



## City of Cashmere

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Website [www.cityofcashmere.org](http://www.cityofcashmere.org)

CASHMERE CITY COUNCIL MEETING  
MONDAY, APRIL 27, 2015 6:00 P.M., CITY HALL

### **AGENDA**

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of April 13, 2015 Regular Council Meeting
2. Payroll and Claims Packet Dated April 27, 2015

BUSINESS ITEMS

1. Public Hearing on amendments to Title 17 Zoning Code
2. Public discussion on the proposed roundabout for Aplets Way
3. Pool Specialist Employment Agreement with Rick Newton
4. Resolution No. 03-2015 Amending Park and Cemetery rates

PROGRESS REPORTS

ADJOURNMENT

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR AND STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS  
**Americans with Disabilities Act (ADA) accommodations provided upon request (48-hour notice required)**

**MINUTES OF THE CASHMERE CITY COUNCIL MEETING  
MONDAY, APRIL 13, 2015 AT CASHMERE CITY HALL**

OPENING

Mayor Jeff Gomes opened the regular city council meeting at 6:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jeff Gomes	
Council:	Skip Moore Jim Fletcher Dave Erickson Bob Abramowski David Sherman	
Staff:	Kay Jones, Clerk-Treasurer Mark Botello, Planning/Building Chuck Zimmerman, City Attorney	

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Mayor Gomes reported that Chelan County PUD is upgrading the electrical line in the alley behind the Fire Station and City Hall.

Director Botello stated that Erik Howe would be at the Monday, April 27<sup>th</sup> council meeting for a workshop on the proposed roundabout on Aplets Way.

Botello reported that there have already been a couple of instances of vandalism at the new restrooms at Riverside Park. The Sheriff's Department has been notified of the problem.

Councilor Erickson reported that the State has eliminated the acquisition grant funds and has designated all the funds for new allocations. If the State budget is approved the City's park project will be fully funded. The city will have an answer on the grant awards by the end of June.

PUBLIC COMMENT

Rachel Madson residing at 420 Cottage Avenue and Michelle Byington residing at 426 Cottage Avenue addressed the council regarding the recently removed playground equipment at the Cottage Avenue Park. They understand that the equipment was removed due to the city's risk management insurance due to safety issues. Rachel and Michelle explained that there are numerous children that live around the park. With the largest piece of playground equipment now gone there will be nothing for all of these kids to play on at the park. They requested that the council authorize the funds to purchase new equipment as soon as possible. A letter from Shelley Ryan-Kelzenberg residing at 422 Cottage Avenue was read in support of replacing the equipment.

The council recommended that staff work with the families and kids from the neighborhood on selecting the playground equipment.

Dawn Collings, Cashmere Chamber Manager was in attendance to introduce herself to the Mayor and City Council.

PROCLAMATION

Mayor Gomes proclaimed April 27, 2015 as Arbor Day. He encouraged citizens to support efforts to protect our trees and woodlands and to support our city's urban forestry program and to plant trees.

APPROVAL OF AGENDA

MOVED by Councilor Fletcher and seconded by Councilor Sherman to approve the agenda as presented. Motion carried.

CONSENT AGENDA

Minutes of March 23, 2015 Regular Council Meeting  
Payroll and Claims Packet Dated April 13, 2015

Claims Check #35508 - #35571 totaling \$265,034.47

Payroll Check #35502 - #35507 totaling \$110,213.88

Check #35501 replaces Voided Check #35488

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

RIVERSIDE PARK DIRT PUMP TRACK DISCUSSION

A group of people approached the city on putting in a pump track at Riverside Park where the volleyball court is currently located. The group has spoken with Evergreen Bike Alliance, which is a 501-3C organization. Evergreen has offered to work with the group to raise funds and to build the pump track.

The pump track can be built in the 40' x 80' footprint and will use approximately 150 yards of dirt. Councilor Erickson recommended waiting to hear if the city is awarded the park grant since a pump track is included in the project design. The group wants to build the track this year. Council discussed the group building now and if the city gets the grant the track can be upgraded or maybe even enlarged.

There will have to be an agreement between the City and Evergreen Bike Alliance.

MOVED by Councilor Fletcher and seconded by Councilor Moore to authorize staff to move forward on the pump track.

GENERAL ENGINEERING SERVICES 2011 AMENDMENT NO. 4 FOR RANK ROAD IMPROVEMENTS

The scope of work and fee is for engineering, design and surveying in the amount of \$19,951.

MOVED by Councilor Fletcher and seconded by Councilor Abramoski to approve General Engineering Services 2011 Amendment No. 4 for the Rank Road Improvements and authorize the Mayor to sign the agreement. Motion carried.

GENERAL ENGINEERING SERVICES 2011 AMENDMENT NO. 5 FOR ANGIER BRIDGE OPTIONS

The scope and fee is for preliminary design, plans and specifications for the City's preferred bridge option for Angier Bridge in the amount of \$18,374. This includes looking at three options; #1-new pedestrian only facility, #2-remove bridge entirely, #3-retrofit existing bridge to accommodate pedestrians only. Council asked for option #4-vehicle use bridge (not a bridge design).

MOVED by Councilor Fletcher and seconded by Councilor Moore to approve General Engineering Services 2011 Amendment No. 5 for Angier Bridge Options as amended and authorize the Mayor to sign the agreement. Motion carried.

ORDINANCE NO. 1243 ADOPTING DEVELOPMENT STANDARDS

MOVED by Councilor Erickson and seconded by Councilor Sherman to approve Ordinance No. 1243 adopting development standards pertaining to streets, water, sanitary sewer and storm drainage. Motion carried.

TRANSFER OF CITY PROPERTY TO PUBLIC ROAD USE

As part of the Aplets Way improvement project the City is required to make ADA sidewalk ramp improvements on the corner of Ardetta Park. The sidewalk will be updated to ADA requirements. The park area will not change.

MOVED by Councilor Moore and seconded by Councilor Fletcher to approve transfer of city property to public road use and authorize the Mayor to sign the deed. Motion carried.

WSDOT STREET STRIPING AGREEMENT

MOVED by Councilor Moore and seconded by Councilor Fletcher to approve the WSDOT Street Striping Agreement in the amount of \$4,100. Motion carried.

AWARD CEMETERY ROAD PROJECT TO GRANITE CONSTRUCTION  
AWARD SIMPSON PARK PARKING LOT PROJECT TO MITCHELL PAVING  
AWARD PUBLIC WORKS PARKING LOT PROJECT TO MITCHELL PAVING

Director Botello explained that the City utilized the small works roster for quotes for the three pavement projects listed above.

The apparent low bidder for the projects were Granite Paving at \$37,300 for the Cemetery Road project, Mitchell Paving for both the Simpson Park parking lot project at \$22,722 and the Public Works parking lot at \$57,300.

MOVED by Councilor Fletcher and seconded by Councilor Erickson to award the Cemetery Road project to Granite Paving, the Simpson Park Parking Lot project to Mitchell Paving and the Public Works Parking Lot project to Mitchell Paving, and authorize the Mayor to sign all documents. Motion carried.

AUTHORIZE THE MAYOR TO SIGN CONTRACT FOR SIMPSON PARK & PUBLIC WORKS PARKING LOT PROJECTS

MOVED by Councilor Erickson and seconded by Councilor Sherman to approve the Contract with Mitchell Paving for the Simpson Park & Public Works parking lot projects. Motion carried.

CHANGE ORDER NO 1 TO MITCHELL TRUCKING & PAVING CONTRACT

Director Botello explained that the City's risk management insurance Washington Cities Insurance Authority (WCIA) came out and did a safety inspection on all of the city playgrounds. One of the

concerns was there was no ADA accessibility to the playground structures or other park amenities. Staff is proposing a Change Order to the Simpson Park parking lot contract to install a 7 foot wide path to the playground equipment for an additional \$2,760 while the paving equipment is at the park. The minimum width the paving machine can do is 7 feet.

MOVED by Councilor Moore and seconded by Councilor Fletcher to approve the change Order to the agreement to comply with the public safety access issue identified by the risk assessment recently preformed by the City's insurance. Motion carried.

AWARD WWTF DRYING BED TO CENTRAL WASHINGTON ASPHALT

The small works roster was used for quotes for a 150 x 120 foot wastewater treatment facility drying bed. The drying bed is to be used as a combination of storage and drying sludge that is produced through the new wastewater plant. The cost for hauling the sludge will be greatly reduced since the cost is by the ton. The apparent low bidder was Central Washington Asphalt in the amount of \$47,185.

MOVED by Councilor Fletcher and seconded by Councilor Erickson to award the WWTF drying bed paving project to Central Washington Asphalt and authorize the Mayor to sign all documents. Motion carried.

PROGRESS REPORTS

Written progress report was in the council packets.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:29 p.m.

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Jeff Gomes, Mayor

Attest:

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Kay Jones, Clerk-Treasurer

# Staff Summary

**Date:** April 27, 2015

**To:** Cashmere City Council  
Mayor Gomes

**From:** Mark Botello

**RE:** Public Hearing on Amendments to Title 17 Zoning Code

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Please see proposed amendments to Title-17 Zoning Code.

Public/Semipublic Uses	SF	SR	AR	MF	P	DB	C/LI	WI
Churches (Parsonages)	CUP	<del>CUP</del> PRM	CUP	<del>CUP</del> PRM		PRM	PRM	<del>PRM</del>

Staff will go over this at the Monday Council Meeting

# Staff Summary

**Date:** April 27, 2015

**To:** Cashmere City Council  
Mayor Gomes

**From:** Mark Botello

**RE:** Pool Specialist Employment Agreement with Rick Newton

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Please see employment agreement between the City of Cashmere and Rick Newton related to the City Pool and facilities repair, redesign, or other issues required, ordered or authorized by the City. The City budgeted \$50,000 for pool resurfacing and misc other work associated with the Pool. Staff requests the services of a Pool Specialist to assist staff in the specifications and to prepare and review necessary pool improvements, documents, timelines and schedules and to review selected contractors. He will also look at pool drains, tile replacement and other mechanical work, which needs visited and at the same time and also to make sure we are in compliance with Department of Health permit requirements. The pool resurfacing project is beyond staff level of expertise. Staff will utilize a portion of the \$50,000 to pay Mr. Newton.

Mr. Newton comes highly recommend by the Building North Central Washington. He has over 30-years of high-end pool designs and construction experience. Mr. Newton will not bid on the construction portion of the pool project therefore creating no conflict of interest. His web site is <http://www.newtonvd.com/>

**Recommendation:**

Move to approve Pool Specialist Employment Agreement between the City of Cashmere and Rick Newton and authorize Mayor Gomes to sign the Agreement.

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## POOL SPECIALIST EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into this date between the CITY OF CASHMERE, WASHINGTON ("CITY"), a Washington municipal corporation, and RICK NEWTON, an individual, ("POOL SPECIALIST"), located in Cashmere, Washington.

In consideration of the mutual covenants and agreements contained herein, the parties mutually agree to the following terms and conditions:

1. RETENTION OF POOL SPECIALIST. The CITY retains the POOL SPECIALIST to perform, from time to time, such professional pool specialist services, primarily related to the City Pool and facilities repair, redesign, or other issues required, ordered or authorized by the CITY. The POOL SPECIALIST agrees to perform, according to the best of his professional ability and skill, the requested pool specialist services authorized by the CITY. All work shall be done under the direction of the CITY'S Director of Planning/Building or his or her designee.

2. TERM OF AGREEMENT. The term of this Agreement shall be from the \_\_\_\_\_ day of \_\_\_\_\_, 2015, until terminated by either party.

3. EMPLOYEE. The POOL SPECIALIST shall be an employee of the CITY, but shall work on a part-time basis and not be entitled to any benefits afforded to other employees of the CITY. The POOL SPECIALIST shall not be entitled to vacation pay, sick leave, retirement benefits, medical insurance, dental insurance, or any other similar employee benefits afforded to regular full-time employees of the CITY.

4. NOT ASSIGNABLE. The POOL SPECIALIST and CITY recognize that the POOL SPECIALIST performs services for others unrelated to the services provided to the CITY. In those situations, the POOL SPECIALIST may employ other individuals to assist the POOL SPECIALIST with providing those services for third parties. With respect to services to be provided by the POOL SPECIALIST to the CITY, the performance of those services is not assignable and POOL SPECIALIST agrees to perform all of the services requested by the CITY and not to assign the performance of any of those services to any other person.

5. POOL SPECIALIST WAGE. The POOL SPECIALIST shall be paid \$50.00 per hour for performing services pursuant to the terms of this Agreement as requested by the CITY.

6. TIME RECORDS. The time records for the POOL SPECIALIST'S services shall identify at a minimum the following:

- 6.1. The date on which the services are provided;
- 6.2. The time expended to perform the services; and



6.3. A brief description of the services provided.

The POOL SPECIALIST shall turn in his written time records to the CITY by the 5th of the month following the month in which the services were performed. The CITY shall pay the POOL SPECIALIST for the services performed by the 15th of the month following the month when the time records were received from the POOL SPECIALIST.

7. REPORT OWNERSHIP. All original reports, drawings, and other documents prepared by the POOL SPECIALIST, as provided under this Agreement, shall become the sole property of the CITY upon completion of the same.

8. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in the Chelan County Superior Court.

9. COPYRIGHT. No reports, drawings or other documents or things produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the POOL SPECIALIST.

10. AGREEMENT TERMINATION. The CITY or POOL SPECIALIST may terminate this Agreement by giving thirty (30) days' written notice to the other party for any reason with or without cause. POOL SPECIALIST is an "at will" employee of the CITY. If no notice of termination is given, relationships and obligations created by this Agreement, unless otherwise expressly provided, shall be terminated upon completion of all applicable requirements of the Agreement.

11. COMPLIANCE WITH LAWS. The POOL SPECIALIST shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

*[Remainder of this page intentionally left blank]*

12. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the CITY and the POOL SPECIALIST and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CITY and the POOL SPECIALIST. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CITY and POOL SPECIALIST and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CITY and POOL SPECIALIST and not for the benefit of any other party.

APPROVED:

CITY OF CASHMERE

By: \_\_\_\_\_  
Jeff Gomes, Mayor

DATED: \_\_\_\_\_  
Address for Giving Notices:

CITY OF CASHMERE

City of Cashmere  
101 Woodring Street  
Cashmere, WA 98815

APPROVED:

RICK NEWTON

By:   
Rick Newton

DATED: 4-23-2015  
Address for Giving Notices:

RICK NEWTON

Rich Newton  
P. O. Box 536  
Cashmere, WA 98815

# Staff Summary

**Date:** April 15, 2015  
**To:** Mayor Gomes and City Council  
**From:** Bonnie Sollinger, Cemetery Clerk  
**RE:** Cemetery Rates

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With the upcoming installation of the Niche Wall in the Cemetery we decided it might be a good time to not only come up with rates for niches, but also to look at the other cemetery rates.

I have attached a resolution with rates for our cemetery that I believe to be fair and competitive, also keeping in mind that the cemetery isn't historically able to support itself.

I also included a "clean" version of the rate exhibit and a red line version, since it is easier to read the clean version.

Although some cemeteries charge a higher rate for upper level niches than those on the bottom rows (top level, highest rate; level 2 a little lower; level 3 lower still, etc.) we felt each niche had the same value and priced all levels the same.

We also changed the rate structure for cemetery plots to include endowment care, since a plot cannot be purchased without paying endowment care. We raised the Saturday charges since we have to pay overtime for our employees to work Saturday. The Saturday "after 11:00" charge is meant to be a deterrent from staying after 11:00 a.m. So we made that one really high, but still in keeping with what other cemeteries are doing.

**CITY OF CASHMERE, WASHINGTON**

**RESOLUTION NO. 03-2015**

**A RESOLUTION AMENDING RATES AND CHARGES FOR THE CASHMERE PARKS AND CEMETERY IN THE CITY OF CASHMERE, WASHINGTON AND REPEALING CITY RESOLUTION 03-2010.**

WHEREAS, at the regular meeting of April 27, 2015, the City Council determined it is in the best interest of the City to provide a Cemetery Niche Wall, and

WHEREAS, the cemetery niche wall is a new improvement to the cemetery, and

WHEREAS, no rates are in place for niches in the new wall,

NOW THEREFORE, The City Council of the City of Cashmere, Washington hereby resolves as follows:

Section 1. The rates and charges established for the Cashmere Parks and Cemetery are as set forth on Exhibit "A" attached hereto and incorporated herein.

Section 2. City Resolution No. 08-2013 is hereby repealed.

Section 3. This Resolution shall be effective immediately upon passage by the City Council.

Passed by the City Council of the City of Cashmere, Washington, and approved by the Mayor at an open public meeting on this 27<sup>th</sup> day of April, 2015.

CITY OF CASHMERE

By: \_\_\_\_\_  
Jeff Gomes, Mayor

Attest:

\_\_\_\_\_  
Kay Jones, City Clerk/Treasurer

## PARKS AND CEMETERY RATES AND CHARGES

### Riverside Park Reservations

Riverside Park Picnic Area Reservation	20.00
Deposit	50.00

### Water Park Fees

	<b>Resident</b>	<b>Non-resident</b>
General Admission (Children under 1 yr. old free)	4.00	4.00
Swimnastics	4.00-free w/pass	4.00-free w/pass
Individual Season Pass	75.00	100.00
Family Season Pass	150.00	175.00
20 Punch Pass	59.00	59.00
Swimming Lessons	27.00	32.00
Private Lessons	20.00/hour	25.00/hour
Pool Rental per hour (incl. minimum 2 guards)	75.00	100.00
Each extra guard required (for guard to patron ratio)	15.00	15.00

### Cemetery Lot Purchase (Includes \$200 Endowment Care)

Adult Lot	1100.00
Cremains Lot	700.00
Infant Lot	550.00

### Cemetery Niche Wall

Niche (any level)	1000.00
Open/Close (1 <sup>st</sup> use)	125.00
Open/Close (2 <sup>nd</sup> use) Including \$200 Endowment Care	325.00
Inscription	Cost plus 10%
Vase	65.00 plus tax
Vase Installation	35.00

### Cemetery Sexton Services

Adult Interment	425.00
1 <sup>st</sup> Cremains in empty adult or cremains lot	225.00
2 <sup>nd</sup> /3 <sup>rd</sup> Cremains Interment* (Includes \$200 Endowment Care)	525.00
*When two cremains are inurned at once, Open/Close will be charged at the 2 <sup>nd</sup> use rate.	
Infant Interment	225.00
Scattering Garden Interment	100.00
Saturday Interment Fee (Must conclude by 11:00 a.m.)	450.00*
*In addition to Sexton Services	
Saturday Overtime Charge (Extending after 11:00 a.m.)	500.00/1000.00/1500.00*
*1 <sup>st</sup> hour or part thereof, 2 <sup>nd</sup> hour \$1000.00, 3 <sup>rd</sup> hour \$1500.00	
(Overtime is charged at 1 minute after each hour using cell phone time)	
Weekday overtime charge (after 2:30 p.m.)	325.00
Disinterment – Regular	625.00
Disinterment – Cremains	225.00

**Marker Setting**

Marker Setting (No border pour)	150.00
VA Marker Setting (Including border/base pour)	250.00
Scattering Garden Marker Setting	50.00
Concrete Border or Base	100.00

**Miscellaneous Cemetery Fees**

Flower Vase (Including tax)	20.00 plus tax
Flower Vase Setting Fee	10.00
Concrete Burial Liner (Incl. delivery/tax)	Actual Cost (Including delivery/tax) plus 10%
Concrete Cremains Liner (Including tax)	100.00 plus tax
Ownership Transfer Fee	15.00

## PARKS AND CEMETERY RATES AND CHARGES

### Riverside Park Reservations

Riverside Park Picnic Area Reservation	20.00
Deposit	50.00

### Water Park Fees

	Resident	Non-resident
General Admission (Children under 1 yr. old free)	4.00	4.00
Swimnastics	4.00-free w/pass	4.00-free w/pass
Individual Season Pass	75.00	100.00
Family Season Pass	150.00	175.00
20 Punch Pass	59.00	59.00
Swimming Lessons	27.00	32.00
Private Lessons	20.00/hour	25.00/hour
Pool Rental per hour (incl. minimum 2 guards)	75.00	100.00
Each extra guard required (for guard to patron ratio)	15.00	15.00

### Cemetery Lot Purchase (Includes \$200 Endowment Care)

Adult Lot	<del>700.00</del> 1100.00
Cremains Lot	<del>350.00</del> 700.00
Infant Lot	<del>350.00</del> 550.00
<del>Cemetery Endowment Care (Initial interment)</del>	<del>200.00</del>

### Cemetery Niche Wall

Niche (any level)	1000.00
Open/Close (1 <sup>st</sup> use)	125.00
Open/Close (2 <sup>nd</sup> use) Including \$200 Endowment Care	325.00
Inscription	Cost plus 10%
Vase	65.00 plus tax
Vase Installation	35.00

### Cemetery Sexton Services

Adult Interment	425.00
1 <sup>st</sup> Cremains in <u>empty</u> adult or cremains lot	225.00
2 <sup>nd</sup> /3 <sup>rd</sup> Cremains Interment* <u>(Includes \$200 Endowment Care)</u>	<del>325.00</del> 525.00

\*When two cremains are inurned at once, Open/Close will be charged at the 2<sup>nd</sup> use rate.

<del>Cemetery Endowment Care (each additional interment)</del>	<del>200.00</del>
Infant Interment	225.00
Scattering Garden Interment	100.00

Saturday Interment ~~Additional~~-Fee (Must ~~conclude~~ by 11:00 a.m.) ~~325.00~~450.00\*

\*In addition to Sexton Services

Saturday ~~Interment~~ Overtime Charge (~~Conclude~~ Extending after 11:00 a.m.)

~~525.00~~\*500.00/1000.00/1500.00\*

\*1<sup>st</sup> hour or part thereof, 2<sup>nd</sup> hour \$1000.00, 3<sup>rd</sup> hour \$1500.00 (Overtime is charged at 1 minute after each hour using cell phone time)

Weekday overtime charge (after 2:30 p.m.)	325.00
Disinterment – Regular	625.00
Disinterment – Cremains	225.00

**Marker Setting**

Marker Setting (No border pour)	150.00
VA Marker Setting (Including border/base pour)	<del>230.00</del> <u>250.00</u>
Scattering Garden Marker Setting	50.00
Concrete Border or Base	<del>80.00</del> <u>100.00</u>

**Miscellaneous Cemetery Fees**

Flower Vase (Including tax)	20.00 plus tax
Flower Vase Setting Fee	<del>5.00</del> <u>10.00</u>
Concrete Burial Liner (Incl. delivery/tax)	Actual Cost (Including <u>delivery</u> -tax) plus 10%
Concrete Remains Liner (Including tax)	100.00 plus tax
Ownership Transfer Fee	15.00