



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, DECEMBER 14, 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 November 23, 2015 Regular Council Meeting
2. Payroll and Claims Packet Dated December 14, 2015

BUSINESS ITEMS

1. Chelan County Deputy, Aaron Shepard – K-9 Demonstration
2. Collective Bargaining Agreement between City and Teamsters Local Union #760
3. Ordinance No. 1247 Adopting the Budget for 2016
4. Resolution No. 06-2015 Support for continued involvement and development of a comprehensive water resource management plan for Icicle Creek and "Base Package"
5. Blue Star Growers water rights continued discussion
6. 2016 Agreement for Emergency Services
7. Acceptance of the Aplets Way Roundabout and Utility Improvements

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, NOVEMBER 23, 2015 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 Bob Abramoski	David Sherman
Staff:	Kay Jones, Clerk-Treasurer Mark Botello, Dir. of Planning/Building Chuck Zimmerman, City Attorney	

FLAG SALUTE

EXCUSED ABSENCE

MOVED by Councilor Fletcher and seconded by Councilor Moore to excuse the absence of Councilor David Sherman. Motion carried.

PUBLIC COMMENT PERIOD

No public comment.

ANNOUNCEMENTS & INFORMATION

Director Mark Botello informed council that on December 1st and 2nd he and Mayor Gomes will be evaluating grant applications requesting homeless funds. There is 1.5 million dollars in combined funds available for the homeless. There are applications requesting twice the amount of funds available. The Cashmere Food Bank has applied for \$24,000 for a delivery van.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of October 26, 2015 Regular City Council Meeting
Payroll and Claims Packet Dated November 9, 2015
Claim Check Nos. EFT 10/2015 and #36283 through #36313 totaling \$397,943.17
Manual Check #36282

MOVED by Councilor Moore and seconded by Councilor Fletcher to approve the consent agenda. Motion carried

PUBLIC HEARING ON FINAL BUDGET FOR 2016

Mayor Gomes opened the public hearing at 6:05 p.m. Teri Weedman owner of Weeds and Lessee of Cashmere Riverside Center spoke to council about needed maintenance at the Center she would like to see in the budget. Mayor Gomes informed Ms. Weedman there was \$30,000 budgeted for improvements at the Center.

The shade canopies that were requested for at the city pool have been budgeted. The Scott family came in and met with Mark Botello to select areas for the shade canopies.

With no further comments from the public Mayor Gomes closed the public hearing at 6:10 p.m.

Councilor Fletcher requested that additional funds be budgeted for Riverside Center. He would like to see the front doors redone for security purposes like the back doors were done. He would also like to see large ceiling fans installed to keep the air conditioning and heat out of the rafters and down in the room.

ORDINANCE NO. 1246 GENERAL PROPERTY TAX LEVY

The General Tax Levy ordinance proposes the 1% increase allowed by law. The 1% increase is \$5,872.85 above last year's levy amount. With the 1% increase, new construction and annexations the property tax to be collected in 2016 is estimated at \$597,801.68.

MOVED by Councilor Fletcher and seconded by Councilor Erickson to adopt Ordinance No. 1246 authorizing the General Property Tax Levy. Motion carried with three voting in favor and Councilor Moore voting no.

APPROVAL OF CASCADE HEIGHTS PHASE 2 SUBDIVISION

The project received preliminary approval through Quasi-judicial review. The Cashmere hearing Examiner held an open public hearing on August 27, 2014 and granted preliminary approval with conditions. All the conditions of approval have been completed. Staff recommends approval of the Cascade Heights Phase 2 Subdivision.

MOVED by Councilor Erickson and seconded by Councilor Fletcher to approve the Subdivision and authorize the mayor to sign the Cascade Heights Phase 2 Subdivision final mylar. Motion carried.

WSDOT SUPPLEMENTAL AGREEMENT #1 TO THE APLETS WAY PROJECT

The proposed Supplemental Agreement #1 extends the completion date to June 30, 2017 to complete the Aplets Way project.

MOVED by Councilor Fletcher and seconded by Councilor Moore to approve and authorize the mayor to sign the WSDOT Supplemental Agreement #1 to the Aplets Way project. Motion carried.

WSDOT SUPPLEMENTAL AGREEMENT #2 TO THE APLETS WAY PROJECT

The proposed Supplemental Agreement #2 increases the Maximum Amount of Pay for engineering services to \$71,787.12. The Agreement includes an additional \$32,547.02 for services during construction.

MOVED by Councilor Erickson and seconded by Councilor Moore to approve and authorize the mayor to sign the WSDOT Supplemental Agreement #2 to the Aplets Way project subject to final approval from WSDOT and a construction contract being let and services being necessary. Motion carried.

BLUE STAR GROWERS – AGREEMENT TO TRANSFER WATER RIGHTS

Jerry and Dan Kenoyer from Blue Star Growers were at the previous council meeting regarding the Agreement between the City and Blue Star that transferred water rights to the City in

exchange for freezing Blue Stars water rates for twenty years. Blue Star requested the Agreement be extended.

Dave Simmer who was the City Superintendent at the time of the Agreement came at the request of Blue Star to speak to the spirit of the agreement at that time. Mr. Simmer gave history as to the City's water rights, storage and the need for additional water rights when they approached Blue Star regarding their water rights and transferring them to the City. Mr. Simmer would like to see the City negotiate a new agreement with Blue Star.

Councilor Moore stated that the City has paid for the water rights over the last twenty years. He asked how many more years of the favorable rate before Blue Star felt the water rights would be paid for. Jerry Kenoyer stated the favorable rate should be indefinitely. Moore stated that wouldn't be buying water rates that would be leasing.

The City contacted WCIA for a legal opinion on whether extending the favorable rates would be considered a gifting of public funds. The legal opinion was that Blue Star would need to bring something new to the table in order to negotiate a new agreement. Without something new to consider it would be a gifting of public funds.

Even though the Agreement has ended the City Council would like to confirm that they have paid Blue Star a fair amount for the water rights at the value in effect when the water rights were transferred.

City Attorney Chuck Zimmerman explained that there would have to be a large discrepancy in the value of the water rights and what Blue Star has saved in order for the State Auditors to not see it as a gifting of public funds.

PROGRESS REPORTS

Park Board met at the Cashmere Valley Bank last Wednesday to discuss the improvements to Riverside Park.

Chelan County has selected Trantech Engineering as the lead and RH2 Engineering as a sub consultant for the new Goodwin Bridge project.

Mayor Gomes announced that this was Councilor Bob Abramowski's last meeting. The newly elected council members will be taking their council seat at the December 14th meeting. Mayor Gomes thanked Bob Abramowski for his services on the City Council.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:38 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer

ORDINANCE NO. 1247

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF CASHMERE,
WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2016.**

WHEREAS, the City Council of the City of Cashmere has heretofore made and filed its preliminary budget for the year 2016 and has given notice of the time and place of hearing thereon according to law and met in accordance with said notice and considered the proposed budget, including salaries for all city employees;

NOW, THEREFORE, the City Council of the City of Cashmere, Washington do ordain as follows:

Section 1. Adoption of budget. In accordance with RCW 35A.33.075 the final budget for the year ending December 31, 2016 to carry on the government of the City of Cashmere, Washington, is hereby adopted at the fund level. Exhibit A (attached) is a summary of the totals of estimated revenues and appropriations for each separate fund and an aggregate total for all such funds combined. Exhibit B (attached) is an employee salary schedule.

Section 2. Copy of detailed budget on file. A detailed final budget adopting the salary schedule for 2016 and including a list of the revenues and expenditures for each separate fund is on file in the Office of the City Clerk and is adopted by this reference.

Section 3. This ordinance shall be in effect five (5) days after its passage and publication of an approved summary thereof consisting of the title.

Passed by the City Council and approved by the Mayor this 14th day of December 2015.

CITY OF CASHMERE

Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

Approved as to form:

Charles D. Zimmerman, City Attorney

EXHIBIT A
Ordinance No. 1247

**Total Estimated Revenues and Appropriations by Fund
2016 Budget**

Fund Name	Beginning Balance	Estimated Revenues	Budgeted Appropriations	Ending Balance
001 General Government Fund	1,177,800	1,027,071	1,089,807	1,115,064
003 Public Works Fund	1,090,900	1,195,858	1,186,156	1,100,602
108 Lodging Tax Fund	0	5,000	5,000	0
302 Capital Improvement Fund	718,147	1,089,383	1,451,775	355,755
402 WW Construction Account	0	0	0	0
401 Water/Wastewater Fund	1,282,440	3,109,833	3,561,218	831,055
406 Sanitation Fund	552,500	549,360	518,663	583,197
411 Water Capital Fund	419,200	402,500	133,050	688,650
412 Wastewater Capital Fund	1,444,400	417,924	106,000	1,756,324
426 Jr. Lien Pretrt Bond, 2011	1,059,626	579,878	535,000	1,104,504
427 Revenue Bond 2013 #R1	203,928	434,170	394,701	243,397
428 Revenue Bond 2013 #R2	116,705	249,810	227,101	139,414
501 Equipment Rental Fund	1,053,181	291,076	191,274	1,152,983
702 Cemetery Endowment Fund	217,037	5,150	0	222,187
TOTAL ALL FUNDS	9,335,864	9,357,013	9,399,745	9,293,132
		18,692,877	18,692,877	

Note 1: Ordinance No. 1175 created the Wastewater Construction Account Fund. At the end of 2015 the balance of the 402 WW Construction Account was transferred to the 401 Water/Wastewater Fund and is shown in the beginning balance.

EXHIBIT B
Ordinance No. 1247

CITY OF CASHMERE
2016 SALARY SCHEDULE

POSITION	Hourly Wage Step Levels	Monthly Salary	Annual Salary
Executive & Legislative			
Mayor		600.00	
Councilmembers		100.00	
Exempt			
City Clerk-Treasurer		5,644.45	
Director of Planning/Building		5,644.45	
Office/Admin			
Office Staff	14.90 - 20.56		
Public Works Department			
Public Works Maint. 1	12.99 - 18.63		
Public Works Maint. 2 (inc. pesticide)	15.13 - 20.87		
Public Works Maint. 3 (inc. arborist)	16.64 - 22.95		
Public Works Foreman	24.5		
Water/Wastewater Department			
Water/Wastewater in Training (no cert.)	12.98 - 18.28		
Water DM 1 / Wastewater 1	14.18 - 20.42		
Water DM 2 / Wastewater 2	16.63 - 23.45		
Wastewater Treatment Plant OP 3	18.28 - 25.77		
Water/Wastewater Foreman	27.43		
City Pool			
Pool Manager	12.32 - 14.32		
30 (+/-) Pool Employees	9.47 - 11.23		
Seasonal/Temporary Employees	12.00		
Fire Department			
Fire Chief		515.00	
Assistant Chief			2,400.00
2 Deputy Chiefs			1,081.50
Fire Department Stipend - \$10.00 per call - city calls only (CMC 2.56.070)			
EMT Nightshift Stipend - \$5.00 per night - max 2 people per night (CMC 2.56.070)			

Above wages do not include longevity

Above hourly/base wages may be increased during the year due to step and/or longevity increases according to the Collective Bargaining Agreement.

Pool Employee wages are determined by the number of years of service for the City and certifications they hold.

RESOLUTION NO. 06-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON IN SUPPORT OF CONTINUED INVOLVEMENT AND DEVELOPMENT OF A COMPREHENSIVE WATER RESOURCE MANAGEMENT PLAN FOR ICICLE CREEK AND A "BASE PACKAGE"

WHEREAS, Chelan County and the Department of Ecology's Office of the Columbia River co-convened the Icicle Works Group to develop a comprehensive water management plan for Icicle Creek within the Wenatchee basin; and

WHEREAS, the Icicle Work Group is comprised of a broad range of interests, including local, state and federal, tribal, non-profit and citizen members, who have worked collaboratively to develop Guiding Principles and metrics to guide their work; and

WHEREAS, the Guiding Principles include improving instream flows, improving the domestic supply of water, improving agricultural reliability of water and enhancing the Icicle Creek Habitat all of which are important to the City of Cashmere; and

WHEREAS, the City of Cashmere's Comprehensive Plan and Water System Plan both recognize the need for improving the domestic water supply and increased water conservation as priorities to address the City's future water needs;

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Cashmere, Washington supports initiating environmental review including State Environmental Policy Act (SEPA) and National Environmental Policy Act (NEPA), which will provide a programmatic review of the Guiding Principles and Integrated Base Package of projects supporting the Guiding Principles; and

BE IT FURTHER RESOLVED, the City of Cashmere supports initiating the programmatic review to provide a thorough review of alternatives, assessments and objectives developed by the Icicle Work Group to-date as well as expanded public review and comments; and

BE IT FURTHER RESOLVED, that the City of Cashmere supports advancing the "base package" through additional feasibility studies to determine project feasibility and ability of the "base package" to meet the Guiding Principles;

PASSED by the City Council of the City of Cashmere and approved by the Mayor this 14th day of December, 2015.

CITY OF CASHMERE

By:

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer

Icicle Creek

Integrated Water Resource Management Plan

ICICLE WORK GROUP

NOVEMBER 2015

In 2012, the Icicle Work Group (IWG), a diverse set of stakeholders representing local, state and federal agencies, tribes, irrigation and agricultural interests and environmental organizations, convened to find a solution to chronic water supply problems affecting families, farms, and fish in the Icicle Creek Basin. Their work resulted in the adoption of an integrated package of projects to meet agricultural and domestic water supply needs while increasing the amount of instream flow required to maintain healthy fish populations.

The Projects

Alpine Lakes Reservoirs Optimization, Modernization and Automation

Modernize and optimize releases of six existing reservoirs for instream flow benefit.

Irrigation Efficiencies

Piping and lining of Cascade Orchard Irrigation Company and Icicle-Peshastin Irrigation District canals to conserve water for fish.

Domestic Conservation Efficiencies

Pipe replacement, metering and technical assistance to conserve domestic water supply.

Leavenworth National Fish Hatchery Conservation, Water Quality Improvements

Projects to improve LNFH water supply and reliability and to enhance tribal and recreational fish harvest:

- Groundwater Augmentation - Restore diminished groundwater supply through new well construction to meet temperature and pathogen standards.
- Effluent Pumpback - Utilize hatchery effluent water to augment groundwater supply and instream flows.
- Hatchery Conservation - Install recirculating tanks to benefit instream flows.

Eightmile Lake Restoration Project

Restore Eightmile Lake Reservoir to permitted high water mark for instream flow and to improve agricultural reliability and provide domestic supply benefits.

Water Markets

Create a voluntary Icicle water market to improve agricultural reliability.

Habitat Protection and Enhancement

Restoring, improving and protecting habitat throughout the Icicle Creek Watershed for fish and wildlife.

Fish Passage

Improve fish passage in Icicle Creek by assessing and removing barriers.

THE OFFICE OF
COLUMBIA RIVER
DEPARTMENT OF
ECOLOGY
Water for Families, Farms, and Fish



ICICLE CREEK STRATEGY Q&A

The Icicle Creek Strategy

The Icicle Creek Strategy is a cooperative effort by local, state and federal agencies, tribes, irrigation and agricultural interests and environmental organizations to address chronic water supply issues in the Icicle Creek Watershed. Instream flows for fish will more than double under the strategy and additional water supply will be secured for agricultural and domestic use.

Questions and Answers

1. Why was the Icicle Work Group (IWG) convened?
 - A. The Icicle Work Group (IWG) was convened to provide a non-litigious opportunity for all parties to explore and find collaborative solutions for improving the Icicle Watershed.
2. Who convened the IWG?
 - A. The Department of Ecology's Office of Columbia River and Chelan County co-convened the IWG.
3. Who are the members of the IWG?
 - A. The IWG is made up a broad coalition of stakeholders representing local, state, and federal agencies, tribes, irrigation and agriculture interests, and environmental organizations.
4. What is the purpose of the IWG?
 - A. The purpose of the IWG is to develop a comprehensive water resource management strategy to achieve multiple instream and out-of-stream benefits through investment in conservation, storage restoration and reoperation, water marketing, habitat, and fish passage projects.
5. What is the goal of the IWG?
 - A. The goal of the IWG is to implement the Icicle water resource management strategy through investment in a suite of projects (also referred to as the integrated base package) targeting substantive flow benefit in the late summer/early fall.
6. How are goals of the IWG measured?
 - A. The IWG has attached numeric goals for each of 8 Guiding Principles, including providing adequate streamflow, a sustainable Leavenworth National Fish Hatchery, improving agricultural reliability, additional domestic supply, habitat enhancements, tribal and non-tribal harvest protection, and State, Federal, and Wilderness Act compliance."
7. What types of projects are being considered?
 - A. Projects that are being considered meet one or more of the IWG guiding principles. The IWG has adopted a base package that combines robust conservation measures (at Leavenworth National Fish Hatchery, and from local irrigators and municipalities) with restoration and reoperation of existing storage reservoirs (operated by Icicle Peshastin Irrigation District and Leavenworth National Fish Hatchery), investments in water marketing, habitat, and fish passage and screening improvements.
8. What is the price tag of the IWG project package?
 - A. Appraisal level cost estimates forecast that an integrated base package meeting all of the Guiding Principles adopted by the IWG are in the range of \$65M to \$85M.



Staff Summary

Date: 12/8/15
To: City Council
From: Mayor Jeff Gomes
RE: Estimate of benefit to Blue Star Growers during term of agreement

I have attempted to estimate the value of an acre foot of water in 1995, the time of the Blue Star Agreement. Mark Peterson, an attorney specializing in water issues, was a member of the Chelan-Douglas Water Conservancy Board at that time. He estimates the value to be between \$200 and \$300 per acre foot. Using the high end of his estimate (\$300) the total for the 352 acre feet acquired from Blue Star would be \$105,600. In 2003 the City purchased 200 acre feet of water rights from John Lysaker for \$500 per acre foot.

The financial benefit to Blue Star for 2008 through 2012 has been determined to be \$75,000. The value for 2013-2014 is \$40,000. The value for the first thirteen year period is estimated to be \$65,000 using zero as the first year and \$10,000 for the last. The total financial benefit to Blue Star is \$75,000 plus \$40,000 plus \$65,000, which equals \$180,000.

Staff Recommendation:

Move to deny any further water rate reduction because of the transfer of water rights from Blue Star Growers to the City of Cashmere

2016 AGREEMENT FOR EMERGENCY SERVICES

This Agreement entered into this _____ day of _____, 2015, by and between the CITY OF CASHMERE, hereafter referred to as the Contractee, and CHELAN COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT, hereafter referred to as CHELAN COUNTY.

I. Purpose

Contractee understands and agrees that Chelan County will provide services to Contractee to develop a comprehensive emergency management plan and program and other emergency operational functions herein described, and as required in Ch. 38.52 RCW.

II. Services to be Provided

Chelan County shall provide the necessary equipment and personnel to establish operational plans and programs in cooperation with the Contractee as follows:

1. To provide for continuing compliance with Ch. 38.52 RCW.
2. To provide an Emergency Services organization and coordinate the operational and support activities for periods before, during and after an emergency and or disaster.
3. To coordinate local Emergency Services planning with the Federal Government, the State of Washington, neighboring counties, military organizations and other support agencies.
4. To provide for the effective utilization of resources within, or from outside Contractee to minimize the effects of disaster and to request assistance, as needed, through established emergency services channels.
5. To recruit, register and identify personnel and provide for compensation coverage for volunteers who suffer injury or equipment loss as a result of emergency services duty.
6. To provide emergency and disaster control assistance and coordination either on-scene or through the emergency operations center.
7. To develop a system for warning the general public of Contractee and to provide for information and guidance to the general public.
8. To provide, on request, support for emergency operations, such as, hazardous material incidents, major fires and other disasters.
9. To perform normal office procedures, correspondence and inventories.
10. To coordinate with elected and appointed officials in Contractee.
11. To provide for communications systems capable of meeting emergency operational requirements either on-scene or at the emergency operations center.

III. Response to Emergencies

Chelan County shall respond to Contractee emergencies, upon request; from the Mayor or his designee.

IV. Coordination with Contractee's Officials

The Mayor or his designee shall serve as liaison and consultant for operational functions between Chelan County and Contractee in performance of the contract. All financial commitments and contract agreements shall be approved by the city council of Wenatchee and the Board of Chelan County Commissioners.

V. Annual Program

Chelan County and Contractee shall develop an annual program and activity schedule which outlines the basic projects and responsibilities each entity has agreed to accomplish during a given time period.

VI. Hold Harmless

Each party shall be legally responsible for the actions of their individual employees and each party shall be solely responsible for meeting all statutory responsibilities of their jurisdiction; provided Contractee agrees to indemnify, defend and hold harmless Chelan County from any legal action arising out of Chelan County's assumption of statutory responsibilities for Contractee by virtue of this contract, unless caused by Chelan County's negligence or breach of this agreement.

Chelan County agrees to indemnify, defend and hold harmless the Contractee from action arising out of Chelan County's negligence or breach of this agreement. Contractee agrees to indemnify, defend and hold harmless Chelan County from action arising out of Contractee's negligence or breach of this agreement.

VII. Cost Basis for Services

On an annual basis, Chelan County will establish the total cost of county Emergency Management Services provided in the prior year. Utilizing the estimated populations of cities, counties, and towns population data from the State of Washington Office of Financial Management Forecasting Division, (www.ofm.wa.gov), per capita costs of Emergency Management Services costs will be established. This per capita cost of services will be used as the basis for establishing payments for services.

VIII. Payment for Services

Contractee shall pay to Chelan County the sum of eight thousand and twenty-five dollars and sixty cents (\$8025.60) for services to be provided during the period from January 1 to December 31, 2016, payable in four equal installments of two thousand and six dollars and forty cents (\$2006.40), due at the end of the first month of each calendar quarter.

IX. Term

This contract expires at midnight, December 31, 2016. Both parties agree to renegotiate this contract for continuation of services, unless terminated by either party by giving written notice to the other party 120 days prior to the expiration date of this contract.

X. Administration

No new or separate legal or administrative entity is created by this agreement and no real or personal property will be acquired pursuant to this agreement. This agreement will be administered by the participating jurisdictions.

XI. Nondiscrimination

There shall be no discrimination against any employee who is paid by funds through this agreement or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited, to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay, or other forms of compensation, and selection for training.

XII. Amendments

This agreement may only be modified by a written agreement signed by the parties' legislative authorities.

XIII. Waiver

The failure of a party to insist upon strict adherence to or performance of any provision of this agreement on any occasion shall not be considered a waiver nor shall it deprive that party of the right thereafter to enforce performance of or adherence to that provision or any other provision of this agreement.

XIV. Governing Law

This agreement shall be construed under Washington law.

XV. Severability

If any term, provision, or condition of this agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

XVI. Recording

This agreement shall be filed with the county auditor or, alternatively, listed by subject on the parties' public websites or other electronically retrievable public source.

IN WITNESS THEREOF; Chelan County and Contractee have executed this agreement as of the date and year written below.

DATED at Wenatchee, Washington this _____ day of _____, 2015.

BOARD OF CHELAN COUNTY COMMISSIONERS



RON WALTER, CHAIRMAN



DOUG ENGLAND, COMMISSIONER



KEITH W. GOEHNER, COMMISSIONER

Kami Aubrey
ATTEST: CARLYE BAITY



Clerk of the Board

CITY OF CASHMERE MAYOR:

JEFF GOMES

ATTEST: _____
City Clerk

DIRECTOR CHELAN COUNTY EMERGENCY MANAGEMENT:



SHERIFF BRIAN BURNETT



RH2 ENGINEERING, INC
 www.rh2.com
 mailbox@rh2.com
 1.800.720.8052

BELLINGHAM
 454 W Horton Rd
 Bellingham, WA 98226

BOTHELL
 22722 29th Dr SE, Ste 210
 Bothell, WA 98021

EAST WENATCHEE
 300 Simon St SE, Ste 5
 East Wenatchee, WA 98802

GOLD HILL
 13677 Highway 234
 Gold Hill, OR 97525

RICHLAND
 114 Columbia Point Dr, Ste C
 Richland, WA 99352

SHERWOOD
 18850 SW Parrett Mtn Rd
 Sherwood, OR 97410

SILVERDALE
 2021 NW Myhre Rd, Ste 107
 Silverdale, WA 98383

TACOMA
 One Pacific Building
 621 Pacific Ave, Ste 104
 Tacoma, WA 98402

December 10, 2015

Mr. Mark Botello
 City of Cashmere
 101 Woodring St.
 Cashmere, WA 98815

Sent Via: US Mail

**Subject: City of Cashmere Aplets Way Roundabout and Utility Project
 Recommendation for Acceptance of Contract**

Dear Mark:

Pipkin Construction has completed the work on the Aplets Way Roundabout and Utility Improvements project in accordance with the plans and specifications. We recommend final acceptance of the contract at your next scheduled City Council meeting. The total contract cost was \$913,582.62. The total contract cost is \$71,160.50 under the original contract bid award amount. This represents \$23,920.16 under on the road budget, \$17,518.45 under on the water budget, and \$29,721.89 under on the sewer budget.

The City will need to submit the Notice of Completion of Public Works Contract forms to the Department of Revenue and the Department of Labor and Industries once the project is accepted by the City. The release of the retainage should take place within 60 days of final acceptance provided the releases from the Department of Revenue, Department of Labor and Industries, and Employment Security Department have been received by the City. RH2 Engineering, Inc. will store all construction documentation at its East Wenatchee location unless otherwise directed.

If you have any questions regarding this recommendation, please contact me at (509) 886-6761.

Sincerely,

RH2 ENGINEERING, INC.

Erik Howe, P.E.
 Project Manager

EW/kj

cc: Ms. Gloria Bennett, TIB



12/10/15



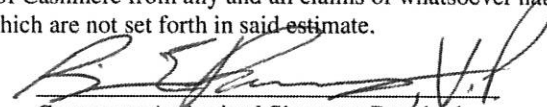
**City of Cashmere
Department of Public Works**

**Final Contract
Voucher Certificate**

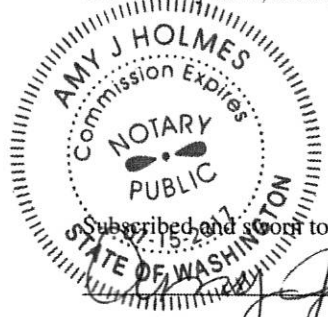
Contractor Pipkin Construction			
Street Address P.O. Box 3181			
City Wenatchee	State WA	Zip 98807-3181	Date 12/3/15
State Project Number TIB 6-E-847(008)-1	Federal-Aid Project Number N/A		Highway Number N/A
Job Description (Title) Aplets Way Roundabout and Utility Improvements			
Date Work Physically Completed 12/3/15		Final Amount \$913,582.62	

Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Cashmere nor have I rented or purchased any equipment or materials from any employee of the City of Cashmere; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Cashmere for work performed and materials furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Cashmere from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.


Contractor Authorized Signature Required

Brian E. Parsons, VP
Type Signature Name



Subscribed and sworn to before me this 3RD day of December 20 15

Amy J. Holmes
Notary Public in and for the State of Washington,

residing at Douglas County
Exp. 07/15/17

City of Cashmere

City of Cashmere hereby accepts the completed contract pursuant to Section 1-05.12 of the contract provisions.

Mayor/or Designee

Date of Acceptance