



City of Cashmere

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CASHMERE CITY COUNCIL MEETING
MONDAY, FEBRUARY 22, 2016 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 February 8, 2016 Regular Council Meeting
2. Payroll and Claims Packet Dated February 22, 2016

BUSINESS ITEMS

1. Cashmere Chamber – Gnome project update
2. Joint meeting with City Council, Port District and Cashmere Economic Development Committee
3. Selection of contractor for Skate Park design

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, FEBRUARY 8, 2016 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, Dir. of Planning/Building Chuck Zimmerman, City Attorney
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Planning Commission:

- John Torrence
- David Hobbs
- Christopher Carlson
- Dick Ryan
- Jared Novak
- Rick Shorett
- Wendy Riddle

FLAG SALUTE

PUBLIC COMMENT PERIOD

No public comment.

ANNOUNCEMENTS & INFORMATION

Councilor Erickson informed the Council of the Parliamentary procedures class being held at the Wenatchee City Hall. The City will pay for any council member interested in attending.

Councilor Jim Fletcher is the City's representative on the Link Transit Board. He explained that the Link Board represents every jurisdiction in both counties and that each jurisdiction has a representative at the table. Councilor Fletcher gave a summary of where the funding came from and the goals of Link Transit.

Mayor Gomes reported that the City met with representatives from Link Transit, Chelan County PUD and Plug-In NCW to discuss Link's park-n-ride and Plug-In NCW's charging station. The consensus of everyone is that Aplets Parking lot looks like a good location for both uses. There is funding for both projects from the other entities and the only cost to the city will be the meter use when the charging station is in operation.

APPROVAL OF AGENDA

Mayor Gomes added the following item to the Consent Agenda; David Hobbs appointment to the Planning Commission.

MOVED by Councilor Moore and seconded by Councilor Fletcher to approve the agenda with the

addition to the Consent Agenda. Motion carried

CONSENT AGENDA

Minutes of January 25, 2016 Regular City Council Meeting

Payroll and Claims Packet Dated February 8, 2016

Claim Check Nos. #36520 and #36522 through #36559 totaling \$73,506.19

Payroll Check #36516 through #36519 totaling \$105,888.62

Manual Check Nos. #36521

David Hobbs appointment to the Planning Commission

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

JOINT CITY COUNCIL AND PLANNING COMMISSION MEETING

Mark Botello Director of Planning and Building summarized the projects the Planning Commission completed in 2015, which included;

- Updates to Cashmere's Zoning Code to allow churches as a permitted use within certain zoning districts.
- Review and Update Cashmere's Park & Recreation Plan

Director Botello discussed the proposed Planning Commission projects for 2016, which included;

- Update Cashmere's Comprehensive Plan
 - ✓ Update population projections and allocations
 - ✓ Update capital facilities
- Update Cashmere's Transportation Plan
 - ✓ Update capital facilities
- Text or zoning code amendments
- Review Cashmere's Zoning Code

Mayor Gomes and the City Council thanked the Planning Commission for all of their hard work.

SOLID WASTE REQUEST FOR PROPOSALS UPDATE AND RECOMMENDATION

MOVED by Councilor Erickson and seconded by Councilor Moore to authorize City Solid Waste RFP Committee, consisting of City Attorney Chuck Zimmerman, Mayor Gomes, Clerk-Treasurer Kay Jones and Director of Planning & Building Mark Botello, to negotiate the terms of a contract for solid waste collection and recycling services with Sunrise Disposal, Inc., subject to final review and approval by the City Council. Motion carried

SELECTION OF 2016 GENERAL MUNICIPAL ENGINEERING SERVICES AND SURVEYING SERVICES

The City published a request for Statement of Qualifications for general municipal engineering and surveying services. City staff scored the firms that submitted and made recommendations for council's approval.

MOVED by Councilor Erickson and seconded by Councilor Pratt to select RH2 Engineering for general municipal engineering services for 2016 and to continue the existing general services agreement. Motion carried

MOVED by Councilor Pratt and seconded by Councilor Smith to select Fitzpatrick Surveying for general municipal surveying services for 2016 and to continue the existing general services agreement. Motion carried

CHANGE ORDER #1 TO THE 2016 POOL IMPROVEMENTS CONTRACT FOR THE PURCHASE OF POOL CHEMICAL CONTROLLER AND POOL COATING REPAIRS

The proposed Change Order #1 is for additional work on problems discovered after the pool cover was removed and the water was drained. Inspection of the pool with no water showed that the pool plaster was much worse than previously determined. Staff's recommendation is to complete the work on the pool plaster immediately due to the amount of damage and the findings listed below.

The existing rough surface and condition of the pool plaster and the potential for cutting feet causes a public safety issue. This work should be completed this year since the pool is drained and a pool specialist contractor is currently on site. Having this contractor perform the work would save money on contractor mobilization and additional consulting fees.

This is a time sensitive project, because the work needs to be completed by mid-May and having two separate contractors onsite at the same time would create a working condition conflict and potentially delay the pool opening.

Staff has reviewed the contractor's qualifications and made a reference call to Twisp who is doing similar work and the contractor's references were favorable.

The proposed pool coating will protect the existing structural shotcrete and plaster from more damage, such as plaster flaking and by filling in the small hair-line cracks.

MOVED by Councilor Fletcher and seconded by Councilor Erickson to approve Change Order #1 to the 2016 Pool Improvements Contract based on staff's findings. Motion carried

PROGRESS REPORTS

Mayor Gomes informed the council that Chelan County PUD discussed the City's high energy usage at the city pool. They recommend installing energy efficient heat pumps, which will be paid for by PUD's conservation program.

City's Engineer Erik Howe reported that the 5:00 p.m. meeting regarding the Rank Road project had a good turnout.

Director Botello reported that the Chamber Manager gave her two week notice so the Chamber will be advertising for a new manager.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:20 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer

Staff Summary

Date: February 22, 2016
To: Cashmere City Council
Mayor Gomes
From: Mark Botello
RE: Selection of Contractor for Skate Park design

The City requested quotes for the design and build of Cashmere's proposed Skate Park. Three companies were notified utilizing our Small Works Roster. The companies that were notified are identified below. The two companies that submitted are Evergreen Skate Parks and Gridline Skate Parks:

[Dreamland Skateparks](#)

Design/Build
960 SE Hwy 101
PMB 384
Lincoln City, Oregon 97367-2622
1-503-577-9277
danyel@fastmail.fm

[Evergreen Skateparks](#)

Design/Build
5327 SE 69th Ave.
Portland, OR 97206
(503) 804-1193
evergreenskateparks@gmail.com

[Grindline Skateparks](#)

Design/Build
4619 14th Ave SW
Seattle, WA 98106
206-932-6414
info@grindline.com

On February 17, 2016 Cashmere's Skate Park Committee reviewed the two Quotes, which also include qualifications and past skate park development projects and the Committee have recommended utilizing Evergreen Skate Parks of Portland for the project. The scope and fee for this project is a not to exceed \$7,000 and which would include two open public works shops.

The construction approval would come later after approval of construction documents by Park Users, City and Washington State Recreation Conservation Office.

Recommendation:

Staff recommends Selection of Evergreen Skate Parks for Cashmere's proposed skate park design project and Authorize Mayor Gomes to Sign the Agreement.

CITY OF CASHMERE PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is entered into this date between the CITY OF CASHMERE (“CITY”), a Washington municipal corporation, and EVERGREEN SKATEPARKS (“CONSULTANT”).

In consideration of the mutual covenants and agreements contained herein, the CITY and CONSULTANT mutually agree to the following terms and conditions:

1. RETENTION OF CONSULTANT. The CITY retains the CONSULTANT to perform the SCOPE OF WORK consulting services. The CONSULTANT agrees to perform, according to the best of its professional ability and skill, the requested consulting services authorized by the CITY. All work shall be done under the direction of the City Mayor or his or her designee. CONSULTANT recognizes and agrees this is a non-exclusive consulting relationship between the CITY and CONSULTANT, and CITY may, from time to time, utilize the services of others to perform services similar to those anticipated to be performed by CONSULTANT pursuant to the terms of this Agreement.

2. TERM OF AGREEMENT. The term of this Agreement shall be from the 22ND day of February, 2016, until completion of the SCOPE OF WORK or until terminated by either party, whichever first occurs.

3. INDEPENDENT CONTRACTOR. The CONSULTANT and the CITY agree that the CONSULTANT is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits afforded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the State Industrial Insurance program, or otherwise assuming the duties of an employer with respect to the CONSULTANT, or any employees of CONSULTANT.

4. CONSULTING SERVICES. The CONSULTANT shall provide services as authorized by the CITY as identified in the SCOPE OF WORK, attached hereto marked as Exhibit “A” and made a part of this Agreement as if set forth in full herein.

5. PROJECT LEAD PERSON. The project lead person assigned by CONSULTANT to communicate with the CITY on behalf of CONSULTANT shall be Billy Coulon or Catherine Coulon.

6. CITY’S RESPONSIBILITIES. The CITY’s responsibilities under this Agreement will include the following:

6.1 Make reasonable effort to gain full and free access for the CONSULTANT to enter upon all property required for the performance of the CONSULTANT's services under this Agreement and to which the CONSULTANT advises the CITY that the CONSULTANT needs access; provided that the CITY shall not be required to use its condemnation powers or to pay a property owner to gain such access;

6.2 Provide CONSULTANT with information, comments, and reports and recommendations as reasonably requested by CONSULTANT in order to enable CONSULTANT to provide the CONSULTANT's services. CITY shall provide these items in a timely manner so the orderly and sequential delivery of services by CONSULTANT may occur;

6.3 Give verbal notice to be followed by written notice within one week of verbal notice to the CONSULTANT whenever the CITY observes or becomes aware of any defect or deficiency in a project or other event which may substantially affect the CONSULTANT's performance under this Agreement; and

6.4 Compensate, as provided by this Agreement, the CONSULTANT for services rendered under this Agreement.

7. QUALITY OF SERVICES. CONSULTANT was selected by the CITY to perform services pursuant to the terms of this Agreement based upon CONSULTANT's professional experience and qualifications, and CONSULTANT agrees to perform services for the CITY in a professional manner consistent with the highest standard of performance of similar services reasonably expected and recognized in the Chelan-Douglas County area. CITY and CONSULTANT agree to act in good faith with one another with respect to performance of the terms of this Agreement.

8. CONSULTING FEES AND COSTS.

8.1 CONSULTANT shall provide professional services for which the CITY shall compensate the CONSULTANT at the rates set forth in Exhibit "B" to this Agreement. Reimbursable costs shall only include the actual amount of bills for materials and services provided specifically for CITY projects by third parties. CONSULTANT shall endeavor to direct all costs of this nature to the CITY for direct payment by the CITY, when such costs exceed \$300.

8.2 Reimbursable costs shall not include travel time or mileage expense associated with travel time of CONSULTANT to travel to the CITY to provide services for the CITY.

8.3 CITY will be responsible for reimbursing CONSULTANT for expenses incurred on the CITY's behalf. These may include postage, special deliveries, photocopying at the rate of ten cents per page, government filing

and search charges, and any other reasonable out-of-pocket expenses approved in writing by the CITY Mayor.

9. BILLINGS AND PAYMENTS. The billings for the CONSULTANT's services shall identify at a minimum the following:

- 9.1 The project for which the services are provided;
- 9.2 The date on which the services are provided;
- 9.3 The individual performing the services;
- 9.4 The hourly rate of the individual performing the services;
- 9.5 The time expended to perform the services; and
- 9.6 A brief description of the services provided.

CONSULTANT shall bill the CITY monthly for services provided by the CONSULTANT for the previous month. The CITY shall pay CONSULTANT's bills or notify CONSULTANT that a dispute exists concerning CONSULTANT's bill within forty-five (45) days of receipt of the CONSULTANT's bill.

In the event the CITY notifies the CONSULTANT that a dispute exists concerning the bill, the CITY and CONSULTANT will meet in an effort to resolve the dispute. If the CITY and CONSULTANT are unable to resolve the dispute to both parties' satisfaction, then the CONSULTANT must file suit to resolve the dispute concerning the bill in accordance with the other provisions of this Agreement. Any suit filed for purposes of resolving a dispute concerning a disputed bill must be filed by the CONSULTANT within one hundred twenty (120) days of the date the bill is sent to the CITY or the CONSULTANT's request for payment from the CITY shall be deemed waived.

Interest charges on invoices for CONSULTANT's services shall be computed at the rate of eight percent per annum.

10. INDEMNIFICATION. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its agents or employees, in connection with the services required by this Agreement, provided however, that:

- 10.1 The CONSULTANT'S obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

10.2 The CONSULTANT'S obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an owner, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT; and

10.3 With respect to the performance of the services required by this Agreement and as to claims against the CITY, its officers, agents and employees, the CONSULTANT expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for herein extends to any claim brought by or on behalf of any employee of the CONSULTANT and includes any judgment, award or costs thereof, including attorney's fees. **THIS WAIVER IS MUTUALLY NEGOTIATED BY AND BETWEEN THE CITY AND THE CONSULTANT.**

The CONSULTANT agrees that its obligation and agreement to indemnify, defend, and hold harmless pursuant to this provision, includes the agreement of CONSULTANT to reimburse the CITY for all of the CITY's costs and reasonable attorney's fees incurred as a result of any action of the CITY to enforce this provision.

11. INSURANCE. CONSULTANT shall have in place, at all times, comprehensive motor vehicle insurance with coverage for personal injury and property damage claims arising out of the use of motor vehicles with combined single limits of \$100,000.00 per person and \$300,000.00 per occurrence. A Certificate of insurance coverage as required herein shall be delivered to the CITY within fifteen (15) days following execution of this Agreement by CITY.

12. SEVERABILITY. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

13. ASSIGNMENT. The CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY, which written consent may be withheld by the CITY for any or no reason.

14. REPORT OWNERSHIP. All original reports and other work prepared by the CONSULTANT, as provided under this Agreement, shall become the sole property of the CITY upon final payment to the CONSULTANT of the CONSULTANT fees as set forth in this Agreement. CONSULTANT may use electronic or other copies of any final work prepared for the CITY as promotional materials for CONSULTANT's business.

15. ATTORNEY'S FEES. Except as otherwise specifically provided in this Agreement, in the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, each party shall pay for its own costs and reasonable attorney's fees.

16. WAIVER OF BREACH. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.

17. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in the Chelan County Superior Court.

18. COPYRIGHT. No reports, documents, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the CONSULTANT.

19. AGREEMENT TERMINATION. The CITY or CONSULTANT may terminate this Agreement by giving thirty (30) days' written notice to the other party. In such event, the CITY shall forthwith pay the CONSULTANT in full for all work previously authorized and performed prior to the effective date of the notice of termination. In the event of termination, the CONSULTANT agrees to cooperate reasonably with any CONSULTANT thereafter retained by the CITY in making available information developed as the result of work previously performed by the CONSULTANT. If no notice of termination is given, relationships and obligations created by this Agreement, unless otherwise expressly provided, shall be terminated upon completion of all applicable requirements of the Agreement.

20. ACCESS TO RECORDS. The CITY and authorized representatives of the State and Federal Governments shall have access to any books, documents, papers, and records of the CONSULTANT which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, transcriptions, and otherwise reviewing or monitoring the financial and other components of the work and services provided and undertaken as part of a project under this Agreement. Access to such books, documents, papers, and records shall be provided by whatever legal and reasonable means are deemed appropriate by the CITY or authorized state or Federal representative.

All such records and all other records pertinent to this Agreement, and work undertaken pursuant to this Agreement, shall be retained by the CONSULTANT for a period of six years, unless a longer period is required to resolve audit findings or litigation. In such cases, the CITY may request, and the CONSULTANT shall abide by, such longer period for record retention.

21. INTEREST OF CITY OFFICIALS. No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the terms of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement and the CITY and CONSULTANT shall take appropriate steps to assure compliance.

22. INTEREST OF CONSULTANT AND EMPLOYEES. The CONSULTANT covenants that it shall not acquire interest, direct or indirect, in any study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services on behalf of the CITY pursuant to this Agreement.

23. REPORTS AND INFORMATION. The CONSULTANT, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request

pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

24. COMPLIANCE WITH LAWS. The CONSULTANT shall comply with all existing and hereafter enacted applicable laws, ordinances, and codes of the federal, state, and local governments.

25. NOTICES. Notices provided for in this Agreement shall be provided by hand delivery or via U.S. mail, postage prepaid, to the addresses for giving notices provided at the end of this Agreement, or as such addresses may be changed by a party in writing from time to time.

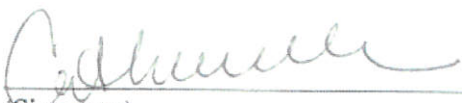
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26. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CITY and the CONSULTANT. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and CONSULTANT and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CITY and CONSULTANT and not for the benefit of any other party.

APPROVED by the City of Cashmere,
Washington, the _____ day of _____,
_____, 20____.

Jeff Gomes, Mayor

APPROVED by CONSULTANT the
18 day of February, 2016.


(Signature)

Catherine Calton
(Print Name)

Owner
(Print Capacity of Signor)

Address for Giving Notices:

CITY OF CASHMERE

Attn: Mayor
101 Woodring Avenue
Cashmere, WA 98815

Phone: (509) 782-3513

Address for Giving Notices:

5327 SE 69th Ave. Portland, OR 97206

Attn: Catherine

Phone: (503) 807-0103

Exhibit "A"
Scope of Work

The CONSULTANT will furnish all labor associated with the design services, engineering services, landscape design services, administration services, design materials, design equipment, transportation services to meet the requirements of this scope of work and specifications.

Scope and fee shall be inclusive of all costs (sales tax included), and shall not exceed \$7,000.

CONSULTANT is required to provide a projected design of poured in place skate park elements. Skate Park shall include skate levels for beginners, intermediate and advanced with a combination of bowls and plaza type designs.

CONSULTANT shall provide full site on construction drawings for City and users review and revise/finalize plan with final staff and user input. A minimum of two public meetings with users to gather input is required and is part of this Agreement.

CONSULTANT shall provide minimum of 11-inch x 17-inch format construction drawings and a 3D rendering and a CD of the final design.

This scope of work shall include final approval from City and Washington State Recreation Conservation Office (RCO) approvals.

Steel prefabricated equipment or precast concrete equipment will not be accepted as part of the project.

Basic Standards and Requirements:

- Coping and steel edging must be cleaned, primed and painted correctly.
- At no point shall standard 'flat' concrete be less than 5" thick.
- At no point shall ramp or bank concrete be less than 6" thick.
- At no point shall reinforcing steel be smaller than 3/8" rebar. Welded wire mesh may be used WITH—but not in place of—rebar.
- At no point shall reinforcing steel be spaced more than 12" on center except in flat pours where 18" is acceptable.
- No concrete shall have a comprehensive strength less than 4000 psi unless otherwise noted on city approved plan or allowed by City.
- Water added on site shall not exceed 1 gallon per yard remaining on truck unless allowed by client.
- All concrete should be poured in place and obtained from a plant not further than 30 miles from construction site.
- Concrete must be placed completely within 120 minutes of leaving batch plant.

- No concrete shall have an aggregate smaller than 3/8”.
- No concrete shall be poured at a slump greater than 5”.
- All vertical faces shall be vibrated smooth with no voids or projections.
- Steel coping shall be anchored by welded steel anchors. Rebar is NOT considered a steel anchor. All anchors shall be at minimum cold rolled black steel rod or bolts.
- Steel coping anchors shall never be placed within 2” of surface of concrete to avoid cracking and rust broadcast.
- ALL concrete shall have a 1/8” radius tooled edge in any instance where it comes in contact with steel edging.
- Vertical 1/4” steel plate is excepted from above requirement.