



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, JUNE 24, 2019 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

- May Financial Report is on the website

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of June 10, 2019 Regular Council Meeting
2. Payroll and Claims Packet Dated June 24, 2019

BUSINESS ITEMS

1. Update on the construction of Phase II of the 9/11 Memorial
2. Ordinance No. 1277 Repealing Section 13.15.155 Special System Development charge
3. River Street property monthly rental agreement
4. Discussion on drought relief planning

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 JUNE 10, 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

Present

Not Present

Mayor: Jim Fletcher

Council: Daniel Scott
Chris Carlson
Dave Erickson
Kameon Smith
Derrick Pratt

Staff:

Kay Jones, Clerk-Treasurer
Steve Croci, Director of Operations

Chuck Zimmerman, City Attorney

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

The Mayor asked for volunteers to review the Annual Financial Report for 2018. Councilors Scott and Carlson volunteered to review the reports.

Cashmere Librarian Lisa Lawless distributed the calendar for the Cashmere Library Summer Program and discussed the various activities for children of all ages and adults.

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

No Comments from the public.

APPROVAL OF AGENDA

MOVED by Councilor Erickson and seconded by Councilor Smith to approve the agenda as presented. Motion carried 5-0.

CONSENT AGENDA

Minutes of May 13, 2019 Regular Council Meeting

Minutes of May 16, 2019 Special Council Meeting

Payroll and Claims Packet Dated May 28, 2019

Claims Direct Pay and Checks #39673 through #39692 totaling \$115,597.09

Payroll and Claims Packet Dated June 10, 2019

Claims Direct Pay and Checks #39695 through #39724 totaling \$309,967.44

Payroll Direct Pay and Checks #39693 through #39694 totaling \$106,380.89

MOVED by Councilor Scott and seconded by Councilor Erickson to approve the items on the consent agenda. Motion carried 5-0.

PUBLIC HEARING ON COMPREHENSIVE LAND USE PLAN

Mayor Fletcher opened the Public Hearing at 6:12 p.m. to receive comments from the public. Flint Hartwig resides in the County and owns 7.5 acres of property outside of the City's Urban Growth Area that he is planning on developing. The type of development he does depends on the City's Comprehensive Land Use Plan. Mr. Hartwig would like to be inside the City's Urban Growth Area and is willing to go through all the necessary steps as long as the City's plan supports higher density development.

With no further comments or questions from the public the Mayor closed the Hearing at 6:38 p.m.

ORDINANCE NO. 1276 APPROVING A NEW COMPREHENSIVE PLAN AND UPDATING THE MAP

MOVED by Councilor Scott and seconded by Councilor Carlson to adopt Ordinance No. 1276 approving the new Comprehensive Plan and updating the Official Land Use Designations Plan Map. Motion carried 5-0.

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

MOVED by Councilor Erickson and seconded by Councilor Scott to approving the agreement with Station 2601, LLC regarding water usage, new meter, and access for WSDOT right of way irrigation and maintenance. Motion carried 5-0.

PROGRESS REPORTS

Director Croci reported that Schmidt Electric is making progress on repairing the street lights. A representative from the Transportation Improvement Board (TIB) came out to look at the project and the repairs needed, and they are willing to fund \$30,000 for the repairs.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:48 p.m.

James Fletcher, Mayor

Attest:

Kay Jones, Clerk-Treasurer

Staff Summary

Date: June 19, 2019
To: City Council
From: Jim Fletcher, Mayor
RE: 9/11 Memorial Phase 2 - progress report

Attached is a construction schedule proposed by the 9/11 Foundation in preparation for the construction of phase 2 of the 9/11 memorial at Riverside Center.

Proposed construction schedule is to assure that all phase 2 activities will not interfere with any events scheduled at Riverside Center. The City has a vested interest in the success of both the 9/11 project and in customer experiences at Riverside Center and Riverside Park. By carefully scheduling and closely monitoring construction activities the City can avoid problems that might interfere with operation of Riverside Center.

According to the agreement between the City and 9/11 Foundation, *"During construction the Foundation will not interfere with the operation of Riverside Center by the third-party tenant of the City. All construction proposals, including work schedules, shall be subject to City Mayor review and approval."*

Recommendation: For the Council to be informed of construction activities and address any concerns about the project.

9/11 SPIRIT OF AMERICA MEMORIAL FOUNDATION

Cashmere, Washington

18 June 2019

Phase II Construction Plan

PRE CONSTRUCTION

General site plan approved by Foundation Board – DONE

Brief City Council members on-site regarding general site plan. Request approval by Council – DONE

RH2 Engineering to design new monument footings/monolithic bases and sub-plaza – PENDING (expect design documents before the end of June)

Submit design documents and construction plan to Mayor and City Director of Operations – PENDING

Attend City Council meeting to answer any questions – June 24 or July 8

Write inscription for Flight 93 bronze plaque – will be attached to granite base of monument – PENDING

CONSTRUCTION

THE FOLLOWING STEPS AND ESTIMATED HOURS ON SITE FOR EACH STEP ARE LISTED BELOW. AS AGREED WORK ON THE SITE WILL ONLY BE ON DAYS THE RIVERSIDE CENTER IS NOT BOOKED.

THE FOLLOWING IS THE CONSTRUCTION SEQUENCE BUT AN ACTUAL CALENDAR-BASED SCHEDULE WILL BE HARD TO DO WITH VOLUNTEERS – WE WILL ADVISE THE CITY EVERY TIME WE KNOW WHEN WE WILL BE WORKING ON AN APPROVED DAY AND AS FAR IN ADVANCE AS POSSIBLE

WHEN WE FULLY ENGAGE THE VOLUNTEERS DOING THE CONCRETE WE WILL DETERMINE THE METHOD OF POURING THE CONCRETE AND ADVISE THE CITY – AAA CONCRETE IS PROVIDING THE CONCRETE AT NO CHARGE.

THE VOLUNTEERS POURING THE CONCRETE WILL DECIDE ON THE MINIMUM CURING TIME PRIOR TO INSTALLING THE GRANITE AND WILL ADVISE THE CITY

THE CRANE FROM COLUMBIA CRANE CAN REACH FROM THE EDGE OF THE STEPS TO THE LOCATIONS ON SITE FOR THE GRANITE.

THE CURRENT PLAN IS FOR AN 8-FOOT CURVED FENCE TO BE BOLTED USING A FLANGE ONTO THE EDGE OF THE PLAZA. IF A WIDER FENCE IS REQUIRED AND ALTERNATIVE COULD BE TO PUT A LONGER LINEAR FENCE PARALLEL TO THE BUILDING.

<u>Est. Time</u>	<u>Action</u>
2 hrs.	Remove the Callery tree bronze plaque and base – to be re-installed after the new small plaza is completed – No fence or barrier needed as hole will immediately be filled.
1.5 hrs.	Make one cut with a concrete saw at the seam on the sidewalk parallel to Riverside Center – (in preparation to remove the sidewalk East of the cut) – Water will be sprayed for dust control while cutting and if any significant dust gets on the windows of Riverside Center, we will clean them – NO FENCE NEEDED AS THE CONCRETE WILL NOT BE REMOVED IMMEDIATELY.
6 hrs.	Remove sidewalk between above cut and the South side of main plaza – will be done by a compressed air jackhammer – Water will be sprayed for dust control while cutting and if any significant dust gets on the windows of Riverside Center as a result, we will clean on the sidewalk will be immediately transported off site and disposed of – once the debris is removed we will install a yellow caution tape on stakes to warn visitors of the removed concrete. (same as City uses as they replace sidewalks).
6 hrs.	Hand excavate the areas for the new monument footings according to the engineer’s plans approved by the City. (special care to protect irrigation and power) Excavating by hand will reduce the dust and overall impact of this phase but if any dust, we will spray water for control. If any significant dust gets on the windows of Riverside Center as a result, we will clean them – the spoils will be immediately removed from the site and recommend we be allowed to deposit in the depression immediately West of our tool shed and between the parking lot curb and fence (city property) Steve advised he would take a look at the area to see if ok. A fence will be installed around the open excavated area and locked when we are not working on the site.
12 hrs.	Construct forms for the three monument footings and associated bases (monolithic), including installation of gravel base.
8 hrs.	Pour concrete for footings/bases and finish.
4 hrs.	Strip forms and remove from site. Store any still-needed wood immediately west of tool shed.
6 hrs.	Backfill and compact excavated areas and integrate reinstallation of water and power based on new configuration.
8 hrs.	Construct forms for new small plaza around the towers, walkway around Flights 77 and 93 monuments and sidewalk segment, including installation of gravel base.
6 hrs.	Pour concrete for plaza, walkway and sidewalk element and finish.

<u>Est. Time</u>	<u>Action</u>
3 hrs.	Strip forms and remove from site.
3 hrs.	Backfill, grade and compact.
3 hrs.	Install sod.
1 hr.	Remove construction fence as site is now returned to pre-existing grade.
6 hrs.	Install twin towers and monuments for Flight 77 and 93. Quiring monuments will install with volunteer assistance and crane supplied by Columbia Crane.
2 hrs.	Install 8-foot curved metal fence on concrete edge of the South side of new plaza.
<u>2 hrs.</u>	Re-install Callery tree bronze plaque and base on East side of new plaza.
77.5 hrs. total	

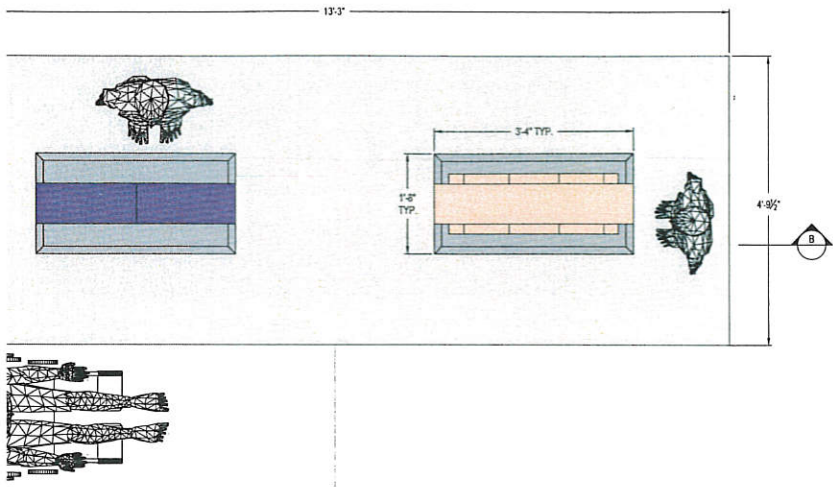
When resource availably allows, we will work to combine more than one task on a single day; thereby reducing the total days we are needed on site. As you can see the total estimated hours are a bit less than two normal work weeks. We won't be able to work that efficiently with volunteers so we know the days or portions of days on site will be more than 10 to get all the tasks accomplished.

We will continue to refine this plan while remaining open to guidance from the City.

TAG

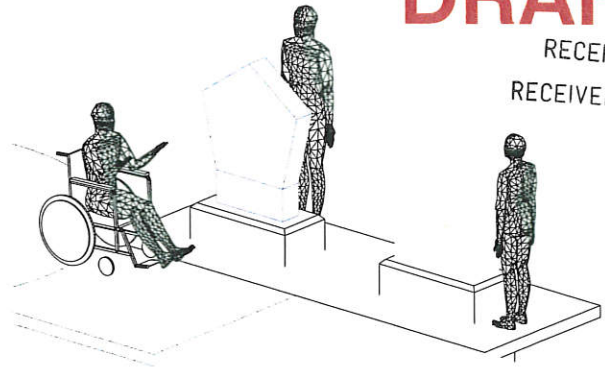
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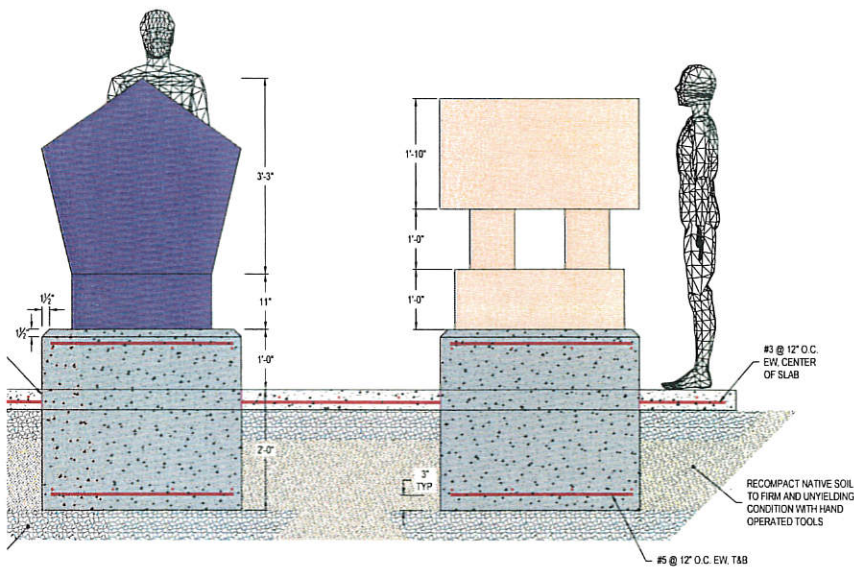
PENTAGON AND STATE OF PENNSYLVANIA MEMORIAL BASE PLAN

1" = 1'-0"



PENTAGON AND STATE OF PENNSYLVANIA MEMORIAL OBLIQUE 1

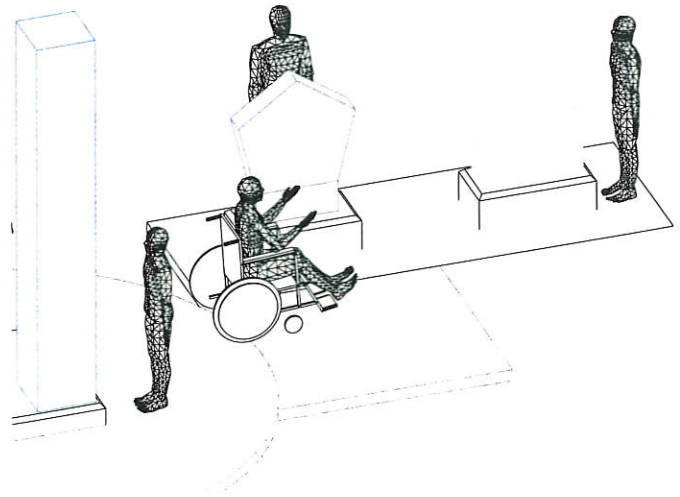
NOT TO SCALE



PENTAGON AND STATE OF PENNSYLVANIA MEMORIAL BASE SECTION

1" = 1'-0"

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PENTAGON AND STATE OF PENNSYLVANIA MEMORIAL OBLIQUE 2

NOT TO SCALE

Staff Summary

Date: June 19, 2019
To: City Council
From: Jim Fletcher, Mayor
RE: Ordinance 1277 to Repeal Ordinance 1102 System development Charge

In 2007, a main sewer line was extended along Kimber Road to serve the County's fairground, Dawn Lee mobile home housing development and future residential development West of Cashmere in the urban growth area.

Ordinance 1102 adopted in 2007 imposed a \$330 system development charge for new connections to the sewer line. This charge applied only to the Kimber road sewer line. Very few connections have been made to the Kimber Road line since it was constructed.

As the City updated sewer system fees and charges for any location in the City. The \$330 fee then became unnecessary as all appropriate connection costs are now included in one fee. Removal of this \$330 fee will lower the cost for future sewer connections on the Kimber Road sewer line. City Staff and Mayor have determined that reducing this cost to connect may encourage new connections to the wastewater system.

Staff Recommendation: Move to approve Ord 1277 repealing Ordinance 1102.

ORDINANCE NO. 1277

AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, REPEALING SECTION 13.15.155 OF THE CASHMERE MUNICIPAL CODE; REPEALING THE SPECIAL SYSTEM DEVELOPMENT CHARGE FOR CONNECTION TO WASTEWATER APPLICABLE TO THE WEST CASHMERE URBAN GROWTH AREA AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Staff and Mayor have studied the issue of whether the existing \$330 per equivalent residential unit (“ERU”) special system development charge for properties located in the West Cashmere urban growth area should continue to be imposed as enacted by the City Council in March 2007 by the passage of Ordinance No. 1102 creating a new Section 13.15.155 of the Cashmere Municipal Code; and

WHEREAS, after studying the issue in detail, the City Staff and Mayor have determined that the small relative amount of the ERU charge may be an impediment to development in the West Cashmere area which could reduce the number of connections to the City sewer system; and

WHEREAS, the City recently completed an extensive rate study including the review of existing sewer system development charges and the study did not consider and did not recommend continuation of this special systems development charge; and

WHEREAS, since the implementation of this special system development charge in 2007, the City has spent considerable funds constructing a state of the art wastewater treatment facility which was designed to handle a greater volume of customers than currently exist; and

WHEREAS, the City Staff and Mayor recommend passage of this Ordinance as an incentive to encourage residential development in the West Cashmere Urban Growth area and in turn creation of additional connections to the City sewer system which will be economically beneficial to all existing City sewer system customers; and

WHEREAS, passage of this Ordinance is in the best interests of the public health, safety, and welfare of the citizens in the City; NOW, THEREFORE,

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

Section 1. Section 13.15.155 of the Cashmere Municipal Code is hereby repealed.

Section 2. 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.

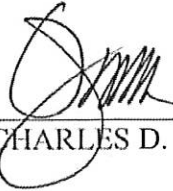
APPROVED:

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.

: 6/14/19
:
:
:
:
:

RIVER STREET PROPERTY MONTHLY RENTAL AGREEMENT

The City of Cashmere, a municipal corporation of the state of Washington (hereinafter "City") and Cashmere School District No. 222, a Washington municipal corporation (hereinafter "Renter"), agree as follows:

1. City is the owner of that certain real property located in the City of Cashmere, in Chelan County, Washington, known as Chelan County Assessor's Parcel No. 23-19-04-220-500, commonly known as 316 River Street (hereinafter the "Property").
2. That portion of the Property that contains a building that is depicted as the "Rented Property Building" in Exhibit "A" to this Rental Agreement is hereby rented by the City to the Renter on a month-to-month basis beginning on the Effective Date of this Rental Agreement. The Rented Property Building is commonly known as the former City recycling center building.
3. The use of the Rented Property Building by Renter shall be for storage of materials and equipment owned by Renter. All storage shall be entirely located within the Rented Property Building.
4. Renter accepts the Rented Property Building and the Property "AS IS" and without any requirement for improvements or modifications to be made by City.
5. Any proposals to modify the Rented Property Building shall be presented in writing to the City for approval and after approval shall be constructed at the sole expense of Renter.
6. Upon termination of this Rental Agreement, Renter agrees to return the Rented Property Building to the condition it was in at the time of commencement of this Rental Agreement, unless the City approves in writing an alternative arrangement that may result in permission of the City for the Renter to leave certain improvements or modifications in place. Any such condition may accompany and be a requirement of the City approval for the Renter to make the improvements or modifications.
7. Any damage caused to the Rented Property Building or the Property by Renter or by Renter's employees, contractors, or volunteers, shall be repaired at the sole expense of Renter.
8. Renter agrees that during the term of this Rental Agreement, City shall not be responsible to maintain the Property or the Rented Property Building.
9. City agrees to pay all utilities associated with the Property and the Rental Property Agreement.
10. Renter shall pay to the City the sum of Five Hundred Dollars (\$500) per month as rent for the Property. Rent shall be payable by Renter to City each month in advance on or before the 1st day of each month during the term of this Rental Agreement. The first month's rent shall be pro-rated if the first month commences on a day other than the first day of a month.

11. Each rent payment shall be considered delinquent after 5 PM on the 5th day of the month if unpaid and a Fifty Dollar (\$50) late fee will be assessed for each late payment.
12. This Rental Agreement shall commence on approval of the Rental Agreement by the City, which approval shall occur following approval of the Rental Agreement by the Renter. This Rental Agreement shall be perpetual, subject to termination by either City or Renter on thirty (30) days' prior written notice of intent to terminate.
13. Renter agrees to indemnify and hold the City harmless from and against any and all claims for injuries or damages incurred by Renter and its employees, contractors, invitees, and/or volunteers, unless such injuries or damages are caused by the actions of the City.
14. Renter agrees to maintain premises liability insurance insuring the Property with policy limits of at least One Million Dollars (\$1,000,000) per occurrence at all times while this Rental Agreement is in effect. Renter shall cause the City to be named as an additional insured on the aforementioned insurance and shall provide City with written proof of the same. Renter's insurance shall be purchased from insurance providers approved by City. City approves satisfaction of this provision by Renter's participation in a legally established school insurance pool.
15. Notices required by this Rental Agreement to the City shall be hand-delivered to the City of Cashmere at City Hall or mailed to 101 Woodring Street, Cashmere, WA 98815, Attn: Mayor. Notices required by this Rental Agreement to Renter shall be hand-delivered or mailed to Cashmere School District No. 222, 210 South Division Street, Cashmere, WA 98815, Attn: Superintendent. The Effective Date of this Rental Agreement shall be the date of approval of the Agreement by the City.

APPROVED by Cashmere School District No. 222
the ____ day of _____, 2019.

APPROVED by the City of Cashmere the ____
Day of _____, 2019.

By _____
GLENN JOHNSON, SUPERINTENDENT

By _____
JIM FLETCHER, MAYOR