



City of Cashmere

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Cashmere, WA 98815
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Website www.cityofcashmere.org

CASHMERE CITY COUNCIL MEETING
MONDAY, JUNE 14, 2021 6:00 P.M., CITY HALL

DUE TO THE COVID-19 PANDEMIC AND THE GOVERNOR'S PHASE III RESTRICTONS OF 50% CAPACITY; THE PUBLIC CAN ATTEND IN PERSON, CALL-IN OR LOG-IN TO ZOOM TO PARTICIPATE IN THE CITY COUNCIL MEETING. PLEASE CALL-IN OR LOGIN 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

FLAG SALUTE

ROLL CALL

ANNOUNCEMENTS

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of May 24, 2021 Regular Council Meeting
2. Payroll and Claims Packet Dated June 14, 2021

BUSINESS ITEMS

1. Public Hearing on the Shoreline Master Program review and update
2. Ordinance No. 1301 concerning the Shoreline Master Program periodic review and update
3. Ordinance No. 1300 amending the Budget for 2021
4. Addendum to the Waste Management Agreement for Solid Waste Services
5. Franchise Agreement – granting a franchise to the City for domestic water and sanitary sewer facilities on County rights-of-way
6. Contribution to Chelan County Trails 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 MAY 24, 2021 AT CASHMERE CITY HALL – In Person and Digital

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.

Due to the Governor’s Phase III restrictions, council meetings can be held in person at 50% capacity, wearing masks and meeting the distancing requirements. Attendees will have the option to meet in person, by phone or digital conference.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jim Fletcher	
Council:	Daniel Scott Chris Carlson - digital Dave Erickson Jayne Stephenson Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer Steve Croci, Director of Operations Chuck Zimmerman, City Attorney Kait Shilling, City Attorney Christina Wollman, City Planner - digital	
Public:	Bill Forhan, Cashmere Valley Record – digital John Perry, Citizen - digital	

ANNOUCEMENTS

Mayor Fletcher announced that he received a bulletin from the Department of L&I and the Health Department announcing that if you are fully vaccinated you do not have to wear a mask or social distance unless the business or workplace requires it.

APPROVAL OF AGENDA

MOVED by Councilor Pratt and seconded by Councilor Scott to approve the agenda as amended, removing the Franchise Agreement from the Business Items, and discussing it under Progress Reports. Motion carried 5-0.

CONSENT AGENDA

Minutes of May 10, 2021 Regular Council Meeting
Payroll and Claims Packet Dated May 24, 2021

Claims Direct Pay and Check #41169 through #41197 totaling \$140,014.07

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

ORDINANCE NO. 1298 REGARDING ACCESSORY DWELLING UNITS

The proposed ordinance as written and recommended by the Planning Commission allows ADU's in all residential zones, including Single Family Residential. The Planning Commission felt that this recommendation was best for the City of Cashmere.

The Planning Commission held meetings and Public Hearings to receive comments from the public, however due to COVID restrictions there was not a huge response to the meetings or hearings. The Commission reviewed and discussed comments received and unanimously made a recommendation to the City Council.

City Planner Christina Wollman stated that the Commission did their research and looked at what other cities are doing and what the state is recommending. Other cities that have allowed ADU's in Single Family Residential did not suddenly have an influx of building ADU's.

The consensus of the City Council is that ADU's do not belong in Single Family Residential; allowing ADU's would negate the zone from being Single Family.

If the City Council rejects the recommendation from the Planning Commission, the next step in the process requires the City Council to hold a Public Hearing prior to amending and adopting the ordinance.

MOVED by Councilor Pratt and seconded by Councilor Scott to reject Ordinance No. 1298 as written and hold a Public Hearing to receive additional comments from the public. Motion carried 5-0.

ORDINANCE NO. 1299 REGARDING SHORT TERM RENTALS

The proposed ordinance as written and recommended by the Planning Commission does not allow Short Term Rentals in any residential zone. The consensus of the Planning Commission and the City Council is that Short Term Rentals only belong in the Downtown Business, Commercial/Light Industrial and Warehouse Industrial zones.

MOVED by Councilor Erickson and seconded by Councilor Stephenson to adopt Ordinance No. 1299 regarding Short Term Rentals. Motion carried 5-0.

INTERLOCAL COOPERATIVE AGREEMENT WITH CHELAN COUNTY REGARDING EQUIPMENT, LABOR AND MATERIALS

The Interlocal Cooperative Agreement outlines the criteria and responsibilities for the City and County to be able to share equipment, labor, and materials.

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

SELECTION OF CONTRACTOR FOR THE SHERMAN RESERVOIR PAINTING PROJECT

The City requested bids through MRSC Small Works Roster for the Sherman Reservoir Painting project. The City received 12 bids ranging from \$2,707.50 to \$40,417.56. Clean Line Finishes was the low bidder.

MOVED by Councilor Scott and seconded by Councilor Pratt to select Clean Line Finishes as the contractor for the Sherman Reservoir Painting project and authorize the Mayor to sign the documents. Motion carried 5-0.

PROGRESS REPORTS

Attorney Chuck Zimmerman explained that there were a couple of sections in the agreement they were discussing with the County on revising before the agreement was presented to Council for approval.

Director of Operations reported that the City Pool is still leaking into Crunch Pak's parking lot.

The Sullivan Street project has no official start date. They don't know when they will receive the supplies.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:53 p.m.

James Fletcher, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

Staff Summary

Date: 6/3/2021
To: City Council
From: Clerk-Treasurer Kay Jones
RE: Ordinance No. 1300 amending the Budget for 2021

The proposed ordinance amends revenues and expenditure appropriations not identified at the time of adopting the original budget.

Exhibit C reflects the amendments to the fund appropriations. The beginning fund balances are amended to reflect the actual fund balance beginning the first of January. Most of the amendments are due to the 2021 Refunding Bonds and paying off the 2013 USDA Bonds.

Exhibit B reflects the increase in the City Pool seasonal employee wages. The starting wage for the Pool Manager shows an increase of \$1.50 per hour.

Staff Recommendation:

MOVE to adopt Ordinance No. 1300 amending the Budget for 2021.

ORDINANCE NO. 1300

**AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, AMENDING
ORDINANCE NO. 1296 ADOPTING THE 2021 BUDGET, AND SETTING AN
EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Cashmere finds that it is necessary and in the best interest of the City to amend certain fund appropriations authorized by the 2021 budget, to provide for additional revenues and expenditures not identified at the time of adoption of the original budget;

NOW, THEREFORE, the City Council of the City of Cashmere, Washington, do ordain as follows:

Section 1. Amendment of Total Fund Appropriations. The 2021 total fund appropriations, Exhibit "A" to Ordinance No. 1296, is hereby amended as set forth in Exhibit "A" attached to this Ordinance.

Section 2. Amendment of Salary Schedule. The 2021 Salary Schedule, Exhibit "B" to Ordinance No. 1296, is hereby amended to reflect the changes to the City Pool seasonal employees as set forth in Exhibit "B" attached to this Ordinance.

Section 3. Budget Amendment. The 2021 City of Cashmere Budget is amended as set forth in Exhibit "C" to this Ordinance.

Section 4. Except as amended by this Ordinance, Ordinance No. 1296 of the City of Cashmere and the 2021 budget of the City shall remain in full force and effect.

Section 5. This Ordinance shall take effect and be in full force five (5) days after this Ordinance or a summary thereof consisting of the title is published.

APPROVED:

JAMES FLETCHER, MAYOR

ATTEST/AUTHENTICATED:

KAY JONES, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

BY: _____
CHARLES D. ZIMMERMAN

PASSED BY THE CITY COUNCIL	:	June 14, 2021
PUBLISHED	:	June 23, 2021
EFFECTIVE DATE	:	June 28, 2021
ORDINANCE NO.	:	1300

EXHIBIT A
Ordinance No. 1300

**Total Estimated Revenues and Appropriations by Fund
2021 Budget**

Fund Name	Beginning Balance	Estimated Revenues	Budgeted Appropriations	Ending Balance
001 General Government Fund	701,077	1,087,204	1,082,452	705,829
003 Public Works Fund	1,190,741	1,347,003	1,338,821	1,198,923
108 Lodging Tax Fund	0	5,000	5,000	0
302 Capital Improvement Fund	3,831,691	662,763	1,183,000	3,311,454
401 Water/Wastewater Fund	899,205	3,091,444	3,127,782	862,867
411 Water Capital Fund	1,659,384	659,005	546,200	1,772,189
412 Wastewater Capital Fund	2,619,007	504,509	476,000	2,647,516
427 Revenue Bond 2013 #R1	236,820	7,763,325	8,000,145	0
428 Revenue Bond 2013 #R2	136,260	4,466,816	4,603,076	0
430 Refunding Bonds 2021	0	13,007,277	12,983,280	23,997
501 Equipment Rental Fund	1,059,859	270,783	266,651	1,063,991
702 Cemetery Endowment Fund	260,775	7,000	0	267,775
TOTAL ALL FUNDS	12,594,819	32,872,129	33,612,407	11,854,541
		45,466,948	45,466,948	

EXHIBIT B
Ordinance No. 1300

**CITY OF CASHMERE
2021 SALARY SCHEDULE**

POSITION	Hourly Wage Step Levels	Monthly Salary	Annual Salary
Executive & Legislative			
Mayor		1,500.00	
Councilmembers		100.00	
Exempt			
City Clerk-Treasurer		6,836.58	
Director of Planning/Building		6,836.58	
Office/Admin			
Office Staff	16.73 - 23.10		
Office Lead	24.25		
Public Works Department			
Public Works Maint. 1	14.59 - 20.92		
Public Works Maint. 2 (inc. pesticide)	17.00 - 23.44		
Public Works Maint. 3 (inc. arborist)	18.68 - 25.77		
Public Works Foreman	27.52		
Water/Wastewater Department			
Water/Wastewater in Training (no cert.)	15.21 - 21.16		
Water DM 1 / Wastewater 1	16.55 - 23.56		
Water DM 2 / Wastewater 2	19.31 - 26.97		
Wastewater Treatment Plant OP 3	21.16 - 29.57		
Water/Wastewater Foreman	31.44		
City Pool			
30 (+/-) Pool Employees	11.64 - 14.36		
Assistant Manager	14.94 - 15.39		
Pool Manager	17.94 - 18.48		
Seasonal/Temporary Employees	15.00		
Fire Department			
Fire Chief		515.00	
Assistant Chief			2,400.00
2 Deputy Chiefs			1,081.50
3 Captains			500.00
2 Lieutenants			400.00
Fire Department Stipend - \$10.00 per call - city calls only (CMC 2.56.070)			
EMT Nightshift Stipend - \$5.00 per night - max 2 people per night (CMC 2.56.070)			

- Above wages do not include longevity
- Above hourly/base wages may be increased during the year due to step and/or longevity increases according to the Collective Bargaining Agreement.
- Pool Employee wages are determined by the number of years of service for the City.

EXHIBIT C
Ordinance No. 1300

FUND NAME	CURRENT BUDGET	AMENDED BUDGET	DIFFERENCE +/-
001 GENERAL GOVERNMENT FUND			
Revenues			
Beginning Fund Balance	603,302	701,077	97,775
Affordable Housing (SHB 1406)	0	5,025	5,025
			<u>102,800</u>
Expenditures			
Ending Fund Balance	603,029	705,829	102,800
003 PUBLIC WORKS FUND			
Revenues			
Beginning Fund Balance	888,758	1,190,741	301,983
Expenditures			
Ending Fund Balance	896,940	1,198,923	301,983
302 CAPITAL IMPROVEMENT FUND			
Revenues			
Beginning Fund Balance	3,493,659	3,831,691	338,032
Expenditures			
Ending Fund Balance	2,973,422	3,311,454	338,032
401 WATER/WASTEWATER FUND			
Revenues			
Beginning Fund Balance	1,062,220	899,205	-163,015
Expenditures			
Ending Fund Balance	874,211	862,867	-11,344
Trans Accruals to Bond 2013#R1	394,700	0	-394,700
Trans Accruals to Bond 2013#R2	227,100	0	-227,100
Trans Reserves to Bond 2013#R1	39,470	0	-39,470
Trans Reserves to Bond 2013#R2	22,710	0	-22,710
Transfer Bond Accruals to 430	0	532,309	532,309
			<u>-163,015</u>

411 WATER CAPITAL FUND

Revenues

Beginning Fund Balance	1,722,169	1,659,384	-62,785
Compensation for Loss of Capital Assets	0	219,120	219,120
			<u>156,335</u>

Expenditures

Ending Fund Balance	1,615,854	1,772,189	156,335
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412 WASTEWATER CAPITAL FUND

Revenues

Beginning Fund Balance	2,911,519	2,619,007	-292,512
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Expenditures

Ending Fund Balance	3,055,028	2,647,516	-407,512
Engineering Services	0	35,000	35,000
WW Coll Machinery & Equipment	0	80,000	80,000
			<u>-292,512</u>

427 REVENUE BOND 2013 #R1 FUND

Revenues

Beginning Fund Balance	269,712	236,820	-32,892
Accruals from WW	394,700	0	-394,700
Reserves from WW	39,470	0	-39,470
Transfers-In	0	7,763,325	7,763,325
			<u>7,296,263</u>

Expenditures

Ending Fund Balance	309,182	0	-309,182
Revenue Bond Principal	137,342	7,952,701	7,815,359
Revenue Bond Interest	257,358	47,444	-209,914
			<u>7,296,263</u>

428 REVENUE BOND 2013 #R2 FUND

Revenues

Beginning Fund Balance	155,185	136,260	-18,925
Accruals from WW	227,100	0	-227,100
Reserves from WW	22,710	0	-22,710
Transfers-In	0	4,466,816	4,466,816
			<u>4,198,081</u>

Expenditures

Ending Fund Balance	177,895	0	-177,895
Revenue Bond Principal	79,023	4,575,778	4,496,755
Revenue Bond Interest	148,077	27,298	-120,779
			<u>4,198,081</u>

430 W/S REFUNDING BONDS 2021A & 2021B

Revenues

Beginning Fund Balance	0	0	0
Bond Proceeds		1,113,222	1,113,222
Premium on Bonds	0	11,341,693	11,341,693
Transfer Bond Accruals from 401	0	552,362	<u>552,362</u>
			13,007,277

Expenditures

Ending Fund Balance	0	23,997	23,997
Cost of Issuance	0	220,830	220,830
Revenue Bond Principal	0	310,000	310,000
Revenue Bond Interest	0	222,309	222,309
Transfer USDA Payoff - Fund 427	0	7,763,325	7,763,325
Transfer USDA Payoff - Fund 428	0	4,466,816	<u>4,466,816</u>
			13,007,277

501 EQUIPMENT RENTAL FUND

Revenues

Beginning Fund Balance	928,222	1,059,859	131,637
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Expenditures

Ending Fund Balance	1,032,354	1,063,991	31,637
Service Trucks (2 Pickups)	0	100,000	<u>100,000</u>
			131,637

702 CEMETERY ENDOWMENT FUND

Revenues

Beginning Fund Balance	263,288	260,775	-2,513
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Expenditures

Ending Fund Balance	270,288	267,775	-2,513
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Staff Summary

Date: 6/9/2021

To: City Council

From: Steve Croci, Director of Operations

RE: Shoreline Master Program Periodic Update

See attached Ordinance #1301 and detailed staff report for the Shoreline Master Program Periodic Update. Additional information is available at: <https://www.cityofcashmere.org/services/planning-development/plans-programs-standards>

Staff Recommendation:

MOVE to adopt Ordinance #1301 Shorelines Management Program Periodic Update.

ORDINANCE NO. 1301

**AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON,
CONCERNING THE SHORELINE MASTER PROGRAM PERIODIC
REVIEW REQUIRED BY RCW 90.58.080(4)**

WHEREAS, the Shoreline Management Act (SMA) requires the City of Cashmere to develop and administer a Shoreline Master Program (SMP); and

WHEREAS, the City of Cashmere adopted a comprehensive SMP update as required by RCW 90.58.080(2), which was effective as of July 3, 2014; and

WHEREAS, RCW 90.58.080(4) requires City of Cashmere to periodically review and, if necessary, revise the master program on or before June 30, 2021; and

WHEREAS, the review process is intended to bring the SMP into compliance with requirements of the act or state rules that have been added or changed since the last SMP amendment, ensure the SMP remains consistent with amended comprehensive plans and regulations, and incorporate amendments deemed necessary to reflect changed circumstances, new information, or improved data; and

WHEREAS, City of Cashmere developed a public participation program for this periodic review in accordance with WAC 173-26-090(3)(a) to inform, involve and encourage participation of interested persons and private entities, tribes, and applicable agencies having interests and responsibilities relating to shorelines; and

WHEREAS, City of Cashmere has followed its adopted public participation program, including posting information on the city's website, holding workshops during Planning Commission meetings, and soliciting public comments on the draft SMP; and

WHEREAS, the City of Cashmere used Ecology's checklist of legislative and rule amendments to review amendments to chapter 90.58 RCW and department guidelines that have occurred since the master program was last amended, and determine if local amendments are needed to maintain compliance in accordance with WAC 173-26-090(3)(b)(i); and

WHEREAS, the City of Cashmere reviewed changes to the comprehensive plan and development regulations to determine if the shoreline master program policies and regulations remain consistent with them in accordance with WAC 173-26-090(3)(b)(ii); and

WHEREAS, the City of Cashmere considered whether to incorporate any amendments needed to reflect changed circumstances, new information or improved data in accordance with WAC 173-26-090(3)(b)(iii); and

WHEREAS, the City of Cashmere Planning Commission completed a review of staff recommendations and prepared initial amendments; and

WHEREAS, the City of Cashmere consulted with the Department of Ecology early and often during the drafting of the amendments. The City of Cashmere worked collaboratively with the Department of Ecology to address local interests while ensuring proposed amendments are consistent with the policy of RCW 90.58.020 and applicable guidelines in accordance with WAC 173-26-104; and

WHEREAS, the City of Cashmere conducted a formal public comment period in compliance with requirements of 173-26-104; and

WHEREAS, the City of Cashmere published a legal notice in the Cashmere Valley Record on February 10, 2021 for a public hearing on the proposed Planning Commission recommendations, including a statement that the hearings were intended to address the periodic review in accordance with WAC 173-26-090(3)(c)(ii); and

WHEREAS, the Planning Commission took public testimony on the proposed recommendation(s) at a public hearing on March 1, 2021; and

WHEREAS, a State Environmental Policy Act (SEPA) environmental checklist was prepared based upon the Planning Commission Public Hearing Draft, and the City of Cashmere SEPA responsible official issued and circulated a copy of the checklist and a Determination of Non-Significance (DNS) on January 20, 2021; and

WHEREAS, the Planning Commission reviewed the public testimony and written comments on the proposed SMP revisions, and suggested revisions to the proposed amendments; and

WHEREAS, the City provided Notice of Intent to Adopt to the Washington State Department of Commerce in accordance with WAC 173-26-100(5); and

WHEREAS, the City forwarded the final draft approved by the Planning Commission to the Department of Ecology for the initial determination of consistency on April 1, 2021. The Department of Ecology issued a formal written statement of initial concurrence on April 20, 2021; and

WHEREAS, a City Council Public Hearing Notice was posted in the Cashmere Valley Record on June 2, 2021; and

WHEREAS, after considering all public comments and evidence, the City Council determined that the proposed amendments comply with all applicable laws and rules; and

WHEREAS, this completes the City's required process for periodic review in accordance with RCW 90.58.080(4) and applicable state guidelines (WAC 173-26).

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. **Review and Evaluation.** The City of Cashmere hereby finds that the review and

evaluation required by RCW 90.58.080(4) have occurred, as described in the recitals above.

Section 2. **Revisions.** That the following sections and chapters are hereby amended to read as set forth in Exhibit 1 attached to this ordinance and incorporated herein by this reference. The remaining portions of the City's SMP shall remain unchanged.

- Chapter 1, Sections 1.3 and 1.8
- Chapter 5, Section 5.17
- Chapter 6, Section 6.2
- Chapter 7, Sections 7.1, 7.6, 7.10, 7.11, 7.12, 7.13, 7.14, and 7.16
- Chapter 8
- Appendix B Critical Areas

Section 3. **Adoption.** The City Council hereby adopts the above referenced SMP revisions and finds the amended SMP consistent with the requirements of RCW 90.58 and WAC 173-26, as they apply to these amendments.

Section 4. **Submission to Department of Ecology.** The Director of Operations is directed to submit the SMP and associated documents to the Department of Ecology for their formal final approval.

Section 5. **Effective Date.** The amendments to the SMP adopted through ordinance shall be effective 14 days after Department of Ecology final action as provided by RCW 90.58.090(7).

Section 6. **Summary and Publication.** The title of this Ordinance is approved as a summary of this Ordinance. The City Clerk is directed to publish a summary of this Ordinance.

PASSED by the City Council of the City of Cashmere and approved by the Mayor this 14th day of June 2021.

CITY OF CASHMERE,

James Fletcher, Mayor

ATTEST:

Kay Jones, Clerk-Treasurer



Waste Management
711 A North Wenatchee Ave.
Wenatchee, WA 98801
T: 509.662.4591

June 10, 2021

City of Cashmere
101 Woodring Street
Cashmere, WA 98815

ATTENTION: Mayor Jim Fletcher and City Council Members

RE: Solid Waste Contract First Amendment

In an effort to serve the residents of Cashmere more effectively and protect the services and rates that we offer, we have identified needed improvements in our recycling service we would like to address in an amendment to the contract. Due to unstable U.S. recycling markets resulting from China's ban on waste imports in 2017, the industry has had to reevaluate the recyclable materials collected throughout the region and engage in more intensive public education campaigns to keep recycling streams healthy and sustainable. For this reason, some materials are being removed from our curbside program because of the lack of long-term sustainable markets and contamination reduction has become our primary focus. The First Amendment to the Solid Waste Contract outlines the needed changes to the Cashmere recycling stream.

Glass is a material with no long-term stable market in Central and Eastern Washington, causing it to be removed from recycling lists in nearly every City and County in the region. The Chelan County Solid Waste Management Plan has recommended the removal of glass from the curbside single stream recycling and are encouraging other forms of collection within the county. This amendment will update the recyclables material list to make it consistent with the other communities and in Central Washington and follow the recommendations of the Chelan County.

Contamination reduction and customer education are the focal points of these recycling improvements. With new material bans and 0.5% contamination limits, recyclers have had to add operating expenses and slow down processing lines. This has increased the cost of recycling at the same time that commodity values are low. Outreach efforts such as recycling cart decals, Annual Service Guide mailers, cart tags, and contamination charges work in tandem to change customer habits, therefore reducing the amount of garbage in the recycling stream.

As partial consideration for this amendment, WM has agreed to amend the in-kind services to the City by increasing service to City parks, primarily the Riverside Park.

We thank you for your continued partnership and would request your approval of the attached First Amendment to the Solid Waste Contract.

Sincerely,

Tyler Mackay

**FIRST AMENDMENT TO CONTRACT
FOR SOLID WASTE COLLECTION SERVICES**

This FIRST AMENDMENT TO CONTRACT FOR SOLID WASTE COLLECTION SERVICES (this “**First Amendment**”) is entered into by and between WASTE MANAGEMENT OF WASHINGTON, INC., a Delaware corporation (“**Contractor**”) and the CITY OF CASHMERE, a municipal corporation created under the laws of the State of Washington (“**City**”), effective as of October 1, 2021 (the “**Effective Date**”). The parties shall be collectively referred to herein as the “**Parties**” and individually as a “**Party**”, unless specifically identified otherwise.

RECITALS

WHEREAS City and Contractor are Parties to that certain Contract for Solid Waste Collection Services, effective as of October 1, 2016 (the “**Agreement**”); and

WHEREAS City and Contractor now desire to amend the Agreement to address the effects of recycling market changes that have occurred since the Parties executed the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Section 2.3 (Curbside Recycling).** Section 2.3 of the Agreement is hereby amended by adding a new heading and additional paragraphs, as follows:

“2.3 Curbside Recycling; Contamination and Extra Recyclables.”

“Contractor is not obligated to collect contaminated recyclables containers from customers. For purposes of this Agreement, a recyclables container is contaminated when, based on physical and/or electronic visual inspection it is determined that a recyclables container contains non-recyclables (pursuant to the Recyclable Materials Specifications set forth in Exhibit B, as attached hereto and incorporated herein).

If Contractor elects not to collect a contaminated recyclables container, Contractor shall notify the customer explaining why. Such notice may be provided by container tag, email, or other method.

Contractor will not knowingly collect a contaminated recyclables container if contamination is visible by the driver prior to collection. If Contractor services a recyclables container, and subsequently discovers contamination in the truck hopper at that stop, Contractor may charge the customer a contamination charge, pursuant to the Rates. Such contamination charge may be included on the customer’s regular invoice or billed separately.

Recyclables that do not fit within a recyclables container may be placed in a cardboard box or other container marked “Recycling” and left out for collection, and such extra recyclables shall be subject to charges, pursuant to the Rates. Additional recyclables containers are available upon request, pursuant to the Rates.”

2. **Section 2.15 (Notices).** Section 2.15 of the Agreement is hereby amended by including an additional address for notices to Contractor, as follows:

“Copy to Contractor: Area Senior Legal Counsel
Waste Management of Washington, Inc.
720 4th Avenue, Suite 400
Kirkland, WA 98033”

3. **Exhibit A (Rates).** Exhibit A of the Agreement is hereby amended to include additional Rates, as follows:

- Recycling Contamination (\$25.00)
- Extra Recycling Collection (\$3.92, per 32-gallon equivalent)
- Additional Recycling Cart (\$7.00)

4. **Exhibit B (Recyclables List).** Exhibit B of the Agreement is hereby deleted in its entirety and replaced with a new Exhibit B (Recyclable Materials Specifications), as attached hereto and incorporated herein at Attachment B.

5. **Exhibit C (City Facilities).** Exhibit C of the Agreement is hereby deleted in its entirety and replaced with a new Exhibit C (City Facilities), as attached hereto and incorporated herein at Attachment C.

6. **Full Force and Effect.** Except as otherwise provided in this First Amendment, all other terms and provisions of the Agreement, shall remain in full force and effect.

7. **Counterparts; Signatures.** This First Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall be deemed valid execution of this First Amendment and binding on the Parties.

* * *

IN WITNESS WHEREOF, the Parties execute this First Amendment on the dates set forth below. Each person signing this First Amendment represents and warrants that he or she has been duly authorized to enter into this First Amendment by the Party on whose behalf it is indicated that the person is signing.

THE CITY OF CASHMERE, WA

**WASTE MANAGEMENT OF
WASHINGTON, INC.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

By: _____

Title: _____

ATTACHMENT B

**EXHIBIT B
Recyclable Materials Specifications**

MATERIAL TYPES	ACCEPTABLE MATERIALS	PREPARATION INSTRUCTIONS	EXCLUDED MATERIALS
Paper	<ul style="list-style-type: none"> • Office paper, copy paper, construction paper, file folders, note paper, computer paper, brochures • Newspaper, advertisements and paper inserts • Magazines and inserts • Catalogs • Cardboard • Direct mail and paper inserts • Envelopes • Paper bags • Cereal, cookie and cracker boxes • Paper towel tubes • Toilet paper tubes • Tissue boxes • Non-foil wrapping paper • Kraft paper bags or boxes • Paper envelopes containing plastic windows 	<p>All materials must be dry.</p> <p><u>Remove any:</u></p> <ul style="list-style-type: none"> • Plastic bags (exterior or interior) • Plastic packaging • Metal • Electronics • Magnets • Twine • Straws • Lids • Food and/or liquids 	<ul style="list-style-type: none"> • Shredded paper • Paper envelopes lined with bubble wrap • Insulation liners or envelopes made from plastic (Tyvek) • Laminated paper • Stickers/labels • Photos • Carbon paper • Receipts • Paper affixed to magnets • Hot or cold cups • Pet food bags • Mixed material bags • Wet and/or soiled paper • Paper with large amounts of paint and/or glue • Frozen food boxes • Juice boxes • Milk cartons • Ice cream containers • Aseptic containers, e.g. soup, broth, soymilk, almond milk
Cardboard	<ul style="list-style-type: none"> • Cardboard boxes • Cardboard packaging • Cardboard beverage containers 	<ul style="list-style-type: none"> • All materials must be dry • Flatten all cardboard • Remove all interior packaging, e.g. block foam, packing peanuts and exterior plastic wrap • Do not bundle with tape or twine (external tape is acceptable) • Place any oversized cardboard next to Cart/Container 	<ul style="list-style-type: none"> • Waxed cardboard

ATTACHMENT B

**EXHIBIT B
Recyclable Materials Specifications**

MATERIAL TYPES	ACCEPTABLE MATERIALS	PREPARATION INSTRUCTIONS	EXCLUDED MATERIALS
Metal	<ul style="list-style-type: none"> • Tin, aluminum and/or steel food and/or beverage containers 	<ul style="list-style-type: none"> • Remove all exterior packaging • Remove lids • Empty of all food and/or liquids or other debris • Labels do not need to be removed 	<ul style="list-style-type: none"> • Aluminum foil and/or trays • Sharp and/or greasy metal • Scrap metal • Batteries • Microwaves • Electrical cords • Cell phones • Vehicle snow chains • Aerosol cans
Plastic Bottles	<ul style="list-style-type: none"> • PET/PETE bottles • HDPE bottles/jugs 	<ul style="list-style-type: none"> • Remove lids • Remove straws • Empty of all food and/or liquids or other debris • Labels do not need to be removed 	<ul style="list-style-type: none"> • Plastic bags • Plastics items #3-#7 • Food and/or beverage containers • Dairy tubs, e.g. butter, yogurt, cottage cheese • Cups • Rigid flowerpots • 5-gallon buckets • Plastic film • Diapers • Plastic bottles that contained household hazardous waste • Deli, bakery and produce clamshell containers • Loose lids, any size • Plant trays • PVC • Large rigid plastic, e.g. outdoor furniture, laundry baskets, swimming pools, toys • Hoses • Landscaping/sprinkler tubing
Other	Not applicable	Not applicable	<ul style="list-style-type: none"> • Shredded paper • Fabric (textiles) • Carpet • Wire • Rope • Chains • Christmas lights • Wood • Glass of any kind

ATTACHEMENT C

**EXHIBIT C
City Facilities**

Department	Service	Address
City of Cashmere – Recycling Center	2 96-gallon MSW 1x week	314 River St
City of Cashmere – Downtown (City Cans)	6 35-gallon MSW 1x week 2 35-gallon MSW 1x week	Cottage Ave Cashmere Ave
City of Cashmere – Riverside Park	18 64-gallon MSW 2x week May-Oct – 1x week Sept-Apr	Riverside Dr
City of Cashmere – Fire Department	1 96-gallon MSW 1x week	200 Cottage Ave
City of Cashmere – Library	1 96-gallon MSW 1x week	300 Woodring St
City of Cashmere – City Hall	1 96-gallon MSW 1x week 1 96-gallon Recyclables 1x week	101 Woodring St
City of Cashmere – Cemetery	2 96-gallon MSW 1x week	104 Evergreen Dr
City of Cashmere – City Swimming Pool	1 96-gallon MSW 1x week	104 Paton St
City of Cashmere – Public Works Building	1 4-yard MSW 1x week	200 Railroad Ave
City of Cashmere – Wastewater Treatment Plant	4 96-gallon MSW 1x week 1 3-yard MSW 1x week	2 Riverfront Dr
City of Cashmere – Bus Stop	1 96-gallon MSW 1x week	1 N Division St
City of Cashmere – Simpson Park	2 96-gallon MSW 1x week	Pioneer Ave



City of Cashmere

101 Woodring Street
Cashmere, WA 98815
Ph (509) 782-3513 Fax (509) 782-2840
Website www.cityofcashmere.org

STAFF REPORT MEMORANDUM

DATE: May 27, 2021
TO: City Council
FROM: Steve Croci – Director of Operations
RE: Shoreline Master Program Periodic Update

A. Requested Action

Hold a public hearing and adopt the updated City of Cashmere Shoreline Management Program (SMP). Direct staff to send the final draft SMP to the Department of Ecology.

B. Background

The SMP must be periodically reviewed every eight years pursuant to WAC 173-26-090. This requires the City of Cashmere to update their SMP prior to June 30, 2021. The Department of Ecology provided the City of Cashmere a grant to fund the update of the SMP.

The City's SMP lays out the how the City will implement the state-wide Shoreline Management Act. The Shoreline Management Act applies to shorelines of the state and is intended to protect shoreline natural resources, manage shoreline uses, and preserve public access. In Cashmere, shorelines of the state include the Wenatchee River and Mission Creek.

The periodic update process ensures the City's SMP stays up to date and compliant with current Shoreline Management Act rules and regulations. It also provides opportunity for the City to ensure the SMP remains consistent with other city plans, such as the comprehensive plan, and to incorporate changed circumstances, new information, or improved data.

The Planning Commission reviewed the proposed changes to the SMP during their regular public meetings. All changes in the draft SMP (Attachment A) were documented in the Department of Ecology Period Update Checklist (Attachment B). The SMP Appendix B – Critical Areas, was also updated (Attachment C).

6. The Department of Ecology received the draft Shoreline Master Program on April 1, 2021 and issued their determination of consistency on April 20, 2021.

E. Conclusions of Law:

1. The procedural and substantive requirements of the State Environmental Policy Act have been complied with.
2. The procedural requirements of RCW 90.58 and WAC 173-26 have been complied with.
3. The proposed amendments are consistent with the City of Cashmere Planning Policies and the City of Cashmere Comprehensive Plan.
4. The proposed amendments are consistent with the requirements of Revised Code of Washington and the Washington Administrative Code.
5. The proposed amendments have been reviewed and processed in accordance with the requirements of Title 14 Development Permit Procedures and Administration of the Cashmere Municipal Code.

F. Recommendation:

Based upon the findings of fact and conclusions of law contained within this staff report, I recommend adoption of the updated Shoreline Master Program, authorize the mayor to sign Ordinance No. 1301, and direct staff to send the updated Shoreline Master Program to the Department of Ecology for final approval.

G. Attachments

Ordinance 1301 – 2021 Shoreline Master Program update with Exhibit 1

Supporting documents are available for review at:

<https://www.cityofcashmere.org/services/planning-development/plans-programs-standards>

Staff Summary

Date: 6/9/2021
To: City Council
From: Steve Croci, Director of Operations
RE: Chelan County Franchise Agreement

This franchise agreement with Chelan County is to allow construction and maintenance of domestic water distribution pipelines and sanitary sewer system facilities on county rights-of-way in the area of the City of Cashmere Urban Growth Area (UGA).

Staff Recommendation:

MOVE to approve the agreement and authorize Mayor to sign documents.

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: Franchise Agreement
Grantor(s): City of Cashmere
Grantee(s): Chelan County
Legal Description: N/A
Assessor's Tax Parcel ID: N/A

Filed with the Auditor pursuant to RCW 39.34.040

**BOARD OF COUNTY COMMISSIONERS
CHELAN COUNTY, WASHINGTON**

RESOLUTION NO. 2021- ____

**GRANTING A FRANCHISE TO THE CITY OF CASHMERE
FOR DOMESTIC WATER AND SANITARY SEWER FACILITIES
ON COUNTY RIGHTS-OF-WAY**

WHEREAS, the Chapter 36.55 of the Revised Code of Washington authorizes the Board of County Commissioners to grant franchises to persons or private or municipal corporations to use the right-of-way of county roads for construction and maintenance of waterworks, gas pipes, telephone, telegraph, and electric lines, sewers and other such facilities;

WHEREAS, the City of Cashmere has submitted a franchise application for the construction, operation, and maintenance of domestic water distribution pipelines and sanitary sewer system facilities in county right-of-way as required by Chapter 8.25 Chelan County Code (CCC); and

WHEREAS, after due notice, the Board of County Commissioners held a public hearing on City of Cashmere's application, to hear public comment and consider whether to grant the requested construction, operation, and maintenance of domestic water distribution pipelines and sanitary sewer system facilities franchise to the City of Cashmere; and

WHEREAS, a franchise is a legislative authorization to use county road rights-of-way and actual construction and maintenance activities in the county road rights-of-way will be subject to administratively approved right-of-way permits after review of specific plans.

NOW, THEREFORE, BE IT RESOLVED:

Section 1

The City of Cashmere is granted a franchise to construct and maintain its operation, and maintenance of domestic water distribution pipelines and sanitary sewer system facilities on county rights-of-way in the area of the City of Cashmere Urban Growth Area (UGA) as set forth in Appendix A, which is attached hereto and incorporated by this reference.

Section 2

Within sixty (60) days after the passage and approval of this franchise resolution by the Board of County Commissioners, the City of Cashmere may accept this franchise by filing with the Clerk of the Board an unconditional written acceptance of this franchise, together with the accompaniments specified in Section 3 below. Failure of the City of Cashmere to so accept the franchise within said period of time shall be deemed a rejection of this franchise by the City of Cashmere, and the rights and privileges granted by the franchise shall automatically, after the expiration of the sixty (60) period, cease and terminate, unless the time period is extended by resolution duly passed for that purpose.

Section 3

The franchise granted by this resolution shall take effect, if at all, on the ____ day of _____ 2021 (the "Effective Date"), if all of the following conditions have then been fully met:

- (i) a minimum of ten (10) days have passed since the Board of County Commissioners executed this franchise resolution; and
- (ii) the City of Cashmere executes the acceptance page of this franchise resolution and returns the same to the Clerk of the Board; and
- (iii) the City of Cashmere presents to the County acceptable evidence of insurance and performance security as required in Attachment A; and
- (iv) the City of Cashmere applicable costs and fees as set forth in Chelan County Code 8.90.020, Section IX-Utility Permits and Franchises.

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RESOLUTION APPROVED this ____ day of _____, 2021 in Wenatchee, Washington.

BOARD OF COUNTY COMMISSIONERS
CHELAN COUNTY, WASHINGTON

BOB BUGERT, Chairman

KEVIN OVERBAY, Commissioner

TIFFANY GERING, Commissioner

ATTEST: CARLYE BAITY

Clerk of the Board

Date: _____

ACCEPTANCE BY CITY:

The provisions of the franchise granted by this franchise resolution are agreed to and hereby accepted as evidenced by the authorized signature below. By accepting this franchise, City of Cashmere, a Washington municipal corporation, covenants and agrees to perform and be bound by each and all the terms and conditions imposed by the Chelan County Code and by this franchise resolution.

Dated: _____, 2021

CITY OF CASHMERE

By: _____

Printed Name: _____

Title: _____

CERTIFICATION OF COMPLIANCE WITH CONDITIONS
AND EFFECTIVE DATE:

I certify that I have received confirmation that: (1) the City of Cashmere returned a signed copy of this franchise to the Board of County commissioners within the time provided in Section 2 of this franchise resolution; (2) the City of Cashmere presented to the County acceptable evidence of insurance and security as required in the Attached Appendix A to the franchise resolution; and (3) the City of Cashmere has paid all applicable costs and fees as set forth in the Attached Appendix A to this franchise resolution.

Dated this _____ day of _____, 2021

By: _____
Clerk of the Board
Chelan County Commissioners

APPENDIX “A”

TO RESOLUTION NO. 2021-_____

GRANTING A FRANCHISE TO THE CITY OF CASHMERE FOR DOMESTIC WATER AND SANITARY SEWER FACILITIES ON COUNTY RIGHTS-OF-WAY

SECTION 1 Grant of Franchise

For a period of twenty-five (25) years and subject to the terms and conditions of this Agreement, the Board of County Commissioners for Chelan County, State of Washington, hereby grants to the City of Cashmere, its successors and assigns, a non-exclusive franchise to construct, extend, operate, repair and maintain its domestic water distribution and sanitary sewer system in, upon, under, across, along and over the County road rights-of-way within its current Urban Growth Area in unincorporated Chelan County.

SECTION 2 Definitions

The following definitions are provided for the sole purpose of proper interpretation and administration of this resolution:

“**Appurtenance(s)**” means equipment and/or accessories which are a necessary part of the City’s Facilities.

“**City**” means the City of Cashmere, a Municipal Corporation in Chelan County, State of Washington. When referencing work performed in the County right-of-way, including restoration, or disturbance of, obstruction of, or interference with the County right-of-way, “City” shall include the City’s contractors and any customers or other third parties performing any activity in the right-of-way on behalf of or instead of the City, or with the City’s knowledge, acquiescence, or authorization.

“**Commission**” refers to the Board of County Commissioners for Chelan County acting in its official capacity.

“**County**” means Chelan County, Washington, a municipal corporation under the laws of the State of Washington.

“**County Engineer**” means the Chelan County Engineer.

“**Director**” means the Chelan County Public Works Director.

“**Facilities**” or “**System**” or “**Works**” means the City’s system of domestic water distribution and sanitary sewerage pipelines and appurtenance(s) located within County road rights-of-way in the Franchise Area, including water pipe mains, valves, laterals and necessary sanitary sewage collection mains, and fixtures appurtenant thereto, for collection

treatment, disposal, and treatment of domestic, commercial, and industrial wastewater in accordance with federal and state regulations.

“Franchise” Means an occupancy and use document granted by the County required for occupancy of road rights-of-way in accordance with RCW 36.55, RCW 80.32, and County Code.

“Franchise Area” Means the area in which the City’s facilities exists and occupy County right of way, as shown in Exhibit 1.

“MUTCD” means the Manual of Uniform Traffic Control Devices, including amended editions or a successor.

“Permitted Use” means the City’s irrigation water distribution facilities located within the Franchise Area.

“Pothole” means to expose a utility by mechanical or vacuum excavation in order to visually verify its location.

“Right-of-way” means land, property, or property interest (e.g., an easement), usually in a strip, acquired for or devoted to transportation purposes and as a utility corridor. “Right-of-way” includes any County road.

“Road” or **“Roadway”** means a street, road, or other public way, including shoulders, designated for the purpose of vehicular traffic. As used herein, these terms refer only to those roads or roadways in which the County has an actual interest within the Franchise Area.

“UGA” means the current Urban Growth Area for the City of Cashmere.

SECTION 3 Permits, Plans, Specifications

3.1 County Requirements

The City covenants that in consideration for the rights and privileges granted by this Franchise, all work performed by the City on County right-of-way shall, at a minimum, conform to all County requirements in effect at the time that work is performed. These County requirements include, but are not limited to, the County Code regarding utilities on rights-of-way and disturbing county roads, county road cut repair standards and requirements, and MUTCD traffic control requirements.

3.2 Permits for Work in the Right-of-Way

The City has the right, privilege, and authority to enter the County right-of-way for the purpose of operating, maintaining, repairing, or constructing its Facilities, on the condition that prior to commencing any work on a County right-of-way the City obtains and complies

fully with all required federal, state, and County permits required for such work.

3.3 County Permits for Work in the Right-of-Way

Notice shall be given one-week prior for any and all work within the County right-of-way. Applications for permits for work requiring pavement cuts in County right-of-way shall be presented to the Public Works Department, which may require copies of plans, blueprints, cross-sections, or further detailing of work to be done. Permits shall be granted at no cost to the City. In an emergency, the City may perform emergency repairs in County right-of-way without prior notice to the County, but shall without delay provide verbal notice to the County followed as soon as feasible by a written notice and application. The City shall comply with all terms, conditions, standards and insurance coverages which may be required under the terms of the permit(s). The City shall comply with the following requirements, whether or not stated in any permit:

- A. Any work done by the City will include necessary paving, patching, grading, and any other reasonable necessary repair or restoration to the County right-of-way. All repairs shall be done to the satisfaction of the County Engineer at the City's expense.
- B. All of City's equipment which is used in the operation, maintenance, repair, or construction of the City's Facilities and which is located within the County road rights-of-way shall be considered to be part of the City's System and shall be the City's responsibility.
- C. All permits for the operation, maintenance, repair or construction of said System shall be applied for and given in the name of the City, who will be responsible for all work done under the permit.
- D. The City shall provide copies of all plans and specifications to the County at no cost to the County.
- E. City shall abide by all terms and conditions of permits issued by the County, shall perform all work consistent with all permit provisions, and shall be responsible for traffic management during the performance of any work undertaken in the right of way.
- F. The City shall pay an annual franchise fee of **\$1,500.00** for the right to maintain its water and sewer system in the County right-of-way and to cover the County's costs related to issuance of required permits for work in the right-of-way; provided, that each year the County may adjust the franchise fee. The franchise fee may be adjusted effective on the first day of May of each year based on the change in the Consumer Price Index (CPI-U) for the U.S. cities average published by the Department of Labor Statistics for the previous calendar year. Once the Consumer Price Index (CPI-U) for the North Central Washington area is established, the County reserves the right

to use it in place of the U.S. Cities average. These annual rate changes shall be adopted by the Board of Chelan County Commissioners prior to becoming effective.

- G. Traffic control for work completed in the right-of-way shall be in accordance with the Manual of Uniform Traffic Control Devices, (MUTCD).
- H. Except as may otherwise be agreed in writing between the parties, the City shall post financial assurance for the estimated amount for repairs and shall pay all other required County fees before any permit may be issued to allow the City to disturb any County Right of Way.
- I. If work done under this Franchise interferes in any way with the drainage of the County Road, the City shall wholly and at its own expense make such provision as the County Engineer may direct to take care of such drainage.
- J. All work by the City shall be done to the satisfaction of the County Engineer in accordance with the most recent repair standards adopted by the County.
- K. On completion of any work by the City, all rubbish and debris shall be immediately removed and the roadway and roadside shall be left substantially in the condition it was in prior to the work.

SECTION 4 Undergrounding; Shared Excavations

4.1 Location of Facilities

The City's Facilities shall be located to minimize the need for later adjustment or relocation to accommodate future roadway improvements and to permit access to servicing such City's Facilities with minimum interference with roadway traffic and with other utilities. Where existing utility facilities are in place, new or relocated City's Facilities shall be installed compatible with the existing installations. Locations of new or relocated City's Facilities within county rights-of-way shall be approved in writing by County Engineer prior to installation.

4.2 Undergrounding

The City acknowledges that the County desires to promote a policy of undergrounding of facilities within the Franchise Area. To the extent feasible, the City's Facilities shall be located underground in conformity with county codes, laws, regulations, agency orders, and industry standards.

4.3 Shared Excavations

The City acknowledges that the County desires to promote a policy of coordination and cooperation among franchisees in the right-of-way and agrees to make a good-faith effort to coordinate and share excavations with other franchisees with facilities in the vicinity of proposed excavation upon such terms as may be agreed between franchisees and satisfactory to the County; provided that such sharing of excavations shall not interfere with, hinder, or delay any County construction project or maintenance.

4.4 Coordinating Design

The City shall consult with the County and with other franchise holders in the City's project area as early as feasible in City's project planning to coordinate the design and the timing of the work of any of City's projects affecting the County or any other franchise holder in the Franchise Area.

SECTION 5 Maintenance of City Facilities

5.1 Maintenance

The City shall, at its sole expense, maintain its Facilities and Works located within County right-of-way in a condition reasonably satisfactory to the County.

5.2 City's Property in the Right-of-Way

The County will not assume responsibility for damage to the City's property and various objects that are placed in County right-of-way, except to the extent caused by the negligence or willful misconduct of the County. The City will maintain its above-ground facilities within the County right-of-way so as not to unreasonably interfere with County's maintenance of its right-of-way nor the free and safe passage of traffic.

SECTION 6 Record of Location of City Facilities; Emergency Management Plan; Hazardous Conditions

6.1 Record of Location of Facilities

The City shall maintain full, current and complete records showing the exact location, and size of its Facilities and Works in the County right-of-way. These records shall be subject to inspection at reasonable times by the proper officials and agents of the County, and a copy of these records shall be furnished to the County upon request.

6.2 Emergency Management Plan

The City shall prepare, file, and keep updated with the County an emergency management plan for responding to any emergency condition related to its Works and affecting the County right-of-way. The City's plan shall designate responsible officials and emergency

24-hour on-call personnel and the procedures to be followed when responding to such emergency.

6.2.1 Emergency Contact Information for City:

24-Hour Contact Number: _____

Contact Name or Title: _____

6.2.2 Emergency Contact Information for County:

24-Hour Contact Number: (509 663-9911)

Contact Name: RiverCom 911

6.2.3 After being notified of an emergency, the City shall cooperate with the County and make every effort to respond as quickly as practical with action to minimize damage and to secure life e health and safety of the public.

6.3 **Hazardous Conditions**

6.3.1 Whenever any condition or operation caused by any activity undertaken by the City pursuant to this Agreement becomes a hazard to life and limb, endangers property or public resources, or adversely affects the safety, use, or stability of a public way or drainage channel, the County Engineer shall notify the City in writing of the property upon which the condition or operation is located, or other person or agent in control of said property, and direct them to repair or eliminate such condition or operation within the period specified therein so as to eliminate the hazard and be in conformance with the requirements of this Franchise.

6.3.2 Should the County Engineer have reasonable cause to believe that a situation is so adverse as to preclude written notice, the County Engineer may take the measures necessary to eliminate the hazardous situation, provided that he/she shall first make a reasonable effort to notify the City before acting. If the City creates or causes the hazardous situation, the City shall be responsible for the payment of any reasonable costs incurred by the County to eliminate the hazard. If costs are incurred and the hazardous situation has been created in conjunction with or as a result of an operation for which a bond has been posted pursuant to any County authorization, the County Engineer shall have the authority to forfeit the bond or other security to recover the costs incurred. Notwithstanding the foregoing, the County shall give the City advance written notice of the County's intention to seek forfeiture of a bond and documentation of the amount that is due for elimination of the hazard. If the County still has not received payment thirty (30) days after the date of the City's receipt of such notice, the County may access the bond upon ten (10) days' prior written notice to the City.

SECTION 7. Restoration of County Right-of-Way

7.1 Restoration of Right-of-Way

After the City performs work in, on, upon, over, under, across, along, or adjacent to County road right-of-way, the City is responsible for and shall leave the County right-of-way in at least as good a condition as the right-of-way was before any City work was done and in compliance with current laws and regulations. In the event of any excavation through a paved public property, the City shall restore the paved area per the most current Chelan County Road Cut Repair Standards or as agreed upon by the County Engineer. Restoration under these circumstances shall be at the City's sole expense. All work shall be done to in full compliance with the requirements of the Americans with Disabilities Act of 1990 (ADA), as amended.

7.2 Failure to Restore Right-of Way

If the City, its agents or its contractors, fails to restore any County road right-of-way to the reasonable satisfaction of the County Engineer, the County may, after 20 days written notice make such repairs or restorations as are necessary to return the County road rights-of-way to their pre-work condition, except if in the reasonable opinion of the County Engineer, the City's deficient restoration causes an emergency situation resulting in an immediate hazard to public safety, health, or property, the County may repair the deficiency without prior notice to the City. The County shall provide oral notice followed by written notice immediately following such emergency repair. The City shall be responsible for reimbursing the County for any and all costs and expenses incurred by the County to correct any deficiency in the City's restoration of the right-of-way, whether with notice as set out above or on an emergency basis. Upon the County's presentation of an itemized bill for repair or restoration, including the costs of labor and equipment, the City shall pay the bill within 90 days. If the County brings suit upon the City's failure to pay for repair and restoration, and if judgment in such a suit is entered in favor of the County, then City shall pay all of the actual costs, including interest from the date the bill was presented, disbursements, and reasonable attorneys' fees and litigation-related costs incurred.

SECTION 8 Survey Markers and Monuments

8.1 Reference Points

Before the City performs any work under this Agreement, the City shall establish two or more reference marks to all monuments and markers of every nature relating to subdivisions, plats, rights of way, and all other surveys within the City's work areas. The reference points shall be located so that they will not be disturbed during any of the City's operations under this Franchise. The method of referencing monuments or other markers or points shall be approved by the County Surveyor before placement.

8.2 Survey Markers and Monuments

The City is responsible, to comply with requirements for RCW 58.04.015, RCW 58.09.130, and WAC 332.120.010 - .070. The City shall, at its sole expense, obtain permits related to survey markers and monuments, engage licensed surveyors to perform survey work required by state law, and in compliance with state law and permits, replace all markers or monuments lost, destroyed, disturbed during any City construction or other City work.

SECTION 9 Hazardous Wastes, Substances

The City agrees that it will not negligently or intentionally cause the release of any hazardous substance, waste, or pollutant or contaminant (as defined by applicable law) into or upon any County right-of-way in violation of any state or federal law with respect thereto. The City shall notify the County and the State Department of Ecology in writing of any such illegal release. The City shall be completely liable for any and all consequences of such illegal release, including liability under any federal or state statute or at common law. The City shall indemnify and hold the County harmless, as provided in Section 18, from any and all liability resulting from such an illegal release and shall have full responsibility for completely cleaning up, as required by any government agency, any and all contamination from such release. The County shall be entitled to full contribution for all costs incurred by it as the result of any release of such materials by the City in violation of any state or federal law. Upon any such illegal release of a hazardous substance by the City, the County may give immediate notice of termination of this Agreement, or take whatever steps it deems appropriate to cure the consequences of any such release, all at the expense of the City, but only if the City does not promptly take corrective action after receiving written notice from the County Engineer.

SECTION 10 Relocation or Removal of City's Facilities

10.1 Relocation or Removal of City Facilities or Works

Whenever necessary for the construction, repair, improvement, alteration, or relocation of all or any portion of a County road as determined by the County Engineer, or if the County Engineer shall determine that the removal, relocation, or alteration of any or all facilities from County right-of-way is necessary, incidental, or convenient to the construction, repair, improvement, alteration, or relocation of any County road or other County facility, the City shall, at its sole expense, upon 180-days' notice by the County, lower, raise, change, relocate, reconstruct, or remove any and all such City facilities from the County right-of-way as may be required to conform to the plans for work contemplated or ordered by the County. If relocation and/or removal of the City's facilities is necessary but 180 days' notice is not feasible, the County shall provide the City with such notice as soon as reasonably practicable. All such changes, reconstruction, or relocation by the City shall be done in such manner as will cause the least interference with the County's performance and operations in the maintenance of its road.

10.2 Alternate Design

An alternative design may only be implemented upon the County Engineer's approval of the alternative as an acceptable design and safety equivalent to the County's design.

10.3 Failure to Relocate or Remove Facilities

Upon failure, neglect, or refusal of the City to perform any change, removal, relaying, or relocating of any facilities required of the City by this Franchise, the County may undertake and perform such requirement and the cost and expense thereof shall be immediately repaid to the County by the City. The City shall be financially responsible for delay costs incurred by the County or its Contractors due to the City's failure to relocate or remove City facilities within the timeframe described above. The City will be billed in writing for any delay costs and shall pay all delay costs within 30 days of receiving the written billing.

SECTION 11 County's Road Work; Coordinating Design; Excavating and Blasting

11.1 County's Right to Do Road Work

This Franchise does not prevent or prohibit the County from constructing, altering, relocating, maintaining, or using any County right-of-way covered by this Franchise. The County retains full power to make all changes, relocations, repair, maintenance, construction or improvements as it may deem fit. The right to operate, maintain, repair and construct City's Facilities granted by this Franchise, does not preclude the County, its agents or contractors from blasting, grading, or doing other road work contiguous to, in the vicinity of or likely to affect, the City's facilities or works and appurtenances in, upon, under, across, along and over county right-of-way. If requested during the construction phase of a County project, the City may be required to pothole its facilities to determine if conflicts exist. Once this request is made by the County, the City has five (5) days to complete the pothole or provide other utility location information to the County. If other forms of utility location information is provided, other than direct potholing, does not satisfy the County, the five (5) day window will continue to be in force. If the location information is not received within five (5) days, the City may be financially responsible for delay costs incurred by the County or its Contractors.

11.2 Coordinating Design

During the design phase of construction projects involving relocation of facilities, the County will consult with the City to coordinate design. Upon the County's request, the City shall locate its facilities during this time to facilitate the coordination. This may include the requirement to pothole at locations specified by the County. These potholes shall be completed within twenty (20) working days from the original request, either by email or letter.

11.3 Notice of Blasting or Excavating Work

The County will give the City seventy-two (72) hours' notice prior to County's conduct of blasting, or of excavation exceeding a depth of two (2) feet, in the portion of right-of-way in which the City's facilities are located. The requirement of prior notice shall be waived for blasting or excavation undertaken to protect public health or safety in emergency or hazardous conditions, however, if the circumstances permit, the County will endeavor to give the City as much prior notice as reasonably possible. Notwithstanding the foregoing, immediately following such activity, the County must notify the City orally and followed promptly by written notice, that the County entered the right-of-way and describe the actions taken by the County to mitigate or resolve the emergency or hazardous condition.

SECTION 12 Third Party Facilities

12.1 Agreement is Not Exclusive

This Agreement shall not be deemed or held to prohibit the County from granting rights of like or other nature to other public or private entities or utilities, nor shall it prevent or limit County from using its roads, rights-of-way, or public places, nor affect the County's right to full control and supervision over all or part of them, none of which is hereby surrendered.

12.2 Location of City's Facilities and Works

The City's Facilities and Works shall be located to minimize the need for later adjustment or relocation to accommodate future roadway improvements and to permit access to servicing such Facilities and Works with minimum interference with roadway traffic and utilities. Where existing facilities are in place, new or relocated facilities shall be compatible with the existing installations. Locations of new or relocated facilities within the right of way shall be approved in writing by the County prior to installation.

SECTION 13 Binding Effect and Assignment

13.1 Binding Effect

All of the provisions, conditions, regulations and requirements herein contained shall be binding upon the City, its successors and assigns, and all privileges as well as all obligations and liabilities of the City shall inure to its successors and assigns equally as if they were specifically mentioned in this Agreement.

13.2 Assignment or Transfer

The City may assign or transfer this Agreement with prior written consent of the County. Such consent to assign shall not be unreasonably withheld, conditioned or delayed. No assignment or transfer by the City shall be effective unless the City's assignee accepts all rights, conditions, terms, provisions, and responsibilities contained within the Agreement. The County may condition its approval of the assignment upon the assignee's acceptance

of new or modified terms of the Agreement. If the County's consent is given and the Agreement is assigned, a copy of the assignment shall be filed with the County Auditor and the assignee shall be responsible for such filing costs. Any assignment or delegation in violation of this Section is null and void.

SECTION 14 Failure to Comply with Franchise Terms; Modification and/or Revocation; Notice; Annexation

14.1 Dispute Resolution

Prior to the County exercising authority provided in Sections 14.2, 14.3, and 14.4, the parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Franchise Agreement through negotiations between a director of each of the parties with authority to settle the relevant dispute. If the dispute cannot be settled within fourteen (14) days from the date on which either party has served written notice on the other of the dispute then the parties are free to avail themselves of any other remedy at law or in equity. Performance of this Franchise Agreement shall continue during negotiation proceedings.

14.2 Failure of City to Comply with Franchise Terms

If the City shall violate or fail to comply with any of the terms, conditions or responsibilities of this Franchise through neglect or failure to obey or comply with any notice given the City under the provisions of this franchise, the Commission may revoke, amend, alter, change or supplement this Franchise.

14.3 Notice of Intent to Modify

If the City, its successors or assigns, shall violate or fail to comply with any of the terms, conditions or stipulations or any modifications of this Franchise through neglect or failure to obey or comply with any notice given the City under the provisions of this Franchise, either the County Engineer or the Commission may notify the City of the County's intent to amend, alter, change or supplement this franchise. Chelan County shall give to the City thirty (30) days' written notice of its intention to amend, alter, change or supplement this Franchise, during which period the City shall have the opportunity to remedy the failure to comply.

14.4 Notice of Intent to Revoke

If Chelan County intends to revoke the Franchise, the City will be given written notification. A public hearing shall be scheduled within ninety (90) days following the notification. The decision to revoke this Franchise will become effective ninety (90) days following the public hearing if the Commission finds the revocation to be in the public interest.

14.5 Annexation

If the County's right-of-way or portion thereof, is annexed or condemned, the County's successor shall be subject to the City's occupancy to the extent allowed by law.

SECTION 15 Breach

15.1 Breach

Except as otherwise provided for in this Agreement, and upon written notice, either party in default of the terms and conditions of this Agreement will have thirty (30) days to cure the default. A party is not considered to be in breach of this Franchise if the party commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Agreement, terminate this Franchise.

15.2 Waiver of Breach

A party's failure to enforce, or election to not enforce, any provision of this Agreement does not constitute a waiver of its right to enforce that provision or any other provisions of this Agreement.

SECTION 16 Renewal; Extension; Abandonment of Facilities or Works

16.1 Renewal

If the City elects to renew this Agreement, the City shall submit written application/notice to the County at least one hundred twenty (120) days prior to the franchise expiration date.

16.2 Extension Pending Renewal

If the City initiates a renewal of this Agreement, the County may, at its sole discretion, extend the term of the Agreement for up to one year.

16.3 City's Abandonment of Facilities; Render Safe or Remove

If the City decides to discontinue use of and abandons any of its facilities or Works, or if the County reasonably determines that the City has discontinued using and abandoned any of its facilities or Works, the City shall, at its sole cost and as directed by the County Engineer, render the facilities safe and remove any lines, wires, pipes, or remove the entire facilities or Works, or portions thereof as directed by the County Engineer. If the City fails to comply with the County Engineer's direction, the County shall have the right, at the City's sole expense, to render safe or remove any of the City's lines, wires, pipes, facilities, or portions of facilities or Works as is reasonably necessary for the public's health, welfare, safety, or convenience including, but not limited to, the safe operation of County roads, the

safe operation of the facilities of franchise or permit holders, or for the construction, renewing, altering, or improving of any County right-of-way, or for the installation of lines and/or facilities of franchise or permit holders.

SECTION 17 Other Activities Regulated Chelan County Code

This Agreement does not authorize the City to engage in any other activities regulated by Chelan County Code or by any other agreement. If the City desires to engage in any such other activities, the City must first obtain from the County a separate agreement.

SECTION 18 Hold Harmless and Indemnity

18.1 Hold Harmless and Indemnity

The City, its successors and assigns, agree to hold the County, its elected and appointed officials, officers, and employees, harmless from all claims, demands, damages, expenses or suits that: (1) arise out of or are incident to any negligence by the City, its agents, contractors or employees in the use of County right-of-way pursuant to this Agreement or (2) are caused by the breach of any conditions of this Agreement by the City, its officers, agents, contractors or employees. Nothing herein shall require the City to indemnify and hold harmless the County, its elected and appointed officials, officers, and employees from claims, demands, damages, expenses or suits based solely on the conduct or negligence of the County, its elected and appointed officials, officers, employees and contractors and provided further that if the claims, demands, damages, expenses or suits are caused by or result from concurrent negligence of the City, its officials, agents, contractors or employees and/or any person whomsoever, in connection with the City's, its officials, assigns, agents, contractors' or employee's or the County, its elected and appointed officials, officers, employees and contractors, the indemnity provisions provided herein shall be valid and enforceable to the extent of the City's negligence or the negligence of the Gran tee's agents, employees or contractors.

18.2 Limitation on County Liability

City, on behalf of its assigns, agents, licensees, contractors and employees, agrees to waive any claims for losses, expenses, damages or lost revenues incurred by it or its agents', contractors', licensees', employees' or customers' construction, installation, maintenance, operation, use, or occupancy of the right-of-way or in exercise of this Franchise against the County, its elected and appointed officials, officers, and employees except the reasonable costs of repair to property resulting from the negligent injury or damage to City's property by the County, its elected and appointed officials, officers, employees or contractors. Administration of this Franchise shall not be construed to create the basis for any liability on the part of County, its appointed and elected officials, officers, and employees, for any injury or damage from the failure of City to comply with the provisions of this Franchise; by reason of any plan, schedule, or specification review, inspection, notice and order, permission, or other approval or consent by County; for any action or inaction thereof authorized or done in connection with the implementation or enforcement of this Franchise

by County, or for the accuracy of plans submitted to County. If at any time County vacates any right-of-way covered by this Franchise, County shall not be held liable for any damages or loss to City by reason of such vacation.

18.3 Section 18 Provisions Survive Transfer, Assignment, or Termination of Agreement

The provisions of this Section 18 shall survive the transfer, assignment, or termination of this Agreement.

SECTION 19 Insurance

19.1 Coverage Required

City shall obtain and maintain general comprehensive liability insurance on a per occurrence basis naming the County as an additional insured with limits no less than three million dollars (\$3,000,000.00) for each occurrence of bodily injury liability or property damage liability and shall provide the County with certificates of said insurance. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated. The amounts listed in this paragraph shall not constitute any limitation of liability. The City shall initially, and annually thereafter, provide County with proof of the required insurance. Failure to obtain the required insurance policy or lapse of insurance coverage shall be a basis for revocation of this Franchise.

19.2 County as Additional Insured

All of the insurance required by this Agreement shall be endorsed to include the County as an additional insured and shall stipulate that the insurance afforded by the City's policy (s) shall be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention trusts maintained or participated in by the parties shall be excess and not contributory to insurance required. All liability insurance policies will be endorsed to show this additional coverage.

19.3 Self-Insurance

In lieu of the insurance requirements set forth above, the City may self-insure against such risks in such amounts as are consistent with good utility practice and the per occurrence minimum of \$3,000,000.00. Grantee shall provide the County with a self-insurance letter as evidence that Grantee maintains a satisfactory self-insurance program.

SECTION 20 Non-discrimination

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, religion, ancestry, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational

qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, sexual orientation, race, color, religion, ancestry, national origin, age except, minimum age and retirement provisions, marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination, or suspension in whole or in part, of the Agreement by County.

SECTION 21 Governing Law and Venue

This Franchise shall be governed by the laws of the State of Washington and that any lawsuit regarding this Agreement must be brought in the Superior Court for Chelan County, Washington, or in the case of a federal action, in the United States District Court for the Eastern District of Washington at Spokane, Washington. In the event action is taken to enforce the terms of this franchise, then each party shall be responsible for its own attorney's fees and costs.

SECTION 22 Acceptance of Terms and Conditions

Full acceptance and execution of Agreement is a condition precedent to it taking effect.

SECTION 23 Compliance with Laws

The City shall comply with applicable federal, state, and local laws, codes, and regulations, as now may be in force or as may be further enacted or amended, including, but not limited to, the State Environmental Policy Act and Chelan County Code.

SECTION 24 Notice and Contact Information

24.1 Notice

Except as provided in the following section, notice (other than legal process) provided for in this Agreement shall be sent via certified mail, return receipt requested, or delivered personally with notice deemed given upon receipt or first refusal and shall delivered be sent to the following addresses:

To County:

County Engineer
Chelan County Public Works Department
316 Washington Street, Suite 402
Wenatchee, WA 98801
Phone: 509.667.6415
Fax: 509.667.6250

With a copy to:

Board of Chelan County Commissioners
400 Douglas Street, Suite 201
Wenatchee, WA 98801
Attn: Clerk of the Board
Phone: 509.667.6215
Fax: 509.667.6599

To City:

City of Cashmere
Attn: Mayor
101 Woodring Street
Cashmere, WA 98815

24.2 Notice by Alternate Method

If agreed in writing by the parties' designated representatives identified in Section 24.1, notice (other than legal process) provided for in this Agreement may alternatively be delivered via facsimile (fax) or email to the receiving party's representative.

24.3 Contact Information To Be Kept Current

Each party shall promptly provide notice to the other of any change in address and/or other changes of contact information for its representative.

SECTION 25 Miscellaneous

25.1 Amendment

This Franchise may be amended only by written instrument, executed by both parties, which specifically states that it is an amendment to this Franchise.

25.2 Exhibits

The attached Exhibit 1 is incorporated by reference.

25.3 Entire Agreement

This Franchise, including the attached Exhibit 1, contains the entire agreement of the parties.

25.4 Severability

This Franchise gives effect to purposes and uses which are consistent with economical and efficient services rendered in the public interest. If any section, subsection, paragraph, sentence, clause, phrase, or provision of this Franchise or its application is determined to be invalid by a court of law, then the remaining provisions of this Franchise shall continue and remain valid unless the dominant purpose of the Franchise would be prevented or the public interest is no longer served.

25.5 Franchise Compensation

At all times when the County is authorized to charge the City franchise compensation pursuant to the December 5, 2019 Washington State Supreme Court decision in the case of King County v. King County Water Districts, et al, in Cause number 96360-6 or pursuant to another applicable law, the County, upon first providing the City with 180 days prior written notice of its intent to do so, may require the City to pay franchise compensation to the County in exchange for the right of the City to use the County right of way. Any franchise compensation required to be paid pursuant to this Subsection is in addition to and not a substitute for or in lieu of the annual franchise fee set forth in Subsection 3.3(F) or the franchise application fee.

SECTION 26 Effective Date

This Franchise shall be in full force and effect from the date of recording with the office of the Chelan County Auditor after acceptance and full execution by the parties.

Exhibit 1 FRANCHISE BOUNDARIES



Staff Summary

Date: 6/9/2021
To: City Council
From: Steve Croci, Director of Operations
RE: Chelan County Trails Plan

Chelan County is developing a Pathway Plan for multi-use, inter-urban trail types within the county. The plan is estimated to cost \$75,000. Chelan County and the Regional Port Authority are covering most of the cost. The City is asked to contribute towards the development of the plan. Staff recommends contributing at least \$1,000.

Public and stakeholder feedback received thus far on the Pathway Plan indicated the segment between Monitor and Cashmere is one of the highest priorities. To identify a preferred alignment for this segment Chelan County with support from the City submitted a grant application for federal funds to the Chelan Douglas Transportation Council. The cost of this alignment analysis is \$50,000 (\$40,000 grant, \$5,000 Chelan County, \$5,000 City). Staff recommends pledging \$5,000, commitment is subject to award of the grant.

Staff Recommendation:

MOVE to provide funding for the Pathway Plan and pledge funds for the alignment analysis.

Eligible Uses for funding provided by American Rescue Plan Act (ARPA)

A. Public Health and Economic Impacts

Response to the disease itself or harmful consequences of the economic disruptions resulting from the COVID-19 public health emergency.

1. Responding to COVID -19
 - a) *COVI-19 Mitigation and Prevention*
 - b) *Medical Expenses*
 - c) *Behavioral Health Public*
 - d) *Health and Safety Improving*
 - e) *Public Health Programs*
2. Responding to Negative Economic Impacts
 - a) *Assistance to Unemployed*
 - b) *Assistance to Households*
 - c) *Improve Economic Relief Programs*
 - d) *Small Business and Non-profits*
 - (1) Loans or grants to mitigate financial hardship
 - (2) Implement COVID-19 prevention
 - (3) Technical Assistance
 - e) *Rehiring Staff, Aid to Impacted Industries*
 - f) *Building stronger Communities, Housing and Neighborhoods*
 - (1) Homelessness
 - (2) Affordable housing
 - g) *Addressing Educational Disparities*
 - (1) New/enhanced Early Learning
 - (2) Tutoring, Summer school, afterschool other extended learning
 - h) *Promoting Healthy Childhood Environments*
 - (1) Childcare
 - (2) Home Visits health and social services
3. Revenue Loss – Provision of government services to the extent of the reduction in revenue experienced due to COVID-19
4. Investments in Infrastructure
 - a) *Clean Water*
 - b) *Wastewater*
 - c) *Stormwater*
5. Broadband Infrastructure