



## City of Cashmere

101 Woodring Street  
Cashmere, WA 98815  
Ph (509) 782-3513 Fax (509) 782-2840  
Website [www.cityofcashmere.org](http://www.cityofcashmere.org)

CASHMERE CITY COUNCIL MEETING  
MONDAY, FEBRUARY 12, 2018 6:00 P.M., CITY HALL

### **AGENDA**

#### CALL TO ORDER

#### FLAG SALUTE

#### EXCUSED ABSENCE

#### ANNOUNCEMENTS & INFORMATION

January Financial Report is on the website

#### PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

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#### APPROVAL OF AGENDA

#### CONSENT AGENDA

1. Minutes of January 22, 2018 Regular Council Meeting
2. Payroll and Claims Packet Dated February 12, 2018

#### BUSINESS ITEMS

1. John Stoll, Chelan County PUD – presentation on Electrical Load Growth
2. Grant Agreement between TIB and City for LED Streetlight Conversion
3. 302 Capital Improvement Fund budget amendment

#### 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, JANUARY 22, 2018 AT CASHMERE CITY HALL

OPENING

Mayor Jeff Gomes opened the regular city council meeting at 6:00 p.m. at City Hall. Administrative Assistant Teresa Prescott took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jeff Gomes Daniel Scott Jim Fletcher Dave Erickson Kameon Smith Derrick Pratt	
Staff:	Mark Botello, Director Chuck Zimmerman, City Attorney Teresa Prescott, Admin. Asst.	Kay Jones, Clerk-Treasurer

FLAG SALUTE

EXCUSED ABSENCES

ANNOUNCEMENTS & INFORMATION

Mayor Gomes asked for a volunteer from council to be the 2018 Audit Member. The Audit Member reviews the details of the claims before each meeting. Daniel Scott agreed to be the 2018 Audit Member

PUBLIC COMMENT PERIOD

No public was present.

APPROVAL OF AGENDA

Mayor Gomes requested the addition of business item No. 3, the Direct Discharge Wastewater Services Agreement with Tree Top and Cashmere Investments.

MOVED by Councilor Fletcher and seconded by Councilor Pratt to add item No. 3, Direct Discharge Wastewater Services Agreement with Tree Top and Cashmere Investments. Motion carried.

MOVED by Councilor Erickson and seconded by Councilor Scott to approve the agenda as amended. Motion carried.

CONSENT AGENDA

Minutes of January 8, 2018 Regular Council Meeting  
Payroll and Claims Packet Dated December 31, 2017

Claims Direct Pay and Checks #38609 through #38635 totaling \$57,047.12

Payroll and Claims Packet Dated January 22, 2018

Claims Direct Pay and Checks #38636 through #38669 totaling \$90,141.11

MOVED by Councilor Erickson and seconded by Councilor Scott to approve the items on the consent agenda. Motion carried.

AMENDMENT NO. 2 OF TASK AUTHORIZATION NO.15 WASTEWATER CONTINUING SERVICES

This task authorization with RH2 is for support and software updates. \$12,000 has been budgeted for 2018. Both Tree Top and Cashmere Investments have signed the amended agreement.

MOVED by Councilor Fletcher and seconded by Councilor Smith to approve Amendment No. 2 of Task Authorization No. 15 Wastewater Continuing Services Agreement with RH2 and authorize the Mayor to sign. Motion carried.

EXPRESS EMPLOYMENT PROFESSIONALS STAFFING AGREEMENT AND RATE INFORMATION

Mayor Gomes explained that Express Employment Professionals does all the advertising, interviewing, testing, and background checks at no additional cost to the City. Councilor Pratt stated that his business had used Express with good results.

MOVED by Councilor Pratt and seconded by Councilor Fletcher to approve the Express Professionals Staffing Agreement and Rate Information and authorize the Mayor to sign. Motion carried.

DIRECT DISCHARGE WASTEWATER SERVICES AGREEMENT

City Attorney Charles Zimmerman went over the changes to the original agreement.

MOVED by Councilor Erickson and seconded by Councilor Pratt to approve the Direct Discharge Wastewater Services Agreement for Treatment at City Wastewater Treatment Facility and authorize the Mayor to sign. Motion carried.

PROGRESS REPORTS

Director Botello reported that he has applied for a Safe Route for Schools Grant. Botello passed around a map showing traffic incidents with students.

Chelan-Douglas Health Department has approved the removal of solids from the wastewater lagoons. After approval from Waste Management the solids will be removed. Director Botello anticipates a begin date of October 2018.

Mayor Gomes attended a Wildland-Urban Interface meeting. Cashmere's boundaries are somewhat protected by the surrounding orchards, however many cities in the area abut forest or grassland. The Wildland-Urban Interface will set building codes for border areas that protect neighborhoods from wildland fires. At this time the mapping is incomplete.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 6:36 p.m.

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Jeff Gomes, Mayor

Attest:

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Teresa Prescott, Administrative Assistant



# Washington State Transportation Improvement Board

## TIB Members

Commissioner Richard Stevens  
Chair  
Grant County

Amy Asher  
RiverCities Transit

Aaron Butters  
HW Lochner Inc.

Jeff Carpenter, P.E.  
WSDOT

Barbara Chamberlain  
WSDOT

Elizabeth Chamberlain  
City of Walla Walla

Commissioner Terri Drexler  
Mason County

Gary Ekstedt, P.E.  
Yakima County

Mayor Glenn Johnson  
City of Pullman

John Klekotka, P.E.  
Port of Everett

Commissioner Robert Koch  
Franklin County

John Koster  
County Road Administration Board

Colleen Kuhn  
Human Services Council

Mayor Ron Lucas  
Town of Steilacoom

Mick Matheson, P.E.  
City of Mukilteo

E. Susan Meyer  
Spokane Transit Authority

Laura Philpot, P.E.  
City of Maple Valley

David Ramsay  
Feet First

Martin Snell  
Clark County

Ashley Probart  
Executive Director

P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
Fax: 360-586-1165  
[www.tib.wa.gov](http://www.tib.wa.gov)

January 29, 2018

Mr. Mark Botello  
Planning/Building Director  
City of Cashmere  
101 Woodring Street  
Cashmere, WA 98815-1034

Dear Mr. Botello:

Congratulations! We are pleased to announce the selection of your city for the Relight Washington Program. The program aims to reduce your streetlight operating costs while saving energy and renewing dated infrastructure. The city will benefit from lower rates after installation. The project converts existing streetlights to energy efficient LED streetlights.

**In order to receive reimbursement for streetlight conversion, you must:**

Sign and return both copies of the Grant Distribution Agreement to TIB. TIB will return one executed agreement for your files.

**State highway streetlight conversion**

If you are converting streetlights along a state highway, use Type III fixtures.

**How does city receive reimbursement?**

The city will send in the final invoices along with an accounting history form provided by your TIB engineer. When the project is nearing completion, contact your TIB engineer.

If you have questions, please contact Gloria Bennett, TIB Project Engineer, at (360) 586-1143 or via e-mail at [GloriaB@TIB.wa.gov](mailto:GloriaB@TIB.wa.gov).

Sincerely,

Ashley Probart  
Executive Director

Enclosures



City of Cashmere  
S-E-847(001)-1  
LED Streetlight Conversion

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Cashmere  
GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into between the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD ("TIB") and the City of Cashmere, a Washington state municipal corporation ("RECIPIENT").

WHEREAS, the TIB has developed a grant program, Relight Washington, to provide for the conversion of standard streetlights to LED lighting ("Project") for eligible cities and towns to reduce municipal electrical costs, and

WHEREAS, the above-identified city/town is eligible to receive a Project grant and attests that it has the legal authority to receive such grant and to perform the Project pursuant to the terms of this grant,

NOW, THEREFORE, pursuant to chapter 47.26 RCW and chapter 479 WAC, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits, if any, which are made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

TIB agrees to grant funds in the amount of **Three Hundred Twenty Eight Thousand Fifty Three AND NO/100 dollars (\$328,053)** for the Project pursuant to terms contained herein, and the RECIPIENT agrees to accept such grant funds and agrees to perform and be subject to the terms and conditions of this Agreement.

2. USE OF TIB GRANT FUNDS

TIB grant funds may come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than for highway or street Project improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9.

3. PROJECT AND BUDGET

The Project shall provide for the conversion of identified streetlights within RECIPIENT's city limits. The RECIPIENT agrees to enter into an agreement with or otherwise provide for a service provider to perform the actual conversion work. The RECIPIENT further agrees that it shall be solely responsible for and shall pay its service provider's invoices for costs of the work. The Project and Budget may be amended by the Parties, pursuant to Section 7.



#### 4. PROJECT DOCUMENTATION

The RECIPIENT agrees to and shall make reasonable progress and submit timely Project documentation, as applicable, throughout the term of this Agreement and Project.

Required documents include, but are not limited to the following:

- a) Documentation to support all costs expended for the Project.
- b) Project Closeout Form.

#### 5. BILLING AND PAYMENT

The RECIPIENT may submit progress payment requests to the TIB as necessary. If billable amounts are greater than \$50,000, RECIPIENT shall submit requests for payments on a quarterly basis. If progress payments are not regularly requested, reimbursements may be delayed or scheduled in a to be determined payment plan.

#### 6. RECORDS MAINTENANCE

6.1 The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Project work described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no cost to TIB, these records shall be provided when requested, including materials generated under the Agreement, and shall be subject at all reasonable times to inspection, review or audit by TIB personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

6.2 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

#### 7. INCREASE OR DECREASE IN TIB GRANT FUNDS

RECIPIENT may request an increase in the TIB grant funds for the Project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. An increase in grant funds shall be by amendment pursuant to Section 14. If an increase is denied, the recipient shall be solely liable for costs incurred in excess of the Agreement grant amount.

#### 8. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the Parties and shall continue through closeout of the grant amount, or modification thereof, or unless terminated as provided herein. In no event shall the Agreement term exceed two years, unless extended by Agreement amendment pursuant to Section 14.

#### 9. DEFAULT AND TERMINATION



### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) RECIPIENT shall provide a written response within ten (10) business days of receipt of TIB's notice of non-compliance, which shall include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details. An agreement to amend the Project must be pursuant to Section 14.
- c) RECIPIENT shall have thirty (30) days in which to make reasonable progress toward compliance pursuant to its plan to correct or implement an amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold reimbursement payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation, TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project progress payments until the requested corrections have been made or if the Agreement is terminated.

### 9.3 TERMINATION

- a) In the event of default as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which may be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such actions necessary as may be directed by TIB.
- b) In the event of default and/or termination, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION OR SUSPENSION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate or suspend this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for Project work performed or costs incurred prior to the effective date of termination.



## 10. DISPUTE RESOLUTION

- a) The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- b) Informal Resolution. The Parties shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The Parties shall share equally in the cost of the mediator.
- d) Each Party agrees to participate to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The Parties agree that they shall have no right to seek relief in a court of law in accordance with Section 11 until and unless the Dispute Resolution process has been exhausted.

## 11. GOVERNANCE, VENUE, AND ATTORNEYS FEES

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County. The Parties agree that each Party shall be responsible for its own attorneys' fees and costs.

## 12. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

12.1 Each Party, shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, a Party's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a Party's own negligence.

12.2 Each Party agrees that its obligations under this section extends to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers, officials, employees or authorized agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW.

12.3 The obligations of this indemnification and waiver Section shall survive termination of this Agreement.

## 13. ASSIGNMENT



# Staff Summary

**Date:** February 12, 2018  
**To:** City Council  
**From:** Mayor Gomes  
**RE:** 302 Capital Improvement Fund budget amendment

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The 18-inch concrete storm line running under the railroad is broken and in need of repair. The line needs cleaned out from manhole to manhole to remove the broken concrete and roots to allow the installation of a liner. The recommendation is to install the liner before further damage and collapsing of the line occurs.

The City received an estimate for approximately \$60,500 to clean the line and install the liner and the estimate includes one lateral reconnection. Permits, traffic control and disposal of the debris is included in the estimate.

This project was not foreseen and would require a budget amendment in the 302 Capital Improvement Fund.

## **Mayor Recommendation:**

MOVE to approve a budget amendment of \$70,000 for the public works project to clean and install a liner in the concrete storm crossing under the railroad and authorize the Mayor to proceed with the bid process.

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**ALLIED TRENCHLESS**  
246 W. Manson Hwy., #124  
Chelan. WA 98816  
509-662-6622 or 509-682-4700

**Estimate** 16776466  
**Job** 16774465  
**Estimate Date** 1/2/2018  
**Completed Date**  
**Customer PO**

**Billing Address**  
City of Cashmere  
101 Woodring Street  
Cashmere, WA 98815 USA

**Job Address**  
City of Cashmere  
101 Woodring Street  
Cashmere, WA 98815 USA

**Estimate Details**

City of Cashmere: Lining Estimate

<b>Task #</b>	<b>Description</b>	<b>Quantity</b>	<b>Your Price</b>	<b>Your Total</b>
GT750010	Clean 18" concrete storm from manhole to manhole across the railroad to allow installation of liner. Includes the removal of broken concrete and roots by means of hydrojetting and cutting.	2.00	\$3,250.00	\$6,500.00
GT050010	Install 6mm fiberglass UV liner from manhole to manhole. Also includes one lateral reinstatement.	190.00	\$260.00	\$49,400.00

Price excludes any permits, traffic control, and disposal of debris.

Customer provided total distance of 190 ft. Quantity may vary, which will affect the total price.

**Sub-Total** \$55,900.00  
**Tax** \$4,583.80  
**Total** \$60,483.80