



## City of Cashmere

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

CASHMERE CITY COUNCIL MEETING  
MONDAY, SEPTEMBER 13, 2021, 6:00 P.M., CITY HALL

**DUE TO THE COVID-19 PANDEMIC AND THE GOVERNOR'S PROCLAMATION;  
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 August 23, 2021, Regular Council Meeting
2. Payroll and Claims Packet Dated September 13, 2021
3. Acceptance of the Alley Chip Seal project as complete

BUSINESS ITEMS

4. 2022 Agreement for Emergency Services

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 AUGUST 23, 2021 AT CASHMERE CITY HALL – In Person and Digital

OPENING

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

Due to the COVID-19 pandemic and the Governor’s proclamation; public can attend the council meeting in person, by phone or by digital conference.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jim Fletcher	
Council:	Vacant Chris Carlson - Digital Dave Erickson - Digital Jayne Stephenson - Digital Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer Steve Croci, Director of Operations Chuck Zimmerman, City’s Attorney Kait Schilling, City’s Attorney	

ANNOUNCEMENTS

No announcements.

APPROVAL OF AGENDA

MOVED by Councilor Erickson and seconded by Councilor Pratt to approve the agenda as presented. Motion carried 4-0.

CONSENT AGENDA

Minutes of July 26, 2021, Regular Council Meeting  
Payroll and Claims Packet Dated August 9, 2021

Claims Direct Pay and Check #41357 and #41358 through #41383 totaling \$102,498.32

MOVED by Councilor Erickson and seconded by Councilor Stephenson to approve the items on the Consent Agenda with the correction to the minutes. Motion carried 4-0.

PUBLIC HEARING ON THE SIX-YEAR TRANSPORTATION PROGRAM (TIP)

Mayor Fletcher opened the public hearing at 6:02 p.m. to receive comment from the public on the Transportation Improvement Program. Director Croci announced he received an email requesting the council to consider re-opening Angier Bridge. No comments were received from public.

The Mayor closed the Hearing at 6:03 p.m.

RESOLUTION NO. 02-2021 ADOPTING THE SIX-YEAR TIP FOR YEARS 2022-2027

MOVED by Councilor Carlson and seconded by Councilor Pratt to approve Resolution No. 02-2021 adopting the Six-Year Transportation Improvement Program for 2022-2027. Motion carried 4-0.

ORDINANCE NO. 1303 APPROVING FARMERS MARKET SIMPSON PARK USE AGREEMENT

MOVED by Councilor Carlson and seconded by Councilor Erickson to adopt Ordinance No. 1303 approving the Farmers Market Simpson Park Use Agreement. Motion carried 4-0.

CASHMERE RIVERSIDE CENTER BUILDING USE AGREEMENT

MOVED by Councilor Erickson and seconded by Councilor Stephenson to approve the Cashmere Riverside Center Building Use Agreement. Motion carried 4-0.

KENNEDY ROAD SPECIAL USE PERMIT AGREEMENT

MOVED by Councilor Pratt and seconded by Councilor Carlson to approve the Kennedy Road Special Use Permit Agreement. Motion carried 4-0.

INTERLOCAL LAW ENFORCEMENT SERVICE AGREEMENT 2022-2025

MOVED by Councilor Carlson and seconded by Councilor Pratt to approve Interlocal Law Enforcement Service Agreement for 2022-2025. Motion carried 4-0.

LEASE AGREEMENT FOR STORAGE AND OFFICE FACILITIES – CHELAN COUNTY & SHERIFF (LESSEE)

MOVED by Councilor Pratt and seconded by Councilor Stephenson to approve Lease Agreement for Storage and Office Facilities. Motion carried 4-0.

SUPPLEMENTAL AGREEMENT #1 PIONEER SAFE ROUTES TO SCHOOL – SERVICES DURING CONSTRUCTION

A supplement to the existing Local Agency A&E Professional Services Agreement with RH2 Engineering, approved by Washington State DOT. This Supplemental Agreement with RH2 provides construction inspection and contract administration for the Pioneer Safe Routes to School project, which will increase the total project cost and budget by \$14,999.92.

MOVED by Councilor Erickson and seconded by Councilor Pratt to approve the Supplement Agreement #1 for Pioneer Safe Routes to School for services during construction. Motion carried 4-0.

PACE ADDITIONAL SERVICES AGREEMENT #2 – ADDITIONAL INSPECTION SERVICES FOR SULLIVAN ST. PROJECT

Addition Services Agreement #2 with PACE Engineering to provide additional construction management and inspection services for Sullivan Street water and sewer project. Time and material basis, not to exceed \$22,532.00.

MOVED by Councilor Pratt and seconded by Councilor Carlson to approve the Additional Services Agreement #2 with Pace Engineering for additional inspection services for the Sullivan Street project. Motion carried 4-0.

EMPLOYMENT AGREEMENT FOR LEVEL 3 WASTEWATER OPERATOR SERVICES

Agreement for wastewater operating service with a level 4 operator to provide operator in charge duties as required by Washington State Dept of Ecology. This is a part time, temporary agreement, to bridge the gap and comply with state regulations, until a qualified full-time operator is retained.

MOVED by Councilor Carlson and seconded by Councilor Erickson to approve the Employment Agreement for Level 3 Wastewater Operator services. Motion carried 4-0.

City Council Minutes  
August 23, 2021

PROGRESS REPORTS

Director of Operations Steve Croci announced that the Sullivan Street project is progressing and the Safe Routes to School project will start tomorrow.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:37 p.m.

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James Fletcher, Mayor

Attest:

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Kay Jones, City Clerk-Treasurer



# Chelan County Sheriff's Office

**Brian Burnett, Sheriff**

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

August 26, 2021

RECEIVED AUG 30 2021

Dear City Partners,

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

With the preparations of our own 2022 budget, we have been analyzing the costs for our Emergency Management Division. The 2021 EM rate charged to cities was \$2.88 per capita. During our 2021 budget creation time last year we initially had anticipated moving our commissioned Sergeant from Emergency Management back into our Patrol Division and moving forward with a non-commissioned EM Assistant Director for 2022. We were unable to come to a mutual agreement with our Chelan County Sheriff's Deputy Association and we will continue the oversight of this program by a commissioned Sergeant. This is a contributing factor to the increase in per capita cost. Additional contributing factor to the increase in per capita cost is moving our Emergency Management Division into a new office space which will significantly increase our monthly lease amount.

Moving forward, the new per capita rate implemented for 2022 will be \$2.95.

For population numbers on each individual city, we continue to use estimates from the [www.ofm.wa.gov](http://www.ofm.wa.gov) website to assist us in our yearly calculations.

We have enclosed your 2022 Emergency Management contract, for your review and signature. Please sign and return, and we will complete signatures on our end, then return a fully executed copy. If you have any questions or concerns, please let me know.

Sincerely,

Brian Burnett  
Sheriff

Integrity ★ Teamwork ★ Excellence

**Jason Mathews**  
Undersheriff



**Adam Musgrove**  
Chief of Patrol



**Kim Oglesbee**  
Chief Civil Deputy



**Jessica Peterson**  
Executive Assistant

## 2022 AGREEMENT FOR EMERGENCY SERVICES

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF CASHMERE, hereafter referred to as the Contractee, and CHELAN COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT, hereafter referred to as CHELAN COUNTY.

### I. Purpose

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

### II. Services to be Provided

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

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

### III. Response to Emergencies

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

#### IV. Coordination with Contractee's Officials

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

#### V. Annual Program

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

#### VI. Hold Harmless

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

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

#### VII. Cost Basis for Services

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

#### VIII. Payment for Services

Contractee shall pay to Chelan County the sum of nine thousand two hundred one dollars and sixty cents (\$9201.60) for services to be provided during the period from January 1 to December 31, 2022, payable in four equal installments of two thousand three hundred dollars and forty cents (\$2300.40), due at the end of the first month of each calendar quarter.

#### IX. Term

This contract expires at midnight, December 31, 2022. Both parties agree to renegotiate this contract for continuation of services, unless terminated by either party by giving written notice to the other party 120 days prior to the expiration date of this contract.

## X. Administration

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

## XI. Nondiscrimination

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

## XII. Amendments

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

## XIII. Waiver

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

## XIV. Governing Law

This agreement shall be construed under Washington law.

## XV. Severability

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

## XVI. Recording

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

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



DATED at Wenatchee, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF CHELAN COUNTY COMMISSIONERS

\_\_\_\_\_  
BOB BUGERT, CHAIRMAN

\_\_\_\_\_  
KEVIN OVERBAY, COMMISSIONER

\_\_\_\_\_  
TIFFANY GERING, COMMISSIONER

ATTEST: CARLYE BAITY

\_\_\_\_\_  
Clerk of the Board

CITY OF CASHMERE MAYOR:

\_\_\_\_\_  
JIM FLETCHER

ATTEST: \_\_\_\_\_  
City Clerk

DIRECTOR CHELAN COUNTY EMERGENCY MANAGEMENT:

\_\_\_\_\_  
SHERIFF BRIAN BURNETT