



## 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, APRIL 24, 2017 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 April 10, 2017 Regular Council Meeting
2. Payroll and Claims Packet Dated April 24, 2017

BUSINESS ITEMS

1. Chamber Manager Gina Imperato - Cashmere Chamber Update
2. Selection of A&W Paving for the 2017 chip seal project
3. Resolution No. 02-2017 appointing a representative to the Public Facilities District Board
4. Chelan County Regional Justice Center's increase in cost per day for housing inmates

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, APRIL 10, 2017 AT CASHMERE CITY HALL

OPENING

Mayor 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 Skip Moore Jim Fletcher Dave Erickson Kameon Smith Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer	Mark Botello, Director Chuck Zimmerman, City Attorney

FLAG SALUTE

PROCLAMATION

Mayor Gomes declared April 26, 2017 as Arbor Day in the City of Cashmere, and urged all citizens to support efforts to protect our trees and woodlands and to support our city's urban forestry program.

ANNOUNCEMENTS & INFORMATION

Mayor Gomes reported that the street light program is underway. The PUD contractor is picking up a few of our lamp heads to retrofit and convert them to LED.

Regarding the West Cashmere Bridge; there was \$2 million capital money included in the Senate budget and the head of the house transportation committee said that she will include that in the revision of the house budget. We'll just have to wait and see where it goes and what comes out of the legislature. They will be applying for a freight mobility grant for the remaining \$3 million needed. It appears pleading our case in Olympia may have paid off.

PUBLIC COMMENT PERIOD

No comment from the public.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of March 27, 2017 Regular Council Meeting

Payroll and Claims Packet Dated April 10, 2017

Claims Check #DOC 1<sup>st</sup> Qtr and #37810 through #37851 totaling \$81,644.54

Payroll Check #37806 through #37809 totaling \$108,219.00

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

CHELAN COUNTY PUD ADVANCED METERING

John Stoll and Project Manager Sam Dilly from the Chelan County PUD discussed their advanced meter project and the benefits to the PUD and to the customer in having an advanced meter. Benefits include faster response times on outages and service calls, reduced travel time in order to read meters, improved customer billing accuracy and increased efficiencies that save time and money; keeping your rates low. They will start replacing meters in 2019.

ORDINANCE NO. 1257 AMENDING THE 2017 BUDGET INCLUDING THE SALARY SCHEDULE TO ACCOUNT FOR THE INCREASE IN THE STATE MINIMUM WAGE

MOVED by Councilor Fletcher and seconded by Councilor Moore to adopt Ordinance No. 1257 amending the 2017 Budget. Motion carried.

PROGRESS REPORTS

Clerk-Treasurer Kay Jones reported that she's been working with FCS Group on the water and wastewater rate study. The study is coming together quickly, but there are still some final pieces of information needed before the study is finalized and ready to present to the City Council.

Mayor Gomes reported that the telemetry system for the 4 sewer lift stations is almost finished, which completed the last phase of our telemetry system. The City now has all of the components of the water system, plant, wells and reservoirs, on telemetry. In the sewer system we have the plant and all 4 lift stations on telemetry. With telemetry the City can monitor all the components in both water and wastewater from a laptop computer.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 6:41 p.m.

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Jeff Gomes, Mayor

Attest:

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Kay Jones, City Clerk-Treasurer

# Staff Summary

**Date:** April 24, 2017

**To:** Cashmere City Council  
Mayor Gomes

**From:** Mark Botello

**RE:** Selection of A & W Paving for the 2017 Chip Seal project

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Please see City of Cashmere's Construction Contract for 2017 Chip Seal project between the City and A & W Paving. Staff utilized the Small Works process for this project. The bids are attached

Staff will go over this at the Monday, April 24 Council meeting.

**Recommendation:**

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

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**CITY OF CASHMERE**

**Small Works Construction Contract**

**Project: 2017 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, 2016 Edition (hereinafter "2016 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: \$ 63,715.
- B. The City shall pay the Contractor for performance of the Project Work according to the City Request for bid and the Contractor Proposal on file with the City.
- 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 30 calendar/working days from the date of issuance of the notice to proceed by the City.

- 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 2016 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 \_\_\_\_\_, 2016 by the City of Cashmere, Washington.

\_\_\_\_\_  
(Jeff Gomes, Mayor)

Address:

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

APPROVED the 13<sup>th</sup> day of April, 2017 by the contractor.

Don Sites  
\_\_\_\_\_  
(Signature)

Don Sites, President  
\_\_\_\_\_  
(print Name and Title)

Contractor, Address and Phone Number:

A&W Paving  
\_\_\_\_\_  
PO Box 305  
\_\_\_\_\_  
Cashmere, WA 98815  
\_\_\_\_\_  
509 668-0624  
\_\_\_\_\_



## 2017 City of Cashmere Chip Seal project

Bid Opening: 1:01 pm Friday, April 31, 2017

By: Mark Potte

Tommer Construction: \$ 68,850

Central Washington Asphalt, Inc: \$ 102,163

A & W Paving: \$ 63,715



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March 13, 2017

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### **CITY OF CASHMERE BITUMINOUS SURFACE TREATMENT & PROJECT**

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#### **Request for Small Works Roster Quotes:**

The City of Cashmere is seeking Small Works Roster Quotes from qualified contractors for 2-shot chip seal treatment as described below:

	<b>Undiluted Asphalt Emulsion (gal. per sq. yd.) Applied</b>	<b>Aggregate Size</b>	<b>Aggregates (lbs. per sq. yd.) Applied</b>
1 <sup>st</sup> Coat CRS-2P Emulsion	0.50	½ to ¼-inch	45 – 55
2 <sup>nd</sup> Coat CRS-2P Emulsion	0.65	3/8-inch to No. 10 uniformly graded	25 - 35

The City of Cashmere is seeking Small Works Roster Quotes from qualified contractors for 1-shot chip seal treatment as described below:

	<b>Undiluted Asphalt Emulsion (gal. per sq. yd.) Applied</b>	<b>Aggregate Size</b>	<b>Aggregates (lbs. per sq. yd.) Applied</b>
1 <sup>st</sup> Coat CRS-2P Emulsion	0.65	3/8-inch to No. 10 uniformly graded	25 - 35

#### **Contact Information:**

Mark Botello is the designated contact person for questions related to this request for quotes. He may be reached at Cashmere City Hall, 101 Woodring Street, Cashmere, WA 98815 or by phone 509-782-3513

#### **Sealed Quote Submittal:**

**Quotes must be submitted on or before 1:00 P.M., Friday, March 31, 2017 to: City of Cashmere, 101 Woodring Street, Cashmere, WA 98815.** Late quotes will not be considered. Quotes must be valid for a period of not less than ninety (90) days after the submission deadline. Quotes must represent all costs associated with the project, sales tax, parts, materials and labor (at prevailing wage). Sealed quotes may be hand delivered or mailed.

**Sealed quotes will be opened at Cashmere City Hall at 1:01 P.M. on Friday, March 31, 2017.**

**Roadways:**

(Approximate Square Footage-Contractor to verify all measurements)

2-Shot Chip Seal:

- Chapel Street: ± (32,000 Sq. Ft.)
- W. Pleasant Street: ± (15,000 Sq. Ft.)
- Perry Street: ± (26,000 Sq. Ft.)

1-Shot Chip Seal:

- McGill Street: ± (6,500 Sq. Ft.)
- Angier Street: ± (10,500 Sq. Ft.)

**Utilities:**

All utilities shall be located and clearly marked and cleaned of chip seal/oil products after project completion.

**Brooming:**

Contractor shall Broom the final roadway from chip seal products.

- Brooming begins as soon as possible
- Brooming shall not dislodge the aggregate.
- Brooming does not begin until sufficient bond is formed between the aggregate and the asphalt.
- Consider using a flush truck to place water on the surface before broom to reduce dust problems.

**Materials:**

- Asphalt emulsion for BST shall be CRS-2P.
- All aggregate shall be black in color.

**Measurements:**

Roadway measurements to be verified by Contractor.

**Payment:**

“Lump Sum”. The price shall include all labor, equipment, and materials, to provide and place product, and all other work required for finished roadways. (Tax only on materials)

**Prevailing Wage for Public Works Contracts:**

Prevailing wage requirements apply to this project. Please contact Washington State Department of Labor and Industries for requirements.

**Contractor Requirements:**

- Traffic Contractor is responsibility of Contractor.
- Contractor is responsible for purchase of water.
- Selected contractor will be required to enter into “Small Public Works Construction Contract” with the City.
- Contractor shall be on the City of Cashmere’s “Small Works Roster” at time of submittal of sealed quote.

The City of Cashmere reserves the right to reject all bids if project exceeds budget amount or if City determines irregularities in the quote received. The City has the right to decide on certain streets to chip seal from below.

2-Shot Chip Seal:

**Chapel Street: ± (32,000 Sq. Ft.)**

- Amount (Sales Tax Included): \$ 24,430
- Company Name: A&W Paving
- Authorized Representative (print): Don Sites
- Authorized Signature: Don Sites
- Dated this 31 day of March, 2017.

**W. Pleasant Street: ± (15,000 Sq. Ft.)**

- Amount (Sales Tax Included): \$ 10,190
- Company Name: A&W Paving
- Authorized Representative (print): Don Sites
- Authorized Signature: Don Sites
- Dated this 31 day of March, 2017.

**Perry Street: ± (26,000 Sq. Ft.)**

- Amount (Sales Tax Included): \$ 21,525
- Company Name: A&W Paving
- Authorized Representative (print): Don Sites
- Authorized Signature: Don Sites
- Dated this 31 day of March, 2017.

1-Shot Chip Seal:

**McGill Street: ± (6,500 Sq. Ft.)**

- Amount (Sales Tax Included): \$ 2,650
- Company Name: A&W Paving
- Authorized Representative (print): Don Sites
- Authorized Signature: Don Sites
- Dated this 31 day of March, 2017.

**Angier Street: ± (10,500 Sq. Ft.)**

- Amount (Sales Tax Included): \$ 4,920
- Company Name: A&W Paving
- Authorized Representative (print): Don Sites
- Authorized Signature: Don Sites
- Dated this 31 day of March, 2017.

#63,715



Railroad Ave

Sunset Hwy

Lincoln St

Chase Ave

S Division St

School Ln

Paton St

Angier St.  
1-Shot

Paton St

Pioneer Ave

Paton St

Chapel St

Chapel St.  
2-Shot

Chapel St

Quail Ln



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community



E Prospect St

Noth St

E Pleasant Ave

Wooding St

Elberta Ave

Cottage Ave

W Prospect St

W. Pleasant St.  
2-Shot

Perry St.  
2-Shot

McGill St.  
1-Shot

Ablets Way

River St

Independence Way



Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, iGP, swisstopo, and the GIS User Community

RESOLUTION NO. 02 -2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON  
APPOINTING J.C. BALDWIN AS THE CITY OF CASHMERE REPRESENTATIVE ON THE  
GREATER WENATCHEE REGIONAL EVENTS CENTER PUBLIC FACILITIES DISTRICT BOARD.

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WHEREAS, the City of Cashmere City Council is responsible for appointment of a person to serve on the Board of Directors of the Greater Wenatchee Regional Events Center Public Facilities District selected based on recommendations received from local organizations including the local chambers of commerce and/or local economic development council; and

WHEREAS, the Cashmere Economic Development Committee of the Cashmere Chamber of Commerce recommends the City Council appoint J.C. Baldwin as the City of Cashmere representative to the aforementioned Board; and

WHEREAS, the Mayor and City Council concur with the recommendation of the Cashmere Economic Development Committee of the Cashmere Chamber of Commerce; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON HEREBY RESOLVES AS FOLLOWS:

Section 1. J.C. Baldwin is hereby appointed to the position of Board of Directors of the Greater Wenatchee Regional Events Center Public Facilities District as the City of Cashmere representative.

Section 2. This appointment is for the remainder of the four (4) year term ending December 31, 2020.

Section 3. This Resolution shall be effective immediately upon passage by the City Council.

APPROVED by the City Council the 24th day of April, 2017.

APPROVED:

\_\_\_\_\_  
Jeff Gomes, Mayor

ATTEST:

\_\_\_\_\_  
Kay Jones, City Clerk-Treasurer



CASHMERE ECONOMIC DEVELOPMENT COMMITTEE  
of the  
CASHMERE CHAMBER OF COMMERCE

April 18, 2017

CASHMERE CITY COUNCIL  
101 Woodring Street  
Cashmere WA 98815

Dear Members of the City Council:

The Cashmere Economic Development Committee recommends that the City Council approve JC Baldwin as the Cashmere representative on the Public Facilities District Board.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jenny Cravens". The signature is written in black ink on a light-colored background.

Jenny Cravens  
Chair  
Cashmere Economic Development Committee  
of the Cashmere Chamber of Commerce  
103 Cottage Avenue  
Cashmere WA 98815  
509-782-7404



# Staff Summary

**Date:**

**To:** City Council

**From:** Clerk-Treasurer Kay Jones

**RE:** Chelan County Regional Justice Center's increase in cost per day for housing inmates

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Mayor Gomes received a letter from the Chelan County Regional Justice Center regarding the Interlocal Agreement between the City and CCRJC for housing inmates.

The County's April 13, 2017 letter to Mayor Gomes informs the City that they are increasing the daily cost per inmate rate to \$87.00 per day beginning May 1, 2017. See attached letter.

**The Interlocal Agreement states:**

WHEREAS, Chelan County Department of Corrections is desirous of accepting and keeping in its custody such inmate(s) in the CCRJC for a rate of compensation mutually agreed upon by the parties hereto.

Due to the wording in the Agreement action in the form of a motion is needed for this agenda item.

**Sample Motion:**

Move to accept or deny the rate increase as set forth in the County's April 13, 2017 letter to Mayor Gomes.

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CHELAN COUNTY  
**REGIONAL JUSTICE CENTER**

Curt Lutz, Director • Ron Wineinger, Deputy Director

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401 Washington St. Level 2 • Wenatchee, WA 98801 • Phone: (509) 667-6462 • [www.co.chelan.wa.us](http://www.co.chelan.wa.us)

April 13, 2017

City of Cashmere  
101 Woodring St.  
Cashmere, WA 98815

RE: 2017 Interlocal Agreement

Dear Mayor Gomes,

This letter is regarding our Interlocal Agreement with the City of Cashmere for the housing of inmates at the Chelan County Regional Justice Center (CCRJC).

An amendment to the Interlocal Agreement between Chelan County and the City of Cashmere was submitted on December 1, 2016. This amendment detailed the monthly rate for 2017, which is based upon the average number of monthly post-release actual inmate usage generated from Cashmere during the period January 2013 to December 2015 with the daily cost per inmate of \$73.50 per day. We raised the daily cost per inmate rate for 2016 to \$85.00 per day and will be increasing this rate to \$87.00 per day beginning May 1, 2017. This 2% increase is due to the increase in our costs for providing this housing service. This change in rate does not affect the amount of your monthly payment for 2017, since your 2017 monthly rate is based on a 3-year average of 2013, 2014 and 2015.

If you have any questions or concerns, please do not hesitate to give me a call.

Sincerely,

Curt Lutz, Director