



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 TUESDAY, MAY 26, 2015 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of May 11, 2015 Regular Council Meeting
2. Payroll and Claims Packet Dated May 26, 2015

BUSINESS ITEMS

1. Sheriff Brian Burnett – 2014 Annual Report
2. Plug In NCW – Electric Vehicle Charging Station
3. Interlocal Agreement Port of Chelan County for Mill Property Mitigation
4. Select Tommer Construction for the 2015 Chip Seal project
5. Change Order No. 1 to the 2015 Chip Seal project contract
6. Resolution 04-2015 Appoint a Voting Representative and Alternate to C-D Transportation Council

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, MAY 11, 2015 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 Bob Abramoski David Sherman	
Staff:	Kay Jones, Clerk-Treasurer Mark Botello, Planning/Building Chuck Zimmerman, City Attorney	

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Mayor Gomes announced that the next council meeting will be Tuesday, May 26th due to Memorial Day.

Clerk-Treasurer Kay Jones requested volunteers to review the annual financial report. Councilors Sherman and Erickson volunteered to be the review committee.

Public Comment

Betty Bovee resides at 210 Elberta. She has recently found out that her chickens are not allowed in the residential zone and she has to get rid of them. She would like to have chickens for the eggs. She asked the council to consider changing the code to allow people to have a few chickens in the residential zone.

APPROVAL OF AGENDA

MOVED by Councilor Erickson and seconded by Councilor Fletcher to approve the agenda as presented. Motion carried.

CONSENT AGENDA

Minutes of April 27, 2015 Regular Council Meeting

Payroll and Claims Packet Dated May 11, 2015

Claims Check #35605 - #35649 totaling \$91,328.40

Payroll Check #35601 - #35604 totaling \$100,305.35

Set a Public Hearing on Monday June 8, 2015 at 6:00 p.m. on the Six-Year transportation Improvement Program (TIP)

MOVED by Councilor Moore and seconded by Councilor Abramoski to approve the items on the

consent agenda. Motion carried.

HIGHWAY 2 CORRIDOR PRESENTATION

Steve Lewis of the Lochner Group gave a presentation on the results from the Highway 2 Corridor Study. The committee consists of WSDOT, Chelan County, Port of Chelan, City of Cashmere and CDTC.

The study included the three intersections into Cashmere; the Goodwin Bridge, the Aplets Way intersection, and the Cotlets Way intersection.

The County has already received a twelve million dollar grant for the Goodwin Bridge intersection.

APLETS WAY AND COTTAGE AVENUE INTERSECTION IMPROVEMENT OPTIONS

Erik Howe from RH2 Engineering explained that he looked at four different scenarios for the Aplets Way and Cottage Avenue intersection. When planning they look 20 years out. A three way stop doesn't work, it fails tomorrow and the current intersection works now, but the traffic model shows the southbound left leg fails in 7 years and a second leg fails within 20 years. It would be short sighted to do nothing. The City has obtained the funding to address the intersection now. You don't wait until something fails before you address it. If the City waits until the intersection fails there may not be funding available.

The traffic model showed that both the traditional traffic light intersection and a roundabout intersection worked. The cost of the traffic light intersection was higher for the utilities and would include an ongoing annual maintenance cost. Both of these scenarios have their benefits.

Erik explained that what he heard as the largest concern was the loss of parking spaces. So in the new design of the roundabout the loss of parking spaces has been reduced from twelve to five. Erik made it clear that in any option the two spaces in front of the bank would be eliminated due to safety and to comply with state law.

MOVED by Councilor Sherman and seconded by Councilor Moore to proceed forward with the roundabout.

Councilor Fletcher stated that it is probably the best solution, but we are offering customers something they aren't ready for so we should delay doing anything right now. He feels the majority of our citizens do not want the roundabout.

Councilor Sherman stated that he doesn't believe the council has heard from the majority that the roundabout is not wanted. The council has heard from a vocal few that have voiced concerns and the City has addressed those concerns. He doesn't believe this to be the opinion of the majority of Cashmere.

Motion carried with four in favor of proceeding with the roundabout and Councilor Fletcher voting no.

PROGRESS REPORTS

Director Botello reported that the bids for the chip seal project have come in. The lowest bid is

less than the amount budgeted. Staff is going to look at adding a couple more streets to the project since the funds are available.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:08 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer

Staff Summary

Date: May 26, 2015

To: Cashmere City Council
Mayor Gomes

From: Mark Botello

RE: Interlocal Agreement with the Port of Chelan County for Mill
Property Mitigation

Please see attached Interlocal Agreement between the City of Cashmere and Port of Chelan County for Mill Property mitigation. As part of the comments submitted in response to the wood waste removal project, the City requested that Mill Road be chip-sealed at the completion of the project as mitigation for the project damage to Mill Road, a public right-of-way.

Staff utilized the Small Works Roster process for this chip seal project. The lowest bid received was from Tommer Construction for \$20,000 which includes sales tax. The goal is to have Tommer Construction complete this project within the next 2 months as part of the 2015 City Chip Seal project.

Recommendation:

Staff recommends approval of the Interlocal Agreement and authorize Mayor Gomes to sign Interlocal Agreement.

INTERLOCAL AGREEMENT

MILL PROPERTY, CASHMERE WASHINGTON

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into this date by and between the PORT OF CHELAN COUNTY, a Washington municipal corporation (“Port”), and the CITY OF CASHMERE, a Washington municipal corporation (“City”), collectively referred to as the “Parties,” or individually as a “Party.”

RECITALS

- A. The Port obtained funding from the Washington State Department of Ecology (“Ecology”) to conduct a large wood waste removal project, which included removal of some contaminated soils and materials, at property commonly referred to as the Cashmere Mill Property (the “Property”).
- B. As part of the comments submitted in response to the wood waste removal project, the City requested that Mill Road be chip-sealed at the completion of the project as mitigation for the project and possible damage to Mill Road, a public right of way. The estimated costs associated with the requested repair to Mill Road were included by the Port in the project budget and in the funding obtained from Ecology.
- C. In late 2014, the Parties agreed that the City would complete the work associated with Mill Road as part of a larger chip-seal project being undertaken by the City in 2015. The City invited bids for the project and the costs associated with the Mill Road chip-seal portion of the overall project, based on the bid of the lowest responsive bidder, is \$20,000.
- D. The City has expressed concerns regarding chip-sealing Mill Road at this time and requested flexibility regarding the timing of future improvements to Mill Road by the City.
- E. The Port desires to close its contract with Ecology.
- F. The Parties desire to provide the City the requested flexibility, and to release of the Port of any further mitigation associated with Mill Road and the wood waste removal project, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits contained herein, the adequacy and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Incorporation.** The Recitals set forth above are by this reference incorporated into this Agreement and are binding commitments and representations of the Parties.

2. **Term.** This Agreement shall be deemed effective on recording with the Chelan County Auditor. This Agreement shall terminate upon completion of the improvements to Mill Road by the City or as otherwise set forth in Section 6, below.
3. **Administration of Agreement.** No separate legal or administrative entity is created by this Agreement.
4. **Purpose.** The purpose of this Agreement is to accomplish improvements for Mill Road and to release the Port of any mitigation requirements associated with the project.
5. **Payment to City.** The City shall invoice the Port the sum of \$20,000 for improvements to Mill Road. Upon payment by the Port, the City agrees that all mitigation associated with the Property or arising from the wood waste removal project shall be deemed satisfied and the Port is released from any further obligations to the City in this regard.
6. **Timing of Improvements.** The Parties agree that the City may conduct improvements to Mill Road at such time as the City desires; provided, however, that the City shall undertake and complete at least \$20,000 of public work improvements to Mill Road (excluding engineering, design, etc.) within three (3) years from the effective date of this Agreement. In the event improvements to Mill Road are undertaken by any other party (including the Port) prior to the City doing so, then the City shall contribute \$20,000 toward said improvements if requested to do so by the Port, in writing. In the event the City has not undertaken and completed at least \$20,000 of public works improvements to Mill Road or contributed \$20,000 toward said improvements undertaken by another party within three (3) years of the effective date of this Agreement, then the City shall chip-seal Mill Road at the City's sole cost and expense within one calendar year thereafter (consistent with or better than the specifications set forth in the recently bid received by the City as set forth in Recitals).
7. **Authority.** Each person signing this Agreement has the full authority to execute this Agreement and to bind the party on behalf of which he/she signed.
8. **Applicable Law.** The law of the State of Washington shall govern this Agreement and all questions relating to it.
9. **Venue.** Venue of any action arising out of this Agreement shall be exclusively in a court of competent jurisdiction in Chelan County, Washington.
10. **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.

[The remainder of this page left blank intentionally]

11. Entire Agreement. This Agreement constitutes the entire agreement between the City and the Port. Any modification of the Agreement or additional obligation assumed by the City or the Port in connection with the Agreement shall be binding only if evidenced in writing and signed by both the City and the Port. The “effective date of this Agreement” shall be the date of the last signature set forth below.

PORT OF CHELAN COUNTY

CITY OF CASHMERE

By: _____
Mark Urdahl, Executive Director

By: _____
Jeff Gomes, Mayor

Dated: _____

Dated: _____

Staff Summary

Date: May 26, 2015

To: Cashmere City Council
Mayor Gomes

From: Mark Botello

RE: Select Tommer Construction for the 2015 Chip Seal project

Please see City of Cashmere's Construction Contract for 2015 Chip Seal & Crack Seal project between the City and Tommer Construction. Staff utilized the Small Works process for this project. The bids are attached

Staff will go over this at the Tuesday, May 26 Council meeting.

Recommendation:

Staff recommends approval of the contract and authorize Mayor Gomes to sign contract documents.



City of Cashmere

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May 8, 2015

CITY OF CASHMERE BITUMINOUS SURFACE TREATMENT & OLIVE STREET CRACK SEAL PROJECTS BID RESULTS

Tommer Construction:

Chase Ave, Ceder Street, Fasken Drive, Aldous Street & Fircrest Drive: \$ 53,000.00
Aportion of Mill Road: \$ 20,000.00
Olive Street Crack Seal Project (From Rail Road Ave to City Limits): \$ 6,000.00
Total: \$ 79,000.00

Granite Construction:

Chase Ave, Ceder Street, Fasken Drive, Aldous Street & Fircrest Drive: \$ 99,240.00
Aportion of Mill Road: \$ 42,635.00
Olive Street Crack Seal Project (From Rail Road Ave to City Limits): \$ No Bid
Total: \$ 141,875

Central Washington Asphalt:

Chase Ave, Ceder Street, Fasken Drive, Aldous Street & Fircrest Drive: \$ 79,985.24
Aportion of Mill Road: \$ 34,330.25
Olive Street Crack Seal Project (From Rail Road Ave to City Limits): \$ 7,750.00
Total: \$ 122,065.49

Mitchell Paving:

Chase Ave, Ceder Street, Fasken Drive, Aldous Street & Fircrest Drive: \$ _____
Aportion of Mill Road: \$ _____
Olive Street Crack Seal Project (From Rail Road Ave to City Limits): \$ No Bid
Total: \$ _____

A & W Paving:

Chase Ave, Ceder Street, Fasken Drive, Aldous Street & Fircrest Drive: \$ 94,730.00
Aportion of Mill Road: \$ 27,350.00
Olive Street Crack Seal Project (From Rail Road Ave to City Limits): \$ 9,800.00
Total: \$ 131,880

CITY OF CASHMERE

Small Works Construction Contract

Project: City of Cashmere

2015 Chip Seal & Crack Seal Project

THIS CONTRACT is entered into by and between the City of Cashmere, Washington (hereinafter the "City") and Tommer Construction, 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 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2014 Edition (hereinafter "2014 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: **\$79,000.**
- 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 80 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 20 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 2014 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 _____ day of _____, 2015 by the City of Cashmere, Washington.

(Jeff Gomes, Mayor)

Address:

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

APPROVED the 15th day of May, 2015 by the contractor.



(Signature)

Chris Tommer, President
(print Name and Title)

Contractor, Address and Phone Number:
Tommer Construction Co., Inc
PO Box 1150
Ephrata, WA 98823
(509) 787-3312

Staff Summary

Date: May 26, 2015

To: Cashmere City Council
Mayor Gomes

From: Mark Botello

RE: Change Order No. 1 to the 2015 Chip Seal project contract

Staff will provide the Change Order No. 1 at the Tuesday, May 26 Council meeting. This change order is to add Chase Ave from Olive Street to Division Street to the project. This would include crack seal and 2-shot chip seal.

2015 Staff budget	\$85,000
Lowest bid received from Tommer Construction is	\$79,000
Port of Chelan County share is	\$20,000
City portion is	\$59,000
Available City funds (\$85,000-\$59,000)	\$26,000

Recommendation:

Staff recommends approval of the Change Order No. 1 to Tommer Contract and authorize Mayor Gomes to sign documents.

RESOLUTION 04-2015

A RESOLUTION OF THE CITY OF CASHMERE TO DESIGNATE A VOTING REPRESENTATIVE AND AN ALTERNATE TO THE CHELAN-DOUGLAS TRANSPORTATION COUNCIL UNTIL FURTHER NOTICE.

WHEREAS, Federal Transportation Legislation (Title 23 United States Code 134 and Title 49 United States Code 5303) requires the establishment, by agreement between the Governor of the State of Washington and units of general purpose local government, of a Metropolitan Planning Organization (MPO), which in cooperation with the State of Washington is to develop transportation plans and programs for urbanized areas of Washington State; and

WHEREAS, Regional Transportation Planning Organizations (RTPOs) were authorized by the 1990 Legislature as part of the state's Growth Management Act, as detailed in Chapter 47.80 RCW, with funding appropriations made as part of the Transportation Budget; and

WHEREAS, the Growth Management Act, Chapter 36.70A RCW, requires local governments to adopt transportation plans that are consistent with comprehensive land use plans and Regional Transportation Planning Organization plans; and

WHEREAS, the Member Agencies acknowledge the need to engage in cooperative planning and decision making on transportation issues and the benefits to be derived there from; and

WHEREAS, Chelan-Douglas Transportation Council is the designated MPO and RTPO, and the city of Cashmere desires to continue active membership in the Chelan-Douglas Transportation Council;

THEREFORE, by effect of this RESOLUTION, the City Council declares Mayor Jeff Gomes as the voting representative and Mark Botello as the alternate.

This Resolution shall be effective immediately upon passage by the City Council.

Passed by the City Council of the City of Cashmere, Washington, and approved by the Mayor at an open public meeting on this _____ day of _____, 2015.

CITY OF CASHMERE

By: _____
Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk/Treasurer