



City of Cashmere

101 Woodring Street
Cashmere, WA 98815
Ph (509) 782-3513 Fax (509) 782-2840
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CASHMERE CITY COUNCIL MEETING
MONDAY, FEBRUARY 10, 2020 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 January 27, 2020 Regular Council Meeting
2. Payroll and Claims Packet Dated February 10, 2020

BUSINESS ITEMS

1. Lease Agreement with Chelan PUD for property east of and adjacent to the Mulching Center
2. 2020 Surplus List
3. Workshop for Land Use Planning

PROGRESS REPORTS

ADJOURNMENT

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR AND STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS
Americans with Disabilities Act (ADA) accommodations provided upon request (48-hour notice required)

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY JANUARY 27, 2020 AT CASHMERE CITY HALL

OPENING

Mayor Jim Fletcher opened the regular City Council meeting at 6:00 p.m. at City Hall. City Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

Present

Not Present

Mayor: Jim Fletcher

Council: Daniel Scott
Chris Carlson
Dave Erickson
Jayne Stephenson
Derrick Pratt

Staff: Kay Jones, City Clerk-Treasurer
Steve Croci, Director of Operations

Chuck Zimmerman, City Attorney

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Councilor Erickson reported that he attended the first trail meeting. The following entities and organizations are at the table working together to develop a Comprehensive Trails Plan for Chelan County; Cities of Wenatchee and Cashmere, Chelan County, Transportation Council, Land Trust, Forest Service and the Wenatchee Valley Tread. The purpose is to inventory all the trails in the county, motorized trails, non-motorized trails and the various types and uses. Dave Erickson represents both Wenatchee and Cashmere at the trail meetings.

Councilor Scott reported that the Goodwin Bridge project bid opening is February 4th. Due to the Bridge project, Chelan County PUD will be working on relocating powerlines. Information on the project and location of the powerlines being relocated will be available at City Hall.

The PUD has asked to use the Mulching Center as a staging area for the project. An agreement will be presented to Council at a later meeting for approval.

Mayor Fletcher will be traveling to Olympia in the morning to meet and speak with the Legislators on City matters.

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

No comments from the public.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of January 13, 2020 Regular Council Meeting

Payroll and Claims Packet dated December 31, 2019 Year End Closure

Claims Direct Pay and Check #40218 through #40245 totaling \$166,765.04

Payroll and Claims Packet dated January 27, 2020

Claims Direct Pay and Check #40246 through #40279 totaling \$286,288.68

Affirm Mayor's appointment of Paul Nelson to the Planning Commission

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

ORDINANCE NO. 1287 REPEALING ORDINANCE NO. 1286 DESIGNATING THE WENATCHEE WORLD AS THE OFFICIAL NEWSPAPER OF THE CITY

Bill Forhan, owner of the Cashmere Valley Record, spoke to the Council on the trickle-down affect it would have on his business if the City changed their official newspaper to the Wenatchee World. It wasn't about losing the City's account, it was all the accounts he would lose if his paper was not the designated official newspaper. He also believed it would hurt the City of Cashmere if they did not stay with the local newspaper.

Mayor Fletcher apologized to Bill Forhan, for not communicating with him prior to the subject of designating an official newspaper came before the City Council. The goal behind the decision to change the official newspaper was to get the legal publications out faster, meeting our publication requirements in a shorter amount of time. Even if the notices go online, the publication requirements start when the notice is printed in the official paper of record.

The Mayor recommended approval of Ordinance No. 1287 repealing Ordinance No. 1286 that designated the Wenatchee World as the official newspaper of the City. Approving the proposed ordinance would reset the Cashmere Valley Record as the official newspaper for the City. The City can then go through the proper bidding process to look at not only cost but timeline for publication.

MOVED by Councilor Pratt and seconded by Councilor Erickson to approve Ordinance No. 1287 Repealing Ordinance No. 1286 and affirming continuation of the Cashmere Valley record as the official newspaper of the City. Motion carried 5-0.

RESOLUTION NO. 01-2020 ADDING THE MAYOR AND CLERK-TREASURER TO THE CITY CELL PHONE POLICY

Under the current cell phone policy, the Fire Chief and the Director of Operations receive a monthly stipend of twenty dollars to use their personal cell phone for City business. The proposed resolution adds the Mayor and Clerk-Treasurer to the policy.

MOVED by Councilor Erickson and seconded by Councilor Carlson to approve Resolution No. 01-2020 adding the Mayor and Clerk-Treasurer to the City Cell Phone Policy. Motion carried 5-0.

PROGRESS REPORTS

Director Croci gave an update on the Sherman Reservoir Roof project and informed the Council that they are looking at painting the outside of the reservoir when the roof project is complete.

Mayor Fletcher informed the Council that the Port District has approved a \$15,000 grant for engineering for water and wastewater to be brought to the vacant property on Railroad Avenue and a \$20,000 grant to study the Lagoon property for economic development.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:45 p.m.

James Fletcher, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

CITY OF CASHMERE
PLANNING COMMITTEE

1/1/2020

<u>Position</u>	<u>Planning Commission</u>	<u>Appointed</u>	<u>4 Yr. Term Expires</u>
#1	Charlie Cruickshank 102 Minor Ct. 509-782-3527 (H) crcruickshank@hotmail.com	1/28/19	12/31/21
#2	Matthew Walgren 5661 Pioneer Ave 509-470-0554 (C) matthewwalgren@live.com	1/1/18	12/31/21
#3	Vacant		12/31/21
#4	Rick Shorett - Chairman P.O. Box 655 Cashmere, WA. 98815 509-860-2778 (C) shoretr@gmail.com	1/1/16	12/31/19
#5	Kirk Esmond 113 Mission View Pl. PO Box 138 509-699-0254 (C) kirk@kirkesmond.com	1/1/2020	12/31/23
#6	Vacant		12/31/23
#7	Maureen Lewison 116 W. Pleasant Ave maureenlewison@gmail.com	1/1/20	12/31/23
	Steve Croci – Director of Operations 782-3513 (O) 860-8560 (C) steve@cityofcashmere.org		
	Jim Fletcher – Mayor 782-3513 (O) 860-8560 (C) mayor@cityofcashmere.org		

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made by and between the City of Cashmere, a Washington municipal corporation (the "City"), and Chelan County Public Utilities District No. 1, a Washington municipal corporation (the "PUD"). The City and PUD may be referred to herein individually as a "Party" or collectively as the "Parties." The Parties hereby agree as follows:

1. **Premises.** The real property leased by the City to the PUD shall consist of the area of land on Hagman Road, east of and adjacent to the City's mulching center identified as the "Proposed Lay Down and Construction Staging Area" in the map attached as Exhibit "A" and incorporated herein by this reference (the "Premises").
2. **Lease Term.** The term of this Agreement shall be from February 1, 2020 to November 31, 2020 (the "Lease Term") and may be extended, in writing, by mutual agreement of the Parties.
3. **Consideration.** In addition to the PUD Payment provided for below herein, consideration for the lease of the Premises by the City to the PUD shall be in the form of the use of the Premises made by the PUD as further defined below herein. The City finds that the use of the Premises for the purposes described below herein provides benefit to the City and its citizens by facilitating the improvement of power facilities that provide electricity to the City. This benefit and PUD Payment are roughly approximate in value to the reasonable monthly rental payments the City could charge to a third party to rent the Premises.
4. **Use of Premises.** The PUD shall use the Premises as a construction staging area for PUD equipment, transmission poles, hardware, and PUD contractor/subcontractor equipment in order to facilitate the PUD's work prior to the Washington State Department of Transportation Goodwin Bridge replacement construction project.
5. **Security.** The PUD shall provide its own security for the Premises and understands that the City does not guarantee the safety or security of PUD property or PUD contractor/subcontractor property. The City will work with the PUD to agree on a uniform method of access to the Premises through the gate across Hagman road.
6. **Interference.** The City's use of the mulching center shall continue during the Lease Term. The PUD agrees not to interfere with the City's use of the mulching center and Hagman Road during the Lease Term and any extension.
7. **Premises Condition.** The PUD accepts the Premises "as is" and agrees to maintain the Premises in its present condition during the Lease Term. At the end of the Lease Term and any extension, or upon termination of this Agreement by either Party, the PUD agrees to remove and clear the Premises of all PUD and PUD contractor/subcontractor equipment and hardware. If the Premises are damaged by the PUD, its employees, officers, contractors, subcontractors, invitees, and/or agents, the PUD shall repair the Premises to the condition the Premises were in as of the Effective Date of this Agreement.

8. **Termination.** This Agreement may be cancelled by the PUD on thirty (30) days written notice upon determination the use of the Premises are not required. Notwithstanding the above, in the event permits are required, the PUD may elect to terminate the Agreement.
9. **Alterations to Premises.** The PUD shall make no alterations to the Premises unless specifically provided written permission to do so by the City. Any alterations to the Premises shall immediately become the property of the City, unless otherwise agreed by the City and the PUD at the time the alterations are approved by the City.
10. **Permits.** If the City or another permitting authority determines there is a legal requirement to obtain a permit prior to the PUD use of the Premises for the purposes provided in this Agreement, the PUD shall apply for and pay all of the costs to obtain any such permit(s) and the City will cooperate with the PUD in its efforts to obtain any such permit(s). The City has made the initial determination that the temporary nature of the intended use of the Premises for storage by the PUD and its contractors does not require the PUD or its contractors to obtain a Shoreline Substantial Development Permit. The City reserves the right to change this initial decision depending on the position taken by other agencies, including the State of Washington Department of Ecology.
11. **Assignment of Lease.** The PUD shall not assign or sublease the Premises or use or occupy the Premises for any purposes other than those identified in this Agreement. The PUD is specifically granted permission to permit its contractors and subcontractors to use the Premises during the Lease Term and any extension.
12. **Notices.** Notices under this Agreement shall be in writing and shall be hand delivered or sent by First Class U. S. Mail to the last known address of the Party to whom the notice is to be given, as designated by such Party in writing. The City and PUD hereby designate their addresses as follows:

City of Cashmere	Chelan County Public Utilities District No. 1
Attn: Director of Operations	Attn: Manager Real Estate and Permitting
101 Woodring Street	PO Box 1231
Cashmere, WA 98815	Wenatchee, WA 98807
Phone: (509) 782-3513	Phone: (509) 661-4240
13. **Indemnification.** The PUD agrees to indemnify, defend, and hold harmless the City from and against any and all claims that may occur as a result of the use of the Premise by the PUD, its contractors and subcontractors, unless a claim is caused by the sole negligence of the City.
14. **PUD Payment.** The PUD shall reimburse the City for the City's costs incurred to prepare this Agreement up to one thousand dollars (\$1,000).
15. **Default.** Any material violation by the PUD or its contractors or subcontractors of any provision of this Agreement shall be considered a default and subject the Agreement to immediate termination by the City.

16. Effective Date. The Effective Date of this Agreement shall be the date it is signed by the City Mayor.

[remainder of page left intentionally blank]

17. Authority. The individuals signing below are authorized to bind the respective Parties to the terms of this Agreement.

Approved by the City of Cashmere
Washington at an Open Public Meeting
on the ___ day of _____, 2020.

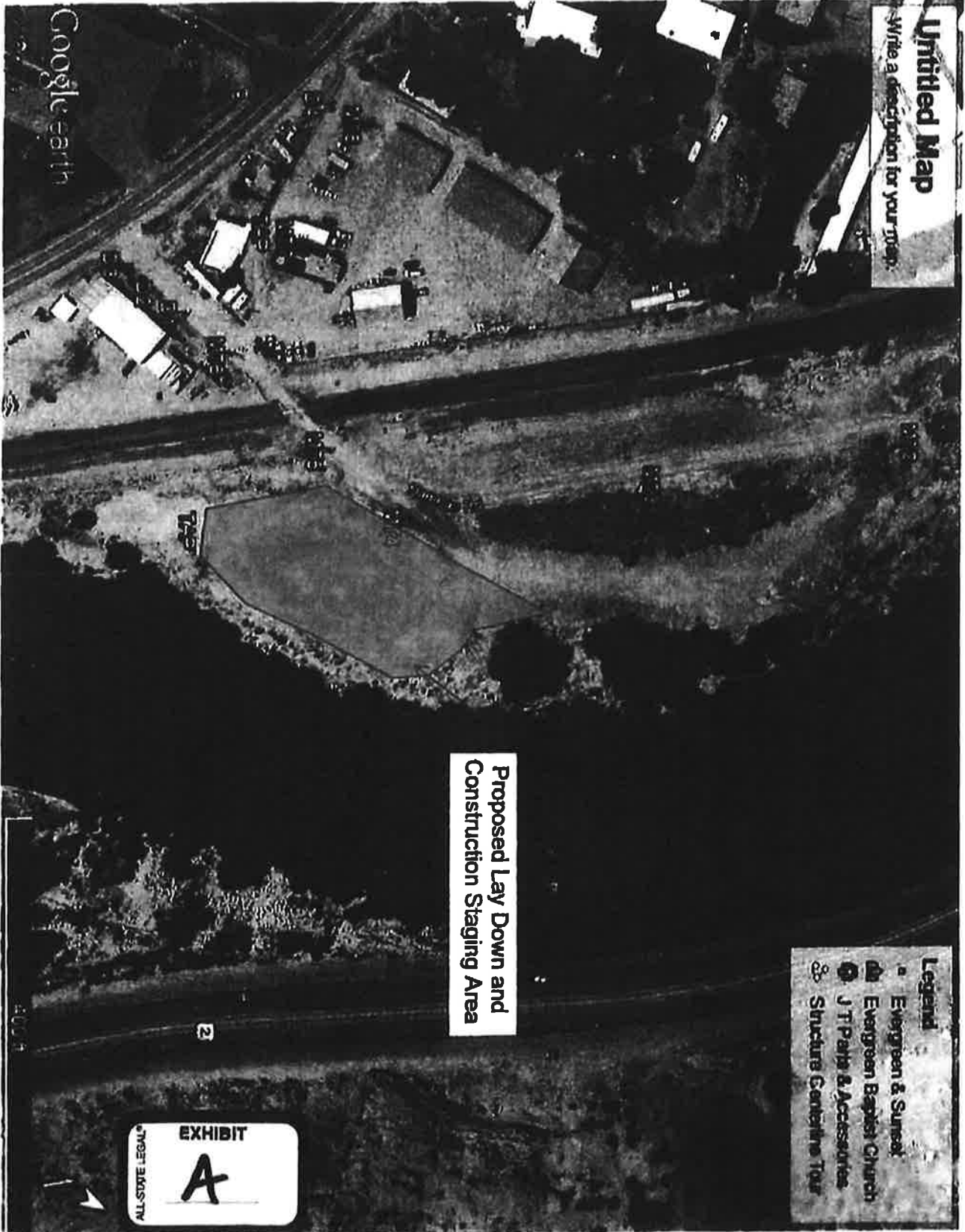
By: _____
Jim Fletcher, Mayor

Approved by the Chelan County Public
Utilities District No. 1
the 31st day of JANUARY, 2020.

By:  _____
Daniel Frazier
Director, Shared Services

Untitled Map

Write a description for your map.



Proposed Lay Down and Construction Staging Area

- Legend
- Evergreen & Sunset
 - ⛐ Evergreen Baptist Church
 - ⊙ J T Patis & Associates
 - ⊛ Structure Centerline Tour

EXHIBIT
A
ALL-SOYTE LEGAL

Google earth

2020 SURPLUS EQUIPMENT

All equipment defined as a fixed asset that has been replaced but may have value shall be added to the surplus list and presented to the City Council for approval of sale.

Declare surplus

Office desk with rams head
Small vintage wood desk

Declare the following vehicles and heavy equipment surplus, as soon as the replacement equipment has arrived.

1991 Caterpillar Backhoe #416
1997 GMC 1-ton Dump Truck #560
1997 GMC -3/4 ton Truck #550
2003 Chevy Dump Truck #465

Declare the following pump and air conditioners surplus as soon as Sherman Reservoir project is completed and the the HVAC project is completed.

Temporary pump at Sherman Reservoir
Air Conditioner at the headworks mechanical room
Air Conditioner at the at the solids processing mechanical room

Presented to Council for surplus on: **February 10, 2020**