



City of Cashmere

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

CASHMERE CITY COUNCIL MEETING
MONDAY, OCTOBER 13, 2014 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of September 22, 2014 Regular Council Meeting
2. Payroll and Claims Packet Dated October 13, 2014
3. Schedule Public Hearing on Monday, November 10th for the 2015 Preliminary Budget, including revenue sources and possible increase in property taxes
4. Schedule Public Hearing on Monday, November 24th for the 2015 Final Budget

BUSINESS ITEMS

1. Surplus equipment
2. Task Authorization #11 for RH2 to update Standard Details
3. Supplemental Amendment No. 3 to the General Services Agreement for the Aplets Way sewer and water improvements
4. 2015 Prosecution Service Agreement
5. Cashmere Riverside Center Lease Agreement
6. Criminal Justice Funding – Special Programs
7. Current revenues and estimates
8. Discussion on new Fire Department building at the Cashmere Cemetery
9. Discuss Development Standards for Downtown

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, SEPTEMBER 22, 2014 AT CASHMERE CITY HALL**

OPENING

Mayor Jeff Gomes opened the regular city council meeting at 6:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jeff Gomes	
Council:	Skip Moore Jim Fletcher Dave Erickson Bob Abramoski David Sherman	
Staff:	Bob Schmidt, Director of Operations Kay Jones, Clerk-Treasurer Mark Botello, Director of Planning/Building Chuck Zimmerman, City Attorney	

FLAG SALUTE

APPROVAL OF AGENDA

Mayor Gomes added to the agenda; additional landscape rock for Mission Avenue roadside and an executive session to discuss potential litigation.

MOVED by Councilor Fletcher and seconded by Councilor Sherman to approve the agenda as amended. Motion carried.

CONSENT AGENDA

Minutes of September 8, 2014 Regular Council Meeting
Payroll and Claims Packet Dated September 22, 2014
Claim Check Nos. EFT 08/2014 and 34899 - 34931 totaling \$138,302.92
Manual Check Nos. 34895 - 34898 not needing prior approval

MOVED by Councilor Moore and seconded by Councilor Erickson to approve the items on the consent agenda. Motion carried.

RESOLUTION NO. 10-2014 AUTHORIZING ANY MEMBER OF THE CITY COUNCIL TO SERVE AS
A CITY OF CASHMERE VOLUNTEER FIREFIGHTER

MOVED by Councilor Erickson and seconded by Councilor Abramoski to adopt Resolution No. 10-2014 authorizing any member of the City Council to serve as a City of Cashmere Volunteer Firefighter.

Councilor Sherman abstained from voting since he is a Volunteer Firefighter. Motion carried with four voting in favor.

SELECTION OF APPLE VALLEY CONSTRUCTION FOR RIVERSIDE PARK PUBLIC RESTROOM SIDEWALKS

The City received three estimates for the sidewalk work for the Riverside Park restrooms. Apple Valley Construction was the lowest bid at \$8,672.

The specs call for two 3 foot wide sidewalks to the bathrooms. Apple Valley Construction (Rod Haverfield) is donating time and material to make the sidewalks 6 foot wide to match the sidewalk width around the restroom building.

MOVED by Councilor Fletcher and seconded by Councilor Moore to approve the selection of Apple Valley Construction for the Riverside Park public restroom sidewalks. Motion carried.

ADDITIONAL LANDSCAPE ROCK FOR MISSION AVENUE ROADSIDE

MOVED by Councilor Fletcher and seconded by Councilor Erickson to approve the additional rock for Mission Avenue roadside not to exceed \$12,000. Motion carried.

DISCUSSION OF COMMUNITY FORUM

The City Council agreed that January 2015 would be a good time to schedule another Community Forum. It has been several years since the City has held one and a lot has changed since the last Forum. The City has completed several projects and has accomplished all the items that were discussed at the previous forum. The council would like to hear from the community again, to see what their vision is for Cashmere.

EXECUTIVE SESSION – To Discuss Potential Litigation

At 6:38 p.m. Mayor Gomes closed the regular session to enter into an executive session to discuss potential litigation for approximately 15 minutes. No action will be taken after the session.

The executive session was extended an additional 30 minutes. There was no public to inform.

Mayor Gomes reconvened the regular session at 7:25 p.m.

PROGRESS REPORTS

There is a ribbon cutting ceremony on October 21, 2014 at 11:00 a.m. for the new Cashmere Wastewater Treatment Plant. Invitations were sent out to the City Council and other agencies involved.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:28 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer



City of Cashmere

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NOTICE OF PUBLIC HEARING ON CITY OF CASHMERE PRELIMINARY 2015 BUDGET

The Cashmere City Council will hold a public hearing on Monday, November 10, 2014 at 6:00 p.m. at the Cashmere City Hall on the City of Cashmere preliminary 2015 budget. The public is invited to attend said hearing and make comment.

Kay Jones
City Clerk-Treasurer
CITY OF CASHMERE

Please publish one time only on October 29, 2014.

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).



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NOTICE OF PUBLIC HEARING ON CITY OF CASHMERE FINAL 2015 BUDGET

The City of Cashmere preliminary 2015 budget has been filed with the City Clerk-Treasurer. The Cashmere City Council will hold a public hearing on the final 2015 budget for the City of Cashmere on Monday, November 24, 2014, at 6:00 p.m. at the Cashmere City Hall, 101 Woodring Street. Copies of the preliminary budget are available by November 20th at Cashmere City Hall, 101 Woodring Street, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday. The public is invited to attend said hearing and make comment.

Kay Jones
City Clerk
CITY OF CASHMERE

Publish twice, November 5 and November 12

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CITY OF CASHMERE

2014 Surplus Items

ASSET # ITEM DESCRIPTION

733 HP 750-C Plotter
1338 Oki 320 Turbo Printer
428 Oki 321 Printer
429 Oki 393 Printer
567 Oki 395 Printer
221 RCA television
63 IBM Selectric Typewriter
 IBM Selectric Typewriter
220 3-shelf video center
320 5-shelf bookcase
2139 HP Computer
2174 HP Computer
2148 HP Computer
2141 HP Computer
460 Paint striper
 6 Window Frames
 Metal Frame Table
 Microfiche Viewer
 Old Aerial photos
 Metal Printer Stand
 Wood Chair
538 1992 Chevy 1-ton truck
2235 1995 Ford F250 Pickup
527 Caterpillar Grader
521 1967 Chevy Flatbed Truck w/de-icer
739 1998 International Garbage Truck

TASK AUTHORIZATION NO. 11
CITY OF CASHMERE
GENERAL SERVICES 2011
UPDATE STANDARD DETAILS

RH2 Project No. CA 211.038

SCOPE OF SERVICES

This Task Authorization includes the following work:

RH2 Engineering, Inc., (RH2) will provide updates and compile standard detail drawings for the City of Cashmere's water, sewer, and road development standards.

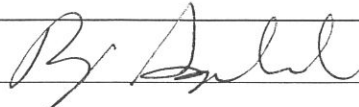
Schedule

Work shall begin upon receipt of this fully executed Authorization to Proceed and will be completed within sixty (60) working days of said date.

Fee for Services

The fee for services shall be on a time and expense basis in accordance with the Professional Services Agreement for 2011 General Engineering Services, dated March 14, 2011, that was fully executed between the City of Cashmere and RH2 Engineering, Inc. Fees for this project are anticipated to not exceed \$5,000.

RH2 Engineering, Inc.



Randy L. Asplund - Director

PRINT NAME & TITLE

DATE 9/18/14

**Authorization to Proceed
City of Cashmere**

PRINT NAME & TITLE

DATE

**SUPPLEMENTAL AGREEMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT - GENERAL SERVICES
APLETS WAY SEWER AND WATER IMPROVEMENTS –
DESIGN, BIDDING, AND CONSTRUCTION**

This Supplemental Agreement No. 3 (hereinafter “Supplement No. 3”) is made and entered into by and between the City of Cashmere, Washington (hereinafter “City”) and RH2 Engineering, Inc. (hereinafter “Engineer”).

The City and Engineer agree as follows:

1. The City and Engineer entered into that certain Professional Engineering Services Agreement - General Services, effective March 14, 2011 (hereinafter “General Services Agreement”).
2. The effective date of this Supplement No. 3 shall be October 13, 2014.
3. The terms of the General Services Agreement are hereby supplemented by the terms of this Supplement No. 3. In the event there is any conflict between the provisions in the General Services Agreement and the provisions in this Supplement No. 3, the terms of this Supplement No. 3 shall apply.
4. This Supplement No. 3 provides for and approves a Scope of Work attached hereto as Exhibit “A” for the City of Cashmere Aplets Way Sewer and Water Improvements, including Design, Bidding, and Construction related Professional Engineering Services (4 pages), Exhibit “B” the Engineering services estimate of time and expense related to the project (1 page), and Exhibit “C” a Schedule of Rates and Charges applicable to the services provided pursuant to this Supplement No. 3 (1 page). To the extent there is any conflict between Exhibit “C” to this Supplement No. 3 and Exhibit “A” to the General Services Agreement, including any amendments thereto, the terms of Exhibit “C” to this Supplement No. 3 shall apply with respect to the services provided by Engineer for City pursuant to this Supplement No. 3.
5. The total fees and costs to be paid to Engineer for services provided pursuant to the Scope of Work, Exhibit “A” to this Supplement No. 3, shall not exceed the total sum of \$42,347.00 without the prior authorization of the City Council, which authorization shall be contained in a written instrument signed by the City and Engineer.

6. Except as specifically modified by this Supplement No. 3, the remaining terms of the General Services Agreement shall remain in full force and effect and apply to the performance of services by Engineer for the City on this Supplement No. 3 Project.

APPROVED by RH2 ENGINEERING, INC.,
the 10th day of October, 2014.

APPROVED by the City Council of the
CITY OF CASHMERE, Washington the
13th day of October, 2014.

Randy L. Asplund, P.E.
Vice-President

Jeff Gomes, Mayor

EXHIBIT A
Scope of Work
City of Cashmere
Aplets Way Sewer and Water Improvements
October 2014

Background

This Scope of Work describes tasks to be performed by RH2 Engineering, Inc., (RH2), for the City of Cashmere, (City) for the design, plans, specifications, and bidding services for construction of domestic water and sanitary sewer improvements, in conjunction with the overlaying of approximately 1,400 lineal feet of Aplets Way in Cashmere, Washington.

The City's 2009 *General Sewer and Wastewater Facilities Plan* did not identify any sewer improvements in the Aplets Way corridor. However, future development near the Wenatchee River Bridge will require sewer service. This Scope of Work includes the design of approximately 400 feet of 8-inch sewer from Pleasant Avenue to the north.

The existing domestic water mains are 2-inch steel, 6-inch cast iron, and 10-inch cast iron. The pipe ages are not known. The City's 2011 *Comprehensive Water System Plan* identified replacement of these mains with 12-inch ductile iron. This Scope of Work is also for the design of the water main and appurtenances along Aplets Way between Cottage Avenue to approximately 150 feet north of Prospect Street.

RH2 will work with the City to complete each of the following tasks:

Task 1 – Domestic Water Design

Approach:

- 1.1 Prepare a computer-aided design (CAD) base map of the project area, and perform a site visit to review base map and visible facility locations.
- 1.2 Attend one (1) hour of potholing, and incorporate results in construction plans. The City will provide a backhoe and operator for potholing to review existing utility locations.
- 1.3 Prepare the preliminary design for the water main.

Assumed components include:

- a) *Nine hundred (900) feet of main line.*
 - b) *Four (4) fire hydrants.*
 - c) *Twelve (12) water services.*
 - d) *Eight (8) connections to the existing water system.*
- 1.4 Prepare preliminary details for connecting the water main to the existing system.
 - 1.5 Perform one (1) site visit to review the design locations of the proposed facilities.
 - 1.6 Submit preliminary plans to the City for review and comment.
 - 1.7 Prepare detail sheets using City standard details.

- 1.8 Prepare draft special provisions in Washington State Department of Transportation (WSDOT) format. Submit to the City for review.
- 1.9 Attend two (2) review meetings with the City.
- 1.10 Provide in-house quality assurance/quality control (QA/QC) review.
- 1.11 Revise plans and specifications based on review comments.

Assumptions:

- *Site survey will be available from the road overlay project.*
- *Design will be incorporated into the road overlay project and not be a separate bid.*
- *Existing water system can remain in service during construction. A temporary system will not be necessary.*

Provided by City:

- 1986 Division Street plans (already received).
- Water system map records.

RH2 Deliverables:

- Two (2) sets full-size review plans (five (5) sheets each).
- Two (2) sets half-size review plans.

Task 2 – Sanitary Sewer Design

Approach:

- 2.1 Perform a site visit to review base map and visible facility locations.
- 2.2 Prepare the preliminary design for the sewer main.

Assumed components include:

- a) *400 feet of main line.*
- b) *Two (2) manholes.*
- c) *One (1) cleanout.*
- d) *One (1) connection to the existing manhole at Pleasant Avenue.*

- 2.3 Perform one (1) site visit to review the design locations of the proposed facilities.
- 2.4 Submit preliminary plans to the City for review and comment.
- 2.5 Prepare detail sheets using City standard details.
- 2.6 Prepare draft special provisions in WSDOT format. Submit to the City for review.
- 2.7 Attend one (1) review meeting with the City.
- 2.8 Provide in-house QA/QC review.
- 2.9 Revise plans and specifications based on review comments.

Assumptions:

- *Design will be incorporated into the road overlay project and not be a separate bid.*

Provided by City:

- Sewer system map records (if available).

RH2 Deliverables:

- Two (2) sets full-size review plans (three (3) sheets each).
- Two (2) sets half-size review plans.

Task 3 – Project Management

Approach:

- 3.1 Maintain project schedule and RH2 personnel.
- 3.2 Review and submit monthly invoices.
- 3.3 Perform file tracking and organization.
- 3.4 Perform final archiving of permanent records.

Task 4 – Services During Bidding

Approach:

- 4.1 Produce three (3) full-size plan sets for City signature.
- 4.2 Produce three (3) construction contract books and half-size plan sets.
- 4.3 Address questions during bidding.
- 4.4 Prepare up to two (2) addenda.
- 4.5 Review low bids.
- 4.6 Revise plans with major changes addressed in addenda (if applicable), and print five (5) full-size and six (6) half-size plan sets for City and contractor use.

Assumptions:

- *Bid document production will be incorporated into the road overlay project and not be a separate bid.*

RH2 Deliverables:

- One (1) camera-ready set of bid documents.
- Eight (8) sets of full-size plans.
- Six (6) sets of bid documents.
- Six (6) half-size construction plans.

Task 5 – Services During Construction

Approach: The final Scope of Work and budget for the construction phase will be negotiated at the end

of the design phase. This Agreement may be supplemented to provide construction engineering and administration.

EXHIBIT B

**City of Cashmere
Aplets Way Sewer and Water Improvements
Estimate of Time and Expense**

Description	Classification	Principal	Project Manager	Project Engineer	Staff Engineer	Word Processor	Total Hours	Total Labor	Total Expense	Total Cost
		Professional IX	Professional VII	Professional VI	Professional II	Administrative III				
Task 1 Domestic Water Design										
1.1 Prepare CAD base map and perform site visit				1	4		5	\$ 744	\$ 182	\$ 926
1.2 Attend potholing and incorporate results into plans					3		3	\$ 423	\$ 77	\$ 500
1.3 Prepare preliminary water main design			4	1	48		53	\$ 7,716	\$ 1,278	\$ 8,994
1.4 Prepare preliminary connection details			2	1	40		43	\$ 6,204	\$ 1,055	\$ 7,259
1.5 Perform site visit to review proposed facilities					5		5	\$ 705	\$ 49	\$ 754
1.6 Submit preliminary plans to City					2		2	\$ 282	\$ 362	\$ 644
1.7 Prepare standard detail sheets					2		2	\$ 282	\$ 72	\$ 354
1.8 Prepare draft special provisions			8	1		3	12	\$ 1,974	\$ 58	\$ 2,032
1.9 Attend two (2) review meetings with the City			4		2		6	\$ 1,050	\$ 89	\$ 1,139
1.10 Provide in-house QA/QC reviews		3					5	\$ 987	\$ 45	\$ 1,032
1.11 Revise plans and specifications per review comments			2		24		27	\$ 3,854	\$ 639	\$ 4,493
Subtotal		3	22	4	130	4	163	\$ 24,221	\$ 3,906	\$ 28,127
Task 2 Sanitary Sewer Design										
2.1 Perform site visit to review existing facilities					2		2	\$ 282	\$ 86	\$ 368
2.2 Prepare preliminary sewer design			2		14		16	\$ 2,358	\$ 371	\$ 2,729
2.3 Perform site visit to review proposed facilities					1		1	\$ 141	\$ 8	\$ 149
2.4 Submit preliminary plans to City					1		1	\$ 141	\$ 131	\$ 272
2.5 Prepare standard detail sheets					2		2	\$ 282	\$ 66	\$ 348
2.6 Prepare draft special provisions			4	1		2	7	\$ 1,120	\$ 37	\$ 1,157
2.7 Attend one (1) review meeting with the City			1		1		2	\$ 333	\$ 32	\$ 365
2.8 Provide in-house QA/QC reviews		2	1				3	\$ 594	\$ 25	\$ 619
2.9 Revise plans and specifications per review comments			2		10	1	13	\$ 1,880	\$ 277	\$ 2,157
Subtotal		2	10	1	31	3	47	\$ 7,131	\$ 1,033	\$ 8,164
Task 3 Project Management										
3.1 Maintain schedule and personnel			1	1			2	\$ 372	\$ 10	\$ 382
3.2 Review and submit monthly invoices			1				1	\$ 192	\$ 5	\$ 197
3.3 Perform file tracking and organization			1	1	1	1	4	\$ 599	\$ 24	\$ 623
3.4 Perform final archiving of permanent records			1	2	2	2	6	\$ 826	\$ 30	\$ 856
Subtotal		-	4	3	3	3	13	\$ 1,989	\$ 69	\$ 2,058
Task 4 Service During Bidding										
4.1 Produce signature plan sets					1		1	\$ 141	\$ 331	\$ 472
4.2 Produce contract books and plans					1	2	4	\$ 505	\$ 190	\$ 695
4.3 Address bidders' questions			1		1		2	\$ 333	\$ 8	\$ 341
4.4 Prepare addenda			1	2	1	1	5	\$ 779	\$ 50	\$ 829
4.5 Review low bids			1	1			2	\$ 372	\$ 9	\$ 381
4.6 Revise plans per addenda and print construction plans					4		4	\$ 564	\$ 717	\$ 1,281
Subtotal		-	4	3	8	3	18	\$ 2,694	\$ 1,305	\$ 3,999
Subtotal Design and Bidding Tasks		5	40	11	172	13	241	\$ 36,035	\$ 6,312	\$ 42,347
PROJECT TOTAL		5	40	11	172	13	241	\$ 36,035	\$ 6,312	\$ 42,347

EXHIBIT C
RH2 ENGINEERING, INC.
SCHEDULE OF RATES AND CHARGES

2014 HOURLY RATES

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$201.00	Technician	IV	\$131.00
Professional	VIII	\$201.00	Technician	III	\$123.00
Professional	VII	\$192.00	Technician	II	\$92.00
			Technician	I	\$85.00
Professional	VI	\$180.00			
Professional	V	\$169.00	Administrative	V	\$124.00
Professional	IV	\$161.00	Administrative	IV	\$102.00
			Administrative	III	\$86.00
Professional	III	\$151.00	Administrative	II	\$72.00
Professional	II	\$141.00	Administrative	I	\$62.00
Professional	I	\$132.00			

IN-HOUSE SERVICES

In-house copies (each)	8.5" X 11"	\$0.09	CAD Plots	Large	\$25.00
In-house copies (each)	8.5" X 14"	\$0.14	CAD Plots	Full Size	\$10.00
In-house copies (each)	11" X 17"	\$0.20	CAD Plots	Half Size	\$2.50
In-house copies (color) (each)	8.5" X 11"	\$0.90	CAD System	Per Hour	\$27.50
In-house copies (color) (each)	8.5" X 14"	\$1.20	GIS System	Per Hour	\$27.50
In-house copies (color) (each)	11 X 17"	\$2.00	Technology Charge		2.5% of Direct Labor
			Mileage		Current IRS Rate

OUTSIDE SERVICES

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be invoiced at cost.

All Subconsultant services are billed at cost plus 15%.

CHANGES IN RATES

Rates listed here are adjusted annually. The current schedule of rates and charges is used for billing purposes. Payment for work accomplished shall be based on the hourly rates and expenses in effect at the time of billing as stated in this Exhibit.

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PROSECUTION SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__ by and between the County of Chelan, a legal subdivision of the State of Washington, hereinafter referred to as the "County" and the City of Cashmere, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described prosecution services for cases arising within its boundaries by the County of Chelan through the Prosecuting Attorney thereof, and,

WHEREAS, the County of Chelan through the Prosecuting Attorney is agreeable to rendering such services on terms and conditions hereinafter set forth, and,

WHEREAS, such contracts are authorized and provided for by the provisions of Chapter 39.34 RCW;

NOW, THEREFORE, it is agreed as follows:

1. The County agrees, by and through its Prosecuting Attorney, to provide prosecution services for misdemeanor and gross misdemeanor cases filed in District Court and arising within the corporate limits of the City.

Such services shall encompass the duties and functions of the type coming within the jurisdiction of and customarily rendered by the Prosecuting Attorney of the County under the laws of the State of Washington.

1 2. The rendition of such services, the standards of performance, the discipline of
2 attorneys and other matters incident to the performance of such services and the control of
3 personnel so employed shall remain in the county Prosecuting Attorney.

4 3. The County shall furnish and supply all necessary personnel, supervision,
5 equipment, supplies and support staff necessary to maintain the level of service to be rendered
6 hereunder, and shall pay all salaries and employee benefits and other costs in connection
7 therewith.

8 4. The fee for prosecution services is to be computed at the rate of \$210.00 per case
9 based upon the total cases handled by the Prosecuting Attorney's Office for the City for the last
10 four months of the preceding year and the first eight months of the current year.

11 5. For 2015 prosecution services the City shall pay to the County \$9,870.00 (47 total
12 cases at \$210.00 per case) for said prosecution services to be paid in quarterly installments of
13 \$2,467.50; each installment payable in advance on or before the fifteenth day of each quarter.
14 Said payment shall be credited in full as revenue to the Prosecuting Attorney's Office in the
15 Chelan County budget.

16 6. For purposes of computing case statistics, a case shall be attributed to the City
17 based upon the arresting officer's coding of the citation indicating an offense occurred with the
18 corporate limits of the City.

19 7. Upon the City's failure to make payment within 30 days, Chelan County shall be
20 entitled to include interest at 12% per annum on the unpaid balance.

21 8. All persons employed in the performance of such services and functions pursuant
22 to this Agreement for said City shall be County employees and no City employee, as such, shall
23 be taken over by the said County.
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1 9. The City shall not be liable for compensation or indemnity to any County employee
2 for injury or sickness arising out of his employment, or by reasons of the performance of any of
3 the services provided for herein. The County indemnifies the City against any loss or expense
4 by reason of injury or sickness compensation or indemnity arising out of employment of any
5 County personnel serving the City hereunder.

6 10. Unless sooner terminated as provided for herein, this Agreement shall take effect
7 on the 1st day of January, 2015 and shall terminate on the 31st day of December, 2015.

8 11. Either party may renew this Agreement upon the same terms and conditions for
9 another year upon giving notice in writing of its intention to renew on or before September first of
10 each year, except the consideration under this Agreement shall be negotiable, the renewal shall
11 be effective unless the other party notifies the first party in writing on or before September
12 fifteenth of its refusal to renew.

13 IN WITNESS WHEREOF, the City of Cashmere by Resolution duly appointed by its
14 Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the
15 County of Chelan by Resolution of its Board of County Commissioners has caused these
16 present to be subscribed by said Board of County Commissioners and the seal of said Board to
17 be affixed thereto and attested by the Clerk of said Board, all on the day and year first above
18 written.

19
20 CITY OF CASHMERE

21
22 By: _____
 Mayor

23
24 ATTEST: _____
 Clerk

1 BOARD OF CHELAN COUNTY COMMISSIONERS

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3

4 _____
Doug England, Chairman

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6 _____
Ron Walter, Commissioner

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8 _____
Keith W. Goehner, Commissioner

9 ATTEST: Carlye Baity

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11 _____
Clerk of the Board

12 APPROVED:

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14 _____
15 Douglas J. Shae
Chelan County Prosecuting Attorney

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**Cashmere Riverside Center
Lease Agreement**

THIS LEASE AGREEMENT ("Agreement") is made effective the 1st day of January, 2016 (the "Effective Date") by and between the City of Cashmere, a municipal corporation of the State of Washington ("City") having its principal place of business at 101 Woodring Street, Cashmere, Chelan County, Washington and _____ ("Lessee") whose address is _____; sometimes individually referred to herein as a "Party" or collectively referred to herein as "Parties."

WHEREAS; The City owns Riverside Center, located at 201 Riverside Drive, Cashmere, Washington, (hereinafter "Center") to provide a venue for a wide variety of community events, festivals and civic celebrations, private family events, business meetings, performances, and community education, or other events; and

WHEREAS; City has determined the Center should be operated on a self-supporting basis, where revenues from event rentals will provide monies that are adequate to pay for operating expenses, repairs, and capital improvements; and

WHEREAS; the City has determined that it is in its best interest of the City to lease the Center to an independent operator who can provide for the scheduling and administration of reservations, custodial services, and daily functions of the Center in exchange for lease payments and performance of duties as specified in the terms and conditions of this Agreement;

NOW, THEREFORE, the City and Lessee agree as follows:

1. **Recitals.** The Recitals set forth above are made a part of this Agreement as if set forth in full.
2. **Leased Area.** The areas subject to this lease shall be the areas inclusive of all interior and exterior spaces shown within the boundary set forth and described in **Exhibit A**, which areas are located on a portion of the real property owned by the City and legally described in **Exhibit A-1**. The leased area is hereinafter sometimes referred to as the leased Premises or the Premises.
3. **Term.** This Agreement shall be effective for a five (5) year term beginning January 1, 2016 and shall expire at midnight on December 31, 2020.
4. **Rent.** For the use of the Center the Lessee agrees to pay to the City the amounts listed below per month, in advance, beginning January 1, 2016. In addition to the lease payments, Lessee shall pay all utilities and applicable taxes, including leasehold excise tax and perform all duties specified in this Agreement. Each Lease payment shall be considered delinquent on the 5th day of the month if unpaid and a \$100 late fee will be assessed for each late payment.

concerning any facility use applicant within ten (10) calendar days of any City request for this information. Failure of Lessee to timely furnish the requested information shall be a material breach of this Agreement.

- g. The Lessee may adopt rental operating policies and rules that provide for orderly and safe control of people attending public or private events, provided, that any such rules are in conformance with State and City laws. All rules shall be provided to the City and to parties making reservations within 24 hours of reservation. A copy of rules shall be available for review at the Center.
 - h. The Lessee shall not attach or allow users to attach any signs or fixtures to any walls or structural elements inside or outside of the Center without prior written approval from City. Exception: Banners and signs will be allowed inside and outside of the facility. Banners shall be tied in place or taped to glass and removed when the event ends.
 - i. Lessee shall keep the Premises and all personal property used by Lessee in its operations at the Premises clean and looking nice and presentable and maintained in the condition that the Premises and equipment are in as of the Effective Date of this Agreement. This includes both the interior and exterior of the Center building.
 - j. Lessee shall be available by cellular telephone and communicate with the City via e-mail and text messaging. All voice messages, e-mails and/or text messages sent by the City to Lessee shall be responded to by Lessee by 3:00 p.m. on the next business day following the City communication. Failure of Lessee to timely comply with this provision shall be a material breach of this Agreement.
 - k. No smoking of any kind will be permitted in the Center building.
 - l. Lessee shall provide internet access for Center users at Lessee's expense as an included portion of the user paid fees.
 - m. Lessee shall treat building users and applicants for use with respect and in a reasonable business-like manner with due regard for the fact that Lessee's conduct as an independent contractor occupying the leased Premises is viewed by the public as an extension of the City.
7. **Post-Agreement Term User Reservations.** In the year 2020, Lessee is authorized to book reservations for the use of the Center for events that occur between January 1, 2021 through December 31, 2021. The rates quoted for those bookings shall be 2.5% greater than the rental rate for rentals of the Center that occur in the year 2020. All deposits and supporting documentation and agreements for these future post-Agreement user arrangements shall be provided to the City on or before December 31, 2020, in order to reserve those bookings for the future user. In exchange for these future reservations being made by Lessee, Lessee shall be paid by the City 25% of the actual user fees paid by the future user to the City and/or a future

personal property items for the City's personal property, Lessee shall store on the Premises the City personal property for return to the City upon termination of this Agreement.

11. **Insurance.** The Lessee shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Lessee's operation and use of the leased Premises.
- a. No Limitation. Lessee's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - b. Minimum Scope of Insurance. Lessee shall obtain insurance of the types described below:
 - i. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessor's of premises Form CG 20 12 or a substitute endorsement providing equivalent coverage.
 - ii. Property insurance shall be written on an all risk basis.
 - c. Minimum Amounts of Insurance. Lessee shall maintain the following insurance limits:
 - i. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 - d. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.
 - e. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:
 - i. The Lessee's insurance coverage shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it.
 - ii. The Lessee's insurance shall be endorsed to state that coverage shall not be cancelled by Lessee, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
 - f. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
 - g. Verification of Coverage. Lessee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Lessee.

17. **City Access.** Lessee shall allow the City, its officers, agents, and/or employees access to the Premises for the purposes of examining them to ascertain if they are in a safe, sanitary and attractive condition and good repair, and to make repairs, renewals or restorations to the extent required to be made by the City pursuant to this Agreement. During the final lease year of this Agreement, City may show the Premises to prospective future lessees. Notwithstanding the right of access granted to the Lessee regarding City property and equipment, no authority is granted herein to restrict the City from said property. Said City access shall not unreasonably interfere with the ability of the lessee to perform its obligations pursuant to this Agreement. City staff will retain master keys necessary to perform required maintenance and repairs, and one (1) crash bar key, chain gate key, cabinet key and towel dispenser key.

18. **Inspection of Lessees Operations.** Operations to be conducted by Lessee under this Agreement shall be subject to inspection upon reasonable notice by the City.

19. **Termination for Default.** City shall have the right, at City's election, to terminate this Agreement immediately if any of the following events occur:

- a. Failure to Pay. In the event the Lessee shall fail to pay rental fees, leasehold excise tax, penalties, and/or other fees in the amounts, at the times, and in the manner provided herein, and this failure shall continue for ten (10) or more days after written notice shall have been given to Lessee.
- b. Default by Lessee. In the event that Lessee shall fail to keep and perform, or shall violate, any of the terms, covenants, or conditions of this Agreement on its part to be kept and performed, and Lessee shall not have cured or corrected this failure or violation within 10 days after written notice shall have been given to Lessee. Notwithstanding the foregoing, in the event Lessee's default is based upon Lessee's failure to timely communicate with the City pursuant to Section 6(j) of this Agreement, if Lessee fails to timely communicate with the City on three or more occasions in any calendar year, the City may terminate this Agreement by providing notice to Lessee that the Agreement is terminated by the City effective thirty (30) days following the date of notice provided by the City.
- c. Abandonment by Lessee. In the event that the Lessee shall vacate or abandon the Premises, or shall permit the Premises to remain vacant or unoccupied without the prior written consent of the City. Lessee shall remain responsible for all fees identified within this Agreement and repair/replacement of damaged items.
- d. Insolvency of Lessee. If Lessee shall make an assignment for the benefit of creditors, or shall file a petition or shall be adjudged as bankrupt, or the interest of Lessee under this Agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or in the interest of Lessee under this Agreement.

24. **Severability.** If any provision of this Agreement or any provision of any document incorporated herein by reference shall be held invalid, said invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of the applicable law and the fundamental purpose of this Agreement and to this extent the provisions of this Agreement are declared to be severable.
25. **Law and Venue.** This Agreement shall be construed according to the laws of the State of Washington. Venue for any lawsuit shall be in Chelan County Superior Court.
26. **Attorney's Fees.** Except as otherwise specifically provided herein with respect to indemnification, each Party to this Agreement shall pay for its own attorney's fees and costs in any litigation or other legal proceedings related to or arising out of this Agreement regardless of the outcome.
27. **Force Majeure.** The performance of all covenants herein (except for the payment of monthly lease and other charges which shall be paid as and when provided herein), shall be postponed and suspended during the period their performance is prevented by acts of God, accidents, weather, or any other delay or contingency beyond the reasonable control of the Parties.
28. **Duty of Impartiality.** The Lessee shall observe, and shall require all its employees and agents to observe, a strict impartiality as to services and under all circumstances Lessee shall exercise and require its employees and agents to exercise courtesy and consideration in their relations with the public.
29. **Risk.** Lessee shall assume all risks incident to its business to be conducted hereunder.
30. **Inurement.** This instrument shall be binding upon and inure to the benefits of the Parties and their respective successors, legal representatives and assigns. This paragraph shall not be deemed to authorize Lessee to make an assignment of its interest in this Agreement.
31. **Amendment.** This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by the person(s) authorized to bind each of the Parties.
32. **Third Party Rights.** The City reserves all rights with respect to its property and equipment, including without limitation the right to grant easements, licenses and permits, subject to the rights granted in this Agreement.
33. **Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either Party.
34. **Waiver.** A failure by either Party to exercise its right under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the waiving Party.

37. **Signatures.** This Agreement may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Photocopied signatures and signatures transmitted by facsimile or PDF email shall be treated as original signatures to this Agreement, binding on the Parties.

APPROVED BY LESSEE the _____ day of _____, 20____.

By: _____
Print Name: _____
Title: _____

State of Washington)
) ss
County of Chelan)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such Party for the uses and purposes mentioned in the instrument.

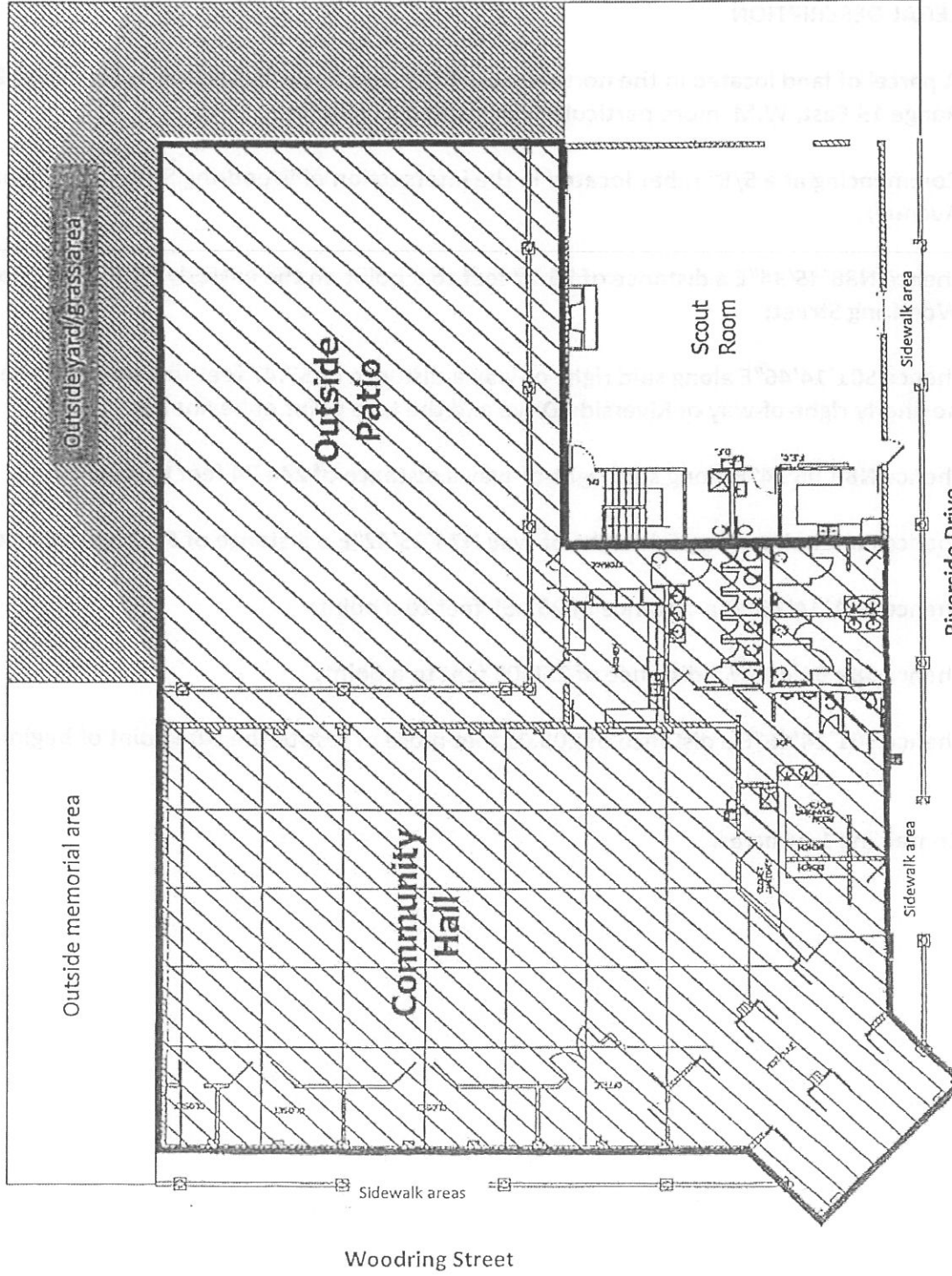
Dated: _____

NOTARY PUBLIC

(Print Name)

Commission Expires: _____

Exhibit "A"
Leased Premises



Scout room areas in and around the Riverside Center building are not part of the leased Premises.

Interior areas of Riverside Center are part of leased Premises.

Outside yard/grass area is part of leased Premises.



Exhibit B
Lessee User Fees

2016 Pricing				
Rates	Monday – Thursday Hourly Rate (Minimum Rental may apply)	Monday – Thursday Full Day Rate	Weekends Fri-Sat- Sun Full Day Rate	Deposit
Group 1	\$	\$	\$	\$
Group 2	\$	\$	\$	\$
Group 3	\$	\$	\$	\$

Group 1 Includes – Community sponsored events where revenue generated or benefits in kind are returned to the community. Examples: service clubs such as American Legion, American Lady’s Cashmere VFW, Lions/Lioness Club, Rotary, Chamber of Commerce, Historical Society, Kiwanis, Youth groups-Scouts, YMCA, YWCA, Campfire or youth activities; Community education classes, such as CPR, exercise, arts or free entertainment.

Group 2 - Church sponsored events, school district events, funeral receptions, memorial services, non-profit groups, Red Cross, Government events.

Group 3 – Private events such as weddings, family reunions, corporate business meetings, business seminars, music or performing arts charging admission.

Non-Profit Organizations are those which hold 501(c) status with the IRS and are registered with the State of Washington as a non-profit organization.

Private use applies to individuals or any organizations, including government agencies, political parties, religious groups; who reserve use of the Center for an activity that is not open to the general public to attend, with or without admission fee.

City Exemption – The City of Cashmere is exempt for fees for up to eight (8) public meetings on any Monday through Thursday during each lease year when such meetings are pre-scheduled with Lessee and the Center is not otherwise already reserved for an event when the City makes its written request to the Lessee to use the Center.

***PERSONAL GUARANTEE OF CASHMERE
RIVERSIDE CENTER LEASE AGREEMENT***

IN ORDER TO INDUCE THE CITY OF CASHMERE, a Washington municipal corporation ("City"), to enter into the Riverside Center Lease Agreement (the "Agreement") with _____ (the "Lessee"), of even date herewith, including all documents attached as Exhibits thereto (collectively the "Agreement"), _____, individual(s) (collectively the "Guarantor"), absolutely and unconditionally guarantee to the City, and its successors and assigns, the full and timely performance of the Agreement (including all documents executed in connection therewith, and the full and timely performance of any and all of the Lessee's obligations to the City set out in the Agreement (including any document executed in connection therewith), including, but not limited to the obligations of Lessee to pay rent and other fees or charges.

The Guarantor expressly waives:

1. The right to notice of extension or modification of the Agreement terms, even if such extension or modification increases the duties and obligations of the Lessee, and thereby the Guarantor, under the terms of the Agreement and this Personal Guarantee; and
2. The right to rely on any waiver by the City of the performance of any of the terms and conditions of the Agreement; and
3. The right to personally receive notices of default or any other notice called for under the Agreement.

The Guarantor acknowledges that, should there be an assignment, sublease, or sale of Lessee's interest in the Agreement, or in the stock of Lessee (if applicable), or of Lessee's assets to a third person, even though such sale may be approved by the City, Guarantor is still obligated to guarantee and ensure performance of the Agreement during the remaining Term of the Agreement and for any extension of the Agreement.

Invalidity, irregularity, unenforceability of all or any part of the obligations under the Agreement shall not impair or be a defense to this Personal Guarantee.

This Personal Guarantee is voluntarily made by the Guarantor and the Guarantor acknowledges that the City shall have the right to pursue the Guarantor for performance of the Agreement or for recovery of damages for breach of the Agreement, without first having to proceed against Lessee. If the Guarantor consists of more than one individual person, the City may pursue recovery of all monies due and owing to the City from any or all such individuals at the election of the City. In the event the City retains the services of an attorney to collect monies

RESTRICTED FUNDS

Criminal Justice Funding - Special Programs

	Revenue	Expended	Balance
2009	2,461.94	0.00	13,225.73
2010	2,537.23	11,161.00	4,601.96
2011	2,562.77		7,164.73
2012	2,605.46		9,770.19
2013	2,752.63	11,385.51	1,137.31
2014	2,700.00	3,757.00	80.31
2,015	2,700.00		2,780.31

Cashmere School District has requested \$4,729 to help pay for a School Resource Officer

Kay Jones

From: David Sherman
Sent: Wednesday, October 08, 2014 1:42 PM
To: Kay Jones
Cc: Mark Botello
Subject: Developement Standards

Categories: Red Category

Kay Jones,

I request to have a Development Standard(s) for the Downtown of Cashmere added to the next council meeting for discussion and vote.

I would like to address council and staff about placing \$5,000-\$10,000 into the planning department professional services area to create a Development Standard(s) for Downtown.

I have received several request from citizens and staff about the importance of this issue. I look forward to discussing this issue with council and staff.

I would request city council vote to approve this funding.

Thank you,

David Sherman
Cashmere City Council Member