



## 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, OCTOBER 28, 2013 6:00 P.M., CITY HALL

### AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSE ABSENCE

ANNOUNCEMENTS & INFORMATION

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of October 14, 2013 Regular Council Meeting
2. Payroll and Claims Packet Dated October 28, 2013

BUSINESS ITEMS

1. Amendment No. 2 to Owner-Engineer Agreement – Wastewater Treatment Facility Project
2. Ratify Mayor's signature on Easement for overhead and/or underground utility at the new wastewater treatment plant
3. Proposed rates for 2014 Legal Services
4. Preliminary Budget for 2014

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, OCTOBER 14, 2013 AT CASHMERE CITY HALL**

OPENING

Mayor Jeff Gomes opened the regular city council meeting at 6:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jeff Gomes	
Council:	Skip Moore Jim Fletcher Donna Wynne Derek Knutsen John Bryant	
Staff:	Bob Schmidt, Director of Operations Kay Jones, Clerk-Treasurer Mark Botello, Dir of Planning/Building	

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

PUBLIC COMMENT

No Public Comment.

APPROVAL OF AGENDA

Mayor Gomes amended the agenda by moving the Preliminary Budget to item #5 and adding the Prosecution Service Agreement as item #4.

MOVED by Councilor Fletcher and seconded by Councilor Wynne to approve the agenda as amended. Motion carried.

CONSENT AGENDA

Minutes of September 23, 2013 Regular Council Meeting  
Payroll and Claims Packet Dated October 14, 2013  
Schedule Public Hearing on Tuesday, November 12<sup>th</sup> for the 2014 Preliminary Budget, including revenue sources and possible increase in property taxes  
Schedule Public Hearing on Monday, November 25<sup>th</sup> for the 2014 Final Budget  
Claim Check Nos. 33752 through 33815 totaling \$144,364.31  
Payroll Checks Nos. 33731 through 33751 totaling \$95,857.51

MOVED by Councilor Bryant and seconded by Councilor Moore to approve the consent agenda. Motion carried.

ORDINANCE NO. 1219 AMEND COMPREHENSIVE PLAN AND EXPAND URBAN GROWTH AREA

The proposed ordinance expands the urban growth area and designates preferred zoning for the Blue Star and Ann Chipman UGA amendments and corrects the urban growth boundary line on Joe White's property.

MOVED by Councilor Fletcher and seconded by Councilor Bryant to adopt Ordinance No 1219 amending the Comprehensive Plan and expanding the Urban Growth Area. Motion carried.

ORDINANCE NO. 1220 AMEND MAP OF THE CASHMERE ZONING ORDINANCE AND EXPAND URBAN GROWTH AREA

MOVED by Councilor Wynne and seconded by Councilor Knutsen to adopt Ordinance No. 1220 amending the map of the Cashmere Zoning Ordinance and expanding the Urban Growth Area. Motion carried.

PURCHASE OF ADDITIONAL CRUSHED ROCK FOR THE RIVERSIDE PARK PARKING LOT PROJECT FROM SMITH EXCAVATION IN THE AMOUNT OF \$32,460 (TAX INCLUDED)

While grading the parking lot at Riverside Park they discovered a large section of unusable chunks of buried asphalt that had to be removed. Removing the asphalt created the need for additional crushed rock for grading in order to achieve the proper slope needed for drainage.

The cost of the additional crushed rock is \$32,460.00, which staff authorized to keep the project moving forward and meet the paving date. The contractor will not charge the city labor for grading the additional crushed rock.

MOVED by Councilor Fletcher and seconded by Councilor Bryant to approve the invoice of \$32,460 for the purchase of additional crushed rock for the Riverside Park project. Motion carried.

PROSECUTION SERVICE AGREEMENT FOR 2014

The proposed agreement is the same as 2013. Neither the formula nor the dollar amount per case has changed. The annual amount for 2014 is \$9,660.00, which is a decrease.

MOVED by Councilor Bryant and seconded by Councilor Moore to authorize the Mayor to sign the Prosecution Service Agreement. Motion carried.

2014 PRELIMINARY BUDGET

Clerk-Treasurer Kay Jones gave a brief presentation on the preliminary budget.

PROGRESS REPORTS

Director Botello discussed proposed plans for the new building going up at the corner of Cottage Avenue and Woodring Street.

Director Schmidt gave an update on Crunch Pak; their need for more wastewater treatment, raising their limits, exceeding the new limits and their proposed plan to pre-treat their wastewater by June 2014. The June date is not achievable and now they need an interim solution.

ADJOURNMENT

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

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Jeff Gomes, Mayor

Attest:

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Kay Jones, Clerk-Treasurer



# Staff Summary

**Date:** 28 October 2013  
**To:** City Council  
**From:** Bob Schmidt, Director of Operations  
**RE:** Addendum to Owner-Engineer Agreement Number 2

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**I announced to Council** some weeks ago that RH2 had been spending more time and effort than they had originally estimated to manage and inspect our wastewater treatment plant construction project. RH2 has tracked the average monthly expenses for Project Administration and Onsite Inspection and projected these expenses to the end of the project. The requested additional amounts for General Administration is \$305,000 and for Onsite Inspection is \$150,000.

On March 11, 2013 Council approved an expanded Scope of Work for Sub-Consultant services to allow RH2 to get Donohue and Associates under contract to do our onsite Training and Operations Support. Council was not asked, at that time, to approve additional funding to cover this expanded scope. As part of this addendum RH2 is asking for \$69,000 to fund these additional services.

This addendum also includes an updated rate schedule.

An RH2 representative will be here to answer any questions you may have.

**I recommend that Council approve Addendum to Owner-Engineer Agreement Number 2 for the Wastewater Treatment Plant Project Subject to USDA Rural Development approval.**

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 10/12/10.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 2**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: 10/12/10
- b. Owner: City of Cashmere
- c. Engineer: RH2 Engineering, Inc.
- d. Project: Wastewater Treatment Facility Project

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services: *No changes*
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

Task A1.05.A.1: Construction Phase – Increased inspection effort, coordination effort, and administration effort is required for construction assistance.

Task A1.05.A.2: Construction Phase – Increased on-site inspection effort for Resident Project Representative is required.

Task A2.01.A.22: Additional Services – Provide City staff with additional training and operational support through subconsultant.

Include additional process training, O&M manual review, writing standard operating procedures, standard operating start-up procedures, start-up assistance, post start-up assistance, and control system programming assistance.

- c. The responsibilities of Owner are modified as follows: *No changes*.
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Task A1.05: Construction Phase – \$455,000

A.1 – General Administration of Construction Contract – \$305,000

A.2 – Resident Project Representative - \$150,000

Task 2.01: Additional Services - \$69,000

A.22 – Training and Operations Support - \$69,000

- e. The schedule for rendering services is modified as follows: *There are no changes to the schedule for the additional services.*
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows: Exhibit C – Appendix 2: Schedule of Rates and Charges has been updated to reflect 2013 hourly rates, effective for work performed after effective date of this amendment. See attached 2013 Schedule of Rates and Charges.

3. Agreement Summary (Reference only)

a. Original Agreement amount:	<u>\$2,705,202</u>
b. Net change for prior amendments:	<u>\$615,640</u>
c. This amendment amount:	<u>\$524,000</u>
d. Adjusted Agreement amount:	<u>\$3,844,842</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in **Exhibit C**.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

ENGINEER:

By: \_\_\_\_\_

By: By Hill

Title: \_\_\_\_\_

Title: Director

Date Signed: \_\_\_\_\_

Date Signed: 10/21/13



**EXHIBIT C**  
**RH2 Engineering, Inc.**  
**SCHEDULE OF RATES AND CHARGES**

**2013 HOURLY RATES**

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$196.00	Technician	IV	\$126.00
Professional	VIII	\$196.00	Technician	III	\$118.00
Professional	VII	\$187.00	Technician	II	\$87.00
			Technician	I	\$80.00
Professional	VI	\$175.00			
Professional	V	\$164.00	Administrative	V	\$119.00
Professional	IV	\$156.00	Administrative	IV	\$97.00
			Administrative	III	\$81.00
Professional	III	\$146.00	Administrative	II	\$67.00
Professional	II	\$134.00	Administrative	I	\$57.00
Professional	I	\$125.00			

**IN-HOUSE SERVICES**

In-house copies (each)	8.5" X 11"	\$0.09	CAD Plots	Large	\$25.00
In-house copies (each)	8.5" X 14"	\$0.14	CAD Plots	Full Size	\$10.00
In-house copies (each)	11" X 17"	\$0.20	CAD Plots	Half Size	\$2.50
In-house copies (color) (each)	8.5" X 11"	\$0.90	CAD System	Per Hour	\$27.50
In-house copies (color) (each)	8.5" X 14"	\$1.20	GIS System	Per Hour	\$27.50
In-house copies (color) (each)	11 X 17"	\$2.00	Technology Charge	2.5% of Direct Labor	
			Mileage	Current IRS Rate	

**OUTSIDE SERVICES**

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be invoiced at cost.

All Subconsultant services are billed at cost plus 15%.

**CHANGES IN RATES**

Rates listed here are adjusted annually. The current schedule of rates and charges is used for billing purposes. Payment for work accomplished shall be based on the hourly rates and expenses in effect at the time of billing as stated in this Exhibit.





**PUBLIC UTILITY DISTRICT NO. 1 of CHELAN COUNTY**

P.O. Box 1231, Wenatchee, WA 98807-1231 • 327 N. Wenatchee Ave., Wenatchee, WA 98801  
(509) 663-8121 • Toll free 1-888-663-8121 • [www.chelanpud.org](http://www.chelanpud.org)

October 10, 2013

City of Cashmere  
Attn: Mark Botello  
101 Woodring  
Cashmere, WA 98815

To Whom It May Concern:

Enclosed is the Chelan County PUD's standard easement for overhead and/or underground utilities as discussed with you by Darren Wurl. This easement is required prior to service being installed on your property. After you have reviewed the easement, please sign the original in the presence of a notary, and return it in the envelope that is provided. If you do not have access to a notary, please contact me and I can make arrangements to notarize this for you.

The extra set of copies is for your records. The signed original will be recorded with the Chelan County Auditor's Office.

Each of the individuals executing this easement on behalf of City of Cashmere warrant that they are an authorized signatory of the entity for which they are signing, and have sufficient corporate authority to execute this easement.

Your prompt attention to this matter is appreciated. If you have any questions, please feel free to contact me.

Sincerely,

REAL ESTATE SERVICES

Lisa Graves  
Real Estate Specialist

Enclosures

Filed for and Return to:  
PUD No. 1 of Chelan County  
PO Box 1231  
Wenatchee, WA 98807-1231



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 or any warranty contained in the document itself.

**Grantor(s):** City of Cashmere

**Grantee(s):** Public Utility District No. 1 of Chelan County

**Abbreviated Legal Description:** Lots A & B, BLA 2011-189 CA, Chelan County, Wash. Additional legal on Page 1.

**Assessor's Parcel Number(s):** 231904410100, 231904440250

## EASEMENT

### OVERHEAD AND/OR UNDERGROUND UTILITY

THIS EASEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2013, between CITY OF CASHMERE, a municipal corporation, Record Owner(s), hereinafter called the "Grantor(s)," and PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, a municipal corporation, hereinafter called the "Grantee,"

WITNESSETH:

In exchange for utility services and/or other valuable consideration, receipt of which is hereby acknowledged, the Grantor(s) hereby bargain(s), sell(s) and convey(s) to the Grantee, its successors and assigns, a perpetual easement for Grantee's, and/or Grantee's licensee's or permittee's, electrical and telecommunications utility infrastructure ("the Utility Infrastructure"), which includes, but is not limited to, electrical lines, communication lines, conduits, cables, manholes, vaults, semi-buried or ground-mounted facilities such as pads and transformers, wooden or steel poles or structures, braces, guys and anchors, and other necessary or convenient facilities, across, along, in, upon and under the property situated in Chelan County, State of Washington, more particularly described as follows:

Lots A and B, Boundary Line Adjustment 2011-189 CA, Chelan County, Washington, recorded September 7, 2011, under AFN 2348465.

Said easement is described as a ten foot (10') strip of land, with the right to extend guys and anchors beyond the limit of said ten foot (10') strip, on the above described property specifically located as the Utility Infrastructure is actually installed and approximately as illustrated in Exhibit A (attached).

Hereafter, Grantee may place or construct any Utility Infrastructure within the Easement, to the extent necessary for Grantee, its successors and assigns along with the perpetual right, privilege and authority to use the Easement to construct, erect, alter, expand, improve, repair, operate and maintain all overhead and/or underground Utility Infrastructure and with the right to permit the installation, operation, improvement, repair and maintenance of overhead and/or underground facilities and equipment of any other organization.

SUBJECT TO THE FOLLOWING:

1. Grantee shall have the right of access across the Grantor's property and adjacent lands of the Grantor for the purpose of constructing, reconstructing, maintaining, repairing, renewing, altering, changing, patrolling and operating the Utility Infrastructure including but not limited to: poles, wires, fiber optic cables, other telecommunications devices, and appurtenances thereto, and underground cables, vaults and manholes, and the right at any time to remove the Utility Infrastructure from said property.

2. The Grantee, its successors and assigns, shall have the right to clear the Easement and keep the same clear of brush, trees, timber, structures, and all fire hazards. The Grantor its successors, assigns or licensees, shall not place, construct or maintain any building or other structure within the boundary limits of the Easement as now exists, nor shall the Grantor place any fill material or other substances upon the surface of the land within the boundary limits of the Easement which in any manner interferes with the use, maintenance and/or operation of the Utility Infrastructure or obstructs or impedes the Grantee's right of access to the Utility Infrastructure including, without limitation, the Grantee's right of access for purposes of improvement, repair and/or maintenance of the Utility Infrastructure. The Grantor shall not dig, tunnel, or do any other act, or permit any other act, within the Easement which will disturb the compaction or unearth the lines, cables, facilities or equipment thereon or therein, or in any other way remove, threaten, or endanger the lateral support to the Easement or Utility Infrastructure located therein; nor shall the Grantor, its successors, assigns or licensees do any blasting or discharge any explosives within a distance of 300 feet of the Easement without giving reasonable notice in writing to the Grantee, its successors or assigns, of intention to do so.

3. Grantor, its heirs, executors, administrators, successors and assigns, covenant that no structure will be erected or permitted within the Easement that would, in the opinion of the Grantee, interfere with or endanger the unrestricted exercise of the rights and privileges herein granted and that no concrete, tar or other permanent surfacing shall be installed or permitted over any vault or manhole installed on said property.

4. Grantee, its successors and assigns, shall have the right to level, grade and regrade the Easement as may appear to Grantee to be necessary for the construction, operation and maintenance of its Utility Infrastructure.

5. Grantee, its successors and assigns, if installing facilities underground, shall bury all conduit or cable to such depth as not to interfere with reasonable and ordinary landscaping within the Easement; provided no trees, shrubs or bushes shall be planted thereon without first having obtained written approval from the Grantee.

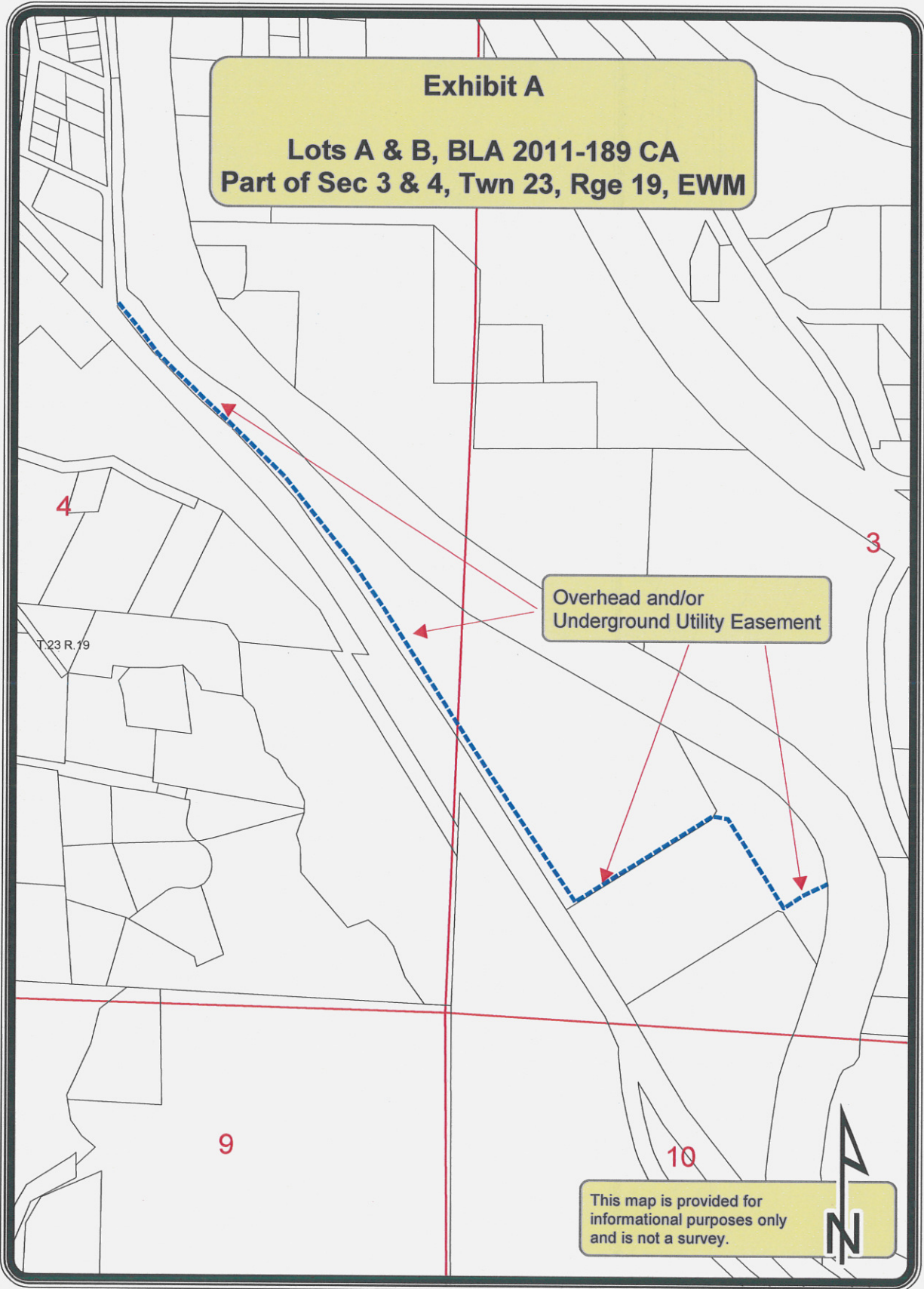
The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors or assigns, shall permanently remove said Utility Infrastructure, or





**Exhibit A**

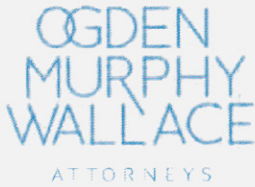
**Lots A & B, BLA 2011-189 CA  
Part of Sec 3 & 4, Twn 23, Rge 19, EWM**



**Overhead and/or  
Underground Utility Easement**

This map is provided for  
informational purposes only  
and is not a survey.





OGDEN MURPHY WALLACE, PLLC  
1 FIFTH STREET, SUITE 200  
PO BOX 1606  
WENATCHEE, WA 98807

T 509.662.1954  
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OMWLAW.COM

CHARLES D. ZIMMERMAN  
czimmerman@omwlaw.com

October 18, 2013

**VIA E-MAIL (JEFF.GOMES@CITYOFCASHMERE.ORG)**

Mayor Jeff Gomes  
City of Cashmere  
101 Woodring Street  
Cashmere, WA 98815

Re: 2014 Legal Services

Dear Jeff:

We have enjoyed serving as general counsel to the City since 2011. You may recall that for 2012, we modified our rate structure to provide two rates for the more experienced attorneys in our office. Prior to 2012, we charged one rate for all attorneys who were members or partner level attorneys. Effective in 2012, we moved away from the single experienced attorney rate to a rate system based upon the number of years of experience of the attorney. As a result, the rates for all member attorneys are no longer the same. In 2012, we began billing the more junior member attorneys at a lower rate. Our proposed discounted hourly rates for legal services for 2014 are set forth in the table below, which includes, for comparison purposes, our 2011 - 2013 rates for legal services for generally the same categories of attorneys. You may note that while there is a slight increase for our experienced attorneys, the 2014 5 to 10 year attorneys' rate (Julie Norton's rate) is still substantially lower than it would have been under our 2011 single tier member rate structure.

	2011	2012	2013	2014
10 + Year Attorneys	\$ 205	\$ 205	\$ 212	\$ 216
5 - 10 Year Attorneys	\$ 205	\$ 155	\$ 170	\$ 176
Other Attorneys	\$ 140	\$ 130	\$ 135	\$ 140
Paralegals	\$ 75	\$ 75	\$ 75	\$ 76



Mayor Jeff Gomes  
October 18, 2013  
Page 2

The above discounted rates for our services are offered with the understanding that our office will continue to perform all legal services for the City, except in instances when an ethical conflict of interest exists. We pledge to continue to provide efficient, timely and cost effective legal services and look forward to continuing our relationship with the City in 2014, and in future years.


If the 2014 proposed rates are acceptable to the City, please execute this letter in the space provided for your signature and return a copy of this letter to our office. An e-mail of the signed letter is sufficient for our purposes.

If you have any questions concerning this letter or our legal services, do not hesitate to contact me.

Very truly yours,

**OGDEN MURPHY WALLACE, P.L.L.C.**

**OFFICE OF THE CITY ATTORNEYS**



CHARLES D. ZIMMERMAN  
CDZ:lrc

cc: Kay Jones, City Clerk/Treasurer (via e-mail only)

APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2013.

By: \_\_\_\_\_  
Jeff Gomes, Mayor

**F.Y.I.**



Wenatchee Valley Animal Control  
1474 S. Wenatchee Avenue  
Wenatchee, WA 98801  
509-662-9577  
509-665-7612 (fax)

### City of Cashmere - Quarterly Report 3rd Quarter – 2013

#### Animal Control Hours

July	42.00
August	39.50
September	40.25
<b>Total</b>	<b>121.75</b>

#### Number of Investigated Incidents

July	18
August	22
September	22
<b>Total</b>	<b>59</b>

#### Investigations of Interest

Citations Issued	0
Dangerous Dogs	0
Potentially Dangerous Dogs	0
Animal Bites	1

#### Number of Animals Received

Stray Dogs	11	Stray Cats	8	Stray Others	1
Owned Dogs	7	Owned Cats	8	Owned Others	0
<b>Total</b>	<b>18</b>	<b>Total</b>	<b>16</b>	<b>Total</b>	<b>1</b>