



City of Cashmere

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CASHMERE CITY COUNCIL MEETING MONDAY, MAY 8, 2017 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

- Financial Report for April is on the website

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of April 24, 2017 Regular Council Meeting
2. Payroll and Claims Packet Dated May 8, 2017

BUSINESS ITEMS

1. Resolution No. 03-2017 Amending Pool and Cemetery Rates
2. Resolution No. 04-2017 Swimming Pool Operations and repealing previous resolutions
3. Resolution No. 05-2017 Amending Cashmere Cemetery Rules and Regulations
4. Ordinance No. 1258 Amending sections 5.10.010 and 5.10.020 regarding Utility B&O Tax
5. Agreement with A&W Paving for chip seal patchwork project
6. Professional Service Agreement with RH2 Engineering to Update the Water Comp Plan
7. Contract Agreement with FCS Group to provide the Financial Analysis for the Water Comp Plan

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 24, 2017 AT CASHMERE CITY HALL

OPENING

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

ATTENDANCE

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

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Mayor Gomes announced that Senator Hawkins called to inform him that the \$2 million dollars for the Goodwin Bridge project has been included in the transportation budget, which is on the way to the governor.

PUBLIC COMMENT PERIOD

Jac Cates with the Freedom Foundation requested support from council for transparency in labor negotiations and allow union members and the media to observe during negotiations. The Foundation wants unions to pay more attention to the membership instead of politics.

Several people from the surrounding area voiced their concerns regarding the Vine Street Planned Unit Development Subdivision. Their concerns included additional traffic, no sidewalks, children's safety, parking issues on Vine Street, increased use of alley, and building in a flood zone.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of April 10, 2017 Regular Council Meeting
Payroll and Claims Packet Dated April 24, 2017

Claims Check #LH 1st Qtr, DOR ACH, EFT 03/2017 and #37853 through #37882 totaling \$369,338.69

Payroll Check #37852 replacing rejected ACH from March 2017

MOVED by Councilor Erickson and seconded by Councilor Smith to approve the items on the consent agenda. Motion carried.

CHAMBER MANAGER GINA IMPERATO - CASHMERE CHAMBER UPDATE

After being with the Cashmere Chamber for the last year Chamber Manager Gina Imperato gave an update on Chamber activities which included; ten new members, increasing printing of the rack cards from 4,000 to 5,000 and forming a new tourism group.

SELECTION OF A&W PAVING FOR THE 2017 CHIP SEAL PROJECT

City staff utilized the Small Works Roster process to request bids for the 2017 Chip Seal project. The project includes Chapel, W. Pleasant, Perry, McGill and Angier Streets. The City received bids from three companies, of which A&W Paving was the apparent low bidder at \$63,715 including tax.

Staff's recommendation is to select A&W Paving as the contractor for the 2017 Chip Seal project and to authorize the Mayor to sign the contract documents.

MOVED by Councilor Erickson and seconded by Councilor Fletcher to approve the selection of A&W Paving as the contractor for the 2017 Chip Seal project and to authorize the Mayor to sign the contract documents. Motion carried.

RESOLUTION NO. 02-2017 APPOINTING A REPRESENTATIVE TO THE PUBLIC FACILITIES DISTRICT BOARD

The City is responsible to appoint a person to serve on the Board of Directors of the Greater Wenatchee Regional Events Center Public Facilities District. The Cashmere Economic Development Committee of the Cashmere Chamber of Commerce recommended J.C. Baldwin as the City of Cashmere's representative. The appointment is a four year term.

MOVED by Councilor Fletcher and seconded by Councilor Moore to adopt Resolution No. 02-2017 appointing J.C. Baldwin as representative to the Public Facilities District Board of Directors. Motion carried.

CHELAN COUNTY REGIONAL JUSTICE CENTER'S INCREASE IN COST PER DAY FOR HOUSING INMATES

Mayor Gomes received a letter from the Chelan County Regional Justice Center regarding the increase in the Interlocal Agreement between the City and Chelan County for housing inmates. The cost per inmate in 2016 was \$85 per day and the rate will be increasing 2% to \$87 per day starting May 1, 2017.

MOVED by Councilor Moore and seconded by Councilor Smith to approve the 2% increase in the per day rate for housing inmates. Motion carried.

PROGRESS REPORTS

Director Botello reported that they held the pre-construction meeting for the Zacher 6-lot subdivision and they will be breaking ground in a couple of weeks.

Director Botello introduced Craig Hess the applicant for the Vine Street Planned Unit Development (PUD), which is a 9-lot subdivision plus 1 existing lot. Botello explained that Hess could develop the property as a regular 8-lot subdivision which would require fewer conditions. A PUD requires additional conditions that a regular subdivision does not. The decision to allow a PUD subdivision is quasi-judicial and goes before the hearing examiner to be denied or approved with conditions. After all the conditions are met the project comes before Council for final approval.

Hess explained to Council his vision for the PUD subdivision and why he chose to develop a PUD.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:08 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

Staff Summary

Date: May 8, 2017
To: City Council
From: Clerk-Treasurer Kay Jones
RE: Resolution 03-2017 Amending Cemetery and Pool Rates

Cemetery rates are being adjusted due to the change from concrete burial vaults to poly vaults.

Staff has reviewed the swimming pool rates and it appears the rates for pool rental and the punch pass should be adjusted.

Pool expenses will be increased this season by the recent change in the minimum wage requirement. The increase in the punch pass still gives patrons a savings of \$.75 per pool visit. (\$15 savings for 20 visits)

Staff Recommendation: Move to approve Resolution 03-2017 amending Resolution 03-2015 increasing Parks & Cemetery rates

CITY OF CASHMERE, WASHINGTON

RESOLUTION NO. 03-2017

A RESOLUTION AMENDING RATES AND CHARGES FOR THE CASHMERE PARKS AND CEMETERY IN THE CITY OF CASHMERE, WASHINGTON AND REPEALING CITY RESOLUTION 03-2015.

WHEREAS, at the regular meeting of May 8, 2017, the City Council determined it is in the best interest of the City to adjust rates for the City Pool, and

WHEREAS, the cost of lifeguards at the City Pool is increasing due to the new minimum wage,

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. 03-2015 is hereby repealed.

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, and approved by the Mayor at an open public meeting on this 8th day of May, 2017.

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-free w/pass	4.00-free w/pass
Individual Season Pass	75.00	100.00
Family Season Pass	150.00	175.00
20 Punch Pass	59.00 65.00	59.00 65.00
Swimming Lessons	27.00	32.00
Private Lessons	20.00/1/2 hour	25.00/1/2 hour
Pool Rental per hour (incl. minimum 2 guards)	75.00 125.00	100.00 150.00
Each extra guard required (for guard to patron ratio)	15.00 17.50	15.00 17.50

Cemetery Lot Purchase (Includes \$200 Endowment Care)

Adult Lot	1100.00
Cremaains Lot	700.00
Infant Lot	550.00

Cemetery Sexton Services

Adult Interment in empty lot (Includes open/close, poly vault & tax)	425.00 1182.40	
If occupied (plus an additional endowment care fee)	1382.40	
1 st Cremaains in empty adult or cremaains lot (Includes open/close, poly vault & tax)		225.00 360.05
2 nd /3 rd Cremaains Interment (Includes endowment care, open/close, poly vault & tax)		525.00 660.05
When two cremaains are inurned at once, 1 open/close will be charged at the 2 nd use rate, plus an additional endowment care fee	860.05	
Infant Interment	225.00	
Scattering Garden Interment	100.00	
Disinterment – Regular	625.00	
Disinterment – Cremaains	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%
Vase	65.00 plus tax
Vase Installation	35.00

Overtime Charges

Saturday Interment Fee (Must conclude by 11:00 a.m.)	450.00*
*In addition to Sexton Services	
Saturday Overtime Charge (Extending after 11:00 a.m.)	500.00/1000.00/1500.00*
*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)	
Weekday overtime charge (after 2:30 p.m.)	325.00

Marker Setting

Marker Setting (No border pour)	150.00
VA Marker Setting (Including border/base pour)	250.00
Scattering Garden Marker Setting	50.00
Concrete Border or Base	100.00

Miscellaneous Cemetery Fees

Flower Vase (Including tax)	20.00 25.00 plus tax
Flower Vase Setting Fee	10.00
Concrete Burial Liner (Incl. delivery/tax)	Actual Cost (Including delivery/tax) plus 10%
Concrete Cremains Liner (Including tax)	100.00 plus tax
Ownership Transfer Fee	15.00 25.00

RESOLUTION NO. 04-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON CONCERNING THE CITY OF CASHMERE SWIMMING POOL OPERATIONS, CONSOLIDATING AND REPEALING PREVIOUS RESOLUTIONS AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Clerk-Treasurer and Mayor have reviewed the collection of provisions related to the Cashmere swimming pool and have determined that adoption of this Resolution consolidating and repealing previous resolutions relating to operations of the swimming pool will make it easier for the City to operate the pool; and

WHEREAS, the City Council has reviewed this Resolution and concurs with the recommendation of the City Clerk-Treasurer and the Mayor that adoption of this Resolution is in the best interest of public health, safety, and welfare of the citizens of the City and in particular of the users of the swimming pool; NOW, THEREFORE,

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

Section 1.

- A. The City of Cashmere swimming pool shall be open to the public from the first day following the last day of school for students in the Cashmere School District until the day prior to the first day of school for students in the Cashmere School District.
- B. The Mayor may decide to close the swimming pool on a date earlier than the date identified in Subsection A of this Section if the number of available and qualified lifeguards necessary to safely staff the swimming pool is inadequate.

Section 2. The City Clerk-Treasurer shall establish the City of Cashmere pool employee and pool usage rules and regulations and may amend the same from time to time all subject to final approval of the Mayor.

Section 3. City Resolutions 5-2010 and 1-2016 are hereby repealed.

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

Section 5. This Resolution shall be effective immediately upon passage by the City Council.

APPROVED by the City Council the ____ day of _____, 2017.

APPROVED:

MAYOR JEFF GOMES

ATTEST/AUTHENTICATED:

KAY JONES, CITY CLERK

RESOLUTION 05-2017

A RESOLUTION OF THE CITY OF CASHMERE, WASHINGTON AMENDING THE CITY OF CASHMERE CEMETERY RULES AND REGULATIONS BOOKLET TO PERFORM HOUSEKEEPING AND ADD THE REQUIREMENT OF CITY-PROVIDED POLY VAULTS, AND REPEALING RESOLUTION 06-2003.

WHEREAS, the City of Cashmere desires to operate its cemeteries in an efficient manner, and

WHEREAS, the City Council of the City of Cashmere has established rules and regulations for its cemeteries, and

WHEREAS, the City of Cashmere wishes to change the requirement for a concrete burial vault to a City-provided poly vault, and

WHEREAS, it is necessary to update the established rules and regulations to match current practice and for housekeeping purposes,

NOW, THEREFORE, the City Council of the City of Cashmere does hereby resolve as follows:

Section 1. The City Council of the City of Cashmere hereby adopts by reference the City of Cashmere Cemetery Rules and Regulations booklet dated May 8, 2017. Said booklet shall be available to the general public upon request at City Hall.

Section 2. City Resolution 06-2003 is hereby repealed.

PASSED by the Cashmere City Council this 8th day of May, 2017.

CITY OF CASHMERE

Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

Staff Summary

Date: May 8, 2017
To: City Council
From: Clerk-Treasurer Kay Jones
RE: Resolution 05-2017 Amending Cemetery Rules & Regulations

The cemetery regulations booklet has been reviewed by staff and there were several changes needed so the booklet will be more readable and also to match current practices at the cemetery.

The two most significant changes are the removal of the mowing schedule and the requirement of a poly vault for burials and cremains.

Poly vaults are lighter and stronger than concrete and can be placed by one person without a backhoe, which will save labor and materials costs for the city with less chance of injury to employees or damage to the grounds and markers. The poly vaults are also less costly for the customer.

Staff Recommendation: Move to approve Resolution 05-2017 amending the City of Cashmere Cemetery Rules & Regulations

CITY OF CASHMERE CEMETERY

Rules and Regulations

1. AUTHORITY

For the mutual protection of [the City of Cashmere and Cemetery users](#), ~~every purchaser of the use of property in the Cashmere Cemetery~~, these rules and regulations have been approved by the City Council and are rules and regulations governing ~~property sold~~[use of graves](#) and ~~conduct~~[contracted to be sold](#) in the Cashmere Cemetery, situated on Evergreen Drive and Treadwell-Brisky Cemetery, situated on Hazel Place, Chelan County, Washington. The rules and regulations are made subject to the laws of Chelan County, and of the State of Washington which may be in force governing cemeteries, columbaria, and/or mausoleums, and the reference to these rules and regulations in the certificate of ownership to lots or plots shall have the same force and effect as if set forth in full therein. The authority to make, adopt, amend, add to, revise, or modify and enforce these rules and regulations is specified in ~~RCW 68.20.060-56 through 68.020.080~~[Chapter 68.52 RCW](#).

2. DEFINITIONS

Angel Row - "Angel Row" is a designated area for the interment or inurnment of infants.

Burial Plot - One (1) body and two (2) cremains or three (3) cremains

Cemetery - The term "Cemetery" shall mean the Cashmere Cemetery, for earth interments, for cinerary interment, [niche wall interment](#), and scattered cremains.

Cemetery Deed – A "Cemetery Deed" means [a certificate given to the purchaser of a plot or grave in the Cashmere Cemetery conveying the right to use the plot or grave in perpetuity. The Cemetery Deed does not convey ownership of property in the cemetery.](#)

City - The word "City" refers to the City of Cashmere.

Cremains - The term "cremains" shall mean incinerated human remains.

Cremains Plot - No more than two (2) cremains in a vault

Disinterment - "Disinterment" means the unearthing of a previously interred body or cremains.

Entombment - "Entombment" means the placement of human remains in a crypt or vault.

Grave - "Grave" means a space of ground in Cashmere Cemetery used, or intended to be used for burial.

Infant - The term "infant" refers to children 2 years old and under.

Interment - "Interment" means the disposition of human remains by burial, entombment, or inurnment.

Inurnment - "Inurnment" means placing cremains in an urn and ~~placing it~~[interment of said urn](#) in a niche, ~~or grave, or urn garden space~~.

Memorial Marker - The term "~~memorial~~[marker](#)" refers to an individual ~~marker~~[headstone](#) of bronze; granite or marble of equal hardness designed to be installed level with the ground.

Niche Wall – [One of four columbaria installed at the City cemetery intended for inurnment of cremated remains. Each niche is designed to hold up to two urns.](#)

Plot - "Plot" means space in the cemetery used, or intended to be used, for the interment of human remains.

Plot Owner - The term "plot owner" is intended to mean, and should be construed as meaning, the ownership of burial privileges and rights of use in any burial section purchased from the City for a consideration and evidenced by a ~~certificate~~cemetery deed.

Removal - "Removal" means a disinterment of a body or cremain to be moved another location.

Scattering Garden - "Scattering Garden" means a place where cremains are dispersed in a designated garden area.

Shutter - Shutter is the outer door of a niche in the niche wall on which the engraving is placed.

Sexton - The term "sexton" refers to an employee of the City who is responsible for the maintenance and operation of the cemetery.

Upright Marker - The term "upright marker" refers to an individual grave marker of bronze; granite or marble of equal hardness that is not designed to be installed level with the ground.

3. GENERAL SUPERVISION OF CEMETERY

- 1) All funerals, ~~in-reaching~~upon arrival on the cemetery grounds, shall be under the charge of the City Sexton, or his assistants.
- ~~1)2)~~The funeral home in charge of the service shall provide sufficient staff to place the casket for burial.
- ~~2)3)~~ Once a casket containing a body is within the confines of the cemetery, the City reserves the right to refuse permission to anyone to open the casket or to touch the body. Provided that, in the event necessity requires, the City may take appropriate steps to correct an obnoxious or improper condition.

4. AGREEMENT BETWEEN CITY AND LOT OWNERS

- 1) The deed of ownership and these Rules and Regulations and any amendments thereafter shall be the sole agreement between the City and the plot or lot owners.
- 2) All ~~property owners and~~ persons within the cemetery, and all plots sold, shall be subject to these rules and regulations and subject, further, to such other rules and regulations, amendments or alterations as shall be adopted by the City from time to time; and the reference to these rules and regulations in the ~~certificate of ownership~~Cemetery Deed ~~to plots~~ shall have the same force and effect as if set forth in full therein.
- 3) Prior to all ~~interments and~~ disinterments, the next of kin must sign a release form at Cashmere City Hall, 101 Woodring Street.

5. INTERMENT AND DISINTERMENT

- ~~1) All interments, disinterments, inurnments and removals must be made at the time, in the manner, and upon payment of such charges as fixed by the City.~~
- 1) All charges for the purchase of graves, endowment care, and sexton services shall be paid in full at the time the grave is used, and shall be accompanied by a copy of the death certificate.
- 2) Funeral Directors shall be required to conclude interments, disinterments, inurnments, removals, and services for same, by the times specified herein and direct those attending to leave the cemetery within 30 minutes after the conclusion of the service. All interments, disinterments, inurnments, removals, and services for same will be concluded and those attending leave the cemetery not later than 2:30 PM, Monday through Friday or 11:00 AM on Saturday. An overtime charge will be assessed on funerals that have not concluded by the deadlines stated above. No interments, disinterments, inurnments or removals shall take place on Sunday or City-observed holidays except in the case of emergencies or when directed by the Department of Health.

- 3) The right is reserved by the City to insist upon at least twenty-four (24) hours notice prior to any interment or inurnment, and at least one week's notice prior to any disinterment or removal. The City is under no obligation to be available to receive notice of interment, disinterments, inurnments, or removals on Saturday, Sunday or City observed holidays. The City may refuse to make an interment until a more expedient time if twenty-four (24) hours notice is not given, or if the remains arrive at the cemetery entrance after the designated times. Notice of interment for Monday mornings must be received by the City not later than ~~12:00 noon~~ 8:00 a.m. on the prior Friday. Notice must also be received by ~~12:00 noon~~ 8:00 a.m. on the working day before a City-observed holiday for interments on the day after said holiday.
- 4) The City reserves the right to refuse to enter any plot and to refuse to open any burial space for any purpose except on written application by the plot owners of record completed on forms provided by the City and duly filed at the City Hall.

~~5) Every earth interment shall be made enclosed in a concrete section City provided poly liner vault, sealed vault or City approved liner, with the exception of infant vaults which will be provided by the funeral home, the actual installation of which vaults shall be performed by the employees of the City or it's duly appointed representatives. The City reserves the right to restrict to the day of interment, the delivery of any concrete section liner or sealed vault for installation.~~

~~5)6) Cemetery staff will not place the lid on the poly vault or fill the grave until all funeral attendees have left the cemetery.~~

~~6)7) The City requires all cremains be placed in a concrete liner or vault City provided poly urn vault. Charges for the liner or vault are included in the sexton fee, which shall be provided by the City.~~

~~7)8) When instruction regarding the location of an interment space in a lot cannot be obtained, or is indefinite, or when for any reason the interment space cannot be opened where specified, the City Sexton may at his discretion open a space in a lot as he deems best and proper, so as not to delay the funeral; and the City shall not be liable for damages from any errors so made.~~

~~8)9) The City shall not be held liable for any order given by telephone or for any mistake occurring from the want of precise and proper instruction as to the particular space, size and location of a grave or space in a lot where interment or inurnment is desired.~~

~~9)10) The City reserves the right to correct any errors that may be made in making interment, disinterment, removal or inurnment, or in the description, transfer, or conveyance of any interment or inurnment property either by canceling such conveyance and substituting and conveying in lieu thereof other interment or inurnment property of equal value and similar location so far as possible, or as may be selected by the City, or, in the sole discretion of the City, by refunding the amount of money paid on account of said purchase. In the event such error shall involve an interment or inurnment of the remains of any person in such property, the City reserves, and shall have the right to remove and/or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed thereof. The City shall also have the right to correct any errors made by placing an improper description, including an incorrect name or date, either on the marker or memorial.~~

~~10)11) The City shall be in no way liable for any delay of interment of a body where a protest to the interment has been made, or where the rules and regulations have not been complied with; and, further, the City reserves the right under such circumstance to place the body in a temporary location or receiving vault until the full rights have been determined. The City shall be under no duty to recognize any protest on the interment unless it is in writing and filed at the City Hall.~~

~~11) The City shall not be liable for the interment permit, nor for the identity of the person thought to be interred.~~

~~12) No interment shall be permitted or memorial placed in or on any property until full payment is received at City Hall.~~

~~13) One (1) body and two (2) cremains or three (3) cremains may be interred in a plot. A cremain plot may contain up to two (2) cremains in a single cremain vault. This does not pertain to inurnments prior to 2003.~~

~~14) Two cremains may be interred in each niche of the niche walls.~~

6. DISINTERMENTS AND REMOVALS

- 1) The following requirements exist for disinterments and removals:
 - a) The City reserves the right to determine when the disinterment or removal is to take place.
 - b) The City requires one week's notice prior to any disinterment or removal and;
 - c) The City must receive any necessary permits at least twenty-four (24) hours prior to the disinterment or removal.
 - d) A funeral director must be present at the disinterment or removal.
 - 2) Removal, by the heirs, of a body or cremains so that the plot may be sold for a profit to themselves, or removal contrary to the expressed or implied wish of the original owner, is repugnant to the ordinary sense of decency and is absolutely forbidden.
 - 3) A body, or cremains, may be removed from its original plot to another plot in the cemetery when there has been an exchange or purchase for that purpose.
 - 4) The City shall exercise the utmost care in making a disinterment or removal, but it shall assume no liability for damage to any casket, burial case, vault or urn incurred in making the disinterment or removal.
- ~~5) —See Section 5.2 for hours of operation.~~

7. PAYMENT OF BURIAL PLOT

- 1) The City reserves the right to require that the charges for cemetery services be paid at the time of the issuance of the order of the interment, disinterment or removal.
- 2) Arrangements for the payment of any and all indebtedness due the City must be made before interment; entombment or inurnment will be performed.
- 3) The City allows relatives of existing lot owners to enter into an agreement to reserve a lot or lots, near the existing lot owner's plot, for purchase at a later date. A contract must be entered into for the purchase of the reserved plot(s) no later than sixty (60) days from the date the property was first reserved. After sixty (60) days the property will become available for sale to the general public. The City is under no obligation to renew or extend the terms of the reservation agreement or to send notification that the reservation agreement has expired. The City incurs no liability for the subsequent sale of the plot(s) to other individuals.
- 4) Burial plots for interments or inurnments funded by Department of Social and Health Services (DSHS) will be selected by the City.
- 5) Lot owners wanting to sell burial plots back to the City will be paid one-half (1/2) of the current purchase price. This does not include the purchase of any cemetery services, endowment care, vaults, ~~liners~~markers, etc.

8. ~~PROPERTY RIGHTS OF PLOT OWNERS~~PURCHASER

- 1) The purchase of a grave or plot in the Cashmere Cemetery does not convey ownership of the property, only perpetual use of property owned by the cemetery. Each grave or plot purchased may be used by the purchaser, purchaser's spouse and heirs after death of the purchaser and his/her spouse. Each grave may contain one (1) burial and two (2) cremated remains, or three (3) cremated remains.
- ~~1)2)~~ All plots conveyed to individuals are presumed to be for the sole and separate property-use of the owner named in the instrument of conveyance. The spouse of an owner of any plot containing more than one interment space has a vested right of interment of their remains in the plot and any person thereafter

becoming the spouse of the owner has a vested right of interment of their remains in the plot if more than one interment space is unoccupied at the time the person becomes the spouse of the owner.

- 2)3) No conveyance or other action of the owner without the written consent or joiner of the spouse of the owner divests the spouse of the vested right of interment, except that a final decree of divorce between them terminates the vested right of interment unless otherwise provided in the decree.
- 3)4) In a conveyance of two (2) or more persons as joint tenants, each joint tenant has a vested right of interment in the plot conveyed. Upon death of a joint tenant, the title to the plot held in joint tenancy immediately vests to the survivors, subject to the vested right of interment of the remains of the deceased joint tenant. A vested right of interment may be waived and is terminated upon the interment elsewhere of the remains of the person in whom vested. An affidavit by a person having knowledge of the facts setting forth the fact of the death of the owner and the name of the person or persons entitled to the use of the plot is-constitutes complete authorization to the City to permit the use of the unoccupied portions of the plot by the persons entitled to the use of it.
- 4)5) Where there are several owners of a plot, or rights of interment in it, they may designate one or more persons to represent the plot and file written notice of designation with the City. In the absence of such notice or of written objection to so doing, the City is not liable to any owner for interring or permitting an interment in the plot upon the request or direction of any co-owner of the plot.
- 5) ~~No vested right of interment gives to any person the right to have their remains interred in any interment space in which the remains of any deceased person having prior vested rights of interment have been interred, nor does it give any person the right to have the remains of more than one deceased person interred in a single interment space in violation of the rules and regulations of the cemetery.~~

9. TRANSFER AND ASSIGNMENTS

- 1) Upon the death of any owner of a lot or plot(s), the heirs, assignees and devisees of such decedent must furnish to and file with the City satisfactory proof of their ownership and all such papers shall remain with the records of the City. No transfer of any lot or plot(s) or interest will be valid without prior consent of the City.
- 2) The City may refuse to consent to a transfer or an assignment, as long as there is any indebtedness due the City from the plot owner of record.
- 3) All transfers of ownership in plots will be subject to a charge to be fixed by the City and paid at the time of transfer.

10. CONTROL OF WORK IN CEMETERY

- 1) All grading, landscape work and improvements of any kind, ~~and all care of plots~~, shall be done; and all trees, shrubs and herbage of any kind shall be planted, trimmed, cut or removed; and all openings and closing of graves and/or plots, interments, disinterments and removals shall be performed only by the City.
- 2) Care of individual graves or plots, such as cleaning around headstones, is the responsibility of the individual or their family. The City's responsibility is for mowing and watering only. When cutting sod around headstones a maximum of 1" may be cut away to avoid damage to headstones by mower wheels.
- 2)3) The City mowing schedule is on ~~Monday and Tuesday~~ Wednesday and/or Thursday of each week, except at time of funerals or inclement weather.
- 3)4) No chemicals of any kind may be used by anyone, except the City, around markers, plots or any other location within the cemetery.
- 4)5) Flowers may be placed on the graves. Flowers placed on graves may be removed for lawn mowing. The City shall have the authority to remove all floral design, flowers, weeds, trees, shrubs, potted plants or herbage of any kind from the cemetery plots as soon as (in the judgement of the management) they become unsightly, dangerous, detrimental or diseased, or when they do not conform to the standards maintained. The City shall not be liable for floral pieces, baskets or frames in which, or to which, such

floral pieces are attached beyond the acceptance of such floral pieces for funeral services held in the cemetery. The City shall not be liable for lost, misplaced or broken flower vases; nor shall the City be liable for frozen plants or herbage of any kind or for the damage by the elements, thieves, and vandals or by other causes beyond its control.

- | ~~6)~~6) No flowers, shrubs, trees, or any herbage of any kind shall be planted by anyone on any plot or other location within the cemetery, without the permission of the City.
- | ~~6)~~7) Only 'permanent' type flower vases may be installed on the graves. Vases must be of a design and placed in a vase liner, which will allow the vases to be positioned flush with the ground when not in use and during cemetery grounds maintenance. The City recognizes that flower vases are vulnerable to theft and damage during the course of normal cemetery operations and maintenance; therefore, the City shall not be liable for the damage, theft or other loss of any flower vase placed in the cemetery.
- | ~~7)~~8) The City shall install all vase liners for flower vases; the charges for which shall be reasonable and uniform. The City shall assume the responsibility for the proper installation of such liner. All charges for vases shall be paid in advance.
- | ~~8)~~9) Any digging of holes to place any vase, jar, can, etc., other than by the City shall not be allowed. The plot owner will be charged the actual costs to repair any damage caused by digging to place any vase, jar, can, etc.
- | ~~9)~~10) The placing of boxes, shells, toys, metal design, ornaments, chairs, settees, non-regulation vases, glass, wood or iron cases and similar articles upon plots shall not be permitted, and if so placed the City shall not be liable for loss and/or damage to said items, and, further, the City reserves the right to remove the same with no responsibility to hold or return said items.
- | ~~10)~~11) All ~~fittings, adornments, urns, vases and~~ inscriptions ~~and nameplates~~ for niches ~~are subject to the approval, control and acceptance or rejection~~ shall be as approved and sold by the City.
- | ~~11)~~12) Photographs, souvenirs, wreaths, flags or other emblems are allowed. If placed by individual plot owners, the sexton or assistant, at their discretion will remove them.
- | ~~12)~~13) Artificial, dyed or preserved flowers, potted plants, or wreaths shall be prohibited from ~~March 15~~ April 1 to November 1 of each year. All floral designs, flowers, potted plants or decorative displays, live or artificial and flags may be placed on any veterans grave ~~one day~~ two days prior to Memorial Day. The Friday following Memorial Day they will be removed.
- | 13) All ~~marker material trimmings removed during the cleaning of graves~~ will ~~will~~ shall be placed in the dumpster located at the cemetery shop.

11. ROADWAYS AND REPLATTING

The right to enlarge, reduce, replot or change the boundaries or grading of the cemetery or of a section or sections from time to time, including the right to modify or change the locations of, or remove or regrade roads, drives, walks or parkways, or any part thereof, is hereby expressly reserved. The right to lay, maintain, operate, alter or change pipe lines, gutters or sprinkler systems, drainage, lakes, power lines, etc., is also expressly reserved, as well as is the right to use cemetery property not sold to individual lot owners for cemetery purposes, including the interring and preparing for interment of ~~the human~~ dead remains, or for anything necessary, incidental or convenient thereto. The City reserves to itself and to those lawfully entitled thereto, a perpetual right to ingress and egress over plots for the purpose of passage to and from other plots.

12. CONDUCT OF PERSONS WITHIN THE CEMETERY

- 1) Persons within the cemetery grounds shall use only the avenues, walks and roads, and any person injured while walking on the grass except that being the only way to reach his plot, or while on any portion of the cemetery shall in no way hold the City liable for any injuries sustained.
- 2) Children under fifteen (15) years of age shall not be permitted within the cemetery or its buildings unless accompanied by an adult.
- 3) All persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubbery or plants.
- 4) There shall be no driving on the cemetery grounds except on the paved roadways. Parking is allowed in unimproved areas of the cemetery (vacant field).
- 4) No persons will be permitted to have refreshments within the cemetery.
- 5) Unauthorized persons shall not be permitted to sit or to lounge on the grounds, graves, monuments or markers in the cemetery or in any of the buildings. Loud talking or improper conduct will not be permitted.
- 7) The throwing of rubbish on the drives and paths or on any part of the grounds or immediately adjacent to the grounds or in the buildings is prohibited. ~~Receptacles for waste materials are located at convenient places.~~ A dumpster is provided near the cemetery shop building for waste material.
- 6) Automobiles shall not be driven through the grounds at more than fifteen (15) miles per hour.
- 7) 9) Peddling of flowers, plants or soliciting the sale of any commodity, other than by the management or employees of the City is strictly prohibited within the confines of the cemetery.
- 8) No firearms shall be permitted within the cemetery except those carried by authorized personnel.
- 9) No signs, notices or advertisements of any kind shall be allowed in the cemetery unless placed by the City.
- 10) Dogs, cats, horses or any other pet shall not be allowed on the cemetery grounds or buildings, except animals used by the disabled.
- 11) The cemetery grounds shall be open from dawn to dusk and the lot owners shall be permitted to visit their lots at other times by special permission from the ~~management~~ City.
- 12) No public address system or artificial illumination shall be used within the grounds without written permission from the sexton.
- 13) The sexton or assistants are hereby authorized and empowered to enforce the rules and regulations and to exclude from the cemetery any person violating the same. The sexton shall have charge of the grounds and buildings, and at all times shall have the power of supervision and control of the persons in the cemetery, including conduct of funerals, traffic, employees, plot owners and visitors.

13. FEES, GRATUITIES AND COMMISSIONS

No person, while employed by the City, shall receive any fee, gratuity or commission, either directly or indirectly, for work performed as part of his/her employment by the City, except from the City, ~~either directly or indirectly, under penalty of immediate dismissal.~~

14. PROTECTION AGAINST LOSS

The City shall take reasonable precaution to protect lot owners within the cemetery from loss or damage; ~~but it distinctly disclaims all~~ however, the City accepts no responsibility for ~~responsibility for~~ loss or damage caused by the elements, and acts of god, common enemy, thieves, vandals, strikers, malicious mischief makers,

explosions, unavoidable accidents, invasions, insurrections, riots of order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

In the event that it becomes necessary to repair or reconstruct any marble, granite, bronze or concrete work on any section, plot or niche, or any portion or portions thereof, in the cemetery which has been damaged by the elements, an act of god, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots of order of any military or civil authority, the City shall give a ten (10) day written notice of the necessity of such repair to the plot owner of record.

15. CHANGE IN ADDRESS OF LOT OWNERS

It shall be the duty of the lot owner to notify the City of any change in their address. Notice sent to a lot owner at the last address on file at the City Hall shall be considered sufficient and legal notification.

16. ENDOWMENT CARE

- 1) The term "endowment care" used in reference to plots, lots and/or graves shall be held to mean the cutting of the grass upon said plots, lots and/or graves at reasonable intervals, raking and cleaning of the grounds, the pruning of the shrubs and trees that may be placed by the City; meaning and intending the general preservation of the plots, lots and/or graves and the grounds, walks, roadways, boundaries and structures to the end of said grounds shall remain and be reasonably cared for as cemetery grounds.
- 2) The term "endowment care" shall in no case be construed as meaning the maintenance, repair or replacement of any gravestones, monumental structures, memorials or flower vases placed or erected upon lots; nor the planting of flowers or ornamental plants; nor the maintenance or doing of special or unusual work in the cemetery; nor does it mean the reconstruction of any marble, granite, bronze or concrete work on any section or lot, or any portions thereof, in the cemetery or other building or structures caused by the elements, an act of god, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by the order of any military or civil authority, whether the damage be direct, or collateral, other than as herein provided.
- 3) The money received for the endowment care shall be held in trust and invested as provided by law. It shall be the duty of the City Clerk-Treasurer to invest all sums of the money received and the City reserves the right, however, either to handle all investment itself, or to deposit said funds with any person, company or corporation qualified to act as trustee for such funds. The City Clerk-Treasurer shall make all investments of cemetery funds as approved by the City Council.
- 4) Endowment care, whether applied to lots, graves, or to any space within the confines of the cemetery, shall be limited absolutely to the net income received from the investment of the endowment care funds. No part of the principal may be expended, only the interest income therefrom for the maintenance and operation of the cemetery and in any manner or form consistent with the design and purpose of the City and according to the terms of any grant, devise or bequest.
- 5) The amount of said endowment care funds to be collected from the purchasers of the cemetery plots shall be determined by the City Council, after taking into consideration the absence or varying number of monuments in any section, the character of the ground and such other factors as tend to determine the necessary cost of the care of said lands; same to be required as a deposit for such purposes and deposited with the City at the time of payment of the purchase price.
- 6) The record books of the City, and the receipt issued by the City shall show the amount of the endowment care funds which have been required of the individual and set aside in each case.

17. RULES FOR MEMORIAL MARKERS

- 1) Memorial markers of regulation size shall be permitted on graves and ~~urn garden-cremains~~ plots and may be of bronze, granite or marble of equal hardness, and they must be set level with the ground at the head of the grave or plot. ~~The marker foundation must be placed by the City.~~ Temporary grave markers, of any type, are expressly prohibited. Upright memorial markers and monuments are permitted only ~~under certain circumstances and designed by the City~~ in certain areas of the cemetery.
- 2) The City assumes no responsibility for any memorial marker delivered to the City for foundation and/or setting unless such delivery has been acknowledged and approved, in writing, by the sexton or his assistants.
- 3) All memorial markers are subject to the approval of the City prior to placement, and acceptance or rejection shall be based upon the specifications as set forth in these rules and regulations:
 - a) Every marker delivered to the City must be accompanied by the name and address of the party responsible for foundation and/or setting charges and such other information as the City may determine necessary. All information must be in writing and delivered to City Hall. The City reserves the right to specify the form and content of any forms used to provide the required information.
 - b) Markers for adult graves shall be flush with the ground and shall be of one piece. A single marker shall be 24 inches in length and 12 inches in width and; a double marker to be placed on two graves shall be 36 inches in length and 12 inches in width. These will receive a four (4) inch, concrete border. Full granite markers for a single grave will be 32 inches in length and 20 inches in width; double full granite markers for two graves shall be 44 inches in length and 20 inches in width.
 - c) Grave markers for infants and children in Angel Row shall be flush with the ground and shall be 16 inches in length and 12 inches in width for a single marker. These will receive a four (4) inch concrete border.
 - d) Markers for the scattering garden shall be granite or marble with smooth finished edges. The markers shall be flush with the ground and shall be 16 inches in length and 8 inches in width. These will receive a brick border to be placed by the City.
 - d)e) Engraving of shutters for the niche walls shall be limited to first, middle and last name and year of birth and death.
 - e)f) No coping, curing, fencing, hedging, grave mounds, borders or enclosures of any kind shall be allowed around any lot or gravesite. No walks or paths shall be allowed on any plot, lot or gravesite. The City reserves the right to remove the same if so erected, planted or placed.
 - f) ~~All foundations for memorial markers shall be installed by the City; the charges for which shall be reasonable and uniform. The City shall assume responsibility for the proper construction of such foundations. Charges for placement will be paid in advance.~~
 - g) The coloring, painting, enameling lacquering or bronzing of letter or other parts of stone or bronze work is prohibited.
 - h) Should any memorial marker become unsightly, dilapidated or a menace to visitors, the City shall have the right to correct the condition or remove the same, at the expense of the lot owner(s).
 - i) The City reserves, and shall have the right to correct any errors made by its employees or by any other persons in locating or placing a memorial marker in the cemetery.
 - j) Individual grave markers and concrete borders, which do not conform to the above rules, shall be corrected and/or reset to conform with said rules and a ~~proper~~ charge may be assessed.
 - k) Repairs to cracked, damaged or deteriorated grave markers or concrete borders are not the responsibility of the City, and ~~can~~ shall be replaced at the lot owner's expense.
 - l) No advertising of any description except that placed by the City shall be permitted within the cemetery or in or around any cemetery office or building.

18. CHANGES TO RULES AND REGULATIONS OF THE CITY

- 1) Special cases may arise in which the literal enforcement of a rule might impose unnecessary hardship, therefore the City reserves the right without notice to make exceptions, suspensions or modifications ~~in~~to any of these rules and regulations when in its judgment the same may be advisable; and such temporary exception, suspension or modifications shall in no way be construed as affecting the general application of such rule.
- 2) These rules and regulations cancel and supersede all previous regulations. They may be revised, supplemented or otherwise modified only by action of the City Council; except that the Mayor may at any time revise the regulations for purposes of correcting errors therein or making editorial changes for clarification without Council approval and except that in an emergency situation the Mayor may make such reasonable modifications as he/she deems necessary, provided however, such modifications are reported to the City Council for approval at its next official meeting.

ORDINANCE NO. 1258

AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, AMENDING SECTIONS 5.10.010 AND 5.10.020 OF THE CASHMERE MUNICIPAL CODE, CREATING A NOTIFICATION REQUIREMENT, ELMINATING A LICENSING REQUIREMENT, ADDING AN OPTION FOR QUARTERLY PAYMENTS OF BUSINESS AND OCCUPATION TAXES DUE UNDER CERTAIN CIRCUMSTANCES AND SETTING AN EFFECTIVE DATE.

WHEREAS, Cashmere Municipal Code Section 5.10.020 currently requires that business and occupation taxes levied pursuant to Cashmere Municipal Code Section 5.10.030 be paid each month following the month in which the tax is accrued; and

WHEREAS, as a result, the office of the City Clerk-Treasurer receives multiple monthly payments in amounts that in some instances are less than \$1.00 and the administrative processing costs to the City and the collector and remitter of the tax greatly exceed the amount of the tax being paid; and

WHEREAS, to accommodate reducing costs for the collector and remitter of the tax and for the City, the City Clerk-Treasurer recommends the amendment of Section 5.10.020 of the Cashmere Municipal Code as set forth in this Ordinance; and

WHEREAS, the current provisions of Section 5.10.010 require the collector of the tax to be licensed with the City and this provision is undesirable as a notification to the City without a fee is more appropriate under these circumstances; and

WHEREAS, the Mayor and City Council have reviewed the recommendation of the City Clerk-Treasurer and concur that adoption of this Ordinance is in the best economic interests of the collectors and remitters of the tax and of the City; NOW, THEREFORE,

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

Section 1. Section 5.10.010 of the Cashmere Municipal Code is hereby amended to read as follows:

5.10.010 Notification - Required.

No person, firm or corporation shall engage in or carry on any business, occupation, act or privilege for which a tax is imposed by CMC 5.10.030 without first having notified the Office of the City Clerk-Treasurer in writing of their intent to engage in such business in the City.

Section 2. Section 5.10.020 of the Cashmere Municipal Code is hereby amended to read as follows:

5.10.020 Payment requirements.

A. Except as otherwise provided in subsection "B" of this Section, the tax imposed by this Chapter shall be due and payable in monthly installments and remittance shall be made on or before the fifteenth day of each month next succeeding the end of the month in which the tax accrued. On or before said due date, the taxpayer shall file with the City Clerk-Treasurer a written return upon such form and setting forth such information as the Clerk-Treasurer shall reasonably require, together with payment of the amount of the tax.

B. In the event the monthly tax remittances from a collector of the tax collected pursuant to this Chapter would be less than \$5.00, then any such collector of the tax may accumulate those monthly taxes and make a remittance on a quarterly basis by making payments to the City by the 15th day of January, April, July, and October for the preceding quarterly taxes collected. On or before the applicable due date, the tax payer shall file with the City Clerk-Treasurer a written return, upon such form and setting forth such information as the Clerk-Treasurer shall reasonably require, together with the quarterly payment of the amount of the tax.

Section 3. 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	:	_____
PASSED BY THE CITY COUNCIL	:	_____
PUBLISHED	:	_____
EFFECTIVE DATE	:	_____
ORDINANCE NO.	:	_____

Staff Summary

Date: April 24, 2017

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.

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 approval of the contract and authorize Mayor Gomes to sign contract documents.

CITY OF CASHMERE

Small Works Construction Contract

Project: 2017 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: \$ 34,733.
- 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, 2017 by the City
of Cashmere, Washington.

(Jeff Gomes, Mayor)

Address:

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

APPROVED the 4th day of
May, 2017 by the contractor.


(Signature)

Don Sites, President
(print Name and Title)

Contractor, Address and Phone Number:
A&W Paving
PO Box 305
Cashmere, WA 98815

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 4/28/2017
STREET		JOB CONTACT	
CITY, STATE, ZIP Cashmere, WA 98815		JOB LOCATION	
ARCHITECT	DATE OF PLANS	E-MAIL	JOB PHONE

The work to be performed will be as follows:

- | | | |
|------------------------|-------------------------------------|------------------------|
| 1. Evergreen... | 9 locations as painted. City Flag | \$ 7,800 plus w.s.s.t. |
| 2. Pioneer... | 14 locations as painted. City Flag | \$ 7,800 plus w.s.s.t. |
| 3. Cottage & Titchenal | 18 locations as painted. City Flag. | \$ 9,200 plus w.s.s.t. |
| 4. Elberta & Vine | 10 locations as painted. | \$ 4,900 plus w.s.s.t. |
| 5. Lower Chapel | One location | \$1,600 plus w.s.s.t. |
| 6. Bridge | Both sides | \$ 800 plus w.s.s.t. |

TOTAL PATCHWORK ESTIMATE \$ 32,100 plus w.s.s.t.

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.

<p><small>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.</small></p>	<p>Authorized Signature: Don Sites</p>
<p>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.</p> <p>Date of Acceptance: _____</p>	<p>Signature _____</p> <p>Signature _____</p>