



City of Cashmere

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CASHMERE CITY COUNCIL MEETING
MONDAY, AUGUST 27, 2012 7:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSE ABSENCE

ANNOUNCEMENTS & INFORMATION

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of August 13, 2012 Regular Study Session Meeting
2. Minutes of August 13, 2012 Regular Council Meeting
3. Payroll and Claims Packet Dated August 27, 2012

BUSINESS ITEMS

1. Animal Control contract proposal for a 3 year term

PROGRESS REPORTS

ADJOURNMENT

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

The City of Cashmere is an equal opportunity provider and employer.

To file a complaint of discrimination, write USDA, Director, Office of Civil rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202)720-6382 (TDD).

**CITY OF CASHMERE
MINUTES OF REGULAR STUDY SESSION
MONDAY, AUGUST 13, 2012 AT CASHMERE CITY HALL**

OPENING

Mayor Gomes opened the study session at 6:05 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 Donna Wynne Derek Knutsen John Bryant	
Staff:	Bob Schmidt, Dir. of Operations Kay Jones, Clerk-Treasurer Mark Botello, Dir. of Planning/Bldg Chuck Zimmerman, City Attorney	

DISCUSS NEXT STEPS AFTER REVIEW OF THE FINAL PUBLIC SAFETY REPORT

Mayor Gomes wanted to let the City of Leavenworth know what direction the City of Cashmere was going to take after discussing the Final Public Safety Report.

Mayor Gomes stated that he has asked the Sheriff's Department to meet with Cashmere monthly and provide the City monthly call out reports from RiverCom. Sheriff Burnett informed Mayor Gomes that the new program he has will allow them to more accurately track the deputies hours.

Council discussed the need for the Sheriff to define a variable; variables that the City can say they want or don't want. Other items to discuss with the Sheriff include: can the City allocate a portion of the hours the deputies spend in the City; what does a per call basis service model look like; is the service level in the city the same per capita as the county; and is the base cost for law enforcement services the same level as the county.

Consensus of the City Council was to continue contracting with the Chelan County Sheriff. They are not comfortable starting a City Police department nor are they comfortable with contracting with a new entity at this time. The Mayor and Council have identified their expectations from the existing contract and intend to communicate them to the sheriff as soon as possible.

Mayor Gomes stated that since the oversight committee meeting he has seen a willingness from the sheriff's administration to comply with the City's concerns.

ADJOURNMENT

Mayor Gomes closed the public hearing and adjourned the study session at 6:58 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY AUGUST 13, 2012 AT CASHMERE CITY HALL

OPENING

Mayor Jeff Gomes opened the regular city council meeting at 7:00 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 Donna Wynne Derek Knutsen John Bryant	
Staff:	Bob Schmidt, Dir. of Operations Kay Jones, City Clerk-Treasurer Mark Botello, Dir. of Planning/Building Chuck Zimmerman, City Attorney	

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Director Botello reported that he has received an Urban Growth Area Amendment request. He will start the amendment process with the Planning Commissioners. The process will take about three months with the Planning Commissioners and then the amendment request will come before the City Council for approval.

Mayor Gomes announced that the Tigner Road project has been delayed until next year's summer break. The goal was to have the project completed this year before school is back in session. Since federal dollars are involved the project plans and specs have to receive federal approval. The approval has taken longer than expected and this late in the year the project cannot be completed before school starts, so the decision was made to postpone.

Also, the Christmas tree in Ardeta Park is dying and needs to be removed. A new tree will be planted in its place.

Director Botello reported that he presented the Railroad Avenue Improvement project grant application at the WVTC meeting that he and Mayor Gomes attended. The City's project cost is \$290,109 grant funds and \$45,277 city match. The total for all of the projects selected to receive grant funding is \$3,833,128 but there is only \$3,609,000 STP funds available. The City's project has been selected and is in the running for final approval. More grant funds would have to become available for all the projects to be funded.

Also, this coming Wednesday Director Botello will be presenting the City's Riverside Park grant application in Olympia.

APPROVAL OF AGENDA

MOVED by Councilor Bryant and seconded by Councilor Fletcher to approve the agenda as amended, with the addition of #6 Riverside Park parking. Motion carried.

CONSENT AGENDA

Minutes of July 9, 2012 Regular Study Session Meeting

Minutes of July 23, 2012 Regular Council Meeting

Minutes of July 30, 2012 Special Joint Study Session Meeting

Payroll and Claims Packet Dated August 13, 2012

Claims Check No. 32321, 32353 and 32388 through 32447 totaling \$355,549.77

Payroll check No. 32354 through 32383 totaling \$114,714.30

MOVED by Councilor Bryant and seconded by Councilor Wynne to approve the consent agenda. Motion carried.

RESOLUTION NO. 06-2012 PETITION TO VACATE A PORTION OF RIVER STREET

A small portion of undeveloped right-of-way remains after the re-alignment and installation of the new River Street and Sunset Highway project. This small portion of right-of-way is approximately 600 square feet in size. Crunch Pak has offered to purchase this property for \$900 and they will pay for all the applicable survey, legal description and recording fees.

City staff utilized the same valuation process that was used for the River Street and Sunset Highway vacation process last year. City staff is recommending approval of the petition to vacate a portion of River Street.

MOVED by Councilor Fletcher and seconded by Councilor Knutsen to approve Resolution No. 06-2012 petition to vacate a portion of River Street. Motion carried.

GENERAL ANNEXATION DISCUSSION

City Attorney Chuck Zimmerman and Director Mark Botello discussed the need for addressing the following matters before the City receives an annexation application: water rights, no protest to annexation policy and regional wastewater.

Ann Chipman withdrew her request for annexation and will submit an annexation application when the City has addressed these issues.

The City needs to revisit CMC 13.10.020 Water connection outside city limits prohibited. Currently city code states; no new water lines and no new water service connections or water utility services shall be allowed, approved or extended outside the city limits of Cashmere, unless approved by the Cashmere City Council after sufficient additional water rights have been transferred to the City to serve and support all potential uses of the real property to which the water service is to be connected. Since the City now has additional water available this section needs to be amended. Director Botello likes how the City of Chelan's code reads.

The City needs to look at putting a "no protest to annexation policy" in place. If the city extends utilities to property outside the limits of the City the property owner would be required to sign a no protest to annexation. The purpose is that if the city has extended utilities the owner cannot protest if the city wants to annex the property anytime in the future.

The City needs to revisit the idea of regional wastewater; are they interested in looking at and discussing options for accepting wastewater from the Peshastin and Dryden area.

Director Botello will work with Attorney Chuck Zimmerman to draft an amendment to city code for the council to discuss at a study session.

CHANGE ORDER NO. 3 TO RIVERFRONT DRIVE WATER AND SEWER EXTENSION PROJECT

The change order is due to finding the old abandoned sewer main along lagoon cell #1 further into the roadway than anticipated. The line was also still full of water and after closing a valve that was found open still had some water flow. So the two new wastewater lines were installed further into the roadway. Thus more asphalt grinding, gravel resurfacing, and asphalt repair. This change order also includes a repair of a sunken piece of asphalt near the City lift station that was caused by natural ground water. The cost of change order #3 is \$13,132.07

MOVED by Councilor Fletcher and seconded by Councilor Moore to approve Change Order No. 3 to Riverfront Drive Water and Sewer Extension project in the amount of \$13,132.07. Motion carried.

CHANGE ORDER NO. 4 TO RIVERFRONT DRIVE WATER AND SEWER EXTENSION PROJECT

The Change order is due to finding the old abandoned sewer main along lagoon cell #1 further into the roadway than anticipated and extending North into the intersection where the two existing wastewater mains needed to be connected and extended. Because of the interference of the old steel line the connections needed to be re-designed requiring additional time, fittings and backfill. The cost of change order #4 is \$8,528.19.

MOVED by Councilor Fletcher and seconded by Councilor Knutsen to approve Change Order No. 4 to the Riverfront Drive Water and Sewer Extension project in the amount of \$8,528.19. Motion carried.

CHARTER FRANCHISE EXTENSION AGREEMENT

MOVED by Councilor Fletcher and seconded by Councilor Wynne to approve the Charter Franchise Extension Agreement with a month to month term. Motion carried.

RIVERSIDE PARK PARKING

Councilor Bryant passed around pictures of the street parking at Riverside Park during soccer games. People are parking along the street for closer access and to watch the game from their cars, instead of using the parking lot. Cars are parking in front of the fire hydrants, sometimes blocking driveways and parking on residents' lawns. This is creating quite a problem for the residents along Riverside Drive. If the City were to post no parking signs the residents on Riverside Drive wouldn't be able to park in front of their homes, which a majority of them do.

Part of the problem is it's hard to tell where the right-of-way ends and the private property begins. Some property owners have improved the right-of-way or made a place to park their car, but it's still street parking. Law Enforcement can't get involved unless cars are parked in a no parking zone. Otherwise street parking is for everyone.

City Attorney Chuck Zimmerman suggested self policing. The City should contact the leagues and have them inform the participants and the spectators to use the parking lot instead of parking on the street.

PROGRESS REPORTS

Director Bob Schmidt reported that wastewater cell #2 is cleaned out; all of the weeds and bushes have been removed and now they will start screening sludge.

Director Mark Botello reported that he has issued Crunch Pak a temporary 60 day occupancy permit for the new building expansion.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 8:08 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer



**City of Cashmere, WA
Animal Control Services
Wenatchee Valley Animal Control, LLC**

August 8, 2012

Contract Proposal for City of Cashmere, WA. 3 year term 2013-2015

Wenatchee Valley Animal Control is proud to uphold state laws and city and county ordinances pertaining to the animal control, disposal, investigation of cruelty, abuse and neglect. The city of Cashmere represents 2.5% of Animal Control services for the 10 jurisdictions currently served.

January 1, 2010, Wenatchee Valley Animal Control became a separate LLC from Wenatchee Valley Humane Society. The goal of creating a separate entity is to create an accurate portrayal of P&L for the jurisdictions that we serve. 2010 was the first year that Animal Control had a separate accounting system from the Humane Society. This created some difficulty in budgeting but provided a base line moving forward for 2011, 2012 and years to come.

Challenging components to the budget are fuel costs, rising maintenance costs, insurance rates, reduced pet licenses, and the cost to care for an increased number of animals that Animal Control has picked up as stray and abandoned for which their owners do not claim.

Wenatchee Valley Animal Control does not seek to earn a profit, but merely to cover expenses. However, it has been **operating at a loss for the last 3 years without a reserve for capital expenses or emergency fund**. Please note that administrative costs for Animal Control are shared expenses with Wenatchee Valley Humane Society (35%), Club Pet (30%). Animal Control portion of administrative expense is 35%

Your current contract fee is \$13,260.00 which expires on 12/31/2012.

The renewed contract fee for 2013 is \$14,320.00 (8% increase) and \$14,606.000 for 2014 (2% increase) and \$14,898.00 for 2015 (2% increase).

We look forward to serving the City of Cashmere with pride.

Regards,

A handwritten signature in cursive script that reads 'Dawn Davies'.

Dawn Davies
Executive Director

CONTRACT FOR SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 20____ 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 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, 2013 until the 31st day of December, 2015 or until terminated as provided herein.

2. WVAC, 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 Humane 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 Wenatchee Valley 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 Wednesdays and 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 WVAC 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 WVAC and not employees of the City.

(f) License Issuance. The WVAC 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 WVAC to private individuals residing in the City shall not be released to their new owners until a valid City license is obtained. The WVAC 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 WVAC.

(h) The City shall defend, indemnify, and hold WVAC harmless for claims, losses, demands and causes of action arising from WVAC's scope of work pertaining

strictly to the enforcement of City and State Laws for animal control by employees of WVAC. WVAC shall defend, indemnify and hold the City harmless for all other claims, losses, demands and causes of action arising from WVAC's comparative negligence under this agreement. Humane 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. WVAC 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 WVAC's obligations arising from this agreement, except equipment and supplies which the City shall furnish from time to time at their 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 WVAC as partial compensation for the services as specified herein, to retain all impounding, board, and vaccination fees collected by WVAC.

(b) To pay WVAC from the City's funds such sum as the City and WVAC shall agree upon.

(c) The City shall cooperate with WVAC to see that each employee 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 WVAC and its employees and to educate Humane and its employees of the city ordinances.

4. The City shall pay to WVAC the sum of Fourteen thousand three hundred twenty dollars (\$4,320.00), for a period commencing on the first day of January, 2013 and \$14,606.000 for 2014 (2% increase) and \$14,898.00 for 2015 (2% increase). Said

Wenatchee Valley Humane Society
Profit & Loss Budget vs. Actual Animal Control
January through June 2012

Ordinary Income/Expense	<u>Jan - Jun 12</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Income			
4000 · WVHS Income			
4001 · Animal Control Contracts	279,294.26	279,243.96	50.30
4002 · Boarding Fees	5,704.00	7,500.00	-1,796.00
4003 · Cat License/Registration	5,613.00	6,159.98	-546.98
4004 · Dog Licenses/Registrations	100,888.50	120,000.00	-19,111.50
4006 · PDA Registrations	1,525.00	1,250.02	274.98
4007 · Vaccinations	2,160.00	2,499.98	-339.98
4008 · Pet Redemption Fees	10,950.00	12,500.02	-1,550.02
4009 · Late Fees	3,166.00	1,600.00	1,566.00
4010 · Cat Trap Rental	305.00	450.00	-145.00
4015 · Senior Discounts	-9,636.00	-2,700.00	-6,936.00
Total 4000 · WVHS Income	<u>399,969.76</u>	<u>428,503.96</u>	<u>-28,534.20</u>
4100 · Shelter Services			
4104 · Pick-ups-Owned Animals	65.00	50.02	14.98
Total 4100 · Shelter Services	<u>65.00</u>	<u>50.02</u>	<u>14.98</u>
Total Income	<u>400,034.76</u>	<u>428,553.98</u>	<u>-28,519.22</u>
Gross Profit	400,034.76	428,553.98	-28,519.22
Expense			
6000 · Communications			
6010 · Cellular Phones	4,358.15	2,949.98	1,408.17
6040 · Telephone	1,238.93	2,175.00	-936.07
Total 6000 · Communications	<u>5,597.08</u>	<u>5,124.98</u>	<u>472.10</u>
6100 · Compensation			
Animal Control			
6120 · Animal Control	110,234.99	123,076.95	-12,841.96
6125 · AC Overtime	2,470.83	1,250.02	1,220.81
6128 · Staff & Support Service Expense	122,499.97	122,499.98	-0.01
Total Animal Control	<u>235,205.79</u>	<u>246,826.95</u>	<u>-11,621.16</u>
Total 6100 · Compensation	235,205.79	246,826.95	-11,621.16
6140 · Employment Expense			
6141 · New Hire Exams	177.00	249.98	-72.98
6142 · Vaccinations	0.00	125.02	-125.02
Total 6140 · Employment Expense	<u>177.00</u>	<u>375.00</u>	<u>-198.00</u>
6150 · Fringe Benefits			

Wenatchee Valley Humane Society
Profit & Loss Budget vs. Actual Animal Control
January through June 2012

	<u>Jan - Jun 12</u>	<u>Budget</u>	<u>\$ Over Budget</u>
6151 · Health Insurance	12,421.53	17,453.48	-5,031.95
6152 · Life Insurance	320.25	659.48	-339.23
Total 6150 · Fringe Benefits	<u>12,741.78</u>	<u>18,112.96</u>	<u>-5,371.18</u>
6160 · Payroll Expenses			
6161 · FICA	8,391.16	8,815.62	-424.46
6162 · L&I	5,610.35	6,992.38	-1,382.03
6163 · S.U.I	1,462.28	2,387.62	-925.34
Total 6160 · Payroll Expenses	<u>15,463.79</u>	<u>18,195.62</u>	<u>-2,731.83</u>
6200 · Depreciation	8,537.81	7,500.00	1,037.81
6300 · Dues, Licenses, Fees	200.00	350.02	-150.02
6310 · Meeting Expense	451.26	249.98	201.28
6320 · Miscellaneous	0.00	0.00	0.00
6330 · Newsletter Expense	0.00	500.00	-500.00
6340 · Veterinary Services			
6346 · Emergency Veterinary Services	3,151.31	2,499.98	651.33
Total 6340 · Veterinary Services	<u>3,151.31</u>	<u>2,499.98</u>	<u>651.33</u>
6400 · Insurance			
6420 · Liability Insurance	10,981.01	12,298.10	-1,317.09
Total 6400 · Insurance	<u>10,981.01</u>	<u>12,298.10</u>	<u>-1,317.09</u>
6500 · Occupancy			
6530 · Disposal Expense	2,424.31	2,250.00	174.31
6570 · Rent Expense	24,999.96	25,000.01	-0.05
Total 6500 · Occupancy	<u>27,424.27</u>	<u>27,250.01</u>	<u>174.26</u>
6600 · Office Expenses			
6610 · Bank Fees	1.50	0.00	1.50
6615 · CC Processing Fee	961.79	600.00	361.79
6620 · Computer Expense	5,532.89	4,500.00	1,032.89
6655 · Office Supplies	1,972.52	1,749.98	222.54
6670 · Postage	120.47	500.02	-379.55
Total 6600 · Office Expenses	<u>8,589.17</u>	<u>7,350.00</u>	<u>1,239.17</u>
6700 · Professional Fees			
6710 · Accounting	1,633.34	2,700.00	-1,066.66
6720 · Legal	660.36	1,500.00	-839.64
Total 6700 · Professional Fees	<u>2,293.70</u>	<u>4,200.00</u>	<u>-1,906.30</u>
6800 · Supplies			
6810 · Animal Food	2,072.18	2,750.02	-677.84
6820 · Animal Supplies	1,249.23	2,499.98	-1,250.75

Wenatchee Valley Humane Society
Profit & Loss Budget vs. Actual Animal Control
January through June 2012

	<u>Jan - Jun 12</u>	<u>Budget</u>	<u>\$ Over Budget</u>
6830 · Euthanasia Supplies	1,119.54	500.02	619.52
6840 · Licensing Expense	6,207.03	6,400.00	-192.97
6850 · Other Supplies	85.74	75.00	10.74
6870 · Uniforms	918.88	600.00	318.88
6880 · Vaccination Supplies	3,979.53	5,000.02	-1,020.49
Total 6800 · Supplies	<u>15,632.13</u>	<u>17,825.04</u>	<u>-2,192.91</u>
6900 · Vehicles			
6920 · Vehicle Fuel	11,513.17	11,499.98	13.19
6930 · Vehicle Maint. & Repairs	2,047.38	2,499.98	-452.60
6940 · Vehicle Registrations	35.50	125.02	-89.52
Total 6900 · Vehicles	<u>13,596.05</u>	<u>14,124.98</u>	<u>-528.93</u>
6990 · Travel and Training	<u>3,355.82</u>	<u>3,454.54</u>	<u>-98.72</u>
Total Expense	<u>363,397.97</u>	<u>386,238.16</u>	<u>-22,840.19</u>
Net Ordinary Income	36,636.79	42,315.82	-5,679.03
Other Income/Expense			
Other Income			
8000 · Cash Donations			
8010 · Animal Care	0.00	0.00	0.00
8080 · EVC Donations	200.00	5,000.02	-4,800.02
8085 · Animal Control Reward Money	45.00	249.98	-204.98
8088 · Staff Retirement/Training	1,819.92	2,000.02	-180.10
8090 · Other Cash Donations	457.00	0.00	457.00
Total 8000 · Cash Donations	<u>2,521.92</u>	<u>7,250.02</u>	<u>-4,728.10</u>
8799 · Restitution Income	<u>2,676.85</u>	<u>0.00</u>	<u>2,676.85</u>
Total Other Income	5,198.77	7,250.02	-2,051.25
Other Expense			
9000 · Other Expense			
9080 · NSF Check	180.00	99.98	80.02
Total 9000 · Other Expense	<u>180.00</u>	<u>99.98</u>	<u>80.02</u>
Total Other Expense	<u>180.00</u>	<u>99.98</u>	<u>80.02</u>
Net Other Income	<u>5,018.77</u>	<u>7,150.04</u>	<u>-2,131.27</u>
Net Income	<u>41,655.56</u>	<u>49,465.86</u>	<u>-7,810.30</u>