



City of Cashmere

101 Woodring Street
Cashmere, WA 98815
Ph (509) 782-3513 Fax (509) 782-2840
Website www.cityofcashmere.org

CASHMERE CITY COUNCIL MEETING
MONDAY, JULY 11, 2016 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

- June's Financial Report is on the website

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of June 13, 2016 Regular Council Meeting
2. Meeting of June 27, 2016 was cancelled
3. Payroll and Claims Packet Dated June 27, 2016
4. Payroll and Claims Packet Dated July 11, 2016

BUSINESS ITEMS

1. Sheriff Brian Burnett – Chelan County Sheriff's Office
2. Ordinance 1249 amending regulations regarding garbage, solid waste and recycling
3. Ordinance 1250 amending the B&O tax terminology for solid waste and recycling services
4. Resolution 02-2016 amending Resolution 02-2014 adopting General Utility and Billing policies
5. Resolution 03-2016 amending Resolution 01-2014 adopting rates and charges for General Licenses and Permits, and Miscellaneous Fees
6. Resolution 04-2016 repealing Resolution No 12-2012 current rates related to solid waste collection services
7. Selection of contractor for the 2016 Chip Seal Project

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, JUNE 13, 2016 AT CASHMERE CITY HALL

OPENING

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

ATTENDANCE

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

FLAG SALUTE

EXCUSE ABSENCE

Moved by Councilor Fletcher and seconded by Councilor Erickson to excuse the absence of Councilor Moore. Motion carried

ANNOUNCEMENTS & INFORMATION

Councilor Fletcher reported that he and Councilor Smith reviewed the Annual Financial report for 2015 and everything looks good.

Mayor Gomes reported that Waste Management has already started speaking with the commercial customers regarding container size and location.

Mayor Gomes reported on the meetings he attended the previous week.

PUBLIC COMMENT PERIOD

Larry Bruehl residing at 111 C White Birch addressed the council again regarding what he believes are code violations at 131 and 133 Cottage Avenue. Mr. Bruehl stated that the Building Inspector does not know what he's doing; the building doesn't meet building or fire code. He has spoke to the Building Inspector and the Mayor regarding his concerns and nothing has been done so now he's back to the council again. He wants something done.

Mayor Gomes asked Mr. Bruehl if he is a certified building inspector and Mr. Bruehl stated no. The Mayor stated that Mark Botello is a certified building inspector.

APPROVAL OF AGENDA

Mayor Gomes explained that Sheriff Burnett was unable to attend tonight's meeting. The Mayor removed Item #1 Sheriff Burnett-Annual Report presentation and added and an Executive Session to discuss personnel.

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

CONSENT AGENDA

Minutes of May 23, 2016 Regular Council Meeting
Payroll and Claims Packet Dated June 13, 2016

Claim Check Nos. #36863 through #36920 through totaling \$318,714.32

Payroll Check Nos. #36777 totaling \$2,623.78 making Claims total \$103,362.83

Confirm Mayor's appointment of new Planning Commission and Tree Committee members

Mayor Gomes requested three amendments in the minutes.

MOVED by Councilor Erickson and seconded by Councilor Moore to approve the consent agenda with the three amendments to the minutes. Motion carried

SELECTION OF LEAVENWORTH ELECTRIC & EXCAVATION FOR RIVERSIDE PARK UTILITIES

City Staff utilized the Small Works Roster for the installation of water, sewer and power for the second restrooms at Riverside Park. Out of the two companies that submitted bids the apparent low bidder was Leavenworth Electric and Excavation in the amount of \$24,808.91.

MOVED by Councilor Pratt and seconded by Councilor Fletcher to select Leavenworth Electric & Excavation for installation of utilities for the Riverside Park project and authorize the Mayor to sign contract documents. Motion carried.

SELECTION OF CONTRACTOR FOR CEMETERY ROAD PROJECT

City Staff utilized the Small Works Roster for the asphalt paving project at the Cemetery. Out of the three companies that submitted bids the apparent low bidder was Granite Construction in the amount of \$22,206.00.

The City budgeted \$15,000 for this project so a budget amendment will be required.

MOVED by Councilor Fletcher and seconded by Councilor Erickson to select Granite Construction for the asphalt paving project at the Cemetery and authorize the Mayor to sign contract documents. Motion carried.

SELECTION OF EVERGREEN SKATE PARKS FOR CASHMERE'S SKATE PARK DEVELOPMENT

City Staff utilized the Small Works Roster for the construction of the Skate Park at Riverside Park. Both bids came in at \$150,000 but with different design concepts. The Skate Park committee reviewed the two bids for design concepts, qualifications and past skate park development projects. The Committee recommended Evergreen Skate Parks.

MOVED by Councilor Erickson and seconded by Councilor Smith to select Evergreen Skate Parks for the construction of the Skate Park at Riverside Park and authorize the Mayor to sign contract documents. Motion carried.

SELECTION OF CONTRACTOR FOR THE SCHOOL LANE OVERLAY PROJECT

City Staff utilized the Small Works Roster for the School Lane overlay asphalt paving project. Out of the three bids submitted the apparent low bidder was Mitchell Paving & Trucking in the amount of \$55,160.50

MOVED by Councilor Erickson and seconded by Councilor Pratt to select Mitchell Paving & Trucking for the School Lane overlay project and authorize the Mayor to sign contract documents. Motion carried.

POSTPONEMENT OF THE RANK ROAD PROJECT TO SPRING OF 2017

On March 14, 2016 the City Council selected Smith Excavation for the Rank Road project and authorized the Mayor to sign the documents. At this time no documents have been signed.

After consulting with City Staff, RH2 Engineering and various paving contractors on the Rank Road project, the Mayor and staff would like to postpone the project until the spring of 2017. The consensus is that the project should be re-bid to include the asphalt grinding, shaping and grading for both Rank Road and Kennedy Road. Staff plans to re-bid in the fall of 2016 as one complete project for the work to be done in the spring of 2017.

MOVED by Councilor Smith and seconded by Councilor Fletcher to reject all bids for the Rank Road project and rebid the revised project for construction in 2017. Motion carried.

FIRE DEPARTMENT REQUEST FOR BUDGET AMENDMENT FOR VEHICLE REPAIR AND MAINTENANCE SERVICES

Fire Chief Matt Brunner addressed the council regarding a request for a budget amendment for vehicle repair and maintenance. He explained that in an effort to increase the life of Engine 21 he had plans to update the pumps, valves and electrical. Last year he updated the pumps and valves and the plan was to have the electrical updated in stages over the next few years. Due to miscommunication and an oversight with the contractor that was doing the electrical work on Engine 21 all of the electrical work was done at once instead of phasing over a few years. The total invoiced for the electrical upgrade was \$22,377.

MOVED by Councilor Fletcher and seconded by Councilor Smith to approve a budget amendment of \$25,000 in the 302 Capital Improvement fund and authorize payment of the \$22,377 invoice. Motion carried.

EXECUTIVE SESSION – To Discuss Personnel

At 6:54 p.m. Mayor Gomes closed the regular session to enter into an executive session to discuss personnel for approximately 15 minutes. No decisions will be made when back in regular session.

Regular session was reconvened at 7:12

PROGRESS REPORTS

Councilor Fletcher asked that since we now have new members on the Tree Committee that the council meet the members of the committee and discuss policies regarding trees.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:15 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer

Staff Summary

Date: July 11, 2016
To: City Council
From: Clerk-Treasurer Kay Jones
RE: Resolution 02-2016 Changes to General Utility & Billing Policies

Staff has made several changes to the General Utility and Billing Policies.

In the section regarding interruption of service for non-payment, the meaning has not changed, however the City Attorney requested the language to be clarified.

Changes to the section regarding service charges are due to the proposed change in the Water/WW Department hours. This change will mostly affect the customers that have been shut off for non-payment of their utility bill. If the customer comes in after 2:30 to bring their bill current they will be required to pay an additional charge above the normal \$60.00 reconnection charge to have a crewman called out to make the reconnection. The alternative is to wait until the next morning to have the reconnection performed.

Changes to the senior/disabled rate discount section are to bring our policy in line with the current RCWs that govern rate discounts.

The following sections have been removed since the City will no longer be providing the service. The Garbage and Solid Waste pickup section has been taken out, along with weekly grass pickup and mulching center. Curbside recycling is also removed.

There are also some minor housekeeping changes included in this exhibit.

Staff Recommendation: Move to adopt Resolution 02-2016 General Utility and Billing Policies effective October 1, 2016

CITY OF CASHMERE, WASHINGTON

RESOLUTION NO. 02-2016

**A RESOLUTION AMENDING RESOLUTION 02-2014 ADOPTING
GENERAL UTILITY AND BILLING POLICIES IN THE CITY OF
CASHMERE, WASHINGTON**

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

Section 1. The General Utility and Billing policies adopted in Resolution 02-2014 are hereby amended as set forth on Exhibit "A" attached hereto and incorporated herein are hereby adopted by the Cashmere City Council and shall be effective in the City of Cashmere immediately.

Section 2. This Resolution shall be effective October 1, 2016.

Passed by the City Council of the City of Cashmere, Washington, and approved by the Mayor at an open public meeting on this _____ day of _____, 2016.

CITY OF CASHMERE

By: _____
Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk/Treasurer

GENERAL UTILITY AND BILLING POLICIES

BILLING FOR SINGLE-FAMILY, AND MULTI-FAMILY DWELLINGS

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

BILLING FOR COMMERCIAL BUILDINGS

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

OWNER OF RENTAL PROPERTIES RESPONSIBILITIES

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

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

METER READING, BILLING, AND ADJUSTMENTS

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

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

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

PAYMENT OF UTILITY BILLS (CMC 13.01.120)

All charges are due by 5:00 p.m. on the last business day of the month in which the bills are issued, and become delinquent immediately after 5:00 at which time a delinquency penalty will

be assessed. The last business day of the month is defined as the last day the City office is open and excludes weekends and City holidays.

- See "Interruption of service for Non-Payment".

UTILITY EQUAL PAYMENT PLAN

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

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

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

AUTOMATIC PAYMENT PLAN (RCW 80.28.010)

The City has the capability to automatically debit your utility payment directly from your checking or savings account.

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

TERMINATION NOTICE FOR DELINQUENT UTILITY ACCOUNT (CMC 13.01.120)

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

INTERRUPTION OF SERVICE FOR NON-PAYMENT (CMC 13.01.120)

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

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

The service fee is owed as of payable after 10:00 a.m. the day of the scheduled utility service shut off regardless of whether the or not service has been shut off.

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

RETURNED ITEMS

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

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

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

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

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

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

DEFERRED PAYMENT PROGRAM

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

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

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

CHANGE OF OCCUPANCY

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

SERVICE CHARGES (CMC 13.01.070 C)

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

After Hours Connection/Callout Charge

Public works department hours are ~~7:00~~6:30 a.m. to ~~3:30~~3:00 p.m. There will be an additional charge, which shall include the account service charge, for connection of service or other overtime calls that require public works personnel attention after ~~3:00~~2:30 p.m.

TRANSFER OF PREVIOUSLY UNPAID ACCOUNTS

The City may transfer to an existing or new service account any unpaid charges for service previously furnished to the same customer at any location in the City's service area. The City may permit arrangements for payment of such transferred balance under the guidelines and procedures of the Section entitled "Deferred Payment Program". The City may apply any payment received from the customer toward the customer's transferred balance.

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

A rate discount is available to qualifying low-income seniors ~~62~~65 years and older and low income disabled authorized in State of Washington RCW 74.38.070. The rate discount will not exceed the amount of the monthly bill and will be applied to one account only. To qualify for the discount applicants must provide satisfactory proof of each of the following in the applicant's respective category:

Low Income Seniors

1. Age ~~62~~65 or older
2. Total household income of less than 40% of the state median income for the size of the family. RCW 74.38.020 (6)

3. Ownership and/or occupancy of property being served utilities within the City's service area.
4. Utility service must be contracted by a person qualifying for the discount

Low Income Disabled

1. Physical disability prior to application as defined in State of Washington R.C.W. 46.16.381 (1) (a) through (g) qualifying for special parking privileges or a blind person as defined in R.C.W. 74.18.020(4)
2. Household income less than 40% of the state median income for the size of the family. RCW 74.38.020 (6)
3. Ownership or occupancy of property being served utilities within the City's service area.
4. Utility service must be contracted by the disabled person requesting the discount

MANUFACTURED HOME PARKS

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

Vacant Spaces

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

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

Required Documentation

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

MISCELLANEOUS BILLS

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

Late Payments

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

Payment default

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

~~GARBAGE/SOLID WASTE PICKUP~~

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

~~Available for collection includes:~~

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

~~CONTAINER REQUIREMENTS~~

~~Residential requirements:~~

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

~~Commercial Requirements:~~

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

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

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

~~CHANGES IN SERVICE~~

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

~~VACATION/VACANCY SERVICE SUSPENSION~~

- ~~A. Minimum vacation suspension is one calendar month.~~
 - ~~B. Notice is required at least 24 hours before the beginning of the month.~~
- ~~Exception: Charges will be prorated if the water service is also disconnected.~~

~~WEEKLY COLLECTION~~

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

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

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

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

~~BRUSH DISPOSAL~~

~~WEEKLY GRASS CLIPPING PICKUP~~

~~No woody material will be accepted. Residents provide one, two, or three 35-gallon cans to hold the trimmings, clearly identified on the outside that it is grass and placed near the garbage can pickup area by 7:00 a.m. each Monday. This service will be provided beginning the first Monday in April through the last Monday of October.~~

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

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

~~MULCHING CENTER (CMC 8.14)~~

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

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

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

SEMI-ANNUAL BRUSH PICKUP

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

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

SPECIAL BRUSH PICKUP

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

~~**CURBSIDE RECYCLING**~~

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

DEVELOPMENT FEE POLICIES

General Information on Fees

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

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

BUILDING PERMIT POLICIES

APPLICATION REQUIREMENTS

Building permit applications may be submitted at City Hall.

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

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

Building permits are required for -

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

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

Staff Summary

Date: July 11, 2016
To: City Council
From: Clerk-Treasurer Kay Jones
RE: Resolution 03-2016 Changes to rates and fees

Due to the repeal of sanitation fees, we have added the fees for the semi-annual and special brush pick up to the General Licenses, Permits and Miscellaneous Fees resolution.

The only change to the current rates and fees for general licenses and permits is the addition of fees for brush pick up.

Staff Recommendation: Move to adopt Resolution 03-2016 General Licenses, Permits and Miscellaneous Fees effective October 1, 2016

CITY OF CASHMERE, WASHINGTON

RESOLUTION NO. 03-2016

A RESOLUTION AMENDING RESOLUTION 01-2014 ADOPTING RATES AND CHARGES FOR GENERAL LICENSES, PERMITS AND MISCELLANEOUS FEES FOR OTHER SERVICES AND PENALTIES IN THE CITY OF CASHMERE, WASHINGTON

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

Section 1. The rates for general licenses and permits, and other services and penalties adopted in Resolution 01-2014 are amended as set forth on Exhibit "A" attached hereto and incorporated herein are hereby amended by the Cashmere City Council and shall be effective in the City of Cashmere immediately.

Section 2. This Resolution shall be effective October 1, 2016.

Passed by the City Council of the City of Cashmere, Washington, and approved by the Mayor at an open public meeting on this _____ day of _____, 2016.

CITY OF CASHMERE

By: _____
Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk/Treasurer

GENERAL LICENSES, PERMITS AND MISCELLANEOUS FEES

Business License

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

Sign Permit

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

Fireworks Permit

Permit fee	\$50.00
Refundable Bond	\$300.00

Vendor Permit

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

Special Use Permit

Permit fee	\$20.00
Electricity fee	\$20.00

Fire & Life Safety Permit

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

Dog License Fees

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

Street Right-of-Way Permits

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

Brush Pick up

Semi-annual brush pick up \$20.00 per front-end loader scoop (\$20 Minimum)

Special Brush Pick up \$15.00 special pick up fee plus \$20.00 per front-end loader scoop (\$35.00 minimum)

Building Permits

Demolition

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

Fences

\$5.00

General inspection fee

\$50.00

Propane tank

\$50.00

Underground Storage tank

\$45.00

Wood Stoves

\$50.00

New Construction

\$1 to \$500

\$24.00

\$501 to \$2,000

\$24 for the first \$500; plus \$3 for each additional \$100 or fraction thereof, to and including \$2,000

\$2,001 to \$40,000

\$69 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof, to and including \$40,000

\$40,001 to \$100,000

\$487 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000

\$100,001 to \$500,000

\$1027 for the first \$100,000; plus \$7 for each additional \$1,000 or fraction thereof, to and including \$500,000

\$500,001 to \$1,000,000

\$3,827 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000

\$1,000,001 to \$5,000,000

\$6,327 for the first \$1,000,000; plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000

\$5,000,001 and over

\$18,327 for the first \$5,000,000; plus \$1 for each additional \$1,000 or fraction thereof

Development Fee Schedule

Shoreline/JARPA Permit(One or multiple permits)	\$1,000.00
Short Plat Preliminary Review (1 to 4 Lots)	\$250.00 plus \$50.00 per lot
Short Plat Final Review	\$250.00
Major Subdivision Preliminary Review (5 or more Lots)	\$600.00 plus \$50.00 per lot/unit
Major Subdivision Final Review	\$250.00
Major Subdivision Alteration/Amendment	\$600.00
Short Plat Alteration/Amendment	\$250.00
Planned Unit Development Preliminary Review	\$600.00 plus \$50.00 per lot/unit
Planned Unit Development Final	\$250.00
Boundary Line Adjustment	\$150.00
Variance/Conditional Use Permit	\$600.00
Binding Site Plan Preliminary Review	\$600.00 plus \$50.00 per lot/unit

Binding Site Plan Final Review	\$250.00
Binding Site Plan Alteration or Vacation	\$250.00
Annexation	\$1,500.00
Appeal/Motions for Reconsideration	\$600.00 plus any direct costs billed to City
Hearing Examiner, staff time, consultant time and if utilized, City legal counsel and/or specialized study services	Full reimbursement of costs billed to City. (Staff time will be billed at \$40.00 per hour)

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

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

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

Miscellaneous Fees and Penalties

Delinquency Fee	\$25.00
Service Fee (Service Interruption)	\$60.00 before 3:00 p.m. \$140.00 after 3:00 p.m., holidays or weekends
Returned item fee	\$ 25.00
New account service charge	\$ 10.00
After hours connection/call-out fee	\$ 75.00
Miscellaneous bill late fee	\$ 10.00
Miscellaneous bill interest charge for payments made on past due or billing agreement balances over \$50.00.	\$ 5.00 or 12% a.p.r., whichever is greater
8 1/2 x 11 color maps	\$ 0.50
11 x 17 color maps	\$ 2.00
Photocopies (per page)	\$ 0.15

RESOLUTION NO. 04-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, REPEALING CITY RESOLUTION NO. 12-2012, REPEALING CURRENT RATES RELATED TO SOLID WASTE COLLECTION SERVICES.

WHEREAS, the City has entered into a Contract for Solid Waste Collection Services with Waste Management of Washington, Inc., effective October 1, 2016; and

WHEREAS, as a result of entry into the aforementioned Contract, the Contract provisions will provide for rates and rate increases with respect to residential solid waste and recycling services and commercial and industrial solid waste collection services; and

WHEREAS, entering into the Contract necessitates adoption of this Resolution to conform the City rate structures to the Contract; and

WHEREAS, the Mayor and City staff recommend approval of this Resolution and the City Council concurs with that recommendation; now, therefore,

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

Section 1. City Resolution No. 12-2012 is hereby repealed.

Section 2. This Resolution shall be effective October 1, 2016.

RESOLVED the ____ day of _____, 2016.

APPROVED:

MAYOR JEFF GOMES

ATTEST/AUTHENTICATED:

KAY JONES, CITY CLERK
{CDZ1467671.DOC;1/0W834.070003/ }
RESOLUTION NO. 04-2016
Page 1 of 1.

Staff Summary

Date: July 11, 2016
To: City Council
From: Clerk-Treasurer Kay Jones
RE: Ordinance No. 1249 amending regulations regarding solid waste and recycling and termination of the mulching center operations

This ordinance amends several sections of the Cashmere Municipal Code due to the contract with Waste Management for solid waste collection services.

Also, after careful consideration, the mayor and staff have decided it is in the best interest of the City to close the mulching center to the public. This would eliminate payroll at the mulching center and should slow the accumulation of waste at the mulching center, which is becoming a liability.

We will continue to perform the semi-annual and special brush pick ups. All other yard material (brush and grass) can be taken to the Dryden Transfer Station. It is assumed that some citizens will put bagged grass in their solid waste cart as is the practice in other areas.

STAFF RECOMMENDATION:
MOVE TO ADOPT ORDINANCE NO 1249

ORDINANCE NO. 1249

AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, AMENDING CHAPTER 8.16 OF THE CASHMERE MUNICIPAL CODE AMENDING REGULATIONS RELATED TO GARBAGE, SOLID WASTE AND RECYCLING; AMENDING SECTION 13.01.010 OF THE CASHMERE MUNICIPAL CODE TO CONFORM CITY CODE PROVISIONS TO THE PROVISIONS OF THE CITY'S CONTRACT FOR SOLID WASTE COLLECTION SERVICES, WHICH IS MADE AN ORDINANCE OF THE CITY; REPEALING CHAPTER 8.14 OF THE CASHMERE MUNICIPAL CODE TERMINATING THE CITY MULCHING CENTER OPERATION; AMENDING ALL EXISTING PROVISIONS IN CONFLICT WITH THIS ORDINANCE; CONTAINING A SEVERABILITY PROVISION; AND SETTING AN EFFECTIVE DATE OF OCTOBER 1, 2016.

WHEREAS, on May 23, 2016, the City Council approved a Contract for Solid Waste Collection Services effective October 1, 2016 (hereinafter the "Contract") with Waste Management of Washington, Inc. (hereinafter the "Contractor"); and

WHEREAS, the approval of the Contract resulted in the need for changes to the City Code as effective October 1, 2016 the City will no longer provide solid waste collection services; and

WHEREAS, the Mayor and City staff have reviewed this Ordinance and recommend adoption of the Ordinance to the City Council and the City Council concurs that adoption of this Ordinance is in the best interest of the public health, safety and welfare of the citizens of the City; NOW, THEREFORE,

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

FOLLOWS:

{CDZ1467573.DOC;1/0W834.070003/ }

ORDINANCE NO.

Page 1 of 10

Section 1. Chapter 8.16 of the Cashmere Municipal Code is hereby amended to read

as follows:

Chapter 8.16
~~GARBAGE AND SOLID WASTE AND RECYCLING~~

Sections:

~~**8.16.010 Purpose.**~~

~~**8.16.015 Contract for Solid Waste Collection Services.**~~

~~**8.16.020 Collection – Administration.**~~

~~**8.16.025 Mandatory Collection.**~~

~~**8.16.030 Collection by city not required when.**~~

8.16.040 Definitions.

8.16.050 Containers – Requirements and placement.

8.16.060 Overloading prohibited.

8.16.070 Return trips/special pickups.

8.16.080 Collection schedule – Days of service – Holidays.

8.16.090 Litter prohibited.

8.16.100 Unlawful disposal.

~~**8.16.110 Refuse Solid waste and recycling collection rates to be established by resolution.**~~

~~**8.16.010 Purpose.**~~

~~It is the intention of this chapter to make compulsory and mandatory the collection and weekly removal of solid waste from all premises in the city for the maintenance of health and sanitation.~~

~~**8.16.015 Contract for Solid Waste Collection Services.**~~

~~Solid waste collection services and residential recycling services shall be provided pursuant to a Contract between the City and an independent entity, the Contractor, pursuant to a Contract negotiated between the City and the Contractor and approved by the City Council and as the same may be amended or extended from time to time. The Contractor shall be responsible for all Customer billing and collection.~~

~~**8.16.020 Collection – Administration.**~~

~~The collection and disposal of all solid waste in the city shall be provided by the city, and shall be collected and transported, and disposed of, as scheduled and with equipment, facilities and places provided by the city, except as hereinafter provided.~~

8.16.025 Mandatory Collection.

It is mandatory for all improved premises in the city to be served with and to pay for solid waste collection services provided by the Contractor under Contract with the city.

~~8.16.030 Collection by city not required when.~~

~~A. The city may waive the requirement of CMC 8.16.020 when the type or volume of solid waste makes it impractical for the city to deliver service; such as solid waste materials not accepted by the city or at the regional solid waste disposal site, all hazardous materials, solid waste with excessive weight or volumes. The city shall consider each situation which may make it impractical for the city to collect and dispose of solid waste on a particular premises or in particular localities. After inspection of the premises and decision that the particular premises or particular localities may be more conveniently or practically serviced privately, the city clerk-treasurer shall be so informed, in writing. Billing will then be discontinued at the premises or property concerned for solid waste services. Any customer who is denied a waiver of the requirement of CMC 8.16.020 may appeal the denial to the Cashmere city council within 10 days following the denial. The city council shall hear the matter at its next regularly scheduled meeting and may affirm, modify or reverse the denial.~~

~~B. At such time as the conditions that existed for approval of the waiver above no longer exist the waiver will terminate and the city shall resume solid waste service to that premises.~~

8.16.040 Definitions.

For the purposes of this chapter, ~~the following~~ words shall have the meanings ~~ascribed to them~~described in the Contract and for other words shall have their common meanings. Certain terms as used in this Chapter are defined as follows:

“Ashes” means the residue from the burning of wood, coal, and other combustible materials.

“Cart” means a ~~cityContractor-approved-provided~~ wheeled cart that is a plastic container designed for and used with an automated hydraulic lifting mechanism; fitted with a sturdy handle and a cover; rodent and insect resistant; and capable of holding collected liquids without spilling when in an upright position.

~~“Commercial customer” shall mean a business required to obtain a city of Cashmere business license pursuant to Chapter 5.04 CMC with the exception of the following: (1) home occupations pursuant to CMC Title 17; (2) family day care centers providing care for 12 or fewer children; (3) adult family homes.~~

“Container” means any receptacle provided by the ~~cityContractor~~ for solid waste disposal ~~including carts and dumpsters.~~

"Contract" shall mean the Contract between the City and the entity providing solid waste and recycling services.

"Contractor" shall mean the entity providing solid waste and recycling services in the City pursuant to a Contract with the City.

"Curb" or "curbside" means on the city right-of-way without blocking sidewalks, and with minimal disruption of on-street parking. If extraordinary circumstances preclude such a location, curbside shall be considered a placement determined by the city and convenient to the city's equipment.

"Customer" means any person, firm, association, institution, public or private corporation, political subdivision, government entity, municipality, industry, individual, partnership, co-partnership or other entity whatsoever that ~~has entered into a contract for utility services with the city of Cashmere~~ is required to have solid waste collection services. The term shall also mean the occupant or the owner of the ~~p~~Premises for which service is rendered.

~~"Dumpster" means a one and one-half yard (300-gallon) stationary container. "Dumpster, temporary" means a dumpster, in addition to the usual container, delivered to a premises on a short term temporary basis for special needs of the customer.~~

"Hazardous waste" means (1) all waste defined or characterized as hazardous by the federal Solid Waste Disposal Act (42 USC 3251 et seq.), as amended, including the Resource Conservation and Recovery Act of 1976 (42 USC 6901 et seq.) and all future amendments thereto, or regulations promulgated thereunder and (2) all waste defined or characterized as hazardous by the principal agencies of the state of Washington having jurisdiction (including without limitation the Department of Ecology). Hazardous waste shall not include incidental household hazardous waste or small quantity generator waste that is commingled with solid waste.

~~"Multifamily dwelling unit" means a building containing three or more dwellings.~~

"Person" means any person, firm, association, institution, public or private corporation, industry, individual, partnership, or other entity whatsoever. The term shall also mean the occupant and/or the owner of the premises for which service is rendered.

"Premises" means any ~~building (including manufactured homes)~~ lot, parcel, real estate or land or portion of land ~~whether improved or unimproved, containing any structure, and~~ including adjacent sidewalks and parking strips and including, but not limited to, dwellings, manufactured homes, apartments, rooming or boardinghouses, hotels, clubs, restaurants and other eating places, shops and other places of business or commerce, industrial sites, or any other building or structure, public or private.

~~“Residential” means any single-family dwelling, duplex or manufactured home, including those in manufactured home parks, whereby solid waste collection service is provided to each unit individually.~~

“Solid waste” means all putrescible and nonputrescible solid, semi-solid, and liquid wastes, including residential garbage, trash, refuse, paper, rubbish, ashes, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes. The term “solid waste” as used herein does not include: hazardous waste; designated waste or contaminants which may be injurious to personnel engaged in solid waste handling, including but not limited to infectious waste, acids, explosives, radioactive material and septic tank pumping; dead animals; large mechanical devices; nor any materials that are, or in the future become, prohibited from receipt, handling or disposal as municipal solid waste by state, federal or local law, regulation, rule, code, ordinance, order, permit or permit condition.

8.16.050 Containers – Requirements and placement.

A. Solid waste accumulated on any ~~residential or commercial p~~remises in the city shall be deposited in ~~e~~Containers provided by the ~~city~~Contractor.

B. Each owner or occupant is responsible for lost, damaged, stolen or missing ~~e~~Containers due to misuse or negligence by the ~~Customer~~. A charge will be assessed for the actual cost of replacement or repair of the ~~e~~Container.

C. Containers shall be kept in a clean and sanitary condition, inside and out, and a cleaning fee ~~will~~may be assessed for ~~e~~Customer-requested cleaning by the ~~city crew~~Contractor.

D. Carts shall be placed adjacent to the street so as to allow pickup by ~~7~~6:00 a.m. on the scheduled pickup day ~~(6:00 a.m. for commercial)~~for residential collection services, and removed from curbside the same day following collection. For commercial industrial and/or institutional properties that abut or are located across an alley from residential property, Carts or Containers shall be placed in the area agreed upon between the Customer and Contractor for pickup by 5:00 a.m. on the scheduled pickup day and returned to their normal location the same day after collection occurs. For all other commercial, industrial and/or institutional properties, the Carts or Containers shall be placed in the area agreed upon between the Customer and Contractor for pickup by 4:00 a.m. on the scheduled pickup day and returned to their normal location the same day after collection occurs.

E. The ~~city~~Contractor shall determine what location is best suited for alley or curb pickup, and the specific location for such pickup based upon considerations of vehicle access, site-specific conditions and operational efficiency and convenience. For residential areas, curbside pickup is required unless otherwise approved by the ~~city~~Contractor.

F. All access to eContainers shall have sufficient overhead clearance and minimum distance from structures and other eContainers to allow pickup by the automated truck. Containers not placed for access free of any obstructions shall be subject to an additional service fee for the truck driver to relocate the eContainer for accessibility.

G. Enclosures which restrict or prevent access by the automated equipment shall be prohibited.

8.16.060 Overloading prohibited.

A. Loading eContainers in a manner which is likely to cause damage to the collection vehicle, eContainer, create a litter condition or impede collection is prohibited. Overloading eContainers occurs when the weight capacity is exceeded or when objects project outside the eContainer.

B. ~~Collection may be declined for an overfilled container.~~ All solid waste shall fit completely inside the eContainer in such a way that the lid closes tightly, and shall be broken or cut up so as to fall freely from the eContainer.

C. If the eContainer is consistently overfilled, a notice shall be ~~mailed~~ provided to the Customer and the Customer shall be offered the choice of a larger eContainer or more eContainers and the Customer shall be billed by the Contractor accordingly.

8.16.070 Return trips/special pickups.

A. A return trip charge will be assessed where a collection vehicle must return to collect materials for any reason except ~~department~~ Contractor fault or error.

B. A special pickup charge will be assessed for Customer-requested additional service outside the scheduled regular weekly service.

8.16.080 Collection schedule – Days of service – Holidays.

Solid waste collection is provided Monday through Friday, ~~beginning at 7:00 a.m. (6:00 a.m. for commercial)~~ except on city Contractor-observed holidays as set forth in the Contract.

8.16.090 Litter prohibited.

No solid waste or waste shall be scattered or allowed to become scattered in or on any street, alley or place in the city. The Customer shall at all times remain responsible to keep premises free and clear of litter. The Customer must accept all risk and responsibility for litter, unsanitary or unsafe conditions of premises, or dumping or spillage of solid waste, including illegal dumping.

8.16.100 Unlawful disposal.

A. It shall be unlawful for a person without authorization to dispose of solid waste in any eContainer or dumpster or other location belonging to another. The penalty for such unauthorized disposal shall be a civil penalty of not more than \$1,000 for each offense.

B. It shall be unlawful for any person to bury, burn, dump, collect, remove, or in any other manner dispose of solid waste except as provided in this chapter.

C. The following shall not be deposited or discarded into any commercial or residential cart, eContainer or receptacle:

1. Dead animals over 15 pounds;
2. Sewage;
3. Hot ashes;
4. Household hazardous waste;
5. Asbestos material;
6. Uncertified roofing materials;
7. Commercial cooking grease or oil;
8. Tires;
9. Dangerous waste;
10. Radioactive wastes;
11. Explosives;
12. Rocks, sod, concrete.

D. The following items may be deposited or discarded into a commercial or residential cart with proper preparation, including:

1. Food waste such as meat, scraps, and cooking grease shall be wrapped in a leakproof bag or eContainer.
2. Dead animals 15 pounds or under shall be double wrapped in a closed, leakproof bag or eContainer.
3. Human or animal excrement (including excrement from disposable diapers) shall be wrapped in a closed, leakproof bag or eContainer.

8.16.110 ~~Refuse~~ Solid waste and recycling collection rates ~~to be established by resolution.~~

~~The city council shall establish and, as deemed appropriate, amend by resolution rates to be paid for solid waste disposal.~~ A. The rates for solid waste collection services shall be as established in the Contract and may be increased as provided in the Contract.

B. Low income senior citizens and low income disabled persons, as defined in Chapter 13.20 of the Cashmere Municipal Code and as may be further defined by resolutions adopted pursuant to said Chapter, shall receive a reduction in the applicable rate as provided in the Contract. In order to receive the rate reduction, the qualified applicant must be an individual who pays a residential collection rate as further described in the Contract.

Section 2. Section 13.01.010 of the Cashmere Municipal Code is hereby amended to read as follows:

13.01.010 Departments established.

There are established and created a ~~sanitation department and~~ water and wastewater department. ~~The sanitation department shall manage and operate city refuse collection, refuse disposal and recycling programs.~~ The water and wastewater department shall manage and control city-owned water and wastewater systems and the supply of water and wastewater services. The street department shall manage and control the storm water runoff and drain system.

The services for water, wastewater, ~~refuse collection, recycling and disposal,~~ and the storm water drain system may be referred to collectively as "city utility services" and shall remain under the control, supervision and direction of the mayor's designee within the requirements established by the mayor and council through adopted ordinances, policies and budget constraints.

Section 3. Chapter 8.14 of the Cashmere Municipal Code is hereby repealed, terminating the publicly available City Mulching Center operation.

Section 4. Adoption of Contract as Ordinance. The Contract for Solid Waste Collection Services effective October 1, 2016 between the City and Waste Management of Washington, Inc., and signed by Waste Management of Washington, Inc. May 13, 2016 and approved by the City Council on May 23, 2016, including all Exhibits thereto, is hereby adopted as an Ordinance of the City.

Section 5. **General Repealer.** To the extent any existing City Ordinances or provisions of the City Code, City Resolutions, or other City regulations conflict with the provisions of this Ordinance, then the provisions of this Ordinance shall prevail and the conflicting provisions of the other City Ordinances, City Code, City Resolutions, or City regulations shall be and hereby are amended to conform to the provisions of this Ordinance.

Section 6. If any section, sentence, clause, or phrase of this Ordinance shall 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 7. The City Clerk/Treasurer is directed to publish a summary of this Ordinance consisting of the title.

Section 8. This Ordinance shall be effective October 1, 2016.


APPROVED:

MAYOR JEFF GOMES

ATTEST/AUTHENTICATED:

KAY JONES, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

BY: 

CHARLES D. ZIMMERMAN

FILED WITH THE CITY CLERK	:	<u>6/30/16</u>
PASSED BY THE CITY COUNCIL	:	_____
PUBLISHED	:	_____
EFFECTIVE DATE	:	_____
ORDINANCE NO.	:	_____

SUMMARY OF ORDINANCE NO. _____

of the City of Cashmere, Washington

On the _____ day of _____, 2016, the City Council of the City of Cashmere, Washington, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, AMENDING CHAPTER 8.16 OF THE CASHMERE MUNICIPAL CODE AMENDING REGULATIONS RELATED TO GARBAGE, SOLID WASTE AND RECYCLING; AMENDING SECTION 13.01.010 OF THE CASHMERE MUNICIPAL CODE TO CONFORM CITY CODE PROVISIONS TO THE PROVISIONS OF THE CITY'S CONTRACT FOR SOLID WASTE COLLECTION SERVICES, WHICH IS MADE AN ORDINANCE OF THE CITY; REPEALING CHAPTER 8.14 OF THE CASHMERE MUNICIPAL CODE TERMINATING THE CITY MULCHING CENTER OPERATION; AMENDING ALL EXISTING PROVISIONS IN CONFLICT WITH THIS ORDINANCE; CONTAINING A SEVERABILITY PROVISION; AND SETTING AN EFFECTIVE DATE OF OCTOBER 1, 2016.

The full text of this Ordinance will be mailed upon request.

DATED this _____ day of _____, 2016.

CITY CLERK-TREASURER, KAY JONES

ORDINANCE NO. 1250

AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, AMENDING SUBSECTION C OF SECTION 5.10.030 OF THE CASHMERE MUNICIPAL CODE AMENDING THE BUSINESS AND OCCUPATION TAX TERMINOLOGY FOR SOLID WASTE AND RECYCLING SERVICE; CONTAINING A SEVERABILITY PROVISION; AND SETTING AN EFFECTIVE DATE OF OCTOBER 1, 2016.

WHEREAS, the City has entered into a Contract for Solid Waste Collection Services effective October 1, 2016 with Waste Management of Washington, Inc.; and

WHEREAS, Waste Management of Washington, Inc., pursuant to the aforementioned Contract will be providing residential solid waste and recycling services for a single fee; and

WHEREAS, in order to avoid any confusion with respect to the business and occupation tax provisions of the City Code, the City staff recommends this Ordinance be enacted and the Mayor and City Council concur that adoption of this Ordinance is in the best interest of the public health, safety and welfare of the citizens of the City; NOW, THEREFORE,

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

Section 1. Subsection C of Section 5.10.030 of the Cashmere Municipal Code is hereby amended to read as follows:

5.10.030 Tax levy.

There is hereby levied upon and there shall be collected from every person, firm or corporation, including the City, engaged in carrying on the following business for hire or for sale of a commodity or a service a tax for the privilege of doing business as defined in this section:

C. There is hereby levied a tax on the sale and service of garbage solid waste and recycling collection and disposal service provided in the City equal to 10 percent of the gross revenue derived from sales and service of such garbage solid waste and recycling collection and disposal service.

Section 2. If any portion of any section, sentence, clause, or phrase of this Ordinance shall 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 portion of that section, sentence, clause, or phrase of this Ordinance.

Section 3. The City Clerk/Treasurer is directed to publish a summary of this Ordinance consisting of the title.

Section 4. This Ordinance shall be effective October 1, 2016.

APPROVED:

MAYOR JEFF GOMES

ATTEST/AUTHENTICATED:

KAY JONES, CITY CLERK

{CDZ1467593.DOC;1/0W834.070003/ }

ORDINANCE NO. _____

Page 2 of 3

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

BY: 
CHARLES D. ZIMMERMAN

FILED WITH THE CITY CLERK	:	<u>6/30/16</u>
PASSED BY THE CITY COUNCIL	:	_____
PUBLISHED	:	_____
EFFECTIVE DATE	:	_____
ORDINANCE NO.	:	_____

SUMMARY OF ORDINANCE NO. _____

of the City of Cashmere, Washington

On the _____ day of _____, 2016, the City Council of the City of Cashmere, Washington, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, AMENDING SUBSECTION C OF SECTION 5.10.030 OF THE CASHMERE MUNICIPAL CODE AMENDING THE BUSINESS AND OCCUPATION TAX TERMINOLOGY FOR SOLID WASTE AND RECYCLING SERVICE; CONTAINING A SEVERABILITY PROVISION; AND SETTING AN EFFECTIVE DATE OF OCTOBER 1, 2016.

The full text of this Ordinance will be mailed upon request.

DATED this _____ day of _____, 2016.

CITY CLERK-TREASURER, KAY JONES

Staff Summary

Date: July 11, 2016

To: Cashmere City Council
Mayor Gomes

From: Mark Botello

RE: Selection of Contractor for 2016 Chip Seal Project

The City utilized the Small Works Roster for the 2016 Chip Seal Pavement Preservation Project. The City received three bids from interested contractors.

The three bids received are as follows:

- Tommer Construction : \$46,945.
- A & W Paving: \$58,800.
- Granite Asphalt: \$93,447.50

The City budgeted \$106,000 for this city-wide pavement preservation projects. A budget amendment will be required later in the year to cover the additional cost of \$5445.

Up to date the City as spent the following on projects:

- Cottage Ave patch work & crack seal, Titchenal Way patch work, Peshastin St patch work: \$8,500
- School Lane overlay project: \$56,000
- 2016 Chip Seal project: \$46,945
- Total Amount of Projects: \$111,445
- City budget: \$106,000
- Budget Amendment (difference): \$5,445

Recommendation:

Staff recommends approval of the Agreement between the City of Cashmere and Tommer Construction Company, Inc and authorize Mayor Gomes to sign the Agreement

CITY OF CASHMERE

Small Works Construction Contract

Project: 2016 Road Chip Seal Project

THIS CONTRACT is entered into by and between the City of Cashmere, Washington (hereinafter the "City") and Tommer Construction Company Inc (hereinafter the "Contractor"), sometimes each individually referred to herein as a "party" or collectively referred to herein as the "parties".

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

I. WSDOT STANDARD SPECIFICATIONS

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

II. PROJECT WORK, PAYMENT, GUARANTEE

- A. The Contractor shall perform all Work and furnish all tools, materials and equipment for the construction for the Project in accordance with and as described in the City Request for bid and the Contractor Proposal and all other plans and specifications on file with the City for the bid amount. The aforementioned documents are by this reference incorporated herein and made a part of this Contract. The bid amount is inclusive of all applicable taxes, including Washington State Sales taxes is: \$46,945.
- B. The City shall pay the Contractor for performance of the Project Work according to the City Request for bid and the Contractor Proposal on file with the City.
- C. The Project Work shall start within 30 calendar days after execution of this Contract and the issuance of a notice to proceed by the City. The Project Work shall be completed within 10 calendar/working days from the date of issuance of the notice to proceed by the City.

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

III. PREVAILING WAGE REQUIREMENT

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

IV. CONTRACT BOND

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

V. PERMITS AND TAXES

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

VI. INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, engineers, agents, and volunteers from and against all demands, claims, losses, injuries, damages, liabilities, suits, judgments, attorneys' fees and costs, and other expenses of any kind incurred by the City on account of, relating to, or arising out of Contractor's Work under this Contract, except to the extent such injuries or damages are caused by the negligence of the City.

VII. INSURANCE

- A. The Contractor shall procure and maintain for the duration of the Project Work, and for a period of three (3) years thereafter, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Project Work by the Contractor, its agents, representatives, employees, or subcontractors.
- B. Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Contractor shall maintain insurance of the types described below:
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 - 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, , stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, an liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance fort liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy. The proof of insurance and identification of the City as an additional insured shall be provided on a form acceptable to the City.
- D. Contractor shall maintain the following minimum insurance limit:
 - 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$1,000,000 products-completed operations aggregate limit.

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

VIII. GENERAL PROVISIONS

- A. Venue for any legal action arising out of the existence of this Contract shall be in Chelan County Superior Court. Except as specifically provided otherwise herein, in any legal action commenced by either party to this Contract, each party shall pay its own attorney's fees and costs, regardless of the outcome.
- B. This Contract contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings between the parties with respect thereto. This Contract may be amended only by an agreement in writing signed by both parties.
- C. The effective date of this Contract shall be the date the Contract is approved and signed by the City Mayor.
- D. This Contract may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile or PDF e-mail shall be deemed valid execution of this Contract, binding on the parties.

APPROVED the _____ day of _____, 2016 by the City of Cashmere, Washington.

(Jeff Gomes, Mayor)

Address:

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

APPROVED the 21st day of June, 2016 by the contractor.



(Signature)

Chris Tommer/President
(print Name and Title)

Contractor, Address and Phone Number:
Tommer Construction Company Inc.
P.O. Box 1150
Ephrata, WA 98823
(509) 787-3312



Received
6/17/2016
11:21 am MB

City of Cashmere

101 Woodring Street
Cashmere, WA 98815
Ph (509) 782-3513 Fax (509) 782-2840
Website www.cityofcashmere.org

June 2, 2016

CITY OF CASHMERE BITUMINOUS SURFACE TREATMENT & PROJECT

Request for Small Works Roster Quotes:

The City of Cashmere is seeking Small Works Roster Quotes from qualified contractors for 2-shot chip seal on Maple Street and portion of Valley Street.

	Undiluted Asphalt Emulsion (gal. per sq. yd.) Applied	Aggregate Size	Aggregates (lbs. per sq. yd.) Applied
1 st Coat CRS-2P Emulsion	0.50	½ to ¼-inch	45 - 55
2 nd Coat CRS-2P Emulsion	0.65	3/8-inch to No. 10 uniformly graded	25 - 35

The City of Cashmere is seeking Small Works Roster Quotes from qualified contractors for 1-shot chip seal treatment on a portion of Valley St., Mountain View Pl. and Birch Street.

	Undiluted Asphalt Emulsion (gal. per sq. yd.) Applied	Aggregate Size	Aggregates (lbs. per sq. yd.) Applied
1 st Coat CRS-2P Emulsion	0.65	3/8-inch to No. 10 uniformly graded	25 - 35

Contact Information:

Mark Botello is the designated contact person for questions related to this request for quotes. He may be reached at Cashmere City Hall, 101 Woodring Street, Cashmere, WA 98815 or by phone 509-782-3513

Sealed Quote Submittal:

Quotes must be submitted on or before 12:00 P.M., Friday, June 17, 2016 to: City of Cashmere, 101 Woodring Street, Cashmere, WA 98815. Late quotes will not be considered. Quotes must be valid for a period of not less than ninety (90) days after the submission deadline. Quotes must represent all costs associated with the project, sales tax, parts, materials and labor (at prevailing wage). Sealed quotes may be hand delivered or mailed.

Sealed quotes will be opened at Cashmere City Hall at 12:01 P.M. on Friday, June 17, 2016.

Roadways:

(Approximate Square Footage-Contractor to verify)

2-Shot Chip Seal:

- Portion of Valley Street: ± (18,900 Sq. Ft.)
- Maple Street: ± (19,600 Sq. Ft.)

1-Shot Chip Seal:

- Portion of Valley Street: ± (11,550 Sq. Ft.)
- Mountain View Pl.: ± (12,000 Sq. Ft.)
- Birch Street: ± (12,000 Sq. Ft.)

Utilities:

All utilities shall be located and clearly marked and cleaned of chip seal products after project completion.

Brooming:

Contractor shall Broom the final roadway from chip seal products.

- Brooming begins as soon as possible
- Broom shall not dislodge the aggregate.
- Brooming does not begin until sufficient bond is formed between the aggregate and the asphalt.
- Consider using a flush truck to place water on the surface before broom to reduce dust problems.

Materials:

- Asphalt emulsion for BST shall be CRS-2P.
- All aggregate shall be black in color.

Measurements:

Roadway measurements to be verified by Contractor.

Roadway paint markings to be verified by Contractor.

Payment:

"Lump Sum". The price shall include all labor, equipment, and materials, to provide and place product, and all other work required for finished roadways. (Tax only on materials)

Prevailing Wage for Public Works Contracts:

Prevailing wage requirements apply to this project. Please contact Washington State Department of Labor and Industries for requirements.


Contractor Requirements:

- Traffic Contractor is responsibility of Contractor.
- Contractor is responsible for purchase of water.
- Selected contractor will be required to enter into "Small Public Works Construction Contract" with the City. (See attached contract).
- Contractor shall be on the City of Cashmere's "Small Works Roster" at time of submittal of sealed quote.


The City of Cashmere reserves the right to reject all bids if project exceeds budget amount or if City determines irregularities in the quote received. The City has the right to decide on certain streets to chip seal from below.

2-Shot Chip Seal:

Portion of Valley Street: \pm (18,900 Sq. Ft.) 0.85 per SF.

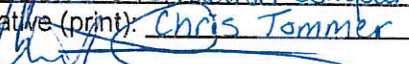
- Amount (Sales Tax Included): \$ 16,065.00
- Company Name: Tommer Construction Company Inc.
- Authorized Representative (print): Chris Tommer
- Authorized Signature: 
- Dated this 17th day of June, 2016.

Maple Street: \pm (19,600 Sq. Ft.) 0.85 per SF.


- Amount (Sales Tax Included): \$ 16,660.00
- Company Name: Tommer Construction Company Inc.
- Authorized Representative (print): Chris Tommer
- Authorized Signature: 
- Dated this 17th day of June, 2016.

1-Shot Chip Seal:


Portion of Valley Street: \pm (11,550 Sq. Ft.) 0.40 per SF.

- Amount (Sales Tax Included): \$ 4,620.00
- Company Name: Tommer Construction Company Inc.
- Authorized Representative (print): Chris Tommer
- Authorized Signature: 
- Dated this 17th day of June, 2016.

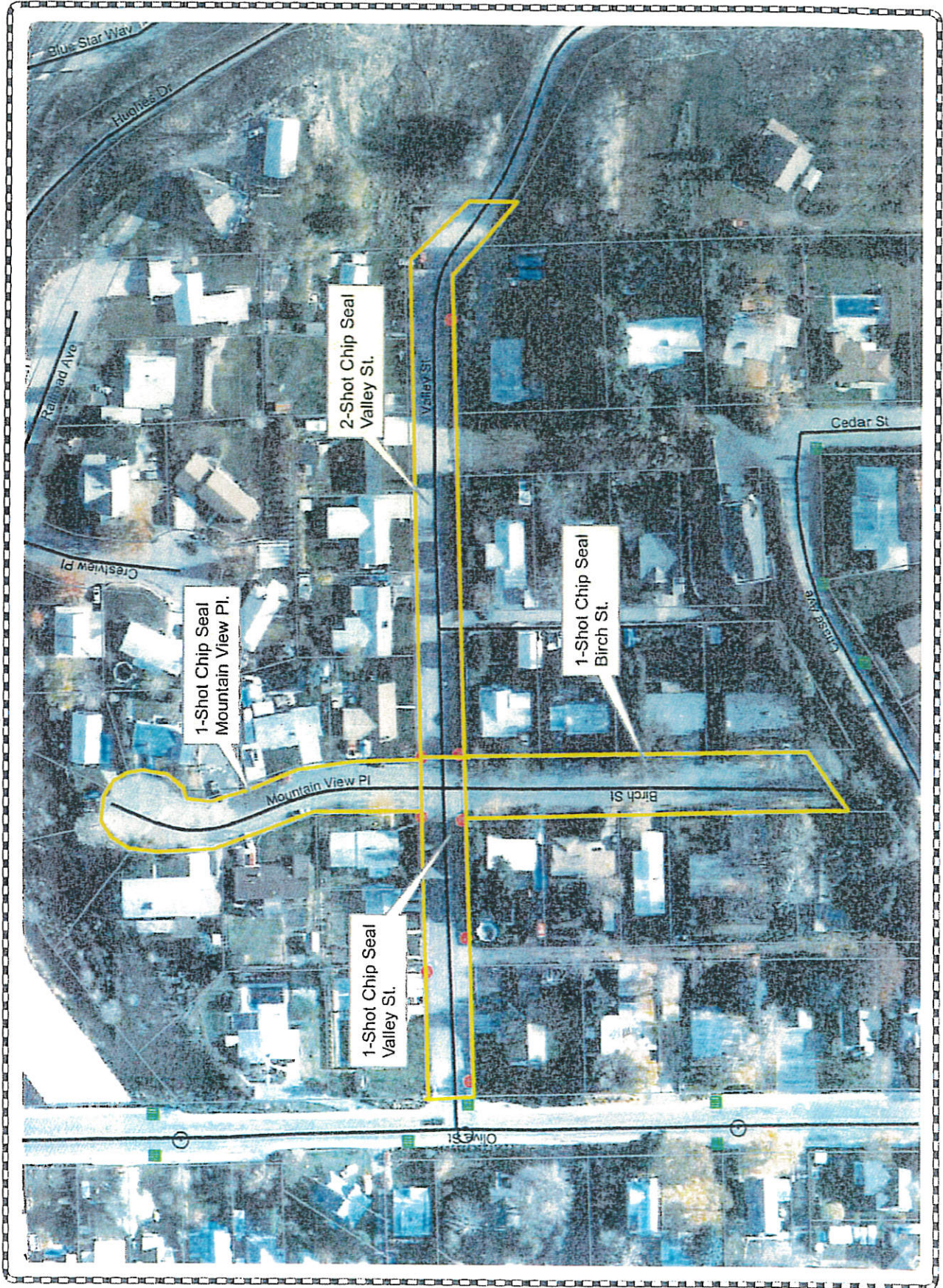
Mountain View Pl.: \pm (12,000 Sq. Ft.) 0.40 per SF.

- Amount (Sales Tax Included): \$ 4,800.00
- Company Name: Tommer Construction Company Inc.
- Authorized Representative (print): Chris Tommer
- Authorized Signature: 
- Dated this 17th day of June, 2016.

Birch Street: \pm (12,000 Sq. Ft.) 0.40 per SF.

- Amount (Sales Tax Included): \$ 4,800.00
- Company Name: Tommer Construction Company Inc.
- Authorized Representative (print): Chris Tommer
- Authorized Signature: 
- Dated this 17th day of June, 2016.

Total
\$ 46,945





2-Shot Chip Seal
Maple St.