



City of Cashmere

101 Woodring Street
Cashmere, WA 98815
Ph (509) 782-3513 Fax (509) 782-2840
Website www.cityofcashmere.org

CASHMERE CITY COUNCIL MEETING
MONDAY, JULY 23, 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 July 9, 2012 Regular City Council Meeting
2. Payroll and Claims Packet Dated July 23, 2012

BUSINESS ITEMS

1. Executive Director Jeff Wilkins, Wenatchee Valley Transportation Council (WVTC).
2. DNR Interagency Agreement for public tree inventory.
3. Discussion of water main on Tree Top property – no action needed

PROGRESS REPORTS

- Provided at Council meeting

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)**

The City of Cashmere is an equal opportunity provider and employer.

To file a complaint of discrimination, write USDA, Director, Office of Civil rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202)720-6382 (TDD).

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY JULY 9, 2012 AT CASHMERE CITY HALL

OPENING

Mayor Jeff Gomes opened the regular city council meeting at 7:01 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:	Bob Schmidt, Dir. of Operations Kay Jones, City Clerk-Treasurer Mark Botello, Dir. of Planning/Building	

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

No announcements

APPROVAL OF AGENDA

MOVED by Councilor Bryant and seconded by Councilor Knutsen to approve the agenda as presented. Motion carried.

CONSENT AGENDA

Minutes of June 25, 2012 Regular City Council Meeting

Payroll and Claims Packet Dated July 9, 2012

Claims Check No. 32271 and 32274 through 32320 totaling \$193,727.17

Payroll Check No. 32242 through 32270 totaling \$100,664.57

Addendum No. 1 of the Agreement between the cities of Leavenworth, Cashmere and Tom Davis

MOVED by Councilor Wynne and seconded by Councilor Fletcher to approve the consent agenda. Motion carried.

COMMITMENT LETTER FROM CASHMERE VALLEY BANK FOR A \$13,690,000 REVENUE BAN LINE OF CREDIT

MOVED by Councilor Fletcher and seconded by Councilor Moore to approve the Cashmere Valley Bank commitment letter for a \$13,690,000 revenue bond anticipation note line of credit. Motion carried.

ORDINANCE NO. 1199 AMENDING THE BUDGET FOR 2012

Clerk-Treasurer Kay Jones stated that all of the amendments were previously authorized by the Council. The ordinance officially amends the budget.

MOVED by Councilor Moore and seconded by Councilor Fletcher to adopt Ordinance No. 1199 amending the budget for 2012. Motion carried.

ORDINANCE NO. 1200 AUTHORIZING A \$13,690,000 REVENUE BAN LINE OF CREDIT

The Revenue Bond Anticipation Note Line of Credit for \$13,690,000 provides the interim financing required by RD for the construction of the wastewater treatment plant project.

MOVED by Councilor Fletcher and seconded by Councilor Bryant to adopt Ordinance No. 1200 authorizing a \$13,690,000 revenue bond anticipation note line of credit. Motion carried.

ADDENDUM NO. 2 TO THE AGREEMENT BETWEEN THE CITY AND RH2 ENGINEERING

The purpose of Addendum No. 2 is to clarify the Addendum between the City and RH2 Engineering for the wastewater treatment plant project. With the Addendum the City authorized only specific tasks and Addendum No. 2 provides authorization of the remaining tasks.

MOVED by Councilor Bryant and seconded by Councilor Wynne to approve the Addendum No. 2 to the Agreement between the City and RH2 Engineering. Motion carried.

RIVERSIDE CENTER SECURITY FENCING

Even though the security fencing is a non issue regarding the Riverside Center contract; Councilor Bryant (Lessee of Riverside Center) stated that since it was regarding Riverside Center that he would not participate in the discussion.

Director Bob Schmidt explained there has been a long-standing issue at Riverside Center with the public entering the back patio area during private events. People come through the back area looking for restrooms and even enter the building while events are going on. Because the back patio area is secluded there have been numerous issues with vandalism.

Wrought iron panels are available and the city crew can install them. The estimated cost to fence the two main open areas is \$3,310, any additional gates or fencing would add to the cost. Staff is requesting approval to put up a wrought iron fence to help keep out trespassers and vandals at the center.

MOVED by Councilor Fletcher and seconded by Councilor Wynne to proceed with the security fencing project at Riverside Center. Motion carried with four in favor and Councilor Bryant abstaining.

PROGRESS REPORTS

Included in the packet

EXECUTIVE SESSION – To Discuss Potential Litigation

At 7:31 p.m. Mayor Gomes entered into an executive session to discuss potential litigation for approximately ten minutes. No action will be taken.

Regular session was reconvened at 7:44 p.m.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:44 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer

Staff Summary

Date: July 23, 2012
To: Mayor and Cashmere City Council
From: Mark Botello
RE: Executive Director Jeff Wilkins, Wenatchee Valley Transportation Council.

NORTH CENTRAL REGIONAL TRANSPORTATION PLANNING ORGANIZATION (NCRTPO):

The NCRTPO was established in the early 1990's to create a regional transportation planning network for city and county governments and other public and private entities across Chelan, Douglas and Okanogan Counties. The NCRTPO process is a collaborative planning effort that brings together elected officials for a variety of local governments, resource agency staff, city and county staff, public and private interest, and local citizens to share in the ongoing discussion of what the region's transportation system could and should be in the future. As a regional forum, the NCRTPO has the ability to use its collective influence to bring in grant monies, shape legislative policy-making, and influence state and federal decision and investments.

WENATCHEE VALLEY TRANSPORTATION COUNCIL (WVTC):

WVTC is responsible for regional transportation planning in the Wenatchee Valley urban area. WVTC develops transportation plans designed to meet the region's projected economic and population growth looking 20 years into the future.

WVTC evaluates all modes of transportation (*car, truck, train, bicycle, bus & pedestrian*) to develop consensus about investment priorities that guide future transportation funding and land use planning decisions by WSDOT, Link Transit, our local cities and counties, and others.

Transportation is a basic, but fundamental part of our personal and business lives. For most of us, daily travel on our roads, highways, buses and bicycle routes will cross municipal boundaries. The challenges presented by regional mobility, traffic congestion and freight mobility are best solved through regional cooperation.

WVTC is governed by locally elected and appointed public officials, representing:

- **City of Wenatchee** (Mayor Frank Kuntz)
 - **City of East Wenatchee** (Mayor Steve Lacy)
 - **City of Rock Island** (Mayor Russell Clark)
 - **Chelan County** (Commissioner Keith Goehner)
 - **Douglas County** (Commissioner Ken Stanton)
 - **LINK Transit** (Richard DeRock, General Manager)
 - **Port of Chelan County** (Commissioner Mike Mackey)
 - **Port of Douglas County** (Commissioner Mark Spurgeon)
 - **WSDOT** (Dan Sarles, Regional Administrator)
-

Staff Summary

Date: July 23, 2012
To: Mayor and Cashmere City Council
From: Mark Botello
RE: DNR Interagency Agreement for public tree inventory

Please see the attached Interagency Agreement between the City of Cashmere and Washington State Department of Natural Resources (DNR). This is a DNR pilot program where DNR will provide a free public tree inventory for the City. Primary data that will be collected during this proposed inventory includes location, species, diameter, condition, maintenance needs and priority, and proximity to utility lines, traffic signs and signals.

The DNR will provide the following:

- The services of professional certified arborists to inventory public trees.
- All collected tree inventory data in agreed-upon format.
- A summary report that includes field observations, general maintenance and management recommendations.
- Technical assistance in determining maintenance and management priorities.

In 1975 Cashmere Council adopted ordinance no. 488 relating to the planting, maintenance, protection, control and removal of trees in and upon the public streets and other public places in the City of Cashmere. Since the retirement of John Becker, the City no longer has an arborist on staff.

The City of Cashmere is the fourth (4th) oldest "Tree City USA" in the State of Washington. Below is a list of the four (4) oldest Tree City USAs in the State of Washington.

1. Ellensburg (29-years)
2. Longview(28-years)
3. Seattle(27-years)
4. Cashmere (25-years)

While many people think of street trees when they think of the urban forest it is much more than that. Our urban forest is managed by the City for many reasons, healthy watersheds, prime wildlife habitat, excellent outdoor recreation, health and economic benefits, and psychological benefits. A healthy urban forest is essential to our quality of life and increasingly important to the City's efforts to improve the quality of the environment of our City. A healthy urban forest is an asset that increases in value over time, one that provides beauty to Cashmere residents for generations.

Attached is a copy of the City of Cashmere's 2011 Application for certification for Tree City USA.

RECOMMENDATION:

Staff recommendation is approval of the DNR Interagency Agreement for a public tree inventory.



WASHINGTON STATE DEPARTMENT OF
Natural Resources
PETER GOLDMARK - Commissioner of Public Lands

INTERAGENCY AGREEMENT WITH THE City of Cashmere

Agreement No. _____
USDA Forest Service CFDA Number 10.664

This Agreement is between the City of Cashmere and the Washington State Department of Natural Resources, Resource Protection Division, referred to as DNR.

DNR falls under authority of RCW Chapter 43.30 of Washington State, Department of Natural Resources. DNR and the City of Cashmere herein after referred to as the City, enter into this agreement under Chapter 39.34, Inter-local Cooperation Act.

The purpose of this Agreement is to define the role of the city in support of a public tree inventory conducted by DNR.

IT IS MUTUALLY AGREED THAT:

1.01 Statement of Commitment. The City shall furnish a statement of commitment which names city staff contacts for the project, states the reasons for participating in the public tree inventory project, including goals and objectives that will be met by completing a public tree inventory, and agrees to utilize the data to manage public trees, as capacity allows.

1.02 The City shall dedicate staff resources to attend an introductory webinar, meet with contractors and UCF for an inventory pre-work meeting and support the inventory effort by providing city-specific information, as needed.

1.03 Proposed course of action report Based on inventory data and the project summary report, the City shall produce a report summarizing a proposed course of action to manage the city tree resource. Report shall be submitted to UCF by December 31st 2012.

2.01 Period of Performance. The period of performance of this Agreement shall begin upon final execution by both parties, and end on December 31st, 2012, unless terminated sooner as provided herein.

3.01 Deliverables. DNR agrees to provide:

- the services of professional certified arborists to inventory public trees.
- all collected tree inventory data in agreed upon format

- a summary report that includes field observations, general maintenance and management recommendations.
- technical assistance in determining maintenance and management priorities.

5.01 Records Maintenance. The City shall maintain records, to sufficiently document implementation of the proposed plan of work.

Records and other documents in any medium furnished by one party to this agreement to the other party will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6.01 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be “Works Made for Hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by DNR and the City.

7.01 Independent Capacity. The employees or agents of each party who are engaged in performing this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

8.01 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

9.01 Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice. If the City proposes to terminate this agreement after inventory has begun, the City is responsible for reimbursing DNR for associated costs of the inventory. If DNR proposes to terminate this agreement after city staff resources have been expended, DNR will provide funds (not to exceed \$10,000) in the form of a Community Forestry Assistance grant for the City to complete the inventory with a contractor of their choice.

10.01 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

11.01 Disputes. If a dispute arises, a dispute board shall resolve the dispute like this: Each party to this agreement shall appoint a member to the dispute board. These board members shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms, applicable statutes and rules, then determine a resolution. The dispute board’s determination shall be final and binding on the parties. As an alternative to the dispute board, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330. In this case, the Governor’s process will control the dispute resolution.

12.01 Governance. This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable State and federal statutes and rules (See Minimum Federal Requirements - Attachment A);
- (2) Statement of Commitment; and
- (3) Any other provisions of the agreement, including materials incorporated by reference.

13.01 Assignment. The work to be provided under this Agreement and any claim arising from this agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

14.01. Waiver. A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

15.01 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

16.01 Insurances. The City and DNR are part of the State of Washington and are protected by the State's self-insurance liability program as provided by Chapter 4.92 RCW. These agencies have entered into this agreement to provide/perform the «Project» described therein. This agreement will terminate on the date listed in the period of performance. The agencies agree to share responsibility equally for losses that arise out of this agreement.

(1) General Insurance Requirements

At all times during the term of this agreement, the City shall, at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the agreement at DNR's option.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by DNR. Any exception must be reviewed and approved by the DNR Risk Manager or in the absence of, the Contracts Specialist at FMD, before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Before starting work, City shall furnish DNR, with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the bid/proposal, if applicable, and Agreement. Said certificate(s) shall contain the Contract number «GrantNumber», name of DNR Project Manager, a description, and

include the State of Washington, DNR, its elected and appointed officials, agents, and employees as additional insured on all general liability, excess, umbrella and property insurance policies.

City shall include all subgrantees as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subgrantee. Subgrantee(s) must comply fully with all insurance requirements stated herein. Failure of subgrantee(s) to comply with insurance requirements does not limit City's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by DNR. Grantee waives all rights against DNR for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Agreement.

DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

- (1) Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give DNR 45 days advance notice of cancellation or non-renewal. If cancellation is due to nonpayment of premium, DNR shall be given 10 days advance notice of cancellation.
- (2) Insurers subject to Chapter 48.15 RCW (Surplus lines): DNR shall be given 20 days advance notice of cancellation. If cancellation is due to nonpayment of premium, DNR shall be given 10 days advance notice of cancellation.

In lieu of the coverages required under this section, DNR at its sole discretion may accept evidence of self-insurance by the City, provided City provides the following:

City shall provide a statement by a CPA or actuary, satisfactory to DNR that demonstrates City's financial condition is satisfactory to self-insure any of the required insurance coverages.

DNR may require City to provide the above from time to time to ensure City's continuing ability to self-insure. If at any time the City does not satisfy the self-insurance requirement, City shall immediately purchase insurance as set forth under this section.

By requiring insurance herein, DNR does not represent that coverage and limits will be adequate to protect City and such coverage and limits shall not limit City's liability under the indemnities and reimbursements granted to DNR in this contract.

The limits of insurance, which may be increased by DNR, as deemed necessary, shall not be less than as follows:

- (1) Commercial General Liability (CGL) Insurance: City shall maintain general liability (CGL) insurance, and, if deemed necessary as determined by DNR, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 for a general aggregate limit. The products-completed operations aggregate limit shall be \$2,000,000.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) conditions.

- (2) Employers Liability (Stop Gap) Insurance: If City shall use employees to perform this contract, City shall buy employers liability insurance, and, if deemed necessary as determined by DNR, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (3) Business Auto Policy (BAP) Insurance: City shall maintain business auto liability and, if deemed necessary as determined by DNR, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

City waives all rights against DNR for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

- (4) Workers' Compensation Insurance: City shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of City and employees of any subgrantee or sub-subgrantee. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this contract. Except as prohibited by law, City waives all rights of subrogation against DNR for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

City shall indemnify DNR for all claims arising out of City's, its subgrantee's, or sub-subgrantee's failure to comply with any State of Washington workers' compensation laws where DNR incurs fines or is required by law to provide benefits to or obtain coverage for such employees. Indemnity shall include all fines, payment of benefits to City or subgrantee employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to DNR by City pursuant to the indemnity may be deducted from any payments owed by DNR to City for performance of this Contract.

- (5) To the fullest extent permitted by law, City shall indemnify, defend and hold harmless DNR, its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this

agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. City's obligation to indemnify, defend, and hold harmless includes any claim by City's agents, employees, representatives, or any subgrantee or its employees. City expressly agrees to indemnify, defend, and hold harmless DNR for any claim arising out of or incident to City's or any subgrantee's performances or failure to perform the Agreement. City's obligation to indemnify, defend, and hold harmless DNR shall not be eliminated or reduced by any actual or alleged concurrent negligence of DNR or its agents, agencies, employees and officials. City waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its agencies, officials, agents or employees.

17.01 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

18.01 Contract Management. The Project Coordinator for each of the parties shall be the contact person for this agreement. All communications and billings will be sent to the project coordinator.

19.01 Project Coordinators.

(1) The Project Coordinator for the City is Mark Botello, Director of Planning & Building. Telephone Number 509-782-3513

(2) The Project Manager for DNR is Sarah Foster. Telephone Number 360-902-1704.

IN WITNESS WHEREOF, the parties have executed this Agreement.

| _____ City
Dated: _____, 20__ By: _____
Title: Mayor of Cashmere
Address: 101 Woodring Street, Cashmere, WA. 98815
Phone: 506/782-3513
DUNS Number _____

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__

By: _____
Joseph P. Shramek

Title: Division Manager

Address: 1111 Washington St SE
Olympia, Wa 98504-7037

Interagency Agreement
Approved as to Form 9/29/97
By the Assistant Attorney General
State of Washington

ATTACHMENT C

FEDERAL PROVISIONS

The Sub-recipient shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this agreement. “Sub-recipient” means the agency, firm, provider, organization, individual, or other entity performing services under this Agreement and shall include all employees of the Sub-recipient. The following list identifies specific federal provisions that may apply to the Sub-recipient under this Agreement but does not identify all such provisions.

1. **Cost Principles.** By accepting Federal assistance, the Sub-recipient agrees to abide by the applicable Office of Management and Budget (OMB) Circulars in the expenditure of federal funds and performance under this program. Below are the applicable Circulars.

OMB Circular A-87 – Cost Principles for State, Local and Indian Tribal Governments (2 Code of Federal Regulations (CFR) part 225).

OMB Circular A-122 – Cost Principles for Non-Profit Organizations (2 CFR part 230).

2. **Administrative Requirements.** OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments (7 CFR 3015, 7 CFR 3016, 2 CFR 225)

OMB Circular A-110 – Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (2 CFR part 215).

3. **Audit Requirements.** OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations. Only non-federal entities that expend \$500,000 or more federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, as amended, OMB Circular A-133. Sub-recipients expending less than \$500,000 in a year are exempt from federal audit requirements but must make records available for review or audit by federal agencies or DNR (7 CFR part 3025).

4. **Executive Compensation.** Sub-recipients must report the names and total compensation of each of the Sub-recipient’s five most highly compensated executives for the Sub-recipient’s preceding completed fiscal year to DNR by the end of the month following the month of the effective date of this Agreement, if:

In the Sub-recipient’s preceding fiscal year, the Sub-recipient received-

- i.) 80 percent of more of its annual gross revenues from Federal procurement contracts (and sub-contracts) and federal financial assistance subject to the Transparency Act, as defined a 2 CFR § 170.320 (and sub-awards); and
- ii.) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and sub-contracts) and federal financial assistance subject to the Transparency Act, (and sub-awards); and

- iii.) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a) 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

5. **Trafficking in Persons.** The following prohibition statement applies to Sub-recipient, and all Sub-awardees of the Sub-recipient. Sub-recipient must include this statement in all sub-awards made to any private entity under this agreement.

YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AGREEMENT IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AGREEMENT IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AGREEMENT OR THE SUB-AWARDS UNDER THIS AGREEMENT. SUB-RECIPIENT MUST INCLUDE THE ABOVE REQUIREMENTS IN ANY SUB-AWARD UNDER THIS AGREEMENT.

6. **Eligible Workers.** Sub-recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC § 1324a). Sub-recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any sub-award under this agreement.
7. **DUNS and CCR Requirements.** Unless otherwise exempted from this requirement under 2 C.F.R § 25.110, Sub-recipient must maintain the currency of its information in the Central Contractor Registration (CCR) until submission of its final financial report required under this Agreement or Sub-recipient receives final payment, whichever is later.

Sub-recipient may not make a sub-award to any entity unless the entity has provided its Dun and Bradstreet Data Universal Numbering System (DUNS) number to Sub-recipient.

8. **Debarment and Suspension.** Sub-recipient certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. Sub-recipient shall immediately inform the Federal funding agency and DNR if they or any of its principals become excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Sub-recipient or any of its principles receive a transmittal letter or other official federal notice of debarment or suspension they shall notify the Federal funding agency and DNR without undue delay. This applies whether the exclusion, debarment or suspension is voluntary or involuntary.

Sub-recipients are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include those procurement contracts for goods and services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000 or meet certain other specified criteria. 2 C.F.R. § 180.220 of the government-wide non-procurement debarment and suspension guidance contains those additional circumstances. All non-procurement transactions (i.e., sub-awards), irrespective of award amount, are considered covered transactions.

When a Sub-recipient enters into a covered transaction with an entity at a lower tier, the Sub-recipient must verify that the entity is not suspended or debarred or otherwise excluded. This verification may be accomplished by checking the *Excluded Parties List System (EPLS)* maintained by the General Services Administration (GSA), collecting a certification from the entity, or adding a clause or condition to the covered transaction with that entity (2 C.F.R. § 180.300)

9. Drug-Free Workplace. Sub-recipient agrees to make a good faith effort, on a continuing basis, to maintain a drug-free workplace as a condition for receiving this sub-award. Sub-recipient shall:

- a) Publish a drug-free workplace statement and establish a drug-free awareness program for its employees; and
- b) Take actions concerning employees who are convicted of violating drug statutes in the workplace.

Sub-recipient shall identify all known workplaces under this Agreement and keep this information on file during the performance of this agreement.

10. Non-Discrimination. During the performance of activities under this Agreement, the Sub-recipient shall comply with all federal and state non-discrimination laws, regulation and policies. In the event of the Sub-recipient's non-compliance or refusal to comply with any non-discrimination law, regulation or policy, this Agreement may be rescinded, cancelled or terminated in whole or in part, and the Sub-recipient may be declared ineligible for further agreements with DNR.

In accordance with Federal law and U.S. Department of Agriculture/Department of Interior policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

USDA – To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (202) 720-5964.

DOI – The formal complaint should be filed by you or your representative, using Department of the Interior Form DI-1892, with the Bureau or Office EEO Officer where the alleged discriminatory incident occurred or with the Director, Office for Equal Opportunity, 1849 C Street N.W., MS-1442 MIB, Washington, D.C. 20240. The DI-1892 form may be obtained from the EEO Counselor or the Bureau EO Office.

If you are filing a complaint against another agency go to <http://www.hhs.gov/ocr/civilrights/complaints/index.html>, for more information.

10. Lobbying. Sub-recipient shall not use funds from this Agreement to pay any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative

agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the Sub-recipient shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

Sub-recipient shall include the above language in documents for all sub-awards under this Agreement at all tiers.

12. Other Grant Specific Requirements. Identify other grant-specific federal requirements here unless already addressed in the Agreement and number each of them sequentially.

Note: For further information related to federal requirements that may apply to Sub-recipient under this Agreement, go to: <http://www.whitehouse.gov/omb/grants>

Tree City USA

2011 Application for Certification



The Tree City USA award is in recognition of work completed by the community during the 2011 calendar year.

As Mayor or Equivalent of the Community of City of Cashmere

I herewith make application for this community to be officially certified/recertified as a Tree City USA for 2011, having achieved the standards set forth by the Arbor Day Foundation as noted below.

Standard 1: A Tree Board or Department

Ed Meyer Retired Dr. 509-782-2571 mark@cityofcashmere.org

Standard 2: A Community Tree Ordinance

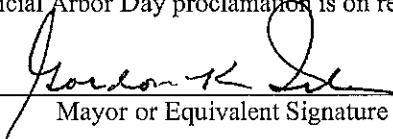
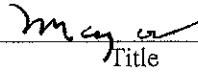
✓ Our community ordinance is on record

Standard 3: A Community Forestry Program with an Annual Budget of at Least \$2 Per Capita

Total Community Forestry Expenditures	\$11717.5
Community Population	3075
Per Capita Spending	\$3.81

Standard 4: An Arbor Day Observance and Proclamation

✓ Official Arbor Day proclamation is on record

 _____ Mayor or Equivalent Signature	 _____ Title	12/2/11 _____ Date
---	--	--------------------------

Application Certification
To Be Completed By The State Forester:

City of Cashmere

The above named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained herein, said community is eligible to be certified as a Tree City USA community, for the 2011 calendar year, having in my opinion met the four standards required for recognition.

State Forester Signature	Title	Date
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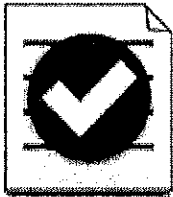




Cashmere

A Tree City USA for 24 Years

2011 Tree City USA Application



My Applications

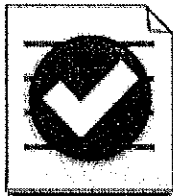
2011 Tree City USA

Add a 2011 Growth Award Application

Application Information

Community Name: City of Cashmere
Community Website: cityofcashmere.org

Mayor or Equivalent:	City Forestry Contact:
Gordon Irle	Mark Botello
101 Woodring St.	101 Woodring St.
Cashmere, Wa 98815	Cashmere, WA 98815
	509-782-3513
	mark@cityofcashmere.org



Standard 1 - A Tree Board or Department

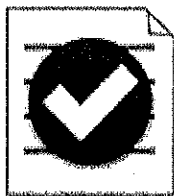
Dates of Meetings:

2/7/2011, 3/14/2011, 4/11/2011, 6/6/2011, 10/10/2011, 11/21/2011
--

Chairperson:
Ed Meyer

Tree Board Members:

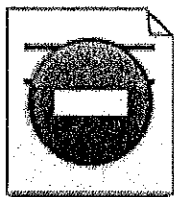
105 Chase Ave.
Cashmere, WA 98815



Standard 2 - A Community Tree Ordinance

Date ordinance established: 2/24/1975

Ordinance Attachments



Standard 3 - A Community Forestry Program with an Annual Budget of at least \$2 Per Capita

Community population: 3075

Tree Planting and Initial Care: \$0.00

Tree Maintenance: \$1,428.69

Tree Removals: \$0.00

Management: \$10,288.81

Utility Line Clearance: \$0.00

Volunteer Time: \$0.00

Other: \$0.00

Other description:

Total community forestry expenditure: \$11,717.50

Per Capita: \$3.81

Trees Planted: 24

Trees Pruned: 50

Trees Removed: 0

Budget Attachments



Standard 4 - An Arbor Day Observance and Proclamation

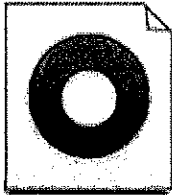
Date observance was held: 4/13/2011

Proclamation Attachments

Program Attachments

Photos Attachments

News Attachments



Signature Form

Signature Form Attachments: Signature Form Attachments

- Signature Form is not uploaded

d5963ba2-0916-e111-9092-005056a20010

Quick Info

Welcome, John Becker

Coordinator:

Linden Mead

Washington Department of Natural Resources

360-902-1703

linden.mead@dnr.wa.gov

Application must be submitted by 12/31/2011

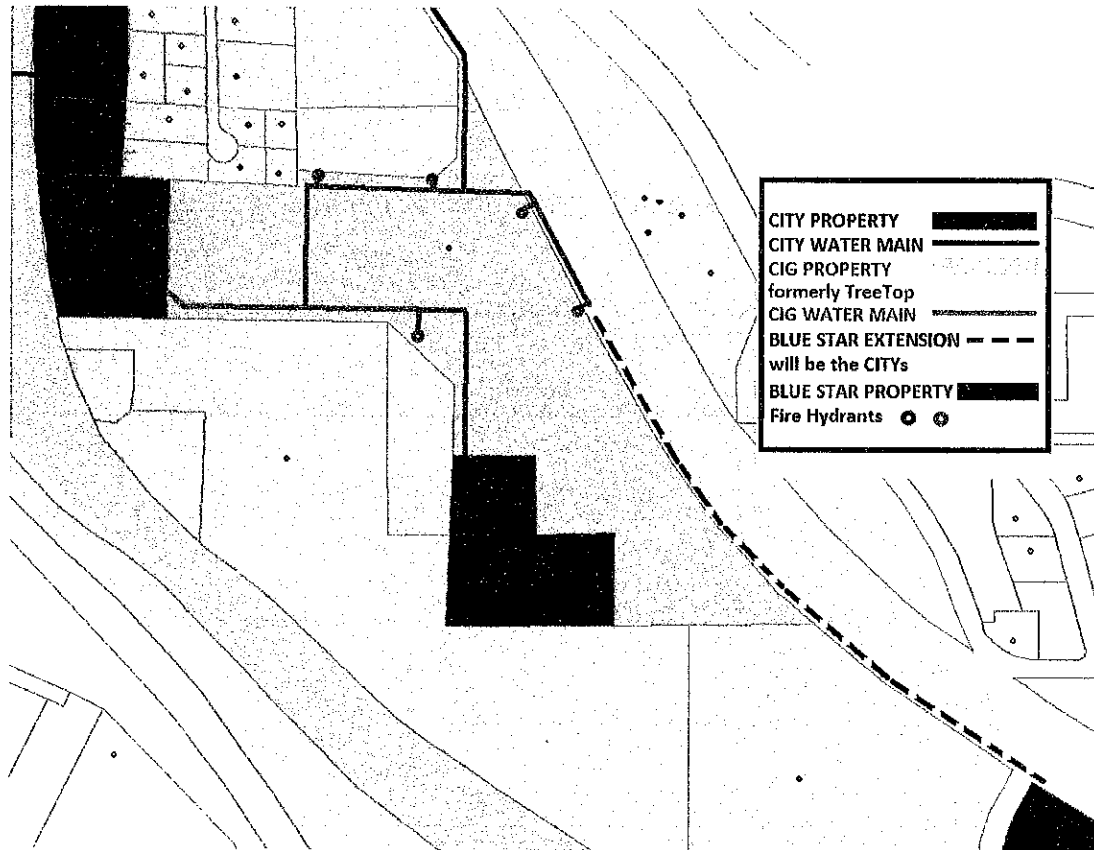


Staff Summary

Date: July 23, 2012
To: City Council
From: Bob Schmidt, Director of Operations
RE: Tree Top (Cashmere Investment Group) Water Main Discussion

See the sketch below. Cashmere Investment Group was approached by Blue Star Growers and their contractor Bethlehem Construction, requesting to connect to the water main on the highway side of their building. CIG approached the City with an inquiry as to whether the City would be willing to take possession of the water mains on the property if CIG was willing to deed them to the City along with Utility easements.

I believe that this is a logical and beneficial proposal for the City. I will explain this further at the Council meeting.



This item is for information purposes only.



F.Y.I.

Wenatchee Valley Animal Control
1474 S. Wenatchee Avenue
Wenatchee, WA 98801
509-662-9577
509-665-7612 (fax)

**City of Cashmere - Quarterly Report
2nd Quarter – 2012**

Animal Control Hours

April	21.75
May	26.25
June	44.75
Total	92.75

Number of Investigated Incidents

April	16
May	13
June	16
Total	45

Investigations of Interest

Citations Issued	2
Dangerous Dogs	0
Potentially Dangerous Dogs	0
Animal Bites	2

Number of Animals Received

Stray Dogs	4	Stray Cats	2	Stray Others	0
Owned Dogs	2	Owned Cats	1	Owned Others	0
Total	6	Total	3	Total	0