



City of Cashmere

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CASHMERE CITY COUNCIL MEETING
MONDAY, NOVEMBER 27, 2017 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of November 13, 2017 Regular Council Meeting
2. Payroll and Claims Packet Dated November 27, 2017

BUSINESS ITEMS

1. Public Hearing on the Final Budget for 2018
2. Ordinance No. 1262 Adopting the Budget for 2018
3. Ordinance No. 1263 Adopting Amendments to Title 16 Subdivision and Plats
4. Ordinance No. 1264 Adopting Amendments to Title 17 Zoning
5. Resolution No. 10-2017 Amending City wastewater rates
6. Resolution No. 11-2017 Amending City water rates
7. Resolution No. 12-2017 Solid Waste Interlocal Agreement
8. Lease Agreement for Storage and Office Facilities
9. Regional Justice Center Inmate Housing Agreement

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, NOVEMBER 13, 2017 AT CASHMERE CITY HALL

OPENING

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

ATTENDANCE

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

FLAG SALUTE

EXCUSED ABSENCES

ANNOUNCEMENTS & INFORMATION

Councilor Fletcher reported that Link held a special board meeting to discuss whether they should place a sales tax measure on an upcoming 2018 ballot. The Board voted to draft a resolution to place a sales tax measure on the February 2018 ballot. The measure will be a 0.2% sales tax increase phased in over 2 years. The first 0.1% increase would be at the passage of the measure and the second would be January 2020.

Councilor Fletcher stated that the Board is not considering an increase in fares at this time.

The council was reminded of the upcoming WCIA training for Council on November 20th at 5:30 p.m. Daniel Scott the newly elected council member will also attend.

PUBLIC COMMENT PERIOD

No public comment.

APPROVAL OF AGENDA

MOVED by Councilor Erickson and seconded by Councilor Smith to approve the revised agenda including item #5 2018 Agreement for Emergency Services. Motion carried.

CONSENT AGENDA

Minutes of October 9, 2017 Regular Council Meeting
Payroll and Claims Packet Dated October 23, 2017
 Claims Direct Pay and Check #38437 through #38467 totaling \$34,059.54
 Payroll Direct Pay and Check #38434 through #38436

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

PUBLIC HEARING ON PRELIMINARY BUDGET FOR 2018

Mayor Gomes opened the Public Hearing at 6:07 p.m. to receive public comment on the Preliminary Budget for 2018. Mayor Gomes summarized the capital improvement purchases and projects.

Clerk-Treasurer Kay Jones stated that the 2018 Budget is status quo with minimal capital purchases and projects. The annual utility rate increases are shown in the budget along with the employee wage increases and the increases for contract services. The Preliminary Budget meets the budgeting policy that estimated revenues must cover estimated operating expenditures.

With no questions or comments from the public the hearing was closed at 6:25 p.m.

DIRECT DISCHARGE WASTEWATER SERVICES AGREEMENT WITH TREE TOP
MOVED by Councilor Pratt and seconded by Councilor Smith to approve the Direct Discharge Wastewater Services Agreement with Tree Top. Motion carried.

ADDENDUM NO. 1 TO BIOSOLIDS HAULING AND BENEFICIAL USE SERVICES WITH BOULDER PARK

Addendum No. 1 extends the term of the contract, and includes an increase in the rate and name/title changes. The legal language has been approved by the City Attorney.

MOVED by Councilor Fletcher and seconded by Councilor Pratt to approve Addendum No. 1 to the Biosolids Hauling and Beneficial Use Services with Boulder Park. Motion carried.

PROSECUTION SERVICE AGREEMENT FOR 2018

The 2018 agreement is the same per case rate of \$225. The annual amount for prosecution services is higher in 2018 due to an increase in the number of cases handled by the Prosecuting Attorney in a 12-month period.

MOVED by Councilor Fletcher and seconded by Councilor Smith to approve the Prosecution Service Agreement for 2018. Motion carried.

2018 AGREEMENT FOR EMERGENCY SERVICES

The emergency services agreement is calculated at \$2.72 per capita. The amount per capita will be increasing for the 2019 budget.

MOVED by Councilor Erickson and seconded by Councilor Fletcher to approve the 2018 Agreement for Emergency Services. Motion carried.

PROGRESS REPORTS

Director Mark Botello reported on the countywide street light grant program. The City's street lights previous to 2008 do not meet L&I requirements. They are not UL listed so they do not meet National Electrical Standards. The City's street light system is not grounded. The City, L&I and Chelan County PUD are working on a solution to fix the City's street light deficiencies.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 6:46 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

ORDINANCE NO. 1262

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF CASHMERE,
WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2018.**

WHEREAS, the City Council of the City of Cashmere has heretofore made and filed its preliminary budget for the year 2018 and has given notice of the time and place of hearing thereon according to law and met in accordance with said notice and considered the proposed budget, including salaries for all city employees;

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

Section 1. Adoption of budget. In accordance with RCW 35A.33.075 the final budget for the year ending December 31, 2018 to carry on the government of the City of Cashmere, Washington, is hereby adopted at the fund level. Exhibit A (attached) is a summary of the totals of estimated revenues and appropriations for each separate fund and an aggregate total for all such funds combined. Exhibit B (attached) is an employee salary schedule.

Section 2. Copy of detailed budget on file. A detailed final budget adopting the salary schedule for 2018 and including a list of the revenues and expenditures for each separate fund is on file in the Office of the City Clerk and is adopted by this reference.

Section 3. This ordinance shall be in effect five (5) days after its passage and publication of an approved summary thereof consisting of the title.

Passed by the City Council and approved by the Mayor this 27th day of November 2017.

CITY OF CASHMERE

Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

Approved as to form:

Charles D. Zimmerman, City Attorney

EXHIBIT A
Ordinance No. 1262

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

Fund Name	Beginning Balance	Estimated Revenues	Budgeted Appropriations	Ending Balance
001 General Government Fund	1,126,696	1,066,662	1,134,864	1,058,494
003 Public Works Fund	1,040,386	1,253,331	1,370,925	922,792
108 Lodging Tax Fund	0	5,000	5,000	0
302 Capital Improvement Fund	1,504,324	462,290	135,115	1,831,499
401 Water/Wastewater Fund	860,928	3,426,222	3,710,845	576,305
411 Water Capital Fund	974,014	410,100	267,000	1,117,114
412 Wastewater Capital Fund	1,741,706	429,732	46,000	2,125,438
426 Jr. Lien Pretrt Bond, 2011	1,167,453	545,550	539,063	1,173,940
427 Revenue Bond 2013 #R1	151,302	434,170	394,700	190,772
428 Revenue Bond 2013 #R2	118,550	249,810	227,100	141,260
501 Equipment Rental Fund	1,021,456	265,692	237,067	1,050,081
702 Cemetery Endowment Fund	238,331	9,500	0	247,831
TOTAL ALL FUNDS	9,945,146	8,558,059	8,067,679	10,435,526
	18,503,205		18,503,205	

EXHIBIT B
Ordinance No. 1262

CITY OF CASHMERE
2018 SALARY SCHEDULE

POSITION	Hourly Wage Step Levels	Monthly Salary	Annual Salary
Executive & Legislative			
Mayor		600.00	
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.

ORDINANCE NO 1263

AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON AMENDING SECTION 16.12.011 APPLICABILITY AND SUBSECTION 16.16.010(A) PURPOSE TO TITLE 16, OF SUBDIVISIONS AND PLATS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cashmere Planning Commission conducted a duly advertised public hearing on the 7th day of August 2017 to consider public testimony, and to discuss and recommend changes to Section 16.12.011 Applicability and Section 16.16.010 Purpose to Title 16 Subdivisions and Plats of the Cashmere Municipal Code (“CMC”); and

WHEREAS, following the public hearing, the City Planning Commission adopted findings and made a recommendation to the City Council to approve the amendments to Title 16 Subdivisions and Plats of the Cashmere Municipal Code; and

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

WHEREAS, the Cashmere City Council held a duly advertised public hearing on the 23rd day of October, 2017 to review and take public testimony on the proposed amendments to Section 16.12.010 Applicability and 16.16.010 Purpose to Title 16 of CMC, as recommended by the Planning Commission; and

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

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

Section 1. Section 16.12.011 Applicability and Subsection 16.16.010(A) Purpose to Title 16 Subdivisions and Plats of the Cashmere Municipal Code are hereby amended as set forth in Exhibit “A” which is attached hereto and incorporated herein by this reference as if fully set forth.

Section 2. Pursuant to RCW 36.70A.106, this Ordinance shall be transmitted to the Washington State Department of Commerce.

Section 3. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. This Ordinance shall take effect and be in full force five (5) days after this Ordinance or a summary thereof consisting of the title is published.

Passed by the City Council of the City of Cashmere at a regular open public meeting and approved by the Mayor this 27th day of November 2017.

CITY OF CASHMERE

Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk/Treasurer

Approved as to form:

Chuck Zimmerman
City Attorney

Ordinance No: 1263
Passed by the City Council: 11/27/17
Published in the Cashmere Valley Record: 12/6/17
Effective date: 12/11/17

Exhibit "A"

16.12.011 Applicability.

Every subdivision of land into ten or more lots, parcels or tracts, as defined herein, shall proceed in compliance with this chapter. Land divided by short subdivision within the immediately preceding five years shall be subdivided pursuant to this chapter.

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16.16.010 Purpose.

The purpose of the short subdivision procedure includes but is not limited to the following:

- A. Provide an expeditious method of processing subdivisions of nine or fewer lots;
- B. Provide adequate information for city review and evaluation;
- C. Provide for adequate surveying, monumentation and recording; and
- D. Provide for expeditious processing of minor property boundary changes.

ORDINANCE NO 1264

AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON AMENDING CERTAIN PORTIONS OF CHAPTERS 17.08 DEFINITIONS, 17.18 USE CHART, 17.36 C/LI-MIXED COMMERCIAL/LIGHT INDUSTRIAL, 17.48 PUBLIC, 17.58 GENERAL REGULATIONS, 17.59 WIRELESS FACILITIES, 17.62 PLANNED UNIT DEVELOPMENT, AND 17.72 CONDITIONAL USES ALL IN TITLE 17 OF THE CASHMERE MUNICIPAL CODE RELATING TO ZONING, AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

Section 1. Certain provisions in Chapters 17.08 Definitions, 17.18 Use Charts, 17.36 C/LI-Mixed Commercial/Light Industrial, 17.48 Public, 17.58 General Regulations, 17.59 Wireless Facilities, 17.62 Planned Unit Development, and 17.72 Conditional Uses in Title 17 of the Cashmere Municipal Code, the City zoning code, are hereby amended as set forth in Exhibit "A" to this Ordinance which is attached hereto and incorporated herein as if set forth in full.

Section 2. Pursuant to RCW 36.70A.106, this Ordinance shall be transmitted to the Washington State Department of Commerce.

Section 3. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. This Ordinance shall take effect and be in full force five (5) days after this Ordinance or a summary thereof consisting of the title is published.

Passed by the City Council of the City of Cashmere at a regular open public meeting and approved by the Mayor this 27th day of November 2017.

CITY OF CASHMERE

Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk/Treasurer

Approved as to form:

Charles D. Zimmerman
City Attorney

Ordinance No: 1264
Passed by the City Council: 11/27/17
Published in the Cashmere Valley Record: 12/6/17
Effective date: 12/11/17

Exhibit “A”

17.08.010 Definitions.

The definitions of terms to be used in all chapters of the Cashmere Municipal Code are those definitions contained in this chapter; other definitions may be found in individual titles.

Dictionary Reference

If a term is not specifically defined in this section, an applicant may request from the administrator an administrative interpretation, pursuant to CMC 14.03.020(B), in which the administrator shall reference the most current edition of Webster’s Ninth New Collegiate Dictionary or the New Illustrated Book of Development Regulations.

B

“Building code” means the International Building Code promulgated by the International Code Council (ICC), as adopted by the city.

M

“Mechanical code” is the International Mechanical Code promulgated by the International Code Council (ICC), as adopted by the city.

U

“Unit building lot(s) dwellings” means boundary lines and use areas within a larger “parent” parcel for the purpose of defining and creating individual sellable lots. This type of survey is primarily used when multiple buildings are designed to fit on a single original lot.

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17.18.020 District use chart.

The use chart located on the following pages is made a part of this section. The below acronyms apply to the following use chart. For listed uses, if a cell within the chart is blank under a specific district column, that use is not allowed. For unlisted uses, the city administrator shall determine if said unlisted use is similar to one that is already enumerated in the use chart and may therefore be allowed, subject to the requirements associated with that use and other applicable provisions of the CMC.

- PRM – Permitted Use
- ACC – Accessory Use
- CUP – Conditional Use Permit
- HOP – Home Occupation Permit “A” or “B”
- PUD – Planned Unit Development
- * = Located on upper floor only
- ** = Existing residence only, as of the date of adoption of the ordinance codified in this section

	SF	SR	AR	MF	P	DB	C/LI	WI
Public/Semipublic Uses Churches (Parsonages)	PRM	PRM	PRM	PRM		PRM	PRM	PRM

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17.36.030 Development standards.

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

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

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

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

D. Minimum Yard Areas.

1. Front Yard. On a public right-of-way designated as an arterial street, the front yard area shall be 55 feet from the centerline or 25 feet from the front lot line, whichever is greater. On other public rights-of-way, the front yard area shall be 50 feet from centerline or 20 feet from the front lot line, whichever is greater.

2. Where development occurs adjacent to a residential district or public district, the rear and side yard areas shall be 10 feet. Where development occurs adjacent to commercial or industrial district the rear and side yard areas shall be zero feet.

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17.40.030 Development standards.

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

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

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

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

D. Minimum Yard Areas.

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

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

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Chapter 17.58

GENERAL REGULATIONS

Sections:

- 17.58.010 Purpose, intent and applicability.
- 17.58.020 Accessory structures – Residential zones.
- 17.58.030 Family home day care.
- 17.58.040 Group A home occupations.
- 17.58.050 Fences and hedges.
- 17.58.070 Swimming pools.
- 17.58.080 Domestic animals.
- 17.58.085 Livestock and poultry.
- 17.58.090 Storage standards.
- 17.58.100 Establishment of public nuisance.
- 17.58.110 Clear view triangle.
- 17.58.120 Manufactured permanent/temporary units.
- 17.58.130 Caretakers.
- 17.58.140 Flag poles, towers, and tower structures.
- 17.58.150 Value-added operation of winery/vineyard “A.”

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Remove all of 17.58.060 Decks, patios, porches, and slabs.

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17.58.070 Swimming pools.

Swimming pools are prohibited within the required yard setback areas of any zoning district, and the yard or area around them must be enclosed by a fence not less than five feet in height.

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Chapter 17.59

WIRELESS COMMUNICATION FACILITIES (WCF) AND SMALL CELL FACILITIES/TOWERS

Sections:

- 17.59.005 Purpose.
- 17.59.010 Applicability.
- 17.59.020 Exemptions.
- 17.59.030 Criteria.

17.59.005 Purpose.

The purpose of this chapter is to establish appropriate locations, site development standards, and permit requirements to allow for wireless communication services, in a manner which will facilitate the location of various types of wireless communication facilities in permitted zoning districts so they are consistent with the character of the city. Minimizing the adverse visual impact of these facilities is one of the primary objectives of this chapter. This chapter is intended to allow wireless communication facilities and small cell facilities/towers as provided in CMC 17.18.020, District use chart, which are sufficient to provide adequate service. (Ord. 1138 § 1 (Exh. A), 2008).

17.59.010 Applicability.

The provisions of this chapter apply to zoning districts identified in Chapter 17.18 CMC, District Use Chart. (Ord. 1138 § 1 (Exh. A), 2008).

17.59.020 Exemptions.

The following are exempt from the provisions of this chapter:

- A. Amateur radio antenna operated by a federally licensed amateur radio operator, provided such antenna height does not exceed 100 percent of distance from base of antenna or support structure to nearest property line, or 15 feet above the existing or proposed roof line, whichever is greater.
- B. A temporary, commercial wireless communication facility, for the purpose of providing coverage of a special event, subject to approval by city, and subject coverage shall comply with all applicable state and federal regulations. Said wireless communication facility may be exempt from the provisions of this chapter two days prior to special event and two days after special event.
- C. VHF and UHF receive-only television antenna(s), provided they do not exceed 15 feet above the existing or proposed roof line.
- D. Telecommunication facilities within public road right-of-way, provided such facility or structure is not located within a clear view triangle and the structure does not exceed a height of 42 inches.
- E. Temporary radar systems for military communication and navigation.
- F. Wireless radio or other temporary WCF utilized for temporary emergency communications in the event of a disaster.
- G. Satellite dish antennas less than three and one-half feet in diameter and no greater than 15 feet in height, including direct-to-home or business satellite service, when used as an accessory use on a property.
- H. Routine maintenance or repair of a WCF or related equipment, provided the following:
 - 1. There is no increase in the number of antennas.
 - 2. There is no increase in the height of the antenna support structure.
 - 3. There are no added structures either on ground or attached to tower. (Ord. 1138 § 1 (Exh. A), 2008).

17.59.030 Criteria.

A. Co-location. Applicant shall design, orient, construct, and operate wireless communication facilities (WCFs) or small cell facility/tower so as to facilitate sharing facilities with other utilities, to co-locate with other existing WCFs and to accommodate the co-location of future WCFs, where technically, practically and economically feasible. Co-location will be a requirement of approval unless the applicant submits a demonstration that supports, to the satisfaction of the approving authority, the conclusion that sharing space on existing facilities is not technically, practically or economically feasible or possible based on one or more of the following factors:

1. Available space on existing facilities. (WCFs are prohibited on City decorative lights);
2. The facility owner's ability to lease necessary space;
3. The facility's structural capacity;
4. Geographic service area requirements;
5. Mechanical or electrical incompatibilities;
6. Any state or federal limitation on facility or structural sharing.

B. WCF support structures shall be located on the lot or license area so that the distance from the base of the tower or structure to any property line, license area boundary or adjacent/support structure is at least 100 percent of the proposed structural height.

C. Ground level buildings/structures shall be screened from view by landscape plantings, fencing, or other appropriate means. Required landscape plantings shall be installed around the perimeter of the required security fence.

1. A wall, slatted chain link fence, or wooden fence no less than six feet in height from the finish grade shall be provided around WCF. Access to the tower shall be through a locked gate via Knox box.
2. At least one parking stall shall be provided in accordance with Chapter 17.54 CMC for maintenance and repairs.
3. Equipment structures mounted on the roof shall be screened to match existing wall finish similar to the exterior building walls.

D. Lighting of WCF is allowed. All lights shall be downlighting, and shielded and be incorporated into the design of the WCF. To contain the impacts of unsafe lighting and light pollution, the city prohibits the following unless otherwise required by FAA or state or federal regulations:

1. Floodlights, searchlight, beacons, and lasers source light fixtures.
2. Neon lighting.
3. Lighting which creates hazards to pedestrian and traffic safety, and which is a nuisance to surrounding properties because of excessive glare or light production.
4. Blinking, flashing, animated or moving lights.

E. No advertising or display shall be located on any antenna support structure, antenna or security fencing. The owner of the antenna array shall place an identification plate indicating the name of the wireless service provider and a telephone number for emergency contact on site. Subject identification plate shall not exceed one and one-half square feet in size.

F. The owner of the WCF shall notify the city when the tower is no longer operating as part of a wireless communication system authorized and licensed by the FCC. Within six months of the date the facility ceases to operate as part of an authorized system, the facility must be removed from the site.

- G. The applicant shall submit proof that the service provider has legal access to the proposed site/tower.
- H. The applicant shall submit a compliance letter signed by the applicant stating the support structure will comply with all applicable federal, state, local regulations and laws.
- I. Applicant shall submit copies of any FCC licenses required under FCC regulations for the provisions of service within the county/city.
- J. All providers shall attest to and demonstrate compliance with FCC and Washington State laws relating to noninterference of emergency 911 regulations. (Ord. 1138 § 1 (Exh. A), 2008).

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Chapter 17.62

PLANNED UNIT DEVELOPMENT

Sections:

- 17.62.010 Purpose of a planned unit development.
- 17.62.015 Where permitted – Permitted uses.
- 17.62.020 Protection of critical areas – Provision of on-site recreation.
- 17.62.025 Dedicated lands.
- 17.62.035 Density credits.
- 17.62.050 Project description.
- 17.62.060 Association documents.
- 17.62.070 Phased developments.
- 17.62.100 Expiration.
- 17.62.110 On-site recreation and/or open space design requirements.
- 17.62.120 Minimum development standards.

17.62.010 Purpose of a planned unit development.

The purpose of the planned unit development (PUD) is to allow a more flexible use of land for residential development in all zones by encouraging the careful application of design components to achieve the creation of innovative housing developments and a more efficient utilization of public facilities in exchange for public benefits that achieve comprehensive plan goals. The PUD can also be used to protect wetlands, floodways, and other critical areas from development. A PUD is one that permits diversity in the location and type of structures; promotes the efficient use of land by facilitating a more economical arrangement of buildings, streets, utilities, and land use; preserves as much as possible critical areas and natural landscape features; and reduces development impacts to adjacent neighborhoods through design and mitigation.

Designation of a property as a PUD binds the property owners and their successors to the development described and depicted in the application, binding site plan and approval of the PUD, and applicable development standards of this chapter. The PUD designation confirms the PUD is consistent with the purpose of and provisions for planned unit developments and the comprehensive plan and provides the standards by which subsequent development permits, including building permits, shall be reviewed.

A PUD shall be reviewed according to the provisions for a quasi-judicial review process as described in CMC Title 14, except as otherwise provided for in this chapter. (Ord. 1138 § 1 (Exh. A), 2008; Ord. 1097 § 1, 2007; Ord. 1039 § 1, 2004).

17.62.015 Where permitted – Permitted uses.

A. A PUD, when approved in accordance with the CMC and this chapter, is established as a development permit and, as such, does not reclassify the existing zoning district designation. A PUD may be permitted within any residential zoning district located within the Cashmere urban growth area, provided it is consistent with the comprehensive plan.

B. A PUD may include the following uses:

1. A combination of residential dwellings such as single-family attached, single-family detached, modular homes, manufactured homes, duplexes, townhouses, and other similar dwellings in accordance with this chapter and the CMC;
2. Development of unit building lot(s) for townhouse dwellings and cottage style dwelling developments in accordance with this chapter and the CMC;
3. Accessory uses specifically designed to meet the needs of the residents of the PUD such as garages, carports, personal and recreational vehicle storage, and other similar noncommercial uses;
4. Developed recreational facilities such as clubhouses, tennis or racquetball courts, ball fields, trails, sports fields, spa facilities, horse arenas and riding academies, parks, undeveloped recreational areas, open space areas and other similar type uses;
5. Shared boat docks, launch facilities, and marinas compatible with the purposes of this chapter and the city of Cashmere shoreline master program; and
6. Cultural, community and entertainment facilities that are compatible with the purposes of this chapter. (Ord. 1138 § 1 (Exh. A), 2008; Ord. 1097 § 1, 2007; Ord. 1039 § 1, 2004).

17.62.020 Protection of critical areas – Provision of on-site recreation.

A. Where critical areas exist on a site subject to a PUD, the benefits derived from the PUD, including without limitation decreased lot sizes and increased densities as provided for in this chapter, shall be achieved in exchange for a dedicated protection of another portion of the property containing critical areas; provided, that:

1. The critical areas to be protected are dedicated in perpetuity, and all future rights for development are traded in exchange for the rights to derive benefits from the PUD process;
2. Land protected by trading development density shall be protected from encroachment and maintained free of fill material, building and construction wastes, yard wastes and other debris that would diminish the property characteristics that the dedication was intended to protect. Any use of the critical areas on-site shall be governed by Chapter 18.10 CMC et seq., Critical Areas Code; and
3. Where critical areas within the development account for less than 25 percent of the overall area of the development, additional on-site recreation and open space areas, as provided for in this chapter and in the applicable zoning code provisions, shall be provided in addition to retention of critical areas in an amount that achieves a total area in critical areas/open space/on-site recreation use of at least 25 percent.

B. Where no critical areas exist on a site subject to a PUD, the benefits derived from the PUD, including without limitation decreased lot sizes and increased densities as provided for in this chapter, shall be achieved in part in exchange for a dedication of another portion of the property as an on-site recreation and/or open space area consistent with the provisions of this chapter and other applicable sections of the zoning code, that total at least 25 percent of the overall development; provided, that:

1. The on-site recreation may include a combination of natural areas, parks, landscaped areas, trails, and/or visual corridors; provided, that a minimum of 10,000 square feet or 60 percent of the on-site recreation, whichever is greater, is contiguous usable space;
2. The on-site recreation area/areas are dedicated in perpetuity, and all future rights for development are traded in exchange for the rights to derive benefits from the PUD process. (Ord. 1138 § 1 (Exh. A), 2008; Ord. 1097 § 1, 2007; Ord. 1039 § 1, 2004).

17.62.025 Dedicated lands.

All lands dedicated for the preservation of critical areas, creation of open space or establishment of recreation facilities shall be held in common interest by all of the property owners within the planned unit development or remain in individual ownership, or donated to a public agency. Perpetual restrictions shall be placed upon the title to all dedicated areas and on the face of the PUD indicating that:

A. All land uses and development shall be limited to the stated purpose of the dedicated property.

B. All property owners within the planned unit development shall be mutually responsible for the maintenance and preservation of the dedicated lands.

C. Dedicated lands shall be maintained free of any liens or encumbrances that could interfere with the stated purpose of the dedication. (Ord. 1138 § 1 (Exh. A), 2008; Ord. 1097 § 1, 2007; Ord. 1039 § 1, 2004).

17.62.035 Density credits

A. The maximum number of dwelling units permitted per acre for a PUD shall be determined by utilizing the maximum density levels established by the comprehensive plan and zoning regulations, and the amount of public benefit or design elements provided within the proposed development. In all districts, exceeding the maximum density permitted within the district requires the connection to a domestic sanitary sewer system.

Residential Densities

Land Use Designation	Allowed Residential Density	Density – Not to Exceed
Single-Family	6 units per acre	8 units per acre
Suburban Residential	1 to 4 units per acre (depends on sewer service)	6 units per acre
Airport Residential	1 to 4 units per acre (depends on sewer service)	6 units per acre
Multifamily	15 units per acre	20 units per acre
Downtown Business	Upper level, secondary use only	Upper level, secondary use only
Commercial-Industrial	None	None
Warehouse	None	None
Public	None	None

B. Density shall be achieved by incorporating at least eight of the following 15 items into the design and construction of the PUD:

1. On-site storm water drainage retention facilities are integrated as usable recreation areas with a slope ratio not exceeding four units horizontal to one unit vertical.
2. Where a PUD is proposed along an existing transit route, transit stops and the construction of shelters, pull-outs and other associated transit systems shall be integrated into the project.
3. Trees shall be planted adjacent and along the entire frontage of public and/or private street rights-of-way on the property being developed. Planting areas shall be a minimum of five feet in width and consist of a minimum of 60 percent deciduous trees at least four feet high at the time of planting on no greater than 50-foot centers. Suitable groundcover including grasses and/or low-growing shrubs to complement the trees shall also be provided.
4. Where a proposed PUD consists of more than 10 units, parking areas are kept small (10 to 20 spaces) in any group and interspersed with landscaping, recreation features, structures, or other similar uses when applicable.
5. Provisions shall be made for bicycle, pedestrian and/or natural trail systems, the majority of which are physically and functionally separated from motor vehicle traffic by a distance of 10 feet or more. Separation

may include such features as landscaping, undulated berms, natural features, topography, open space, or other similar features. Trail systems shall encompass the entire development and may be incorporated as part of the on-site recreation required. The trail system components shall connect all public open space, drainage ways, shoreline areas and other trail systems designated in the comprehensive plan. Trail system components shall be a minimum of eight feet wide and improved with an all-weather surface suitable for the type of trail proposed.

6. Natural drainage ways shall be incorporated into the overall PUD design and left undisturbed or enhanced with native ornamental landscaping when applicable.

7. Significant recreational areas shall be developed and equipped with such features as swimming pools, tennis courts, commercial-grade playground equipment, community centers or other significant features.

8. Site may incorporate duplex, multifamily or unit building lot(s) dwellings.

9. Solar design and access considerations shall be incorporated into the design of the development and proposed buildings. This may include using topographical features of the development, siting criteria for structures, or specific structure design requirements for solar use.

10. Accessory features such as benches, trash cans, tables and other similar attributes to enhance the character of the open space or other features shall be provided in the development. This shall not include primary garbage disposal areas. Trash cans shall be 42 inches high with a total radius of two feet or less. The accessory features shall be consistent with the overall design of the development.

11. An area shall be designated and developed with each PUD phase for the storage of personal property and/or recreation vehicle storage. Storage areas shall be sized and designed for the sole use of the residents within the development. Common features shall include perimeter landscaping to screen them from view, accessibility to all residents, minimal lighting, and similar architectural features as the proposed residential structures. Signs for advertising purposes are prohibited.

12. Pedestrian access, trails and minimum requirement of 30 % for open space and recreation amenities shall be provided and incorporated into the PUD.

13. Landscape decks/garden porches shall be incorporated into the design of all duplexes and multifamily units.

14. The PUD shall incorporate some other unique site and/or design features not listed above that distinguish it from a typical subdivision. The hearing examiner shall determine the applicability and appropriateness of this provision during the review process for each PUD. (Ord. 1138 § 1 (Exh. A), 2008; Ord. 1108 § 5, 2007; Ord. 1097 § 1, 2007; Ord. 1039 § 1, 2004).

17.62.050 Project description.

A written explanation of the design concept, planned features of the development, measures taken to meet the purposes of the PUD, the proposed sequence and timing of development, the provisions of ownership and management when developed, and covenants or other controls which might influence the development, operation or maintenance of the PUD shall be submitted. (Ord. 1138 § 1 (Exh. A), 2008; Ord. 1097 § 1, 2007; Ord. 1039 § 1, 2004).

17.62.060 Association documents.

An outline of the documents of the owner's association, bylaws, deeds, covenants and agreements governing ownership, maintenance and operation of the PUD shall be submitted. PUD covenants shall include a provision whereby unpaid taxes on all property owned in common shall constitute a proportioned lien on all property of each owner in common. The city may require that it be a third-party beneficiary of certain covenants with the right but not obligation to enforce the same. (Ord. 1138 § 1 (Exh. A), 2008; Ord. 1097 § 1, 2007; Ord. 1039 § 1, 2004).

17.62.070 Phased developments.

If a PUD is planned to be completed in more than two years from the date of site plan approval, the PUD will be divided into phases or divisions of development, numbered sequentially in the order construction is to occur. The PUD site plan for each phase shall be approved separately through a "full administrative review" process pursuant to CMC Title 14, and shall be consistent with all provisions of the PUD. (Ord. 1138 § 1 (Exh. A), 2008; Ord. 1097 § 1, 2007; Ord. 1039 § 1, 2004).

17.62.100 Expiration.

A PUD expires unless final approval is obtained from the city and recorded by the Chelan County auditor within two years from the date of approval. For a PUD that includes phases as permitted by this chapter, the PUD shall expire unless final approval is obtained for the first phase from the city, with subsequent phases falling within the identified phasing schedule, and recorded by the Chelan County auditor within two years from the date of approval. Minor revisions to the phasing schedule of a PUD that has not expired pursuant to this section may be granted by the city provided the schedule is consistent with the overall time frame anticipated for build-out of the PUD. An applicant who files a written request with the city administrator within 30 days before the expiration date shall be granted a one-year extension upon a showing of a good faith effort to file the site plan or showing substantial progress of conditions of approval. (Ord. 1138 § 1 (Exh. A), 2008; Ord. 1097 § 1, 2007; Ord. 1039 § 1, 2004).

17.62.110 On-site recreation and/or open space design requirements.

The following are minimum design requirements for PUDs that may incorporate on-site recreation and/or open space in lieu of density credits:

A. The following areas shall not be calculated in whole or in part as a portion of the required on-site recreation or open space:

1. Public streets;
2. Slopes in excess of 35 percent, geologically hazardous areas, water bodies, and/or submerged or marshy/boggy land.

B. The location, shape, size and character of the open space shall be configured appropriate to the scale and character of the planned density, expected population, and topography of the area. On-site recreation areas shall be centrally located in the development and designed for active and passive recreation unless otherwise approved by the hearing examiner.

C. A minimum of 60 percent of the on-site recreation or open space shall be concentrated and/or connected into large usable areas. The remaining 40 percent may be designated as buffers, entry features, recreation facilities, streetscape, and/or used for a natural trail system or other uses approved by the hearing examiner.

D. On-site recreation areas or open space may contain such complementary structures and improvements as are necessary and appropriate for the benefit and enjoyment of residents of the PUD; provided, that the building coverage of such buildings or structures shall not exceed 50 percent of the minimum on-site recreation or open space required.

E. At least 60 percent of the on-site recreation area or open space required shall be reasonably level to accommodate active recreational uses with slopes no greater than six percent. On-site recreation areas shall be located on a public or private street with a minimum frontage width of 30 feet if the site is two acres or less in size and 60 feet of frontage width for areas larger than two acres. (Ord. 1138 § 1 (Exh. A), 2008; Ord. 1097 § 1, 2007; Ord. 1039 § 1, 2004).

17.62.120 Minimum development standards.

A. Yard, Setback, and Width Requirements. The minimum yard, setback, and width requirements otherwise applying to the development in the zoning district may be modified from the standards of the district, provided:

1. The minimum front, side and rear yard requirement on the exterior boundaries of the proposed PUD shall not be less than 20 feet, unless a sight-obscuring fence and/or landscape strip is provided allowing for five-foot yard areas adjacent to said fence and/or landscaping. The minimum front yard area adjacent to a public street within the interior of the PUD shall not be less than 15 feet. Interior yards and setbacks, including the yard areas adjacent to private streets, shall be as approved on the PUD site plan and each development will be reviewed to ensure adequate provision of light, air and life safety for all structures.
2. All buildings that are not attached or do not have common walls shall be separated by a minimum distance of 10 feet.

B. Minimum Lot Size. The minimum lot size within a PUD may be modified from the normal standards of the district and reduced by 35 percent of the district requirement unless utilizing unit building lot division for

townhouses or cottage style housing developments. Regardless of reduced minimum lot sizes, at no time shall the overall density of the development exceed the maximum densities identified in this chapter.

C. Maximum Building Coverage. The maximum lot coverage may be increased by 25 percent of the normal district requirement.

D. Maximum Building Height. The maximum building height within a PUD shall be the same as permitted in the district. Whenever possible, development of the PUD shall be designed to maximize views for each dwelling unit and to ensure that the views of surrounding properties have been considered.

E. Landscaping. Landscaping shall be required at entries into a PUD, for on-site recreation areas and facilities, and in conjunction with multifamily complexes. Natural landscape features including existing trees, shrubs and groundcover, drainage ways, rock outcroppings, and slopes shall be preserved to the greatest extent possible.

F. Buffer. A buffer shall be required when a PUD has a density and/or intensity greater than that allowed within the applicable zoning district. The buffer shall include a combination of additional landscaping, fencing, increased setbacks and/or other alternatives that mitigate impacts to adjacent properties.

G. Parking Requirements. Parking shall be provided in the same ratio as required for the district and shall meet the minimum provisions established in Chapter 17.54 CMC and the following:

1. For each 10 multifamily dwelling units, four additional parking spaces shall be required for visitor parking when on-street parking is unavailable. Special considerations may be given to low traffic generators such as senior citizen or assisted living housing.

2. Additional parking/storage areas shall be required for recreational vehicles (RVs) such as campers, boats, trail bikes, motor homes and other similar vehicles unless these types of vehicles are precluded by the developer in the form of covenants or other restrictions, approved by the director. When 30 or more dwelling units are proposed, one parking space shall be provided for every 10 dwelling units. The size of the parking/storage area shall be based on the following:

- a. Parking/Storage Stalls. Minimum of 10 feet wide by 28 feet long;

- b. Access Driveway. Minimum of 30 feet in width;

- c. Parking/Storage Lot. The minimum area requirement for each space, together with access and maneuvering area, shall not be less than 700 square feet.

H. Special Areas. A PUD that is adjacent to any lake, river, drainage or other waterway shall provide pedestrian or vehicular access in accordance with Chapter 18.10 CMC et seq., Critical Areas Code.

I. Flexible Standards. A PUD may allow development standards different from those imposed under the CMC, except as provided in the applicable district in relation to permitted uses and provided a clear description of the approved development standards is provided. Any approved development standards that differ from that otherwise required by the city shall not require any further zoning district reclassification, variance from the CMC or other city approval apart from the PUD and any subsequent associated construction plan approvals. The development standards as approved through the PUD shall apply to and govern the development and implementation of each PUD site in lieu of any conflicting or different standards or requirements elsewhere in the CMC.

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Chapter 17.72

CONDITIONAL USES

Sections:

- 17.72.010 Approval required.
- 17.72.020 Permit – Contents.
- 17.72.030 Permit – Expiration.
- 17.72.040 Complaint investigation – Cease and desist order – Appeal.
- 17.72.050 Evaluation criteria and general standards.
- 17.72.060 Home occupations.
- 17.72.070 Bed and breakfast.
- 17.72.080 Public and private schools.
- 17.72.090 Day care, family home – B, mini day care and day care centers.
- 17.72.100 Schools, preschools and studios for group instruction.
- 17.72.110 Accessory dwelling units.
- 17.72.140 Utility substations and exchanges.
- 17.72.150 Value-added operation of winery/vineyard “B.”

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Remove all of 17.72.120 Churches and church sponsored centers.

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RESOLUTION 10-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, REPEALING RESOLUTION 08-2012, AMENDING CITY WASTEWATER RATES EFFECTIVE JANUARY 1, 2018.

WHEREAS, the City Council of the City of Cashmere, desires to amend Resolution 08-2012, Wastewater rates to include an annual 2% increase in the rates through 2022 for wastewater service provided by the City of Cashmere; now, therefore,

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

Section 1. Effective January 1, 2018, the rates for wastewater shall be as follows:

WASTEWATER RATES AND CHARGES

SCHEDULE 1-WW

CITY SINGLE-FAMILY AND DUPLEX RESIDENTIAL WASTEWATER SERVICE

Character of service:

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

Metering: None

Monthly Rates:

1-WW CITY

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

1-WW COUNTY

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

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

Discount:

Low-income Senior and Disabled 20% off base rate

SCHEDULE 2-WW
MULTI-FAMILY RESIDENTIAL WASTEWATER SERVICE

Character of service:

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

Metering:

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

Monthly Rates:

2-WW CITY

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

Per 1,000 gallons over 11,000

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

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

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

Per 1,000 gallons over 11,000

\$8.46	\$8.62	\$8.80	\$8.97	\$9.15
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SCHEDULE 3-WW
COMMERCIAL WASTEWATER SERVICE
Wastewater strength less than 300ppm BOD, less than 300ppm TSS

Character of service:

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

Metering:

Service rates shall be based on metered City water usage whenever metered water serves the applicable property. If service does not include City metered water, then usage shall be determined by a city-approved wastewater meter. For existing uses in this classification that do not have a wastewater meter, usage shall be charged no less than the base fee. Each separately accessible space with fixtures that discharge into the City sewer system shall be charged at least the base fee. Depending on the business type, at the City's sole discretion, the monthly rate may be determined by a fixture count and calculation based on commonly recognized and excepted formulas.

Monthly Rates:

3-WW CITY

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

Per 1,000 gallons over 11,000

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

Rates calculated at 1.5 times the City Commercial Rates.

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

Per 1,000 gallons over 11,000

\$9.42	\$9.61	\$9.81	\$10.00	\$10.20
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SCHEDULE 4-WW
INDUSTRIAL WASTEWATER SERVICE (City or County)
Wastewater Strength more than 300ppm BOD, more than 300ppm TSS

Character of service:

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

Metering:

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

Monthly Rates:

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

User Charge:

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

Per 1,000 metered gallons over 11,000

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

Materials

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

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

SYSTEM DEVELOPMENT CHARGES

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

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

Residential Units	2018	2019 2%	2020 2%	2021 2%	2022 2%
One unit	\$2127.00	\$2170.00	\$2213.00	\$2257.00	2302.00
Two units	\$1800.00	\$1836.00	\$1873.00	\$1910.00	1948.00
Three units	\$1656.00	\$1689.00	\$1723.00	\$1757.00	1793.00
Four to eight units	\$1524.00	\$1554.00	\$1586.00	\$1617.00	1650.00
Nine to sixteen units	\$1100.00	\$1122.00	\$1144.00	\$1167.00	1191.00
Over sixteen units	\$1402.00	\$1430.00	\$1459.00	\$1488.00	1518.00

The purpose of the system development fee is to help defray the costs of past and future system improvements. Once it has been paid for a property, it will not be collected again if the service is repaired or replaced with the same size service in the future, with the exception of property where service has been discontinued for more than 5 years. Development fees for new construction are due at time of issuance of a building permit and for all others at time of connection. For new construction not served by City water, a shutoff valve is required at owner's expense.

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

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

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

Section 2. Resolution No. 08-2012 is hereby repealed and replaced by this resolution effective January 1, 2018.

Passed by the City Council of the City of Cashmere, Washington this 27th day of November, 2017.

CITY OF CASHMERE

By: _____
Jeff Gomes, Mayor

Attest:

By: _____
Kay Jones, City Clerk-Treasurer

RESOLUTION 11-2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE,
WASHINGTON, REPEALING CITY RESOLUTION 11-2012, AMENDING WATER
RATES OF THE CITY EFFECTIVE JANUARY 1, 2018.**

WHEREAS, the City Council of the City of Cashmere, desires to amend Resolution 11-2012 to include an annual increase in the rates through 2022 for water service provided by the City of Cashmere; now, therefore,

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

Section 1. Effective January 1, 2018, the rates for water shall be as follows:

**WATER RATES AND CHARGES
SCHEDULE 1-W
CITY SINGLE-FAMILY AND DUPLEX RESIDENTIAL WATER SERVICE**

Character of service:

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

Metering:

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

**2018-2022 MONTHLY RATES
1-W City**

Monthly Rates	1/1/18	1/1/19	1/1/20	1/1/21	1/1/22
Meter Size	1.5%	1.5%	1.5%	1.5%	1.5%
5/8"	\$15.87	\$16.11	\$16.35	\$16.60	\$16.85
1"	\$20.81	\$21.12	\$21.44	\$21.76	\$22.08
1 1/2"	\$27.46	\$27.87	\$28.29	\$28.71	\$29.14
2"	\$39.13	\$39.72	\$40.31	\$40.92	\$41.53
Volume Tier Rates					
			Per 1000 Gallons		
0-10,000 gallons	\$2.93	\$2.98	\$3.02	\$3.07	\$3.11
10,001-35,000 gals	\$3.24	\$3.29	\$3.34	\$3.39	\$3.44
Over 35,000	\$3.58	\$3.64	\$3.69	\$3.75	\$3.80

1-W County

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

Meter Size	1/1/18	1/1/19	1/1/20	1/1/21	1/1/22
	1.5%	1.5%	1.5%	1.5%	1.5%
5/8"	\$23.81	\$24.17	\$24.53	\$24.90	\$25.27
1"	\$31.21	\$31.68	\$32.15	\$32.64	\$33.13
1 1/2"	\$41.19	\$41.81	\$42.43	\$43.07	\$43.72
2"	\$58.69	\$59.57	\$60.46	\$61.37	\$62.29

Volume Tier Rates

Per 1000 Gallons

0-10,000 gallons	\$4.39	\$4.46	\$4.53	\$4.60	\$4.66
10,001-35,000 gals	\$4.86	\$4.93	\$5.01	\$5.08	\$5.16
Over 35,000	\$5.39	\$5.47	\$5.55	\$5.64	\$5.72

Discount:

Low-income Senior and Disabled 20% off base rate

SCHEDULE 2-W
MULTI-FAMILY WATER SERVICE

Character of service:

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

Metering:

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

2018-2022 MONTHLY RATES

2-W City

Monthly Rates

Meter Size	1/1/18	1/1/19	1/1/20	1/1/21	1/1/22
	1.5%	1.5%	1.5%		1.5%
					1.5%
5/8"	\$16.57	\$16.82	\$17.08	\$17.33	\$17.59
1"	\$22.59	\$22.93	\$23.28	\$23.63	\$23.98
1 1/2"	\$31.02	\$31.48	\$31.96	\$32.44	\$32.92
2"	\$44.83	\$45.51	\$46.19	\$46.88	\$47.58
3"	\$109.81	\$111.46	\$113.13	\$114.83	\$116.55
4"	\$151.87	\$154.15	\$156.46	\$158.81	\$161.19
6"	\$254.08	\$257.90	\$261.76	\$265.69	\$269.68

Per 1000 Gallons

Single Volume Rate	3.10	\$3.14	\$3.19	\$3.24	\$3.29
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2-W County

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

Meter Size	1/1/18	1/1/19	1/1/20	1/1/21	1/1/22
	1.5%	1.5%	1.5%	1.5%	1.5%
5/8"	\$24.87	\$25.24	\$25.62	\$26.00	\$26.39
1"	\$33.89	\$34.40	\$34.92	\$35.44	\$35.97
1 1/2"	\$46.54	\$47.24	\$47.94	\$48.66	\$49.39
2"	\$67.24	\$68.25	\$69.28	\$70.32	\$71.37
3"	\$164.73	\$167.21	\$169.71	\$172.26	\$174.84
4"	\$227.81	\$231.22	\$234.69	\$238.21	\$241.79
6"	\$381.13	\$386.85	\$392.65	\$398.54	\$404.52

Per 1000 Gallons

Single Volume Rate	\$4.65	\$4.72	\$4.79	\$4.86	\$4.93
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**SCHEDULE 3-W
COMMERCIAL WATER SERVICE**

Character of service:

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

Metering:

Metering shall be done through one master meter when practical.

**2018-2022 MONTHLY RATES
3-W City**

Monthly Rates

Meter Size	1/1/18 1.5%	1/1/19 1.5%	1/1/20 1.5%	1/1/21 1.5%	1/1/22 1.5%
5/8"	\$16.57	\$16.82	\$17.08	\$17.33	\$17.59
1"	\$22.59	\$22.93	\$23.28	\$23.63	\$23.98
1 1/2"	\$31.02	\$31.48	\$31.96	\$32.44	\$32.92
2"	\$44.83	\$45.51	\$46.19	\$46.88	\$47.58
3"	\$109.81	\$111.46	\$113.13	\$114.83	\$116.55
4"	\$151.87	\$154.15	\$156.46	\$158.81	\$161.19
6"	\$254.08	\$257.90	\$261.76	\$265.69	\$269.68

Per 1000 Gallons

Single Volume Rate

\$3.10	\$3.14	\$3.19	\$3.24	\$3.29
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3-W County

Rates calculated at 1.5 times the City Commercial rates.

Meter Size	1/1/18 1.5%	1/1/19 1.5%	1/1/20 1.5%	1/1/21 1.5%	1/1/22 1.5%
5/8"	\$24.87	\$25.24	\$25.62	\$26.00	\$26.39
1"	\$33.89	\$34.40	\$34.92	\$35.44	\$35.97
1 1/2"	\$46.54	\$47.24	\$47.94	\$48.66	\$49.39
2"	\$67.24	\$68.25	\$69.28	\$70.32	\$71.37
3"	\$164.73	\$167.21	\$169.71	\$172.26	\$174.84
4"	\$227.81	\$231.22	\$234.69	\$238.21	\$241.79
6"	\$381.13	\$386.85	\$392.65	\$398.54	\$404.52

Per 1000 Gallons

\$4.65	\$4.72	\$4.79	\$4.86	\$4.93
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SCHEDULE 4-W
STANDPIPE AND HYDRANT WATER

Availability:

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

Character of service:

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

Metering:

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

Monthly Rates:

Standpipe Water in Gallons	Charge
Per 100 gallons	\$1.00
Fill hose	\$75.00 plus tax
Hydrant Meter	
Daily use fee	\$15.00
Installation and removal	\$60.00
Per 100 gallons	\$1.00

NEW WATER SERVICE COSTS

Materials

Repair Materials & Labor	Actual cost
New service tap - 1" or smaller	\$250.00
New service tap – 1-1/2" to 2"	\$350.00
New service Over 2"	\$450.00
Water Meter and Meter Box	Actual cost
Asphalt Street Repair	\$4.95/sq. ft.
Concrete Sidewalk Repair	\$5.25/sq. ft.

SYSTEM DEVELOPMENT CHARGES

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

NEW SERVICES OR UPGRADES TO EXISTING SERVICES

	2018	2019 2%	2020 2%	2021 2%	2022 2%
Upsize to 1" service*	\$500.00	\$510.00	\$520.00	\$531.00	\$541.00
1" service	\$1500.00	\$1530.00	\$1561.00	\$1592.00	\$1624.00
1 1/2" service	\$3000.00	\$3060.00	\$3121.00	\$3184.00	\$3247.00
2" service	\$5000.00	\$5100.00	\$5202.00	\$5306.00	\$5412.00
3" service	\$7500.00	\$7650.00	\$7803.00	\$7959.00	\$8118.00
4" service	\$10500.00	\$10710.00	\$10924.00	\$11143.00	\$11366.00
6" service	\$14000.00	\$14280.00	\$14566.00	\$14857.00	\$15154.00
Fire Main	\$1000.00	\$1020.00	\$1040.00	\$1061.00	\$1082.00
(Flow-Indicating Backflow Prevention Device Required)					

*Upsize charge applies when a service and meter are increased in size. For service upsizes larger than 1" the charge will be the difference between the SDC for the current size and the SDC for the new size.

The purpose of the system development fee is to help defray the costs of past and future system improvements. Once it has been paid for a property, it will not be collected again if the service is repaired or replaced with the same size service in the future. If a service has been abandoned or otherwise unused for longer than 5 years System Development Charges shall be collected regardless of previous payment. Development fees for new construction are due at time of issuance of a building permit and for all others at time of connection.

Section 2. Resolution 11-2012 is hereby repealed and replaced by this Resolution effective January 1, 2018.

Passed by the City Council of the City of Cashmere, Washington this 27th day of November, 2017.

CITY OF CASHMERE

By: _____
Jeff Gomes, Mayor

Attest:

By: _____
Kay Jones, City Clerk-Treasurer

Published in the Cashmere Valley Record December 6, 2017

Adopted by Resolution 11-2017
Effective January 1, 2018

Staff Summary

Date: November 27, 2017
To: City Council
From: Clerk-Treasurer Kay Jones
RE: Resolution No. 12-2017 Solid Waste Interlocal Agreement

On July 24, 2017 the City Council adopted Resolution No. 08-2017 authorizing the Mayor to execute the 2017 Interlocal Agreement for the County-Wide Solid and Hazardous Waste Program.

After Council approval and the Mayor executing the Agreement, changes were made and the County is requesting the City's approval and signature on the revised Interlocal Agreement.

The wording in Section 11.6 was confusing so the language was revised to clarify the section.

The percentages in Section 11.7 were removed and replaced with a reference to check the populations each year according to the census.

The County confirmed that there may have been other changes, but they were minor grammar changes and typos in other sections. The primary language changes were made to Sections 11.6 and 11.7.

For your convenience, I have attached the previously approved Sections 11.6 and 11.7 for you to compare.

Staff Recommendation:

MOVED to approve and authorize the Mayor to execute the Interlocal Agreement for County-Wide Solid and Hazardous Waste Program.

11.5 The annual budget shall fund the adopted regional programs and the administrative costs to be incurred by the County in regional solid waste and hazardous waste programs and projects.

11.6 Each city shall budget its prorated share of the adopted solid waste program costs and make the payment of its prorated share to the county. The prorated funding shares shall be determined by the ratio of the population of persons within each party's boundaries to the total population of residents within each party's municipal boundaries to the population of residents within the municipal boundaries of all parties to this agreement. Population numbers used to determine the respective funding responsibilities shall be the latest population numbers published annually by the Office of Financial Management available on or before November 15th preceding the budget year.

11.7 The Solid Waste Program budget, for initial programming purposes, cash flow, and match to grants, is estimated to be approximately \$125,000. The final budget shall be established by the Solid Waste Council and the allocation to each participant will be based on the following percentages:

Chelan County	40.71 %
Cashmere	3.92%
Entiat	1.44%
Chelan	7.26 %
Leavenworth	4.12 %
Wenatchee	42.55 %

11.8 The cities agree to pay their prorated share of the annual program costs, as established in the adopted budget, by making quarterly installments with payments due each year by January 15th, April 15th, July 15th and October 15th.

Section 12: Property.

12.1 Unless otherwise agreed in a separate writing by the parties, real or personal property acquired by the Solid Waste Program shall be property of Chelan County.

12.2 Real or personal property leased or lent by a party in furtherance of this program shall remain the property of the title owner.

Section 13: City-Sponsored Programs and Projects.

13.1 This agreement provides for the funding and administration of solid waste and recycling programs and projects of a "regional" nature. Regional programs and projects shall be defined as programs or projects including two or more municipalities and can include a program or project sponsored jointly by a city and the county.

13.2 Nothing in this agreement shall preclude any city from administering or implementing any solid waste or recycling program, including collection, disposal, education, cleanup, and billings within its jurisdiction and at its expense.

Section 14: Legal Relations.

RESOLUTION NO. 12-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE THE 2017 INTERLOCAL AGREEMENT FOR THE COUNTY-WIDE SOLID AND HAZARDOUS WASTE PROGRAM AND REPEALING CITY RESOLUTION NO. 08-2017.

WHEREAS, on July 24, 2017 the City Council passed City Resolution No. 08-2017 authorizing the Mayor to enter into an interlocal agreement in the form attached thereto for the purposes stated herein; and

WHEREAS, since the City passage of City Resolution No. 08-2017, revisions have been made to portions of the 2017 interlocal agreement that is the subject of this Resolution and the Mayor and City Council concur that those revisions are acceptable to the City; and

WHEREAS, since 1993, Chelan County and the cities of Cashmere, Chelan, Entiat, Leavenworth, and Wenatchee have complied with state-required solid waste regulations pursuant to an Interlocal Agreement recorded under Chelan County Auditor's file No. 2457827 (the "1993 Interlocal Agreement"); and

WHEREAS, Chelan County and the participating cities through their participating representatives have determined that the 1993 Interlocal Agreement should be amended and updated as set forth in the attached Interlocal Agreement for the County-Wide Solid and Hazardous Waste Program; and

WHEREAS, approval of this Resolution is the best interest of the public health, safety, and welfare of the citizens of the City of Cashmere; NOW, THEREFORE,

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

Section 1. The Mayor of the City of Cashmere is authorized to execute an Interlocal Agreement for the County-Wide Solid and Hazardous Waste Program between the City of Cashmere, Chelan County, and the Cities of Chelan, Entiat, Leavenworth, and Wenatchee in

substantially the form attached hereto and marked as Exhibit "A" to this Resolution (the "2017 Interlocal Agreement").

Section 2. The 2017 Interlocal Agreement shall replace the 1993 Interlocal Agreement effective as of the effective date of the 2017 Interlocal Agreement.

Section 3. City Resolution No. 08-2017 is hereby repealed.

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

APPROVED by the City Council the 27th day of November, 2017.

APPROVED:

MAYOR JEFF GOMES

ATTEST/AUTHENTICATED:

KAY JONES, CITY CLERK

Return Address:

Penny Goehner
Chelan County Public Works
316 Washington Street, Suite 402
Wenatchee, WA 98801

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of the warranty contained in the document itself.

Document Title: Interlocal Agreement between Chelan County, the City of Cashmere, the City of Chelan, the City of Entiat, the City of Leavenworth, and the City of Wenatchee for the county-wide solid and hazardous waste program

Grantor(s): N/A

Grantee(s): N/A

Legal Description: N/A

Assessor's Tax Parcel ID: N/A

Filed with the Auditor pursuant to RCW 39.34.040

**INTERLOCAL AGREEMENT
FOR THE COUNTY-WIDE SOLID
AND HAZARDOUS WASTE PROGRAM**

THIS INTERLOCAL AGREEMENT is entered into under authority of Chapter 39.34 RCW between by and between Chelan County, the City of Cashmere, the City of Chelan, the City of Entiat, the City of Leavenworth, and the City of Wenatchee, all municipal corporations of the State of Washington (the "parties").

WHEREAS, Washington local government entities are required to prepare and implement solid and hazardous risk waste plans under RCW 70.95.080, RCW 70.95.110 and RCW 70.105.220; and

WHEREAS, in 1993 the parties entered into an interlocal cooperation agreement, filed with the county auditor under file number 2457827, for the purpose of planning for a regional solid and hazardous risk waste management and waste reduction, recycling, and disposal programs for the residents and businesses of Chelan County, Washington; and

WHEREAS, pursuant to the 1993 interlocal agreement, the parties created and allocated funding resources to support the administration of solid waste and recycling programs and to undertake county-wide waste handling, reduction and recycling information programs;

NOW THEREFORE, under the provisions and intent of the Interlocal Cooperative Act, RCW 39.34 and in consideration of the mutual benefits contained herein, the parties agree as follows:

Section 1: Authority.

1.1 The parties have and possess, both jointly and severally, the primary responsibility for effective solid and hazardous risk waste management and planning under R.C.W. 70.95 and R.C.W. 70.105.

1.2 This interlocal agreement is authorized by resolution of the governing boards of each party and executed on behalf of each party by an authorized representative(s).

1.3 Each signatory to this agreement, or a duly appointed designee or successor, and any representative appointed by a municipality to the Solid Waste Council of the Solid Waste Advisory Committee, is authorized to act for and on behalf of the represented municipality in the performance of this agreement.

Section 2: Purpose and Scope.

2.1 The purpose of this agreement is to amend and update the parties' prior agreement and to provide for county-wide planning and administration of solid waste and hazardous risk waste management plans and programs to meet the mandates imposed by R.C.W. 70.95 and R.C.W. 70.105 and the needs of Chelan County and the incorporated municipalities therein.

2.2 This agreement defines the terms, conditions, and responsibilities for the on-going planning and administration of solid waste and hazardous risk waste management programs and plans within the County and the municipalities.

Section 3: Effective Date; Duration; Termination.

3.1 This interlocal agreement, after first being executed by the parties, shall become effective upon the date of filing with the Chelan County Auditor.

3.2 This agreement shall remain in effect until terminated by written agreement executed by the parties and filed with the county auditor.

3.3 A party may terminate its participation in the regional solid waste program by giving written notice to all parties and filing the notice with county auditor, both requirements to be met not later than the first day of October preceding the budget year for which the termination is to be effective.

3.4 A party which terminated its participation in the regional solid waste program may re-join the program by written agreement of all parties then participating in the agreement and by payment of its full share of the cost of the fiscal year budget on the same basis as though the municipality were a participant for the full budget year. The prorated shares of all other parties shall then be adjusted as if the budget were timely prepared in accordance with this agreement.

Section 4: Amendment.

4.1 This interlocal agreement may only be amended by a writing executed by the parties and adhering to the same formalities as the original, including the requirement for filing with the county auditor.

Section 5: Administration.

5.1 The county-wide solid waste program for Chelan County shall be administered by the Chelan County Department of Public Works under the guidance of the Solid Waste Council.

Section 6: Responsibilities.

6.1 Chelan County shall be responsible for:

6.1.1 Administering the county-wide solid waste, recycling, waste reduction, hazardous risk waste, and public information/education programs developed and approved in the annual budgets;

6.1.2 Completion of a comprehensive solid waste management plan for Chelan County complying with RCW 70.95, and for carrying out the Comprehensive Solid Waste Management Plan; and

6.1.3 Preparation of an annual solid waste management budget as provided at paragraph 9.1.

6.2 Each city shall be responsible for the planning, development, implementation, and funding of its solid waste, recycling, waste reduction, hazardous risk waste and related programs that are for the sole use and benefit of such City within its corporate boundary and approved solid waste service area.

6.3 The Solid Waste Council shall establish policy and determine the level of funding and financial support to be budgeted by the participation municipalities.

6.4 The Solid Waste Advisory Committee shall provide technical advice for the development of solid waste and hazardous waste management programs and for recycling and waste reduction programs.

Section 7: Solid Waste Management Planning.

7.1 The parties authorize preparation and revision(s) of a Comprehensive Solid Waste Management Plan for Chelan County to provide guidance for the long-range management of the parties' solid waste, including collection, disposal, recycling, and for education programs, and regulations.

7.2 The Chelan County Comprehensive Solid Waste Management Plan uses and will utilize pertinent portions of the regional comprehensive solid waste management plan.

Section 8: Planning of Hazardous Risk Waste Management.

8.1 The parties authorize the completion and revision of a Comprehensive Hazardous Risk Waste Management Plan for Chelan County pursuant to R.C.W. 70.105.220.

8.2 The purpose of the plan is to provide guidance for the long-range management of the hazardous risk wastes within the county. Chelan County may undertake hazardous risk waste reduction and information/education programs under the authority of this agreement.

Section 9: Solid Waste Council.

9.1 The Solid Waste Council was formed by prior agreement of the parties. The Solid Waste Council, shall continue to provide policy direction, to develop and propose annual solid waste programs and projects, to prepare annual budgets, and to resolve conflicts that may arise in program or budget development.

9.2 Each party shall appoint one (1) elected official and one alternate as its representative to the Solid Waste Council. The Council will meet quarterly, or as needed, to:

9.2.1 Review the status of current programs;

9.2.2 Establish program goals, objectives and policies;

9.2.3 Develop recommendations for new programs and proposals;

9.2.4 Determine the level of financial support to be budget for regional solid waste programs by participating municipalities; and

9.2.5 Assist in coordination of solid waste and recycling programs.

9.3 Each party to this agreement shall have one vote on any issue before the Solid Waste Council; except, voting for budgets and financial matters shall be weighted in proportion to the level of funding support provided by each respective municipality.

9.4 Additionally, adoption of a budget proposal for submittal to the Chelan County Board of Commissioners shall require a majority vote, with a minimum of four (4) positive votes of the Council.

Section 10: Solid Waste Advisory Committee.

10.1 The Chelan County Solid Waste Advisory Committee (SWAC) is a technical advisory board previously created by the parties under authority of R.C.W. 70.95.165.

10.2 The Solid Waste Advisory Committee shall continue to assist in the development of programs, and make recommendations to the Solid Waste Council regarding solid waste and hazardous risk waste handling and disposal, and regarding recycling programs.

10.3 The parties' intention is that the committee represent a balance of interests with respect to solid waste and recycling. To this end, the Solid Waste Advisory Committee shall include, one representative from each of the parties, one county resident or interested citizen, and one representative from each of the following groups: public interest, business and industry, public health and safety, waste management industry, and the recycling industry.

10.4 The Solid Waste Advisory Committee shall meet quarterly or as often as necessary to accomplish their development of recommendations for solid waste and hazardous risk waste disposal programs, recycling programs, waste disposal and recycling policies and proposals for solid waste handling and disposal regulations. Quarterly meetings will be scheduled to cover the following general topics and other related solid waste/recycling materials:

- 1st Quarter Review of programs and projects for the budget year. Report on previous year's activities and reconciliation of prior year expenditures and agency payments.
- 2nd Quarter Presentation of proposed solid waste and recycling program and project for consideration of funding for the next budget year and for grant fund applications. Status report and review of current programs.
- 3rd Quarter Finalize proposals for grant fund application. Status report and review of current programs.
- 4th Quarter Preparation of budget recommendations and programs for the upcoming budget year.

Section 11: Financing and Budget.

11.1 The County will prepare an annual solid waste management budget detailing the proposed expenditures and the anticipated revenues for the budget year.

11.2 The proposed budget will be reviewed with the Solid Waste Advisory Committee whose recommendation will be presented to the Solid Waste Council by October 1st of each year.

11.3 The Solid Waste Council will determine the programs and funding levels for the subsequent budget year (note: the budget year is coincident with the calendar year) and submit the proposed budget to the Chelan County Board of Commissioners by November 15th of each year.

11.4 The Chelan County Board of Commissioners shall adopt an annual solid waste budget not later than December 31st immediately prior to the budget year, and in the amount agreed upon by the Solid Waste Council.

11.5 The annual budget shall fund the adopted regional programs and the administrative costs to be incurred by the County in regional solid waste and hazardous waste programs and projects.

11.6 Each city shall annually budget for its share of the adopted solid waste program costs.

11.7 Each party's pro rata funding responsibility for annual program costs shall be calculated and determined based on the ratio of the population residing within that party's boundaries to the total population residing within the boundaries of all parties, i.e., the total population of the county; except, for the purposes of this agreement Chelan County shall be assessed only for the number of residents in the unincorporated area of the county. The parties' shares for each budget year shall be based on the latest population numbers published annually by the Office of Financial Management available on or before November 15th preceding the budget year.

11.8 The cities agree to pay their pro rata share of the annual program costs, as established in the adopted budget, by making quarterly installments with payments due each year by January 15th, April 15th, July 15th and October 15th.

Section 12: Property.

12.1 Unless otherwise agreed in a separate writing by the parties, real or personal property acquired by the Solid Waste Program shall be property of Chelan County.

12.2 Real or personal property leased or lent by a party in furtherance of this program shall remain the property of the title owner.

Section 13: City-Sponsored Programs and Projects.

13.1 This agreement provides for the funding and administration of solid waste and recycling programs and projects of a "regional" nature. Regional programs and projects shall be defined as programs or projects including two or more municipalities and can include a program or project sponsored jointly by a city and the county.

13.2 Nothing in this agreement shall preclude any city from administering or implementing any solid waste or recycling program, including collection, disposal, education, cleanup, and billings within its jurisdiction and at its expense.

Section 14: Legal Relations.

14.1 The parties agree that the County's relation to the other parties shall be at all times under this interlocal agreement as an independent contractor. Employees of the County are and will remain employees of the County.

Section 15: Dispute Resolution.

15.1 The parties' intention and commitment is that all parties will participate in good faith to resolve any conflict at the lowest administrative level possible. In the event that a dispute arises regarding any matter addressed in or related to this interlocal agreement and before any other action, the Parties agree to first attempt to resolve the dispute by a face-to-face meeting, or by a telephone call, between the Parties' authorized representatives. The Parties agree to participate in a good faith negotiation to resolve any such dispute.

15.2 If a program conflict or dispute arises at the technical or program administration level and remains unresolved, it shall be referred to the Chelan County Director of Public Works for resolution and whose decision shall be the final remedy.

15.3 Any unresolved program conflict or dispute at the Solid Waste Advisory Committee level shall be referred to the Solid Waste Council for resolution, whose decision shall be the final remedy.

15.4 This agreement shall be governed by the laws of the State of Washington.

15.5 The Chelan County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this interlocal agreement.

15.6 If any legal action or other proceeding is brought for the enforcement of this interlocal agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this interlocal agreement, each party shall pay its own attorney's fees incurred in that action, arbitration or proceeding.

Section 16: Applicable Laws.

16.1 The parties, in performance of this interlocal agreement, shall abide by all applicable federal, Washington State, and local laws, statutes, codes, ordinances, regulations, and rules.

Section 17: Contact Information.

17.1 The parties' authorized representatives and contact persons for administration of this agreement, communication, and service of all notices, except service of process are:

For Chelan County:

Chelan County Engineer
Chelan County Public Works Department
316 Washington Street, Suite 402
Wenatchee, WA 98801
Phone: 509.630.6415
Fax: 509.662.6250
Email: publicworks@co.chelan.wa.us

For the City of Cashmere:

Planning/Building Director
101 Woodring St
Cashmere, WA 98815-1034
Phone: 509-782-3513
Fax: 509-782-2840
Email: mail@cityofcashmere.org

With a copy to:

Board of County Commissioners
Chelan County
400 Douglas St, Suite 200
Wenatchee, WA 98801

With a copy to:

Mayor
City of Cashmere
101 Woodring St
Cashmere, WA 98815-1034

For the City of Chelan:

Planning Director
Public Works Director
135 E Johnson Ave
P.O. Box 1669
Chelan, WA 98816
Phone: 509-682-4037
Fax: 509-682-8009
Email: www.cityofchelan.us

For the City of Entiat:

Public Works Director
14070 Kinzel
P.O. Box 228
Entiat, WA 98822
Phone: 509-784-1500
Fax: 509-784-1112
Email: city@entiatwa.us

With a copy to:

Mayor
City of Chelan
P.O. Box 1669
Chelan, WA 98816

With a copy to:

Mayor
City of Entiat
P.O. Box 228
Entiat, WA 9882

(The remainder of this page is intentionally left blank.)

For the City of Leavenworth:
Public Works Director
700 Hwy 2
P.O. Box 287
Leavenworth, WA 98826
Phone: 509-548-5275
Fax: 509-548-6429
Email: www.cityofleavenworth.com

For the City of Wenatchee:
Public Works Director
1350 McKittrick Street, Suite A
P.O. Box 519
Wenatchee, WA 98807
Phone: 509-888-6200
Fax: 509-888-6201
Email: www.wenatcheewa.gov

With a copy to:
Mayor
City of Leavenworth
700 Hwy 2
P.O. 287
Leavenworth, WA 98826

With a copy to:
Mayor
City of Wenatchee
129 South Chelan Avenue
P.O. Box 519
Wenatchee, WA 98807

Section 18: Records.

18.1 Each party shall maintain books, records, documents and other materials relevant to its performance under this agreement. Each party shall retain all such books, records, documents and other materials for the longest applicable retention period under federal and Washington law. The records shall be kept available for and subject to inspection, review and audit by either party or its designee, any agency funding a portion of the project or authorized auditing or oversight entity, and the Washington State Auditor's Office.

Section 19: Waiver of Breach.

19.1 The waiver by other parties of the breach of any provision of this agreement by a party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such breaching party.

Section 20: No Assignment.

20.1 No party may assign its rights under this agreement.

Section 21: Incorporated Documents and Terms.

21.1 The following are incorporated into this interlocal agreement by reference:

21.1.1 Applicable federal, Washington State, and local laws, statutes, codes, ordinances, regulations, and rules;

21.1.2 The recitals contained in the preamble to this agreement; and

21.1.3 The 1993 Interlocal Agreement at Chelan County Auditor's file number 2457827.

Section 22: Severability.

23.1 In the event any term or condition of this interlocal agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this interlocal agreement are declared severable.

Section 23: Entire Agreement.

23.1 This interlocal agreement contains all the terms and conditions agreed upon by and between the Parties.

23.2 This agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall be identical and constitute one and the same interlocal agreement.

23.3 No other understandings, oral or otherwise, regarding the subject matter of this interlocal agreement shall be deemed to exist or to bind any of the parties hereto.

23.4 This agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall be identical and constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

SIGNATURE PAGE 2 OF 2

CHELAN COUNTY
BOARD OF COUNTY COMMISSIONERS

KEITH W. GOEHNER, Chairman

KEVIN OVERBAY, Commissioner

DOUG ENGLAND, Commissioner

ATTEST: CARLYE BAITY

Clerk of the Board

Date: _____

Lease Agreement for Storage and Office Facilities

Cashmere

2018-2021

This Lease, is made and entered into as of the _____ day of _____, 2017, by and between Chelan County, by and through the Board of Commissioners and Sheriff, (Lessee), whose address is 400 Douglas Street, Suite 201 Wenatchee, WA 98801, and the City of Cashmere, (Lessor), whose address is 101 Woodring Street, Cashmere, WA 98815.

WITNESSETH the parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. Whereas the Lessor, Cashmere, and Lessee, Chelan County, are participants in a law enforcement services contract effective for the years 2018 through 2021, whereby the Sheriff provides Cashmere with law enforcement services.
2. Lessor hereby leases to the Lessee the following described premises: space in the buildings and parking lot located at 101 Woodring St, Cashmere, WA, owned by the City of Cashmere, situated on Assessor's parcel number 23 19 04 930 236, and otherwise legally described as Plat of Woodring, Block 2, Lots 28 through 32. Said building and parking spaces consisting of portions of the first and second floors of Lessor's City Hall and the Lessor's garage as depicted by the shaded areas including descriptions shown on Exhibit A (attached and incorporated herein) to be used exclusively for Sheriff's office needs, equipment, and vehicle storage, and other uses at the discretion of the Sheriff.

3. To have and hold the premises with their appurtenances for the term beginning the 1st day of January, 2018 and ending the 31st day of December 2021. Rent due Cashmere from the Sheriff shall be \$34,687.65 annually, \$2,890.64 per month, payable by the 15th day of each month. The annual rent due and the corresponding monthly payments shall increase by 3.7% on January 1, 2019, and on each January 1st thereafter for the term of this lease. It is intended that this lease agreement shall be in effect during the same period that the law enforcement services contract is in effect.

4. The parties are authorized pursuant to RCW 39.34 to enter into this Agreement for Lease between municipal corporations. Lessee shall not assign this Lease and shall not sublet the premises.

5. The Lessor shall furnish to the Lessee, during the occupancy of the premises, under the terms of this Lease, as part of the rental consideration, the following:

Office and storage areas, parking and all utilities, excluding telephone.

6. Lessor shall, unless herein specified to the contrary, maintain the premises in good repair and tenable condition during the continuance of this Lease, except in case of damage arising from the acts or the negligence of the Lessee's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at any reasonable time, but only after 24 hour notice to Lessee, to enter and inspect the premises and to make any necessary repairs to the building.

7. The Lessee shall have the right during the existence of this Lease, to make alterations, attach fixtures, and erect additions, or structures or signs, in or upon the premises hereby leased, which

fixtures, additions or structures so placed in or upon or attached to the said premises shall be and remain the property of the Lessee and may be removed there from by the Lessee upon the termination of this Lease.

8. In the event the leased premises are destroyed or injured by fire, earthquake or other casualties so as to render the premises totally or partially unfit for occupancy, or the Lessor neglects, refuses, or is unable to restore said premises to their former condition, then the Lessee may terminate this Lease, but Lessor shall not be required to provide alternate premises.

9. It is understood that no guarantees, express, or implied, representations, promises or statements have been made by the Lessee or Lessor unless endorsed hereon in writing.

10. The Lessee shall not sublet or assign the premises nor allow any other person or business to use or occupy the premises without the prior written consent of the Lessor.

11. Upon default in any term or condition of this Lease, the Parties shall have the right to undertake any or all other remedies permitted by law.

12. This Lease shall be binding upon, and inure to the benefit of, the parties, their heirs, successors, and assigns.

13. Upon termination of the law enforcement services agreement between the Parties, this Lease shall terminate automatically.

APPROVED BY the City Council of the
City of Cashmere at an Open Public
Meeting on the _____ day of
_____, 2017.

CITY OF CASHMERE

By: _____
JEFF GOMES, Mayor

ATTEST:

KAY JONES, City Clerk

APPROVED BY the Chelan County Sheriff
On the _____ day of _____, 2017.

By: _____
Brian Burnett, Sheriff

ATTEST:

Carlye, Baity, Clerk of the Board

APPROVED BY
Chelan County Board of Commissioners
on the _____ day of _____, 2017.

By: _____
Keith Goehner, Chairman

By: _____
Doug England, Commissioner

By: _____
Kevin Overbay, Commissioner

Exhibit A-Map of Cashmere City Hall, Floors One and Two
101 Woodring St, Cashmere, WA 98815
Leased spaced is indicated by shaded areas

Cashmere City Hall

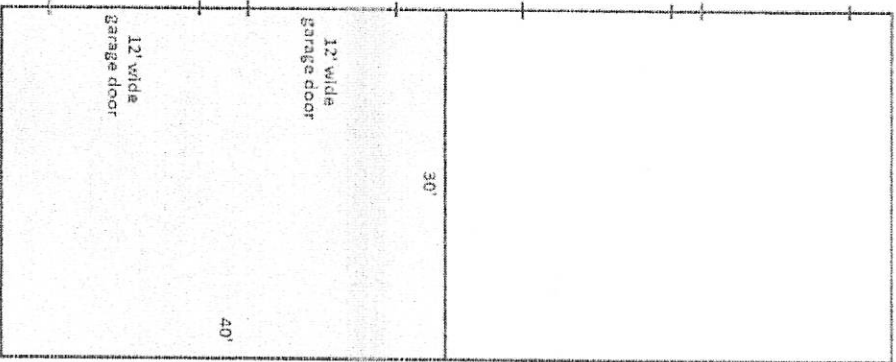
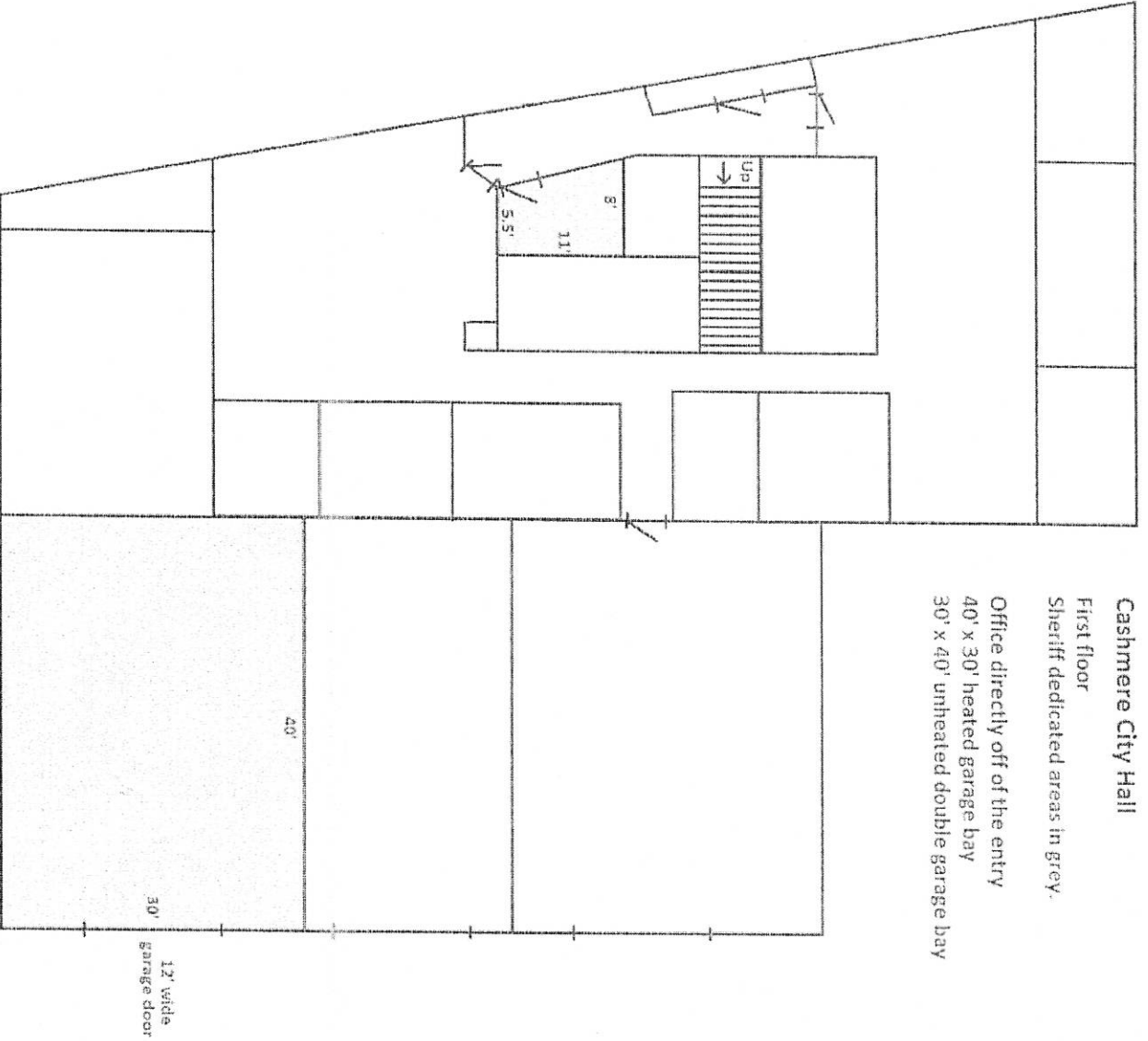
First floor

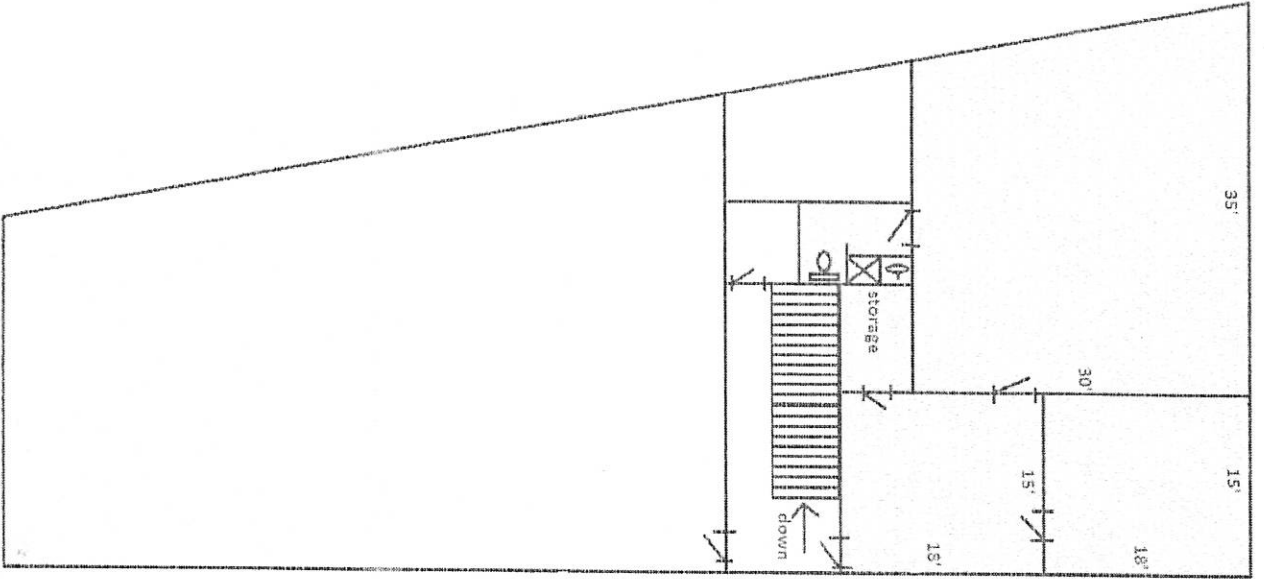
Sheriff dedicated areas in grey.

Office directly off of the entry

40' x 30' heated garage bay

30' x 40' unheated double garage bay





Cashmere City Hall

Second floor

Sheriff dedicated areas in grey.

Three rooms

Storage closet

Bath room



CHELAN COUNTY
REGIONAL JUSTICE CENTER

Curt Lutz, Director • Ron Wineinger, Deputy Director

401 Washington St. Level 2 • Wenatchee, WA 98801 • Phone: (509) 667-6462 • www.co.chelan.wa.us

November 8, 2017

Jeff Gomes, Mayor
City of Cashmere
101 Woodring St
Cashmere, WA 98815

RE; 2018 Chelan County Regional Justice Center Bed Rental Rate


Dear Mayor Gomes;

I am writing this letter to inform your agency that the 2018 Chelan County Regional Justice Center (CCRJC) bed rental rate will be increased to \$96.00 per bed day. This increase is being passed onto all customers of CCRJC. There have been increases to staff salaries, internal medical costs, vehicle costs, and all other supplies that have caused this increase.

I have enclosed an amendment to our annual inmate housing contract that reflects the 2018 per bed day rate based on the three year rolling average. CCRJC will be using the Seattle, Tacoma, and Bremerton CPI-U for the month of August 2018 as a factor to adjust the bed rate for 2019.

Please contact me if you have any questions, or wish to meet to discuss this rate.

Thank you


Curt Lutz, Director
Chelan County Regional Justice Center
Curt.Lutz@co.chelan.wa.us

Cc: Carlye Baity

**INTERLOCAL AGREEMENT BETWEEN CHELAN COUNTY, WASHINGTON AND THE CITY OF
CASHMERE, WASHINGTON, FOR THE HOUSING OF INMATES IN THE CHELAN COUNTY
REGIONAL JUSTICE CENTER**

This Amendment is made by Chelan County and the City of Cashmere for the purpose of amending the current contract entered into between Chelan County and the City of Cashmere.

Whereas the purpose of this contract amendment is to amend the rate.

The following section is amended, in part, as follows;

6. COMPENSATION

(b) Rate. The annual sum is based upon the average number of monthly post-release actual inmate usage generated from the City during the period from July 2014 to June 2017 with the daily cost per inmate varying per year. The daily cost per inmate rate will be \$96.00 per day beginning January 1, 2018. The parties agree that Chelan County will not charge the City a separate booking fee in addition to such annual compensation. The date of booking into CCRJC of the City's inmates, no matter how little time of a twenty-four (24) hour day it constitutes, shall count as one (1) day. The annual cost for 2018 will be \$26,086.32 with monthly payments calculated at the annual rate divided by twelve (12) months for a monthly rate of \$2,173.86.

All other provisions in the contract remain in full force and effect.

THIS CONTRACT AMENDMENT, consisting of two (2) pages, is executed by the persons signing below who warrant that they have the authority to execute this contract.

CITY OF CASHMERE, WA

BOARD OF CHELAN COUNTY
COMMISSIONERS

By: _____
Jeff Gomes, Mayor

Doug England, Chair

ATTEST:

Keith Goehner, Commissioner

Kay Jones, City Clerk

Kevin Overbay, Commissioner

DATED: _____

ATTEST:
Carlye Baity
Clerk of the Board

Approved as to Form:

DATED: _____

City of Cashmere Attorney

Curt Lutz, Director
Chelan County Regional Justice Center

Approved as to Form:

Douglas Shae, Chelan County Prosecutor

City of Cashmere Billing History: 2014-2017

2014	Billed based on usage
January	
February	
March	
April	
May	
June	
July	\$ 220.50
August	\$ 735.00
September	\$ 2,315.25
October	\$ 3,675.00
November	\$ 2,205.00
December	\$ 2,756.25
TOTAL	\$ 11,907.00
AVERAGE	\$ 1,984.50

2015	Billed based on usage
January	\$ 5,181.75
February	\$ 441.00
March	\$ 1,837.50
April	\$ 2,682.75
May	\$ 367.50
June	\$ 3,871.00
July	\$ 955.50
August	\$ 1,249.50
September	\$ 2,572.50
October	\$ 330.75
November	\$ 1,653.75
December	\$ 220.50
TOTAL	\$ 21,364.00
AVERAGE	\$ 1,780.33

2016	Billed based on usage
January	\$ 5,716.50
February	\$ 1,955.00
March	\$ 425.00
April	\$ 6,093.75
May	\$ 1,785.00
June	\$ 637.50
July	\$ 396.70
August	\$ 4,250.00
September	\$ 1,020.00
October	\$ 425.00
November	\$ 1,105.00
December	\$ 6,290.00
TOTAL	\$ 30,099.45
AVERAGE	\$ 2,508.29

2017	Billed based on usage
January	\$ 510.00
February	\$ 1,445.00
March	\$ 1,275.00
April	\$ 1,827.50
May	\$ 2,653.50
June	\$ 7,177.50
TOTAL	\$ 14,888.50
AVERAGE	\$ 2,481.42

Year	Total based on usage	Monthly Average (pro rated)
2014 (6-month)	\$ 11,907.00	\$ 992.25
2015	\$ 21,364.00	\$ 1,780.33
2016	\$ 30,099.45	\$ 2,508.29
2017 (6-month)	\$ 14,888.50	\$ 1,240.71

3 Year Average	\$ 26,086.32
3 Year Monthly Average	\$ 2,173.86

2017 Rate Per Month	\$ 2,399.11
2018 Rate Per Month	\$ 2,173.86



Wenatchee Valley Animal Care & Control
1474 S Wenatchee Avenue
Wenatchee WA 98801
509-662-9577 Ext 1
Fax: 509-662-7612

City of Cashmere - Quarterly Reports 3rd Quarter - 2017



Number of Investigated Incidents

July	11
August	13
September	12
Total	36

Number of Phone Calls Received: 79

Investigations of Interest

Citations Issued	0
Dangerous Dogs	0
Potentially Dangerous Dogs	0
Animal Bites	0

Number of Animals Received

Intake/Outcome	Dogs	Cats	Others
Owner Surrender	1	4	0
Stray	6	17	0
Adoption	3	7	0
Return to Owner	3	0	0