



## City of Cashmere

101 Woodring Street

Cashmere, WA 98815

Ph (509) 782-3513 Fax (509) 782-2840

Website [www.cityofcashmere.org](http://www.cityofcashmere.org)

CASHMERE CITY COUNCIL MEETING  
MONDAY, NOVEMBER 13, 2017 6:00 P.M., CITY HALL

### **AGENDA**

#### CALL TO ORDER

#### FLAG SALUTE

#### EXCUSED ABSENCE

#### ANNOUNCEMENTS & INFORMATION

- Financial Report for October is on the website
- WCIA Land Use training November 20<sup>th</sup> at 5:30 p.m.

#### PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

#### APPROVAL OF AGENDA

#### CONSENT AGENDA

1. Minutes of October 23, 2017 Regular Council Meeting
2. Payroll and Claims Packet Dated November 13, 2017
3. Affirm the Mayor's appointment of Matthew Walgren to the Cashmere Planning Commission

#### BUSINESS ITEMS

1. Public Hearing on the Preliminary 2018 Budget
2. Direct Discharge Wastewater Services Agreement with Tree Top
3. Addendum No. 1 to Biosolids Hauling and Beneficial Use Services with Boulder Park
4. Prosecution Service Agreement for 2018
5. 2018 Agreement for Emergency Services

#### 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 23, 2017 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 Skip Moore Jim Fletcher Dave Erickson Kameon Smith Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer Mark Botello, Director	Chuck Zimmerman, City Attorney

FLAG SALUTE

EXCUSED ABSENCES

ANNOUNCEMENTS & INFORMATION

Clerk-Treasurer Kay Jones reported that she received an answer from Waste Management regarding utility tax and a check for almost \$26,000 was received.

She also informed the council that the WCIA training for Council had been rescheduled for November 20<sup>th</sup> at 5:30 p.m.

PUBLIC COMMENT PERIOD

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 October 9, 2017 Regular Council Meeting

Payroll and Claims Packet Dated October 23, 2017

Claims Direct Pay and Check and #38409 through #38433 totaling \$179,595.40

Manual Check #38401 through #38407

Check #38408 to replace lost check #38334

MOVED by Councilor Erickson and seconded by Councilor Smith to approve the items on the consent agenda. Motion carried.

PUBLIC HEARING ON AMENDMENTS TO TITLE 17 ZONING CODE AND TITLE 16 SUBDIVISIONS AND PLATS

Mayor Gomes opened the Public Hearing at 6:04 p.m. to receive public comment on the proposed amendments to Title 17 Zoning and Title 16 Subdivisions. Director Botello explained the amendments in both titles, most of which were simply housekeeping.

With no questions or comments from the public the hearing was closed at 6:33 p.m.

PUBLIC HEARING ON CITY OF CASHMERE REVENUE SOURCES AND POSSIBLE INCREASE IN PROPERTY TAXES

Mayor Gomes opened the Public Hearing at 6:34 p.m. to receive public comment on the revenue sources and possible increase in property tax. Clerk-Treasurer Kay Jones explained that most of the revenues are status quo and the only new revenue source is the state-shared marijuana tax, which is insignificant to the budget. The estimated revenues presented showed the property tax with the 1% increase. The revenue estimate for Sales and Use Tax and the REET Tax were estimated higher for 2018 and the water and wastewater revenues included the rate increases as of January 1<sup>st</sup>.

The 1% increase in property tax over the previous year's levy is \$6,032.73, additional tax revenue is from new construction. The Agreement for Law Enforcement services increases \$12,025.00 in 2018. Staff's recommendation was to take the 1% increase to help offset the increase in service agreements.

Mayor Gomes informed the Council that he included an increase in estimated expenditures in the salaries for the Clerk-Treasurer and the Director of Building/Planning to bring them up to where they should be according to the AWC salary survey. Other employee wages and benefits include the increase according to the Union contract. We are still waiting to hear from RiverCom and the Jail for 2018 amounts.

With no questions or comments from the public the hearing was closed at 6:54 p.m.

ORDINANCE NO. 1261 PROPERTY TAX LEVY

The proposed ordinance to levy the 1% increase in property tax is an increase of \$6032.73 over the levy from the previous year and with the new construction revenue the total levy amount for 2018 is \$614,413.90.

MOVED by Councilor Fletcher and seconded by Councilor Smith to adopt Ordinance No. 1261 authorizing the property tax levy and taking the allowed 1% increase. Motion carried with four voting in favor and Councilor Moore voting no.

APPROVAL OF THE COMPLETION AND ACCEPTANCE OF THE RANK ROAD PROJECT

Staff reported that the Rank Road/Kennedy Road project is completed and recommended council accept the project authorizing payment to Central Washington Asphalt, which includes change orders 1 and 2 for a total of \$108,349.

MOVED by Councilor Fletcher and seconded by Councilor Erickson to accept the Rank Road/Kennedy Road project and authorizing payment. Motion carried.

PROGRESS REPORTS

Councilor Fletcher reported that Link Transit will be holding special meetings to discuss putting an increase in sales tax on the ballot this spring. Link is proposing a tenth of a percent to go to Link Transit to be used for expanding services.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:08 p.m.

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Jeff Gomes, Mayor

Attest:

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Kay Jones, City Clerk-Treasurer



Matthew Walgren  
5661 Pioneer Avenue  
Cashmere, WA 98815  
September 14, 2017

Planning Commission  
101 Woodring Street  
Cashmere, WA 98815

Dear Planning Commission:

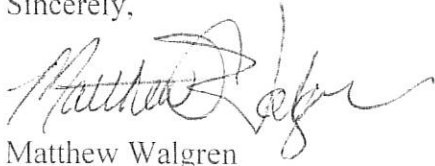
My name is Matthew Walgren and I live at 5661 Pioneer Avenue. I have been a resident of Cashmere off and on for about twenty years until about five years ago when my wife and I decided to make this city our permanent home. We absolutely love it here.

I wish to join the planning commission because I want to be more of an active member in this community. My goals are to become a member of the planning committee and put forth the dedication and hard work in this role and maybe someday run for city council.

To be honest I don't have a lot of experience in the area of public service, but when it comes to love for my community I am 100% Cashmere. In my younger years I was involved in speech and debate and I hope to be able to apply these skills to the position. My experience lies in the restaurant/hospitality industry for over twenty-five years which has given me a great deal of knowledge in customer service. I am currently employed part time at Mike's Meats as the catering chef as well as seasonal soup maker. My wife is an RN at the hospital which allows me to be a stay at home dad with a flexible schedule. Therefore, allowing me the ability to dedicate the necessary time to this position.

I know I might not meet the typical mold for this position, but I feel confident that if given the opportunity I will not disappoint. Thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Matthew Walgren". The signature is written in black ink and is positioned above the printed name.

Matthew Walgren

# 2018 CAPITAL PURCHASES AND PROJECTS

## 302 CAPITAL IMPROVEMENT FUND

City Hall	Furnace and Air Conditioner	\$25,000
Fire Department	SCBA Air Compressor	\$45,000
Streets	Rank Road Project Retainage	\$5,115
	Evergreen/Fisher St. Asphalt Project	\$40,000
Mulching Center	Chipping and Hauling Brush	\$20,000
	<b>Total 302 Capital Equipment and Projects</b>	<b>\$135,115</b>

## 411 WATER CAPITAL FUND

	Water Comp Plan Update	\$50,000
	Generator	\$210,000
	Slide Gate at Water Trt Plant	\$7,000
		<b>\$267,000</b>

## 412 WASTEWATER CAPITAL FUND

	Lagoon Cleanup	\$35,000
	Air Conditioner for Electrical Room	\$11,000
		<b>\$46,000</b>

## 501 EQUIPMENT RENTAL FUND

	Re-roof Public Works Building	\$110,000
	Power V Snow Plow	\$8,000
		<b>\$118,000</b>

Filed for and return 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

**Grantee(s):** Tree Top, Inc., a Washington corporation, as tenant of the Property; Cashmere Investments, LLC, a Washington limited liability company, as owner of the Property

**Reference Number(s) of Documents Amended:** N/A

**Abbreviated Legal Description:** Ptns of NW  $\frac{1}{4}$  and SW  $\frac{1}{4}$  of S3, and ptn. of NE  $\frac{1}{4}$  of S4, T23N, R19, E.W.M., Chelan County, Washington.

**Complete or Additional legal** on Exhibit A to document.

**Assessor's Parcel Number(s):** 231903230150

### **DIRECT DISCHARGE WASTEWATER SERVICES AGREEMENT FOR TREATMENT AT CITY WASTEWATER TREATMENT FACILITY**

This Direct Discharge Wastewater Services Agreement (this "Agreement") is made and entered into by and among the City of Cashmere, a Washington municipal corporation ("City"), Tree Top Inc, a Washington corporation ("Tree Top"), and Cashmere Investments, LLC, a Washington limited liability company ("Cashmere Investments"). The City, Tree Top, and Cashmere Investments may be individually referred to herein as a "Party" and collectively referred to as the "Parties."

## RECITALS

- A. Tree Top operates a fruit storage facility on certain real property located in the City owned by Cashmere Investments. The fruit storage facility is located on a portion of the property legally described in Exhibit "A" attached hereto (the "Property"). As further set forth herein, the Property was formerly owned by Tree Top, but was sold to Cashmere Investments in November 2010. Tree Top now leases a portion of the Property from Cashmere Investments. As a result of the continued operations on a portion of the Property, Tree Top continues to produce and discharge wastewater to the City wastewater treatment system.
- B. The City and Tree Top previously entered into a "Wastewater Treatment Agreement" dated November 5, 1990 ("1990 Wastewater Agreement"), and a "Wastewater Pretreatment Facility Interim Agreement dated September 29, 1990 (the "Interim Agreement").
- C. The City and Tree Top subsequently entered into a First Supplement to Wastewater Pretreatment Facility Interim Agreement, dated February 16, 2000 ("First Supplement"), which supplement was superseded and rescinded by the Second Supplement to Wastewater Pretreatment Facility Interim Agreement, dated April 24, 2000 ("Second Supplement"). As a result, the First Supplement is no longer in effect.
- D. In April 2011, the City and Tree Top entered into a Third Supplement to Wastewater Pretreatment Facility Interim Agreement, dated April 1, 2011 ("Third Supplement"). The 1990 Agreement, the Interim Agreement, the Second Supplement and the Third Supplement are collectively referred to below as the "BVF Related Wastewater Agreements."
- E. On or about November 5, 2010, Tree Top sold and conveyed the Property, including various other assets located on the Property, to Cashmere Investments. The Statutory Warranty Deed, dated November 5, 2010, evidencing the sale was recorded on November 9, 2010 at Chelan County Auditor's File No. 2332836. The assets sold and conveyed by Tree Top to Cashmere Investments included all of Tree Top's allocated capacity under the BVF Related Wastewater Agreements. With approval from the City, Tree Top also assigned to Cashmere Investments all of Tree Top's rights and obligations to the City under the BVF Related Wastewater Agreements, with exceptions as stated in the BVF Related Wastewater Agreements. In connection with the assignment, Tree Top and Cashmere Investments executed an "Agreement Regarding Bonds and Lien Authority" dated November 5, 2010.
- F. Tree Top now leases a portion of the Property from Cashmere Investments in order to store some of its fruit products. As a result of the operations at the Property, Tree Top continues to produce and discharge wastewater to the City wastewater treatment system.

- G. The City commenced design and construction of a new Wastewater Treatment Facility in 2011 (“Wastewater Treatment Facility”). The Wastewater Treatment Facility was completed and became operational in September 2014, and has been designed to have greater capacity and capability to treat domestic, commercial, and industrial wastewater.
- H. With the completion of the new Wastewater Treatment Facility, Tree Top’s current and anticipated wastewater flow from the Property is now directed to the Wastewater Treatment Facility, rather than to the sewer lagoon.
- I. Tree Top intends to obtain a modification to its wastewater discharge permit from the Department of Ecology (“DOE”) to allow Tree Top to discharge wastewater to the City sewer system, including the Wastewater Treatment Plant, pursuant to the terms and conditions set forth in the permit and established by the City.
- J. This new Agreement authorizes Tree Top to discharge industrial wastewater, of the type and at the range of volume that was historically flowing from Tree Top’s operations at the Property to the sewer lagoon, directly to the Wastewater Treatment Facility, on the terms and conditions set forth below, and so long as City wastewater service is generally available.
- K. This Agreement is meant to comply with the requirement of Section 13.15.090 of the Cashmere Municipal Code (the “CMC”) that each generator of industrial waste (as defined in the CMC) enter into a written agreement with the City that sets forth the generator’s pretreatment obligations, its obligation to pay a proportional capacity share of the City’s Wastewater Treatment Facility, and penalties for noncompliance.
- L. The Parties negotiated the terms of a separate agreement on file with the City and titled “Settlement Agreement Between Tree Top and Cashmere Investments and the City of Cashmere” related to the Property, and executed that agreement in October, 2015 (the “October 2015 Settlement Agreement”). The Parties have operated as if the terms of this Agreement have been in effect since the time that the City’s new Wastewater Treatment Facility became operational. The Parties ratify and confirm that all billing practices of the City and all discharge of Tree Top to the City’s new Wastewater Treatment Facility have been in compliance with the terms of this Agreement.

## AGREEMENT

NOW THEREFORE, in consideration of the mutual benefit of the City, Tree Top, and Cashmere Investments, the Parties hereby agree as follows:

1. Recitals. The Recitals set forth above are made a part of this Agreement as if set forth in full herein.

2. Wastewater Rates, Services and Responsibilities.

A. The monthly rates charged by the City for handling wastewater generated by Tree Top's current operations at the Property will be the City's standard schedule of rates and charges applicable to industrial customers, which on the Effective Date of this Agreement include only Tree Top and Crunch Pak, LLC, a Washington limited liability company, within the same class of customers producing industrial waste, based on volume and effluent characteristics (*e.g.*, BOD loading). The applicable current rates and charges are as set forth in City Resolution 08-2012, which Resolution and the rates therein may be amended by the City from time to time. Pursuant to Resolution 08-2012, the current schedule of rates is as follows:

### SCHEDULE 4-WW

INDUSTRIAL WASTEWATER SERVICE (City or County)  
Wastewater Strength more than 300ppm BOD, more than 300ppm TSS

**Character of service:**

This schedule is applied as determined pursuant to Chapter 13.15 CMC, City Ordinance No. 1132, and City Resolution 04-2008, unless otherwise provided by contract between the City and the utility customer.

**Metering:**

Usage shall be determined by a city-approved wastewater meter.

**Monthly Rates:**

User Charge shall be the minimum monthly charge and shall include up to 11,000 gallons.



**User Charge (for the first 11,000 gallons per month):**

<u>EFFECTIVE 1/1/14</u>	<u>EFFECTIVE 1/1/15</u>	<u>EFFECTIVE 1/1/16</u>
\$197.84	\$209.71	\$222.29
<u>EFFECTIVE 1/1/17</u>		
\$235.62		

**Per 1,000 metered gallons over the first 11,000**

<u>EFFECTIVE 1/1/14</u>	<u>EFFECTIVE 1/1/15</u>	<u>EFFECTIVE 1/1/16</u>
\$7.75	\$8.22	\$8.71
<u>EFFECTIVE 1/1/17</u>		
\$9.24		

Tree Top and Cashmere Investments recognize that if operating or capital costs require future changes in generally applicable rates (for example, if the Washington State Department of Ecology or any other government agency with jurisdiction requires that the City perform substantial improvements to or replacement of the existing wastewater transmission and treatment facilities), the City is entitled to adjust the wastewater rates applicable to the Property so long as the adjusted rates are applicable to other industrial customers and are proportionate to rates applicable to other similar customer groups, based on volumes and effluent characteristics.

In addition to the above rates, the City reserves the right to assess solids handling charges. Treating Tree Top's wastewater will increase biosolids production and to the extent that the additional biosolids can be attributed to Tree Top's loading, based upon relative BOD pounds, the City may charge the costs of additional treatment, handling and disposal of biosolids to Tree Top, so long as these solids handling charges are the same for all industrial customers within the same class, based on volume and effluent characteristics (e.g., BOD loading).

B. The City recognizes Tree Top's existing level of wastewater discharge at or from the Property and agrees to serve Tree Top at the Wastewater Treatment Facility consistent with the existing service level at the Property. Consistent with Tree Top's existing service levels, the level at which the City shall accept wastewater from the Property is up to a Flow Maximum of 6,000 gallons per day and a Maximum Monthly

Average Loading of 250 pounds of BOD and 25 pounds of TSS per day. The Peak Day (24 hour average) loading of wastewater from the Property shall not exceed 380 pounds of BOD per day and 65 pounds of TSS per day. These limits are subject to DOE approval and the operational requirements of the existing and future City treatment facilities as described below. These limits shall be referred to herein as the "Base Level Limits".

Tree Top shall be required to follow the collection, equalization, and sampling procedures set forth in Section 3, below, prior to discharge into the City sewer system and Wastewater Treatment Facility.

If wastewater from Tree Top negatively impacts the City's collection or treatment facilities, the City, in its sole discretion, will determine if the City sewer system has sufficient available capacity to properly convey and treat Tree Top's loading and flow at the Base Level Limits. If the Wastewater Treatment Facility does not have sufficient capacity to treat Tree Top's industrial wastewater at the Base Level Limits, the City may: (1) require Tree Top to reduce the maximum daily volume, the maximum BOD MG per L, and/or the maximum pounds of BOD as set forth in this Agreement; or (2) require additional pre-treatment, as a condition of Tree Top's continued discharge of industrial wastewater at lower Base Level Limits. The City and Tree Top will work together in good faith to mitigate any negative impact Tree Top's wastewater has on the City treatment facilities.

Any penalties imposed by the City on Tree Top and/or Cashmere Investments for violation of the City's wastewater standards shall be imposed consistent with applicable provisions of the Cashmere Municipal Code, as the same exists now or may hereafter be amended (currently at CMC 13.01.030 and CMC 14.13.020).

C. The provisions in Chapter 13.15 CMC, City Ordinance No. 1132, City Resolution 04-2008 and any and all Cashmere City Ordinances and Resolutions shall apply to this Agreement, except in the case of a conflict in which case the provisions in this Agreement shall apply.

3. Collection, Equalization and Sampling.

A. Tree Top will provide discharge collection, equalization, and sampling to enable uniform loading at the Wastewater Treatment Facility. All Tree Top wastewater discharged from the tank farm located on the Property shall be collected in a storage holding tank prior to discharge to the City sewer system. Once isolated in the tank, and prior to discharge to the City sewer system, the flow to the tank shall be shut-off, and the wastewater contents in the tank shall be sampled by Tree Top personnel to determine pollutant concentrations for COD, BOD, and other toxins or pollutants. The City may, upon request, obtain split samples of the wastewater contained in the storage tank.

B. All wastewater discharge by Tree Top at or from the Property to the Wastewater Treatment Facility shall be in isolated batches that have already been tested. The characteristics of the wastewater shall not change during any discharge. No additional discharge may be added after sampling or before the storage tank is emptied. All discharge times and flow rates will be monitored by the City. The discharge flow rate from the storage tank to the Wastewater Treatment Plant will depend on the strength of the wastewater in the storage holding tank and the flow and loading conditions at the Wastewater Treatment Facility. The type and timing of the flow equalization and rates to the Wastewater Treatment Facility will be determined by the City in good faith, in its sole discretion, based upon strength and flow characteristics, not only of Tree Top's effluent but also based upon strength and flow characteristics of all other incoming flow to the Wastewater Treatment Facility.

C. The City shall review the Wastewater Treatment Facility conditions during each discharge from the Tree Top storage tank, and may require adjustment to the discharge characteristics, or termination of the discharge to the Wastewater Treatment Facility, as needed, to protect the Wastewater Treatment Plant.

D. Tree Top's failure to comply with this requirement may result in the City's immediate suspension, without formal notice to Tree Top, of acceptance of industrial discharge from Tree Top. Any such suspension may continue, at the option of the City, until the required flow equalization has been implemented by Tree Top.

E. If the City is forced to expand the Wastewater Treatment Facility due to the increase of wastewater from the industrial customers, the City may require Tree Top, like any similar class industrial customer (i.e., a customer discharging similar industrial waste), to increase the level of pre-treatment and/or to pay rates, assessments or contributions in amounts that will enable the City to increase available treatment capacity. The monetary amounts that Tree Top will be required to pay, if any, will be proportional to the treatment capacity (measured by volume and effluent characteristics) used for Tree Top's wastewater, as compared with the wastewater of other industrial customers.

4. Service Commencement. The rates and terms of service provided herein have been in place since the new City Wastewater Treatment Plant became operational and shall continue upon recording of this Agreement.

5. Term. This Agreement is effective as of the date on which it has been executed by all Parties (the "Effective Date"), and shall be effective through October 1, 2020 or until some or all of the provisions of this Agreement may be revised by subsequent agreement of the Parties. However, nothing in this Agreement shall preclude Tree Top or Cashmere Investments from reducing or discontinuing its/their operations at the Property.

6. Termination.

A. Tree Top may terminate this Agreement by providing written notice to the City that: (a) Tree Top no longer intends to continue operations at the Property or is no longer in need of any discharge to City facilities, and (b) Tree Top is terminating this Agreement. In that event, this Agreement shall be terminated effective upon the date indicated in the notice of discontinuance of operations and shall have no further force and effect.

B. If Tree Top materially fails to comply with any of the provisions of this Agreement, the City may terminate this Agreement upon at least 30 days' prior written notice. If Tree Top corrects the material non-compliance prior to the 30th day following the date of the written notice, the City may not terminate this Agreement. If, as a result of the negligence, misfeasance or intentional act of Tree Top the same material non-compliance occurs again within the 365 days following its correction, the City may again provide a written notice of termination and this Agreement shall terminate on the 30th day following such notice without regard to any corrective actions that may be taken by Tree Top. Following termination pursuant to this provision, this Agreement shall be terminated and shall have no further force and effect. That termination shall have no effect with respect to penalties for which Tree Top or the City may be responsible for paying to the DOE or any other government agency with jurisdiction, including generally applicable penalties or remedies provided in the CMC.

7. Burdens Run With Property/Binding on Successors. The benefits and burdens of this Agreement shall run with the Property and apply only to the Property and will inure to the benefit of and be binding upon the Parties' successors and assigns.

8. Additional Wastewater Connections. Nothing in this Agreement shall prohibit Tree Top and/or Cashmere Investments from applying to the City for additional industrial wastewater and/or domestic wastewater service connections related to further development of the Property. Except as may be otherwise provided in the October 2015 Settlement Agreement, additional development of the Property which results in: (1) industrial wastewater discharge to the City in excess of the industrial wastewater discharge permitted pursuant to the terms of this Agreement; or (2) new domestic wastewater discharge connections; shall be subject to all applicable regulations, fees and charges in effect at the time of application for the development permit.

9. Bulk Volume Fermenter ("BVF"). If the BVF is utilized during the term of this Agreement the wastewater rates and the terms and conditions that apply shall be as set by agreement between the City and user and Cashmere Investments, at that time in accordance with the applicable terms of the BVF Related Wastewater Agreements and the October 2015

Settlement Agreement. All the terms and conditions of the BVF Related Wastewater Agreements and the October 2015 Settlement Agreement shall remain in full force and effect.

10. Ratification of Prior Agreements. Except as specifically modified by this Agreement, all prior Agreements between the Parties, including the BVF Related Wastewater Agreements and the October 2015 Settlement Agreement, remain in full force and effect.

11. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter. Any amendment or modification to this Agreement shall be in writing and approved by authorized officers of the City, Tree Top, and Cashmere Investments, or their respective successors or assigns.

12. Counterpart and Photocopy Signatures. This Agreement may be signed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement. Photocopied signatures shall be treated as original signatures for all purposes.

APPROVED by the City Council of the  
City of Cashmere, Washington, at an  
Open Public Meeting on the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_.

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JEFF GOMES, Mayor

ADDRESS FOR NOTICES:  
City of Cashmere  
Attn: Mayor  
101 Woodring Street  
Cashmere, WA 98815









**EXHIBIT A**  
**(Legal Description of Property)**

Parcel A

That portion of the South half of the Southeast quarter of the Northeast quarter of Section 4, Township 23 North, Range 19, E.W.M., Chelan County, Washington, lying Easterly of the Wenatchee River and North of the following described line: Beginning at a point on the East line of said Section 4, which point is 330 feet North of the East quarter corner of said Section 4; thence make on angle of 90°20' to the left and run a distance of 1010 feet, more or less, to the Wenatchee River, and the end of said described line, EXCEPT that portion conveyed to the Town of Cashmere by deed recorded under Auditor's No. 475538.

Parcel B

That portion of the Northeast quarter of Section 4, Township 23 North, Range 19, E.W.M., Chelan County, Washington described as follows: Begin at a point on the East line of Section 4, North 00°33'45" East 150.00 feet from the East quarter corner; thence continue North 00°33'45" East 180.00 feet; thence turn an angle of 90°20' to the left going North 89°46'15" West 180.00 feet; thence South 44°36'15" East 253.82 feet to the true point of beginning.

Parcel C

That portion of the North half of the Southeast quarter of the Northeast quarter of Section 4, Township 23 North, Range 19, E.W.M., Chelan County, Washington, described as follows: Beginning at a point on the South line of said North half of the Southeast quarter of the Northeast quarter 100 feet West of the Southeast corner of said subdivision; thence East to said Southeast corner; thence North along the East line of said subdivision 100 feet; thence Southwesterly to the point of beginning.

#### Parcel D

Those portions of the Southwest quarter of the Northwest quarter, the North 230 feet of the Northwest quarter of the Southwest quarter, and the South 250 feet of the North 480 feet of the Southwest quarter of Section 3, Township 23 North, Range 19, E.W.M., Chelan County, Washington, lying Westerly of the right of way of the State of Washington for State Highway No. 2 as deeded in deeds recorded in Auditor's No's 472639, 473349, and 474482, records of Chelan County, EXCEPT that portion of the South 210.75 feet of the North 230.00 feet of the Southwest quarter of said Section, lying West of the following described line: Commencing at the Northwest corner of the South 210.75 feet of the North 230.00 feet of said Southwest quarter; thence North  $88^{\circ}57'10''$  East (reference bearing) along the North line thereof, 221.00 feet to the point of beginning of said line; thence South  $1^{\circ}14'00''$  East to the South line of said North 230.00 feet of said subdivision and terminus of said line, AND EXCEPT that portion lying West of the following described line: Commencing at the Northwest corner of the South 250 feet of the North 480 feet of said Southwest quarter; thence North  $88^{\circ}57'10''$  East (reference bearing) along the North line thereof, 430 feet to the point of beginning of said line; thence South  $1^{\circ}14'$  East to the South line of said North 480 feet of said subdivision and terminus of said line.

#### Parcel E

That portion of Lot 1, Martin Subdivision, Chelan County, Washington, according to the plat thereof recorded in Volume 14 of Plats, Pages 28 and 29, described as follows: Commencing at the Southeast corner of the North half of the Southeast quarter of the Northeast quarter of Section 4, Township 23 North, Range 19, E.W.M., thence North  $86^{\circ}41'41''$  West a distance of 100.00 feet, along the South line of said section subdivision, as depicted on that record of survey, recorded under Auditor's No. 8802010044, to the true point of beginning; thence continuing along said line, North  $86^{\circ}41'41''$  West 320.03 feet to the Southerly extension of the West line of said Lot 1; thence North  $01^{\circ}24'55''$  West 40.14 feet along said West line; thence leaving said line South  $86^{\circ}41'41''$  East on a line parallel to and 40.00 feet Northerly of the said South line of the North half of the Southeast quarter of the Northeast quarter of Section 4, a distance of 361.36 feet; thence South  $46^{\circ}51'21''$  West a distance of 55.19 feet to the true point of beginning.

**AMENDMENT NO. 1 TO**  
**BIOSOLIDS HAULING AND BENEFICIAL USE SERVICES**  
**FOR THE CITY OF CASHMERE**  
**AT THE BOULDER PARK PROJECT**  
**CONTRACT NO. 01-0812**

This Amendment No. 1 to the contract for Biosolids Hauling and Beneficial Use Services for the City of Cashmere at the Boulder Park Project, Contract No. 01-0812 (the “Contract”) is made by and among the City of Cashmere, (“the City”), Boulder Park, Inc. and King County, all of which may be referred to collectively hereinafter as the “Parties.” The Contract allows the City to have its biosolids beneficially used through land application at the Boulder Park Project Beneficial Use Facility (“BPP”) in Douglas County, Washington.

WHEREAS the Parties entered into the Contract, effective September 10, 2012; and

WHEREAS pursuant to Section 6.1 of the Contract the term of the Contract will expire on December 31, 2017;

WHEREAS the Parties desire to amend the Contract as set forth herein.

NOW THEREFORE in consideration of the Parties’ mutual assent to the modifications set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Pursuant to Section 6.1 of the Contract, the Parties agree to extend the term of the Contract to and including December 31, 2020.

2. The rate set forth in Section 7.2 of the Contract shall be amended as follows:

The second sentence in Section 7.2 which currently reads as follows: “... at the rate of \$11.54 (Does not include hauling. If the City wants BPI to haul their biosolids then that price will be negotiated between the two Parties at the time that decision is made)(\$2.36 KC, \$0.18 Tax at Mansfield rate of 7.7%, and \$9.00 BPI) per wet ton (BPI base unit price)” [2012 dollars] shall be amended to read as follows:

“...at the rate of \$13.70 (\$2.89 KC, \$0.22 Tax at Mansfield rate of 7.7%, and \$10.59 BPI) per wet ton (BPI base unit price).” [2017 dollars]

3. The second sentence in Section 16 which currently reads as follows:

“Should BPI fail to commence or continue performance of this Contract after issuance of the Notice to Proceed, BPI shall reimburse the City for the actual damages and costs incurred by the City until other satisfactory arrangements for up to the remaining term of this Contract can be implemented.”

shall be deleted in its entirety and replaced with the following sentence:

“Unless BPI terminates this Contract pursuant to Section 17.1, then if BPI fails to commence or continue performance of this Contract after issuance of the Notice to Proceed, BPI shall reimburse the City for the actual damages and costs incurred by the City until other satisfactory arrangements for up to the remaining term of this Contract can be implemented.”

4. The fourth and fifth sentences in Section 20.3 which currently reads as follows:

“Thereafter, any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing in this subsection precludes any party from seeking relief from any Superior Court with jurisdiction.”

shall be deleted in their entirety and replaced with the following:

“Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be resolved by litigation brought in any Superior Court with jurisdiction.”

5. The District name in Section 27 which currently reads as follows:

“Name Bob Schmidt, Director of Operations”

shall be deleted in their entirety and replaced with the following:

“Name Randy Low, Wastewater Treatment Plant Operator”

6. The KC name in Section 27 which currently reads as follows:

“Name Lisa Vogel, Biosolids Project Manager”

shall be deleted in their entirety and replaced with the following:

“Name Jake Finlinson, Biosolids Project Manager”



6. Each individual signing this Amendment No. 1 warrants that he or she has the authority to execute this Amendment on behalf of the Party for which that individual signs.

All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to the Contract as of the date last signed below by the Parties.

**CITY OF CASHMERE**

**BOULDER PARK, INC.**

By \_\_\_\_\_  
JEFF GOMES, MAYOR

By \_\_\_\_\_  
LEROY THOMSEN, PRESIDENT

Date \_\_\_\_\_

Date \_\_\_\_\_

**KING COUNTY**

By \_\_\_\_\_  
MARK ISAACSON, DIRECTOR  
WASTEWATER TREATMENT DIVISION

Date \_\_\_\_\_

Approved as to form only:

\_\_\_\_\_  
VERNA BROMLEY, SR. DEPUTY PROSECUTING ATTORNEY

Date \_\_\_\_\_

1  
2  
3 PROSECUTION SERVICE AGREEMENT  
4

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.  
24  
25

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 \$225.00 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 2018 prosecution services the City shall pay to the County \$10,800.00 (48 total  
12 cases at \$225.00 per case) for said prosecution services to be paid in quarterly installments of  
13 \$2,700.00; 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 with 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, 2018 and shall terminate on the 31st day of December, 2018.

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.

19  
20 CITY OF CASHMERE

21  
22 By: \_\_\_\_\_  
    Mayor

23  
24 ATTEST: \_\_\_\_\_  
    Clerk

1 BOARD OF CHELAN COUNTY COMMISSIONERS

2  
3  
4 \_\_\_\_\_  
Doug England, Chairman

5  
6 \_\_\_\_\_  
Keith W. Goehner, Commissioner

7  
8 \_\_\_\_\_  
Kevin Overbay, Commissioner

9  
10 ATTEST: Carlye Baity

11  
12 \_\_\_\_\_  
Clerk of the Board

13 APPROVED:

14  
15 \_\_\_\_\_  
Douglas J. Shae  
16 Chelan County Prosecuting Attorney



# Chelan County Sheriff's Office

*Brian Burnett, Sheriff*

Law and Justice Bldg ★ 401 Washington Street #1 ★ Wenatchee, WA 98801  
Phone: (509) 667-6851 ★ Fax: (509) 667-6860

November 8, 2017

Dear City Partners,

We want to thank you for another successful year of collaboration, cooperation, and preparation and planning for the continuation of our Law Enforcement partnerships. We strive to provide the highest level of service, meeting the needs of our partners, the community, and the visitors to our county.

With the 2018-2021 contracts in place, and with the preparations of our own 2018 budget, we have been analyzing the costs for our Emergency Management division. Prior to 2015, the EM rate charged to cities was \$2.25 per capita. In 2015, that rate was increased to \$2.72 per capita. This rate was still well below half of the actual per capita cost for the year. While it is never something we look forward to, we do have to look at our rates going forward, and determine what an appropriate rate is for the services provided.

Due to the lateness in the budget planning period, we will be maintaining the current rates for the 2018 calendar year. We will continue to work on the development of a costing model that is equitable, and can be consistently applied for future years, and can be calculated as soon as we have an estimate of our Emergency Management Budget for the following year. The population numbers will continue to be used to make these calculations, and would be taken from the April 1<sup>st</sup> estimate on the [www.ofm.wa.gov](http://www.ofm.wa.gov) website. The purpose of this advance notice is to give your city time for budget planning for 2019.

We have enclosed your 2018 Emergency Management contract, for your review and signature. Please sign and keep a copy for yourself, then return the fully executed copy. If you have any questions or concerns, please let me know.

Sincerely,

Brian Burnett

Sheriff

Integrity ★ Teamwork ★ Excellence

**Jason Mathews**  
Undersheriff

★ **Jason Reinfeld** ★  
Chief of Special Operations

**Rick Johnson**  
Chief of Patrol

★ **Valerie Secrist** ★  
Chief Civil Deputy

**Jan Brincat**  
Executive Assistant



## 2018 AGREEMENT FOR EMERGENCY SERVICES

This Agreement entered into this 6<sup>th</sup> day of November, 2017, by and between the CITY OF CASHMERE, hereafter referred to as the Contractee, and CHELAN COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT, hereafter referred to as CHELAN COUNTY.

### I. Purpose

Contractee understands and agrees that Chelan County will provide services to Contractee to develop a comprehensive emergency management plan and program and other emergency operational functions herein described, and as required in Ch. 38.52 RCW.

### II. Services to be Provided

Chelan County shall provide the necessary equipment and personnel to establish operational plans and programs in cooperation with the Contractee as follows:

1. To provide for continuing compliance with Ch. 38.52 RCW.
2. To provide an Emergency Services organization and coordinate the operational and support activities for periods before, during and after an emergency and or disaster.
3. To coordinate local Emergency Services planning with the Federal Government, the State of Washington, neighboring counties, military organizations and other support agencies.
4. To provide for the effective utilization of resources within, or from outside Contractee to minimize the effects of disaster and to request assistance, as needed, through established emergency services channels.
5. To recruit, register and identify personnel and provide for compensation coverage for volunteers who suffer injury or equipment loss as a result of emergency services duty.
6. To provide emergency and disaster control assistance and coordination either on-scene or through the emergency operations center.
7. To develop a system for warning the general public of Contractee and to provide for information and guidance to the general public.
8. To provide, on request, support for emergency operations, such as, hazardous material incidents, major fires and other disasters.
9. To perform normal office procedures, correspondence and inventories.
10. To coordinate with elected and appointed officials in Contractee.
11. To provide for communications systems capable of meeting emergency operational requirements either on-scene or at the emergency operations center.

### III. Response to Emergencies

Chelan County shall respond to Contractee emergencies, upon request; from the Mayor or his designee.

#### IV. Coordination with Contractee's Officials

The Mayor or his designee shall serve as liaison and consultant for operational functions between Chelan County and Contractee in performance of the contract. All financial commitments and contract agreements shall be approved by the city council of Cashmere and the Board of Chelan County Commissioners.

#### V. Annual Program

Chelan County and Contractee shall develop an annual program and activity schedule which outlines the basic projects and responsibilities each entity has agreed to accomplish during a given time period.

#### VI. Hold Harmless

Each party shall be legally responsible for the actions of their individual employees and each party shall be solely responsible for meeting all statutory responsibilities of their jurisdiction; provided Contractee agrees to indemnify, defend and hold harmless Chelan County from any legal action arising out of Chelan County's assumption of statutory responsibilities for Contractee by virtue of this contract, unless caused by Chelan County's negligence or breach of this agreement.

Chelan County agrees to indemnify, defend and hold harmless the Contractee from action arising out of Chelan County's negligence or breach of this agreement. Contractee agrees to indemnify, defend and hold harmless Chelan County from action arising out of Contractee's negligence or breach of this agreement.

#### VII. Cost Basis for Services

On an annual basis, Chelan County will establish the total cost of county Emergency Management Services provided in the prior year. Utilizing the estimated populations of cities, counties, and towns population data from the State of Washington Office of Financial Management Forecasting Division, ([www.ofm.wa.gov](http://www.ofm.wa.gov)), per capita costs of Emergency Management Services costs will be established. This per capita cost of services will be used as the basis for establishing payments for services.

#### VIII. Payment for Services

Contractee shall pay to Chelan County the sum of eight thousand one hundred eighteen dollars and zero cents (\$8118.00) for services to be provided during the period from January 1 to December 31, 2018, payable in four equal installments of two thousand and twenty-nine dollars and fifty cents (\$2029.50), due at the end of the first month of each calendar quarter.

#### IX. Term

This contract expires at midnight, December 31, 2018. Both parties agree to renegotiate this contract for continuation of services, unless terminated by either party by giving written notice to the other party 120 days prior to the expiration date of this contract.

#### X. Administration

No new or separate legal or administrative entity is created by this agreement and no real or personal property will be acquired pursuant to this agreement. This agreement will be administered by the participating jurisdictions.

#### XI. Nondiscrimination

There shall be no discrimination against any employee who is paid by funds through this agreement or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited, to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay, or other forms of compensation, and selection for training.

#### XII. Amendments

This agreement may only be modified by a written agreement signed by the parties' legislative authorities.

#### XIII. Waiver

The failure of a party to insist upon strict adherence to or performance of any provision of this agreement on any occasion shall not be considered a waiver nor shall it deprive that party of the right thereafter to enforce performance of or adherence to that provision or any other provision of this agreement.

#### XIV. Governing Law

This agreement shall be construed under Washington law.

#### XV. Severability

If any term, provision, or condition of this agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

#### XVI. Recording

This agreement shall be filed with the county auditor or, alternatively, listed by subject on the parties' public websites or other electronically retrievable public source.

IN WITNESS THEREOF; Chelan County and Contractee have executed this agreement as of the date and year written below.

DATED at Wenatchee, Washington this 6<sup>th</sup> day of November, 2017.

BOARD OF CHELAN COUNTY COMMISSIONERS



**EXCUSED**

\_\_\_\_\_  
DOUG ENGLAND, CHAIRMAN

*Keith W. Goehner*  
\_\_\_\_\_  
KEITH GOEHNER, COMMISSIONER

*Kevin Overbay*  
\_\_\_\_\_  
KEVIN OVERBAY, COMMISSIONER

ATTEST: CARLYE BAITY

*Carlye Baity*  
\_\_\_\_\_  
Clerk of the Board

CITY OF CASHMERE MAYOR:

\_\_\_\_\_  
JEFF GOMES

ATTEST: \_\_\_\_\_  
City Clerk

DIRECTOR CHELAN COUNTY EMERGENCY MANAGEMENT:

*Brian Burnett*  
\_\_\_\_\_  
SHERIFF BRIAN BURNETT

