



## City of Cashmere

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

**CITY OF CASHMERE  
PUBLIC HEARING  
MONDAY, NOVEMBER 26, 2012  
6:00 P.M., CITY HALL**

### **AGENDA**

#### BUSINESS ITEM

#### **PUBLIC HEARING ON FINAL BUDGET FOR 2013**

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR.  
PLEASE STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS.

Americans with Disabilities Act (ADA) accommodations provided upon request.  
(48-hour notice required)

The City of Cashmere is an equal opportunity provider and employer.

To file a complaint of discrimination, write USDA, Director, Office of Civil rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202)720-6382 (TDD).



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CASHMERE CITY COUNCIL MEETING  
MONDAY, NOVEMBER 26, 2012 7:00 P.M., CITY HALL

### AGENDA

#### CALL TO ORDER

#### FLAG SALUTE

#### EXCUSE ABSENCE

#### ANNOUNCEMENTS & INFORMATION

#### PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

#### APPROVAL OF AGENDA

#### CONSENT AGENDA

1. Minutes of November 13, 2012 Regular Study Session Meeting
2. Minutes of November 13, 2012 Regular Council Meeting
3. Payroll and Claims Packet Dated November 26, 2012

#### BUSINESS ITEMS

1. Public Hearing on Zoning Map Amendment
2. City of Cashmere/Cashmere Chamber of Commerce Agreement – Lodging Tax Funds
3. Resolution No. 08-2012 Increasing Wastewater Rates for 2013 – 2017
4. Resolution No. 11-2012 Increasing Water Rates for 2013 – 2017
5. Resolution No. 12-2012 Increasing Garbage and Solid Waste Rates
6. Ordinance No. 1206 Amending the Budget for 2012

#### 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)**

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MINUTES OF THE CASHMERE CITY COUNCIL MEETING  
TUESDAY, NOVEMBER 13, 2012 AT CASHMERE CITY HALL

OPENING

Mayor Jeff Gomes opened the regular city council meeting at 7:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jeff Gomes	
Council:	Skip Moore Jim Fletcher Donna Wynne Derek Knutsen John Bryant	
Staff:	Bob Schmidt, Director Kay Jones, Clerk-Treasurer Mark Botello, Director of Planning/Building	

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Director Botello handed out the 2011 Updated Chelan County Multi-Jurisdiction Natural Hazard Mitigation Plan. The Plan will be on the next agenda for Council's consideration for approval.

Councilor Bryant reported that he and Director Botello served on a committee to make recommendations for awarding \$787,000 in grant funds for homeless shelters. The Wenatchee City Council accepted the funding recommendations. A list of the awards is available for anyone interested.

Mayor Gomes reported that he has met with the Jail Director Curt Lutz and the Prosecuting Attorney Doug Shae to discuss the Regional Jail Fees.

Also, Gomes reported that Tony Frytag, Cashmere's representative on the Public Facilities District Board has agreed to serve for another term beginning January 1, 2013.

Director Botello reported that he has submitted three grant applications to the Transportation Improvement Board. He will find out the selection results on Friday, November 16, 2012.

PUBLIC COMMENT PERIOD

No public comments.

APPROVAL OF AGENDA

MOVED by Councilor Bryant and seconded by Councilor Wynne to approve the agenda as presented. Motion carried.

CONSENT AGENDA

Minutes of October 22, 2012 Regular Council Meeting

Payroll and Claims Packet Dated November 13, 2012

Claim Check Nos. 32704, through 32762 totaling \$353,727.63

Payroll Check Nos. 32699 through 32703 totaling \$91,465.09

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

2<sup>ND</sup> PUBLIC HEARING ON PRELIMINARY BUDGET FOR 2013 INCLUDING POSSIBLE INCREASE IN PROPERTY TAX

Mayor Gomes opened the public hearing on the preliminary budget at 7:12 p.m. to receive public input. No public was present so the public hearing was closed at 7:13 p.m.

ORDINANCE NO. 1203 AUTHORIZING THE GENERAL PROPERTY TAX LEVY

The proposed ordinance takes the 1% increase allowed by law and the banked levies the Cashmere Council has not taken for the past three years. The regular property tax levy, plus a 3.77% increase over the levy from the previous year is \$19,542.93. The estimated budget amount to be collected in the year 2013 is \$563,031.19.

The percentage amount on Exhibit A, was amended from .03777% to 3.77% to be consistent with Section 1 in the Ordinance.

MOVED by Councilor Bryant and seconded by Councilor Fletcher to adopt Ordinance No. 1203 authorizing the general property tax levy as amended. Motion carried with four in favor and Councilor Moore voting no.

ORDINANCE NO. 1204 INCREASING UTILITY TAXES ON GARBAGE, WATER AND SEWER SERVICES

The proposed ordinance implements a modest 4% increase in utility taxes. The word "modest" was removed.

MOVED by Councilor Moore and seconded by Councilor Bryant to adopt Ordinance No. 1204 as amended, increasing utility taxes on garbage, water and sewer services. Motion carried.

ORDINANCE NO. 1205 AMENDING CHAPTER 13.32 RELATING TO LATECOMER REIMBURSEMENTS

The proposed ordinance amends the procedures for establishment of the reimbursement area and eliminates the "beyond benefit area". The revised chapter provides the City with more flexibility in establishing reimbursement assessments for properties located within a reimbursement area.

MOVED by Councilor Wynne and seconded by Councilor Fletcher to adopt Ordinance No. 1205 amending Chapter 13.32 relating to latecomer reimbursements. Motion carried.

2013 AGREEMENT FOR EMERGENCY SERVICES

The proposed agreement for emergency services is between the City and the Chelan County Department of Emergency Management. Chelan County provides services to the City for compliance with Title III of the Superfund Amendment and Reauthorization Act and to develop a Comprehensive Emergency Management Plan and program and other emergency operational functions as required in RCW Chapter 38.52.

MOVED by Councilor Fletcher and seconded by Councilor Knutsen to approve the 2013 Agreement for Emergency Services. Motion carried.

2013 LEGAL SERVICES

MOVED by Councilor Fletcher and seconded by Councilor Wynne to approve the increase in rates for legal services for 2013. Motion carried.

AWARD TIGNER ROAD PROJECT TO THE APPARENT LOW BIDDER – CENTRAL WASHINGTON ASPHALT

The City received bids from Central Washington Asphalt, LLC, Granite NW and Mitchell Trucking & Paving. Central Washington Asphalt was the apparent low bidder.

MOVED by Councilor Bryant and seconded by Councilor Knutsen to award the Tigner Road project to Central Washington Asphalt, the apparent low bidder. Motion carried.

CITY OF CASHMERE/CASHMERE CHAMBER OF COMMERCE AGREEMENT FOR LODGING TAX FUNDS

Councilor Bryant stated that he is in favor of the Chamber receiving the lodging tax funds. His concern is the way the agreement is written. The agreement does not address an application process to give businesses the opportunity to apply for the funds, which is what the Chamber agreed to do at the previous council meeting. Bryant would like to see the agreement redrafted to address the application process so that everyone serving on the Chamber Board understands the process and expectations for the funds.

Councilor Fletcher stated that we are talking about \$3,000 annually, he trusts the Chamber to use the funds appropriately. If the City is not happy with how the Chamber uses or distributes the funds the City can terminate the agreement.

MOVED by Councilor Bryant and seconded by Councilor Wynne to table the agreement for lodging tax funds to speak with the Chamber. Motion carried with four in favor and Councilor Fletcher voting no.

PROGRESS REPORTS

Director Schmidt reported that they poured the last section of the floor for the new treatment plant. With the floor done they will be able to work through the winter. The walls will be poured next.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 8:05 p.m.

---

Jeff Gomes, Mayor

Attest:

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Kay Jones, City Clerk-Treasurer

# Staff Summary

**Date:** November 26, 2012  
**To:** Mayor and Cashmere City Council  
**From:** Mark Botello  
**RE:** Public Hearing on Schmitten Zone Change

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## **Description of Proposed Amendments:**

The proposed amendments to the City of Cashmere Comprehensive Land Use Plan Map and Zoning Map are as follows:

- Application from Raymond & Patricia Schmitten (312 River Street, also identified by Chelan County Assessor's Parcel Number 23-19-04-790-150) for a Zoning Map Amendment and Comprehensive Plan Land Use Map Amendment. The proposal is to change the current zoning/comprehensive plan land use map from Multi-Family (MF) to Warehouse-Industrial (W/I).

## **Utilities:**

Water: The subject site is currently connected to City of Cashmere Water.

Sewer: The subject site is currently connected to City of Cashmere Sewer.

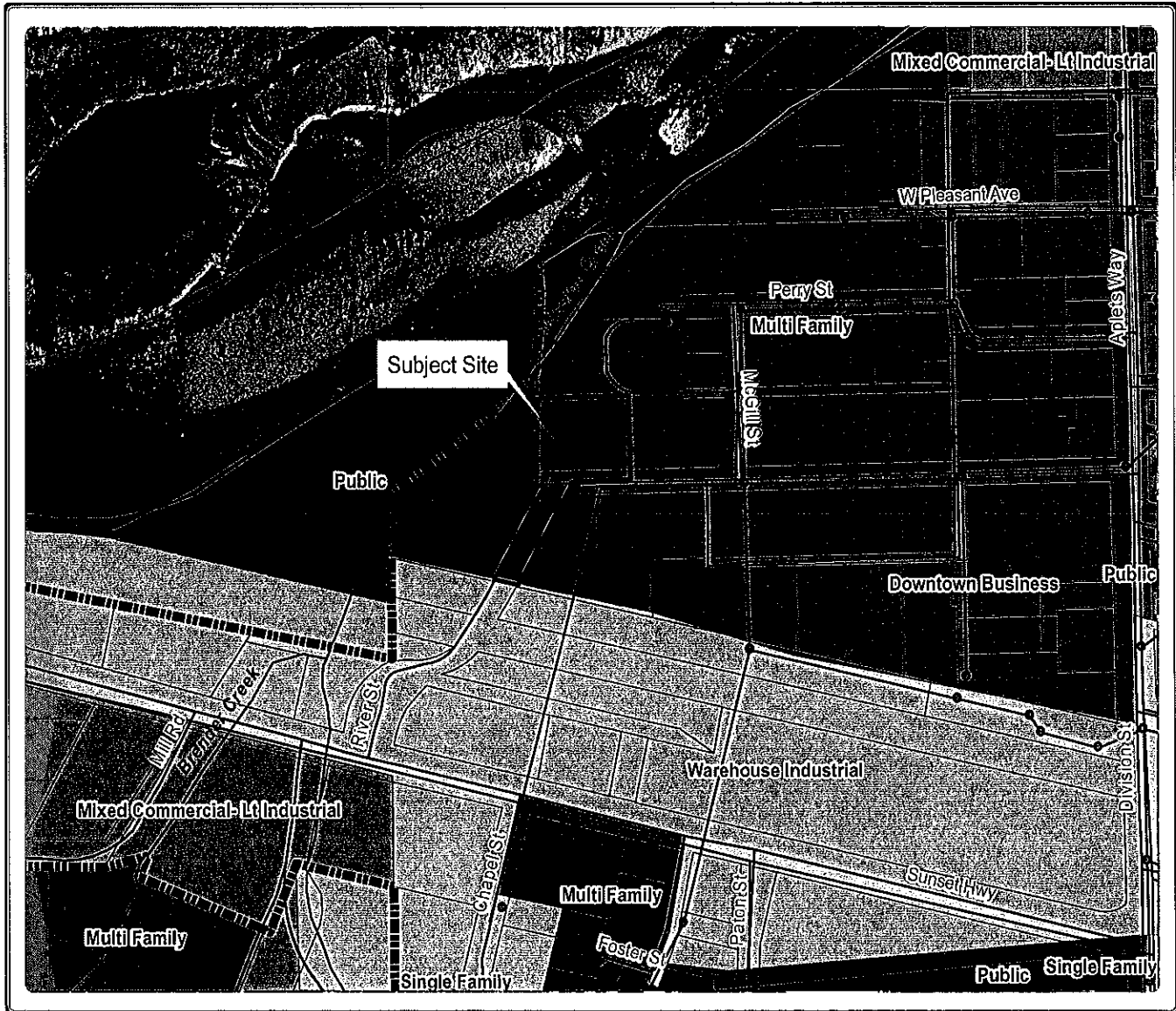
Electricity: The Site is currently connected to Chelan County Public Utility District.

## **Public Comment:**

Letter from David Swift (306 River Street), which is adjacent to 312 River Street. Mr. Swift's concerns, as stated in within the letter, are as follows:

- Mr. Swift stated that he doesn't want his property rezoned.  
*Staff: His property will not be rezoned.*
- Mr. Swift wanted to know if the parking is adequate for the Laundromat proposal.  
*Staff: Parking will be adjacent to the existing building, which is on the same parcel as the subject property being rezoned.*
- Mr. Swift had questions about on street parking and parking adjacent to River Street Park.  
*Staff: No parking on the south portion of River Street, and the street is posted.*
- Mr. Swift had questions about children playing and speed limits.  
*Staff: The City recently post "slow children at play" signs and speed limits signs on River Street. The speed limit is 25 mph.*

Before the Zone Change



After the Zone Change



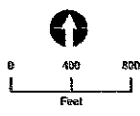




## Environment Designations Cashmere 01

All features depicted on this map are approximate. They have not been verified, and are for informational purposes only. Additional site-specific information may be needed to confirm the information shown on this map.

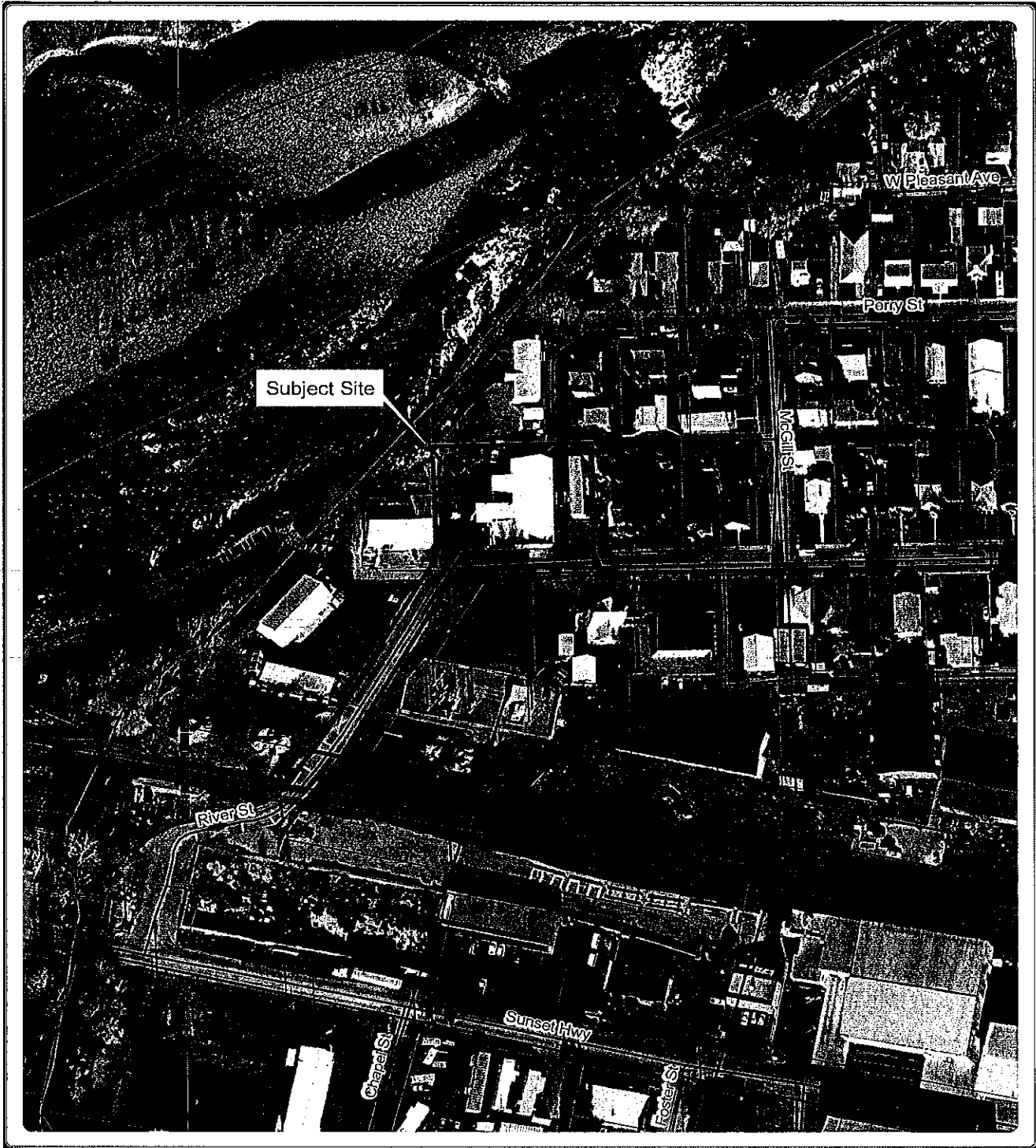
July 17, 2012  
Data: VBA DBR, WLA OFM, Alliance Consulting Group, Chelan County



- CCA--Environment Designations**
- High Intensity
  - Urban Conservancy\*
  - Shoreline Residential
  - Shoreline Park/Public
  - ▨ UGA Hatching\*\*
- Highways  
 Railroads  
 Parcels  
 City Boundaries  
 UGA Boundaries  
 WRJA Boundaries

**NOTES:**  
 \*The boundary of this environment is based on wetland boundaries approximated and/or surveyed by Alliance Consulting Group 2009.  
 \*\*Hatching indicates shoreline jurisdiction located within the City's Urban Growth Area that is governed by Chelan County. Chelan County will apply the City's Shoreline Master Program standards in those areas.

**Current Site Condition**





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Notice is hereby given that the **Cashmere City Council** will hold a public hearing on Monday, November 26, 2012, at 7:00 p.m. at the Cashmere City Hall, 101 Woodring Street, Cashmere, Washington, related to the following:

Request from Raymond & Patricia Schmitt. (312 River Street, also identified by Chelan County Assessor's Parcel number 23-19-04-790-150).

Zoning Map Amendment (change the zoning from multi-family to warehouse industrial).

Comprehensive Land Use Map Amendment (change the comprehensive land use map from multi-family to warehouse industrial).

The public is invited to attend and make comment or to send written comment to the Cashmere City Council, 101 Woodring Street, Cashmere, WA 98815.

Publish: November 14, 2012

Name	Address	City	State	Zip
BNSF RAILWAY COMPANY	PO BOX 961089	FORT WORTH	TX	76161
FEDERAL NATIONAL MORTGAGE ASSN	3900 WISCONSIN AVE	WASHINGTON	DC	20016
GRONLUND JERAMIE	217 RIVER ST	CASHMERE	WA	98815
ZEPEDA REMIGIO S	215 RIVER ST	CASHMERE	WA	98815
MARDEN JUSTIN ETAL	211 RIVER ST	CASHMERE	WA	98815
REYES RHONDA	317 E RAYMOND AVE	CHELAN	WA	98816
LOBE BEVERLY L	207 MCGILL ST	CASHMERE	WA	98815
ROBLES J CATARINO	PO BOX 473	CASHMERE	WA	98815
LOVE DANIEL E	105 PARKHILL ST	CASHMERE	WA	98815
SANCHEZ BALDOMERO&SARA	208 MCGILL ST	CASHMERE	WA	98815
VALDIVIA REFUGIO	219 PERRY ST	CASHMERE	WA	98815
SWIFT DAVID W	306 RIVER ST	CASHMERE	WA	98815
GREGORY BLAKE J	222 PERRY ST	CASHMERE	WA	98815
IBARRA MARIA&THOMAS	221 PERRY ST	CASHMERE	WA	98815
FRANKLIN RANDAL G	218 PERRY ST	CASHMERE	WA	98815
BROWN CHARLES D SR ETL	120 W PLEASANT	CASHMERE	WA	98815
THRESHER MICHAEL A	309 RIVER ST	CASHMERE	WA	98815
REED ETAL NICHOLAS S	4080 MISSION CREEK RD	CASHMERE	WA	98815
NBS PROPERTIES LLC	PO BOX 741	CASHMERE	WA	98815
JORGENSEN ERIK N	5798 PIONEER DR	CASHMERE	WA	98815
FLAGEL PHYLLIS ETAL	217 PERRY ST	CASHMERE	WA	98815
CENOTTO DAVID J& MICHAEL P	PO BOX 805	WATERVILLE	WA	98858
IRLE GORDON K	101 NEWBERRY ST	CASHMERE	WA	98815
GUZMAN DONATO	PO BOX 162	DRYDEN	WA	98821
DODSON JONATHAN	5445 BINDER RD	CASHMERE	WA	98815
CASTANEDA LEOBARDO	216 RIVER ST	CASHMERE	WA	98815
REYES RHONDA	317 E RAYMOND AVE	CHELAN	WA	98816
DILLY STEVEN & TONJA	408 5TH ST SUITE A	WENATCHEE	WA	98801
ALL SEASONS BUILDINGS LLC	4080 MISSION CREEK RD	CASHMERE	WA	98815
CHELAN COUNTY PUD	PO BOX 1231	WENATCHEE	WA	98807
GRIDLEY TRUST	20 BRIARWOOD CT	BRENTWOOD	CA	94513
MAYFIELD LANA	731 VILLAGE WAY	SANDY	UT	84094

①

To Whom this concerns -  
This is a written comment of  
my concerns for the zoning  
Amendment change for 312 River  
Street in Cashmere. I own the  
property adjoining 312 River St. at  
306 River St. My main concern  
is that zoning does not get  
changed on my property, I would  
be totally against that.

My other concerns are where  
A is the parking going to be, there  
is definitely no room on the street  
with the photography business parking  
over flow on the street and the  
general public that parks on the  
street. If this does turn into another  
business on our street, it will be a business  
of much comings and goings. The city or  
the owners of the business need to be 100%  
responsible for a blinking noticeable children  
at play sign and speed sign with speed bumps  
in the road especially around the bend in front  
of the laundry purposed laundry mat.

②

There is a park straight across from the proposed Laundry Matt, it is essential that the safety of all people especially children is addressed, a blinking sign with speed bumps will be noticed 24-7 especially at night. RIVER St. is already over congested with parking, cars and people. The street is extremely narrow and dangerous especially for children. IF these issues were addressed I have no problem with a laundry matt being put in.

Thank you for reading this at both ~~me~~ meetings.

DAVID W. SWIFT  
306 RIVER St.

PROPERTY adjoining 312 RIVER St.



STATE OF WASHINGTON

DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000  
www.commerce.wa.gov

September 26, 2012

Mark Botello  
Planning Director  
City of Cashmere  
101 Woodring Street  
Cashmere, Washington 98815-1034

Dear Mr. Botello:

Thank you for sending the Washington State Department of Commerce (Commerce) the following materials as required under RCW 36.70A.106. Please keep this letter as documentation that you have met this procedural requirement.

**City of Cashmere - Request for proposed zoning map amendment and land use amendment for parcel # 23-19-04-790-150. These materials were received on September 25, 2012 and processed with the Material ID # 18483.**

We have forwarded a copy of this notice to other state agencies.

If this submitted material is an adopted amendment, then please keep this letter as documentation that you have met the procedural requirement under RCW 36.70A.106.

If you have submitted this material as a draft amendment, then final adoption may occur no earlier than sixty days following the date of receipt by Commerce. Please remember to submit the final adopted amendment to Commerce within ten days of adoption.

If you have any questions, please contact Growth Management Services at [reviewteam@commerce.wa.gov](mailto:reviewteam@commerce.wa.gov), or call Dave Andersen (509) 434-4491 or Paul Johnson (360) 725-3048.

Sincerely,

Review Team  
Growth Management Services

## CITY OF CASHMERE/CASHMERE CHAMBER OF COMMERCE AGREEMENT

THIS AGREEMENT is made between the City of Cashmere, a municipal Corporation (hereinafter "City"), and the Cashmere Chamber of Commerce, a non-profit corporation (hereinafter "Chamber") to provide visitor information center and tourism promotion services.

WHEREAS, the City Council has determined that it is in the best interest of the citizens of the City to enter into a contractual relationship with the Chamber for the services set forth in this Agreement; now, therefore,

The City and the Chamber agree as follows:

1. Term of Agreement. This Agreement shall commence upon signing by both parties, and continue unless and until terminated by either party pursuant to other provisions of this Agreement.

2. Services to be Provided by Chamber. The Chamber shall operate a visitor information center and provide tourism promotion services, for the purpose of attracting tourists to the City.

3. Use of Special Excise Lodging Tax Funds. Unless specifically prohibited from use by the terms of paragraph 4 of this Agreement, lodging tax funds provided to the Chamber by the City pursuant to this Agreement shall be used for tourism promotion within the meaning of Chapter 67.28 RCW and shall be used to carry out the purposes provided for in paragraph 2 above, including but not limited to, the following:

- a. Maintaining telephone services in a professional and courteous manner for the purpose of communicating with tourists and potential tourists and providing visitor information center information telephonically, via e-mail, and in the Chamber office;
- b. Mailing responses to inquiries concerning tourism;



- c. Providing, maintaining, and updating on a regular basis with current events and information a website promoting City tourism activities;
- d. Maintaining a supply of literature and brochures promoting tourism in the City and local area;
- e. Maintaining a data base of inquiries for tourism-related services and materials;
- f. Paying a portion of the general operating expenses incurred by the Chamber to fund the operation of its visitor information center;
- g. Meeting with City staff, the Mayor and City Council as requested by the City to discuss any concerns or changes deemed necessary to the continuation of this Agreement.

4. Restrictions on the Use of Funds. The special excise lodging tax funds received by the Chamber pursuant to this Agreement shall not be used for the following:

- a. To purchase, construct, or improve capital facilities or equipment;
- b. To fund activities that target the generation of business for any single specific private business entity;
- c. For any purpose that would violate the following as the same exist now or may be hereafter amended:
  - (1) RCW 67.28.1815,
  - (2) Article 8, Section 7 of the Washington State Constitution (gifting of public funds);

5. Chamber Reporting Requirements. The Chamber shall provide the City with a written report at a City Council Meeting or City Council Study Session in October of each year.

6. Termination Due to Change in Law. The City or the Chamber at the sole option of either may terminate this Agreement effective immediately upon providing written notice of termination to the other party in the event Chapter 67.28 RCW is modified such that:

- a. The authority of the City to impose and collect all of the special excise taxes on lodging presently authorized is reduced; or

- b. The purposes for which the funds collected pursuant to Chapter 67.28 RCW may be used are more restrictive than the uses permitted by law on the date of execution of this Agreement by the City.

7. Termination for Breach. Failure of either party to comply with the terms of this Agreement within ten (10) days after notice of any breach shall be cause for the other party to immediately terminate this Agreement.

8. Termination for Convenience. Either the City or Chamber may terminate this Agreement for convenience and the effective date of the termination shall be December 31 of the year in which the notice of termination is given, provided that the notice of termination is provided by the terminating party to the non-terminating party on or before December 1 of the year in which the notice is provided. Notices provided after December 1 in any year shall be effective on December 31 of the year following the year in which the notice is provided.

9. Audit and Records.

- a. The City may at any time, upon providing ten (10) days notice, examine all of the books and records of the Chamber to ensure compliance with the terms of this Agreement; and
- b. The Chamber shall keep all books, records, and receipts for a period of three (3) years following the date to which the books, records, and receipts pertain.

10. Repayment for Breach. In the event the Chamber does not comply with the Chamber reporting requirements set forth in this Agreement or does not comply with any other provisions of this Agreement or expends funds for other than the purposes permitted pursuant to this Agreement, then said funds already paid by the City to the Chamber shall be repaid to the City together with interest at the rate of twelve percent (12%) per annum. The Chamber agrees to pay all of the City's costs and expenses incurred in enforcing the terms of this Agreement, including but not limited to, reasonable attorneys fees.

11. Funds to be Provided by City to Chamber. All of the lodging tax funds received by the City pursuant to Chapter 67.28 RCW and Chapter 3.08 of the Cashmere Municipal Code ("CMC") shall be disbursed by the City to the Chamber annually on or before December 31 of each year this Agreement is in effect. The first disbursement of lodging taxes from the City to

the Chamber shall occur on or before December 31, 2012 and shall include all of the funds received by the City pursuant to the tax enacted in accordance with Chapter 67.28 RCW as enacted by the City Ordinance codified in Chapter 3.08 of the CMC. The funds provided by the City to the Chamber shall be used by the Chamber in the year following the year in which the funds are provided to the Chamber and the Chamber shall remit any unused funds to the City on or before January 15th of the year following the year in which the funds were provided to the Chamber. Only special excise tax lodging funds imposed and actually received by the City shall be available to be paid by the City to the Chamber pursuant to the terms of this Agreement. Notwithstanding any provision herein to the contrary, the maximum amount of funds to be paid by the City to the Chamber in any one (1) year pursuant to this Agreement shall be \$5,000.00.

12. Expenditures by Chamber. Any Chamber expenditures in excess of tax funds actually received by the City shall be at the Chamber's risk, and the City shall have no obligation to reimburse the Chamber for such expenditures.

13. Independent Contractor. The Chamber is an independent contractor with respect to the use and expenditure of the lodging taxes provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Chamber nor any employee or volunteer of the Chamber shall be entitled to any benefits afforded City employees by virtue of the use and expenditure of the lodging taxes collected by the City or by virtue of the terms of this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to the Chamber, or any employees or volunteers of the Chamber.

14. Indemnification and Hold Harmless. The Chamber shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of the Chamber, its officers, agents, volunteers, and employees, in use and expenditure of the lodging taxes described in this Agreement. With respect to the Chamber's performance required by this Agreement and as to claims against the City, its officers, agents and employees, the Chamber expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for

injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for herein extends to any claim brought by or on behalf of any employee of the Chamber and includes any judgment, award or cost thereof, including attorneys fees.

**THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.**

15. Notices and Information. Notices and information shall be mailed or delivered to the following addresses or such other address as is provided by either party to this Agreement to the other party in writing:

City of Cashmere  
Cashmere City Hall  
Attention: City Mayor  
101 Woodring Street  
Cashmere, WA 98815

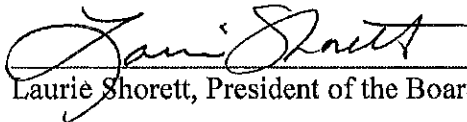
Cashmere Chamber of Commerce  
Attention: Manager  
101 Cottage Avenue  
P. O. Box 834  
Cashmere, WA 98815

*[The remainder of this page left blank intentionally]*

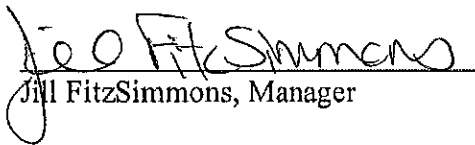
16. Entire Agreement and Amendments. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties with respect thereto. This Agreement may be amended only by an agreement in writing signed by the parties.

**CASHMERE CHAMBER  
OF COMMERCE**

APPROVED this 9<sup>th</sup> day of  
NOVEMBER, 2012

By:   
Laurie Shorett, President of the Board

ATTEST/AUTHENTICATED:

By:   
Jill FitzSimmons, Manager

**CITY OF CASHMERE**

APPROVED by the City Council  
at an Open Public Meeting the \_\_\_\_\_  
day of \_\_\_\_\_, 2012.

By: \_\_\_\_\_  
Jeff Gomes, Mayor

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
Kay Jones, City Clerk-Treasurer

**RESOLUTION 08-2012**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, AMENDING RESOLUTION 11-2011, AMENDING CITY WASTEWATER RATES EFFECTIVE JANUARY 1, 2013.**

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**WHEREAS**, the City Council of the City of Cashmere, desires to amend Resolution 11-2011, Wastewater rates to include a 6% increase in the rates, and a 4% increase in utility tax for wastewater service provided by the City of Cashmere; now, therefore,

**THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** City Resolution 11-2011 and the rates for wastewater set forth therein are hereby amended as follows:

**WASTEWATER RATES AND CHARGES**

**SCHEDULE 1-WW**

**CITY SINGLE-FAMILY AND DUPLEX RESIDENTIAL WASTEWATER SERVICE**

**Character of service:**

Service under this schedule is applicable to single-family dwellings and duplexes. A duplex is a house of single structure consisting of two separate family dwellings. Manufactured homes, regardless of whether placement is in a park development or single lot, are considered single-family dwellings.

**Metering:** None

**Monthly Rates:**

**1-WW CITY**

<b>1/1/13</b>	<b>1/1/14</b>	<b>1/1/15</b>	<b>1/1/16</b>	<b>1/1/17</b>
6%	6%	6%	6%	6%
\$79.17	\$83.92	\$88.95	\$94.29	\$99.95

**1-WW COUNTY**

**Rates calculated at 1.5 times the City Single-Family and Duplex Rates.**

<b>1/1/13</b>	<b>1/1/14</b>	<b>1/1/15</b>	<b>1/1/16</b>	<b>1/1/17</b>
\$118.76	\$125.88	\$133.43	\$141.44	\$149.93

**Discount:**

Low-income Senior and Disabled      20% off base rate

Adopted by Resolution 08-2012  
Effective January 1, 2013

**SCHEDULE 2-WW**  
**MULTI-FAMILY RESIDENTIAL WASTEWATER SERVICE**

**Character of service:**

Service under this schedule is applicable to multi-family dwellings of three or more family units.

**Metering:**

This schedule is based on WATER use. There shall be no meter to measure actual wastewater use.

**Monthly Rates:**

**2-WW CITY**

<b>1/1/13</b>	<b>1/1/14</b>	<b>1/1/15</b>	<b>1/1/16</b>	<b>1/1/17</b>
6%	6%	6%		
\$ 168.05	\$178.13	\$188.82	\$200.15	\$212.16

**Per 1,000 gallons over 11,000**

\$4.38	\$4.64	\$4.92	\$5.21	\$5.53
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**2-WW COUNTY**

**Rates calculated at 1.5 times the City Multi-family Residential Rates.**

<b>1/1/12</b>	<b>1/1/13</b>	<b>1/1/14</b>	<b>1/1/16</b>	<b>1/1/17</b>
\$252.08	\$267.20	\$283.23	\$300.23	\$318.24

**Per 1,000 gallons over 11,000**

\$6.57	\$6.96	\$7.38	\$7.82	\$8.29
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Adopted by Resolution 08-2012  
 Effective January 1, 2013

**SCHEDULE 3-WW**  
**COMMERCIAL WASTEWATER SERVICE**  
Wastewater strength less than 300ppm BOD, less than 300ppm TSS\*

**Character of service:**

Service under this schedule is applicable to commercial enterprises including, but not limited to, retail stores, motels, hotels, clinics, schools, storage warehouses, businesses and professional offices that do not produce a higher strength wastewater than a typical single-family residence.

**Metering:**

Service rates shall be based on metered City water usage whenever metered water serves the applicable property. If service does not include City metered water, then usage shall be determined by a city-approved wastewater meter. For existing uses in this classification that do not have a wastewater meter, usage shall be estimated by City.

**Monthly Rates:**

**3-WW CITY**

<b>1/1/13</b>	<b>1/1/14</b>	<b>1/1/15</b>	<b>1/1/16</b>	<b>1/1/17</b>
6%	6%	6%		
\$ 79.17	\$83.92	\$88.95	\$94.29	\$99.95

**Per 1,000 gallons over 11,000**

\$4.87	\$5.17	\$5.48	\$5.80	\$6.15
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**3-WW COUNTY**

**Rates calculated at 1.5 times the City Multi-family Residential Rates.**

<b>1/1/12</b>	<b>1/1/13</b>	<b>1/1/14</b>	<b>1/1/16</b>	<b>1/1/17</b>
\$118.76	\$125.88	\$133.43	\$141.44	\$149.93

**Per 1,000 gallons over 11,000**

\$7.32	\$7.75	\$8.22	\$8.71	\$9.24
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Adopted by Resolution 08-2012  
Effective January 1, 2013



**SCHEDULE 4-WW**

INDUSTRIAL WASTEWATER SERVICE (City or County)  
Wastewater Strength more than 300ppm BOD, more than 300ppm TSS\*

**Character of service:**

This schedule is applied as determined pursuant to Ordinance #1132 and Resolution #04-2008 unless otherwise provided by contract between the City and the utility customer.

**Metering:**

Usage shall be determined by a city-approved wastewater meter.

**Monthly Rates:**

User Charge shall be the minimum monthly charge and shall include up to 11,000 gallons

**User Charge:**

<b>1/1/13</b>	<b>1/1/14</b>	<b>1/1/15</b>	<b>1/1/16</b>	<b>1/1/17</b>
6%	6%	6%	6%	6%
\$186.64	\$197.84	\$209.71	\$222.29	\$235.62

**Per 1,000 metered gallons over 11,000**

\$7.32	\$7.75	\$8.22	\$8.71	\$9.24
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Adopted by Resolution 08-2012  
Effective January 1, 2013

## **NEW WASTEWATER SERVICE COSTS**

### **Installation or Repair Estimate**

<b>MATERIALS</b>	<b>AMOUNT</b>
Repair Materials	Actual cost
New service up to 4"	\$250.00
New service over 4"	Based on actual cost
Labor	Based on actual cost
Asphalt Street Repair	\$4.95/sq. ft.
Concrete Repair	\$5.25/sq. ft.

Wastewater service line is the owner's responsibility from the property line to the building served. Any excavation required is at the owner's expense and is not provided by City crews.

### **System Development Fees New or upgraded Services Only**

	<b>Charge per Unit within any single building</b>
One residential unit	\$1,500.00
Two residential units	\$1,400.00
Three residential units	\$1,300.00
Four to eight residential units	\$1,200.00
Nine to sixteen residential units	\$1,100.00
Over sixteen residential units	\$1,000.00

The purpose of the system development fee is to help defray the costs of past and future system improvements. Once it has been paid for a property, it will not be collected again if the service is repaired or replaced with the same size service in the future. Development fees for new construction are due at time of issuance of a building permit and for all others at time of connection.

System development charges (SDC's) for the wastewater systems are determined for an equivalent residential unit (ERU). Unless specifically provided for otherwise, SDC's for connections involving more than one ERU are weighted according to the ERU's calculated for the service at the new connection. An ERU shall be defined as 250 gallons per day, normal strength (200 ppm) wastewater.

Each single-family living unit shall be defined as one ERU. Each residential unit in a multi-family structure with two or more residential units shall be considered a 0.8 ERU. ERU equivalencies for any other connection will be determined by the City using the following formula:

$$(0.38 \times ((\text{flow in gpd})/(250 \text{ gpd})) + 0.387 \times ((\text{BOD in ppm})/(200 \text{ ppm})) + 0.233 \times ((\text{TSS in ppm})/(200 \text{ ppm}))) = \text{ERU}$$

**Section 2.** The wastewater rates established under this Resolution shall be effective commencing January 1, 2013.

Passed by the City Council of the City of Cashmere, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF CASHMERE

By: \_\_\_\_\_  
Jeff Gomes, Mayor

Attest:

By: \_\_\_\_\_  
Kay Jones, City Clerk-Treasurer

**RESOLUTION 11-2012**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, AMENDING CITY RESOLUTION 10-2011, AMENDING WATER RATES OF THE CITY EFFECTIVE JANUARY 1, 2013.**

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**WHEREAS**, the City Council of the City of Cashmere, desires to amend Resolution 10-2011 to include an increase in the rates for water service provided by the City of Cashmere; now, therefore,

**THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** City Resolution 10-2011 and the rates for water set forth therein are hereby amended as follows:

**WATER RATES AND CHARGES**

**SCHEDULE 1-W**

**CITY SINGLE-FAMILY AND DUPLEX RESIDENTIAL WATER SERVICE**

**Character of service:**

Service under this schedule is applicable to single-family dwellings and duplexes. A duplex is a house of single structure consisting of two separate family dwellings. Manufactured homes, regardless of whether placement is in a park development or single lot, are considered single-family dwellings.

**Metering:**

Each single-family dwelling shall be served through a separate meter. The family units in an existing non-conforming accessory dwelling or manufactured home park may be metered together or through an appropriately sized master meter. Each meter shall be considered a service and the customer shall be billed one base fee for each service.

**2013-2017 MONTHLY RATES**

**1-W City**

**Monthly Rates**

<b>Meter Size</b>	<b>1/1/13</b>	<b>1/1/14</b>	<b>1/1/15</b>	<b>1/1/16</b>	<b>1/1/17</b>
	2.5%	2.5%	2.5%	2.5%	2.5%
5/8"	\$14.17	\$14.52	\$14.89	\$15.26	\$15.64
1"	\$18.57	\$19.04	\$19.51	\$20.00	\$20.50
1 1/2"	\$24.51	\$25.12	\$25.75	\$26.39	\$27.05
2"	\$34.92	\$35.79	\$36.69	\$37.61	\$38.55

**Volume Tier Rates**

**Per 1000 Gallons**

0-10,000 gallons	\$2.62	\$2.68	\$2.75	\$2.82	\$2.89
10,001-35,000 gals	\$2.89	\$2.97	\$3.04	\$3.12	\$3.19
Over 35,000	\$3.20	\$3.28	\$3.36	\$3.45	\$3.53

**1-W County**

**Rates calculated at 1.5 times the City Single-Family and Duplex Residential rates.**

<b>Meter Size</b>	<b>1/1/13</b>	<b>1/1/14</b>	<b>1/1/15</b>	<b>1/1/16</b>	<b>1/1/17</b>
5/8"	\$21.25	\$21.78	\$22.33	\$22.89	\$23.46
1"	\$27.86	\$28.55	\$29.27	\$30.00	\$30.75
1 1/2"	\$36.76	\$37.68	\$38.62	\$39.59	\$40.58
2"	\$52.39	\$53.70	\$55.04	\$56.41	\$57.82

<b>Volume Tier Rates</b>	<b>Per 1000 Gallons</b>				
0-10,000 gallons	\$3.92	\$4.02	\$4.12	\$4.23	\$4.33
10,001-35,000 gals	\$4.34	\$4.45	\$4.56	\$4.67	\$4.79
Over 35,000	\$4.81	\$4.93	\$5.05	\$5.18	\$5.31

**Discount:**

Low-income Senior and Disabled 20% off base rate

Adopted by Resolution 11-2012

Effective January 1, 2013

**SCHEDULE 2-W**  
MULTI-FAMILY WATER SERVICE

**Character of service:**

Service under this schedule is applicable to multi-family dwellings of three or more units.

**Metering:**

Metering shall be done through one master meter when practical. Multi-family dwellings that are metered separately shall be charged according to Schedule 1-W.

**2013-2017 MONTHLY RATES**

**2-W City**

**Monthly Rates**

<b>Meter Size</b>	<b>1/1/13</b>	<b>1/1/14</b>	<b>1/1/15</b>	<b>1/1/16</b>	<b>1/1/17</b>
	2.5%	2.5%	2.5%	2.5%	2.5%
5/8"	\$14.80	\$15.17	\$15.54	\$15.93	\$16.33
1"	\$20.17	\$20.67	\$21.19	\$21.72	\$22.26
1 1/2"	\$27.69	\$28.38	\$29.09	\$29.82	\$30.56
2"	\$40.02	\$41.02	\$42.04	\$43.09	\$44.17
3"	\$98.02	\$100.47	\$102.98	\$105.55	\$108.19
4"	\$135.56	\$138.94	\$142.42	\$145.98	\$149.63
6"	\$226.79	\$232.46	\$238.27	\$244.22	\$250.33

**Per 1000 Gallons**

<b>Single Volume Rate</b>	\$2.77	\$2.83	\$2.91	\$2.98	\$3.05
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**2-W County**

**Rates calculated at 1.5 times the City Multi-Family rates.**

<b>Meter Size</b>	<b>1/1/13</b>	<b>1/1/14</b>	<b>1/1/15</b>	<b>1/1/16</b>	<b>1/1/17</b>
5/8"	\$22.20	\$22.75	\$23.32	\$23.91	\$24.50
1"	\$30.25	\$31.01	\$31.78	\$32.58	\$33.39
1 1/2"	\$41.54	\$42.58	\$43.64	\$44.73	\$45.85
2"	\$60.02	\$61.52	\$63.06	\$64.64	\$66.25
3"	\$147.03	\$150.71	\$154.48	\$158.34	\$162.30
4"	\$203.33	\$208.42	\$213.63	\$218.97	\$224.44
6"	\$340.19	\$348.69	\$357.41	\$366.34	\$375.50

**Per 1000 Gallons**

<b>Single Volume Rate</b>	\$4.15	\$4.25	\$4.36	\$4.47	\$4.58
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Adopted by Resolution 11-2012

Effective January 1, 2013

**SCHEDULE 3-W**  
COMMERCIAL WATER SERVICE

**Character of service:**

Service under this schedule is applicable to commercial enterprises including, but not limited to, retail stores, motels, hotels, clinics, schools, storage warehouses, businesses and professional offices.

**Metering:**

Metering shall be done through one master meter when practical.

**2013-2017 MONTHLY RATES**

**3-W City**

**Monthly Rates**

<b>Meter Size</b>	<b>1/1/13</b>	<b>1/1/14</b>	<b>1/1/15</b>	<b>1/1/16</b>	<b>1/1/17</b>
	2.5%	2.5%	2.5%	2.5%	2.5%
5/8"	\$14.80	\$15.17	\$15.54	\$15.93	\$16.33
1"	\$20.17	\$20.67	\$21.19	\$21.72	\$22.26
1 1/2"	\$27.69	\$28.38	\$29.09	\$29.82	\$30.56
2"	\$40.02	\$41.02	\$42.04	\$43.09	\$44.17
3"	\$98.02	\$100.47	\$102.98	\$105.55	\$108.19
4"	\$135.56	\$138.94	\$142.42	\$145.98	\$149.63
6"	\$226.79	\$232.46	\$238.27	\$244.22	\$250.33

**Per 1000 Gallons**

<b>Single Volume Rate</b>	\$2.77	\$2.83	\$2.91	\$2.98	\$3.05
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**3-W County**

**Rates calculated at 1.5 times the City Commercial rates.**

<b>Meter Size</b>	<b>1/1/13</b>	<b>1/1/14</b>	<b>1/1/15</b>	<b>1/1/16</b>	<b>1/1/17</b>
5/8"	\$22.20	\$22.75	\$23.32	\$23.91	\$24.50
1"	\$30.25	\$31.01	\$31.78	\$32.58	\$33.39
1 1/2"	\$41.54	\$42.58	\$43.64	\$44.73	\$45.85
2"	\$60.02	\$61.52	\$63.06	\$64.64	\$66.25
3"	\$147.03	\$150.71	\$154.48	\$158.34	\$162.30
4"	\$203.33	\$208.42	\$213.63	\$218.97	\$224.44
6"	\$340.19	\$348.69	\$357.41	\$366.34	\$375.50

**Per 1000 Gallons**

<b>Single Volume Rate</b>	\$4.15	\$4.25	\$4.36	\$4.47	\$4.58
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Adopted by Resolution 11-2012  
Effective January 1, 2013

### **3-W Capacity Charge**

A capacity charge shall also be imposed on any Commercial Customer (or successor customer at the same service location) whose annual water consumption in the preceding calendar year is 50 percent or more below its highest annual usage in any of the 10 calendar years prior to that year or fewer number of prior years for new customers. (For example, in 2013, a capacity charge would be determined by comparing the annual volume of water consumption for the customer in 2012 with the annual volume of water consumption of that customer in each year from 2002 through 2011 to determine if the customer's consumption in 2012 was 50 percent below its highest annual consumption in any one of the ten calendar years from 2002 through 2011.)

The capacity charge shall be in addition to the meter charge and volume charges for current consumption. The capacity charge shall end only when the customer's annual water consumption in the preceding calendar year is no longer 50 percent or more below its highest annual usage in any of the 10 calendar years prior to that year.<sup>1</sup>

If a capacity charge is applicable (that is, the customer's annual water consumption in the preceding calendar year is 50 percent or more below its highest annual usage in any of the 10 calendar years prior to that year), the capacity charge shall be calculated as follows:

1. The difference between the previous calendar year's consumption and the highest annual consumption in any of the 10 calendar years prior to that year shall be computed.
2. That computed difference in water volume then shall be multiplied by the current year's volume rates set out in the tables above.
3. The resulting calculation (in dollars) from step #2 then shall be multiplied by 0.76 to derive the annual capacity charge
4. The annual capacity charge derived in step #3 then shall be divided by 12 and billed monthly.

#### **Options to forego or to pay only a portion of the capacity charge**

A Commercial Customer may choose not to pay the capacity charge, in which event the unused volume of water (the difference between the prior calendar year's consumption and the highest annual consumption in any of the 10 calendar years prior to that year as computed in step # 1 above) will be made available to other existing and new water customers of the City, and an amount of water above the current year's annual consumption levels may not be available to the Commercial Customer should that Customer again seek to increase its annual consumption.

Alternatively, a Commercial Customer may choose to pay only a portion of the capacity charge, in which event the amount of water represented by the unpaid portion of the capacity charge will be made available to other existing and new water customers of the City, and the amount of water represented by the unpaid portion of the capacity charge may not be available to the Commercial Customer should that Customer again seek to increase its annual consumption.

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1NOTE: The amount of water capacity reserved relates to the highest annual usage in any of the 10 calendar years prior to the previous year. As a consequence, the level of water capacity reserved will automatically decrease as the customer's highest calendar year of consumption comes to be more than eleven years in the past.



**SCHEDULE 4-W**  
**STANDPIPE AND HYDRANT WATER**

**Availability:**

This service is available at the standpipe provided by the City, located at the south end of Woodring Street, and for approved hydrant meter use. Applications for hydrant meters may be obtained at City Hall.

**Character of service:**

Standpipe water is available for anyone's use. A fill hose is required and may be purchased at City hall.

**Metering:**

Water is dispensed using a coin operated timer or through a City-provided and installed hydrant meter.

**Monthly Rates:**

<b>Standpipe Water in Gallons</b>	<b>Charge</b>
Per 100 gallons	\$1.00
Fill hose	\$50.00

**Hydrant Meter**

Daily use fee	\$15.00
Installation and removal	\$60.00
Per 100 gallons	\$1.00

Adopted by Resolution 11-2012  
Effective January 1, 2013

**NEW WATER SERVICE COSTS**

**Materials**

Repair Materials	Actual cost
New service - 1" or smaller	\$250.00
New service – 1-1/2" to 2"	\$350.00
New service Over 2"	Based on actual cost
Labor	Based on actual cost
Asphalt Street Repair	\$4.95/sq. ft.
Concrete Sidewalk Repair	\$5.25/sq. ft.

**SYSTEM DEVELOPMENT CHARGES**

**NEW SERVICES OR UPGRADES TO EXISTING SERVICES**

Upsize to 1" service	\$ 500.00
1" service	\$1,500.00
1 1/2" service	\$3,000.00
2" service	\$5,000.00
Over 2" service	Determined on an individual basis
Fire Main	\$1,000.00
(Flow-Indicating Backflow Prevention Device Required)	

The purpose of the system development fee is to help defray the costs of past and future system improvements. Once it has been paid for a property, it will not be collected again if the service is repaired or replaced with the same size service in the future. Development fees for new construction are due at time of issuance of a building permit and for all others at time of connection.

**Section 2.** The water rates established under this Resolution shall be effective commencing January 1, 2013.

Passed by the City Council of the City of Cashmere, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF CASHMERE

By: \_\_\_\_\_  
Jeff Gomes, Mayor

Attest:

By: \_\_\_\_\_  
Kay Jones, City Clerk-Treasurer

## RESOLUTION 12-2012

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, AMENDING RESOLUTION 12-2011, AMENDING CITY GARBAGE AND SOLID WASTE RATES EFFECTIVE JANUARY 1, 2013.

**WHEREAS**, the City Council of the City of Cashmere, desires to amend Resolution 12-2011 to include a 4% increase in City utility tax in the rates for garbage and solid waste service provided by the City of Cashmere; now, therefore,

**THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** City Resolution 12-2011 and the rates for garbage and solid waste set forth therein are hereby amended as follows:

#### **Garbage and Solid Waste Rates**

Rates are structured to encourage participation in Cashmere's recycle program.

#### **Monthly Rates (one pickup per week)**

20-gallon cart	\$ 11.36
35-gallon cart	\$ 16.15
64-gallon cart	\$ 29.54
95-gallon cart	\$ 38.85
1 1/2 cubic yard dumpster (300 gallon)	\$113.60

#### **Temporary Dumpsters**

Temporary dumpster rental for the 1 <sup>st</sup> week	\$ 56.80
Temporary dumpster rental for each additional week	\$ 22.72
Temporary dumpster tipping fee, per time emptied	\$ 28.40

#### **Additional Charges**

Over 25' from curb charge (per month)	\$ 11.36
Return trips	\$ 17.04
Special dumpster trip & tipping fee (1 dumpster)	\$ 45.44
Each additional dumpster	\$ 28.40
Special cart trip & tipping fee	\$ 26.70
Each additional cart	\$ 9.66
Excess refuse (each 35-gallon equivalent or portion thereof)	\$ 6.82
Relocation of dumpster/cart for access	\$ 3.41
Replacement/repair of cart/dumpster	Actual cost
Customer requested cleaning fee	\$ 11.36

#### **Brush disposal**

Weekly grass pickup	
1 grass can	\$ 11.36
2 grass cans	\$ 17.04
3 grass cans	\$ 22.72
Extra can charge	\$ 3.41

Mulching center ticket	\$10.00 per 2 cubic yard equivalent
Administration fee for use of mulching center without a ticket	\$5.00
Semi-annual brush pickup	\$20.00 per front end loader scoop (\$20.00 minimum)
Opening Mulching Center during non-operational hours	\$15.00 plus the cost of tickets
Special brush pickup	\$15.00 special pickup fee plus \$20.00 per front end loader scoop (\$35.00 minimum)

**Section 2.** The wastewater rates established under this Resolution shall be effective commencing January 1, 2013.

Passed by the City Council of the City of Cashmere, Washington this \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF CASHMERE

By: \_\_\_\_\_  
 Jeff Gomes, Mayor

Attest:

By: \_\_\_\_\_  
 Kay Jones, City Clerk-Treasurer

Published in the Cashmere Valley Record

**ORDINANCE NO. 1206**

**AN ORDINANCE AMENDING ORDINANCE NO. 1199 OF THE CITY OF CASHMERE AND AMENDING THE BUDGET FOR 2012**

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 2012 budget, to provide for additional revenues and expenditures not identified at the time of the adoption of the original budget;

NOW, THEREFORE, the City Council of the City of Cashmere, Washington, does hereby ordain:

Section 1. Budget Amendment. The 2012 City of Cashmere Budget is amended as shown on Exhibit A:

Section 2. Amendment of Total Fund Appropriations. Ordinance No. 1199 is further amended as follows:

Estimated resources, including fund balances for each separate fund of the City of Cashmere, and aggregate totals for all such funds combined, for the year 2012, are set forth in summary form as shown on Exhibit B, and are hereby appropriated for expenditure at the fund level during the year 2012:

Section 3. Except as amended herein, Ordinance No. 1199 of the City of Cashmere and the 2012 budget of said City shall remain in full force and effect.

Section 4. This ordinance shall be in effect when it shall have been passed by the City Council of the City of Cashmere and signed by the Mayor and five (5) days after publication in accordance with law.

Passed by the City Council of the City of Cashmere this 26<sup>th</sup> day of November, 2012.

CITY OF CASHMERE

By: \_\_\_\_\_  
Jeff Gomes, Mayor

Attest:

By: \_\_\_\_\_  
Kay Jones, City Clerk-Treasurer

Approved as to form:

By: \_\_\_\_\_  
Charles D. Zimmerman, City Attorney

**EXHIBIT A**  
**Ordinance 1206**

<b>FUND NAME</b>	<b>ORIGINAL BUDGET</b>	<b>AMENDED BUDGET</b>	<b>DIFFERENCE +/-</b>
<b><u>001 GENERAL GOVERNMENT FUND</u></b>			
<b>Revenues</b>			
<i>Beginning Fund Balance</i>	1,323,560	1,323,560	0
			<u>0</u>
<b>Expenditures</b>			
<i>Ending Fund Balance</i>	1,207,601	1,167,601	-40,000
Regional Jail Fees	40,000	80,000	40,000
			0
			<u>0</u>
 <b><u>401 WATER/ WASTEWATER FUND</u></b>			
<b>Revenues</b>			
<i>Beginning Fund Balance</i>	1,080,933	1,080,933	0
Trans from WW Construction Account	0	327,377	327,377
			<u>327,377</u>
<b>Expenditures</b>			
<i>Ending Fund Balance</i>	311,343	330,840	19,497
WW 1999 DOE Loan Principal	29,725	337,605	307,880
			<u>327,377</u>
 <b><u>402 WW CONSTRUCTION ACCOUNT</u></b>			
<b>Revenues</b>			
<i>Beginning Fund Balance</i>	535,246	535,246	0
Proceeds of Antic. Notes/Warrants 2012	3,171,800	4,755,500	1,583,700
Trans from Water/WW Reserve Fund	305,000	0	-305,000
			<u>1,278,700</u>
<b>Expenditures</b>			
<i>Ending Fund Balance</i>	535,246	136,819	-398,427
Construction Contractor- Riverfront	0	428,650	428,650
Transfer for Debt Payoff	0	1,248,477	1,248,477
			<u>1,278,700</u>
 <b><u>422 W/S REVENUE BOND FUND 1999</u></b>			
<b>Revenues</b>			
<i>Beginning Fund Balance</i>	121,563	121,563	0
Trans from Wastewater Fund	94,337	70,435	-23,902
Transf from WW Construction Account	0	444,466	444,466
			<u>420,564</u>
<b>Expenditures</b>			
<i>Ending Fund Balance-unreserved</i>	121,987	0	-121,987
1999 Revenue Bond Interest	33,913	36,464	2,551
1999 Revenue Bond Principal	60,000	600,000	540,000
			<u>420,564</u>

**EXHIBIT A**  
**Ordinance 1206**

<b>FUND NAME</b>	<b>ORIGINAL BUDGET</b>	<b>AMENDED BUDGET</b>	<b>DIFFERENCE +/-</b>
<b><u>423 W/S REVNEUE BOND FUND 2001</u></b>			
<b>Revenues</b>			
<i>Beginning Fund Balance</i>	92,381	81,409	-10,972
Trans from Wastewater Fund	132,440	99,326	-33,114
<i>Trans from Construction Account</i>	0	476,634	476,634
			<b><u>432,548</u></b>
<b>Expenditures</b>			
<i>Ending Fund Balance</i>	92,387	0	-92,387
2001 Revenue Bond Prepayment Fee	0	49,935	49,935
2001 Revenue Bond Principal	105,000	580,000	475,000
			<b><u>432,548</u></b>

**EXHIBIT B**  
**Ordinance No. 1206**

**Total Estimated Revenues and Appropriations by Fund**

<b>Fund Name</b>	<b>Beginning Balance</b>	<b>Estimated Revenues</b>	<b>Budgeted Appropriations</b>	<b>Ending Balance</b>
001 General Government Fund	1,323,560	1,046,179	1,202,138	1,167,601
003 Public Works Fund	561,626	2,610,731	2,635,734	536,623
108 Lodging Tax Fund	5,500	2,000	7,500	0
302 Capital Improvement Fund	479,258	536,405	348,505	667,158
401 Water/Wastewater Fund	1,080,933	2,825,463	3,575,556	330,840
402 WW Construction Account	535,246	5,505,500	5,903,927	136,819
406 Sanitation Fund	328,658	524,760	480,166	373,252
411 Water Capital Fund	243,193	520,908	405,735	358,366
412 Wastewater Capital Fund	124,632	418,676	368,690	174,618
421 W/S Refunding Bond, 1994	91,769	26,500	118,269	0
422 W/S Revenue Bond, 1999	121,563	514,901	636,464	0
423 W/S Revenue Bond, 2001	81,409	575,960	657,369	0
426 Jr. Lien Pretrt Bond, 2011	880,544	578,254	534,688	924,110
501 Equipment Rental Fund	512,033	330,028	317,520	524,541
702 Cemetery Endowment Fund	186,990	5,300	0	192,290
<b>TOTAL FOR ALL FUNDS</b>	<b>6,556,914</b>	<b>16,021,565</b>	<b>17,192,261</b>	<b>5,386,218</b>
Grand Total for all Funds	22,578,479		22,578,479	