

CASHMERE CITY COUNCIL MEETING

MONDAY, JUNE 10, 2024, 6:00 P.M., CITY HALL

THE PUBLIC CAN ATTEND IN PERSON, CALL-IN OR LOG-IN TO ZOOM TO PARTICIPATE IN THE CITY COUNCIL MEETING. PLEASE CALL-IN OR LOGIN 5 MINUTES PRIOR TO MEETING.

To Join the Meeting Go To https://zoom.us Meeting ID: 882 719 9871 Passcode: 788276 Audio Only: PH# 1-(253)-215-8782

AGENDA

CALL TO ORDER - ROLL CALL - FLAG SALUTE

ANNOUNCEMENTS

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

- 1. Minutes of May 13, 2024, Regular Council Meeting
- 2. Minutes of May 28, 2024, Meeting Canceled
- 3. Payroll and Claims Packet Dated May 28, 2024
- 4. Payroll and Claims Packet Dated June 10, 2024
- 5. Public Hearing June 24, 2024, at 6:00 PM on Master Cable Franchise Agreement

BUSINESS ITEMS

- 1. Pool Manager Christie Bagley Update on Cashmere City Pool
- 2. Agreement for Independent Contractor Services with North Central Educational Service District 171

PROGRESS REPORTS

ADJOURNMENT

MINUTES OF THE CASHMERE CITY COUNCIL MEETING MONDAY MAY 13, 2024, AT CASHMERE CITY HALL – In-Person and Digital

OPENING

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

The public can attend the council meeting in person, by phone, or by digital conference.

ATTENDANCE

Present

Not Present

Mayor:

Jim Fletcher

Council:

John Perry Chris Carlson Shela Pistoresi Jayne Stephenson Jeff Johnson

Staff:

Kay Jones, Clerk-Treasurer

Steve Croci, Director of Operations

PUBLIC COMMENT

Lee Stephenson residing at 210 Chapel Street addressed the council regarding the city tagging his boat that is parked on the street and then sending a Deputy to his door talking about towing the vehicle. He has had the boat since 2015 and parks it on the street for several months during boating season. To get the boat off the street he was going to park it in his front yard but was told that was prohibited as well.

Stephenson stated that the city's storage and parking codes for recreational vehicles is outdated and unreasonable and requested the council revisit Section 17.58.090 and either remove or revise several subsections.

APPROVAL OF AGENDA

MOVED by Councilor Carlson and seconded by Pistoresi to approve the agenda as presented. Motion carried unanimously.

CONSENT AGENDA

Minutes of April 22, 2024, Study Session

Minutes of April 22, 2024, Regular Council Meeting

Payroll and Claims Packet Dated May 13, 2024

Claims Direct Pay and Check #43386 and #43387 through #43423 totaling \$174,770.52 Payroll direct Deposit and Check #43381 through #43385 totaling \$84,044.40

MOVED by Councilor Perry and seconded by Councilor Stephenson to approve the items on the Consent Agenda. Motion carried

City Council Minutes May 13, 2024

DISCUSSION ON FUTURE CITY REVENUES (NO ACTION)

The council was provided with a handout listing all the city's existing tax revenue sources, the amount the city receives and a brief description of the source. Several of the taxes listed are state shared revenues. The city's highest revenue sources are from sales tax, property tax and utility taxes.

The second handout provided was a list of optional new tax sources with an estimated amount the city would receive, a brief description and whether the tax required voter approval.

The two taxes that did not require voter approval was REET 2, which is 0.25% on real estate sales and can be used for capital projects and the potential revenue is estimated at \$44,000.

The other tax would be a sales tax of 0.1% from forming a Transportation Benefit District. Anything higher than 0.1% would require voter approval. The potential revenue from an additional 0.1% sales tax would be approximately \$70,000 to be used for transportation projects.

The mayor and council will continue to discuss new revenue sources to help cover the high increase in law enforcement and jail service contracts. The cost of public safety continues to increase at a rapid rate.

PROGRESS REPORTS

The mayor informed the council that the spruce trees in the cemetery on Evergreen are growing into the powerlines and are a safety liability for the PUD. The PUD would like the trees to be cut down and they have offered to cut the trees down at no cost to the city to eliminate the liability.

Mayor Fletcher mentioned the large amount of grant funds available for transportation projects and would like to select street projects to apply for funding.

Director Croci reported that the lead service line inventory has been completed.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:55 PM.

	James Fletcher, Mayor	
Attest:		
Kay Jones, Clerk-Treasurer		



City of Cashmere

101 Woodring Street Cashmere, WA 98815 Ph (509) 782-3513 Fax (509) 782-2840 Website www.cityofcashmere.org

CITY OF CASHMERE NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Cashmere City Council will hold a public hearing on Monday, June 24, 2024, at 6:00 PM at the Cashmere City Hall, 101 Woodring Street, Cashmere, Washington, on a Master Cable Service Agreement and Granting Non-Exclusive Cable Franchises to Provide Cable service in Cashmere.

If you are unable to attend in person, please call City Hall or access the agenda on the City's website for login information. Written comments can be sent to Kay Jones, City Clerk-Treasurer at kay@cityofcashmere.org.

Publish: Cashmere Valley Record on June 12, 2024

Staff Summary

Date:

6/6/24

To:

City Council

From:

Director of Operation – Steve Croci

RE:

North Central Educational Service District – Internship Reimbursement

The North Central Educational Service District (ESD) seeks to work with businesses to provide meaningful work-based learning experiences and offers to reimburse internship positions. The city would like to hire a couple student interns this summer for the public works department.

Staff Recommendation:

MOVE to approve agreement with North Central Educational Service District for internship reimbursement and allow the mayor to sign documents.



YOU CAN HELP US SHAPE

WORKFORCE

North Central ESD, in partnership with the Division of Vocational Rehabilitation (DVR), delivers Pre-Employment Transition Services (Pre-ETS) to students within our region. We're looking for businesses to help provide meaningful work-based learning experiences. Examples of how your business can help us provide these opportunities to students include job site tours, informational Interviews, reimbursable paid internships, and job shadowing.



REIMBURSABLE PAID INTERNSHIPS

Paid internships present a valuable opportunity for students to gain hands-on work experience. Internships range from 40 to 120 hours, ensuring a comprehensive learning experience. NCESD reimburses the business for 40-120 hours of wages. Students undergo pre-screening by teachers and NCESD, while businesses conduct soft interviews, ultimately providing final approval.



INDUSTRY & JOB SITE TOURS

If your business aims to showcase career opportunities within your industry, we invite you to join our initiative of hosting job site tours. These tours offer students a firsthand experience within your facility, providing valuable insights into your careers, educational requirements, and a real-world giimpse of the workforce.



INFORMATIONAL INTERVIEWS

Participate in an informational interview to give students aged 14-21 a chance to explore careers firsthand. These one-on-one meetings allow students to ask questions and gain insights tailored to their vocational interests and learn more about your business. It's a friendly way to invest in the future workforce while sharing your industry expertise.

ENGAGE WITH US TODAY!

WHY CHOOSE US?



Support Local Schools

Help Build Strong Workforce

W Business Exposure



Email Ashley Curtin at AshleyC@ncesd.org



Contract #		
Prepared By	Raquel Ellis	

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

BETWEEN

AND

CITY OF CASHMERE C/O - JIM FLETCHER 101 WOODRING STREET CASHMERE, WA. 98815 Phone: 509/782-3513

North Central Educational Service District 171 (Hereinafter referred to as North Central ESD) 430 Olds Station Road, Wenatchee, WA 98801 (509) 665-2610 FAX (509) 662-9027

In consideration of the promises and conditions contained herein, North Central ESD and Contractor do mutually agree as follows:

(Hereinafter referred to as Contractor)

DUTIES OF THE CONTRACTOR, EFFECTIVE DATE, AND DURATION

Contractor shall perform the following duties to the satisfaction of North Central ESD or its designee

A. General objective(s) of this contract shall be:

commencement of services.

AC

- The purpose of this contract is to provide paid work-based learning experience (WBLE) to students who are at least 16 years of age at the time work begins. The student will become an employee of the Contractor during the duration of the WBLE or work assignment. The Contractor shall provide a minimum of 40 hours and maximum of 120 hours of paid WBLE to student in a competitive, integrated, real workplace setting. Contractor shall maintain accurate timesheets and submit monthly timesheet records of students WBLE hours to NCESD171 no later than the 5th of the following month.
- B. Contractor will complete any additional documents required by this contract.
- C. Following its approval by the Superintendent of North Central ESD, this agreement shall commence and be effective for the period beginning 6/17/24 and ending 8/27/24, with the exception of Sections III and V on page 2, which will continue to bind the parties, their heirs, and successors.

DUTIES OF NORTH CENTRAL ESD BOARD

In consideration of the Contractor's satisfactory performance of the duties set forth herein and submission of a properly completed claim form, North Central ESD shall compensate the contractor as shown below.

Description of Service	Total
In addition to the contracted duties outlined above, all expenses incurred (i.e., mileage, lodging, meals, materials, supplies) to fulfill the contract obligations are the sole responsibility of the contractor and do not qualify for reimbursement by the North Central ESD.	\$ 0.00

Upon completion of services Contractor shall submit attached claim form.

North Central ESD Budget Account Code		
In witness whereof, the Superintendent of North Central ES North Central ESD	D and the Contractor have read, understand, and executed	_
Assistant Superintendent	Contractor's Signature and Certification	1
Superintendent		
	Business License No. 041.000.329	State_WA
Original copy to be signed and returned to North Central ESD Business Office prior to the	(See Sections XII and XIII on reverse for informati withholding certification and explanation of option	

al.

I. PAYMENTS

- A. All payments to the Contractor shall be conditioned upon:

 - Submission of detailed invoices which support that performance has been rendered for which payment is requested and Performance is to the satisfaction of North Central ESD or its designee, provided that approval shall not be unreasonably withheld.
- Interim payments during the contract are allowed as specified.
- Any data specified herein for payment(s) to Contractor shall be considered extended as necessary to process and deliver a warrant for the amount(s). Such extension will be not greater than forty-five (45) days following completion of the service and receipt of an appropriate invoice, whichever occurs later.

II. PROHIBITION AGAINST ASSIGNMENT

Neither this contract nor any interest therein may be assigned by either party without first obtaining the consent of the other party.

III. OWNERSHIP OF WORK PRODUCTS AND RESTRICTION AGAINST DISSEMINATION

If the Contractor is required by this Contract to develop a concept or product for North Central ESD, then all correspondence, papers, documents, reports, files, film work products (inclusive of intellectual concepts and properties), and all copies thereof which are received or developed by the Contractor and Contractor's employee(s) and agent(s) in the course of performing, or as incident thereto, Contractor's duties pursuant to the agreement shall, immediately upon receipt, preparation, or development, become the exclusive property of North Central ESD in perpetuity for any and all purposes. All items described above shall be provided to and left with the North Central ESD. When North Central ESD obtains such rights, the Contractor and Contractor's employees and agent(s) shall not, without prior written approval of North Central ESD, either during the term of this agreement or at any time thereafter, directly or indirectly disclose or give to any person, firm, partnership, corporation, agency or political subdivision; any state or federal government; any educational agency, institution, or organization any portion of the above-described items and properties or any information acquired in the course of or as an incident to the performance of contracted duties hereunder, for any purpose or reason.

IV. COPYRIGHT

The Consultant/Contractor shall be responsible for the acquisition of any necessary copyright releases for materials used in the performance of services under this Contract. This shall not include materials originated under this Contract to which ownership belongs to the ESD, as discussed in

V. INDEMNIFICATION

Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of Contractor or its employee's(s') or agent's(s') performance or failure to perform duties pursuant to the agreement, shall be the Contractor's sole obligation and the Contractor shall indemnify and hold harmless the North Central ESD in full for any and all such acts or failures to act on the part of the Contractor or its employee(s) or agent(s).

VI. MALPRACTICE INSURANCE

All Contractors providing services to minors must have valid malpractice insurance coverage. Upon request by ESD 171, Contractor must be able to show evidence of such coverage.

VII. TERMINATION

This agreement may be terminated by North Central ESD or any designee thereof at any time, with or without reason, upon written notification thereof to the Contractor. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by Contractor as of midnight of the second day following the date of its posting in the United States mail addressed as first noted herein in the absence of proof of actual delivery to and receipt by Contractor by mail or other means at an earlier date and/or time. In the event of termination by North Central ESD, Contractor shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services which have been performed as of termination and to the reimbursement of expenses incurred as of termination, but solely to the extent such expenses are reimbursable pursuant to the provision of the agreement.

VIII. VERBAL AGREEMENTS

This written agreement constitutes the mutual agreement of Contractor and North Central ESD in whole. No alteration or variation of the terms of this agreement and no oral understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

IX. APPLICABLE LAW

This agreement shall be governed by the laws of the State of Washington. Venue for this contract will be Chelan County of the State of Washington.

X. NONDISCRIMINATION

No person shall on the ground of race, creed, color, national origin, marital status, handicapping condition, or sex be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any activity performed pursuant to this agreement.

XI. BACKGROUND CHECKS

Contractors who may during the activities of this contract work with persons under the age of 16 years shall, as part of this contract, complete background check forms submitted by North Central ESD.

XII. CONFLICT OF INTEREST

Neither the Contractor nor Contractor's employee(s) shall perform any duty pursuant to this agreement in which duty he/she may have participated as an employee of the North Central ESD.

XIII. FEDERAL BACKUP WITHHOLDING INFORMATION/OPTION TO VOID

The Contractor certifies to North Central ESD that the Contractor is not subject to backup withholding (20% of the gross proceeds of this contract) under section 3406 (a)(1)(c) of the internal revenue code. The Contractor agrees to notify North Central ESD in writing if this information is not true. If, at any time it is determined that the Contractor is subject to backup withholding, this contract is voidable, in its entirety or partially, at the option of North Central ESD.

XIV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

If federal funds are the basis for this contract, the Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

XV. CONTRACTOR'S SIGNATURE

Contractor and/or Contractor's employee(s) or agent(s) signing this document certifies that he/she is the person duly qualified and authorized to bind the Contractor so identified to the foregoing agreement, and under penalty of perjury certifies the federal tax identification number provided is correct.

Initial	(AC

Contract #	
Duamana d Day	
Prepared By	

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES Appendix A

I. Responsibilities

In accordance with this Contract, the Contractor shall provide all labor, materials and equipment necessary for:

- 1. Training the student on the responsibilities of the job;
- 2. Total number of students employed, (2)
- 3. Compensating the student either the Washington State prevailing hourly wage, or the local minimum wage, whichever is greater;
 - a. Expect a minimum of 40 hours per student, but no more than 120 hours will be reimbursed.
- 4. Invoicing the North Central ESD no later than 30 days after the student completes all of their WBLE hours and the student is no longer employed with the Contractor;
- 5. Submitting monthly reports of the students WBLE hours, either via time card, payroll report, or other form of proof with business signature.

II. Contract Obligations

North Central ESD shall provide:

- 1. Program Support Specialist to meet with Contractor during student hours to review progress of student;
- 2. Reimburse the Contractor for the amount of wages \$16.28 (based on the Washington State prevailing wage or local minimum wage, whichever is greater, plus a flat fee of 15% for payroll taxes and related personnel costs for each student who participates in WBLE); and,
- 3. Conduct an exit interview which will include surveying the Contractor upon completion of student hours.

III. Payment Provisions

All payments to the Contractor shall be conditioned upon:

- The North Central ESD or its designee determines that the services or goods provided by the Contractor are satisfactory, provided that such determination shall be made within a reasonable time and not be unreasonably withheld; and
- 2. The Contractor submits satisfactory invoices to the North Central ESD by sending a timely invoice detailing the services or goods rendered for requested payment within 30 days after the student completes all of their WBLE hours.
- 3. Any date(s) specified herein for payment(s) to the Contractor shall be considered extended as necessary to process and deliver payment. Such extension will not be greater than thirty (30) days following delivery of satisfactory services or goods and receipt of the appropriate

Contract #	
Prepared By	

invoices, whichever occurs later.

IV. Insurance

During the term of the Contract, the Contractor shall maintain in force at its own expense, the following insurance with an insurance company rated at least A-VIII or better in Best's Insurance Reports:

Commercial General Liability insurance written on an occurrence basis with limits of no less than
one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars
(\$2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall
include but not be limited to: blanket contractual; products/completed operations; broad form
property damage; explosion, collapse and underground (XCU) if applicable; employer's liability;
and Sexual Abuse and Molestation liability.

Certificate Of Completion

Envelope Id: 92B3F9239E434D679830E6865DD8E82E

Subject: 2024- Public Works Summer 2024 Internships for Cashmere HS Students

Source Envelope:

Document Pages: 4 Certificate Pages: 5 Signatures: 0 Initials: 4

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:

Raquel Ellis

430 Olds Station Road Wenatchee, WA 98801 RaquelE@ncesd.org IP Address: 75,139,182,25

Record Tracking

Status: Original

6/3/2024 12:16:29 PM

Holder: Raquel Ellis

RaquelE@ncesd.org

Location: DocuSign

Signer Events

RAQUEL ELLIS

raquele@ncesd.org NCESD Representative

North Central ESD

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ashley Curtin

(None)

Signature

Completed

Using IP Address: 75,139,182,25

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ashleyc@ncesd.org

Security Level: Email, Account Authentication

al.

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Signature Adoption: Pre-selected Style Using IP Address: 136.143.157.106

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Viewed: 6/3/2024 12:19:20 PM Signed: 6/3/2024 12:27:22 PM

Electronic Record and Signature Disclosure:

Accepted: 8/16/2023 11:11:11 AM

ID: 8b7f0d9f-3454-4b5d-86d3-e4e66e8277ab

Jim Fletcher

mayor@cityofcashmere.org

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 6/3/2024 1:40:44 PM

ID: ccdf4b24-11e3-415e-b312-d89a60b157c4

Michelle Price

michellep@ncesd.org

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 4/7/2021 12:35:52 PM

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

ID: 22f920c7-430f-473c-bdad-a893f0843d7c

Sent: 6/3/2024 12:27:24 PM Viewed: 6/3/2024 1:40:44 PM

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Timestamp

Certified Delivery Events	Status	Timestamp	
Carbon Copy Events	Status	Timestamp	

Steve Croci
Steve@cityofcashmere.org
Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure:Not Offered via DocuSign

Business Office accounting@ncesd.org Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/3/2024 12:18:49 PM
Envelope Updated	Security Checked	6/3/2024 12:25:32 PM
Envelope Updated	Security Checked	6/3/2024 12:25:32 PM
Envelope Updated	Security Checked	6/3/2024 12:26:01 PM
Payment Events	Status	Timestamps
Electronic Record and Signature	Disclosure	

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact North Central ESD:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jasonw@ncesd.org

To advise North Central ESD of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jasonw@ncesd.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from North Central ESD

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jasonw@ncesd.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with North Central ESD

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jasonw@ncesd.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send
 this Electronic Record and Disclosure to a location where you can print it, for future
 reference and access; and
- Until or unless you notify North Central ESD as described above, you consent to receive
 exclusively through electronic means all notices, disclosures, authorizations,
 acknowledgements, and other documents that are required to be provided or made
 available to you by North Central ESD during the course of your relationship with North
 Central ESD.