

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 22, 2015 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 22, 2015 Regular Council Meeting
- 2. Payroll and Claims Packet Dated June 22, 2015

BUSINESS ITEMS

- 1. Tom Green 9/11 Memorial update
- 2. Evergreen Mountain Bike Alliance Agreement for pump track
- **3.** Resolution No. 05-2015 Six-Year Transportation Plan (TIP)
- 4. Utility Clerk Employment Agreement

PROGRESS REPORTS

<u>ADJOURNMENT</u>

MINUTES OF THE CASHMERE CITY COUNCIL MEETING MONDAY, JUNE 8, 2015 AT CASHMERE CITY HALL

OPENING

Mayor Jeff 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> Not Present

Mayor: Jeff Gomes

Council: Skip Moore

Jim Fletcher Dave Erickson Bob Abramoski David Sherman

Staff: Kay Jones, Clerk-Treasurer

Mark Botello, Planning/Building Chuck Zimmerman, Attorney

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Director Botello announced that the Cashmere High School and the Rotary Club installed the first Little Library at Ardeta Park. This is the first Little Library of six that will be installed in the Cashmere Area.

Tommer Construction will start the Chip Seal project next week.

Mayor Gomes reported on the various meetings he's attended in June.

PUBLIC COMMENT

The following people all voiced their concern and opposition to the roundabout. Roy Vanslyke at 5429 Binder Rd., is upset there are no plants downtown this year and the roundabout just won't work.

Kim Phillips at 305 Angier believes the roundabout will cause people to drive through Cashmere, she thinks it's too close to the schools and unsafe for the kids, and she's upset about the loss of parking spaces and that the project manager doesn't live in Cashmere.

Kameon Smith at 205 Chapel asked the council to reconsider the roundabout and think of the business owners.

Derrick Pratt at 102 Cottage believes there was a lack of public disclosure and is concerned with the loss of parking spaces. He put out a petition at his business and there are 400 signatures against the roundabout.

City Council Minutes June 8, 2015 Page 2

Maureen Stolte at 217 S. Division St. stated there have not been any accidents in 10 years and the roundabout just won't work.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of May 26, 2015 Regular Council Meeting Payroll and Claims Packet Dated June 8, 2015

Claims Check #35684 and #35686 - #35732 totaling \$55,596.78 Payroll Check #35680 - #35683 totaling \$103,847.12

Manual Check #35685

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

PUBLIC HEARING ON SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN

At 6:18 p.m. Mayor Gomes opened the public hearing on the Six Year Transportation Improvement Plan. There were no questions or comments from the public. The hearing was closed at 6:19 p.m. Director Botello gave a brief description of the projects and their prioritization. No action was needed at this time. The TIP will be approved by resolution at a later date.

SHERIFF BRIAN BURNETT – 2014 CHELAN COUNTY SHERIFF'S OFFICE ANNUAL REPORT Sheriff Brian Burnett presented the 2014 Chelan County Sheriff's annual report. The relationship between the City and the Sheriff's Office is good. Sheriff Burnett's goal is to have a community that is safer than most.

ACCEPTANCE OF COMPLETION OF SIMPSON PARK PARKING LOT PAVEMENT PROJECT MOVED by Councilor Fletcher and seconded by Councilor Sherman to accept the Simpson Park Parking Lot Pavement project. Motion carried.

ACCEPTANCE OF COMPLETION OF WWTF ASPHALT DRYING PAD PROJECT

MOVED by Councilor Moore and seconded by Councilor Abramoski to accept the WWTF Asphalt Drying Pad project. Motion carried.

PROGRESS REPORTS

Director Botello reported that staff is working with consultants on the Riverside Park irrigation system to pinpoint the problem. Once completed the grass should start greening up quickly.

The Hydroseeding has been completed around the new restrooms.

Councilor Sherman encouraged everyone to guide people to the 9/11 Memorial website. It has great information and you can make donations online.

City Council Minutes June 8, 2015 Page 3	
ADJOURNMENT Mayor Gomes adjourned the meeting at 6:4	7 p.m.
	Jeff Gomes, Mayor
Attest:	
Kay Jones, Clerk-Treasurer	_

Staff Summary

Date: June 22, 2015

To: Cashmere City Council

Mayor Gomes

From: Mark Botello

RE: Evergreen Mountain Bike Alliance Agreement for Pump Track

Please see attached Agreement between the City of Cashmere and Evergreen Mountain Bike Alliance for Construction of a Pump Track at Riverside Park. The location of the proposed Pump Track will be in the area of the sand volleyball court as shown below.

Staff will go over this at the Monday Council meeting.



Recommendation:

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

AGREEMENT BETWEEN THE CITY OF CASHMERE AND EVERGREEN MOUNTAIN BIKE ALLIANCE FOR CONSTRUCTION OF PUMP TRACK

This Agreement is entered into by and between the City of Cashmere, Washington, a Washington municipality (hereinafter the "City") and Evergreen Mountain Bike Alliance, a Washington non-profit corporation (hereinafter "Evergreen"), sometimes each individually referred to herein as a "Party" or collectively referred to herein as "Parties".

In consideration of the terms and conditions contained herein, City and Evergreen agree as follows:

- 1. City owns real property commonly known as Riverfront Park, a portion of which has historically been used as a sand volleyball court.
- 2. Evergreen has approached the City and requested authorization to volunteer to construct a bicycle pump track on the current sand volleyball court located at Riverfront Park.
- 3. The City hereby authorizes Evergreen to construct the pump track in accordance with the diagrams and instructions consisting of five (5) pages and attached hereto and marked as Exhibit "A". Evergreen agrees to construct the pump track in accordance with Exhibit "A".
- 4. During the time of construction, Evergreen will have exclusive control over the sand volleyball court area for the construction of the pump track and shall be responsible for all public safety and for the safety of its volunteers associated with the construction of the pump track. Evergreen shall indemnify, defend and hold the City and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from Evergreen's negligence or its officers, employees, agents, representatives, contractors, or volunteers negligence or their willful misconduct or Evergreen's breach of any of its obligations under this Agreement, provided that nothing herein shall require Evergreen to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City or the conduct of its agents, officers and employees, representatives, or contractors; and provided further that if the claims, demands or suits are caused by or result from the concurrent negligence of (a) Evergreen or its officers, employees, agents, representatives, contractors, or volunteers and (b) the City or its agents, officers, employees, representatives or contractors, this indemnity provision with respect to (1) claims, demands, or suits based upon such negligence (2) the costs to the City of

AGREEMENT
Page 1 of 3
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defending such claims, demands, or suits shall be valid and enforceable only to the proportionate extent of Evergreen's negligence or the negligence of Evergreen's officers, employees, agents, representatives, contractors, or volunteers.

- 5. Evergreen shall provide comprehensive commercial property coverage and general liability insurance coverage in forms acceptable to the City and with limits of at least \$2,000,000 per occurrence and in the aggregate, and shall provide proof of the existence of such insurance and shall name the City as an additional insured on such insurance prior to commencement of any work on the pump track pursuant to this Agreement.
- 6. Evergreen shall use only volunteer labor and equipment on the pump track construction project and the City will not be involved except to inspect the pump track upon completion and certify that the pump track was constructed in accordance with the representations set forth in Exhibit "A" to this Agreement.
- 7. This Agreement shall be effective following approval and execution by both Parties and Evergreen's compliance with the insurance provisions of this Agreement.
- 8. Evergreen shall not commence any work on the pump track project until it has been provided a written authorization to proceed signed by the Mayor of the City.
- 9. The term of this Agreement shall be until the pump track construction project has been completed, which date is anticipated to be no later than the $315 \pm day$ of August, 2015.
- 10. At the completion of the pump track construction project, the City Mayor shall provide to Evergreen a written statement that the project has been completed and is accepted by the City. Responsibility for the care and maintenance of the pump track shall thereafter become the responsibility of the City and not Evergreen.
- 11. The indemnification and insurance provisions of this Agreement shall survive termination of this Agreement and completion of the pump track work and acceptance of the same by the City and shall remain in force for a period of three (3) months following the date the Mayor provides the written acceptance that the pump track project work has been completed and is accepted by the City.
- 12. No City funds shall be spent on construction of the pump track project and no City staff or equipment will be used on the pump work project.
- 13. This Agreement 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 Agreement, binding on the parties.

APPROVED by the City Council of the City of Cashmere, Washington at an Open Public Meeting the day of June, 2015.	APPROVED this 5th day of June, 2015 by Evergreen Mountain Bike Alliance
	Call An
Jeff Gomes, Mayor	(Signature) (Print Name and Title)

pump track project and supersedes and replaces any verbal understanding or other

This document contains the entire agreement of the Parties with respect to the

commitments of the Parties.

Reference points

Start with Point A, then set the below relationships. Be sure to drive stakes into the centerpoints of all turns (A, B, C, E, G, K).

AB 60 feet BC 10 feet

AC 60.8 feet

AD 26 feet DE 26 feet

AE 36.8 feet

AF 34 feet

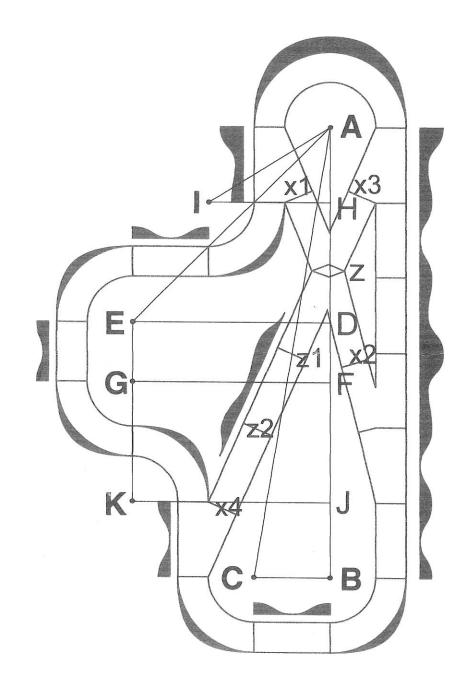
FG 26 feet EG 8 feet

DG 27.5 feet

HI 16 feet **AI** 18.9 feet

JK 26 feet GK 16 feet **FK** 30.5 feet

CK 19 feet



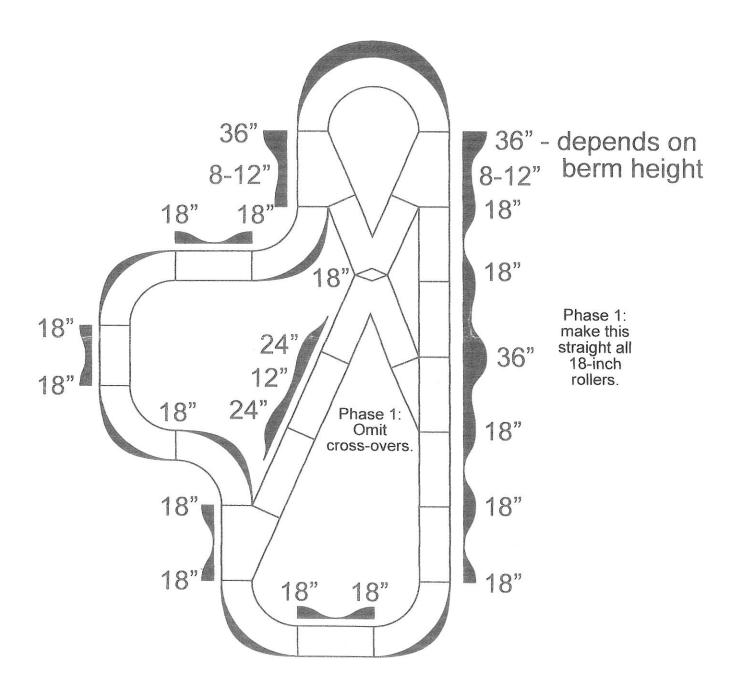


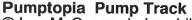
Pumptopia Pump Track
© Lee McCormack, Lee Likes Bikes LLC : April 17, 2014 Not to be shared or distributed.



Finished heights

Exact heights are not as important as smooth shapes. Make everything as round and flowy as possible!





Pumptopia Pump Track
© Lee McCormack, Lee Likes Bikes LLC : April 17, 2014
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Pumptopia Pump Track © Lee McCormack, Lee Likes Bikes LLC : April 17, 2014

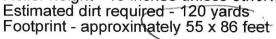
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General specs

Turn radii - 10 feet

Specing between elements - 10 feet, except inner roller-table line which is closer to 11

Roller height - 18 inches unless otherwise noted

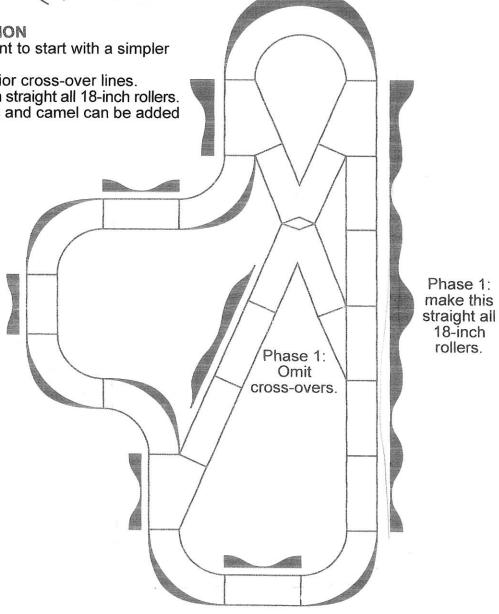


PHASE 1 OPTION

In case you want to start with a simpler build.

· Omit the interior cross-over lines.

· Make the main straight all 18-inch rollers. The crossovers and camel can be added later.





Basic directions

Refer to Welcome to Pump Track Nation for more details.

1. Mark the track

Set your reference points. See page 2 of this pdf.

Draw your turns

Using 10 feet of string attached to the stakes you drove at the reference points, paint the arcs of the berms. This will be the main riding line. Leave the stakes and string where they are; you'll use them to double-check your radii.

Mark the end points of the berms. These will become rollers. Draw lines like you see in the diagram.

Note: Your rollers will be as wide as the bucket on your skid steer, usually about four feet. Make your roller lines this long.

Mark the long straight

The endpoints of the berms should be 60 feet apart. Paint lines across the track at the ends of the berms and every 10 feet along the straight. The outside edge of the paint should be about 1 foot outside the ends of the arcs you painted for the turns. Remember, this is the main/fast riding line.

Mark transitional rollers

At each point marked x, draw another line that's angled to direct the rider across the track. These will become the transitional rollers that will guide riders into and out of the cross-over lines.

Because x4 will blend into the back of a berm, move it about two feet toward the inside of the track, from the end of the berm line you painted.

Mark the cross-over

Run string from the middles of the lines drawn at x1 and x2, as well as x3 and x4.

Mark the point where the lines cross. This will be your interchange roller. It's a hard shape to show on an overhead view. Check out this diagram.

The roller will work in all directions. Some riders will likely hip it from line to line, which will be fun.

Mark the inside roller-table

Space z1 and z2 evenly along the line from the cross-over to x4. You might need to massage this for field fit, but the spacing along this section will be about 11 feet.

2. Place dirt

Work your way around the track, starting with the 180 berm. Put the middle/top of your stack about 1 foot behind the line you painted. Remember, the goal is for the fastest riders to ride along the line you painted. For berms, pile the dirt about 20 percent higher than you want the finished berm to be.

As you finish piling each berm, add the entrance/exit rollers. Place the dirt perpendicular to the ends of the berm.

Place dirt for the cross-over lines then the long straight. Pile dirt almost twice as high as the desired rollers. For the camels, and roller-tables, pile dirt about 20 percent higher than you want the finished obstacles to be.

Keep in mind: Exact heights are not as important as good shape ...



3. Shape

No matter how carefully you design, measure and stack, a successful track relies on good shaping. Keep these things in mind.

Berms

As steep as possible. Shoot for 60 degrees or steeper at the tops. Smooth transition (constant-radius curve) from flat ground to steep bank. Fast riding line should have a 10-foot radius. Big 180 is about four feet tall. Other berms are 2.5-3 feet tall.

Rollers and other features

Make them as round as you can. This cannot be overstressed. ROUND! A kid on a 20" bike should be able to pedal around without striking pedals.

Entrance/exit rollers

The outside of the roller should be even with the top of the berm. The inside of the roller should taper smoothly down to grade level. Berm should transition smoothly into the corner. There should be a nice "pocket" to pump.

Don't forget drainage

Consider drainage when you place and orient the track. I suggest placing the long straight on the low end of your space.

If the troughs blend down to grade level (suggested), you can let water drain across the track.

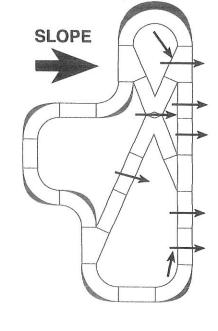
If the troughs are above grade level (if, for example, your base dirt is too sandy to ride on), you can run rigid 3-4 inch pipe below the track. You can place the pipe after the track is finished and you see where water is likely to gather. Just get a pick and dig a little trench. Shape the dirt inside the track to funnel water toward the pipe. Consider placing a pipe under the cross-over roller, which might be a collection spot.

IDEALLY: You won't need any pipes. Blend your troughs down to grade level, and add material

to the insides of berms so water flows out of the berms and through the adjacent troughs. Don't let the insides of your berms be low spots.

If you can't prevent a berm from being a water catcher. run rigid pipe below it. Place the pipe before you place dirt, then build the berm on top of the pipe.

Here's one way to handle drainage:





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RESOLUTION NO 05-2015

WHEREAS, pursuant to the requirements of RCW 35.77.010, laws of the State of Washington, the City of Cashmere has prepared a revised and extended Six-Year Transportation Improvement Program for the ensuing six calendar years, 2016 through 2021, and

WHEREAS, pursuant further to said law, the City Council of the City of Cashmere, being a legislative body of said city, did hold a public hearing on said Six-Year Transportation Improvement Program at 6:00 p.m. at the Cashmere City Hall on the 8th day of June, 2015, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cashmere that the revised and extended Six-Year Transportation Improvement Program for the ensuing six calendar years, 2016 through 2021, in the form attached hereto and incorporated herein, be and the same is hereby adopted; and

BE IT FURTHER RESOLVED that a copy of said revised and extended Six-Year Transportation Improvement Program for the ensuing six calendar years, 2016 through 2021, together with a copy of this resolution, be filed with the Secretary of the Department of Transportation of the State of Washington.

Passed by the City Council of the City of Cashmere this 22nd day of June 2015.

CITY OF CASHMERE

	By: Jeff Gomes, Mayor	
Attest:		
By: Kay Jones City Clerk-Treasurer		



Agency: Cashmere County: Chelan MPO/RTPO: CDTC

Y Inside

N Outside

A PIN/Project No. C. Project Title C. Project Title D. Road Name or Number E. Board Name or Number E. Project Title D. Road Name or Number E. Board Name or Number E. Project Title D. Road Name or Number E. Board Name or Number E. Project Title D. Road Name or Number E. Project Name or Number E. Project Title D. Road Name or Number E. Project Title D. Road Name or Number E. Project Title D. Road Name or Number E. Project Name Name or Number E. Project Name Name or Number E. Project Name Name Name Name Name Name Name Name		
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2								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
Ø	CN	2016	STP(R)	310,384		0	48,441	358,825
			Totals	310,384		0	48,441	358,825

					Total Funds
ĪΓ			0	0	Local Funds
		5th & 6th			State Funds
		4th	0	0	
		3rd	0	0	Federal Funds
		2nd	0	0	
		1st	358,825	358,825	
	Expenditure Schedule	Phase	CN	Totals	

310,384

Grand Totals for Cashmere

358,825

48,441



Agency: Cashmere

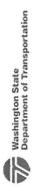
County: Chelan MPO/RTPO: WVTC

N Inside

RW Required	°Z
Environmental Type	DCE
Total Length	0.050 DCE
Utility Codes	COPST W
Improvement Type	80
Resolution No.	
Amendment	
Adopted	
Hearing	
B. STIP ID	CA201203
	r Mission Cr. and replace with a non-motorized ocation.
A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	Angier Street Bridge Angier Street Angier Street Angier Street Remove existing vehicular bridge over Mission Cr. and replace with pedestrian/bicyde bridge at existing location.
A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini e. Project Description	

fillinin								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
Ь	PE	2017		0		0	000'06	000'06
Ь	CN	2018		0		0	345,000	345,000
			Totals	0		0	435,000	435,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	000'06	0	0	0
CN	0	0	345,000	0	0
Totals	0	000'06	345,000	0	0



Agency: Cashmere County: Chelan

MPO/RTPO: WVTC

N Inside

RW Required	2			
Environmental Type	빙			
Total Length	0.440 CE			
Utility Codes	CPSTW			
Improvement Type	90			
Resolution No.				
Amendment				
Adopted				
Hearing				
B. STIP ID	WA-06905			
A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & En d'ermini F. Project Description	3 Rank Road Improvements	Rank Rd.	Olive St. to Kennedy Rd.	Chip Seal (BST) treatment on the following streets: Rank Road from Olive St. to Kennedy Rd.; Kennedy Road from Rank Rd. to end. Includes drainage improvements on Rank Rd. from Olive St. to Kennedy Rd.
Priority Number Functional	о			
Class	60			

150,000	150,000	0		0	Totals			
125,000	125,000	0		0		2016	CN	Ь
25,000	25,000	0		0		2016	PE	Ь
Total Funds	Local Funds	State Funds	State Fund Code	Federal Funds	Federal Fund Code	Phase Start Year (YYYY)	Phase	Status
10								Funding

Expenditure schedule						
Phase	1st	2nd	3rd	4th	5th & 6th	
PE	25,000	0	0	0	0	
CN	125,000	0	0	0	0	
Totals	150,000	0	0	0	0	



Six Year Transportation Improvement Program Six Year Transportation Improvement Program 2016 to 2021

Agency: Cashmere County: Chelan MPO/RTPO: CDTC

N Inside

RW Required	Yes				
Environmental Type					
Total Length	0.250				
Utility Codes	CGPST W				
Improvement Type	04				
Resolution No.					
Amendment					
Adopted					
Hearing					
B. STIP ID	WA-07832				
A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	4	Sunset Highway Improvements	Sunset Highway	1300' east of City Limits to City Limits	Reconstruct Sunset Highway from end of existing improvements to City Limits. Project elements include curb, gutter, sidewalk, paving, illumination, drainage, and landscaping.
Priority Number					
Functional Class	02				

1,038,000	1,038,000	0		0	Totals			
938,000	000'886	0		0		2017	CN	a
20,000	20,000	0		0		2016	RW	Д
80,000	000'08	0		0		2016	PE	Д
Total Funds	Local Funds	State Funds	State Fund Code	Federal Funds	Federal Fund Code	Phase Start Year (YYYY)	Phase	Status
								Funding

	5th & 6th	0	0	0	0
	4th	0	0	0	0
	3rd	0	0	0	0
	2nd	0	0	000'886	938,000
	1st	000'08	20,000	0	100,000
Expenditure Schedule	Phase	R	RW	CN	Totals

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Cashmere	0		1,038,000	1,038,000



Agency: Cashmere County: Chelan MPO/RTPO: WVTC

N Inside

RW Required	2
Environmental Type	GE
Total Length	
Utility Codes	COPST W
Improvement Type	05
Resolution No.	
Amendment	
Adopted	
Hearing	
B. STIP ID	CA201207
A. PIN/Project No. C. Project Title C. Road Name or Number E. Begin & End Termini F. Project Description	2016 Citywide Chip Seal Preservation Road Name Varies Begin Termini Varies to End Termini Varies Chip seal (BST) treatment on the following streets: Evergreen Dr.; Fisher St.; Yakima St.; Peshastin St.; Skyline Dr.; Valley View Dr.; Angler St., Chapel St.
Priority Number	
	60

000,00	200,00				200			
85,000	85,000	0			Totals			
85,000	85,000	0		0		2016	CN	Ь
Total Funds	Local Funds	State Funds	State Fund Code	Federal Funds	Federal Fund Code	Phase Start Year (YYYY)	Phase	Status
								runaing

ture Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	85,000	0	0	0	0
Totals	85,000	0	0	0	0



Six Year Transportation Improvement Program Fix Year Transportation Improvement Program

Agency: Cashmere County: Chelan

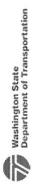
MPO/RTPO: WVTC

N Inside

RW Required C Project No. C Project		
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140,000	140,000	0		0	Totals			
140,000	140,000	0		0		2017	ALL	۵
Total Funds	Local Funds	State Funds	State Fund Code	Federal Funds	Federal Fund Code	Phase Start Year (YYYY)	Phase	Status
								Funding

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	140,000	0	0	0
Totals	0	140,000	0	0	0



Six Year Transportation Improvement Program Six Year Transportation Improvement Program

Agency: Cashmere County: Chelan

MPO/RTPO: WVTC

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Environmental Type	щ					
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Total Length	0					
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Priority Number						
Functional Class	60					

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
Ъ	ALL	2018		0		0	000'009	000'009
			Totals	0		0	000'009	000'009

Expenditure Schedule							
Phase	1st	2nd	3rd	4th	5th & 6th		
ALL	0	0	000'009	0	0		
Totals	0	0	000'009	0	0		
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	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Cashmere	0	0	1,410,000	1,410,000

UTILITY CLERK EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into this date by and between the CITY OF CASHMERE, WASHINGTON ("CITY"), a Washington municipal corporation, and KATHY CLAYSON, an individual, ("UTILITY CLERK"), located in Cashmere, Washington.

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

- 1. <u>RETENTION OF UTILITY CLERK</u>. The CITY retains the UTILITY CLERK to perform, from time to time, UTILITY CLERK services, including but not limited to training, vacation fill in, and other services as requested by the CITY Clerk/Treasurer. The UTILITY CLERK agrees to perform, according to the best of her professional ability and skill, the requested UTILITY CLERK services authorized by the CITY Clerk/Treasurer. All work shall be done under the direction of the CITY'S Clerk/Treasurer or her designee.
- 2. <u>TERM OF AGREEMENT</u>. The term of this Agreement shall be from the date of approval of this Agreement by the CITY, until terminated by either party in accordance with the terms of this Agreement.
- 3. <u>EMPLOYEE</u>. The UTILITY CLERK shall be an employee of the CITY, but shall work on a part-time basis and not be entitled to any benefits afforded to other employees of the CITY. The UTILITY CLERK shall not be entitled to vacation pay, sick leave, retirement benefits, medical insurance, dental insurance, or any other similar employee benefits afforded to regular full-time employees of the CITY.
- 4. <u>NOT ASSIGNABLE</u>. The services to be provided by the UTILITY CLERK are not assignable and must be provided only by the UTILITY CLERK.
- 5. <u>UTILITY CLERK WAGE</u>. The UTILITY CLERK shall be paid \$20.87 per hour for performing services pursuant to the terms of this Agreement as requested by the CITY Clerk/Treasurer and shall be paid at the same time as the CITY regular payroll is paid.
- 6. <u>STATE RETIREMENT PROGRAM</u>. UTILITY CLERK is a former employee of CITY and is entitled to receive state retirement benefits as a result of her former employment with CITY. CITY agrees that UTILITY CLERK will not be requested to work hours in excess of those permitted to be worked by UTILITY CLERK pursuant to the rules associated with UTILITY CLERK'S state retirement benefits as documented by UTILITY CLERK and provided to the CITY Clerk/Treasurer.

- 7. <u>TIME RECORDS</u>. The UTILITY CLERK shall keep time records of the time worked by the UTILITY CLERK, which records shall be submitted to the CITY Clerk/Treasurer for review and approval on a monthly basis.
- 8. <u>GOVERNING LAW AND VENUE</u>. This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in Chelan County Superior Court.
- 9. <u>"AT WILL" AND TERMINATION.</u> The CITY or UTILITY CLERK may terminate this Agreement by giving thirty (30) days' written notice to the other party for any reason with or without cause. UTILITY CLERK is an "at will" employee of the CITY. UTILITY CLERK shall abide by all personnel policies and guidelines of CITY while performing services for the CITY pursuant to this Agreement
- 10. <u>COMPLIANCE WITH LAWS</u>. The UTILITY CLERK shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
- agreement between the CITY and the UTILITY CLERK 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 UTILITY CLERK. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CITY and UTILITY CLERK and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CITY and UTILITY CLERK and not for the benefit of any other party.

APPROVED:	APPROVED:
CITY OF CASHMERE	KATHY CLAYSON
By:	By:Kathy Clayson
DATED:	DATED:
Address for Giving Notices:	Address for Giving Notices:
CITY OF CASHMERE	KATHY CLAYSON
City of Cashmere 101 Woodring Street Cashmere, WA 98815	Kathy Clayson 304 Laurel Street Cashmere, WA 98815