



## City of Cashmere

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

CASHMERE CITY COUNCIL MEETING  
MONDAY, JULY 23, 2018 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 July 9, 2018 Regular Council Meeting
2. Payroll and Claims Packet Dated July 23, 2018

BUSINESS ITEMS

1. Contract with Standard Pallet Co. to grind material at the City Mulching Center site
2. Letter of intent to participate in the Chelan County Hazard Mitigation Planning Partnership

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, JULY 9, 2018 AT CASHMERE CITY HALL

OPENING

Mayor Pro Tem Jim Fletcher 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:	Jim Fletcher	
Council:	Daniel Scott Vacant Dave Erickson Kameon Smith Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer Chuck Zimmerman, City Attorney	

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

PUBLIC COMMENT PERIOD - For Items Not on the Agenda  
No public comments.

APPROVAL OF AGENDA

MOVED by Councilor Erickson and seconded by Councilor Smith to approve the agenda as submitted. Motion carried 4-0.

CONSENT AGENDA

Minutes of June 25, 2018 Regular Council Meeting  
Payroll and Claims Packet Dated July 9, 2018

Claims Direct Pay and Checks #38999 and #39022 through #39044 totaling \$35,501.53  
Payroll Direct deposit and Check #39000 through #39021 totaling \$115,736.31  
Manual check #38998 not needing prior approval

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

INTERVIEWS FOR THE APPOINTMENT TO CITY COUNCIL

Mayor Fletcher explained that the appointment to vacant Council Position #2 will be through 2019. In 2019 the position will be up for election for the remaining 2 years of the 4-year term. In 2021 the position will be up for election for the full four-year term.

Mayor Fletcher gave an overview on the interview and appointment process. He answered questions relevant to the position of City Council including the most important qualities for a councilperson are to be; open minded, thoughtful, ethical and fair.

The Mayor and City Council interviewed the following four applicants for the office of City Council; Larry Bruehl, Chris Carlson, Kara Raftery and Jayne Stephenson.

EXECUTIVE SESSION – TO EVALUATE THE QUALIFICATIONS OF A CANDIDATE FOR APPOINTMENT TO ELECTIVE OFFICE

Mayor Fletcher closed the regular session to enter into an executive session at 6:50 p.m. to evaluate the qualifications of the candidates for the appointment to office for approximately 15 minutes.

The regular session was reconvened at 7:07 p.m.

APPOINTMENT TO THE OFFICE OF COUNCILMEMBER

MOVED by Councilor Scott and seconded by Councilor Erickson to appoint Chris Carlson to the Office of City Council. The vote was 2 in favor and 2 opposing. Mayor Fletcher voted to break the tie. Motion carried 3-2.

Chris Carlson was sworn into office and took his seat at the council table.

RESOLUTION NO. 05-2018 ADOPTING A NEW ALTERNATIVE FUEL EXEMPTION

Washington State legislature has mandated that all local government subdivisions of the state are required to satisfy one hundred percent of their fuel usage for operating publicly owned vessels, vehicles, and construction equipment from electricity or biofuels to the extent practicable. This Resolution confirms that the City's emergency response vehicles are exempt from the alternative fuel requirements and confirms that it is not practical at this time for the City to satisfy 100% of its fuel use for non-emergency vehicles from alternative fuel sources.

MOVED by Councilor Pratt and seconded by Councilor Scott to approve Resolution No. 05-2018 adopting a new alternative fuel exemption. Motion carried 5-0.

SELECTION OF CONTRACTOR FOR THE BIOSOLIDS REMOVAL PROJECT

The City requested bids for the Biosolids Removal Project using the Small Works Roster. The City received a bid from one contractor, Smith Excavation, in the amount of \$54,100. The bid amount exceeds the project budget by \$19,100, which does not include the costs of hauling and disposal. Due to the bid exceeding the budget Mayor Fletcher elected to reject the bid.

MOVED by Councilor Erickson and seconded by Councilor Pratt to reject all bids for the Biosolids Removal Project. Motion carried 5-0.

EXECUTIVE SESSION – To discuss potential litigation with legal counsel

Mayor Fletcher closed the regular session at 7:22 p.m. to enter into an Executive Session to discuss potential litigation for approximately 10 minutes. No action will be taken when Regular Session is reconvened.

The Executive Session was extended for an additional 10 minutes. No public was present to inform.

Regular Session reconvened at 7:40 p.m.



5604 Nature Shores Drive, Rock Island, WA 98850 Phone (509) 886-7881 Fax (509) 886-7882

## AGREEMENT

An agreement made between the City of Cashmere, Washington, herein "ENTITY" and Standard Pallet Co., herein "CONTRACTOR".

THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT: ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

CONTRACTOR will grind material from a loose pile of woody wastes (limbs, tree and brush trimmings, grass clippings, etc.) on location at ENTITY's Hagman Road City Mulch Center Site.

CONTRACTOR will charge a grinding fee not to exceed \$500.00 HR. Any exceptions would fall under the Iron Clause, and a mobilization fee of \$600.00.

CONTRACTOR agrees to provide all materials and services for the project in accordance with the specifications listed above.

ENTITY is responsible for waste disposal.

2. IRON CLAUSE: ENTITY has used a "best efforts and reasonable care" approach to eliminate heavy iron from the material to be chipped. CONTRACTOR will use a backup "best efforts and reasonable care" approach to identify and remove heavy iron prior to feeding it to the RotoChopper. Should heavy iron be fed into the RotoChopper, CONTRACTOR will immediately stop the operation to determine if a continuing problem exists and, if so will contact ENTITY's representative to explain the conditions before resuming operations.

CONTRACTOR will inspect grinder teeth and screens prior to grinding and post grinding. As an example, nails, pallet straps, banding do not qualify as heavy iron. Heavy iron would include but not limited to; rebar, engine blocks, post digging bars, iron plate, concrete and large rocks. In the event of any damage from heavy iron, CONTRACTOR will immediately stop the operations and assess the damages to the teeth and screen. ENTITY may, at its option, review any damage assessments and then choose to either discontinue or continue the CONTRACTOR's operations.

Charges assessed for damages described in this section will be:

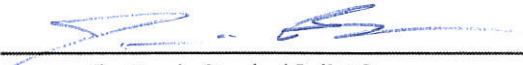
RotoChopper factory pricing plus freight charges – Invoices will be supplied to the Entity – plus labor.

Contractor shop rate is \$125.00/hr.

3. COMPENSATION: ENTITY agrees to pay CONTRACTOR as compensation the amount not to exceed ~~\$15,000~~ plus applicable sales tax. *This amount may be increased by \$8,600 written approval in advance by the ENTITY Mayor* JB.
4. INDEPENDENT CONTRACTOR: The parties agree that CONTRACTOR is the independent contractor of the ENTITY and in no way an employee or agent of the ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this agreement by the CONTRACTOR or its employees, except to specify the time and place of performance and as provided for in section 2. IRON CLAUSE. ENTITY shall have no responsibility for security or protection of CONTRACTOR's supplies.
5. WARRANTY: CONTRACTOR warrants that all material and goods supplied under this agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.
6. INDEMNIFICATION: CONTRACTOR agrees to indemnify and hold ENTITY harmless from any liability, claims or damages arising out of, or in any way connected with the CONTRACTOR's performance of the work described in section 1 of this agreement.

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jim Brock, Standard Pallet Co.

*7/18/18*  
\_\_\_\_\_  
Date



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July 23, 2018

### **Chelan County Hazard Mitigation Planning Partnership**

C/O Rob Flaner, Tetra Tech, Inc.  
90 South Blackwood Ave.  
Eagle, ID 83616

Dear Chelan County Planning Partnership,

Please be advised that the City of Cashmere is committed to participating in the update to the Chelan County Natural Hazards Mitigation Plan. As the Chief Administrative Official for this jurisdiction, I certify that I will commit all necessary resources in order to meet Partnership expectations as outlined in the "Planning Partners expectations" document provided by the planning team, in order to obtain Disaster Mitigation Act (DMA) compliance for our jurisdiction.

Mr. Jim Fletcher will be our jurisdiction's point of contact for this process and he can be reached at 101 Woodring St., Cashmere, WA 98815, 509-860-8560 or [mayor@cityofcashmere.org](mailto:mayor@cityofcashmere.org).

We understand that this designated point of contact's time will be applied to the "in-kind" local match for the grant that is funding this project. To aid in the determination of this local match, we have determined that the fully burdened bill rate for our designated point of contact is \$\_\_\_\_\_.

Our jurisdiction will be able to contribute up to \$\_\_\_\_\_ to the planning process.

Sincerely,

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Mayor James Fletcher

## PLANNING PARTNER EXPECTATIONS

### ACHIEVING DMA COMPLIANCE FOR ALL PLANNING PARTNERS

One of the goals of the multi-jurisdictional approach to hazard mitigation planning is to achieve compliance with the Disaster Mitigation Act (DMA) for all participating members in the planning effort. DMA compliance must be certified for each member in order to maintain eligibility for the benefits under the DMA. To achieve compliance for all partners, the plan must clearly document how each planning partner that is seeking eligibility from the plan, participated in the plan's development. The best way to do this is to clearly define "participation". For this planning process, "participation" has been defined as addressing the following items:

- ✓ **The Estimated level of effort.** It is estimated that the total time commitment to meet these "participation" requirements for a planning partner not participating on the Steering Committee would be *approximately 40 hours over the eight month period*. Approximately sixty percent of this time would be allocated to meeting items F through L described below.
- ✓ **Participate in the process.** This means to support the process to the best of your capabilities. This planning process will utilize a Steering Committee that will assume responsibility for many of the planning milestones prescribed for this process. This committee will be representative of the whole. This committee will meet periodically throughout the process and provide direction and guidance to the planning team. Steering Committee meetings are not mandatory meetings for all planning partners. This means that if you are not on the committee, your attendance is not required. However, it is our hope that all planning partners will attempt to remain engaged with this process. This process is anticipated to take eight months to complete. It will be easy to become disconnected with the process objectives if you do not participate in some of these meetings to some degree.

The planning team will also request support from the partnership during the public involvement phase of the planning process. Support could be in the form of providing venues for public meetings, attending these meetings as meeting participants, providing technical support, etc.

- ✓ **Consistency Review.** All planning partners will be asked to identify their capabilities during this process. This capability assessment will require a review of existing documents (plans, studies and ordinances) pertinent to each jurisdiction to identify policies or recommendations that are consistent with those in the "parent" plan or have policies and recommendations that complement the hazard mitigation initiatives selected (i.e.: comp plans, basin plans or hazard specific plans).
- ✓ **Action Review.** All previous planning partners will be required to perform a review of the strategies from your prior action plan to determine those that have been

accomplished and how they were accomplished; and why those that have not been accomplished were not completed. The planning team (Tetra Tech and Chelan County DNR) will be available to assist with this task.

- ✓ **Financial Contribution.** The planning process is funded by two \$25,000 planning grants from FEMA, for a total of \$50,000. The planning process is estimated to cost \$69,000, or \$19,000 more than the grant funding provides. Each participating jurisdiction will be asked to contribute to the planning process to make up the difference. The amount of contribution will vary depending on the ability of the jurisdiction.
- ✓ **Plan must be adopted by each jurisdiction.**

One of the benefits to multi-jurisdictional planning is the ability to pool resources. This means more than monetary resources. Resources such as staff time, meeting locations, media resources, technical expertise will all need to be utilized to generate a successful plan. In addition, these resources can be pooled such that decisions can be made by a peer group applying to the whole and thus reducing the individual level of effort of each planning partner. This will be accomplished by the formation of a steering committee made up of planning partners and other “stakeholders” within the planning area. The size and makeup of this steering committee will be determined by the planning partnership. This body will assume the decision making responsibilities on behalf of the entire partnership. This will streamline the planning process by reducing the number of meetings that will need to be attended by each planning partner. The assembled Steering Committee for this effort will meet monthly on an as needed basis as determined by the planning team, and will provide guidance and decision making during all phases of the plan’s development.

With the above participation requirements in mind, each partner will be asked to aid this process by being prepared to develop its section of the plan. To be an eligible planning partner in this effort, each Planning Partner will be asked to provide the following:

- A. A “Letter of Intent to participate” or Resolution to participate to the Planning Team (see exhibit A).
- B. Designate a lead point of contact for this effort. This designee will be listed as the hazard mitigation point of contact for your jurisdiction in the plan.
- C. Identify a fully loaded billing rate for this point of contact which will be used to calculate the in-kind match for the grant that is funding this project.
- D. The amount of financial contribution the jurisdiction is able to contribute to the planning process.
- E. Approve the Steering Committee.



- F. If requested, provide support in the form of mailing list, possible meeting space, and public information materials, such as newsletters, newspapers or direct mailed brochures, required to implement the public involvement strategy developed by the Steering Committee.
- G. Participate in the process. There will be many opportunities as this plan evolves to participate. Opportunities such as:
  - a. Steering Committee meetings
  - b. Public meetings or open houses
  - c. Workshops/ Planning Partner specific training sessions
  - d. Public review and comment periods prior to adoption

At each and every one of these opportunities, attendance will be recorded. Attendance records will be used to document participation for each planning partner. No thresholds will be established as minimum levels of participation. However, each planning partner should attempt to attend all possible meetings and events.

- H. There will be one **mandatory** workshop that all planning partners will be required to attend. This workshop will cover the proper completion of the jurisdictional annex template which is the basis for each partner's jurisdictional chapter in the plan. Failure to have a representative at this workshop will disqualify the planning partner from participation in this effort. The schedule for this workshop will be such that all committed planning partners will be able to attend.
- I. After participation in the mandatory template workshop, each partner will be required to complete their template and provide it to the planning team in the time frame established by the Steering Committee. Technical assistance in the completion of these templates will be available from the planning team. Failure to complete your template in the required time frame *may* lead to disqualification from the partnership.
- J. Each partner will be asked to perform a "consistency review" of all technical studies, plans, ordinances specific to hazards to determine the existence of any not consistent with the same such documents reviewed in the preparation of the County (parent) Plan. For example, if your community has a floodplain management plan that makes recommendations that are not consistent with any of the County's Basin Plans, that plan will need to be reviewed for probable incorporation into the plan for your area.
- K. Each partner will be asked to review the Risk Assessment and identify hazards and vulnerabilities specific to its jurisdiction. Contract resources will provide the jurisdiction specific mapping and technical consultation to aid in this task, but the determination of risk and vulnerability will be up to each partner.

- L. Each partner will be asked to review and determine if the mitigation recommendations chosen in the parent plan will meet the needs of its jurisdiction. Projects within each jurisdiction consistent with the parent plan recommendations will need to be identified and prioritized, and reviewed to determine their benefits vs. costs.
- M. Each partner will be required to create its own action plan that identifies each project, who will oversee the task, how it will be financed and when it is estimated to occur.
- N. Each partner will be required to formally adopt the plan.

Templates and instructions to aid in the compilation of this information will be provided to all committed planning partners. Each partner will be asked to complete their templates in a timely manner and according to the timeline specified by the Steering Committee.

**\*\* Note\*\*:** Once this plan is completed, and FEMA approval has been determined for each partner, maintaining that eligibility will be dependent upon each partner implementing the plan implementation-maintenance protocol identified in the plan.

**Exhibit A**  
**Example Letter of Intent to Participate**

**Chelan County Hazard Mitigation Planning Partnership**  
C/O Rob Flaner, Tetra Tech, Inc.  
90 South Blackwood Ave.  
Eagle, ID 83616

Dear Chelan County Planning Partnership,

Please be advised that the \_\_\_\_\_ (*insert City or district name*) is committed to participating in the update to the Chelan County Natural Hazards Mitigation Plan. As the Chief Administrative Official for this jurisdiction, I certify that I will commit all necessary resources in order to meet Partnership expectations as outlined in the "Planning Partners expectations" document provided by the planning team, in order to obtain Disaster Mitigation Act (DMA) compliance for our jurisdiction.

Mr./Ms. \_\_\_\_\_ will be our jurisdiction's point of contact for this process and they can be reached at (*insert: address, phone number and e-mail address*). We understand that this designated point of contact's time will be applied to the "in-kind" local match for the grant that is funding this project. To aid in the determination of this local match, we have determined that the fully burdened bill rate for our designated point of contact is \$\_\_\_\_\_.

Our jurisdiction will be able to contribute up to \$\_\_\_\_\_ to the planning process.

Sincerely,

\_\_\_\_\_

Planning Partner Expectations  
Chelan County Hazard Mitigation Plan-Update

## Exhibit B

### Planning Team Contact Information

<b>Name</b>	<b>Representing</b>	<b>Address</b>	<b>Phone</b>	<b>e-mail</b>
Hillary Heard	Chelan County DNR	411 Washington Ave, Office # 201 Wenatchee, WA 98801	(509) 630-5372	<a href="mailto:Hillary.Heard@CO.CHELAN.WA.US">Hillary.Heard@CO.CHELAN.WA.US</a>
Rob Flaner	Tetra Tech, Inc.	90 S. Blackwood Ave Eagle, ID 83616	(208) 939-4391	<a href="mailto:Rob.flaner@tetratech.com">Rob.flaner@tetratech.com</a>
Christina Wollman	Perteet	2302 W Dolarway Road, Suite 1 Ellensburg, Washington 98926	(509) 619-7031	<a href="mailto:christina.wollman@perteet.com">christina.wollman@perteet.com</a>
Carol Bauman	Tetra Tech, Inc.	1020 SW Taylor St., Suite 5301 Portland, Oregon 97205	(503) 727-8067	<a href="mailto:Carol.bauman@tetratech.com">Carol.bauman@tetratech.com</a>