



City of Cashmere

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CASHMERE CITY COUNCIL MEETING
MONDAY, AUGUST 27, 2018 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

- July Financial Report is on the website

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of August 13, 2018 Regular Council Meeting
2. Payroll and Claims Packet Dated August 27, 2018

BUSINESS ITEMS

1. Discussion with Waste Management on recycling and requested rate increase
2. Employee Handbook – Updated to include new State laws and requirements
3. Declare City property surplus – 14 wastewater aerators
4. Inflatable Play Equipment in City parks
5. Lagoon Cleanup
6. Building Inspector Services Employment 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)

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY, AUGUST 13, 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 Chris Carlson Dave Erickson Kameon Smith Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer	Chuck Zimmerman, City Attorney

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Councilor Pratt reported that the County has budgeted future funding for the Airport and the Airport qualifies for next level of grants for future capital improvements.

Councilor Erickson suggested that the new Washington Voting Rights Act that was signed into law on March 19, 2018 be placed on a future council agenda to show that Cashmere is taking steps to comply with the law.

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

No public comments.

APPROVAL OF AGENDA

Mayor Fletcher requested the addition of item #6 Purchase of 2 pumps for WWTP requiring a budget amendment.

MOVED by Councilor Scott seconded by Councilor Erickson to approve the agenda as amended with the addition of item #6 Purchase of 2 pumps for WWTP requiring a budget amendment. Motion carried 5-0.

CONSENT AGENDA

Minutes of July 23, 2018 Regular Council Meeting

Payroll and Claims Packet Dated August 13, 2018

Claims Direct Pay and Checks #39074, #39096 and #39099 through #39128 totaling \$110,963.30 (voided #39117 wrong vendor)

Payroll Direct Deposit and Checks #39075 through #39095 totaling \$122,994.96

Manual Check #39072, #39073, #39097 and #39098 refunds not needing prior approval

MOVED by Councilor Scott and seconded by Councilor Smith to approve the items on the

consent agenda. Motion carried 5-0.

COMPLETION AND ACCEPTANCE OF THE FOLLOWING SMALL WORKS ROSTER CONSTRUCTION PROJECTS:

- ✓ 2018 CASHMERE BST PROJECT FOR VARIOUS STREETS
- ✓ 2018 PAVEMENT PRESERVATION OVERLAY PROJECT FOR EVERGREEN/FISHER STREET
- ✓ PUBLIC WORKS BUILDING RE-ROOF PROJECT

MOVED by Councilor Erickson and seconded by Councilor Scott to accept the completed Cashmere BST Project, the Pavement Preservation Overlay Project for Evergreen/Fisher Street and the Public Works Building Re-Roof Project. Motion carried 5-0.

REQUEST FROM WASTE MANAGEMENT FOR AN EXTRAORDINARY RECYCLING RATE INCREASE

Pursuant to Section 2.7.2 of the contract with Waste Management for solid waste services, WM is seeking an extraordinary rate increase to recover the increased costs of recycling. They would also like to discuss a contamination service charge and protocol, changes to the acceptable recyclables list and changes to the contract language on recycling. These requests are based on recycling market changes implemented by the Chinese Government in 2018.

MOVED by Councilor Scott and seconded by Councilor Smith to table the issue until Waste Management can attend a meeting to discuss the requested changes and increases. Motion carried 5-0.

AGREEMENT WITH GUY'S TREE CARE FOR TREE TRIMMING PROJECT ON DIVISION STREET AND COTTAGE AVENUE

The proposed agreement is \$5,843 for tree trimming services to trim trees on Division Street and Cottage Avenue. The City crew will pick up and dispose of the brush.

MOVED by Councilor Scott and seconded by Councilor Carlson to approve the Tree Trimming Agreement with Guy's Tree Care. Motion carried 5-0.

DISCUSSION ON HAULING BIO-SOLIDS FROM LAGOONS TO WASTE MANAGEMENT LANDFILL

Mayor Fletcher reported that he authorized Kissler Enterprises to haul the bio-solids from the lagoons at a rate of \$388 per load using 60-yard trucks to haul. Waste Management's rate to haul was \$390 per load using 40-yard trucks.

The estimate for hauling is \$16,000 for Cell #3 and \$38,800 for Cell #1. These estimates do not include the cost of disposal at the landfill or the taxes and Health District fees.

Once Cell #3 is complete staff will have a better idea on yardage and tonnage and will be able to better estimate Cell #1. Council will then be able to determine whether to complete the project this year or budget to complete Cell #1 in 2019. The permit through the Department of Ecology gives the City two years to complete the project.

DISCUSSION ON HAULING SLUDGE FROM TREATMENT PLANT TO BOULDER PARK

The estimate for hauling the sludge from the WWTP to Boulder Park is \$11,200 for an estimated 20 loads at \$140 per hour for truck time.

PURCHASE OF 2 PUMPS FOR WWTP REQUIRING A BUDGET AMENDMENT

There are two pumps at the Wastewater Treatment Plant that handle the biosolids. These pumps are overworked due to the increase in loading and have been repaired several times the past few years. Instead of repairing the pumps again staff is recommending purchasing two new pumps that are adequate to deal with the loading. This purchase requires a budget amendment.

MOVED by Councilor Pratt and seconded by Councilor Scott to approve the purchase of two new pumps for the treatment plant. Motion carried 5-0.

PROGRESS REPORTS

Mayor Fletcher updated the council on the broken concrete sidewalk at 107 Mt Cashmere Place. Property owner Carl Pederson also spoke with council. The City will continue to investigate the issue.

Also, the Mayor reported that second interviews for the Director of Operations were scheduled later in the week.

Councilors Scott and Carlson completed the wage comparison for the Director of Operations position. They looked at other cities of a similar size and determined that the wage Cashmere has set is right in the middle, so they are not recommending an increase at this time.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:52 p.m.

James Fletcher, Mayor

Attest:

Kay Jones, Clerk-Treasurer



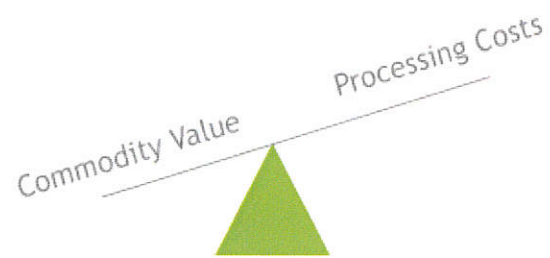
The Consequences of Operation Blue Sky

The Reality of China's Changing Import Policies

- In July 2017, China notified the World Trade Organization that it planned to ban the import of at least 24 varieties of solid waste and recyclables commonly collected by U.S. recycling programs and exported by U.S. recyclers.
- By mid-2017 recycling markets and processors began seeing market disruption from the impending China bans so WM started moving materials to alternate markets.
- On January 1, 2018, China implemented its import ban of 24 materials, including Mixed Waste Paper and Mixed Plastics.
- In March 2018, a new policy limiting contamination of imported recyclables to 0.5% was implemented.
- In May 2018, Chinese customs announced Operation Blue Sky, which is an inspection of every container entering any Chinese port. Containers with more than 0.5% contamination will be rejected and returned. As a result, inspections are meticulous at the point of origin and mill buyers will not purchase any loads with more than 0.5% contamination.
- In June 2018, China started allowing a few inspections and ships on the water for non-banned materials.
- China now appears to be on a path to eliminate imports of all post-consumer recyclables by 2021.

Impacts of China's Policies on Recycling - At a Glance

- **Impacts of global over-supply.** Through 2017, over 25% of the world's recyclables were imported by China, including over 50% of the paper and plastics recycled across the globe. The reduction of China markets means an oversupply of commodities to alternate markets across the globe. As a result, market quality requirements are universally higher, driving up Material Recovery Facility (MRF) processing costs. At the same time, commodity pricing is low for the material that cannot achieve China's 0.5% contamination limits.
- **New material flows.** As recyclables move to more distant markets, transportation costs have increased. Trade routes to India and other countries do not enjoy the same backhaul logistical benefits of historic trade movement between China and other countries, further increasing the cost of recycling.
- **Material quality.** At local Material Recovery Facilities (MRF), WM is adding labor at higher hourly rates and slowing down processing lines to try to achieve the 0.5% contamination threshold, reducing the tons of recycling we can process per hour. This increases the cost of recycling at the same time commodity values are low.
- **WM is focused on moving materials.** WM's goal is to avoid landfilling and warehousing materials, even when we are incurring additional costs to process and ship recyclables. *This further highlights the need to focus on inbound quality to ensure constant movement to end markets.*



WM's Extraordinary Rate Increase Request

Increased processing costs coupled with the decrease in commodity value, has exceeded the tolerance level considered the normal “ebb and flow” of the market. WM will not be able to sustain this loss into the future and is seeking an extraordinary rate increase request from our city partners to ensure our recycling programs survive the detrimental effects of China’s bans and import policy.

- **Rate increase methodology.** Our rate increase calculation is based on the methodology we calculated for our Washington State Utilities and Transportation Commission (WUTC) filings. The WUTC is a state regulatory commission that regulates businesses including solid waste carriers to ensure services provided are safe, reliable and fairly priced. The WUTC is considered third party validation given the thorough review of our financials they perform prior to extending any rate adjustment request.
 - Our rate increase request does not make up for the past; rather, it is based on the “new normal” (prospectively) for recycling (processing and end markets) in the region.
 - Our rate increase request is city-specific (based on an individual city’s tonnage and customer counts) and will impact only those services and rates contained in each contract.
 - Although we do not anticipate the market correcting itself, we welcome the opportunity to revisit and revise rates as needed after a period of time.
- **Potential outcomes if a rate increase is not implemented.**
 - Unable to sustain increased labor costs and meet recyclable contamination standards.
 - Unable to sustain increased shipping and transportation costs.
 - Reconsideration around landfilling certain materials or suspending the program in its entirety due to quality of material or unavailability of alternative markets.
 - A loss of public trust in the recycling industry which will have greater long-term consequences that far outlast any market disruption.
 - Recycling facilities may be forced to close due to the high operational costs without sustaining revenue.
- **WM’s process for notifying cities and next steps.** WM convened two combined meetings with a handful of city partners to discuss the impact of Operation Blue Sky on the processing and marketing of recyclables in Puget Sound. As follow-up to those meetings, letters were sent to every municipal contract partner in the Pacific Northwest. As follow up to the letters, WM is actively conducting discussions with city staff and decision makers (mayors and councils, etc.), to discuss extraordinary rate increase requests and work toward a decision to reach reasonable resolutions within in the next few months.

What is WM doing to mitigate impact to hauling operations and WM customers?

WM remains committed to education, actively working with our customers (both residents and businesses) to improve the quality of material that we collect and/or process:

- **Education.** WM is working with customers and collaborating with other industry stakeholders to provide education and outreach information on recycling right.

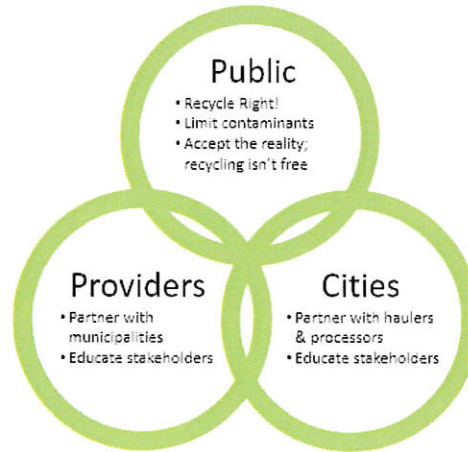
- **Organizations.** WM is working with industry organizations such as the Washington Refuse and Recycling Association (WRRRA), the Solid Waste Association of North America (SWANA), the Institute of Scrap Recycling Industries (ISRI), the National Waste and Recycling Association (NWRA), and the Recycling Partnership as well as local stakeholders, such as King County.
- **Recycle Often. Recycle Right.SM** WM is working with our customers to use the tools in our recycling education and outreach program, <http://recycleoftenrecycleright.com/>. WM is working to place stronger emphasis on recycle right when we are engaging with our communities this summer. We are working with counties and local jurisdictions on unified messaging and will also utilize relevant messaging that comes out of the Responsible Recycling task force in the Puget Sound into our public education and outreach materials.
- **Contamination Monitoring.** A WM best practice has always been to monitor contamination, tag carts and, in some instances not service containers at point of collection, if contamination is visible. Recycling-specific cart tags, as well as regular driver recycling education training, helps us in these efforts.
- **Charges for contamination.** Some contracts allow for charging customers when excess contamination is observed. We will be more attuned to those types of situations moving forward. Many of our customers require individualized strategies and implementation plans for improving the quality of recyclables they set out for collection. We are working closely with those customers to reduce contamination.
- **Continuing to invest in technology at our MRFs.** We continue to focus on future technology design to help process cleaner material, more efficiently.
- **Support the development of domestic demand.** Full life-cycle recycling requires strong end markets. Without end markets, the very concept of recycling does not occur. WM is working with domestic paper mills and plastics recyclers, reducing our reliance on export markets. We encourage this type of effort to increase the use of post-consumer (recycled) content domestically.

Resetting the Recycling Industry

What we are experiencing now is just the beginning of a recycling industry reset. WM continues to be a leader in the industry, working with processing equipment manufacturers to design technology that will improve the market quality of recyclables. However, other changes will also need to happen to ensure long-term sustainability of recycling, including:

- **Short-Term (1 to 5 years)**
 - Recycling lists developed or amended with emphasis on market availability rather than the pursuit of recycling goals, diversion rates and “wishful” recycling
 - Public understanding that recycling is not free. Most programs in the have embedded recycling costs in their garbage rates so the public interprets recycling as free. Recycling isn’t free and both cities and service providers play a role in shifting this public perception
 - Continued emphasis on proper recycling to minimize contamination and increased focus on waste prevention
 - Improved contract language to mitigate risk to service providers
- **Long-term (more than 5 years)**
 - Less reliance on foreign markets
 - Increase in domestic markets

What Needs to Change and Who Plays a Role



Staff Summary

Date: August 27, 2018
To: City Council
From: Mayor Jim Fletcher 
RE: Employee Handbook Revisions

A copy of the City of Cashmere Employee Handbook was previously provided to the Council for review. Revisions were made by attorney Julie Norton to update policies to meet new State laws for paid sick leave and paid family leave. Some additional changes are proposed to clarify other sections. See the attached Attorney's email.

Recommendation:

Discuss any questions regarding the employee handbook and take action to approve the changes recommended and authorize the attorney to draft a resolution adopting the Employee Handbook.

Kay Jones

From: Julie K. Norton <jnorton@omwlaw.com>
Sent: Monday, July 23, 2018 12:42 PM
To: Kay Jones
Cc: Kate L. Escalera
Subject: Revised Personnel Policies
Attachments: 1758940.pdf

Hi Kay,

Per your request, I have reviewed and proposed revisions to the City Personnel Policies to include updates related to paid sick leave and paid family leave. My apologies for the delay in getting these back to you. I was working on several similar updates, and trying to be efficient. I was also hoping we would get more information regarding paid family leave if we waited a little longer (as updates were promised in June), but those updates have not yet happened. The proposed revised policies are attached in redline for ease of review.

Although the majority of the review and revisions were focused on compliance with the new sick leave requirements, I did propose a few other minor clean ups throughout the policies. First, I have proposed removing references to the Collective Bargaining Agreement (CBA) in the definition and other sections. These general policies are to apply to all or most city employees, separate from a CBA, or in absence of specific provisions in a CBA. If the CBA covers the same topic, the CBA applies. However, the references to CBA in these policies suggested that employees who are not otherwise covered by a CBA may still need to comply with a CBA. I assume that was not the intent. There is no need to reference the CBA if the matter is included in the CBA for covered employees, as the CBA will apply in lieu of the general policy. If you disagree with this proposed exclusion, please let me know.

I also struck out the reference to compliance with HIPAA. The City is likely not a "covered entity" under HIPAA unless it provides medical services (ambulance) or is self insured (i.e. payment of medical services). I do not understand the City to directly provide either of these services. So, in lieu of a reference to HIPAA (which standards may be unnecessarily burdensome for the City), I suggest simply stating that the City complies with applicable state and federal laws regarding privacy.

Another item of clean up is to confirm the stipend amount for the cell phone in section 4. The policy currently states its \$20. If the stipend has changed, the new amount should be included. I have not proposed any changes to this section, but am just pointing it out.

As mentioned, most of the changes were to reflect compliance with the new paid sick leave requirements. I have not proposed changes to the accrual for full time employees, but have included accruals, as required by law, for all other employees. I have included other definitions and use requirements to comply with state law. If you have any questions regarding a proposed requirement in the policy, please let me know.

I made changes to the FMLA policy to reflect updates within the last few years (i.e. regarding use for military leave). I also added just a little information about the new paid "family leave." The rules regarding paid family leave are yet to be promulgated by the state. We were hoping for additional updates within the last two months, but that has not yet happened. At this time, we know only that paid family leave premiums will start being collected as of 2019, but there may be some exceptions to the employer portion of the contribution based on employer size. We also know that, regardless of size or employer contribution, all employees meeting certain hour requirements will be eligible for paid family leave for a qualifying conditions. I included the few details that we know in the policies, but these are still subject to change, so I left some flexibility for future changes. Once the final rules are promulgated regarding the availability and use of paid leave, we can further review the policies to determine whether additional changes are needed.

Finally, I did not propose changes to your discipline or lay off sections, but I did notice they are fairly comprehensive for a general employee population that is proposed to be “at will.” The CBAs may have other, more detailed, requirements applicable to covered employees, but we often try to avoid detailed policies for the “at will” employees (i.e. employees that don’t have a property interest in their job). If you want to discuss simplifying these sections to avoid obligating the city to proceed in any particular way (at least regarding layoffs) by “at will” employees, please let me know.

Once you have had an opportunity to review the proposed revised policies, please let me know if you have questions or if you would like us to make further changes to any policy. If these policies meet with your approval, please let me know and we will send in final format along with the resolution to adopt them (but I will need the resolution number from you).

If you have any other questions regarding this matter, please do not hesitate to call me.

Julie K. Norton | Attorney

Ogden Murphy Wallace P.L.L.C.

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Staff Summary

Date: August 27, 2018
To: City Council
From: Mayor Jim Fletcher
RE: Declaring wastewater aerators as surplus property

When Cashmere processed wastewater in the lagoon system aerators were utilized to mix air into the wastewater. Now the lagoons are being reclaimed and there is no use for these aerators. Staff has contacted other cities to see if the aerators could be sold. So far, the Town of Garfield and the Town of Winthrop has expressed interest. The aerators have been sitting at the treatment plant since the lagoons were shutdown.

Aerators will be sold as is with no guarantee they will work. Buyer is responsible for picking up.

Recommendation:

MOVE to declare as surplus the wastewater aerators to be offered to any other municipality that has need for aerators or to be sold as scrap for the metal and copper winding in the motors.

Aeromod



3-15hp
6-25hp

Tornado



1-15hp
4-25hp

Staff Summary

Date: August 27, 2018
To: Mayor and City Council
From: Kay Jones, Clerk-Treasurer
RE: Inflatable Play Equipment in City Parks

City Hall has been receiving inquiries regarding inflatables (bouncy houses) in the City parks. Cashmere Municipal Code does not address inflatables. If the consensus of the City Council wants to allow inflatables in the city parks the code needs to address regulations and requirements.

I have attached WCIA's (risk management) recommended controls for inflatables on City property.

Staff has contacted other cities in the area and the only city that allows inflatables is the City of Wenatchee. I have attached Wenatchee's form regarding inflatable regulations, which addresses WCIA's recommended controls.

Recommendation:

MOVE to prohibit inflatables and authorize the City Attorney to draft an ordinance prohibiting inflatables in the City parks.

OR

Move to allow inflatables and authorize the City Attorney to draft an ordinance allowing inflatable play equipment and the regulations.

PAR.27
INFLATABLES AND AMUSEMENT RIDES

Issued: 12/2012
Reviewed: 02/2016

POSSIBLE EXPOSURES:

Amusement rides, including inflatable devices, are responsible for numerous injuries and deaths each year. Members that allow the use of these devices on their property could face allegations of negligence related to the set-up, operation, supervision of participants and failure to ensure compliance with state inspection requirements.

RECOMMENDED CONTROLS:

In Washington State, all operators or owners of amusement rides, which include air supported inflatable devices or “bouncy houses,” must obtain an annual operating permit from the Department of Labor and Industries (L&I) for each amusement ride or inflatable per RCW 67.42 and WAC 296-403A. The person applying for an operating permit must provide the following documentation on an application form provided by L&I and pay the appropriate fee:

1. The name, address and telephone number of the owner or operator of the amusement ride or structure together with the name and signature of the applicant
2. Description of amusement ride or structure. Each amusement ride or structure must be individually identified:
 - a) By a trade name or title and a narrative description from which the amusement structure or ride can be identified; and
 - b) A serial number which is welded onto the frame or contained on an identification plate which is permanently affixed to the amusement structure or ride.
3. Certificate of inspection: The amusement ride inspector or insurer per RCW 67.42.020 (2) must certify that the amusement ride or structure has been inspected for safety and meets the standards for compliance with all applicable requirements of the National Electrical Code and this chapter, manufacturer's specifications, American Society of Testing and Materials (ASTM) Standards on Amusement Rides and Devices, and insurance company inspection requirements. Amusement rides or structures that undergo major modification must be recertified by an amusement ride inspector or insurer per RCW 67.42.020 (2) before being placed into operation.

In addition to this information, each owner/operator of amusement rides and inflatable devices, must have and keep in effect an insurance policy in an amount not less than one million dollars per occurrence insuring:

1. The owner or operator and
2. Any municipality or county on whose property the amusement ride or structure stands, or any municipality or county which has contracted with the owner or operator against liability for injury to persons arising out of the use of the amusement ride or structure

Also, a certificate of insurance must be provided to the sponsor, lessor, landowner or other person responsible for an amusement ride being offered for use by the public, stating the insurance required above is in effect.

Once an operating permit has been obtained, an operating decal will be provided to the owner/operator of the ride and this decal must be posted on the ride in an easily viewable location. The owner or operator of the amusement ride must also have available for inspection, at the location where the amusement ride or structure is to be operated, a copy of the operating permit for each amusement ride or structure

Regardless of who is sponsoring an event, WCIA recommends that Members only allow certified operators with a valid permit and proof of insurance to operate amusement rides and inflatable devices on the Member's property. This would prohibit privately owned equipment, unless the owner has gone through the certification process and obtained an operator's permit. WCIA does not recommend Members own their own inflatable devices. However, if a Member does own and operate their own inflatable device, the Member must meet the requirements for obtaining an operating permit. In addition, any Member employees who will be responsible for the operation of the inflatable device or supervision of the users should be properly trained.

For those special events that the Member is sponsoring, WCIA recommends that Members contract with a vendor who has the proper operating permit to provide not only the inflatable or amusement ride, but the vendor should also be responsible for set-up, take-down and operation of the equipment as well as supervision of the participants during use. The contract with the vendor should include waiver and indemnification language favorable to the Member as well as requiring the vendor to have liability insurance that lists the Member as an additional insured.

For further information and as a list of certified operators you can access the [L&I website](#).



**CITY OF WENATCHEE
PARKS, RECREATION AND CULTURAL SERVICES
INFLATABLE PLAY EQUIPMENT REGULATIONS**

INTRODUCTION

Inflatable Play Equipment Regulations have been created to address the increasing popularity of the use of bounce houses, inflatable slides and other air-filled structures in City Park areas for events ranging from community events to birthday parties. While these structures can be fun, they can also pose a danger to children if used improperly.

Inflatable structures are generally thought of as soft and safe, there is a risk in playing in them. Unfortunately, thousands of injuries and even deaths have been associated with inflatable amusement structures.

Frequent causes of injury include:

- Improper anchoring.
- Using during winds in excess of 20 mph.
- Improper set-up of equipment.
- Rapid deflation/collapse caused by power source interruption.
- Lack of adequate supervision including overcrowding.
- Spilling or falling from the inflatable during entry or exit.
- Improperly grouping users by age group and or size.

REQUIREMENTS

You are welcome to use inflatable play equipment during your event in City park areas. Any "Bounce House" or other temporary "Inflatable Play Structure" (referred to as "inflatables" in this document) that is proposed to be used in a City park area must meet the following requirements.

- 1.0 A Park Facility Use or Special Event Permit application for the use of the City park must be completed.
- 2.0 Privately owned inflatables are not allowed in City parks. Only inflatables owned by vendors currently licensed for business by the City can be used. A list is available by contacting the Parks and Recreation Department.
 - 2.1 The vendor must provide proof of liability insurance, with a minimum of \$1,000,000 per occurrence, \$2,000,000 annual aggregate commercial general liability limits, and name the City of Wenatchee as an additional insured on the vendor's policy.
- 3.0 Inflatables with water slides and slip n' slides are not allowed in parks due to the excessive wear on the park grounds created by the water and foot traffic.
- 4.0 Placement of the inflatable must be at a preauthorized location within the park. The location must be coordinated with Park Maintenance personnel a minimum of 48 hours prior to the scheduled use.
- 5.0 Inflatables must be set up no sooner than the park event reserved time and taken down and removed no later than the scheduled end time of the event. Inflatables are not allowed to remain in the park overnight.
- 6.0 Wenatchee Municipal Code section 6A.18.060(2) motor vehicle operation and parking, prohibits motor vehicles in park areas. Inflatables must be hand carried or carted into, and from the park.
- 7.0 Inflatables must be set up and removed by trained and qualified representatives of the inflatable vendor in compliance with the manufacturer's specifications.

Staff Summary

Date: August 27, 2018
To: City Council
From: Mayor Jim Fletcher
RE: Lagoon Cleanup

Part one to remove the Sludge from the Wastewater Treatment Plant and haul to Bolder Park near Mansfield was completed on Tuesday 8/21. Initial cost estimates look like we came in less than expected.

Part two removing bio-solids from the old lagoons. Hauling starts on Friday 8/24. We do not have a good estimate of the tonnage and thus the cost of disposal at Waste Management. With the first couple loads we can get scale weights and better estimate total project costs. This new information will be available at the Council meeting for discussion. A decision will be needed to either approve a budget amendment and fund the complete removal from both cells this fall or to postpone cell #1 clean up until 2019.

Initial estimates made by staff for:

Cell #1 was \$39,000 to haul plus disposal fees of \$34.25 per ton

Cell # 3 was \$16,500 to haul plus disposal fees of \$34.25 per ton

Other costs include:

Rental of a loader

17.5% FEA Tax on total invoice

3.6% State Refuse Tax on total invoice

\$1 per ton Health District Fee

Recommendation:

Will be made when a budget number is estimated.

BUILDING INSPECTOR SERVICES EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into between the CITY OF CASHMERE ("CITY"), a Washington municipal corporation, and Frank Spaun, an individual, ("EMPLOYEE"), sometimes collectively referred to herein as the "Parties" or individually as a "Party".

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

1. RETENTION OF EMPLOYEE. The CITY retains the EMPLOYEE to perform, from time to time, such building inspector services, authorized by the CITY. The EMPLOYEE agrees to perform, according to the best of his professional ability and skill, the requested services authorized by the CITY. All work shall be done under the direction of the CITY'S Mayor or his or her designee.

2. TERM OF AGREEMENT. The term of this Agreement shall be from the date of approval of this Agreement by the CITY until terminated by either Party as set forth below herein.

3. EMPLOYEE. The EMPLOYEE shall be an employee of the CITY and shall work on a part-time and hourly paid basis and shall not be entitled to any benefits afforded to other employees of the CITY. The EMPLOYEE shall not be entitled to vacation pay, retirement benefits, medical insurance, dental insurance, or any other similar employee benefits afforded to regular full-time employees of the CITY. The EMPLOYEE shall be entitled to paid sick leave calculated pursuant to applicable Washington state law. It is anticipated EMPLOYEE shall not work more than an average of eight (8) hours per week during the term of this Agreement.

4. EMPLOYEE SERVICES. EMPLOYEE shall provide building inspector services as authorized by the CITY which may include, but are not limited to the following:

- 4.1. Review building plans and comment on behalf of the CITY;
- 4.2. Issue building permits on behalf of the CITY;
- 4.3. Determine appropriate building permit and plan review fees;
- 4.4. Issue certificates of occupancy;
- 4.5. Make on-site field investigations and inspections;
- 4.6. Converse with the Mayor or his or her designee in person, by phone, and in writing concerning building issues;
- 4.7. Provide assistance to the CITY attorneys as a witness in litigation, if required; and
- 4.8. Provide such other services as may be requested by the CITY.

5. NOT ASSIGNABLE. With respect to services to be provided by the EMPLOYEE to the CITY, the performance of those services is not assignable and EMPLOYEE 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.

6. CITY'S RESPONSIBILITIES. The CITY's responsibilities under this Agreement will include the following:

6.1. Provide to the EMPLOYEE all codes and all other information concerning properties at issue that is within the CITY's control; and

6.2. Compensate, as provided by this Agreement, the EMPLOYEE for services rendered under this Agreement.

7. EMPLOYEE WAGE. The EMPLOYEE shall be paid \$85.00 per hour for performing services pursuant to the terms of this Agreement as requested by the CITY.

In addition, the EMPLOYEE shall be reimbursed for his reasonable travel expenses. Mileage expenses of the EMPLOYEE shall be reimbursed at the then current IRS deductible rate.

8. TIME RECORDS. The time records for the EMPLOYEE'S services shall identify at a minimum the following:

8.1. The date on which the services are provided;

8.2. The time expended to perform the services; and

8.3. A brief description of the services provided.

The EMPLOYEE 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 EMPLOYEE for the services performed by the 15th of the month following the month when the time records were received from the EMPLOYEE.

9. SEVERABILITY. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.

10. ATTORNEY'S FEES. In the event it is necessary for either Party to utilize the services of an attorney to enforce any of the terms of this Agreement, the substantially prevailing Party in any such litigation shall be entitled to an award of its reasonable attorney's fees and costs against the non-substantially prevailing Party.

11. WAIVER OF BREACH. The waiver by either Party of the breach of any provision of this Agreement by the other Party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other Party.

12. 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.

13. AGREEMENT TERMINATION. The CITY or EMPLOYEE may terminate this Agreement by giving ten (10) days' written notice to the other Party for any reason with or without

cause. EMPLOYEE is an "at will" employee of the CITY. In the event of termination, the EMPLOYEE agrees to cooperate reasonably with the Mayor and other City employees and consultants in making available information developed as the result of work previously performed by the EMPLOYEE.

14. INTEREST OF CITY OFFICIALS. No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the terms of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement and the CITY and EMPLOYEE shall take appropriate steps to assure compliance.

15. INTEREST OF EMPLOYEE. The EMPLOYEE covenants that he shall not acquire interest, direct or indirect, in any property that is the subject of the services to be provided by EMPLOYEE under this Agreement.

16. REPORTS AND INFORMATION. The EMPLOYEE, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, and any other matters covered by this Agreement.

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

18. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the CITY and the EMPLOYEE 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 EMPLOYEE. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CITY and EMPLOYEE and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CITY and EMPLOYEE and not for the benefit of any other party.

APPROVED by the City Council of the City of
Cashmere, Washington the ____ day of
_____, 2018:

APPROVED by Employee the ____ day of
_____, 2018:

By: _____
Jim Fletcher, Mayor

By: _____
Frank Spaun

Address for Giving Notices:
City of Cashmere
Attention: Mayor
101 Woodring St
Cashmere, WA 98815
(509)782-3513

Address for Giving Notices:
Frank Spaun
1671 Cross Street
Wenatchee, WA 98801
Phone: _____