



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, SEPTEMBER 24, 2012 7:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSE ABSENCE

ANNOUNCEMENTS & INFORMATION

- Audit Exit for Federal Audit on Wastewater Treatment Plant Project and Sunset Hwy Project

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of September 10, 2012 Regular Study Session
2. Minutes of September 10, 2012 Regular Council Meeting
3. Payroll and Claims Packet Dated September 24, 2012
4. Set public hearing for 2013 Preliminary Budget October 22, 2012

BUSINESS ITEMS

1. Public Hearing on vacating a portion of River Street.
2. Ordinance No. 1201 – Vacating a portion of River Street
3. Prosecution Service Agreement for 2013
4. Contract for Animal Control Services for 2013-2015

EXECUTIVE SESSION – Union Negotiations

PROGRESS REPORTS

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, SEPTEMBER 10, 2012 AT CASHMERE CITY HALL

OPENING

Mayor Pro Tem Jim Fletcher 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:	John Bryant Donna Wynne Derek Knutsen Skip Moore Jim Fletcher (Mayor Pro Tem)	
Staff:	Bob Schmidt, Director of Operations Kay Jones, Clerk-Treasurer Mark Botello, Director of Planning/Building	

FLAG SALUTE

EXCUSED ABSENCES

MOVED by Councilor Moore and seconded by Councilor Knutsen to excuse the absence of Mayor Gomes. Motion carried.

ANNOUNCEMENTS & INFORMATION

Director Botello announced that the Mayor and Council are invited to Crunch Pak's open house on Tuesday, September 18, 2012 at 3:00 pm.

PUBLIC COMMENT PERIOD

There were no public comments.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of August 27, 2012 Regular City Council Meeting
Payroll and Claims Packet Dated September 10, 2012

Claim Check Nos. 32509 and 32512 through 32553 totaling \$83,381.13
Payroll Check Nos. 32479 through 32508 totaling \$108,945.05

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

BIOSOLIDS HAULING AND BENEFICIAL USE SERVICES CONTRACT WITH KING COUNTY AND BOULDER PARK INC.

The proposed contract for biosolids hauling and beneficial use services for the City of Cashmere at the Boulder Park Project, Contract No. 01-0812 will allow the biosolids the city is hauling now to be utilized and also contains language that will allow our biosolids produced at our new treatment facility to be transported to the Boulder Park Project as well.

MOVED by Councilor Wynne and seconded by Councilor Knutsen to approve the Biosolids Hauling and Beneficial Use Services contract with King County and Boulder Park. Motion carried with Councilor Bryant abstaining.

SUPPLEMENTAL AGREEMENT NO. 4 FOR SUNSET HIGHWAY RECONSTRUCTION PROJECT

The supplemental agreement is intended to cover all work necessary to complete the bridge inventory services for the Sunset Highway Bridge. The total amount of Supplemental Agreement No. 4 is \$9,848.30.

MOVED by Councilor Knutsen and seconded by Councilor Wynne to approve Supplemental Agreement No. 4 for Sunset Highway Reconstruction Project. Motion carried.

PROGRESS REPORTS

Director of Operations Bob Schmidt showed a video of the Wastewater Treatment Facility construction site. There is now a webcam onsite so that anyone can watch the daily construction on the city's website.

Also, the contractor has informed Director Schmidt that he intends to work through the winter as long as the weather is not severe.

Councilor Bryant stated that the new fence at Riverside Center looks good and it is serving its purpose well.

Director of Planning Mark Botello stated that the City's park grant application ranked 16 out of 44 projects to be funded. The list has to receive final approval from the Governor, which will be the first week of October.

Director Botello reported that the Fisher Street property sold for \$57,000. Since the city retained 1500 square feet along the back for utilities \$3,000 was taken off the asking price.

The Christmas tree in Ardeta Park has been removed. Councilor Wynne asked if the City was going to replace the tree and if the City can put Christmas lights on the other trees in the park in the meantime. Director Botello stated that the stump would have to be chipped out in order to plant a new tree and lights will be put up in Ardeta Park.

Councilor Wynne stated that previous members of the Ardeta Park committee would like to be present when the new Christmas tree is planted.

ADJOURNMENT

The Mayor Pro Tem adjourned the meeting at 7:35 p.m.

Jim Fletcher, Mayor Pro Tem

Attest:

Kay Jones, City Clerk-Treasurer

**NOTICE OF PUBLIC HEARING ON CITY OF CASHMERE
PRELIMINARY 2013 BUDGET**

The Cashmere City Council will hold a public hearing on Monday, October 22, 2012 at 7:00 p.m. at the Cashmere City Hall on the City of Cashmere preliminary 2013 budget. The public is invited to attend said hearing and make comment.

Kay Jones
City Clerk-Treasurer
CITY OF CASHMERE

Please publish one time only on October 10, 2012.

Staff Summary

Date: September 24, 2012

To: Cashmere City Council

Mayor Gomes

From: Mark Botello

RE: Public hearing on Vacating a Portion of River Street

Cashmere City Council passes Resolution No. 06-2012 on August 13, 2012, setting a Public Hearing for September 24, 2012 to consider vacating a portion of River Street.

Staff Summary

Date: September 24, 2012
To: Cashmere City Council
Mayor Gomes
From: Mark Botello
RE: Ordinance No. 1201 - Vacating a Portion of River Street

Please see attached Ordinance No. 1201 vacating a portion of River Street pursuant to Chapter 35.79 RCW and Chapter 12.30 of the Cashmere Municipal Code. Staff will go over this in more detail at the Council meeting.

ORDINANCE NO. 1201

**AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON,
VACATING A PORTION OF RIVER STREET PURSUANT TO
CHAPTER 35.79 RCW AND CHAPTER 12.30 OF THE CASHMERE
MUNICIPAL CODE, AND SETTING AN EFFECTIVE DATE.**

WHEREAS, the City Council received a Petition for a Street Vacation from Crunch Pak, LLC (hereinafter referred to as “Crunch Pak”), the owners of 100% of the property abutting a portion of River Street proposed to be vacated; and

WHEREAS, the City Council passed Resolution No. 06-2012 on August 13, 2012, setting a Public Hearing for September 24, 2012 to consider the Street Vacation that is the subject of this Ordinance; and

WHEREAS, on September 24, 2012, at an Open Public Meeting (“OPMA”), the City Council held the Public Hearing; and

WHEREAS, the City staff recommend passage of this Ordinance as being in the best interests of the citizens of the City of Cashmere, Washington, and the Mayor and City Council concur with this recommendation; NOW, THEREFORE,

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

Section 1. A Public Hearing to consider the vacation of right-of-way described in this Ordinance was duly noted and a Public Hearing was held before the City Council on September 24, 2012 at 7:00 p.m., at City Hall.

Section 2. The public right-of-way described as that portion of River Street depicted in Exhibit "A" to this Ordinance and legally described in Exhibit "B" to this Ordinance should be and hereby is vacated.

Section 3. The City is in receipt of payment from Crunch Pak, the abutting property owner, in the amount of \$1,370.00 (plus the \$250.00 non-refundable administrative fee required by City Code) as consideration or compensation for the proposed vacation of right-of-way based on a calculation of value performed by City staff pursuant to Chapter 12.30 of the Cashmere Municipal Code.

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

Section 5. The City Clerk/Treasurer is directed to record a conformed copy of this Ordinance with the Chelan County Auditor following its passage and publication as provided for herein.

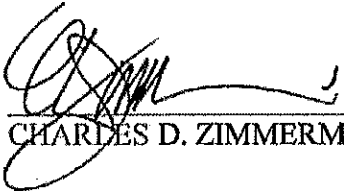
APPROVED:

MAYOR JEFF GOMES

ATTEST/AUTHENTICATED:

KAY JONES, CITY CLERK-TREASURER

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

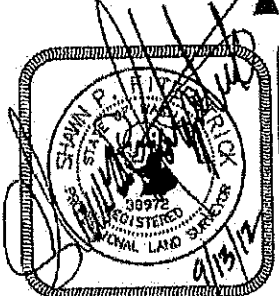
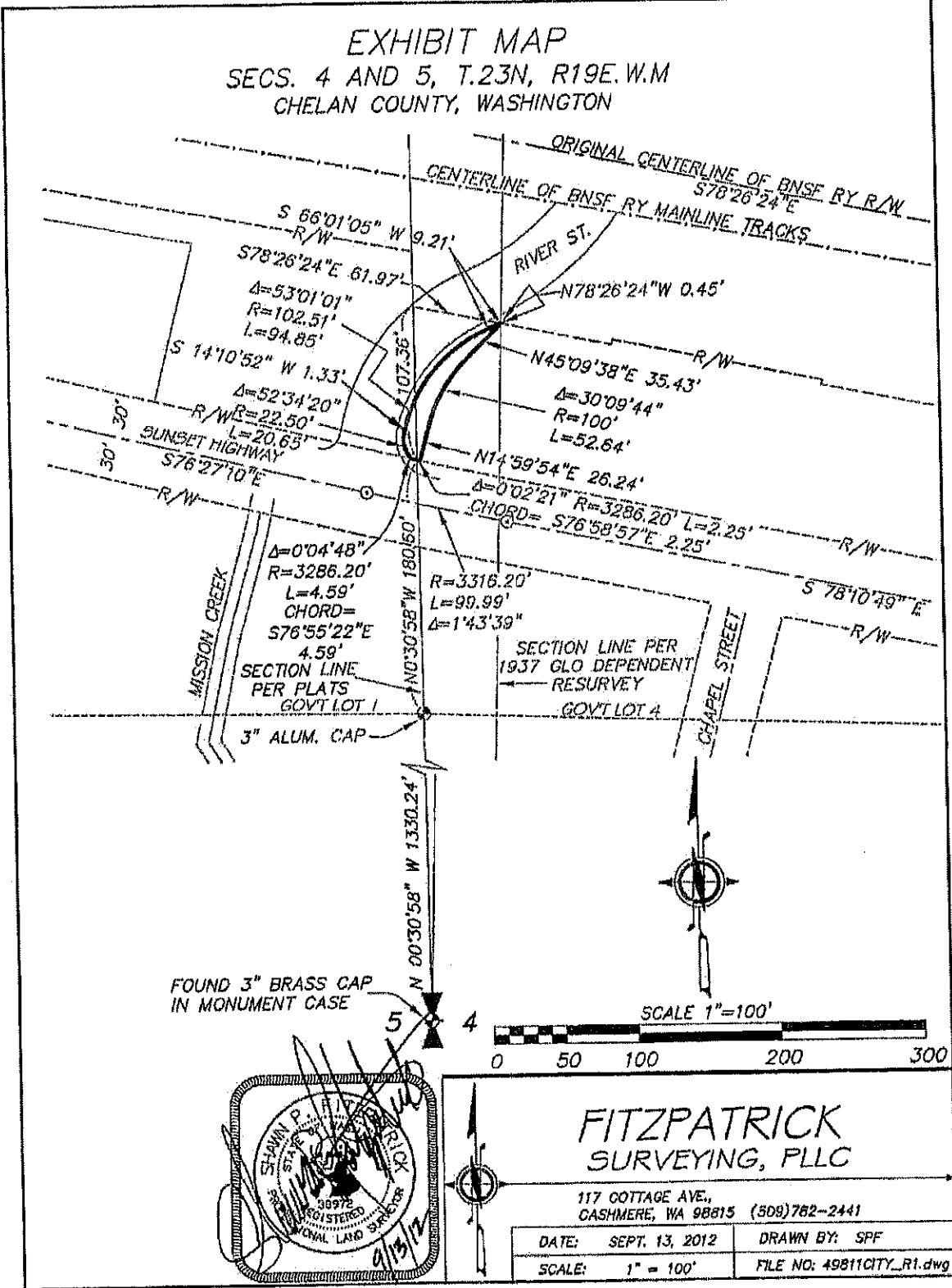
BY: 

CHARLES D. ZIMMERMAN

FILED WITH THE CITY CLERK
PASSED BY THE CITY COUNCIL
PUBLISHED
EFFECTIVE DATE
ORDINANCE NO.

: 9/18/12
:
:
:
:
:

EXHIBIT MAP
 SECS. 4 AND 5, T.23N, R19E.W.M
 CHELAN COUNTY, WASHINGTON



FITZPATRICK SURVEYING, PLLC

117 COTTAGE AVE.,
 CASHMERE, WA 98815 (509)762-2441

DATE: SEPT. 13, 2012	DRAWN BY: SPF
SCALE: 1" = 100'	FILE NO: 49811CITY_R1.dwg

EXHIBIT
"R"

EXHIBIT B

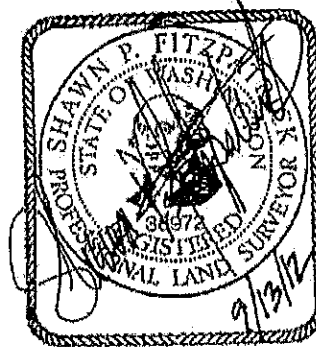
Legal Description

City of Cashmere to Crunch Pak

All that portion of Section 4 and Section 5, Township 23 North, Range 19 East of the Willamette Meridian, Chelan County, Washington described as follows:

Beginning at the southeast corner of Government Lot 1 of said Section 5, a 3" aluminum cap, referenced on record of survey recorded in book 45 of surveys, pages 50-52, from which the east quarter corner of said Section 5 bears South $0^{\circ}30'58''$ East a distance of 1330.24 feet; thence North $0^{\circ}30'58''$ West along the east line of said Section 5 a distance of 180.60 feet to the northerly right of way of Sunset Highway and the True Point of Beginning; thence along said right of way through a non tangent curve to the left having a chord of South $76^{\circ}58'57''$ East 2.25 feet and a radius of 3286.20 feet; through a delta angle of $00^{\circ}02'21''$, for an arc length of 2.25 feet; thence leaving said right of way North $14^{\circ}59'54''$ East a distance of 26.24 feet to a point of curvature; thence along the arc of a tangent curve to the right; having a radius of 100.00 feet; through a delta angle of $30^{\circ}09'44''$, for an arc length of 52.64 feet; thence North $45^{\circ}09'38''$ East a distance of 35.43 feet to the southerly right of way of the Burlington Northern Santa Fe Railway Company right of way; thence along said railroad right of way line North $78^{\circ}26'24''$ West a distance of 0.45 feet; thence leaving said railroad right of way line South $66^{\circ}01'05''$ West a distance of 9.21 feet to a point of curvature; thence along the arc of a tangent curve to the left; having a radius of 102.51 feet; through a delta angle of $53^{\circ}01'01''$, for an arc length of 94.85 feet; thence South $14^{\circ}10'52''$ West a distance of 1.33 feet to a point of curvature; thence along the arc of a tangent curve to the left; having a radius of 22.50 feet; through a delta angle of $52^{\circ}34'20''$, for an arc length of 20.65 feet to the northerly right of way of Sunset Highway; thence along said right of way through a non tangent curve to the left having a chord of South $76^{\circ}55'22''$ East 4.59 feet and a radius of 3286.20 feet; through a delta angle of $00^{\circ}04'48''$, for an arc length of 4.59 feet to the point of beginning.

Described area is 653 square feet more or less





CHELAN COUNTY PROSECUTING ATTORNEY
DOUGLAS J. SHAE

401 WASHINGTON STREET, 5TH FLOOR – P.O. BOX 2596 – WENATCHEE, WA 98807-2596

MAIN OFFICE/FELONY DIV: (509) 667-6202
MAIN OFFICE FAX: (509) 667-6490
DISTRICT COURT DIVISION: (509) 667-6271
JUVENILE COURT DIVISION: (509) 667-6453
DIST/JUV DIVISION FAX: (509) 667-6476
CIVIL DIVISION: (509) 667-6330
CIVIL DIVISION FAX: (509) 667-6511

SUSAN E. HINKLE – *CIVIL DEPUTY*
LOUIS N. CHERNAK – *CIVIL DEPUTY*
JAMES A. HERSHEY
ROY S. FORE
KEVIN L. FORREST
STEPHEN D. FUNDERBURK
EDWARD N. STEVENSEN
ALLEN F. BLACKMON
CONOR C. JOHNSON
CRIMINAL DEPUTIES

September 13, 2012

Kay Jones
Cashmere City Clerk-Treasurer
101 Woodring Street
Cashmere, WA 98815

Re: Statistics and Proposed Agreement for 2013 Budget Year
Prosecution Services for City of Cashmere

Dear Kay:

Enclosed please find the proposed Prosecution Service Agreement for the budget year 2013 between the City of Cashmere and Chelan County. This agreement is based upon the total number of 56 cases which were prosecuted during the 12-month period of September 1, 2011 through August 30, 2012 for misdemeanor crimes occurring within the city limits of Cashmere. Also enclosed for your review is the report we received from the Chelan County Sheriff's Office on which we base our calculations for the contract.

As background, RiverCom's mapping system is used to automatically assign arrests to the various reporting districts within Chelan County whenever a call out is received. The enclosed report from the Sheriff's Office shows, among other things, the name of the defendant, incident number, location of the incident, location of the arrest, the charges, and the date/time of the arrest. All cases listed on this report occurred during the 12-month time period of September 1, 2011 through August 31, 2012.

Kay Jones
Cashmere City Clerk-Treasurer
Re: 2013 Prosecution Service Agreement
September 13, 2012
Page 2

Upon receiving this report from the Sheriff's Office, I search our office's computer case index to determine whether our office was involved in the prosecution of any of the gross misdemeanor and misdemeanor cases listed on the report. All the cases with a "Y" in the right-hand margin are cases we prosecuted for your city, with the total number of cases circled at the top of the report. This total number of cases is what we use to calculate our annual agreements.

For the 2013 budget year, the Chelan County Commissioners have asked for a slight increase of 5 percent, or \$10.00 per case, in the prosecution fees we request from our contract cities. This results in an increase in our prosecution fees from \$200.00 per case to \$210.00 per case. We feel this is not an unreasonable request. Thus, we would ask that you budget the amount of \$11,760.00 (56 cases at \$210 per case) for your 2013 prosecution costs. This will result in a slight decrease of \$40.00 from your 2012 contract.

Please review the enclosed report and proposed agreement and let me know by October 9, 2012, if you have any questions or concerns. Approval of this agreement by your Mayor and City Council would be appreciated. After the agreement has been executed by your Mayor and City Clerk, please return it to me by for presentation to the Chelan County Commissioners. I will provide you a copy of the completed agreement once all signatures have been obtained.

Thank you for your time. If you have any questions or concerns, please don't hesitate to contact me or Doug Shae at 667-6204.

Sincerely,

A handwritten signature in cursive script that reads "Cindy Dietz".

Cindy Dietz
Legal Administrative Supervisor

Enclosures

1
2
3 PROSECUTION SERVICE AGREEMENT
4

5 THIS AGREEMENT, made and entered into this _____ day of _____,
6 20__ by and between the County of Chelan, a legal subdivision of the State of
7 Washington, hereinafter referred to as the "County" and the City of Cashmere, a
8 municipal corporation of the State of Washington, hereinafter referred to as the "City".
9

10 WITNESSETH:

11 WHEREAS, the City is desirous of contracting with the County for the
12 performance of the hereinafter described prosecution services for cases arising within
13 its boundaries by the County of Chelan through the Prosecuting Attorney thereof, and,
14

15 WHEREAS, the County of Chelan through the Prosecuting Attorney is agreeable
16 to rendering such services on terms and conditions hereinafter set forth, and,

17 WHEREAS, such contracts are authorized and provided for by the provisions of
18 Chapter 39.34 RCW;

19 NOW, THEREFORE, it is agreed as follows:

20 1. The County agrees, by and through its Prosecuting Attorney, to provide
21 prosecution services for misdemeanor and gross misdemeanor cases filed in District
22 Court and arising within the corporate limits of the City.
23

24 Such services shall encompass the duties and functions of the type coming
25 within the jurisdiction of and customarily rendered by the Prosecuting Attorney of the
26 County under the laws of the State of Washington.
27
28

1 2. The rendition of such services, the standards of performance, the discipline
2 of attorneys and other matters incident to the performance of such services and the
3 control of personnel so employed shall remain in the county Prosecuting Attorney.

4 3. The County shall furnish and supply all necessary personnel, supervision,
5 equipment, supplies and support staff necessary to maintain the level of service to be
6 rendered hereunder, and shall pay all salaries and employee benefits and other costs in
7 connection therewith.

8 4. The fee for prosecution services is to be computed at the rate of \$210.00
9 per case based upon the total cases handled by the Prosecuting Attorney's Office for
10 the City for the last four months of the preceding year and the first eight months of the
11 current year.

12 5. For 2013 prosecution services the City shall pay to the County \$11,760.00
13 (56 total cases at \$210.00 per case) for said prosecution services to be paid in quarterly
14 installments of \$2,940.00; each installment payable in advance on or before the
15 fifteenth day of each quarter. Said payment shall be credited in full as revenue to the
16 Prosecuting Attorney's Office in the Chelan County budget.

17 6. For purposes of computing case statistics, a case shall be attributed to the
18 City based upon the arresting officer's coding of the citation indicating an offense
19 occurred with the corporate limits of the City.

20 7. Upon the City's failure to make payment within 30 days, Chelan County
21 shall be entitled to include interest at 12% per annum on the unpaid balance.
22

1 8. All persons employed in the performance of such services and functions
2 pursuant to this Agreement for said City shall be County employees and no City
3 employee, as such, shall be taken over by the said County.

4 9. The City shall not be liable for compensation or indemnity to any County
5 employee for injury or sickness arising out of his employment, or by reasons of the
6 performance of any of the services provided for herein. The County indemnifies the
7 City against any loss or expense by reason of injury or sickness compensation or
8 indemnity arising out of employment of any County personnel serving the City
9 hereunder.
10

11 10. Unless sooner terminated as provided for herein, this Agreement shall take
12 effect on the 1st day of January, 2013 and shall terminate on the 31st day of
13 December, 2013.

14 11. Either party may renew this Agreement upon the same terms and
15 conditions for another year upon giving notice in writing of its intention to renew on or
16 before September first of each year, except the consideration under this Agreement
17 shall be negotiable, the renewal shall be effective unless the other party notifies the first
18 party in writing on or before September fifteenth of its refusal to renew.
19

20 IN WITNESS WHEREOF, the City of Cashmere by Resolution duly appointed by
21 its Council, caused this Agreement to be signed by its Mayor and attested by its Clerk,
22 and the County of Chelan by Resolution of its Board of County Commissioners has
23 caused these present to be subscribed by said Board of County Commissioners and
24 the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all
25 on the day and year first above written.
26
27
28

CITY OF CASHMERE

By: _____
Mayor

ATTEST: _____
Clerk

BOARD OF CHELAN COUNTY COMMISSIONERS

Ron Walter, Chairman

Keith W. Goehner, Commissioner

Doug England, Commissioner

ATTEST: Carlye Dunning

Clerk of the Board

APPROVED:

Douglas J. Shae
Chelan County Prosecuting Attorney

CONTRACT FOR SERVICES

THIS AGREEMENT, made and entered effective January 1, 2013 between the CITY OF CASHMERE, a municipal corporation, organized under the laws of the State of Washington, hereinafter called the "CITY" and the Wenatchee Valley Animal Control, LLC, a non-profit corporation existing under the laws of the State of Washington, hereinafter called "WVAC" agreed as follows:

1. The term of this agreement shall be Three (3) years, from the 1st day of January, 2013 until the 31st day of December, 2015 or until terminated as provided herein.

2. WVAC, in consideration of the City's financial support which shall be delineated hereinafter, agrees to provide the following:

(a) To furnish and maintain the present animal shelter existing at 1474 S. Wenatchee Ave., Wenatchee, and all necessary equipment for handling stray animals, impounded animals, and animals received by WVAC from citizens of the City of Cashmere. These facilities shall include all kennels and facilities for the humane disposal of sick and injured animals.

(b) To keep the WVAC shelter open for the purpose of receiving animals and allow animals to be redeemed by citizens for a minimum of four hours each day, to be hours which are convenient to the citizens of the City of Cashmere, except Wednesdays and legal holidays, and four additional days for training and meetings for shelter staff.

(c) To maintain twenty-four (24) hour phone services for the purpose of receiving complaints from the citizens of the City, and to answer and respond to complaints during the hours of 8:00 a.m. to 5:00 p.m., Monday through Sunday, answering all inquiries from said citizens of the City.

(d) To enforce all state laws pertaining to animals and all city ordinances pertaining to the control and licensing of animals, the disposal of animals, and any and all other regulations relative to animals within the City of Cashmere. In addition to maintaining the phone service, a person shall be on call to respond to emergency situations and to respond to complaints within the limitations of WVAC personnel in order to provide the service as specified herein.

(e) To employ a person or persons who shall enforce the laws and regulations as specified in subparagraph (d) by investigating complaints, impounding animals, securing evidence of violations of city ordinances or state laws, and furnishing reports of said violations to the appropriate city officials and also appearing in court in the case of prosecution of any of these violations. The person or persons so employed to perform its obligations under this agreement shall be employees of WVAC and not employees of the City.

(f) License Issuance. The WVAC shall issue dog licenses as required by the ordinances of the City, shall collect and retain the required fees, and shall maintain the appropriate records. Animals sold by the WVAC to private individuals residing in the City shall not be released to their new owners until a valid City license is obtained. The WVAC is responsible for administration of the licensing program, including payment for all labor and materials required.

(g) To maintain complete records of fees collected, animals received, animals disposed of, complaints received and investigations conducted and shall make such records available for the City's inspection at all reasonable times at the place of business of WVAC.

(h) The City shall defend, indemnify, and hold WVAC harmless for claims, losses, demands and causes of action arising from WVAC's services to the City

pursuant to this agreement in the event any claims, losses, demands, and/or causes of action result from WVAC enforcement of City Animal Control ordinances and are based upon said animal control ordinances being unenforceable as written. WVAC shall defend, indemnify and hold the City harmless for all other claims, losses, demands and causes of action arising from WVAC's services to the city pursuant to this agreement. WVAC shall submit to the City a Certificate of Insurance evidencing commercial General Liability Insurance of one million dollars combined single limits per occurrence, and a copy of the endorsement naming the City as an additional insured. WVAC will also carry one million dollars of automobile liability coverage as well as two million General Aggregate coverage.

(i) To furnish all equipment and supplies used in performing WVAC's obligations arising from this agreement, except equipment and supplies which the City shall furnish from time to time at it's own volition.

(j) To provide public information and information regarding the proper treatment of domestic animals.

3. The City hereby agrees as follows:

(a) To permit WVAC as partial compensation for the services as specified herein, to retain all license fees, impounding, board, and vaccination fees collected by WVAC.

(b) To pay WVAC from the City's funds the amount specified in this agreement.

(c) The City shall cooperate with WVAC to see that each employee of WVAC who is employed to enforce any obligations assumed hereunder shall have the authority to act on behalf of the City to issue citations for violations of animal ordinances.

(d) To consult with WVAC and its employees and to educate WVAC and its employees of the city ordinances.

4. The City shall pay to WVAC the sum of Fourteen thousand three hundred twenty dollars (\$14,320.00), for a period commencing on the first day of January, 2013 and \$14,606.00 for 2014 (2% increase) and \$14,898.00 for 2015 (2% increase). Said payments shall be in twelve equal increments (\$1,193.33 in 2013, \$1,217.16 in 2014 and \$1,241.50 in 2015). Each payment to be made at the end of each calendar month from the date of the commencement of this agreement).

5. Assignment. The Wenatchee Valley Animal Control, LLC is a not for profit subsidiary of the Wenatchee Valley Humane Society.

6. This agreement may be discontinued by either party at any time by directing a written notice to the other at least ninety (90) days in advance of the intended termination date.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and the day and year above written.

Approved by the City Council of the City of Cashmere, Washington, at an open public meeting the _____ day of _____, 2012.

Jeff Gomes, Mayor
City of Cashmere
101 Woodring St.
Cashmere, WA 98815

WENATCHEE VALLEY ANIMAL CONTROL

Executive Director, Dawn Davies
1474 S. Wenatchee Ave
Wenatchee, WA 98801

Dated: _____