



City of Cashmere

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CASHMERE CITY COUNCIL MEETING
MONDAY, NOVEMBER 9, 2015 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

- October Financial reports are on the website

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of October 26, 2015 Regular Council Meeting
2. Payroll and Claims Packet Dated November 9, 2015

BUSINESS ITEMS

1. Public Hearing on Preliminary Budget
2. Animal Control Contract for 2016 through 2018

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, OCTOBER 26, 2015 AT CASHMERE CITY HALL

OPENING

Mayor Gomes opened the regular city council meeting at 6:04 p.m. at City Hall. Secretary Teresa Prescott took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jeff Gomes Skip Moore Jim Fletcher Dave Erickson Bob Abramowski	David Sherman
Staff:	Mark Botello, Dir. of Planning/Building Chuck Zimmerman, City Attorney Teresa Prescott, Secretary	Kay Jones, Clerk-Treasurer

FLAG SALUTE

EXCUSE ABSENCE

MOVED by Councilor Erickson and seconded by Councilor Moore to excuse the absence of Councilor Sherman.

ANNOUNCEMENTS & INFORMATION

PUBLIC COMMENT PERIOD

No public comment.

APPROVAL OF AGENDA

MOVED by Councilor Moore and seconded by Councilor Abramowski to approve the agenda as submitted. Motion carried

CONSENT AGENDA

Minutes of October 12, 2015 Regular City Council Meeting

Payroll and Claims Packet Dated October 26, 2015

Claim Check Nos. EFT 09/2015 and #36205 through #36231 totaling \$338,644.15

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

PUBLIC HEARING ON REVENUE SOURCES AND POSSIBLE INCREASE IN PROPERTY TAXES

Mayor Gomes opened the public hearing at 6:06 p.m. Mayor Gomes explained the maximum 1% increase in property tax for the City, the 2.5% increase in water rates and the 6% increase in wastewater rates, and that utility tax would increase due to the rate changes.

Larry Int-Hout, residing at 103 Meadowsweet Place asked for clarification of the property tax increase. Mayor Gomes explained that 1% is the maximum the City can increase by law. The increase amounts to approximately \$5,500.

With no further public comment Mayor Gomes closed the public hearing at 6:11 p.m.

UPDATE AND BUDGET REQUESTS FOR CASHMERE VOLUNTEER FIRE DEPT

Fire Chief Matt Brunner gave an update on the 2015 fire season and the various other community activities the fire department participates in.

Brunner stated they have an opportunity to purchase used high-pressure SCBA equipment valued at approximately \$500,000 new, but the purchase would inhibit the ability to procure a grant for new SCBA equipment.

Brunner stated the stipend for EMT shifts is working well and he is no longer having trouble covering the shifts due to the stipend. He is seeing a benefit to the City for the minimal cost of approximately \$1825 per person annually.

Brunner would like to request an annual 1% increase in the stipend and also in officer's pay. He also expressed the need for a new aid car. They are having problems keeping the current aid car running and he is afraid they will have a problem responding to aid calls. Brunner researched used aid cars and found one in Pennsylvania for \$45,000. He feels that is about what they would have to spend on an aid car.

Chief Brunner noted there was a train stopped for over 40 minutes this evening blocking all the crossings. Response to a fire or aid call when the crossings are blocked is very difficult. Brunner once again expressed the need for a place to keep a fire truck and aid car on the other side of the tracks for response when the crossings are blocked.

Councilor Moore asked Fire Chief Brunner if there is a City match for grants to purchase SCBAs. Brunner and Mayor Gomes don't believe there was a City match the last time a grant was used.

Fire department staffing stands at 36, and they have covered about 340 aid calls and 100 fires this year.

LETTER OF ENGAGEMENT WITH DIVERSIFIED HR CONSULTING FOR UNION CONTRACT NEGOTIATIONS

The Union contract with IBEW expires on December 31, 2015. The City would like to hire Diversified HR Consulting to negotiate a new contract.

Mayor Gomes explained to council that the employees have elected to change from IBEW, which was started when the City had an electric department, to Teamsters Local 760. Teamsters is a better fit for the current city structure and offers insurance that IBEW could not. Mayor Gomes received confirmation allowing the change of unions from PERC today.

MOVED by Councilor Moore and seconded by Councilor Fletcher to approve and authorize the Mayor to sign the Letter of Engagement with Diversified HR Consulting. Motion carried.

SELECTION OF VENDOR FOR SCADA SYSTEM USING THE SMALL WORKS ROSTER

To comply with requirements of the Department of Ecology and the Department of Health the City needs to purchase a SCADA telemetry system (Supervisory Control and Data Acquisition) for monitoring the City Water Treatment Plant, reservoirs and wells.

The City asked RH2 Engineers for an estimate, which was \$500,000, and included some

engineering. The City then decided to use the small works roster for proposals. We received two proposals with the proposal from Correct Equipment being the lowest in the amount of \$31,597.

MOVED by Councilor Fletcher and seconded by Councilor Erickson to approve and authorize the Mayor to sign the contract with Correct Equipment for a SCADA system. Motion carried.

SETTLEMENT AGREEMENT BETWEEN TREE TOP, CASHMERE INVESTMENTS AND THE CITY

City Attorney Charles Zimmerman gave some background to the audience explaining the need for a settlement agreement with Tree Top and Cashmere Investments regarding the BVF.

MOVED by Councilor Fletcher and seconded by Councilor Moore to approve and authorize the Mayor to sign the Settlement agreement between Tree Top, Cashmere Investments and the City. Motion carried.

QUIT CLAIM DEED, EASEMENT AND ACCEPTANCE FROM CASHMERE INVESTMENTS TO THE CITY

When Blue Star built a new facility on Old Monitor Road, a water main to serve the facility was placed on Tree Top property. This agreement gives the City ownership of the main, and an easement across Tree Top (now owned by Cashmere Investments) property.

MOVED by Councilor Erickson and seconded by Councilor Fletcher to approve and authorize the Mayor to sign the Quit Claim Deed, Easement and Acceptance from Cashmere Investments to the City. Motion carried

PROGRESS REPORTS

Director Mark Botello reported on the progress of the Aplets Way project. As soon as striping is complete, the stop signs will be removed. Hot mix will be used to prepare the trenches on the north end of Aplets for winter.

Chelan County PUD has received a \$400,000 grant for street light inventory in which the City will participate.

Mayor Gomes reported that Link Transit will be having its annual meeting and he hopes Councilor Fletcher will attend and continue to represent the City on the Link Board. Councilor Fletcher agreed.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:00 p.m.

Jeff Gomes, Mayor

Attest:

Teresa Prescott, Secretary



CONTRACT FOR SERVICES

THIS AGREEMENT, made and entered effective January 1, 2016 between the CITY OF CASHMERE, a municipal corporation, organized under the laws of the State of Washington, hereinafter called the "CITY" and the Wenatchee Valley Animal Care & Control, LLC, a non-profit corporation existing under the laws of the State of Washington, hereinafter called "WVAC" agreed as follows:

1. The term of this agreement shall be Three (3) years, from the 1st day of January, 2016 until the 31st day of December, 2018 or until terminated as provided herein.

2. WVACC, in consideration of the City's financial support which shall be delineated hereinafter, agrees to provide the following:

(a) To furnish and maintain the present animal shelter existing at 1474 S. Wenatchee Ave., Wenatchee, and all necessary equipment for handling stray animals, impounded animals, and animals received by WVACC from citizens of the City of Cashmere. These facilities shall include all kennels and facilities for the humane disposal of sick and injured animals.

(b) To keep the WVACC shelter open for the purpose of receiving animals and allows animals to be redeemed by citizens for a minimum of four hours each day, to be hours which are convenient to the citizens of the City of Cashmere, except legal holidays, and four additional days for training and meetings for shelter staff.

(c) To maintain twenty-four (24) hour phone services for the purpose of receiving complaints from the citizens of the City, and to answer and respond to

complaints during the hours of 8:00 a.m. to 5:00 p.m., Monday through Sunday, answering all inquiries from said citizens of the City.

(d) To enforce all state laws pertaining to animals and all city ordinances pertaining to the control and licensing of animals, the disposal of animals, and any and all other regulations relative to animals within the City of Cashmere. In addition to maintaining the phone service, a person shall be on call to respond to emergency situations and to respond to complaints within the limitations of WVACC personnel in order to provide the service as specified herein.

(e) To employ a person or persons who shall enforce the laws and regulations as specified in subparagraph (d) by investigating complaints, impounding animals, securing evidence of violations of city ordinances or state laws, and furnishing reports of said violations to the appropriate city officials and also appearing in court in the case of prosecution of any of these violations. The person or persons so employed to perform its obligations under this agreement shall be employees of WVACC and not employees of the City.

(f) License Issuance. The WVACC shall issue dog licenses as required by the ordinances of the City, shall collect and retain the required fees, and shall maintain the appropriate records. Animals sold by the WVACC to private individuals residing in the City shall not be released to their new owners until a valid City license is obtained. The WVACC is responsible for administration of the licensing program, including payment for all labor and materials required.

(g) To maintain complete records of fees collected, animals received, animals disposed of, complaints received and investigations conducted and shall make such records available for the City's inspection at all reasonable times at the place of business of WVACC.

(h) The City shall defend, indemnify, and hold WVACC harmless for claims, losses, demands and causes of action arising from WVACC's services to the City pursuant to the agreement in the event any claims, losses, demand, and/or causes of action result from WVACC enforcement of City Animal Control ordinances and are based upon said animal control ordinances being enforceable as written WVACC shall defend, indemnify and hold the City harmless for all other claims, losses, demands and causes of action arising from WVACC's services to the city pursuant to this agreement. WVACC shall submit to the City a Certificate of Insurance evidencing commercial General Liability Insurance of one million dollars combined single limits per occurrence, and a copy of the endorsement naming the City as an additional insured. WVACC will also carry one million dollars of automobile liability coverage as well as two million General Aggregate coverage.

(i) To furnish all equipment and supplies used in performing WVACC's obligations arising from this agreement, except equipment and supplies which the City shall furnish from time to time at it's own volition.

(j) To provide public information and information regarding the proper treatment of domestic animals.

3. The City hereby agrees as follows:

(a) To permit WVACC as partial compensation for the services as specified herein, to retain all license fees, impounding, board, and vaccination fees collected by WVACC.

(b) To pay WVACC from the City's funds the amount specified in this agreement.

(c) The City shall cooperate with WVACC to see that each employee of WVACC who is employed to enforce any obligations assumed hereunder shall have the authority to act on behalf of the City to issue citations for violations of animal ordinances.

(d) To consult with WVACC and its employees and to educate Humane and its employees of the city ordinances.

4. The City shall pay to WVACC the sum of \$15,195.96 (2% increase), for a period commencing on the first day of January, 2016 and \$15,347.92 for 2017 (1% increase) and \$15,501.40 for 2018 (1% increase). Said payments shall be in twelve equal increments (\$1,266.33 in 2016, \$1,278.99 in 2017 and \$1,291.78 in 2018). Each payment to be made at the end of each calendar month from the date of the commencement of this agreement).

5. Assignment. The Wenatchee Valley Animal Care & Control, LLC is a not for profit subsidiary of the Wenatchee Valley Humane Society.

6. This agreement may be discontinued by either party at any time by directing a written notice to the other, at least ninety (90) days in advance of the intended termination date.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and the day and year above written.

WENATCHEE VALLEY
ANIMAL CARE & CONTROL

APPROVED BY THE CITY COUNCIL OF
THE CITY OF CASHMERE

Executive Director, Dawn Davies

Mayor, Jeff Gomes

1474 S. Wenatchee Ave

101 Woodring St.

Wenatchee, WA 98801

Cashmere, WA 98815

Dated: _____

Dated: _____