



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 MONDAY, JUNE 12, 2017 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

- Financial Reports for April and May are on the website

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of May 8, 2017 Regular Council Meeting
2. Meeting for May 22, 2017 was cancelled
3. Payroll and Claims Packet Dated May 22, 2017
4. Payroll and Claims Packet Dated June 12, 2017
5. Set a Public Hearing on July 10, 2017 at 6:00 p.m. for the Six-Year Transportation Program

BUSINESS ITEMS

1. Courtney Black with FCS Group – Presentation on Water and Wastewater Rate Study
2. Ordinance No. 1259 Chapter 8.12 prohibiting the sale and use of fireworks
3. Resolution No. 06-2017 Setting a Public Hearing on July 10, 2017 on the Riverside Dr. rights-of-way vacation
4. Resolution No. 07-2017 Supporting increased commercial air service from Pangborn Memorial Airport to additional destinations
5. Selection of Contractor for the Rank Road and Kennedy Road projects
6. Acceptance of completion of the 2017 City Chip Seal 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)

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY, MAY 8, 2017 AT CASHMERE CITY HALL

OPENING

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

FLAG SALUTE

EXCUSED ABSENCE

MOVED by Councilor Erickson and seconded by Councilor Moore to excuse the absence of Mayor Gomes. Motion carried.

PUBLIC COMMENT PERIOD

Doug Stuart residing at 224 Vine Street addressed the Council regarding the Vine Street Planned Unit Development Subdivision. As a long time resident of the Vine Street area Mr. Stuart presented a little history and pictures for the Council regarding the 2006 flooding along the river dike. He presented the same information to the Hearing Examiner at the Public Hearing.

Also, Mr. Stuart requested that the City look into how the garbage is going to be collected in the area of the PUD Subdivision before they approve vacating the Riverside public right-of-way.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of April 24, 2017 Regular Council Meeting
Payroll and Claims Packet Dated May 8, 2017

Claims Check #37886 and #37888 through #37930 totaling \$67,343.89

Payroll Check #37883 through #37885 and 37887 totaling \$96,445.72

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

RESOLUTION NO. 03-2017 AMENDING POOL AND CEMETERY RATES

MOVED by Councilor Moore and seconded by Councilor Pratt to approve Resolution No. 03-2017 amending pool and cemetery rates. Motion carried.

RESOLUTION NO. 04-2017 SWIMMING POOL OPERATIONS AND REPEALING PREVIOUS RESOLUTIONS

Councilor Erickson pointed out the date in the footer needed to be amended from 2016 to 2017.

MOVED by Councilor Erickson and seconded by Councilor Moore to approve Resolution No. 04-2017 swimming pool operations with the amendment to the footer. Motion carried.

RESOLUTION NO. 05-2017 AMENDING CASHMERE CEMETERY RULES AND REGULATIONS

Councilor Moore questioned the language in Section 10 (2). Attorney Chuck Zimmerman recommended the section be amended to read; care of individual graves or plots, such as cleaning around headstones, is not the responsibility of the City.

MOVED by Councilor Erickson and seconded by Councilor Smith to approve Resolution No. 05-2017 amending Cashmere Cemetery Rules and Regulations with the recommended change to Section 10 (2). Motion carried.

ORDINANCE NO. 1258 AMENDING SECTIONS 5.10.010 AND 5.10.020 REGARDING UTILITY B&O TAX

The proposed ordinance amends Section 5.10.010 to a notification requirement and eliminates the requirement for a business license. Section 5.10.020 is amended to allow collectors that have a monthly tax remittance that is less than \$5.00 to accumulate those monthly taxes and make a remittance on a quarterly basis.

MOVED by Councilor Erickson and seconded by Councilor Smith to adopting Ordinance No. 1258 amending Sections 5.10.010 and 5.10.020 regarding utility B&O Tax. Motion carried.

AGREEMENT WITH A&W PAVING FOR CHIP SEAL PATCHWORK PROJECT

MOVED by Councilor Erickson and seconded by Councilor Smith to approve the Agreement with A&W Paving for the Chip Seal Patchwork Project and authorize the Mayor to sign. Motion carried.

CONTRACT AGREEMENT WITH FCS GROUP TO PROVIDE THE FINANCIAL ANALYSIS FOR THE WATER COMP PLAN

The City has requested FCS Group to perform the Financial Analysis for Chapter 14 of the Water Comp Plan. FCS Group is currently performing a rate study for the City and a large part of the information needed for the analysis has already been completed with the rate study, which is a savings for the City.

MOVED by Councilor Erickson and seconded by Councilor Smith to approve the Contract Agreement with FCS Group to provide the Financial Analysis for the Water Comp Plan update and authorize the Mayor to sign. Motion carried.

PROGRESS REPORTS

Mayor Pro Tem Fletcher reported that the playground equipment is going in at Riverside Park and is almost complete.

Clerk-Treasurer Jones reported that FCS Group has completed the rate study and will be presenting the findings this week to the Mayor and staff. Then a date will be set for presenting to the Council.

ADJOURNMENT

Mayor Pro Tem Fletcher adjourned the meeting at 7:08 p.m.

Jim Fletcher, Mayor Pro Tem

Attest:

Kay Jones, City Clerk-Treasurer



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Cashmere, WA 98815

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Website www.cityofcashmere.org

CITY OF CASHMERE NOTICE OF PUBLIC HEARING TRANSPORTATION IMPROVEMENT PROGRAM

Pursuant to the requirements of Chapter 35.77.010 RCW, the City of Cashmere has prepared and revised a comprehensive transportation improvement program for the ensuing six years, and pursuant further to said law the City Council of the City of Cashmere will hold a public hearing on Monday, July 10, 2017 at 6:00 p.m. at the Cashmere City Hall, 101 Woodring Street. The public is invited to attend and make comment.

Kay Jones
City Clerk-Treasurer
CITY OF CASHMERE

Publish once on: Wednesday, June 21, 2017

Kay Jones

From: Chuck Zimmerman [czimmerman@omwlaw.com]
Sent: Friday, May 05, 2017 3:46 PM
To: Kay Jones; Jeff Gomes
Cc: Sara L. Biles
Subject: Fireworks Ban Ordinance
Attachments: fireworks ord_001.pdf

Jeff and Kay,

Attached is an ordinance that will ban the sale and use of fireworks in the City, except for public displays. Please look it over and let me know if you have any suggestions for revisions. In order for this to be effective for the June/July fireworks season in 2018, this Ordinance will need to be passed on or before the first meeting in June to be safe.

Chuck

Charles D. Zimmerman | Attorney

Ogden Murphy Wallace P.L.L.C.
One Fifth Street, Suite 200 Wenatchee, WA 98801
phone: 509.662.1954 | fax: 509.663.1553
czimmerman@omwlaw.com

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, AMENDING CHAPTER 8.12 OF THE CASHMERE MUNICIPAL CODE TO PROHIBIT THE SALE AND USE OF FIREWORKS IN THE CITY EXCEPT AS AUTHORIZED BY PERMIT FOR PUBLIC DISPLAYS; ESTABLISHING PENALTIES FOR VIOLATIONS; CONTAINING A SEVERABILITY PROVISION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, Chapter 70.77 RCW, the State Fireworks Law, governs the purchase, sale, and discharge of fireworks in and throughout the State; and

WHEREAS, the City is authorized by RCW 70.77.250(4) to adopt ordinances with more restrictive regulations governing the sale and use of fireworks than provided by state law, provided such ordinances may not have an effective date sooner than one year following adoption; and

WHEREAS, the City Council previously adopted Chapter 8.12 of the Cashmere Municipal Code ("CMC") to provide for the regulation of fireworks in the City; and

WHEREAS, the City Council now desires to amend Chapter 8.12 CMC to prohibit the sale and use of fireworks in the City except for public displays; and

WHEREAS, the City Council reasonably believes that adoption of this Ordinance is in the best interest of the health, safety, and welfare of the citizens of the City;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CASHMERE DO ORDAIN AS FOLLOWS:

Section 1. Chapter 8.12 of the Cashmere Municipal Code is hereby amended to read as follows:

Chapter 8.12

FIREWORKS

Sections:

- 8.12.010** Definitions.
- 8.12.020** Prohibition on Sale and Use of Fireworks
- 8.12.030** Display Fireworks and Special Use.
- 8.12.040** Permit Applications - Review by Fire Chief - Fees- Validity.
- 8.12.050** Seizure of Fireworks.
- 8.12.060** References to State RCW and WAC
- 8.12.070** Violation – Penalty.

8.12.010 Definitions.

Pursuant to RCW 35A.11.020 and 35A.12.140, the City hereby incorporates, by and through this reference, the definitions set forth in Chapter 70.77 RCW, State Fireworks Law, including RCW 70.77.120 through 70.77.241. These definitions apply to the words and terms used in this Chapter.

8.12.020 Prohibition on Sale and Use of Fireworks.

Except as otherwise set forth in Section 8.12.030 CMC, it is unlawful for any person to sell, possess, use, transfer, discharge, ignite or explode any fireworks, including but not limited to consumer, display, or other special pyrotechnics or fireworks, within the City.

8.12.030 Display Fireworks and Special Use.

A. Public displays of fireworks shall be subject to the following procedures and regulations:

1. A public display of fireworks may be authorized by permit issued by the City pursuant to RCW 70.77.260, including standards, requirements, obligations, and duties set forth in Chapter 70.77 RCW.
2. In addition to a City permit, any person or entity proposing to conduct a public display of fireworks shall also be required to obtain a license from the state pursuant to RCW 70.77.305.

3. A bond or certificate of insurance must be furnished to the fire chief or his designee before a permit is issued. The bond shall be in the amount of \$1,000,000 and shall be conditioned upon the applicant's payment of all damages to persons and property resulting from or caused by such public display of fireworks, or by any negligence on the part of the applicant or its agents, servants, employees or subcontractors in the presentation of the display. The certificate of insurance shall evidence a comprehensive general liability (including automobile coverage) insurance policy providing limits of \$1,000,000 combined single limit, per occurrence and annual aggregate, no deductible, and naming the city of Cashmere as an additional insured.

4. All minimum clearances, site dimensions, separation clearances and landing areas shall be subject to review by and approval of the fire chief or his designee. In the sole discretion of the fire chief or his designee, the minimum standards of the state fireworks law may be increased to protect the public and property.

5. The applicant shall provide crowd control for the display. The fire chief or his designee shall determine the level of crowd control necessary, including the number and placement of crowd control monitors. If local law enforcement is providing crowd control, the applicant shall pay the full cost of the required personnel and equipment to the appropriate law enforcement agency prior to the display.

6. If, in the opinion of the fire chief or his designee, the sheriff or the pyrotechnic operator, a lack of fire protection or crowd control poses a danger to the public or property, then the fire chief or his designee, the sheriff or the pyrotechnic operator shall immediately suspend the display until the danger is corrected.

7. The applicant shall provide fire protection for the display. The fire chief or his designee shall determine the level of personnel and equipment necessary. Prior to the public display, the applicant shall pay the full cost of the required personnel and equipment to the city of Cashmere.

8. The denial by the fire chief or his designee of a permit for a public display of fireworks may be appealed to the city council. The determination of the City Council shall be final unless it is appealed to the Chelan County Superior Court within 21 days of the date of the City Council decision.

B. Pursuant to RCW 70.77.311(2)(c) and (d), the purchase, possession, and use of fireworks by religious organizations or other private parties for specific purposes may be permitted on an approved date and at an approved location pursuant to a permit issued by the City.

C. Use of trick and novelty devices as defined in WAC 212-17-025, is authorized without obtaining a permit from the City.

8.12.040 Permit Applications - Review by Fire Chief - Fees- Validity.

A. Applications for a permit for a public display of fireworks as required by CMC 8.12.030 shall be made in writing to the City Clerk-Treasurer, on forms provided by the City, at least forty-five (45) days in advance of the scheduled event or activity. Unless exempted from the requirement to pay permit fees, as further set forth below, each application shall be accompanied by the applicable permit fee. The City Clerk-Treasurer shall forward each permit application to the City Fire Chief for review and decision.

B. All permit applications shall be reviewed and approved or denied by the City Fire Chief. The City Fire Chief shall make an investigation as to whether the character and location of the display, as proposed, may be hazardous or dangerous to any person or property, and shall, in the exercise of reasonable discretion, grant or deny the application, subject to such reasonable conditions, if any, as the Fire Chief may prescribe. The City Fire Chief may impose reasonable requirements on any permit consistent with Chapter 212-17 WAC (Rules of the Director of Fire Protection Relating to Fireworks). Applicants for public display permits pursuant to RCW 70.77.260 shall also meet all qualifications and requirements of state law regarding public display of fireworks (including but not limited to RCW 70.77.260 to RCW 70.77.295) and all fire and safety requirements as set forth in the standards for public display (including Chapter 212-17 WAC) and shall hold a pyrotechnic operator license issued by the State.

C. The City Fire Chief may revoke any fireworks permit for noncompliance or failure to correct a violation of any applicable rules, regulations, or conditions. The City Fire Chief may revoke a permit at any time due to weather conditions, including extremely low humidity, wind, heat, lightening, or other dangerous fire conditions, as determined by the City Fire Chief in his or her sole discretion.

D. Applications for permits pursuant to RCW 70.77.311(2)(c), for religious or specific purposes, shall not require payment of a permit fee. The City Council shall establish permit fees for the public display of fireworks, as authorized by RCW 70.77.555, from time to time by resolution.

E. Each permit issued pursuant to this chapter shall be valid for the specific authorized event only, shall be used only by the designated permittee and shall be nontransferable. Any transfer or unauthorized use of a permit is a violation of this chapter and shall void the permit granted.

8.12.050 Seizure of Fireworks.

The sheriff's department, or such other person with whom the city may contract, shall seize, take, remove, or cause to be removed at the expense of the owner, all fireworks offered or exposed for sale, stored, possessed or used in violation of this chapter.

A. Any person whose fireworks are seized under the provisions of this section may, within 10 days after such seizure, petition in writing to return the fireworks seized upon the grounds that such fireworks were illegally or erroneously seized. Such petitions shall be considered within 15 days after filing and an oral hearing granted to the petitioner if requested. The decision of the sheriff's department shall be provided in writing to the petitioner. The sheriff's department may order the fireworks seized under this chapter disposed, or returned to the petitioner if illegally or erroneously seized, providing such return is in compliance with the state law and this chapter.

B. The determination of the sheriff's department is final, unless within 21 days an action is commenced in the Chelan County Superior Court for the recovery of fireworks seized by the sheriff's department.

C. Fireworks that are seized or illegal for use and possession in the City shall be turned over to the State Fire Marshal for destruction.

8.12.070 References to State RCW and WAC.

All references in this Chapter to the Revised Code of the State of Washington or RCW's and the Washington Administrative Code or WAC's shall be deemed references to these provisions as they presently exist or as they may hereafter be amended.

8.12.070 Violation – Civil Penalty.

A. Any person violating any provision of this Chapter shall be deemed to have committed a civil infraction and shall be punished by a fine in an amount not exceeding \$500. In the event a person is found in violation of this chapter,

the City's Fire Chief may deny approval of a request by the person for a public display of fireworks permit for the next or any subsequent year.

B. A person is guilty of a separate offense for each separate and distinct violation of any provisions of this chapter, and a person is guilty of a separate offense for each day during which he/she commits or allows to continue any violation of the provisions of this chapter.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or the constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 3. Publication. The City Clerk-Treasurer is hereby directed to publish the title of this Ordinance which is approved as a summary of the Ordinance.

Section 4. Effective Date. This ordinance shall be in full force and effect one (1) year from and after its passage as provided by law.


APPROVED:

MAYOR JEFF GOMES

ATTEST/AUTHENTICATED:

KAY JONES, CITY CLERK-TREASURER

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

BY: 

CHARLES D. ZIMMERMAN

FILED WITH THE CITY CLERK : 5/5/17
PASSED BY THE CITY COUNCIL : _____
PUBLISHED : _____
EFFECTIVE DATE : _____
ORDINANCE NO. : _____

RESOLUTION NO. 06-2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE,
WASHINGTON, SETTING A DATE AND TIME FOR A PUBLIC HEARING TO
CONSIDER THE VACATION OF A PORTION OF RIVERSIDE DRIVE.**

WHEREAS, a petition to seeking to vacate a portion of certain right-of-way in the City of Cashmere pursuant to RCW 35.79.010 has been filed by the owner of interest in the real property abutting on said right-of-way, and

WHEREAS, said owner signing the petition is owner of more than two thirds of the property abutting on the portion of such right-of-way sought to be vacated,

NOW, THEREFORE:

Section 1. Pursuant to RCW 35.79.010, the matter of the vacation of the City street right-of-way described on Exhibit "A" –Exhibit Map attached hereto will be heard and determined by the Cashmere City Council at the regular City Council meeting on the 10th day of July, 2017.

Section 2. Pursuant to RCW 35.79.020, at least twenty (20) days prior to the date of the hearing, notice of the pendency of the petition was given by written notice posted in three (3) of the most public places in the City and a like notice was posted on the street sought to be vacated. The notice contained a statement that a petition has been filed to vacate the street described in the notice, together with a statement of the time and place fixed for the hearing on the matter.

Passed by the City Council at an open public meeting and approved by the Mayor this 12th day of June, 2017.

CITY OF CASHMERE

By:

Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

Exhibit "A"

220 Vine St

Area requested to be vacated

312 Riverside Dr.

314 Riverside Dr.

316 Riverside Dr.

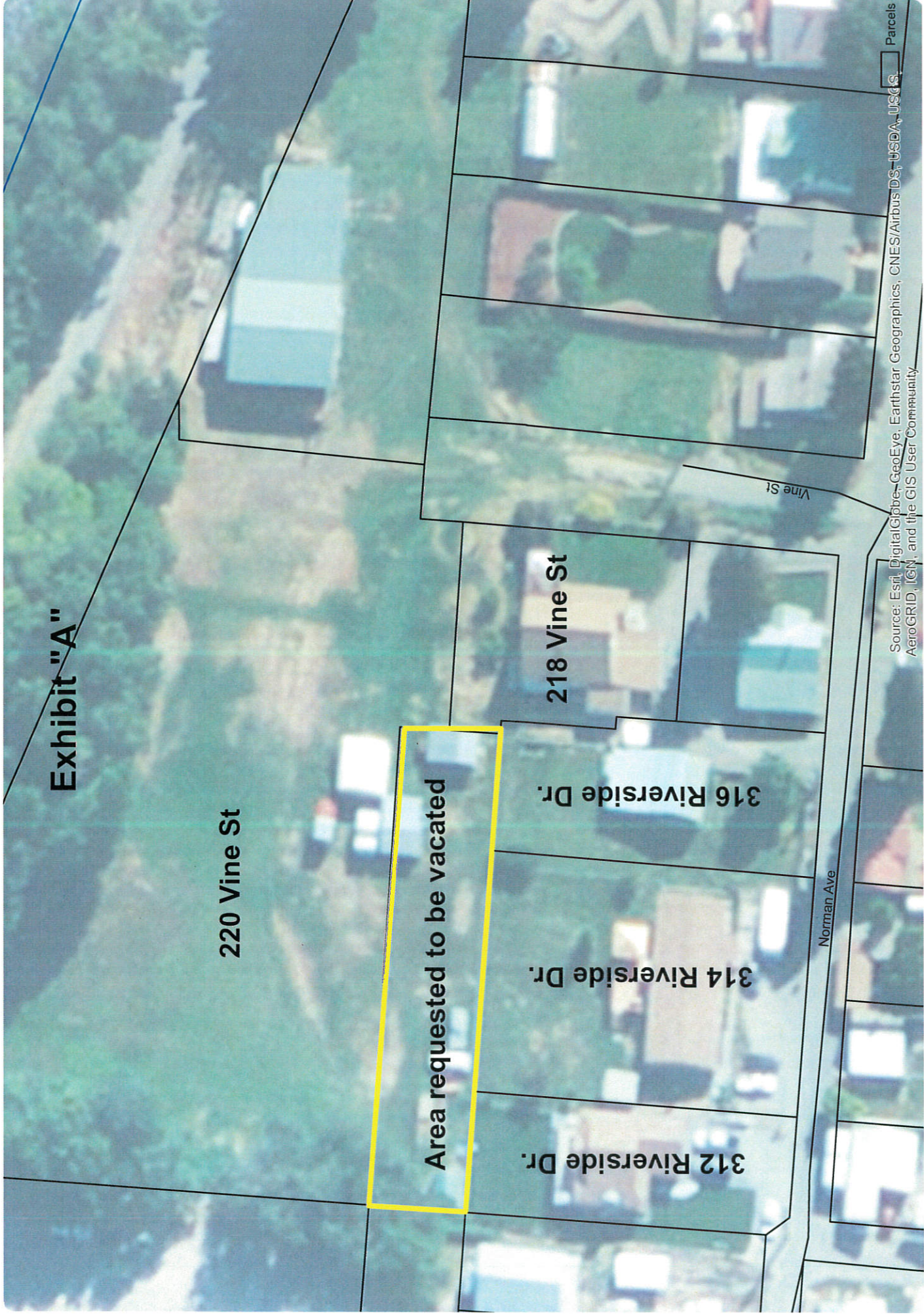
218 Vine St

Vine St

Norman Ave

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

Parcels



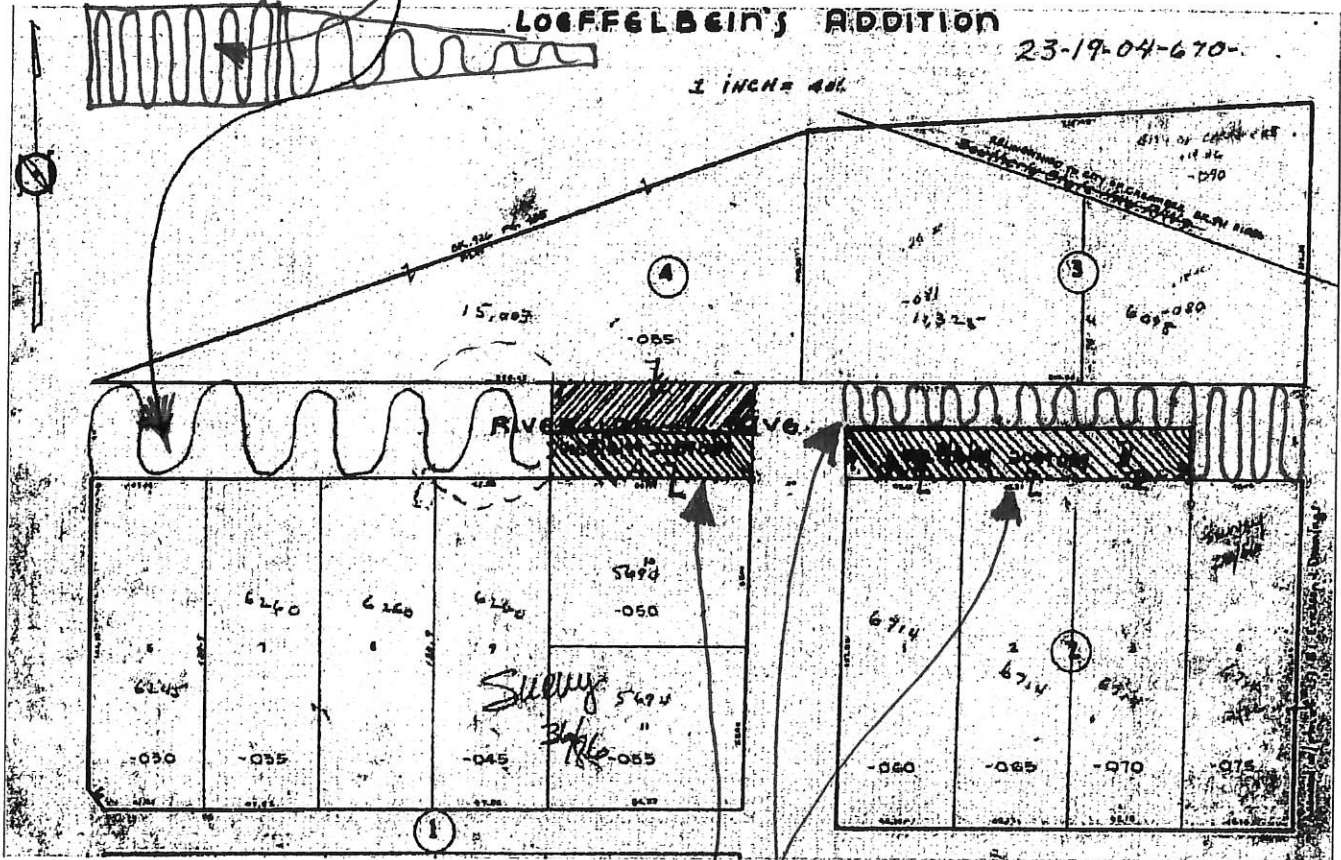
From Chelan County
Assessor's Office

2-7-08

Via - Fax

Area request
for Vacation

City storm water
pond per ord. 949



2004 East portion right-of-way
Vacation.

1999-Ordinance No 949
Vacation "B"

1997 Ordinance No 949
Vacation "A" - Robinson/City



City of Cashmere

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FYI

June 3, 2008

Bill Robinson
218 Vine Street
Cashmere, WA 98815

Dear Mr. Robinson:

At the May 27, 2008 City Council meeting Cashmere City Council moved to approve your right-of-way vacation request with the following conditions:

Name	Sq. Ft.	Legal Description	Price Per SF	Recording	Total
William Robinson	2,228	City retains a utility easement	\$.50	\$1,114 (\$.50 X 2,228 sf)	Final fee \$1,405
Josh Talbot	950	City retains a utility easement	\$.50	\$475 (\$.50 X 950 sf)	Final fee \$766
Paul Robinson	1,900	City retains a utility easement	\$.50	\$950 (\$.50 X 1,900 sf)	Final fee \$1,241

All the final fees as shown above must be submitted within ninety (90) days of this letter or the right-of-way vacation becomes void.

If you have any questions please give me a call at City Hall.

Sincerely,

Mark Botello
Director of Planning & Building

RESOLUTION 07-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON SUPPORTING INCREASED COMMERCIAL AIR SERVICE FROM PANGBORN MEMORIAL AIRPORT TO ADDITIONAL DESTINATIONS AND AIRLINE HUBS FOR REGIONAL ECONOMIC AND PERSONAL BENEFIT.

WHEREAS, Pangborn Memorial Airport serves as the commercial airport for North Central Washington; and

WHEREAS, Pangborn Memorial Airport desires to increase direct commercial flights to more destinations and airline hubs; and

WHEREAS, Pangborn Memorial Airport completed in 2016 the Runway Extension Project to improve the regional economy with increased commercial flight options; and

WHEREAS, business and leisure visitors to North Central Washington will increase with increased direct flight destinations; and

WHEREAS, businesses working with or located in North Central Washington will benefit from increased air service connectivity; and

WHEREAS, the City of Cashmere relies on Pangborn Memorial Airport for business travel and products distribution; and

WHEREAS, the City of Cashmere will benefit from increased air service connectivity; and

WHEREAS, the Port of Chelan County finds and determines that an application for federal grant funding for additional air service will promote economic development in North Central Washington.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cashmere:

Section 1. Hereby supports the continued expansion of Pangborn Memorial Airport commercial air services; and

Section 2. Hereby supports the Port of Chelan County's application for federal grant funding to support additional air service at Pangborn Memorial Airport; and

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

APPROVED by the City Council the ____ day of _____, 2017.

APPROVED:

MAYOR JEFF GOMES

ATTEST/AUTHENTICATED:

KAY JONES, CITY CLERK

AIR SERVICE INVESTMENT PROGRAM



KEY POINTS

The Air Service Investment Program is a community effort to secure a daily direct flight between Wenatchee and the San Francisco Bay area. This flight is essential infrastructure that is good for business, people and growth. Now is the time for the community to demonstrate its support through pledges toward this effort that will be matched 2 for 1 with Federal funds.

Goal: Secure daily air service between Wenatchee and the San Francisco Bay Area.

Why: Promote economic development in the region. Industries that will benefit include technology, tourism, and agriculture. Regional business recruitment efforts will also be enhanced.

More options and flexibility for flyers.

Enhanced air service reliability.

New service is good for business, people and growth.

How: Sharing of risk between the Port, Pangborn, the community, the Federal Government and the airline providing service. The community's role is to raise pledges totaling \$400,000 that will be matched 2 for 1 with Federal grant dollars. In addition to funding, the number of local contributors is critical to the success of this effort. Successful service will result in the return of some or all of the pledged funds.

Other Service: Efforts continue to secure more service to SeaTac and other destinations in addition to the San Francisco Bay area.

Timeline:	Secure local pledges	June, 2017
	Apply for Federal Grant	June, 2017
	Grant award	August, 2017
	Contact potential carriers and negotiate contact	Winter 2017-18
	New service commences	Summer 2018

For more information, go to www.FlyWenatchee.com/Bay-Area-Flight

See Voortex Productions Video at <https://vimeo.com/214097052>



AIR SERVICE INVESTMENT PLEDGE FORM

Name: _____

Organization: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email Address: _____

Top Air Travel Destinations: _____

I/My Organization pledges \$_____ towards direct service to the San Francisco Bay Area from Pangborn Memorial Airport.

May we publish your contribution? Yes / No

This statement of intent is non-binding. Pledges will be contacted to confirm their support once a carrier has made a commitment to serve Pangborn Memorial Airport.

Please return this pledge form to Craig Larsen at the Port of Chelan County.

Craig Larsen, Business Development Director
Port of Chelan County
238 Olds Station Rd, Suite A
Wenatchee, WA 98801
Craig@portofchelancounty.com
Fax: 509-662-5151



Expanded Air Service to San Francisco Bay Area

Frequently Asked Questions

1. What is the Air Service Investment Program?

In an effort to recruit new, non-stop air service between Pangborn Memorial Airport in East Wenatchee, WA and the San Francisco Bay Area, airlines must see broad community support, including proven demand. The Air Service Investment Program is a partnership in which financial risk is shared between the airline, the community, and the federal government. The community contributions are combined with a Federal Grant into a pool of funds from which the airline can draw if—and only if—revenue does not cover expenses during the first two years. If service is successful, funding will be returned to community investors at the end of the two year period.

2. Why the San Francisco Bay Area?

There are many reasons why the San Francisco Bay area is the preferred choice.

- a. Quantitative research shows us there is a growing demand for flights to the Bay Area in our community. Currently, 62 people a day travel from our region to the Bay Area, an increase of 39% since 2013. Our most popular destinations are on the West Coast/Mountain West.
- b. The Bay Area is a great hub for connectivity and a popular market for business travel, offering more flexibility of travel times and destinations than Seattle. For example, San Francisco Airport offers more direct flights to other popular destinations than Seattle: Seattle has seven non-stop flights to Washington, D.C. daily; San Francisco has 17. Seattle has seven non-stop flights to Chicago daily; San Francisco has 19. Internationally, Seattle has six direct destinations in Asia; San Francisco has 25. Seattle has five direct destinations in Europe; San Francisco has 14.

3. How do I pledge support for Air Service to San Francisco Bay Area?

There are a number of ways to show your support for this air service.

1. **Financial** – Sign a Pledge form for an amount of money to be added to the Air Service Investment Fund – [Click for the Form](#)
2. **Adopt** a Resolution with your organizations Board – [Click for Sample Resolution](#)
3. **Send** a letter of Support for the Program to craig@portofchelancounty.com

4. What are the sources of funds for the Air Service Investment Program?

The funding will be a mix of local support, federal grant money, and airline investment. The airline invests up to \$8,000,000 over the two-year startup period. The federal government contributes up to \$750,000 in cash funding. The community contributes up to \$400,000.

5. When do pledges need to be made by?

Pledges are needed prior to applying for the federal grant, which the deadline is expected in June 2017. Success of our grant application is dependent on secured community pledges.



6. Are we guaranteeing the airline a profit margin?

No. This is a guarantee of enough *revenue* to cover expenses (not a profit). The funds will only be drawn upon if the ticket sales do not cover expenses during a two year startup phase. If service is successful, contributions will be returned to community investors at the end of the two year period. The interested airline will state its required revenue per segment. This amount will be audited and negotiated by a third party consultant specifically trained for the task.

7. Did this type of project work in other communities?

Yes. Since 2001 airlines in North America have launched more than 100 new routes with community/federal grant investment program. Some communities have used little to none of their financial contributions to help support the start of new air service. Here are two examples:

- a. In 2011, Spokane negotiated with Delta Airlines for air service to Los Angeles. Daily service was successful, the investment program has ended, and service continues.
- b. San Luis Obispo recently negotiated with Alaska Airlines for air service to Seattle. Service begins in April 2017.

8. When will service to the San Francisco Bay area be available?

Service launch is targeted for spring of 2018.

9. Why should we add another destination to Pangborn's air service?

The airport is an important economic driver in our community, which is the largest metropolitan area in Washington State not serviced by an interstate. Greater flexibility in flight offerings promotes current businesses and attracts new business. We hear again and again that quality of life is the single biggest reason people live here. This flight is a direct enhancement to our community's quality of life, offering greater flexibility for travel times and locations and also improving weather-related cancellations. In short, it's good for business, people, and growth.

10. Who do I write the check to?

The Port of Chelan County, as manager of Air Service at Pangborn Memorial Airport is managing the program and taking Pledges (Click for the Pledge Form). Checks will be collected later this year.

11. What contributions will the Port of Chelan County make to the project?

The Port of Chelan County is leading the Air Service Investment Program, recruiting the new airline service, and will take on the lead financial responsibility of carrying the project forward. Pangborn Airport and the Port of Chelan County are also planning and will pay for infrastructure improvements to accommodate the new airline service.

PROJECTED TOURISM IMPACTS TO NORTH CENTRAL WASHINGTON OF A
ONCE DAILY FLIGHT TO THE SAN FRANCISCO BAY AREA

We project total direct spending in our region from visitors because of this new flight to exceed \$1.8 million annually. Over \$250,000 of this would flow to local governments in the form of taxes and fees. At least \$700,000 would go directly into employee's pockets as wages. This would lead to new jobs and more hours for those currently employed in the tourism and related industries. These numbers represent direct spending only. Typical multipliers to determine a total for direct, indirect and induced spending range between three and four, or \$5.4 to 7.2 million.

The region served by our airport has a population below 200,000. Agriculture continues to be the base of our economy but it is characterized by low wages and seasonal work. Tourism takes advantage of the natural beauty of our region, our great outdoor recreation opportunities, and an emerging wine industry and is less seasonal than agriculture. Leavenworth and Chelan are two very successful year round tourism destinations in the region. Walla Walla, Washington has been very successful attracting wine and other tourists from the San Francisco Bay Area, without a direct flight. We can do the same and a direct flight would be a huge boost to that effort.

Thank you again for your consideration. Please feel free to contact me if additional information would be of assistance.



Destination San Francisco
Bay Area and Beyond

FLY  WENATCHEE
WHERE WILL YOU GO TODAY?
PANGBORN MEMORIAL AIRPORT

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Pledge Today

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Staff Summary

Date: June 12, 2017

To: Cashmere City Council
Mayor Gomes

From: Mark Botello

RE: Final work acceptance approval for the 2017 City-Wide Chip Seal Patch Work.

On Friday, June 2nd A & W Paving completed the 2017 chip seal patch work as identified by staff around town. The areas of patch work are located on the following streets:

- Evergreen Drive: 9 locations
- Pioneer Ave: 14 locations
- Cottage Ave and Titchenal Way: 18 locations
- Elberta Ave and Vine St: 10 locations
- Chapel Ave (100 block): 1 location
- Mission Creek bridge: 1 location
- Mountain View Place: 1 location

Staff will go over this at the Monday Council meeting. This is a budget item, which includes sales tax, and is part of the street pavement preservation program. The project cost without sales tax is \$33,300. Sales tax on road projects are pursuant to WAC 458-20-171-Use tax on Materials only.

Recommendation:

Staff recommends approval of the 2017 city-wide chip seal patch work and release payment.

Staff Summary

Date: June 12, 2017

To: Cashmere City Council
Mayor Gomes

From: Mark Botello

RE: Agreement with Central Washington Asphalt, Inc for the Rank Road and Kennedy Road Project.

Please see attached Agreement and Scope of Work for the Rank Road and Kennedy Road asphalt pavement overlay project. Staff utilized the Small Works Roster for this project pursuant to CMC 2.92.020 *Public Works Contracts-Small Works*. The City received the following bids for this project:

- Central Washington Asphalt, Inc: \$95,388
- Mitchell Trucking & Paving, Inc: \$160,000
- Granite Construction Company: \$112,145

The budget amount for this project is \$120,000.

Staff will go over this at the Monday Council meeting.

Recommendation:

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

CITY OF CASHMERE

Small Works Construction Contract

Project:

**Rank Road & Kennedy Road
ASPHALT Pavement Overlay Project**

THIS CONTRACT is entered into by and between the City of Cashmere, Washington (hereinafter the "City") and Central Washington Asphalt, 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, 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: \$ 95,388.
- 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 15 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.

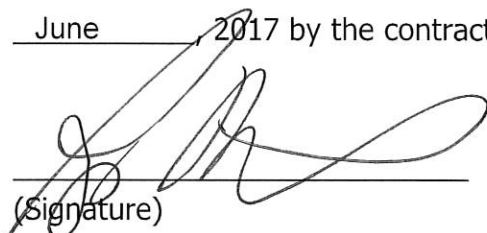
APPROVED the _____ day of _____, 2017 by the City of Cashmere, Washington.

(Jeff Gomes, Mayor)

Address:

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

APPROVED the 1st day of June, 2017 by the contractor.



(Signature)

Pamp Maiers, President
(print Name and Title)

Contractor, Address and Phone Number:
Central Washington Asphalt, Inc.
P.O. Box 939
Moses Lake, WA 98837
(509) 765-5757



City of Cashmere

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

Rank Road and Kennedy Road Asphalt Pavement Overlay Project

REQUEST FOR SMALL WORKS ROSTER QUOTES:

The City of Cashmere is seeking Small Works Roster Quotes from qualified contractors for the "City of Cashmere's Rank Road and Kennedy Raod asphalt pavement Project".

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.

QUOTE SUBMITTAL:

Quotes must be submitted on or before, **WEDNESDAY, MAY 10, 2017 at or before 10 A.M. to: City of Cashmere, 101 Woodring Street, Cashmere, WA 98815.** Late quotes will not be considered. Quotes must be valid for a period of one-hundred twenty (120) days after the submission deadline. Quotes must represent all costs associated with the project, sales tax, parts, materials and labor (at prevailing wage). Quotes may be hand delivered or mailed. City will not accept faxed or emailed quotes. **The City has the right to reject quotes if costs exceed the budget amount**

SCOPE OF WORK:

- Dig-out and install 6 12-inch diameter polyethylene storm pipes as identified on plan. (440 linear ft).
- Remove old storm pipe and dispose.
- Pre-level and fill pot holes where applicable. (20,000 sq-ft of pre-level and patch work authorized for this project)
- Clean edges and removed old asphalt and install 5/8 minus rock (minimum 4-inches) at areas of removed asphalt
- Remove old storm drain pipe and compact and install minimum 6-inches of 1-1/4 rock and widen as marked by City.
- Provide tack coat on all surface (CSS-1-HR at an application rate of at least .05 gallons per square yard of residual asphalt).
- Install 2-inchs of Commercial HMA Class 3/8-inch or approved by City over existing asphalt on Rank Road and Kennedy Road
- Install 2-ft of HMA onto driveway and roadway approaches.

LICENSE & REQUIREMENTS:

- Quote shall include City of Cashmere sales tax as applicable.
- Contractor must be on the City's Small Works Roster
- All measurements and quantities to be verified by contractor
- **Work to be completed before August 1, 2017.**

PREVAILING WAGE FOR PUBLIC WORKS CONTRACTS:

Prevailing wage requirements apply to this project. Please contact Washington State Department of Labor and Industries for requirements. The following information will be required by the City:

COMPANY NAME CENTRAL WASHINGTON ASPHALT, INC.

TOTAL AMOUNT (SALES TAX INCLUDED.082): \$ 95,388.00

START WORK DATE: July 17th 2017

FINISH WORK DATE: July 21st 2017

AUTHORIZED REPRESENTATIVE (PRINT) Pam MAIERS

AUTHORIZED SIGNATURE [Signature]

Dated this 10 day of May, 2017.