



City of Cashmere

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CASHMERE CITY COUNCIL MEETING
MONDAY, MAY 12, 2014 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

- April Financial Reports are on the website
- Required Training for Elected Officials
- Committee to review the 2013 Annual Report
- Next Council Meeting is Tuesday, May 27th due to the holiday

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of April 28, 2014 Regular Council Meeting
2. Payroll and Claims Packet Dated May 12, 2014

BUSINESS ITEMS

1. Dan Howard – Library Building Maintenance and Use Agreement
2. Selection of apparent low bidder for the City's four street chip seal project
3. Change Order No. 1 to the City's four street chip seal project
4. Selection of apparent low bidder for the Mission Avenue and Maple Street project

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)

The City of Cashmere is an equal opportunity provider and employer.

To file a complaint of discrimination, write USDA, Director, Office of Civil rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202)720-6382 (TDD).

**MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY, APRIL 28, 2014 AT CASHMERE CITY HALL**

OPENING

Mayor Jeff Gomes opened the regular city council meeting at 6:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jeff Gomes	
Council:	Skip Moore Jim Fletcher Dave Erickson Derek Knutsen David Sherman	
Staff:	Bob Schmidt, Director of Operations Kay Jones, Clerk-Treasurer Mark Botello, Dir of Planning/Building	

FLAG SALUTE

EXCUSE ABSENCE

PROCLAMATIONS

Mayor Gomes proclaimed April 30, 2014 as Arbor Day.

ANNOUNCEMENTS & INFORMATION

Director Botello announced the Arbor Day tree will be planted at 10:30 on April 30th next to the City sign on Aplets Way.

Director Schmidt reported that the Army Corps of Engineers is no longer requiring 100 plus trees to be removed from the dike. There has been a change in policy and under the new vegetation rule the trees can remain on the dike.

Also, Schmidt reported that the Coordinated Cost Agreement regarding water rights that was supposed to get started last year is really going to move forward this year. The goal is to have the water rights issued this calendar year.

Schmidt informed the council that there is a beaver problem on Mission Creek, which has caused some flooding on Mill Rd. The city crew removed a portion of the dam the beavers built in order to prevent further flooding. Removing the dam without permission upset the Dept. of Fisheries. The City is now working with the Dept. of Fisheries on removal of the dams and how to eliminate the beaver problem.

Director Botello reported that the Mission Street project and the Chip Seal project for four city streets have both gone out to bid.

Mayor Gomes announced that David Sherman has agreed to continue as the City's liaison between the City and the Sheriff's Department.

Also, Mayor Gomes informed the council that he wrote a letter to Linda Evans-Parlette and Representatives Cary Condotta and Brad Hawkins voicing concerns regarding the Farm Housing project.

PUBLIC COMMENT

David Hobbs residing at 206 Washington Street stated that he would like the council to look at hiring a Director for Riverside Center instead of leasing the building. He would prefer to see the revenue go into the city coffers instead of private business. He believes the Center could be a gold mine for the city if run right. He stated that if someone is willing to lease the building year after year then there is money to be made.

APPROVAL OF AGENDA

MOVED by Councilor Fletcher and seconded by Councilor Knutsen to approve the agenda as submitted. Motion carried.

CONSENT AGENDA

Minutes of April 14, 2014 Regular Council Meeting
Payroll and Claims Packet Dated April 28, 2014

Claim Check Nos. EFT 04/2014 and 34383 through 34409 totaling \$401,691.19
Manual Check Nos. 34381 and 34382

MOVED by Councilor Moore and seconded by Councilor Erickson to approve the consent agenda. Motion carried.

SHERIFF BRIAN BURNETT – 2013 ANNUAL REPORT PRESENTATION

Sheriff Brian Burnett presented the 2013 Annual Report for the Chelan County Sheriff's Department. The annual report was revised to have a more professional look and to include more information.

BUILDING USE AND MAINTENANCE AGREEMENT WITH NORTH CENTRAL REGIONAL LIBRARY

The council had several questions and concerns regarding the Library agreement. Looking at the history provided since 2006 the amount received from the Regional Library compared to the expenditures for the library are a negative \$19,036, due to capital repairs and improvements on the building. The amount paid to the City just covers use and maintenance, but does not cover any kind of large repairs or capital improvements.

Mayor Gomes pointed out that the average annual cost for the previous eight years is \$11,883 and the annual cost that the Regional Library would pay in 2015 according to the proposed contract is \$11,362.

The council requested more information, such as what is the Regional Library's responsibility, how did they come up with the cost per square foot, and that the increase per square foot is every three years. The consensus was that the council would like to discuss capital repairs and improvements and take a look at a fee in lieu of paying property tax.

DOT UBIT BRIDGE INSPECTION AGREEMENT

The City is required to have an under bridge inspection every 72 months. The proposed agreement with WSDOT includes two men to perform the under bridge inspection of the Cottage Avenue Bridge; the truck bucket operator and the UBIT driver. The cost for both is \$615 per hour. The maximum amount payable by the City to WSDOT for the work performed shall not exceed Six Thousand Dollars (6,000.00).

MOVED by Councilor Fletcher and seconded by Councilor Erickson to approve the Bridge Inspection Agreement with DOT. Motion carried.

PROGRESS REPORTS

Director Botello stated that the Cashmere Chamber has changed the name of Founders' Days to Celebrate Cashmere. The Celebrate Cashmere Parade route will have pears painted on the street.

Councilman Sherman stated that he has received speeding complaints. He has talked to Director Botello and they will be putting out the speed trailer in these areas.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:00 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer

BUILDING USE AND MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into the _____ day of _____, 20__ by and between NORTH CENTRAL REGIONAL LIBRARY DISTRICT, an Intercounty Rural Library District (hereinafter referred to as the "District") and the City (Town) of Cashmere, Washington, a Washington municipal corporation (hereinafter referred to as the "Municipality").

WHEREAS, the Municipality has either annexed to or contracted with the District for the delivery of library services, and

WHEREAS, it is the desire of the Municipality that library services be available in the Municipality through a branch library facility, and

WHEREAS, the District wishes to stabilize reimbursement of Library Quarter's maintenance and repairs, grounds maintenance expenses, janitorial services, and

WHEREAS, the Municipality is willing to provide for the District's use a suitable building or space within a building (referred to hereafter as the "Library Quarters") from which library services can be provided in the Municipality, and the Municipality is also willing to provide such janitorial services, maintenance and repair to said Library Quarters as shall be reasonably necessary for its continuing operation, and

WHEREAS, the Municipality is willing to make the Library Quarters available for the use of all residents of the District for library purposes, not just the residents of the Municipality,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Use of Library Quarters. The Municipality shall provide for the use of the District during the term of this agreement a building or space within a building suitable for use as a branch library and shall maintain such library quarters in good repair and maintenance for

library purposes. Such use shall be provided in consideration for the District's staffing and operation of a branch library facility within the Library Quarters and shall be free of rent other than payment by the District as provided for in this agreement.

2. Furnishings and Equipment. The Library Quarters and all furnishings provided by the Municipality shall remain the property of the Municipality, subject only to the District's right of use during the term of this agreement. The District may also provide furnishings and equipment, which the District will maintain and continue to own.

3. Size of Library Quarters. As of the date of execution of this agreement the parties specify that the Library Quarters consist of 3,496 square feet. In the event of any subsequent alteration or modification of the size of the Library Quarters, this figure shall be amended appropriately.

4. Reimbursement of Maintenance Expenses. Effective January 1, 2015, until December 31, 2017, the District will reimburse the Municipality for utilities (water, sewer, power and garbage), janitorial, repair, maintenance expenses at 300 Woodring Street. The sum shall be calculated by multiplying \$3.25 by the number of square feet specified in Section 3. Effective January 1, 2018 through December 31, 2020 the reimbursement rate will be \$3.50 per square foot. Effective January 1, 2021 through December 31, 2023 the reimbursement rate will be \$3.75 per square foot.

5. Reimbursement Schedule. The District shall reimburse the Municipality for Library Quarters' janitorial, repair, and maintenance expenses as set forth in section 4 in two equal bi-annual payments due within 30 days following the June and November meetings of the District's Board of Trustees.

6. Telephone Service. The District, at its sole expense, shall provide telephone service in the Library Quarters.

7. Indemnity. The Municipality shall indemnify, defend and hold the District, its officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses including reasonable attorney's fees, for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by a negligent or intentional act or omission of the Municipality, its officials, employees, and agents, relating to the performance of this Agreement. The District shall indemnify defend and hold the Municipality, its officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses including reasonable attorney's fees, for any bodily injury, sickness, disease, or death or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by any negligent or intentional act or omission of the District, its officials, employees, and agents, relating to the performance of this Agreement.

8. Insurance. It shall be within the discretion of each party to maintain such property insurance, if any, as it deems appropriate for protection of its respective Library Quarters property. Each party shall maintain general liability insurance covering personal injury and property damage applicable to its operation and use of the Library Quarters with minimum limits of \$1,000,000 per occurrence. Either party may substitute a self-insurance program or plan for the general liability insurance required under this agreement upon approval by the other party. Either party may request verification of liability insurance at any time.

9. Term. This agreement shall be effective January 1, 2015, and shall remain in force and effect until December 31, 2023. Subject to the right of termination stated in this Section 9, this agreement shall continue on a year to year basis after December 31, 2023 if either party delivers a written notice to extend prior to September 1, 2023. Either party may terminate this agreement effective at the end of any calendar year during the original term or

any annual extension thereof by written notice of termination delivered to the other party by October 1 of such year.

10. Nonwaiver. Any waiver at any time by either party of any right with respect to any matter arising under this agreement shall not be considered a waiver of any subsequent default or matter.

11. Prior Agreements. This agreement shall supersede any earlier agreement, written or oral, between the parties pertaining to the subject matter of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first above written.

NORTH CENTRAL REGIONAL LIBRARY DISTRICT

By: _____
Chairman

Attested By:

Secretary

CITY (TOWN) OF CASHMERE, WASHINGTON

By: _____
Mayor

Attested By:

Clerk

Staff Summary

Date: May 12, 2014
To: Cashmere City Council
Mayor Gomes
From: Mark Botello
RE: Selection of apparent low bidder for the City's four street chip seal project

The City requested small works roster quotes from qualified contractors for the Class "A" BST (Chip Seal) treatment of Ivy Ave, Orchid Street, Laurel Street and Emerald Ave. The deadline for submittal of the quotes was May 1, 2014. The City received the following quotes:

- A & W Paving, Inc (\$63,800)
- Granite Northwest (\$73,359.60)
- Central Washington Asphalt (\$89,960.95)

Recommendation:

Staff recommends approval of the small works contract for the City Chip Seal project.

CITY OF CASHMERE

Small Works Construction Contract

Project: City of Cashmere Class "A" Chip Seal Project

THIS CONTRACT is entered into by and between the City of Cashmere, Washington (hereinafter the "City") and A & W Paving, Inc (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, 2013 Edition (hereinafter "2013 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: \$63,800.
- B. The City shall pay the Contractor for performance of work performed upon completion of work and final City acceptance of work.
- C. The Project Work shall start within 30 calendar days after execution of this Contract and the issuance of a notice to proceed by the City. The Project Work shall be completed within 10 calendar/working days from the date of Contractor's first full working day.

- 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 2013 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 one year 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 for certification. Final payment on the Contract shall be withheld until the City receives certification from the Department of Labor and Industries that prevailing wage requirement have been satisfied.

IV. CONTRACT BOND

The Contractor shall provide a Contract Bond, in a form acceptable to the City, for the faithful performance and payment of all its obligation under this Contract. The Contract Bond shall remain in effect for the repair and replacement of defective equipment, materials, and workmanship and payment of damages sustained by the City on account of any such defects, discovered within one (1) year after the Completion Date.

V. PERMITS AND TAXES

Contractor shall secure and pay for all permits, fees and licenses necessary for the performance of the Project Work. Contractor shall pay any and all applicable federal, state and municipal taxes, including sales taxes associated with performance of the Project Work.

VI. INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, engineers, agents, and volunteers from and against all demands, claims, losses, injuries, damages, liabilities, suits, judgments, attorneys' fees and costs, and other expenses of any kind incurred by the City on account of, relating to, or arising out of Contractor's Work under this Contract, except to the extent such injuries or damages are caused by the negligence of the City.

VII. INSURANCE

- A. The Contractor shall procure and maintain for the duration of the Project Work, and for a period of three (3) years thereafter, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Project Work by the Contractor, its agents, representatives, employees, or subcontractors.
- B. Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Contractor shall maintain insurance of the types described below:
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 - 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, , stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, an liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance fort liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy. The proof of insurance and identification of the City as an additional insured shall be provided on a form acceptable to the City.
- D. Contractor shall maintain the following minimum insurance limit:
 - 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$1,000,000 products-completed operations aggregate limit.

E. Insurance shall be placed with insurers acceptable to the City.

VIII. GENERAL PROVISIONS

- A. Venue for any legal action arising out of the existence of this Contract shall be in Chelan County Superior Court. Except as specifically provided otherwise herein, in any legal action commenced by either party to this Contract, each party shall pay its own attorney's fees and costs, regardless of the outcome.
- B. This Contract contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings between the parties with respect thereto. This Contract may be amended only by an agreement in writing signed by both parties.
- C. The effective date of this Contract shall be the date the Contract is approved and signed by the City Mayor.
- D. This Contract may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile or PDF e-mail shall be deemed valid execution of this Contract, binding on the parties.

APPROVED the 12th day of
May, 2014 by the City
of Cashmere, Washington.

(Jeff Gomes, Mayor)

Address:

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

APPROVED the 5th day of
May, 2014 by the contractor.

Don Sites
(Signature)

Don Sites, President
(print Name and Title)

Contractor, Address and Phone Number:

Asw Paving, Inc
6210 Pioneer Drive
Cashmere, WA 98815

Staff Summary

Date: May 12, 2014
To: Cashmere City Council
Mayor Gomes
From: Mark Botello
RE: Change order no. 1 to the City's four street chip seal project

This change order is for additional chip seal patch work for the proposed streets identified in this project. The City budget for this project is \$70,000. This change order would still be below budget and next low bidder.

- A & W Paving, Inc (\$63,800) + (Changer Order #1 \$4,328) = \$68,128
- Granite Northwest (\$73,359.60)
- Central Washington Asphalt (\$89,960.95)

Recommendation:

Staff recommends approval of change order no. 1 to the small works construction contract between the City and A & W Paving, Inc.

**CHANGE ORDER NO. 1
TO THE CITY OF CASHMERE
SMALL WORKS CONSTRUCTION CONTRACT BETWEEN
CITY OF CASHMERE AND A & W PAVING**

This Change Order No. 1 is made and entered into by and between the City of Cashmere, Washington (hereinafter "City") and A & W Paving, Inc, Inc. (hereinafter "Contractor").

The City and Contractor agree as follows:

1. The City and Contractor entered into that certain Small Works Construction Contract, effective May 12, 2014 (hereinafter "Small Works Contract").
2. The effective date of this Change Order No. 1 shall be May 12, 2014.
3. The total fees and costs to be paid to Contractor including tax for additional Chip Seal Patch Work services (as areas marked on streets with red paint) provided pursuant to this Changer Order No. 1, shall not exceed the total sum of \$4,328.00 (tax included) without the prior authorization of the City Council, which authorization shall be contained in a written instrument signed by the City and Contractor. The City shall pay the Contractor for performance of work performed upon completion of work and final City acceptance of work.
4. Except as specifically modified by this Changer Order No. 1, the remaining terms of the Small Works Construction Contract shall remain in full force and effect and apply to the performance of services by Contractor for the City on this Change Order No. 1 Project.

APPROVED by A & W PAVING, INC.
the 12th day of May, 2014.

APPROVED by the City Council of the
CITY OF CASHMERE, Washington the
12th day of May, 2014.

Don Sites
President of A & w Paving

Jeff Gomes, Mayor