



CASHMERE CITY COUNCIL MEETING
MONDAY, SEPTEMBER 11, 2023, 6:00 P.M., CITY HALL

THE PUBLIC CAN ATTEND IN PERSON, CALL-IN OR LOG-IN TO ZOOM TO PARTICIPATE IN THE CITY COUNCIL MEETING. PLEASE CALL-IN OR LOGIN 5 MINUTES PRIOR TO MEETING.

To Join the Meeting Go To <https://zoom.us>
Meeting ID: 882 719 9871 Passcode: 788276
Audio Only: PH# 1-(253)-215-8782

AGENDA

CALL TO ORDER - ROLL CALL – FLAG SALUTE

ANNOUNCEMENTS

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of August 28, 2023, Regular Council Meeting
2. Payroll and Claims Packet Dated September 11, 2023

BUSINESS ITEMS

1. Ordinance No. 1320 water and sewer line ownership
2. Interlocal Agreement for the housing of inmates in the Chelan County Regional Jail 2024-2026
3. Amendment of quantities to the Trail Repair and Paving project
4. Parking Discussion

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 AUGUST 28, 2023, AT CASHMERE CITY HALL – In-Person and Digital

OPENING

Mayor Jim Fletcher opened the regular City Council meeting at 6:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

The public can attend the council meeting in person, by phone, or by digital conference.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jim Fletcher	
Council:	John Perry Chris Carlson Shela Pistorosi Jayne Stephenson Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer Steve Croci, Director of Operations	Chuck Zimmerman, City Attorney

ANNOUNCEMENTS

PUBLIC COMMENTS

Dave Erickson residing at 317 Olive Street is the Parks and Recreation Director for the City of Wenatchee. Dave let the mayor and council know about an awesome experience the kids in the Wenatchee Summer Day Camp had at the City Pool. Dave stated that the Pool Manager Christie and her team did an outstanding job making the experience special. The kids had such a great time they want to come to the Cashmere Pool every day next year.

Jeff Gomes residing at 222 Chapel Street addressed the mayor and council regarding all the large vehicles parked on Chapel Street. There are RV's, boats, a camper on blocks, construction trailer, and a bus. With no sidewalks it's very unsafe for the kids walking to school. He called the Sheriff's Department and was informed that the City must request the vehicles be towed. Director Croci has tagged the vehicles giving them notice and Gomes wants to make certain the City follows up to remove the vehicles.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of August 14, 2023, Regular Council Meeting

Payroll and Claims Packet Dated August 28, 2023

Claims Direct Pay and Check #42896 and #42897 through #42915 totaling \$119,741.43

Manual Check #42895 replacing #42895

Amendment to Evergreen Mountain Bike Alliance Agreement-extending the term to October 31, 2023

MOVED by Councilor Perry and seconded by Councilor Stephenson to approve the items on the Consent Agenda. Motion carried.

PUBLIC HEARING ON THE SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM 2024-2029

Director Steve Croci explained that the first three priorities: South Douglas Street, Prospect Street, and Norman & North Douglas included water, sewer, and road improvements.

Mayor Flether opened the public hearing at 6:15 p.m. to receive public comment on the Six-Year TIP. With no comments from the public the hearing was closed at 6:15 p.m.

RESOLUTION NO. 04-2023 ADOPTING THE SIX-YEAR TIP FOR 2024-2029

MOVED by Councilor Pratt and seconded by Councilor Carlson to approve Resolution No. 04-2023 adopting the Six-Year TIP for 2024-2029. Motion carried.

SELECTION OF CONTRACTOR FOR CHIP SEALING THE ALLEY ON THE 400 BLOCK BETWEEN MISSION AND COTTAGE AVE.

The City received three bids for the chip seal of the alley. The lowest bid was \$41,580 to the highest bid of \$105,430.05. City staff recommended the selection of A&W Paving as they were the lowest bid.

MOVED by Councilor Pistorosi and seconded by Councilor Pratt to approve the selection of A&W Paving as the contractor for the alley chip seal project and authorize the mayor to sign the documents. Motion carried with 4 in favor and Councilor Perry voting no, due to his standing opposition to chip seal repairs.

SCOPE OF WORK FOR BOGARD-PASCUA ENGINEERS TO PROVIDE MECHANICAL PROFESSIONAL SERVICES TO GENERATE A PERFORMANCE SPECIFICATION RELATED TO THE HVAC SYSTEM AT RIVERSIDE CENTER

The HVAC unit does not work at the Riverside Center and no air conditioning is available. The city contacted the North Central Regional Libraries' engineering consultant for HVAC systems, Bogard/Pascua Engineers. They reviewed the available information and recommended replacing the existing outdoor condensing unit (heat pump), indoor fan coil unit and refrigerant piping with new components which match the capacity of the existing components. The new equipment can be placed in the same locations as the existing components which will minimize impacts on the building and simplify the installation. Bogard/Pascua Engineers provided a fee proposal to generate performance specifications which will describe the scope of work, list the recommended replacement equipment, and identify minimum requirements of the Contractor so the project may be bid by multiple contractors. The lump sum fee for the performance specifications is \$4,500 plus up to \$100 in reimbursable expenses.

MOVED by Councilor Pratt and seconded by Councilor Perry to approve Bogard/Pascua Engineers to develop performance specifications for the Riverside Center HVAC system and authorize the mayor to sign the documents. Motion carried with 3 in favor and Councilors Carlson and Stephenson voting no, due to the \$4,500 cost.

PROGRESS REPORTS

Mayor Fletcher stated that the Cashmere School District and the Cashmere Library is having a Migrant/Hispanic Culture celebration on September 18th from 6:00 p.m. to 8:00 p.m. and they have requested the street in front of the library be closed during the event.

The mayor stated that he will sign the Special Use Permit if the council has no objections. There were no objections from the council.

Mayor Fletcher reported that due to an issue with record keeping and reporting in 2022 the Department of Ecology investigated and issued a Notice of Violation to the City requiring the City to report corrective action. There were no penalties issued.

Director Croci reported on the status of the Sunset Highway Project.

Project Manager Dorien McElroy with Woodard & Curran reported on the water and wastewater departments.

- Maintenance on all PRV's
- PRV for Division Street has been installed
- SCADA project submittals are coming in
- RH2 has submitted 1st drawing for the 5 Emergency Generator sites
- Lead samples were taken, and no lead was detected
- The Water Consumer Confidence report was completed and mailed out
- The WWTP has had issues with phosphorus levels. W&C and the City have been working with Crunch Pak to change how they discharge to the City. W&C has been controlling dosage and the testing is back to normal
- W&C is sponsoring Easton Corbin at the Chelan County Fair

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:59 p.m.

James Fletcher, Mayor

Attest:

Kay Jones, Clerk-Treasurer

Staff Summary

Date: 9/11/23

To: City Council

From: Jim Fletcher, Mayor

RE: Adoption of Ordinance 2023-1320 Regarding City Utility Line Ownership

Ordinance 2023-1320 amends sections of Cashmere Municipal Code 13.01 to clarify City ownership and maintenance of water and sewer utility lines.

Council reviewed a draft of the ordinance at the August 28, 2023, council meeting. Final draft of the ordinance was reviewed and approved by City Attorney.

Staff Recommendation

Move to approve Ordinance 2023-1320 clarifying City ownership of water and sewer utility lines. Authorizing the Mayor to sign.

ORDINANCE NO. 2023-1320

AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, AMENDING SUBSECTION 13.01.100 OF THE CASHMERE MUNICIPAL CODE; AMENDING PROVISIONS RELATING TO WATER AND SEWER LINE OWNERSHIP AND MAINTENANCE AND ADDING PROVISIONS RELATING TO CITY LOCATES; REPEALING SECTION 13.01.140 OF THE CASHMERE MUNICIPAL CODE TO REMOVE AN EXPIRED SPECIAL RATE FROM THE CODE; CONTAINING A SEVERABILITY PROVISION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Mayor has identified potential issues with respect to ownership and maintenance of City water and sewer lines in the City and requests for locates and the responses of the City thereto; and

WHEREAS, the Mayor proposes the revisions to Section 13.01.100 of the Cashmere Municipal Code as set forth in this Ordinance as a reasonable solution to resolve the identified code issues; and

WHEREAS, the Blue Star Growers, Inc. special rate set forth in Section 13.01.140 expired in 2015 so this provision should be repealed and removed from the Cashmere Municipal Code; and

WHEREAS, the City Council has reviewed this Ordinance and determined that approval of this Ordinance is in the best interest of the public health, safety and welfare of the citizens of the City; NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. Section 13.01.100 is hereby amended to read as follows:

13.01.100 Water and sewer lines definitions, ownership, maintenance, and locates.

A. The following terms shall have the following definitions for purposes of this section:

Water Service Line - The pipe from the city Water Main Line serving the structure or building.

Water Main Line - A water supply pipe or system of pipes owned and maintained by the city. Water Main Lines are typically in the public right-of-way or a dedicated easement to which, with city approval, a Water Service Line may be connected.

Wastewater Service Line – The pipe transporting waste from the building or structure to the city-owned Wastewater Main Line and includes any portion of pipe within the public right-of-way.

Wastewater Main Line - A pipe or system of pipes, owned and maintained by the city and used to transport waste from a Wastewater Service Line to the wastewater treatment plant. Wastewater Main Lines are typically in the public right-of-way or a dedicated easement to which, with city approval, a Wastewater Service Line may be connected.

B. Water Lines.

1. The city owns all Water Main Lines that have been accepted by the city.

2. City ownership of Water Main Lines extends from the water main to the meter box when the meter box is located within the public right-of-way. The city ownership extends from the Water Main Line to the isolation valve in the public right-of-way when the meter is located on private property or to the public right-of-way line when there is no isolation valve in the public right-of-way.

All costs for installation, repair and maintenance of any Water Service Line not described above as a Water Main Line owned by the city is the responsibility of the property owner(s) served by the Water Service Line.

3. The city owns and maintains all meters and meter boxes regardless of whether they are located within the public right-of-way or on private property.

C. Wastewater Lines.

1. The city owns all Wastewater Main Lines that have been accepted by the city.

2. The Wastewater Service Line extends:

a. From the city-approved and city-owned riser or shutoff valve (if a riser or shutoff valve has been installed) to the building;

b. From a manhole or cleanout located in the public right-of-way or at the public right-of-way line to the building; or

c. From the Wastewater Main Line to the building if the circumstances described in subsections (C)(2)(a) or (b) of this section do not exist.

A Wastewater Service Line is owned entirely by the property owner(s) served by the Wastewater Service Line. All costs for installation, repair and maintenance of a Wastewater Service Line are the responsibility of the property owner(s) served by the Wastewater Service Line. The property owner(s) served by a Wastewater Service Line shall be responsible for repair of any break or blockage of a Wastewater

Service Line that occurs on private property, within public right-of-way, within an easement, or within the building plumbing.

D. Locates.

1. The city shall respond to requests for locates of Water Main Lines and Wastewater Main Lines when requested, regardless of where they are located.

Section 2. Section 13.01.140 of the Cashmere Municipal Code is hereby repealed.

Section 3. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or the constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 4. This Ordinance shall take effect and be in full force five (5) days after this Ordinance or a summary thereof consisting of the title is published.

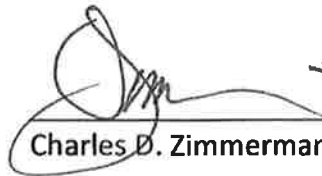
APPROVED BY THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON AT AN OPEN PUBLIC MEETING THE ___ DAY OF _____, 2023.

James Fletcher, Mayor

ATTEST:

Kay Jones, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY



Charles D. Zimmerman

FILED WITH THE CITY CLERK: 9/6/2023
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO. _____

SUMMARY OF ORDINANCE NO. 2023-__

of the City of Cashmere, Washington

On the ___ day of _____, 2023, the City Council of the City of Cashmere, Washington, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, AMENDING SUBSECTION 13.01.100 OF THE CASHMERE MUNICIPAL CODE; AMENDING PROVISIONS RELATING TO WATER AND SEWER LINE OWNERSHIP AND MAINTENANCE AND ADDING PROVISIONS RELATING TO CITY LOCATES; REPEALING SECTION 13.01.140 OF THE CASHMERE MUNICIPAL CODE TO REMOVE AN EXPIRED SPECIAL RATE FROM THE CODE; CONTAINING A SEVERABILITY PROVISION; AND SETTING AN EFFECTIVE DATE.

The full text of this Ordinance will be mailed upon request.

DATED this ___ day of _____, 2023.

Kay Jones, City Clerk

Kay Jones

From: Mayor
Sent: Friday, August 18, 2023 1:24 PM
To: Kay Jones
Subject: Fwd: 2024-2026 User Agency Contracts for the Jail
Attachments: Cashmere Cover Letter Signed.pdf; City of Cashmere Contract 2024-2026.pdf

Attachments cost increase!!!!

Get [Outlook for iOS](#)

From: Michelle D. Torgerson <MichelleD.Torgerson@CO.CHELAN.WA.US>
Sent: Friday, August 18, 2023 1:22:00 PM
To: Mayor <mayor@cityofcashmere.org>
Subject: 2024-2026 User Agency Contracts for the Jail

[External Email]

Hello Mayor Fletcher,

Attached is the 2024-2026 contract between the City of Cashmere County and the Chelan County Regional Jail, and ready for your review. This has been set up as a three year contract. The Jail has had a significant increase in the budget due to cost of goods, food, services and salaries that will increase 10% across all teams. The City of Cashmere's ADP and number of bookings per month has increased dramatically. The previous contract listed the booking as .008 and the ADP as .37. The current ADP from 7/1/23 through 6/30/23 the booking is .0142 and ADP is at .87. With those increases the new rate has increased by \$72,362.80 annually.

The new bed rate for 2024 is \$164.18. The new annual rate for City of Cashmere is \$112,411.12. Monthly rate is \$9,367.59. The method for the calculation is the same with a base fee and a usage fee as was used for the last contract. Please review the contract and let me know if you have any questions. We request the contract be returned no later than November 1, 2023.

We will be happy to meet upon your request to go over any questions you may have. Please give me a call or an email and we can set-up a meeting.

Thank-You,

Michelle Torgerson

Business Manager

Chelan County Regional Jail

Office: (509) 667-6319

Michelled.Torgerson@co.chelan.wa.us



CHELAN COUNTY REGIONAL JUSTICE CENTER

Chris Sharp, Director

401 Washington St. Level 2 • Wenatchee, WA 98801 • Phone: (509) 667-6462 • www.co.chelan.wa.us

August 14, 2023

Mayor Jim Fletcher
City of Cashmere
101 Woodring Street
Cashmere, WA 98815

RE: 2024 Daily Bed Rate & Billing Method

Dear Mayor Fletcher:

The Chelan County Regional Jail values our professional relationship with the City of Cashmere, and we are committed to ensuring that our shared interests in public safety remain as our highest priority. At the same time, we continue to focus upon cost-saving measures as we aggressively pursue opportunities, efficiencies, and technologies. It has been difficult to find ways to save money when costs of goods, food, services, and salaries have increased dramatically. Salaries will be increasing in 2024, but we do not have numbers for that as of yet. We are anticipating an increase of at least 15% due to negotiations and nursing staff. Since 2019 our food costs have increased 41.73%, and overall we have seen at least a 10% increase in spending on the same things we buy every day.

The Chelan County Regional Jail is dependent upon the revenue generated from daily bed rates as the primary funding source. We have completed a comprehensive analysis to determine our operating costs of maintaining a safe and secure jail facility. Billing is calculated with a blended rate. This rate consists of a Base Fee, based on each user's booking statistics, plus a Usage Fee based on a Daily Bed Day Rate.

With these changes in costs the City of Cashmere 2024 Rate is as follows: The Base fee is calculated on a booking percentage of 1.42% for the amount of \$60,275.76. The Usage Fee is based on an ADP of .87 for the amount of \$52,135.36. **For 2024, the annual rate will be \$112,411.12, paid at \$9,367.59 per month.**

Ms. Michelle Torgerson (Business Manager) and I will be happy to meet with you to discuss and answer any questions. I may be reached at (509) 667-6319. Michelle's contact information is below.

Michelle Torgerson – Business Manager
(509) 667-6319

MichelleD.Torgerson@co.chelan.wa.us

Sincerely,

Chris Sharp, Director



CHELAN COUNTY REGIONAL JUSTICE CENTER

Chris Sharp, Director

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CCRJC 2023 Billing Model

- Set monthly rate.
- Billed the 1st of each month.
- Monthly rate consists of a blended billing:
 - Base Rate:
 - Base rate is calculated on booking over a 12 month period (July 2022 – June 2023)
 - Percentage of total bookings (i.e. if your agency is 20% of our bookings, your base fee is based on 20%)
 - Usage Rate:
 - Usage rate is calculated with a daily bed rate and the Average Daily Population over a 12 month period. (July 2022 – June 2023)
 - All Average Daily Populations will be Gross Misdemeanors or less. If a felony and charges are filed it becomes Chelan County.
- Monthly billing will not be reconciled the following year.
- Reason:
 - Set monthly billing assists with budgeting and cash flow.
 - The blended billing allows the base fee (based on booking statistics) to help keep the doors open, regardless of number of bookings.
 - Usage rate allows for payment based on actual past usage.

Chelan County Regional Justice Center Billing Method Explanation

Booking Statistics by %

	2022												2023												Total
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	
Cashmere	0.014	0.025	0.023	0.018	0.021	0.013	0.003	0.015	0.016	0.013	0.003	0.008	0.014	1.42%											
Chelan County Sheriff Office	0.257	0.279	0.254	0.223	0.283	0.275	0.281	0.323	0.273	0.286	0.286	0.289	0.276	27.56%											
Chelan	0.020	0.028	0.006	0.027	0.017	0.010	0.013	0.026	0.010	0.016	0.021	0.008	0.017	1.68%											
Douglas County	0.206	0.152	0.142	0.157	0.152	0.164	0.148	0.123	0.185	0.109	0.146	0.156	0.153	15.32%											
DOC	0.073	0.096	0.080	0.098	0.097	0.111	0.075	0.078	0.120	0.120	0.106	0.092	0.095	9.55%											
Entiat	0.003	0.000	0.006	0.000	0.003	0.007	0.000	0.000	0.000	0.000	0.000	0.000	0.002	0.16%											
East Wenatchee PD	0.093	0.093	0.129	0.131	0.110	0.128	0.128	0.100	0.120	0.138	0.114	0.119	0.117	11.69%											
Leavenworth	0.014	0.006	0.010	0.015	0.017	0.010	0.010	0.007	0.020	0.005	0.008	0.011	0.011	1.109%											
Wenatchee PD	0.308	0.313	0.331	0.312	0.276	0.275	0.331	0.294	0.250	0.301	0.307	0.303	0.300	30.00%											
Other	0.011	0.009	0.019	0.021	0.024	0.007	0.013	0.033	0.007	0.013	0.011	0.014	0.015	1.51%											
Total	1	1	1	1	1	1	1	1	1	1	1	1	1.000	100.0%											

Booking Statistics by Qty

	2022												2023												Total
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	
Cashmere	5	5	8	7	6	6	4	1	4	5	5	3	1	3											
Chelan County Sheriff Office	91	90	79	79	75	82	82	112	87	84	110	108	104	1104											
Chelan	7	7	9	2	9	5	3	5	7	3	6	8	3	67											
Douglas County	73	49	44	44	53	44	49	59	33	57	42	55	56	614											
DOC	26	31	31	25	33	28	33	30	21	37	46	40	33	383											
Entiat	1	0	0	2	0	1	2	0	0	0	0	0	0	6											
East Wenatchee PD	33	30	30	40	44	32	38	51	27	37	53	43	43	471											
Leavenworth	5	5	2	3	5	5	3	4	2	6	2	3	4	44											
Wenatchee PD	109	101	103	103	105	80	82	132	79	77	116	116	109	1209											
Other	4	4	3	6	7	7	2	5	9	2	5	4	5	59											
Total	354	323	311	337	290	298	298	399	269	308	385	378	360	4012											

Booking Summary

Cashmere	55	0.014	1.42%
Chelan County Sheriff Office	1104	0.276	27.56%
Chelan	67	0.017	1.68%
Douglas County	614	0.153	15.32%
DOC	383	0.095	9.55%
Entiat	6	0.002	0.16%
East Wenatchee PD	471	0.117	11.69%
Leavenworth	44	0.011	1.11%
Wenatchee PD	1209	0.300	30.00%
Other	59	0.015	1.51%
Total	4012	1.000	100.0%

**Chelan County Regional Justice Center
Billing Method Explanation**

	2022												2023											
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
2023 Annual ADP																								
Cashmere	0.91	0.89	0.80	1.18	1.57	0.53	0.71	0.27	0.45	1.07	1.03	1.07	0.45	1.03	1.07	1.03	1.03	1.06	1.03	1.03	1.03	1.03	1.03	1.07
Chelan	0.81	0.89	0.46	0.63	0.40	0.20	0.45	1.70	1.87	1.06	1.03	1.06	1.87	1.03	1.06	1.03	1.06	1.06	1.03	1.03	1.03	1.03	1.06	1.06
East Wenatchee	7.88	6.34	6.52	9.15	7.58	6.78	8.45	8.35	6.46	8.87	8.59	8.87	6.46	8.59	8.87	8.59	8.87	8.87	8.59	8.59	8.59	8.59	8.87	8.87
Entiat	0.03	0.00	0.10	0.00	0.13	0.23	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.04
Leavenworth	0.45	0.23	0.96	0.29	0.30	0.13	0.37	0.25	0.39	0.17	0.16	0.17	0.39	0.16	0.17	0.16	0.17	0.17	0.16	0.16	0.16	0.16	0.17	0.32
Wenatchee	19.51	17.57	22.59	21.82	18.94	20.53	29.65	24.03	16.42	21.43	20.74	21.43	16.42	21.43	21.43	20.74	21.43	21.43	20.74	20.74	20.74	21.43	21.43	21.22
Chelan County	95.49	100.24	111.51	103.42	97.94	91.67	100.67	105.05	90.97	91.41	88.46	91.41	90.97	88.46	91.41	88.46	91.41	91.41	88.46	88.46	88.46	91.41	91.41	97.35
DOC	12.05	10.67	11.94	10.84	10.08	10.87	9.49	7.55	10.66	16.17	15.64	16.17	10.66	15.64	16.17	15.64	16.17	16.17	15.64	15.64	15.64	16.17	16.17	11.84
Douglas County	33.48	33.77	24.48	22.02	22.44	25.39	31.76	25.60	29.44	26.30	25.45	26.30	29.44	25.45	26.30	25.45	26.30	26.30	25.45	25.45	25.45	26.30	26.30	27.20
Juvenile	0.00	0.00	0.00	0.00	0.47	0.00	-	0.45	0.82	0.70	0.68	0.70	0.82	0.68	0.70	0.68	0.70	0.70	0.68	0.68	0.68	0.70	0.70	0.32
US Marshals	0.06	0.33	0.23	0.22	0.11	0.06	0.83	2.34	0.50	1.15	1.11	1.15	0.50	1.11	1.15	1.11	1.15	1.15	1.11	1.11	1.11	1.15	1.15	0.67
Other	0.00	0.00	0.90	0.16	0.10	0.00	0.65	0.12	0.03	-	-	-	0.03	-	-	-	-	-	-	-	-	-	-	1.00
Total	170.68	170.93	180.49	169.73	160.06	156.39	183.03	175.71	158.01	168.33	162.89	168.33	158.01	162.89	168.33	162.89	168.33	168.33	162.89	162.89	162.89	168.33	168.33	168.80

2024 Rate Calculation

Budget* = 12,127,919 35% = 4,244,771.65

Portion of Budget to multiply against bookings (keep the lights on)

1.42% (Bookings) * 4,244,771.65 = 60,275.92 (Base Fee)

ADP .87 * 164.18 (Daily Bed Rate) * 365 Days = 52,135.36 (Usage Fee)

2021 Rate	\$ 3,027.08	ADP	0.37
		Booking	0.80%

Base Fee + Usage Fee = Annual Amount divided by 12 months = Monthly
 60,275.92 + 52,135.36 = 112,411.28 / 12 = \$9,367.61

	(Booking)	2024 Base	(ADP)	% of ADP	Usage	2024 Annual	Monthly
Cashmere	1.42%	60,275.92	0.87	0.52%	52,135.36	\$ 112,411.28	\$ 9,367.61
Chelan	1.68%	71,312.35	0.88	0.52%	52,734.62	\$ 139,828.92	\$ 11,652.41
Entiat	0.16%	17,000.00	0.05	0.03%	2,996.29	\$ 19,996.29	\$ 1,666.36
Leavenworth	1.12%	47,329.33	0.32	0.19%	19,176.22	\$ 66,505.55	\$ 5,542.13
Chelan County	27.56%	1,169,862.18	97.35	57.67%	5,545,596.29	\$ 6,715,458.48	\$ 559,621.54
Douglas County	15.32%	650,300.75	27.20	16.11%	1,629,979.04	\$ 2,280,279.79	\$ 190,023.32
DOC	9.55%		11.84	7.01%		\$ 432,000.00	\$ 40,000.00
East Wenatchee	11.69%	496,215.13	7.82	4.63%	468,618.97	\$ 964,834.10	\$ 80,402.84
Wenatchee	30.00%		21.22	12.57%	1,271,648.18	\$ 1,528,065.00	\$ 127,338.75

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

THIS INTERLOCAL AGREEMENT is made and entered into on this _____ day of _____, 20__ by and between the City of CASHMERE, Washington, a Washington municipal corporation, hereinafter referred to as “City”, and Chelan County, Washington, hereinafter referred to as “Chelan County”, each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

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

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

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

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

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

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

1. GOVERNING LAW

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

2. DURATION

This Agreement shall enter into full force and effect from **January 1, 2024 and end December 31, 2026**, subject to earlier termination as provided by Section 3 herein. Nothing in this Agreement shall be construed to require the City to house inmates in Chelan County continuously.

3. TERMINATION

(a) By either party. This Agreement may be terminated by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective sixty (60) working days after receipt of such notice. Within said sixty (60) days, the City agrees to remove its inmate(s) from the CCRJC.

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

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

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

4. MAILING ADDRESSES

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

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

Primary Contact Person: Chris Sharp, Director
Secondary Contact: Michelle Torgerson, Business Manager

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

Primary Contact Person: Jim Fletcher, Mayor
Secondary Contact: City Clerk-Treasurer

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

5. DEFINITIONS

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

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

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

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

6. COMPENSATION

- (a) Annual Rate for Incarceration. Chelan County agrees to accept and house all of the City's inmates for annual compensation. This rate includes minimum, medium, and maximum classification inmates. The annual rate for incarceration shall be paid by the City in twelve (12) equal monthly installments due on the fifth (5) day of each month.
- (b) Rate for 2024. The annual sum is based upon the actual percentage of bookings and the average daily population for the twelve (12) month period from July 2022 through June 2023 with a base fee plus a daily cost per inmate of \$164.18 per day. The parties agree that Chelan County will not charge the City a separate booking fee in addition to

such annual compensation. The date of booking into the CCRJC of the City's inmates, no matter how little time of a twenty-four (24) hour day it constitutes, shall count as one day and shall be attributed to the City as a day of custody in Chelan County for purposes of calculating current and future average inmate population. The base fee is calculated on a booking percentage of 1.42% for the amount of \$60,275.76. The usage fee is based on an ADP of .87 for the amount of \$52,135.36. The annual cost for 2024 will be \$112,411.12 with monthly payments calculated at the annual rate divided by twelve (12) months for a monthly rate of \$9,367.59.

(c) Rate for 2025. Rate is a 5% increase over the 2024 rate as a whole. The annual cost for 2025 will be \$118,031.67 with monthly payments calculated at the annual rate divided by twelve (12) for a monthly rate of \$9,835.97.

(d) Rate for 2026. Rate is a 5% increase over the 2025 rate as a whole. The annual cost for 2026 will be \$123,933.26 with monthly payments calculated at the annual rate divided by twelve (12) for a monthly rate of \$10,327.77.

7. RIGHT OF INSPECTION

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

8. FURLOUGHS, PASSES, AND WORK RELEASE

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

9. INMATE ACCOUNTS

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

10. INMATE PROPERTY

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

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY

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

12. MEDICAL SERVICES

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

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

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

(d) The City shall be responsible for non-routine healthcare costs for inmates arrested and incarcerated on a felony offense until that charge is filed in Superior Court. Thereafter, the responsibility for non-routine healthcare costs for inmates arrested and incarcerated on a felony offense shall lie with Chelan County.

13. DISCIPLINE

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

14. RECORDS AND REPORTS

(a) The City shall forward to Chelan County before or at the time of delivery of each inmate a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.

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

15. REMOVAL FROM THE JAIL

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

16. ESCAPES

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

17. DEATH OF AN INMATE

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

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

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

18. RETAKEING OF INMATES

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

19. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

20. RIGHT OF REFUSAL AND TRANSPORTATION

(a) Chelan County shall have the right to refuse to accept any inmate from the City when, in the opinion of Chelan County, its inmate census is at capacity that there is a substantial risk that, through

usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

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

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

21. INDEPENDENT CONTRACTOR

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

22. GENERAL PROVISIONS

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

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

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

(d) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(e) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

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

23. INTERPRETATION

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

24. ACCESS TO RECORDS CLAUSE

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

25. ENTIRE AGREEMENT

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

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

CITY OF CASHMERE, WA

BOARD OF CHELAN COUNTY
COMMISSIONERS

By: _____

Tiffany Gering, Chair

ATTEST:

Kevin Overbay, Commissioner

City Clerk

Shon Smith, Commissioner

DATED: _____

ATTEST:

Anabel Torres
Clerk of the Board

DATED: _____

Approved as to Form:

Chris Sharp, Director
Chelan County Regional Justice Center

City of _____ Attorney

Approved as to Form:

Robert Sealby, Chelan County Prosecutor

Staff Summary

Date: 9/7/23

To: City Council

From: Steve Croci, Director of Operations

RE: Riverside Trail – repair and repave additional quantities

The city budgeted \$50,000 to repair and repave the worst portions of the Riverside Trail and Moe Asphalt Patching and Sealcoating Inc. was selected to complete the repairs for \$32,984.94. Complete the Loop Coalition granted the city \$25,000 for the work. Staff recommends repairing and repaving additional sections of the Riverside Trail because the bid was under budget and grant funds will cover nearly all cost associated with the additional work.

The additional quantities increase cost by \$28,743.85 which includes the same unit price, sales tax and a bond (total project cost \$61,728.79.)

Staff Recommendation:

MOVE to approve additional quantities for Moe Asphalt Patching and Sealcoating Inc. to complete repair and repave Riverside Trail and authorize the mayor to sign documents.

Staff Summary

Date: 9/11/2023

To: City Council

From: Jim Fletcher, Mayor

RE: Parking Regulations – Off Street Parking

DISCUSSION ITEM ONLY

Attached are Cashmere Municipal Codes, Chapter 10.76 Parking Regulations and Chapter 17.54 Off-Street Parking

Parking issues have been a topic of interest for some time as an impact in both business and residential areas. Please review existing documents to be aware of present regulations.

A general discussion of regulations, questions , concerns, ideas for further research.

Staff Recommendation

Continue discussion regarding parking with the community to gain insight of problems and locations of concerns. Future discussion to direct staff and or planning commission to revise rules if necessary.

Chapter 10.76 PARKING REGULATIONS

Sections:

- 10.76.010 Compliance with chapter provisions.**
- 10.76.020 Corner cutting.**
- 10.76.030 Parking time limits.**
- 10.76.040 Parking near fire hydrant or in intersection.**
- 10.76.050 Parking regulations generally.**
- 10.76.060 Truck parking restrictions.**
- 10.76.070 Parking on sidewalks.**
- 10.76.080 Parking unlicensed or mechanically inoperable vehicles and trailers.**
- 10.76.090 Removal of unlicensed vehicles and trailers.**
- 10.76.100 Parking for certain purposes – Prohibited.**
- 10.76.110 Violation – Penalty.**

10.76.010 Compliance with chapter provisions.

It is unlawful for the owner, operator, or driver or person in charge of any vehicle upon the streets of the city to fail, neglect, or refuse to conform to or observe any of the rules and regulations provided in this chapter. Ignorance of the provisions of this chapter shall furnish no excuse for disregarding them. (Ord. 1071 § 1, 2005; Ord. 1058 § 1, 2005; Ord. 139 § 30, 1921).

10.76.020 Corner cutting.

It is unlawful for the driver of a vehicle intending to turn onto another street at an intersection, or at any other point in the city of Cashmere, to make or attempt to make a right-hand or left-hand turn by crossing over private property, except in compliance with law or the direction of a law enforcement official or traffic control device. (Ord. 1071 § 1, 2005; Ord. 1058 § 1, 2005; Ord. 882 § 1, 1996).

10.76.030 Parking time limits.

A. On all days except Sundays and holidays between the hours of 8:00 a.m. and 6:00 p.m., no vehicles shall be stopped or parked for more than two hours on the following streets: Cottage Avenue on both sides between Aplets Way and Woodring Street; Aplets Way between Elberta Avenue and Cottage Avenue on the east side and Perry Street to Mission Avenue on the west side; the east side of Woodring Street from the alley between Cottage and Mission to Mission Avenue.

B. On all days except Sundays and holidays between the hours of 8:00 a.m. and 6:00 p.m., no vehicles shall be stopped or parked for more than 15 minutes on the following streets: Aplets Way on the west side between River Street and Independence Way; Woodring Street on the west side between Mission Avenue and the alley; Elberta Avenue on the north side from Woodring Street extending west in front of the United States Post Office. (Ord. 1071 § 1, 2005; Ord. 1058 § 1, 2005; Ord. 815 § 1, 1993; Ord. 614 § 1, 1980; Ord. 186 § 1, 1929; Ord. 139 § 8, 1921).

10.76.040 Parking near fire hydrant or in intersection.

No vehicle shall stop or be left standing, or parked, within 15 feet of any fire hydrant or the intersection of any street, streets or alleys. (Ord. 1071 § 1, 2005; Ord. 1058 § 1, 2005; Ord. 186 § 2, 1929; Ord. 139 § 17, 1921).

10.76.050 Parking regulations generally.

It is unlawful for any person to allow or permit their vehicle to be parked at any time on the following described streets, alleys and avenues in the city:

A. Woodring Street from Cottage Avenue south to the alley.

B. On the north side of Elberta Street from Woodring Street to Vine Street.

C. On the south side of Elberta Street from Aplets Way to Woodring Street.

D. On the south side of River Street.

E. On the south side of Perry Street.

F. Phillips Road.

G. Cascade Place.

H. Chase Avenue from Olive Street to Cedar Street on both sides.

I. On the south side of Riverside from Woodring 200 feet to the east.

J. On the east side of Mission Creek.

K. North side of Angier.

L. On both sides of Tigner from the tennis courts to Glen Street.

M. On the east side of Tigner from Pioneer Avenue to the tennis courts.

N. On any alley. (Ord. 1071 § 1, 2005; Ord. 1058 § 1, 2005).

10.76.060 Truck parking restrictions.

A. No person shall park a truck of 10,000 pounds or over gross tare weight capacity for any purpose or length of time other than for the expeditious unloading and delivery or pickup and loading of materials or for emergency repairs thereto on any portion of a public street or alley.

B. No person shall park a truck of 10,000 pounds or over gross tare weight capacity in the city parking facilities located on, Elberta Avenue or the city library. (Ord. 1071 § 1, 2005; Ord. 1058 § 1, 2005).

10.76.070 Parking on sidewalks.

It is unlawful for any person to drive over, or to park or stand any vehicle on any sidewalks within the city; except that it is not unlawful to cross any sidewalk where a driveway exists and the curb and sidewalk is contoured accordingly. (Ord. 1071 § 1, 2005; Ord. 1058 § 1, 2005).

10.76.080 Parking unlicensed or mechanically inoperable vehicles and trailers.

A. It shall be unlawful for any person to stand or park any vehicle or trailer that is unlicensed or not currently licensed or in full compliance with the requirements of Chapter 46.29 RCW, Financial Responsibility, on any city street, city parking facility, alley, city right-of-way, or public property.

B. It shall be unlawful for any person to stand or park any vehicle or trailer that is damaged to the extent that it has a broken window or windshield, or missing wheels, or tires, or motor or transmission or is not equipped with any equipment required for operation on public highways as contained in Chapter 46.37 RCW and pertinent sections of the WAC on any highway, city street, city parking lot, alley, city right-of-way, or public property.

C. Undefined terms or words in this section shall have the definition as provided in the RCW as adopted and amended. (Ord. 1071 § 1, 2005; Ord. 1058 § 1, 2005).

10.76.090 Removal of unlicensed vehicles and trailers.

Twenty-four hours subsequent to the issuance of a parking warning notice for a violation of CMC [10.76.080](#) if the vehicle or trailer continues to be parked in violation of this chapter, it shall be impounded. The owner of the vehicle or trailer shall be responsible for all costs associated with the removal and storage as provided in RCW Title 46. (Ord. 1071 § 1, 2005; Ord. 1058 § 1, 2005).

10.76.100 Parking for certain purposes – Prohibited.

No person shall park a vehicle in a public parking lot for the purpose of:

A. Displaying commercial or noncommercial signs; or

B. Displaying a vehicle for sale.

C. No person shall park any vehicle on city property for the purpose of washing, greasing, or repairing such vehicle except repairs necessitated by an emergency. (Ord. 1071 § 1, 2005).

10.76.110 Violation – Penalty.

Any person violating any of the provisions of this chapter shall be guilty of a civil infraction and shall be punished by a civil penalty of not more than \$100.00 for the first offense and not more than \$250.00 for each subsequent offense. If the violation is related to illegal parking, each day the violation continues to exist shall be treated as a separate offense. (Ord. 1071 § 1, 2005; Ord. 1058 § 1, 2005).

The Cashmere Municipal Code is current through Ordinance 1317, passed December 12, 2022.

Disclaimer: The city clerk's office has the official version of the Cashmere Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://cityofcashmere.org/>

City Telephone: (509) 782-3513

[Code Publishing Company](#)

Chapter 17.54

OFF-STREET PARKING

Sections:

17.54.010 Purpose.

17.54.020 Application.

17.54.030 Space requirements.

17.54.040 Standards.

17.54.060 Development and maintenance standards.

17.54.080 Parking perpetuation.

17.54.090 Loading.

17.54.010 Purpose.

The intent of this chapter is to ensure the harmonious development of land, minimize congestion, and ensure traffic safety. (Ord. 1138 § 1 (Exh. A), 2008; Ord. 1097 § 1, 2007; Ord. 1039 § 1, 2004).

17.54.020 Application.

Off-street automobile parking, as hereinafter set forth, shall be provided and maintained:

A. For any new structure or building erected;

B. For additional seating capacity, floor area, guest rooms, or dwelling units added to any existing building or structure;

C. When the use of the building or structure is changed, if the new use would require additional parking areas under the requirements of this title. (Ord. 1138 § 1 (Exh. A), 2008; Ord. 1097 § 1, 2007; Ord. 1039 § 1, 2004).

17.54.030 Space requirements.

Space requirements for parking and loading shall be as set forth in subsections A and B of this section.

A. Minimum parking requirements shall be determined for each development using the following table to establish minimum spaces needed. For uses not identified within this section, the city shall use similar uses to determine space requirements.

B. Off-street parking for downtown business, mixed commercial/light industrial, warehouse, and multifamily shall be designed so that no vehicle will encroach across the property line onto adjacent property, block any public sidewalk, or be parked so as to create a traffic safety hazard by blocking line of sight at corners and driveways. Uses identified within CMC [17.18.020](#) located within the downtown business district may use city-owned parking lots for satisfying 25 percent of the parking requirements. The subject parking lots are located at the corner of Aplets Way and Elberta Ave., and the corner of Aplets Way and BNSF railroad tracks.

Property Use	Required Parking Spaces	
Residential		
Single-family, two-family residential	Per dwelling unit	2
Multifamily (three or more units)	Per dwelling unit	2
Accessory dwelling unit	Additional space	1
Caretaker's unit	Per dwelling unit	1
Bed and breakfast, boarding and lodging houses	Proprietor	2
	Plus, for each guest room	1
Commercial		
Hotels and motels	Each guest room	1
Banks	200 sq. ft. gross floor area	1
Professional offices	300 sq. ft. gross floor area	1
Shopping centers	1,000 sq. ft. gross floor area	5.5
Restaurants, nightclubs, taverns, lounges	100 sq. ft. gross floor area	1
Retail garden nurseries	400 sq. ft. gross floor area	1
Wholesale garden nurseries	1,500 sq. ft. gross floor area	1
Retail stores, supermarkets, department stores	200 sq. ft. gross floor area	1
Personal service shops	200 sq. ft. gross floor area	1
Furniture, appliance, hardware	500 sq. ft. gross floor area	1
Household equipment service shops	500 sq. ft. gross floor area	1

Property Use	Required Parking Spaces	
Clothing stores and shoe repair shops	500 sq. ft. gross floor area	1
Drive-in businesses	100 sq. ft. gross floor area	1
New, used vehicle lots and uncovered businesses	5,000 sq. ft. retail sales area; plus, as required for buildings	1
Motor vehicle parts, repairs and service	400 sq. ft. gross floor area	1
Car washes	1,000 sq. ft. area	1
Veterinary	300 sq. ft. gross floor area	1
Animal services, tools, supplies, feed	500 sq. ft. gross floor area	1
Construction materials, sales and services	1,000 sq. ft. floor and yard area	1
Short-term rental	Per dwelling unit	1
	Plus for each bedroom over two bedrooms within each dwelling unit	1
Industrial		
Fruit packing facilities, manufacturing, research, testing laboratories, bottling plants, canneries	2,000 sq. ft. gross floor area	1
Warehouses, storage, controlled atmosphere building	2,000 sq. ft. gross floor area	1
Parcel delivery services	600 sq. ft. gross floor area	1
Cultural and Recreational		
Auditoriums, theaters, stadiums, outdoor sports areas, public assembly areas	3 fixed seats, or 175 sq. ft. of main assembly area not containing seats	1
Skating rinks	200 sq. ft. gross floor area	1
Golf driving ranges	Each practice tee	1
Miniature golf courses	Each hole	1
Bowling alleys	Each lane; plus, other service requirements	5
Indoor sports – Arcades, billiards	400 sq. ft. gross floor area	1
Institutional		

Property Use	Required Parking Spaces	
Colleges and universities	Each employee	2.5
	Plus, every three students	1
Senior high schools	Each employee	2
	Plus, every 10 students	1
	Plus, each bus stored on site	1
Middle and elementary schools	Each employee	2.5
	Plus, each bus parked on site	1
Libraries and museums	250 sq. ft. public use and office space	1
Nursery schools and day cares	Each employee	1
	Plus, for each 12 children	1 loading space
Medical and dental offices	200 sq. ft. gross floor area	1
Convalescent, nursing and health institutions	Each two employees	1
	Plus, every three beds	1
Hospitals	Each staff doctor	1
	Plus, every three employees	1
	Plus, for each three beds	1
Churches, alterations to churches; expansions that expand seating shall require additional parking	A minimum of 10 or for each five seats in main auditorium	1
Mortuaries, funeral homes	Each 100 sq. ft. of assembly area	1

(Ord. 1299 § 4, 2021; Ord. 1138 § 1 (Exh. A), 2008; Ord. 1097 § 1, 2007; Ord. 1039 § 1, 2004).

17.54.040 Standards.

Subsections A through D of this section shall apply city-wide.

A. Locations. The maximum distance from use to parking shall be as follows:

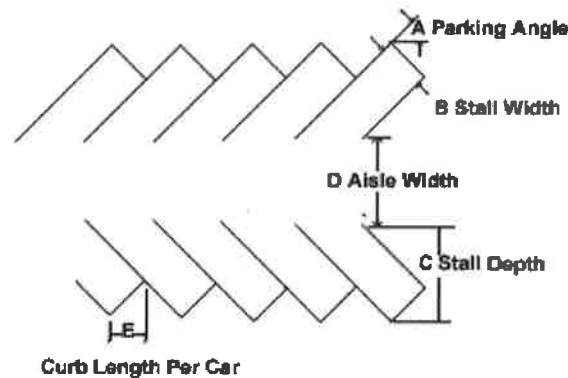
1. For one-family and two-family dwellings: on the same lot with the building they are required to serve;

2. For multifamily dwellings: not more than 600 feet from the dwelling unit they are required to serve;
3. For hospitals, sanitariums, homes for the aged, asylums, orphanages, rooming houses, clubrooms, fraternity and sorority houses: not more than 600 feet from the building they are required to serve;
4. For uses other than those specified above: not more than 800 feet from the building they are required to serve.

B. Dimensional Standards. All off-street parking lots shall be designed in accordance with the following standards as referred to in subsections C and D of this section:

1. No parking shall be allowed within side yard setbacks.
2. Minimum parking layout dimensions: refer to exhibits in subsections C and D of this section.

C. Exhibit 17.54.040(C).



D. Exhibit 17.54.040(D).

Angle	Type	Stall Width	Stall Depth	Aisle Width	Curb Length
A		B	C	D	E
0°	Compact	8.0	20.0	12.0	20.0
0°	Standard	9.0	22.0	12.0	22.0
45°	Compact	8.0	19.1	14.0	11.3
45°	Standard	9.0	19.8	13.0	12.7
60°	Compact	8.0	20.4	19.0	9.2

Angle	Type	Stall Width	Stall Depth	Aisle Width	Curb Length
A		B	C	D	E
60°	Standard	9.0	21.8	18.0	10.4
70°	Compact	8.0	20.6	20.0	8.5
70°	Standard	9.0	21.0	19.0	9.6
90°	Compact	8.0	16.0	24.0	8.0
90°	Standard	9.0	18.0	24.0	9.0

The following shall be access requirements to and from all primary and secondary arterials to all new developments in all districts, except the downtown commercial district:

Minimum Spacing Between Driveways

Arterial Speed (mph)	Minimum Separation (feet)
20	85
25	105
30	125
35	150
40	185
45	230

These standards may be subject to reduction, by approval of the city administrator, where necessary to provide access. Said standards are found necessary to protect the flow of traffic and the public safety. (Ord. 1138 § 1 (Exh. A), 2008; Ord. 1097 § 1, 2007; Ord. 1039 § 1, 2004).

17.54.060 Development and maintenance standards.

Every parcel of land hereafter put to use as a public or private parking area, including commercial parking lots, shall be developed as follows:

A. Any off-street parking area other than for a one-family or two-family dwelling shall be effectively screened by a sight-obscuring fence, hedge, or planting on each side which adjoins property situated in a single-family or multifamily district, or the premises of any school or like institution, as provided in this title. Screening along public streets shall be three feet in height. Screening between properties shall be six feet in height;

B. Any lighting used to illuminate the off-street parking areas shall be arranged so that it will not project light rays directly upon any adjoining property in a single-family or multifamily district. All off-street parking areas larger than 5,550 square feet shall be required to provide adequate illumination;

C. Except for one-family and two-family dwellings, groups of more than two parking spaces shall be so located and served by a driveway that their use will require no backing movements or other maneuvering within a street or right-of-way other than an alley;

D. Except for one-family and two-family dwellings, areas used for standing and maneuvering of vehicles, including driveways, shall be permanently surfaced and so drained as to avoid flow of water across sidewalks or onto adjacent properties. Individual spaces shall be marked with painted stripes. Parking lot design and drainage shall be subject to review and approval of the city administrator;

E. Except for parking to serve residential uses, parking and loading areas adjacent to or within residential zones, or adjacent to residential uses, shall be designed to minimize disturbance of residents;

F. Parking spaces along the outer boundaries of a parking area shall be contained by a curb or bumper rail so placed to prevent a motor vehicle from extending over an adjacent property line or a street, and to protect buildings and landscaping other than groundcover;

G. A private garage shall not have a capacity for more than three passenger automobiles for each dwelling unit, unless the lot whereon the dwelling and garage are proposed to be located has a lot area of 2,000 square feet for each parking space in such garage. (Ord. 1138 § 1 (Exh. A), 2008; Ord. 1097 § 1, 2007; Ord. 1039 § 1, 2004).

17.54.080 Parking perpetuation.

To ensure the perpetuation of the off-street parking space herein required, the holder of certificate of occupancy must maintain such during his occupancy and use; and in the absence of maintaining said off-street parking, the certificate of occupancy shall be revoked. (Ord. 1138 § 1 (Exh. A), 2008; Ord. 1097 § 1, 2007; Ord. 1039 § 1, 2004).

17.54.090 Loading.

A. Berths Required. Buildings or structures to be erected or substantially altered, and which require receipt, delivery, or distribution of materials and merchandise by trucks, shall provide and maintain off-street loading berths according to prescribed standards, except in the downtown commercial area.

B. Table of Standards – Business, Commercial Buildings. Business or commercial buildings (retail, wholesale, storage), goods display, markets, mortuaries, laundries, department stores, warehouses,

industrial or manufacturing establishments, freight terminals, railroad yards, and similar uses, which have, or intend to have, an aggregate gross floor area of 5,000 square feet or more, shall provide truck loading and unloading berths in accordance with the following table of standards:

Number of Berths	Adjusted Gross Floor Area
1	5,000 sq. ft. up to 20,000 sq. ft.
2	20,000 sq. ft. up to 50,000 sq. ft.
3	50,000 sq. ft. up to 100,000 sq. ft.
1 add'l for each	50,000 sq. ft. in excess of 100,000 sq. ft.

C. Table of Standards – Hotels, Restaurants, Office Buildings, Etc. Each office building, hotel, restaurant, assembly structure, hospital, and any similar structure, which has or is intended to have an aggregate gross floor area of 20,000 square feet or more, shall provide off-street truck loading or unloading berths in accordance with this table:

Number of Berths	Adjusted Gross Floor Area
1	20,000 sq. ft. up to 50,000 sq. ft.
2	50,000 sq. ft. up to 100,000 sq. ft.
1 add'l for each	50,000 sq. ft. in excess of 100,000 sq. ft.

D. Size of Berths. Berths required by preceding sections shall be 10 feet wide, 45 feet long, and 14 feet high for large trucks such as trailer vans.

E. Design Standards. Berths shall be provided in such a manner as not to obstruct freedom of traffic movement and driver vision on streets or alleys, and be adequate for standing, loading, and unloading services in order to avoid undue congestion and interference with public use of streets and alleys, and to provide safety.

F. Use of Yards. Space for such berth may occupy all, or any part of, any required yard space when uncovered.

G. Relationship to Residential Lots. No berth shall be located closer than 50 feet to any other lot in any residential district, unless wholly within a completely enclosed building, or unless screened from such lot in the residential district by a wall or uniformly painted fence not less than six feet in height.

H. Access to Alleys. Access to such berth shall be from an alley when such exists. Off-street truck loading areas shall be separated from the off-street parking area. The surface shall be light bituminous macadam or better. (Ord. 1138 § 1 (Exh. A), 2008; Ord. 1097 § 1, 2007; Ord. 1039 § 1, 2004).

The Cashmere Municipal Code is current through Ordinance 1317, passed December 12, 2022.

Disclaimer: The city clerk's office has the official version of the Cashmere Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://cityofcashmere.org/>

City Telephone: (509) 782-3513

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