



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, JANUARY 22, 2018 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of January 8, 2018 Regular Council Meeting
2. Payroll and Claims Packet Dated December 31, 2017 Year End
3. Payroll and Claims Packet Dated January 22, 2018

BUSINESS ITEMS

1. Amendment No. 2 of Task Authorization No. 15 Wastewater Continuing Services
2. Express Employment Professionals Staffing Agreement and Rate Information

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, JANUARY 8, 2018 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 Daniel Scott Jim Fletcher Dave Erickson Kameon Smith Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer Mark Botello, Director Chuck Zimmerman, City Attorney	

FLAG SALUTE

EXCUSED ABSENCES

ANNOUNCEMENTS & INFORMATION

Mayor Gomes reminded Council to complete their Personal Financial Statement required through the PDC.

PUBLIC COMMENT PERIOD

Jolene Bray residing at 317 Chapel Street expressed concern regarding an interaction which occurred with Mayor Gomes regarding snow accumulation in the public right-of-way.

APPROVAL OF AGENDA

MOVED by Councilor Fletcher and seconded by Councilor Pratt to approve the agenda as submitted. Motion carried.

CONSENT AGENDA

Minutes of December 11, 2017 Regular Council Meeting
Payroll and Claims Packet Dated December 26, 2017

Claims Direct Pay and Checks #38563 through #38608 totaling \$417,605.42
Payroll Direct Deposit and Checks #38524 through #38557 and #38559 through #38562 totaling \$104,043.07
Manual Check #38558

MOVED by Councilor Erickson and seconded by Councilor Fletcher to approve the items on the consent agenda. Motion carried.

CONTRACT FOR BLADES CODE SERVICES

The proposed contract is for building inspection services on an on-call basis. Blades Code Services will be backup when Director Botello's work schedule is too busy or he is unavailable.

MOVED by Councilor Pratt and seconded by Councilor Smith to approve the contract for Blades Code Services. Motion carried.

CITY OF CASHMERE AND THE SPIRIT OF AMERICA FOUNDATION AGREEMENT

Councilor Erickson suggested adding language to Section 8 requiring all funding commitments to be in place prior to construction and Section 9 regarding construction and work schedules with hours of operation.

MOVED by Councilor Pratt and seconded by Councilor Scott to approve the Agreement with the amendments to Sections 8 and 9 and to authorize the Mayor to execute the agreement with the Spirit of America or its successor entity. Motion carried.

RESOLUTION NO. 01-2018 AMENDING WASTEWATER SYSTEM DEVELOPMENT CHARGES

The proposed resolution corrected the computations for the wastewater system development charges and amends the normal strength for wastewater from 200 ppm to 250 ppm, which lowers the cost of SDC's for a multiple ERU connection. The formula to calculate the number of ERU's was amended to reflect the 250 ppm, which is now consistent with Chelan County PUD.

MOVED by Councilor Erickson and seconded by Councilor Smith to adopt Resolution No. 01-2018 amending wastewater system development charges. Motion carried with 4 voting in favor and Councilor Scott voting no.

ORDINANCE NO. 1265 AMENDING SECTIONS 17.40.030 AND 17.48.030 CLARIFYING
ORDINANCE NO. 1264

MOVED by Councilor Fletcher and seconded by Councilor Scott to adopt Ordinance No. 1265 amending Sections 17.40.030 and 17.48.030 clarifying Ordinance 1264. Motion carried.

AUTHORIZE THE PURCHASE OF A 2002 PETERBILT 330 DUMP TRUCK, WHICH INCLUDES A
BUDGET AMENDMENT

The engine in one of the City's 1985 International dump trucks used for snow plowing broke down, requiring immediate replacement. The City found a dump truck with plow meeting the criteria they needed through Heaverlo NW Auctions. RCW 39.30.045 authorizes a city to acquire equipment through an auction without going through the bid process. Staff looked at comparable equipment before bidding \$70,250 for a 2002 Peterbilt 330 Dump Truck with plow and sander. The capital purchase requires an amendment to the 2018 Budget.

MOVED by Councilor Fletcher and seconded by Councilor Erickson to approve the purchase of the 2002 Peterbilt 330 Dump Truck and authorizing the 2018 budget amendment in the amount of \$76,260. Motion carried.

PROGRESS REPORTS

Director Botello reported they had their first Planning Commission meeting for 2018. They will be working on updating the Comprehensive Plan. There is a vacant seat on the Planning Commission which the city will be advertising to fill.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:02 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

EXHIBIT A
AMENDMENT NO. 2
TASK AUTHORIZATION NO. 15
CITY OF CASHMERE
GENERAL SERVICES 2011
WASTEWATER CONTINUING SERVICES
RH2 Project No. CA 211.038.15

BACKGROUND

RH2 Engineering, Inc., (RH2) has provided ongoing operational support for the City of Cashmere (City) Wastewater Treatment Plant (Plant) since August, 2015. This support was provided under Task Authorization No. 15 to the 2011 General Services contract. This Amendment seeks to provide twelve (12) months of support based on an average monthly billing rate.

SCOPE OF WORK

Task 15.1 – Provide support services for the operation of the City’s Plant, and the operation of the sewer system. This service will be provided as needed and as requested by City staff. An estimate of the current support is based on average monthly billing rate of approximately \$1,000 per month as incurred over the previous 12 months.

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. The revised Task Authorization total payable for work on this contract amendment is increased from \$73,884 to \$85,884, making a difference of \$12,000 and shall not exceed this amount without prior written authorization of the City. The work shall be completed between January 1, 2018 and December 31, 2018.

RH2 Engineering, Inc.

Authorization to Proceed – City of Cashmere

Rick Ballard

Rick Ballard – Director

Mr. Jeff Gomes - Mayor

DATE January 9, 2018

DATE



RATE INFORMATION

Rate Information for: *City of Cashmere*

<u>JOB TITLE</u>	<u>HOURLY BILL RATE</u>
Administrative Assistant	\$25.73

This Bill Rate is "position specific". A job order for a different position may require a new bill rate. This bill rate is based on a worker's compensation code of 7105.

The client bill rate includes Express Employment Professionals absorption of the following expenses:

Advertising	ISO Certified Interview Process	General Liability Insurance
Employment Verification	Skills Testing	Weekly pay for Associates
Bonding of Employees	Worker's Compensation Insurance**	Weekly invoicing to client
Recruiting and Screening	Payroll Burden Costs**	

** In the event Express is required to increase wages and/or payroll burden costs as a direct result of any determination order, or action by any applicable Federal, State or Local Government authority, or collective bargaining unit, client shall reimburse Express Employment Professionals at cost for such increases.

This quote is for flexible and evaluation/hire assignments. In the event your company is interested in hiring an associate to your payroll, a contract buyout would be necessary. Please contact Express Employment Professionals for a quote. The associate is on Express' payroll for the first 520 hours (65 working days @ 8 hours a day). If you choose to hire prior to 520 hours being completed, the following prorated fee schedule will apply:

Total fee (gross margin per hour x 520 hours) minus total paid (gross margin per hour x hours worked) = Buyout amount. No buyout necessary after working 520 hours.

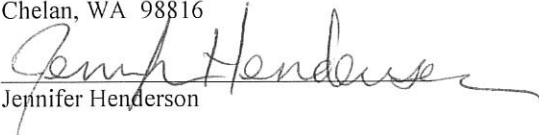
The Client agrees to the terms and conditions located on the back of the Express Employment Professionals timecards and/or group timesheets. Client also agrees to submit all timecards and/or group timesheets of Express employees to Express by 10:00AM each Monday. In the event the original signed timecards and/or group timesheets are not provided to Express by client, it is agreed that Express will pay Express employees from signed faxed timecards, group timesheets and/or emailed printouts from client. Client further authorizes Express to treat faxed or emailed copies of signed timecards, group timesheets or emailed printouts as the original.

The nature of our business requires that we pay our employees each week. Express Employment Professionals bills services rendered on a pay-per-hour basis. Our invoices are due net 10 days.

Please acknowledge your understanding of these terms by signing below and returning it with your completed staffing agreement. We appreciate your business and look forward to working with you.

Express Employment Professionals
411 N Chelan Ave Ste B
Chelan, WA 98816

City of Cashmere
101 Woodring Street
Cashmere, WA 98815


Jennifer Henderson

Signature

Business Developer
11/11/2018
Date

Title

Date



Staffing Agreement

At Express Services, Inc. (Express) dba Express Employment Professionals (referred to as "Express", "We" or "Our"), we make it easy for you to do business with us. The first step to establishing a successful staffing relationship is to ensure a clear understanding of each party's responsibilities. We appreciate your business and look forward to the opportunity to support you with outstanding professional employment services in consideration of your agreement to the following terms and conditions:

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. Medical benefits and vacation pay are also available to associates who qualify. We recruit and assign associates to you to perform the job duties you specify. You agree to notify us if those duties or the workplace of an associate changes.
2. Express complies with all Federal, State, and Local employment laws and regulations. You agree to provide our associates with a safe, suitable workplace and equipment, and to comply with all applicable federal, state, and local employment laws including appropriate workplace-specific safety and health training that adequately addresses potential hazards at your worksite. You agree to indemnify and hold Express harmless from claims or damages resulting from your non-compliance with applicable laws and regulations. Express pays associates promptly, based on information approved by you. You agree to pay the charges based on the time card or other mutually acceptable recording method by the invoice due date.
3. A monthly service charge of (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s). Bill rates are subject to change with appropriate notice.
4. It is our goal that associates perform their jobs to your satisfaction; however, if you are not satisfied with an Express associate for any reason within the first 48 hours of the assignment, you will not be charged for the first four (4) hours of the associate's work and a replacement will be provided.
5. We provide insurance to cover Express associates for Workers' Compensation, Commercial General Liability, Employers Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than \$1,000,000 per occurrence. You agree to maintain liability insurance for any motor vehicle, forklift, or other motorized mobile equipment operated by an Express associate, and agree to waive all rights of recovery against Express as the employer of the Express associate.
6. You agree that you will not request or allow our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings or provide management consulting or financial advice. Nor will our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates. All services performed by our associates shall be under your direction, supervision and control and you shall be responsible for ensuring that the services meet your requirements and agree that we are not responsible for the accuracy and correctness of the resulting work product.
7. If our associates have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, confidential information, trade secrets, or other valuable property, then you agree to indemnify and hold us harmless from any resulting loss or damage.
8. Express will provide associates for positions where operating a motor vehicle, forklift, or other motorized equipment is required, if notified in writing prior to an assignment. We must know in advance, so we can assign associates who are qualified to meet your specifications. During an assignment, if our associate operates a motor vehicle, forklift, or any other motorized equipment, you agree to indemnify and hold us harmless for bodily injury, property damage, collision, or public liability claims, regardless of fault.
9. You supervise, direct, and control the work performed by Express associates, and assume responsibility for all operational results, including losses or damage to property or data in the care, custody, or control of an Express associate. You agree to indemnify and hold us harmless from any claims or damages that may be caused by your negligence or misconduct, and agree on behalf of *your* insurer(s) to waive all rights of recovery (subrogation) against *us*.
10. We offer an evaluation hire program designed to provide you with associates on a trial basis prior to converting them to your payroll. To take advantage of our evaluation hire program, you agree to negotiate a pre-determined trial period or fee prior to an associate's assignment to you.
- ~~11. Express allows you to hire associates already assigned to you if your invoices are current and you agree to pay an acceptable payroll transfer fee (up to 30% of an associate's expected annual earnings) to convert an Express associate to your payroll.~~
12. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by us in writing.
13. Express will, at your written request, conduct criminal history checks and drug screens as permitted by state law. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.

Thank you for your business. We look forward to a mutually beneficial relationship.

Company: _____ Date _____

Agent's Name (please print) _____ Title _____

Agent's Signature _____