



## City of Cashmere

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

CASHMERE CITY COUNCIL MEETING  
MONDAY, FEBRUARY 13, 2017 6:00 P.M., CITY HALL

### **AGENDA**

#### CALL TO ORDER

#### FLAG SALUTE

#### EXCUSED ABSENCE

#### ANNOUNCEMENTS & INFORMATION

- January Financial Reports are on the website

#### PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

#### APPROVAL OF AGENDA

#### CONSENT AGENDA

1. Minutes of January 23, 2017 Regular Council Meeting
2. Payroll and Claims Packet Dated February 13, 2017

#### BUSINESS ITEMS

1. Joint City Council and Planning Commission meeting
2. Chief Matt Brunner – Fire Department Annual Report
3. Tom Green – Discussion on proposed Phase II of 9/11 Memorial
4. Approve the selection of West Coast Ambulance & Truck for the purchase of a 2008 Ambulance
5. Riverside Center Lease Agreement 2018-2022
6. Selection of General Municipal Engineering services for 2017
7. Selection of General Municipal Surveying services for 2017

#### 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, JANUARY 23, 2017 AT CASHMERE CITY HALL

OPENING

Mayor 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 Skip Moore Jim Fletcher Dave Erickson Kameon Smith Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer Mark Botello, Dir. of Planning/Building Chuck Zimmerman, City Attorney	

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

PUBLIC COMMENT PERIOD

David Hobbs residing at 206 Washington Street addressed the council with a few concerns, which included the graffiti in town, spending a large amount of tax dollars on items that don't benefit the majority of the citizens, such as the skate park and the city pool, which only operates 3 months of the year. The City spends a large amount of money on street projects with new curbing, only to be damaged or destroyed by the city plows.

APPROVAL OF AGENDA

Mayor Gomes amended the agenda by removing Item #1 Tom Green – Discuss Phase 2 of the 9/11 Memorial. Mr. Green cancelled due to illness.

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

CONSENT AGENDA

Minutes of January 9, 2017 Regular Council Meeting  
Payroll and Claims Packet Dated December 31, 2016 Year End Closure  
    Claims Check EFT 12/2016 and #37618 through 37635 totaling \$71,437.75  
    Manual Check #37660 \$300.00  
Payroll and Claims Packet Dated January 23, 2017  
    Claims Check #37573 through 37659 totaling \$148,116.93

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

CONTRACT AGREEMENT WITH FINANCIAL CONSULTING SOLUTIONS GROUP (FCS) FOR A RATE STUDY

The proposed contract is for \$46,066, which includes an analysis of the water and sewer rates, along with the system development fees. The purpose of the study is to make certain that future revenues will be adequate to meet expenses. The City is then able to use the information to establish utility rates for the next five years.

MOVED by Councilor Erickson and seconded by Councilor Moore to approve the Agreement with FCS Group and authorize the Mayor to sign. Motion carried.

#### PROGRESS REPORTS

Director Botello reported there will be a Joint City Council and Planning Commission meeting at the first Council meeting in February. David Hobbs is the new Planning Commission Chair.

Staff has advertised for SOQ for General Municipal Engineering Services. Council Members Fletcher and Erickson volunteered to assist in ranking the proposals.

Mayor Gomes stated that the Chelan PUD has completed a countywide street light inventory. He and Director Botello are meeting with PUD to discuss the next steps in retrofitting all street lights to LED.

Director Botello informed the council of the Economic Development meeting on Friday and suggested a couple of Council Members attend. Councilors Moore and Pratt volunteered.

City staff is working with the Chelan PUD on a grant for retrofitting the florescent lights to LED at the City Library. LED lighting provides better lighting, less heat and uses less energy.

#### EXECUTIVE SESSION – TO DISCUSS POTENTIAL LITIGATION

Mayor Gomes closed the regular meeting at 6:40 to enter into an executive session to discuss potential litigation for approximately 15 minutes. No action will be taken when back in regular session.

The regular session was reconvened at 6:55 p.m.

#### ADJOURNMENT

Mayor Gomes adjourned the meeting at 6:56 p.m.

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Jeff Gomes, Mayor

Attest:

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Kay Jones, City Clerk-Treasurer

# Staff Summary

**Date:** February 13, 2017

**To:** Cashmere City Council  
Mayor Gomes

**From:** Mark Botello

**RE:** Joint City Council and Planning Commission Meeting

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On behalf of the Planning Commissioners, we look forward to meeting with Council, on Monday, February 13, 2017 at 6:00 p.m. to review the proposed "Planning Work Program" and discuss other items as appropriate.

In 2016 the Commission completed a number of projects, which the Council considered and adopted. The Commissioners final 2016 work schedule included the following:

- Review and Update of Cashmere's Transportation Plan
- Review and approve 2 annexation
  - Hensley Annexation
  - Rankin Annexation
- Update Cashmere's Official Zoning map to reflect annexations.
- Review Cashmere School Urban Growth Area expansion.
- Discussion of Airport Overlay District for the Cashmere Airport.

The 2017 proposed Planning Commission program may include the following:

- Review of Title-17 Zoning Code
- Review of Comprehensive Plan

Prior to the joint Planning Commission & Cashmere Council meeting please take some time to think of projects you would like the Planning Commissioners and staff to work on for 2017.

The 2017 Planning Commission Chair is Dave Hobbs and the Vice Chair is John Torrence.

Cashmere Planning Commissioners meet the first Monday of each month from 5:00 to 7:00 p.m. at Cashmere City Hall.

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# Staff Summary

**Date:** February 13, 2017

**To:** Cashmere City Council  
Mayor Gomes

**From:** Mark Botello

**RE:** Purchase of 2008 Ford F350XLT 4X4 Type 1 Ambulance

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The city of Cashmere requested quotes for one used 2004 or newer ambulance. The deadline to submit quotes was 1:00pm, Wednesday, February 8, 2017. The City budgeted \$40,000 for the purchase of the ambulance.

**Section-3, Bases of Award**, of the request for quotes document, *“states that the city of Cashmere reserved the right to reject any or all quote as authorized by law and to award the contract/award to other than the lowest Quote at its discretion and in the best interest of the City of Cashmere.”*

The city of Cashmere received 4 quotes, which are as follows:

- **West Coast Ambulance and Truck Sales, Inc. (Includes delivery)**
  - 2008 Ford F-350XLT 4X4 Type 1 Wheeled Coach
  - LED lights
  - 0 miles on new Ford motor
  - \$37,365 (Sales tax not included)
- **Outback Fire Apparatus, Inc. (Does not include delivery)**
  - 2008 Ford F-450 4X4 Ambulance (Does not include delivery)
  - 65,000 miles
  - No LED lights
  - \$32,995 (Sales tax not included)
- **Global Emergency Vehicles, Inc. (includes delivery)**
  - 2004 Ford F-350 4X4 Type 1 Wheeled Coach, (Short box)
  - 13,000 miles
  - No LED lights
  - \$27,000 (Sales tax not included)
- **Brindle Mountain Fire Apparatus, Inc. (Does not include delivery)**
  - 2008 Ford F-350 4X4 Type 1 Wheeled Coach
  - LED lights
  - 65,569 Miles
  - \$32,995 (Sales tax not included)

After review of the submitted quotes, Cashmere Fire Chief and I recommend purchase of the ambulance from West Coast Ambulance and Truck Sales, Inc , because it contains LED lights, new Ford motor and is a large box and extras associated within the ambulance box.

I will provide pictures and quote documents at the Council meeting

**RECOMMENDATION:**

Staff recommends approval of selection of West Coast Ambulance & Truck for the purchase of 2008 ambulance.

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**Cashmere Riverside Center  
Lease Agreement**

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THIS LEASE AGREEMENT (“Agreement”) is made effective the 1<sup>st</sup> day of January, 2018 (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 Teri Weedman (“Lessee”) whose address is 5699 Evergreen Drive, Cashmere, Washington 98815; 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; the City has determined the Center should be operated on a self-supporting basis; 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 is for a five year term and shall be effective from January 1, 2018 through midnight on December 31, 2022. The Parties agree to meet in October of 2021 to discuss and consider a possible extension of this Agreement.
4. **Rent.** For the use of the Center the Lessee agrees to pay to the City the amounts listed below per month, in advance. 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 5<sup>th</sup> day of the month if unpaid and a \$100 late fee will be assessed for each late payment.

Beginning on January 1, 2018 the monthly rent payment shall be \$2,550; and Beginning on January 1, 2019, the monthly rent payment shall be \$2,550; and Beginning on January 1, 2020, the monthly rent payment shall be \$2,600; and Beginning on January 1, 2021, the monthly rent payment shall be \$2,600; and Beginning on January 1, 2022, the monthly rent payment shall be \$2,650.

5. **Lawful Use.** Lessee agrees that it's use and occupation of the Premises will comply with all present and future applicable laws, ordinances and regulations and that it will not use the Premises or allow it to be used for any illegal, unsafe or immoral purpose.
6. **Lessee's Operations, Rental Rates and Responsibilities.** The Lessee agrees to operate the Center and to take reservations, collect rental fees, and record schedules for the use of the Center as described in this Agreement.
  - a. The City shall be permitted to use the Center, for no charge, 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.
  - b. The Lessee shall care for and keep in good operating condition all City-owned furniture, fixtures, equipment and appliances. Lessee shall not modify, alter or change any City real estate, fixtures or personal property without prior written authorization by the City.
  - c. The Lessee agrees to provide, at Lessee expense, supplies and custodial services (cleaning) after every event on the following items: Kitchen, restrooms, floors, all furniture, fixtures, equipment and appliances, windows and window sills, patio, ceiling lamps, all exterior planters (located on or in front of the leased Premises), and clear interior rafters of balloons and decorations.
  - d. Additional Lessee custodial duties:
    - i. Clean and re-seal all floors as needed.
    - ii. Mow lawn and remove weeds weekly if applicable.
    - iii. Keep leased Premises cleared of snow and ice, including front entrance area and sidewalks adjacent to the building.
    - iv. Pruning of trees and shrubs, fertilization and weed control of landscape.
  - e. The Lessee shall take reservations and maintain schedules for the use of the Center for events including but not limited to community events, private functions or parties, business meetings, and public performances.
  - f. Lessee shall provide City with a copy of any requested facility use application within ten (10) calendar days of any City request for this information. Application shall at a minimum contain telephone, mail and e-mail contact information, and payment terms concerning any facility use applicant. Failure of Lessee to timely furnish the requested information shall be a material breach of

this Agreement. All facility use applications provided to the City shall be public records.

- 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 [www.cashmereriversidecenter.com](http://www.cashmereriversidecenter.com).
  - 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. The Parties shall be available by cellular telephone and communicate via e-mail or text messaging. All voice messages, e-mails and/or text messages sent by a Party to the other Party shall be responded to by 3:00 p.m. on the next business day following the communication. Failure of a Party 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 2022, Lessee is authorized to book reservations for the use of the Center for events that occur between January 1, 2023 and December 31, 2023. The rates to be charged for those bookings shall be no greater than 2.5% greater than the rental rate for rentals of the Center that are charged by Lessee to similar users in the year 2022. All deposits and supporting documentation and agreements for these future post-Agreement user arrangements, including but not limited to documentation supporting the amount proposed to be charged to the user based upon actual 2022 charges to similar users, shall be provided to the City on or before December 31, 2022, 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 lessee of the Center. If the reservation is cancelled or the user fails to pay, no funds will be paid by the City to the Lessee for the future reservation that was booked by Lessee. In the event the City determines the proposed rental rate for any future user is in excess of the limitation established above herein, the City reserves the right to adjust the rental rate or cancel the reservation.

8. **City's Maintenance Obligations.** The City will provide for the maintenance, repair or replacement of furnishings as described in **Exhibit B** and items on the following list, when required, as a result of normal wear and tear:
  - a. The irrigation system.
  - b. Heating, air conditioning, and electrical systems.
  - c. Plumbing and fixtures.
  - d. Repairs to damaged or broken concrete areas.
  - e. Repairs to all structural elements of the building including windows, doors, latches and closers.
  - f. Repair or replacement of items damaged by vandals.
  - g. All exterior lighting fixtures.
  - h. The City will not provide maintenance, repair or replacement of damaged items or repairs caused by Lessee or Lessee's authorized users.
9. **Replacement of City-Owned Furniture, Equipment, Fixtures damaged by Lessee's Authorized Users.** Lessee agrees to replace, at Lessee's expense, damaged, lost or destroyed furniture, equipment and fixtures owned by the City including, but not limited to items listed on **Exhibit B**. Replacements or repairs shall be of comparable quality and shall match existing inventory as closely as possible. Replacement items shall be pre-approved by the City.
10. **Return of Property Upon Termination.** Upon the termination of this Agreement for any reason, including cause, Lessee shall surrender possession of the City's real and personal property, including, without limitation, all equipment and fixtures that are now existing, installed or replaced by Lessee or located within the leased Premises, to the City in as good a state and condition as received or installed, except only for reasonable wear and tear and damage by fire or the elements. If Lessee substitutes any 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.
  - h. Waiver of Subrogation. Lessee and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said
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building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

- i. City's Property Insurance. City shall purchase and maintain during the term of this Agreement all-risk property insurance covering the Center building for full replacement value without any coinsurance provisions.
  - j. Policies of Insurance. The original of all insurance policies required to be carried by Lessee shall be submitted to City upon reasonable requests for inspection, and certificates of insurance shall be delivered to City, and all the certificates shall contain a provision that the respective insurers will not cancel or modify coverage without first giving 30 days prior written notice to City. At all times Lessee is operating under this Agreement, Lessee shall maintain in full force valid insurance policies of the kind and in the amounts and with the type of companies required herein.
12. **Indemnification/Hold Harmless.** Lessee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Lessee's use of the Premises, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City. This obligation of Lessee to indemnify and defend City shall include the obligation to reimburse the City for all attorneys' fees and costs incurred by the City to enforce this indemnification provision.
13. **Independent Contractor.** Nothing herein shall be construed to deem Lessee, its agents, employees, officials, or subcontractors as agents, employees, officials, or subcontractors of the City. The Lessee and its agents, employees, officials and subcontractors are independent contractors with respect to performance of this Agreement and in no way are they related to or beneficiaries of a relationship with the City nor are they entitled to any benefits, either pursuant to labor contract or otherwise, from the City.
14. **Not a Joint Venture.** It is mutually agreed and understood that nothing contained herein is intended, or shall be construed, as in any way creating or establishing the relationship of co-partners or joint ventures between Lessee and City or as constituting the Lessee as the agent or representative of the City for any purpose or in any manner.
15. **Sales Items/Merchandise.** Vending machines or other permanent sales items or merchandise that are not related to event(s) shall be prohibited on City property inside or outside Center without the prior written permission of the City.
16. **Assignment.** Lessee shall not assign, delegate, transfer, convey, subcontract, or sublet this Agreement or its rights, obligations, or liabilities in whole or in part.

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 toilet paper dispenser key. City shall notify Lessee by email or text message each time City enters the Premises when Lessee is not present or is not aware that City plans to enter the Premises.
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, state or federal taxes, 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.

- e. In the event Lessee terminates this Agreement, Lessee shall pay City for all fees due and owing up to the date of termination and shall pay City the pro rata daily amount due if Lessee holds over after the date of termination and has not vacated the Premises. The holdover daily rate shall be calculated based upon 200% of the monthly rental rate in effect the day following the date of termination set forth in the notice of termination provided by the City. In the event Lessee is holding deposits to reserve the use of the Center, which deposits were paid by future users, those deposits shall be transferred immediately to the City by Lessee, or alternatively, shall be immediately returned by Lessee to the future user who paid the deposit and the reservation shall be removed from the Center use calendar. In the event this Agreement is terminated by the City for default of Lessee, Lessee shall not be entitled to any payments for reservations made by Lessee for events that are scheduled to occur in the future.

**20. Notice and Contact Individuals.** Any notices or demands required pursuant to the terms of this Agreement shall be sent by certified mail, postage prepaid, to City or Lessee to the addresses provided above herein. The contact individuals for this Agreement shall be the City Clerk/Treasurer for the City and Teri Weedman for the Lessee.

**21. Possession by City as Remedy.** Upon the occurrence of any one or more events of default, Lessee's right to occupy and operate within the leased Premises shall terminate, and Lessee shall surrender possession of the leased Premises immediately. In this event, the Lessee grants to City full and free license to enter into and upon the Premises, or any part of it, to take possession without process of law, and to expel and remove Lessee or any other person occupying the Premises, or any part of them. City may use any force in and about expelling and removing Lessee and other persons as may be reasonably necessary. City may repossess the Premises, but entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall entry cause a forfeiture of lease amounts due, nor a waiver of any covenant, agreement or promise contained herein, to be performed by Lessee. Lessee shall make no claim of any kind against City, its agents, officers, and representatives by reason of termination or any act incident to termination of this Agreement.

**22. Other Remedies.** City may, if it so elects, pursue any other remedies provided by law for the breach of this Agreement or any of its terms, covenants, conditions or stipulations. No right or remedy herein conferred upon or reserved by City is intended to be exclusive of any other right or remedy, and each right and remedy shall be cumulative and in addition to any other right or remedy given here, now or later existing at law or in equity.

**23. Waiver of Default.** The acceptance of fees or payments by City, whether in a single instance or repeatedly, after it falls due or after acknowledgement of any breach by Lessee, or the giving or making of any notice of demand, whether according to any

statutory provisions or not, or any act or series of acts except an express waiver in writing shall not be construed as a waiver of City's right to act or any other right given the City, or as an election not to proceed under the provisions of 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.
35. **Non-Discrimination.** Lessee, its assignees, delegates, subcontractors, employees, agents, or consultants shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran's status, sexual orientation, or the presence of any disability.
36. **General Policies.** Lessee may adopt policies as Lessee deems are appropriate for the use of the Center by users. Said policies shall not conflict with the terms of this Agreement or applicable laws, rules, and regulations of government entities with jurisdiction. A copy of any policy or revision to the policy shall be provided to the City.

*[The remainder of this page left blank intentionally]*

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 9<sup>th</sup> day of February, 2017.


By:   
Teri Weedman

State of Washington            )  
  ) ss  
County of Chelan                )

I certify that I know or have satisfactory evidence that TERI WEEDMAN is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 2-9-17



  
NOTARY PUBLIC  
Kay Jones  
(Print Name)  
Commission Expires: 10-4-20



APPROVED BY THE CITY COUNCIL OF THE CITY OF CASHMERE, Washington at an Open Public Meeting the \_\_\_\_\_ day of February, 2017.

By: \_\_\_\_\_  
Jeff Gomes, Mayor

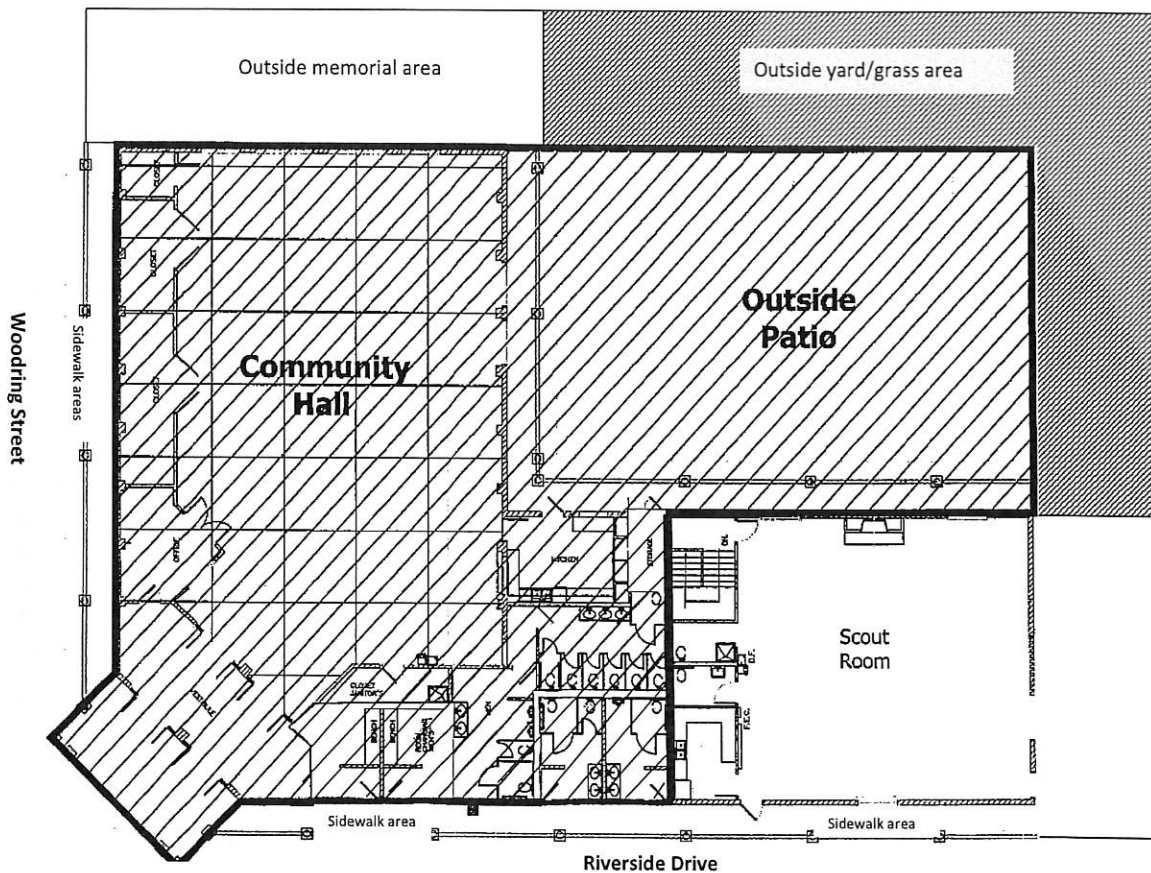
State of Washington        )  
  )ss  
County of Chelan         )



I certify that I know or have satisfactory evidence that JEFF GOMES is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Cashmere, Washington, 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**



-  Interior areas of Riverside Center are part of leased Premises.
-  Outside yard/grass area is part of leased Premises.

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

EXHIBIT A-1

COMMUNITY CENTER BUILDING  
LEGAL DESCRIPTION

A parcel of land located in the northeast  $\frac{1}{4}$  of the northwest  $\frac{1}{4}$ , Section 4, Township 23 North, Range 19 East, W.M. more particularly described as follows:

Commencing at a 5/8" rebar located in the intersection of Woodring Street and Pleasant Avenue;

thence N88°45'34"E a distance of 29.77 feet to a point on the easterly right-of-way of Woodring Street;

thence S01°14'46"E along said right-of-way a distance of 57.47 feet to a point on the northerly right-of-way of Riverside Drive and the true point of beginning;

thence N89°06'34"E along said right-of-way a distance of 244.74 feet to a point;

thence continuing along said right-of-way N74°35'42"E a distance of 5.50 feet to a point;

thence N01°14'26"W a distance of 251.55 feet to a point;

thence S89°06'40"W a distance of 250.03 feet to a point;

thence S01°14'46"E a distance of 205.01 feet more or less to the true point of beginning;

Containing 1.44 acres.

## EXHIBIT B

**CITY OF CASHMERE  
RIVERSIDE CENTER INVENTORY**

<b>ITEM</b>	<b>#</b>	<b>CONDITION</b>
Tables (72" X 30")	37	Average
Table Caddy (rectangle)	3	Average
60" Round Tables	10	Average
Table Caddy (round)	1	New
Folding chairs	250	Average
Chair Caddies	7	Average
Glass Bistro Tables	3	Good
Stage (16' X 12') 6 sections	1	Average/worn
Piano with dolly	1	Good
Piano bench w/cushion	1	Good
Podium - tabletop	1	Average
Dalite Screen	1	Average
54 Inch Two Door Stainless Steel refrigerator	1	Excellent
Samsung Stainless Steel dishwasher	1	Excellent
Frigidaire Stainless Steel Range	1	Top scratched
GE Microwave	1	Good
Metal shelf unit in janitor closet	1	Good
Storage Shelves	2	Good
Window blinds, black opaque	6	Average
Wooden blinds in office	3	Good
Wooden hangers	55	Good
Wrought Iron Benches	4	Good

# Staff Summary

**Date:** February 13, 2017  
**To:** Cashmere City Council  
 Mayor Gomes  
 Mark Botello  
**From:**  
**RE:** Selection of RH2 Engineering for 2017 General Municipal Engineering Services

The City published request for Statement of Qualifications (SOQ's) in the Cashmere Valley Record (newspaper of record). The SOQ was published on January 4, 2017. The deadline for submittal was January 27, 2017. The Committee members were Councilman Fletcher, Councilman Erickson, Rand Low (Public Works-Operator) and Myself. The following firms submitted SOQs:

Name	Location	RFQ submittal consistent with newspaper publication	Description of consultant's team including references	North Central Washington Engineering & Surveying Experience	Description- experience with relevant codes and standards...i.e. (WSDOT-LAG Manual)	Surveying	Municipal Transportation Engineering	Municipal Water & Wastewater Engineering	Total
KPG Interdisciplinary Design	Wenatchee, WA.	10	9	8	7	0	8	5	47
RH2 Engineers	Wenatchee, WA.	10	10	10	10	9	10	10	69
TD & H Engineering	Spokane, WA.	10	10	6	10	9	8	9	62
Gray & Osborne, Inc	Wenatchee, WA.	10	10	7	10	8	10	10	65
Terra Vista NW, LLC	Arlington, WA.	5	9	2	6	0	3	2	27
Maul Foster Alongi Forsgren Associates, Inc	Bellingham, WA.	8	10	4	5	0	8	0	35
SCJ Alliance, Wenatchee	Wenatchee, WA.	10	10	9	10	10	8	5	62
Pace	Wenatchee, WA.	10	10	8	9	8	10	0	55
Fitzpatrick Surveying	Cashmere, WA.	9	10	10	0	10	0	0	39

**Recommendation:** Staff recommends RH2 Engineering for general municipal engineering services for 2017, and to continue the existing general services agreement.

# Staff Summary

**Date:** February 13, 2017  
**To:** Cashmere City Council  
 Mayor Gomes  
 Mark Botello  
**From:**  
**RE:** Selection of Fitzpatrick Surveying for 2017 General Municipal Surveying Services

The City published request for Statement of Qualifications (SOQ's) in the Cashmere Valley Record (newspaper of record). The SOQ was published on January 4, 2017. The deadline for submittal was January 27, 2017. The Committee members were Councilman Fletcher, Councilman Erickson, Rand Low (Public Works-Operator) and Myself. The following firms submitted SOQs:

Name	Location	RFQ submittal consistent with newspaper publication	Description of consultant's team including references	North Central Washington Engineering & Surveying Experience	Description- experience with relevant codes and standards...i.e. (WSDOT-LAG Manual)	Surveying	Municipal Transportation Engineering	Municipal Water & Wastewater Engineering	Total
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Gray & Osborne, Inc	Wenatchee, WA.	10	10	7	10	8	10	10	65
Terra Vista NW, LLC	Arlington, WA.	5	9	2	6	0	3	2	27
Maul Foster Alongi Forsgren Associates, Inc	Bellingham, WA. Wenatchee, WA.	8 10	10 10	4 9	5 10	0 10	8 8	0 5	35 62
SCJ Alliance, Wenatchee	Wenatchee, WA.	10	10	8	9	8	10	0	55
Pace	Wenatchee, WA.	10	10	9	8	9	10	9	65
Fitzpatrick Surveying	Cashmere, WA.	9	10	10	0	10	0	0	39

**Recommendation:**

Staff recommends Fitzpatrick Surveying for general municipal surveying services for 2017, and to continue the existing general services agreement.