



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 24, 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

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of August 10, 2020 Regular Council Meeting by Telephone Conference
2. Payroll and Claims Packet Dated August 24, 2020
3. Reschedule a Public Hearing on the Six Year TIP for September 14, 2020 at 6:00 p.m.

BUSINESS ITEMS

1. Chelan County Comprehensive Emergency Management Plan
2. 2021 Agreement for Emergency Services with Chelan County
3. Selection of contractor for the South Douglas St. overlay project
4. Discussion on City Business hours

PROGRESS REPORTS

ADJOURNMENT

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY AUGUST 10, 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. Administrative Assistant, Tammy Miller 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. 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, starting from my right to my left around the Council table. 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 from me for a second to the motion in the same order. I will ask the councilmembers for comments in the same 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 - phone Dave Erickson - phone Jayne Stephenson - phone Derrick Pratt - phone	
Staff:	Tammy Miller, Administrative Assistant	Kay Jones, Clerk-Treasurer Steve Croci, Director of Operations Chuck Zimmerman, City Attorney
Public:	Kirk Beckendorf, Cashmere Valley Record – phone	

ANNOUNCEMENTS AND INFORMATION

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of July 27, 2020 Regular Council Meeting by Telephone Conference
Payroll and Claims Packet Dated August 10, 2020

Claims Direct Pay and Check #40588 and #40591 and #40592 through #40614 totaling \$154,671.53
Payroll Direct Deposit and Check #40589 through #40590 totaling \$101,457.72
Manual Check #40586 & 40587 not needing prior approval

MOVED by Councilor Scott and seconded by Councilor Erickson to approve the items on the Consent Agenda. Motion carried 5-0.

DISCUSSION ON THE SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

The Mayor went over the Six-Year TIP handout and explained how the streets were ranked and then placed on the schedule. The TIP is essential and is used to acquire grant funding. Councilor Scott questioned about possible alley improvements.

SCADA SERVICES – TASK AUTHORIZATION NO. 1 FOR A SCADA MASTER PLAN

The authorization is for RH2 to evaluate existing SCADA network and to identify gaps in the technology that could be implemented, allowing staff time to be re-prioritized. A reduction of 4-6 hours weekday and 4 hours of weekend staff time is anticipated. Contract cost is \$9,855.

MOVED by Councilor Carlson and seconded by Councilor Pratt to approve the SCADA Services Task Authorization No. 1 with RH2 Engineering and authorize the Mayor to sign. Motion carried 5-0.

SCADA SERVICES – TASK AUTHORIZATION NO.2 FOR ON-CALL SCADA SUPPORT

The authorization is for continued services with RH2 for On-Call SCADA support through 2021 with fees not to exceed \$10,000 without prior authorization.

MOVED by Councilor Pratt and seconded by Councilor Stephenson to approve the SCADA Services Task No. 2 with RH2 Engineering and authorize the Mayor to sign. Motion carried 5-0.

AQUATIC INFORMATICS (TOKAY) – SOFTWARE LICENSE AGREEMENT RENEWAL

Tokay is the software that manages and supports the City's Cross Connection Control (Backflow) program. Agreement includes update to Tokay SQL, software implementation online reporting for Backflow testers and training services for staff.

MOVED by Councilor Carlson and seconded by Councilor Pratt to approve the Aquatic Informatics - Software License agreement and authorize the Mayor to sign. Motion carried 5-0.

PROGRESS REPORTS

Mayor Fletcher reported that he had a conversation with Sheriff Burnett about setting up speed patrols around town to show a presence of awareness. Radar was set up on Railroad Avenue on Monday.

Update on streetlights – New conduit was installed for the LED lights on Riverfront Drive and Perry Street is being done this week.

Future Utility Growth on Sunset Hwy – At this time there is limited interest in residential water services, but some of the commercial businesses have expressed interest in sewer hookups. Due to inadequate water pressure, any future growth west of Goodwin would be limited. A possible solution would be for the City to locate property on Flowery Divide for a new water reservoir.

Sales Tax Revenue – A quick calculation showed that there was a 19% decrease through July.

Biosolids – A dump trailer has been delivered, which allows the biosolids to be directly loaded and hauled

City Council Minutes
August 10, 2020

off weekly. There are still solids drying on the pad which will be hauled off later this year. Going forward there should be few complaints about the smell.

Time Clocks – Time clocks have been ordered and will be in place shortly.

The County Jail fee schedule has not yet been received.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:53 p.m.

James Fletcher, Mayor

Attest:

Tammy Miller, Administrative Assistant



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CITY OF CASHMERE NOTICE OF PUBLIC HEARING TRANSPORTATION IMPROVEMENT PROGRAM

Pursuant to the requirements of Chapter 35.77.010 RCW, the City of Cashmere has prepared and revised a comprehensive transportation improvement program for the ensuing six years, and pursuant further to said law the City Council of the City of Cashmere will hold a public hearing on Monday, September 14, 2020 at 6:00 p.m. at the Cashmere City Hall, 101 Woodring Street. The public is invited to attend and make comment.

Please call City Hall on September 11, 2020 at (509) 782-3513 for information necessary to connect to the public hearing if in-person participation is not permitted by law. Written comments can be sent to Steve Croci, Director of Operations at steve@cityofcashmere.org.

Kay Jones
City Clerk-Treasurer
CITY OF CASHMERE

Please Publish: Wednesday, September 2, 2020

Staff Summary

Date: 8/19/2019

To: City Council

From: Jim Fletcher, Mayor

RE: Chelan County Comprehensive Emergency Management Plan

This plan is prepared to comply with RCW 38.52 under agreement with Chelan County so the City will qualify for FEMA funding in the event of an emergency disaster. Information specific to Cashmere is contained in Appendix 1.

A regional plan assists in providing coordination of emergency response and sharing of needed resources to deal with the emergency and implement recovery activities.

Staff Recommendation: Move to adopt the plan authorizing the Mayor to sign the Promulgation

Staff Summary

Date: 8/19/2019
To: City Council
From: Jim Fletcher, Mayor
RE: 2021 Agreement with Chelan County for Emergency Management Services

A one-year renewal of our agreement with Chelan County to provide emergency services for Cashmere. This is a regional program sharing costs to obtain a coordinate emergency program as described in the Countywide Emergency Management Plan. Rates for 2021 will decrease slightly, from \$2.93 to \$2.88 per capita. Total agreement cost for 2021 is \$9,115.20.

Staff Recommendation: Move to approve the Emergency Management Contract with Chelan County, authorizing the Mayor to sign.

2021 AGREEMENT FOR EMERGENCY SERVICES

This Agreement entered into this _____ day of _____, 2020, by and between the CITY OF CASHMERE, hereafter referred to as the Contractee, and CHELAN COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT, hereafter referred to as CHELAN COUNTY.

I. Purpose

Contractee understands and agrees that Chelan County will provide services to Contractee to develop a comprehensive emergency management plan and program and other emergency operational functions herein described, and as required in Ch. 38.52 RCW.

II. Services to be Provided

Chelan County shall provide the necessary equipment and personnel to establish operational plans and programs in cooperation with the Contractee as follows:

1. To provide for continuing compliance with Ch. 38.52 RCW.
2. To provide an Emergency Services organization and coordinate the operational and support activities for periods before, during and after an emergency and or disaster.
3. To coordinate local Emergency Services planning with the Federal Government, the State of Washington, neighboring counties, military organizations and other support agencies.
4. To provide for the effective utilization of resources within, or from outside Contractee to minimize the effects of disaster and to request assistance, as needed, through established emergency services channels.
5. To recruit, register and identify personnel and provide for compensation coverage for volunteers who suffer injury or equipment loss as a result of emergency services duty.
6. To provide emergency and disaster control assistance and coordination either on-scene or through the emergency operations center.
7. To develop a system for warning the general public of Contractee and to provide for information and guidance to the general public.
8. To provide, on request, support for emergency operations, such as, hazardous material incidents, major fires and other disasters.
9. To perform normal office procedures, correspondence and inventories.
10. To coordinate with elected and appointed officials in Contractee.
11. To provide for communications systems capable of meeting emergency operational requirements either on-scene or at the emergency operations center.

III. Response to Emergencies

Chelan County shall respond to Contractee emergencies, upon request; from the Mayor or his designee.

IV. Coordination with Contractee's Officials

The Mayor or his designee shall serve as liaison and consultant for operational functions between Chelan County and Contractee in performance of the contract. All financial commitments and contract agreements shall be approved by the city council of Cashmere and the Board of Chelan County Commissioners.

V. Annual Program

Chelan County and Contractee shall develop an annual program and activity schedule which outlines the basic projects and responsibilities each entity has agreed to accomplish during a given time period.

VI. Hold Harmless

Each party shall be legally responsible for the actions of their individual employees and each party shall be solely responsible for meeting all statutory responsibilities of their jurisdiction; provided Contractee agrees to indemnify, defend and hold harmless Chelan County from any legal action arising out of Chelan County's assumption of statutory responsibilities for Contractee by virtue of this contract, unless caused by Chelan County's negligence or breach of this agreement.

Chelan County agrees to indemnify, defend and hold harmless the Contractee from action arising out of Chelan County's negligence or breach of this agreement. Contractee agrees to indemnify, defend and hold harmless Chelan County from action arising out of Contractee's negligence or breach of this agreement.

VII. Cost Basis for Services

On an annual basis, Chelan County will establish the total cost of county Emergency Management Services provided in the year. Utilizing the estimated populations of cities, counties, and towns population data from the State of Washington Office of Financial Management Forecasting Division, (www.ofm.wa.gov), per capita costs of Emergency Management Services costs will be established. This per capita cost of services will be used as the basis for establishing payments for services.

VIII. Payment for Services

Contractee shall pay to Chelan County the sum of nine thousand one hundred fifteen dollars and twenty cents (\$9115.20) for services to be provided during the period from January 1 to December 31, 2021, payable in four equal installments of two thousand two hundred seventy-eight dollars and eighty cents (\$2278.80), due at the end of the first month of each calendar quarter.

IX. Term

This contract expires at midnight, December 31, 2021. Both parties agree to renegotiate this contract for continuation of services, unless terminated by either party by giving written notice to the other party 120 days prior to the expiration date of this contract.

X. Administration

No new or separate legal or administrative entity is created by this agreement and no real or personal property will be acquired pursuant to this agreement. This agreement will be administered by the participating jurisdictions.

XI. Nondiscrimination

There shall be no discrimination against any employee who is paid by funds through this agreement or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited, to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay, or other forms of compensation, and selection for training.

XII. Amendments

This agreement may only be modified by a written agreement signed by the parties' legislative authorities.

XIII. Waiver

The failure of a party to insist upon strict adherence to or performance of any provision of this agreement on any occasion shall not be considered a waiver nor shall it deprive that party of the right thereafter to enforce performance of or adherence to that provision or any other provision of this agreement.

XIV. Governing Law

This agreement shall be construed under Washington law.

XV. Severability

If any term, provision, or condition of this agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

XVI. Recording

This agreement shall be filed with the county auditor or, alternatively, listed by subject on the parties' public websites or other electronically retrievable public source.

IN WITNESS THEREOF; Chelan County and Contractee have executed this agreement as of the date and year written below.

DATED at Wenatchee, Washington this _____ day of _____, 2020.

BOARD OF CHELAN COUNTY COMMISSIONERS

DOUG ENGLAND, CHAIRMAN

KEVIN OVERBAY, COMMISSIONER

BOB BUGERT, COMMISSIONER

ATTEST: CARLYE BAITY

Clerk of the Board

CITY OF CASHMERE MAYOR:

JIM FLETCHER

ATTEST: _____
City Clerk

DIRECTOR CHELAN COUNTY EMERGENCY MANAGEMENT:

SHERIFF BRIAN BURNETT

2021 Emergency Services Agreement Breakdown

EXPENSES:

Program Specialist II (Sgt. Salary Jan-April)	Sisson, Kent	\$	93,958
Program Specialist	Hogan, Diana	\$	48,978
EM Director	Magnussen, Rich	\$	81,491
Program Specialist	Smoke, Stan	\$	32,276
Supplemental Pay		\$	2,250
Extra Help-Helicopter Pilots/Mechanic		\$	18,000
Overtime		\$	25,000
Holiday Pay		\$	2,000
Education Pay Incentive		\$	1,300
Social Security		\$	19,332
Retirement		\$	32,499
Medical-Dental-Life		\$	66,250
Labor & Industries		\$	4,489
Unemployment Compensation		\$	506
Clothing Allowance		\$	1,700
WA Family Pai Leave Premium		\$	466
Operating Supplies		\$	2,833
Small Tools & Minor Equipment		\$	1,000
Computers/Supplies		\$	2,561
Travel		\$	8,686
Operating Rentals & Leases		\$	17,263
Repairs/Maintenance		\$	15,064
Helicopter Maintenance		\$	15,600
Miscellaneous		\$	60
Education/Registration		\$	9,100
Total Expenses		\$	502,662
Less Grant Funding-EMA grant		\$	43,357
Total		\$	459,305

			2020 Cost
Populations: (2020 per OFM)	All of Chelan County	79660	
	Cashmere	3165	\$ 9,115.20
	Chelan	4355	\$ 12,542.40
	Entiat	1290	\$ 3,715.20
	Leavenworth	2080	\$ 5,990.40
	Wenatchee	35140	\$101,203.20

Per Capita Cost:	Budget costs	\$	459,305
	Divided by pop.		79660
		\$	5.77
	50% disc	\$	2.88

Staff Summary

Date: 8/20/2020
To: City Council
From: Steve Croci
RE: South Douglas Street Overlay Contractor Selection

The City requested bids to provide a surface overlay to South Douglas Street. The City received four bids, one for asphalt and three for chip-seal (see table below). A&W Paving was the low bid at \$24,800.

COMPANY	TOTAL QUOTE	MATERIAL
CW ASPHALT	\$30,500	Asphalt
A&W PAVING	\$24,800	Chip Seal
CW ASPHALT	\$72,500	Chip Seal
TOMMER	\$25,333	Chip Seal

Staff Recommendation:

MOVE to select A&W Paving for the South Douglas Street overlay and authorize Mayor to sign documents.

CITY OF CASHMERE

Small Works Construction Contract

Project: South Douglas St BST Overlay Project

THIS CONTRACT is entered into by and between the City of Cashmere, Washington (hereinafter the "City") and A & W Paving, Inc. (hereinafter the "Contractor"), sometimes each individually referred to herein as a "party" or collectively referred to herein as the "parties".

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

I. WSDOT STANDARD SPECIFICATIONS

- A. Except as may be otherwise specifically provided in this Contract, the definitions of terms used in this Contract and the other provisions set forth in the Washington State Department of Transportation Standard Specifications for Road, Bridge, and most current Edition of the Municipal Construction, (hereinafter "WSDOT Standard Specifications"), shall apply to the standard of construction of the Project Work by the Contractor and shall apply with respect to all other matters not otherwise specifically identified in this Contract.
- B. The City is the Contracting Agency.

II. PROJECT WORK, PAYMENT, GUARANTEE

- A. The Contractor shall perform all Work and furnish all tools, materials and equipment for the construction of the Project in accordance with and as described in the City Request for bid and the Contractor Proposal and all other plans and specifications on file with the City for the bid amount. The aforementioned documents are by this reference incorporated herein and made a part of this Contract. The bid amount is inclusive of all applicable taxes, including Washington State Sales taxes and is: \$ 24,800.00, which will include paving the portion of the following streets, roads and alleys only, as described in the bid documents: South Douglas St. BST Overlay Project.
- B. The City shall pay the Contractor for performance of the Project Work according to the City Request for bid and the Contractor Proposal on file with the City. In the event there is no payment schedule in said documents, the Contractor shall be paid following completion of the Project work and in accordance with the laws on payment of prevailing wages.

- C. The Project Work shall start after execution of this Contract and within 30 calendar days of a notice to proceed by the City. The Project Work shall be completed within 10 calendar/working days from the date the project starts.
- D. If the Project Work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages in the sum specified in Section 1.08.9 of the WSDOT Standard Specifications for each and every working day that Project Work remains uncompleted.
- E. The Contractor shall provide and pay for all equipment and labor required to construct and complete the Project Work. The Contractor shall guarantee the completed Project Work and all components thereof for a period of one year following the Completion Date of the Project Work , except as may be otherwise specifically modified by the City in the City Request for bids, the plans, specification, or other Project Work documents.
- F. Contractor shall be responsible for all temporary functions associated with the Project Work, including but not limited to, lighting, wiring protection, hoisting, scaffolding, rigging, flaggers, drinking water, dust control, storage, ventilation, and heating.

III. PREVAILING WAGE REQUIREMENT

The contractor shall pay prevailing wages for all Project Work and shall comply with Chapters 39.12 and 49.28 RCW. Notice of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of workers. At the completion of the Project the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification. Final payment on the Contract shall be withheld until the City receives certification from the Department of Labor and Industries that prevailing wage requirement have been satisfied.

IV. CONTRACT BOND

The Contractor shall provide a Contract Bond, in a form acceptable to the City, for the faithful performance and payment of all its obligation under this Contract. The Contract Bond shall remain in effect for the repair and replacement of defective equipment, materials, and workmanship and payment of damages sustained by the City on account of any such defects, discovered within one (1) year after the Completion Date.

V. PERMITS AND TAXES

Contractor shall secure and pay for all permits, fees and licenses necessary for the performance of the Project Work. Contractor shall pay any and all applicable federal, state and municipal taxes, including sales taxes associated with performance of the Project Work.

VI. INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, engineers, agents, and volunteers from and against all demands, claims, losses, injuries, damages, liabilities, suits, judgments, attorneys' fees and costs, and other expenses of any kind incurred by the City on account of, relating to, or arising out of Contractor's Work under this Contract, except to the extent such injuries or damages are caused by the negligence of the City.

VII. INSURANCE

- A. The Contractor shall procure and maintain for the duration of the Project Work, and for a period of three (3) years thereafter, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Project Work by the Contractor, its agents, representatives, employees, or subcontractors.
- B. Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Contractor shall maintain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, , stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, an liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance fort liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy. The proof of insurance and identification of the City as an additional insured shall be provided on a form acceptable to the City.
- D. Contractor shall maintain the following minimum insurance limit:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$1,000,000 products-completed operations aggregate limit.

E. Insurance shall be placed with insurers acceptable to the City.

VIII. GENERAL PROVISIONS

- A. Venue for any legal action arising out of the existence of this Contract shall be in Chelan County Superior Court. Except as specifically provided otherwise herein, in any legal action commenced by either party to this Contract, each party shall pay its own attorney's fees and costs, regardless of the outcome.
- B. This Contract contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings between the parties with respect thereto. This Contract may be amended only by an agreement in writing signed by both parties.
- C. The effective date of this Contract shall be the date the Contract is approved and signed by the City Mayor.
- D. This Contract may be signed in counterparts, each of which shall 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 Contract, binding on the parties.

APPROVED the _____ day of _____, 2020 by the City of Cashmere, Washington.

James Fletcher, Mayor

Address:

City of Cashmere
101 Woodring Street
Cashmere, WA 98815
(509) 782-3513

APPROVED the _____ day of _____, 2020 by the Contractor.

Signature

Printed Name and Title

Contractor, Address and Phone Number:



**City of Cashmere - Quarterly Reports
2nd Quarter - 2020**

Number of Investigated Incidents

April	9
May	4
June	13
Total	26

Number of Phone Calls Received: 73

Investigations of Interest

Citations Issued	0
Dangerous Dogs	0
Potentially Dangerous Dogs	0
Animal Bites	2

Number of Animals Received

Intake/Outcome	Dogs	Cats	Others
Owner Surrender	6	6	0
Stray	0	3	1
Adoption	1	1	2
Return to Owner	0	3	0
Trap Neuter Release		1	