



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, APRIL 27, 2020 6:00 P.M., CITY HALL

DUE TO THE COVID-19 PANDEMIC AND THE GOVERNOR'S STAY AT HOME ORDER; CITY COUNCIL MEMBERS AND THE PUBLIC ARE REQUIRED TO CALL IN TO PARTICIPATE IN A PHONE CONFERENCE CITY COUNCIL MEETING. PLEASE CALL IN 5 MINUTES PRIOR TO MEETING.

PH# 1-(978)-990-5308 Access code: 4330749

AGENDA

CALL TO ORDER

ROLL CALL

ANNOUNCEMENTS

- March Financial Report is on the website
- Volunteers needed to review the 2019 Annual Financial Report

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of April 13, 2020 Regular Council Meeting by Telephone Conference
2. Payroll and Claims Packet Dated April 27, 2020

BUSINESS ITEMS

3. Professional Engineering Services Agreement with RH2 Engineering
4. Agreement with Chelan County Noxious Weed Control Board

PROGRESS REPORTS

ADJOURNMENT

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY APRIL 13, 2020 AT CASHMERE CITY HALL – TELEPHONE CONFERENCE

OPENING

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

Mayor Fletcher announced that this meeting of the City Council is being conducted via A telephone conference call pursuant to Governor Inslee’s Proclamation No. 20-28. Before the roll call for attendance I would like to go over some ground rules for conducting this meeting so that each of the council members can hear and be heard.

If we were seated in the City Council chambers the council would be seated from my right to my left around the Council table as follows: Councilmember Erickson, Councilmember Stephenson, Councilmember Pratt, Councilmember Carlson, and Councilmember Scott.

In an effort to provide some organization to this meeting because it is being conducted over the phone, I will be recognizing the councilmembers on each issue before the City Council in the order as listed. When it is a councilmember’s turn to speak, the councilmember may respond with “no comment” or “I agree with the previous comments” or with additional comments or questions.

As items appear on the agenda, motions will be sought first from Councilmember Erickson, and so on from right to left. Motions will be followed by a request by me for a second to the motion in the same order. For example, if Councilmember Erickson makes a motion, Councilmember Stephenson will be requested to respond to whether she seconds the motion, and if not, I will seek a second from Councilmember Pratt and so on.

On each item, I will ask the councilmembers for comments in that order and we will continue to utilize that order until all comments and questions on the agenda items have been made.

Now for the roll call of the councilmembers to document attendance. Please respond with an acknowledgment of your presence when your name is called.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jim Fletcher	
Council:	Daniel Scott - phone Chris Carlson Dave Erickson - phone Jayne Stephenson - phone Derrick Pratt - phone	
Staff:	Kay Jones, City Clerk-Treasurer Steve Croci, Director of Operations - phone	Chuck Zimmerman, City Attorney
Public:	Kirk Beckendorf, Cashmere Valley Record - phone	

APPROVAL OF AGENDA

MOVED by Councilor Erickson and seconded by Councilor Stephenson to approve the agenda as submitted. Motion carried 5-0.

CONSENT AGENDA

Minutes of March 23, 2020 Regular Council Meeting

Payroll and Claims Packet Dated April 13, 2020

Claims Direct Pay and Check #40374, #40378 through #40409 totaling \$146,825.30

Payroll Direct Deposit and Check #40375 through #40377 totaling \$108,895.95

MOVED by Councilor Stephenson and seconded by Councilor Pratt to approve the items on the consent agenda. Motion carried 5-0.

CONTRACT WITH PACE ENGINEERING FOR GENERAL ENGINEERING SERVICES

A Request for Qualifications (RFQ) for general engineering services resulted in a dozen Statement of Qualifications from engineering firms. The review process identified Pace Engineering as the firm best suited to meet the current general engineering needs of the City through 2021.

MOVED by Councilor Pratt and seconded by Councilor Carlson to find the selection of a City Engineer as a necessary and routine business matter, approve the Engineering Service Agreement with Pace Engineering and authorize the Mayor to sign the Agreement. Motion carried 5-0.

PROGRESS REPORTS

The Sherman Reservoir Roof project is complete, and the reservoir is back in operation. The cost to date for the Sherman Reservoir project is \$1,059,000. When all the final invoices have been received the City will submit the total project cost to WCIA.

Director Croci stated that there are other tasks at the reservoir site that need to be addressed, which include; painting the reservoir, sale of the surplus temporary pumps and demolition of an old pump building.

All the bio-solids from Cell #3 were removed last year and this year all the bio-solids were removed and hauled off from Cell #1. The cleanup of the old wastewater lagoons has been completed. The Department of Ecology has inspected and approved the cleanup and the property is now able to be used for other purposes.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:17 p.m.

James Fletcher, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

Staff Summary

Date: 4/27/2019
To: City Council
From: Jim Fletcher, Mayor
RE: Engineering Services Agreement with RH2

A Request for Qualifications for Engineering Services resulted in a dozen Statement of Qualification from engineering firms. A second engineering service agreement is focused on the operation of the City's wastewater treatment plant and City water system.

The review process identified RH2 Engineering as the firm best suited to meet the current technical engineering needs to assure compliance with regulatory permits to operate the wastewater treatment plant and water production-distribution of the City through 2021. Legal reviewed and approved the subject agreement.

Staff Recommendation:

MOVE to find the selection of a technical engineering consultant as a necessary and routine business matter and approve of the Engineering Service Agreement with RH2 Engineering and allow the Mayor to sign documents.

CITY OF CASHMERE PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is entered into this date between the CITY OF CASHMERE (“CITY”), a Washington municipal corporation, and **RH2 ENGINEERING, INC.** (“ENGINEER”).

In consideration of the mutual covenants and agreements contained herein, the CITY and ENGINEER mutually agree to the following terms and conditions:

1. **RETENTION OF ENGINEER.** The CITY retains the ENGINEER to perform from time to time, such professional engineering services required, ordered or authorized by the CITY. The CITY and ENGINEER may identify specific projects for which a separate written agreement may be executed between the CITY and ENGINEER providing for a more detailed description of services to be provided by the ENGINEER. In such case, the terms of this specific agreement between the CITY and ENGINEER shall control; however, the terms of this Agreement, when not inconsistent with the terms of any such specific project Agreement, shall supplement the terms of this specific project Agreement. The ENGINEER agrees to be held to the same standard of care as is ordinarily practiced by other similar design professionals in that discipline for comparable work provided in a similar locality for, the requested engineering services authorized by the CITY. All work shall be done under the direction of the CITY Mayor or his or her designee.

2. **TERM OF AGREEMENT.** The term of this Agreement shall be from the date of signature at the bottom of this Agreement through December 31, 2021 or until completion of an ongoing project which the ENGINEER has the lead.

3. **INDEPENDENT CONTRACTOR.** The ENGINEER and the CITY agree that the ENGINEER is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither ENGINEER nor any employee of ENGINEER shall be entitled to any benefits afforded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the State Industrial Insurance program, or otherwise assuming the duties of an employer with respect to the ENGINEER, or any employees of ENGINEER.

4. **ENGINEERING SERVICES.** The ENGINEER may provide engineering services as authorized by the CITY which may include but are not limited to the following:

4.1 Provide guidance on all operational activities at the City of Cashmere’s Wastewater Treatment Plant and includes but is not limited to:

4.1.1. Managing, maintaining and programing the SCADA system;

- 4.1.2. Addressing issues with biological, chemical and mechanical treatment products/processes;
 - 4.1.3. Achieving compliance with the NPDES permit; and,
 - 4.1.4. Determining impacts of potentially new and/or changes to existing industrial or commercial users on the treatment processes.
- 4.2. The ENGINEER may occasionally provide engineering services as authorized by the CITY which could include but are not limited to the following:
- 4.2.1 Attend CITY Council meetings or staff meetings as requested by the CITY to provide professional engineering consultation;
 - 4.2.2 Review and analyze information made available through the CITY which may assist in the development of a given project;
 - 4.2.3 Make on-site field investigation;
 - 4.2.4 Prepare project budgets for the proposed work that sets forth the estimated costs of engineering and construction and the estimated time for completion;
 - 4.2.5 Assist the CITY in the procurement of field information that may be required for design and construction;
 - 4.2.6 Prepare construction cost estimates and advise the CITY of any later adjustments due to changed requirements, general market conditions or other changes;
 - 4.2.7 Prepare bid documents for specific projects assigned by the CITY and submit the same to CITY staff for approval before publication and delivery of bid documents to potential contractors;
 - 4.2.8 Review shop and laboratory test reports of materials and equipment;
 - 4.2.9 Provide general surveying services requested by the CITY;
 - 4.2.10 Provide assistance to the CITY as expert witness in litigation at a rate schedule negotiated based upon the complexity of the assignment, if required; and
 - 4.2.11 Provide such other services as may be requested by the CITY.

The ENGINEER agrees to perform work in accordance with standard engineering practices.

5. PROJECT LEAD PERSON. The ENGINEER will assign an appropriate employee of ENGINEER as the project lead person (PLP) to follow through on each specific project assigned to the CITY and shall endeavor to continue to use the same PLP on a project unless in the case of an emergency a change in the PLP becomes necessary. The PLP shall serve as the project coordinator

for the specific project and the CITY and ENGINEER shall communicate through the PLP assigned to the specific project.

6. CITY'S RESPONSIBILITIES. The CITY's responsibilities under this Agreement will include the following:

6.1 Make reasonable effort to gain full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement and to which the ENGINEER advises the CITY that the ENGINEER needs access; provided that the CITY shall not be required to use its condemnation powers or to pay a property owner to gain such access;

6.2 Provide ENGINEER with all criteria, design and construction standards and all information within the CITY's control as to the CITY's requirements for the project. CITY shall provide these items in a timely manner so the orderly and sequential delivery of services by ENGINEER may occur and shall allow ENGINEER to rely on the accuracy and completeness of these items;

6.3 Give verbal notice to be followed by written notice within one week of verbal notice to the ENGINEER whenever the CITY observes or becomes aware of any defect or deficiency in a project or other event which may substantially affect the ENGINEER's performance under this Agreement; and

6.4 Compensate, as provided by this Agreement, the ENGINEER for services rendered under this Agreement.

7. ESTIMATE. Opinions of probable construction costs, financial evaluations, feasibility studies, economic analysis of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by ENGINEER hereunder shall be made on the basis of ENGINEER's professional experience and qualifications and represent ENGINEER's best judgement as an experienced and qualified professional. It is recognized, however, that ENGINEER does not have control over the cost of labor, materials, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed must of necessity be speculative until completion of its detailed design. Accordingly, ENGINEER does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations or studies submitted by ENGINEER to the CITY hereunder.

8. ENGINEERING FEES AND COSTS.

8.1 ENGINEER shall provide professional services for which the CITY shall compensate the ENGINEER at the rates set forth in Exhibit "A" to this Agreement. Reimbursable costs shall only include the actual amount of bills for materials and services provided specifically for CITY projects by third

parties. ENGINEER shall endeavor to direct all costs of this nature to the CITY for direct payment by the CITY, when such costs exceed \$300.

8.2 Reimbursable costs shall not include travel time or mileage expense associated with travel time of ENGINEER to travel to the CITY to provide services for the CITY.

8.3 CITY will be responsible for reimbursing ENGINEER for expenses incurred on the CITY's behalf. These may include postage, special deliveries, photocopying at the rate of ten cents per page, government filing and search charges, and any other reasonable out-of-pocket expenses approved in writing by the CITY Mayor.

9. BILLINGS AND PAYMENTS. The billings for the ENGINEER's services shall identify at a minimum the following:

- 9.1 The project for which the services are provided;
- 9.2 The date on which the services are provided;
- 9.3 The individual performing the services;
- 9.4 The hourly rate of the individual performing the services;
- 9.5 The time expended to perform the services; and
- 9.6 A brief description of the services provided.

ENGINEER shall bill the CITY monthly for services provided by the ENGINEER for the previous month. The CITY shall pay ENGINEER's bills or notify ENGINEER that a dispute exists concerning ENGINEER's bill within forty-five (45) days of receipt of the ENGINEER's bill.

In the event the CITY notifies the ENGINEER that a dispute exists concerning the bill, the CITY and ENGINEER will meet in an effort to resolve the dispute. If the CITY and ENGINEER are unable to resolve the dispute to both parties' satisfaction, then the ENGINEER must file suit to resolve the dispute concerning the bill in accordance with the other provisions of this Agreement. Any suit filed for purposes of resolving a dispute concerning a disputed bill must be filed by the ENGINEER within one hundred twenty (120) days of the date the bill is sent to the CITY or the ENGINEER's request for payment from the CITY shall be deemed waived.

Interest charges on invoices for ENGINEER's services shall be computed at the rate of eight percent per annum.

10. INDEMNIFICATION. The ENGINEER agrees to hold harmless, indemnify and defend the CITY, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the ENGINEER, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the

ENGINEER, its agents or employees, in connection with the services required by this Agreement, provided however, that:

10.1 The ENGINEER'S obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

10.2 The ENGINEER'S obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the ENGINEER and the CITY, or of the ENGINEER and a third party other than an owner, agent, sub-engineer or employee of the ENGINEER, shall apply only to the extent of the negligence or willful misconduct of the ENGINEER; and

10.3 With respect to the performance of the services required by this Agreement and as to claims against the CITY, its officers, agents and employees, the ENGINEER expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for herein extends to any claim brought by or on behalf of any employee of the ENGINEER and includes any judgment, award or costs thereof, including reasonable attorney's fees. **THIS WAIVER IS MUTUALLY NEGOTIATED BY AND BETWEEN THE CITY AND THE ENGINEER.**

The ENGINEER agrees that its obligation and agreement to indemnify, defend, and hold harmless pursuant to this provision, includes the agreement of ENGINEER to reimburse the CITY for all of the CITY's costs and reasonable attorney's fees incurred as a result of any action of the CITY to enforce this provision.

11. INSURANCE. The ENGINEER shall secure and maintain in force until three years after the date of substantial completion of any construction project performed as a result of the services performed by the ENGINEER pursuant to this Agreement, comprehensive general liability insurance written on an occurrence basis with a minimum coverage of \$1,000,000 per claim and \$1,000,000 aggregate for personal injury, and \$1,000,000 per occurrence/aggregate for property damage, and \$1,000,000 aggregate and \$1,000,000 per occurrence professional liability insurance. In addition, ENGINEER shall have in place, at all times the aforementioned insurance is in place, comprehensive motor vehicle insurance with coverage for personal injury and property damage claims arising out of the use of motor vehicles with combined single limits of \$1,000,000. The comprehensive general liability policy and the comprehensive motor vehicle insurance shall name the CITY as an additional named insured and all of the insurance policies required shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the CITY. Certificates of insurance coverage required herein shall be delivered to the CITY within fifteen (15) days following execution of this Agreement by CITY.

12. SEVERABILITY. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

13. ASSIGNMENT. The ENGINEER shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY, which written consent may be withheld by the CITY for any or no reason.

14. REPORT OWNERSHIP. All original reports, drawings and other work prepared by the ENGINEER, as provided under this Agreement, shall become the sole property of the CITY upon final payment to the ENGINEER of the ENGINEER fees as set forth in this Agreement. ENGINEER may use electronic or other copies of any final work prepared for the CITY as promotional materials for ENGINEER's business. Reuse of the work other than as intended by this Agreement shall be without liability to the ENGINEER.

15. ATTORNEY'S FEES. Except as otherwise specifically provided in this Agreement, in the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, each party shall pay for its own costs and reasonable attorney's fees.

16. WAIVER OF BREACH. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.

17. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in the Chelan County Superior Court.

18. COPYRIGHT. No reports, documents, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the ENGINEER.

19. AGREEMENT TERMINATION. The CITY or ENGINEER may terminate this Agreement by giving thirty (30) days' written notice to the other party. In such event, the CITY shall forthwith pay the ENGINEER in full for all work previously authorized and performed prior to the effective date of the notice of termination. In the event of termination, the ENGINEER agrees to cooperate reasonably with any ENGINEER thereafter retained by the CITY in making available information developed as the result of work previously performed by the ENGINEER. If no notice of termination is given, relationships and obligations created by this Agreement, unless otherwise expressly provided, shall be terminated upon completion of all applicable requirements of the Agreement.

20. ACCESS TO RECORDS. The CITY and authorized representatives of the State and Federal Governments shall have access to any books, documents, papers, and records of the ENGINEER which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, transcriptions, and otherwise reviewing or monitoring the financial and other components of the work and services provided and undertaken as part of a project under this Agreement. Access to such books, documents, papers, and records shall be provided by whatever legal and reasonable means are deemed appropriate by the CITY or authorized state or Federal representative.

All such records and all other records pertinent to this Agreement, and work undertaken pursuant to this Agreement, shall be retained by the ENGINEER for a period of six years, unless a longer period is required to resolve audit findings or litigation. In such cases, the CITY may request, and the ENGINEER shall abide by, such longer period for record retention.

21. INTEREST OF CITY OFFICIALS. No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the terms of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement and the CITY and ENGINEER shall take appropriate steps to assure compliance.

22. INTEREST OF ENGINEER AND EMPLOYEES. The ENGINEER covenants that it shall not acquire interest, direct or indirect, in any study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services on behalf of the CITY pursuant to this Agreement.

23. REPORTS AND INFORMATION. The ENGINEER, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

24. COMPLIANCE WITH LAWS. The ENGINEER shall comply with all existing and hereafter enacted applicable laws, ordinances, and codes of the federal, state, and local governments.

25. NOTICES. Notices provided for in this Agreement shall be provided by hand delivery or via U.S. mail, postage prepaid, to the addresses for giving notices provided at the end of this Agreement, or as such addresses may be changed by a party in writing from time to time.

26. AUDITS AND INSPECTIONS. The CITY, the State Auditor, or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of a project and under this Agreement, by whatever legal and reasonable means deemed appropriate by the CITY and the State Auditor.

27. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the CITY and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CITY and the ENGINEER. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and ENGINEER and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CITY and ENGINEER and not for the benefit of any other party.

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APPROVED by the City of Cashmere,
Washington, the _____ day of
_____, 20____.

James Fletcher, Mayor

APPROVED by ENGINEER the
13th day of April, 2020.



(Signature)

Paul R. Cross

(Print Name)

Executive Vice-President

(Print Capacity of Signor)

Address for Giving Notices:

CITY OF CASHMERE

Attn: Mayor
101 Woodring Avenue
Cashmere, WA 98815

Phone: (509) 782-3513

Address for Giving Notices:

RH2 Engineering, Inc.

Attn: Erik Howe, PE
300 Simon Street SE Suite 5
East Wenatchee, WA 98802

Phone: (509) 886-2900

EXHIBIT A
RH2 ENGINEERING, INC.
2020 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$142	\$/hr
Professional II	\$155	\$/hr
Professional III	\$166	\$/hr
Professional IV	\$182	\$/hr
Professional V	\$193	\$/hr
Professional VI	\$209	\$/hr
Professional VII	\$222	\$/hr
Professional VIII	\$229	\$/hr
Professional IX	\$229	\$/hr
Control Specialist I	\$128	\$/hr
Control Specialist II	\$139	\$/hr
Control Specialist III	\$152	\$/hr
Control Specialist IV	\$165	\$/hr
Control Specialist V	\$175	\$/hr
Control Specialist VI	\$186	\$/hr
Control Specialist VII	\$203	\$/hr
Control Specialist VIII	\$209	\$/hr
Technician I	\$105	\$/hr
Technician II	\$116	\$/hr
Technician III	\$133	\$/hr
Technician IV	\$142	\$/hr
Technician V	\$156	\$/hr
Technician VI	\$171	\$/hr
Technician VII	\$185	\$/hr
Technician VIII	\$194	\$/hr
Administrative I	\$71	\$/hr
Administrative II	\$82	\$/hr
Administrative III	\$97	\$/hr
Administrative IV	\$115	\$/hr
Administrative V	\$136	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.575	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

Staff Summary

Date: 4/20/2020
To: City Council
From: Steve Croci
RE: Knotweed Management

Chelan County Noxious Weed Control Board wants to enter an agreement to treat and monitor knotweed on City property. The agreement would start June 1, 2020 and continue through October 31, 2024. The location is along Mission Creek at the corner of Sunset Highway and River Street.

Knotweed is a noxious weed that threatens wildlife. Left unmanaged it can provide a source for renewed infestation on private lands. Effective eradication requires a concerted effort on all public and private lands to protect wildlife habitat.

Staff Recommendation:

MOVE to approve the agreement with the Chelan County Noxious Weed Board and authorize the Mayor to sign the documents.



**Chelan County
Noxious Weed Control Board**

412 Washington Street, Wenatchee, WA 98801

Office Phone 509-667-6576

4/16/20

**City of Cashmere C/O Mark Botello
101 Woodring
Cashmere, WA 98815**

We'd like to extend our sincerest thanks for allowing us to treat and monitor knotweed on your property for the past few seasons. Overall, we have been extremely pleased with the progress of our treatment efforts in Chelan County. Data gathered from monitoring sites indicates that we've had an average success rate of about 81%. This couldn't have been possible without the participation of landowners like you.

But as you know, an 81% success rate means we still have work to do. Our goal is to completely eradicate knotweed from Chelan County and in order to do that, we need your help. It is vitally important to continue to watch for and treat new knotweed sprouts as we find them. We have seen several cases where it appeared our first treatment had completely eradicated the knotweed patch, and then after 2 or 3 years of monitoring, we discovered a new sprout. What we've come to learn is that, because of its extensive root system, a patch of knotweed can go dormant for several years after a treatment and then suddenly spring to life again. We've also learned that the amount of time it takes to eradicate a patch of knotweed depends on the following variables:

- Species of knotweed - Most of what we have in Chelan County is Bohemian Knotweed, which has been found to be more difficult to eradicate than Japanese, Giant, and Himalayan.
- Density of the patch - Multiple clumps and monocultures take longer to eradicate than single plants or sporadic clumps.
- Disturbance of the site - Digging/excavation, foot and motorized traffic, flooding, log jams, and other types of disturbances tend to spread knotweed (and most other weeds).
- Number of years the patch has been established on site - The older the patch, the more extensive the underground rhizome system.
- Moisture level of the soil - If the site is being irrigated or is in a riparian zone, it tends to take longer to eradicate.

Accompanying this letter, you'll find a new form requesting permission to continue to include you in our knotweed program. Please fill out, sign and return this form by June 1, 2020. This allows us to continue to monitor and treat (as needed) knotweed on your property for 5 more seasons. As always, we will continue to send you a reminder letter each spring to notify you of our upcoming site visit.

If you have any questions or concerns about signing another 5-year permission form or anything else pertaining to the knotweed project, please contact Jenna Eardley at 509-667-6440 or Julie Sanderson at 509-667-6550.

Julie Sanderson, Coordinator
Chelan County Noxious Weed Department
412 Washington Street
Wenatchee, WA 98801

PERMISSION TO ENTER PRIVATE LAND AND WAIVER OF LIABILITY

THIS AGREEMENT INCLUDES PERMISSION TO ENTER PRIVATE PROPERTY AND A WAIVER OF CERTAIN CLAIMS OF LIABILITY. READ CAREFULLY BEFORE SIGNING.

This Permission to Enter Private Land and Waiver of Liability is made between the Chelan County Noxious Weed Control Board, hereafter referred to as "the Board," and City of Cashmere C/O Mark Botello, hereafter referred to individually or collectively as "the property owner(s)."

INTRODUCTION

1. The control and eradication of noxious weeds on public and private lands is in the public interest and the presence of invasive knotweeds (*Polygonum spp.*) on private lands threatens wildlife habitat and provides a source for renewed infestation of other private and public lands. Effective eradication of knotweeds requires concerted effort on both public and private lands to protect our natural resources.
2. The Board and its agents desire to perform activities to eradicate and/or control knotweed on public and private lands within Chelan County. These activities are authorized and carried out under one or more of the following chapters: 17.04 RCW, 17.06 RCW, 17.10 RCW, and 17.24 RCW.
3. The property owner(s) is/are the sole owner of property located at **Chapel St, Cashmere 98815** and parcel(s): **231904770183** in Chelan County, Washington, hereafter referred to as "the property."
4. The property owner(s) is/are interested in and benefited by the eradication and/or control of knotweed on the property.
5. The property owner(s) and the Board desire to memorialize an agreement for the purpose of eradication and/or control of knotweed on the property.

AGREEMENT

1. **Permission.** In consideration of the benefits described above, the property owner(s) grant permission to the Board and its agents, contractors, cooperators and employees to enter onto the property, with at least twenty-four (24) hours' notice, from June 1, 2020 to October 31, 2024, to perform activities to eradicate and/or control knotweed on the property. The property owner(s) acknowledge and agree that these activities may include the application of herbicide to the property.

The property owner(s) also grant permission to agents, contractors, cooperators and employees of the Washington State University and/or the Washington State Department of Agriculture to enter onto the property, with at least twenty-four (24) hours' notice, from June 1, 2020 to October 31, 2024, for the purpose of monitoring and evaluating the success of knotweed eradication and/or control activities.
2. **Expiration and Revocation.** The Board and its agents, contractors, cooperators and employees are permitted to enter the property on all of the above dates and until October 31, 2024, or until this permission is revoked, whichever occurs first. The property owner(s) may revoke this permission by presenting a written letter of revocation to the Board. The revocation is effective five (5) business days after receipt by the Board.
3. **Liability Waiver.** The Purpose of entry onto the property is to perform activities to eradicate and/or control knotweed. The property owner(s) expressly agree to hold harmless the Board, Chelan County, the Washington State University (WSU), the Washington Department of Agriculture (WSDA), and the agents, contractors,

cooperators and employees of the Board, Chelan County, WSU, or WSDA, and to waive any claim of liability against the Board, Chelan County, WSU, WSDA, and the agents, contractors, cooperators and employees of the Board, Chelan County, WSU, or WSDA, for any injury, damage, or harm which may result from entry onto the property under this agreement or from activities to eradicate and/or control knotweed on the property, including but not limited to, the application of herbicide upon the property. As to any other act or omission of either party under this agreement, each party shall be responsible for its own acts or omissions and those of its officers, employees and agents under this agreement. No party to this agreement shall be responsible to the other for the acts or omissions of entities or individuals not a party to this agreement.

4. **Entire Agreement.** This Permission to Enter Private Land and Waiver of Liability contains the entire agreement between the parties with regard to the matters set forth herein.
5. **Applicable Law.** This Permission to Enter Private Land and Waiver of Liability shall be construed and interpreted according to the laws of the State of Washington.

BY THE SIGNATURE BELOW, THE PROPERTY OWNER(S) DECLARE THAT THE TERMS OF THIS PERMISSION TO ENTER PRIVATE LAND AND WAIVER OF LIABILITY HAVE BEEN COMPLETELY READ AND FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED AND EXPRESSLY WAIVE ANY CLAIM THAT THIS PERMISSION TO ENTER PRIVATE LAND AND WAIVER OF LIABILITY IS NOT FAIRLY AND KNOWINGLY MADE.

Property Owner(s)/Legal Representative: _____

Property Owner(s) Mailing Address: _____

City	County	Zip
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Telephone Number(s): _____

(PRINT) Name of property owner	Signature of property owner	Date
(PRINT) Name of property owner	Signature of property owner	Date
(PRINT) Name of property owner	Signature of property owner	Date
(PRINT) Name of authorized representative, Chelan County Noxious Weed Control Board	Signature of authorized representative, Chelan County Noxious Weed Control Board	Date

Contact information for the Chelan County Noxious Weed Control Board: Julie Sanderson, Coordinator
 (509) 667-6576
 412 Washington St.
 Wenatchee, WA 98801

Progress Report

City Council Meeting April 27, 2020

Well #10 – Received amended agreement from Ecology. Contractor reinstalled pump, motor, drive shaft and other components. Variable Frequency Drive to be installed this week and remote monitoring system upgraded shortly after.

Streetlights – Installed conduit and wiring on South Douglas. Electrician to hook up wiring soon.

Safe Routes to School – Received Statement of Qualifications from four engineering firms to complete the design phase. Plan to conduct interviews and evaluations this week.

Water System Comprehensive Plan – Document nearing completion. Received no comments on the SEPA. Contractor working on changes to the water rights section.

Charging Stations – Applying for grant to install two electrical vehicle charging stations one near downtown and one near museum.

Sherman Reservoir – Preparing to repaint and improve ground surfaces.

Downtown Beautification – Working with Chamber of Commerce, Cashmere HS FFA and Love Me Flowers, local flower shop, to plant flowers in existing flower beds and potentially add some hanging baskets.

Emergency Plans – Updated emergency water and wastewater emergency response plans to address pandemic events.

West Cashmere Bridge – Bridge to be closed starting May 4th.