

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, OCTOBER 8, 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 September 24, 2018 Regular Council Meeting
- 2. Payroll and Claims Packet Dated October 8, 2018

BUSINESS ITEMS

- 1. Agreement for Emergency Services
- 2. Hazardous Waste Facility Funding

PROGRESS REPORTS

ADJOURNMENT

MINUTES OF THE CASHMERE CITY COUNCIL MEETING MONDAY SEPTEMBER 24, 2018 AT CASHMERE CITY HALL

OPENING

Mayor Jim Fletcher opened the regular City Council meeting at 6:00 p.m. at City Hall. Administrative Assistant, Tammy Miller 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

Chuck Zimmerman, City Attorney

Tammy Miller, Administrative Assistant

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Mayor Fletcher announced that the August Financial Report is on the website.

Cy Sousley reported the Fire Department had been awarded a grant of \$106,000.00 from FEMA. The City will need to contribute a cost match of around \$5300.00 Grant money will go towards the purchase of SCBA packs and additional HUD mask.

Call Outs for the department are up and expected to be over 550 by year end.

Councilor Erickson announced that the Cashmere Canyon Project had submitted a grant proposal to the Washington State Recreation Conservation Funding Board and it looked promising for them.

Mayor Fletcher reported that he had received a request for new street lights on Mission Creek at Meadowsweet and Creekside Streets, and a cross walk installed at Evergreen.

The Corp of Engineers had inspected the levy.

City Hall had calls regarding the noise coming from Louws Truss.

Councilor Pratt commented on the overflowing garbage cans on main street being an eyesore and that garbage is getting blown onto the street.

Council members had various comments regarding the previous meeting with Waste Management. Mayor shared that he was meeting with Tami Yeager on Thursday and would bring back information to the council.

PROCLAMATION

Mayor Fletcher proclaimed September as Childhood Cancer Awareness Month and encouraged

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all citizens and groups to join in activities that will increase awareness and prevention of childhood cancer.

Mayor Fletcher proclaimed October 1^{st} - 6^{th} Public Power Week and urges city residents to join them in celebrating the benefits of locally owned public power.

<u>PUBLIC COMMENT PERIOD - For Items Not on the Agenda</u> No public comments.

APPROVAL OF AGENDA

MOVED by Councilor Scott seconded by Councilor Carlson to approve the agenda as submitted. Motion carried 5-0.

CONSENT AGENDA

Minutes of August 24, 2018 Regular Council Meeting

Claims Packet Dated September 10, 2018

Claims Direct Pay and Checks #39176 through #39203, totaling \$94,839.51

Payroll Direct Deposit and Check #39154 through #39175 totaling \$117,881.94

Claims Packet Dated September 24, 2018

Claims Direct Pay and Checks #39209 through #39227 totaling \$81,233.38

Manual Check #39204, through 39208 not needing prior approval

Set Public Hearing for October 22nd on revenue sources and possible increase in Property tax

Set Public Hearing for November 12th on Preliminary Budget for 2019

Set Public Hearing for November 26th on the Final 2019 Budget

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

Resolution No. 05-2018 Adopting a revised Employee Handbook

Moved by Councilman Scott and seconded by Councilman Smith to adopt Resolution No. 05-2018 Revised Employee Handbook. Motion Passed 5-0

Ordinance No. 1269 Amending and adding provisions to the City Park regulations
Moved by Councilman Scott seconded by Councilman Smith to adopt Ordinance No. 1269
amending chapters 12.24 and 12.32 relating to the use of inflatable play equipment as
presented and directed staff to impose an application fee for Special Use Permits for Bouncy
Houses. Motion Passed 5-0

*The proposed requested rate increase will be addressed when reviewing Resolution 3-2016, Adopting Rates.

Discussion on Goals and Objectives for 2019

The council discussed the following:

- Updating the Comprehensive Use, Vehicle and Capital Investment Plans
- Voting District issues
- Programs for managers on Continuing Education, Team Building and Communications
- An analysis of City sidewalks

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- Signage on sidewalks for bicycles and skateboards
- Updating the City's website
- Complete cleaning of the lagoons

<u>Discussion on Public Engagement Ideas for Cashmere's Future</u>

The following were ideas put forth for consideration:

- Continue with the Community Forums held in January
- City resident's expectations of the Downtown and growth ideas.
- Suggested that the bridge on Chapel/Paton be investigated as a possibility of re-opening
- The approach of the traffic circle from the Aplets bridge be discussed for accessibility and speed issues.

PROGRESS REPORTS

The Mayor reported that Waste Management had reduced their price for dumping of Bio-Solids to \$26.75/ton, which would be approximately \$112,000 to complete the cleanup of the lagoons. He is meeting with Tami Yeager from WM on Thursday to discuss concerns with the agreement for trash pickup and recycling increase.

Request For Proposal (RFP) went out to the City's Small Works Roster on Monday, September 24th for new air conditioner for City Hall. Councilman Scott will review the submitted proposals.

Representatives for the Safe Routes to School grant came and walked the routes submitted for updated and new crossings near our schools with the Mayor.

The Mayor asked the Council to take a look at the city property that is adjacent to Riverside Meadow for future discussions.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 7:10 p.m.

	James Fletcher, Mayor
Attest:	
Tammy Miller, Administrative Assistant	

Staff Summary

Date: Oct 4 2018

To: City Council

From: Jim Fletcher, Mayor

RE: Agreement with Chelan County for Emergency Management

Services including increased fee for services.

Attachment: 2019 Agreement for Emergency Services, Cover letter from Brian Burnet, Sheriff

Attached is an agreement with Chelan County for Emergency Management Services. Joining with the County and other cities enables Cashmere to leverage our contribution to obtain a coordinated effort to respond to natural and other disasters, obtain on a regional basis grants, and have a coordinated communications system. Please review Section II of the agreement for additions services.

Contributions to participate are based on a per capita basis. This contract increases the rate by two cents (\$0.02) per person for year 2019. OFM population for Cashmere is 3,000 people

Staff Recommendation:

MOVE to Approve the agreement authorizing the Mayor to sign



Chelan County Sheriff's Office

Brian Burnett, Sheriff

Law and Justice Bldg ★ 401 Washington Street #1 ★ Wenatchee, WA 98801 Phone: (509) 667-6851 ★ Fax: (509) 667-6860

October 1, 2018

Dear City Partners,

We want to thank you for another successful year of collaboration, cooperation, and preparation and planning for the continuation of our Law Enforcement partnerships. We strive to provide the highest level of service, meeting the needs of our partners, the community, and the visitors to our county.

With the preparations of our own 2019 budget, we have been analyzing the costs for our Emergency Management Division. The 2018 EM rate charged to cities was \$2.72 per capita. While it is never something we look forward to, we do have to look at our rates going forward, and determine what an appropriate rate is for the services provided, for the new budget year. Moving forward, the new per capita rate implemented for 2019 will be \$2.74.

For population numbers on each individual city, we continue to use estimates from the www.ofm.wa.gov website to assist us in our yearly calculations.

We have enclosed your 2019 Emergency Management contract, for your review and signature. Please sign and return, and we will complete signatures on our end, then return a fully executed copy. If you have any questions or concerns, please let me know.

Sincerely,

Brian Burnett

Sheriff

2019 AGREEMENT FOR EMERGENCY SERVICES

This Agreemen	nt entered	into this				_ day of		, 2018	B, by and b	etween the CITY	OF
CASHMERE,	hereafter	referred	to	as	the	Contractee,	and	CHELAN	COUNTY	DEPARTMENT	OF
EMERGENCY MANAGEMENT, hereafter referred to as CHELAN COUNTY.											

I. Purpose

Contractee understands and agrees that Chelan County will provide services to Contractee to develop a comprehensive emergency management plan and program and other emergency operational functions herein described, and as required in Ch. 38.52 RCW.

II. Services to be Provided

Chelan County shall provide the necessary equipment and personnel to establish operational plans and programs in cooperation with the Contractee as follows:

- 1. To provide for continuing compliance with Ch. 38.52 RCW.
- 2. To provide an Emergency Services organization and coordinate the operational and support activities for periods before, during and after an emergency and or disaster.
- 3. To coordinate local Emergency Services planning with the Federal Government, the State of Washington, neighboring counties, military organizations and other support agencies.
- 4. To provide for the effective utilization of resources within, or from outside Contractee to minimize the effects of disaster and to request assistance, as needed, through established emergency services channels.
- 5. To recruit, register and identify personnel and provide for compensation coverage for volunteers who suffer injury or equipment loss as a result of emergency services duty.
- 6. To provide emergency and disaster control assistance and coordination either on-scene or through the emergency operations center.
- 7. To develop a system for warning the general public of Contractee and to provide for information and guidance to the general public.
- 8. To provide, on request, support for emergency operations, such as, hazardous material incidents, major fires and other disasters.
- 9. To perform normal office procedures, correspondence and inventories.
- 10. To coordinate with elected and appointed officials in Contractee.
- 11. To provide for communications systems capable of meeting emergency operational requirements either on-scene or at the emergency operations center.

III. Response to Emergencies

Chelan County shall respond to Contractee emergencies, upon request; from the Mayor or his designee.

IV. Coordination with Contractee's Officials

The Mayor or his designee shall serve as liaison and consultant for operational functions between Chelan County and Contractee in performance of the contract. All financial commitments and contract agreements shall be approved by the city council of Cashmere and the Board of Chelan County Commissioners.

V. Annual Program

Chelan County and Contractee shall develop an annual program and activity schedule which outlines the basic projects and responsibilities each entity has agreed to accomplish during a given time period.

VI. Hold Harmless

Each party shall be legally responsible for the actions of their individual employees and each party shall be solely responsible for meeting all statutory responsibilities of their jurisdiction; provided Contractee agrees to indemnify, defend and hold harmless Chelan County from any legal action arising out of Chelan County's assumption of statutory responsibilities for Contractee by virtue of this contract, unless caused by Chelan County's negligence or breach of this agreement.

Chelan County agrees to indemnify, defend and hold harmless the Contractee from action arising out of Chelan County's negligence or breach of this agreement. Contractee agrees to indemnify, defend and hold harmless Chelan County from action arising out of Contractee's negligence or breach of this agreement.

VII. Cost Basis for Services

On an annual basis, Chelan County will establish the total cost of county Emergency Management Services provided in the prior year. Utilizing the estimated populations of cities, counties, and towns population data from the State of Washington Office of Financial Management Forecasting Division, (www.ofm.wa.gov), per capita costs of Emergency Management Services costs will be established. This per capita cost of services will be used as the basis for establishing payments for services.

VIII. Payment for Services

Contractee shall pay to Chelan County the sum of eight thousand one hundred eighteen dollars and zero cents (\$8480.30) for services to be provided during the period from January 1 to December 31, 2019, payable in four equal installments of two thousand one hundred twenty dollars and eight cents (\$2120.08), due at the end of the first month of each calendar quarter.

IX. Term

This contract expires at midnight, December 31, 2019. Both parties agree to renegotiate this contract for continuation of services, unless terminated by either party by giving written notice to the other party 120 days prior to the expiration date of this contract.

X. Administration

No new or separate legal or administrative entity is created by this agreement and no real or personal property will be acquired pursuant to this agreement. This agreement will be administered by the participating jurisdictions.

XI. Nondiscrimination

There shall be no discrimination against any employee who is paid by funds through this agreement or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited, to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay, or other forms of compensation, and selection for training.

XII. Amendments

This agreement may only be modified by a written agreement signed by the parties' legislative authorities.

XIII. Waiver

The failure of a party to insist upon strict adherence to or performance of any provision of this agreement on any occasion shall not be considered a waiver nor shall it deprive that party of the right thereafter to enforce performance of or adherence to that provision or any other provision of this agreement.

XIV. Governing Law

This agreement shall be construed under Washington law.

XV. Severability

If any term, provision, or condition of this agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

XVI. Recording

This agreement shall be filed with the county auditor or, alternatively, listed by subject on the parties' public websites or other electronically retrievable public source.

IN WITNESS THEREOF; Chelan County and Contractee have executed this agreement as of the date and year written below.

DATED at Wenatchee,	Washington this	day of	, 2018
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BOARD OF CHELAN COUNTY COMMISSIONERS

	KEITH W. GOEHNER, CHAIRMAN
	DOUG ENGLAND, COMMISSIONER
ATTEST: JACINDA RUBLAITUS	KEVIN OVERBAY, COMMISSIONER
Clerk of the Board	
CITY OF CASHMERE MAYOR:	
	ATTEST:
JIM FLETCHER	City Clerk
DIRECTOR CHELAN COUNTY EM	IERGENCY MANAGEMENT:
SHERIFF BRIAN BURNETT	

Staff Summary

Date: Oct 4, 2018

To: City Council

From: Jim Fletcher, Mayor

RE: Moderate Risk Wates Disposal Facility.

Attach letter from County, project budget

Attached for your consideration is a request for funding to complete construction of a Moderate Risk Waste facility, also known as household hazardous waste. The total project budget includes local matching contributions from the county and cities for \$125,000. Construction budget is still short about \$89,000. City of Cashmere is asked to pledge a onetime contribution funds based on population (population about 3,000) estimated to be between \$10,000 and \$12,000.

As stated in the attached, funding is requested so construction can be completed before the grant from Dept of Commerce expires in June 2019.

A facility to handle household hazardous waste is included in Chelan County' Solid Waste Management Plan adopted in 2017 and prepared with participation by elected officials from each city, public and business interests.

Staff Recommendation:

A consensus to pledge an appropriation in Cashmere's 2019 budget. Final amount to be determined in the City's budget process.

CHAN COUNTY

CHELAN COUNTY

DEPARTMENT OF PUBLIC WORKS
316 WASHINGTON STREET
SUITE 402
WENATCHEE, WASHINGTON 98801
TELEPHONE 509/667-6415

ERIC P. PIERSON, PE DIRECTOR/COUNTY ENGINEER

October 2, 2018

Jim Fletcher City of Cashmere 101 Woodring Street Cashmere, WA 98815

RE:

Increased Financial Need for Project

Dear Mayor Fletcher:

The decision to pursue the development of the Moderate Risk Waste facility came as a consensus in 2012 from our Solid Waste Council, consisting of all the cities and the county. We were under the impression that the state ecology funds would be consistent throughout the three phases of construction, but funds were reduced unexpectantly by the state, and the delays have increased costs. We are in our final construction phase, with plans to operate in 2019. The latest bids have come in higher than anticipated. The cost not to finish the project at this time will cost more to our citizens and the environment. This is why we are compelled to request additional funds for this one time capital project.

The lack of disposal options for residents to dispose of their household hazardous waste (such as old gasoline, stains, solvents and pesticides) is a solution we are close to resolving. The development of the disposal facility for hazardous waste is \$300,000 short of being completed. With the state grant from the Department of Commerce ending June of 2019, we are pressed to request the cities and the county to consider budgeting an equitable one time contribution. Approximate range for the city is \$10,000 – \$12,000 based on population as per your current contribution. Please keep in mind that our typical annual one day collection events have cost \$85,000. At this time, the additional cost of construction will be more cost effective than the alternative, once a year one day events, and will be operated more cost efficiently, as well as convenient for residents.

We are pursuing other alternatives for the final funds, including a request to the State Department of Ecology, and if that comes to pass, we may not need to utilize your one time additional financial support or it may be less. However, a consensus for financial support in the range provided will allow us to know if all the cities support and ability to award construction and give you an opportune time to set a placeholder in your budgets.

With budget time upon us, and the urgency of the award for the final construction, we hope that the cities are willing to support this essential project.

Sincerely,

cc:

ERIC PIERSON P.E. Director/County Engineer BRENDA BLANCHFIELD Solid Waste Coordinator

Chelan County Board of County Commissioners

MRW Budget 2018-2019

2018

I. <u>Construction Expenses</u> : October – December 2018			
Construction Bid of \$1,141,000.			
Estimated 35% completed during 2018 Tax Staff and testing	\$342,300. 28,753. 	_	\$388,053.
II. <u>Revenue:</u>			
SW Planning 403 fund balance estimate and 2018 city/co. contributions Department of Ecology Chelan County Surface & Stormwater Department of Commerce	215,000 68,328. 92,000. 77,725.		
2010		+	\$388,053.
2019I. <u>Construction Expenses</u>: January – June 2019			
Estimate 65% completed during this period. Tax Staff and testing	741,650. 62,299. 22,000.		6025.040
II. Revenue:		· -	\$825,949.
Department of Commerce 2019 City and County contributions (Dispersed quarterly – need early and/or additional of County Haulers Fee Resolution	461,595. 125,000. dispersal?) <u>150,000.</u>		
(County's increased contribution with passage of Resolution)		+	736,595.
2019 July – December 2019 I. Operation Expenses:			
Staff wages & benefits Supplies & equip. Disposal est. 191 Tons HW	102,000. 118,200. 148,980.		
) <u></u>	369,180.
II. Revenue: Department of Ecology allocation(requires 25% match			
Tipping fee \$20. Per vehicle (estim. 6084) (\$ available as operations commence)	,121,680.	+	\$369,180.

Prepared 10/1/2018