



CASHMERE CITY COUNCIL MEETING
MONDAY, JULY 22, 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 THE 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 July 8, 2024, Regular Council Meeting
2. Payroll and Claims Packet Dated July 22, 2024

BUSINESS ITEMS

1. Agreement with Blades Code Services for building department duties and inspection services
2. LocalTel Letter of Assignment Request – LocalTel assigning to Ziplly Fiber Northwest, LLC
3. Sales and Use Tax for Transportation Benefit District – alternative to increasing Property Tax

PROGRESS REPORTS

Waste Management 2024 rate increase of 3.26%
Project Manager Dorien McElroy – Update on Wastewater Treatment Plant

ADJOURNMENT

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY JULY 8, 2024, AT CASHMERE CITY HALL – In-Person and Digital

OPENING

Mayor Pro-Tem Chris Carlson opened the regular City Council meeting at 6:00 p.m. at City Hall. 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 – Mayor Pro-Tem
Shela Pistoresi
Jayne Stephenson
Jeff Johnson

Staff:

Kay Jones, Clerk-Treasurer
Steve Croci, Director of Operations

ANNOUNCEMENTS

Councilor Perry asked what happened to the four trees in front of the new development on Aplets Way, why were they removed? Director Croci didn't have the answers and suggested speaking with the mayor.

PUBLIC COMMENT

No public present for comment.

APPROVAL OF AGENDA

MOVED by Councilor Perry and seconded by Councilor Stephensen to approve the agenda as presented. Motion carried unanimously.

CONSENT AGENDA

Minutes of June 24, 2024, Regular Council Meeting

Payroll and Claims Packet Dated July 8, 2024

Claims Direct Pay and Check #43529 and #43562 through #43578 totaling \$169,919.05

Payroll Direct Pay and Check #43530 through #43561 totaling \$113,434.74

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

AGREEMENT WITH BLADES CODE SERVICES FOR BUILDING DEPARTMENT DUTIES AND INSPECTION SERVICES

The council had a few questions and concerns regarding the contract, such as after hours and weekend inspection fees, on-call fee, time travel fee, and dispute jurisdiction is listed as Grant County.

Clerk-Treasurer Jones will revise the contract where council requested and get clarification on the fees.

MOVED by Councilor Pistorresi and seconded by Councilor Stephensen to table the agreement to the following meeting for clarification. Motion carried unanimously.

SELECTION OF CONTRACTOR FOR THE 2024 ASPHALT OVERLAY

The city requested MRSC Small Works Roster bids for the 2024 Asphalt Overlay Project to pave East Prospect Street. The city received five bids ranging from \$17,334 to \$49,257, of which Quality Paving was the lowest bidder.

MOVED by Councilor Pistorresi and seconded by Councilor Stephensen to select Quality Paving as the contractor for the 2024 Asphalt Overlay project and authorize the mayor to sign documents. Motion carried unanimously.

SURPLUS OF ITEMS AT RIVERSIDE CENTER

The mayor and city staff has declared the recycling trailer surplus and equipment at Riverside Center such as table and chairs, commercial refrigerator, piano, lighting and stage.

MOVED by Councilor Perry and seconded by Councilor Johnson to declare the recycling trailer and the equipment at Riverside Center surplus. Motion carried unanimously.

APPROVAL TO HAVE THE LIBRARY BUILDING AT 300 WOODRING STREET APPRAISED

The consensus of the council was to sell the library building, however, rather than spending the money on an appraisal, speak to a few realtors and have them do a market analysis.

PROGRESS REPORTS

Ardeta Park has been completed
Working on a leak on Elberta Ave.
Working on crack sealing streets
Waiting on parts for the SCADA and Generator projects

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:31 PM

James Fletcher, Mayor

Attest:

Kay Jones, Clerk-Treasurer

BLADES Code Services, LLC

509-237-3932 bladescodeservices@gmail.com 2962 Rd. 14.1 NW, Ephrata, WA 98823

On this day July 22, 2024, an agreement is made between BLADES Code Services, LLC (BLADES) and the City of Cashmere, WA for the purpose of mutual agreement for service between the two parties for the building department duties.

Services:

BLADES agrees to perform services as requested by the City of Cashmere. Such services are to include support for the City of Cashmere by performing Construction Plan Reviews for Code Compliance with the International Building Codes, and Washington State Energy Code. Inspections of the Construction project for compliance with the current editions of the International Building Codes, and WSEC.

FEES:

BLADES FEE TABLE	
Plan Review Fee (Residential)	65% of total plan review fee (Single Review/Comments)
Plan Review Fee (Commercial)	65% of total plan review fee
Building Inspection Fee	80% of Building Permit Fee
Reinspection Fee	\$100 per reinspection
After hours and weekend inspections	\$125 per hour - 2-hour minimum charge
Plan Alteration Fee	\$100 per hour
On-Call Fee	\$100 per hour
Expedited Plan Review Fee	80% of Building Permit Fee
Travel Time	\$100 per hour

Reinspection Fee: A reinspection will be required when work said to have been completed has not been completed at the time the inspection is called in. In the case of a reinspection, a date, reason for reinspection, and conditions for correction must be included in written form to the responsible party. Reinspection may also be billed directly to the applicant.

Plan Alteration Fee: Fees for changes to approved plans.

Once a set of construction plans is deemed to be complete, and accepted by the applicant, any changes made shall be done as an approved plan submittal change, and shall be billed at a hourly fee of \$100/hour.

On-Call Fee: On-Call services will be performed at a rate of \$100/hour. In the case of inspections being performed in which a permit fee has not been paid, The On-Call fee includes travel time from office.

Inspections Performed:

- Setback Inspections (Distances as indicated on site plan)
- Footings
- Rebar (Steel)
- Foundations
- Post holes
- Underground Plumbing
- Under-slab insulation
- Underfloor Framing/concrete slab
- Shearwall
- Rough Plumbing
- Rough Mechanical
- Rough Framing
- Insulation
- Washington State Energy Code Compliance
- Fire Separation/Fire-Resistant Framing and Penetrations
- Drywall
- Final Plumbing
- Final Mechanical
- Building Final

Invoice and Payments: All payments will be due within 30 days of the invoice date, which is the last day of each month. All services rendered within that month period will be invoiced on the last day of the month, and payment to be received by the last day of the following month.

Agreement Duration: This agreement shall commence on July 12, 2024, the contract may be terminated at any time by either party on 30 days written notice delivered to the other as allowed under the section below titled "Notices".

Insurance: BLADES will provide insurance in accordance with the certificate of insurance attached herein as exhibit "A" and incorporated heron as if fully set forth: This policy will name the Municipality as additional insured. The certificate of insurance cancellation clause shall be amended as follows: Should any of the above-described policies be cancelled, changed, or reduced in coverage before the expiration date, the issue company will mail 30 day written notice through certified mail, to the City of Cashmere.

Independent Contractor: BLADES is an independent contractor and neither BLADES nor any of its employees or subcontractors will be considered as employees of the City of Cashmere.

Agreement Termination: For any reason that the contract is to be terminated, BLADES will continue to provide services to the date of termination and shall issue an invoice for services rendered to that point, and the City of Cashmere shall pay for such services rendered.

Hold Harmless and Indemnification: BLADES shall indemnify and hold the City of Cashmere and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loss, damages, or costs, of whatsoever kind or nature, brought against the Municipality arising out of, or in connection with, or costs of whatsoever kind or nature, brought against the City of Cashmere arising out of, or in connection with, or incident to, the execution of this agreement and/or BLADES performance or failure to perform any aspect of this agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City of Cashmere, its agents, employees, and/or officers, this indemnity provisions shall be valid and enforceable only to the extent of the negligence of BLADES, its employees or subcontractors; and provided further, that nothing herein shall require BLADES to hold harmless or the negligence of BLADES/ and provided further, that nothing herein shall require BLADES to hold harmless or defend the City of Cashmere, its agents, employees, and/or officers for damages or loss caused by the City of Cashmere's sole negligence. BLADES expressly agrees that the indemnification of the City of Cashmere includes any claims arising under title 51 R.C.W., for the purposes of this Agreement. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

Dispute Resolution: Any claim, dispute or other matter in question between Municipality and BLADES arising out of or in any way related to this Agreement may be resolved in a manner mutually agreed to by both Municipality and BLADES. In the absence of such a mutual agreement on the manner of resolution, the matter shall be resolved through litigation with venue in Chelan County, Washington. The parties hereto agree to engage in mediation as a condition precedent to the commencement of any other dispute resolution process, including litigation. The parties further agree to openly and cooperatively exchange information with one another in preparation of any mediation session.

In the event the parties agree to arbitrate any issue, the American Arbitration Rules for Construction Disputes shall apply, whether or not the parties utilize the services of the American Arbitration Association.

Notices: Any notice to be given to the City of Cashmere shall be delivered personally to the City Clerk during regular business hours, mailed to the City Clerk by first class mail, or emailed to the City Clerk. The address and email address for the City Clerk are:

City Clerk
City of Cashmere
101 Woodring St
Cashmere, WA 98815
kay@cityofcashmere.gov

Any notice to be given to BLADES shall be given by mailing to BLADES by first class mail or emailed to BLADES. The address and email address for BLADES are:

Blades Code Services, LLC
2962 Rd 14.1 NW
Ephrata, WA 98823
Bladescodeservices@gmail.com

Nondiscrimination: Each party agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation,

or belief, sexual orientation as defined in RCW 49.60.040, or the presence of any sensory, mental or physical handicap in violation of any applicable federal or state law or regulation and each party agrees to be an Equal Opportunity Employer.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and all services to be provided will be provided in accordance with applicable federal state and local law.

City of Cashmere, WA: _____
signature

Name: _____

Date: _____

BLADES Code Services, LLC: Brock Laughlin
signature

Name: Brock Laughlin

Date: July 9, 2024



July 03, 2024

City of Cashmere
Attn: Kay Jones
City Clerk
101 Woodring Street
Cashmere, WA 98815

Re: Franchise Agreement, dated June 24, 2024, by and between City of Cashmere and Computer 5, Inc. DBA LocalTel Communications (the "**Agreement**")

To Whom It May Concern,

Please be aware Computer 5, Inc., d/b/a LocalTel Communications ("**LocalTel**," "**we**," or "**our**") has entered into an agreement to sell substantially all of our assets to Ziplly Fiber Northwest, LLC ("**Assignee**"), effective on, and subject to, the closing (the "**Closing**") of the transactions contemplated under that certain Asset Purchase Agreement, dated March 8, 2024, between LocalTel and Assignee, among other parties.

Accordingly, LocalTel desires to assign its rights and delegate its obligations under the Agreement to Assignee, effective upon Closing. In accordance with Paragraph 8.3 "Transfer or Sale" of the Agreement, we hereby request your consent to such assignment (the "**Assignment**"). Upon Closing, Assignee shall assume all of LocalTel's rights and obligations under the Agreement that arise or accrue after Closing; LocalTel will remain responsible for obligations under the Agreement that arise or accrue on or prior to Closing.

Please sign this letter where indicated below to acknowledge your consent to the Assignment and return a copy to me and our counsel JDSA, P.O. Box 1688 Wenatchee, WA 98807-1668, Attn: Evan Spadoni, or by email to john@localtel.com and evans@jdsalaw.com. In the interest of time, we ask that you send us the signed consent as soon as practicable, but no later than July 31, 2024.

On and after Closing, all notices and other communications to Assignee under the Agreement should be sent to:

Ziplly Fiber Northwest, LLC
c/o Ziplly Fiber
135 Lake Street South, Suite 1000
Kirkland, WA 98033
Attention Byron Springer
Email: byron@nwfiber.com

If you have any questions regarding the Assignment or this request for consent, please direct them to John Seabeck at john@localtel.com or Evan Spadoni at evans@jdsalaw.com. We appreciate your assistance and thank you in advance for your prompt attention to this matter.

Very truly yours,



John Seabeck
Secretary/Treasurer
Computer 5, Inc. d/b/a LocalTel Communications
341 Grant Road
East Wenatchee, WA 98802
509-669-2435
john@localtel.com

The undersigned, as of the date set forth below, hereby consents to the Assignment and agrees to sign other documents, instruments, certificates, and agreements, and take other actions reasonably necessary to effect the Assignment:

City of Cashmere

By: _____

Name: James Fletcher

Title: Mayor

Date: 7/22/2024

Staff Summary

Date: May 10, 2024
To: City Council
From: Jim Fletcher, Mayor
RE: Sales and Use Tax for Transportation Benefit District, alternative to increasing property taxes.

In two years, costs for public safety (law and fire) increased \$172,000 (24%) to \$887,000. This increase reduces the city's ability to sustain adequate maintenance of all other city services and specifically reduced by half the funds budgeted for transportation capital improvements, (\$400,000 reduced to \$200,000). Most city streets are not eligible for grants, reduced capital funding results in less street repair and improvement.

Public safety is a priority, thus funding for other city services has been reduced to stay in budget. Reduced service will not maintain Cashmere as our citizens are expecting. Therefore, to restore the quality of service some increased tax revenue is required.

Alternatives for increasing public safety costs are limited to increasing property taxes or adopting a sales tax. The sales tax option allowed by state law is a temporary solution to future transportation maintenance, while property tax increase could be a permanent increase in future revenue.

State law (RCW36.73.065) allows a city to establish a transportation benefit district and fix a sales tax for the specific purpose of funding transportation improvements identified in city transportation improvement plans.

- Sales tax of one-tenth cent may be set by City Council
- Voter must approve a Sales Tax more than one-tenth but not to exceeding three-tenths cent
- Sales taxes may not exceed a period of ten years.

Cashmere budgets \$650,000 a year to maintain and improve streets, parks, pool, cemetery, snow removal and city trees. Additionally, the city budgets \$200,000 for capital improvements, and matching grants. Cashmere's Property tax revenue also funds public safety including Sheriff, Jail, and Fire Department. Increased Public safety costs have also reduced the ability to provide adequate funding for all other city services.

Sales Tax -- Alternatives -- Property Tax						
New Revenue Estimate		City Sales Tax		Property Tax levy	Per \$1,000 TAV	Per \$500,000 TAV
		Existing city tax 1%		2024 levy rate 1.53252	\$1.532	\$766.26
		increase		Rate Increase	Amount	Total
\$75,000		1/10 cent		.000151	\$0.15	\$75.50
\$150,000		2/20 cent		.000303	\$0.30	\$151.50
\$225,000		3/10 cent		.000454	\$0.45	\$227.00
				<i>Based on 2024 Levy rates</i>		

MAYOR RECOMMENDATION:

Move to start the process to put before the voters a Transportation Benefit District with a 3/10 cent sales tax.