



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, JULY 25, 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 June 11, 2016 Regular Council Meeting
2. Payroll and Claims Packet Dated July 25, 2016
3. Public Hearing for Monday, August 8, 2016 at 6:00 pm on the Transportation Improvement Plan

BUSINESS ITEMS

1. Tree Committee Introductions and Update
2. Selection of contractor for the Riverside Park Parking Lot Development
3. Franchise Extension Agreement with Falcon Video Communications (Charter)
4. Surplus list for garbage and recycling equipment

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, JULY 11, 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	

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Mayor Gomes announced that the Washington Surveying and Rating Bureau has completed its evaluation of the fire protection capabilities of the City of Cashmere as they relate to fire insurance rating. The Cashmere Fire Department has improved from Protection Class 7 to Protection Class 6, effective November 1, 2016. The new Protection Class will have a positive effect on insurance premiums.

PUBLIC COMMENT PERIOD

Larry Bruehl residing at 111 C White Birch addressed the council regarding the construction of the building on the corner of Woodring Street and Cottage Avenue.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of June 13, 2016 Regular Council Meeting

Minutes of June 27, 2016 Meeting was cancelled

Payroll and Claims Packet Dated June 27, 2016

Claim Check Nos. EFT 05/2016 and #36923 through #36953 totaling \$389,835.82

Manual Check Nos. #36921 and #36922

Payroll and Claims Packet Dated July 11, 2016

Claim Check Nos. DOC L&I #36975 and #36984 through #37024 totaling \$60,219.07

Payroll Check Nos. #36954 through #36972 totaling \$118,798.17

Manual Check Nos. #369973, #36974 and #36976 through #36983

MOVED by Councilor Moore and seconded by Councilor Pratt to approve the consent agenda with the minor amendments to the minutes. Motion carried

SHERIFF BRIAN BURNETT – CHELAN COUNTY SHERIFF'S OFFICE

Sheriff Brian Burnett hit the highlights of the 2015 Chelan County Sheriff's Office report. Sheriff Burnett introduced Sergeant Bruce Long. Mayor Gomes stated that he and Sergeant Long communicate often by email and the relationship is working well.

AGENDA ITEMS 2 THROUGH 6 DISCUSSION

City Attorney Chuck Zimmerman explained to the council that agenda items 2 through 6 are a result of signing the agreement with Waste Management for Solid Waste Services. The two ordinances and three resolutions are all connected so he suggested the council discuss all of the items before approving any of them.

Ordinance 1249 amends the regulations regarding garbage, solid waste and recycling to coincide with the Agreement with Waste Management. The ordinance also repeals Chapter 8.14 which terminates the City Mulching Center operations. The Mulching Center will be for city use only and public will no longer have access.

Ordinance 1250 amends the B&O tax terminology for solid waste and recycling service, which coincides with the Collection Agreement. This is not a change or an increase in current City practice regarding utility tax.

Resolution 02-2016 amends utility and billing policies, removing sections regarding garbage collection, recycling, mulching center tickets and grass pickup services. The City will still provide spring and fall brush pickup.

Resolution 03-2016 amends the miscellaneous rates to include the charges for brush pickup and Resolution 04-2016 repeals all the current rates related to solid waste collection services.

The two ordinances and three resolutions all take effect on October 1, 2016, which is the same day that Waste Management takes over collection services.

ORDINANCE 1249 AMENDING REGULATIONS REGARDING GARBAGE, SOLID WASTE AND RECYCLING

MOVED by Councilor Fletcher and seconded by Councilor Moore to adopt Ordinance 1249 amending regulations regarding garbage, solid waste and recycling. Motion carried

ORDINANCE 1250 AMENDING THE B&O TAX TERMINOLOGY FOR SOLID WASTE AND RECYCLING SERVICES

MOVED by Councilor Fletcher and seconded by Councilor Moore to adopt Ordinance 1250 amending the B&O terminology for solid waste and recycling services. Motion carried

RESOLUTION 02-2016 AMENDING RESOLUTION 02-2014 ADOPTING GENERAL UTILITY AND BILLING POLICIES

MOVED by Councilor Moore and seconded by Councilor Erickson to adopt Resolution 02-2016 amending Resolution 02-2014 adopting General Utility and Billing Policies. Motion carried

RESOLUTION 03-2016 AMENDING RESOLUTION 01-2014 ADOPTING RATES AND CHARGES FOR GENERAL LICENSES AND PERMITS, AND MISCELLANEOUS FEES

MOVED by Councilor Erickson and seconded by Councilor Pratt to adopt Resolution 03-2016 amending Resolution 01-2014 adopting rates and charges for General Licenses and Permits, and Miscellaneous Fees. Motion carried

RESOLUTION 04-2016 REPEALING RESOLUTION NO 12-2012 CURRENT RATES RELATED TO SOLID WASTE COLLECTION SERVICES

MOVED by Councilor Fletcher and seconded by Councilor Moore to adopt Resolution 04-2016 repealing Resolution 12-2012 current rates related to Solid Waste Collection Services. Motion carried

SELECTION OF CONTRACTOR FOR THE 2016 CHIP SEAL PROJECT

The City utilized the Small Works Roster for the 2016 Chip Seal project. Out of the three bids the City received Tommer Construction was the apparent low bidder at \$46,945. Staff budgeted \$106,000 for all of the streets in the Chip Seal project. This last portion of the project along with the other streets that have already been completed brings the amount less than \$4,000 over budget. The budget will be amended \$4,000 with approval of this project.

MOVED by Councilor Moore and seconded by Councilor Erickson to select Tommer Construction for the 2016 Chip Seal project and authorize the Mayor to sign the Agreement. Motion carried

PROGRESS REPORTS

Director Mark Botello reported that the City Pool improvements have been completed. Also, utilities to the new restroom at Riverside Park have been installed and the restroom itself will be delivered on July 27th.

EXECUTIVE SESSION – To Discuss Potential Litigation

At 7:44 p.m. Mayor Gomes closed the regular session to enter into an executive session to discuss potential litigation for approximately 10 minutes. No decisions will be made when back in regular session.

Executive Session was extended an additional ten minutes. There was no public present to inform.

Regular session was reconvened at 8:11 p.m.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 8:11 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer



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CITY OF CASHMERE NOTICE OF PUBLIC HEARING TRANSPORTATION IMPROVEMENT PROGRAM

Whereas, 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

Whereas, pursuant further to said law, a public hearing is required on said program, the City Council of the City of Cashmere will hold a public hearing on Monday, August 8, 2016 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, July 27, 2016

Staff Summary

Date: July 25, 2016

To: Cashmere City Council
Mayor Gomes

From: Mark Botello

RE: Tree Committee Introductions & Updates

I will have Cashmere's Tree Committee members at the Monday Council meeting for introductions and updates.

The Tree Committee members are:

- Ed Myers (105 Chase Ave)
- Steve Crossland (305 Aplets Way)
- Anne McClendon (101 Valley Street)
- Jan Evans (910 Pioneer Ave)
- Maureen Stoffel (319 Olive St.)
- David Hobbs (206 Washington St.)

The mayor and city council may annually appoint a committee of not more than seven citizens to sit as members of the tree committee. The tree committee shall provide the mayor with advice and information as to the supervision, direction and control of the care, trimming, removal and relocation and placement of vegetation in the public streets and areas of the city. It is understood that the committee shall act in an advisory capacity only.

The Tree City USA program is a national program that provides the framework for community forestry management for cities and towns across America. Communities achieve Tree City USA status by meeting four core standards of sound urban forestry management, which are:

- Maintaining a tree board or department
- Having a community tree care ordinance
- A community forestry program with an annual budget of at least \$2 per capita,
- An Arbor Day observance and proclamation

The City of Cashmere is the 4th oldest Tree City in the State of Washington. (Total of 88 Tree City Communities in WA). <https://www.arborday.org/programs/treecityusa/directory.cfm>

- Ellensburg 33 years
 - Longview 32 years
 - Seattle 31 years
 - **Cashmere 29 years**
 - Wenatchee 10 years
 - Chelan 9 years
 - Entiat 16 years
 - East Wenatchee 0 years
 - Leavenworth 0 years
-

Chapter 12.28 TREES AND PLANTS

Sections:

- 12.28.010 Short title.
- 12.28.020 Purpose.
- 12.28.030 Definitions.
- 12.28.040 Enforcement authority.
- 12.28.050 Tree committee – Appointment – Advisory function.
- 12.28.060 Permission required to plant or remove trees.
- 12.28.070 Master street tree plan adopted.
- 12.28.080 Prohibited trees and plantings.
- 12.28.090 Permit required to cut, prune or spray vegetation – Exception.
- 12.28.100 Exceptions to CMC 12.28.090.
- 12.28.110 Nuisances – Owner’s duty – Action by city.
- 12.28.120 Infected or infested plant materials – Inspection and removal authority.
- 12.28.130 Prohibited acts.
- 12.28.140 Blanket permits for public utilities.
- 12.28.150 Permit – Contents – Expiration.
- 12.28.160 Interference with superintendent prohibited.
- 12.28.170 Appeals.
- 12.28.180 Master tree plan.

12.28.010 Short title.

The ordinance codified in this chapter shall be hereafter referenced to and cited as the “Tree Ordinance of the City of Cashmere, Washington.” (Ord. 488 § 2, 1975).

12.28.020 Purpose.

It is for the best interest of the city and of the citizens and public thereof that a comprehensive master plan for planting and maintenance of trees in public places within the city is adopted for the purpose of developing and providing such a plan and program, and for the purpose of establishing rules and regulations relating to the planting, care and maintenance of such trees. (Ord. 488 § 1, 1975).

12.28.030 Definitions.

As used in this chapter, the words and phrases in this section have the meanings ascribed to them as follows:

- A. "Owner" includes the legal owner of real property fronting any highway, street of the city, or park, and any lessee of such owner.
- B. "Park" includes all public parks having individual names.
- C. "Persons" includes all firms, associations, corporations, and persons connected with such firms, associations, and corporations.
- D. "Public places" includes all other grounds owned by the city.
- E. "Street" or "highway" includes all lands lying between the so-called property lines on either side of all public streets, roads, boulevards and alleys or parts thereof.
- F. "Superintendent of utilities" means the superintendent of utilities of the city.
- G. "Trees and shrubs" includes all woody vegetation now and hereafter growing on any public street or highway or public place. (Ord. 488 § 4, 1975).

12.28.040 Enforcement authority.

The mayor and the city council, through the superintendent of utilities or his duly authorized representative, shall have full power, authority, jurisdiction and control of the planting, location and placement of all trees in the public streets and areas of the city and shall likewise have supervision, direction and control of the care, trimming, removal, relocation and placement thereof and shall be charged with the enforcement of this chapter. (Ord. 488 § 3, 1975).

12.28.050 Tree committee – Appointment – Advisory function.

The mayor and city council may annually appoint a committee of not more than seven citizens to sit as members of the tree committee. The tree committee shall provide the mayor and the superintendent of utilities with advice and information as to the supervision, direction and control of the care, trimming, removal and relocation and placement of vegetation in the public streets and areas of the city. It is understood that the committee shall act in an advisory capacity only. (Ord. 488 § 3, 1975).

12.28.060 Permission required to plant or remove trees.

No trees or shrubs shall be placed in or removed from any street, public parking strip or other public place in the city without written permission from the superintendent of utilities. (Ord. 488 § 5, 1975).

12.28.070 Master street tree plan adopted.

All trees and shrubs planted in any public parking strip or other public place in the city shall conform as to species and location to the master street tree plan which is codified in CMC 12.28.180. (Ord. 488 § 6, 1975).

12.28.080 Prohibited trees and plantings.

It is unlawful to plant in any street or other public place in the city any tree of the cottonwood, box elder, Chinese elm, or poplar species or to plant any shrubs or hedges in the streets or other public places of the city, except that shrubs and hedges may be planted in designated public parks. In the case of a corner lot, existing hedges, shrubs, or any other plant material within 30 feet of the street intersection shall be trimmed and maintained so as not to stand more than three feet above the level of the sidewalk. On corners where existing embankments, retaining walls or other objects are placed, no plant materials shall be planted unless by permit from the superintendent of utilities. (Ord. 488 § 7, 1975).

12.28.090 Permit required to cut, prune or spray vegetation – Exception.

It is unlawful and is prohibited for any person other than the superintendent of utilities or his duly authorized agent or deputy to cut, trim, prune, spray, brace, plant, move, or replace any tree in any public street or other public place within the city, or to cause the same to be done, unless and until written permit to do so shall have first been obtained from the superintendent of utilities. Any such permit may be declared void by the superintendent if its terms are violated. Nothing in this section shall be construed so as to apply to the removal, under the direction of the city engineer's department, or the department of public works, of any root, tree, shrub, or plant or parts thereof when such removal is necessary for the construction of any sidewalks, sewer or public improvement, after having first notified the superintendent of utilities; except, that the superintendent of utilities shall give public notice of at least 30 days of the removal of any root, tree, shrub, or plant or parts thereof. Such notice shall be in the local legal newspaper and shall afford citizens the opportunity to object to the removal of such vegetation. Such notice requirement shall be suspended when an emergency situation exists. (Ord. 488 § 8, 1975).

12.28.100 Exceptions to CMC 12.28.090.

No person other than an owner or public utility may do any act for which a permit is required under CMC 12.28.090 except a person whose principal business is tree surgery, trimming or maintenance and who, in the opinion of the superintendent of utilities, is qualified for such business or who has obtained a permit and paid the required license fee to carry on such business in the city. (Ord. 488 § 9, 1975).

12.28.110 Nuisances – Owner’s duty – Action by city.

Any tree growing on a public alley, street or highway, but so located as to extend its branches over a public alley, street, or highway, shall be so trimmed by the owner of the property on which the tree stands, or by his agents, that there shall be a clear height of 12 feet above the surface of the street, alley or highway and eight feet above the surface of the sidewalks unobstructed by branches, and such owner or his agents shall remove all dead branches and stubs of such tree or trees which are or may become a menace to travelers on the public highways, streets, alleys or sidewalks of the city. Trees with roots which are causing upraised sidewalk slabs or are similarly causing trouble are declared a nuisance. If a tree or its parts in any other way cause a hindrance to the general public, or if it is considered troublesome, or in any way may endanger the security and usefulness of any public street, highway, alley, sewer or sidewalk, as determined by the superintendent of utilities, it is declared to be a public nuisance. If the owner of such private property does not correct or remove such nuisances within a reasonable time specified in writing by the superintendent of utilities, the superintendent shall cause the nuisance to be corrected or removed and the cost shall be assessed to such owner. (Ord. 488 § 10, 1975).

12.28.120 Infected or infested plant materials – Inspection and removal authority.

The superintendent of utilities may inspect all trees, shrubs and logs upon any property within the city limits. Upon discovering any such above mentioned plant materials to be infested with any serious disease or insects detrimental to the growth, health and life of such plants or adjoining plants, the superintendent of utilities shall at once notify in writing the owner, agent or occupant of the premises whereon the same is located of the condition thereof, and direct such person to eradicate, remove, and destroy these plant materials. If the owner, agent or occupant fails to comply within the time specified by the superintendent of utilities, he shall correct such conditions and the cost assessed to such owner, agent or occupant. (Ord. 488 § 11, 1975).

12.28.130 Prohibited acts.

A. Except to abate a nuisance as defined in this chapter, it is a violation of this chapter to:

1. Fasten any sign, card, poster, wire, rope or other material to or around or through any public tree or shrub, or its guard, in the city, without a written permit of the superintendent of utilities, except in emergencies such as storms or accidents;

2. Deposit, place, store or maintain upon any public area of the city any stone, brick, sand, concrete or other materials which may impede the free passage of water, air and fertilizer to the roots of any tree or shrub growing therein;
3. Break, injure, mutilate, kill or destroy any tree or shrub, or permit any fire to burn where such fire will injure any portion of any tree or shrub in any public area; no person shall permit any toxic chemical to seep, drain or be emptied on or about any public tree or shrub; no person shall knowingly permit electric wires to come in contact with any public trees or shrubs unless protected by approved methods; and no person shall attach any electrical insulation to any public tree or shall excavate any ditches, tunnels or trenches, or lay any drive within a radius of 10 feet from any public tree or shrub without first obtaining permission from the superintendent of utilities. During building operations the builder shall erect suitable protective barriers around public trees or shrubs apt to be injured;
4. Permit any leaks to exist in any gas pipes or mains laid beneath the surface of any street, alley or public place in the city by any person, firm, or corporation owning, maintaining, or operating such gas pipes or mains, or permit any leaks to exist within 40 feet of any tree now or hereafter growing in any street or public place in the city, and in the event that leaks exist or occur in such pipes or mains, it shall be the duty of the person, firm, or corporation owning or operating such defective pipes or mains to repair the same immediately, and stop such leak in a manner so as to prevent a recurrence of the same, and upon receiving written notice from the superintendent of utilities calling the attention of such person, firm, or corporation to the same.

B. Any person violating this section shall be guilty of an infraction which shall be punished by a fine of not more than \$50.00 for the first offense and not more than \$100.00 for each subsequent offense. (Ord. 848 § 1, 1995; Ord. 488 § 12, 1975).

12.28.140 Blanket permits for public utilities.

Upon application to the superintendent of utilities by a telephone, telegraph, electric power or public service corporation or utility, to trim trees, or perform other operations affecting public trees or shrubs, including the activities otherwise prescribed in CMC 12.28.100, or upon application of qualified contractors who have entered into contracts with a telephone, telegraph, electric power or other public service corporation or utility to trim trees or perform other operations affecting public trees or shrubs, the superintendent of utilities shall grant a blanket permit, good until revoked for cause, covering all tree trimming and other operations affecting public trees or shrubs in the city by such telephone, telegraph, electric power or other public service corporation or utility

or qualified contractor. The superintendent of utilities shall be notified of when and where such operations shall take place. The amount of such trimming or extent of the other operations shall be done in a neat, workmanlike manner, and according to generally accepted practices. If necessary, the superintendent of utilities may assign an inspector to supervise the provisions of the permit and the cost of such service shall be charged to the public service corporation or utility or contractor at cost. (Ord. 488 § 13, 1975).

12.28.150 Permit – Contents – Expiration.

Every permit granted by the mayor, or his authorized agent, shall specifically describe the work to be done under it and shall expire at the end of not exceeding 60 days from the date of its issuance, except for those permits issued under CMC 12.28.140. No charge shall be made for any permit. (Ord. 488 § 14, 1975).

12.28.160 Interference with superintendent prohibited.

No person shall prevent, delay or interfere with the superintendent of utilities or any of his assistants in the execution or enforcement of this chapter; provided, however, that nothing in this chapter shall be construed as an attempt to prohibit a public hearing or to prohibit any remedy, legal or equitable, in any court of competent jurisdiction for the protection of the property rights by the owner of any property within the city. (Ord. 488 § 15, 1975).

12.28.170 Appeals.

Appeals from order made under this chapter may be made by filing written notice thereof with the city clerk-treasurer within 10 days after such order is received, stating in substance that appeal is being made from such order to the city council. The clerk-treasurer thereupon shall call such appeal to the attention of the city council at the next regular succeeding meeting, at which meeting the appellant and the superintendent of utilities may present evidence, unless a future date is set for hearing the appeal. Action taken by the city council after such a public hearing shall be conclusive. (Ord. 488 § 16, 1975).

12.28.180 Master tree plan.

It is the intent of the ordinance codified in this chapter to accomplish the forestation and reforestation of the public areas of the city of Cashmere with species that are compatible with our locale and each particular location. Placement of vegetation should be consistent with the pedestrian and vehicular needs of our community. Maintenance and care for the public trees, as well as dissemination of information on the subject of tree care and maintenance will be the responsibility of the city of Cashmere and its designated representatives. (Ord. 488, 1975).

Staff Summary

Date: July 25th, 2016

To: Cashmere City Council
Mayor Gomes

From: Mark Botello

RE: Selection of Contractor for Riverside Park Parking Lot Development

The City utilized the Small Works Roster for the selection of contractor for the development of Riverside Park parking lot project. The City solicited three bids but received two bids from interested contractors. The contractors notified are Mitchell Trucking & Paving, Smith Excavation and RL Stewart Excavation.

The bids received are as follows:

- Mitchell Trucking & Paving: \$175,608.60
- Smith Excavation \$177,448.00
- RL Stewart Excavation No bid submittal

This is a budgeted item, and is part of the overall Riverside Park improvement project. Below is what we have spent or have committed funds:

	Item	Amount	
Riverside Park	Design	\$2,520.00	
Riverside Park	Surveying	\$6,285.00	
Riverside Park	Skate park	\$150,000.00	
Riverside Park	Restrooms	\$68,534.43	
Riverside Park	Parking Lot	\$175,608.00	
Riverside Park	Sewer	\$8,269.00	Sewer Capital
Riverside Park	Water	\$8,269.00	Water Capital
Riverside Park	Power	\$8,269.00	
Total		\$427,754.43	

Recommendation:

Staff recommends approval of the Contract between the City of Cashmere and Mitchell Paving & Trucking, Inc and authorize Mayor Gomes to sign the Contract for the development of Riverside Park parking lot.

CITY OF CASHMERE

Small Works Construction Contract

Project: Riverside Park Parking Lot Development

THIS CONTRACT is entered into by and between the City of Cashmere, Washington (hereinafter the "City") and Mitchell Trucking & 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: \$175,608.60.
- 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 60 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 20th day of July, 2016 by the contractor.

Jody Mitchell
(Signature)

JODY MITCHELL, VICE PRESIDENT
(print Name and Title)

Contractor, Address and Phone Number:
MITCHELL TRUCKING & PAVING, INC.
3223 NW ALAN AVE.
EAST WENATCHEE, WA 98802
884-5928



City of Cashmere

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

Riverside Park Parking Lot Development 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 Riverside Park Parking Development Project". The project is as follows:

- Parking lot site grading, sidewalk, curb & gutter, storm water swales and misc site work and commercial HMA per engineered plan and specifications.

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, JULY 20, 2016 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- SITE GRADING, MISCELLANOUS WORK & COMMERCIAL HMA:

- Dig-out drywells/retention pond area as identified on the site plan and drywells/retention ponds shall be ready for hydro-seed (Hydro-Seed done by others).
- Grade and apply rock and Commercial HMA to parking lot area per engineered plans & specifications.
- Install concrete sidewalk, curb & gutter per engineered plans & specifications.
 - Install one ADA ramp; WSDOT Type A Perpendicular (middle of parking lot as determined by City)
- Finish site grading for hydro-seed.
- Install HMA pathways per landscape plan (2-inches HMA & 6-inches rock and pathway flush with grass)

LICENSE & CITY REQUIREMENTS:

- Quote shall include City of Cashmere sales tax as applicable.
- Contractor must be on the City's Small Works Roster
- Individual concrete parking curbs and parking paintings provided and/or installed by City.

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 MITCHELL TRUCKING & PAVING, INC.

TOTAL AMOUNT (SALES TAX INCLUDED.082): \$ 175,608.60

START WORK DATE: 08/15/16

FINISH WORK DATE: 09/16/16

AUTHORIZED REPRESENTATIVE (PRINT) JODY MITCHELL

AUTHORIZED SIGNATURE *Jody Mitchell*

Dated this 15TH day of JULY, 2016.

FRANCHISE EXTENSION AGREEMENT
CASHMERE, WASHINGTON

WHEREAS, Falcon Video Communications, L.P., locally known as Charter Communications ("Charter") currently holds a cable franchise with the City of Cashmere, Washington ("City"), granted by Ordinance No. 592 ("Franchise") on July 23, 1979, as amended by Ordinance No. 835 on August 8, 1994 and Ordinance No. 953 on September 13, 1999; and

WHEREAS, the City initially extended the term of the Franchise until December 31, 2010; November 30, 2011; May 31, 2012; July 31, 2012 and thereafter on a month-to-month basis; and

WHEREAS, the City and Charter have agreed to extend the existing franchise to expire at the same time as the Master Cable Service Franchise established by Ordinance No. 1073; and

WHEREAS, it is in the public interest to further extend the current Franchise for an additional period of time so that cable service to the public will not be interrupted.

NOW, THEREFORE, the Franchise of Charter shall be extended through December 14, 2020. All other terms and conditions of the existing Franchise shall remain the same. The parties continue to reserve all rights under the formal procedures of Section 626 of Title VI of the Communications Act of 1934, as amended, and do not waive any rights related thereto.

APPROVED this ____ day of _____, 2016

City of Cashmere, Washington

By: _____

Print Name: _____

Title: _____

ACCEPTED this ____ day of _____, 2016

Falcon Video Communications, L.P.

By: Charter Communications VII, LLC its General Partner

By: Charter Communications Inc., its Manager

Print Name: _____

Title: Vice President, Government Affairs

Charter Communications

Staff Summary

Date: July 21, 2016
To: Mayor & City Council
From: Kay Jones, Clerk-Treasurer
RE: 2016 Surplus Garbage Equipment

Due to Waste Management taking over the collection of solid waste and recycling October 1, 2016, staff is recommending the following list of garbage and recycling equipment to be declared surplus as of the takeover. The Mayor and staff will determine a minimum value and negotiate the best possible price. All items will be sold as soon as they are no longer in use.

Garbage Truck
Recycling Truck
Bailing Machine
Garbage carts and dumpsters

Staff Recommendation:

Move to declare the listed items surplus and authorize Mayor and staff to negotiate the sale price.
