



CASHMERE CITY COUNCIL MEETING
MONDAY, JULY 8, 2024, 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 June 24, 2024, Regular Council Meeting
2. Payroll and Claims Packet Dated July 8, 2024

BUSINESS ITEMS

1. Agreement with Blades Code Services for building department duties and inspection services
2. Selection of contractor for the 2024 Asphalt Overlay Project
3. Surplus of items at Riverside Center and the recycling trailer
4. Approval to have the library building at 300 Woodring Street appraised

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 JUNE 24, 2024, 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 Pistoresi - zoom Jayne Stephenson Jeff Johnson	
Staff:	Kay Jones, Clerk-Treasurer Steve Croci, Director of Operations	

EXCUSED ABSENCES

MOVED by Councilor Stephenson and seconded by Councilor Perry to excuse the absence of Councilor Carlson due to a work commitment. Motion carried 4-0.

ANNOUNCEMENTS

Fire Chief Blake Larson announced a Certificate for Unusual Heroism will be given to a member of the community "for averting serious injury and life-saving effort with risk to self". This was a response to a recent call the department had received.

Director Croci announced that the city is looking for 16-year-old students interested in an internship.

PUBLIC COMMENT

Karl Allen Specht addressed the council regarding the arborvitae shrubs between the Center and Riverside Park. They are a safety hazard and need to be trimmed annually because you can't see around them.

Director Croci informed him that the shrubs were going to be removed.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of June 10, 2024, Regular Council Meeting
Payroll and Claims Packet Dated June 24, 2024

Claims Direct Pay and Check #43497 through #43528 totaling \$124,241.99
Manual Check #43496 not needing prior approval

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

PUBLIC HEARING ON MASTER CABLE FRANCHISE AGREEMENT

Mayor Fletcher opened the Public Hearing at 6:05 PM to receive comments on the Master Cable Franchise Agreement. No comments were received so the hearing was closed at 6:04 PM.

FIRE CHIEF BLAKE LARSON - FIRE DEPARTMENT UPDATE

Fire Chief Larson provided the Council with a status report of operations. The department recently acquired a brush truck from WA Department of Natural Resources and are working on rebuilding a water tender. The demand for the department is growing. According to Larson, about 400 calls were received in 2004, compared to about 700 in 2023. Placing an increased demand on the volunteers, which can result in nobody being available when some calls are received. He said that the Department has about 30 volunteers and about 25 are EMTs.

INTERLOCAL AGREEMENT WITH CHELAN COUNTY FOR FIRE INVESTIGATION

The proposed agreement is for investigating fire, explosions and the release of hazardous materials. The Volunteer Fire Department does not have anyone certified in this area.

MOVED by Councilor Johnson and seconded by Councilor Perry to approve the Interlocal Agreement with the County for investigation services. Motion carried 4-0.

TREE COMMITTEE DISCUSSION

Steve Crossland and Joanne Carr, members of the City of Cashmere's Tree Committee, addressed the Council and recommended that only 5 or 6 Norway spruce trees that pose a threat to the PUD substation be removed. Their suggestions were in response to city's plans to cut down all the spruce trees along Evergreen Drive. Crossland and Carr explained that they had examined the trees with the PUD's arborist who assessed that only 5-6 posed a direct threat to PUD infrastructure.

Mayor Jim Fletcher explained that the PUD had initially expressed concern that many of the trees posed a threat to the substation. Fletcher said that he was concerned about the city's liability. He added that there are plans to redo Evergreen Street although the exact layout has not yet been engineered. Crossland requested that the Tree Committee be a part of the planning process. He recommended that the trees should not be cut down without a plan to replace them and he asked that the inclusion of trees be a critical part of the city's planning, since trees are an important part of the city's legacy. Council members suggested having a workshop to investigate the matter further.

RECREATIONAL VEHICLE PARKING DISCUSSION

In response to a citizen's complaint and suggestion at a previous meeting, the Council began reviewing the code regulating the parking of RV's, boats and trailers, on city streets and in private driveways.

Director of Operations, Steve Croci, suggested that if someone has a RV on the street it encourages others to do the same. He explained that the current city code restricts vehicles from being unattended on city lots and streets for more than 24 hours. Typically, the city informs citizens when complaints are received. Croci told the Council that most people comply once they have been informed of a code violation. Some people want the city to enforce the code and others do not, Croci said.

Council member Jeff Johnson said he understands that storing RV's on streets is a safety issue, but he questioned why the city would restrict someone from parking an RV in their own driveway.

Council member, Shela Pistoresi, said she is leery about telling people what they can do on their own property and argued that the city is not an HOA. Pistoresi told the other Council members that she is not opposed to people leaving their RV or boat on the street, if it is not a safety issue.

Council member, Jayne Stephenson, expressed her view that the code is outdated, and revealed that she is currently out of compliance since her boat is on the street. But, according to Stephenson, as a law-abiding citizen she is working to get the boat off the street. She further explained that although the city may not actually issue a ticket, she felt singled out when one person complaining resulted in the sheriff coming to her house.

The mayor asked Council members to review the current code and other local city's codes and make edits. He added that changing the code would be a multiple step process and the Council's edits would be used to start the process. Croci recommended that council members think about what direction they want to go with the code and enforcement.

PROGRESS REPORTS

Finishing up the new Play Center at Riverfront Park

Updating and improving Ardeta Parkis being installed

W&C down two employees and are working on filling both positions

Well #4 Rehabilitation

Requesting more funds for the generator

City-wide paving will start after July 4th

The leak on the corner of Emerald and Orchid will be started after the playground

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 7:31 PM

James Fletcher, Mayor

Attest:

Kay Jones, Clerk-Treasurer

BLADES Code Services, Llc

509-237-3932 bladescodeservices@gmail.com 2962 Rd. 14.1 NW, Ephrata, WA 98823

On this day _____ an agreement is made between BLADES Code Services, Llc (BLADES) and the City of Cashmere, WA for the purpose of mutual agreement for service between the two parties for the building department duties.

Services:

BLADES agrees to perform services as requested by the City of Cashmere. Such services are to include support for the City of Cashmere by performing Construction Plan Reviews for Code Compliance with the International Building Codes, and Washington State Energy Code. Inspections of the Construction project for compliance with the current editions of the International Building Codes, and WSEC.

FEES:

BLADES FEE TABLE	
Plan Review Fee (Residential)	65% of total plan review fee (Single Review/Comments)
Plan Review Fee (Commercial)	65% of total plan review fee
Building Inspection Fee	80% of Building Permit Fee
Reinspection Fee	\$100 per reinspection
After hours and weekend inspections	\$125 per hour-2 hour minimum charge
Plan Alteration Fee	\$100 per hour
On-Call Fee	\$100 per hour
Expedited Plan Review Fee	80% of Building Permit Fee
Travel Time	\$100 per hour

Reinspection Fee: A reinspection will be required when work said to have been completed has not been completed at the time the inspection is called in. In the case of a reinspection, a date, reason for reinspection, and conditions for correction must be included in written form to the responsible party. Reinspection may also be billed directly to the applicant.

Plan Alteration Fee: Fees for changes to approved plans.

Once a set of construction plans is deemed to be complete, and accepted by the applicant, any changes made shall be done as an approved plan submittal change, and shall be billed at a hourly fee of \$100/hour.

On-Call Fee: On-Call services will be performed at a rate of \$100/hour. In the case of inspections being performed in which a permit fee has not been paid, the On-Call fee will include travel time from office.

Inspections Performed:

- Setback Inspections (Distances as indicated on site plan)
- Footings
- Rebar (Steel)
- Foundations
- Post holes
- Underground Plumbing
- Under-slab insulation
- Underfloor Framing/concrete slab
- Shearwall
- Rough Plumbing
- Rough Mechanical
- Rough Framing
- Insulation
- Washington State Energy Code Compliance
- Fire Separation/Fire-Resistant Framing and Penetrations
- Drywall
- Final Plumbing
- Final Mechanical
- Building Final

Invoice and Payments: All payments will be do within 30 days of the invoice date which is the last day of each month. All services rendered within that month period will be invoiced on the last day of the month, and payment to be received by the last day of the following month.

Agreement Duration: This agreement shall commence on January 12, 2024, The contract may be terminated at any time by either party on 30 days written notice delivered to the other as allowed under the section below titled "Notices".

Insurance: BLADES will provide insurance in accordance with the certificate of insurance attached herein as exhibit "A" and incorporated heron as if fully set forth: This policy will name the Municipality as additional insured. The certificate of insurance cancellation clause shall be amended as follows: Should any of the above described policies be cancelled, changed, or reduced in coverage before the expiration date, the issue company will mail 30 day written notice through certified mail, to the City of Cashmere.

Independent Contractor: BLADES is an independent contractor and neither BLADES nor any of its employees or subcontractors will be considered as employees of the City of Cashmere.

Agreement Termination: For any reason that the contract is to be terminated, BLADES will continue to provide services to the date of termination and shall issue an invoice for services rendered to that point, and the City of Cashmere shall pay for such services rendered.

Hold Harmless and Indemnification: BLADES shall indemnify and hold the City of Cashmere and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loss, damages, or costs, of whatsoever kind or nature, brought against the Municipality arising out of, or in connection with, or costs of whatsoever kind or nature, brought against the City of Cashmere arising out of, or in connection with, or incident to, the execution of this agreement and/or BLADES performance or failure to perform any aspect of this agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City of Cashmere, its agents, employees, and/or officers, this indemnity provisions shall be valid and enforceable only to the extent of the negligence of BLADES, its employees or subcontractors; and provided further, that nothing herein shall require BLADES to hold harmless or the negligence of BLADES/ and provided further, that nothing herein shall require BLADES to hold harmless or defend the City of Cashmere, its agents, employees, and/or officers for damages or loss caused by the City of Cashmere's sole negligence. BLADES expressly agrees that the indemnification of the City of Cashmere includes any claims arising under title 51 R.C.W., for the purposes of this Agreement. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

Dispute Resolution: Any claim, dispute or other matter in question between Municipality and BLADES arising out of or in any way related to this Agreement may be resolved in a manner mutually agreed to by both Municipality and BLADES. In the absence of such a mutual agreement on the manner of resolution, the matter shall be resolved through litigation with venue in Grant County, Washington. There parties hereto agree to engage in mediation as a condition precedent to the commencement of any other dispute resolution process, including litigation. The parties further agree to openly and cooperatively exchange information with one another in preparation of any mediation session.

In the event the parties agree to arbitrate any issue, the American Arbitration Rules for Construction Disputes shall apply, whether or not the parties utilize the services of the American Arbitration Association.

Notices: Any notice to be given to the City of Cashmere shall be delivered personally to the City Clerk during regular business hours, mailed to the City Clerk by first class mail, or emailed to the City Clerk. The address and email address for the City Clerk are:

City Clerk
City of Cashmere
101 Woodring St
Cashmere, WA 98815
kay@cityofcashmere.gov

Any notice to be given to BLADES shall be given by mailing to BLADES by first class mail or emailed to BLADES. The address and email address for BLADES are;

Blades Code Services, Llc
2962 Rd 14.1 NW
Ephrata, WA 98823
Bladescodeservices@gmail.com

Nondiscrimination: Each party agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation,

or belief, sexual orientation as defined in RCW 49.60.040, or the presence of any sensory, mental or physical handicap in violation of any applicable federal or state law or regulation and each party agrees to be an Equal Opportunity Employer.

Governing Law; This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and all services to be provided will be provided in accordance with applicable federal state and local law.

City of Cashmere, WA: _____
signature

Name: _____

Date: _____

BLADES Code Services, Llc: _____
signature

Name: _____

Date: _____

Staff Summary

Date: July 3, 2024
To: City Council
From: Steve Croci, Director of Operations
RE: 2024 Asphalt Overlay

The City requested MRSC Small Works Roster bids for the 2024 Asphalt Overlay Project to pave East Prospect Street. The city received five bids. Quality Paving was the lowest bidder at \$17,334.00.

Total Bid Amount	Business Name
\$25,110.86	Central Paving
\$49,256.96	Granite Construction Company
\$34,436.00	J.M. Pacific
\$17,334.00	Quality Paving
\$39,457.60	Valley Paving

Staff Recommendation:
MOVE to approve Quality Paving to overlay East Prospect Street with asphalt and authorize the mayor to sign documents.
