



City of Cashmere

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CASHMERE CITY COUNCIL MEETING
MONDAY, FEBRUARY 22, 2021 6:00 P.M., CITY HALL

DUE TO THE COVID-19 PANDEMIC AND THE GOVERNOR'S PHASE II RESTRICTONS; THE PUBLIC IS REQUIRED TO CALL IN TO PARTICIPATE IN THE CITY COUNCIL MEETING. PLEASE CALL IN 5 MINUTES PRIOR TO MEETING.

To Join the Meeting Go To <https://zoom.us>
Meeting ID: 882 719 9871 Passcode: 788276
Audio Only: PH# 1-(253)-215-8782

AGENDA

CALL TO ORDER

ROLL CALL

ANNOUNCEMENTS

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of February 8, 2021 Regular Council Meeting by Digital Conference
2. Payroll and Claims Packet Dated February 22, 2021

BUSINESS ITEMS

1. Joint City Council and Planning Commission Meeting
2. Termination of Cashmere Riverside Center Lease Agreement
3. Interlocal Agreement for Sunset Highway Improvements - SEPA Lead Agency Agreement

PROGRESS REPORTS

ADJOURNMENT

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY FEBRUARY 8, 2021 AT CASHMERE CITY HALL – DIGITAL CONFERENCE

OPENING

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

Now for the roll call of the council members to document attendance. Please respond with an acknowledgment of your presence when your name is called.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jim Fletcher	
Council:	Daniel Scott - digital Chris Carlson - digital Dave Erickson - digital Jayne Stephenson - digital Derrick Pratt - digital	
Staff:	Kay Jones, Clerk-Treasurer - digital Steve Croci, Director of Operations Chuck Zimmerman, City Attorney - digital	
Public:	Kirk Beckendorf, Cashmere Valley Record – digital Clayton Anderson, RH2 Engineering - digital John Plotz, resident - digital	

EXECUTIVE SESSION – RCW 42.30.110(1)(i) to Discuss Potential Litigation

At 6:01 p.m. Mayor Fletcher entered into an executive session to discuss potential litigation for approximately twenty minutes. The Mayor locked the zoom meeting.

Mayor Fletcher closed the executive session at 6:18 p.m. and unlocked the zoom meeting for the public.

Mayor Fletcher reconvened the regular session at 6:20 p.m.

ANNOUCEMENTS

Mayor Fletcher announced that the bond pricing was scheduled to take place Wednesday morning.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of January 25, 2021 Regular Council Meeting by Digital Conference
Payroll and Claims Packet Dated February 8, 2021

Claims Direct Pay and Check #40993 through #41017 totaling \$43,967.93

Payroll Direct Pay and Check #40991 through #40992 totaling \$100,751.92

Manual Checks #40990 not needing prior approval

MOVED by Councilor Erickson and seconded by Councilor Pratt to approve the items on the Consent Agenda. Motion carried 5-0.

INTERLOCAL AGREEMENT WITH HOUSING AUTHORITY OF CHELAN COUNTY – AFFORDABLE HOUSING SALES AND USE TAX FUND - SHB 1406 FUNDING

Previously the City Council took action to receive a portion of State Sales Taxes to be used for affordable housing (SHB 1406). The City will receive \$5,025.43 annually for twenty years. The Interlocal Agreement authorizes the Housing Authority of Chelan County to use such funds only within the City limits and only for legal purposes as authorized by SHB 1406 and City ordinance. This agreement is in addition to the existing agreement with the Housing Authority for Low Income Housing Funds.

MOVED by Councilor Pratt and seconded by Councilor Carlson to approve the Interlocal Agreement with the Housing Authority regarding the SHB 1406 funding. Motion carried 5-0.

IMPLEMENTATION OF SCADA IMPROVEMENTS

The City received the final report from RH2 Engineering regarding SCADA improvements for the water and wastewater systems. The total capital cost for both systems is \$416,770, of which \$100,000 was budgeted for 2021. The SCADA improvement project will be funded through the Capital Water and Capital Wastewater funds.

Staff's recommendation is to authorize implementation of all the SCADA improvements to be done, which will authorize a budget amendment of \$316,770.

MOVED by Councilor Carlson and seconded by Councilor Scott to approve implementation of all the improvement projects listed in the Master SCADA Plan, amending the budget as needed. Motion carried 5-0.

PACE ENGINEERING – SULLIVAN ST WATER & SEWER ADDITIONAL SERVICES AGREEMENT #1

The City has an agreement with PACE Engineering to design the Sullivan Street utility improvements. The Additional Services Agreement #1 is for the design of an additional 360 feet of sewer line from Yakima Street north to Pioneer Avenue. The cost for the additional services is \$11,218.

MOVED by Councilor Scott and seconded by Councilor Stephenson to approve Additional Services Agreement #1 for the Sullivan Street project in the amount of \$11,218. Motion carried 5-0.

PROGRESS REPORTS

Director Steve Croci provided copies of Planning Commission Staff reports regarding Short Term Rentals and Accessory Dwelling Units. These two topics will be discussed at the Joint Planning Commission and City Council Meeting on February 22, 2021.

The goals in addressing these two issues is to protect affordable housing, maintain the existing "neighborhood feel" throughout Cashmere, allow for reasonable income-generating opportunities for property owners, and provide opportunity for visitors to experience Cashmere.

Mayor Fletcher reported that the Leavenworth Community Farmers Market has requested the use of downtown Cottage Avenue for a Farmers Market, May through October on Sunday mornings from 9:00 am – 1:00 pm. The City Council was not in favor of closing Cottage Avenue every Sunday. The recommendation was to find an alternative location that didn't require a street closure and maybe start with once a month instead of weekly.

City Council Minutes
February 8, 2021

Mayor Fletcher reported that he has met with the Food Bank to discuss the rental agreement. The rent amount discussed was \$100 to pay for a portion of the electrical utility. They discussed traffic and how they would stage to avoid impacting the businesses on River Street.

The Mayor is anticipating being in Phase II soon and the Council will be able to meet in person. Occupancy will be limited in the council chambers so Zoom will still be used to allow public access to the meetings.

Director Croci reported that the City Pool Repair project will be going out to bid soon. The Council agreed that the project start date should be September 1, 2021, even though the opening of the pool is unknown at this time.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 7:11 p.m.

James Fletcher, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

Staff Summary

Date: Feb 17, 2021
To: City Council
From: Jim Fletcher, Mayor
RE: Riverside Center – Lease Termination

Attached is a Termination Agreement, terminating the Riverside Center Lease Agreement with Teri Weedman. The lease term was January 1, 2018 through December 31, 2022. Due to COVID 19 restrictions regarding large crowds gathering, the Center has been closed for one year. With the continuing restrictions it makes it difficult to operate the Center and make future reservations when future restrictions are unknown.

In May of last year Teri requested the City Council consider terminating her lease agreement. On May 26, 2020 the Council authorized the Mayor to negotiate a Termination Agreement with Teri Weedman. At that time Teri chose not to Terminate the Agreement. Teri has now signed the Termination Agreement, which has an effective date of February 28, 2021.

Also attached is a floor plan of Riverside Center to initiate a discussion regarding the future management of the facility.

Staff Recommendation: Approve the Termination of Cashmere Riverside Center Lease Agreement with Teri Weedman.

TERMINATION OF CASHMERE RIVERSIDE CENTER LEASE AGREEMENT

This Termination of Cashmere Riverside Center Lease Agreement ("Termination") is made as of the Effective Date by and between the City of Cashmere, a municipal corporation of the state of Washington ("City") and Teri Weedman ("Lessee"), sometimes individually referred to herein as a "Party" or collectively referred herein as "Parties."

Whereas, the City owns Riverside Center located at 201 Riverside Drive, Cashmere, Washington, (the "Center"); and

Whereas, Lessee currently leases the Center from the City pursuant to the Cashmere Riverside Center Lease Agreement effective January 1, 2018 (the "Lease Agreement"); and

Whereas, because of the COVID-19 pandemic, the Lessee has been unable to operate the Center as anticipated by the Parties; and

Whereas, the Lease Agreement will terminate December 31, 2022; and

Whereas, the Parties desire to terminate the Lease Agreement now because the Parties are presently unable to anticipate when the Lessee will be able to operate the Center pursuant to the Lease Agreement at some time in the future; and

Whereas, the Lessee has paid the City all rent due and owing through March 31, 2020 and has been unable to use the Center since that date; and

Whereas, the Parties agree that the Lessee's ability to use the Center for the purposes identified in the Lease Agreement are due to no fault of the Lessee; and

Whereas, the City has determined that it is in the best interest of the health, safety, and welfare of the citizens of the City to terminate the Lease Agreement at this time; NOW THEREFORE,

The City and Lessee agree as follows:

1. **Recitals.** The Recitals set forth above are made a part of this Termination as if set forth in full.
2. **Termination.** The Cashmere Riverside Center Lease Agreement for the lease by the Lessee from the City of the Center effective as of January 1, 2018, is terminated as of the Effective Date of this Termination.
3. **Rents Paid.** The City accepts the payments made through March 31, 2020 as payment in full of all rent due under the Lease Agreement.
4. **Refund and Deposits.** Lessee agrees that it has or will refund 100% of all deposits made by others to Lessee to use the Center and has terminated all commitments for the use of the Center in writing and with the agreement of those individuals and entities who had made future plans to use the Center.


5. **Indemnification and Hold Harmless.** In consideration of the City entering into this Termination, Lessee agrees to indemnify defend and hold harmless the City from and against any claims by others for refunds of deposits that Lessee fails to make. In the event the City is required to spend funds to enforce this provision of this Termination, the Lessee shall reimburse the City for all costs incurred by the City and associated with said collection efforts, including reasonable attorney's fees and costs incurred by the City to collect unpaid deposit refunds from the Lessee.

6. **Effective Date.** The Effective Date of this Termination shall be midnight on February 28, 2021.

7. **Signatures.** Photocopied signatures shall be treated the same as original signatures to this Termination binding on the Parties.

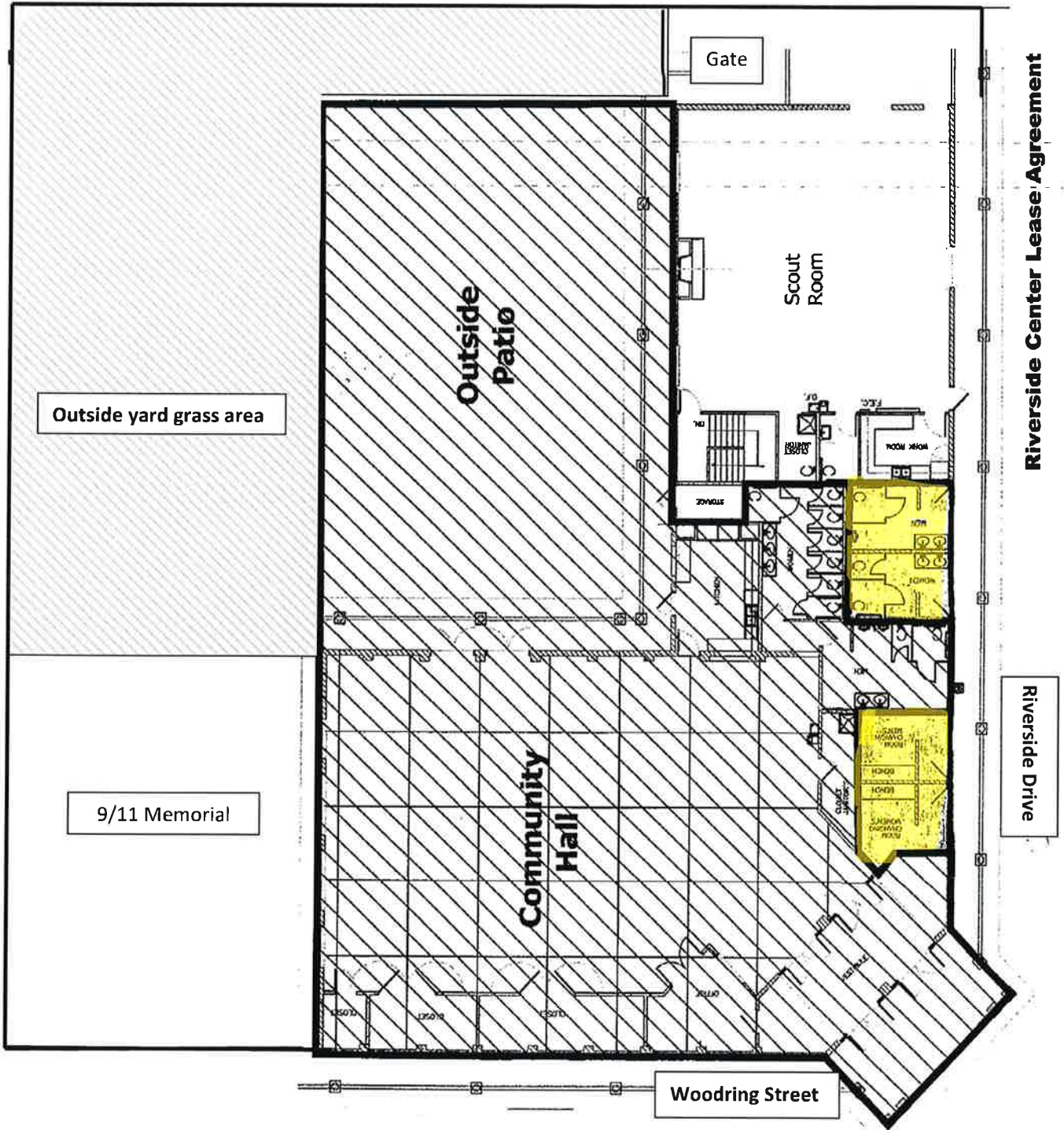
Approved by the Lessee, the ____ day of
February, 2021.

Approved by the City Council of the City of
Cashmere, Washington at an Open Public
Meeting the 22nd day of February, 2021.

By: 
Teri Weedman

By: _____
Jim Fletcher, Mayor

Riverside Center Leased Area



Return Address:

Penny Goehner
Chelan County Public Works
316 Washington Street, Suite 402
Wenatchee, WA 98801

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of the warranty contained in the document itself.

Document Title:	INTERLOCAL AGREEMENT FOR SUNSET HIGHWAY IMPROVEMENTS - SEPA LEAD AGENCY AGREEMENT
Grantor (s):	CHELAN COUNTY
Grantee(s):	CITY OF CASHMERE
Legal Description:	N/A
Assessor's Tax Parcel ID:	N/A

Filed with the Auditor pursuant to RCW 39.34.040

**INTERLOCAL AGREEMENT
BETWEEN - CHELAN COUNTY AND CITY OF CASHMERE**

This Agreement is entered into between Chelan County (County) and the City of Cashmere (City) (collectively referred to herein as "Parties" or individually as a "Party") pursuant to the Interlocal Cooperation Act, Chapter 39.34, RCW; and

WHEREAS: The City has needs related to improvements to Sunset Highway including but not limited to pavement improvements, illumination, access control, curb, gutter and sidewalks, and stormwater, sewer and/or water facilities (Improvements) associated with the County Road Project No. 726, Goodwin Road Project (CRP726); and

WHEREAS: There are significant benefits for the County, the City and members of the public provided by the appropriate design and construction of the Improvements; and

WHEREAS: The County and the City are interested in cooperating to facilitate the design, construction and funding of the Improvements to serve mutual interests of the County and the City; and

WHEREAS, the County and City jointly signed the Interlocal Agreement for Sunset Highway Improvements which was recorded with the Chelan County Auditor on August 20, 2020 (AFN 2522711) and appointed the county to complete and obtain all required environmental documents and permitting for this project.

WHEREAS, the purpose of this SEPA Agreement is to assign the County lead agency responsibilities under the State Environmental Policy Act (SEPA), chapter 43.21C RCW, and its implementing regulations, chapter 197-11 WAC, for the purposes described below which will be located on City property.

Now, therefore, in consideration for their mutual covenants, conditions and consideration, it is agreed between the County and the City as follows:

1. County Obligations.

- 1.1 The County shall act as nominal lead agency for the proposal pursuant to WAC 197-11-925. The parties agree that the County will apply applicable Chelan County Code chapter 13.04 and 197-11 WAC to the proposal and SEPA actions.
- 1.2 The County shall work to involve any other local, state, federal, or tribal agencies and interested parties in the preparation and review of the SEPA documents to ensure a transparent and public process.

2. Termination, Dispute Resolution, Appeals.

- 2.1 If this SEPA Agreement is terminated, each Party will assume lead agency responsibility for the SEPA Actions under that Party's jurisdiction pursuant to WAC 197-11-922 through 938.
- 2.2 If the Parties cannot agree on any aspect of the SEPA process of the SEPA documents, they should use their best efforts to carry out the dispute process set forth in paragraph 19 herein in a timely manner. If the dispute resolution is unsuccessful, the Parties may agree to terminate this SEPA Agreement pursuant to the process in Section 2.3 below.
- 2.3 Either Party may terminate this SEPA Agreement after compliance with the dispute resolution procedure as set forth in Paragraph 19 herein. Written notification of termination will be effective 30 days after receipt of the written notice. Provided that, termination of this SEPA Agreement will occur immediately after completion of the SEPA or withdrawal of the proposal by the county. Further provided that,

this Agreement may also be terminated at any time by mutual agreement, in writing, between the Parties. If a Party determines it necessary to terminate the project construction for any reason, and due to no fault of the other Party, then the terminating Party shall be liable for its proportional share of the costs incurred or obligated or any additional costs arising from the decision to terminate the project.

- 2.4 In accordance with Chelan County Code Section 13.04.200, an appeal of environmental determinations made or lacking under SEPA or this chapter shall be filed pursuant to Chelan County Code Section 14.12.030.
- 2.5 If there is an appeal to the courts of any decision or action pursuant to this SEPA Agreement or SEPA actions, each party shall be responsible for its own attorneys' fees and costs to defend or prosecute the appeal, and each Party retains the right to participate in the appeal at its own cost and expense.
3. **PARTIES:** There are no additional parties intended to be benefited under this Agreement. There are no other agreements or representation, written or oral, concerning the subject matter of this Agreement.
4. **VENUE:** This Agreement shall be governed for all purposes by the law of the State of Washington. The venue for any action arising under this Agreement shall be Chelan County Superior Court except as set forth in paragraph 19 herein, DISPUTE RESOLUTION.
5. **MUTUAL COOPERATION:** The Parties agree to perform any further acts and to execute and deliver any further documents as may be reasonably necessary to fully effectuate the provisions of this Agreement.
6. **DEFAULT:** Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, bomb threats, computer virus, epidemic, power outage, acts of war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery, or supplies, vandalism, strikes or other work interruptions by the employees of any Party, or any other cause beyond the reasonable control of the Party affected thereby. However, each Party shall utilize its best good faith efforts to perform under this Agreement in the event of any such occurrence or circumstance.
7. **ENFORCEABILITY:** This Agreement will be enforced to the fullest extent permitted by applicable law. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or other governmental authority of competent jurisdiction, such as invalidity, illegality or unenforceability shall not

affect any other terms or provisions of this Agreement, which shall remain in full force and affect.

8. **DURATION:** This Agreement shall take effect upon execution of the Agreement by both the County and the City. This Agreement will remain in effect until all obligations established in this Agreement are completed and terminate upon the Completion Date of the construction contract and the final approval of the Improvements by both Parties, unless otherwise terminated pursuant to the provisions of this agreement.
9. **NO LEGAL/ADMINISTRATIVE ENTITY CREATED:** No separate legal or administrative entity is created by or pursuant to this Agreement.
10. **INDEMNIFICATION/DEFENSE/HOLD HARMLESS:** The County will protect, defend, indemnify, and save harmless the City, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the actions of the County related to the performance of this Agreement by the County, except for costs, claims, judgments, and awards of damage for injuries or damages arising out of or in any way resulting from negligent acts or omissions of the City.

The City will protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the actions of the City related to the performance of this Agreement by the City, except for costs, claims, judgments, and awards of damage for injuries or damages arising out of or in any way resulting from negligent acts or omissions of the County.
11. **NO ASSIGNMENT:** The Parties shall not assign this Agreement or any interest, obligation or duty herein without the express written consent of the other Party.
12. **NOTICES:** All notices and payments hereunder shall be sent or delivered to the following respective address:

CHELAN COUNTY PUBLIC WORKS
Attention: Administrative Coordinator
316 Washington Street, Suite 402
Wenatchee, WA 98801
509-667-6415

Lead Agency SEPA contact Person:

Agency name: Chelan County Public Works Department
Agency contact information: Jason Detamore, Environmental Manager

Phone number: (509) 667-6415
Email: Jason.Detamore@co.chelan.wa.us
Mailing address: 316 Washington Street, Suite 402
Wenatchee, WA 98801

CITY OF CASHMERE
Attention: City Clerk
101 Woodring Street
Cashmere, WA 98815

Or to such other respective addresses as either Party may hereafter designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to be given on the second business day following the date of mailing. Notices sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

- 13. AUTHORITY:** Both Parties represent that by appropriate action by their respective governing bodies, they are authorized to enter into this Agreement and have financial approval for payments specific herein.
- 14. NON-DISCRIMINATION POLICY:** The County and the City shall not discriminate in the performance of this Agreement based on race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, military or veteran status, the presence of any physical, mental or sensory disability, or any other status protected by law.
- 15. EMPLOYEE STATUS:** Employees of the County are and will remain employees of the County. City employees are and will remain City employees.
- 16. AMENDMENT:** The County and the City may mutually amend this Agreement. Such amendments shall not be binding unless the amendments are in writing and are signed by personnel authorized to bind the County and the City.
- 17. INTEGRATION CLAUSE:** This Agreement, together with the Interlocal Agreement between the parties signed August 20, 2020, contain the entire agreements of the Parties with respect to the Goodwin Road Project to which it pertains. There are no promises, terms, conditions or obligations other than those contained in these two (2) Agreements.
- 18. PROPERTY/EQUIPMENT/AND MAINTENANCE:** Upon termination of this Agreement, all property purchased by the County in furtherance of this Agreement

shall remain property of the County and all property purchased by the City shall remain property of the City. All property shall be returned to its owner upon termination of this Agreement.

- 19. DISPUTE RESOLUTION:** In the event that a dispute arises under this agreement which cannot be resolved through negotiation, the Parties agree to resolve such dispute in the following manner: The County and the City will each individually appoint one person to a Dispute Board and jointly appoint a third person. The Dispute Board will evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board will be final and binding on the Parties thereto. The County shall pay the costs of the person it appoints to the Dispute Board and the City shall pay the costs of the person it appoints to the Dispute Board. The Parties shall equally share the costs of the third person appointed to the Dispute Board and all other Dispute Board costs and fees.
- 20. FILING:** After adoption by the Parties, this Agreement will be recorded with the Chelan County Auditor's Office.
- 21. EFFECTIVE DATE:** This Agreement will take effect when executed by the Parties and will continue until terminated as provided in paragraph 2.3 herein.

Dated this _____ and in _____ day of _____ 2021.

CITY OF CASHMERE

APPROVED AS TO FORM

Dated: _____