

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY MAY 13, 2019 AT CASHMERE CITY HALL

OPENING

Mayor Jim Fletcher opened the regular City Council meeting at 6:00 p.m. at City Hall. City Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jim Fletcher	
Council:	Daniel Scott Chris Carlson Dave Erickson Derrick Pratt	Kameon Smith
Staff:	Kay Jones, Clerk-Treasurer Steve Croci, Director of Operations	Chuck Zimmerman, City Attorney

FLAG SALUTE

EXCUSED ABSENCES

MOVED by Councilor Erickson and seconded by Councilor Pratt to excuse the absence of Councilor Smith. Motion carried 4-0.

ANNOUNCEMENTS & INFORMATION

Jim Kuntz, Executive Director of Chelan County Port District announced that the Port is in the process of consolidating with Douglas County Port District. The tax levies will remain separate, however, the funds will be commingled and used for projects in both counties. When economic development occurs on either side of the river, it benefits the citizens in both counties. The goal is to have the consolidation completed by January 1, 2020.

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

Brian Bremer is building a residence at 416 Vine Street and is planning on moving in to the new home in a few weeks. Doug Stewart resides at 224 Vine Street. Both voiced concern regarding a retaining wall and fence that has not yet been installed and is a requirement of the Riverside Meadow CUP.

APPROVAL OF AGENDA

MOVED by Councilor Scott and seconded by Councilor Pratt to approve the agenda as presented. Motion carried 4-0.

CONSENT AGENDA

Minutes of April 22, 2019 Regular Council Meeting

Minutes of May 2, 2019 Special Council Meeting

Claims Packet Dated May 13, 2019

Claims Direct Pay and Checks #39633 and #39636 through #39672 totaling \$80,609.56

Payroll Direct Pay and Checks #39634 through #39635 totaling \$101,149.51

MOVED by Councilor Erickson and seconded by Councilor Carlson to approve the items on the consent agenda. Motion carried 4-0.

SELECTION OF CONTRACTOR FOR THE 2019 CHIP SEAL PROJECT SMALL WORKS CONTRACT

The City received two bids for the Chip Seal Project and both came in over the \$75,000 budgeted. In order to stay within budget staff recommended removing South Douglas from the project. South Douglas will be repaved in the future. With South Douglas removed from the project A&W Paving is the low bidder.

MOVED by Councilor Carlson and seconded by Councilor Erickson to approve the selection of A&W Paving for the 2019 Chip Seal Project as amended and authorize the Mayor to sign the documents. Motion carried 4-0.

SELECTION OF CONTRACTOR FOR THE CHAPEL STREET PROJECT

RH2 Engineering reviewed the bids received for the Chapel Street Water and Sewer Replacement project. Of the four bidders, Hurst Construction was the apparent low bidder at \$626,749.91.

MOVED by Councilor Erickson and seconded by Councilor Carlson to approve the selection of Hurst Construction for the Chapel Street Project and authorize the Mayor to sign the documents. Motion carried 4-0.

WSDOT STREET STRIPING AGREEMENT

The State Department of Transportation has been striping the City's streets for years. The proposed agreement for 2019 is an estimated \$4,800.

MOVED by Councilor Pratt and seconded by Councilor Erickson to approve the WSDOT Street Striping Agreement. Motion carried 4-0.

WSDOT ROADSIDE VEGETATION PERMIT

The State Department of Transportation has granted the City a Landscape Permit to maintain the landscaping at the east entrance to Cashmere. The City will water and mow the grass along the highway right-of-way.

MOVED by Councilor Pratt and seconded by Councilor Carlson to approve the WSDOT Roadside Vegetation Permit. Motion carried 4-0.

PROGRESS REPORTS

Mayor Fletcher reported that the biosolids from Cell #3 have been removed and they have started on Cell #1 and will continue until they reach the budget amount.

The cleaning of the sand filter in water pond #1 has been completed. When pond #1 is up and running they will move to pond #2 to clean that filter.

The City pool troughs have been scraped and they are ready for the coating of sealant to be applied.

Schmitt Electric is out assessing the street lights that are not working and will report the findings and potential repairs needed.

The City and RH2 Engineering have been in contact with Bethlehem Construction and they are interested in submitting a bid for the Sherman Reservoir roof repair.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:55 p.m.

James Fletcher, Mayor

Attest:

Kay Jones, Clerk-Treasurer

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
THURSDAY MAY 16, 2019 AT CASHMERE CITY HALL

OPENING

Mayor Jim Fletcher opened the regular City Council meeting at 5:01 p.m. at City Hall. City Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jim Fletcher	
Council:	Daniel Scott Chris Carlson Dave Erickson Derrick Pratt	Kameon Smith
Staff:	Kay Jones, Clerk-Treasurer	Steve Croci, Director of Operations Chuck Zimmerman, City Attorney

EXCUSED ABSENCES

MOVED by Councilor Pratt and seconded by Councilor Scott to excuse the absence of Councilor Smith. Motion carried 4-0.

ANNOUNCEMENTS

The Mayor announced that due to Memorial Day the next council meeting is Tuesday, May 28th.

RESOLUTION NO. 04-2019 DECLARING A STATE OF EMERGENCY WITH RESPECT TO CERTAIN CITY STREET LIGHTS

Mayor Fletcher stated that there are ten Cashmere neighborhoods that have been dark for several weeks. The City hired Schmitt Electric to assess these areas and identify the problems and potential repairs needed. Inspections of these seventeen circuits are revealing a variety of causes such as wiring that is damaged, splices in wires that are corroding, and old wires that were not properly disconnected.

The total number of ground fault problems are undetermined; as ground faults in a wiring circuit are repaired it may reveal another ground fault exists farther down the line. Due to the complexity of the work and depending on the specifics of each ground fault the agreement with Schmitt Electric to repair the issues will be time and materials. The City Public Works crew will provide support to dig suspected locations and then rebury once the work is approved by the electrical inspector.

A budget amendment will be necessary for this emergency. At this time the total cost to restore street lights cannot be determined; as repair work starts and examples of repair costs are known then better estimates can be calculated. Funds needed for the amendment will be from the Capital Improvement Fund.

Some work will require Chelan PUD's involvement due to the nature of the problem, they are aware of the situation and are ready and willing to help. The Transportation Improvement Board (TIB), the agency that funded the LED Street Light Replacement project, stated they will be able to fund approximately \$20,000 for the repairs.

MOVED by Councilor Erickson and seconded by Councilor Pratt to approve Resolution No. 04-2019 declaring a State of Emergency with respect to certain City street lights and pursue funding from Chelan County PUD and TIB. Motion carried with 3 voting in favor and Councilor Scott voting no.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 5:20 p.m.

James Fletcher, Mayor

Attest:

Kay Jones, Clerk-Treasurer

ORDINANCE NO. 1276

AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, APPROVING A NEW COMPREHENSIVE PLAN OF THE CITY UPDATING THE INTRODUCTION, LAND USE, HOUSING, CAPITAL FACILITIES, UTILITIES, TRANSPORTATION, PARKS & RECREATION, ECONOMIC DEVELOPMENT, AND IMPLEMENTATION STRATEGIES ELEMENTS OF THE COMPREHENSIVE PLAN; UPDATING THE OFFICIAL COMPREHENSIVE LAND USE DESIGNATIONS PLAN MAP OF THE CITY; CONFIRMING COMPLIANCE WITH RCW 36.70A.130; CONTAINING A SEVERABILITY PROVISION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Cashmere has adopted comprehensive plan and zoning regulations pursuant to Chapter 35A.63 RCW; and

WHEREAS, the most current comprehensive land use plan of the City of Cashmere was adopted on October 28, 2013 by the passage of City Ordinance No. 1219; and

WHEREAS, the City Planning Commission has conducted public meetings, workshops, and a public hearing and the City Council has conducted a community workshop, meetings, and public hearing and determined that the document titled “City of Cashmere Comprehensive Land Use Plan” and appendices and official maps identified therein should be approved collectively as the new comprehensive land use plan and official land use designations map of the City (hereinafter collectively referred to as the “2019 Comprehensive Plan”); and

WHEREAS, the City Council has determined that the findings and statements in the 2019 Comprehensive Plan support adoption of this Ordinance; and

WHEREAS, as a part of the review process, the City Planning Commission and City Council pursuant to RCW 36.70A.130 reviewed the existing comprehensive plan and regulations, including critical areas regulations and designations to identify any inconsistencies and to continue to keep current provisions of City codes consistent with modern science and the State Growth Management Act (“GMA”) and the Council has determined that existing ordinances are in compliance with and consistent with the same; and

WHEREAS, as part of the comprehensive land use plan review process, the City followed the required statutory notice provisions and complied with the State Environmental Policy Act (“SEPA”) and an appropriate determination of non-significance (“DNS”) was issued by the City responsible SEPA official; and

WHEREAS, the City Council concurs that there will be no significant adverse environmental impact to the City as a result of the adoption of the 2019 Comprehensive Plan as set forth in this Ordinance; and

WHEREAS, the City received comments on the 2019 Comprehensive Plan from the State of Washington Department of Commerce, dated May 29, 2019, and the City Staff and City Council considered the comments and made modifications to the final 2019 Comprehensive Plan consistent with those comments; and

WHEREAS, the City Council finds that adoption of the 2019 Comprehensive Plan and this Ordinance are in the best interest of the health, safety, and welfare of the citizens of the City;
NOW, THEREFORE,

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

Section 1. The comprehensive plan of the City of Cashmere as set forth in the document titled “City of Cashmere Comprehensive Land Use Plan” dated June 2019 and all appendices and maps identified therein is approved and by this reference made a part of this Ordinance (hereinafter collectively referred to as the “2019 Comprehensive Plan”).

Section 2. The decision of the City Council to approve the 2019 Comprehensive Plan as set forth in Section 1 of this Ordinance is based upon a State Environmental Policy Act (“SEPA”) determination of non-significance (“DNS”) and upon the findings of the City Council as set forth above herein and in the 2019 Comprehensive Plan.

Section 3. Pursuant to RCW 36.70A.106, a copy of this Ordinance and the 2019 Comprehensive Plan as approved in Section 1 of this Ordinance were transmitted by the City Clerk-Treasurer to the Washington State Department of Commerce for 60 day review and comment prior to approval.

Section 4. City Ordinance No. 1219 is hereby repealed and replaced with this Ordinance.

Section 5. The City Clerk/Treasurer is hereby directed to keep a copy of this Ordinance and the 2019 Comprehensive Plan approved pursuant to Section 1 of this Ordinance on file at City Hall and available for inspection by the public at all times that City Hall is open to the public.

Section 6. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 7. 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.

APPROVED:

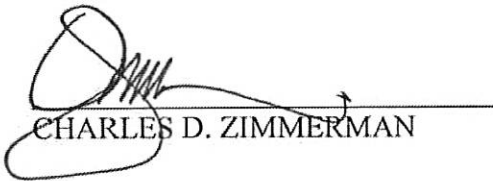
MAYOR JIM FLETCHER

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. :

6/5/19

SUMMARY OF ORDINANCE NO. 1276

of the City of Cashmere, Washington

On the _____ day of _____, 2019, the City Council of the City of Cashmere, Washington, passed Ordinance No. 1276. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, APPROVING A NEW COMPREHENSIVE PLAN OF THE CITY UPDATING THE INTRODUCTION, LAND USE, HOUSING, CAPITAL FACILITIES, UTILITIES, TRANSPORTATION, PARKS & RECREATION, ECONOMIC DEVELOPMENT, AND IMPLEMENTATION STRATEGIES ELEMENTS OF THE COMPREHENSIVE PLAN; UPDATING THE OFFICIAL COMPREHENSIVE LAND USE DESIGNATIONS PLAN MAP OF THE CITY; CONFIRMING COMPLIANCE WITH RCW 36.70A.130; CONTAINING A SEVERABILITY PROVISION; AND SETTING AN EFFECTIVE DATE.

The full text of this Ordinance will be mailed upon request.

DATED this _____ day of _____, 2019.

KAY JONES, CITY CLERK/TREASURER

Staff Summary

Date: June 5, 2019
To: City Council
From: Jim Fletcher, Mayor
RE: Antique Mall – Station 2601, LLC

Station 2061, LLC is the property owner of the building leased to the Antique Mall, 604 Cotlets Way. Existing water used for irrigating the lawn located within the Hwy 2/97 right-of-way is served by the water meter at this address. Water lines pass through the building to a valve box located on the right-of-way side of the fence. There is not an immediate alternative route between the city water main and the irrigation system.

Agreement terms specify obligations and responsibilities for the use of water and provide credit to the property owners water bill for water used by the city for irrigation. Additionally, terms will record facts for any future state audit of a clear public benefit.

At some future date, when the opportunity is present to make a change in water service to be rerouted around the building or the city discontinues to irrigate the highway right-of-way the agreement can be canceled. This agreement is mutually beneficial, and no fees are paid to Station 2061, LLC

Then new irrigation water meter and irrigation controller will be installed in the highway right-of-way

Staff Recommendation:

Approve the agreement with Station 2061, LLC and authorize the Mayor to sign.

Filed for and return to:

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

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): Station 2601, LLC, a Washington Limited Liability Company
Grantee(s): City of Cashmere, Washington, a Washington Municipal Corporation
Reference Number(s) of Documents Assigned or Released: N/A
Abbreviated Legal Description: T 23 N R19 EWM S 04 Pt NE NE
Complete or Additional Legal Description on Exhibit "A" of Document.
Assessor's Parcel Number(s): 231904110500

AGREEMENT

BETWEEN THE CITY OF CASHMERE, WASHINGTON, AND STATION 2601, LLC REGARDING WATER USAGE, NEW METER, AND ACCESS FOR WSDOT RIGHT OF WAY IRRIGATION AND MAINTENANCE

I. RECITALS

A. WHEREAS, Station 2601, LLC is the owner of the Antique Mall Property, located in the City of Cashmere, Washington ("City"), which has an irrigation system that is served by the City domestic water delivery system and is used to irrigate the Washington State Department of Transportation right-of-way located adjacent to the Antique Mall Property (the "WSDOT ROW").

B. The Antique Mall Property is legally described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

- C. The WSDOT has determined that the historic lease of the WSDOT ROW to the Antique Mall should be terminated and a new agreement entered into between WSDOT and the City, for the maintenance, mowing, and irrigation of the WSDOT ROW.
- D. The City approached the Antique Mall about the Antique Mall continuing to provide irrigation water and mowing services for the WSDOT ROW and the Antique Mall has decided against continuing those activities, so the City has agreed to take on the maintenance and care of the WSDOT ROW, which will include providing irrigation water for mowing of the grass in the WSDOT ROW.
- E. The Antique Mall benefits from the City decision to provide irrigation water to and mow and maintain the WSDOT ROW as it is located immediately adjacent to the Antique Mall Property.
- F. The most economical way for the City to provide irrigation water to the WSDOT ROW is to install a 1-inch water meter at the outflow position on the Antique Mall Property building in order to meter the irrigation system that services the WSDOT ROW using the existing irrigation system partially installed on the Antique Mall Property.
- G. The purpose of this Agreement is to memorialize the terms and conditions associated with the City installation of a 1-inch water meter on the outflow of the Antique Mall Property building to meter the City water that irrigates the WSDOT ROW and to adjust the Antique Mall Property commercial water and sewer billings from the City based on readings of the City irrigation water meter and to provide City access to the WSDOT ROW to enable the city to maintain the same.

BASED UPON THE FOREGOING RECITALS, THE CITY AND STATION 2601, LLC AGREE AS FOLLOWS:

- 1. The Recitals set forth above herein are made a part of this Agreement as if set forth in full herein.
- 2. The City shall or has installed a 1-inch water meter on the Antique Mall Property at the location of the outflow from the Antique Mall Property of the City water service provided to the Antique Mall Property where that water service connects to the irrigation system that irrigates the WSDOT ROW.
- 3. The City is hereby granted permission during the Term of this Agreement to access the WSDOT ROW from the Antique Mall Property in order to read, repair, maintain, and replace (a) the City water meter, (b) the irrigation system, and (c) the WSDOT ROW adjacent to the Antique Mall Property. This permission includes but is not limited to the right to access the WSDOT ROW to mow grass, pick up and remove trash, and otherwise

maintain the WSDOT ROW in the condition it presently exists or as it may be hereafter improved or altered by WSDOT or the City.

4. The City shall pay all of the costs associated with installation of the 1-inch water meter.
5. The City shall read the 1-inch water meter and subtract the water used to irrigate the WSDOT ROW from water purportedly consumed by the Antique Mall Property based on the existing water meter reading for the Antique Mall Property and shall adjust the Antique Mall Property commercial water and sewer usage bills in accordance with those readings so that the monthly bills from the City to the Antique Mall for water and sewer services subtract the water used by the City to irrigate the WSDOT ROW.
6. The Term of this Agreement shall commence on the Effective Date and continue in perpetuity. However, this Agreement may be terminated by written notice of termination provided by either Party to the other Party at least 365 days in advance of the proposed date of termination.
7. The Effective Date of this Agreement shall be May 10, 2019.
8. This Agreement shall be recorded with the Chelan County Auditor's Office and shall be binding upon the heirs, successors, and assigns of the Parties.
9. Any dispute arising out of the existence of this Agreement shall be resolved by litigation commenced in Chelan County Superior Court. In any such litigation, each Party shall pay its own attorney's fees and costs, regardless of the outcome of the litigation.
10. This Agreement contains all of the terms of the Agreement between the Parties with respect to the matters identified herein. There are no verbal or other agreements between the Parties. This Agreement may only be amended by a written instrument approved and signed by an authorized representative of each of the Parties to this Agreement.

[The remainder of this page left blank intentionally]

APPROVED by the Station 2601, LLC the
29TH day of MAY, 2019.

By: [Signature]
Title: MANAGER
Name: MICHAEL M. NELSON

Address for Giving Notice:

STATION 2601 LLC
16508 NE 79TH ST
REDMOND WA 98052

STATE OF WASHINGTON)
)ss.
County of KING)

I certify that I know or have satisfactory evidence that MICHAEL M. NELSON is the person who appeared before me, and said person acknowledged that he she signed this instrument, on oath stated that he she was authorized to execute the instrument and acknowledged it as the MANAGER of Station 2601, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: MAY 29, 2019.



[Signature]
AMY L WEBBER (Printed name)
NOTARY PUBLIC, state of Washington
My appointment expires 5/28/2022

EXHIBIT "A"
Legal Description

That part of the Northeast quarter of the Northeast quarter of Section 4, Township 23 North, Range 19, E.W.M., described as follows: Beginning at the intersection of the North right of way line of the old State Highway as located January 1, 1950, with the East line of the Nahahum Canyon County road; thence East along the State Highway 60 feet to the true point of beginning; thence North 131 feet; thence West 60 feet to the County road; thence North 100 feet more or less, to the Southerly line of the new State Highway as now surveyed and staked; thence Southeasterly along said Southerly line 296 feet; thence Southwesterly 80 feet, to a point on the North right of way line of the old Highway, which is 133 feet East of the true point of beginning; thence West 133 feet to the true point of beginning. (Cashmere Market)