



City of Cashmere

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CASHMERE CITY COUNCIL MEETING
MONDAY, JANUARY 8, 2018 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of December 11, 2017 Regular Council Meeting
2. Payroll and Claims Packet Dated December 26, 2017

BUSINESS ITEMS

1. Contract for Blades Code Services
2. City of Cashmere and The Spirit of America Foundation Agreement
3. Resolution No. 01-2018 amending wastewater system development charges
4. Ordinance No. 1265 amending Sections 17.40.030 and 17.48.030 clarifying Ordinance No. 1264
5. Authorize the purchase of a 2002 Peterbilt 330 dump truck, which includes a budget amendment

PROGRESS REPORTS

ADJOURNMENT

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR AND STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS
Americans with Disabilities Act (ADA) accommodations provided upon request (48-hour notice required)

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY, DECEMBER 11, 2017 AT CASHMERE CITY HALL

OPENING

Mayor Jeff Gomes opened the regular city council meeting at 6:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jeff Gomes Skip Moore Jim Fletcher Dave Erickson Derrick Pratt	Kameon Smith
Staff:	Kay Jones, Clerk-Treasurer	Mark Botello, Director Chuck Zimmerman, City Attorney

FLAG SALUTE

EXCUSED ABSENCES

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

ANNOUNCEMENTS & INFORMATION

Mayor Gomes presented Councilor Skip Moore with a Certificate of Appreciation. On behalf of the staff and citizens of the City of Cashmere Mayor Gomes extended sincere appreciation for his outstanding performance, his commitment and dedication to excellence as a council member since January 2006.

PUBLIC COMMENT PERIOD

No public comment.

APPROVAL OF AGENDA

Mayor Gomes added Item #2 Cashmere-Dryden Airport sewer charges.

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

CONSENT AGENDA

Minutes of November 27, 2017 Regular Council Meeting

Payroll and Claims Packet Dated December 11, 2017

Claims Direct Pay and Check #38494 through #38523 totaling \$42,066.90

Payroll Direct Deposit and Check #38490 through #38493 totaling \$105,406.12

Manual Check #38489 replacing lost Check #38344

Affirm the members of the tree Committee for 2018

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

PAT JONES AND JC BALDWIN – UPDATE ON THE PORT PROPERTY

Port District Director Pat Jones and Port District Commissioner J.C. Baldwin were present to update the City Council on the progress at the port property. Director Jones reported that the Port received a “No Further Action” letter from the Department of Ecology on the portion of property south of Mill Road. This portion of property was declared surplus and put up for sale. BJ Louws owner of Louws Truss Company purchased the property.

The Port is working on getting a “No Further Action” letter from DOE on the remaining property between Mill Road and Sunset Highway.

CASHMERE-DRYDEN AIRPORT SEWER CHARGES

During an internal audit, the City discovered the Airport was not being charged for sewer services. The City notified the Airport of the oversight and sent a bill for six years of back charges as allowed by RCW. The county’s legal recommended that the County Commissioners advise the Airport to pay the sewer charges. The Airport is requesting approval to make annual payments over six years to pay off the back charges.

The Mayor and staff believed the six years was an extended period of time and recommended a three-year payment term with annual payments of \$5,523.84.

MOVED by Councilor Erickson and seconded by Councilor Moore to approve the Mayor and Staff recommendation of a three-year payment term. Motion carried.

PROGRESS REPORTS

Mayor Gomes reported that the hazardous trees on Evergreen are gone. The PUD arborist Bill Sanborn will keep an eye on the other trees in the area.

Mayor Gomes swore in elected council members Daniel Scott, Dave Erickson, and Jim Fletcher for the 4-Year term of 2018-2021.

Councilor Smith arrived at 6:28 p.m.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 6:31 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

Staff Summary

Date: January 8, 2018
To: Cashmere City Council
Mayor Gomes
From: Mark Botello
RE: Contract with Blades Code Services

Please see attached agreement between the City of Cashmere and Blades Code Services. This agreement is for building code services as needed by the City of Cashmere. Such services may include on-call support for Staff for construction plan review, field inspections, general on-call services for when staff is out of office or because of workload. Fees for these services come from building plan review fees and permit fees.

Recommendation:

Staff recommends approval of contract between City and Blades Code Services and authorize Mayor to sign contract.

BLADES Code Services

509-237-3932 bladescodeservices@yahoo.com 2962 Rd. 14.1 NW, Ephrata, WA 98823

On this day December 14, 2017 an agreement is made between BLADES Code Services (BLADES) and the City of Cashmere, WA for the purpose of mutual agreement for service between the two parties for the building department duties.

Services:

BLADES agrees to perform services as needed by the City of Cashmere. Such services are to include support for the City of Cashmere by performing Construction Plan Reviews for Code Compliance with the International Building Codes, and Washington State Energy Code. Inspections of the Construction project for compliance with the current editions of the International Building Codes, and WSEC.

FEES:

BLADES FEE TABLE	
Plan Review Fee	80% of total plan review fee
Building Inspection Fee	65% of Building Permit Fee
Reinspection Fee	\$75 per reinspection
After hours and weekend inspections	\$90 per hour-2 hour minimum charge
Plan Alteration Fee	\$60 per hour
On-Call Fee	\$55 per hour

Reinspection Fee: A reinspection will be required when work said to have been completed has not been completed at the time the inspection is called in. In the case of a reinspection, a date, reason for reinspection, and conditions for correction must be included in written form to the responsible party. Reinspection may also be billed directly to the applicant.

Plan Alteration Fee: Fees for changes to approved plans.

Once a set of construction plans is deemed to be complete, and accepted by the applicant, any changes made shall be done as an approved plan submittal change, and shall be billed at a hourly fee of \$60/hour.

On-Call Fee: On-Call services will be performed at a rate of \$55/hour

Inspections Performed:

- Setback Inspections (Distances as indicated on site plan)
- Footings
- Rebar (Steel)
- Foundations
- Post holes
- Underground Plumbing
- Under-slab insulation

Underfloor Framing/concrete slab
Shearwall
Rough Plumbing
Rough Mechanical
Rough Framing
Insulation
Washington State Energy Code Compliance
Fire Separation/Fire-Resistant Framing and Penetrations
Drywall
Final Plumbing
Final Mechanical
Building Final

Invoice and Payments: All payments will be do within 30 days of the invoice date which is the last day of each month. All services rendered within that month period will be invoiced on the last day of the month, and payment to be received by the last day of the following month.

Agreement Duration: This agreement is for the calendar year of January 1 to December 31. The contract shall be renewed each year as desired by both parties, and may be terminated at any time by either party.

Insurance: BLADES will provide insurance in accordance with the certificate of insurance attached herein as exhibit "A" and incorporated heron as if fully set forth: This policy will name the Municipality as additional insured. The certificate of insurance cancellation clause shall be amended as follows: Should any of the above described policies be cancelled, changed, or reduced in coverage before the expiration date, the issue company will mail 30 day written notice through certified mail, to the certificate holder named at the left.

Independent Contractor: BLADES is an independent contractor and neither BLADES nor any of its employees will be considered as employees of the Municipality. BLADES is an independent contractor and will not be considered as employed by the Municipality.

Agreement Termination: For any reason that the contract is to be terminated, BLADES will issue an invoice for services rendered to that point, and the Municipality shall pay for up until that point. Termination shall be in writing to BLADES, and shall include the current date.

Hold Harmless and Indemnification: BLADES shall indemnify and hold the Municipality and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loss, damages, or costs, of whatsoever kind or nature, brought against the Municipality arising out of, or in connection with, or costs of whatsoever kind or nature, brought against the Municipality arising out of, or in connection with, or incident to, the execution of this agreement and/or BLADES performance or failure to perform any aspect of this agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the Municipality, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of BLADES; and provided further, that nothing herein shall require

BLADES to hold harmless or defend the Municipality, its agents, employees, and/or officers for damages or loss caused by the Municipality's sole negligence. BLADES expressly agrees that this indemnification of the Municipality applies to any claims arising under title 51 R.C.W., for the purposes of this Agreement. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

Dispute Resolution: Any claim, dispute or other matter in question between Municipality and BLADES arising out of or in any way related to this Agreement may be resolved in a manner mutually agreed to by both Municipality and BLADES. In the absence of such a mutual agreement on the manner of resolution, the matter shall be resolved through litigation with venue in Chelan County, Washington. There parties hereto agree to engage in mediation as a condition precedent to the commencement of any other dispute resolution process, including litigation. The parties further agree to openly and cooperatively exchange information with one another in preparation of any mediation session.

Nondiscrimination: Each party agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation, or belief, sexual orientation as defined in RCW 49.60.040, or the presence of any sensory, mental or physical handicap in violation of any applicable federal or state law or regulation and each party agrees to be an Equal Opportunity Employer.

Governing Law; This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and all services to be provided will be provided in accordance with applicable federal state and local law.

City of Cashmere, WA:

signature

Name: _____

Date: _____

BLADES:



signature

Name: _____

Date: _____

Brock Laughlin
Dec. 28, 2017

CITY OF CASHMERE AND THE SPIRIT OF AMERICA FOUNDATION AGREEMENT

THIS AGREEMENT is entered into as of the Effective Date by and between the City of Cashmere, Washington, a Washington Municipal Corporation (hereinafter the "City") and The Spirit of America Foundation, a Washington Non-Profit Corporation (hereinafter the "Foundation"), sometimes each individually referred to herein as a "party" or collectively referred to herein as the "parties."

In consideration of the terms and conditions contained herein, the City and Foundation agree as follows:

1. The City owns Riverside Center and Riverside Park.
2. The predecessor entity to the Foundation constructed a 9/11 Memorial and other improvements in the area adjacent to Riverside Center in Riverside Park labeled "9/11 Memorial Site" in Exhibit "A" to this Agreement and dedicated those improvements to the City.
3. The Foundation desires to construct further improvements related to the existing 9/11 Memorial on the 9/11 Memorial Site.
4. All improvements previously constructed and currently existing at the 9/11 Memorial Site are property of the City.
5. All new improvements constructed at the 9/11 Memorial Site shall become property of the City following completion of construction of the same by the Foundation.
6. The Foundation will construct improvements at the 9/11 Memorial Site in accordance with building plans approved by the City Mayor in consultation with the City Director of Planning and Building and in accordance with all laws, rules, and regulations applicable to construction of the proposed and approved improvements.
7. All work done on the 9/11 Memorial Site by the Foundation shall be done by volunteers, contractors, or employees of the Foundation. The projects to be constructed shall be artistically consistent with the existing theme and design of the 9/11 Spirit of America Memorial located on the 9/11 Memorial Site.
8. All costs and expenses incurred in the construction by the Foundation shall be paid for by the Foundation and not the City.
9. During construction the Foundation will not interfere with the operation of Riverside Center by the third-party tenant of the City.

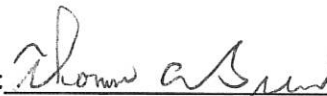
10. During the term of this Agreement, the Foundation agrees to maintain and repair all of the improvements and the area located within the 9/11 Memorial Site in accordance with the direction of the City Mayor or his or her designee.
11. During the term of this Agreement, the City shall provide water and electrical power for the 9/11 Memorial Site at no cost to the Foundation.
12. The Foundation shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, and agents from and against all demands, claims, losses, injuries, damages, liability, suits, judgments, attorneys fees and costs and other expenses of any kind incurred by the City on account of, relating to, or arising out of the Foundation's work at the 9/11 Memorial Site, except to the extent such injuries or damages are caused by the negligence of the City.
13. The Foundation shall procure and maintain for the duration of this Agreement, and for a period of three (3) years thereafter, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the work by the Foundation, its contractors, agents, representatives, employees, subcontractors, or volunteers. The insurance shall be placed with insurers acceptable to the City.
14. The Foundation shall maintain Commercial General Liability insurance written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Foundation's Commercial General Liability insurance policy. The proof of insurance and identification of the City as an additional insured shall be provided on a form acceptable to the City. The Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$1,000,000 products-completed operations aggregate limit.
15. Venue for any legal action arising out of the existence of this Agreement shall be in Chelan County Superior Court. Except as specifically provided otherwise herein, in any legal action commenced by either party to this Agreement, each party shall pay its own attorneys' fees and costs, regardless of the outcome.
16. The term of this Agreement shall be perpetual. However, this Agreement may be terminated by either party for any reason on 90 days prior written notice to the other party.

17. The Effective Date of this Agreement shall be the date the Agreement is approved and signed by the City Mayor which shall be after the Agreement is approved and signed by the Foundation.
18. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings between the parties with respect thereto. This Agreement may be amended only by an agreement in writing signed by both parties.
19. This Agreement may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile or PDF e-mail shall be deemed valid execution of this Agreement, binding on the parties.

APPROVED the _____ day of _____, 20__ by the City Council of the City of Cashmere, Washington, at an Open Public Meeting.

By: _____
Mayor Jeff Gomes

APPROVED the 12th day of December, 2017 by the Spirit of America Foundation.

By: 
Thomas A. Green, President

Address for Giving Notice:

CITY OF CASHMERE

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

Address for Giving Notice:

SPIRIT OF AMERICA FOUNDATION

Attention: President
Spirit of America Foundation
P.O. Box 151
Cashmere, WA 98815

Staff Summary

Date: January 8, 2018
To: Cashmere City Council
Mayor Gomes
From: Mark Botello
RE: Ordinance No 1265 amending Sections 17.40.030 and 17.48.030
Clarifying Ordinance No. 1264.

Please see attached Ordinance No. 1265, which amends Sections 17.40.030- *Warehouse Industrial District* (WI) and Section 17.48.030- Public District (P) of Cashmere Municipal Code (CMC).

The proposed amendments are as follows:

17.40.030 Development standards.

Development in this district shall meet all of the applicable provisions of this title and all other rules, regulations and provisions of the city of Cashmere, and shall comply with the following:

- A. ...
- B. ...
- C. ...
- D. Minimum Yard Areas.
 - 1. Front, Side and Rear Yards. ...
 - 2. Where development occurs adjacent to a residential district, the rear and side yard areas shall be 30 feet ~~from the rear and side property lines.~~

17.48.030 Development standards.

Development in this district shall meet all of the applicable provisions of this title and all other rules, regulations and provisions of the city of Cashmere, and shall comply with the following:

- A. ...
- B. ...
- C. ...
- D. Minimum Yard Areas.
 - 1. Front yard: ...
 - 2. Rear yard: ...
 - 3. Side yard: ...
 - 4. Where development occurs adjacent to a residential district, the rear and side yard areas shall be 30 feet ~~from the rear and side property lines.~~

Recommendation:

Staff recommends approval of Ordinance No. 1265

ORDINANCE NO. 1265

AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON AMENDING SECTIONS 17.40.030 (WI-WAREHOUSE INDUSTRIAL DISTRICT) AND 17.48.030 (PUBLIC DISTRICT) OF THE CASHMERE MUNICIPAL CODE; AMENDING DEVELOPMENT STANDARDS; CONTAINING A SEVERABILITY PROVISION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Cashmere Planning Commission conducted a duly advertised public hearing on the 7th day of August 2017 to consider public testimony, and to discuss and recommend changes to the City zoning code, Cashmere Municipal Code Title 17 including those set forth herein; and

WHEREAS, following the public hearing, the City Planning Commission adopted findings and made a recommendation to the City Council to approve amendments to Title 17 including those set forth herein; and

WHEREAS, an integrated 60-day state agency and environmental review process was conducted pursuant to the provisions of the Growth Management Act (RCW 36.70A.106), the State Environmental Policy Act and Washington Administrative Code Chapter 197-11; and

WHEREAS, the Cashmere City Council held a duly advertised public hearing on the 23rd day of October 2017 to review and take public testimony on the proposed amendments to Title 17; and

WHEREAS, on November 27, 2017 the City Council passed Ordinance 1264 approving multiple amendments to Title 17; and

WHEREAS, the revisions to Sections 17.40.030 and 17.48.030 set forth herein were not clearly identified in Ordinance 1264; and

WHEREAS, passage of this Ordinance will clearly identify the proposed revisions to these Sections of the City Code; and

WHEREAS, the City Council now desires, through passage of this Ordinance, which is deemed to be in the best interest of the health, safety, and welfare of the citizens of the City, to amend Title 17 as set forth herein; now therefore,

THE CITY COUNCIL OF THE CITY OF CASHMERE DO ORDAIN AS FOLLOWS:

Section 1. 17.40.030 of the Cashmere Municipal Code is hereby amended to read as follows:

17.40.030 Development standards.

Development in this district shall meet all of the applicable provisions of this title and all other rules, regulations and provisions of the city of Cashmere, and shall comply with the following:

A. Minimum lot area, lot depth, lot width: that area necessary to comply with all applicable provisions, including without limitation requirements for off-street parking, ingress/egress, lot coverage, landscaping, etc.

B. The maximum building height: three stories, or in any event not greater than 40 feet (existing allows 80 feet) including all signs or decorations. Where development occurs adjacent to a residential or public district, the maximum building height for all structures and storage of materials shall be 30 feet.

C. The maximum lot coverage including all accessory buildings: 80 percent of the total lot area.

D. Minimum Yard Areas.

1. Front, Side and Rear Yards. No yard area is required except that where roof construction would result in snow sloughing off the roof onto pedestrian and/or vehicle travel ways, there shall be either a minimum yard area of eight feet, or adequate structural features, as determined by the city, to ensure the safe travel of pedestrians and vehicles on public streets, alleys, sidewalks and other public rights-of-way.

2. Where development occurs adjacent to a residential district, the rear and side yard areas shall be 30 feet.

Section 2. Section 17.48.030 of the Cashmere Municipal Code is here amended to read as follows:

17.48.030 Development standards

Development in this district shall meet all of the applicable provisions of this title and all other rules, regulations and provisions of the city of Cashmere, and shall comply with the following:

A. Minimum lot area, lot depth, lot width: that area necessary to comply with all applicable provisions, including without limitation requirements for off-street parking, ingress/egress, lot coverage, landscaping, etc.

B. The maximum building height: three stories, or in any event not greater than 40 feet, including all signs or decorations. Where development is adjacent to a residential district, the maximum building height shall be two stories or in any event not greater than 30 feet.

C. The maximum lot coverage including all accessory buildings: 80 percent of the total lot area.

D. Minimum Yard Areas.

1. Front yard: zero feet from the front property line.

2. Rear yard: zero feet from the rear property line; provided, that buildings or structures located adjacent to a platted alley right-of-way shall not be closer than eight feet from the rear lot line.

3. Side yard: zero feet from the front property line.

4. Where development occurs adjacent to a residential district, the rear and side yard areas shall be 30 feet.

Section 3. Pursuant to RCW 36.70A.106, this Ordinance shall be transmitted to the Washington State Department of Commerce.

Section 4. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

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

Passed by the City Council of the City of Cashmere at a regular open public meeting on the ____ day of _____, 2018.

CITY OF CASHMERE

Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk/Treasurer

Approved as to form:



Charles D. Zimmerman
City Attorney

Ordinance No:

Passed by the City Council:

Published in the Cashmere Valley Record:

Effective date:

RESOLUTION 01-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, REPEALING RESOLUTION 10-2017, AMENDING CITY WASTEWATER RATES.

WHEREAS, the City Council of the City of Cashmere, desires to repeal Resolution 10-2017 adopted on November 23, 2017 and replace it with this Resolution which corrects the computations for wastewater system development charges so all rates for wastewater service provided by the City of Cashmere will increase by two percent (2%) annually through 2022; now, therefore,

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

Section 1. The rates for wastewater shall be 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. Each dwelling shall be charged separately. 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

1/1/18	1/1/19	1/1/20	1/1/21	1/1/22
2%	2%	2%	2%	2%
\$101.95	\$103.99	\$106.07	\$108.19	\$110.35

1-WW COUNTY

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

1/1/18	1/1/19	1/1/20	1/1/21	1/1/22
2%	2%	2%	2%	2%
\$152.93	\$155.99	\$159.11	\$162.29	\$165.53

Discount:

Low-income Senior and Disabled 20% off base rate

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

1/1/18	1/1/19	1/1/20	1/1/21	1/1/22
2%	2%	2%	2%	2%
\$216.40	\$220.73	\$225.15	\$229.65	\$234.24

Per 1,000 gallons over 11,000

\$5.64	\$5.75	\$5.87	\$5.99	\$6.11
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2-WW COUNTY

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

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1/1/18	1/1/19	1/1/20	1/1/21	1/1/22
2%	2%	2%	2%	2%
\$324.60	\$331.10	\$337.72	\$344.47	\$351.36

Per 1,000 gallons over 11,000

\$8.46	\$8.62	\$8.80	\$8.97	\$9.15
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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 charged no less than the base fee. Each separately accessible space with fixtures that discharge into the City sewer system shall be charged at least the base fee. Depending on the business type, at the City's sole discretion, the monthly rate may be determined by a fixture count and calculation based on commonly recognized and accepted formulas.

Monthly Rates:

3-WW CITY

1/1/18	1/1/19	1/1/20	1/1/21	1/1/22
2%	2%	2%	2%	2%
\$ 101.95	\$103.99	\$106.07	\$108.19	\$110.35

Per 1,000 gallons over 11,000

\$6.27	\$6.40	\$6.53	\$6.66	6.79
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3-WW COUNTY

Rates calculated at 1.5 times the City Commercial Rates.

-				
1/1/18	1/1/19	1/1/20	1/1/21	1/1/22
2%	2%	2%	2%	2%
\$152.93	\$155.99	\$159.11	\$162.29	\$165.53

Per 1,000 gallons over 11,000

\$9.42	\$9.61	\$9.81	\$10.00	\$10.20
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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:

1/1/18	1/1/19	1/1/20	1/1/21	1/1/22
2%	2%	2%	2%	2%
\$240.33	\$245.14	\$250.04	\$255.04	\$260.14

Per 1,000 metered gallons over 11,000

\$9.42	\$9.61	\$9.81	\$10.00	\$10.20
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NEW WASTEWATER SERVICE COSTS

Materials

Repair Materials and labor	Actual cost
New service tap up to 3"	\$250.00
New service tap 4" and over	\$500.00
Asphalt Street Repair	\$4.95/sq. ft.
Concrete Repair	\$5.25/sq. ft.
Shutoff Valve (For services not served by City Water)	Actual Cost

Wastewater service line is the owner's responsibility from the City wastewater main to the building served or as described in CMC 13.01.100 (2). Any excavation required is at the owner's expense and is not provided by City crews.

SYSTEM DEVELOPMENT CHARGES

System Development Charges will be increased 2% each year and rounded to the nearest dollar.

NEW SERVICES OR UPGRADES TO EXISTING SERVICES Charges per Unit within any single building

Residential Units	2018	2019 2%	2020 2%	2021 2%	2022 2%
One unit	\$2127.00	\$2170.00	\$2213.00	\$2257.00	\$2302.00
Two units	\$1957.00	\$1996.00	\$2036.00	\$2077.00	\$2119.00
Three units	\$1800.00	\$1836.00	\$1873.00	\$1910.00	\$1948.00
Four to eight units	\$1656.00	\$1689.00	\$1723.00	\$1757.00	\$1792.00
Nine to sixteen units	\$1524.00	\$1554.00	\$1585.00	\$1617.00	\$1649.00
Over sixteen units	\$1402.00	\$1430.00	\$1459.00	\$1488.00	\$1518.00

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, with the exception of property where service has been discontinued for more than 5 years. Development fees for new construction are due at time of issuance of a building permit and for all others at time of connection. For new construction not served by City water, a shutoff valve is required at owner's expense.

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 determined 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:

$$(0.38 \times ((\text{flow in gpd}) / (250 \text{ gpd})) + 0.387 \times ((\text{BOD in ppm}) / (200 \text{ ppm})) + 0.233 \times ((\text{TSS in ppm}) / (200 \text{ ppm}))) = \text{ERU (But not less than 1 ERU)}$$

Section 2. Resolution No. 10-2017 is hereby repealed and replaced by this Resolution.

Section 3. This Resolution shall be effective immediately upon passage by the City Council.

Passed by the City Council of the City of Cashmere, Washington this 8th day of January, 2018.

CITY OF CASHMERE

By: _____
Jeff Gomes, Mayor

Attest:

By: _____
Kay Jones, City Clerk-Treasurer

Staff Summary

Date: January 4, 2018
To: City Council
From: Mayor Gomes
RE: Authorize the purchase of a 2002 Peterbilt 330 dump truck, which requires a budget amendment

In mid-December the engine in one of the City's 1985 International dump trucks used for snow plowing broke down, requiring replacement. Staff looked into the cost of the repairs needed and due to the age of the plow truck the decision was made to replace the truck instead of repairing it, which is not in the 2018 budget.

Since it was the end of December and snow was anticipated it was determined that in order to be able to adequately clear the snow from the city streets the truck and plow needed to be replaced immediately.

The City researched and found the type of equipment needed at favorable pricing through Puget Sound Truck.

The City was informed of an auction through Heaverlo NW Auctions. The vehicle being auctioned met the criteria the city was looking for. Knowing the equipment would be gone before the city completed the bid process, the decision was made to bid on the equipment for purchase in 2018.

RCW 39.30.045 authorizes a city to acquire equipment through an auction without going through the bid process, if the items to be purchased can be obtained at a competitive price.

On January 2, 2018 the City received notice that the bids had been reviewed and the City's bid of \$70,250 met the reserve price. The equipment will be delivered as soon as payment arrangements have been made.

Authorizing the purchase requires a 2018 budget amendment in the amount of \$76,260, which includes tax and fees, for the purchase of capital equipment.

Mayor Recommendation:

MOVE to authorize the Mayor to purchase the 2002 Peterbuilt 330 dump truck in the amount of \$76,260, authorizing a budget amendment in the same amount.



CITY OF CASHMERE LAND USE HEARING EXAMINER
2017 ANNUAL REPORT

I. INTRODUCTION

The office of City of Cashmere has utilized a Land Use Hearing Examiner for several years. I have been serving as the City of Cashmere Land Use Hearing Examiner since November 15, 2005. My current contract with City of Cashmere is automatically renewed every year. However, it may be terminated at any time.

The Cashmere Municipal Code (2.50.140) requires the Hearing Examiner to report, in writing, to the Mayor at least once per year. The purpose of this report is to review the administration of the City's land use policies and regulating resolutions, as well as reporting on the number and type of decisions rendered since the prior report.

City of Cashmere land use hearings are held as needed. In 2017, 3 decisions were rendered.

I charged a flat rate for my services to the City of Cashmere in the amount of \$550.00. This fee is charged for all permits regardless of the complexity or time involved.

II. ANALYSIS

There was one variance application submitted for a variance for a reduction of the front yard setback from 25 feet from the front property line, or 50 feet from the centerline, whichever was greater, down to 15 feet from the front property line. This relates to property located at 109 Newberry Street in Cashmere. This variance was needed in order to construct a single family residence on a limited sized lot. There were two members of the public that testified at the hearing. There were concerns as to whether fill would be brought into the lot and another person concerned that conditions in this permit would not apply to their property that was not involved with this permit application. The Hearing Examiner, after reviewing the applicable law and making findings of fact based on the evidence, approved this variance application subject to six conditions of approval.

There was a Planned Unit Development application for the creation of nine lots on approximately 1.3 acres of land located in Cashmere. There was testimony in opposition of the project. Most of the comments were related to traffic and parking issues, flood water concerns and impacts to wildlife. After considering all of the evidence and reviewing the applicable rules and regulations set by the City of Cashmere, the Hearing Examiner approved this project subject to 27 conditions of approval.

The last hearing was for a Conditional Use Permit to expand an existing non-conforming use. The property located at 310 River Street is currently in residential use, storage and there is a laundry. The applicant wished to change the storage use to additional residential use. Expansion of the non-conforming use is allowed by the Cashmere Municipal Code, subject to obtaining a conditional use permit. The applicant adequately demonstrated sufficient parking for the main residential units. The applicant demonstrated that the project was consistent with the Cashmere Municipal Code. No member of the public appeared at the hearing. The Hearing Examiner ultimately approved the requested permit subject to six conditions of approval.

III. CONCLUSION

Throughout this year, I have never been requested to remove myself as a Hearing Examiner, nor have been required to remove myself as a Hearing Examiner due to any conflict of interest/appearance of fairness issues.

Hearings are held and evidence is gathered in an orderly fashion. Written decisions have been rendered on a timely basis. While I do not know whether any of my decisions from this year have been appealed, I do know that none of my decisions have been returned to me from any higher court.

If you have not already done so, I would invite you to attend a hearing. You will find that I consider it an important part of my duty to allow all members of the public to present the evidence and testimony they wish to be included into the record, so long as it is consistent with the laws as set forth in this state.

In 2017, I served as Hearing Examiner for Kittitas County, Douglas County, Chelan County, Garfield County, Columbia County, Grant County, Whitman County, Klickitat County, City of Chelan, City of Mattawa, City of Wenatchee, City of Entiat, City of East Wenatchee, City of Leavenworth, City of Cashmere, Town of Coulee City, City of Grand Coulee, City of Kittitas, City of Rock Island, Town of Waterville, City of Quincy, Town of Waterville and City of Bridgeport. I also serve as Hearing Examiner for Chelan-Douglas Health District.

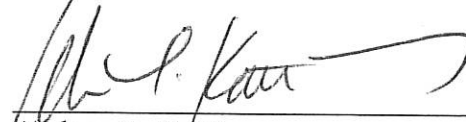
I would like to commend Mark Botello for his professionalism in the preparation and presentation of his staff reports and his conduct at hearings. His diligence and hard work make my job easier as he presents the application materials and preliminary evidence in a succinct and easily comprehensible format. It allows me to do my job on a more efficient basis which saves the City money. He is always prepared and always professional at hearings. In short, we have a land use decision process of which the entire City can be proud.

I would be happy to meet with you and the City Council at your convenience in order to discuss policies and implementation of those policies and any other items that may be of interest to you or the City Council.

In summary, the Hearing Examiner process continues to be successfully implemented in City of Cashmere.

Respectfully submitted this 30 day of December, 2017.

CITY OF CASHMERE LAND USE
HEARING EXAMINER



Andrew L. Kottkamp