



City of Cashmere

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CASHMERE CITY COUNCIL MEETING
MONDAY, DECEMBER 10, 2018 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

- November Financial Report is on the Website

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of November 26, 2018 Regular Council Meeting
2. Payroll and Claims Packet Dated December 10, 2018

BUSINESS ITEMS

1. Justin Erickson & Steve Write – Chelan PUD Strategic Plan update
2. Wenatchee Animal Control Contract for Services
3. Collective Bargaining Agreement 2019-2021
4. Ordinance No. 1273 Adopting the Budget for 2019

PROGRESS REPORTS

ADJOURNMENT

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR AND STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS
Americans with Disabilities Act (ADA) accommodations provided upon request (48-hour notice required)

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY NOVEMBER 26, 2018 AT CASHMERE CITY HALL

OPENING

Mayor Jim Fletcher 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:	Jim Fletcher	
Council:	Daniel Scott Chris Carlson Dave Erickson Kameon Smith Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer Steve Croci, Director of Operations	Chuck Zimmerman, City Attorney

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Mayor Fletcher informed the City Council of the 2019 Quality Communities Scholarship program through the Association of Washington Cities (AWC). In 2019 the program will offer six \$1,000 Quality Communities Scholarships to outstanding high school seniors. The Mayor will work with the high school to select and nominate one young leader who plans to attend college or a trade school in fall of 2019.

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

No public comments.

APPROVAL OF AGENDA

MOVED by Councilor Scott seconded by Councilor Smith to approve the agenda as presented. Motion carried 5-0.

CONSENT AGENDA

Minutes of November 13, 2018 Regular Council Meeting
Claims Packet Dated November 26, 2018

Claims Direct Pay and Checks #39315 through #39332 totaling \$79,074.71

MOVED by Councilor Erickson and seconded by Councilor Carlson to approve the items on the consent agenda. Motion carried 5-0.

PUBLIC HEARING ON CASHMERE'S FINAL 2019 BUDGET

Mayor Fletcher opened the Public Hearing at 6:03 p.m. to receive questions or comments from the public. Receiving no comments, the Mayor closed the hearing at 6:04 p.m.

CURT SOPER – UPDATE ON THE CHELAN DOUGLAS LAND TRUST CASHMERE CANYONS PROJECT

Curt Soper updated the City Council on the Cashmere Canyons Project. The City of Cashmere and the County provided a letter of support for the project to apply for funding from the State. The Cashmere

Canyons Project ranked #5 in the State for funding. They are waiting for final action from the Legislators regarding budget and grant funding. The trailhead has been designed and if funded the project will begin July or August of 2019.

ORDINANCE NO. 1272 AMENDING THE 2018 BUDGET

According to budget policy the operating funds of the city will maintain reserves (ending balance) at no less than 60 days operating expenses and the reserves shall not be used for operating expenditures. Reserves exceeding the 60-day minimums established may be used for capital purchases and emergencies authorized by the City Council.

The proposed budget amendment is transferring the excess reserves into the Capital Improvement Fund to be used for capital purchases approved during the budget process.

Councilor Scott suggested that the City Council develop budgeting policies for the three Capital Funds.

MOVED by Councilor Carlson and seconded by Councilor Smith to adopt Ordinance No. 1272 amending the 2018 Budget transferring excess reserves into the Capital Improvement Fund. Motion carried 5-0.

PROGRESS REPORTS

Mayor Fletcher is looking to set a date for a Community Workshop sometime in late January. The consensus of the City Council was to have the workshop on a council night. The Community Workshop will be held at Riverside Center on January 28th at 6:00 p.m.

The Mayor reported that Union Negotiations are continuing, with the goal of presenting a contract at the next Council Meeting. He informed the Council that he is looking into leadership training programs, and there's still a vacancy on the Planning Commission. Also, Jaeger's Towing is still interested in leasing the Recycling Building and the Food Bank is looking for a permanent home and has inquired as to whether there is any City property available.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:42 p.m.

James Fletcher, Mayor

Attest:

Kay Jones, Clerk-Treasurer

Staff Summary

Date: 12/5/2018
To: City Council
From: Clerk-Treasurer Kay Jones
RE: Wenatchee Valley Animal Control Contract for Services

The City is required to provide animal control services for Cashmere. The proposed contract is a renewal for an additional three years of animal control services provided by Wenatchee Valley Animal Control.

The three-year contract increases 3% in 2019, 1% in 2020 and 1% in 2021.

Staff Recommendation:

MOVED to approve the Contract for Animal Control Services



CONTRACT FOR SERVICES

THIS AGREEMENT, made and entered effective January 1, 2019 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, 2019 until the 31st day of December, 2021 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 with the exception of community/feral (unowned) cats.

(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 domestic 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 \$15,966.44 (3% increase), for the period commencing on the first day of January, 2019 and \$16,126.10 (1% increase) for 2020 and \$16,287.36 (1% increase) for 2021. Said payments shall be in twelve equal increments (\$1,330.54 in 2019, \$1,343.84 in 2020 and \$1,357.28 in 2021. 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
1474 S. Wenatchee Ave
Wenatchee, WA 98801

Mayor, James Fletcher
101 Woodring St.
Cashmere, WA 98815

Dated: _____

Dated: _____

Staff Summary

Date: 12/5/2018
To: City Council
From: Clerk-Treasurer Kay Jones
RE: Collective Bargaining Agreement

The City has been negotiating a new Collective Bargaining Agreement with Teamsters Local Union #760.

On November 27th the City submitted to the Union their Last, Best and Final offer.

The employees will be voting on the new contract Friday, December 7th.

Further information will be provided at the Council Meeting.

Staff Recommendation:

ORDINANCE NO. 1273

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF CASHMERE,
WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2019.**

WHEREAS, the City Council of the City of Cashmere has heretofore made and filed its preliminary budget for the year 2019 and has given notice of the time and place of hearing thereon according to law and met in accordance with said notice and considered the proposed budget, including salaries for all city employees;

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

Section 1. Adoption of budget. In accordance with RCW 35A.33.075 the final budget for the year ending December 31, 2019 to carry on the government of the City of Cashmere, Washington, is hereby adopted at the fund level. Exhibit A (attached) is a summary of the totals of estimated revenues and appropriations for each separate fund and an aggregate total for all such funds combined. Exhibit B (attached) is an employee salary schedule.

Section 2. Copy of detailed budget on file. A detailed final budget adopting the salary schedule for 2019 and including a list of the revenues and expenditures for each separate fund is on file in the Office of the City Clerk and is adopted by this reference.

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

Passed by the City Council and approved by the Mayor this 10th day of December 2018.

CITY OF CASHMERE

James Fletcher, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

Approved as to form:

Charles D. Zimmerman, City Attorney

EXHIBIT A
Ordinance No. 1273

**Total Estimated Revenues and Appropriations by Fund
2019 Budget**

Fund Name	Beginning Balance	Estimated Revenues	Budgeted Appropriations	Ending Balance
001 General Government Fund	472,973	1,155,153	1,219,307	408,819
003 Public Works Fund	334,863	1,277,783	1,292,212	320,434
108 Lodging Tax Fund	0	5,000	5,000	0
302 Capital Improvement Fund	3,293,178	903,220	752,628	3,443,770
401 Water/Wastewater Fund	901,364	3,597,800	3,740,023	759,141
411 Water Capital Fund	1,292,173	442,660	530,550	1,204,283
412 Wastewater Capital Fund	2,125,652	510,909	352,550	2,284,011
426 Jr. Lien Pretrt Bond, 2011	1,179,496	551,538	535,983	1,195,051
427 Revenue Bond 2013 #R1	190,772	434,170	394,700	230,242
428 Revenue Bond 2013 #R2	109,765	249,810	227,100	132,475
501 Equipment Rental Fund	1,049,989	268,392	484,655	833,726
702 Cemetery Endowment Fund	244,631	10,000	0	254,631
TOTAL ALL FUNDS	11,194,856	9,406,435	9,534,708	11,066,583
		20,601,291		20,601,291

EXHIBIT B
Ordinance No. 1273

CITY OF CASHMERE
2019 SALARY SCHEDULE

POSITION	Hourly Wage Step Levels	Monthly Salary	Annual Salary
Executive & Legislative			
Mayor		1,500.00	
Councilmembers		100.00	
Exempt			
City Clerk-Treasurer		6,523.06	
Director of Planning/Building		6,523.06	
Office/Admin			
Office Staff	15.97 - 22.04		
Office Lead	23.14		
Public Works Department			
Public Works Maint. 1	13.92 - 19.96		
Public Works Maint. 2 (inc. pesticide)	16.22 - 22.36		
Public Works Maint. 3 (inc. arborist)	17.83 - 24.59		
Public Works Foreman	26.26		
Water/Wastewater Department			
Water/Wastewater in Training (no cert.)	14.51 - 20.19		
Water DM 1 / Wastewater 1	15.79 - 22.48		
Water DM 2 / Wastewater 2	18.43 - 25.74		
Wastewater Treatment Plant OP 3	20.19 - 28.22		
Water/Wastewater Foreman	30.00		
City Pool			
30 (+/-) Pool Employees	10.20 - 13.00		
Pool Manager	15.25 - 16.50		
Seasonal/Temporary Employees	14.00		
Fire Department			
Fire Chief		515.00	
Assistant Chief			2,400.00
2 Deputy Chiefs			1,081.50
3 Captains			500.00
2 Lieutenants			400.00
Fire Department Stipend - \$10.00 per call - city calls only (CMC 2.56.070)			
EMT Nightshift Stipend - \$5.00 per night - max 2 people per night (CMC 2.56.070)			

- Above wages do not include longevity
- Above hourly/base wages may be increased during the year due to step and/or longevity increases according to the Collective Bargaining Agreement.
- Pool Employee wages are determined by the number of years of service for the City.