



City of Cashmere

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

CASHMERE CITY COUNCIL MEETING
MONDAY, AUGUST 10, 2015 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

- July Financial Reports are on the website

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of July 27, 2015 Regular Council Meeting
2. Payroll and Claims Packet Dated August 10, 2015

BUSINESS ITEMS

1. Agreement between the City of Cashmere and dTec Systems, LLC for Phosphorous project
2. Ongoing Engineering Support Services for Wastewater
3. Acceptance of Public Works Parking Lot project
4. Acceptance of City's 2015 Chip Seal Preservation project

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, JULY 27, 2015 AT CASHMERE CITY HALL

OPENING

Mayor 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	
Skip Moore	Jim Fletcher Dave Erickson Bob Abramoski David Sherman Skip Moore	
Staff:	Kay Jones, Clerk-Treasurer Mark Botello, Planning/Building	Chuck Zimmerman, City Attorney

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Director Mark Botello reported that Tommer Construction completed the chip seal project on Saturday and Sunday. They will sweep the project in about a week.

On Sunday the volunteers, including Mark Botello, laid 2,200 square feet of sod at the 9-11 Memorial site.

Director Botello reported that Mitchell Paving will be assessing the Public Works parking lot to determine the paving timeline. It looks like the ground has dried out and should be ready for paving.

Mayor Gomes reported that the Department of Ecology awarded the City the 2014 Wastewater Treatment Plant Outstanding Performance award. Out of 300 wastewater treatment plants statewide the City of Cashmere was one of 127 that achieved full compliance with its National Pollutant Discharge Elimination System (NPDES) permit in 2014.

The Mayor informed the council that he's received an agreement from RH2 Engineering for ongoing services at the Wastewater Treatment Plant. The project is winding down and all of the grant funds have been expended. RH2 Engineering estimates 10 hours a week for ongoing services until the crew is more experienced and comfortable with operating the plant. The agreement is in the amount of \$82,900 for one year.

PUBLIC COMMENT PERIOD

Larry Bruehl, of 111 White Birch Place stated that he is the spokesperson for Citizens For Due Process. Mr. Bruehl doesn't believe due process was followed before the council voted on the roundabout. He will be at the council meetings listening.

APPROVAL OF AGENDA

Moved by Councilor Moore and seconded by Councilor Sherman to approve the agenda as presented. Motion carried

CONSENT AGENDA

Minutes of July 13, 2015 Regular City Council Meeting
Payroll and Claims Packet Dated July 27, 2015

Claim Check Nos. 35865, and 35873 through 35909 totaling \$293,583.19
Manual Checks 35866 through 35872

Moved by Councilor Erickson and seconded by Councilor Fletcher to approve the agenda as amended. Motion carried

ORDINANCE NO. 1244 AMENDING SECTION 17.08.020 DISTRICT USE CHART TO TITLE 17 ZONING

The City Council held a public hearing on June 8th, 2015 and initiated 60-day state and environmental review. The proposed amendment permits churches in all the districts with the exception of the Public zone. A CUP is required in the Single Family zone.

Moved by Councilor Fletcher and seconded by Councilor Erickson to adopt Ordinance No. 1244 amending section 17.08.020 District Use Chart to Title 17 Zoning. Motion carried

ORDINANCE NO. 1245 AMENDING THE BUDGET FOR 2015

The proposed budget amendments are to cover the costs for the Aplets Way project. The construction bids came in at 14% higher than the engineer's estimates. The budget amounts were increased in the Capital Improvement Fund and the Water Capital Fund. The Wastewater Capital Fund did not have to be amended; instead the funds budgeted for Valley Street wastewater line will be used to update the Aplets Way wastewater line.

The proposed amendment includes previously approved projects such as chip sealing, playground equipment and the drying pad at the WWTP.

Moved by Councilor Moore and seconded by Councilor Sherman to adopt Ordinance No. 1245 amending the Budget for 2015. Motion carried

SELECTION OF CONTRACTOR FOR THE APLETS WAY PROJECT

The City received four bids for the Aplets Way project and Pipkin Construction was the apparent low bidder.

Moved by Councilor Fletcher and seconded by Councilor Moore to approve the selection of Pipkin Construction as the contractor for the Aplets Way project. Motion carried

TIB CONSULTANT SUPPLEMENTAL AGREEMENT WITH RH2 ENGINEERING

The original amount for the Consultant Agreement with RH2 Engineering for the Aplets Way project was in the amount of \$72,400.25 for design engineering. This Supplemental Agreement adds services during construction for an additional \$28,970. The total maximum payable approved by TIB is \$101,370.25

Moved by Councilor Sherman and seconded by Councilor Abramowski to approve the TIB Consultant Supplemental Agreement with RH2 Engineering for the Aplets Way project. Motion carried

PROGRESS REPORTS

Director Botello reported that the crew will be installing the Cottage Avenue Park playground equipment tomorrow.

Councilman David Sherman reported that he and Councilor Erickson reviewed the 2014 Annual Report. Councilor Sherman thanked Clerk-Treasurer Kay Jones for meeting with him and for all of her work on the report.

ADJOURNMENT

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

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer

Appendix B
U.S. ENVIRONMENTAL PROTECTION AGENCY
SMALL BUSINESS INNOVATION RESEARCH PROGRAM
SBIR PHASE I SOLICITATION NUMBER SOL-NC-14-00014
ABSTRACT

(Limit to Two Pages; Must be Publishable)

Company Name: dTEC Systems LLC
Address: 3012 16th Avenue West
City/State/Zip: Seattle, WA 98119
Telephone: (509) 454-5094
Website: www.dtecsystems.us

Name of Principal Investigator: Thomas E. Coleman
Telephone: (509) 454-5094
Email: tecoleman@dtecsystems.us

Project Title: Phosphorus recovery and high efficiency biological nutrient removal from wastewater with an innovative aerobic granular sludge sequencing batch reactor process
Name of Technology: Process equipment and control system package for phosphorus recovery from wastewater (proposed trade name; Granu-striP™)

RESEARCH TOPIC CODE AND TOPIC TITLE: 4. A. Nutrient recovery

Project Summary: Phosphorus is a nutrient essential to modern food production and to all life on earth, yet phosphate rock from which phosphate fertilizer is produced is a finite resource which is rapidly being depleted. At the same time, excess phosphorus from wastewater treatment plants (WWTPs) and runoff from farms is causing eutrophication and the resultant degradation water quality. There is a critical need for technologies and management practices that will recover and reuse more phosphorus for beneficial use in agricultural production. The technology proposed in this research project will exploit the growth of phosphate accumulating microorganisms (PAOs) within an aerobic granular sludge through innovative modifications to existing sequencing batch reactor (SBR) wastewater treatment plant designs. The PAOs, which are growing in the granules, have an active phosphate uptake and release mechanism. The proposed technology manages the phosphate release into the bulk liquid at an appropriate time so that the phosphorus can be stripped from the system to produce a high-value fertilizer product known as struvite. These aerobic granular sludge particles consist of self-assembling microbial communities which form naturally in an activated sludge reactor when the right selective pressures are applied to the system. Project team members have produced aerobic granules in laboratory reactors and the selective conditions which favor the growth of granules over floc-forming bacteria have been identified. A European wastewater equipment supplier has installed at least two full-scale aerobic granular sludge systems in Europe but their process requires specific basin geometries and proprietary components, which could not be readily adapted to most existing SBR plant designs. The technology presented in this proposal will vastly increase the opportunity for phosphorus recovery by addressing the needs of smaller size facilities with particular emphasis on SBRs of which there are currently over 700 plants in the United States alone. The total number of municipal WWTPs in the U.S. is about 16,000. Many of these would also be candidates for the proposed technology as they need to be upgraded to meet new more stringent effluent nutrient discharge requirements. Representatives of some major wastewater treatment equipment manufacturers have expressed interest in the technology and would be the natural commercialization partners and investors.

Environment benefits: In terms of the Life Cycle Assessment (LCA) for the proposed innovation, the positive environmental impacts greatly outweigh the negative impacts. The positives include the recovery of a valuable non-renewable resource (P) from wastewater, reduced discharge of phosphorus and nitrogen to ground and surface water, eliminating or reducing the use of chemicals for phosphorus removal, up to 30% reduction in the amount of energy used for aeration, thereby reducing off-site greenhouse gas (GHG) emissions from power generation, and less recycle flows due to the compact treatment facilities thereby reducing energy and space requirements. The negative impacts include those inherent in the construction and operation of wastewater treatment facilities although these impacts would be considerably reduced as compared to conventional plant designs. Furthermore, in many cases, the proposed technology could be



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4 September 2014

Tom Coleman, P.E.
dTEC Systems LLC
3012 16th Avenue West
Seattle, WA 98119

Subject: Phosphorus recovery R&D Project.

Dear Tom:

The City of Cashmere is pleased to offer this letter of support for the innovative treatment process modifications and phosphorus recovery methods which you are proposing to develop under an EPA SBIR R&D project in collaboration with Professor David Stensel of the University of Washington. As you know, we are just completing a \$12 million treatment plant upgrade which was required by the Department of Ecology to meet stringent new limits on the discharge of phosphorus to the Wenatchee River.

We directed our engineers to design a biological phosphorus removal treatment process rather than rely on chemical treatment to meet these stringent new limits as many other small communities have done. We understand that by using biological phosphorus removal to treat the wastewater, it is also possible to recover a valuable phosphorus rich fertilizer product. In the long run this seems like a much more sustainable approach to nutrient management. We are trying to convince our regulatory agencies that it is better to use sustainable technologies which use less energy and fewer chemicals than to set arbitrarily low limits that would force us to use chemicals and make recovery of phosphorus impossible.

We can make a small space within the new Cashmere WWTP available to you to set up the pilot scale reactors that you would be running as part of your EPA research project. You can also have access to our new laboratory facility, provided that it does not interfere with the normal testing routines conducted by our plant personnel.

We wish you the best of luck on your proposal to EPA. Please keep us informed on your progress on this and other work related to the development of more sustainable technologies.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Gomes".

Jeff Gomes, City of Cashmere Mayor

**AGREEMENT BETWEEN THE CITY OF CASHMERE AND
dTEC SYSTEMS, LLC FOR PHOSPHOROUS PROJECT**

This Agreement is entered into by and between the City of Cashmere, Washington, a Washington municipality (hereinafter the "City") and dTEC Systems, LLC, a Washington limited liability company (hereinafter "dTEC"), sometimes each individually referred to herein as a "Party" or collectively referred to herein as "Parties".

In consideration of the terms and conditions contained herein, the City and dTEC agree as follows:

1. The City recently completed construction of a new wastewater treatment plant that is state of the art and utilizes biological processes relating to phosphorous removal.
2. dTEC has applied for a U.S. Environmental Protection Agency Small Business Innovation Research Program Grant to study phosphorous recovery in the sewage treatment process.
3. The City wastewater treatment plant is an ideal site for dTEC to perform its research pursuant to the U.S. Environmental Protection Agency Grant Program.
4. The City has space available at the wastewater treatment plant that could be utilized by dTEC to perform the research.
5. The City will benefit from the research performed by dTEC because of the nature of the City treatment plant and dTEC agrees to share all of the results of its research with the City at no charge to the City.
6. The City agrees to make available space at the wastewater treatment plant that will be designated and approved by the City Mayor and dTEC agrees to utilize the City provided space in a manner that does not interfere with the day-to-day operations of the City wastewater treatment plant.
7. dTEC agrees to indemnify, defend and hold the City and its officers and employees harmless from and shall defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from dTEC's intentional acts and/or negligence or the intentional acts and/or negligence of its officers, employees, agents, representatives,

contractors, or volunteers, provided that nothing herein shall require dTEC to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City or the conduct of the City's agents, officers, employees, representatives, or contractors; and provided further that if the claims, demands, or suits are caused by or result from the concurrent negligence of (a) dTEC or its officers, employees, agents, representatives, contractors, or volunteers and (b) the City or its agents, officers, employees, representatives, or contractors, this indemnity provision with respect to such claims, demands, or suits based upon such concurrent negligence shall be valid and enforceable only to the proportional extent of dTEC's negligence or the negligence of dTEC's officers, employees, agents, representatives, contractors, or volunteers. **THE INDEMNIFICATION OF DTEC EXTENDS TO EMPLOYEES OF DTEC AND DTEC WAIVES ITS IMMUNITY WITH RESPECT TO CLAIMS OF ITS EMPLOYEES. THIS WAIVER OF THE APPLICATION OF TITLE 51 RCW IMMUNITY WAS MUTUALLY NEGOTIATED BY THE PARTIES.**

8. dTEC shall provide comprehensive commercial general liability insurance coverage in forms acceptable to the City and with limits of at least \$1,000,000 per occurrence and in the aggregate, and shall provide proof of the existence of such insurance and shall name the City as an additional insured on such insurance prior to commencement of any work pursuant to this Agreement.

9. This Agreement shall be effective following approval and execution by both Parties and dTEC's compliance with the insurance provision of this Agreement.

10. The term of this Agreement shall be from its approval and execution and for a period of nine (9) months. This Agreement may be extended by mutual agreement of the Parties in writing, signed by dTEC and signed by the Mayor of the City who is hereby authorized to execute any extension of this Agreement. Notwithstanding the foregoing, either Party may terminate this Agreement, or any extension of this Agreement, upon thirty (30) days prior written notice to the other Party.

11. At the completion of the work performed by dTEC pursuant to the U.S. Environmental Protection Agency Grant, dTEC shall provide the City with a copy of the results of the research study at no charge to the City. The City shall not pay dTEC any funds for work dTEC performs pursuant to this Agreement, which work is for the benefit of dTEC, the City, and others. The City agrees not to provide the research study results to third parties without first notifying dTEC.

12. The indemnification and insurance provisions of this Agreement shall survive termination of this Agreement and shall remain in force for a period of three (3) years following termination of this Agreement or the termination of any extension of this Agreement.

13. This Agreement may be signed in counterparts, each of which may be an original but all of which shall constitute one and the same document. Signatures transmitted by

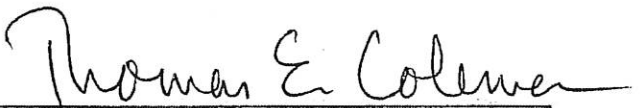
facsimile or PDF e-mail shall be deemed valid execution of this Agreement, binding on the Parties.

14. This document contains the entire agreement of the Parties with respect to the dTEC research project described herein and supersedes and replaces any verbal understanding or other commitments of the Parties.

APPROVED BY the City Council of the City of Cashmere, Washington at an Open Public Meeting the _____ day of _____, 2015.

Jeff Gomes, Mayor

APPROVED the 5th day of August, 2015 by dTEC Systems, LLC.



Thomas E. Coleman, an authorized Member-Manager of dTEC Systems, LLC



RH2 ENGINEERING, INC.
www.rh2.com
mailbox@rh2.com
1.800.720.8052

WASHINGTON
LOCATIONS

BOTHELL
MAIN OFFICE
22722 29th Drive SE, Suite 210
Bothell, WA 98021

BELLINGHAM

EAST WENATCHEE

ISSAQUAH

RICHLAND

TACOMA

OREGON
LOCATIONS

NORTHERN OREGON
MAIN OFFICE
6500 SW Macadam Avenue, Suite 125
Portland, OR 97239

SOUTHERN OREGON
Central Point

COASTAL OREGON
North Bend

August 5, 2015

Mr. Jeff Gomes, Mayor
City of Cashmere
101 Woodring Street
Cashmere, WA 98815-1034

Sent via: US Mail

Subject: Ongoing Engineering Support Services for Wastewater

Dear Mr. Gomes:

RH2 Engineering, Inc., (RH2) is grateful to have had the opportunity to work with the City of Cashmere (City) over the last five years to design and build the new wastewater treatment facility. It has been a rewarding experience for us to provide the City with a wastewater treatment solution that can meet the needs of the community well into the future. Together we have turned the Washington State Department of Ecology (Ecology) from foe to friend by providing open communication and involving them in every step of the design and construction. The United States Department of Agriculture (USDA) Rural Development (RD) has used this plant as a model of success, and showcases this project to other communities. Through the hard work of all those involved at the City, the community now has a long-term means of treating wastewater that is endorsed by state and federal agencies.

With this improvement in treatment technology, it is important to realize that there will be substantial differences between how the old system was operated and maintained, and how the new system functions and needs to be supported. A mechanical treatment plant process is far more complex and contains many functions that were not present in the old lagoon-type system. As the facility has started up over the last year, the operators have seen first-hand that there is an ongoing need to support their efforts with technical engineering services. The current contract funds for constructing the plant have been expended.

The following services have recently been performed under the existing USDA RD agreement:

- Provide technical assistance and training to operators through bi-weekly operations meetings;
- Review of the facility's weekly water quality data and related process settings;
- Provide technical support and observation assistance during intermittent equipment failures;
- Provide consultation regarding intermittent process changes;



Mr. Jeff Gomes
August 5, 2015
Page 2

- Review monthly Ecology reports; and
- Maintenance of the facility's supervisory control and data acquisition (SCADA) system.

In an effort to continue supporting the wastewater treatment facility's operations, RH2 proposes a six month ongoing support service contract between the City and RH2. Based on our previous involvement with the City's wastewater departments, we estimate the fee for these services to be approximately \$42,684. We have enclosed a Scope of Work and Fee Estimate for this work.

We greatly appreciate working with the City of Cashmere and look forward to supporting you in the future. If you have any questions please feel free to contact me.

Sincerely,

RH2 ENGINEERING, INC.

A handwritten signature in black ink that reads "Don G Popoff". The signature is written in a cursive, slightly slanted style.

Don Popoff, P.E.
Project Manager

DP/dp/djc/cc

Enclosures: Exhibit A – Scope of Work
Exhibit B – Fee Estimate

cc: Chuck Zimmerman

EXHIBIT A
TASK AUTHORIZATION NO. 15
CITY OF CASHMERE
GENERAL SERVICES 2011
WASTEWATER CONTINUING SERVICES
RH2 Project No. CA 211.038

BACKGROUND

The City of Cashmere (City) recently completed construction of their new Wastewater Treatment Plant (WWTP), which converted the existing lagoons to a fully-mechanical plant, as required by the Washington State Department of Ecology (Ecology), in order to meet new phosphorous removal requirements. The City has requested that RH2 Engineering, Inc., (RH2) provide ongoing support of operations for this new plant and the wastewater system.

SCOPE OF WORK

Task 15.1 – Provide support services for the operation of the City’s WWTP, and the operation of the sewer systems. This service will be provided as needed and as requested by the City staff. An estimate of the current support is based on the recent level of service necessary for operating the WWTP. *As the treatment plant is in operation longer, and staff becomes more knowledgeable, it is assumed the need for technical services will reduce. Approximately ten (10) hours of time have been assumed per week for this effort over a six (6)-month period.*

RH2 Deliverables:

Task 15.1 – On call support of sewer operations on an as-needed basis.

Schedule

Task 15.1 – Ongoing, as needed.

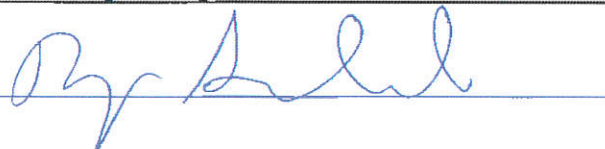
Subconsultants

- Task 15.1 – None anticipated.

Fee for Services

The fee for services shall be on a time and-expense basis in accordance with the Professional Services Agreement for 2011 General Engineering Services, dated March 14, 2011, that was fully-executed between the City of Cashmere and RH2 Engineering, Inc. RH2 estimates the amount of this Task Authorization to be no more than \$42,684 between August 1, 2015, and January 31, 2016. See the attached Fee Estimate shown in **Exhibit B**. The total fee for this Task Authorization during the timeframe described above shall not exceed this amount without prior written authorization of the City.

RH2 Engineering, Inc.



Randy L. Asplund - Director

D-417L 8/5/15

Authorization to Proceed – City of Cashmere



Mr. Jeff Gomes - Mayor

D-117L

EXHIBIT B

City of Cashmere
 Task Authorization 15
 Wastewater Continuing Services
 Estimate of Time and Expense

Description	Project Engineer	Project Manager	Staff Engineer	Staff Engineer	Total Hours	Total Labor	Total Expense	Total Cost
Task 15.1 Wastewater General Support Services								
15.11 On-call Technical Service for Operations and Process	26	30	156	-	212	\$ 33,822	\$ 1,363	\$ 35,185
15.12 On-call Technical Service for Electrical Systems	-	30	-	52	52	\$ 7,384	\$ 115	\$ 7,499
Subtotal	26	30	156	52	264	\$ 41,206	\$ 1,478	\$ 42,684

PROJECT TOTAL	26	30	156	52	264	\$ 41,206	\$ 1,478	\$ 42,684
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Staff Summary

Date: August 10, 2015

To: Cashmere City Council
Mayor Gomes

From: Mark Botello

RE: Acceptance of Public Works Parking Lot Project

Mitchell Paving completed the public works parking lot improvements project. The project consisted of removal of old asphalt, add additional rock and installation of landscape brick wall. Staff will go over this at the Monday Council meeting.

Recommendation:

Move to accept public works parking lot project and authorize release of payments less retainage.

Staff Summary

Date: August 10, 2015

To: Cashmere City Council
Mayor Gomes

From: Mark Botello

RE: Acceptance of City's 2015 Chip Seal preservation Project

Tommer Construction completed the 2015 city chip seal preservation project. The streets included within this project are Cedar St., Fir Crest Dr., Aldous St., Chase Ave., South Division St., and Newberry St. This project consisted of chip seal, patch work and crack sealing.

Recommendation:

Move to accept city's 2015 chip seal project and authorize release of payments less retainage.
