



City of Cashmere

101 Woodring Street

Cashmere, WA 98815

Ph (509) 782-3513 Fax (509) 782-2840

Website www.cityofcashmere.org

CASHMERE CITY COUNCIL MEETING MONDAY, MAY 14, 2018 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

- Introduction of Judge Kristin Ferrera
- April Financial Report is on the website
- Due to Memorial Day the next Council meeting is on Tuesday, May 29th

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of April 23, 2018 Regular Council Meeting
2. Payroll and Claims Packet Dated May 14, 2018
3. Affirm Mayor's appointment of Paul Sharpe to the Cashmere Planning Commission

BUSINESS ITEMS

1. Public Hearing on the Six-Year Transportation Improvement Program 2019 – 2024
2. Resolution No. 02-2018 adopting the Six-Year Transportation Improvement Program
3. Resolution No. 03-2018 amending rates and charges for the Cashmere parks and cemetery
4. Resolution No. 04-2018 amending general utility and billing policies
5. Ordinance No. 1267 amending 13.01.120 billing procedures
6. Ordinance No. 1268 amending the 2018 Budget
7. Approval of Zacher subdivision P2015—004
8. Agreement with A&W Paving for chip seal patch work

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, APRIL 23, 2018 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 Daniel Scott 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 Fletcher and seconded by Councilor Pratt to approve the absence of Councilor Smith. Motion carried.

PROCLAMATION

Mayor Gomes proclaimed April 25, 2018 as Arbor Day and urged all citizens to support efforts to protect our trees, woodlands and the City's urban forestry program.

ANNOUNCEMENTS & INFORMATION

Mayor Gomes asked for two volunteers to review the Annual Financial Report for 2017. Councilors Fletcher and Pratt volunteered.

Mayor Gomes reported on the meetings he attended and the upcoming meetings he will attend.

Director Mark Botello introduced Paul Sharpe in the audience and informed the council that he sent a letter of interest for the open seat on the Planning Commission.

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

No public comment.

APPROVAL OF AGENDA

MOVED by Councilor Fletcher and seconded by Councilor Scott to approve the agenda as submitted. Motion carried.

CONSENT AGENDA

Minutes of April 9, 2018 City Council Meeting

Payroll and Claims Packet Dated April 23, 2018

Claims Direct Pay and Checks #38840 through #38867 totaling \$64,576.82

Manual Check #38839 to replace lost check #38802

Set Public Hearing May 14, 2018 at 6:00 p.m. on the Six Year Transportation Improvement Program

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

COUNCIL DISCUSSION ON UTILITY CONSOLIDATION STUDY - PRELIMINARY DRAFT REPORT

The Mayor and City Council discussed the draft report on the regional consolidation study. The report is very thorough, however there is no easy answer. There doesn't seem to be a huge benefit for the City of Cashmere.

The committee will meet one more time on April 26th to hear comments from the entities on the study. The next meeting will be a public meeting to receive comments from the public on the study.

MAINTENANCE AGREEMENT FOR WASHINGTON STATE DOT TO PAINT STRIPE CERTAIN CITY STREETS

The DOT has been striping certain City streets for several years. The City designates which streets are to be striped. The cost of the street striping agreement for 2018 is \$4,000,

MOVED by Councilor Erickson and seconded by Councilor Fletcher to approve and authorize the Mayor to sign the Maintenance Agreement with the DOT to stripe certain City streets. Motion carried.

PRICING AGREEMENT WITH WASTE MANAGEMENT FOR HAULING AND DISPOSAL OF NON-HAZARDOUS SOLIDS

A budgeted project for 2018 is cleaning out the solids in cell #1 and cell #3 of the old lagoons. The City has received approval from Washington Department of Ecology and the Chelan/Douglas Health Department. Waste Management has agreed to haul and dispose of the non-hazardous solids at the prices outlined in the pricing agreement.

MOVED by Councilor Fletcher and seconded by Councilor Pratt to approve and authorize the Mayor to sign the Agreement with Waste Management to haul and dispose of non-hazardous solids. Motion carried.

SMALL WORKS CONTRACT WITH CENTRAL WASHINGTON ASPHALT FOR 2018 PAVEMENT PRESERVATION PROGRAM

The City requested bids on the pavement preservation project, which included six streets. Two contractors responded to the bid for commercial HMA Asphalt overlay. Staff's recommendation was Central Washington Asphalt as the apparent low bidder at \$171,150. Approving this project authorizes a budget amendment increase of \$27,080 for the pavement preservation project.

MOVED by Councilor Fletcher and seconded by Councilor Scott to approve the selection of Central Washington Asphalt as the low bidder for the pavement preservation project and authorize the Mayor to sign the Small Works Contract. Motion carried.

SMALL WORKS CONTRACT WITH M. VAIL COMPANY FOR PUBLIC WORKS BUILDING RE-ROOF

The City requested bids on the public works building re-roof project and four contractors responded. Staff's recommendation was M. Vail Company as the apparent low bidder at \$51,922.

MOVED by Councilor Pratt and seconded by Councilor Fletcher to approve the selection of M. Vail Company as the low bidder for the public works re-roof project and authorize the Mayor to sign the Small Works Contract. Motion carried.

PROGRESS REPORTS

Director Botello stated that he will be meeting with the Planning Commission to start on their work schedule and he will also be meeting with the Tree Committee.

Request for bids on the Evergreen overlay street project have been sent out and Allied is finishing up on installing the liner in the storm drain pipe.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 6:38 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer

CITY OF CASHMERE

1/1/2018

Planning Commission

<u>Position</u>	<u>Planning Commission</u>	<u>Appointed</u>	<u>4 Yr. Term Expires</u>
#1	Dick Ryan P.O. Box 612 509-782-2270 (w) 509-679-1706 (Cell) rcryan44@msn.com	1/1/18	12/31/21
#2	Matthew Walgren 5661 Pioneer Ave 509-470-0554 Matthewwalgren@live.com	1/1/18	12/31/21
#3	Christopher Carlson 100 Pioneer Ave. 509-860-0099 Christopher_Carlson@icloud.com	1/1/18	12/31/21
#4	Rick Shorett P.O. Box 655 Cashmere, WA. 98815 Cell: 509-860-2778 shoretr@gmail.com	1/1/16	12/31/19
#5	Jared Novak 303 Garden Circle 509-393-5504 rocgc@live.com	1/1/16	12/31/19
#6	John Torrence 6377 Kimber Rd. 782-0110 (H) 679-4838 (C) johnt@torrence-eng.com	1/1/16	12/31/19
#7	Paul Sharpe 116 W. Pleasant Ave 425-478-4070 p.sharpe@comcast.net	5/8/18	12/31/19

City of Cashmere 2018 Tree Committee

Committee	1 Year Term Expires
Ed Meyer, Chair 105 Chase Ave 782-2571 669-2174 Edmeyer2017@gmail.com	12/31/18
Steve Crossland 103 Chase Ave 782-4418 (Work) steve@crosslandlaw.net	12/31/18
Anne McClendon 101 Valley St 670-7477 Anne4361@gmail.com	12/31/18
Jan Evans 910 Pioneer Ave 630-5476 Evansart24@gmail.com	12/31/18
Mareen Stoffel 319 Olive St 782-1841 mareenstoffel@yahoo.com	12/31/18
Vacant	
Karen Hartman 5076 Shadow Mt. Rd. 699-8733 Cell 470-7575 Res. Buffalowallow7@yahoo.com	12/31/18

RESOLUTION NO 02-2018

WHEREAS, pursuant to the requirements of RCW 35.77.010, laws of the State of Washington, the City of Cashmere has prepared a revised and extended Six-Year Transportation Improvement Program for the ensuing six calendar years, 2019 through 2024, and

WHEREAS, pursuant further to said law, the City Council of the City of Cashmere, being a legislative body of said city, did hold a public hearing on said Six-Year Transportation Improvement Program at 6:00 p.m. at the Cashmere City Hall on the 14th day of May, 2018, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cashmere that the revised and extended Six-Year Transportation Improvement Program for the ensuing six calendar years, 2019 through 2024, in the form attached hereto and incorporated herein, be and the same is hereby adopted; and

BE IT FURTHER RESOLVED that a copy of said revised and extended Six-Year Transportation Improvement Program for the ensuing six calendar years, 2019 through 2024, together with a copy of this resolution, be filed with the Secretary of the Department of Transportation of the State of Washington.

Passed by the City Council of the City of Cashmere this 14th day of May 2018.

CITY OF CASHMERE

By: _____
Jeff Gomes, Mayor

Attest:

By: _____
Kay Jones, City Clerk-Treasurer

Six Year Transportation Improvement Program

From **2019** to **2024**
 Hearing Date: _____ Adoption Date: _____
 Amend Date: _____ Resolution: _____

Cashmere
 Agency: _____
 Co. No.: 04
 City No.: 0165
 County Name: Chelan Co.
 MPO/RTPO: CDTC

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars						Expenditure Schedule (Local Agency)				Federally Funded Projects Only R/W Envic. Type Date (MM/YY)						
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information			Total Funds	1st	2nd	3rd	4th Thru 6th							
									Federal Fund Code	Federal Cost by Phase	State Fund Code							State Funds					
09	01	Pioneer Ave SRTS Location Varies From: _____ Division St. To: Tupper Rd. Install enhanced crosswalk features at various intersections along Pioneer Ave.	21	2019	Varies	C	0	8	9	10	11	12	13	14	15	16	17	18	19	20	21	CE	No
Totals																							
09	02	Citywide pavement preservation Location Varies From: TBD To: TBD Chip seal various local access and collector streets	47	2019	Varies	C	0	ALL	P	172000					182	100						CE	No
Totals																							
09	03	Chapel Street Preservation Chapel Street From: Pioneer Way To: Valley View Dr. Grind and overlay, minor drainage improvements.	05	2020	0.19	C	0	ALL	P						100	239						CE	No
Totals																							
09	04	Citywide pavement preservation Location Varies From: TBD To: TBD Chip seal various local access and collector streets	47	2021	Varies	C	0	ALL	P						239	108						CE	No
Totals																							
09	05	Sullivan Street Preservation Sullivan Street From: Pioneer Way To: City Limits Grind and overlay, minor drainage improvements.	05	2022	0.27	C	0	ALL	P													CE	No
Totals																							
09	06	Citywide pavement preservation Location Varies From: TBD To: TBD Chip seal various local access and collector streets	47	2023	Varies	C	0	ALL	P													CE	No
Totals																							
09	07	South Douglas Street Preservation South Douglas Street From: Cottage Ave To: Paddock Street Grind and overlay, minor drainage improvements.	05	2024	0.21	C	0	ALL	P						116	222						CE	No
Totals																							

Six Year Transportation Improvement Program

From 2019 to 2024

Hearing Date: _____ Adoption Date: _____
 Amend Date: _____ Resolution: _____

Cashmere
 Co. No.: 04
 City No.: 0165
 County Name: Chelan Co.
 MPO/RTPO: CDTC

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars							Expenditure Schedule (Local Agency)				Federally Funded Projects Only R/W				
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information			Total Funds	1st	2nd	3rd	4th Thru 6th	Environ. Type		Required Date (MM/YY)			
									Federal Fund Code	Federal Cost by Phase	State Fund Code									State Funds	Local Funds	
01	08	Citywide pavement preservation Location: Varies From: TBD To: TBD Chip seal various local access and collector streets	47	2025	Varies	C	8	9	10	11	12	13	14	15	16	17	18	19	20	21	No	
02	09	Sunset Highway Improvements Sunset Highway From: 1300' east of City Limits To: City Limits Reconstruct Sunset Highway. Project elements include curb, garter, sidewalk, paving, illumination, drainage, and landscaping.	03	2026	0.25	S	Totals	3204000	ALL	P											DCE	Yes
09	10	Citywide pavement preservation Location: Varies From: TBD To: TBD Chip seal various local access and collector streets	47	2027	Varies	C	Totals	1320000	ALL	P											C/E	No
09	11	Angler Street Bridge Perry Street From: Aplets Way To: McGill Street Replace Angler Street Bridge	05	2028	0.16	C	Totals	1834640	ALL	P											C/E	No
Grand Totals for Cashmere							Totals								100	239	108				674	

RESOLUTION NO. 03-2018

A RESOLUTION AMENDING RATES AND CHARGES FOR THE CASHMERE PARKS AND CEMETERY IN THE CITY OF CASHMERE, WASHINGTON AND REPEALING CITY RESOLUTION 03-2017.

WHEREAS, at the regular meeting of May 14, 2018, the City Council determined it is in the best interest of the City to adjust rates for the City Cemetery, and

WHEREAS, it is in the best interest of the citizens of the city of Cashmere to sell memorial markers,

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

Section 1. The rates and charges established for the Cashmere Parks and Cemetery are as set forth on Exhibit "A" attached hereto and incorporated herein.

Section 2. City Resolution No. 03-2017 is hereby repealed.

Section 3. This Resolution shall be effective June 1, 2018.

Passed by the City Council of the City of Cashmere, Washington, and approved by the Mayor at an open public meeting on this 14th day of May, 2018.

CITY OF CASHMERE

By: _____
Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk/Treasurer

PARKS AND CEMETERY RATES AND CHARGES

Riverside Park Reservations

Riverside Park Picnic Area Reservation	20.00
Deposit	50.00

Water Park Fees

	Resident	Non-resident
General Admission (Children under 1 yr. old free)	4.00	4.00
Aerobics	4.00	4.00
Individual Season Pass	75.00	100.00
Family Season Pass	150.00	175.00
20 Punch Pass	65.00	65.00
Swimming Lessons	27.00	32.00
Private Lessons	20.00 per 1/2 hr	25.00 per 1/2 hr
Pool Rental per hour (incl. minimum 2 guards)	125.00	150.00
Each extra guard required (for guard to patron ratio)	17.50	17.50

Cemetery Lot Purchase (Includes \$200 Endowment Care)

Adult Lot	1100.00
Cremains Lot	900.00
Infant Lot	550.00

Cemetery Sexton Services

Adult Interment in empty lot (Includes open/close, poly vault & tax)	1182.40
If occupied (plus an additional endowment care fee)	1382.40
1 st Cremains in empty lot (Includes open/close, poly vault & tax)	360.25
2 nd /3 rd Cremains Interment (Includes endowment care, open/close, poly vault & tax)	660.25
When two cremains are inurned at once, 1 open/close will be charged at the 2 nd use rate, plus an additional endowment care fee	860.25
Infant Interment	225.00
Scattering Garden Interment	100.00
Disinterment – Regular	625.00
Disinterment – Cremains	225.00

Cemetery Niche Wall

Niche (any level) Includes \$200 Endowment Care	1000.00
Open/Close (1 st use)	125.00
Open/Close (2 nd use) Includes \$200 Endowment Care	325.00
Inscription	Cost plus 10%20%
Bronze Bud Vase/Installation/Tax	65.00plus tax121.56
Vase Installation	35.00

Overtime Charges

Saturday Overtime Fee (Must conclude by 11:00 a.m.) *In addition to Sexton Services	450.00*
Saturday Overtime Charge (Extending after 11:00 a.m.) *1 st hour or part thereof, 2 nd hour \$1000.00, 3 rd hour \$1500.00 (Overtime is charged at 1 minute after each hour using cell phone time)	500.00/1000.00/1500.00*
Weekday overtime charge (after 2:30 p.m.)	325.00

Markers

	Current Vendor Retail Price
Sale of Markers	
Marker Setting (No border pour)	150.00
Marker Setting needing border	250.00
VA Marker Setting (Including border/base pour)	250.00
Scattering Garden Marker Setting	50.00
Concrete Border or Base (Including tax)	108.20
Lift and Replace Marker for Repair	100.00

Miscellaneous Cemetery Fees

Flower Vase/Installation/Tax	37.05
Vase Block Setting Fee	50.00
Ownership Transfer Fee	25.00

RESOLUTION NO. 04-2018

A RESOLUTION AMENDING RESOLUTION 02-2016 ADOPTING GENERAL UTILITY AND BILLING POLICIES IN THE CITY OF CASHMERE, WASHINGTON

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

Section 1. The General Utility and Billing policies adopted in Resolution 02-2016 are hereby amended as set forth on Exhibit "A" attached hereto and incorporated herein.

Section 2. This Resolution shall be effective immediately upon adoption.

Passed by the City Council of the City of Cashmere, Washington, and approved by the Mayor at an open public meeting on this 14th day of May, 2018.

CITY OF CASHMERE

By: _____
Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk/Treasurer

GENERAL UTILITY AND BILLING POLICIES

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 properties with only one water meter shall be billed to the property owner
- Multi-tenant commercial properties with wastewater only shall be billed to the property owner

OWNER OF RENTAL PROPERTIES RESPONSIBILITIES

The owner of ~~rental property~~: (a) single meter/single tenant commercial property; (b) single meter/single family residential property; or (c) two meter duplex property may sign a Landlord/Tenant Agreement with the city authorizing the tenant to contract for utility services. As stated in the agreement the property owner is ultimately responsible for payment of any utility service provided to the property, including any late fees and penalties. —When the property owner enters into a Landlord/Tenant Agreement they acknowledge responsibility for timely payment of unpaid utility bills after a tenant has defaulted. Refusal to sign the Landlord Tenant Agreement shall result in the utility services remaining in the owner/landlord name.

When the owner/landlord is not in compliance with the terms of the Landlord/Tenant Agreement, the City reserves the right to terminate the agreement and transfer all balances to the owner's account. Once an agreement has been terminated the city may decline future Landlord/Tenant Agreements with that owner.

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.

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 last business day of the month in which the bills are issued, and become delinquent immediately after 5:00 at which time a delinquency penalty will be assessed. 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 "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.

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

TERMINATION NOTICE FOR DELINQUENT UTILITY ACCOUNT (CMC 13.01.120)

If a utility bill is not paid by 5:00 p.m. on the last business day of the month, there will be a termination notice prepared, allowing at least 7 days before service interruption, which will be sent by mail to the customer. The notice will state the amount past due, 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.

INTERRUPTION OF SERVICE FOR NON-PAYMENT (CMC 13.01.120)

When utility payment has not been received by the deadline on the Termination Notice, City personnel will place a Final Notice on the premises stating the payment must be received by 10:00 a.m. the next business day.

If payment has not been received by the deadline on the Final Notice, City personnel will shut off utility service, place a Shut Off Notice on the premises, and a service fee will be assessed.

The service fee is owed as of 10:00 a.m. the day of the scheduled utility service shut off regardless of whether the service has been shut off.

The 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 ITEMS

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

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

APPEALS OF HIGH USAGE WATER BILLS DUE TO LEAKS (CMC 13.01.300)

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 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 6:30 a.m. to 3:00 p.m. There will be an additional charge, which shall include the account service charge, for connection of service or other overtime calls that require public works personnel attention after 2:30 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 65 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 65 or older
2. Total household income of less than 40% of the state median income for the size of the family. RCW 74.38.020 (6)
3. Ownership and/or occupancy of property being served utilities within the City's service area.
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~~46.19.010 (1) (a) through (f) 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 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.

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.

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.

ORDINANCE NO. 1267

**AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON,
AMENDING SUBSECTION A OF SECTION 13.01.120 OF THE
CASHMERE MUNICIPAL CODE AMENDING BILLING PROCEDURES
FOR UTILITY ACCOUNTS AND SETTING AN EFFECTIVE DATE.**

WHEREAS, the City staff have studied the billing procedures provision in Subsection 13.01.120(A) of the Cashmere Municipal Code and determined that amendments to this Subsection are necessary to clarify responsibility for utility payments in all situations including landlord/tenant situations and City staff recommend passage of this Ordinance to clarify those procedures and responsibilities; and

WHEREAS, the Mayor and City Council have reviewed the recommendation of staff set forth in this Ordinance and concur that passage of this Ordinance is in the best interest of the public health, safety, and welfare of the citizens of the City; NOW, THEREFORE,

**THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON DO
ORDAIN AS FOLLOWS:**

Section 1. Subsection A of Section 13.01.120 of the Cashmere Municipal Code is hereby amended to read as follows:

13.01.120 Billing procedures – Termination of service for delinquent accounts.

A. Water/sewer utility service shall be billed on a monthly basis. The payment of water/sewer service shall be the responsibility of the owner of the property for which water/sewer service has been requested. The owner of the property shall be considered a customer and in all situations shall remain fully responsible for payment of all water and sewer service billings. The city council may by council resolution authorize tenants in certain situations to be treated as the customer. In those situations references herein to a customer or to customers shall be considered as references to the owner and to the tenant. Payment for city utilities shall be made on or before the city's last business day of the month the bills are issued or mailed. It shall be the responsibility of the owner to notify the city in writing of any address changes. An additional delinquency fee, as set by

resolution of the city council, shall be added to delinquent accounts for administrating delinquent notices as set forth in and required by this section.

Section 2. This Ordinance shall take effect and be in full force five (5) days after this Ordinance or a summary thereof consisting of the title is published.

APPROVED:

MAYOR JEFF GOMES

ATTEST/AUTHENTICATED:

KAY JONES, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

BY: _____
CHARLES D. ZIMMERMAN

FILED WITH THE CITY CLERK	:	<u>5/10/18</u>
PASSED BY THE CITY COUNCIL	:	_____
PUBLISHED	:	_____
EFFECTIVE DATE	:	_____
ORDINANCE NO.	:	<u>1267</u>

ORDINANCE NO. 1268

**AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON,
AMENDING ORDINANCE NO. 1257 ADOPTING THE 2018 BUDGET, AND
SETTING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Cashmere finds that it is necessary and in the best interest of the City to amend certain fund appropriations authorized by the 2018 budget, to provide for additional revenues and expenditures not identified at the time of adoption of the original budget;

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

Section 1. Amendment of Total Fund Appropriations. The 2018 total fund appropriations, Exhibit "A" to Ordinance No. 1257, is hereby amended as set forth in Exhibit "A" attached to this Ordinance.

Section 2. Amendment of Salary Schedule. The 2018 Salary Schedule, Exhibit "B" to Ordinance No. 1257, is hereby amended as set forth in Exhibit "B" attached to this Ordinance.

Section 3. Budget Amendment. The 2018 City of Cashmere Budget is amended as set forth in Exhibit "C" to this Ordinance.

Section 4. Except as amended by this Ordinance, Ordinance No. 1257 of the City of Cashmere and the 2018 budget of the City shall remain in full force and effect.

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

APPROVED:

JEFF GOMES, MAYOR

ATTEST/AUTHENTICATED:

KAY JONES, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

BY: _____
CHARLES D. ZIMMERMAN

PASSED BY THE CITY COUNCIL	:	May 14, 2018
PUBLISHED	:	May 23, 2018
EFFECTIVE DATE	:	May 28, 2018
ORDINANCE NO.	:	1268

EXHIBIT A
Ordinance No. 1268

**Total Estimated Revenues and Appropriations by Fund
2018 Budget**

Fund Name	Beginning Balance	Estimated Revenues	Budgeted Appropriations	Ending Balance
001 General Government Fund	1,298,950	1,066,662	1,142,639	1,222,973
003 Public Works Fund	1,216,389	1,270,331	1,401,857	1,084,863
108 Lodging Tax Fund	0	5,000	5,000	0
302 Capital Improvement Fund	1,526,503	802,843	536,168	1,793,178
401 Water/Wastewater Fund	1,185,987	3,426,222	3,710,845	901,364
411 Water Capital Fund	959,073	410,100	277,000	1,092,173
412 Wastewater Capital Fund	1,741,920	429,732	46,000	2,125,652
426 Jr. Lien Pretrt Bond, 2011	1,167,566	545,550	539,063	1,174,053
427 Revenue Bond 2013 #R1	151,302	434,170	394,700	190,772
428 Revenue Bond 2013 #R2	87,055	249,810	227,100	109,765
501 Equipment Rental Fund	1,028,949	265,692	313,327	981,314
702 Cemetery Endowment Fund	235,131	9,500	0	244,631
TOTAL ALL FUNDS	10,598,825	8,915,612	8,593,699	10,920,738
		19,514,437	19,514,437	

EXHIBIT B
Ordinance No. 1268

CITY OF CASHMERE
2018 SALARY SCHEDULE

POSITION	Hourly Wage Step Levels	Monthly Salary	Annual Salary
Executive & Legislative			
Mayor		1,500.00	
Councilmembers		100.00	
Exempt			
City Clerk-Treasurer		6,333.07	
Director of Planning/Building		6,333.07	
Office/Admin			
Office Staff	15.50 - 21.39		
Public Works Department			
Public Works Maint. 1	13.52 - 19.38		
Public Works Maint. 2 (inc. pesticide)	15.75 - 21.71		
Public Works Maint. 3 (inc. arborist)	17.31 - 23.88		
Public Works Foreman	25.49		
Water/Wastewater Department			
Water/Wastewater in Training (no cert.)	14.09 - 19.60		
Water DM 1 / Wastewater 1	15.33 - 21.83		
Water DM 2 / Wastewater 2	17.89 - 24.99		
Wastewater Treatment Plant OP 3	19.60 - 27.39		
Water/Wastewater Foreman	29.13		
City Pool			
Pool Manager	14.75 - 16.00		
30 (+/-) Pool Employees	9.78 - 12.50		
Seasonal/Temporary Employees	12.00		
Fire Department			
Fire Chief		515.00	
Assistant Chief			2,400.00
2 Deputy Chiefs			1,081.50
3 Captains			500.00
2 Lieutenants			400.00
Fire Department Stipend - \$10.00 per call - city calls only (CMC 2.56.070)			
EMT Nightshift Stipend - \$5.00 per night - max 2 people per night (CMC 2.56.070)			

- Above wages do not include longevity
- Above hourly/base wages may be increased during the year due to step and/or longevity increases according to the Collective Bargaining Agreement.
- Pool Employee wages are determined by the number of years of service for the City and certifications.

EXHIBIT C
Ordinance No. 1268

FUND NAME	CURRENT BUDGET	AMENDED BUDGET	DIFFERENCE +/-
001 GENERAL GOVERNMENT FUND			
Revenues			
Beginning Fund Balance	1,126,696	1,298,950	172,254
Expenditures			
Ending Fund Balance	1,058,494	1,222,973	164,479
Mayor's Salary	7,200	14,400	7,200
Mayor's Benefits	575	1,150	575
			172,254
003 PUBLIC WORKS FUND			
Revenues			
Beginning Fund Balance	1,040,386	1,216,389	176,003
Markers	1,000	18,000	17,000
			193,003
Expenditures			
Ending Fund Balance	922,792	1,084,863	162,071
Street Overlay for 2018	90,000	117,080	27,080
Markers	5,148	9,000	3,852
			193,003
302 CAPITAL IMPROVEMENT FUND			
Revenues			
Beginning Fund Balance	1,504,324	1,526,503	22,179
RiverCom 911 Communication Tax Funds	0	12,500	12,500
TIB Grant - LED Streetlight Conversion	0	328,053	328,053
			362,732
Expenditures			
Ending Fund Balance	1,831,499	1,793,178	-38,321
Fire Dept. Radios and Equipment	0	12,500	12,500
LED Streetlight Conversion	0	328,053	328,053
Storm Sewer Liner	0	60,500	60,500
			362,732
401 WATER/WASTEWATER FUND			
Revenues			
Beginning Fund Balance	860,928	1,185,987	325,059
Expenditures			
Ending Fund Balance	576,305	901,364	325,059

411 WA CAPITAL FUND**Revenues**

Beginning Fund Balance	974,014	959,073	-14,941
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Expenditures

Ending Fund Balance	1,117,114	1,092,173	-24,941
Meters and Boxes	0	10,000	10,000
			<u>-14,941</u>

412 WW CAPITAL FUND**Revenues**

Beginning Fund Balance	1,741,706	1,741,920	214
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Expenditures

Ending Fund Balance	2,125,438	2,125,652	214
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426 JR LIEN PRETRT BOND, 2011**Revenues**

Beginning Fund Balance	1,167,453	1,167,566	113
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Expenditures

Ending Fund Balance	1,173,940	1,174,053	113
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427 REVENUE BOND 2013 #R1**Revenues**

Beginning Fund Balance	151,302	151,302	0
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Expenditures

Ending Fund Balance	190,772	190,772	0
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428 REVENUE BOND 2013 #R2**Revenues**

Beginning Fund Balance	118,550	87,055	-31,495
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Expenditures

Ending Fund Balance	141,260	109,765	-31,495
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501 EQUIPMENT RENTAL FUND**Revenues**

Beginning Fund Balance	1,021,456	1,028,949	7,493
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Expenditures

Ending Fund Balance	1,050,081	981,314	-68,767
2002 Peterbilt 330 Dump Truck	0	76,260	76,260
			<u>7,493</u>

702 CEMETERY ENDOWMENT FUND**Revenues**

Beginning Fund Balance	238,331	235,131	-3,200
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Expenditures

Ending Fund Balance	247,831	244,631	-3,200
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Staff Summary

Date: May 14, 2018

To: Cashmere City Council
Mayor Gomes

From: Mark Botello

RE: Approval of Zacher Subdivision P2015-004

Please see attached Zacher Subdivision P2015-004. The project received preliminary approval pursuant to Cashmere Municipal Code (CMC) 14.09.050 *Quasi-judicial review of applications*. Cashmere's Hearing Examiner held an open public hearing on September 28, 2015 at 8:30am at Cashmere City Hall and granted preliminary approval with conditions. All conditions of approval have been completed.

Recommendation:

Staff recommends approval of the Zacker Subdivision P2015-004 and authorize Mayor Gomes to sign final mylar.

ZACHER SUBDIVISION P 2015-004

BEING A SUBDIVISION OF BLOCK 1, GRAND VIEW ADDITION TO CASHMERE, LOCATED IN THE NW 1/4 OF THE SE 1/4 OF SECTION 4, TOWNSHIP 23 NORTH, RANGE 19 EAST, WILLAMETTE MERIDIAN, CITY OF CASHMERE, CHELAN COUNTY, WASHINGTON.

PLAT INFORMATION

ZONING: SINGLE FAMILY (SF)
 MAXIMUM DENSITY: 1 DWELLING UNIT/700 SQUARE FEET
 NUMBER OF LOTS: 6 RESIDENTIAL
 ROADS: RIGHT OF WAY DEDICATED TO THE CITY OF CASHMERE
 ACCESS: ALICE STREET, KENNEDY ROAD
 CITY OF CASHMERE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, TYREL L. ZACHER, M. AMBER N. ZACHER, THE OWNERS OF THE REAL PROPERTY DESCRIBED HEREIN, DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, WATER COURSES, EASEMENTS, AND RIGHTS SHOWN ON THE PLAT AND THE USE THEREOF FOR ANY AND ALL PUBLIC PURPOSES, NOT INCONSISTENT WITH THE NORMAL USE AS SHOWN ON THE PLAT. THESE OWNERS HEREBY WARRANT THAT THE PLAT IS CORRECT AND ACCURATE AND THAT ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY ARISING FROM THE USE OR NON-USE OF THE PUBLIC FACILITIES AND PUBLIC PROPERTY WITHIN THE PLAT.

TYREL L. ZACHER _____ DATE _____
 AMBER N. ZACHER _____ DATE _____

ACKNOWLEDGMENT

STATE OF WASHINGTON)
 COUNTY OF CHELAN)
 THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2018, BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DUY COMMISSIONED AND SWORN, PERSONALLY APPEARED TYREL L. ZACHER, M. AMBER N. ZACHER, THE OWNERS OF THE REAL PROPERTY DESCRIBED HEREIN, AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES HEREIN MENTIONED.
 WITNESSE MY HAND AND OFFICIAL SEAL, THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
 RESIDING AT _____
 MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT (CORPORATE)

STATE OF WASHINGTON)
 COUNTY OF CHELAN)
 THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2018, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____

TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND I HAVE EXAMINED THE INSTRUMENT AND THE IDENTIFICATION TO ME THAT HE/SHE SIGNED THE SAME AS HIS/HER FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN MENTIONED. WITNESSE MY HAND AND SEAL, THE DAY AND YEAR LAST ABOVE.

NOTARY PUBLIC IN AND FOR THE STATE OF _____
 RESIDING AT _____
 MY COMMISSION EXPIRES: _____

BOUNDARY DESCRIPTION (STATUTORY WARRANTY) (SEE A.F.N. 2393529)

BLOCK 1, GRAND VIEW ADDITION TO CASHMERE AS RECORDED IN VOLUME 1 OF PLATS AT PAGE 58 THEREOF, RECORDS OF THE AUDITOR OF CHELAN COUNTY, WASHINGTON AND THE CITY OF CASHMERE, WASHINGTON, BEING THE SAME AS SHOWN ON THE PLAT OF THIS TOWNSHIP 23 NORTH, RANGE 19 EAST, WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON.

APPROVALS:

EXAMINED AND APPROVED BY THE MAYOR OF THE CITY OF CASHMERE, THIS _____ DAY OF _____, 2018.
 MAYOR, CITY OF CASHMERE
 EXAMINED AND APPROVED BY THE CITY CLERK/TREASURER OF THE CITY OF CASHMERE, THIS _____ DAY OF _____, 2018.
 CITY CLERK/TREASURER, CITY OF CASHMERE

EXAMINED AND APPROVED BY THE CITY OF CASHMERE PLANNING DEPARTMENT DIRECTOR, THIS _____ DAY OF _____, 2018.
 PLANNING DEPARTMENT DIRECTOR, CITY OF CASHMERE

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES AND ASSESSMENTS WHICH HAVE BEEN LEVIED AN PRECEDING YEARS HAVE BEEN DULY PAID, SATISFIED AND DISCHARGED IN THE AMOUNT OF _____ AND HAVE BEEN POSTED WITH THE CHELAN COUNTY TREASURER THIS _____ DAY OF _____, 2018.
 CHELAN COUNTY TREASURER _____ DATE _____

NOTES:

1. ALL CONDITIONS OF APPROVAL AS STIPULATED IN 2015-004A DECISION ARE IN FULL FORCE AND EFFECT.
2. IF ANY WATERS, AMERICAN GRAVE SITE OR ARCHIVED DIGITAL RESOURCES ARE DISCOVERED OR EXCAVATED, THE OWNER/DEVELOPER/CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY THE CITY OF CASHMERE AND THE WASHINGTON STATE DEPARTMENT OF ARCHAEOLGY AND HISTORIC PRESERVATION ON IN SITU SHOWN WITH ROW 27 23 80.
3. NOXIOUS WEED CONTROL IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS.
4. SETBACKS SHALL BE DETERMINED PURSUANT TO ALL APPLICABLE LOCAL, STATE AND/OR COUNTY REGULATION PERMITS ARE OBTAINED PRIOR TO CONSTRUCTION OF THIS PLAT.
5. EROSION CONTROL MEASURES MUST BE IN PLACE PRIOR TO ANY CLEARING, GRADING, OR CONSTRUCTION. THESE CONTROL MEASURES MUST BE EFFECTIVE TO PREVENT SOIL FROM BEING CARRIED INTO SURFACE WATER BY STORM WATER CONSIDERED POLLUTANTS.
6. GOVERNMENT CONDITIONS AND RESTRICTIONS AS RECORDED UNDER AUDITORS PLAT NUMBER _____

REFERENCES:

- Record of Survey on file in Book 42 of Surveys, pages 3-4 thereof, A.F.N. 2059244, Records of the Auditor of Chelan County, WA.
- Record of Survey on file in Book 52 of Surveys, page 7 thereof, A.F.N. 2289289, Records of the Auditor of Chelan County, WA.
- Record of Survey on file in Book 60 of Surveys, page 24 thereof, A.F.N. 2393399, Records of the Auditor of Chelan County, WA.
- Plat of Nub Hill on file in Book 1 of Plats at page 52 thereof, Records of the Auditor of Chelan County, WA.
- Plat of Carpio Hill on file in Book 1 of Plats at page 64 thereof, Records of the Auditor of Chelan County, WA.
- Plat of Grand View Addition on file in Book 1 of Plats at page 95 thereof, Records of the Auditor of Chelan County, WA.
- Plat of Sunset Orchard Homes on file in Book 2 of Plats at page 21 thereof, Records of the Auditor of Chelan County, WA.
- Plat of Alderman Subdivision on file in Book 21 of Plats at page 70 thereof, Records of the Auditor of Chelan County, WA.
- Baswell Subdivision Short Plat on file in Book 6 of Short Plats at page 50 thereof, Records of the Auditor of Chelan County, WA.
- City of Cashmere Short Plat No. SP2015-02CA on file in Book 25 of Short Plats at page 110 thereof, A.F.N. 2428019, Records of the Auditor of Chelan County, WA.

AUDITORS INDEX SKETCH

NW	NE	NW	NE
NW	NW	NE	NE
SW	SE	SW	SE
NW	NW	NE	NE
SW	SW	SW	SE
NW	NE	NE	NE
SW	SW	SW	SE
SW	SE	SE	SE
SW	SW	SE	SE

SECTION 4, T33N, R19E, W1M, CHELAN COUNTY, WA

AUDITOR'S CERTIFICATE A.F.N. _____
 FILED FOR RECORD THIS _____ DAY OF _____, 2018.
 AT _____ M. IN BOOK _____ OF PLATS AT PAGES _____
 AT THE REQUEST OF AMBER ZACHER _____
 DEPUTY _____ CHELAN COUNTY AUDITOR

SURVEYOR'S CERTIFICATE
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF AMBER ZACHER IN SEPTEMBER OF 2015.
 ERIK B. GAHRINGER, PLS
 CERTIFICATE NO. 37543



NORTH

DATE: April 27, 2018
 PROJECT: 15-053

Professional Land Surveying & Land Use Consulting

P.O. Box 4266 Wenatchee, WA 98807-4266
 509.436.1640 www.48dnorth.com

DRAWING: 15-053 Zacher PlatR1.dwg
 DRAWN BY: DCW/EBG

ZACHER SUBDIVISION P 2015-004

BEING A SUBDIVISION OF BLOCK 1, GRAND VIEW ADDITION TO CASHMERE, LOCATED IN THE NW 1/4 OF THE SE 1/4 OF SECTION 4, TOWNSHIP 23 NORTH, RANGE 19 EAST, WILLAMETTE MERIDIAN, CITY OF CASHMERE, CHELAN COUNTY, WASHINGTON.

LEGEND/ABBREVIATIONS:

- Indicates found 5/8" rebar with plastic cap stamped "BILLY STROUD LS 239283" unless otherwise noted. Monuments visited June 12 and September 21, 2015.
- Indicates set 5/8" rebar with 2" aluminum cap stamped "P.L.S. 37543" - or as approved to be set at a later date.
- Completed point.

() Indicates record data per Record of Survey on file in Book 60 of in a concrete cylinder with a steel rebar. Accepted as the Center Quarter Corner of Section 4, Township 23 North, Range 19 East, W.M.

* Denotes easements granted by this plat.

AFN Auditor's File Number
A.P.N., Assessor's Parcel Number
SF Square Feet

EASEMENTS:

- Item # per Schedule B of Chicago Title Insurance Commitment No. 994004.
- An easement for Electric Transmission and Distribution Line in favor of Puget Sound Power and Light Company recorded Sept. 20, 1925 as AFN 147047.
- An easement for Electric Transmission and Distribution Line in favor of Puget Sound Power and Light Company recorded Nov. 21, 1934 as AFN 249791.
- An easement for an Overhead Electric System in favor of Public Utility District No. 1 of Chelan County recorded March 12, 1993 as AFN 993150006. Records of the Auditor of Chelan County, WA. - TO BE EXTINGUISHED PRIOR TO SALE OF BURENED LOT.
- An easement for installation, maintenance, repair, replacement and operation of an irrigation pipeline in favor of Melinda K. Britt recorded Feb. 1, 2013 as AFN 23190455055.
- An easement for ingress and egress in favor of Melinda K. Britt recorded Feb. 1, 2013 as AFN 2376181. Records of the Auditor of Chelan County, WA.

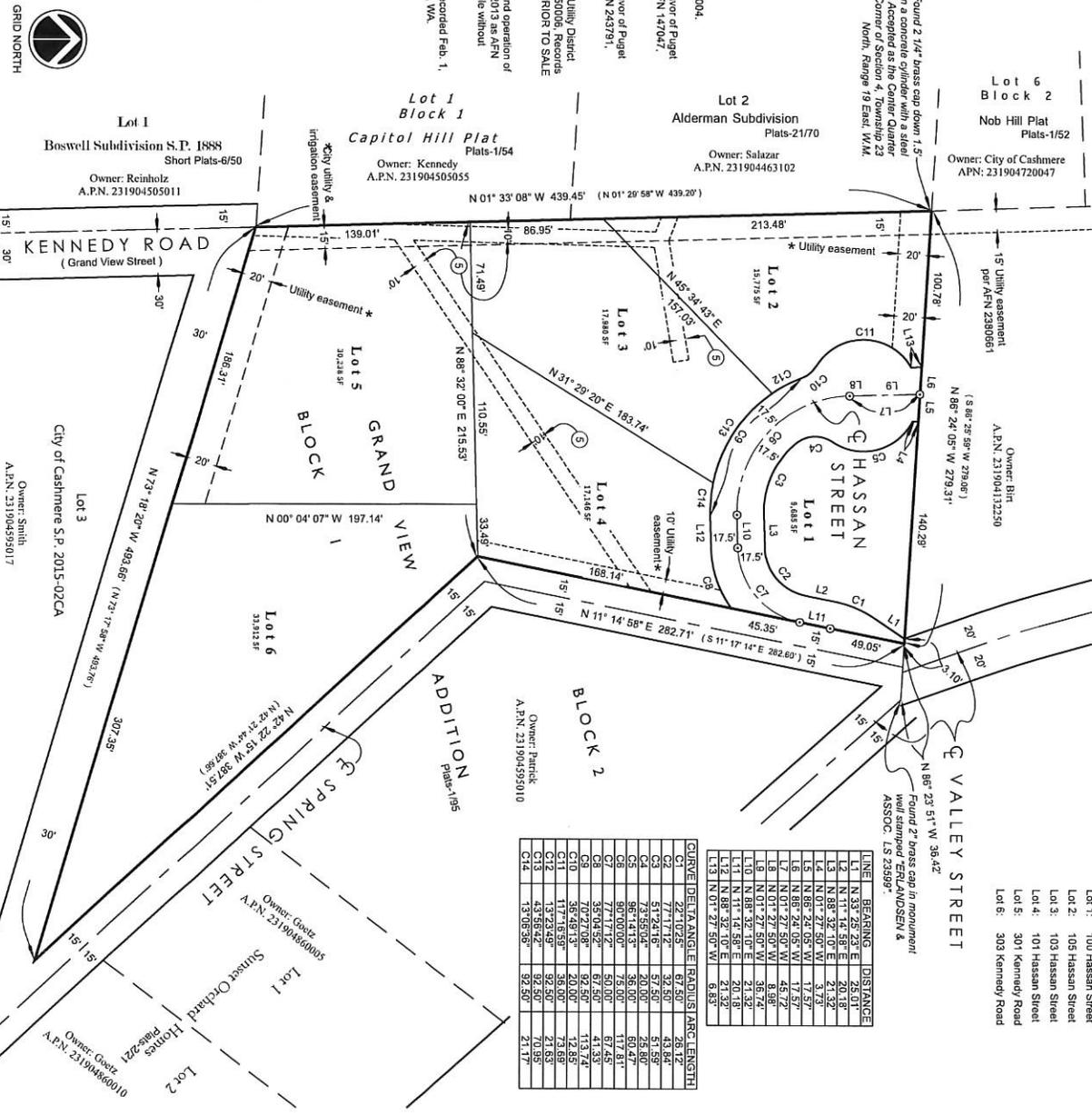
MAP PROJECTION/BASIS OF BEARINGS:

Units: U.S. Survey Feet
Horizontal Datum: NAD 83 (2011) epoch 2010
Vertical Datum: NAVD 88
Geoid: Geoid 12a (Conus)
Projection: Washington State Coordinate System, North Zone
Mata Data at the 2" brass cap in a monument well at the Center Quarter Corner of Section 4, Township 23 North, Range 19 East, W.M.
Latitude: N 47°31'00.4643"
Longitude: W 120°27'56.9881"
Elevation Height: 830.23'
Convergence Angle: 0°16'29"

Bearings, distances and areas are based on the Washington State Coordinate System, North Zone, derived from OPUS results from the National Geodetic Survey. Project Combined Scale Factor is 0.9999573077. Distances and areas shown herein are grid values. Multiply distances and areas by 1.00004269241 (reciprocal of the Project Combined Scale Factor) to obtain ground values.

EQUIPMENT & PROCEDURES:

Equipment: Trimble S6 Robotic Total Station
Procedure: Control established by static GNSS observations with subsequent least-squares adjustment of GNSS network. Procedures exceed W.A.C. 352-130-090



LOT STREET ADDRESSES:

Lot 1:	100 Hassen Street
Lot 2:	103 Hassen Street
Lot 3:	103 Hassen Street
Lot 4:	101 Hassen Street
Lot 5:	301 Kennedy Road
Lot 6:	303 Kennedy Road

CURVE DATA

LINE	BEARING	DISTANCE
L1	N 33° 25' 23" E	28.01'
L2	N 88° 32' 10" E	20.13'
L3	N 88° 32' 10" E	20.13'
L4	N 01° 27' 50" W	3.73'
L5	N 88° 24' 05" W	17.57'
L6	N 88° 24' 05" W	17.57'
L7	N 01° 27' 50" W	45.72'
L8	N 01° 27' 50" W	45.72'
L9	N 01° 27' 50" W	36.74'
L10	N 88° 32' 10" E	21.32'
L11	N 11° 14' 58" E	20.18'
L12	N 88° 32' 10" E	21.32'
L13	N 01° 27' 50" W	6.83'

CURVE DELTA ANGLE RADIUS ARC LENGTH

LINE	DELTA ANGLE	RADIUS	ARC LENGTH
C1	22° 02' 55"	67.50'	26.12'
C2	47° 11' 12"	32.50'	43.88'
C3	73° 55' 04"	20.00'	25.86'
C4	96° 14' 13"	36.00'	60.47'
C5	96° 14' 13"	75.00'	117.81'
C6	77° 17' 12"	50.00'	67.45'
C7	26° 24' 06"	92.50'	11.35'
C8	36° 48' 13"	20.00'	12.55'
C9	117° 16' 59"	36.00'	73.69'
C10	133° 23' 42"	92.50'	21.63'
C11	43° 58' 42"	92.50'	21.63'
C12	133° 23' 42"	92.50'	21.63'
C13	133° 08' 58"	92.50'	21.17'



Professional Land Surveying & Land Use Consulting
P.O. Box 4266 Wenatchee, WA 98807-4266
509.436.1640 www.48north.com

DATE:	April 27, 2018	DRAWING:	15-053 Zacher PlatR1.dwg
PROJECT:	15-053	DRAWN BY:	DCW/EBG

Staff Summary

Date: May 14, 2018

To: Cashmere City Council
Mayor Gomes

From: Mark Botello

RE: Agreement with A & W Paving for chip seal patch work

Please see attached Agreement and Scope of Work for chip seal patch work for various locations around town. Staff is utilizing the "Sole Source" provision pursuant to RCW 39.04.280(1)(a) for the chip seal patch work. This project utilizes a combination of asphalt tar and gravel to patch and repair potholes and seal cracks on City streets. This work is done with a hand-held wand that sprays asphalt tar and gravel is applied with shovels. A & W Paving is the only contractor that provides this unique service. This is a similar process approved by Council in 2017.

Staff made contact with other paving companies and they are unable to provide this service, because of the wand tar applicator tool.

This is a budget item and this project is within budget.

Staff will go over this at the Monday Council meeting.

Recommendation:

Staff recommends Section of A & W Paving Inc, and authorize Mayor Gomes to sign contract documents.

CITY OF CASHMERE

Small Works Construction Contract

Project: 2018 Chip Seal Patch Work

THIS CONTRACT is entered into by and between the City of Cashmere, Washington (hereinafter the "City") and A & W Paving, Inc., (hereinafter the "Contractor"), 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 Contractor agree as follows:

I. WSDOT STANDARD SPECIFICATIONS

- A. Except as may be otherwise specifically provided in this Contract, the definitions of terms used in this Contract and the other provisions set forth in the Washing State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2016 Edition (hereinafter "2016 WSDOT Standard Specifications"), shall apply to the standard of construction of the Project Work by the Contractor and shall apply with respect to all other matters not otherwise specifically identified in this Contract.
- B. The City is the Contracting Agency.

II. PROJECT WORK, PAYMENT, GUARANTEE

- A. The Contractor shall perform all Work and furnish all tools, materials and equipment for the construction for the Project in accordance with and as described in the City Request for bid and the Contractor Proposal and all other plans and specifications on file with the City for the bid amount. The aforementioned documents are by this reference incorporated herein and made a part of this Contract. The bid amount is inclusive of all applicable taxes, including Washington State Sales taxes and is: \$ 9,954.40.
- B. The City shall pay the Contractor for performance of the Project Work according to the City Request for bid and the Contractor Proposal on file with the City.
- C. The Project Work shall start within 30 calendar days after execution of this Contract and the issuance of a notice to proceed by the City. The Project Work shall be completed within 30 calendar/working days from the date of issuance of the notice to proceed by the City.

- D. If the Project Work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages in the sum specified in Section 1.08.9 of the 2016 WSDOT Standard Specifications for each and every working day that Project Work remains uncompleted.
- E. The Contractor shall provide and pay for all equipment and labor required to construct and complete the Project Work. The Contractor shall guarantee the completed Project Work and all components thereof for a period of one year following the Completion Date of the Project Work , except as may be otherwise specifically modified by the City in the City Request for bids, the plans, specification, or other Project Work documents.
- F. Contractor shall be responsible for all temporary functions associated with the Project Work, including but not limited to, lighting, wiring protection, hoisting, scaffolding, rigging, flaggers, drinking water, dust control, storage, ventilation, and heating.

III. PREVAILING WAGE REQUIREMENT

The contractor shall pay prevailing wages for all Project Work and shall comply with Chapters 39.12 and 49.28 RCW. Notice of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of workers. At the completion of the Project the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification. Final payment on the Contract shall be withheld until the City receives certification from the Department of Labor and Industries that prevailing wage requirement have been satisfied.

IV. CONTRACT BOND

The Contractor shall provide a Contract Bond, in a form acceptable to the City, for the faithful performance and payment of all its obligation under this Contract. The Contract Bond shall remain in effect for the repair and replacement of defective equipment, materials, and workmanship and payment of damages sustained by the City on account of any such defects, discovered within one (1) year after the Completion Date.

V. PERMITS AND TAXES

Contractor shall secure and pay for all permits, fees and licenses necessary for the performance of the Project Work. Contractor shall pay any and all applicable federal, state and municipal taxes, including sales taxes associated with performance of the Project Work.

VI. INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, engineers, agents, and volunteers from and against all demands, claims, losses, injuries, damages, liabilities, 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 Contractor's Work under this Contract, except to the extent such injuries or damages are caused by the negligence of the City.

VII. INSURANCE

- A. The Contractor shall procure and maintain for the duration of the Project Work, 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 performance of the Project Work by the Contractor, its agents, representatives, employees, or subcontractors.
- B. Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Contractor shall maintain insurance of the types described below:
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 - 2. Commercial General Liability insurance shall be 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, an 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 fort liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor'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.
- D. Contractor shall maintain the following minimum insurance limit:
 - 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. 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.

E. Insurance shall be placed with insurers acceptable to the City.

VIII. GENERAL PROVISIONS

- A. Venue for any legal action arising out of the existence of this Contract shall be in Chelan County Superior Court. Except as specifically provided otherwise herein, in any legal action commenced by either party to this Contract, each party shall pay its own attorney's fees and costs, regardless of the outcome.
- B. This Contract 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 Contract may be amended only by an agreement in writing signed by both parties.
- C. The effective date of this Contract shall be the date the Contract is approved and signed by the City Mayor.
- D. This Contract 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 Contract, binding on the parties.

APPROVED the _____ day of
May, 2018 by the City
of Cashmere, Washington.

(Jeff Gomes, Mayor)

Address:

City of Cashmere
101 Woodring Street
Cashmere, WA 98815
(509) 782-3513

APPROVED the 3rd day of
May, 2018 by the contractor.

Don Sites

(Signature)

Don Sites, President
(print Name and Title)
ADW Paving
Contractor, Address and Phone Number:
P.O. Box 305
Cashmere, WA 98815
509-668-0624

Proposal

A & W PAVING, INC.
PO Box 305
Cashmere, Washington 98815
(509) 782-4383

PROPOSAL SUBMITTED TO City of Cashmere		PHONE 509-782-3513	DATE 5/03/2018
STREET		JOB CONTACT Mark Botello	
CITY, STATE, ZIP Cashmere, WA 98815		JOB LOCATION	
ARCHITECT	DATE OF PLANS	E-MAIL Mark@cityofcashmere.org	JOB PHONE

This estimate is to provide all the labor and materials necessary to complete the following:

- | | | | |
|-------------------|-------------|------------|-----------------------|
| 1. Sunset Hwy | As painted. | City Flag. | |
| 2. Tigner ruts | As painted. | City Flag. | |
| 3. Phillips Road | As painted. | City Flag. | |
| 4. Cottage Avenue | As painted. | City Flag. | \$9,200 plus w.s.s.t. |

THIS IS A PREVAILING WAGE PROJECT

If you have any questions, or need further explanation, please give Don Sites a call at 509.668.0624. Thank you for the opportunity to bid.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature: Don Sites

ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature_____

Date of Acceptance:_____

Signature_____

April 30, 2018

Mayor Jeff Gomes
Cashmere City Council

Re: Resignation Letter

Dear Mayor Jeff Gomes,
Cashmere City Council,

Please accept this letter as notice of my resignation from my position as Director of Planning & Building for the City of Cashmere. My last day of employment will be Thursday, May 31, 2018, and I shall give my full commitment to the position.

It has been a genuine pleasure working with you, Cashmere Council, and the various City Committees and Commissioners, Staff and Citizens of the Cashmere Community over the last twelve years.

I feel that I have learned a lot over the past twelve years, and I also feel I've accomplished a lot during this time for the greater benefit of the Cashmere Community. My decision to leave was not an easy one. After much thought, I decided it was necessary for me.

I fully intend to help with the transition of my planning, building and administration of capital project duties so that the City will continue to function smoothly after my departure.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Botello". The signature is written in a cursive style with a large initial "M".

Mark Botello