



City of Cashmere

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Cashmere, WA 98815
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Website www.cityofcashmere.org

CASHMERE CITY COUNCIL MEETING
MONDAY, FEBRUARY 8, 2021 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 DIGITAL CONFERENCE CITY COUNCIL MEETING. PLEASE CALL IN 5 MINUTES PRIOR TO MEETING.

**To Join the Meeting Go To <https://zoom.us>
Meeting ID: 882 719 9871 Passcode: 788276
Audio Only: PH# 1-(253)-215-8782**

AGENDA

CALL TO ORDER

ROLL CALL

EXECUTIVE SESSION – RCW 42.30.110(1)(i) to Discuss Potential Litigation
Executive Session for approximately 20 minutes

Regular Session will reconvene at 6:20 p.m.

ANNOUNCEMENTS

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of January 25, 2021 Regular Council Meeting by Digital Conference
2. Payroll and Claims Packet Dated February 8, 2021

BUSINESS ITEMS

1. Interlocal Agreement with Housing Authority of Chelan County – Regarding SHB 1406 Funding
2. Implementation of SCADA Improvements
3. Pace Engineering – Sullivan St Water & Sewer Additional Services Agreement #1

PROGRESS REPORTS

- Joint Planning Commission Meeting Topics - February 22, 2021
- Bond Refinancing

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 25, 2021 AT CASHMERE CITY HALL – DIGITAL CONFERENCE

OPENING

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

Now for the roll call of the council members 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 - digital Chris Carlson - digital Dave Erickson - digital Jayne Stephenson - digital Derrick Pratt - digital	
Staff:	Kay Jones, Clerk-Treasurer Steve Croci, Director of Operations	Chuck Zimmerman, City Attorney
Public:	Kirk Beckendorf, Cashmere Valley Record – digital	

ANNOUNCEMENTS

The Mayor informed the Council that the City and DA Davidson (bond underwriter) had a meeting with S&P Global Ratings. DA Davidson drafted the S&P Rating Presentation for the Water and Sewer Revenue and Refunding Bonds 2021. The meeting went well, and the City is hoping to receive an A rating or better. The only negative is that the City has never been rated before. A copy of the presentation was provided in the meeting packet for council's review.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of January 11, 2021 Regular Council Meeting by Digital Conference
Payroll and Claims Packet Dated December 31, 2020 Year End
 Claims Direct Pay and Check #40933 and #40937 through #40959 totaling \$83,021.93
 Manual Checks #40934 replacing check #40784 plus #40935 and #40936
Payroll and Claims Packet Dated January 25, 2021
 Claims Direct Pay and Check #40960 through #40989 totaling \$295,667.45
Affirm the Mayor's appointment of Paul Kinser to the Cashmere Planning Commission

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

FEMA GRANT APPLICATION FOR EMERGENCY GENERATOR

The City's Water Comprehensive Plan and the Chelan County Multi-Jurisdictional Natural Hazard Mitigation Plan indicates the City of Cashmere should have an emergency generator to protect critical water infrastructure.

RH2 assessed the need and recommended acquiring one trailer-mounted 150 kw generator and installing generator docking stations with manual transfer switches at the Water Treatment Plant, Museum Lift Station, and Sherman Booster Pump Station.

Chelan County Natural Resources Department will seek grant funding through Federal Emergency Management Agency's FY2020: Post Fire Recovery, Hazard Mitigation Grant Program for the City of Cashmere to purchase the generator, docking stations and transfer switches. A funds commitment letter is required.

The total estimated cost is \$225,000 and the City would be responsible for 12.5% or approximately \$28,125. There is also a cost associated with completing the application of about \$1,500 for a contractor to do a cost analysis.

MOVED by Councilor Scott and seconded by Councilor Carlson to approve a grant application to FEMA for an emergency generator plus connections, committing to an agency match of 12.5%. Motion carried 5-0.

DISCUSSION ON CASHMERE FOOD BANK

Cashmere Food Bank Board is requesting use of space within a city building for storage and distribution of food. One of the options considered is in the yellow garage known as the River Street Storage Building, which is a space that would result in minimal change to City storage needs. There are five bays and two of the five garage doors, #3 and #4 open into the center of the building. This central space is insulated and heated. By relocating stored supplies and one truck to the Railroad Avenue Building the center area could be cleaned and available for the Food Bank. Minimal City expenses include adding an access door in garage door #5.

The Food Bank agrees that the two bays of the River Street Storage building will be adequate to meet their needs. The Food Banks is paying \$350 per month at their current location.

MOVED by Councilor Carlson and seconded by Councilor Stephenson to authorize staff to move forward with negotiating a lease to provide a space for the Food Bank. Motion carried 5-0.

DISCUSSION AND UPDATES ON THE FOLLOWING PROJECTS

- Safe Routes to School
- City Pool Structural Repair
- Sullivan Street WA/WW Utility Replacement
- Division Street WA Extension and PRV

Director Croci updated the Council on the four projects that will soon be going out to bid. The Director showed the Council a drawing of the proposed change in the Safe Routes to School project design with sidewalk bulb outs. The bulb outs are on the corner of Pioneer Avenue and Chapel Street and Pioneer Avenue and Mission Creek Road. Bulb outs slow traffic down and create a safer crossing for the children. The Council agreed with the concept of the bulb outs for safety, however, staff was directed to verify that the bulb outs would not adversely affect the large trucks and drainage.

The cost of the proposed change to the Safe Routes to School project would increase the City's cost \$20,000 to \$25,000.

PROGRESS REPORTS

Director Croci reported that the Sunset Road project with the County and the upgrades to the SCADA are moving forward.

The Director announced that on February 1, 2021 the Planning Commission will be discussing accessory dwelling units (ADU) and short-term rentals.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:50 p.m.

James Fletcher, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

Staff Summary

Date: February 4, 2021

To: City Council

From: Jim Fletcher, Mayor

RE: Interlocal Agreement – Housing Authority of Chelan County

Council previously took action to receive a portion of State Sales Taxes to be used for affordable housing service in the City. The Housing Authority of Chelan County has agreed to administrate the funds (\$5,025.43, per year) only within the City to benefit City residents as allowed by State rules. This agreement is in addition to a previous agreement with the Housing Authority for assistance to provide low income housing in the City.

Staff Recommendation: Approve the Interlocal Agreement with Housing Authority of Chelan County and authorize the Mayor to sign the agreement.

INTERLOCAL AGREEMENT ALLOCATING AFFORDABLE HOUSING SALES AND USE TAX FUNDS

This Interlocal Agreement ("Agreement") is entered into between the City of Cashmere, a Washington municipal corporation, (the "City") and the Housing Authority of Chelan County and the City of Wenatchee, a Washington municipal corporation (hereinafter "Housing Authority").

RECITALS

- A.** The state of Washington passed Substitute House Bill 1406 (Chapter 338, Laws of 2019) ("SHB 1406") which is designed to encourage municipalities to invest in affordable and supportive housing through an Affordable and Supportive Housing State Shared Tax.
- B.** On November 25, 2019 the City Council passed Resolution No. 09-2019, and on July 13, 2020 the City Council passed Ordinance No. 1291, authorizing a portion of the sales and use tax collected within the City to be dedicated for uses identified in SHB 1406 (the "Affordable Housing Sales and Use Tax").
- C.** The funds collected from the City implementation of the Affordable Housing Sales and Use Tax may be used for the acquisition, construction, or rehabilitation of affordable housing or facilities providing supportive housing, for the operation and maintenance costs of existing affordable housing within the City, and for rental assistance to tenants of affordable housing.
- D.** In addition to the use restrictions set forth in Recital C, the funds collected under the Affordable Housing Sales and Use Tax must be used to assist persons whose income is at or below sixty percent (60%) of the City median income levels.
- E.** By letter to the City dated November 23, 2020, the Washington State Department of Revenue announced its calculation of the maximum fiscal year cap of \$5,025.43 for the collectible Affordable Housing Sales and Use Tax funds by the City. Once the maximum cap amount has been reached, the Affordable Housing Sales and Use Tax shall cease to be distributed for the remainder of the fiscal year.
- F.** The Housing Authority currently serves low income residents within the City and uses other sources of low-income housing funds collected within the City to support low income citizens. This existing relationship between the City and the Housing Authority is documented in the "Agreement Allocating Low Income Housing Funds" entered into by the City and the Housing Authority and dated May 11, 2009.
- G.** Pursuant to RCW 82.14.540(10), and Chapter 39.34 RCW, the City and the Housing Authority are authorized enter into this Agreement in order to allocate the proceeds of the Affordable Housing Sales and Use Tax implemented by the City

H. Entry into this Agreement will result in use of the Affordable Housing Sales and Use Tax funds collected within the City for use exclusively within the City limits for the benefit of City residents.

NOW, THEREFORE, the City and Housing Authority agree as follows:

AGREEMENT

1. **Recitals.** The Recitals set forth above are made a part of this Agreement as if set forth in full herein.
2. **Disbursement of Funds.** The State, on behalf of the City, began collecting Affordable Housing Sales and Use Tax on December 1, 2020. The City will disburse to the Housing Authority all Affordable Housing Sales and Use Tax revenues collected within the City within thirty (30) days of receipt of the funds to be used by the Housing Authority as set forth in this Agreement.
3. **Allocation of Funds.** The City hereby authorizes the Housing Authority to expend Affordable Housing Sales and Use Tax funds collected within the City pursuant to City Resolution No. 09-2019 and City Ordinance No. 1291, as authorized by SHB 1406, and such funds collected by the City shall be used by the Housing Authority only within the City limits, to benefit City residents, and only for any legal purpose for which the City could use the same.
4. **Use of Funds.** The Housing Authority agrees to use and apply all Affordable Housing Sales and Use Tax funds of the City authorized for allocation and expenditure pursuant to this Agreement in accordance with all federal, state and local laws, ordinances and regulations. The Housing Authority agrees to indemnify and hold harmless the City for any improper, unauthorized, or unlawful use or expenditure of funds by the Housing Authority.
5. **Records.** The Housing Authority expressly agrees to keep accurate records detailing the allocation of all Affordable Housing Sales and Use Tax funds received pursuant to this Agreement. The Housing Authority shall annually, in January or February, submit a report to the City detailing its use of the Affordable Housing Sales and Use Tax funds for the preceding year.
6. **Termination.** Either the City or Housing Authority may terminate this Agreement upon thirty (30) days written notice to the other, provided, however, that any funds allocated or committed by the Housing Authority prior to receipt by the Housing Authority of the notice from the City of termination of this Agreement shall be allocated and expended in accordance with this Agreement.

7. **Notices.** Notices required by this Agreement to the City shall be hand-delivered to the City of Cashmere at City Hall or mailed to 101 Woodring Street, Cashmere, WA 98815, Attn: Mayor. Notices required by this Agreement to the Housing Authority shall be hand-delivered or mailed to the Housing Authority at 1555 South Methow, Wenatchee, WA 98801, Attn: Executive Director.

8. **Administration.** This Agreement shall be administered by the City Clerk-Treasurer for the City and by the Housing Authority Executive Director for the Housing Authority.

9. **Law and Venue.** This Agreement shall be governed by and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this Agreement shall be conducted in the Superior Court in Chelan County, Washington. Each party in any such litigation shall be responsible for payment of its own costs and attorney fees regardless of the outcome.

10. **Authority.** Each individual executing this Agreement on behalf of the entities below warrants that they are an authorized signatory of the entity for which they are signing and have sufficient authority to execute this Agreement.

11. **Effective Date, Duration, and Recording.** This Agreement shall be effective upon the date of the last signature below and shall remain effective at all times the City is collecting the Affordable Housing Sales and Use Tax, unless earlier terminated pursuant to the termination provision of this Agreement. The Housing Authority shall record this Agreement with the Chelan County Auditor.

Approved by the City Council of City of
Cashmere, Washington at an Open Public
Meeting the ____ day of _____,
2021.

By: _____
Jim Fletcher, Mayor

Attest:

By: _____
Kay Jones, City Clerk/Treasurer

Approved by the Board of the Housing
Authority of Chelan County and the City
of Wenatchee at an Open Public Meeting
the ____ day of _____, 2021.

By: _____
John Bryant, Board Chair

Attest:

By: _____
Alicia McRae, Executive Director

Staff Summary

Date: February 04, 2021
To: City Council
From: Jim Fletcher, Mayor
RE: Implementation SCADA improvements

Attached is the final RH2 report regarding SCADA system upgrades. Included are budget and priority rankings for improvements to water and to wastewater systems. The report discusses opportunities and problems the improvements as proposed would address. Projects identified by a letter (C) are considered critical in the proposed upgrade.

Overall goals of SCADA improvements to reduce the risk of system failures, document critical performance standards such as Chlorine levels, obtain information that show performance trends that may indicate need for preventive maintenance and allow remote operation of select components of the water and wastewater systems.

Total capital costs for water system SCADA improvements are estimated at \$331,000 of which \$50,000 was budgeted for 2021 pending results of this study. Total wastewater SCADA improvements are estimated at \$132,750 of which \$50,000 was included in the 2021 budget. Budget amendments are proposed to be paid from water and wastewater ending balances (reserves) as follows:

Water System:	Budgeted 2021 ending balance	\$1,615,854
	Proposed budget amendment	<u>- \$281,000</u>
	Amended budget ending balance	\$1,434,354
Wastewater System:	Budgeted 2021 ending balance	\$3,022,028
	Proposed budget amendment	<u>- \$82,750</u>
	Amended budget ending balance	\$2,989,278

Staff Recommendation: Authorize staff to complete implementation of all projects listed in the SCADA master plan during fiscal budget year 2021. Budget amendments to be made

Staff Summary

Date: 2/4/2021

To: City Council

From: Steve Croci, Director of Operations

RE: Sullivan St. Water and Sewer – Additional Services

An agreement with Pace Engineering is in place to design plans and specifications to replace the road, water and sewer lines in Sullivan Street. The agreement identified replacing the water line and repaving the road from the City limits near the airport north to Pioneer Avenue and the sewer line from the City limits north to Yakima Street. This amendment is to replace an additional 360 feet of sewer line from Yakima Street north to Pioneer Avenue. The additional design and engineering cost is \$11,218.

Staff Recommendation:

MOVE to approve amendment to design sewer line extension in Sullivan Street and allow Mayor to sign documents.



ADDITIONAL SERVICES AGREEMENT # 1

TO: Steve Croci, Director of Operations
 City of Cashmere
 101 Woodring Street
 Cashmere, WA, 98815

PROJECT NAME: Sullivan St. Water and Sewer

PROJECT #: 20451

FROM: Robin Nelson, PE

DATE: February 3, 2021

SUBJECT: Sewer Main Extension to Pioneer Ave.

This Service Agreement is intended to advise that a request for services has been made which are not currently in our Scope of Services or Fee. The subject contract is herein amended to incorporate the following scope of services:

I. Scope of Services


City staff requested extending sewer replacement from Yakima Avenue to Pioneer Avenue approximately 360 LF including connection to the existing manhole in Pioneer Avenue. This work will include developing plan and profile sheet for the new sewer extension, developing new details for the connection to the existing manhole in Pioneer Avenue, and updating the current plan set with this new sewer alignment. This work will also include updating the project specifications and adjusting quantities in the bid schedule. An updated construction cost estimate is also included in this additional work.

II. Fee

Client agrees to pay PACE for the above services on the basis of:

A fixed fee of \$\$11,218.00, plus reimbursable expenses as set forth in the prime contract. See Attachment A.

All services provided within the scope of this ASA will be performed under the terms of the on-call services agreement between PACE and the City of Cashmere. If you have any questions, require any additional information, or would like to discuss this project further, please do not hesitate to contact us at your earliest convenience.

PACE:

 Authorized Representative Signature
 Robin Nelson, P.E.
 Printed Name
 VICE PRESIDENT
 Title
 2/3/21
 Date

ACCEPTED:

 Authorized Representative Signature

 Printed Name

 Title

 Date

Attachment A

PACE Engineers Project Budget Worksheet - 2020 Wenatchee Rates

Project Name CIP W21 - Sullivan Street W & S Amendment #1	Location: Cashmere, WA	Prepared By: R. Neson, PE	Date: 2/3/2021
Project #: 20451	Billing Group #:	Task #:	

Labor Hours by Classification									
Staff Type # (See Labor Rates Table)	Staff Type Hourly Rate	1	10	16	23	118	84	43	51
		\$236	\$218	\$129	\$141	\$118	\$107	\$155	\$107
Drawing/Task Title	Job Title	Senior Principal Engineer	Principal Engineer	Engineer II	Project Designer	Sr. Project Administrator	Inspector I	Survey Project Manager	Two Man Crew
Design Phase Services									
1.0 Additional Project Management & QC		8							
4.0 Construction Document Preparation									
4.1 Create New Plan & Profile Yakima to Pioneer			8		8				
4.2 Update plan set with new sewer alignment				4	24				
4.3 Utility Coordination				4	4				
4.4 Update Specifications		2		6	4	8			
4.5 Update Construction Estimate				4					
Hours Total		10.0		22.0	36.0	8.0			76.0
Labor Total		\$ 2,360	\$ -	\$ 2,838	\$ 5,076	\$ 944	\$ -	\$ -	\$ 11,218

Expenses	rate/unit	Reimbursable	
		Quantity	Cost
Postage/Courier			
Plotter			
Photo/Video			
Mileage/Travel/Per Diem			
Miscellaneous - Reprographics			
Technology Fee (2% of labor)		1	\$ -
Total			\$ -

Subconsultants	
Utility Locale	
Mechanical Engineer	
Electrical Engineer	
Geotechnical Engineer	
I & C Engineer	
Subconsultant Subtotal	
Markup	15%
Total	

PACE Billed Labor Total \$ 11,218
 Reimbursable Expenses \$ -
 Subconsultants \$ -
Total Project Budget \$ 11,218