



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 14, 2019 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 23, 2019 Regular Council Meeting
2. Payroll and Claims Packet Dated October 14, 2019

BUSINESS ITEMS

1. 2020 Agreement for Emergency Services
2. 2020 Prosecution Services Agreement
3. River Street Property Monthly Rental Agreement
4. Reject all bids on the Streetlight Rewiring Project
5. Updated Cost Estimate for TIB grant funds for the LED Streetlight Conversion Project
6. Budget Workshop

PROGRESS REPORTS

ADJOURNMENT

Tour Fire Station with Cy Sousley

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY SEPTEMBER 23, 2019 AT CASHMERE CITY HALL

OPENING

Mayor Jim Fletcher opened the regular City Council meeting at 6:00 p.m. at City Hall. Tammy Miller took minutes.

ATTENDANCE

Present

Not Present

Mayor: Jim Fletcher

Council: Daniel Scott
Chris Carlson

Kameon Smith
Derrick Pratt

Dave Erickson

Staff:

Tammy Miller, Administrative Assistant
Steve Croci, Director of Operations

FLAG SALUTE

EXCUSED ABSENCE

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

ANNOUNCEMENTS & INFORMATION

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

Thadeus McRae, 4354 Anna Lane, Wenatchee, discussed a claim that he filed with WCIA, that was denied.

APPROVAL OF AGENDA

Mayor Fletcher amended the agenda by removing Item #1 Change Order No.1 on the Chapel Street Project.

MOVED by Counselor Erickson and seconded by Councilor Smith to approve the amended agenda, removal of Item #1 Change Order No.1 on the Chapel Street Project. Motion carried 4-0.

CONSENT AGENDA

Minutes of September 9, 2019 Regular Council Meeting
Payroll and Claims Packet dated September 23, 2019

Claims Direct Pay and Check #39989, and #40013 totaling \$144,464.36

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

WELL 10 REHAB BID AWARD

MOVED by Councilor Carlson and seconded by Councilor Smith to reject all bids for Well 10 for non-response. Motion carried 4-0.

WORKSHOP

The Council discussed various capital purchases and projects for the upcoming year and costs associated with such. Suggestions were given for substitutions of equipment and budget amounts the Council felt were fair. The comments will be taken into consideration for the 2020 Budget.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 7:30 p.m.

James Fletcher, Mayor

Attest:

Tammy Miller, Administrative Assistant



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

September 10, 2019

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 2020 budget, we have been analyzing the costs for our Emergency Management Division. The 2019 EM rate charged to cities was \$2.74 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 2020 will be \$2.93. Please note that for this year we reduced the total of the Small Tools & Minor equipment line by \$21,283 due to the Sheriff's Office receiving reimbursement of this amount through our Title III grant for the purchase of qualifying equipment.

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 2020 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

Integrity ★ Teamwork ★ Excellence

Jason Mathews
Undersheriff

★ **Jason Reinfeld** ★
Chief of Special Operations

★ **Rick Johnson** ★
Chief of Patrol

★ **Kim Oglesbee** ★
Chief Civil Deputy

★ **Jan Brincat** ★
Executive Assistant

EMERGENCY MANAGEMENT

EXPENSES:

Sergeant II	Sisson, Kent	\$ 104,113
Program Specialist	Hogan, Diana	\$ 45,588
Program Specialist II	Magnussen, Rich	\$ 71,046
Program Specialist	Smoke, Stan	\$ 30,300
Supplemental Pay		\$ 2,242
Extra Help-Helicopter Pilots/Mechanic		\$ 18,000
Overtime		\$ 25,000
Holiday Pay		\$ 2,000
Education Pay Incentive		\$ 1,200
Social Security		\$ 19,205
Retirement		\$ 13,406
Medical-Dental-Life		\$ 58,000
Labor & Industries		\$ 4,460
Unemployment Compensation		\$ 502
Clothing Allowance		\$ 1,600
Operating Supplies		\$ 1,445
Small Tools & Minor Equipment		\$ 34,291
Computers/Supplies		\$ 5,229
Travel		\$ 8,612
Operating Rentals & Leases		\$ 16,761
Repairs/Maintenance		\$ 12,156
Helicopter Maintenance		\$ 15,635
Miscellaneous		\$ 135
Education/Registration		\$ 12,250
Total Expenses		\$ 503,175
Less Grant Funding-EMA grant		\$ 43,357
Total		\$ 459,818

Populations: (2019 per OFM)			2020 Cost
All of Chelan County	78420		
Cashmere	3100	\$	9,083.00
Chelan	4265	\$	12,496.45
Entiat	1255	\$	3,677.15
Leavenworth	2040	\$	5,977.20
Wenatchee	34650	\$	101,524.50

Per Capita Cost:	Budget costs	\$ 459,818
	Divided by pop.	78420
		<u>\$ 5.86</u>
	50% disc	\$ 2.93

2020 AGREEMENT FOR EMERGENCY SERVICES

This Agreement entered into this _____ day of _____, 2019, by and between 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 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 nine thousand eighty-three dollars and zero cents (\$9083.00) for services to be provided during the period from January 1 to December 31, 2020, payable in four equal installments of two thousand two hundred seventy dollar and zero cents (\$2270.75), due at the end of the first month of each calendar quarter.

IX. Term

This contract expires at midnight, December 31, 2020. 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 _____, 2019.

BOARD OF CHELAN COUNTY COMMISSIONERS

KEVIN OVERBAY, CHAIRMAN

DOUG ENGLAND, COMMISSIONER

BOB BUGERT, COMMISSIONER

ATTEST: CARLYE BAITY

Clerk of the Board

CITY OF CASHMERE MAYOR:

JIM FLETCHER

ATTEST: _____
City Clerk

DIRECTOR CHELAN COUNTY EMERGENCY MANAGEMENT:

SHERIFF BRIAN BURNETT

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3 PROSECUTION SERVICE AGREEMENT
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5 THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by
6 and between the County of Chelan, a legal subdivision of the State of Washington, hereinafter
7 referred to as the "County" and the City of Cashmere, a municipal corporation of the State of
8 Washington, hereinafter referred to as the "City".

9 WITNESSETH:

10 WHEREAS, the City is desirous of contracting with the County for the performance of the
11 hereinafter described prosecution services for cases arising within its boundaries by the County
12 of Chelan through the Prosecuting Attorney thereof, and,

13 WHEREAS, the County of Chelan through the Prosecuting Attorney is agreeable to
14 rendering such services on terms and conditions hereinafter set forth, and,

15 WHEREAS, such contracts are authorized and provided for by the provisions of Chapter
16 39.34 RCW;

17 NOW, THEREFORE, it is agreed as follows:

18 1. The County agrees, by and through its Prosecuting Attorney, to provide
19 prosecution services for misdemeanor and gross misdemeanor cases filed in District Court and
20 arising within the corporate limits of the City.

21 Such services shall encompass the duties and functions of the type coming within the
22 jurisdiction of and customarily rendered by the Prosecuting Attorney of the County under the
23 laws of the State of Washington.
24
25

1 2. The rendition of such services, the standards of performance, the discipline of
2 attorneys and other matters incident to the performance of such services and the control of
3 personnel so employed shall remain in the county Prosecuting Attorney.

4 3. The County shall furnish and supply all necessary personnel, supervision,
5 equipment, supplies and support staff necessary to maintain the level of service to be rendered
6 hereunder, and shall pay all salaries and employee benefits and other costs in connection
7 therewith.

8 4. The fee for prosecution services is to be computed at the rate of \$250.00 per case
9 based upon the total cases handled by the Prosecuting Attorney's Office for the City for the last
10 four months of the preceding year and the first eight months of the current year.

11 5. For 2020 prosecution services the City shall pay to the County \$13,750.00 (55 total
12 cases at \$250.00 per case) for said prosecution services to be paid in quarterly installments of
13 \$3,437.50; each installment payable in advance on or before the fifteenth day of each quarter.
14 Said payment shall be credited in full as revenue to the Prosecuting Attorney's Office in the
15 Chelan County budget.

16 6. For purposes of computing case statistics, a case shall be attributed to the City
17 based upon the arresting officer's coding of the citation indicating an offense occurred with the
18 corporate limits of the City.

19 7. Upon the City's failure to make payment within 30 days, Chelan County shall be
20 entitled to include interest at 12% per annum on the unpaid balance.

21 8. All persons employed in the performance of such services and functions pursuant
22 to this Agreement for said City shall be County employees and no City employee, as such, shall
23 be taken over by the said County.

1 9. The City shall not be liable for compensation or indemnity to any County employee
2 for injury or sickness arising out of his employment, or by reasons of the performance of any of
3 the services provided for herein. The County indemnifies the City against any loss or expense
4 by reason of injury or sickness compensation or indemnity arising out of employment of any
5 County personnel serving the City hereunder.

6 10. Unless sooner terminated as provided for herein, this Agreement shall take effect
7 on the 1st day of January, 2020 and shall terminate on the 31st day of December, 2020.

8 11. Either party may renew this Agreement upon the same terms and conditions for
9 another year upon giving notice in writing of its intention to renew on or before September first of
10 each year, except the consideration under this Agreement shall be negotiable, the renewal shall
11 be effective unless the other party notifies the first party in writing on or before September
12 fifteenth of its refusal to renew.

13 IN WITNESS WHEREOF, the City of Cashmere by Resolution duly appointed by its
14 Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the
15 County of Chelan by Resolution of its Board of County Commissioners has caused these
16 present to be subscribed by said Board of County Commissioners and the seal of said Board to
17 be affixed thereto and attested by the Clerk of said Board, all on the day and year first above
18 written.

19
20 CITY OF CASHMERE

21
22 By: _____
 Mayor

23
24 ATTEST: _____
 Clerk

1 BOARD OF CHELAN COUNTY COMMISSIONERS

2

3

4 _____
Kevin Overbay, Chairman

5

6 _____
Doug England, Commissioner

7

8 _____
Bob Bugert, Commissioner

9

10 ATTEST: Carlye Baity

11

12 _____
Clerk of the Board

13 APPROVED:

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15 _____
Douglas J. Shae
Chelan County Prosecuting Attorney

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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 Four Hundred Dollars (\$400) 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. Unpaid rent for months preceding and including October, 2019 shall be paid on or before October 31, 2019 and if paid by said date shall be considered timely paid.

11. The monthly rent payment amount shall increase by four percent (4%) effective with the monthly rent payment due July 1, 2020 and shall increase by four percent (4%) on each subsequent July 1 while this Rental Agreement remains in effect.

12. 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.

13. This Rental Agreement shall commence on July 1, 2019. 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.

14. 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.

15. 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.

16. 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 2 day of October, 2019.

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

By 

GLENN JOHNSON, SUPERINTENDENT

By _____

JIM FLETCHER, MAYOR

Staff Summary

Date: 10/11/19
To: City Council
From: Steve Croci
RE: Transportation Improvement Board – Street Light Grant

The Transportation Improvement Board (TIB) provided a grant to install LED streetlight. During the project TIB provided approval to add 120 additional city owned lights at the cost of \$57,676.32, and agreed to pay \$30,000 to address wiring and streetlight repairs. Paperwork needs to be signed to accept the funds.

Staff Recommendation:

MOVE to select accept funds and authorize Mayor to sign documents.



Transportation Improvement Board
Updated Cost Estimate

Form generated on 11 Oct 2019

Agency **CASHMERE**

TIB Project No **S-E-847(001)-1**

Project Name **LED Streetlight Conversion - Chelan County PUD**

CONTRACT COMPLETION
 Submit form to initiate Final Settlement with TIB

Current TIB Commitment
\$328,053

TOTAL COST ESTIMATE AT CONTRACT COMPLETION

DESIGN PHASE		CONSTRUCTION PHASE		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
0	0	0	0	415,729
Phase Total		Phase Total		415,729
		Total Project Cost		415,729

Include a cost break down of **Construction Other costs**

DETERMINATION OF ELIGIBLE COST

Enter the current estimated totals for Landscaping and Other Noneligible Cost					
Engineering Over 20 Percent	Other Noneligible Cost	Total Landscaping Cost	Allowable Landscaping	Noneligible Landscaping	Total Noneligible Cost
0	0	0	0	0	0
Total Eligible Project Cost					415,729

Include a cost breakdown of Other Noneligible costs

Change in Eligible Total Project Cost (Total Eligible Project Cost - Previous Phase Eligible Cost) **87,676**

Calculated total TIB funds **377,261**

The maximum allowable TIB administrative increase cannot exceed \$49,208
Enter 49,208 in Requested Change cell

Requested Change **87,676**

Requested total TIB funds **415,729**

Enter explanation for the change in Total Project Cost in the space below

TIB gave approval for adding city owned lights to the contract. In addition, TIB agreed to cover up to \$30K in wiring and street light repair.

Based on the cost information shown above, the agency requests a TIB fund increase in the amount of \$87,676
INCREASE EXCEEDS MAXIMUM ALLOWABLE REQUEST by \$38,468

