

CASHMERE CITY COUNCIL MEETING MONDAY, NOVEMBER 13, 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 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 October 23, 2023, Regular Council Meeting
- 2. Payroll and Claims Packet Dated November 13, 2023
- 3. Christmas in Cashmere Street closure on 100 Block of Cottage Ave

BUSINESS ITEMS

- 1. Public Hearing on Preliminary Budget for 2024
- 2. Interlocal Agreement with Chelan-Douglas Transportation Council sharing costs to conduct Transportation Planning Activities
- **3.** Interlocal Agreement with Chelan County for maintenance, operation, and utility payments for Goodwin Road illumination systems
- 4. Pace Engineering Additional Services Agreement #1 for 1050 Zone Improvement Project
- 5. SCADA Improvements Change Order #1

PROGRESS REPORTS

ADJOURNMENT

MINUTES OF THE CASHMERE CITY COUNCIL MEETING MONDAY OCTOBER 23, 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.

<u>ATTENDANCE</u>

Present

Not Present

Mayor:

Jim Fletcher

Council:

John Perry Chris Carlson Shela Pistoresi Jayne Stephenson

Derrick Pratt

Staff:

Kay Jones, Cleark-Treasurer

Steve Croci, Director of Operations Chuck Zimmerman, City Attorney

ANNOUNCEMENTS

There were no announcements made.

PUBLIC COMMENTS

Bill Donald resides at 104 Meadowsweets Place; he informed the Council that he reads the minutes to keep up with what's going on in the City. When he saw the Council was talking about raising taxes or cutting services he wanted to come to the meeting. He does not want to see any services cut in the street department. He has already seen cuts in services regarding snow plowing, sweeping, and picking up leaves. The City maintains the downtown area, but not the residential streets.

APPROVAL OF AGENDA

MOVED by Councilor Carlson and seconded by Councilor Perry to approve the agenda as submitted. Motion carried.

CONSENT AGENDA

Minutes of October 9, 2023, Regular Council Meeting

Payroll and Claims Packet Dated October 23, 2023

Claims Direct Pay and Check #43018 through #43037 totaling \$70,630.74

MOVED by Councilor Pratt and seconded by Councilor Stephensen to approve the items on the Consent Agenda. Motion carried.

PUBLIC HEARING ON REVENUE SOURCES AND POSSIBLE INCREASE IN PROPERTY TAXES

A report was provided to the City Council with the City's revenue sources and the amounts received for 2022, 2023 YDT, and the estimated revenues for 2024. Mayor Fletcher presented a chart showing the estimated revenues compared to the proposed expenditures. With the ongoing increase in expenses the

City Council Minutes October 23, 2023

General Fund has not been able to transfer money to the Capital Improvement Fund for the last few years and it's getting more difficult to maintain the \$200,000 transfer from the Public Works Fund to the Capital Fund.

The mayor presented the list of contracts the City has with the County for public safety services, such as law enforcement, RiverCom, jail fees, prosecution services and emergency management. The total for the contracts for 2024 is just under \$740,000, which is a 15% increase over 2023. An increase of over \$98,000 for public safety contracts alone. The City is required to provide public safety services. If services must be cut, the Council will need to look at the cemetery, streets, or parks departments.

In order to keep up with maintenance and operations, and capital projects, the City needs to look at increasing revenue sources or cutting services. It's essential to maintain the transfer of funds to the Capital Improvement Fund to keep up with the needed capital projects. The City is allowed to increase their property tax levy by 1% annually. The 1% increase equates to \$7,397.35 additional revenue. Other revenue sources will need to be looked at to keep up with the high costs of labor and supplies.

Mayor Fletcher opened the public hearing at 6:19 p.m. to receive public comment on the revenue sources and possible increase in property tax.

Bill Donald resides at 104 Meadowsweets Place, and he stated that he is not opposed to taxes, if he knows and can see what the taxes are being spent on. He does not want to see any services cut in the street department. He has already seen cuts in services regarding snow plowing, sweeping, and picking up leaves.

With no other comments from the public the mayor closed the hearing at 6:21 p.m.

ORDINANCE NO. 1321 AUTHORIZING THE REGULAR PROPERTY TAX LEVY

The proposed ordinance is a 1% increase over the previous year levy amount of \$739,435.29, resulting in an increase in tax revenue of \$7,394.35. This increase is exclusive of additional revenue resulting from new construction, value of state assessed property, any annexations that have occurred and refunds made. The total preliminary 2024 maximum regular property tax levy is \$758,095.44.

MOVED by Councilor Perry and seconded by Councilor Stephensen to adopt Ordinance No. 1321 authorizing the regular property tax levy. Motion carried with four voting in favor and Councilor Pratt voting no.

PROSECUTION SERVICE AGREEMENT FOR 2024

The annual amount is calculated on the number of cases prosecuted for the City from September 1, 2022, through August 31, 2023, multiplied by the per case amount. The per case amount has increased \$25, which is an increase from \$275 to \$300 per case for 2024.

The County has calculated the annual amount for 2024 at \$15,900, (53 cases at \$300 per case). City staff has questioned 6 of the 53 cases, which are being confirmed. The amount will be amended to reflect the confirmed number of cases, which may be less than the \$15,900.

MOVED by Councilor Pratt and seconded by Councilor Pistoresi to approve the Prosecution Service Agreement for 2024 as confirmed and amended by Chelan County. Motion carried.

RH2 TASK AUTHORIZATION #5 FOR SURVEY WORK ON S. DOUGLAS ST. AND WEST PROSPECT ST. Task Authorization #5 in the amount of \$57,398 outlines the Scope of Work for providing surveying services along S. Douglas Street and W. Prospect Street.

City Council Minutes October 23, 2023

A topographic survey of W. Prospect Street right-of-way from Aplets Way intersection, west to the west end of the platted right of way. The services will be billed on a time and materials basis not to exceed \$20,500.

A topographic survey of S. Douglas Street right-of-way from Cottage Ave intersection, south to the south end of the platted right of way at Parkhill Street intersection. The services will be billed on a time and materials basis not to exceed \$30,800.

MOVED by Councilor Pratt and seconded by Councilor Pistoresi to approve the Task Authorization #5 with RH2 Engineering for surveying services not to exceed \$57,398. Motion carried with four voting in favor and Councilor Stephensen voting no.

PROGRESS REPORTS

W&C Project Manager Dorien McElroy stated that the Council has hard decisions to make regarding budget and services. She assured the Council that W&C is making every effort to keep expenses down. She reported that they have been testing backflow devices, overseeing Rudnick on the replacement of fire hydrants, getting ready to winterize the water meters, and replacing nine flang meters. Dorien reported they have completed the cleanup behind the fence at the treatment plant. The area had become a dumping ground, now it looks so nice. She presented a check to the council in the amount of \$1,917.00 from the scrap.

Mayor Fletcher reported on his Association of Washington Cities meeting, there were mayors from small cities across the state. They discussed issues such as law enforcement, mental health, housing, and changing the 1% increase limit on property tax levies.

The Mayor discussed Cashmere's urban growth expansion issues at a meeting where some of the people believe that growth should be upwards not outwards.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 7:15 p.m.

	James Fletcher, Mayor	
	Suries Frecency, Mayor	
Attest:		
,		
Kay Jones, Clerk-Treasurer		



CITY OF CASHMERE

Application Fee \$20.00

Special Event Permit Application

This form is to be completed by any person, business, sports league or non-profit group that wishes to use City of Cashmere right-of-way for an organized activity in conjunction with City of Cashmere, Cashmere Chamber or Cashmere School District events, festivals, parades, performances, City-observed holidays, etc. All uses must be approved by the Mayor or his designee.

Name of Organization	on, Individual, or E	Business Cashm	iere Cha	unher of Commerce
Contact name	oAnne Prus	a		ontact Phone <u>425-280-1391</u>
Mailing Address				
Email Jopru				
Date(s) of Event \overline{L}			rs 10:00 to	M:00 No. Attending 500 st
Event Location Do			1 0 m	vent Type Festival
Street Closure Requested? (Council approval required)			Yes	No Time: From 8 nn to 500 pm
Will electricity be rec	quired?		X Yes	No (\$20 additional fee)
Will liquor be served	? (Liquor Control Board	pre-approval required)	✓ Yes	No (State liquor permit & \$1 Million liquor liability
Will you need extra	Will you need extra refuse dumpsters or containers?			required) Non-Profits only per liquor laws No Contact Waste Management-662-4591
Will portable restroo	m facilities be requ	uired?		No Please contact local provider for rental
Will goods or service	s be offered for sa	ale on City property		No (Vendor permit required)
Will activity cause ur	nusual or loud nois	se?	☐ Yes	No (Noise permit required)
Please provide the le	ocation, dimensio	ns and plans for ar		structure to be erected or constructed
in connection with t	he event.			
not be less than \$1,000,0	for bodily injury and p 00 (One Million Dollar: shall include a provision	property damage in suc s), and shall have the C on prohibiting cancellati	h amounts as th lity of Cashmere	nout the duration of the use, comprehensive the Mayor deems necessary, which amounts shall named as an additional named insured on the process are except upon thirty (30) days' prior written
HOLD-HARMLESS AGR harmless the City of Cash may arise out of or in con	mere, its agents, emp	loyees and officials from	n any and all clai	s permit agrees to defend, indemnify and hold ims for bodily injury or property damage that
Signature of Donne	e Music			11-7-2023
Signature of Repres	sentative			Date
		CITY USE	ONLY	
State Liquor Permit:	Received	Not Required		Copies to: Link (pheffernan@linktransit.com)
Insurance Certificate:	Received	☐ Not Required		Sheriff's Department
City inspection of activit	y location:	☐ Not Required	Complete	<u> </u>
			-: n <u> </u>	
Approval Signature			Title	



DECEMBER 2ND

10:00 AM-4:00 PM

Road Closed 100 Block of Cottage

8:00 AM TO 5:00 PM



Staff Summary

Date: November 9, 2023

To: City Council

From: Jim Fletcher, Mayor

RE: 2024 Preliminary Budgets – Public Hearing

Preliminary budgets for fiscal year 2024 have been prepared to city policy for operating expenses to be less than available revenues. Expense budgets reflect allocations of funds for city services and do not reflect inflation impacts on actual costs for supplies and labor. Effects of inflation on budgets are reduced city services and reduced savings for future capital improvement projects.

To consider the future funds needed for capital projects a a six-year capital improvement plan is included in the budget packet. Six-year plans enable the city to plan and save funds, obtain grants or reschedule projects to fit available funding.

Staff Recommendation

Review and discuss changes to the preliminary budget.

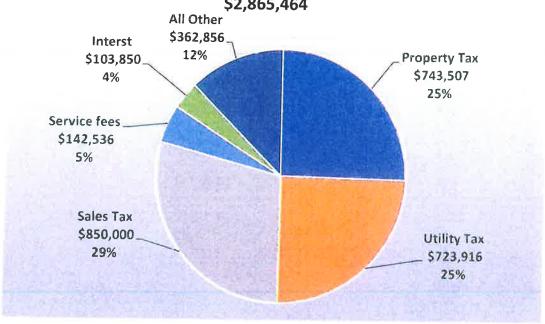
CITY OF CASHMERE



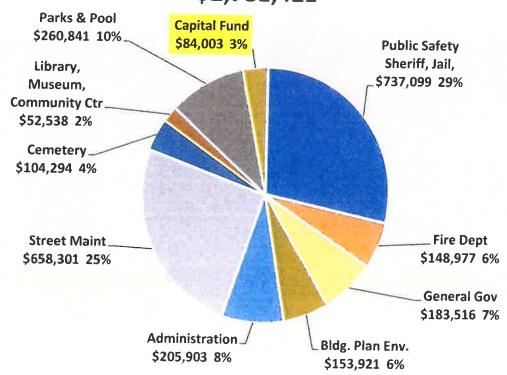
2024

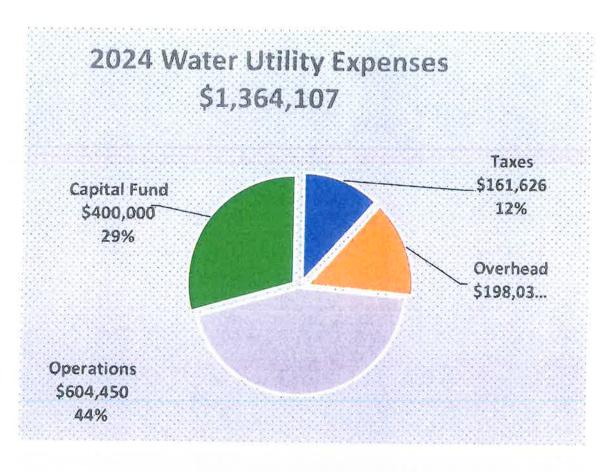
PRELIMINARY BUDGET

Sources of General Government Revenue \$2,865,464

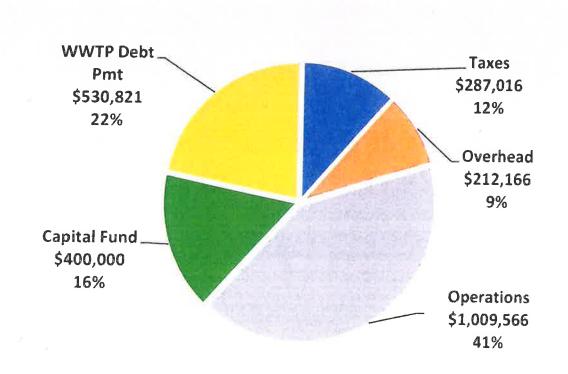


General Government Expenses \$2,781,421





Wastewater Treatment Expenses \$2,439,569



		2024		2025	2026	FOREC	2028	20	203
302 Beginning Balance Capital Improvement	Fund \$	4,815,53	1 9	3,989,281	\$ 3,364,2	91 6 3.000			Веу
Riverside Ctr HVAC		50,0		2,505,205	. 3 3,304,2	81 \$ 2,686,	.781 \$ 1,936,	781 \$ 1,2	211,781
Downtown Canopies LED lights (Grant?)		50,00							
Cemetery Expansion - Survey, irrigation, landscaping		100,00							
Playground Playground (2022 carry over)		50,00							
Riverside Park		65,00							1
S. Douglas Street Eng & Const		530,00							11
W. Prospect Eng / Const		40,00		200.000					1
Norman N. Douglas Street Eng / Const		56,25		200,000					
Cottage Ave Canopy lights		50,00			300,0	00			
Trails study		20,00							1
Trail Improvements									
Fire Truck		15.00	U						1
Old Library Bldg				525,000					1
Cottage Pavement				100,000					1
East Cashmere property site plan					400,0	00			- 1
Olive - sidewalks Eng. Const					50,00	00			- 1
Fisher					127,50	00 850,	000		1
W. Pleasant						50,	000 275,0	100	
						50,	000 250,0		- 1
Pioneer Pavement	-						400,0		- 1
otal General Government		1,026,250)	825,000	877,50	0 950,0			
Grants	-	Canopy lights		Fire Truck	0,7,50	330,0	925,0	00	
				THE TIUCK					
Funds Added to Capital Impvement Fund		200,000)	200,000	200,00	0 200,0	200,0	00 2	200,000
End Balance Capital Improvement Fu	und \$	3,989,281	\$	3,364,281	\$ 2,686,781	\$ 1,936,78	81 \$ 1,211,78	1 \$ 1,411	1.781
		2024							
1 Beginning Balance Water Capital Fu	und \$	3,361,154	\$	2025 2,167,698	\$ 1,877,698	2027	2028	2029	100000
SCADA		-,002,404	À	-, -07,036	\$ 1,877,698	\$ 1,767,69	98 \$ 1,867,69	8 \$ 1,75	7,698
Engineering S. Douglas W. Pleasant water		195,000							
Building Improvement		22,000							1
S. Douglas 8in Main		350,000							1
W, Prospect		300,000							1
PRV vault improvements		300,000							1
Plant Macenery & Equip		200,000							1
Distribution Machinery & Equipment		226,456							
Update GIS Maps		220,430							
Norman & Douglas 8 in Main				250,000	10,000		10,00	0	
Perry ST 8 in main									1
1000 PRZ				200,000					J.
Elberta & Maple 8 in main				150,000					
Elberta 8 in main Aplets to Woodring					300,000				1
Valley View 8 in main					200,000				E
Blues Star 8 in main						300,00	00		1
River St 12 in main							500,000	0	
1050PRZ								55	0,000
Pioneer Ave 12 in main									
New 1MG Reservoir									1,20
									5,000
West Cashmere Transmisssion									
Sulivan St to Tigner									1,000
				90,000					600
Update water system Plan									
Update water system РГал		1,593,456		690,000	510,000	300,000	510,000	550	0.000 7 900
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Staff Summary

Date:

November 11, 2023

To:

City Council

From:

Jim Fletcher, Mayor

RE:

Interlocal Agreement with Chelan-Douglas Transportation Council – Planning

Activities

Council previously approved allocating \$40,000 funds for Regional Pathways Master Plan. Multiple agencies contributions resulted in \$400,000 local funds to receive \$740,000 in federal funding to complete Master Plan for constructing multi-use transportation paths to connect the communities of Cashmere, Malaga, Rock Island and Leavenworth to each other and to the Apple Capital Loop Trail in the Wenatchee-East Wenatchee urban area and connecting the communities of Chelan and Manson.

Chelan-Douglas Transportation Council will coordinate the participating agencies and funding.

Interlocal agreement starts the process to develop the Master Pathways plan. Cashmere's share payable \$20,000 in 2023 and \$20,000 during 2024.

Staff Recommendation

Move to approve the Interlocal Agreement with Chelan-Douglas Transportation Council, authorizing the mayor to sign.

INTERLOCAL AGREEMENT

THIS AGREEMENT is made between **Chelan-Douglas Transportation Council (CDTC)** and **City of Cashmere** for the purpose of sharing costs to conduct Transportation Planning Activities.

RECITALS

- **A)** The Interlocal Cooperation Act, RCW 39.34, authorizes public agencies to enter into agreements with one another for cooperative action. CDTC and City of Cashmere, as Participating Entities, qualify as public agencies for purposes of RCW 39.34.
- **B)** CDTC and City of Cashmere desire to work together on the following described project for the benefit of the region. CDTC is serving as the lead agency to conduct transportation planning that will result in a Regional Pathways Master Plan for constructing multi-use transportation paths to connect the communities of Cashmere, Malaga, Rock Island and Leavenworth to each other and to the Apple Capital Loop Trail in the Wenatchee-East Wenatchee urban area and connecting the communities of Chelan and Manson.
- C) CDTC will administer all Agreements with the contracted Consultants.
- **D)** The total cost of the transportation planning activities is estimated to be not less than \$1,140,000.
- **E)** The total amount of funding to be contributed by City of Cashmere for the transportation planning activities as described in [B] above, shall be \$40,000.

<u>AGREEMENT</u>

In consideration of the terms that this Interlocal Agreement contains, CDTC and City of Cashmere agree as follows:

- 1) Term. This Agreement shall be deemed effective upon the stamp of a Notary Public and recording with the respective County Auditor and/or placed on one or both Participating Entity websites. It shall terminate upon completion of the transportation planning activities described in [B] above.
- **2) Administration of Agreement.** Jeff Wilkens, CDTC Executive Director, shall administer this Agreement. The designated representative of each Participating Entity shall be responsible for reporting to their respective governing body.
- **3) Purpose.** The purpose of this Agreement is to accomplish transportation planning activities that will result in a Regional Pathways Master Plan for constructing multi-use transportation paths to connect the communities of Cashmere, Malaga, Rock Island and Leavenworth to each other and to the Apple Capital Loop Trail in the Wenatchee-East Wenatchee urban area and connecting the communities of Chelan and Manson.

4) Payment. The funding contribution set forth above for City of Cashmere shall not be exceeded without the written authorization of City of Cashmere to supplement this Agreement. CDTC will invoice City of Cashmere in two equal increments: first during the month of January, 2024 and again during the month of January, 2025. City of Cashmere agrees to pay its established share within 30 days of invoice. Payment(s) not made within 30 days of invoice shall accrue interest at the rate of 12% per annum.

City of Cashmere agrees to share in the total cost, in the following amounts, to be invoiced on the following dates: <u>January 2024</u>: \$20,000 and <u>January 2025</u>: \$20,000.

- **5) Authority.** Each person signing this Agreement has the full authority to execute this Agreement and to bind the party on behalf of which they signed.
- **6) Applicable Law.** The law of the State of Washington shall govern this Agreement and all questions relating to it.
- **7) Venue.** Venue of any action arising out of this Agreement shall be exclusively in a court of competent jurisdiction in Chelan County, Washington.
- **8)** Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same document. Signature pages may be compiled into one document for purposes of efficient recording of the Agreement.
- **9)** Entire Agreement. This Agreement constitutes the entire agreement between CDTC and City of Cashmere relating to the transportation planning activities. Any modification of the Agreement or additional obligation assumed by CDTC or City of Cashmere in connection with the Agreement shall be binding only if evidenced in writing and signed by both CDTC and City of Cashmere.

Jeff WilkensDateJim FletcherDateExecutive DirectorMayorChelan-Douglas Transportation CouncilCity of Cashmere, Washington

Staff Summary

Date:

10/19/2023

To:

City Council

From:

Steve Croci

RE:

Chelan County ILA – Goodwin Road/Sunset Highway Illumination

This Inter-local Agreement (ILA) with Chelan County is for the illumination system of the Goodwin Road/Sunset Highway project. The illumination system is located within both the county road right of way and the city limits, and powered by a single electrical service and billed from a single meter. The County does not have sufficient staff or equipment to perform maintenance on those individual luminaires within the County right of way. The city has the resources for and will be maintaining the luminaires within the city limits. The ILA is established to maintain the illumination system efficiently and consistently, and streamline billing to ensure that each jurisdiction pays their share.

Staff Recommendation:

MOVE to approve the Inter-local Agreement with Chelan County for Goodwin/Sunset Highway illumination and authorize the Mayor to sign documents.

Return Address:

Jamie Parkins Chelan County Public Works 316 Washington Street, Suite 402 Wenatchee, WA 98801

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of the warranty contained in the document itself.

Document Title:	INTERLOCAL AGREEMENT
Grantor (s):	Chelan County, a Washington municipal corporation; City of
	Cashmere, a Washington municipal corporation
Grantee(s):	Chelan County, a Washington municipal corporation; City of
	Cashmere, a Washington municipal corporation
Legal Description:	N/A
Assessor's Tax Parcel ID:	N/A
Filed with the Auditor pursua	ant to RCW 39.34.040

INTERLOCAL AGREEMENT BETWEEN CHELAN COUNTY AND CITY OF CASHMERE FOR MAINTENANCE, OPERATION AND UTILITY PAYMENTS FOR THE GOODWIN ROAD/SUNSET HIGHWAY ILLUMINATION SYSTEMS

This Agreement is made and entered into under the authority of chapter 39.34 RCW by and between Chelan County, a municipal corporation of Washington State ("County") and the City of Cashmere, a municipal corporation of Washington State ("City") collectively referred to herein as "Parties" or individually as a "Party".

WHEREAS, chapter 39.34 RCW provides for the formation of interlocal agreements that enable local governments to effectively cooperate with each other to the benefit of local communities.

WHEREAS, the Parties have the authority to construct, maintain and repair their transportation facilities, including lighting within their respective jurisdictions.

WHEREAS, the Parties have cooperated on the Goodwin Road/Sunset Road improvement project (CRP# 726).

WHEREAS, a component of CRP# 726 is the installation of an illumination system located within both the county road right of way and the city limits.

WHEREAS, the illumination system is powered by a single electrical service and billed off of a single meter.

WHEREAS, the County does not have sufficient staff or equipment to perform maintenance on those individual luminaires within the County right of way.

WHEREAS, the City has the resources for and will be maintaining the luminaires within the City limits.

WHEREAS, it would be to the mutual benefit of the Parties to maintain the illumination system efficiently and consistently.

WHEREAS, it would be to the mutual benefit of the Parties to establish streamlined billing for the single meter illumination system, while ensuring that each jurisdiction pays their share.

WHEREAS, the County has requested and the City has agreed to perform certain work described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and benefits, the Parties agree as follows:

- 1. **RECITALS:** The Recitals above are incorporated and made part of this Agreement.
- **2. PURPOSE:** The purpose of this Agreement is to establish the Parties' respective responsibilities and obligations for the operation and maintenance of a joint illumination system and provide a process for the payment of the electrical service connection fee and electrical bills for the system which operates off a single meter until such time as the area is annexed into the City.
- **PREREQUISITE ACTS:** The Parties have each acted through their appropriate governing bodies, and by ordinance, resolution, or otherwise, have approved the execution of this Agreement prior to it taking force and effect. This Agreement shall be recorded with the Chelan County Auditor, pursuant to RCW 39.34.040.
- **EXHIBIT:** The illumination system subject to this Agreement is diagramed in **EXHIBIT A**, which is attached and by reference made part of this Agreement. **EXHIBIT A** reflects the City/County boundary at the time this Agreement is executed. The Parties agree that future boundary changes may occur and the Parties may or may not, at their mutual discretion, amend Exhibit A of this Agreement for each boundary change. The Parties intend for this Agreement to apply to those luminaire components within the County at the time of the work performed, or electrical service billing, which at that time, may vary from **EXHIBIT A** attached hereto.
- **5. TERM:** This Agreement shall become effective when approved and properly executed by both Parties' governing bodies and shall continue until the illumination system is annexed by the City, unless terminated in writing by either Party, consistent with the termination provisions of this Agreement. This Agreement does not govern any future cooperation between the City and County following termination or expiration, regardless of the similarity of cooperative services or similarity of serviced location.

6. ADMINISTRATION:

- a. It is not the intention of the Parties that a separate legal entity be established to conduct the cooperative undertakings of this Agreement.
- b. The following representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement.

In the event such representatives are changed, the party making the change shall notify the other party.

- i. The County's representative shall be the County Engineer or their authorized designee.
- ii. The City's representative shall be the City Director of Operations or their authorized designee.
- c. Each Party shall be solely responsible for their costs arising from the Party's administration of this Agreement. All funding incidental to the fulfillment of this Agreement shall be borne by each Party as necessary to fulfill the terms. No special budgets or funds are anticipated, nor shall they be created incidental to this Agreement.

7. PROPERTY:

- a. The Parties are not acquiring jointly-owned or real property under this Agreement. All property and materials secured by each Party in the performance of this Agreement shall remain the sole property of that Party.
- b. All personal property, equipment or materials purchased by the County in furtherance of this Agreement shall remain the property of the County until the real property adjacent to the County right of way where the illumination facilities purchased by the County is annexed into the City at which time any such illumination facilities shall be transferred by the County to the City at no cost to the City and all property purchased by the City shall remain the property of the City.

8. CITY RESPONSIBILITIES:

- a. The City agrees to perform, at County expense, certain maintenance and operation activities upon the County-owned elements of the illumination system as identified in **EXHIBIT A.**
- b. The City agrees to be responsible for submitting to Chelan County Public Utility District ("PUD") payments as billed by PUD for the electrical service for the joint illumination system monthly, or as demanded by the PUD.
- c. The City agrees to submit an invoice to the County for the County's proportionate share of the electrical costs paid to the PUD by the City and any out of pocket maintenance costs incurred by the City for work performed on the County illumination facilities components. Invoices will be provided to the County by the City on a regular schedule mutually agreeable to the Parties, but no more than semiannual and no less than annually.

9. COUNTY RESPONSIBILITIES:

a. The County agrees to pay its proportionate share of the electrical service connection fee, electrical bills and any maintenance costs incurred by the City, as invoiced, promptly upon receipt of the City invoices, but not later than sixty (60) days.

- b. The County shall permit the City to construct, operate, maintain, repair, replace, inspect, monitor, and manage the illumination facilities system within the County right-of-way without prior notice to the County and without requiring the City to obtain additional authorization for the work outlined by this Agreement.
- 10. MUTUAL COOPERATION: The Parties will meet as necessary to coordinate system changes and address maintenance and operations issues for the illumination system. The Parties will coordinate review of any proposed modifications of the system prior to implementation, unless extraordinary circumstances require the City to modify the system without reasonable time to coordinate. In the event that a condition exists resulting from storm damage, third party damage, or other extraordinary reasons, the City may remove any obvious and immediate traffic hazards before notifying the County.
- **11. OWNERSHIP:** The County shall retain ownership of the County illumination facilities components until portions are transferred to the City at no cost as a result of city annexations.
- **12. AMENDMENT:** The County and the City may amend this Agreement upon the mutual written approval from each of the governing bodies.
- 13. PARTIES, ASSIGNMENT, & INTEGRATION: There are no additional parties intended to be benefited under this Agreement. The Parties shall not assign this Agreement or any interest, obligation or duty herein without the express written consent of the other Party. There are no other agreements or representation, written or oral, concerning the subject matter of this Agreement.
- 14. CHOICE OF LAW & VENUE: This Agreement shall be governed for all purposes by the laws of the State of Washington. The venue for any action at law, suit in equity or other judicial proceeding arising from this Agreement shall be Chelan County Superior Court, except as set forth in Section 20 DISPUTE RESOLUTION.
- or other interruption of service or failure in performance under this Agreement or other interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, bomb threats, computer virus, epidemic, power outage, acts of war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery, or supplies, vandalism, strikes or other work interruptions by the employees of either Party, or any other cause beyond the reasonable control of the Party affected thereby. However, each Party shall utilize its best good faith efforts to perform under this Agreement in the event of any such occurrence or circumstance.
- **16. ENFORCEABILITY**: This Agreement will be enforced to the fullest extent permitted by applicable law. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or other governmental authority of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other terms or provisions of this Agreement, which shall remain in full force and affect.

17. INDEMNIFY & HOLD HARMLESS:

- a. The City will protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all claims, judgments, or awards of damages arising out of or in any way resulting from the City's performance or omission of work within the County right of way, the City's maintenance and operation, or failure to maintain and operate, the joint illumination system facilities in a reasonable manner.
- b. The County makes no representations, implied or express warranties, or guarantees as to the suitability, security or safety of the County's right of way.
- c. The City and County have specifically negotiated this Section 17, to the extent it may apply.
- **18. EMPLOYEE STATUS:** Any services provided by the Parties, or work performed subject to this Agreement are those of an independent contractor. Employees of the County are and will remain employees of the County. City employees are and will remain City employees.
- 19. TERMINATION CLAUSE: Either Party may terminate this Agreement by giving the other Party at least thirty (30) days' advance written notice. This Agreement may also be terminated at any time by mutual agreement, in writing, between the Parties. If this Agreement is terminated, the Parties shall be liable for that portion of performance having occurred prior to the effective date of termination. Termination of this Agreement does not release the City from any liability or obligation to indemnify and hold harmless the County as prescribed in Section 17 above.
- **20. DISPUTE RESOLUTION:** In the even that a dispute arises under this Agreement which cannot be resolved through negotiation, the dispute shall be resolved by the termination of this Agreement pursuant to Section 19 above. All sums owed by the County to the City through the date of termination shall be paid by the County to the City notwithstanding this provision and the City may initiate a legal action to collect any such sums not timely paid by the County to the City.

SIGNATURE PAGE 1 OF 2	
Approved by the City Council of the City	•
	CITY OF CASHMERE
ATTEST:	Jim Fletcher, Mayor
Kay Jones, City Clerk-Treasurer SIGNATURE PAGE 2 OF 2	

Approved by Chelan County the	day of	, 2023.
	BOAR	D OF COUNTY COMMISSIONERS FOR CHELAN COUNTY
	TIFFANY GI	ERING, Chair
	KEVIN OVE	RBAY, Commissioner
ATTEST: ANABEL TORRES	SHON SMIT	TH, Commissioner
Clerk of the Board		

Exhibit A

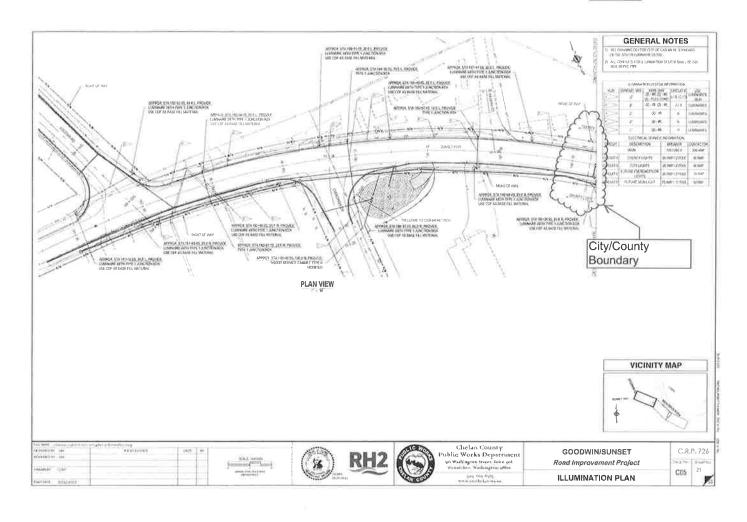


Exhibit A

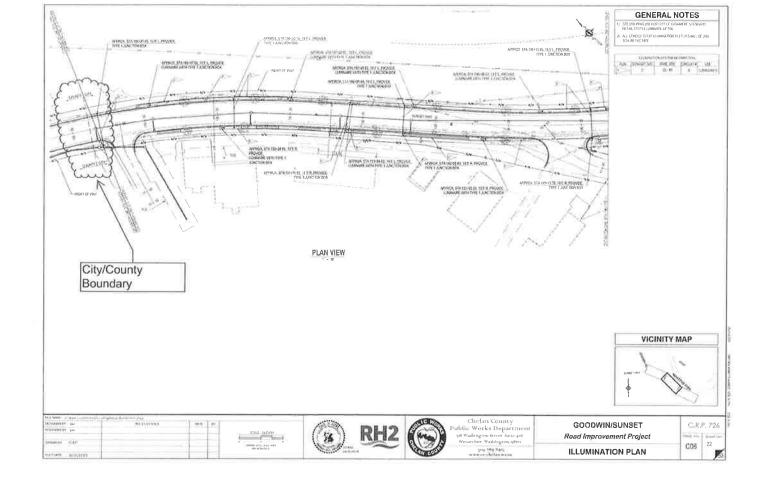
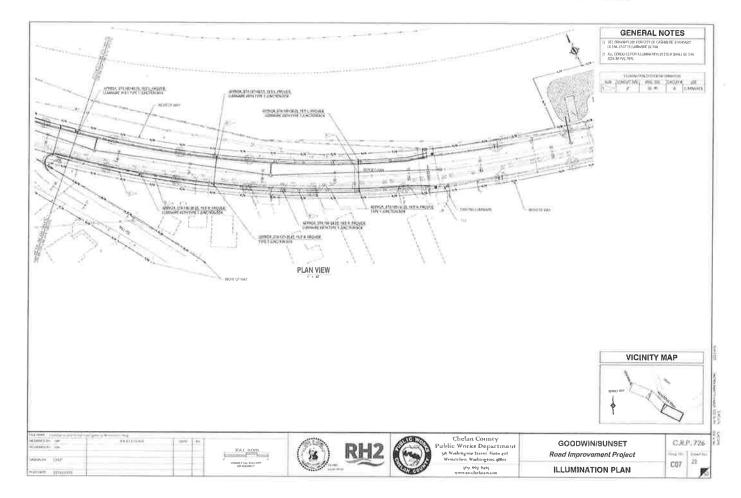
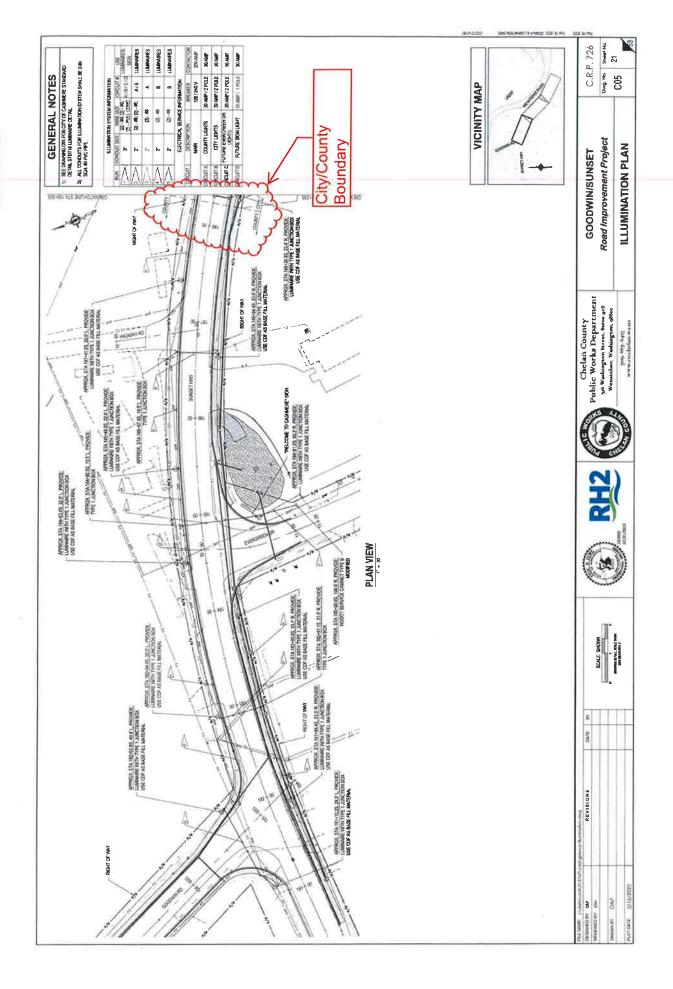
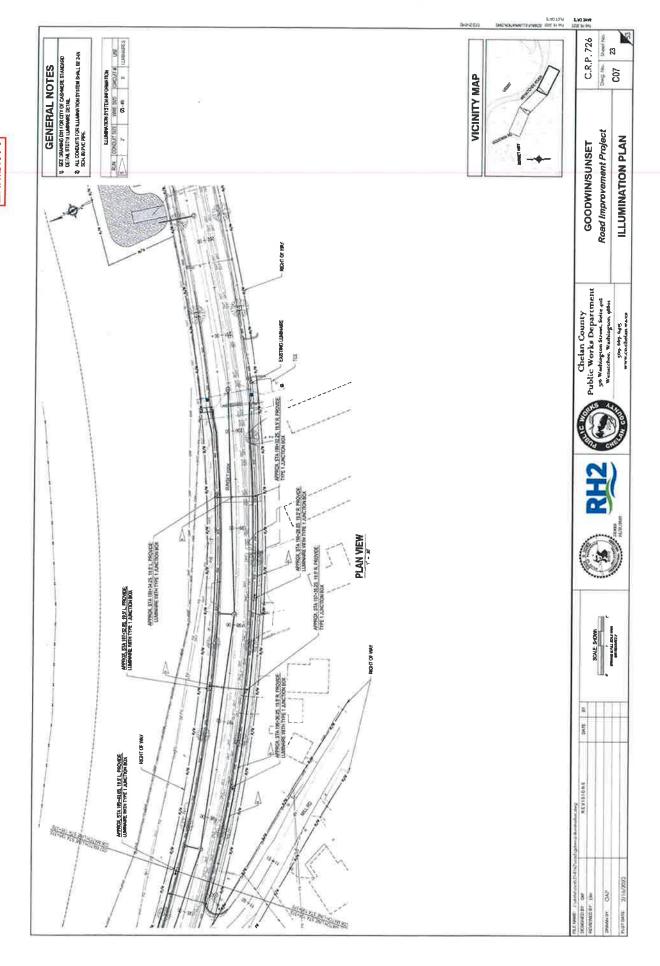


Exhibit A









Staff Summary

Date:

11/8/2023

To:

City Council

From:

Steve Croci, Director of Operations

RE:

Pace Engineering Additional Services Agreement #1 for 1050 Zone

Improvement Project

Additional engineering work was needed for the 1050 Zone PRV upgrade as site conditions were not as expected on South Division Street. The pipe location and size were not as expected. Additional engineering services were also needed to address a challenge to the bid process. The additional engineering service amounts to \$10,997.

Staff Recommendation:

MOVE to approve Pace Engineering Additional Services Agreement #1 for 1050 Zone Improvement Project and authorize the mayor to sign documents.



ADDITIONAL SERVICES AGREEMENT #1

TO:

Steve Croci

Project Name:

1050 Zone Improvements

City of Cashmere 101 Woodring Street

Cashmere, Washington 98815

PROJECT NO.:

20451

FROM:

Jason Walker

DATE:

October 20, 2023

SUBJECT: ASA #1

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

I. SCOPE OF SERVICES

The 1050 Zone Improvement Project is now complete with the exception of the letter of completion and paying the contractor. The project originally called for installing 200 LF of waterline. However, when construction started it was determined that the 4" line extended farther north than City Staff previously thought. Since a hydrant could not be installed from a 4" line, it became necessary to extend the proposed 6" waterline project to the north. Over the course of May, Jason Walker, from our office, met with Steve Croci, Jason Williams, and representatives from Hurst Construction on site to determine a path forward. Jason did site visits on:

May 5, 9 and 10. Each of these site visits took approximately 2 hours accounting for travel.

Upon final determination with site visit potholing and direction from City Staff it was decided to extend the proposed 6" waterline another 300 LF north to the intersection with Newberry Street. In order for PACE to advise on extending the waterline, survey needed to review records to determine right-of-way limits. This area was not included as part of our original scope of services as the design terminated prior to that point. Survey needed to evaluate the right-of-way to the North.

Jason continued to coordinate with Steve over several phone calls on May 1-4, 8-12, 15, 23, and June 1 and 7. These calls were to coordinate how and where the tie-ins should be made as well as assisting with guidance on new services that would need to be replaced in conjunction with the additional 300 LF of waterline being replaced. Once the contractor started excavating, they encountered saturated soil requiring imported material.

When the bids were opened there was a challenge to the bids that resulted in several phone calls and emails with City Staff and legal counsel to determine the best path forward. This resulted in 24 hours of additional time not scoped in our original agreement.

October 20, 2023 101 Woodring Street City of Cashmere Additional Services Agreement Page 2 of 2

Recently as Hurst has been submitting the pay request the City has requested assistance in reviewing costs and change orders. PACE is allowing another 12 hours for this time.

II. FEE

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

A fixed fee of \$5,525, for 30 additional hours to coordinate the line extension, right-of-way, change order for imported material.

A fixed fee of \$3,228 for 21 additional hours to discuss with City Staff and legal counsel.

A time and expense estimate of \$2,244 to review pay request with City and contractor.

Based on these additional expenditures noted above we request an additional \$10,997 to cover the additional costs associated with construction support during the project.

All services provided within the scope of this ASA will be performed as per the terms and conditions approved under the above-mentioned base contract for the project, unless stated in the scope within this document. 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.

	I accept the above-described Scope of Services, and the attached PACE Terms and Conditions and Fee Structure.
Jam Cebber	
Authorized PACE Representative Signature	Authorized Client Representative Signature
Pamela-Rae Cobley, ENV SP	
Printed Name	Printed Name
Principal Planner	
Title	Title
October 20, 2023	
Date	Date

Staff Summary

Date:

11/8/2023

To:

City Council

From:

Steve Croci, Director of Operations

RE:

SCADA Improvements - Change Order 1

Employees from the city, Woodard and Curran, RH2 (engineer) and Farmers Electric (contractor) met onsite to review the scope of work for the SCADA Improvement Project. Several additional items were identified to address changes in operations and maintenance after the original project scope was determined, and to address identified safety issues. The additional amount is \$31,961.50 including Washington State Sale Tax.

Staff Recommendation:

 \mbox{MOVE} to approve Change Order #1 for the SCADA Improvements Project and authorize the mayor to sign documents.



Change Order (CO) No. 01



Owner:

City of Cashmere

Project:

City SCADA Improvements

Project No:

20-0096

Engineer: Contractor: RH2 Engineering, Inc. Farmers Electric II, LLC

You are directed to make the following changes in the contract documents.

Description: Due to equipment maintenance and operational changes made after the projects original scope was determined, the City of Cashmere (City) has requested several modifications be made. The requested changes are as follows:

- City Hall Woodard and Curran operations personnel does not have access to City Hall offices
 after hours. Modify design to relocate chlorine monitoring equipment to the garage area. Add
 radio equipment to avoid using City's business networks.
- Water Treatment Plant Woodard and Curran requests additional pressure monitoring equipment for Treatment Plant Ponds.
- Sherman Reservoir Woodard and Curran personnel has determined that the Sherman Reservoir Booster Pump's motor starter needs replacement. It has been identified that a soft starter is required to reduce water hammer.
- Kennedy Reservoir Woodard and Curran personnel has requested the status of the Vista Heights Booster Pump Station be added to the Kennedy Reservoir telemetry panel.
- Well No. 4 Woodard and Curran personnel has observed that the heaters in the pump room and chlorine room can no longer operate simultaneously. The existing electrical panel will trip and shut off the heaters. To fix the issue, the electrical panel needs replaced and additional upgrades installed to the ancillary electrical system.

Farmers Electric II (Contractor) was told of the requested changes and toured each of the sites. Contractor determined the equipment needed and prepared a proposal. The proposal is attached and is titled Cashmere SCADA Change Orders.

Document(s) Support Changes: Cashmere SCADA change orders.pdf

11/9/2023

Bid Items: 6, 7, 8, 10, and 11

Date of Issuance:

- Bid Item 6 Water Treatment Plant Improvements \$6,371.00 without WSST tax
- Bid Item 7 City Hall Improvements \$5,340.00 without WSST tax
- Bid Item 8 Well No. 4 Improvements \$4,405.00 without WSST tax
- Bid Item 10 Sherman Reservoir Improvements \$11,931.00 without WSST tax
- Bid Item 11 Kennedy Reservoir Improvements \$1,465.00 without WSST tax

Original Contract Price:		Original Contract Time:					
\$525,328.64		May 1, 2024					
Previously Approved Change Order(s): N/A		Net Change Approved from Previous Change Orders: N/A					
Total Price of Previous Change	Orders:	Contract Time including Previous Change Orders:					
N/A		N/A					
Total Price of Change Order(s) Approved this Form: \$31,961.50 including Washington State Sale Tax Contract Price with all Approved Change Orders: \$557,290.14		Net Increase (Decrease) of This Change Order: \$31,961.50 including Washington State Sale Tax Contract Time with all Approved Change Orders May 1, 2024					
					RECOMMENDED:	APPROVED:	APPROVED:
					By Ryan Mills	Ву	Ву

Contractor

Owner



509-488-2822 FAX 509-488-3229 PROPOSAL

CONTRACTOR # FARMEE1910R8

PROPOSAL SUBMITTED TO: City of Cashmere

CONTACT: Steve Croci PHONE: 509-782-3513 CELL: 509-433-2072

EMAIL: steve@cityofcashmere.org

DATE: 11/7/2023

ADDRESS 101 Woodring St. Cashmere, WA 98815

PROPOSAL# 2023-11-468

JOB NAME City SCADA Change orders

JOB ADDRESS 2 River front Dr. Cashmere, WA 98815

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Supply labor, materials for the following Change orders requested:

1. City Hall

Relocate chlorine analyzer to garage.

Add 120v receptacle off of existing circuit next to sink in garage place in old shower room area. Install conduit, cable, radio mast, and radio to top of building.

Total: \$5,340.00 (plus sales tax)

2. Water treatment plant

Add (2) pressure transmitters with the block and bleed manifolds Total: \$6,371.00 (plus sales tax)

3. Sherman Reservoir

Install 60 HP ABB soft starter panel

Total: \$11,931.00 (plus sales tax)

4. Kennedy Reservoir

Bring over Vista Heights booster pump status to telemetry panel/ update drawings

Total: \$1,465.00 (plus sales tax)

5. Well 4

Replace contactor in pump panel, upgrade electrical panel, and Install proper feeder tap enclosure as per NEC.

Total: \$4,405.00 (plus sales tax)

NOTES:

ELECTRICAL PERMITS INCLUDED IN THIS PROPOSAL SALES TAX EXCLUDED FROM THIS PROPOSAL PREVAILING WAGES, INTENTS, AND AFFIDAVITS INCLUDED IN THIS PROPOSAL

PROPOSAL We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of; AS PER ABOVE DOLLARS Payment to be made as follows: **NET 30 DAYS** All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements contingent upon strikes. accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Authorized Signature_ Caleb Booth Quote good for 10 days. Due to increase with commodity pricing. 509-989-1156 ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Signature: