for either Party to utilize the services of an attorney for any legal action arising out of the existence of this Agreement, or to enforce any of the terms of this Agreement, each Party shall pay its own attorneys' fees and costs.
16. Notices. Any notices to be given hereunder by either Party shall be personally delivered during normal business hours. Notices delivered personally shall be deemed communicated as of actual receipt. All notices shall be delivered to the following addresses:

To CITY:

Attention: Mayor
City of Cashmere
101 Woodring
Cashmere, WA 98815

To DISTRICT:

Attention: Superintendent
Cashmere School District No. 222
210 South Division Street
Cashmere, WA 98815

17. Integration. This Agreement contains the entire agreement of the Parties with respect to any matter covered or mentioned in this Agreement and no oral or other prior agreements shall be effective for any purpose. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.
18. Mutual Negotiation and Drafting. The DISTRICT and CITY acknowledge that they have each participated in the negotiation and drafting of this Agreement and that this Agreement should not be construed for or against either Party.
19. Recording. This Agreement shall be recorded with the Chelan County Auditor.

[remainder of page intentionally left blank]

20. Effective Date. This Agreement shall be effective following its approval by the legislative bodies of the Parties and recording pursuant to Section 19 of this Agreement.

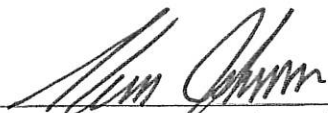
APPROVED BY THE CITY
COUNCIL OF THE CITY OF
CASHMERE, the _____ day of
_____, 2015, at an
Open Public Meeting.

Jeff Gomes, Mayor

Attest/Authenticated:


Kay Jones, City Clerk

APPROVED BY THE SCHOOL
BOARD OF CASHMERE SCHOOL
DISTRICT NO. 222, the 21st
day of September, 2015 at an
Open Public Meeting.



Glenn Johnson, Superintendent

Attest/Authenticated:



Admin Sec.

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3 PROSECUTION SERVICE AGREEMENT
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5 THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by
6 and between the County of Chelan, a legal subdivision of the State of Washington, hereinafter
7 referred to as the "County" and the City of Cashmere, a municipal corporation of the State of
8 Washington, hereinafter referred to as the "City".

9 WITNESSETH:

10 WHEREAS, the City is desirous of contracting with the County for the performance of the
11 hereinafter described prosecution services for cases arising within its boundaries by the County
12 of Chelan through the Prosecuting Attorney thereof, and,

13 WHEREAS, the County of Chelan through the Prosecuting Attorney is agreeable to
14 rendering such services on terms and conditions hereinafter set forth, and,

15 WHEREAS, such contracts are authorized and provided for by the provisions of Chapter
16 39.34 RCW;

17 NOW, THEREFORE, it is agreed as follows:

18 1. The County agrees, by and through its Prosecuting Attorney, to provide
19 prosecution services for misdemeanor and gross misdemeanor cases filed in District Court and
20 arising within the corporate limits of the City.

21 Such services shall encompass the duties and functions of the type coming within the
22 jurisdiction of and customarily rendered by the Prosecuting Attorney of the County under the
23 laws of the State of Washington.
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1 2. The rendition of such services, the standards of performance, the discipline of
2 attorneys and other matters incident to the performance of such services and the control of
3 personnel so employed shall remain in the county Prosecuting Attorney.

4 3. The County shall furnish and supply all necessary personnel, supervision,
5 equipment, supplies and support staff necessary to maintain the level of service to be rendered
6 hereunder, and shall pay all salaries and employee benefits and other costs in connection
7 therewith.

8 4. The fee for prosecution services is to be computed at the rate of \$210.00 per case
9 based upon the total cases handled by the Prosecuting Attorney's Office for the City for the last
10 four months of the preceding year and the first eight months of the current year.

11 5. For 2016 prosecution services the City shall pay to the County \$8,610.00 (41 total
12 cases at \$210.00 per case) for said prosecution services to be paid in quarterly installments of
13 \$2,152.50; each installment payable in advance on or before the fifteenth day of each quarter.
14 Said payment shall be credited in full as revenue to the Prosecuting Attorney's Office in the
15 Chelan County budget.

16 6. For purposes of computing case statistics, a case shall be attributed to the City
17 based upon the arresting officer's coding of the citation indicating an offense occurred within the
18 corporate limits of the City.

19 7. Upon the City's failure to make payment within 30 days, Chelan County shall be
20 entitled to include interest at 12% per annum on the unpaid balance.

21 8. All persons employed in the performance of such services and functions pursuant
22 to this Agreement for said City shall be County employees and no City employee, as such, shall
23 be taken over by the said County.

1 9. The City shall not be liable for compensation or indemnity to any County employee
2 for injury or sickness arising out of his employment, or by reasons of the performance of any of
3 the services provided for herein. The County indemnifies the City against any loss or expense
4 by reason of injury or sickness compensation or indemnity arising out of employment of any
5 County personnel serving the City hereunder.

6 10. Unless sooner terminated as provided for herein, this Agreement shall take effect
7 on the 1st day of January, 2016 and shall terminate on the 31st day of December, 2016.

8 11. Either party may renew this Agreement upon the same terms and conditions for
9 another year upon giving notice in writing of its intention to renew on or before September first of
10 each year, except the consideration under this Agreement shall be negotiable, the renewal shall
11 be effective unless the other party notifies the first party in writing on or before September
12 fifteenth of its refusal to renew.

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

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20 CITY OF CASHMERE

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22 By: _____
 Mayor

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24 ATTEST: _____
 Clerk

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1 BOARD OF CHELAN COUNTY COMMISSIONERS

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Ron Walter, Chairman

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Doug England, Commissioner

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Keith W. Goehner, Commissioner

9 ATTEST: Carlye Baity

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11 _____
Clerk of the Board

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13 APPROVED:

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Douglas J. Shae
Chelan County Prosecuting Attorney

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2 attorneys and other matters incident to the performance of such services and the control of
3 personnel so employed shall remain in the county Prosecuting Attorney.

4 3. The County shall furnish and supply all necessary personnel, supervision,
5 equipment, supplies and support staff necessary to maintain the level of service to be rendered
6 hereunder, and shall pay all salaries and employee benefits and other costs in connection
7 therewith.

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22 to this Agreement for said City shall be County employees and no City employee, as such, shall
23 be taken over by the said County.

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1 9. The City shall not be liable for compensation or indemnity to any County employee
2 for injury or sickness arising out of his employment, or by reasons of the performance of any of
3 the services provided for herein. The County indemnifies the City against any loss or expense
4 by reason of injury or sickness compensation or indemnity arising out of employment of any
5 County personnel serving the City hereunder.

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7 on the 1st day of January, 2016 and shall terminate on the 31st day of December, 2016.

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10 each year, except the consideration under this Agreement shall be negotiable, the renewal shall
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12 fifteenth of its refusal to renew.

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

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20 CITY OF CASHMERE

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22 By: _____
 Mayor

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24 ATTEST: _____
 Clerk

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BOARD OF CHELAN COUNTY COMMISSIONERS

Ron Walter, Chairman

Doug England, Commissioner

Keith W. Goehner, Commissioner

ATTEST: Carlye Baity

Clerk of the Board

APPROVED:

Douglas J. Shae
Chelan County Prosecuting Attorney

Staff Summary

Date: October 12, 2015
To: Cashmere City Council
Mayor Gomes
From: Mark Botello
RE: Parking Area Lease Agreement

Please see attached Lease Agreement between the City of Cashmere and Bethlehem Construction. The Lease Agreement is for a portion of property that the City owns and is adjacent to Bethlehem's plant operations. Bethlehem rented this portion of property about 9-years ago. The area of lease is fenced. Staff will go over this in more detail at the Council meeting.



Recommendation:

Move to approve the Parking Area Lease Agreement and authorize Mayor Gomes to sign the Lease Agreement

PARKING AREA LEASE

The City of Cashmere, a municipal corporation of the State of Washington (hereinafter "City" and/or "Lessor") and Bethlehem Construction, Inc., a Washington corporation (hereinafter "Lessee") agree as follows:

1. Lessor is the owner of that certain real property located in the City of Cashmere, in Chelan County, Washington, known as Chelan County Assessor's Parcel No. 231-904-140-750, which is legally described in Exhibit "A" to this Lease (hereinafter the "Property").

2. A portion of the Property is hereby leased by Lessor to Lessee for purposes of permitting Lessee and its employees to occupy that portion of the Property for vehicle parking by Lessee employees. That portion of the Property that is leased to Lessee for parking of Lessee employee vehicles is depicted in Exhibit "B" to this Lease and identified as the "Leased Property."

3. Lessee acknowledges that a portion of the Leased Property contains a lift station owned by Lessor and storage of items owned by Lessor. Lessor agrees that the storage existing on the Leased Property as of the Effective Date of this Lease shall not be expanded by Lessor without the prior written consent of Lessee.

4. Lessee agrees that during the term of this Lease, Lessor shall not be responsible to maintain the Leased Property.

5. This Lease shall commence on approval of this Lease by the City, which approval shall occur following approval of this Lease by Lessee. This Lease shall be perpetual, subject to

termination by either Lessor or Lessee on sixty (60) days prior written notice of intent to terminate.

6. Lessee agrees to indemnify, defend and hold harmless Lessor from and against any and all claims for injuries or damages incurred by Lessee and employees of Lessee or others on the Leased Property, unless those damages are caused by the actions of Lessor.

7. Lessee agrees to maintain premises liability insurance insuring the Leased Property with policy limits of at least \$1,000,000 per occurrence at all times that this Lease is in effect. Lessee shall cause Lessor to be named as an additional insured on the aforementioned insurance and shall provide Lessor with written proof of the same.

8. Lessee shall pay to Lessor the sum of Five Hundred Dollars (\$500) per month as rent for the lease of the Leased Property. Rent shall be payable by Lessee to Lessor monthly in advance on or before the first day of each month during the term of this Lease. The first month's rent shall be prorated if the first month commences on a day other than the first day of a month.

9. Lessee accepts the Leased Property "as is" and without any requirement for improvements or modifications to be made by Lessor.

10. Notices to Lessor shall be hand delivered or mailed to the City of Cashmere at City Hall or mailed to 101 Woodring Street, Cashmere, Washington 98815, Attention: City Clerk/Treasurer. Notices to Lessee shall be hand delivered or mailed to Bethlehem Construction, Inc., Attention: President, 5505 Titchenal Road, Cashmere, Washington 98815.

11. The Effective Date of this Lease shall be the date of approval of the Lease by Lessor.

12. This Lease may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile or PDF e-mail shall be deemed valid execution of this Lease, binding on the parties.

APPROVED this _____ day of _____, 2015 by Bethlehem Construction, Inc.

By: _____
Michael Addleman, President

STATE OF WASHINGTON)
) ss.
COUNTY OF CHELAN)

I certify that I know or have satisfactory evidence that Michael Addleman is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Bethlehem Construction, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC

(Print Name)
Commission Expires: _____

APPROVED this _____ day of _____, 2015 by the City Council of the City of Cashmere, Washington at an Open Public Meeting.

Jeff Gomes, Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF CHELAN)

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

Dated: _____

NOTARY PUBLIC

(Print Name)

Commission Expires: _____

EXHIBIT A

ALL THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 23 NORTH, RANGE 19 EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON, LYING ON THE EAST SIDE OF THE WENATCHEE RIVER AND; DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, WHICH IS 330 FEET NORTH OF THE EAST QUARTER CORNER OF SAID SECTION 4;
THENCE TURN AN ANGLE OF 90°20' TO THE LEFT AND RUN SOUTH 89°40' WEST FOR A DISTANCE OF 760.6 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 89°40' WEST FOR A DISTANCE OF 239.75 FEET, MORE OR LESS, TO A POINT ON THE EAST BANK OF THE WENATCHEE RIVER;
THENCE RUN NORTH 12°43'30" WEST UPSTREAM ALONG THE EAST BANK OF THE WENATCHEE RIVER FOR 393.34 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4;
THENCE RUN SOUTH 87°28' EAST, ALONG THE SAID NORTH LINE FOR 326.46 FEET;
THENCE RUN SOUTHERLY FOR 367.85 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Exhibit "B"

