

CITY OF CASHMERE, WASHINGTON

RESOLUTION NO. 01-2014

A RESOLUTION AMENDING RESOLUTION 6-2011 ADOPTING RATES AND CHARGES FOR GENERAL LICENSES AND PERMITS, AND FEES FOR OTHER SERVICES AND PENALTIES IN THE CITY OF CASHMERE, WASHINGTON

The City Council of the City of Cashmere, Washington resolves as follows:

Section 1. The rates for general licenses and permits, and other services and penalties adopted in Resolution 6-2011 are amended as set forth on Exhibit "A" attached hereto and incorporated herein are hereby amended by the Cashmere City Council and shall be effective in the City of Cashmere immediately.

Passed by the City Council of the City of Cashmere, Washington, and approved by the Mayor at an open public meeting on this 13th day of January, 2014.

CITY OF CASHMERE

By: _____
Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk/Treasurer

Approved as to form:

By: _____
Charles D. Zimmerman, City Attorney

GENERAL LICENSES, PERMITS AND MISCELLANEOUS FEES

Business License

Initial	\$20.00
Renewal	\$10.00
45 day Late fee	\$40.00
90 days late	\$200.00
Failure to obtain	\$250.00

Sign Permit

One or two signs	\$15.00
Three or more	\$25.00

Fireworks Permit

Permit fee	\$50.00
Refundable Bond	\$300.00

Vendor Permit

Quarterly	\$150.00
Event	\$50.00
Multiple Vendor	\$50.00 + \$10.00 per vendor

Special Use Permit

Permit fee	\$20.00
Electricity fee	\$20.00

Fire & Life Safety Permit

Occupancy permit	\$20.00
On-site inspection	\$50.00

~~Manufactured Home Park License~~

Per space	\$2.00
----------------------	-------------------

Dog License Fees

Spayed or Neutered	\$10.00
Unaltered	\$30.00
Late Fee	\$10.00
Senior Citizen (62)/Disabled Discount	50%
Replacement dog tag	No Charge
Registration of Potentially Dangerous/Dangerous dog	\$75.00
Guard dog license	\$50.00

Street Right-of-Way Permits

FIRST 50 FEET	EA. ADD'L 50 FEET	PAVEMENT AGE	MULTIPLIER
\$100.00	\$25.00	OVER 5 YEARS	1
\$100.00	\$25.00	3-5 YEARS	2
\$100.00	\$25.00	1-2 YEARS	3

Building Permits

Demolition

Under 500 sq. ft.	No Charge
501-2000 sq. ft.	\$20.00
2001-10,000 sq. ft.	\$75.00
10,001 & over	\$150.00

Fences	\$5.00
General inspection fee	\$50.00
Propane tank	\$50.00
Underground Storage tank	\$45.00
Wood Stoves	\$50.00
New Construction	
\$1 to \$500	\$24.00
\$501 to \$2,000	\$24 for the first \$500; plus \$3 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$40,000	\$69 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof, to and including \$40,000
\$40,001 to \$100,000	\$487 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1027 for the first \$100,000; plus \$7 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,827 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 to \$5,000,000	\$6,327 for the first \$1,000,000; plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000
\$5,000,001 and over	\$18,327 for the first \$5,000,000; plus \$1 for each additional \$1,000 or fraction thereof

Development Fee Schedule

Shoreline/JARPA Permit(One or multiple permits)	\$1,000.00
Short Plat Preliminary Review (1 to 4 Lots)	\$250.00 plus \$50.00 per lot
Short Plat Final Review	\$250.00
Major Subdivision Preliminary Review (5 or more Lots)	\$600.00 plus \$50.00 per lot/unit
Major Subdivision Final Review	\$250.00
Major Subdivision Alteration/Amendment	\$600.00
Short Plat Alteration/Amendment	\$250.00
Planned Unit Development Preliminary Review	\$600.00 plus \$50.00 per lot/unit
Planned Unit Development Final	\$250.00
Boundary Line Adjustment	\$150.00
Variance/Conditional Use Permit	\$600.00
Binding Site Plan Preliminary Review	\$600.00 plus \$50.00 per lot/unit
Binding Site Plan Final Review	\$250.00
Binding Site Plan Alteration or Vacation	\$250.00
Annexation	\$1,500.00
Appeal/Motions for Reconsideration	\$600.00 plus any direct costs billed to City
Hearing Examiner, staff time, consultant time and if utilized, City legal counsel and/or specialized study services	Full reimbursement of costs billed to City. (Staff time will be billed at \$40.00 per hour)

Vacation of Right-of-Way (Chapter 12.30 CMC)

- \$250.00 Non-refundable Administration Fee paid at time of application
- appraised compensation per City code
- legal description and surveying fees
- recording fees
- fees associated with documentation of City-reserved utility easements
- actual attorneys' fees incurred by the City

SEPA Checklist	\$200.00
Utility Reimbursement Agreements	\$800 plus \$40.00 per hour after the first 5 hours. (Costs for consultant work shall be fully reimbursed by the applicant)
Comprehensive Plan or Zoning Map Amendments	\$500.00
Outside consultant	Reimbursement of actual cost plus 10%
Comprehensive Plan/Development Code Text Amendments	\$500.00
Change of Application requiring a second referral to review agencies and legal notification	Actual cost of legal publication(s) and postage and mailing of referrals plus \$100.00
Grading, Excavation & Landfill Permit	\$25.00

Miscellaneous Fees and Penalties

Delinquent Utility Bill Delinquency Fee	\$1025.00
Non-payment notification	\$30.00
Reconnection Service Fee (Service Interruption)	\$30.00 before 3:00 p.m. \$140.00 after 3:00 p.m., holidays or weekends
Returned check-item fee	\$ 25.00
New Account service charge	\$ 10.00
After hours connection/call-out fee	\$ 75.00
Miscellaneous bill late fee	\$ 10.00
Miscellaneous bill interest charge for payments made on past due or billing agreement balances over \$50.00.	\$ 5.00 or 12% a.p.r., whichever is greater
8 1/2 x 11 color maps	\$ 0.50
11 x 17 color maps	\$ 2.00
Photocopies (per page)	\$ 0.15

CITY OF CASHMERE, WASHINGTON

RESOLUTION NO. 02-2014

**A RESOLUTION AMENDING RESOLUTION 02-2010 ADOPTING
GENERAL UTILITY AND BILLING POLICIES IN THE CITY OF
CASHMERE, WASHINGTON**

The City Council of the City of Cashmere, Washington resolves as follows:

Section 1. The General Utility and Billing policies adopted in Resolution 02-2010 are hereby amended as set forth on Exhibit "A" attached hereto and incorporated herein are hereby adopted by the Cashmere City Council and shall be effective in the City of Cashmere immediately.

Passed by the City Council of the City of Cashmere, Washington, and approved by the Mayor at an open public meeting on this 13th day of January, 2014.

CITY OF CASHMERE

By: _____
Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk/Treasurer

Approved as to form:

By: _____
Charles D. Zimmerman, City Attorney

OFFICE AND BILLING POLICIES & PROCEDURES

BILLING FOR SINGLE-FAMILY, AND MULTI-FAMILY DWELLINGS

- Utility billings for single-family dwellings shall be billed to only one person, whether the owner or tenant
- All utility charges for multi-family dwellings **with only one water meter** shall be billed to the property owner, not the tenant
- Duplexes with only one water meter shall be considered multi-family dwellings for the purposes of this section (CMC 13.01.260)

BILLING FOR COMMERCIAL BUILDINGS

- All utility charges for single-tenant commercial buildings shall be billed to one person, whether the owner or the tenant
- Multi-tenant commercial buildings with only one meter shall be billed to the property owner

OWNER OF RENTAL PROPERTIES RESPONSIBILITIES

The owner of all property, including rental property, is ultimately responsible for payment of any utility service provided to the property. The owner of rental property may sign an agreement authorizing the renter to contract for utility services for single family residences. The agreement does not, however, absolve the landowner of responsibility for unpaid utility bills after a tenant has moved out. As a courtesy, the City provides notification of tenant delinquency to the property owner.

When service is put back into the landowner's name between renters, the landowner shall pay a prorated share of the minimum billing for that month, plus any usage ~~over the prorated minimum gallons.~~

METER READING, BILLING, AND ADJUSTMENTS

Access to meters shall be kept clear of permanent obstructions such as dirt, debris, landscaping, rock, etc. The City may remove such obstructions at the property owner's expense.

In cases where two or more customers receive service during a calendar month, the City Clerk-Treasurer shall prorate the charges per day. In no case will more than one minimum charge per utility service be charged during one month.

Bills will be mailed to the billing address furnished by the customer, and failure to receive a bill will not release the customer from obligation of payment when due.

PAYMENT OF UTILITY BILLS (CMC 13.01.120)

All charges are due by **5:00 p.m. on the 17th last business day** of the month in which the bills are issued, and become delinquent ~~the following business day~~ immediately after 5:00 at which time a **delinquency** penalty will be assessed. ~~and delinquency notice issued. If the 17th of the month falls on a non-business day, the bill is due the next business day following the 17th and~~

~~becomes delinquent the following day.~~ The last business day of the month is defined as the last day the City office is open and excludes weekends and City holidays.

- See "~~Disconnection of Service~~ Interruption of service for Non-Payment".

UTILITY EQUAL PAYMENT PLAN

During the month of May utilities may be set up on an equal payment plan by filling out an application at City Hall. The equal payments will be calculated by dividing the previous twelve months utility bills for the residence by eleven. Equal payments are due as detailed above under Payment of Utility Bills.

May of each year will be an adjustment month. Any overpayment will be applied to the bill for the next year, any underpayment will be due on the regular May due date. Equal payments for the next year will be adjusted either up or down to reflect the average for the previous year.

If at any time, the account becomes more than 30 days past due, the full amount owing becomes due and payable, and the equal payment agreement shall terminate.

AUTOMATIC PAYMENT PLAN (RCW 80.28.010)

The City has the capability to automatically debit your utility payment directly from your checking or savings account. ~~Enrollment forms are available at City Hall. After enrollment in the plan you will continue to receive your monthly bill as usual. On the 17th of each month, (or the next working day if the 17th falls on a weekend or holiday) the amount of your bill will be automatically debited from your account and paid to the City.~~

If sufficient funds are not available in the account at the time the payment is due, the payment will be considered delinquent, a ~~late payment penalty~~ delinquency fee will be added, and the ~~return payment rejection~~ will be treated as a ~~NSF returned check item~~. See the returned ~~check item~~ policy in this section. If an automatic payment ~~NSF return~~ is received two times during a twelve-month period, the customer will be withdrawn from the Automatic Payment Plan.

~~DELINQUENCY TERMINATION NOTICE FOR DELINQUENT UTILITY ACCOUNT~~ (CMC 13.01.120)

If a utility bill is not paid by 5:00 p.m. on the ~~due date~~ last business day of the month, there will be a ~~delinquency termination~~ notice prepared, allowing at least 7 days before service interruption, which will be sent by mail to the customer, ~~for~~ The notice will state the amount past due, ~~plus an administration fee~~ the deadline for payment to avoid service interruption, and the right to appeal disputed charges. If the customer is a renter, a notice will also be mailed to the property owner.

~~DISCONNECTION INTERRUPTION OF SERVICE FOR NON-PAYMENT~~ (CMC 13.01.120)

When utility payment has not been received by ~~5:00 p.m. on~~ the ~~last working day of the month~~ deadline on the Termination Notice, ~~City~~ personnel will place a 24-Hour Final Notice door hanger on the premises ~~the morning of the next working day~~ stating the

following payment must be received by 10:00 a.m. the next day.

Non-payment Notification Fee

- A non-payment notification fee has been added to the account, and
- If payment in full is not received in City Hall office by 10:00 a.m. the following morning the service will be disconnected and an additional reconnection fee will be added.
- Drop box may be used in this instance only to avoid disconnection.

~~The non-payment notification fee is due and payable after 5:00 p.m. on the last working day of the month regardless of receipt of notification.~~

If payment has not been received by ~~10:00 a.m. the following morn~~the deadline on the 24-Hour Final Noticeng City personnel will ~~disconnect~~ shut off utility service, ~~and leave~~ place a Shut Off Notice ~~door hanger~~ on the premises, ~~with the following information:~~ and a service fee will be assessed.

Disconnection Notice Doorhanger

- Amount due including an additional reconnection fee.
- If reconnection is to be performed after 3:00 p.m. an after hours reconnection fee will be charged.

~~The reconnection service fee is payable after 10:00 a.m. regardless of whether or not disconnection has been performed~~service has been shut off.

The ~~disconnection~~ termination of service for any cause shall not release the customer from the obligation to pay for services received or amounts specified in the City's service regulations or any written contract with the customer. The City shall not be liable for injury, loss or damage resulting from disconnection.

RETURNED CHECKS ITEMS

There will be ~~a returned check~~ a returned item fee for all ~~checks returned~~ returned payments, including checks, ACH payments, and online payments returned to the City for ~~non-sufficient funds or account closed~~ any reason. The customer will be notified by telephone or mail of receipt of a returned ~~check~~ item, at which time the customer must make arrangements with the City Clerk-Treasurer to pay the amount of the ~~check returned item~~ plus the ~~returned check~~ service fee in cash. Failure to make satisfactory arrangements for payment of the returned ~~check item~~ will result in ~~disconnection of the service for which the check was originally written.~~ interruption.

The City shall require cash payment of utility or other billings after receipt by the City of ~~three~~ two returned ~~checks~~ items in a ~~24~~ 12-month period.

APPEALS OF HIGH USAGE WATER BILLS DUE TO LEAKS

When abnormally high usage is determined by the City Water Department to be due to a leak, a significantly high billing may be appealed to the City Clerk-Treasurer provided the leak was not caused by the intentional act of the utility customer or his agents or employees.

Significantly high means the water portion of the utility billing is over \$100 more than the ordinary billing for that month according to the billing history for the account. The Clerk-Treasurer or designee may agree to limit the affected billing to not more than the historical billing for the month in question plus ten percent of the total actual metered water billing amount. Such appeals may only be made for the first month's billing that is significantly high as a result of the leak.

If billing relief is granted, the customer shall be responsible for documentation to the city, in the form of a receipt or City inspection, that the leak has been repaired within 30 days of the first significantly high billing resulting from the leak. Failure to repair the leak and provide the required documentation within 30 days will result in the entire bill, plus all applicable penalties, becoming due and payable to the City.

DEFERRED PAYMENT PROGRAM

A customer who is unable to pay the full amount of his or her bill due to financial difficulties shall have the right to request payment deferment for a specified amount of time.

The customer shall complete a "Deferred Payment Application" form. Deferred payments may be requested only once ~~per quarter~~ in a 3-month period. Deferred payments must be approved by the Clerk-Treasurer. Permission to defer payment must be received from the property owner before a deferred payment agreement will be entered into by the City.

The Clerk-Treasurer shall make every effort to arrange a reasonable and feasible payment program for a customer with financial difficulties making it impossible to pay the full amount of the bill.

CHANGE OF OCCUPANCY

When a change of occupancy or of legal responsibility takes place on any premises being served by the City, notice of such change shall be given at the City Hall within a reasonable time prior to such change. The outgoing customer may be held responsible for all service supplied until such notice has been received by the City.

SERVICE CHARGES (CMC 13.01.070 C)

New Account Service Charge: An account service charge is to be collected when processing each service application, for each new account.

After Hours Connection/Callout Charge

Public works department hours are 7:00 a.m. to 3:30 p.m. There will be an additional charge, which shall include the account service charge, for connection of service or other calls that require public works personnel attention after 3:00 p.m.

TRANSFER OF PREVIOUSLY UNPAID ACCOUNTS

The City may transfer to an existing or new service account any unpaid charges for service previously furnished to the same customer at any location in the City's service area. The City may permit arrangements for payment of such transferred balance under the guidelines and

procedures of the Section entitled "Deferred Payment Program". The City may apply any payment received from the customer toward the customer's transferred balance.

RATE DISCOUNT FOR LOW-INCOME SENIORS AND DISABLED (CMC 13.20)

A rate discount is available to qualifying low-income seniors 62 years and older and low income disabled authorized in State of Washington RCW 74.38.070. The rate discount will not exceed the amount of the monthly bill and will be applied to one account only. To qualify for the discount applicants must provide satisfactory proof of each of the following in the applicant's respective category:

Low Income Seniors

1. Age 62 or older

~~1.2.~~ Total household income of less than 40% of the state median income for the size of the family. RCW 74.38.020 (6)

~~2.3.~~ Ownership or occupancy of property being served utilities within the City's service area.

~~3.4.~~ Utility service must be contracted by a person qualifying for the discount

Low Income Disabled

1. Physical disability prior to application as defined in State of Washington R.C.W. 46.16.381 (1) (a) through (g) qualifying for special parking privileges or a blind person as defined in R.C.W. 74.18.020(4)

2. Household income less than 40% of the state median income for the size of the family. RCW 74.38.020 (6)

3. Ownership or occupancy of property being served utilities within the City's service area.

4. Utility service must be contracted by the disabled person requesting the discount

MANUFACTURED HOME PARKS

Pursuant to Washington State Law and the City of Cashmere Comprehensive Land Use Plan, manufactured homes shall be designated as single family dwellings. Each manufactured home shall be charged the single family rate for water and wastewater.

Vacant Spaces

Credit shall be given for vacant spaces upon presentation of the required documentation. Charges will be prorated per half month. If a space becomes vacant on or before the 15th of the month, half the normal wastewater rate will be charged for that space; if the space becomes vacant after the 15th of the month no credit will be given for that month. There will be no reduction in rate if a home is removed and replaced in the same month. Rate reductions shall begin the month the space becomes vacant or upon notification, whichever is later. An account service charge shall be paid each time a change is requested.

A penalty of double the wastewater bill for that space times the number of months not billed shall be charged when a home is replaced and the City is not notified within the required time limit.

Required Documentation

1. Rate Reduction
 - Proof of vacant space in the form of a photograph or other acceptable evidence of vacancy, and
 - Affidavit signed by the park owner
2. Replacement of home
 - Notification within 10 working days of re-occupation
 - Copy of building permit or other City-approved verification of date of placement

MISCELLANEOUS BILLS

The City bills separately for services, materials and labor that cannot be added to a utility bill. Miscellaneous bills under \$500.00 are due and payable when issued. For miscellaneous bills over \$500.00, monthly payments may be arranged by signing a time payment agreement. A finance charge, compounded monthly, will be charged on balances of \$50.00 or more.

Late Payments

Payments are due and payable on the last working day of the month in which the statement is issued. Bills not paid by 5:00 p.m. on the date due are subject to a late payment penalty.

Payment default

Payments over 30 days past due will be considered in default. In the case of water/wastewater service repairs, failure to pay an invoice in a timely manner or neglecting monthly payments will result in ~~disconnection~~-interruption of the service for which the invoice was presented, and/or a utility lien on the property. Cemetery plots may be repossessed upon default of payments, and payments received prior to default shall be retained by the City as liquidated damages. All other bills may be turned over to a collection agency upon default.

GARBAGE/SOLID WASTE PICKUP

Carts must be available for collection no later than 7:00 a.m. (6:00 a.m. for commercial)

Available for collection includes:

- ❖ Clearing the area of vehicles or other obstacles
- ❖ Proper placement for pickup by the automated truck
 - Cart turned the correct direction with the opening facing the street
 - Cart placed with the proper distance and clearance (13' overhead, 18" sides)
- ❖ An additional charge will be assessed if the crewman is required to get out of the truck to move or turn a container for pickup

CONTAINER REQUIREMENTS

Residential requirements:

- ❖ Each dwelling unit shall have a separate cart
- ❖ Manufactured homes located in a manufactured home park shall be considered separate dwellings
- ❖ Each multi-family structure shall be provided at least an equivalent of one twenty- (20) gallon automated cart per dwelling unit. (Example: A four-unit apartment building would be provided a ninety-five gallon cart to meet an equivalent of four twenty-gallon carts, minimum)

Commercial Requirements:

Each commercial property shall be billed for solid waste service, whether occupied by one or more businesses.

- ❖ Each business shall be provided at least an equivalent of one twenty- (20) gallon automated cart per business
- ❖ Exception: Multiple businesses on adjoining lots and owned or operated by the same person may be considered a single service
- ❖ Businesses with more than one location on non-adjoining lots shall be required to contract with the City for garbage service at each location

The City of Cashmere reserves the right to refuse service when a container is overweight or overfilled in such a manner as to cause damage to the truck or the container.

CHANGES IN SERVICE

Changes in service shall normally take effect the beginning of the next calendar month. When a change in service, either frequency or size up or down, takes effect during a calendar month, the customer will be charged the higher rate for the entire month.

VACATION/VACANCY SERVICE SUSPENSION

- A. Minimum vacation suspension is one calendar month.
- B. Notice is required at least 24 hours before the beginning of the month.

Exception: Charges will be prorated if the water service is also disconnected.

WEEKLY COLLECTION

Weekly collection service is provided for all occupied premises or any other premises generating solid waste. Unless otherwise defined, "occupied" means either:

- ❖ Water or other utility service is currently supplied to the premises; or
- ❖ There are other signs of physical occupancy or human habitation.

Monthly rates are based on one pickup per week, regardless of the presence or absence of a container to empty.

Carry-out service is available for an additional charge to disabled or elderly persons who are unable to transport the cart to the pickup location.

BRUSH DISPOSAL

WEEKLY GRASS CLIPPING PICKUP

No woody material will be accepted. Residents provide one, two, or three 3235-gallon cans to hold the trimmings, clearly identified on the outside that it is grass and placed near the garbage can pickup area by 7:00 a.m. each Monday. This service will be provided beginning the first Monday in April through the last Monday of October.

There is a maximum weight of 50 pounds per grass can. Overweight cans will not be emptied. Premises with consistently overweight cans will be required to provide more cans for grass and will be charged accordingly.

When a grass pickup is missed regardless of the reason, an extra can will be picked up the following week, however, pickups will not exceed the maximum number of cans per calendar month. An extra can charge will be assessed if the maximum service for the month is exceeded.

MULCHING CENTER (CMC 8.14)

The City maintains a mulching center located on Hagman Road, to the north of Sunset Highway near Michael's Irrigation. The facility is for use by city residents only. [Mulching center tickets are non-refundable.](#)

The mulching center will be open and supervised on Saturdays from 9:00 a.m. to 11:00 a.m. The months of operation are the first Saturday of April through the last Saturday of October. A fee will be assessed when the City is required to open the mulching center other than the specified hours of operation or when admitted without prior purchase of tickets.

The following items are not allowed to be deposited at the mulching center: rocks, sod, plastic, lumber, garbage, metal, branches over 10" diameter.

SEMI-ANNUAL BRUSH PICKUP

The City schedules a brush pickup in the spring and fall, usually in April and November. Only residents who have signed up in advance will receive the service. Notification of pickup dates will be printed in the message area of the utility bill. A minimum charge will be assessed on each household using this service. An additional fee will be charged for anyone requesting brush pickup after the sign up deadline, usually the Friday before removal begins.

Brush and trimmings are to be piled **next to the street** during the scheduled week. **No rocks, dirt, bricks, concrete, lumber, plastic or any material other than brush, tree trimmings, leaves or grass** be placed in the brush pile for pickup. **Materials other than brush will not be picked up** by City crews to avoid contamination of materials and damage to machinery.

SPECIAL BRUSH PICKUP

Special brush pickup is available to city residents for an additional fee. A minimum charge plus a special pickup fee is assessed for use of this service.

CURBSIDE RECYCLING

Items accepted for recycling may change without notice as market conditions dictate. Please see back of recycle calendar for recyclable items.

DEVELOPMENT FEE POLICIES

General Information on Fees

- A. Payment of the base fee for development applications is required at the time of application submission. Payment of base fees for annexations, vacations, and other related activities, which do not require submittal of permit applications, are due prior to commencement of any staff work on the activity. Typically, this would be following submission of an initial letter of interest and/or petition. Payment of all fees will be required regardless of approval/non-approval of the activity.
 - i. Hourly fees are in addition to the underlying permit/action flat fees.
 - ii. Hourly fees are typically billed on a monthly basis.
 - iii. Any billing more than 30 days overdue shall result in progress on the application ceasing and/or withholding of final approval/permit issuance.
- B. The City may contract work to consulting agencies and firms at its discretion for any type of permit activity.
 - i. The applicant shall be responsible for all consultant costs, any related staff time, and a ten percent (10%) fee for other City expenses involved in working with the consultant and the applicant. Examples of consultant costs: attorney fees, engineers, geotechnical specialists, etc.
- C. Applications that require both City and County approval are still subject to the City's fees.
- D. All project types may not be listed in the Rate Booklet. If they are not, fees will be applied as determined by the City.
- E. The direct cost of the Hearing Examiner's work on a case shall be billed to and paid by the applicant. This shall be in addition to any other fees.
- F. Hearing Examiner and related legal, specialized study and staff services (for proceedings and appeals not covered in the City of Cashmere *Rates and Fees* resolution, as amended):

The appellant, applicant, and/or involved party shall reimburse the City for all costs billed to the City by the Hearing Examiner, staff time, consultant time and if utilized, for City legal counsel and/or specialized study services reasonably required by the appeal.

BUILDING PERMIT POLICIES

APPLICATION REQUIREMENTS

Building permit applications may be submitted at City Hall.

The information required for a building permit application includes the following:

- ❖ Two sets of structural plans
- ❖ Site plan showing dimensions of property, placement of all buildings on the property, and relationship of buildings to property lines
- ❖ Dimensions of all buildings including new construction
- ❖ Contractor's name, mailing address, phone number & Washington State Contractor's license number
- ❖ Assessor's Parcel number
- ❖ Legal description
- ❖ Lending Institution or bonding firm name, address and phone number (RCW 19.27.095)

Building permits are required for -

1. Any new construction, remodeling or addition that modifies the roof or foundation structure or a bearing wall of the building. This does not include interior improvements which do not affect the structural integrity of the building such as new flooring, wall coverings, etc.
2. Fences - A permit is issued to ensure the builder is aware of zoning requirements.
3. Sprinkler systems - A permit is issued to ensure that the installer places a backflow prevention device between the city water system and the private residence.
4. Wood stoves - A permit is issued for new installations or an inspection of any previous installation.
5. Swimming pools, both in-ground and above ground.
6. Decks over 30" above ground level or roofed decks.
7. Retaining walls over 4' tall as measured from the bottom of the footing to the top of the wall.
8. Installation of propane tanks
9. Installation of gas appliances/fireplace logs
10. Installation/decommissioning of underground storage tanks.

| Demolition of buildings – Cost of permit calculated by square footage of building.

RESOLUTION NO. 03-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, DECLARING A PORTION OF CHELAN COUNTY TAX PARCEL NO. 23-19-03-320-110, COMMONLY KNOWN AS A PORTION OF THE FORMER TREE TOP BULK VOLUME FERMENTER SITE, SURPLUS TO THE NEEDS OF THE CITY AND SETTING A DATE FOR A PUBLIC HEARING TO CONSIDER THE SURPLUS ACTION DESCRIBED IN THIS RESOLUTION.

WHEREAS, the City Director of Planning and Building has determined that approximately 16,500 square feet of property owned by the City that is a portion of Chelan County Tax Parcel No. 23-19-03-320-110, commonly known as a portion of the former Tree Top Bulk Volume Fermenter site, is surplus to the needs of the City, of limited value to the City and is land locked and fenced off from use by the City as part of the adjoining City sewer utility property and should be surplus; and

WHEREAS, the Mayor and City Director of Planning and Building recommend to the City Council that the property, which based upon the assessed value of neighboring properties, according to the records of the Chelan County Assessor, if it were a separate parcel with separate access may be worth up to \$17,750; and

WHEREAS, because there is no access and only one potential realistic owner of the property which is the neighboring property owner, Michael J. Addleman and Linda B. Addleman, husband and wife (hereinafter "Addleman"); and

WHEREAS, Addleman has expressed an interest in purchasing the property and is

willing to pay \$13,500 to the City for the property; provided that the City pays for all of the costs of completing the necessary boundary line adjustment and purchases a standard form of title insurance for the area to the surplus; and

WHEREAS, having duly considered this matter, the City Council concurs with the recommendation of the Mayor and City Director of Planning and Building, that the property is surplus to the needs of the City and formally declaring the property surplus would be in the best interests of the citizens of the City and the general public;

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

Section 1. The City Council has determined that the real property that is a portion of Chelan County Tax Parcel No. 23-19-03-320-110, commonly known as a portion of the former Tree Top Bulk Volume Fermenter site, identified as "Subject Area" in Exhibit "A" to this Resolution, should be declared surplus and sold to the neighboring property owner, Michael J. Addleman and Linda B. Addleman, husband and wife, for the sum of \$13,500 as set forth in the recitals to this Resolution.

Section 2. RCW 35.94.040 requires that a public hearing be held prior to the final action to surplus the property and the City Council hereby sets that public hearing for the 27th day of January, 2014, beginning at 6:00 p.m., at Cashmere City Hall, 101 Woodring Street, Cashmere, Washington, or as soon thereafter as the matter may be heard.

Section 3. The City Clerk-Treasurer is hereby directed to publish Notice of the Public Hearing to be held pursuant to Section 2 of this Resolution by publishing the following Notice at least one time in the City's official newspaper at least seven (7) and not more than fourteen (14) days in advance of the hearing:

Notice is hereby given that a public hearing will be held before the City Council of the City of Cashmere, beginning at 6:00 p.m. on January 27, 2014 at City Hall, 101 Woodring Street, Cashmere, Washington, for the purpose of hearing public comments regarding the City Council's proposal to declare a portion of Chelan County Tax Parcel No. 23-19-03-320-110, commonly known as a portion of the former Tree Top Bulk Volume Fermenter site, surplus to the needs of the City and sell it for \$13,500 to the neighboring property owner. All interested individuals are invited to provide comments at the hearing.

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

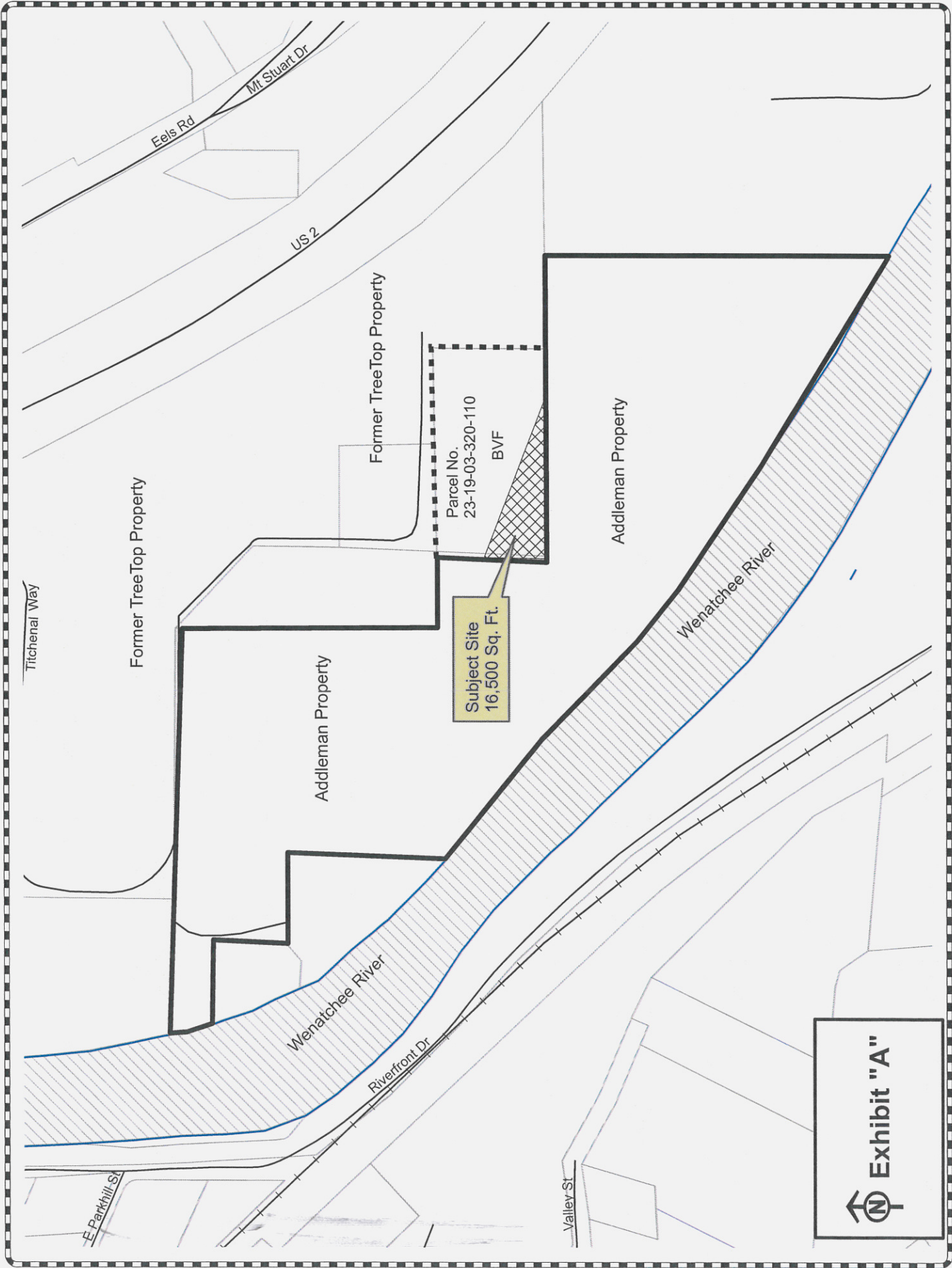
APPROVED by the City Council the 13th day of January, 2014.

APPROVED:

Jeff Gomes, Mayor

ATTEST:

Kay Jones, City Clerk-Treasurer



⬆️ (N) Exhibit "A"

AGREEMENT

AGREEMENT made this _____ day of December, 2013, by and between the Public Utility District No. 1 of Chelan County, a municipal corporation (hereinafter “the District”), and the City of Cashmere, a municipal corporation (hereinafter “the City”).

R E C I T A L S :

WHEREAS, in 2012, another municipality advised the District of an interest in the process for the District’s collection of the city electric utility tax.

WHEREAS, the District performed an internal audit January – April 2013 and a concurrent Customer Accounting review of tax coding on every District premise, County-wide. The District identified some tax coding and collection errors.

WHEREAS, District staff and City staff have worked collaboratively and both the City and the District believe they have accurately defined the account coding and collection errors.

WHEREAS, the City and the District desire to fully and finally resolve all issues between them regarding utility taxes on electrical services owing to the City through the date of this Agreement.

For and in consideration of the covenants set forth herein, the adequacy of which is acknowledged, the City and the District agree as follows:

1. The foregoing recitals are incorporated herein as though fully set forth.
2. The District shall pay the City the sum of \$2241.79 as and for the utility taxes on electrical services provided by the District to its City customers through October 1, 2013. Said sum has been offset by any utility taxes paid by the District on services to customers incorrectly coded as being inside the City when they were actually outside the City during said time period,

as well as credits for uncollectible taxes as permitted by City ordinance and uncollected taxes on City properties, as applicable.

3. The District has corrected the coding errors for purposes of future utility taxes effective October 1, 2013.

4. The City releases the District from any and all liability for unpaid utility taxes, on electrical services only for the time period prior to October 1, 2013.

5. The District releases the City from any and all liability for overpaid utility taxes or other credits, on electrical services only for the time period prior to October 1, 2013.

6. This Agreement sets forth all of the terms of the agreement reached between the parties hereto related to taxes on electrical services provided by the District prior to October 1, 2013. There are no other agreements that affect or modify this Agreement. Any modifications to this Agreement shall be in writing and signed by all parties hereto.

7. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart, facsimile or electronically. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the parties.

DATED this ____ day of _____, 2013.

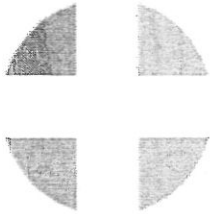
PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY

By _____
JOHN STOLL
Managing Director Customer Utilities

DATED this ____ day of _____, 2013.

CITY OF Cashmere

By _____
NAME
Title



ANOVA
Trusted occupational medicine

Your Annual Drug and Alcohol Program annual fees have been applied to your account. Please sign and return your 2014 Service Agreement by January 15th. Happy Holiday's. Melinda

140 Easy Way, WA. 98801
Phone: 509-662-1955 / 800-662-7525 Fax: 509-662-6695

**DOT Substance Abuse Collection Program
Service Agreement**

This agreement, made as of the ____ day of, January 2014 by City of Cashmere and AnovaWorks, PLLC.

The parties hereto, in consideration of the mutual covenants contained herein and intending to be legally bound, do hereby agree as follows.

1. AnovaWorks, PLLC hereby agrees to perform services for **Above Named Client**, drug and alcohol screening program which include: collection at **AnovaWorks, PLLC, a specified collection facility** and at **Above Named Client**, Medical Review Services by Dr. James B. Johnson and Dr. Richard Lynn, releasing and reporting of results from designated laboratory, random selections, performing breath alcohol screening and confirmations, data management for DOT program, MIS reporting for DOT program, addition and deletion of personnel for DOT program, supervisory training for DOT program. Employers are responsible for maintaining all drug program records produced by AnovaWorks.
2. AnovaWorks, PLLC agrees to submit results of all confirmed drug and/or alcohol positive results and refusals of holders of a Washington State CDL to the Washington State Department of Licensing (DOL) on forms provided by the DOL. As per Washington State DOL requirement, signed into effect on June 13, 2002.
3. The fees for the entire DOT drug and alcohol program will be in effect for one (1) calendar year. They are: \$ 175-

- | | | |
|----|---|------------|
| 4. | ***Total DOT collection, Lab and Negative result | (\$ 67.00) |
| | Medical Review Services (per positive test) | \$ 45.00 |
| | Breath alcohol screening | \$ 30.00 |
| | Breath alcohol confirmation | \$ 30.00 |
| | On-Site Collection services per hour (if requested) | \$ 37.00 |
| | After hours charge per occurrence | \$ 70.00 |
| | Supervisors Training **Dot required. | |
| | Go to JJ Kellar, online, Key words" substance abuse supervisors training" Training can be done on line at minimal cost. | |

*Collection fees reflect AnovaWorks collection charges. Tests collected elsewhere may be at a greater dollar amount the difference will be applied to company's billing statement.

4. **Above Named Client** agrees to reimburse AnovaWorks, PLLC for the above charges mentioned in paragraph number three.
5. Nothing in this contract shall be deemed to make AnovaWorks, PLLC personnel agents, employees or representatives of **Above Named Client**, for any purpose and the conduct and control of the professional services to be provided hereunder shall rest solely with AnovaWorks, PLLC.
6. This agreement shall be interpreted and construed according to the laws of the State of Washington.
7. Termination by either party must include (30) thirty days written notice.
8. AnovaWorks, PLLC agrees to indemnify, hold harmless and defend, **Above Named Client**, its directors, officers, contractors, agents, employees and each one of them from and against any and all liabilities, claims, penalties, lawsuits and damages (including cost and reasonable attorney's fees), arising out of claim of any kind caused by breach of this agreement or the negligent or willful act or omission of AnovaWorks, PLLC, its directors, officers and employees related to performance of this agreement.
9. **Above Named Client**, agrees to indemnify, defend and hold harmless AnovaWorks, PLLC, its directors, officers, contractors, agents and employees and each one of them, from and against any liabilities, claims, lawsuits and damages (including costs and reasonable attorney's fees) of whatever nature made or asserted by a present or former employee or agent or applicant for employment of, or of its parent, subsidiary or affiliated companies arising out of **Above Named Client**, failure to comply with any state or federal laws or regulations or performance of **Above Named Client**, obligations.

In witness whereof the parties hereto have executed this agreement as of January____, 2014

Witness:

Company: _____

By: _____

Title: _____

Witness:

_____ Melinda Simon *12-18-13*
Drug Screening Coordinator

AnovaWorks, PLLC

By: James B. Johnson MD
Medical Director/MRO

