



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, MAY 22, 2023, 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 THE 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 May 8, 2023, Regular Council Meeting
2. Payroll and Claims Packet Dated May 22, 2023

BUSINESS ITEMS

1. Employment Express Rate Sheet for maintenance/laborers
2. Food Bank - River Steet Storage Building Rental Agreement

PROGRESS REPORTS

ADJOURNMENT

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY MAY 8, 2023, 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. Clerk-Treasurer Kay Jones 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 Chuck Zimmerman, City Attorney

EXCUSED ABSENCES

MOVED by Councilor Pratt and seconded by Councilor Perry to approve the absence of Councilor Stephenson. Motion carried 4-0.

ANNOUNCEMENTS

Councilor Perry commented that the water/wastewater trucks have the new signage with W&C and the City's logo on them and they look good. Perry is happy to see the crew grinding stumps so new trees can be planted.

PUBLIC COMMENTS

No comments from the public. Mayor Fletcher spoke with Reporter Kirk Beckendorf regarding the 8th grade field trip to the Wastewater Treatment Plant. Kirk has volunteered to help and has developed an environmental game of bingo to interact with the students. The students will also be voting on what they would like to see developed down at the old lagoon site.

APPROVAL OF AGENDA

MOVED by Councilor Perry and seconded by Councilor Pratt to approve the agenda as submitted. Motion carried 4-0.

CONSENT AGENDA

Minutes of April 24, 2023, Regular Council Meeting
Payroll and Claims Packet Dated May 8, 2023

Claims Direct Pay and Check #42644 through #42646 and #42650 through #42670 totaling \$179,925.84

Payroll Direct Deposit and Check #42647 through #42649 totaling \$75,175.58

MOVED by Councilor Carlson and seconded by Councilor Perry to approve the items on the Consent Agenda. Motion carried 4-0.

UPDATE FROM CHELAN COUNTY SHERIFF MIKE MORRISON

Sheriff Mike Morrison is the newly elected Sheriff and has been in office for the last five months. Sheriff Morrison and Corporal Monika Haynes were present to give an update on the last five months and to address the council's questions and concerns.

Corporal Haynes has been appointed as the department's Liaison to Cashmere. Corporal Haynes has been with the department for 27 years. Haynes explained that Cashmere has four homeless individuals that create a lot of chaos that require law enforcement response. She stated that partnering with Behavioral Health has been an immense success in addressing some of the homeless issues.

Graffiti has been an issue for Cashmere and the partnership with the Cashmere School District has been instrumental in assisting the department in identifying suspects. Haynes believes that the recent tagging does not appear to be gang related. She stated that it is very important for community members to call in and let law enforcement know what is going on.

Sheriff Morrison stated communities come first, and the department's updated mission and vision statements reflect this. The Sheriff's department cannot succeed without help from the citizens. Sheriff Morrison has been working on obtaining body cameras, a training facility, and vehicles.

The council requested quarterly attendance at council meetings and working on parking issues in the city.

VENDOR SELECTION FOR THE PURCHASE OF EVAPORATIVE COOLERS FOR THE WWTP

The City requested bids from MRSC vendors and shopped online for two evaporative (swamp) coolers, covers and spare filters for the blower rooms at the wastewater treatment plant (WWTP). On hot summer days the blower rooms get excessively hot and impact the short and long-term performance of the blowers. Evaporative coolers were identified as the most economical way to address the situation. Bids received ranged from \$6,626 to \$8860. Staff recommend purchasing two evaporative coolers, covers and spare filters from Global Industrial for \$6,626 plus shipping and tax. Authorization of this purchase would include approval of a budget amendment.

MOVED by Councilor Perry and seconded by Councilor Carlson to approve the selection of Global Industrial for the purchase of two evaporative coolers, covers and spare filters in the amount of \$6,626 for the WWTP. Motion carried 4-0.

CHANGE ORDER #1 FOR THE 1050 ZONE IMPROVEMENT PROJECT ON DIVISION STREET

Hurst Construction started work on the 1050 Zone Improvement project. They started potholing on South Division Street to find the 6" line the project was connecting to. The potholing revealed that the water line was not where it was expected to be, nor was it a 6" line as expected, but a 4" line. Connecting to the 4" line would work, requiring a change order. Change Order #1 to address the additional work completed thus far would be \$7,932.

The other option for Change Order #1 would be to replace the 310-foot section of 4" with 6". The 4" section connects to a 6" line at the intersection of Newberry Street. This optional change order to replace the 310-foot of 4" line would cost \$95,170.

MOVED by Councilor Perry and seconded by Councilor Carlson to approve Change Order #1 in the amount of \$95,170 for the 1050 Zone Improvement project, with the stipulation that the 6" line to connect to at the intersection of Newberry is confirmed, along with the schedule of values. Motion carried 4-0.

City Council Minutes
May 8, 2023

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 7:17 p.m.

James Fletcher, Mayor

Attest:

Kay Jones, Clerk-Treasurer

Staff Summary

Date: 5/18/2023

To: City Council

From: Director of Operations Steve Croci

RE: Express Employment Rate Sheet for maintenance/laborers

As previously discussed, this year the water treatment plants sand filter basins are scheduled for a complete cleaning. Last year the City did maintenance cleaning to eliminate air bubbles in the water. Cleaning the filters is a labor-intensive job and the City needs to hire approximately ten people. The project is estimated to take one week for each basin.

Express Employment will find people for the project. The billed hourly rate at Express Employment is \$27.00.

The mayor has already signed the rate sheet to enable Express Employment to start recruiting people. Staff is asking the council to ratify the mayor's signing of the Express Employment Rate Sheet.

Staff Recommendation:

MOVE to ratify the Express Employment Rate Sheet for maintenance/laborers.



RATE INFORMATION
Rate Information for: **City of Cashmere**

<u>JOB TITLE</u>	<u>HOURLY BILL RATE</u>
Maintenance/Laborers	\$27.00

Applicable to all clients with NAICS codes in the 23, 31-33 category: Under the new SHB1206 law; Express Employment Professionals will be supplying additional safety training to all new hires for the client. The client agrees to include this training as 15-minutes of paid time on the first day of a new hire.

This Bill Rate is based on an hourly wage of \$18.00 an hour and is "position specific". A job order for a different position may require a new bill rate. This bill rate is based on a worker's compensation code of 7113.

The client bill rate includes Express Employment Professionals absorption of the following expenses:

Advertising	ISO Certified Interview Process	General Liability Insurance
Employment Verification	Skills Testing	Weekly pay for Associates
Bonding of Employees	Worker's Compensation Insurance**	Weekly invoicing to client
Recruiting and Screening	Payroll Burden Costs**	

** In the event Express is required to increase wages and/or payroll burden costs as a direct result of any determination order, or action by any applicable Federal, State or Local Government authority, or collective bargaining unit, client shall reimburse Express Employment Professionals at cost for such increases.

This quote is for flexible and evaluation/hire assignments. In the event your company is interested in hiring an associate to your payroll, a contract buyout would be necessary. Please contact Express Employment Professionals for a quote. The associate is on Express' payroll for the first 720 hours (straight time). If you choose to hire prior to 720 hours being completed, the following prorated fee schedule will apply:

Total fee (gross margin per hour x 720 hours) minus total paid (gross margin per hour x hours worked) = Buyout amount. No buyout necessary after working 720 hours.

The Client agrees to the terms and conditions located on the back of the Express Employment Professionals timecards and/or group timesheets. Client also agrees to submit all timecards and/or group timesheets of Express employees to Express by 4:00 pm each Monday. In the event the original signed timecards and/or group timesheets are not provided to Express by client, it is agreed that Express will pay Express employees from signed faxed timecards, group timesheets and/or emailed printouts from client. Client further authorizes Express to treat faxed or emailed copies of signed timecards, group timesheets or emailed printouts as the original.

The nature of our business requires that we pay our employees each week. Express Employment Professionals bills services rendered on a pay-per-hour basis. **Our invoices are due net 10 days.**

Please acknowledge your understanding of these terms by signing below and returning it with your completed staffing agreement. We appreciate your business and look forward to working with you.

Express Employment Professionals
411 N Chelan Ave Ste B
Wenatchee, WA 98801

Veronica Lulo
Signature

Employment Specialist
Title

05/11/2023
Date

City of Cashmere
101 Woodring Street
Cashmere, WA 98815

Janet Fletcher
Signature

Mayor
Title

5-18-23
Date

Staff Summary

Date: 5/16/2022
To: City Council
From: Clerk-Treasurer Kay Jones
RE: Food Bank - River Steet Storage Building Rental Agreement

The Food Bank has requested that the City amend the current building rental agreement termination notice to a 12-month notification. The current language of 6 months would require the Food Bank to find another suitable location and get everything moved and organized and they believe this could be very difficult to do within the 6-month timeline.

Staff Recommendation:

MOVE to approve the amended Food Bank Rental Agreement to a 12-month notification.

RIVER STREET STORAGE BUILDING RENTAL AGREEMENT

The City of Cashmere, a municipal corporation of the state of Washington (hereinafter "City") and Cashmere Food Bank, a Washington non-profit corporation (hereinafter "Renter"), agree as follows:

1. City is the owner of that certain real property located in the City of Cashmere, in Chelan County, Washington, known as Chelan County Assessor's Parcel No. 23-19-04-220-500, commonly known as 316 River Street (hereinafter the "Property").
2. A portion of the Property contains a building that is commonly known as the River Street Storage Building. Bay #3 and Bay #4 of the River Street Storage Building as depicted and identified in Exhibit "A" to this Rental Agreement (hereinafter the "Rented Property") is hereby rented by the City to the Renter for a term of Five years beginning on the Effective Date of this Rental Agreement. After which the Renter will have the option to renew for an additional Five years. Renewal option is automatic unless Renter gives prior written notice that they do not intend to renew.
3. Renter shall not be required to pay rent to the City in recognition of the public benefit received by residents of the City as a result of Renter providing food to the poor and infirm.

City agrees to pay utilities (electric, water and sewer) associated with the Rental Property and the Renter shall be responsible for all garbage and recycling associated with the storage and distribution of food.

Renter agrees to reimburse City for a portion of the monthly electric utility bill associated with the Property in the amount of \$100 per month payable on or before the first day of each month. If this reimbursement is not timely made, the City may impose a \$10 per month late fee charge. The first electric utility reimbursement payment shall be due on the first day of the second month following the Effective Date of this Rental Agreement.

4. This Rental Agreement is subject to termination by either City or Renter with 612 months' prior written notice of intent to terminate.
5. The use of the Rented Property by Renter shall be for storage of food and equipment for the sole purpose of the distribution of food. All storage shall be entirely located within Bay #3 and Bay #4 of the Rented Property. This Rental Agreement may be terminated by City, with 30 days' notice, if use for food distribution ceases, or the Rented Property is used for anything other than food distribution. This Rental Agreement is not assignable.
6. Renter accepts the Rented Property "AS IS" and without any requirement for improvements or modifications to be made by City.
7. Any proposals to modify the Rented Property shall be presented in writing to the City for approval by the City Mayor, or their designee, and after approval shall be constructed according to building codes at the sole expense of Renter.

8. Upon termination of this Rental Agreement, Renter agrees to return the Rented Property to the condition it was in at the time of commencement of this Rental Agreement, unless the City approves in writing an alternative arrangement that may result in permission of the City for the Renter to leave certain improvements or modifications in place. Any such condition may accompany and be a requirement of the City approval for the Renter to make the improvements or modifications.
9. Any damage caused to the Rented Property by Renter or by Renter's employees, contractors, or volunteers, shall be repaired at the sole expense of Renter.
10. Renter agrees that during the term of this Rental Agreement, City shall not be responsible to maintain the interior of the Rented Property.
11. The restroom located on the Property is available only to the Food Bank staff and volunteers, not for public use.
12. Renter agrees to indemnify and hold the City harmless from and against any and all claims for injuries or damages incurred by Renter and its employees, contractors, invitees, and/or volunteers, unless such injuries or damages are caused by the actions of the City.
13. Renter agrees to maintain premises liability insurance insuring the Property with policy limits of at least One Million Dollars (\$1,000,000) per occurrence at all times while this Rental Agreement is in effect. Renter shall cause the City to be named as an additional insured on the aforementioned insurance and shall provide City with written proof of the same. Renter's insurance shall be purchased from insurance providers approved by City.
14. Notices required by this Rental 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 Rental Agreement to Renter shall be hand-delivered or mailed to Cashmere Food Bank, P.O. Box 225, Cashmere, WA 98815, Attn: Board President. The Effective Date of this Rental Agreement shall be the date of approval of the Agreement by the City.

APPROVED by Cashmere Food Bank

APPROVED by the City of Cashmere

the ____ day of _____, 2021~~3~~.

the ____ Day of _____, 2021~~3~~.

By _____
CHELSEA EVANS, BOARD PRESIDENT

By _____
JAMES FLETCHER, MAYOR

EXHIBIT A
Rental Agreement
River Street Storage Building

