



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, SEPTEMBER 26, 2016 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

PROCLAMATION

Mayor Gomes proclaims October 2-8, 2016 as Public Power Week

ANNOUNCEMENTS & INFORMATION

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of September 12, 2016 Regular Council Meeting
2. Payroll and Claims Packet Dated September 26, 2016

BUSINESS ITEMS

1. Link Transit – Eric West
2. Ordinance No. 1252 Amending the Budget for 2016
3. 2017 Agreement for Emergency Services
4. Final Acceptance of the Aplets Way Project

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, SEPTEMBER 12, 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 Pete Fraley, City Attorney	Chuck Zimmerman, City Attorney

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Mayor Gomes announced that Link Transit is conducting an extensive public outreach program to solicit input from citizens about changes and improvement to transit services they would like to see. An Open House is scheduled for September 26th here at City Hall at 5:00 p.m. for citizen input. Link will then make a presentation at the council meeting at 6:00 p.m.

Councilor Fletcher, City representative on the Link Board gave an update on the request to move the Mission Avenue bus stop. As a first step in the process Link has requested pencil sketches to visualize the impacts. They need to look at the minimum and maximum turning radius before moving the stop from Mission back to Aplets. Council Fletcher explained that the process to reroute a bus takes nine months.

Mayor Gomes read a letter from the Department of Ecology congratulating Cashmere's Wastewater Treatment Plant for receiving the 2015 "Wastewater Treatment Plant Outstanding Performance" award. Cashmere is one of 119 plants that achieved full compliance with its National Pollutant Discharge Elimination System permit in 2015.

The Mayor and Director Botello met with Cashmere School Superintendent Glenn Johnson regarding contributing to a full-time School Resource officer. The Mayor requested two council members to volunteer to meet with Superintendent Johnson and report back to the council. Councilors Smith and Pratt volunteered for the committee.

Planning Director Botello reported that compared to last year the City saved \$11,800 in the cost of electricity at the City Pool by replacing the old boiler with the new heat pumps.

Also, Botello reported that the PUD has agreed to the installation of three new street lights on So. Douglas Street at no charge to the City. The only cost to the city will be the monthly fee for electricity. They are requiring a written request from the City and a favorable response from the neighborhood.

PUBLIC COMMENT PERIOD

No comments from public.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of August 8, 2016 Regular Council Meeting

Meeting of August 22, 2016 Cancelled

Payroll and Claims Packet Dated August 22, 2016

Claims Check #EFT 07/2016 and #37159 through 37189 totaling \$155,656.43

Manual Checks #37154 through #37158

Payroll and Claims Packet Dated September 12, 2016

Claims Check #37217 through #37272 totaling \$266,433.99

Payroll Check #37193 through #37216 totaling \$128,756.19

Manual Check #37190 through #37192

Set Public Hearing for September 26, 2016 on Tanager Lane Annexation

Set Public Hearing for September 26, 2016 on Hensley Annexation

Set Public Hearing for September 26, 2016 on Cashmere's Comprehensive Transportation Plan

MOVED by Councilor Erickson and seconded by Councilor Pratt to approve the items on the consent agenda with the amendment to the August 8th minutes. Motion carried.

EXECUTIVE SESSION – To Discuss Potential Litigation

Mayor Gomes closed the regular meeting at 6:18 p.m. to enter into an executive session for approximately 30 minutes to discuss potential litigation. No action will be taken until back in regular session.

The Mayor reconvened the regular session at 6:50 p.m.

ASPHALT REPAIR AT THE 300 BLOCK OF MISSION AVENUE

Since the completion of the Mission Avenue project a few years ago the City has experienced water drainage issues with certain areas behind the sidewalk in the 300 block of Mission Avenue. After investigation city staff recommends paving the area from the sidewalk to the building eliminating the area that holds the water and allowing the water to drain away from the building.

Staff utilized the Small Works Roster for this repair project and received two bids. The apparent low bidder was Central Washington Asphalt. Staff recommends the asphalt repair utilizing Central Washington Asphalt. This project will require a budget amendment in the amount of \$20,000.

MOVED by Councilor Fletcher and seconded by Councilor Pratt to approve the asphalt repair on Mission Avenue. Motion carried.

ORDINANCE NO. 1251 AMENDING SECTIONS 15.36.070 & 18.10E.070 TO INCLUDE REFERENCES TO THE MOST RECENT FLOOD INSURANCE STUDY

The proposed amendments include changing the dates to the most recent Flood Insurance Study for the City of Cashmere. These amendments are required by the Department of Ecology and need to be adopted within 90 days to stay in compliance with FEMA insurance program.

MOVED by Councilor Erickson and seconded by Councilor Moore to adopt Ordinance No. 1251 amending references to the most recent flood insurance study. Motion carried.

WATER RIGHTS APPLICATION FOR NOS. S4-31918, G4-35243(A) AND S4-35243(B)

There are three proposed agreements between the City and Chelan County Natural Resources Department. There is an agreement for each one of the city's three water right applications. The agreements formally enroll the City in the Wenatchee Basin Coordinated Cost Reimbursement program. The cost for all three agreements is \$34,000, which include the costs required to reimburse the County for administering the Program, the County's contractor for preparing your water right Report of Examination (ROE), and Ecology's review of the ROE and issuance of a permit.

Additional fees associated with legal and engineering are estimated at \$15,000, bringing the total cost for this process to almost \$50,000, which will require a budget amendment.

MOVED by Councilor Moore and seconded by Councilor Fletcher to approve and authorize the Mayor to sign all three applications. Motion carried.

PROGRESS REPORTS

Director Botello will email the Transportation Plan to the council for the Public Hearing.

Botello reported that the Park project is looking good. The trees will be planted later this week. The type of playground equipment has not been agreed on. The Park Committee wants something different than what's in the other city parks. The playground portion of the project will be carried over to next year to be completed.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:14 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

Proclamation

A PROCLAMATION RECOGNIZING THE 30th ANNUAL PUBLIC POWER WEEK.

WHEREAS, Chelan County PUD is a publicly-owned utility providing electricity, water, waste-water, a network of 15 parks, and fiber services to nearly 50,000 retail electric customers in Chelan County;

AND WHEREAS, Chelan County PUD has served customer-owners, including residents, businesses, and industry in Chelan County and throughout the Pacific Northwest for more than 75 years;

AND WHEREAS, Chelan County PUD provides low cost, reliable, clean, carbon-free and renewable hydropower to more than 3,100 customer-owners in the City of Cashmere;

AND WHEREAS, Chelan County PUD produces more than nine million megawatt hours of power per year, enough to run a city of 900,000 people for an entire year;

AND WHEREAS, Chelan County PUD operates Rock Island, the oldest hydroelectric facility on the Columbia River, along with Rocky Reach and Lake Chelan Dams, all producing low cost, clean, reliable and renewable energy;

AND WHEREAS, Chelan County PUD has joined with key partners in the Nation's first Habitat Conservation Plans, which protect salmon and steelhead achieving the high performance standard of "no net impact";

AND WHEREAS, the proud and dedicated men and women of Chelan County PUD are accountable to our customer-owners to provide the highest standard of customer service while maintaining operating efficiencies, stable finances, while protecting our natural resources;


AND WHEREAS, October 2-8 is Public Power Week, recognizing the importance and value of customer-owned public electric utilities; "Connect With Us" will be the theme for this Public Power Week.

NOW, THEREFORE, I, Jeff Gomes, Mayor of the City of Cashmere, do hereby proclaim October 2-8, 2016 as,

PUBLIC POWER WEEK

in the City of Cashmere, and I urge all citizens to commend the tradition of Chelan County PUD, and it's past and current employees for their dedication to serve the values of their customer-owners through outstanding stewardship and we hereby extend our appreciation by this proclamation.

Dated this 26th day of September, 2016


Jeff Gomes, Mayor





OUR FUTURE • OUR FREEDOM • OUR PUBLIC TRANSIT

letsthinklink.org

In January of 2016, the Link Transit Board of Directors and staff launched a community conversation called **ThinkLink, Our Future Our Freedom Our Public Transit.**

This conversation is intended to bring to the forefront a host of ideas and suggestions on how Link Transit can better serve the residents of Chelan and Douglas Counties with relevant, convenient, reliable and financially sustainable public transportation services.

Over the past twenty-five years, Link Transit has evolved into a necessary, valuable and integral asset to each of our communities, large and small.

There is change happening in every community we serve, and our populations are shifting and growing in many ways. This growth is predicted to continue for many years.

As Link Transit enters it's second quarter century of service and looks toward the future, there are questions that need answering.

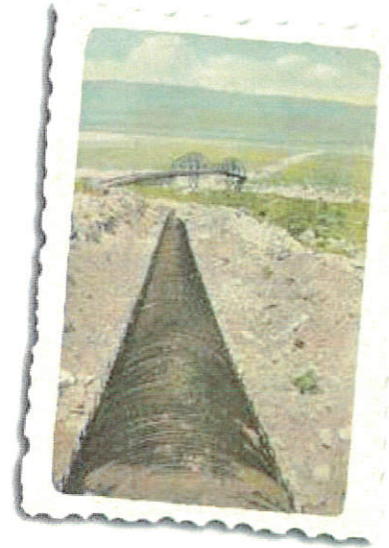
How do the citizens of our area see the need for expanding transit services to address the recent population growth, and that anticipated in the coming years?

Can and should our public transit system play a larger role to help address some of the transportation challenges these changes bring?

Are there different ways to provide service that would attract more people to use transit or increase their access to transit?

Your input is critical in helping chart the future of Link Transit. Over the coming months, we will provide many ways in which you can participate in this effort.

Public meetings will held throughout our service area, and the website letsthinklink.org is always available as a way to submit your comments and suggestions. We look forward to hearing from you!



Columbia River Bridge, 1906

WE WANT TO HEAR YOUR THOUGHTS ABOUT...

OTHER MODES?

are there other modes of transit to consider?

FUNDING AND FARES

what other funding streams are there? are fares needed?

ROUTES AND FREQUENCY

what increases to coverage, routes & frequency are needed?

THE RIDING EXPERIENCE

how can we make transit more attractive to more people?

GREEN TECHNOLOGY

should there be a focus on sustainable technologies?

FASTER OPTIONS

should there be investments in congestion mitigation?

Service Area:
3500 square miles

Population Served:
115,000

2015 Boardings:
Fixed Route: 1,010,404 (+2.3%)
Weekday Average: 3,660 (+1.6%)
Saturday Average: 1,439 (+4.6%)

Communities Served:
Wenatchee
East Wenatchee
Leavenworth
Peshastin
Dryden
Cashmere
Monitor
Manson
Chelan
Entiat
Ardenvoir
Chelan Falls
Orondo
Waterville
Malaga
Rock Island

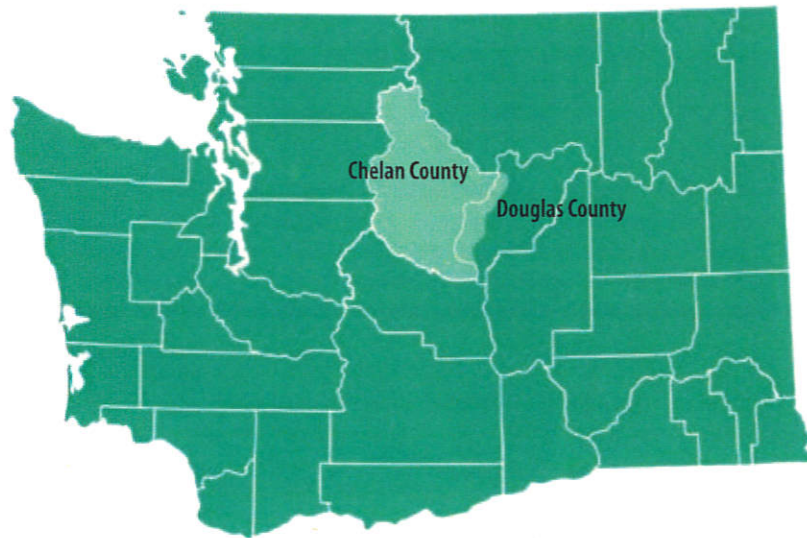
Routes Operated:
9 - Local Fixed Routes
8 - Commuter Routes
1 - Dial A Ride (DART)
1 - ADA Paratransit Service (LinkPlus)

Revenue Fleet:
13 - Small buses
8 - 30' buses
16 - 40' buses
3 - 35' buses
7 - Minivans
9 - Propane mini-vans
5 - Battery Electric Trolleys

Employees:
117

Link Transit

Service Area

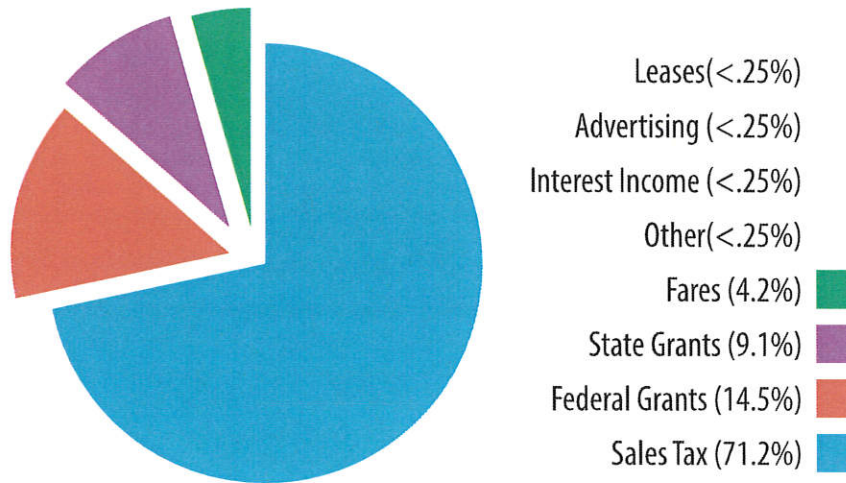


FOR MORE INFORMATION, VISIT
WWW.LINKTRANSIT.COM

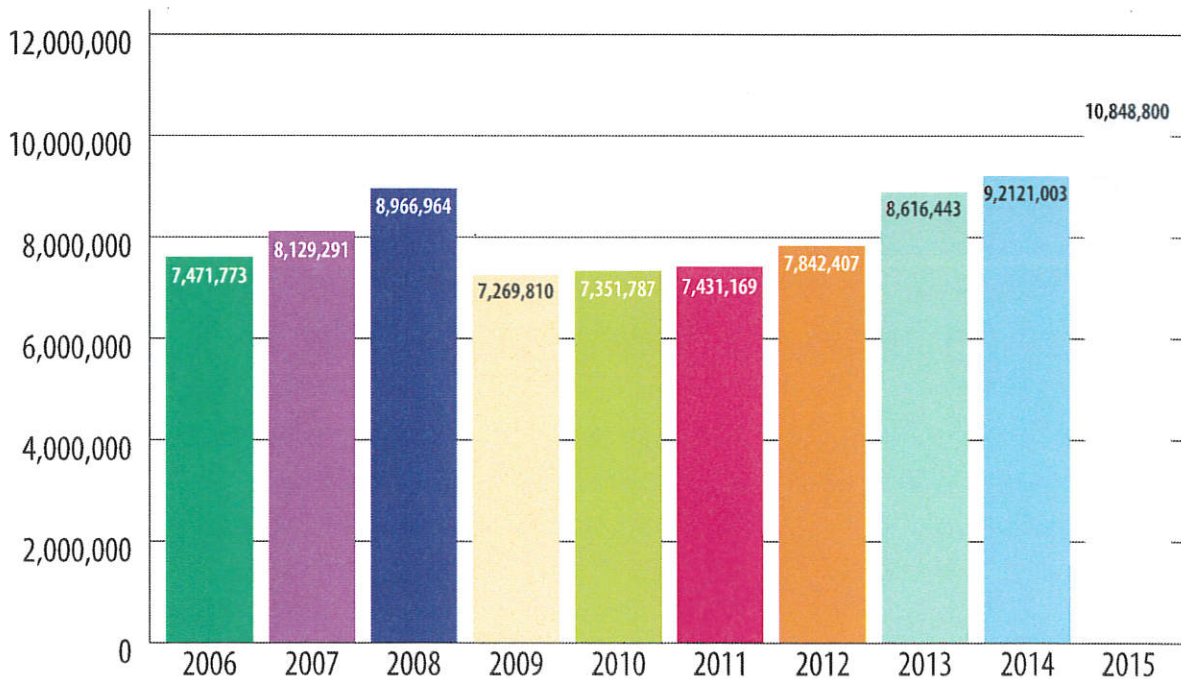


Link Transit Revenue

2016 Operating Revenue Projections: \$14,742,036



Annual Sales Tax Collections

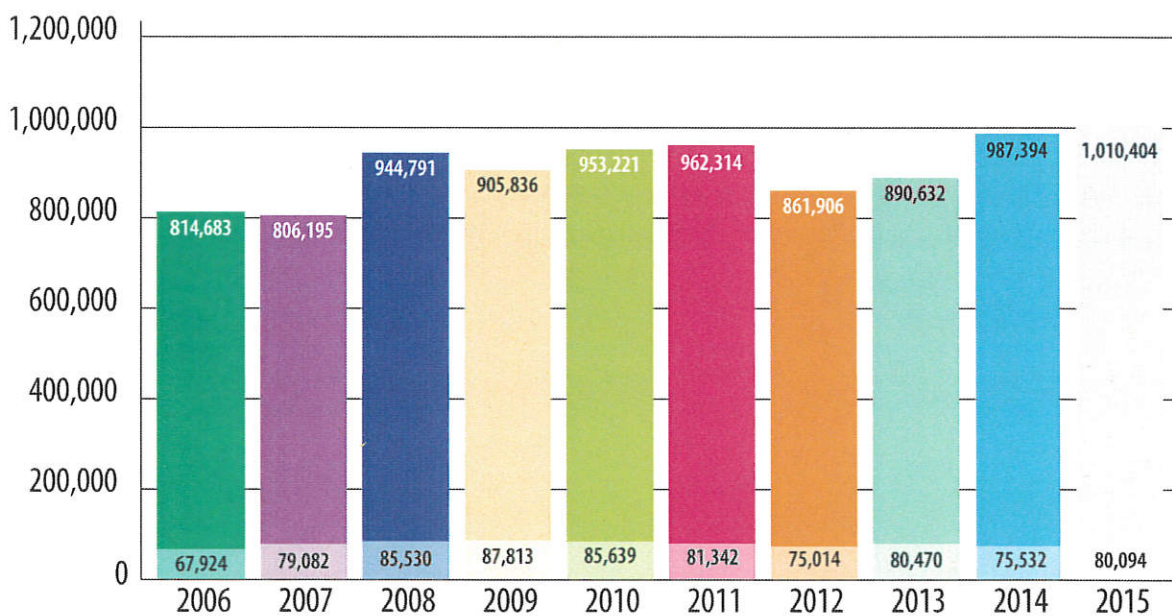


Link Transit

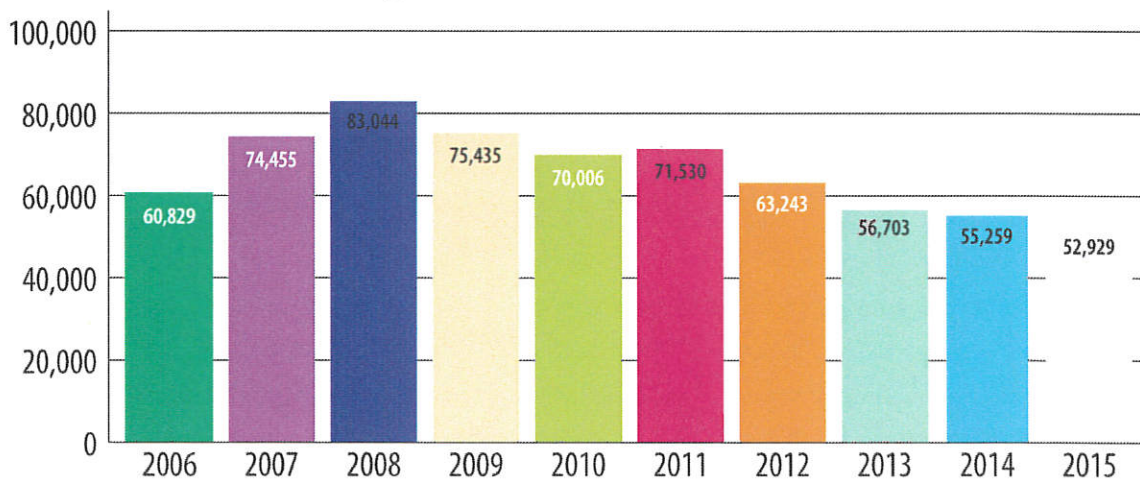
Ridership

Annual Fixed Route/Flex Route Boardings

(Bottom number represents annual revenue hours)



Annual Paratransit Boardings





2015 Achievements

Increased fixed route boardings by 2.3%, to a record 1,010,401

Received all six performance incentives in the Small Transit Intensive Cities program, one of 13 systems in the nation to earn this honor

Acquired and installed security cameras in all Link Transit vehicles

Awarded a contract for four 2nd generation 100% battery electric vehicles

Acquired and installed an internet-based GPS system for our revenue vehicles

Completed the installation of a digital radio and passenger safety system

Acquired and completed installation of a comprehensive security camera system at Columbia Station, our main transit center

Obtained a new tenant for the cafe at Columbia Station and renovated the space

Renovated our Guest Service space at Columbia Station

Maintained 10 year financial sustainability

Established a dedicated safety training program

Installed 22 new passenger shelters, 5 solar lights in shelters, 14 benches and 3 bike pods

ORDINANCE NO. 1252

AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, AMENDING ORDINANCE NO. 1247, ADOPTING THE 2016 BUDGET, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cashmere finds that it is necessary and in the best interest of the City to amend certain fund appropriations authorized by the 2016 budget, to provide for additional revenues and expenditures not identified at the time of adoption of the original budget;

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

Section 1. **Amendment of Total Fund Appropriations.** The 2016 total fund appropriations, Exhibit "A" to Ordinance No. 1247, is hereby amended as set forth in Exhibit "A" attached to this Ordinance.

Section 2. **Amendment of Salary Schedule.** The 2016 Salary Schedule, Exhibit "B" to Ordinance No. 1247, is hereby reaffirmed and shall remain unchanged as set forth in Exhibit "B" to this Ordinance.

Section 3. **Budget Amendment.** The 2016 City of Cashmere Budget is amended as set forth in Exhibit "C" to this Ordinance.

Section 4. Except as amended by this Ordinance, Ordinance No. 1247 of the City of Cashmere and the 2016 budget of the City shall remain in full force and effect.

Section 5. This Ordinance shall take effect and be in full force five (5) days after this Ordinance or a summary thereof consisting of the title is published.

APPROVED:

JEFF GOMES, MAYOR

ATTEST/AUTHENTICATED:

KAY JONES, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

BY: _____
CHARLES D. ZIMMERMAN

PASSED BY THE CITY COUNCIL	:	7/27/15
PUBLISHED	:	8/5/2015
EFFECTIVE DATE	:	8/10/2015
ORDINANCE NO.	:	1245

EXHIBIT A
Ordinance No. 1252

**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	999,044	1,089,807	1,087,037
003 Public Works Fund	1,081,269	1,195,858	1,198,156	1,078,971
108 Lodging Tax Fund	0	5,000	5,000	0
302 Capital Improvement Fund	794,630	1,149,383	1,674,275	269,738
401 Water/Wastewater Fund	1,213,886	3,109,833	3,604,668	719,051
406 Sanitation Fund	552,500	549,360	518,663	583,197
411 Water Capital Fund	273,845	402,500	183,050	493,295
412 Wastewater Capital Fund	1,440,506	417,924	166,000	1,692,430
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	9,184,913	9,388,986	9,787,695	8,786,204
	18,664,850		18,664,850	

EXHIBIT B
Ordinance No. 1252

**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

Pool Employee wages are determined by the number of years of service for the City and

EXHIBIT C
Ordinance No. 1252

FUND NAME	CURRENT BUDGET	AMENDED BUDGET	DIFFERENCE +/-
<u>003 PUBLIC WORKS FUND</u>			
<u>Revenues</u>			
Beginning Fund Balance	1,090,900	1,081,269	-9,631
<u>Expenditures</u>			
Ending Fund Balance	1,100,602	1,078,971	-21,631
Chip Seal Project	106,000	110,000	4,000
Snow & Ice Control Supplies	12,000	20,000	8,000
			-9,631
<u>302 CAPITAL IMPROVEMENT FUND</u>			
<u>Revenues</u>			
Beginning Fund Balance	718,147	794,630	76,483
PUD Energy Saving Grant	0	60,000	60,000
			136,483
<u>Expenditures</u>			
Ending Fund Balance	355,755	269,738	-86,017
Cemetery Road Project	15,000	22,500	7,500
City Pool Improvement Project	150,000	320,000	170,000
Fire Dept Equipment Improvements	0	25,000	25,000
Mission Avenue Asphalt Repair	0	20,000	20,000
			136,483
<u>401 WATER/WASTEWATER FUND</u>			
<u>Revenues</u>			
Beginning Fund Balance	1,282,440	1,213,886	-68,554
<u>Expenditures</u>			
Ending Fund Balance	831,055	719,051	-112,004
Engineering Continuing Services	10,000	53,450	43,450
			-68,554
<u>411 WATER CAPITAL FUND</u>			
<u>Revenues</u>			
Beginning Fund Balance	419,200	273,845	-145,355
<u>Expenditures</u>			
Ending Fund Balance	688,650	493,295	-195,355
DOE Cost Reimb for Water Rights	0	50,000	50,000
			-145,355
<u>412 WASTEWATER CAPITAL FUND</u>			
<u>Revenues</u>			
Beginning Fund Balance	1,444,400	1,440,506	-3,894
<u>Expenditures</u>			
Ending Fund Balance	1,756,324	1,692,430	-63,894
2nd Drying Pad for Solids	0	60,000	60,000
			-3,894

2017 AGREEMENT FOR EMERGENCY SERVICES

This Agreement entered into this _____ day of _____, 2016, 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-six dollars and zero cents (\$8026.00) for services to be provided during the period from January 1 to December 31, 2017, payable in four equal installments of two thousand and six dollars and fifty cents (\$2006.50), due at the end of the first month of each calendar quarter.

IX. Term

This contract expires at midnight, December 31, 2017. 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 _____, 2016.

BOARD OF CHELAN COUNTY COMMISSIONERS

KEITH W. GOEHNER, CHAIRMAN

DOUG ENGLAND, COMMISSIONER

RON WALTER, COMMISSIONER

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

September 12, 2016

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

Sent Via: US Mail

**Subject: City of Cashmere Aplets Way Overlay Project
Recommendation for Acceptance of Contract**

Dear Mark:

J&K Earthworks has completed the work on the Aplets Way Overlay 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 \$403,471.33. The total contract cost is \$1,842.57 under the original contract bid award amount.

The City will need to submit the Notice of Completion of Public Works Contract forms to the Department of Revenue, the Department of Labor and Industries, and Employment Security once the project is accepted 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: Mr. Paul Mahre, WSDOT
Ms. Gloria Bennett, TIB

