

MINUTES OF THE CASHMERE CITY COUNCIL MEETING  
MONDAY, JUNE 25, 2018 AT CASHMERE CITY HALL

OPENING

Mayor Pro Tem Jim Fletcher 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:	Jim Fletcher	
Council:	Daniel Scott Vacant Dave Erickson Kameon Smith Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer Chuck Zimmerman, City Attorney	

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

Larry Bruehl residing at 107 Quail Lane read his letter of interest in the City Council position.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of June 11, 2018 Regular Council Meeting  
Payroll and Claims Packet Dated June 25, 2018

Claims Direct Pay and Checks #38972 through #38997 totaling \$380,842.08

MOVED by Councilor Scott and seconded by Councilor Smith to approve the items on the consent agenda. Motion carried 4-0.

REVIEW APPLICATIONS FOR THE VACANT COUNCIL SEAT

The City received letters of interest in the City Council position from the following people; Kara Raftery, Jayne Stephenson, Chris Carlson and Larry Bruehl.

All four applicants will be interviewed at the July 9<sup>th</sup> City Council meeting. After the interviews the City Council will enter an executive session to discuss the qualifications of the applicants. When the regular session is reconvened the Council will take action and appoint a new council member.

**RESOLUTION NO. 05-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON,  
ADOPTING A NEW ALTERNATIVE FUEL EXEMPTION**

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**WHEREAS** the Washington state legislature has mandated that effective June 1, 2018, all local government subdivisions of the state are required to satisfy one hundred percent (100%) of their fuel usage for operating publicly owned vessels, vehicles, and construction equipment from electricity or biofuels to the extent practicable; and

**WHEREAS** RCW 43.19.648(2)(c) authorizes local governments to exempt police, fire, and other emergency response vehicles, including utility vehicles frequently used for emergency response, from the electricity and biofuel usage requirement; and

**WHEREAS** the City of Cashmere ("City") has considered the practicability of using electricity or biofuels to fuel emergency response vehicles, including utility vehicles, frequently used for emergency response; and

**WHEREAS** the City has considered the criteria provided under WAC 194-29-070 to determine whether and to what extent practicable it can satisfy one hundred percent (100%) of fuel use as to the usage for operating vehicles, vessels, and construction equipment from electricity or biofuels; and

**WHEREAS** the City has also reviewed and evaluated the Procurement Guidance prepared by the Department of Commerce, which includes criteria for determining whether alternative fuels and vehicles are appropriate for the City's nonemergency response vehicles; and

**WHEREAS** the City currently does not use 200,000 or more gallons of gasoline and/or diesel to fuel vehicles on an annual basis; and therefore, is exempt from the annual reporting requirements pursuant to WAC 194-29-030(3), 194-29-040, and 194-29-080; and

**WHEREAS**, the City Council now desires to adopt this Resolution confirming that the City's emergency response vehicles, if any, are exempt from the alternative fuel requirements and confirming that it is not practicable, at this time, for the City to satisfy 100% of its fuel use for non-emergency vehicles from alternative fuel sources; **NOW THEREFORE,**

**THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** All of the City's emergency response vehicles and other vehicles used for emergency purposes, including utility vehicles used to respond to emergencies, are exempt from the electricity and biofuel usage requirement established under RCW 43.19.648 until such time as such vehicles can meet the demands of emergency response vehicles and become available on the open market at competitive lifecycle costs.

**Section 2.** Based upon the Decision Making Guidance for Procurement prepared by the Department of Commerce, it is not currently practicable for the City to satisfy 100% of its fuel use for non-emergency vehicles from alternative fuel sources. The City Council affirms that the City will, within budgetary limitations, follow the Department's Decision-Making Guidance for Procurement, as existing or amended, when replacing and purchasing nonemergency response vehicles.

**Section 3.** All references in this Resolution to state and federal laws, rules and regulations shall be as the same exist now or may as they hereafter be amended.

**Section 4.** This Resolution shall be effective immediately upon passage by the City Council.

RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED:

\_\_\_\_\_  
MAYOR JAMES FLETCHER

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
KAY JONES, CITY CLERK/TREASURER



## 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)

### **INTRODUCTION:**

The City of Cashmere is seeking sealed bids from qualified contractors to scrape and pile the biosolids in Cell #1 and Cell #3 at the Wastewater Treatment Plant at 2 Riverfront Drive, as identified in the bid package. Sealed bids must be submitted to the City of Cashmere City Hall at 101 Woodring Street, Cashmere, WA 98815. Bid packets may be obtained by contacting City Hall, (509) 782-3513.

### **CONTACT INFORMATION:**

Kay Jones, Clerk-Treasurer is the designated contact person for questions related to this request for bids. She may be reached at Cashmere City Hall, 101 Woodring Street, Cashmere, WA. 98815 or by phone 509-782-3513.

### **BID SUBMITTAL INSTRUCTIONS:**

Final bids must be submitted in a sealed envelope, clearly marked "Biosolids Removal Project". Bids are due on or before 10:00 a.m., Monday, July 9, 2018 to: City of Cashmere, 101 Woodring Street, Cashmere, WA. 98815.

Bid Opening: Monday, July 9, 2018 at 10:05 a.m. PST in the City of Cashmere Council Chambers. Late bids will not be considered and will be returned unopened to the sender. It will be the sole responsibility of the bidders to have their bids delivered to the City before the closing time and date. The City of Cashmere stamp is the official time and date. Bids will be publicly opened at the time and location indicated above. The City is not responsible for any cost incurred by the vendor/contractor in preparation of their bid response. Bids must be valid for a period of not less than sixty (60) days after the solicitation closing date.

### **SCOPE OF WORK:**

In Cell #1 an access road will need to be cut between telephone poles #3 and #4 as marked in white paint. In Cell #3 an access road will need to be cut in the corner between white paint markings. These access road cut locations are located in approximately the locations identified in the attachment marked "Approximate Road Cut Locations". The access roads will need to be built so that Waste Management removal vehicles can safely use the roads to enter the Cells following the completion of the Contract Work to be loaded with biosolids to remove the biosolids piles.

The Contractor shall scrape the biosolids material from each Cell basin bottom and sides into no more than four (6) piles in each Cell.

At least 90% of the biosolids materials must be piled up for removal. Rocks greater than one square foot in size, if any, shall be separated from the biosolids piles and stacked in one pile in each Cell.

All Aerator stands shall be removed and placed on the dike road for collection and removal by City crews.

The entire Scope of Work shall be completed no later than Friday, August 10, 2018.

### **VIEWING PROJECT SITE:**

A Pre-bid site visit is scheduled for Wednesday, June 27<sup>th</sup> at 8:00 a.m. at the admin building at 2 Riverfront Drive. Contractors are strongly encouraged to attend. City personnel Bruce Germain and Randy Low will show the project site at Cells 1 & 3 and answer questions.

**INSURANCE AND BOND REQUIREMENTS:**

As a condition of award, the successful bidder will be required to provide a copy of contractor's insurance certificates prior to the execution of the agreement by the City, and naming City "*as additional insured*".

**REQUIRMENTS:**

- Bid shall include City of Cashmere sales tax.
- Contractor must be on, or apply to be on, the City's Small Works Roster prior to submittal of sealed quote.
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**PREVAILING WAGE FOR PUBLIC WORKS CONTRACTS:**

Prevailing wage requirements apply to this project. Please contact Washington State Labor and Industries for requirements. The following documents will be required by the City:

- Intent to pay prevailing wage,
- Affidavit of wages paid,
- Bid submittal form with lump sum estimate,

**PAYMENT BY CITY:**

Payment shall be made by the City in a single payment within thirty (30) days following completion of the work by the Contractor; provided, the affidavit(s) of prevailing wages paid is(are) on file with the City.

**CONTRACT FORM:**

The form of the Contract shall be as set forth in the bid packet.

**LUMP SUM BID:**

The bid for the Biosolids Removal Project shall be in a lump sum format, which includes City of Cashmere sales tax, parts, materials and labor.

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**The City of Cashmere reserves the right to reject all bids if project exceeds budget amount.**

Amount: \$ \_\_\_\_\_

Sales Tax: \$ \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Representative (print): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Dated \_\_\_\_\_





**WASTE MANAGEMENT**

711 A North Wenatchee Ave.  
Wenatchee, WA 98801

June 28, 2018

City of Cashmere

Attention: Jim Fletcher, Mayor

Re: 2018 Inflation Adjustment

Please find the enclosed 2018 rate schedule for Solid Waste collection services provided by Waste Management to the residents of the City of Cashmere.

These rates are based upon the published Consumer Price Index, for U.S. City Average, for Urban Wage Earners and Clerical Workers; all items (Revised Series) (CPI-W 1982-84) as published by the Bureau of Labor Statistics of The United States Department of Labor, from May of 2017 to May 2018. This year's CPI index was an annual change of 3.06%. Based on these numbers and per the contract Waste Management is entitled to an increase of 1% Minimum to 4% Maximum, which results in an annual increase of 3.06%.

Please review this schedule and let me know of any discrepancies, as Waste Management will adjust our billing system to reflect these changes. Implementation of these rates will take effect on October 1, 2018.

Waste Management looks forward to providing quality Solid Waste collection services to the City of Cashmere in the years ahead.

Sincerely,

A handwritten signature in black ink that reads "Curt Kazen". The signature is written in a cursive style with a large, sweeping initial "C".

Curt Kazen  
District Manager, Wenatchee Hauling  
Waste Management of Washington, Inc.  
711 A. North Wenatchee Ave  
Wenatchee, WA 98802  
509-665-6185

**EXHIBIT A**  
**RATES**  
**FOR CITY OF CASHMERE/WASTE MANAGEMENT CONTRACT**  
**Effective 10/01/18**

**Garbage & Recycling Services:** **Rates**

**I. RESIDENTIAL COLLECTION RATES:**

**A. Residential Municipal Solid Waste Collection Rates (incl. Recycling): (Weekly garbage and every-other-week recycling service - 1-4 units individually billed)**

**Single Family Residential Rates (per month):**

35 Gallon Garbage Cart	\$	23.11
64 Gallon Garbage Cart	\$	28.60
96 Gallon Garbage Cart	\$	34.10

*(Customers requesting multiple carts will be charged the rates above times the number of additional carts requested)*

Disabled/Low Income/Senior Citizens Discount	85%	of regular rate
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**Additional Residential Charges:**

Carry Out Service per Container	\$	1.26
Overweight Container	\$	5.25
Over 25 Feet from Curb	\$	0.23
Bulk/Loose Material Pickup	\$	17.50
Extra Garbage Collection Charge (per 32-gallon equivalent)	\$	3.79
Return Trip	\$	9.45
Resume Service fee/Reactivation Charge	\$	29.16

*(For vacation holds when service is resumed. No more than two (2) continuous periods of no less than one month and no more than three months each calendar year based on such Premises being vacant during that period of time. Customers are limited to two (2) vacation hold requests per calendar year)*

Cart Replacement (Customer negligence or cart not available for removal)	\$	58.33
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**II. COMMERCIAL COLLECTION RATES: \*\***

\*\*All commercial collection rates for solid waste service apply to or include industrial, institutional, and consolidated billed multi-family residential customers (i.e. Apartments, Townhomes, Duplexes and Condominiums with more than four units):

**A. Commercial Solid Waste Collection Rates: (weekly service)**

96 Gallon Cart	\$	43.32
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*(Customers requesting multiple carts will be charged the rate above times the number of additional carts requested)*

**Cubic Yard Container (loose)**

1 Cubic Yard Garbage Container	\$	79.33
2 Cubic Yard Garbage Container	\$	123.34
3 Cubic Yard Garbage Container	\$	169.04
4 Cubic Yard Garbage Container	\$	214.88
6 Cubic Yard Garbage Container	\$	302.82
8 Cubic Yard Garbage Container	\$	391.68



**EXHIBIT A  
RATES  
FOR CITY OF CASHMERE/WASTE MANAGEMENT CONTRACT  
Effective 10/01/18**

**Garbage & Recycling Services:**

**Rates**

**Cubic Yard Container (compacted)**

4 Cubic Yard Garbage Container	\$	606.49
6 Cubic Yard Garbage Container	\$	882.53

*(Customers requesting multiple collections per week will be charged the rate above times the number of additional collections per week)*

**Drop Box Container/Compactor temporary and permanent:**

(Includes temporary and permanent services. Temporary services shall not exceed ninety (90) days of service. All services subject to a once per month minimum haul charge regardless of actual service provided.)

<u>Size of Container</u>	<u>Haul</u>	<u>Dump Fee (c)</u>	<u>Dump Fee (d)</u>	<u>Rent/Month</u>
20 Cubic Yard	\$ 146.50	\$ 69.67	\$ 96.38	\$ 51.45
25 Cubic Yard	\$ 146.50	\$ 69.67	\$ 96.38	\$ 55.64
30 Cubic Yard	\$ 146.50	\$ 69.67	\$ 96.38	\$ 55.64
40 Cubic Yard	\$ 146.50	\$ 69.67	\$ 96.38	\$ 63.56

*(c) Hauled to Greater Wenatchee Regional Landfill - per ton*

*(d) Hauled to Dryden Transfer Station - per ton*

Delivery Rate (on temporary customers only)	\$	59.72 /placement
Mileage Rate	\$	2.92 /mile

**B. Additional Commercial Charges:**

**Special Pickups**

Collection Vehicle	\$	117.24 /hour
Extra Personnel	\$	28.99 /hour

**Container Cleaning Charges**

Steam Cleaning Container	\$	6.82 /yard
Pickup/Redelivery Charge (0-8cy)	\$	21.29 /pick-up
Pickup/Redelivery Charge (greater than 8cy)	\$	32.66 /pick-up

**Extra Garbage**

Extra Garbage Collection Charge (per 32-gallon equivalent)	\$	5.02 /equivalent
Extra Garbage Charge (per loose yard)	\$	15.97 /yard

**Other**

Unlocking and locking containers	\$	14.00 /pick-up
Gate or obstruction charge	\$	14.00 /pick-up
Container rollout (each container)	\$	4.08 /pick-up
Connect and Disconnect charge on compactors	\$	32.55 /pick-up
Reactivation from Bad Debt	\$	29.16 /occurrence

\* All rates include the CITY 10% utility tax on the gross revenues received by the CONTRACTOR. The above rates exclude the State Solid Waste Tax of 3.6% which will be shown as a separate line item on the customers' invoice.

## 2.7 Rates.

2.7.1 Modifications in Rates. The rates and charges for solid waste collection, as set forth in Exhibit A, shall be effective October 1, 2016. Commencing October 1, 2017, and on each October 1 thereafter, rates shall be increased based upon the increase in the Consumer Price Index, Pacific Cities and U.S. City Average, Urban Wage Earners and Clerical Workers Index (CPI-W), as published by the Department of Labor Statistics, based upon the total Consumer Price Index change for all items as compared from the May to May statistics for the preceding twelve (12) months, subject to a minimum annual increase of 1% and a maximum annual increase of 4%. In the event an annual increase in the CPI exceeds 4% in any year, the CONTRACTOR and the CITY may negotiate an annual increase in excess of 4% at the request of CONTRACTOR. Any increase in excess of 4% of the CPI must be agreed to in writing by the CITY. In the event this CPI is no longer produced, then the next most geographically similar urban wage earners and clerical workers (CPI-W) index shall be used. The annual modification in rates shall only become effective following CONTRACTOR's timely compliance with the provision of notices to the public and to the customers as required by RCW 35A.21.152, as the same exists now or may hereafter be amended.

### 2.7.2 Other Rate Adjustments.

If Federal, State, or Local Laws, Rules, or Regulations require a change in operation at the Greater Wenatchee Regional Landfill and Recycling Station ("Landfill"), which results in an increase/decrease in the tipping fee being charged by the Landfill, then in such event, CONTRACTOR, shall be allowed to pass through the change in tipping fee to CITY customers upon thirty (30) days prior notice to CITY and after CONTRACTOR has provided the public and the customers the notices

required by RCW 35A.21.152, as the same exists now or may hereafter be amended.

If Federal, State, or Local Laws, Rules, or Regulations change such that the CONTRACTOR incurs significant increases in collection/disposal fees, and/or taxes, and/or recycling processing fees, then in such event, CONTRACTOR shall be allowed to request an adjustment to the rates, which shall be approved or rejected by the CITY Council within thirty (30) days of the CONTRACTOR's request. If approved by the CITY Council, the rate increase shall become effective sixty (60) days following CITY Council approval, provided that CONTRACTOR timely provides the public and the customers the notices required by RCW 35A.21.152, as the same exists now or may hereafter be amended.

In the event CONTRACTOR experiences significant rising prices in the cost of fuel in any one year, CONTRACTOR may request an additional adjustment or modification to the rates for services provided under this Contract. A request for adjustment or modification may be made at any time, however, it is preferred that any such request for adjustment or modification correspond with requests for adjustment or modification based upon changes in the CPI set forth above herein. Any such CONTRACTOR request shall be approved or rejected by the CITY Council within thirty (30) days of the CONTRACTOR's request. If approved by the CITY Council, the rate increase shall become effective sixty (60) days following CITY Council approval, provided that CONTRACTOR timely provides the public and the customers the notices required by RCW 35A.21.152, as the same exists now or may hereafter be amended.

In the event that unforeseen temporary market circumstances prevents or precludes compliance with the recycling components of this Contract, the CONTRACTOR may request a temporary adjustment or other relief from the requirements of this Paragraph. The CITY may request any and all documentation and data reasonably necessary to evaluate such request by CONTRACTOR, and may retain, at its own expense, an independent third party to audit and review such documentation and such request. If such third party is retained, the CITY shall take reasonable steps, consistent with state law, to protect the confidential or proprietary nature of any data or information supplied by CONTRACTOR.

If an unforeseen market circumstance relating to the recycling components of this Contract persists more than nine (9) months, the Parties agree to engage in good faith negotiations to determine a mutually acceptable course of action, including but not limited to eliminating the material from the list of recyclables, changing Customer preparation requirements, modifying contractor rates, reducing the CITY Fee or any other mutually-agreeable solution.

