



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, OCTOBER 10, 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 September 26, 2022, Regular Council Meeting
2. Payroll and Claims Packet Dated October 10, 2022

BUSINESS ITEMS

1. Selection of contractor for the Sewer Mainline Clean and Inspect project
2. Ordinance No. 1313 Changing the time of the City Planning Commission meetings

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 SEPTEMBER 26, 2022, AT CASHMERE CITY HALL – In Person and Digital

OPENING

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

The 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 Jayne Stephenson Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer Steve Croci, Director of Operations Kate Schilling, City Attorney	Chuck Zimmerman, City Attorney

ANNOUNCEMENTS

Mayor Fletcher reminded the Council of the workshop scheduled for Monday, October 10, at 5:00 p.m.

PUBLIC COMMENTS

Kim Holliday and James Munley with Evergreen Mountain Bike Alliance spoke to the City Council about paving the dirt pump track at Riverside Park. Paving the track would cutdown on maintenance time and cost and would allow for anything with wheels to use the track.

Kim’s husband, Brent Holliday was very passionate about bikes and through Evergreen Mountain Bike Alliance was responsible for getting the pump track built about 10 years ago. Kim explained they would like to pave the track in honor of her husband, Brent Holliday that passed away last December. Evergreen Mountain Bike Alliance will volunteer their time and raise the funds for the paving project, which is estimated at \$25,000.

APPROVAL OF AGENDA

MOVED by Councilor Carlson and seconded by Councilor Pratt to approve the agenda as provided. Motion carried unanimously.

CONSENT AGENDA

Minutes of September 12, 2022, Regular Council Meeting
Payroll and Claims Packet Dated September 26, 2022

Claims Direct Pay and Check #42203 through #42225 totaling \$63,569.62

Set a public hearing for revenue sources and possible increase in property tax on October 24, 2022

Set a public hearing for preliminary budget on November 14, 2022

Set a public hearing for final budget on November 28, 2022

MOVED by Councilor Carlson and seconded by Councilor Stephenson to approve the items on the Consent Agenda. Motion carried unanimously.

AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN CHELAN COUNTY AND CITY FOR COOPERATION ASSOCIATED WITH COUNTY ROAD PROJECT NO 726 FOR RIGHT-OF-WAY NEGOTIATIONS

The proposed amendment to the Interlocal Agreement for Sunset Highway is to address the County negotiating on behalf of the City for right of way acquisition. The City will pay the County the full cost for needed easements and property acquisitions.

MOVED by Councilor Pratt and seconded by Councilor Stephenson to approve Exhibit A, amending the Interlocal Agreement for Sunset Highway. Motion carried unanimously.

LOCAL AGENCY A&E PROFESSIONAL SERVICES NEGOTIATED HOURLY RATE CONSULTANT AGREEMENT WITH NICHOLLS KOVICH ENGINEERING FOR BRIDGE LOAD RATINGS ON 4 CITY BRIDGES

The Federal highway Administration provided requirements to load rate bridges contained in the National Bridge Inventory. To comply with the requirements and bridge inspection standards the four bridges in Cashmere must be evaluated by the end of December 2022.

Angier Bridge is not a vehicle bridge so it will not be evaluated, and the Aplets Bridge is owned by DOT.

The city posted a request for qualifications on MRSC Consultant Roster and four firms submitted statements of qualifications. The committee selected Nicholls and Kovich Engineering firm and the negotiated cost of the Local Agency A&E Professional Services agreement is \$7,255.

MOVED by Councilor Pratt and seconded by Councilor Carlson to approve the Local Agency A&E Professional Services Agreement with Nicholls Kovich Engineering for bridge load ratings. Motion carried unanimously.

DISCUSSION ON CHAPTER 17.58.085 LIVESTOCK AND POULTRY

The mayor wanted to follow up on a request that was made at the previous meeting to allow chickens inside the city limits. Mayor Fletcher explained that the city's ordinance does allow livestock and poultry in certain zoned areas. Chickens, other poultry and rabbits require one acre or greater. Mayor Fletcher recommended to the Council that before they start discussing specific changes to the code, they think about what the overall goal is and what the city is able and willing to administer and enforce. He cautioned that the city doesn't want to get in the business of counting chickens or measuring setbacks for chicken coups.

Three of the council members were in favor of having the Planning Commission review Chapter 17.58.085 to allow chickens. Councilor Pistorasi was opposed, and Councilor Pratt was on the fence.

Three people spoke in favor of allowing chickens, ducks, and rabbits in the city limits. It's not just about feeding your family or saving money; it's about enriching the lives of the families.

Kelly Schmidt resides at 105 Julian Court, and she is adamantly opposed to allowing chickens in the city limits. Kelly lived in the city when farm animals were allowed, chickens do smell, and they do draw flies. If people want livestock and poultry, they need to live on a farm or outside city limits. Allowing poultry would affect her quality of life. Her neighborhood has already gone downhill due to the city not enforcing city code that is already in place. Why would the city add another enforcement issue when they don't

have the staff or money for enforcement now.

PROGRESS REPORTS

City Clerk-Treasurer Kay Jones reported that the 600+ new water meters the City has been waiting for did not get shipped. The new shipping date is the end of November. Depending on the weather the meters may not be installed until spring.

Director Croci reported that the overlay project will be completed this week, which includes a portion of two streets and two alleys.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:52 p.m.

James Fletcher, Mayor

Attest:

Kay Jones, Clerk-Treasurer

Staff Summary

Date: 10/5/22
To: City Council
From: Steve Croci, Director of Operations
RE: Clean and inspect sewer mainline

The City requested MRSC Small Works Roster bids to clean and inspect the sewer mainline on Cottage Avenue and Riverfront Drive. The City received three bids. Vortex Services, LLC was the low bidder at \$25,329.38.

Total Bid Amount	Business Name
\$53,012.85	Allied
\$41,751.00	Pro-pipe
\$25,329.38	Vortex

Staff Recommendation:

MOVE to select Vortex Services, LLC to clean and inspect the sewer mainline and authorize Mayor to sign documents.

CITY OF CASHMERE

Small Works Construction Contract

Project: Cleaning and Inspecting Sewer Mainline

THIS CONTRACT is entered into by and between the City of Cashmere, Washington (hereinafter the "City") and, Vortex Services, LLC (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: \$ 25,329.38.
- 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 be completed by December 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~~

~~For project in excess of \$50,000 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 \$1,000,000each 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 _____, 2022 by the City of Cashmere, Washington.

(James Fletcher, Mayor)

APPROVED the _____ day of _____, 2022 by the contractor.

(Signature)

(print Name and Title)

Address:

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

Contractor, Address and Phone Number:
Vortex Services, LLC
13712 24th St. E C103
Sumner, WA 98390
253-447-8026

ORDINANCE NO. 1313

AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, AMENDING SECTION 2.48.070 OF THE CASHMERE MUNICIPAL CODE, CHANGING THE TIME OF THE CITY PLANNING COMMISSION MEETINGS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City staff and City Planning Commission desire to change the meeting time of the City Planning Commission meetings from 5:00 p.m. to 6:00 p.m. in order to accommodate work schedules of its members; and

WHEREAS, the City staff and the Planning Commission recommend the adoption of this Ordinance; and

WHEREAS, the Mayor and City Council have reviewed this Ordinance and determined that its adoption is in the best interest of the citizens of the City; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. Section 2.48.070 of the Cashmere Municipal Code is hereby amended to read in full as follows:

2.48.070 Meetings.

- A. Regular meetings of the City Planning Commission shall be held on the first Monday of each month, beginning at 6:00 p.m. at City Hall, or at such other location as the Planning Commission may, from time to time, direct. All Planning Commission meetings shall be subject to the State of Washington Open Public Meetings Act.

- B. When a regular Planning Commission meeting is scheduled to occur on a day designated as a City holiday, the regular Planning Commission meeting shall be held on the following business day, beginning at 6:00 p.m.
- C. Special meetings of the Planning Commission may be called and conducted pursuant to the provisions of the State of Washington Open Public Meetings Act.
- D. All public hearings of the Planning Commission shall be tape recorded. Minutes of all public meetings of the Planning Commission shall be kept in compliance with generally accepted records management standards applicable to Planning Commission meetings in the State of Washington.
- E. During the first quarter of each year, the City Council and Planning Commission shall hold a joint public meeting for the purpose of reviewing community wide planning related issues and the annual work plan of the Planning Commission.

Section 2. If any section, sentence, clause, or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 3. This Ordinance shall take effect and be in full force five (5) days after this Ordinance or a summary thereof consisting of the title is published.

APPROVED:

MAYOR JAMES FLETCHER

ATTEST/AUTHENTICATED:

KAY JONES, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

BY: _____
CHARLES D. ZIMMERMAN

FILED WITH THE CITY CLERK	:	9/4/2022
PASSED BY THE CITY COUNCIL	:	9/10/2022
PUBLISHED	:	9/19/2022
EFFECTIVE DATE	:	9/24/2022
ORDINANCE NO.	:	1313