

CASHMERE CITY COUNCIL MEETING
MONDAY, JULY 22, 2019 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

- June Financial report is on the website

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of July 8, 2019 Regular Council Meeting
2. Payroll and Claims Packet Dated July 22, 2019

BUSINESS ITEMS

1. Crunch Pak Road Maintenance Agreement
2. Pre-Employment Transition Services Work Experience Agreement with Skill Source

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 JULY 8, 2019 AT CASHMERE CITY HALL

OPENING

Mayor Jim Fletcher opened the regular City Council meeting at 6:00 p.m. at City Hall. City Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

Present

Not Present

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

Sheriff Burnett presented the Chelan County Sheriff's Office Report for 2018.

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

No Comments from the public.

APPROVAL OF AGENDA

MOVED by Councilor Erickson and seconded by Councilor Carlson to approve the agenda as presented. Motion carried 5-0.

CONSENT AGENDA

Minutes of June 24, 2019 Regular Council Meeting

Payroll and Claims Packet Dated July 8, 2019

Claims Direct Pay and Checks #39778 through #39810 totaling \$213,008.87

Payroll Direct Pay and Checks #39754 through #39777 totaling \$116,918.95

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

DIRECTOR BILL LARSON AND BUSINESS MANAGER NICOLE THOMSON - DISCUSSION ON CHELAN COUNTY REGIONAL JUSTICE CENTER RATES FOR 2020

Director Larson explained that after reviewing the budget, which includes wages, debt, and the security upgrades, the Day Bed Rate will increase from \$96.00 to \$120.50 starting in 2020. The budget amount is divided by the average daily population to determine the bed rate. The onetime processing fee of \$125.00 will be eliminated going into 2020.

City will still be on the 3-year rolling average and there will be a reconciliation period to adjust for any over or under payment. The City's monthly payment will increase approximately \$215.00.

The Jail is not subsidized by the County's general fund; however, the County does pay the same bed rate as everyone else. The County's budget, including the Sheriff's department and Jail, can be found on the County website.

WORKSHOP TO DISCUSS WATER RATE STUDY

Mayor Fletcher presented the information from FCS Group regarding the water rate study. The rate study shows two options; one option showing an increase starting at 7.5% to 4% to 2.5% and the other option is smoothed to a 4% annual rate increase over eight years. The 4% increase is needed if the City Council decides to fully fund the \$400,000 annual transfer to fund capitals. It was discussed that if upgrades and capitals were not fully funded and it was likely that the budget for maintenance and repairs would then increase.

WORKSHOP TO DISCUSS STREET LIGHT REPAIR PROJECT

Mayor Fletcher reported that to date the City has spent \$60,582.00 on the street light GFI's and wiring repairs. Nine streets have been repaired and the lights are on and the GFI's are holding. There are five streets that have been repaired and the lights are working, but occasionally fail. Chapel and Perry Street are still in progress. Perry Street has been repaired in several places and is still not working. The consensus of the City Council was to finish Chapel Street, get an estimate for Perry Street for new wire and conduit and work with the PUD regarding Olive Street.

PROGRESS REPORTS

The Chapel Street project is moving along.

Senator Hawkins is holding a Town Meeting September 3rd between 8:30 a.m. and 9:30 a.m. at City Hall.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 7:35 p.m.

James Fletcher, Mayor

Attest:

Kay Jones, Clerk-Treasurer

STREET MAINTENANCE AGREEMENT

This Street Maintenance Agreement (the "Agreement") is made and entered into by and between the City of Cashmere, a Washington municipal corporation (the "City"), and Crunch Pak, LLC, a Washington limited liability company ("Crunch Pak"). The City and Crunch Pak are collectively referred to herein as the "Parties" and may individually be referred to as a "Party."

RECITALS

1. The purpose of this Agreement is to authorize Crunch Pak to provide street maintenance and improvements activities on certain streets in the City utilized significantly by Crunch Pak.
2. The streets the terms of this Agreement shall apply to are Foster Street and that portion of Chapel Street located north of Mission Creek (hereinafter collectively referred to as the "Streets").
3. Crunch Pak has requested permission from the City to provide the maintenance and improvements activities set forth in this Agreement and the City Council has determined that entry into this Agreement with Crunch Pak is in the best interests of the citizens of the City.

Based upon the foregoing Recitals, the City and Crunch Pak agree as follows:

AGREEMENT

1. The Recitals set forth above are made a part of this Agreement as if set forth in full herein.
2. The term of this Agreement shall commence on approval of the Agreement by both Parties (the "Commencement Date") and shall be perpetual until terminated by either Party providing thirty (30) days' written notice to the other Party.
3. During the term of this Agreement, Crunch Pak is authorized to perform the following maintenance and improvements activities on the Streets:
 - a. Removal and management of snow and ice;
 - b. Keep the Streets clear of obstructions, including fallen trees and/or branches;
 - c. Manage vegetation so it does not interfere with the public use of the Streets; and
 - d. Repair potholes and patch pavement.
4. Crunch Pak shall perform the maintenance and other improvements activities identified in this Agreement on the Streets in a manner consistent with City street maintenance standards at Crunch Pak's expense and shall at all times keep the Streets open to use by the general public,

except for limited periods of time necessary to complete the repair and/or improvements activities identified in this Agreement.

5. Entry into this Agreement by the City is an accommodation to Crunch Pak and shall not result in any payments by the City to Crunch Pak for any of the work performed by Crunch Pak on the Streets. In the event the work performed by Crunch Pak on the Streets is deemed unsatisfactory by the City, the City shall notify Crunch Pak and Crunch Pak shall repair the areas of the Streets identified by the City in a manner consistent with City standards within ten (10) days of the date of notification by the City, or the City may make the repair and charge the cost of the same to Crunch Pak.

6. The City and Crunch Pak may determine that major improvements to the Streets, such as resurfacing, should be performed and decide on a case-by-case basis how to coordinate completion of such improvements and how to share the costs of making any such major improvements.

7. Crunch Pak shall indemnify, defend, and hold harmless the City from and against all liability arising out of Crunch Pak's, or Crunch Pak's agents and/or contractors', activities undertaken pursuant to the terms of this Agreement, to the fullest extent permitted by law.

CRUNCH PAK SPECIFICALLY WAIVES IMMUNITY UNDER TITLE 51 RCW FOR CLAIMS BROUGHT BY EMPLOYEES OF CRUNCH PAK AGAINST THE CITY AS A RESULT OF ACTIVITIES UNDERTAKEN BY CRUNCH PAK PURSUANT TO THE TERMS OF THIS AGREEMENT AND AGREES TO FULLY INDEMNIFY THE CITY FROM ANY SUCH CLAIMS PURSUANT TO THIS INDEMNIFICATION PROVISION.

8. Crunch Pak agrees to maintain general commercial liability insurance with insurers acceptable to the City providing insurance for Crunch Pak for claims arising out of Crunch Pak's activities pursuant to this Agreement with limits of at least one million dollars (\$1,000,000) per occurrence. Within ten (10) days following the Commencement Date of this Agreement, and annually thereafter, Crunch Pak shall provide the City with written documentation naming the City as an additional insured on the aforementioned insurance.

9. This Agreement contains the entire agreement between the City and Crunch Pak concerning the matters identified in this Agreement and supersedes and replaces all prior verbal understandings concerning maintenance and improvements activities associated with the Streets. This Agreement may only be amended by a written document approved and executed by both Parties.

10. A fully executed photocopy of this Agreement shall be treated the same as an original of this Agreement for all purposes.

APPROVED by Crunch Pak, LLC, the
12th day of July, 2019.



Drew Dalgetty, VP Production and Operations

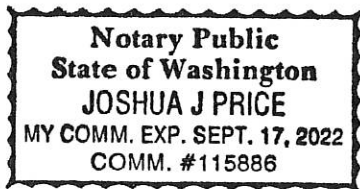
ADDRESS FOR NOTICES:

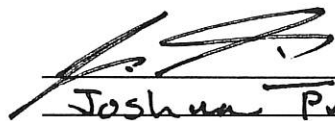
Crunch Pak, LLC
Attn: VP Production and Operations
300 Sunset Hwy
Cashmere, WA 98815
Telephone: (509) 782-2807

STATE OF WASHINGTON)
)ss.
County of Chelan)

I certify that I know or have satisfactory evidence that DREW DALGETTY is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a VP Production and Operations of Crunch Pak, LLC to be the free and voluntary act of such Party for the uses and purposes mentioned in the instrument.

Dated: 7/12, 2019.





Joshua Price (Printed name)
NOTARY PUBLIC, state of Washington
My appointment expires 9/17/22

PRE-EMPLOYMENT TRAINING SERVICES WORK EXPERIENCE AGREEMENT

The purpose of this agreement is to provide the Trainee with an opportunity for career exploration and skill development. The parties entering into this agreement are:

City of Cashmere , hereinafter referred to as BUSINESS,

SKYLER WIERIMA, hereinafter referred to as TRAINEE, and SkillSource.

This agreement begins July 23, 2019 and ends September 16, 2019 or after 120 hours worked, whichever comes first.

A. Business agrees to:

1. Teach Trainee assigned training tasks (Attachment C: Training Plan).
2. Evaluate Trainee's competence performing assigned tasks (Attachment C: Training Plan).
3. Provide sufficient equipment and materials to perform assigned tasks. Provide enough work to occupy all Trainees during working hours.
4. Familiarize Trainee with business location, co-workers, dress standards and safe working practices.
5. Schedule Trainee work hours to avoid conflict with school or classroom training. Release Trainee for other training as requested by SkillSource. Trainee may not work more than 40 hours per week (Saturday through Friday).
6. Notify SkillSource within eight hours concerning a Trainee accident or injury.
7. Monitor work attendance including timesheet due date and signatures. Late timesheets will delay Trainee's paycheck.
8. Report only actual hours worked and delegate timesheet approval to another supervisor if Trainee's regular supervisor is absent and/or not available to sign.
9. Allow Trainee unpaid leave for State holidays. No overtime, holiday or sick pay allowed. Payment for hours worked in excess of these limits will be the sole responsibility of the worksite.
10. Give Trainee a ½ hour unpaid lunch break when working more than five hours. Trainees must be allowed appropriate breaks.
11. Notify SkillSource Trainer if Trainee is habitually absent.
12. Maintain a current minor work permit, when training individuals under 18 years of age.
13. Read, post, and follow "Minor Work Regulations" where applicable.
14. Comply with Attachment A: Employer Assurances, Attachment B: General Conditions and Supervisors Manual.

B. Trainee agrees to:

1. Meet performance objectives assigned by supervisor and trainer.
2. Be to work on time and notify supervisor before shift if late or if you cannot make it to work.
3. Dress and behave according to business standards. Follow instructions and avoid unsafe acts.
4. Not use alcohol or drugs before work. Such behavior will result in termination.
5. Learn assigned tasks to the best of your ability and ask supervisor if unsure how to do a task.
6. Notify your trainer and supervisor at least one week before quitting.
7. Read Minor Work Regulations and be aware of unsafe working conditions (if under 18).
8. Maintain satisfactory school progress.
9. Submit timesheet to SkillSource on time. Late timesheets will delay your paycheck.
10. Notify trainer if you have concerns about your ability to perform to workplace expectations.
11. Additional trainee requirements and expectations: _____

C. SkillSource agrees to:

1. Inform supervisor and trainee about guidelines and procedures, including business and trainee rights and responsibilities.
2. Assist trainee and supervisor to resolve any workplace problems.
3. Counsel trainee to resolve personal problems affecting training.
4. Monitor trainee and business periodically to review progress and compliance with this agreement. Review trainee's evaluations, counsel trainee and make worksite adjustments as necessary.
5. Pay trainee \$ per hour, social security and worker's compensation taxes for actual hours worked performing assigned training tasks. Trainee will not be paid for absences (sickness or otherwise) or recreational activities.
6. Provide special clothing and safety gear when not normally available from business.
7. Monitor school progress.
8. Familiarize supervisor with effective trainee training techniques.
9. Make careful placements to participating businesses.

I understand and accept the responsibilities and conditions of this agreement:

_____ Skylar Wierince _____
 Trainee

_____ 7-18-19 _____
 Date

_____ Lee P. Hall _____
 Authorized Business Representative
 SkillSource Representative

_____ 7-18-19 _____
 Date

TRAINING AGREEMENT

Attachment A: Assurances

In connection with SkillSource, federal, and state policy concerning Work Experience training, Business assures that:

1. Trainee will not replace any laid-off or terminated employees of the Business.
2. Trainee will not be involved in political activities during work hours.
3. Working conditions for the Trainee will be the same as those of similarly employed workers.
4. Trainee will not construct, operate or maintain a facility used or to be used for sectarian instruction or as a place of religious worship.
5. Business will not discriminate against any individual on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief.
6. Working conditions will not be unsanitary, hazardous or dangerous.
7. Training agreement will not impair existing contract for services or collective bargaining agreements.
8. Trainee is not related to the Business owner's or supervisor's family.
9. Business will take necessary actions to comply with Department of Labor regulations and requirements upon written notification from SkillSource of non-compliance with any of the assurances, agreements or conditions of this agreement. Appropriate corrective action shall occur within ten (10) days written notice from the date of mailing.
10. Business will comply with the conditions stipulated in Attachment B: General Conditions.
11. Business will adhere to the conditions of the Training Agreement as they pertain to the worksite.
12. Business will provide appropriate Trainee job descriptions, service agreements, evaluations and other records required by SkillSource.

Authorized Business Representative

Lee P. Walker

SkillSource Representative

Date

7-18-19

Date

TRAINING AGREEMENT

Attachment B: General Conditions

RECORD KEEPING:

Business will keep Trainee records including:

- Trainee time and attendance
- Copies of warning letters and other correspondence relating to Trainee
- Copy of Training Agreement

COLLECTIVE BARGAINING

If a collective bargaining agreement is in effect during the training period, business shall give a copy of this Training Agreement to the collective bargaining agent. If any provision of this Training Agreement is inconsistent with any provision of an applicable collective bargaining agreement, business shall obtain agent's written concurrence. Business shall retain written evidence of the notification to, and the concurrence of, the collective bargaining agent.

COMPLAINTS/GRIEVANCES

Complaints arising from this training shall first be informally resolved between the complainant and the respondent. Bona fide Workforce Investment Act complaints shall be processed in accordance with the SkillSource Complaint and Grievance Procedure. SkillSource reserves the right to review any complaint or grievance arising from the terms of this agreement. Business agrees to present any relevant documentation or records to SkillSource upon written request.

MODIFICATIONS

Amendments to this agreement may be made when there is a:

- Change in the end date and/or total number of hours to be worked by the Trainee
- Revision of training plan
- Additional requirements that are imposed on SkillSource
- Amendments must be in writing with signatures or initials on the original agreement.

DISCIPLINARY ACTION

Prior to suspension or termination of training, Business shall notify Trainee and SkillSource of unsatisfactory performance. The notification must describe the problem(s), corrective action which must occur, and the consequences if the problem continues.

DISPLACEMENT OF WORKERS

No currently employed worker may be displaced by a Trainee (including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits). No Trainee shall be assigned or job opening filled when any other individual is on layoff from the same or any substantially equivalent job or when the business has terminated the employment of any regular employee or otherwise reduced its workforce with the intent to host a Trainee. Work Experience and Internship positions cannot infringe upon the promotional opportunities of employees.

FEDERAL/STATE LIABILITY:

It is understood that the United States and the State of Washington are not parties hereto and that no legal liability on the part of the Federal or State Government is implied under the terms and conditions of this agreement.

INDEMNIFICATION

Business shall indemnify, defend and hold harmless SkillSource against any and all claims, liabilities, obligations, losses, costs, charges, expenses, causes of action, suits, demands, judgments and damages of any kind or character whatsoever, including, but not limited to, reasonable attorneys' fees and costs incurred or sustained by SkillSource, arising from the activities of Business, its agents or employees, pursuant to this Agreement or the failure to perform the obligations hereunder, by Business, its agents or employees.

SkillSource shall indemnify, defend and hold harmless Business against any and all claims, liabilities, obligations, losses, costs, charges, expenses, causes of action, suits, demands, judgments and damages of any kind or character whatsoever, including, but not limited to, reasonable attorneys' fees and costs incurred or sustained by Business, arising from the activities of SkillSource, its agents or employees, pursuant to this Agreement or the failure to perform the obligations hereunder by SkillSource, its agents or employees.

Attachment C:

Pre-ETS Work Experience Worksheet Worksheet

Activity PWX Contract # 1049 Program (Fund) PT

Trainee SKYLER WIERIMA Job Title Municipal Services Assistant Trainer SLH

Work Site City of Cashmere Phone 509-782-3513

Worksite Address 101 Woodring St, Cashmere WA, 98815

Trainee's Supervisor Steve Croci Title _____

Business Type Private Non-Profit - PNP Tax ID # _____

Start Date July 23, 2019 Days/week 5 Work Schedule 5 hrs/day; 25.00 hrs/wk Wage \$12.00

Est. End Date September 16, 2019

PWX Specific Tasks:	
1.	SEE ATTACHED DESCRIPTION FOR: MUNICIPAL SERVICES ASSISTANT
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

ADDITIONAL INFORMATION

Note any additional circumstances or needs (i.e. uniforms) _____

Will the trainee use any power tools/equipment? Yes _____ No _____

If yes, list _____

How much of the time will the trainee be directly supervised? _____ %

Trainer _____

Date: _____