



City of Cashmere

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CASHMERE CITY COUNCIL MEETING
MONDAY, MARCH 27, 2017 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

- February Financials are on the Website

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of March 13, 2017 Regular Council Meeting
2. Payroll and Claims Packet Dated March 27, 2017

BUSINESS ITEMS

1. Craig Gyselinck – Update on the Cascadia Conservation District
2. Resolution No. 01-2017 Adopting a Driver Evaluation Point System and a Fleet and Driver Policy
3. Welder/Fabricator Employment Agreement

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, MARCH 13, 2017 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 Jim Fletcher Dave Erickson Kameon Smith Derrick Pratt	Skip Moore
Staff:	Kay Jones, Clerk-Treasurer Mark Botello, Dir. of Planning/Building	Chuck Zimmerman, City Attorney

FLAG SALUTE

EXCUSED ABSENCE

MOVED by Councilor Pratt and seconded by Councilor Smith to excuse the absence of Councilor Moore. Motion carried.

ANNOUNCEMENTS & INFORMATION

Mayor Gomes requested a report from the City Library regarding patron usage and program attendance, which he included in the packet for council's information.

Director Botello reported that he has requested bids for chip sealing streets. Also, he will be advertising for bids on Rank road in a couple of weeks. He has received the plans for rebuilding the Shell Station and for a house on Tanager Lane.

PUBLIC COMMENT PERIOD

No comment from the public.

APPROVAL OF AGENDA

Mayor Gomes amended the agenda by removing item number 1 and informed the council that due to illness Craig Gyselinck will not be giving an update on the Cascadia Conservation District until the following council meeting.

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

CONSENT AGENDA

Minutes of February 13, 2017 Regular Council Meeting

February 27, 2017 Regular Council Meeting was cancelled

Payroll and Claims Packet Dated February 27, 2017

Claims Check #EFT 01/2017 and #37711 and #37715 through #37736 totaling \$83,877.23

Manual Check #37712 through #37714 not needing prior approval

Payroll and Claims Packet Dated March 13, 2017

Claims Check #37740 through #37778 totaling \$59,580.17

Payroll Check #37737 through #37739 totaling \$99,417.82

Confirming appointment of Karen Hartman to the Cashmere Tree Committee

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

TOM GREEN – 9/11 MEMORIAL PRESENTATION

At the February 13th council meeting Tom Green proposed a second phase to the 9/11 Memorial and requested approval to place it in Riverside park across from the Center. Even though people were in favor of the second phase not everyone felt the park was the best location. The council tabled the matter and requested possible options for the location.

Tom Green reported to council that the very next day he came into City Hall and Director Botello already had a new site map prepared for discussion. The Mayor discussed the proposed new site with Councilor Smith and Teri Weedman and Tom Green took the new proposal to the Foundation Board. Everyone was in agreement that Phase II should be constructed next to the existing Memorial along the evergreens between Riverside Center and the River Run Apartments. This new site would keep both phases of the Memorial in the same location with the existing sidewalk running between.

Tom Green stated that the design of Phase II, a wall of names, would begin as soon as the City approved the use of the property for the second phase.

MOVED by Councilor Smith and seconded by Councilor Pratt to approve the location and use of City property for the second phase of the 9/11 Memorial. Motion carried.

Mayor Gomes confirmed that the previous agreement between the City and the 9/11 Memorial Foundation will need to be amended to extend the boundary of the Memorial site.

AGREEMENT WITH WSDOT TO PAINT STRIPE CITY STREETS

The City has contracted with the State to stripe the City streets for years. The proposed agreement for paint striping the city streets is \$4200.

MOVED by Councilor Erickson and seconded by Councilor Fletcher to approve the agreement with WSDOT to paint stripe the City streets and authorize the Mayor to sign. Motion carried.

PURCHASE A 2015 CATERPILLAR LOADER FROM WA STATE CONTRACT #16904

The City has an agreement with the State for cooperative purchasing through active State contracts for goods and services. The City used State Contract #16904 for the purchase of a 2015 Caterpillar Loader in the amount of \$172,356.11. Even though it's a 2015 the loader is brand new.

MOVED by Councilor Fletcher and seconded by Councilor Smith to approve the purchase of a 2015 Caterpillar Loader using the WA State Contract. Motion carried.

SURPLUS EQUIPMENT

Staff recommended that the Cat Loader, Asset #631 and the Ambulance, Asset #2031 be declared surplus in anticipation of the purchase of replacement equipment. The Mayor and staff will determine a minimum value and negotiate the best possible sales price. The items will be sold as soon as they are no longer in use.

MOVED by Councilor Fletcher and seconded by Councilor Pratt to approve the surplus of the loader and ambulance and negotiate the best price. Motion carried.

PROGRESS REPORTS

Mayor Gomes handed out a project fact sheet regarding the 2017 Upper Wenatchee Valley Water & Wastewater Regionalization Study.

The Mayor reported that he met with Sheriff Burnett for the annual meeting according to the contract. The Sheriff is aware of the rise in graffiti and the deputies are addressing the issue.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 6:36 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

Staff Summary

Date: March 27, 2017
To: City Council
From: Clerk-Treasurer Kay Jones
RE: Fleet Policy

The City's insurance carrier, WCIA, is requiring us to implement a Fleet and Driver policy and Driver Evaluation system so that all drivers of City vehicles are evaluated equally. The attached policy was adapted from the WCIA template.

The City Attorney, Chuck Zimmerman, has read and approved the policy and the policy was forwarded to the Teamsters representative, who provided no comment or objection.

Staff Recommendation: Move to approve Resolution 01-2017 adopting the City of Cashmere Fleet and Driver policy and Driver Evaluation Point System.

RESOLUTION NO. 01-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON ADOPTING A DRIVER EVALUATION POINT SYSTEM AND A FLEET AND DRIVER POLICY; CONTAINING A SEVERABILITY PROVISION AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Washington Cities Insurance Authority, which provides insurance and related risk management services for the City recommends the City adopt a Driver Evaluation Point System and Fleet and Driver Policy; and

WHEREAS, the Mayor and City Council have reviewed the Driver Evaluation Point System and Fleet and Driver Policy that is a part of this Resolution and concur that adoption of these policies are in the best interest of the public health, safety, and welfare of the employees, elected officials, and citizens of the City; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON HEREBY RESOLVES AS FOLLOWS:

Section 1. The City of Cashmere Driver Evaluation Point System set forth in Exhibit "A" to this Resolution, consisting of 3 pages, is hereby adopted as a policy of the City applicable to City employees.

Section 2. The City of Cashmere Fleet And Driver Policy set forth in Exhibit "B" to this Resolution, consisting of 4 pages, is hereby adopted as a policy of the City applicable to City employees and City elected officials.

Section 3. If any section, sentence, clause or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or the constitutionality of any other section, sentence, clause or phrase of this Resolution.

Section 4. This Resolution shall be effective immediately upon passage by the City Council.

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

APPROVED:

Jeff Gomes, Mayor

ATTEST:

Kay Jones, City Clerk-Treasurer

**CITY OF CASHMERE
DRIVER EVALUATION POINT SYSTEM**

The purpose of the Driver Evaluation Point System is to determine eligibility for an employee when driving is a function of the job.

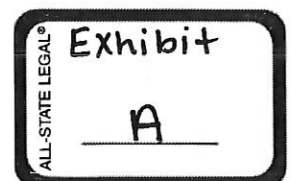
ONCE ADR IS RECEIVED:

1. Review the driver's Abstract of Driving Record (ADR) using the Driver Evaluation Rating Guide shown below.
2. Determine whether driving record is acceptable, questionable or unacceptable.

THINGS TO KEEP IN MIND:

1. Past driving records are highly predictive of future performance as a safe, dependable driver and statistically there is a high correlation between recent driving history and future accident frequency. A driver, who had four moving violations, more than three years ago, may be a better risk than a driver who has two violations within the last 12 months. However, do not base any hiring, promotion, or transfer decisions solely on this one factor. Drivers with borderline ADRs can be advised of their status and coached to improve.
2. The job the individual may perform or is performing may not relate to certain violations listed in the Driver Point Value Guide. You should consider the applicability of the individual's past violations to the job the applicant or employee will perform.
3. Review the details of the violations listed on the ADR with the applicant/employee to determine if any extenuating circumstances exist regarding the violation.
4. Accidents listed on ADRs are coded with a two-digit number (e.g. 01-CAR, 02-CAR) that indicates the number of vehicles involved in the particular accident. This number is NOT an indication the driver was or was not at fault.
5. Most convictions and violations are kept on an ADR for five years from the date of conviction or adjudication. Departmental actions, such as suspensions, revocations, or disqualifications are kept on a ADR for ten years from final release date. Finally, certain violations appear on an ADR in perpetuity, such as alcohol-related convictions, vehicular assault and vehicular homicide convictions and deferred prosecutions.

Under Washington State law, you are not allowed to consider violations that occurred more than ten years ago, unless the position involves law enforcement, school districts, or the direct responsibility for children or, mentally ill, developmentally delayed, or vulnerable adults. Federal law imposes no similar date restriction, but requires employers to take into account the age of the violation, the nature of the violation, and the relationship of the violation to the job.



DRIVER EVALUATION RATING GUIDE

Authorized drivers should only be allowed to operate a vehicle on behalf of the City of Cashmere if their driving record demonstrates they will be a safe driver. Those possessing an invalid or suspended license are not eligible to operate a vehicle, for the City under any circumstances.

A point system may be used to determine if current employees or potential new employees are eligible to operate a motor vehicle within the scope of their employment, based on their driving history.

Compare the moving violations listed on the driver's abstract (a five year record review is recommended) to this rating guide. Assign points to the violations as indicated and total the points.

Total Points	Driver Rating
0 - 2	Acceptable
3-4	<u>Questionable – Management should give consideration prior to placing or maintaining this individual in a driving position and may want to provide additional training or other requirements.</u>
5 or more	<u>Unacceptable – Management should give serious consideration to not placing or maintaining this individual in a driving position.</u>

DRIVER POINT VALUE GUIDE

This guide is used to determine points associated with each violation listed on the individual's ADR. Moving and non-moving violations are defined under WAC 308-104-160.

Points	Explanation
	<i>NON-SPEED-RELATED MOVING VIOLATIONS</i>
2	At fault accident
3	Attempting to elude a police vehicle (RCW 46.61.024)
2	Cellphone/texting/headphones/TV (RCW 46.61.667 & 46.61.668)
1	Crossing fire hose (RCW 46.61.640)
1	Defective equipment/Muffler/Exhaust
1	Disobey road sign/school patrol (RCW 46.61.050 & 46.61.385)
2	Disobey signal person or officer (RCW 46.61.015)
2	Driving on shoulder/sidewalk (RCW 46.61.606)
1	Driving without lights after dusk (RCW 46.37.020)
4	Driving with a suspended/revoked/canceled license (RCW 46.20.342)
2	Driving wrong way:
	- On one-way street or freeway (RCW 46.61.135)
	- On wrong side of road/cross divider (RCW 46.61.150)
	- Straddling or over center line (RCW 46.61.140)
1	Embracing (RCW 46.61.665)

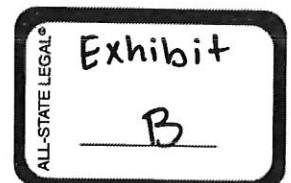
1	Failure to dim headlights (RCW 46.37.230)
1	Failure to keep to the right (RCW 46.61.100)
1	Failure to maintain control (RCW 46.61.445)
1	Failure to signal/improper signal (RCW 46.61.305)
2	Failure to stop (RCW 46.61.055)
1	Failure to stop at scales
1	Failure to yield right of way (RCW 46.61.180)
1	Following too closely (RCW 46.61.145)
1	High occupancy vehicle lane violation (RCW 46.61.165)
1	Illegal or missing vehicle equipment
1	Impeding traffic (RCW 46.61.100)
1	Improper backing (RCW 46.61.605)
2	Improper entrance to or exit from freeway (RCW 46.61.155)
1	Improper lane change/lane travel (RCW 46.61.140)
2	Improper passing (RCW 46.61.110)
1	Improper turn (cutting corners) (RCW 46.61.290)
2	Inattention to driving
1	No license on person – driving without CDL license
1	No proof of liability insurance
1	No shields or mirrors (Motorcycle)
1	Obstructed vision or control (RCW 46.61.615)
2-3	Open container violation – driver (3) or passenger (2) (RCW 46.61.519)
1	Overtaking or passing on the right
1	Over weight/height/length
2	Passing stop school bus (RCW 46.61.370)
1	Seatbelt – driver or passenger
	<i>SPEED-RELATED MOVING VIOLATIONS</i>
2	Negligent driving – 2 nd degree (RCW 46.61.525 or 46.61.526)
1	Prohibited turn (U-turn) (RCW 46.61.295)
5	Racing (RCW 61.530)
3	Reckless:
	- Driving (RCW 46.61.500)
	- Endangerment (RCW 9A.36.050)
	- Endangerment in construction zone (RCW 46.61.527)
1	Speeding/Speeding in school zone (RCW 46.61.400 & 46.61.440)
	<i>CRIMINAL VIOLATIONS</i>
5	Driving under the influence/Physical control (RCW 46.61.502 & 46.61.504)
3	Failure to secure load (safety chains/devices) – 1 st degree (RCW 46.37.490)
2	Failure to secure load (safety chains/devices) – 2 nd degree (RCW 46.37.490)
5	Hit and run:
	- Occupied vehicle (RCW 46.52.020)
	- Unoccupied vehicle (RCW 46.52.010)
3	Negligent driving – 1 st degree (RCW 46.61.5249)
5	Vehicular assault (RCW 46.61.522)
5	Vehicular homicide (RCW 46.61.520)
1	Other non-specific traffic infractions-misc.

CITY OF CASHMERE
FLEET AND DRIVER POLICY

It is the policy of the City of Cashmere to provide vehicles for business use, to allow employees to drive on City of Cashmere business, and to reimburse employees for business use of personal vehicles according to the guidelines below.

The term "vehicle" as used in these guidelines includes, but is not limited to, cars, trucks, and vans.

1. Employees may not operate any vehicle for City of Cashmere business without prior approval of their supervisor. Before approving a driver, and every 5 years throughout employment, the City Administration office shall verify the existence of a valid driver's license and request from the driver a copy of a current Abstract of Driving Record (ADR). Drivers shall be evaluated using the Driver Evaluation Point System. Any driver rated as "Poor" according to the matrix shall be suspended from driving City Vehicles until such time as the poor rating improves.
2. Employees approved to drive on City of Cashmere business are required to inform their supervisor immediately of any changes that may affect either their legal or physical ability to drive or their continued insurability. Employees are not permitted, under any circumstances, to operate a City of Cashmere vehicle, or a personal vehicle for City of Cashmere business, when any physical or mental impairment causes the employee to be unable to drive safely. This prohibition includes, but is not limited to, circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of injury, illness, or medication.
3. Employees in job positions requiring regular driving for business as an essential job function must, as a condition of employment, be able to meet the driver approval standards. For job positions that require periodic driving for City of Cashmere business, driver approval standards shall be met prior to the employee's initial trip.
4. Employees who drive a vehicle on City of Cashmere business must, in addition to meeting approval requirements, exercise due diligence to drive safely and to maintain the security of the vehicle and its contents.
5. Non-employee, non-City elected officials, or non-City business passengers are prohibited from riding in City of Cashmere vehicles without prior approval by the Mayor.
6. When no City of Cashmere vehicles are available, employees may use their own vehicles for business purposes with prior approval of a supervisor. Auto liability coverage follows the vehicle. Therefore, the employee's personal auto insurance is primary, and WCIA's liability coverage is excess. Employees who use their personal vehicle for approved business purposes will receive a mileage allowance equal to the Internal Revenue Service optional mileage allowance. This allowance is to compensate for the cost of gasoline, oil, depreciation, and insurance. Therefore, employees who operate personal vehicles for



City of Cashmere business should obtain auto liability coverage for bodily injury and property damage and any other required coverage determined by the employee's personal auto insurance agent or broker.

7. Employees must report any accident, theft, or malicious damage involving a City of Cashmere vehicle to their supervisor, and the Administration Department, regardless of the extent of damage or lack of injuries. Such reports must be made as soon as possible but no later than forty-eight (48) hours after the incident. Employees are expected to cooperate fully with authorities in the event of an accident. However, employees should avoid making voluntary statements regarding the accident; other than reply to questions of investigating officers.
8. The City of Cashmere has a zero tolerance policy prohibiting employees from operating a City of Cashmere vehicle or any personal vehicle while on City of Cashmere business while using, consuming or under the influence of alcohol, illegal drugs, prescription medications and over the counter medications that may affect their ability to drive. (Refer to drug and alcohol policy.)
9. Employees shall not smoke or allow others to smoke in any City of Cashmere vehicle.
10. Employees are personally responsible for all tickets, citations, or infractions issued for moving violations or parking violations while using a City of Cashmere vehicle or a personal vehicle for City of Cashmere business. With the exception of parking violations, employees shall advise their supervisor of any such tickets, citations, or infractions received.
11. Employees shall obey all safety laws and regulations while operating a City of Cashmere vehicle or a personal vehicle on City of Cashmere business. This would include the proper use of seat belt, the prohibition on using cell phones without a proper hands free device, and obeying applicable traffic laws.
12. All City of Cashmere employees are required by law to carry a valid physical examination card on their person while driving CDL rated vehicles for the City.
13. Pursuant to RCW 46.25.030 all City CDL drivers shall report any disqualifying offense in writing to Administration within 30 days after the date of conviction of such offense. A driver whose license is suspended, revoked or canceled who loses the privilege to drive a commercial vehicle for any period or who is disqualified from driving a commercial motor vehicle for any period shall notify his or her employer of that fact before the end of the business day following the day the driver received notice of that fact.

Driver Approval

All persons seeking employment in a City position requiring a CDL, and all current CDL employees, shall meet the following standards as a condition of employment with the

City of Cashmere. Failure to comply with the minimum standards may result in disciplinary action up to and including termination.

Employees shall:

1. Receive prior authorization from management before driving on City business.
2. Maintain a valid Driver's license and must carry the license with them when operating the vehicle.
3. Drivers who are required to have a Commercial Driver's License shall maintain only one license.
4. Drivers must be of the appropriate age. For CDL, those who operate a vehicle with an individual or combined GVWR of 26,001 pounds or more within the State of Washington must be at least 18 years old; and those traveling between states are required to be 21 years of age or older.
5. The City requires a copy of an applicant's Abstract of Driving Record (ADR) as part of the application process and periodically require ADR's for employees who drive on City business.
6. Employee's ADR will be reviewed and appropriate actions will be taken based on the violations.
7. Drivers must provide verification of driver's license renewal prior to the expiration date.
8. Drivers shall immediately notify their supervisor of any suspension, revocation, or cancellation of their driver's license.
9. Drivers must immediately report any accident that occurs and/or any notice of infraction or citation received while operating a vehicle on behalf of the City.
10. Drivers are not permitted, under any circumstances, to operate a City vehicle, or a personal vehicle for City business, when any physical or mental impairment causes the employee to be unable to drive safely. Additionally, employees shall not operate any City or personal vehicle at any time while under the influence of intoxicating liquor, marijuana, illegal drugs, or prescription medications that may impair their ability to drive.
11. Drivers must not text or e-mail when driving on City business. Drivers may only talk on the phone if using a Bluetooth or other hands-free connection.

Driver Orientation & Training

All employees who operate a motor vehicle within the course and scope of employment are required to successfully complete a driver orientation and training program within two weeks after placement in a driving position.

The Driver Orientation program shall include:

1. Vehicle/Equipment Operation
2. Vehicle/Equipment Inspection
3. Special Vehicle Characteristics (e.g., ABS brakes, front/rear/all-wheel drive, long wheel base, etc.)
4. Emergency Equipment (fire extinguisher, first aid kit, flashlight, flares)
5. Emergency Situations
6. Accident Reporting/Investigation

As an on-going Driver Training Program a skills test may be used to determine if drivers can perform the essential job functions expected of them. The same type of equipment that will be

assigned to the driver shall be used in the test and the test shall be long enough to cover a variety of situations. The test shall be used to establish the driver's competent areas and need-for-improvement points. This will allow the City to provide needed training. Documentation of the skills test shall be kept in the driver's file.

**WELDER/FABRICATOR EMPLOYMENT AGREEMENT
TEMPORARY AND SEASONAL EMPLOYEE**

THIS AGREEMENT is entered into this date by and between the CITY OF CASHMERE, WASHINGTON ("CITY"), a Washington municipal corporation, and DARRIN CLARIN, an individual, ("WELDER/FABRICATOR"), 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. HIRING OF A WELDER/FABRICATOR. The CITY is in need of a certified WELDER/FABRICATOR to perform repair and maintenance needs from time to time. All work shall be done under the direction of the CITY'S Public Works Foreman or his designee.
2. TERM OF AGREEMENT. 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. EMPLOYEE. The WELDER/FABRICATOR shall be an employee of the CITY, but shall work on a temporary and seasonal basis as needed and shall not be entitled to any benefits afforded to other employees of the CITY. The WELDER/FABRICATOR 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. WELDER/FABRICATOR shall not be covered by the Teamsters Collective Bargaining Agreement with the CITY as WELDER/FABRICATOR'S services are agreed to be temporary and seasonal.
4. NOT ASSIGNABLE. The services to be provided by the WELDER/FABRICATOR are not assignable and must be provided only by the WELDER/FABRICATOR.
5. WELDER/FABRICATOR. The WELDER/FABRICATOR shall be paid \$60.00 per hour for performing services pursuant to the terms of this Agreement as requested by the CITY Public Work's Foreman and shall be paid monthly at the same time as the CITY regular payroll is paid.
6. TIME RECORDS. The WELDER/FABRICATOR shall keep time records of the time worked by the WELDER/FABRICATOR, which records shall be submitted to the CITY Clerk/Treasurer for review and approval on a monthly basis.
7. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in Chelan County Superior Court.
8. "AT WILL" AND TERMINATION. The CITY Mayor or WELDER/FABRICATOR may terminate this Agreement at any time and for any or no reason with or without cause. WELDER/FABRICATOR is an "at will" employee of the CITY. WELDER/FABRICATOR shall abide by all personnel policies and guidelines of CITY while performing services for the CITY pursuant to this Agreement.
9. COMPLIANCE WITH LAWS. The WELDER/FABRICATOR shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

10. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the CITY and the WELDER/FABRICATOR 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 WELDER/FABRICATOR. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CITY and WELDER/FABRICATOR and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CITY and WELDER/FABRICATOR and not for the benefit of any other party.

APPROVED:

CITY OF CASHMERE

By: _____

Jeff Gomes, Mayor

DATED: _____

APPROVED:

DARRIN CLARIN

By: _____

Darrin Clarin

DATED: _____

CITY OF CASHMERE DARRIN CLARIN

City of Cashmere
101 Woodring Street
Cashmere, WA 98815

Darrin Clarin
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E. Wenatchee, WA 98802