



## 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, MARCH 26, 2012 7:00 P.M., CITY HALL

### AGENDA

#### CALL TO ORDER

#### FLAG SALUTE

#### EXCUSE ABSENCE

#### ANNOUNCEMENTS & INFORMATION

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

#### APPROVAL OF AGENDA

#### CONSENT AGENDA

1. Minutes of March 12, 2012 Regular City Council Meeting
2. Payroll and Claims Packet Dated March 26, 2012

#### BUSINESS ITEMS

3. Bid and recommendation of award for the Riverfront Dr. water & sewer main extensions
4. Shoreline Management Grant Agreement with Ecology
5. Chelan County PUD Anchoring Pole Easement Agreement
6. Professional Services Agreement between Cities of Leavenworth and Cashmere and Tom Davis for consultant services

#### PROGRESS REPORTS

- Project Status report included in packet

#### ADJOURNMENT

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR.  
PLEASE 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, MARCH 12, 2012 AT CASHMERE CITY HALL

OPENING

Mayor Jeff Gomes opened the regular city council meeting at 7:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jeff Gomes	
Council:	Skip Moore Jim Fletcher Donna Wynne Derek Knutsen John Bryant	
Staff:	Kay Jones, City Clerk-Treasurer Mark Botello, Dir. of Planning/Building	Bob Schmidt, Dir. of Operations

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

February Financial Reports will be sent electronically to council members.

Mayor Gomes reminded the council of the upcoming WCIA Council Do's and Don'ts Training on April 23<sup>rd</sup> at 6:00 p.m.

PROCLAMATION

Mayor Gomes proclaimed April 18, 2012 as Arbor Day in the City of Cashmere.

PUBLIC COMMENT PERIOD

DonnaLee Moore residing at 211 Fisher Street asked the council if they were aware of the recent bus accident in Quincy. She inquired as to whether the city ever runs emergency drills to prepare for such accidents and if not strongly suggested they do.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of February 27, 2012 Regular City Council Meeting  
Payroll and Claims Packet Dated March 12, 2012

Claims Check Nos. 31879 through 31939 totaling \$294,389.21

Payroll Check Nos. 31875 through 31878 totaling \$ 88,242.32

MOVED by Councilor Moore and seconded by Councilor Wynne to approve the items on the consent agenda. Motion carried.

RESIGNATION OF FIRE CHIEF ROB SWEIGARD AND MAYOR'S APPOINTMENT OF FIRE CHIEF MATT BRUNNER

Mayor Gomes read the letter of resignation, effective March 31, submitted by Fire Chief Rob Sweigard. Chief Sweigard recommended Matt Brunner as his replacement. Mayor Gomes approved the recommendation and appointed Matt Brunner as the Cashmere Fire Chief.

MOVED by Councilor Fletcher and seconded by Councilor Bryant to approve the appointment of Fire Chief Matt Brunner. Motion carried.

RAFTERS AGREEMENT REGARDING BUS PARKING IN THE WEST (UPSTREAM) PARKING LOT

MOVED by Councilor Fletcher and seconded by Councilor Wynne to approve the amendment to Section 9 of the Rafters Agreement allowing buses to park in a designated area in the west parking lot. Motion carried.

FLOAT ASSOCIATION'S REQUEST FOR LODGING TAX FUNDS IN THE AMOUNT OF \$2,000

MOVED by Councilor Fletcher and seconded by Councilor Knutsen to approve the Float Association's request for \$2,000 lodging tax funds. Motion carried.

PROGRESS REPORTS

Mayor Gomes informed the council the City of Leavenworth would like to partner with Cashmere in having Thomas Davis look at several options in providing law enforcement in both cities. The cost for the study would be approximately \$3,000.

The consensus of the council was to partner with Leavenworth and share the cost of studying the law enforcement services options, which will help direct the city in how to negotiate.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:48 p.m.

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Jeff Gomes, Mayor

Attest:

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Kay Jones, Clerk-Treasurer

# Staff Summary

**Date:** March 26, 2012  
**To:** Cashmere City Council  
Mayor Gomes  
**From:** Mark Botello  
**RE:** Bid & Recommendation of Award for the Riverfront Dr. Water & Sewer Main Extensions.

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Please see RH2 Engineer's evaluation of bids and recommendation award letter, dated March 20 2012, in regards to the Riverfront Driver water and sewer main extensions. This project is part of the overall upgrades/improvements to the new wastewater treatment facility.

Staff will go over this in more detail at the Council meeting.

**RECOMMENDATION:**

Select Pipkin Construction for the Riverfront Driver water and sewer extension project.



RH2 ENGINEERING, INC

www.rh2.com

mailbox@rh2.com

1.800.720.8052

BELLINGHAM

454 W Horton Rd

Bellingham, WA 98226

(tel) 360.676.0836

(fax) 360.676.0837

BOTHELL

12100 NE 195th St, Ste 100

Bothell, WA 98011

(tel) 425.951.5400

(fax) 425.398.2774

EAST WENATCHEE

300 Simon St SE, Ste 5

East Wenatchee, WA 98802

(tel) 509.886.2900

(fax) 509.886.2313

MUKILTEO

11524 Mukilteo Speedway

Ste 203

Mukilteo, WA 98275

(tel) 425.493.2519

(fax) 425.398.2774

RICHLAND

114 Columbia Point Dr, Ste C

Richland, WA 99352

(tel) 509.946.5181

(fax) 509.946.4630

SILVERDALE

2021 NW Myhre Rd, Ste 107

Silverdale, WA 98383

(tel) 360.698.6528

(fax) 360.698.0510

TACOMA

One Pacific Building

621 Pacific Ave, Ste 104

Tacoma, WA 98402

(tel) 253.272.3059

(fax) 425.398.2774

March 20, 2012

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

*Sent Via: US Mail and Email*

**Subject: Evaluation of Bids and Recommendation of Award for the Riverfront Drive Water and Sewer Main Extensions**

Dear Mark:

This letter presents our recommendation of award and summarizes our review of the seven bids received on March 15 2012, for the Riverfront Drive Water and Sewer Main Extensions. Presented below is our evaluation and review of the bids based on the attached summary of the bid tabulation for the project.

Formal bids were requested for this project on February 22, 2012. Seven proposals were received by the City of Cashmere at the time of bid opening on Wednesday March 15, 2012, at 2:00 pm. Pipkin Construction out of East Wenatchee was the apparent low bidder; their bid was \$377,057.34, which includes sales tax, for the improvements.

The submitted bids ranged from a low of \$377,057.34 to a high of \$572,599.21. The low bid for the project is approximately 45 percent below our engineer's estimate of \$684,651.35.

The following criteria were used for RH2's evaluation of the proposal:

1. Proper completion of all bid proposal forms;
2. Bid price;
3. Contractor experience; and
4. Availability of labor and equipment.

Based on the language of the contract and the conditions listed above, we consider Pipkin Construction's proposal to be in compliance with the contract requirements.

In summary, we recommend award of the project to Pipkin Construction, based on their bid of March 15, 2012, in the amount of \$377,057.34, which includes Washington State Sales Tax.

Sincerely,

RH2 ENGINEERING, INC.

Ryan Peterson, P.E.  
Project Manager

RP/kj

Enclosure: Bid Tabulation



3/20/12



# Staff Summary

**Date:** March 26, 2012  
**To:** Cashmere City Council  
Mayor Gomes  
**From:** Mark Botello  
**RE:** Shoreline Management Grant Agreement with Ecology

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Please see attached Shoreline Management Grant Agreement from Department of Ecology for Cashmere's update to its Shoreline Master Program (SMP). This grant agreement is for \$4,000. Also, last year the City received \$8,500 from Chelan County to be applied towards Cashmere's SMP update/process. The goal of staff is to have Cashmere's SMP final adoption early 2013. Cashmere is required by law to have its SMP adopted by June 30, 2013.

## What is the Shoreline Management Act?

Washington's Shoreline Management Act was passed by the legislature in 1971 and affirmed by voters in 1972. The Act governs the use and development of Washington's shorelines and creates a unique partnership between local and state government. The Act strives to achieve responsible shoreline use and development, environmental protection, and public access. Local governments develop programs based on the Act and state guidance, and the state ensures local programs consider statewide public interests.

## What is a Shoreline Master Program?

Shoreline Master Programs carry out the policies of the Shoreline Management Act at the local level, regulating use and development of shorelines. Local shoreline programs include policies and regulations based on state laws and rules but tailored to the unique geographic, economic, and environmental needs of each community.

Under the Act, each town, city and county with "shorelines of the state" must develop and adopt its own shoreline program. "Shorelines of the state" generally refers to rivers, larger lakes, and marine waterfronts along with their associated shorelands, wetlands, and floodplains.

Updating a shoreline program is a complex and time-consuming process. Most comprehensive updates take two to three years. When updating their shoreline programs, local governments are required by law to engage and seek input from the public, interested agencies, and affected tribes.

## RECOMMENDATION:

Approve Department of Ecology's SMA Grant Agreement subject to Ecology final approval.



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000

711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

March 16, 2012

Mark Botello  
City of Cashmere  
Planning & Building  
101 Woodring Street  
Cashmere, WA. 98815

**Re: Grant for the Completion of the City of Cashmere Shoreline Master Program Update (G1200422)**

Dear Mr. Botello,

Earlier this year, you were offered and informally accepted a grant from the Washington State Department of Ecology (Ecology) to finalize updating your Shoreline Master Program (SMP). We understand that the process of negotiating the grant agreement and obtaining the appropriate signatures on the grant agreement can take some time. Therefore, we are sending this letter of prior authorization so that you may finalize work on your SMP update.

**This letter authorizes the City of Cashmere to incur expenses for your pending SMP Grant Agreement, effective January 1, 2012.**

Ecology will reimburse expenses through this prior authorization under the following conditions:

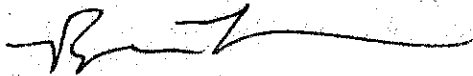
- Both Ecology and the City of Cashmere (City) will sign the formal grant by June 30, 2012.
- The City has submitted a draft grant agreement which includes a scope of work, budget, and performance schedule to Ecology's Project Officer, Clynda Case.
- The total amount of funds available to the City under this grant is \$4,000. The total amount available in the 2011-2013 biennium (ending June 30, 2013) is \$4,000.
- Requests for payment for work conducted under this prior authorization will not be processed until the grant has been signed by all parties.
- The City will work closely with Ecology's Project Officer, Clynda Case, to ensure compliance with the following:
  - The terms and conditions of the grant agreement  
<http://www.ecy.wa.gov/programs/sea/grants/smp/samples.html>
  - The Administrative Requirements for Ecology Grants and Loans ("Yellow Book")  
<http://www.ecy.wa.gov/biblio/9118.html>



- The City will submit quarterly (or no less than monthly) progress reports on forms available at  
<http://www.ecy.wa.gov/programs/sea/grants/smp/forms.html>
- Ecology will not pay for costs incurred before the effective date of this prior authorization or for work not consistent with the terms of the authorization.
- The City is authorized to perform the following tasks as outlined in the standard scope of work, and to spend up to total grant funds, or \$4, 000, at this time:
  - Task A: Coordination
  - Task B: Secure qualified consultant services & Implement Public Participation Plan
  - Phases1-3, Complete the Draft SMP and Cumulative Impacts Analysis, Restoration Planning, Local SMP Adoption Process

Thank you for your continued work on your SMP update. Please contact your Ecology Project Officer at (509) 457-7125 or [Clynda.Case@ecy.wa.gov](mailto:Clynda.Case@ecy.wa.gov) if you have questions or concerns.

Sincerely,



Brian Lynn  
Manager, Coastal/Shorelands Section  
Shorelands and Environmental Assistance

cc: Clynda Case  
Cashmere SMP Grant File  
Ecology Fiscal Office

**SMA Grant Agreement No. G1200\_\_\_\_\_**

**between the**

**State of Washington Department of Ecology**

**and the**

**City of Cashmere**

**Project: Comprehensive Shoreline Master Program Update**

THIS is a binding agreement entered into by and between the State of Washington, Department of Ecology, (PO Box 47600, Olympia, Washington, 98504-7600) hereinafter referred to as the "DEPARTMENT" or as "ECOLOGY" and CITY OF CASHMERE, hereinafter referred to as the "RECIPIENT" to carry out activities described herein, and as authorized by the Washington State Legislature under Chapter 173-26 of the Washington Administrative Code (WAC) for shoreline implementation.

**RECIPIENT Name:** City of Cashmere  
Department: Planning & Building  
Address: 101 Woodring Street,  
Cashmere, WA. 98815

**RECIPIENT Project Coordinator:** Mark Botello  
Telephone Number: 509/782-3513  
E-mail address: Mark@CityofCashmere.org

**Fiscal Contact for RECIPIENT:** Kay Jones  
Telephone Number: 509/782-3513  
E-mail Address: Kay@Cityofcashmere.org

**Payee on Warrant:** City of Cashmere  
101 Woodring Street  
Cashmere, WA. 98815

**Project Officer for the Department:** Clynda A. Case  
SEA / Washington State Department of Ecology  
Central Regional Office  
15 W. Yakima Ave, Ste 200  
Yakima, WA 98908

Telephone Number: 509-457-7125  
E-mail address: clca461@ecy.wa.gov

The source of funds provided by ECOLOGY are from the 2011-13 Washington State Legislature under Engrossed Substitute House Bill 1087, §302 for Shoreline Implementation and/or the Local Toxics Control Account.\*

Maximum Grant Amount, Fiscal Years 1 & 2 (7/1/11-6/30/13): \$ 4000  
**Total Grant Amount: \$4,000**

State Maximum Cost Share Rate over all three years: 100% UP TO a maximum of \$4,000

**The effective date of this agreement is from July 1, 2011 to June 30, 2013.**

## General Note

This Standard Scope of Work is presented in increments that correspond to the steps needed to prepare a locally adopted comprehensive Shoreline Master Program update. The planning tasks in this scope of work correspond to the phases in Figure 1: Shoreline Master Program Planning Process. "Tasks" A and B are common to all phases of the scope of work and are conducted throughout the update process; whereas "phases" are sequent specific work programs.

*Some of the tasks included in this scope of work will overlap in time and may be completed simultaneously with other tasks. Some tasks are iterative (e.g., analyzing cumulative impacts, developing regulations) and may involve various steps conducted at different times in the process before they are completed.*

## Project Deliverables

The Recipient shall perform the following tasks with deliverables sent to Ecology's Project Officer, indicated on Page 1 of this agreement. Select deliverables will require a *draft* submittal as well as a *final* submittal. All deliverables per the scope of work below will be in Microsoft Word format, include accompanying maps as applicable and submitted in one (1) digital and one (1) hard copy version unless otherwise specified and with the following exceptions:

- **Final SMP:** 1 digital and 3 hard copies.
- **Quarterly Progress Reports and Payment Requests:** one hard copy each to be submitted with original signatures in blue ink, **due** October 20, January 20, April 20, and July 20 for each quarter until SMP adoption.

## Scope of Work

### Project Description:

The Recipient will complete an update of the Shoreline Master Program (SMP) that is developed and adopted in a manner consistent with the procedural and substantive requirements of the Shoreline Management Act (SMA) and its implementing rules, including the Shoreline Master Program Guidelines (Guidelines). The SMP update process includes completion of inventory and analysis reports with corresponding maps and illustrations that characterize shoreline ecological conditions; development of shoreline policies, environment designations, and use regulations; as well as analysis of cumulative impacts and uses, preparation of a shoreline restoration plan and a formal local adoption process. The Recipient will incorporate public participation in all phases of the SMP update. The Recipient may use consultant support as appropriate.

**Work Program:** The Recipient shall perform the following tasks and phases:

## Tasks Common to All Phases 1 - 3

## **Task A: Coordination**

Coordinate throughout the SMP update process with Ecology and other applicable state agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules. In addition, consult with all other appropriate entities which may have useful scientific, technical, or cultural information, including federal agencies, watershed management planning units, salmon recovery lead entities, universities and other institutions, local individual outdoor recreationists and conservationists, and organizations with special expertise representing these interests.

Coordinate with adjacent jurisdictions that share areas within shoreline jurisdiction (for example, jurisdictions on the same lake or stream) for the purpose of efficiently using grant funds; sharing information and methods of analysis; drafting compatible SMP policies, regulations, environment designations; and coordinating public involvement.

Attend Ecology-sponsored coordination meetings, which occur on a regular basis, for the duration of the project. Provide Ecology opportunities for review of draft deliverables at appropriate intervals. When requested, the recipient shall include a written response to Ecology's comments on draft deliverables.

Ecology will provide ongoing technical assistance on data sources and approaches, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the update process.

### ***Deliverables:***

1. Documentation of contacts in quarterly progress reports

***Dates Due:*** October 20, January 20, April 20, and July 20 each quarter until SMP adoption.

2. Written responses to Ecology's comments on draft deliverables, when requested. (May be provided in email format.)

***Date Due:*** Following receipt of Ecology's comments.

## **Task B: Secure qualified consultant services & Public Participation**

- B.1: Secure qualified consultant services:** The Recipient must prepare a detailed scope of work for consultant services consistent with the grant scope of work and enter into a contract with the selected consultant.

***Deliverable:*** Final executed consulting contract

***Date Due:*** 5-30-2012

### **B.2: Implement Public Participation Plan**

Throughout all Phases of the SMP update process, the RECIPIENT shall inform and involve the public in updating the SMP consistent with the objectives of the Shoreline Management Act (see RCW 90.58.130) and WAC 173-26. Public participation should actively engage all shoreline users and should include establishing local citizen and technical advisory committees, sharing information at open houses and workshops, conducting user surveys, and maintaining an interactive world wide web site. Public participation shall continue through the formal public hearing and local SMP adoption process.

**Deliverable:** Documentation of public participation in quarterly progress reports.

**Dates Due:** January 20, April 20, July 20 and October 20 each quarter until SMP adoption.

### **Phased Work 1 - 3**

**The Recipient shall prepare a complete, locally approved Draft SMP by completing Phases 1 through 3 described below and in the *Shoreline Master Program Planning Process*:**

[http://www.ecy.wa.gov/programs/sea/grants/smp/pdf/SMP\\_Planning\\_Process.pdf](http://www.ecy.wa.gov/programs/sea/grants/smp/pdf/SMP_Planning_Process.pdf)

## **PHASE 1: Complete Draft SMP and Cumulative Impacts Analysis**

### **Task 1.1: Develop general SMP goals, policies and regulations**

Prepare general shoreline goals and policies that are applicable throughout the area within shoreline jurisdiction. Optional SMP components may include general SMP regulations that apply in all environment designations.

### **Task 1.2: Develop environment designations**

Develop environment designations that are appropriate to current waterfront conditions per the findings of the shoreline inventory and characterization. Shoreline environment designations may be comprised of those recommended in the guidelines; the existing local SMP; unique, locally developed environments; or any combination of these, so long as they are consistent with WAC 173-26-211 environment designation criteria.

Prepare draft maps illustrating the land and water area contained within mapped shoreline designation boundaries together with justification and rationale for the proposed designations. Boundaries of shoreline environment designations shall be clearly mapped. Optional shoreline jurisdiction areas, including entire floodplains and buffers for critical areas, should be mapped and designated if they are included within shoreline jurisdiction. A map clearly illustrating existing designations compared to proposed designations should be prepared. A narrative rationale describing reasons for maintaining or changing the designations shall be included.

### **Task 1.3. Develop environment-specific shoreline use & modification policies, regulations and standards**

Prepare draft policies and regulations for environment designations, all uses discussed in the SMP Guidelines, and shoreline modifications. The draft policies and regulations for shoreline environment designations shall, at a minimum, identify:

- Shoreline use and modification activity goals and policies.
- Shoreline uses and modifications that are prohibited and allowed by Substantial Development Permit or Conditional Use Permit.

- Bulk dimensional standards (buffers, setback, density, etc).
- Shoreline modification activity standards.
- Any local policies or regulations adopted by reference, if relied upon to satisfy SMA or guidelines requirements.

Optional SMP components may include:

- Shoreline use and dimensional standards listed in matrices, by environment designation. (*Strongly encouraged.*)

#### **Task 1.4 Develop SMP administrative provisions**

Prepare draft provisions for SMP administration, including necessary elements and timelines for permit administration, compliance, and enforcement. Statements about the role of Ecology in permit decisions should be included.

A definitions section should be prepared. Definitions should be particular to SMP administration, consistent with the SMP's implementing rules. Definitions should be clearly and concisely written.

Optional SMP components may include additional administrative provisions, if not inconsistent with SMA procedural rules and the guidelines. An SMP "user's guide" may be prepared.

##### ***Deliverables:***

1. Complete Draft SMP including:
  - Draft general goals and policies and optional general regulations.
  - Draft environment designations and draft environment maps.
  - Draft environment-specific shoreline use and modification policies, regulations, and standards
  - Draft administrative provisions.
  - Maps showing environment designations within shoreline jurisdiction
2. An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).

***Date Due:*** Initial Draft: 6-30-2012; Second Draft: 8-20-2012 (*Will also go to City Council about same date*)

(**Note:** Please provide Ecology with sufficient time, approximately 45 to 60 days, to review and comment on the draft documents.)

### **Task 1.5 Prepare preliminary cumulative impacts analysis**

Evaluate and analyze draft SMP policies, regulations and environment designations to show how they achieve no net loss of shoreline ecological functions during the planning period. The analysis will include incremental and cumulative impacts of future uses and development allowed by the proposed SMP as an ongoing part of the update process. The analysis will identify how proposed SMP regulations and standards and restoration activities will avoid and offset expected impacts of future permitted and exempt shoreline development. Scenario-based impacts analysis is encouraged. The cumulative impacts analysis may need to be revised if the initial document shows that cumulative impacts would result from the draft SMP.

**(Note:** The preliminary cumulative impacts analysis should be submitted at the same time as the Draft SMP.)

***Deliverable:*** A cumulative impacts analysis of the SMP demonstrating how no net loss of ecological functions will be achieved over time at in the jurisdiction.

***Date Due:*** Draft 9-20-2012      Final Due: 1/31/2013 with Final Submittal to Ecology

***(Note:* Please provide Ecology with sufficient time, approximately 45 to 60 days, to review and comment on the draft cumulative impacts analysis.)**

### **Task 1.6: Demonstrate how Phase 1 complies with the Guidelines**

Fill in SMP Submittal Checklist for the tasks that you have completed under Phase 1.

***Deliverables:*** An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).

***Date Due:*** 09-20-2012

## **PHASE 2: Restoration Planning, Revisiting Phase 1 Products as Necessary**

### **Task 2.1 Prepare restoration plan**

Based on the Inventory and Characterization report, develop a plan for restoration of impaired ecological functions in specific shoreline reaches. Restoration plans should include:

- Identification of degraded areas, impaired ecological functions, and sites with potential for ecological restoration.
- Goals and priorities for restoration of degraded areas and impaired ecological functions.
- Existing and ongoing restoration projects and programs.
- Additional projects needed to achieve restoration goals and implementation strategies, including identification of prospective funding.
- Times and benchmarks for achieving restoration goals.
- Mechanisms to ensure that restoration projects and programs will be implemented.

Consult with organizations conducting restoration work for assistance in developing restoration strategies. The restoration plan should identify overlaps in how and where restoration work is being conducted. An implementation strategy should include recommendations for coordination between

groups doing restoration work. A list of specific prioritized restoration projects may be included as an appendix to the SMP.

**Deliverable:** A complete restoration plan and implementing strategy.

**Dates Due:** *Draft: 9-20-2012 Final: 1-31-2012*

*(Note: Please provide Ecology with sufficient time, approximately 30 to 45 days, to review and comment on the draft restoration plan.)*

## **Task 2.2: Revisit draft SMP and cumulative impacts analysis; finalize SMP jurisdiction maps**

Based on findings in the cumulative impacts analysis, re-evaluate and revise the draft SMP environment designations, policies, and regulations in response to Ecology comments on the preliminary draft materials developed in Phase 1 as necessary to assure that they are adequate to achieve no net loss of ecological functions. Revise the cumulative impacts analysis as needed to reflect changes in the draft SMP. This version will be the Planning Commission recommended draft.

Prepare final jurisdiction maps (digital) of Shorelines of the State that will be subject to the local SMP.

### **Deliverables:**

1. Revised designations, policies, and regulations that address the findings of the cumulative impacts analysis.
2. Revised cumulative impacts analysis.
3. Final SMP jurisdiction maps and boundary descriptions

**Date Due:** *9-20-2012; Draft SMP to be reviewed by City Council by 11-30-2012*

*(Note: Please provide Ecology with sufficient time, approximately 45 to 60 days, to review and comment on the revised draft SMP and other documents)*

## **Task 2.3: Demonstrate how Phase 4 complies with the Guidelines**

Fill in SMP Submittal Checklist for the tasks that you have completed under Task 2.

**Deliverables:** An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).

**Date Due:** 12-30-2012

## **PHASE 3: Local SMP Adoption Process**

Conduct a local review and adoption process for the proposed SMP as provided in the SMA, WAC 173-26, and the State Environmental Policy Act. The SMP shall contain shoreline policies, regulations, environment designations, definitions, required administrative provisions, and a clear description of final SMP jurisdiction boundaries together with copies of any provisions adopted by reference.

### **Task 3.1: Assemble complete Final Draft SMP**



Assemble a complete draft SMP for Town Council review and approval and formal submittal to Ecology. This draft would include response to Ecology informal comments on the preliminary draft submitted.

**Task 3.2: Complete SEPA review and documentation**

Conduct and document SEPA review pursuant to chapter RWC 43.21C, the State Environmental Policy Act

**Task 3.3: Provide GMA 60-day notice of intent to adopt**

Upon conclusion of Tasks 3.1, and 3.2, local governments planning under the Growth Management Act must notify Ecology and the Department of Community, Trade and Economic Development of its intent to adopt the SMP as least sixty days in advance of final local approval, pursuant to RCW 36.70A.106 and WAC 173-26-100 (5).

**Task 3.4: Hold public hearing**

Hold at least one public hearing prior to local adoption of the draft SMP, consistent with the requirements of WAC 173-26-100. The names and mailing addresses of all interested parties providing comment shall be compiled.

**Task 3.5: Prepare a responsiveness summary**

Prior to adoption of the draft SMP by the local elected body, prepare a summary responding to all comments received during the public hearing and the public comment period, discussing how the draft SMP addresses the issues identified in each comment.

**Task 3.6: Adopt SMP and submit to Ecology**

Complete the adoption process for the SMP update and submit the locally-adopted Draft SMP to Ecology.

**Task 3.7: Demonstrate how Phase 3 complies with the Guidelines**

Fill in the SMP Submittal Checklist for the tasks that you have completed under Phase 5.

***Deliverables:***

1. A complete, locally adopted SMP including maps, with relevant supporting documentation.
2. SEPA products (checklist, MDNS or EIS; SEPA notice.
3. Evidence of compliance with GMA notice requirements.
4. Public hearing record.
5. Response to comments received.
6. A complete SMP Submittal Checklist.

***Date Due: 1-31-2013***

## Budget Summary and Conditions

**Very Important Note:** Due to state law, all state funds that are disbursed to local governments under these grants are appropriated in the state budget on a biennial basis. Funds appropriated for each biennia of the grant must be spent on eligible activities within that two-year period. Local governments are not allowed to carry unexpended funds past that date.

We are aware that state and local fiscal years are not on the same schedule; however, state law requires strict adherence to the state biennial funding cycles for state agreements. Grantees are strongly encouraged to actively manage their projects to ensure that spending occurs at budgeted levels within the time constraints specified on page one.

1. **Project Administration:** For the administration of this agreement the RECIPIENT must follow the current edition of the *Administrative Requirements for Ecology Grants and Loans* (Yellow Book). <http://www.ecy.wa.gov/biblio/9118.html>

### 2. Invoicing:

- Grants are awarded on a reimbursable basis. The Recipient initially pays project costs as they incur. Invoicing to Ecology is usually by quarter but not more often than once per month. Upon presentation of an invoice to Ecology, Ecology's share of the project is reimbursed to the Recipient.
- Expenditures will be monitored by the Ecology Fiscal Office for compliance with the budget (see below). Budget deviations are allowed between tasks (e.g., a grantee may spend less money on one task and more on another), but in no circumstances may the RECIPIENT exceed the total project cost. If the total of all budget deviations exceeds 10% of the entire project cost, the Ecology Project Officer may require a written budget redistribution. When submitting invoices to Ecology, **the RECIPIENT shall itemize all costs by task** and provide subtotals by task on Ecology's Form C2, Voucher Support Form. All payment requests must have forms A, B, C (and D if applicable), be accompanied by a commensurate progress report, and receive Ecology Project Officer approval before payment can be released.

**NOTE:** For payment requests, the RECIPIENT must use the Ecology forms provided. Otherwise, Ecology will return requests to the RECIPIENT for submittal on the correct forms.

- The RECIPIENT must **maintain complete backup documents** including but not limited to all invoiced costs and time sheets - signed and dated by employee and supervisor. The RECIPIENT must keep these expenses in grant files according to budget task for a period of three years after project completion and make them available at any time for inspection by the DEPARTMENT.
- Requests for reimbursement must be **submitted at least quarterly** but not more than once per month by the RECIPIENT on state invoice voucher forms.
- The **indirect rate must not exceed 25 percent** of direct (staff) labor and benefit costs. This rate covers space utilities, miscellaneous copying, telephone, motor

pool, janitorial services, records storage, rental, county fiscal and legal services, etc. Items not included in this list must be reported with the first payment request and must remain consistent for the life of the grant.

- **Right to Audit:** The Recipient agrees that payment(s) made under this grant shall be subject to reduction for amount charged thereto which are found after audit examination not to constitute allowable costs under this grant. The Recipient shall refund by check payable to the DEPARTMENT the amount of such reduction of payments under completed or terminated grants
3. **Estimates:** Near the end of each fiscal year, Ecology's Fiscal Office requires specific expenditure information anticipated from each jurisdiction up to June 30 of that given year. This information is compiled by Ecology as a cash flow projection in order to draw down sufficient liquid funds to cover cumulative expenditures.
  4. **Final payment** of grant projects is contingent on receipt of viable work products as listed in the grant document.
  5. **Funding Budget** (for RECIPIENT reporting and Ecology tracking purposes): The source of funds provided by ECOLOGY are from the 2011-13 Washington State Legislature under Engrossed Substitute House Bill 1087, §302 of the Local Toxics Control Account.

Maximum Grant Amount, Fiscal Years 1 & 2 (7/1/11-6/30/13): \$4,000

**Total Grant Amount: \$4,000**

State Maximum Cost Share Rate over all three years: 100% UP TO a maximum of \$4,000.

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**Estimated Expenditure Budget**

Phase / Task	Years 1 & 2	Total Project
	Fiscal Years 12 & 13	
	7/1/2011 – 12/30/2012	
<b>Tasks Common to All Phases:</b>		
A. Project Coordination	0	0
B. Implement Public Participation Plan	0	0
<b>Phased Work 1, 2, &amp; 3:</b>		
1. Develop SMP and Cumulative Impacts Analysis.		
2. Restoration Planning / Revisit Phase 1 products as necessary.		
3. Local Adoption Process.	4000	4,000
<b>Total</b>	<b>4,000</b>	<b>4,000</b>

\_\_\_\_\_ balance of page left blank intentionally \_\_\_\_\_

**Special Terms and Conditions**

1. **Administrative Guidelines:** The Recipient shall comply with the Department's current edition of "Administrative Requirements for Ecology Grants and Loans", ("Yellow Book") publication number 91-18. The Recipient shall be responsible for maintaining appropriate financial records throughout the life of the project and in accordance with these guidelines.
2. **Responsibilities of the Project Coordinator:** The Recipient's Project Coordinator shall be responsible for the procedural obligations under this agreement in addition to his/her duty to coordinate the planning effort hereunder. He/She shall cooperate with all parties concerned in every way possible to promote successful completion of the services described in the Scope of Work.
3. **Progress Reports.** The RECIPIENT shall prepare and submit quarterly progress reports to the DEPARTMENT throughout the life of the grant. Reports shall be submitted no later than 20 calendar days after the end of the reporting period as follows:

Progress Report	Reporting Period	Date Due
First Quarter	July 1 – September 30	October 20
Second Quarter	October 1 – December 31	January 20
Third Quarter	January 1 – March 31	April 20
Fourth Quarter	April 1 – June 30	July 20

**For Report Contents and Ecology's form:** Please visit our website at:

<http://www.ecy.wa.gov/programs/sea/grants/smp/forms.html>

County or City Name  
Grant No. G1200\_\_

Project Title  
Task Title  
Task Number  
Date

3. **Identification of Project Materials** - All reports, maps, and other documents published as part of this grant agreement shall carry the name of the RECIPIENT, Ecology's grant number (in the upper right hand corner), title, the specific task number of the product and date centered on the front cover or title page (or in the case of maps, the block which contains the name of the Government unit or Department) and acknowledgment of the source of funding as follows:

4. **Format for Publications and Brochures:** Any (hard copy) publications or brochures required as a product of this agreement shall conform to minimum standards of size, 8-1/2" x 11" white, recycled paper equivalent in weight to 20 lb. bond, single spaced, printed both sides, no less than 1" margins. Photos, illustrations, and graphs must be of reproducible quality. Any publications or brochures intended for public distribution shall comply with graphic requirements as specified in Ecology's "Publications Handbook", publication number 91-41 and any additional specifications as may be outlined in the Scope of Work.
5. **Quality Assurance Project Plan (QAPP).** IF this project involves the collection of environmental measurement data, the RECIPIENT must prepare a QAPP to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating this data. The plan shall be conducted in accordance with

the DEPARTMENT's Guidelines for the Preparation of Quality Assurance Project Plans for Environmental Studies, current edition, (Ecology Publication No. 04-03-030). The plan must describe the monitoring and data quality objectives, procedures, and methodologies which will be used to ensure that all environmental data generated will meet these requirements. The size and complexity of the plan should be cost effective and in proportion to the magnitude of the sampling effort. The RECIPIENT may also reference Technical Guidance for Assessing the Quality of Aquatic Environments, February 1994 (Ecology Publication No. 91-78), in developing the plan. The QAPP shall be composed of a concise description of the environmental measurement aspects of this project. Ecology's Project Officer shall review and approve this plan prior to initiation of work.

The QAPP should describe the following elements:

- Assumptions that direct the collection and analysis of data;
- Resources used (such as flights for aerial photos);
- Resource documents that will be consulted;
- Field methods employed;
- Office methods employed;
- Training level of staff involved in data collection and analysis;
- Equipment / materials to be used
- Procedures to assure accurate calibration of field instruments.

Other supporting documentation, including example QAPPs, QAPP templates, and field SOPs may be found at Ecology's Quality Assurance website:  
[www.ecy.wa.gov/programs/eap/quality.html](http://www.ecy.wa.gov/programs/eap/quality.html)

**6. Coordination with Ecology's Geographical Information System (GIS).** If this project involves developing GIS data, the RECIPIENT shall coordinate with Ecology's GIS office in an effort to promote compatibility and to encourage sharing of geospatial data. To facilitate data sharing, the DEPARTMENT utilizes the following standards:

7.

Ecology's GIS Standards	
ESRI's ARC/INFO	Current version
ESRI's ArcView	Current Version
Horizontal Datum	NAD 83 HARN
Vertical Datum	NGVD 88
Projection System	Lambert Conic Conformal
Coordinate System	WA State Plane Coordinates
Coordinate Zone	South
Coordinate Units	Feet
Accuracy Standard	+/-40 Feet (1:24,000) minimum accuracy to within a foot of the true North American datum system
Vector Import Format	ArcExport, DLG and/or DXF, shapefiles
Raster Import Format	TIFF, BIL/BIP, RLC, GRID, ERDAS, SID

Whenever possible, the Recipient is encouraged to utilize the standards listed above when compiling data. To discuss the usage of other standards, please contact Jerry Franklin at 360 407-7470; Fax: 360 407-6902; E-Mail: [jfra461@ecy.wa.gov](mailto:jfra461@ecy.wa.gov) or Dan Saul at 360-407-6419; E-Mail: [dsau461@ecy.wa.gov](mailto:dsau461@ecy.wa.gov) for further data sharing and compatibility information.

The RECIPIENT shall submit copies to Ecology's Project Officer with complete documentation as it relates to all digital data, GIS coverages, shape files, related tables and map products.

8. **Washington State Minority and Women's Business Participation.** The RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

In the absence of more stringent goals established by the RECIPIENT's jurisdiction, the RECIPIENT agrees to utilize the DEPARTMENT'S goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Construction/Public Works	10% MBE	6%WBE
Architecture/Engineering	10% MBE	6%WBE
Purchased Goods	8% MBE	4%WBE
Purchased Services	10% MBE	4%WBE
Professional Services	10% MBE	4%WBE

No contract award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and the RECIPIENT and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

- a. Include qualified minority and women's businesses on solicitation lists.
- b. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
- c. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. DEPARTMENT of Commerce, as appropriate

By signing this Agreement, the RECIPIENT certifies that the above steps were, or will be followed. Any contractor engaged by the RECIPIENT under this agreement shall be required to follow the above five affirmative steps in the award of any subcontract(s).

The RECIPIENT shall report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. The report will address:

- a. Name and state OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.
- b. The total dollar amount paid to qualified firms under this invoice.

The following federal terms and conditions are applicable with any local grant being used as match to a federal agreement at the State level. Ecology provides the required (FFATA) form at the time of grant signature.

9. **Federal Circular Compliance:** As a subrecipient of federal funds, the RECEIPIENT must comply with the following federal regulations:

OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organization  
OMB Circular A-133, Compliance Supplement  
OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments  
OMB Circular A-102, Uniform Administrative Requirements

These federal regulations can be found at: <http://www.whitehouse.gov/omb/circulars/>

10. **Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements:** FFATA requires giving the public access to information on federal awards (federal financial assistance and expenditures) in a single, searchable website ([www.USASpending.gov](http://www.USASpending.gov)). Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance, as well as contracts, subcontracts, purchase orders, task orders, and delivery orders.

In order to comply with the FFATA, the Recipient must complete the FFATA Data Collection Form and return it to the Ecology. Ecology will report basic agreement information, including the required DUNS number, for all federally-funded agreements at [www.fsr.gov](http://www.fsr.gov). This information will be made available to the public at [www.usaspending.gov](http://www.usaspending.gov). Recipients who do not have a DUNS number can find guidance at [www.grants.gov](http://www.grants.gov). Please note that Ecology will not pay any invoices until it has received the completed FFATA Data Collection Form.

Any recipient that receives 80 percent or more of its annual gross revenues from federal funds, and receives more than \$25,000,000 in annual federal funds, must also report compensation for its five top executives. See [www.fsr.gov](http://www.fsr.gov) for details of this requirement. If your organization falls into this category, you must report the required information to Ecology.

13. **Government Debarment and Suspension:** This agreement is subject to Federal Executive Orders 12549, 12689 and 15 CFR Part 26, Debarment and Suspension and Requirements for a Drug-free Workplace:.

**CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**

- a. Unless authorized by the Department in writing, a person (as defined at 15 CFR Part 26.105(n)) who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities except to the extent prohibited by law or authorized by the U.S. Department of Commerce.
- b. Unless the U.S. Department of Commerce authorizes in writing an exception in accordance with 15 CFR Parts 26.215, 26.220, and/or 26.625, the Recipient shall not knowingly do business under this agreement with a person who is debarred or suspended, or with a person who is ineligible for or voluntarily excluded from that agreement. The Recipient shall not renew or extend a subaward (other than no-cost time extensions) with any person who is debarred, suspended, ineligible, or voluntarily excluded, except as provided in 15 CFR Part 26.215.



- 1) The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
- 2) The RECIPIENT/CONTRACTOR shall provide immediate written notice to the Department if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 3) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations.
- 4) The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 5) The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 6) Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- 7) RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
- 8) RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the Department upon request. RECIPIENT/CONTRACTOR must run a search in [www.epis.gov](http://www.epis.gov) and print a copy of completed searches to document proof of compliance.

**14. Restrictions on Lobbying:** Each bidder/applicant/recipient/ subrecipient of this agreement is generally prohibited from using Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this award. This agreement is subject to Section 319 of Public Law 101-121, which added Section 1352, regarding lobbying restrictions, to Chapter 13 of Title 31 of the United States Code. The new section is explained in the common rule, 15 CFR Part 28 (55 FR 6736-6748, 2/26/90).



# Staff Summary

**Date:** March 26, 2012  
**To:** Cashmere City Council  
Mayor Gomes  
**From:** Mark Botello  
**RE:** PUD Anchoring Pole Easement Agreement

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Please see the revised Chelan County PUD Anchoring Pole Easement Agreement for the "Smolt Trap" to be located at the City of Cashmere's Wastewater Lagoon site.

The City of Cashmere issued a shoreline substantial development permit for subject project on February 13, 2012 and received Ecology approval on February 21, 2012.

**RECOMMENDATION:**

Staff recommends approval of the PUD Anchoring Pole Easement Agreement.

*Filed for and Return to:  
PUD No. 1 of Chelan County  
PO Box 1231  
Wenatchee, WA 98807-1231*

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

**Grantee(s):** Public Utility District No. 1 of Chelan County

**Abbreviated Legal Description:** Parcel "B: of Boundary Line Adjustment #2011-189CA. Additional legal on Page 2.

**Assessor's Parcel Number(s):** 23 19 04 440 250

## **ANCHORING POLE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made effective the \_\_\_\_ day of \_\_\_\_\_, 2012, between the CITY OF CASHMERE, Record Owner, hereinafter called the "Grantor," and PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, a municipal corporation, hereinafter called the "Grantee,"

Grantor and Grantee, for valuable consideration, agree as follows:

Grantor hereby conveys and grants to Grantee for the purpose of monitoring the production numbers of wild salmon and steelhead on the Wenatchee River, the right, privilege and authority to construct, reconstruct, alter, improve, repair, inspect and maintain an Anchoring Pole with Anchors to be used upon the Easement Area, which Easement Area is a portion of the following described lands and premises situated in Chelan County, State of Washington, to-wit:

Parcel "B" of Boundary Line Adjustment #2011-189CA recorded 9/7/2011,  
Auditor File Number 2348465 records of Chelan County, Washington.

Said Easement Area is more specifically described as a ten foot by ten foot (10' x 10') parcel of land located on the above described property approximately as shown on the attached drawing marked *Exhibit A* and specifically located in the location where the Anchoring Pole with Anchors are initially installed, which location shall be field staked and approved by Grantor prior to construction by Grantee.

Grantee shall have the right of ingress to and egress from the Easement Area from the adjacent right-of-way of Grantor for the purpose of constructing, reconstructing, repairing, renewing, altering and patrolling said Anchoring Pole and Anchors, and the right at any time to remove said Anchoring Pole and Anchors from the Easement Area.

Grantor shall not dig or do any other act, or permit any other act within the Easement Area or adjacent right-of-way which will disturb the compaction or unearth the Pole and Anchors, or in any other way remove, threaten, or endanger the lateral support to said Pole and Anchors; nor shall the Grantor do any blasting or discharge any explosives within a distance of 300 feet of the Easement Area without giving reasonable notice in writing to the Grantee of intention so to do.

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee shall permanently remove said Pole and Anchors, or shall otherwise permanently abandon said Pole and Anchors, at which time all such rights, title, privileges and authority hereby granted shall terminate.

Grantees use of the easement area shall run in ten year increments to coincide with Grantee's hatchery performance evaluation results. Depending on the hatchery performance evaluation results it is possible the easement area would not be used for a ten year period and reevaluated at that the end of that period. Should the easement area not be needed for a ten year period, Grantee will temporarily remove the anchor pole guy wires as well as the cable crossing the Wenatchee River until they are needed for the next ten year period. Should the Grantee determine that the easement area will no longer be needed for any further study periods, Grantee agrees to, at Grantee's expense, remove the Anchoring Pole, and any construction-related foundation or other artificial materials placed in the Easement Area, with the exception of the buried ground anchors which will be covered during site restoration by, or at the direction of, Grantee and Grantee shall return the Easement Area to its pre-Easement Agreement natural state, and the Easement shall terminate.









## Kay Jones

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**From:** Jeff Gomes  
**Sent:** Wednesday, March 21, 2012 10:55 AM  
**To:** Kay Jones  
**Subject:** FW: Public Safety Contract  
**Attachments:** 03132012 EXHIBIT A Scope of Work-City .doc; 03192012 AGREEMENT.doc; Overview of Law Enforcement Options for the City of Leavenworth\_Tom Davis.doc

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**From:** Joel Walinski [jwalinski@cityofleavenworth.com]  
**Sent:** Monday, March 19, 2012 11:20 AM  
**To:** Jeff Gomes  
**Cc:** Bob Schmidt; cfarivar@touchstoneappraisal.com; Chantell Steiner  
**Subject:** Public Safety Contract

Mayor Gomes,

Following up on our committee meeting discussion last week. Attached is the agreement that Tom Davis and I have crafted. It has a similar format to other professional service contracts the City uses. The fee is set at \$100 per hour for an undefined limit within the contract. I will be asking our council to approve a motion for the professional services contract with Mr. Tom Davis with a not to exceed amount of \$4,000 to be shared (50%) between the City of Cashmere and City of Leavenworth. This allows us to retain Tom under contract and adjust the contract amount upward should that become necessary based on changes in the scope of work. I've listed myself as the primary contact person with Tom for billing and changes in work direction. A different person can be designated, however Tom requested that it be one individual for efficiency and clear communication.

As we also spoke at the committee meeting, both city councils should be asked to provide some insight on what questions and information they would want Mr. Davis to provide at the initial step of this process. I've attached Mr. Davis's initial "Overview of Law Enforcement Options" note that might be worthwhile to have your full council review. On our end, Mayor Farivar and I will work with our Council. Once the Councils consider approval of the contract and that initial conversation has happened with both councils we should probably schedule a follow-up discussion. If you think it might be helpful for me to attend the Cashmere Council Session or need any additional information, please let me know.

Joel

**Joel Walinski**  
City Administrator  
City of Leavenworth  
700 Highway 2 / Post Office Box 287  
Leavenworth, Washington 98826

(509) 548-5275 Ext. 124 Office

Information from ESET NOD32 Antivirus, version of virus signature database 6977 (20120318)

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

Information from ESET NOD32 Antivirus, version of virus signature database 6987 (20120321)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITIES OF LEAVENWORTH and CASHMERE  
AND TOM DAVIS  
FOR CONSULTANT SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into in Chelan County, Washington, by and between the CITY OF LEAVENWORTH and CITY OF CASHMERE (hereinafter referenced as "CITIES"), and TOM DAVIS, a Sole Proprietor ("Consultant").

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

**ARTICLE I. PURPOSE AND SCOPE OF SERVICES**

The purpose of this Agreement is to provide the "CITIES" with consulting services to assist in a review of its law enforcement services, to provide recommendations, and to assist the CITIES with implementation of their decisions relative to law enforcement services, as requested by the respective Mayor's or their designee. The general terms and conditions of relationships between the "CITIES" and the Consultant are specified in this Agreement. Consultant is to act as an independent contractor and not act as a police officer for the CITIES.

**ARTICLE II. OBLIGATIONS OF THE CONSULTANT**

II.1 The Consultant shall accept minor changes, amendments, or revisions in the detail of the work as may be required by the "CITIES", when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed by an amendment to this Agreement. The General Scope of Work is provided in Exhibit A of this agreement.

- a. The Leavenworth City Administrator shall be the primary contact person for the Consultant. Work direction, changes to the request work product or scope of work to the Consultant will be provided through the Leavenworth City Administrator. Services requested by either City's Mayor or designee, within the Scope of Service, shall be covered under this Agreement and deemed acceptable to the other City.

II.2 **WORK PRODUCT.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the "CITIES", except that the Consultant may retain one copy of the work product and documents for its records.

**II.3 TERM OF AGREEMENT.** The term of this Agreement commence upon signing of this Agreement through **DECEMBER 31, 2012**, unless sooner terminated by either party. The Consultant shall be authorized to begin work under the terms of this Agreement upon signing of this Agreement by the "CITIES" and Consultant.

**II.4 NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the "CITIES".

**II.5 EMPLOYMENT.** Any and all employees of the Consultant, if any, while engaged in the performance of any work or service as required by the Consultant under this Agreement, shall not be considered employees of either City, and any and all claims that may or might arise under the Workmen's Compensation act on behalf of any said employees, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees, while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

**II.6 INDEMNITY.**

a. The parties shall at all times indemnify and hold harmless and defend each other from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the party asserted negligent. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Consultant or other person and all property owned or claimed by the City or the Consultant.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligent of the Consultant and the CITIES, its members, officers, employees and agents, the Consultants liability to the CITIES, by way of indemnification, shall be only to the extent of the Consultant's negligence.

c. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

**II.7 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work completed under this Agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Chelan County Superior Court.

**II.8 INDEPENDENT CONTRACTOR.** The Consultant's relation to the "CITIES" shall at all times be as an independent contractor. Neither the Consultant nor any employees or subcontractors/subconsultants of the Consultant, if any, shall be entitled to any benefits accorded to City employees by virtue of the services provided under this Agreement. The

"CITIES" shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, or otherwise assume the duties of an employer with respect to Consultant, or any employee or subcontractor/subconsultant of the Consultant.

II.9 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the "CITIES" in each instance, the confidences of the "CITIES" or any information regarding the "CITIES" or services provided to the "CITIES".

II.10 **AMENDMENT.** This Agreement may be amended by written Agreement of the parties.

### **ARTICLE III. PAYMENT AND APPROVAL BY THE CITY**

III.1 **PAYMENT.** The Consultant shall be paid by the "CITIES" on a monthly basis for completed work for services rendered under this Agreement. Consultant shall be paid at the rate of \$100 per hour. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. The Consultant shall be reimbursed for mileage at the IRS approved rate. The Consultant shall be reimbursed for any necessary lodging on an as needed basis, as pre-approved by the "CITIES". In the event the Consultant's presence or testimony is required at any time in the future as a result of work performed under this agreement, or on behalf of the "CITIES", the "CITIES" shall compensate the Consultant in accordance with the current terms of this Agreement. In the event the "CITIES" elect to expand the Scope of Work, the "CITIES" shall pay Consultant an additional amount on a time and expense basis in accordance with the Consultant's current schedule hourly rates.

a. Invoices shall be submitted by the Consultant to the City of Leavenworth. The invoice will state the time expended, the charge incurred, a description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted via email to ([financedir@cityofleavenworth.com](mailto:financedir@cityofleavenworth.com) / [jwalinski@cityofleavenworth.com](mailto:jwalinski@cityofleavenworth.com)) or U.S mail to **City of Leavenworth, P. O. Box 287, Leavenworth WA 98826** the 20th day of the month.

b. The "CITIES" will pay timely submitted and approved invoices within thirty (30) days of receipt. Past-due invoices will be subject to a 2.5% service charge of the balance of the overdue invoice.

III.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, work performed pursuant to this Agreement must meet the approval of the "CITIES". The Contractor shall not unreasonably withhold work performed and the "CITIES" shall not unreasonably withhold payment for work performed under the terms of this Agreement.

**ARTICLE IV. GENERAL**

IV.1 **NOTICES.** Notices to the City shall be sent to the following address.  
City of Leavenworth, P. O. Box 287, Leavenworth WA 98826

Notices to the Consultant shall be sent to the following address.  
TOM DAVIS  
6115 275<sup>th</sup> St. NE  
Arlington, WA 98223  
tom.davis@wavecable.com

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

IV.2 **TERMINATION.** The right is reserved by both parties to terminate this Agreement in whole or in part at any time upon ten (10) days written notice to the other party. If this Agreement is terminated in its entirety by the "CITIES" for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the Consultant's invoices for the work completed at the time of termination.

IV.3 **DISPUTES.** Parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution, which may consist of mediation and/or arbitration.

IV.4 **NONWAIVER.** Waiver by the "CITIES" or Consultant of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

IV.5 **AUTHORITY TO SIGN.** The undersigned are authorized to execute this Agreement and bind their respective parties.

DATED this \_\_\_\_\_ of \_\_\_\_\_, 2012

CITY OF LEAVENWORTH

TOM DAVIS, CONSULTANT

\_\_\_\_\_  
(INSERT name, title)

CITY OF CASHMERE

\_\_\_\_\_

(INSERT name, title)

Approved as to form:

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(INSERT City Attorney)

**Thomas J. Davis**

*tom.davis@wavecable.com*

425-263-0704

Mr. Joel Walinski  
City Administrator  
City of Leavenworth

February 20, 2012

Mr. Walinski,

I enjoyed speaking with you today and the information you provided was very helpful. The City has some important decisions and opportunities ahead relative to how law enforcement will look in its future!

Based on my brief discussion with you, my review of the current Law Enforcement Service Agreement between the City of Leavenworth and Chelan County, and my online review of a few published council agendas and meeting minutes, I see the scope of this project as multi-faceted. Of course the actions and direction taken ultimately depends on the desires of the City.

These areas include providing a thorough analysis of all public safety service options available to the City, facilitating that discussion and decision making process for the City, and then assisting in the successful implementation of any decision.

In addition, providing a thorough review of the current Law Enforcement Service Agreement to insure all articles and terms of the agreement are being provided at a level acceptable to the City and to assist the City with any negotiations relative to the current terms or new terms of any agreement.

Each of these areas identified above can have multiple components to them. To properly assess and implement some of these components, as well as others which will undoubtedly present themselves along the way, will likely require a long term process.

Based on my initial assessment and review, I would propose ongoing periodic involvement, to include both off-site and on-site interaction. The length of time largely depends on the direction the City chooses to take.

I would be happy to meet and answer any questions you and Mayor Farivar may have and I look forward to working with you and the City!

Sincerely,

*Thomas J. Davis*

# **Thomas J. Davis**

[tom.davis@wavecable.com](mailto:tom.davis@wavecable.com)

425-263-0704

Mr. Joel Walinski  
City Administrator  
City of Leavenworth

February 20, 2012

Mr. Walinski,

The following is an extremely generic and broad overview of several law enforcement service options available to the City of Leavenworth. This document is by no means intended to be all-encompassing and there are several details of each model that are not contained within this document. Rather, this document is intended to provide you and the City with a foundation from which to begin the discussion about which direction will best serve the future of Leavenworth. You will note that the first few models are not really options for the City. However, I wanted to share them as examples of the types of contracting options that exist.

As we discussed earlier, each of these comes with its own set of strengths and weaknesses and I have noted only a few with each. Additionally, some of these options are dependent on the desire of other entities to partner with the City and perhaps even change their current business model or philosophy with respect to contract police services. This may be outside of the City's control.

There are several policing models available to cities, towns, and counties in Washington State. These policing models are separated into two basic categories;

- 1) Contracting for law enforcement services (your current model) and
- 2) Maintaining an independent police department.

There are variations within each of the models presented however, the core drivers for each tend to be cost, desire to maintain local control and local identity, level of service desired, assumption of liability, geography, and willingness to partner with other entities.



# **Contracting for law enforcement services**

## **1. Do-Nothing model (no contract, no police department):**

Some towns are small enough, or lack any measurable criminal presence to warrant either contracting for police service or creating their own law enforcement agency. These communities rely solely on the state mandated requirement of the Sheriff's Office. These communities have an extremely low to nonexistent level of service and no dedicated and ongoing police presence. While the law requires that the Sheriff's Office provide basic law enforcement services, it does not identify nor mandate the level of service which must be provided.

Strengths: Cost effective, low assumption of risk, and no personnel, equipment, or facility costs

Weaknesses (lacking in all): local identity, local control, police presence, ownership by officers

## **2. Call for Service contract model:**

This is a slight step up from the Do-Nothing model. Under this model, a city contracts with another entity on a call for service basis only. The level of service and presence (or lack of) is still the same however, the agreement provides for law enforcement services only when a call which meets the criteria is dispatched. For example, a Sheriff's Office will set a flat rate 'per call' fee and when they are dispatched to the city they will handle the call and then charge the fee. Again, a true level of service and law enforcement presence is essentially nonexistent.

Strengths: cost effective, low assumption of risk, and no personnel, equipment, or facility costs

Weaknesses (lacking in all): local identity, local control, police presence, ownership by officers, ability to address specific needs to your community, requires a willing partner

## **3. Regional contract model:**

Under this model two entities share the cost of an employee to cover an area larger than the municipality. For example, a city and county may share the cost of one deputy but that deputy's service area would be a combination of city and county jurisdiction. There is not much local control or local identity by the subordinate entity (typically the city).

Looking at your law enforcement service agreement with the Chelan County Sheriff's Office, I would venture to say that it is most likely intended to be a regional model, even though you do have a police chief identified.

Strengths: not necessarily cost effective but more economical, low assumption of risk, and no personnel, equipment, or facility costs

Weaknesses (lacking in all): local identity, local control, police presence, ownership by officers, requires a willing partner

#### **4. Dedicated contract model:**

Under this model, a city contracts with another entity to provide dedicated law enforcement services to the city. This is similar to the regional model except that the officers paid for are dedicated to work exclusively within the city. Typically, a county supervisor is identified as the "Chief of Police." The officers may be more responsive to the city's needs and there is a greater level of familiarity however, the officers still wear a county uniform and drive a county car.

Strengths: not necessarily cost effective but more economical, low assumption of risk, no personnel, equipment, or facility costs

Weaknesses (lacking in all): local identity, local control, consistency of service level, deputies may not agree with the city's policing philosophy, requires a willing partner

#### **5. Stand-Alone contract model:**

Under this model, a city contracts with another entity to provide dedicated law enforcement services to the city. The officers assigned to the city work exclusively within the city. A chief of police is identified and reports directly to the city administrator or Mayor to meet the needs of the community. The officers wear a city dedicated uniform and the cars have city dedicated markings.

A citizen interacting with law enforcement under this model would likely not even be aware that it is a contract, rather believing they are receiving service from the city's own police department. The officers should be more responsive to the city's needs and there is a greater level of familiarity.

Strengths: local identity, local control (typically), low assumption of risk, if negotiated correctly the city can be recognized as an independent agency allowing it to apply for grants, and no personnel, equipment or facility costs

Weaknesses (lacking in all): more expensive, requires a willing partner, potential facility costs

These five models are the basic contracting models that are out there. There are variations of each model depending on the needs of the city. Most of these models require a willing county partner and is dependent on the business model and philosophy of the partner being in line with the business model and philosophy of the city. Frankly speaking, often times these don't line up.

## **Independent police department**

### **1. Dedicated Partner's police department:**

This model is a cost-sharing model between two entities but is different than the contract models in that it provides direct law enforcement services to each of the identified communities and the officers are employees of the city. This is most similar to the concept of a Leavenworth-Cashmere Police Department.

**Strengths:** More economical than maintaining two separate police departments, shared assumption of liability, local control, local identity, police presence, ownership by officers

**Weaknesses:** must consider responsibility for hiring, training, negotiations and discipline of personnel and ongoing equipment maintenance and facility costs, requires a willing partner

There are a couple partnership models like this in existence in the state and I would highly recommend meeting with those city governments to hear their experiences in this type of partnership.

### **2. Independent police department:**

This option is the traditional independent police department. It is likely the most expensive model but one that brings with it the most control over providing a level of service which meets the needs of your community.

**Strengths:** local control, local identity, police presence, ownership by officers

**Weaknesses:** highest assumption of liability, must consider responsibility for hiring, training, negotiations and discipline of personnel and ongoing equipment maintenance and facility costs

While both of these independent Police Department models are fairly straightforward, they can have other components built into them to make them even more cost effective. For example, with a willing partner they can be blended with a Call for Service model where perhaps the 'City Police Department' closes at 3 AM and from 3

AM to 6 AM the local Sheriff's office covers calls on a Call for Service basis. This is just one example; there are so many more.

I hope this brief overview is helpful to spark a discussion and to begin taking those 'first steps.' I am excited to see how law enforcement will look in the City's future!

Again, this document is not intended to be all encompassing and there are many other considerations for each of the options. I would be happy to meet and answer any questions you and Mayor Farivar may have and I look forward to working with you and the City!

*Sincerely,*

*Thomas J. Davis*

## Kay Jones

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**From:** Jeff Gomes  
**Sent:** Thursday, March 22, 2012 12:07 PM  
**To:** Kay Jones  
**Subject:** FW: Contract Agreement with Tom Davis  
**Attachments:** 03212012 TD AGREEMENT FINAL.doc; Tom Davis Résumé-Consultant-02 20 12.doc; 03132012 EXHIBIT A Scope of Work-City .doc

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**From:** Joel Walinski [jwalinski@cityofleavenworth.com]  
**Sent:** Thursday, March 22, 2012 8:48 AM  
**To:** Jeff Gomes  
**Cc:** Bob Schmidt  
**Subject:** Contract Agreement with Tom Davis

Mayor Gomes and Bob

Attached is the final of the consultant agreement with Tom Davis. This has been reviewed by Mr. Davis and our City Attorney. Also attached is Tom's resume. Exhibit A is an attachment to the service agreement. Below is the council write up I will be providing the council and the motion I will be asking them to approve. Please review and let me know if there are any concerns on your end, thanks.

### 3. Professional Services Agreement with Mr. Tom Davis

The City Council is being asked to approve a professional service contract with Mr. Tom Davis for the thorough analysis of the public safety options available to the City of Leavenworth and City of Cashmere. Mr. Davis would be compensated at \$100 per hour and staff recommends capping the initial expenditures at a not to exceed amount of \$4,000. The cost of the consultant would be equally shared between the City of Leavenworth and the City of Cashmere.

Mr. Davis has been employed as a law enforcement officer by the Snohomish County Sheriff's office for 24 years and has served as the Chief of Police for the City of Stanwood., WA for a period of six years under a contract with the Sheriff's Office. Mr. Davis has also worked with several cities on addressing a number of public safety issues, which include contract negotiations, personnel issues, and operational issues. Mr. Davis comes highly recommended by City Attorney, Tom Graafstra. Mr. Davis's resume is provided under packet item #3 for your review.

The Public Safety Committee has met with the City of Cashmere – Mayor Jeff Gomes, PW Director Bob Schmidt and City Council Member Mr. Derek Knutsen within the last two months and both cities have expressed an interest in having a professional evaluation of the current public safety contracts and having a cost analysis completed on the other options available for providing public safety to the cities. Requests for proposals to perform the services were requested and received from Mr. Davis and Mr. Greg Prothman from the Prothman Company. The committee and representatives recommended proceeding with an agreement with Mr. Davis and sharing the costs between the two cities.

If the contract is approved, Mr. Davis and the Public Safety Committee have requested that the City Council develop a list of information or questions they would want Mr. Davis to focus his efforts on. For example, one question that had been asked is if the City were to have its own or shared police force how does this affect the other contracts with the county related to public safety? Another example would be to identify the legal requirements regarding the level of police services that the City must provide. And a final example would be a request to review and provide a budget analysis of the current Chelan County Sheriff's Budget expenditures and allocate costs associated with providing different services – Investigation, Search & Rescue, Drug Enforcement, Patrol, Administrative, etc.

A copy of the service contract is included in the packet material under tab #3. The service contract has been reviewed by the City Attorney and provided to the City of Cashmere. The City of Cashmere will consider the approval of the contract on Monday, March 26, 2012.

- **MOTION:** *The Leavenworth City Council moves to approve the Professional Services Agreement with Mr. Tom Davis with a not to exceed amount of \$4,000 and authorizes the Mayor to sign. Furthermore the costs associated with this contract will be shared equally between the City of Leavenworth and the City of Cashmere.*

**Joel Walinski**  
City Administrator  
City of Leavenworth  
700 Highway 2 / Post Office Box 287  
Leavenworth, Washington 98826

(509) 548-5275 Ext. 124 Office

\_\_\_\_\_ Information from ESET NOD32 Antivirus, version of virus signature database 6987 (20120321) \_\_\_\_\_

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

\_\_\_\_\_ Information from ESET NOD32 Antivirus, version of virus signature database 6990 (20120322)  
\_\_\_\_\_

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

# **Thomas J. Davis**

[tom.davis@wavecable.com](mailto:tom.davis@wavecable.com)

425-263-0704

## ***Objective***

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To continue serving the law enforcement profession, local governments and the community by sharing the experiences and knowledge acquired in varied and unique leadership assignments during 24 years in the law enforcement profession and blending those experiences with academic theory and current best practices in our industry.

*Following is a summary of my professional and academic experiences which demonstrate my qualifications to effectively and positively contribute to your organizational needs. I look forward to the opportunity to work with you.*

Sincerely,

*Thomas J. Davis*

## ***Summary of Relevant Experience***

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I have been employed with the Snohomish County, WA Sheriff's Office for 24 years, including serving as the **Chief of Police** for the City of Stanwood, WA for six years under a contract with the Sheriff's Office. During those six years (2001-2007) I successfully served three different mayors, each with distinctly different leadership styles. For a short time, I was asked by the mayor to also serve as the interim city fire chief during difficult leadership times for that department.

In 2008, Sheriff John Lovick selected and appointed me to the position of **Undersheriff**, where I continue to serve today.

The Snohomish County Sheriff's Office is currently comprised of 265 fully commissioned (sworn) law enforcement officers, 252 limited commissioned (sworn) corrections officers, and 163 support staff and serves a total approximate population of 711,100 citizens.

As Undersheriff, I am directly responsible for overseeing the day to day operations of the entire Sheriff's Office, to include law enforcement and corrections, nearly 700 employees, and an annual operating budget of approximately \$90 million.

I have held management positions within our office for the past twelve years and my law enforcement experience also includes S.W.A.T., Drug Investigations/Undercover Operations, Field Training Officer and Personnel Services (pre-employment and hiring, training and recruiting).

I am a graduate of the **FBI National Academy** (session 227) and a graduate of Northwestern University's (Illinois) **School of Police Staff and Command**.

## **Summary of Relevant Experience (continued)**

**Thomas J. Davis**

I hold an **Executive Level Management Certification** from the Washington State Criminal Justice Training Commission, an **A.A.S Degree in Criminal Justice** and a **B.S Degree in Professional Management**, graduating with a **3.77GPA and Honors (Magna Cum Laude)**.

I have experience in city and county governments, budgets, labor relations, contract law enforcement services and contract negotiations. Additionally, I am a member of Washington States' **Loaned Executive Management Assistance Program (LEMAP)**, which reviews and audits law enforcement agencies throughout our state.

I am an adjunct faculty member at multiple colleges, teaching on the subjects of **Criminal Justice** and **Homeland Security**.

My wife Kris and I have been married over 24 years and have two wonderful sons, ages 18 and 20. I enjoy spending time with my wife and sons, teaching, consulting and traveling.

## **Promotions, Appointments, Formal Education**

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<b>January 1, 2008-present</b>	<b>Appointed Undersheriff</b> <i>Snohomish County (WA) Sheriff's Office</i>
<b>June, 2001-December 31, 2007</b>	<b>Chief of Police</b> <i>City of Stanwood, Washington</i>
<b>June 7, 2007</b>	<b>Promoted to rank of Captain</b> <i>Snohomish County Sheriff's Office</i>
<b>October-December, 2006</b>	<b>FBI National Academy (session 227)</b> <i>FBI Academy (Quantico, VA)</i>
<b>2004</b>	<b>B.S. Degree Professional Management (Honors Magna Cum Laude)</b> <i>Henry Cogswell College</i>
<b>2002</b>	<b>Executive Level Management Certification</b> <i>WA State Criminal Justice Training Commission</i>
<b>February-May, 2001</b>	<b>School of Police Staff and Command</b> <i>Northwestern University (Illinois)</i>
<b>May 4, 2000</b>	<b>Promoted to rank of Lieutenant</b> <i>Snohomish County Sheriff's Office</i>
<b>October 3, 1994</b>	<b>Promoted to rank of Sergeant</b> <i>Snohomish County Sheriff's Office</i>



## **Promotions, Appointments, Formal Education (continued)**

**Thomas J. Davis**

- 1991-1994**                      **Narcotics Unit / Drug Task Force Detective**  
*Snohomish County Sheriff's Office / Drug Task Force*
- 1989-1998**                      **S.W.A.T. Team member / Assistant Commander**  
*Snohomish County Sheriff's Office*
- 1989-1991**                      **Patrol Field Training Officer**  
*Snohomish County Sheriff's Office*
- October 5, 1987**                **Hired as Deputy Sheriff**  
*Snohomish County Sheriff's Office*
- 1986**                              **A.A.S. Degree Criminal Justice**  
*Spokane (WA) Community College*

## **Professional Committees & Organizations**

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- 2011**                              **Statewide Selection Committee for Training Academy Commander**  
*WA State Criminal Justice Training Commission*
- 2010-present**                      **Adjunct College Instructor** (classroom, hybrid, and online)  
*Multiple local and online colleges*
- 2010-present**                      **Criminal Justice Advisory Committee member**  
*Everett Community College*
- 2009-present**                      **Member, Loaned Executive Management Assistance Program**  
*WASPC (Washington Assoc. of Sheriffs and Police Chiefs) LEMAP*
- 2006-2007**                      **Committee Chairman (2007) Committee Vice-chairman (2006)**  
*SnoPac E-911 Communications Technical Advisory Committee*
- 2006-present**                      **Member, FBI National Academy Alumni Associates**  
*National and WA State organizations of FBI N/A graduates*
- 2003-2007**                      **Member, Stanwood-Camano Rotary**  
*Local and International Community Service Organization*
- 2003**                              **Past Board of Directors**  
*Stanwood-Camano Community Resource Foundation*
- 2001-present**                      **Associate Member, WA Association of Sheriffs and Police Chiefs**  
*WASPC (Washington Association of Sheriffs and Police Chiefs)*

*2001-present*

**Member, Snohomish County Police Chiefs and Sheriff Association**  
*Snohomish County Police Chiefs and Sheriff Association*

# Staff Summary

**Date:** March 27, 2012  
**To:** Mayor Jeff Gomes  
Cashmere City Council  
**From:** Mark Botello  
**RE:** Project Status

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## **Building Permits:**

- Continue working with Mount Cashmere Properties (Crunch Pak) on phase "A" building expansion (300 Sunset Ave) ≈38,000 Sq. ft.
- Plumbing and mechanical permits issued to "Mile Post 111-Cashmere Brewing Company" (407 Aplets Way). (restaurant, retail and brewery)

## **Conference Attended:**

- March 14, 2012: 7 hours International Code Council- CEU (Credits) - 2009 IRC Wood-framed wall bracing requirements.
- March 15, 2012: 7 hours International Code Council- CEU (Credits) - HVAC Systems.
- March 16, 2012: 7 hours International Code Council - CEU (Credits) - International Fire Code, General requirements.

## **Planning Commission:**

- Continue updating the Shoreline Master Program (SMP) with Planning Commissioner.

## **Tree Committee:**

- Met to discuss Cashmere's Arbor Day event. A Chanticleer Flowering Pear will be planted next to the 101 Cottage Ave building (across from Cashmere Valley Bank) on Wednesday, April 18, 2012 at 8:30am for Arbor Day. Cashmere's High School Agricultural class will assist the City with the tree planting event.

## **Cashmere Riverside Park Grant Status:**

- Working on Recreation Conservation Organization (RCO) grant application for improvements to Riverside Park. RCO grant submittal deadline is May 1, 2012.

## **Tigner Road Preservation Project:**

- This project is currently going through WSDOT administration process. Goal is to have local agency agreement before Council for approval soon.

## **Landuse:**

- Currently processing Conditional Use Permit (CUP) for Cashmere's proposed Wastewater treatment facility.
  - Currently processing Shoreline Substantial Development Permit (SDP) for Cashmere Wastewater Treatment facility.
-