



## City of Cashmere

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CASHMERE CITY COUNCIL MEETING  
TUESDAY, MAY 27, 2014 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 May 12, 2014 Regular Council Meeting
2. Payroll and Claims Packet Dated May 27, 2014

BUSINESS ITEMS

1. Tom Green and Jenny Cravens – 9/11 Memorial site and funding request
2. Interagency Agreement Fire Protection Services
3. Required Training for Elected Officials: Open Public Meetings Act, Public Records Act and Records Management

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, MAY 12, 2014 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	
Council:	Skip Moore Jim Fletcher Dave Erickson Derek Knutsen David Sherman	
Staff:	Bob Schmidt, Director of Operations Kay Jones, Clerk-Treasurer  Chuck Zimmerman, City Attorney	Mark Botello, Dir

FLAG SALUTE

EXCUSE ABSENCE

ANNOUNCEMENTS & INFORMATION

April Financial reports are on the city's website.

Clerk-Treasurer Kay Jones informed the council that there is required training for elected officials. The training will be approximately one hour and the consensus of the council was to have the training following a council meeting.

Clerk Jones announced it was that time of year again and she needed two volunteers to review the annual report for 2013. Councilors Erickson and Sherman volunteered for the review.

Clerk Jones reminded the council that the next council meeting was on Tuesday, May 27<sup>th</sup> due to the holiday.

City Attorney Chuck Zimmerman and Councilors Moore and Knutsen have scheduled the first meeting to review and discuss the Riverside Center Lease.

Mayor Gomes informed the council that he met with Glenn Johnson, the school superintendent to discuss the School Resource Officer. Mr. Johnson said that having the Resource Officer at the School is definitely a benefit. The School District signed another agreement with Chelan County Sheriff's Department for a School Resource Officer for the 2014-2015 school year, in the amount of \$47,294.

During the 2014 budget process the School District asked the City to contribute to the \$37,575 School Resource Officer agreement for the 2013-2014 school year, which was only a partial

year. The City agreed to contribute 10%, which was \$3,757, using the Criminal Justice Funds.

Once again the School District is asking the city to contribute to the agreement for a Resource Officer. The consensus of the council was to put 10%, which is \$4,729, as a 2015 budget request using the Criminal Justice funds again.

#### PUBLIC COMMENT

Nathan Munk operating a business at 200 Titchenal Way addressed the council and provided containers of the material from his operation at various stages of drying. Mr. Munk feels the city has met him with aggression instead of being neighborly. He stated that the city has not even been over to investigate his operation. To his knowledge the only complaint regarding the smell has been from Mike Addleman. Mr. Munk invited the council to come and tour the operation. He asked the council to be neighborly and just give him a chance to show and explain his operation. His hope was to be able to settle the issue before it went to court.

City Attorney Chuck Zimmerman cautioned the council not to tour the operation at this time or engage in conversation with Mr. Munk. The City has served a Notice of Violation regarding a zoning violation. There is an appeal process in place for Mr. Munk if that's the direction he chooses. At this point there is nothing the council can do short of changing the zoning code.

#### APPROVAL OF AGENDA

Mayor Gomes requested to add the Consultant Supplemental Agreement for Mission Avenue Improvements as item #5.

MOVED by Councilor Fletcher and seconded by Councilor Knutsen to approve the agenda with the addition of item #5. Motion carried.

#### CONSENT AGENDA

Minutes of April 28, 2014 Regular Council Meeting

Payroll and Claims Packet Dated May 12, 2014

Claim Check Nos. 34415 and 34416 through 34471 totaling \$111,919.77

Payroll Check Nos. 34411 through 34414 totaling \$90,357.02

Manual Check Nos. 34410

MOVED by Councilor Moore and seconded by Councilor Erickson to approve the consent agenda. Motion carried.

#### DAN HOWARD – LIBRARY BUILDING MAINTENANCE AND USE AGREEMENT

Dan Howard, Executive Director for the Regional Library explained to the council the background of the Building Maintenance and Use Agreement and how we got to where we are today. The agreement is not a rental or lease agreement. It is a voluntary agreement that allows the Regional Library to give the city money to offset the maintenance and janitorial expenses at the City Library.

The Regional Library has thirty (30) communities that have the same building maintenance and use agreement. All are paid the same amount per square foot. None of the communities are required to provide a building for a library, but if they want a library in their community the Regional Library will enter into a building maintenance and use agreement to offset their

expenses. The communities provide the facility and furnishings and the Regional Library provides the books and staff.

The use at the Cashmere Library has been increasing in circulation and traffic 5% annually.

MOVED by Councilor Erickson and seconded by Councilor Sherman to approve the Building Maintenance and Use Agreement for the Library. Motion carried.

SELECTION OF APPARENT LOW BIDDER FOR THE CITY'S FOUR STREET CHIP SEAL PROJECT

The City requested small works roster quotes for Chip Seal treatment of Ivy Avenue, Orchid Street, Laurel Street and Emerald Avenue. The City received quotes from A&W Paving, Granite Northwest and Central Washington Asphalt. A&W Paving was the apparent low bidder at \$63,800.

Staff recommended selecting A&W Paving as the contractor for the City's four street chip seal project and authorize the mayor to sign the small works contract.

MOVED by Councilor Fletcher and seconded by Councilor Moore to select A&W Paving as the contractor for the City's four street chip seal project and authorize the mayor to sign the small works contract. Motion carried.

CHANGE ORDER NO. 1 TO THE CITY'S FOUR STREET CHIP SEAL PROJECT

Change Order No. 1 is for additional chip seal patch work for the City's four street chip seal project. The City budgeted \$70,000 for the project and with the additional patch work of \$4,328; the project total (\$68,128) is still below the budget amount and the next lowest bidder.

MOVED by Councilor Fletcher and seconded by Councilor Erickson to approve Change Order No. 1 to the Small Works Construction Contract between the City and A&W Paving. Motion carried.

SELECTION OF APPARENT LOW BIDDER FOR THE MISSION AVENUE AND MAPLE STREET PROJECT

The City requested bids for the Mission Avenue and Maple Street project. The City received five proposals. Of the five bidders, J&K Earthworks of Rock Island was the apparent low bidder at \$683,924, including sales tax. The project includes both road and water improvements. The overall bid came in at 6% under the engineers estimate.

MOVED by Councilor Moore and seconded by Councilor Fletcher to select J&K Earthworks as the apparent low bidder and authorize the Mayor to execute the agreement. Motion carried.

CONSULTANT SUPPLEMENTAL AGREEMENT FOR MISSION AVENUE IMPROVEMENTS

The TIB Consultant Supplemental Agreement is for RH2 Engineering to provide construction inspection services for the Mission Avenue Improvement project. The original Agreement was for \$63,023 and with the addition of the Supplemental Agreement in the amount of \$39,694 the maximum amount payable is \$102,171.

MOVED by Councilor Moore and seconded by Councilor Knutsen to approve the TIB Consultant Supplemental Agreement for construction inspection in the amount of \$39,694. Motion carried.

PROGRESS REPORTS

Director Bob Schmidt reported that inspection and training for the new wastewater treatment plant starts this week and will continue for the next two months.

Also, Director Schmidt reported that the new Level 3 Operator for the Wastewater Treatment Plant has been hired and will be starting soon so he can participate in the training.

EXECUTIVE SESSION

At 7:00 p.m. Mayor Gomes called an executive session to discuss potential litigation for approximately five minutes. No action will be taken.

Regular session was reconvened at 7:10 p.m.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:10 p.m.

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Jeff Gomes, Mayor

Attest:

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Kay Jones, Clerk-Treasurer

## Interagency Agreement

### Fire Protection Services

This agreement, Made and entered into by and between the CITY OF CASHMERE a municipal corporation of the State of Washington hereinafter referred to as "City" and CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 6, a municipal corporation of the State of Washington hereinafter referred to as "District".

WHEREAS; The City is authorized by state law, Chapter 35.21 RCW, to provide emergency services for the prevention and suppression of fire, and;

WHEREAS; The District is authorized by state law Chapter 52.12 RCW to provide emergency services to all of its jurisdiction for the prevention and suppression of fire, and;

WHEREAS; Beginning prior to 1956, and most recently amended in 2009, the District has contracted with the City to obtain services for fire suppression in that portion of the District described in Exhibit "A" and herein referred to as the "Cashmere First Response Area" of the District, and;

WHEREAS; The Geographic location of Cashmere's existing fire station makes it logical, efficient and effective for the City to provide emergency fire suppression to the "Cashmere First Response Area" of the District, and;

WHEREAS; it is in the best interest of the City and the District to establish an Interagency Agreement to continue mutually beneficial and effective service that protects and serves people and property within the respective jurisdictions, and;

NOW, THEREFORE; the City and District desire to enter into this agreement to establish a regional emergency service as follows:

1. **Service Provided.** The City shall provide the following services to that portion of the District as defined by Exhibit "A" to this agreement and hereinafter referred to as the "Cashmere First Response Area":



- a. A corp of volunteers trained in firefighting as necessary to provide first response emergency service including wildlands within the "Cashmere First Response Area" hereinafter called "emergency services". Emergency fire services shall be provided at the highest level of service at which trained volunteers are capable of providing. The parties recognize that the officer in command at the emergency shall determine how to best use all available personnel to control the emergency. As a volunteer organization the number of firefighters responding is subject to the availability of each individual. The City Fire Chief shall make reasonable efforts to assure that the number of volunteers responding to an emergency is sufficient to resolve that specific emergency and assure the safety of all volunteers and the public.
- b. The City Fire Chief shall determine which firefighting equipment best meets the needs of the emergency situation.
- c. In the event of multiple emergency calls whereby the facilities, volunteers and resources of the City or District cannot provide equal protection, the officers and agents in command at the time shall have discretion as to prioritize such calls, until such time as additional mutual aid resources from neighboring agencies can arrive.
- d. The City will provide for the annual testing of all structure rated fire hose following NFPA guidelines. Reports will be generated showing the results of the service testing with copies submitted to the District. The District will provide for the annual service testing of all fire service rated pumps on District apparatus.

2. **Payment.** The District shall make payment and/or provide equipment and services as follows:

- a. The District shall provide and maintain any specialized firefighting equipment or trucks that it feels are necessary for serving rural areas, including but not limited to:
  - i. Brush truck(s), tanker truck(s), pumper truck(s) or other vehicles and equipment. Maintenance includes all mechanical services, parts, fuels and lubricants to repair and keep equipment fully functional and includes repairing or replacing all equipment and materials associated with that vehicle (i.e.; hoses, ladders, hand tools, power tools, pumps, etc.).

- ii. Any extra expense for rural fire suppression shall be appropriated by the District.
    - iii. This funding does not include any amounts for acquisition of capital equipment by either party nor for any services that benefit only the City properties.
  - b. The Annual Payment to be paid by the District to the City for the 2<sup>nd</sup> half of 2014 shall be \$18,250.00 which will make the payment for the entire year of 2014 \$36,500.00. For each subsequent year starting in the year 2015 an annual escalator of 1% shall be used for the life of the agreement.
  - c. The District shall pay one-half of the Annual Payment amount to the City on or before the first business day in May and shall pay the other one-half of the Annual Payment amount to the City on or before the first business day in November of each year during the term of this Agreement.
3. **Records and Reports.** All pertinent records, with respect to matters covered by this Agreement, shall be available to the District for their inspection and review. Records and reports of operations shall be kept by the City's Fire Chief and shall identify all training provided and which volunteers participated, number, type, duration and location of emergency calls, equipment responding, volunteers responding and brief description of the nature of the emergency and actions taken to resolve the situation.
4. **Mutual use of Fire Trucks.** The City and District each provide fire trucks and supporting equipment to the City Fire Station. These trucks are designed and equipped for service within the respective jurisdictions yet may be used for emergency response in either jurisdiction. There are no separate charges made or intended by this agreement for the rental of fire trucks by the City or the District. The City shall provide all maintenance, fuels and lubricants and fully equip their vehicles. Sharing of fire trucks and firefighting equipment is considered of mutual benefit and on average the use of City equipment in the District is equal to the amount of time District equipment is used in the City. The City and District shall maintain insurance coverage to protect their respective vehicles.
5. **Acquisition of Capital Equipment.** When the City or District determines the need to replace or acquire additional capital equipment they shall consult with



the other to identify any common equipment needs. As appropriate the City and District may share the cost of new equipment in proportion to the benefits that each may receive by having that equipment available. Any such prorating shall be on a case-by-case basis and by separate agreement.

6. **Insurance.** The City and District shall each maintain Comprehensive General Liability Insurance of not less than \$1,000,000.00 covering its respective property, equipment, operations and personnel including volunteers. Certificates of Insurance shall be provided by either party to the other within thirty (30) days of a request for the same.
7. **Liability and Limitations.** The District shall protect, defend, indemnify and save harmless the City, its Officers, employees and agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from the negligent acts or omissions of the District, its Officers, employees and agents in performing pursuant to this Agreement. The City shall protect, defend, indemnify and save harmless the District, its Officers, employees and agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from the negligent acts or omissions of the City, its Officers, employees and agents in performing pursuant to this Agreement.
8. **Term and Termination.** This Agreement shall be in effect beginning July 1, 2014 and shall remain in full force and effect until terminated pursuant to the terms of this section. Either party may unilaterally terminate this Agreement for any or no reason effective no earlier than six (6) months from the date of notification by the terminating party to the other party.
9. **Automatic Aid Agreements.** The City and District may be signatories to separate agreements between other fire protection agencies for providing automatic aid. Nothing in this agreement is intended to alter or amend such an agreement.
10. **Mutual Aid Agreements.** The City and District may be signatories to separate agreements between other fire protection agencies for providing mutual aid. Nothing in this agreement is intended to alter or amend such an agreement.
11. **Non-Mutual Aid.** Through this Interagency Agreement the District retains services from the City for first response fire protection to a portion of the District.

These first response emergency services are not considered mutual aid assistance. Emergency responses by the District Stations to emergencies within the service area are considered part of the District's commitment to its constituents to provide first response service and not mutual aid.

12. **Wildland Fire Suppression Agreements.** The City and District may be signatories to a separate agreement for providing firefighting services in forest or range areas of Chelan and Douglas Counties. Nothing in this agreement is intended to alter or amend any such agreement.
13. **Real Property.** The City owns the City Fire Station located at 101 Woodring Street Cashmere, Washington. The District may store its fire services related equipment and vehicles in the City Fire Station and use the City Fire Station in the manner authorized from time to time by the City Fire Chief. Nothing in this Agreement is intended to, nor shall it be interpreted as providing ownership interest in the City Fire Station by the District. Upon termination of this Agreement the District shall remove all District equipment and vehicles from the City Fire Station.
14. **Personal Property.** Both the City and District have personal property, including vehicles, firefighting equipment, etc. owned by each. Nothing in this Agreement is intended to change the ownership over those personal property items. Upon termination of this Agreement each party shall continue to retain ownership of all personal property owned by each party at the time of termination of this Agreement.
15. **No New Entity.** No new entity is formed as a result of entry into this Agreement by the City and District.
16. **Administration.** This Agreement shall be administered for the City by the City Fire Chief and for the District by the District Fire Chief.

**17. Notices.** The addresses for providing notices shall be as follows:

To the City:

Attention: Mayor  
101 Woodring Street  
Cashmere, WA. 98815

Copy to:

City Fire Chief  
Cashmere Fire Department  
101 Woodring Street  
Cashmere, WA. 98815

To the District:

Attention Commissioners  
P.O. Box 296  
Monitor, WA. 98836

Copy to:

Fire Chief  
Chelan County FPD 6  
P.O. Box 296  
Monitor, WA. 98836

The addresses for providing notices as set forth above may be changed by either party at any time by the party changing the address providing written notice to the other party of the new address for notices. Notices shall be effective three (3) business days after the same are placed in the First Class U.S. Mail, postage pre-paid or immediately upon delivery if personally delivered.

**18. Attorney's Fees and Venue.** Venue for any legal action arising out of the existence of this Agreement shall be in the Superior Court of the State of Washington in and for the County of Chelan. In any litigation between the parties arising out of or related in any way to this Agreement each party shall pay its own attorney fees and cost regardless of the outcome.

19. **Recording.** This Agreement shall be recorded with the Chelan County Auditor as required by RCW 39.34.040 prior to the effective date of this Agreement.

20. **Entire Agreement and Amendments.** This Agreement contains the entire Agreement between the parties with respect to providing fire services in the Cashmere First Response Area and the other matters addressed herein. Any amendment to this Agreement shall be effective only if the same is in writing and approved by the legislative body of each party.

APPROVED by the City Council of  
the City of Cashmere, Washington  
at an open public meeting the \_\_\_\_  
day of \_\_\_\_\_, 20...


\_\_\_\_\_

Jeff Gomes, Mayor

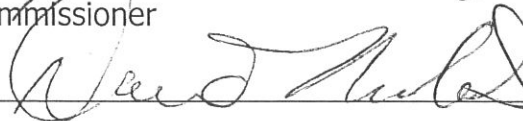
ATTEST: \_\_\_\_\_

Kay Jones, Clerk Treasurer

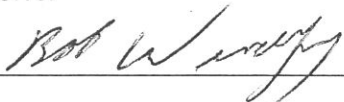
APPROVED by the Board of Fire Commissioners  
of Chelan County Fire Protection District No. 6  
at an open meeting public meeting the \_\_\_\_  
day of \_\_\_\_\_, 20...

  
\_\_\_\_\_

Commissioner

  
\_\_\_\_\_

Commissioner

  
\_\_\_\_\_

Commissioner