



## City of Cashmere

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CASHMERE CITY COUNCIL MEETING  
MONDAY, FEBRUARY 28, 2022, 6:00 P.M., CITY HALL

**THE PUBLIC CAN ATTEND IN PERSON, CALL-IN OR LOG-IN TO ZOOM TO PARTICIPATE IN THE CITY COUNCIL MEETING. PLEASE CALL-IN OR LOGIN 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 – FLAG SALUTE

ANNOUNCEMENTS

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of February 14, 2022, Regular Council Meeting
2. Payroll and Claims Packet Dated February 28, 2022
3. Reschedule public hearing for March 28, 2022, at 6:00 p.m. on 5701 Evergreen Dr. petition for annexation

BUSINESS ITEMS

1. Joint City Council and Planning Commission Meeting - To set work agenda
2. Small Works Construction Contract for Wastewater Treatment Plant Improvements

PROGRESS REPORTS

ADJOURNMENT

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR AND STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS  
**Americans with Disabilities Act (ADA) accommodations provided upon request (48-hour notice required)**

MINUTES OF THE CASHMERE CITY COUNCIL MEETING  
MONDAY FEBRUARY 14, 2022, AT CASHMERE CITY HALL – In Person and Digital

OPENING

Mayor Jim Fletcher opened the regular City Council meeting via in person and digital conference at 6:00 p.m. at City Hall. Administrative Assistant Tammy Miller took minutes.

Due to the COVID-19 pandemic and the Governor’s proclamation; public can attend the council meeting in person, by phone or by digital conference.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jim Fletcher	
Council:	John Perry Chris Carlson Shela Pistorosi - Digital Jayne Stephenson - Digital Derrick Pratt	
Staff:	Steve Croci, Director of Operations Tammy Miller, Administrative Assistant	Kay Jones, Clerk-Treasurer  Chuck Zimmerman, City Attorney

ANNOUNCEMENTS

PUBLIC COMMENT

APPROVAL OF AGENDA

MOVED by Councilor Carlson and seconded by Councilor Perry to approve the agenda as presented.  
Motion carried 5-0.

CONSENT AGENDA

Minutes of January 24, 2022, Regular Council Meeting  
Minutes of January 26, 2022, Special Council Meeting  
Payroll and Claims Packet Dated February 14, 2022  
Setting a public hearing for March 14, 2022, at 6:00 p.m. on 5701 Evergreen Dr. petition for annexation

MOVED by Councilor Pratt and seconded by Councilor Carlson to add Item No. 5,  
Appointing Zac Steigmeyer to the Planning Commission and approve the Consent Agenda.  
Motion carried 5-0.

REVIEW UTILITY CASH FLOW BUDGET

Mayor Fletcher presented cash flow projection through 2027, based on the proposed contract with the utility management firm, Woodard and Curran. Initial figures show that the city will be able to hold rates at the existing annual increases of 4% on water and 2% on wastewater. The projection is based on several main assumptions including, increased expenses are at 5% in 2023 and 3% for each year from

2024 to 2027, administrative costs are decreased, additional 10 new connections are added each year, a reduction in the transfer of funds to the Capital Fund each year, an increase occurs in operating efficiencies and maintaining debt service coverage. The mayor told the Council that he feels comfortable with the budget project for the next couple of years but that a new rate study will need to be conducted in 2024 or 2025.

#### DECISION ON NEW METERS AND METER READING UPGRADES

Currently the City uses an Automatic Meter Reading (AMR) system; which requires staff to drive around with Itron's AMR radio system to collect meter readings. The meter reads are then downloaded into the billing system. Itron no longer maintains this radio system and the city needs to replace the meter reading system before the current one fails, and we have to read 1100 meters manually.

The most current technology is AMI, which uses collectors (antennas) placed strategically around the city. The AMI system collects the reads and can be read at any time without leaving City Hall, eliminating the need to drive around or interrupt crews. AMI would save several hours of staff time reading meters and re-reads each month.

The benefits to Advanced Metering Infrastructure (AMI) reading system:

- No interruptions for the water crew
- More efficient and saves on labor time
- Readings and Error codes are readily accessible
- Better customer service with leak notifications
- Leak notifications promotes water conservation

Full automation will provide more efficient use of staff time by having direct access to the information and a higher level of customer service.

The city replaced all the water meters with radio read capability in 2007. The meters batteries that enable the radio reads have a 15-year life, which are quickly coming to the end of their life cycle and the entire meter must be replaced.

The ALD meters detect leaks in the City's main lines, which promotes water conservation and will save costs with the ability to identify and schedule water line repairs vs emergency repairs, which cost in overtime.

Benefits of ALD water meters:

- One company for both meter support and reading software support
- No brass, meter is light weight, making for easier installation
- No cable or ERT to attach
- The ERT for read is vacuum sealed under the glass inside of the meter
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The mayor said that ARDA funds can be used for the replacement cost of the meters and the reading system.

MOVED by Councilor Carlson and seconded by Councilor Pratt to authorize bid solicitation for AMI reading system and water meters, including an alternate bid for the ALD water meters. Motion carried 5-0.

TAILGATE CROSS CONVEYOR VENDOR SELECTION

Director Croci explained that the tailgate cross conveyor that was approved in the 2021 Budget had not been purchased and was not included in the 2022 Budget. He recommended that the city purchase the conveyor that would be used for road repairs. The City received a bid from Northstar Industries for \$18,961.17.

MOVED by Councilor Pratt and seconded by Councilor Carlson to approve the purchase. Motion carried with four in favor and Councilor Perry voting no.

PROGRESS REPORTS

Director Croci reported on the new Safe Routes to School crosswalks. The sensors are faulty, and the company has been contacted for replacements. In the meantime, the sensor pads have been turned off, and the crosswalk warning lights are activated by pressing the button. He said that the Commission members would like to discuss the parks' plan, development of the lagoon property and city trails, as well as how to manage city growth. Fletcher suggested that the Council think in terms of a 30-year vision for how best to manage growth and more housing while maintaining the character of the town.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:55 p.m.

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James Fletcher, Mayor

Attest:

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Tammy Miller, Administrative Assistant

# Staff Summary

**Date:** 2/24/2022  
**To:** City Council  
**From:** Steve Croci, Director of Operations  
**RE:** Wastewater Treatment Plant Improvements

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The City of Cashmere requested MRSC Roster quotes from qualified contractors for electrical improvements to the wastewater treatment plant. The work is to install some electrical components used to monitor the water treatment process. The City received one bid from Farmers Electric that met the requirements at \$17,143.89.

This is an early action item associated with the SCADA upgrades. The 2022 budget included \$100,000 for SCADA upgrades in the wastewater capital fund.

**Staff Recommendation:**

MOVE to select Farmers Electric and authorize Mayor to sign documents.

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**CITY OF CASHMERE**

**Small Works Construction Contract**

**Project:** Wastewater Treatment Plant Improvements

THIS CONTRACT is entered into by and between the City of Cashmere, Washington (hereinafter the "City") and, Farmer's Electric (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 Washing State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, Current Edition (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 for 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: \$17,143.89.
- 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.
- C. The Project Work shall start within 30 calendar days after execution of this Contract and the issuance of a notice to proceed by the City. The Project Work shall be completed within N/A calendar/working days from the date of issuance of the notice to proceed by the City or by April 1, 2022.

- 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 two (2) years 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. Final payment on the Contract shall be withheld until the City receives a release from Department of Labor and Industries, Department of Revenue and the Employment Security Department.

### **~~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 two (2) 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

February, 2022 by the City

of Cashmere, Washington

James Fletcher  
(James Fletcher, Mayor)

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

APPROVED the 6<sup>th</sup> day of

February, 2022 by the contractor.

Cal Booth  
(Signature)

Cal Booth Managing member  
(print Name and Title)

Farmers Electric  
30 E. Hemlock  
Othello, WA 99344  
(509) 488-2822