



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, MAY 29, 2018 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of May 14, 2018 Regular Council Meeting
2. Payroll and Claims Packet Dated May 29, 2018

BUSINESS ITEMS

1. Resolution No. 04-2018 amending general utility and billing policies
2. Interlocal Agreement for Building Inspection Services between the City and Leavenworth

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, MAY 14, 2018 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 Daniel Scott Jim Fletcher Dave Erickson Kameon Smith Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer	Mark Botello, Director Chuck Zimmerman, City Attorney

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Mayor Gomes introduced Chelan County Superior Court Judge Kristin Ferrera. Judge Ferrera is visiting entities in the area to introduce herself and give a little background of her experience and the work they are doing in Superior Court.

The Council was reminded that due to Memorial Day the next council meeting will be on Tuesday, May 29th.

Mayor Gomes reported on the various meetings and trainings he attended.

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

No public comment.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of April 23, 2018 Regular Council Meeting

Payroll and Claims Packet Dated May 14, 2018

Claims Direct Pay and Checks #38872 and #38874 through #38911 totaling \$147,359.93

Payroll Direct Pay and Checks 38868 through #38871 totaling \$105,143.61

Manual Check #38873 to replace lost check #38543

Affirm Mayor's appointment of Paul Sharpe to the Cashmere Planning Commission

MOVED by Councilor Erickson and seconded by Councilor Scott to approve the consent agenda as presented. Motion carried.

PUBLIC HEARING ON THE SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM 2019–2024

Mayor Gomes opened the public hearing at 6:18 p.m. to hear public comment on the Six-Year Transportation Program. The Mayor stated that Priority No. 1 Pioneer Avenue SRTS from Division Street to Tigner Road was added to the Six-Year TIP. The City has applied for a Safe Routes to School (SRTS) grant to install enhanced crosswalk features at various intersections along Pioneer Ave. To qualify for the grant, the SRTS project has to be on the City's TIP.

With no comments from the public the hearing was closed at 6:24 p.m.

RESOLUTION NO. 02-2018 ADOPTING THE SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIB)

MOVED by Councilor Pratt and seconded by Councilor Erickson to approve Resolution No. 02-2018 adopting the Six-Year Transportation Improvement Program. Motion carried.

RESOLUTION NO. 03-2018 AMENDING RATES AND CHARGES FOR THE CASHMERE PARKS AND CEMETERY

The City will be selling grave markers. The proposed resolution addresses the pricing for a new marker along with other fees associated with markers. Consensus of the council was to amend the cost of the bronze bud vase and installation and round it up to \$125.00.

MOVED by Councilor Erickson and seconded by Councilor Smith to approve Resolution No. 03-2018 amending rates and charges for the Cashmere parks and cemetery as amended. Motion carried.

RESOLUTION NO. 04-2018 AMENDING GENERAL UTILITY AND BILLING POLICIES

The proposed resolution was to clarify the owner of rental properties responsibilities. The consensus of the council was the "owner/landlord" wording was confusing. It was suggested that the word landlord be deleted to clarify that the owner is responsible for the payment of utility charges.

The resolution is tabled to the following meeting for clarification from legal.

ORDINANCE NO. 1267 AMENDING 13.01.120 BILLING PROCEDURES

The proposed ordinance clarifies that the owner of the property shall be considered a customer and in all situations shall remain fully responsible for payment of water and sewer services. The City Council may by resolution authorize tenants in certain situations to be treated as the customer.

MOVED by Councilor Fletcher and seconded by Councilor Smith to adopt Ordinance No. 1267 amending Section 13.01.120 (A) billing procedures for utility accounts. Motion carried.

ORDINANCE NO. 1268 AMENDING THE 2018 BUDGET

MOVED by Councilor Pratt and seconded by Councilor Smith to adopt Ordinance No. 1268 amending the 2018 Budget. Motion carried.

APPROVAL OF ZACHER SUBDIVISION P2015—004

The Hearing Examiner granted preliminary approval with conditions. All conditions of approval have been completed.

MOVED by Councilor Erickson and seconded by Councilor Fletcher to approve the Zacher Subdivision P2015-004 and authorize the Mayor to sign the final mylar. Motion carried.

AGREEMENT WITH A&W PAVING FOR CHIP SEAL PATCH WORK

This project utilizes a combination of asphalt tar and gravel to patch and repair potholes and seal cracks on City streets. A & W Paving meets the Sole Source exemption pursuant to RCW 39.04.280(1)(a) regarding bidding. They are the only contractor that provides this unique service. The Small Works Contract for A & W Paving to provide chip seal patch work services is \$9,200 plus tax.

MOVED by Councilor Fletcher and seconded by Councilor Scott to approve the Small Works Contract with A & W Paving for chip seal patch work. Motion carried.

PROGRESS REPORTS

Mayor Gomes announced that Mark Botello, Director of Planning and Building submitted his resignation and the council received a copy in their packet. The Mayor went on to say that the City is not going to be able to find one person to do all the jobs that Mark fulfilled for the City. It will take two if not three people to cover and accomplish everything Mark did and it will be at a much greater cost to the City.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:00 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer

RESOLUTION NO. 04-2018

A RESOLUTION AMENDING RESOLUTION 02-2016 ADOPTING GENERAL UTILITY AND BILLING POLICIES IN THE CITY OF CASHMERE, WASHINGTON

The City Council of the City of Cashmere, Washington hereby resolves as follows:

Section 1. The General Utility and Billing policies adopted in Resolution 02-2016 are hereby amended as set forth on Exhibit "A" attached hereto and incorporated herein.

Section 2. This Resolution shall be effective immediately upon adoption.

Passed by the City Council of the City of Cashmere, Washington, and approved by the Mayor at an open public meeting on this 29th day of May, 2018.

CITY OF CASHMERE

By: _____
Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

GENERAL UTILITY AND BILLING POLICIES

BILLING FOR SINGLE-FAMILY, AND MULTI-FAMILY DWELLINGS

- Utility billings for single-family dwellings shall be billed to only one person, whether the owner or tenant
- All utility charges for multi-family dwellings with only one water meter shall be billed to the property owner, not the tenant
- Duplexes with only one water meter shall be considered multi-family dwellings for the purposes of this section (CMC 13.01.260)

BILLING FOR COMMERCIAL BUILDINGS

- All utility charges for single-tenant commercial buildings shall be billed to one person, whether the owner or the tenant
- Multi-tenant commercial properties with only one water meter shall be billed to the property owner
- Multi-tenant commercial properties with wastewater only shall be billed to the property owner

OWNER OF RENTAL PROPERTIES RESPONSIBILITIES

The owner of: (a) single meter/single tenant commercial property; (b) single meter/single family residential property; or (c) two-meter duplex property may sign an Owner/Tenant Agreement with the city authorizing the tenant to contract for utility services. As stated in the agreement the property owner is ultimately responsible for payment of any utility service provided to the property, including any late fees and penalties. When the property owner enters into an agreement they acknowledge responsibility for timely payment of unpaid utility bills after a tenant has defaulted. Refusal to sign the Owner/Tenant Agreement shall result in the utility services remaining in the owner's name.

When the owner is not in compliance with the terms of the Owner/Tenant Agreement, the City reserves the right to terminate the agreement and transfer all balances to the owner's account. Once an agreement has been terminated the city may decline future Owner/Tenant Agreements with that owner.

As a courtesy, the City provides notification of tenant delinquency to the property owner. When service is put back into the owner's name between renters, the owner shall pay a prorated share of the minimum billing for that month, plus any usage.

METER READING, BILLING, AND ADJUSTMENTS

Access to meters shall be kept clear of permanent obstructions such as dirt, debris, landscaping, rock, etc. The City may remove such obstructions at the property owner's expense.

In cases where two or more customers receive service during a calendar month, the City Clerk-Treasurer shall prorate the charges per day. In no case will more than one minimum charge per utility service be charged during one month.

Bills will be mailed to the billing address furnished by the customer, and failure to receive a bill will not release the customer from obligation of payment when due.

PAYMENT OF UTILITY BILLS (CMC 13.01.120)

All charges are due by 5:00 p.m. on the last business day of the month in which the bills are issued, and become delinquent immediately after 5:00 at which time a delinquency penalty will be assessed. The last business day of the month is defined as the last day the City office is open and excludes weekends and City holidays.

- See "Interruption of service for Non-Payment".

UTILITY EQUAL PAYMENT PLAN

During the month of May utilities may be set up on an equal payment plan by filling out an application at City Hall. The equal payments will be calculated by dividing the previous twelve months utility bills for the residence by eleven. Equal payments are due as detailed above under Payment of Utility Bills.

May of each year will be an adjustment month. Any overpayment will be applied to the bill for the next year, any underpayment will be due on the regular May due date. Equal payments for the next year will be adjusted either up or down to reflect the average for the previous year.

If at any time, the account becomes more than 30 days past due, the full amount owing becomes due and payable, and the equal payment agreement shall terminate.

AUTOMATIC PAYMENT PLAN (RCW 80.28.010)

The City has the capability to automatically debit your utility payment directly from your checking or savings account.

If sufficient funds are not available in the account at the time the payment is due, the payment will be considered delinquent, a delinquency fee will be added, and the payment rejection will be treated as a returned item. See the returned item policy in this section. If an automatic payment return is received two times during a twelve-month period, the customer will be withdrawn from the Automatic Payment Plan.

TERMINATION NOTICE FOR DELINQUENT UTILITY ACCOUNT (CMC 13.01.120)

If a utility bill is not paid by 5:00 p.m. on the last business day of the month, there will be a termination notice prepared, allowing at least 7 days before service interruption, which will be sent by mail to the customer. The notice will state the amount past due, the deadline for payment to avoid service interruption, and the right to appeal disputed charges. If the customer is a renter, a notice will also be mailed to the property owner.

INTERRUPTION OF SERVICE FOR NON-PAYMENT (CMC 13.01.120)

When utility payment has not been received by the deadline on the Termination Notice, City personnel will place a Final Notice on the premises stating the payment must be received by 10:00 a.m. the next business day.

If payment has not been received by the deadline on the Final Notice, City personnel will shut off utility service, place a Shut Off Notice on the premises, and a service fee will be assessed.

The service fee is owed as of 10:00 a.m. the day of the scheduled utility service shut off regardless of whether the service has been shut off.

The termination of service for any cause shall not release the customer from the obligation to pay for services received or amounts specified in the City's service regulations or any written contract with the customer. The City shall not be liable for injury, loss or damage resulting from disconnection.

RETURNED ITEMS

There will be a returned item fee for all returned payments, including checks, ACH payments, and online payments returned to the City for any reason. The customer will be notified by ~~telephone or~~ mail of receipt of a returned item, at which time the customer must make arrangements with the City Clerk-Treasurer to pay the amount of the returned item plus the service fee in cash, [cashier/bank check or pay online](#). Failure to make satisfactory arrangements for payment of the returned item will result in service interruption.

The City shall require cash, [cashier/bank check or online](#) payment of utility or other billings after receipt by the City of two returned items in ~~any~~ 12-month period.

APPEALS OF HIGH USAGE WATER BILLS DUE TO LEAKS (CMC 13.01.300)

When abnormally high usage is determined by the City Water Department to be due to a leak, a significantly high billing may be appealed to the City Clerk-Treasurer provided the leak was not caused by the intentional act of the utility customer or his agents or employees.

Significantly high means the water portion of the utility billing is over \$100 more than the ordinary billing for that month according to the billing history for the account. The Clerk-Treasurer or designee may agree to limit the affected billing to not more than the historical billing for the month in question plus ten percent of the total actual metered water billing amount. Such appeals may only be made for the first month's billing that is significantly high as a result of the leak.

If billing relief is granted, the customer shall be responsible for documentation to the city, in the form of a receipt or City inspection, that the leak has been repaired within 30 days of the first significantly high billing resulting from the leak. Failure to repair the leak and provide the

required documentation within 30 days will result in the entire bill, plus all applicable penalties, becoming due and payable to the City.

DEFERRED PAYMENT PROGRAM

A customer who is unable to pay the full amount of his or her bill due to financial difficulties shall have the right to request payment deferment for a specified amount of time.

The customer shall complete a "Deferred Payment Application" form. Deferred payments may be requested only once in a 3-month period. Deferred payments must be approved by the Clerk-Treasurer. Permission to defer payment must be received from the property owner before a deferred payment agreement will be entered into by the City.

The Clerk-Treasurer shall make every effort to arrange a reasonable and feasible payment program for a customer with financial difficulties making it impossible to pay the full amount of the bill.

CHANGE OF OCCUPANCY

When a change of occupancy or of legal responsibility takes place on any premises being served by the City, notice of such change shall be given at the City Hall within a reasonable time prior to such change. The outgoing customer may be held responsible for all service supplied until such notice has been received by the City.

SERVICE CHARGES (CMC 13.01.070 C)

New Account Service Charge: An account service charge is to be collected when processing each service application for each new account.

After Hours Connection/Callout Charge

Public works department hours are 6:30 a.m. to 3:00 p.m. There will be an additional charge, ~~which shall include the account service charge,~~ for connection of service or other overtime calls that require public works personnel attention after 2:30 p.m.

TRANSFER OF PREVIOUSLY UNPAID ACCOUNTS

The City may transfer to an existing or new service account any unpaid charges for service previously furnished to the same customer at any location in the City's service area. The City may permit arrangements for payment of such transferred balance under the guidelines and procedures of the Section entitled "Deferred Payment Program". The City may apply any payment received from the customer toward the customer's transferred balance.

RATE DISCOUNT FOR LOW-INCOME SENIORS AND DISABLED (CMC 13.20)

A rate discount is available to qualifying low-income seniors 65 years and older and low income disabled authorized in State of Washington RCW 74.38.070. The rate discount will not exceed the amount of the monthly bill and will be applied to one account only. To qualify for the

discount applicants must provide satisfactory proof of each of the following in the applicant's respective category:

Low Income Seniors

1. Age 65 or older
2. Total household income of less than 40% of the state median income for the size of the family. RCW 74.38.020 (6)
3. Ownership ~~and/and/~~or occupancy of property being served utilities within the City's service area.
4. Utility service must be contracted by ~~a~~the person qualifying for the discount.

Low Income Disabled

1. Physical disability prior to application as defined in State of Washington R.C.W. ~~46.16.381~~46.19.010 (1) (a) through (f)~~g~~ qualifying for special parking privileges or a blind person as defined in R.C.W. 74.18.020(4)
2. Household income less than 40% of the state median income for the size of the family. RCW 74.38.020 (6)
3. Ownership ~~and/~~or occupancy of property being served utilities within the City's service area.
4. Utility service must be contracted by the disabled person ~~requesting~~qualifying for the discount.

MANUFACTURED HOME PARKS

Pursuant to Washington State Law and the City of Cashmere Comprehensive Land Use Plan, manufactured homes shall be designated as single family dwellings. Each manufactured home shall be charged the single family rate for water and wastewater.

Vacant Spaces

Credit shall be given for vacant spaces upon presentation of the required documentation. Charges will be prorated per half month. If a space becomes vacant on or before the 15th of the month, half the normal wastewater rate will be charged for that space; if the space becomes vacant after the 15th of the month no credit will be given for that month. There will be no reduction in rate if a home is removed and replaced in the same month. Rate reductions shall begin the month the space becomes vacant or upon notification, whichever is later. An account service charge shall be paid each time a change is requested.

A penalty of double the wastewater bill for that space times the number of months not billed shall be charged when a home is replaced and the City is not notified within ~~the required time limit~~ten working days.

Required Documentation

1. Rate Reduction

- Proof of vacant space in the form of a photograph or other acceptable evidence of vacancy, and
 - Affidavit signed by the park owner
2. Replacement of home
- Notification within 10 working days of re-occupation
 - Copy of building permit or other City-approved verification of date of placement

MISCELLANEOUS BILLS

~~The City bills separately for services, materials and labor that cannot be added to a utility bill. Miscellaneous bills under \$500.00 are due and payable when issued. For miscellaneous bills over \$500.00, monthly payments may be arranged by signing a time payment agreement. A finance charge, compounded monthly, will be charged on balances of \$50.00 or more.~~
when there is a need to send a miscellaneous bill for items such as brush pickup, hydrant or standpipe water, etc.

Late Payments

Payments are due and payable on the last working day of the month in which the statement is issued. Bills not paid by 5:00 p.m. on the date due are subject to a late payment penalty.

Payment default

~~Payments over 30 days past due will be considered in default. In the case of water/wastewater service repairs, failure to pay an invoice in a timely manner or neglecting monthly payments will result in interruption of the service for which the invoice was presented, and/or a utility lien on the property. Cemetery plots may be repossessed upon default of payments, and payments received prior to default shall be retained by the City as liquidated damages. All other bills may be turned over to a collection agency upon default.~~

SEMI-ANNUAL BRUSH PICKUP

The City schedules a brush pickup ~~in the spring and fall, usually~~ in April and November. ~~Only residents who have signed up in advance will receive the service.~~ Notification of pickup dates will be printed in the message area of the utility bill. A minimum charge will be assessed on each household using this service. An additional fee will be charged for anyone requesting brush pickup after the required sign up deadline, usually the Friday before removal begins.

Brush and trimmings are to be piled next to the street during the scheduled week. No rocks, dirt, bricks, concrete, lumber, plastic or any material other than brush, tree trimmings, leaves or grass may be placed in the brush pile for pickup. Materials other than brush will not be ~~picked up by City crews~~removed to avoid contamination of materials and damage to machinery.

SPECIAL BRUSH PICKUP

Special brush pickup is available to City residents for an additional fee. A minimum charge plus a special pickup fee is assessed for use of this service.

DEVELOPMENT FEE POLICIES

General Information on Fees

- A. Payment of the base fee for development applications is required at the time of application submission. Payment of base fees for annexations, vacations, and other related activities, which do not require submittal of permit applications, are due prior to commencement of any staff work on the activity. Typically, this would be following submission of an initial letter of interest and/or petition. Payment of all fees will be required regardless of approval/non-approval of the activity.
 - i. Hourly fees are in addition to the underlying permit/action flat-fees.
 - ii. Hourly fees are typically-billed on a monthly basis.
 - iii. Any billing more than 30 days overdue shall result in progress on the application ceasing and/or withholding of final approval/permit issuance.
- B. The City may contract work to consulting agencies and firms at its discretion for any type of permit activity.
 - i. The applicant shall be responsible for all consultant costs, any related staff time, and a ten percent (10%) fee for other City expenses involved in working with the consultant and the applicant. Examples of consultant costs: attorney fees, engineers, geotechnical specialists, etc.
- C. Applications that require both City and County approval are still subject to the City's fees.
- D. All project types may not be listed in the Rate Schedule. If they are not, fees will be applied as determined by the City.
- E. The direct cost of the Hearing Examiner's work on a case shall be billed-to-and-paid by the applicant. This shall be in addition to any other fees.
- ~~F.~~ Hearing Examiner and related legal, specialized study and staff services (for proceedings and appeals not covered in the City of Cashmere *Rates and Fees* resolution, as amended):

The appellant, applicant, and/or involved party shall reimburse the City for all costs billed to the City by the Hearing Examiner, staff time, consultant time and if utilized, for City legal counsel and/or specialized study services reasonably required by the appeal.

BUILDING PERMIT POLICIES

APPLICATION REQUIREMENTS

Building permit applications ~~may~~ shall be submitted at City Hall.

The information required for a building permit application includes the following:

- ❖ Two sets of structural plans no larger than 11" x 17"
- ❖ Site plan showing dimensions of property, placement of all buildings on the property, and relationship of buildings to property lines
- ❖ Dimensions of all buildings including new construction
- ❖ Contractor's name, mailing address, phone number & Washington State Contractor's license number
- ❖ Assessor's parcel number
- ❖ Legal description
- ❖ Lending institution or bonding firm name, address and phone number (RCW 19.27.095)

Building permits are required for -

1. Any new construction, remodeling or addition that modifies the roof or foundation structure or a bearing wall of the building. This does not include interior improvements which do not affect the structural integrity of the building such as new flooring, wall coverings, etc.
2. Fences - A permit is issued to ensure the builder is aware of zoning requirements.
3. Sprinkler systems - A permit is issued to ensure that the installer places a backflow prevention device between the City water system and the private residence.
4. Wood stoves - A permit is issued for new installations or an inspection of any previous installation.
5. Swimming pools, both in-ground and above ground.
6. Decks over 30" above ground level or roofed decks.
7. Retaining walls over 4' tall as measured from the bottom of the footing to the top of the wall.
8. Installation of propane tanks
9. Installation of gas appliances/fireplace logs
10. Installation/decommissioning of underground storage tanks.

Demolition of buildings – Cost of permit calculated by square footage of building.

AFTER RECORDING MAIL TO:

CITY OF CASHMERE
Attn: City Clerk-Treasurer
101 Woodring Street
Cashmere, WA 98815

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

Grantor(s): City of Cashmere, a Washington municipal corporation; City of Leavenworth, a Washington municipal corporation

Grantee(s): City of Cashmere, a Washington municipal corporation; City of Leavenworth, a Washington municipal corporation

Reference Number(s) of Documents Assigned or Released: N/A

Abbreviated Legal Description: N/A

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

**INTERLOCAL AGREEMENT
FOR
BUILDING INSPECTION SERVICES**

THIS AGREEMENT is entered into this date between the CITY OF CASHMERE ("CASHMERE"), a Washington municipal corporation, the CITY OF LEAVENWORTH, a Washington municipal corporation ("LEAVENWORTH").

RECITALS

WHEREAS, LEAVENWORTH is a non-charter code city organized and existing under the laws of the State of Washington, and particularly those set forth at Title 35A RCW, and is located within Chelan County, Washington;

WHEREAS, CASHMERE is a non-charter code city organized and existing under the laws of the State of Washington, and particularly those set forth at Title 35A RCW, and is located within Chelan County Washington;

WHEREAS, LEAVENWORTH and CASHMERE have determined that it is in their mutual best interests and to their mutual benefit to authorize LEAVENWORTH to provide building inspection and plan review services within the jurisdictional boundaries of CASHMERE;

WHEREAS, LEAVENWORTH and CASHMERE now desire to enter into this interlocal cooperation agreement (“this Agreement”) under the authority of Chapter 39.34 RCW;

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, CASHMERE and LEAVENWORTH hereby agree as follows:

1. PURPOSE. The purpose of this Agreement is to set forth the terms and conditions under which LEAVENWORTH is to provide building inspection and plan review services to CASHMERE, and the terms and conditions upon which CASHMERE will compensate LEAVENWORTH for providing such services.

2. RETENTION OF LEAVENWORTH. CASHMERE hereby retains LEAVENWORTH, acting through its designated building official, to perform, from time to time, such professional building inspection and plan review services required, ordered, or authorized by CASHMERE. CASHMERE and LEAVENWORTH may identify specific projects for which a separate written agreement or scope of work may be executed between CASHMERE and LEAVENWORTH, providing for a more detailed description of services to be provided by LEAVENWORTH. In such cases, the terms of the specific agreement or scope of work between LEAVENWORTH and CASHMERE shall control; however, the terms of this Agreement, when not inconsistent with the terms of any such specific project agreement or scope of work, shall supplement the terms of the specific project agreement or scope of work.

3 TERM OF AGREEMENT. The term of this Agreement shall be from the 1st day of June, 2018, until terminated by either party as further set forth herein.

4. INDEPENDENT CONTRACTOR. LEAVENWORTH and CASHMERE agree that LEAVENWORTH is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither LEAVENWORTH nor any employee of LEAVENWORTH shall be entitled to any benefits afforded CASHMERE employees by virtue of the services provided under this Agreement. CASHMERE shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the State Industrial Insurance program, or otherwise assuming the duties of an employer with respect to LEAVENWORTH , or any employees of LEAVENWORTH .

5. BUILDING INSPECTION SERVICES. LEAVENWORTH, acting through its designated building official, shall provide building inspection and plan review services, as requested by CASHMERE, which may include, but are not limited to, the following:

5.1 Serve as CASHMERE’s building official for purposes of reviewing, processing, and approving applications for building permits, conducting inspections, and enforcing building code requirements. Project, plan, or permit reviews and inspections will

encompass foundation, structural, plumbing, mechanical, accessibility, energy code, and life safety provisions;

5.2 Review all applications for building permits in CASHMERE, and consult on the issuance of building permits and certificates of occupancies for approved applications and structures;

5.3 Attend CASHMERE City Council meetings or staff meetings as requested by CASHMERE to provide building permit/inspection reports and consultation;

5.4 Conduct meetings or field inspections or consultations with property owners, builders, and contractors;

5.5 Conduct pre-construction meetings and reviews for projects as requested by CASHMERE;

5.6 Consult on notices, complaints, citations, and other documents or agreements for purposes of enforcing applicable CASHMERE building code provisions (actual enforcement action will be the responsibility of CASHMERE);

5.7 Prepare project budgets for the proposed work that sets forth the estimated costs of inspection or investigation and the estimated time for completion;

5.8 Prepare reports, including staff recommendations, for matters scheduled to be presented to CASHMERE Hearing Examiner or CASHMERE City Council;

5.9 Pick up and drop off building plans and permits as required by CASHMERE;

5.10 Prepare reports to track building application and permit activity in CASHMERE;

5.11 Provide permit applications, inspection forms, and building guides;

5.12 Provide testimony in hearings and other assistance to CASHMERE as an expert witness in litigation, if required; and

5.13 Provide such other services as may be requested by CASHMERE.

LEAVENWORTH agrees to perform work in accordance with generally accepted professional practices in effect at the time those services are performed.

6. ADMINISTRATION. This Agreement shall be administered by the Mayor, or his/her designee for CASHMERE, and by the City Administrator, or his/her designee for LEAVENWORTH.

7. CASHMERE'S RESPONSIBILITIES. CASHMERE's responsibilities under this Agreement will include the following:

7.1 Provide to LEAVENWORTH all codes, criteria, standards, and information within CASHMERE's control as to CASHMERE's requirements for any building permit review, inspection, investigation, or other assignment;

7.2 Make reasonable effort to gain full and free access for LEAVENWORTH to enter upon all property required for the performance of LEAVENWORTH's services under this Agreement and to which LEAVENWORTH advises the CASHMERE that LEAVENWORTH needs access; provided that the CASHMERE shall not be required to use its condemnation powers or to pay a property owner to gain such access;

7.3 Give verbal notice to be followed by written notice to LEAVENWORTH whenever CASHMERE observes or becomes aware of any defect or deficiency in a project or other event which may substantially affect LEAVENWORTH 's performance under this Agreement;

7.4 Collect all fees from applicants and issue all permits; and

7.5 Compensate, as provided by this Agreement, LEAVENWORTH for services rendered under this Agreement.

8. COMPENSATION.

8.1 LEAVENWORTH shall provide building inspection and plan review services for which CASHMERE shall compensate LEAVENWORTH at the rate of \$55.00 per hour.

8.2 CASHMERE shall also pay or reimburse LEAVENWORTH for the costs of materials and services used specifically for CASHMERE projects, and mileage to CASHMERE project sites. Payments made for reimbursable costs shall only include the actual amount of bills (without mark-up). LEAVENWORTH shall endeavor to direct all costs of this nature to CASHMERE for direct payment by CASHMERE, when such costs exceed \$300. Unless otherwise agreed in writing, reimbursable costs shall not include charges for computer time, or other computer system information services. Mileage expense of LEAVENWORTH shall be reimbursed at the current IRS deductible rate.

9. BILLINGS AND PAYMENTS. All billings or invoices for LEAVENWORTH's services shall identify, at a minimum, the following:

9.1 The project for which the services are provided;

9.2 The date on which the services are provided;

9.3 The time expended to perform the services; and

9.4 A brief description of the services provided.

LEAVENWORTH shall bill or invoice CASHMERE monthly for services provided by LEAVENWORTH for the previous month. CASHMERE shall pay LEAVENWORTH's bills or invoices or notify LEAVENWORTH that a dispute exists concerning LEAVENWORTH 's bill or invoice within thirty (30) days of receipt of LEAVENWORTH's bill or invoice.

In the event CASHMERE notifies LEAVENWORTH that a dispute exists concerning the bill or invoice, CASHMERE and LEAVENWORTH will meet in an effort to resolve the dispute. If CASHMERE and the LEAVENWORTH are unable to resolve the dispute to both parties' satisfaction, then LEAVENWORTH must file suit to resolve the dispute concerning the bill or invoice in accordance with the other provisions of this Agreement. Any suit filed for purposes of resolving a dispute concerning a disputed bill or invoice must be filed or submitted by LEAVENWORTH within one hundred twenty (120) days of the date the bill or invoice is sent to CASHMERE or LEAVENWORTH's request for payment from the CASHMERE shall be deemed waived.

Interest charges on invoices for LEAVENWORTH's services shall be computed at the rate of eight percent per annum.

10. INDEMNIFICATION.

10.1 By LEAVENWORTH. LEAVENWORTH agrees to hold harmless, indemnify and defend CASHMERE, its officers, elected officials, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of LEAVENWORTH, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of LEAVENWORTH, its elected officials, officers, agents, contractors or employees, in connection with the services required by this Agreement, provided however, that:

10.1.1 LEAVENWORTH'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 sole negligence of CASHMERE, its officers, elected officials, agents, contractors, or employees; and

10.1.2 LEAVENWORTH'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 LEAVENWORTH and CASHMERE, or of LEAVENWORTH and a third party other than an elected official, officer, agent, contractor, or employee of LEAVENWORTH, shall apply only to the extent of the negligence or willful misconduct of LEAVENWORTH ; and

10.1.3 With respect to the performance of the services required by this Agreement and as to claims against CASHMERE, its elected officials, officers, agents and employees, LEAVENWORTH expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agree that the obligation to indemnify, defend and hold harmless provided for herein extends to any claim brought by or on behalf of any employee of LEAVENWORTH and includes any judgment, award or costs thereof, including attorney's fees.

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10.1.4 LEAVENWORTH agrees that its obligation and agreement to indemnify, defend, and hold harmless pursuant to this provision, includes the agreement of LEAVENWORTH to reimburse CASHMERE for all of CASHMERE's costs and reasonable attorney's fees incurred as a result of any action of CASHMERE to enforce this provision.

10.2 By CASHMERE. CASHMERE agrees to hold harmless, indemnify and defend LEAVENWORTH, its elected officials, officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of CASHMERE, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of CASHMERE, its officers, elected officials, agents, contractors, or employees, in connection with the services required by this Agreement, provided however, that:

10.2.1 CASHMERE'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 sole negligence of LEAVENWORTH, its elected officials, officers, agents, contractors, or employees; and

10.2.2 CASHMERE'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 CASHMERE and LEAVENWORTH, or of CASHMERE and a third party other than an officer, elected official, agent, contractor, or employee of CASHMERE, shall apply only to the extent of the negligence or willful misconduct of CASHMERE; and

10.2.3 With respect to the performance of the services required by this Agreement and as to claims against LEAVENWORTH, its officers, directors, agents and employees, CASHMERE expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for herein extends to any claim brought by or on behalf of any employee of CASHMERE and includes any judgment, award or costs thereof, including attorney's fees.

THIS WAIVER IS MUTUALLY NEGOTIATED BY AND BETWEEN CASHMERE AND LEAVENWORTH .

11. INSURANCE. For the duration of this Agreement, each party shall maintain its own public liability and property damage insurance with amounts of coverage as solely determined by each respective party against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of this Agreement by its officers, officials, employees or volunteers. This insurance requirement may be satisfied by a policy or policies of insurance or a self insurance retention program adopted by a party.

12. TREATMENT OF PROPERTY. This Agreement does not provide for jointly owned property. It is understood and agreed that all property presently owned or hereinafter acquired by LEAVENWORTH to perform services pursuant to this Agreement, including equipment, vehicles and/or buildings, shall remain the sole property of LEAVENWORTH, regardless of any payment or

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reimbursement by CASHMERE, for the depreciation thereon, unless such equipment, vehicles and/or buildings are purchased directly by LEAVENWORTH in the CASHMERE's name.

13. SEVERABILITY. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

14. ASSIGNMENT. LEAVENWORTH shall not assign or transfer any interest in this Agreement without the prior written consent of CASHMERE.

15. REPORT OWNERSHIP. All original reports and drawings prepared by the LEAVENWORTH, as provided under this Agreement, shall become the sole property of CASHMERE upon final payment to LEAVENWORTH of LEAVENWORTH fees as set forth in this Agreement.

16. ATTORNEY'S FEES. Except as otherwise specifically provided in this Agreement, 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, each party shall pay for its own costs and reasonable attorney's fees.

17. 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.

18. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Washington.

19. AUDITS AND INSPECTIONS. CASHMERE, the State Auditor, or their delegates, shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of any project under this Agreement, including any amendment, addendum, or separate scope of work related thereto, by whatever legal and reasonable means are deemed appropriate by CASHMERE and the State Auditor.

20. AGREEMENT TERMINATION. CASHMERE or LEAVENWORTH may terminate this Agreement by giving thirty (30) days' written notice to the other party. In such event, CASHMERE shall pay LEAVENWORTH in full for all work previously authorized and performed prior to the effective date of the notice of termination. In the event of termination, LEAVENWORTH agrees to cooperate reasonably with CASHMERE or consultant thereafter retained by CASHMERE in making available information developed as the result of work previously performed by LEAVENWORTH. If no notice of termination is given, relationships and obligations created by this Agreement, unless otherwise expressly provided, shall be terminated upon completion of all applicable requirements of the Agreement. In the event this Agreement is terminated, but LEAVENWORTH continues to provide services on any project, for purposes of said project, the terms of this Agreement shall continue to apply until completion of any such project.

21. ACCESS TO RECORDS. CASHMERE and authorized representatives of the State and Federal Governments shall have access to any books, documents, papers, and records of LEAVENWORTH which are pertinent to this Agreement, including an amendment, addendum, or

separate scope of work related thereto, for the purposes of making audits, examinations, inspections, copies, 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 LEAVENWORTH for a period of six years after the final audit of CASHMERE's completed projects, pursuant to this Agreement, unless a longer period is required by law, or to resolve audit findings or litigation. In such cases, CASHMERE may request, and LEAVENWORTH shall abide by, such longer period for record retention.

22. INTEREST OF CASHMERE OFFICIALS. No member of the governing body of CASHMERE and no other officer, employee, or agent of CASHMERE who exercises any functions or responsibilities in connection with the planning and carrying out of the terms of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement and CASHMERE and LEAVENWORTH shall take appropriate steps to assure compliance.

23. REPORTS AND INFORMATION. LEAVENWORTH shall, at such times and in such forms as CASHMERE may require, furnish CASHMERE such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

24. COMPLIANCE WITH LAWS. LEAVENWORTH shall comply with all existing and hereafter enacted applicable laws, ordinances, and codes of the federal, state, and local governments.

25. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between CASHMERE and LEAVENWORTH and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CASHMERE and LEAVENWORTH. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CASHMERE and LEAVENWORTH and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CASHMERE and LEAVENWORTH and not for the benefit of any other party.

26. RECORDING. This Agreement shall be recorded with the Chelan County Auditor. In lieu of recording, pursuant to 39.34.040, each party may publish a copy or list this Agreement on their respective websites.

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27. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, without production of the others, will be deemed to be an original.

APPROVED BY:

CITY OF CASHMERE

CITY OF LEAVENWORTH

Jeff Gomes, Mayor

Cheri Farivar, Mayor

Date: _____

Date: _____

Address for Giving Notices:

Address for Giving Notices:

City of Cashmere
Attn: Jeff Gomes, Mayor
101 Woodring Street
Cashmere, WA 98815
(509) 782-3513

City of Leavenworth
Attn: Cheri Farivar, Mayor
700 Highway 2/P.O. Box 287
Leavenworth, WA 98826
(509) 548-5275