

City of Cashmere

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

CITY OF CASHMERE SPECIAL STUDY SESSION MONDAY, JANUARY 28, 2013 6:00 P.M., CITY HALL

AGENDA

BUSINESS ITEM

Options to providing Public Safety

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR AND STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS

Americans with Disabilities Act (ADA) accommodations provided upon request (48-hour notice required)

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



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CASHMERE CITY COUNCIL MEETING MONDAY, JANUARY 28, 2013 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 January 14, 2013 Joint Planning and Council Meeting
- 2. Minutes of January 14, 2013 Regular Council Meeting
- 3. Payroll and Claims Packet Dated December 31, 2012 Year End
- 4. Payroll and Claims Packet Dated January 28, 2013

BUSINESS ITEMS

- 1. Public Hearing on Cashmere's Updated Shoreline Master Program
- 2. Resolution No. 01-2013 declaring council's approval and intention to adopt the amendments to the Shoreline Master Program Dated July 17, 2012
- 3. Wenatchee Watershed Workgroup Interlocal Agreement

PROGRESS REPORTS

ADJOURNMENT

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR AND STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS

Americans with Disabilities Act (ADA) accommodations provided upon request (48-hour notice required)

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MINUTES OF THE CASHMERE CITY COUNCIL SPECIAL MEETING JOINT CITY COUNCIL AND PLANNING COMMISSION MEETING MONDAY, JANUARY 14, 2013 AT CASHMERE CITY HALL

OPENING

Mayor Jeff Gomes opened the special joint City Council and Planning Commission meeting at 6:30 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

Present

Not Present

Mayor:

Jeff Gomes

Council:

Skip Moore Jim Fletcher Donna Wynne Derek Knutsen John Bryant

Planning Commission:

Rick Shorett Ann Chipman Chris Carlson

Dick Ryan

Jim Wonn John Torrence Shawn Fitzpatrick

Staff:

Bob Schmidt, Operations Director Kay Jones, City Clerk-Treasurer

Mark Botello, Planning/Building Director

2012 PLANNING PROGRAM

In 2012 the Planning Commission Chairman was Commissioner Dick Ryan and the Vice-Chairman was Commissioner Jim Wonn.

Planning Director Mark Botello reported on the Planning Commission's work schedule for 2012 which included the following:

- Schmitten Zoning Map & Comprehensive Plan map amendments
- Blue Star Growers UGA amendment (4288 Old Monitor Road)
- Chipman UGA amendment (6226 Pioneer Ave)
- Shoreline Master Program (SMP) hearings and workshops

2013 PLANNING PROGRAM

For 2013 the Planning Commission Chairman is Commissioner John Torrence and the Vice-Chairman is Commissioner Rick Shorett.

Planning Director Mark Botello discussed the following work schedule for the Planning Commission for 2013.

Joint Council/Planning Minutes January 14, 2013 Page 2

- Review and update annexation code language
 - > Chipman Annexation (5739 Sunset Highway property)
- Urban Growth Area expansions-Complete the additional work required by State Department of Commerce (Land capacity analysis)
 - > Chipman UGA amendment (6226 Pioneer Ave)
 - ➤ Blue Star Growers UGA amendment (4288 Old Monitor Road)
- Zoning Map and Comprehensive Plan Land Use map amendments
 - Rodney Haverfield 135 Chapel Street (Single-Family to Warehouse/ Industrial)
- Review and update Title-17 Zoning code amendments
 - > Setbacks from utility and road easements
 - Review district use chart
 - > Research into establishing an Administrative Use Permit (AUP) for certain uses

ADJOURNMENT

Mayor Gomes adjourned the meeting at 6:55 pm.

	Jeff Gomes, Mayor	
Attest:		
Kay Jones, Clerk-Treasurer	-	

MINUTES OF THE CASHMERE CITY COUNCIL MEETING MONDAY, JANUARY 14, 2013 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

Present

Not Present

Mayor:

Jeff Gomes

Council:

Skip Moore Jim Fletcher Donna Wynne Derek Knutsen John Bryant

Staff:

Bob Schmidt, Director

Kay Jones, Clerk-Treasurer

Mark Botello, Director of Planning/Building

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Mayor Gomes announced that he has scheduled a special study session on January 28, 2013 at 6:00 p.m. to discuss Public Safety.

Clerk-Treasurer Kay Jones announced that the State Auditor has offered the City of Cashmere a three-year audit cycle instead of a two-year. The City of Cashmere is being offered the three year cycle because we have clean audits and have not received a finding, so we are categorized as low risk. The City has a good working relationship with the State Auditors. The auditor's office estimates a 5 to 10 percent savings for the city. Jones stated that she accepted the offer since she didn't really see a down side. The city's next financial and accountability audit will be in 2014.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of December 10, 2012 Regular Council Meeting

Minutes of December 18, 2012 Special Council Meeting

Payroll and Claims Packet Dated December 24, 2012

Claim Check Nos. EFT 1/2012 and 32842 through 32872 totaling \$444,914.02

Claim Check Nos. 32917 through 32958 totaling \$438,495.24

Payroll Check Nos. 32873 through 32916 totaling \$122,827.65

Set a Public Hearing on January 28, 2013 at 7:00 p.m. for Cashmere's SMP

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

City Council Minutes January 14, 2013 Page 2

ANOVA WORKS SERVICE AGREEMENT FOR 2013

MOVED by Councilor Fletcher and seconded by Councilor Knutsen to approve the ANOVA Works Service Agreement for 2013. Motion carried.

PROGRESS REPORTS

Director Mark Botello reported that the city is holding a public hearing on January 28, 2013 on the update to Cashmere's Shoreline Master Program (SMP). After the hearing the council will consider a resolution approving the SMP. Following consideration and approval the draft SMP will be forwarded to the Department of Ecology for final review and approval.

Director Botello submitted a written report updating the council on the status of permits, licenses and grant projects. Botello reported that the City did not receive the Riverside Park improvement grant from the Washington Recreation Conservation office. The city's 2013 budget includes phase 1 & 2 improvements of the Park Plan. City staff has advertised for Park Landscape Design Services to complete the final design for the public restrooms, parking lot development and grass/picnic area near the Aplets Way Bridge.

Director Bob Schmidt reported that the first basin wall pour at the new treatment plant was poured the week before Christmas and the second pour is scheduled for this week. Both clarifier bases have been poured and are partially backfilled. The project is moving right along.

Director Schmidt stated that things are moving forward with the coordinated cost reimbursement process. The cost reimbursement process is intended to ultimately result in the issuance of new water right permits within the Wenatchee River Basin. The parties within the Wenatchee River Basin believe the coordinated effort will ultimately secure greater net benefits for each member's constituents. The County has drafted a Wenatchee Watershed Workgroup Interlocal Agreement.

Councilor Bryant reported that he and Mayor Gomes attended a meeting held by the Cashmere Chamber to discuss the possibility of combining Apple Days and Founders Day Festivals. There were about sixty people present. Bryant stated the meeting was conducted well and there was a lot of good dialog. The meeting was to receive public input so no decision was made.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:20 p.m.

	Jeff Gomes, Mayor	
test:		

Staff Summary

Date: January 28, 2013

To: Cashmere City Council

Mayor Gomes

From: Mark Botello

RE: Resolution No. 01-2013

The City Council is being asked to adopt Resolution No. 01-2013 "Notice of Intent to Adopt". This Resolution includes the 2012 Shoreline Master Program and associated appendices for local adoption and forwarding to the Washington State Department of Ecology for final approval. The contents of this Shoreline Master Program are structured as follows:

- Chapter 1 Authority and Purpose
- Chapter 2 Goals and Objectives
- Chapter 3 Shoreline Jurisdiction and Environment Designations
- Chapter 4 General Policies and Regulations
- Chapter 5 Specific Shoreline Policies and Regulations
- Chapter 6 Nonconforming Structures and Uses
- Chapter 7 Shoreline Permits, Procedures and Administration
- Chapter 8 Definitions

The appendices of this Shoreline Master Program are as follows:

- Appendix A: Shoreline Jurisdiction Boundaries and Environment Designation Maps
- Appendix B: Critical Areas Regulations
- Appendix C: Restoration Plan
- Appendix D: Channel Migration Zone Maps
- Appendix E: Public Access Plans
- Appendix F: Cumulative Impacts Analysis

Public Hearings was held on the following dates:

• May 7, 2012: Cashmere Planning Commission

May 14, 2012: Cashmere City Council
 June 11, 2012: Cashmere City Council

July 9, 2012: Cashmere City Council

January 28, 2013: Cashmere City Council

Revisions have been made from the above hearings and incorporated into the materials for the Public Hearing and this Resolution.

RECOMMENDATON

Staff recommends approval of Resolution No. 01-2013

CITY OF CASHMERE RESOLUTION NO. 01-2013

A RESOLUTION OF THE COUNCIL OF CITY OF CASHMERE DECLARING THE COUNCIL'S APPROVAL AND INTENTION TO ADOPT THE AMENDMENTS TO THE SHORELINE MASTER PROGRAM DATED JULY 17, 2012

WHEREAS, the State of Washington Shoreline Management Act of 1971 (Chapter 90.58 RCW) requires that Counties and Cities incur certain duties, obligations and responsibilities with regard to implementation of said Act; and,

WHEREAS, the City of Cashmere Council finds that certain revisions to the existing City Shoreline Master Program are necessary in furtherance of the provisions of Chapter 90.58 RCW, and that such revisions are in the best interest of the citizens of Cashmere; and,

WHEREAS, the Planning Commission held a public meeting soliciting comment on the proposed shoreline master program amendments on May 7, 2012; and,

WHEREAS, comments were solicited from federal, state, local, regional and tribal interests in accordance with Chapter 90.58.130 RCW; and

WHEREAS, the DRAFT amendments to the City's Shoreline Master Program were sent to the Department of Ecology for comment in accordance with WAC 173-26-100(5) on September 10, 2012; and,

WHEREAS, the City of Cashmere Council held public hearings on the following dates, <u>May 14, 2012</u> and <u>June 11, 2012</u> and <u>July 9, 2012</u> and <u>Junuary 28, 2013</u> to review the proposed shoreline master program amendments and Ecology's comments; and,

WHEREAS, as a result of these meetings, revisions recommended by the Public, Cashmere Planning Commissioners, Cashmere City Council, commenting agencies and the Department of Ecology were incorporated into the proposed shoreline master program amendments; and,

WHEREAS, Pursuant to WAC 197-11-960, the City of Cashmere Planning Department prepared and submitted an SEPA Environmental Checklist dated <u>July 23, 2012</u> and the City of Cashmere has determined that the proposed shoreline master program amendments will not have a probable significant adverse impact on the environment and issued a Determination of Nonsignificance on <u>August 1, 2012</u>, and,

WHEREAS, the revised shoreline master program was formally considered by the City of Cashmere Council during a public hearing held on <u>January 28, 2013</u>, as advertised in accordance with WAC 173-26-100 and,

WHEREAS, the City of Cashmere Council directed the Planning Director to send the proposed shoreline master program amendments and supporting materials, consistent with WAC 173-26-110 submittal requirements, to Ecology for its review and adoption;

NOW THEREFORE, BE IT RESOLVED by the City Council of Cashmere as follows:

<u>Section 1.</u> The City of Cashmere Council approves the shoreline master program amendments, dated July 17, 2012 that are attached to this resolution and incorporated herein by reference, with the understanding that in accordance with RCW 90.58.190(3), the proposed shoreline master program

amendments will become effective locally immediately upon formal State Department of Ecology adoption; and,

<u>Section 2.</u> Following Ecology adoption of the amendments, the City of Cashmere Council intends to adopt (and codify), by ordinance, the subject shoreline master program amendments.

Passed by the City Council of the City of Cashmere this 28th day of January, 2013.

	CITY OF CASHMERE	
	By:	
	Jeff Gomes, Mayor	
Attest:		
Kay Jones, City Clerk-Treasurer	<u> </u>	

Wark Botello	
From: Sent: To: Cc: Subject: Attachments:	Mike Kaputa [Mike.Kaputa@CO.CHELAN.WA.US] Wednesday, January 16, 2013 8:46 PM Mark Botello; Joel Walinski Bob Schmidt; Mary Jo Sanborn; dhaller@aspectconsulting.com RE: Water Work Group Interlocal Agreement Wenatchee Watershed Workgroup Interlocal Agreement FINAL.doc
Follow Up Flag: Flag Status:	Follow up Flagged
Mark and Joel:	
between Cashmere, Leave incorporates all of your sta	getting this to you, but please find attached the final water work group interlocal agreement nworth, Alpine Water District, Peshastin Water District and Chelan County. This version aff and attorney reviews and has been signed by Peshastin and Alpine. Let me know when you get your city to sign it and I will get the signature page to you accordingly.
Some points to remember	about the agreement and effort generally:
 We (the work ground reimbursement efforts) (b) initiate water s The grant assumed manage the efforts 	pports working together to access water in the instream flow reserve. In via the County) have received significant grant funding (\$150,000) to (a) initiate the cost fort to process water rights in the Wenatchee basin ahead of the reserve amount of 4 cfs and upply development in Icicle Creek and the Wenatchee basin d a \$10,000 contribution in early 2013 from each of the five signatories to Chelan County to son behalf of the work group inch entity would include an additional \$5-\$15,000 from each entity to process your actual action
I'll send by separate email	a meeting request to the group to get together in early February for a fuller update.
Let me know if you have a	ny questions in the interim.
Thanks.	
Mike	
Mike Kaputa Director, Chelan County Na 316 Washington Street, Su Wenatchee, WA 98801 Cell: (509) 670-6935 Fax: (509) 667-6527 http://www.co.chelan.wa.	
Information	from ESET NOD32 Antivirus, version of virus signature database 7903 (20130117)

The message was checked by ESET NOD32 Antivirus.

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, City of Leavenworth, Alpine Water District,

Peshastin Water District and Chelan County

Grantee(s): City of Cashmere, City of Leavenworth, Alpine Water District,

Peshastin Water District and Chelan County

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

Abbreviated Legal Description: N/A

Legal Description: N/A

Assessor's Parcel Number(s): N/A

WENATCHEE WATERSHED WORKGROUP INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this date between the City of Cashmere, the City of Leavenworth, the Alpine Water District, the Peshastin Water District and Chelan County (sometimes individually referred to herein as a "Party" or collectively as "Parties") pursuant to RCW 39.34.030.

Recitals

- A. Each of the Parties purveys water within the Wenatchee River Basin and has an interest in ensuring adequate water resource authority for public and private water systems within said Basin.
- B. Chelan County has adopted a watershed plan for the Wenatchee River that provides for additional water to be permitted within the watershed and identifies improvements to habitat, water use efficiency and other goals to be achieved.
- C. The permitting process will benefit from collaboration among permit applicants by becoming more efficient and more likely to yield a timely and equitable distribution of water resource authority.

- D. The Parties have an ongoing duty to serve water and seek to ensure that each is able to meet that duty by cooperating with each other on water resource authority allocation.
- E. The Parties recognize that the primary purpose of this Agreement is to cooperate to ensure that the water resource needs of their combined constituents be met as efficiently as possible. To this end, they shall cooperate to determine where the resource needs are greatest and where future resource authority may be best allocated so as to retain the maximum administrative flexibility in meeting needs as they manifest and change over time for their combined constituents.
- F. This Agreement is expected to coordinate the water resource authority fates of the Parties because the Parties believe that a united effort as contemplated by this Agreement will ultimately secure greater net benefits for each member's constituents.
- G. The Parties have supported a grant request to the Office of Columbia River, Department of Ecology (OCR). Said request outlines tasks to achieve the first phase of a cost reimbursement process that is intended to ultimately result in the issuance of new water right permits within the Wenatchee River Basin in a second phase. The request also outlines tasks to be pursued concurrently to result in a final project list intended to achieve other goals identified in the watershed plan.
- H. This Agreement is intended to address the financial, procedural and water resource commitments that are likely to be necessary to secure and administrate water resource authority for the Parties' constituents within the Wenatchee River Basin.

NOW, THEREFORE, in light of the foregoing Recitals, which are incorporated herein as part of the agreement of the Parties, and the mutual terms, conditions, and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. <u>Financial Obligations</u>.

- A. The Parties desire to pursue the cost reimbursement process with OCR to obtain new water right permits. Each Party that desires a new water right shall contribute equally to the costs of this process, but said costs shall ultimately be apportioned among the Parties based on the relative amount of water in acre feet that each receives from the process. To the extent that one Party has contributed a larger proportion of the costs than the proportion of water that it receives, it shall be reimbursed by the other Parties in proportion to the amounts of water that the others have received. Water retained for exempt well purposes by Chelan County shall be counted as water permitted for that purpose.
- B. All other expenses shall be allocated first in a budgeting procedure and then re-allocated among the Parties based upon the cost sharing formula described in 1. A.

2. Procedure and Obligations.

- A. The Parties shall meet at agreed times and places to conduct business pursuant to this Agreement. Each Party shall designate a person to represent its interest and participate in said meetings.
- B. The Parties shall at least annually adopt a budget for costs to be borne by the Parties pursuant to this Agreement. Each expense included into the budget shall be initially funded equally by the Parties.
- C. Chelan County shall administrate the budget. Chelan County shall prepare a draft budget and cost allocation consistent with this Agreement which shall be reviewed and preliminarily approved by the 2.A designated representatives of the Parties. The 2.A designated representatives of the Parties shall then take this preliminary budget to their respective legislative boards for review and authorization to approve. The 2.A designated representatives of the Parties shall then reconvene and a final budget shall be adopted. This same process shall be used to modify or amend a budget.
- D. If and when such costs produce additional water resource authority for one or more Parties all costs incurred prior to that time shall be

reapportioned to reflect the proportion of water resource authority procured. All expenses reasonably related to said acquisition, including the pre-approved general costs incurred by the Parties relating to organizing and administrating this Agreement shall be reapportioned in this manner upon acquisition of additional water resource authority.

E. Each Party shall have one vote. The vote of each Party shall be made by the individual or his/her alternate as identified in a written Resolution of the legislative body of the Party which may be amended by a Party at any time.

3. Water Resource Commitments.

The Parties recognize that the primary purpose of this Agreement is to cooperate to ensure that the water resource needs of the Parties may be met as efficiently as possible. To this end, the Parties shall cooperate to determine where the resource needs are greatest and where future resource authority may be best allocated so as to retain the maximum administrative flexibility in meeting needs as they manifest and change over time for the Parties.

To the extent that any Party contributes its existing water resource authority to another Party, the receiving Party shall contribute annual payments to the contributing Party in amounts calculated to amortize the acquisition of additional water resource authority in like amounts in time to avoid any deficit of water use authority on the part of the contributing Party. Said calculation shall take into account inflation and/or deflation as demonstrated by a commonly used consumer price index. At the time of acquisition of replacement water resource authority this calculation shall be re-evaluated and the Parties shall exchange funds as may be necessary to make up for any shortfall or overage in the previous calculation once the actual costs of replacing the water resource authority are known.

The Parties are expected to retain ownership interest of all property subject to this Agreement such that entering into this Agreement will not result in a new entity that owns or administrates property.

4. Organization/Administration.

The Chelan County Natural Resource Department Director shall be the Administrator of this Agreement and shall be responsible for coordinating meetings with the Parties as is necessary to facilitate the objectives of the Parties as set forth in this Agreement.

5. Term, Effective Date, and Termination.

The Effective Date of this Agreement shall be October 1, 2012. Any Party may terminate participation in this Agreement upon sixty (60) days written notice by that Party to the other Parties. Any terminating Party shall remain obligated to pay any expense incurred prior to its notice of termination pursuant to the terms of this Agreement until paid or otherwise reallocated to another Party. In addition, any terminating Party which prior to the effective date of the notice of termination receives a beneficial interest as a result of this Agreement which the terminating Party has not paid for, shall release and return such beneficial interest to the remaining Parties to this Agreement, or shall compensate the remaining Parties for the fair market value of the beneficial interest retained by the terminating Party. This Agreement shall continue to be binding on all other Parties to this Agreement following termination of participation in this Agreement by any Party.

If said beneficial interest retained by a terminating Party consists of inchoate water rights that exceed that Party's three year growth projection as anticipated by its approved water system plan then the terminating Party must pay in equal amounts the replacement cost of this quantity of water to the remaining Parties in the amount and manner set forth in Section 3, above.

6. Attorneys' Fees and Costs.

Each Party to any enforcement or other action based upon this Agreement shall be responsible for its own attorneys' fees and costs regardless of the outcome of the litigation.

7. Remedies.

In the event of default of any provision of this Agreement, any non-defaulting Party shall have all rights and remedies existing at law including the right to recover monies paid and wrongfully expended, and to seek other damages allowed by law.

8. Entire Agreement and Amendments.

This Agreement contains the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings between the Parties with respect thereto. This Agreement may only be amended by a written document approved and signed by each Party.

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9.	Rece	ording.
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Pursuant to RCW 39.34.040, this Agreement shall be filed with the Chelan County Auditor.

APPROVED BY the Board of Commissioners of the Alpine Water District at an Open Public Meeting the day of, 2012.	APPROVED BY the Board of Commissioners of the Peshastin Water District at an Open Public Meeting the day of, 2012.
By:	Ву:
APPROVED BY the City Council of the City of Leavenworth, Washington at an Open Public Meeting the day of, 2012.	APPROVED BY the City Council of the City of Cashmere, Washington at an Open Public Meeting the, 2012.
Ву:	Ву:
Dated at Wenatchee, Washington, this da	ay of , 2012,
Board of Chelan County Commissioners:	
Ron Walter, Chair	
Doug England, Commissioner	
Keith W. Goehner, Commissioner	
Attest:	
Carlye Dunning, Clerk of the Board	