



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, JUNE 26, 2017 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

- May Financial Report is on the website
- 2 volunteers needed to review 2017 Annual Report

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of June 10, 2017 Regular Council Meeting
2. Payroll and Claims Packet Dated June 26, 2017
3. Affirm Mayor's appointment of Lilia Felicitas-Malana to Cashmere Planning Commission #7

BUSINESS ITEMS

1. Sheriff Brian Burnett – 2016 Chelan County Sheriff's Annual Report
2. Interlocal Law Enforcement Agreement for 2018 – 2021
3. Lease Agreement for Storage and Office Facilities for 2018 – 2021
4. Final acceptance of the 2017 Chip Seal Pavement Preservation project

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, JUNE 12, 2017 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 Skip Moore Jim Fletcher Dave Erickson Kameon Smith Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer Mark Botello, Director Chuck Zimmerman, City Attorney	

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Mayor Gomes reported that he will be attending the flag pole dedication at the American Legion this week. Also, he will be giving a presentation to the Port District on Economic Development, making a presentation to the Transportation Board on projects in the Cashmere area and meeting with Sheriff Burnett on the contract for Law Enforcement services.

Director Mark Botello reported that David Reinholz resigned from the Cashmere City Planning Commission due to an out of the area move. David Reinholz recommended Lilia Felicitas-Malana, Pastor of the Cashmere United Methodist Church to fill the vacancy.

The City sold the old loader to A&W Paving, the highest bidder, for \$29,100.

The Park project is completed and the grant has been closed out. The City will receive final reimbursement in a week or two. The Mayor stated that he has received several nice comments on the facilities at the playground.

PUBLIC COMMENT PERIOD

J.C. Baldwin residing at 7050 Olalla Canyon thanked the City Council for appointing her as Cashmere's representative to the Public Facilities District Board. She also mentioned the Port District's Strategic Planning process and that they will be holding a meeting in Cashmere some time in July.

APPROVAL OF AGENDA

MOVED by Councilor Fletcher and seconded by Councilor Pratt to approve the agenda as presented. Motion carried.

CONSENT AGENDA

1. Minutes of May 8, 2017 Regular Council Meeting
2. Meeting for May 22, 2017 was cancelled
3. Payroll and Claims Packet Dated May 22, 2017
Claims Check #EFT 04/2017 and #37931 through #37962 totaling \$68,715.12

4. Payroll and Claims Packet Dated June 12, 2017
 - Claims Check #37969 and 37971 through #38006 totaling \$24,466.32
 - Payroll Check #37965 through #37968 totaling \$104,674.54
 - Manual Check #37963, 37964 and 37970
5. Set a Public Hearing on July 10, 2017 at 6:00 p.m. for the Six-Year Transportation Program

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

COURTNEY BLACK WITH FCS GROUP – PRESENTATION ON WATER AND WASTEWATER RATE STUDY

The City contracted with FCS Group to do an analysis of the Water and Wastewater rates and System Development charges.

Courtney Black with FCS Group explained both the purpose and policy target for the Fiscal Policies, which include; Operating Reserve, Capital Contingency Reserve, Rate-Funded System Reinvestment, Debt Service Coverage, Rate setting and Revenue Sufficiency.

FSC Group looks at the annual revenue needs for the next five years. The revenue needs to be sufficient to cover fiscal policy achievement, forecast of O&M costs, planned capital costs and existing & new debt service.

The Summary of Findings are:

Water Rate Strategy – minimum inflation-level rate increases

Wastewater Rate Strategy – Option #1. Fully fund policy targets in 2017

#2. Five-year phase-in to rate funded system reinvestment

#3. Maintain existing rate levels

System Development Charges – Option #1. Maintain existing rate

#2. Increase to updated rate

#3. Annual increase using index

The City Council will discuss the findings and make a decision at a future meeting.

ORDINANCE NO. 1259 CHAPTER 8.12 PROHIBITING THE SALE AND USE OF FIREWORKS

MOVED by Councilor Fletcher and seconded by Councilor Moore to adopt Ordinance No. 1259 prohibiting the sale and use of fireworks. Motion carried with three voting in favor and Councilors Pratt and Smith voting no. Motion carried.

RESOLUTION NO. 06-2017 SETTING A PUBLIC HEARING ON JULY 10, 2017 ON THE RIVERSIDE DRIVE RIGHTS-OF-WAY VACATION

MOVED by Councilor Fletcher and seconded by Councilor Moore to approve Resolution No. 06-2017 setting a public hearing on July 10, 2017 on the Riverside Drive rights-of-way vacation. Motion carried.

RESOLUTION NO. 07-2017 SUPPORTING INCREASED COMMERCIAL AIR SERVICE FROM PANGBORN MEMORIAL AIRPORT TO ADDITIONAL DESTINATIONS

MOVED by Councilor Erickson and seconded by Councilor Smith to approve Resolution No. 07-2017 supporting increased commercial air service from Pangborn Memorial Airport to additional destinations. Motion carried.

SELECTION OF CONTRACTOR FOR THE RANK ROAD AND KENNEDY ROAD PROJECTS

City staff utilized the Small Works Roster to request bids for the Rank Road and Kennedy Road project. Central Washington Asphalt was the apparent low bidder at \$95,388. Staff recommended the selection of Central Washington Asphalt.

MOVED by Councilor Fletcher and seconded by Councilor Moore to approve the selection of Central Washington Asphalt for the Rank Road and Kennedy Road projects and authorize the Mayor to sign the documents. Motion carried.

ACCEPTANCE OF COMPLETION OF THE 2017 CITY CHIP SEAL PATCHWORK PROJECT

MOVED by Councilor Fletcher and seconded by Councilor Smith to accept the completion of the 2017 Chip Seal Patchwork project. Motion carried.

PROGRESS REPORTS

Councilor Erickson is representing small cities on the Washington Wildlife Recreation Program (WWRP) working on new policy that will allow small cities a waiver for the matching funds when applying for a WWRP grant.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:48 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

INTERLOCAL LAW ENFORCEMENT SERVICE AGREEMENT

CITY OF CASHMERE

2018-2021

THIS AGREEMENT made and entered into this _____ day of _____, 2017, by and between the County of Chelan, a legal subdivision of the State of Washington, hereinafter referred to as the "County", having its principle place of business located at 400 Douglas St, Suite 201, Wenatchee, Washington, and the City of Cashmere, a municipal corporation of the State of Washington, hereinafter referred to as the "City", having its principle place of business located at 101 Woodring Street, Cashmere, Washington, 98815, and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement functions within its boundaries by the Sheriff, and,

WHEREAS, the County is agreeable to rendering such services on the terms and conditions hereinafter set forth, and,

WHEREAS, such contracts are authorized and provided for by the provisions of Chapter 39.34 RCW. Pursuant to RCW 39.34.080, one or more public agencies may contract with one another to perform governmental services which each itself is authorized to perform;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I - PURPOSE

1.1 Purpose. The County agrees, by and through its Sheriff, to provide law enforcement services within the corporate limits of the City.

1.2 Municipal Authority. The City hereby confers municipal police authority on the County's employees who will provide Law Enforcement Services.

ARTICLE II - LAW ENFORCEMENT SERVICES

2.1 Law Enforcement Services. Such services shall encompass the duties and functions of the type within the jurisdiction of and customarily rendered by the Sheriff of the County and the Police Chief of the City under the laws of the State of Washington.

2.2 Such services shall include the enforcement of statutes of the State of Washington and the municipal ordinances of the City, as are enforced by the Sheriff within unincorporated territory of said County and the Police Chief of the City.

2.3 Such Services shall include the designation of a Chief Executive Law Enforcement Officer, or Police Chief of the City pursuant to RCW 35A.12.020, effective January 1, 2014. The Sheriff or his/her designee will be the assigned Police Chief, consistent with the laws of the State of Washington.

2.4 Such services shall include a minimum of **2.5 fulltime employee (FTE)** deputies assigned and scheduled to the City of Cashmere. Said personnel will provide patrol within the city 7 days a week.

2.5 Such services shall include: support services defined in Article III below, property/records management and retention in relationship to public safety and enforcement issues.

ARTICLE III - OTHER SERVICES

3.1 Support services will consist of:

A. Investigation services by the detectives division, investigating such crimes as major crimes (felony), drug offenses, fraud and such reports as missing persons, vice and major collisions. These detectives are supported by the patrol function as well as the crime scene analysis, crime laboratory, polygraph, identification and evidence control.

B. Special Operations services such as canine, SWAT, search and rescue, bomb disposal, aviation, marine, dive, and narcotics.

C. Emergency operations and home land security not covered by separate agreement.

3.2 Administrative services include planning and statistics, crime analysis,

subpoena control, training, weapons permits, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, inspections/internal investigations and other services provided by other county departments in support of the Chelan County Sheriff.

3.3 Dispatch communications services shall be provided by RiverCom.

RiverCom services are provided through Interlocal agreement with Chelan County. The City of Cashmere shall pay its share of RiverCom costs based upon calls for service within the city limits of Cashmere.

ARTICLE IV - PERSONNEL

4.1 The rendition of such services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain in the County.

4.2 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County Deputy and employee engaged in performing any such service and function shall be deemed to be an officer of said City while performing service for said City, which service is within the scope of this Agreement and is a municipal function.

4.3 The level, degree and type of city services and the number of positions assigned to those services shall be determined by the Sheriff or his/her designee, after consultation with the City. In the event of an emergency as determined by the Sheriff which results in the staffing level being less than described in this agreement, the County will make every effort to minimize the impact to staffing levels within the City. Additional support services, such as discretionary overtime may be purchased by the City during the contract period, and assigned for the sole benefit of the City. While the Sheriff controls the employees, standard of performance, discipline, and all other aspects of performance of the employees assigned to provide Law Enforcement Services, the City may submit comments thereon to the Sheriff.

ARTICLE V - EQUIPMENT

5.1 The County shall furnish and supply all necessary equipment, communication facilities and vehicles and supplies necessary to maintain the level of service to be rendered hereunder, and shall pay all salaries and employee benefits and other costs in connection therewith.

5.2 Computers. The county will provide mobile data computers to assigned Deputies. The computers will assist the Deputies with computer aided dispatching and records management.

5.3 Special supplies. The city will supply at its own cost and expense any special supplies, stationary, notices, forms, and like where such must be issued in the name of the City.

5.4 The County shall provide an emergency communications frequency 155.370 (LERN). This frequency is to be used for emergency situations only. The County will maintain control of this frequency.

5.5 The City shall furnish office and storage space pursuant to separate lease, the term of which shall be the same as this agreement for law enforcement services.

ARTICLE VI - COMPENSATION

6.1 The City shall pay to the County the following amounts for said police protection and law enforcement services to be paid in quarterly installments, each installment payable in advance on or before the fifteenth day of each quarter. Said payment shall be credited in full as revenue to the Sheriff's department in the Chelan County budget. Costs are determined by number of FTE's.

6.1.1	Year 2018	\$ 442,960
6.1.2	Year 2019	\$ 459,350
6.1.3	Year 2020	\$ 476,345
6.1.4	Year 2021	\$ 493,970

6.2 The City shall pay to the County for dispatch services those amounts required by RiverCom for services provided within the City limits. RiverCom Costs will be determined annually prior to the beginning of each year. The City shall pay quarterly

installments, each installment payable in advance on or before the fifteenth day of each quarter.

6.2.1 Year 2018	\$ ____TBD____
6.2.2 Year 2019	\$ ____TBD____
6.2.3 Year 2020	\$ ____TBD__
6.2.4 Year 2021	\$____ TBD__

6.3 Discretionary Overtime. The City shall also pay to the County those overtime expenses for regular deputies (excluding reserves and/or volunteers) incurred by the County for the following, to-wit:

- (a) Planned, advertised special events created by the city that require additional Sheriff's Office personnel assigned to the City, after notice to the Sheriff.

ARTICLE VII - REPORTING

7.1 Such services shall include a regular report of public safety issues within the city and region. Separate reporting districts consisting of incorporated and unincorporated areas will be maintained to enable accurate data collection on law enforcement services provided and call for service activity.

7.2 A representative of the Sheriff's Office shall make a report to the City Council either monthly or quarterly as requested by the City. The report shall include the following as it pertains to operations in the City of the preceding month or quarter.

- (a). Calls for service;
- (b). Violations, title 46;
- (c). Field Interviews;
- (d). Total number of hours spent by deputies and reserve deputies patrolling with the City limits;
- (e). Total number of hours spent on foot patrol in the City's downtown core;
- (f). Total number of hours spent on bike patrol within the City limits;
- (g). Total number of training hours of assigned personnel;

(h). Number of felony/misdemeanor crimes committed within the City.

7.3 In addition to the information included in the above stated reports to the City Council, the Sheriff's Office shall provide the following information related to crime within the City on an annual basis for the purpose of measuring the effectiveness for crime control services:

(a). Prevention of crime: Number of reported crimes within the City by type of crime (including categories to represent property crimes and crimes against person).

(b). Apprehension of offenders: Percentage of reported crimes which are ultimately "cleared," whether by arrest, recovery of stolen property or other "exception".

7.4 The county will notify the city of a significant unusual occurrence within the City, in a timely manner. The order of contact will be the Mayor, Mayor Pro-tem.

ARTICLE VIII - PLANNING

8.1 The County and City will develop a multi-year police services plan. The plan will document the long term vision of the county and city for police services; to include departmental missions and goals. With an ability to identify strategic goals for accomplishing the vision; the plan will be action oriented with a strong emphasis on achieving practical outcomes. The plan will outline the goals and operational objectives of the future of police services. It will be the goal to guide the City and County into a continual program of improvement. The plan will address activities based on, but not limited to, anticipated workloads, population trends, staffing levels, community needs, capital improvement and equipment needs. This direction should provide the members of the police services of the County and City a set of expectations and issues to guide their activities toward common goals and objectives. The content of this plan will be evaluated on a continual basis to insure that our objectives parallel with trends observed in the City, County, State and Nation.

ARTICLE IX - AGREEMENT ADMINISTRATION

9.1 Unless sooner terminated as provided for herein, this Agreement shall take effect on the first day of January, 2018 at 12:00 a.m. and shall terminate at midnight on the 31st day of December, 2021.

9.2 This Agreement may be terminated by either Party for any reason upon six (6) month's advance written notice given to the other Party; provided no termination shall be effective until December 31 of any year following six months after the notice of termination is given. For example, if notice of termination is provided on August 1, 2018, the Agreement shall not terminate until December 31, 2019. If notice of termination is provided on June 1, 2018, then the Agreement shall terminate effective December 31, 2018.

9.3 Termination Transition Plan: Upon the provision of a written notice of termination, the parties shall establish a written plan for orderly transition of law enforcement services from the county to the city, or the city's designee. Said plan shall address all issues related to the transition of law enforcement services including without limitation, personnel, conveyance of capital equipment, workload and assignment of transition tasks. Each party shall bear its own cost in developing said plan.

9.4 Notice. The contract personnel for each party hereto, for notices required hereunder, audits, inspections and enforcement of this Agreement are designated as follows:

Chelan County Sheriff, or designee	City of Cashmere Mayor, or designee
401 Washington Street Level 1	101 Woodring Street
Wenatchee, WA 98801	Cashmere, WA 98815

ARTICLE X - INDEMNIFICATION.

10.1 The County shall indemnify, defend and hold harmless the City, its elected and appointed officials, employees and agents from and against any loss or claim for damages of any nature whatsoever, arising out of the provision of Law Enforcement Services provided pursuant to the provisions of this agreement, except to the extent

such damages are caused by the negligent or willful act or omission of the City, its elected or appointed officials, officers, employees, agents, or a third party. Nothing herein shall be deemed to constitute a waiver by the County of its immunity pursuant to Title 51 RCW.

10.2 The City shall indemnify, defend and hold harmless the County, its officers, agents, appointed and elected officials and employees, from any loss or claim for damages of any nature whatsoever, arising out of any negligent or willful act or omission of the City, its elected or appointed officials, officers, agents, or employees.

ARTICLE XI - AGREEMENT OVERSIGHT

11.1 The City and County agree to establish an oversight committee consisting of the chief executive officers or their designees; the Sheriff or his/her designee, the County Commissioners or their designee, and the Mayor or his/her designee.

11.2 The Committee shall meet at least bi-annually to ensure the parties of this agreement comply with the provisions set forth by the agreement, including administration of the agreement and management of the services provided.

11.3 In addition the committee shall review personnel, training and standards and may make recommendations to the County and City for improvement or recognition.

11.4 If there is an operational problem or agreement dispute the committee may review and attempt to resolve the problem or dispute. If the committee is unable to resolve the problem or dispute, this agreement shall be construed in accordance with the laws of the State of Washington.

11.5 The Oversight Committee is responsible for proposing amendments to this agreement, which could then be agreed by the City and County legislative bodies.

ARTICLE XII - DISPUTES

12.1 Dispute Resolution Process: In case of a dispute over the performance or meaning of the provisions of this Agreement which has not been resolved through discussion between the Parties, said dispute shall be submitted to a Dispute Resolution Board consisting of three individuals; one appointed by each party and the third

selected by the two initial members. Said board shall decide matters by majority vote. If either Party is not satisfied with the result, it may utilize any other remedy to which it may be entitled at law or in equity.

ARTICLE XIII - PAYMENT AND INSURANCE

13.1 Invoicing by the County. The County shall provide separate invoices to the City by the first day of February, April, July, and October for the Base Service Fee for the first, second, third and fourth quarter, respectively, and for the Discretionary Overtime Fee for the second, third, fourth and first quarters, respectively. Such invoice shall also reflect appropriate credits for payments to be made by the County to the City for each such quarter, as set out in other sections of this Agreement.

13.2 Payment. City shall pay the Service Fee invoiced by the County on or before the fifteenth day of February, April, July and October, respectively.

13.3 Overdue Payments. If any portion of the Service Fee is not paid by the City when due, the unpaid balance shall bear interest thereon from the date such payment was due to the date of receipt of payment at the rate of twelve percent (12%) per annum.

13.4 Insurance City. The City shall maintain at all times during the term of this Agreement a general liability insurance policy, or other comparable coverage, with a self-insured retention of no more than \$500,000, and a policy limit of no less than \$2,000,000.

13.5 Insurance County. The County shall maintain at all times during the term of this Agreement a general liability insurance policy, or other comparable coverage, with a self-insured retention of no more than \$500,000 and a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 aggregate limits. An insurance certificate or equivalent evidencing the required coverage shall be furnished to the City upon request.

ARTICLE XIV - MISCELLANEOUS

14.1 Entire Agreement. This Agreement represents the entire and integrated

Agreement between the City and the County and supersedes all prior negotiations, representations or agreements, either written or oral.

14.2 Waiver of Breach. The waiver by either Party of the breach of any provision of this Agreement by the other Party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other Party.

14.3 Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any acts contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

14.4 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in Chelan County Superior Court.

14.5 Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

14.6 Non-discrimination. The County and City certify that they are Equal Opportunity Employers. The County has developed and implemented affirmative action programs in accordance with the guidelines in revised order 4 of the United States Department of Labor. If required, the City will develop and implement affirmative action programs that meet the applicable federal standards.

14.7 Attorney's Fees and Costs. Each Party shall bear its own attorney's fees and costs in the resolution of a dispute or litigation.

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

CITY OF CASHMERE

By: _____
Mayor

ATTEST: _____
Clerk

CHELAN COUNTY BOARD OF COMMISSIONERS

Chairman

Commissioner

Commissioner

ATTEST:

APPROVED:

By: _____
Clerk of the Board

Chelan County Sheriff

Lease Agreement for Storage and Office Facilities

Cashmere

2018-2021

This Lease, is made and entered into as of the _____ day of _____, 2017, by and between Chelan County, by and through the Board of Commissioners and Sheriff, (Lessee), whose address is 400 Douglas Street, Suite 201 Wenatchee, WA 98801, and the City of Cashmere, (Lessor), whose address is 101 Woodring Street, Cashmere, WA 98815.

WITNESSETH the parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. Whereas the Lessor, Cashmere, and Lessee, Chelan County, are participants in a law enforcement services contract effective for the years 2018 through 2021, whereby the Sheriff provides Cashmere with law enforcement services.
2. Lessor hereby leases to the Lessee the following described premises: space in the buildings and parking lot located at 101 Woodring St, Cashmere, WA, owned by the City of Cashmere, situated on Assessor's parcel number 23 19 04 930 236, and otherwise legally described as Plat of Woodring, Block 2, Lots 28 through 32. Said building and parking spaces consisting of portions of the first and second floors of Lessor's City Hall and the Lessor's garage as depicted by the shaded areas including descriptions shown on Exhibit A (attached and incorporated herein) to be used exclusively for Sheriff's office needs, equipment, and vehicle storage, and other uses at the discretion of the Sheriff.

3. To have and hold the premises with their appurtenances for the term beginning the 1st day of January, 2018 and ending the 31st day of December 2021. Rent due Cashmere from the Sheriff shall be \$33,356 annually, \$2,779.71 per month, payable by the 15th day of each month. The annual rent due and the corresponding monthly payments shall increase by 3.7% on January 1, 2019, and on each January 1 thereafter for the term of this lease. It is intended that this lease agreement shall be in effect during the same period that the law enforcement services contract is in effect.

4. The parties are authorized pursuant to RCW 39.34 to enter into this Agreement for Lease between municipal corporations. Lessee shall not assign this Lease and shall not sublet the premises.

5. The Lessor shall furnish to the Lessee, during the occupancy of the premises, under the terms of this Lease, as part of the rental consideration, the following:

Office and storage areas, parking and all utilities, excluding telephone.

6. Lessor shall, unless herein specified to the contrary, maintain the premises in good repair and tenable condition during the continuance of this Lease, except in case of damage arising from the acts or the negligence of the Lessee's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at any reasonable time, but only after 24 hour notice to Lessee, to enter and inspect the premises and to make any necessary repairs to the building.

7. The Lessee shall have the right during the existence of this Lease, to make alterations, attach fixtures, and erect additions, or structures or signs, in or upon the premises hereby leased, which

fixtures, additions or structures so placed in or upon or attached to the said premises shall be and remain the property of the Lessee and may be removed there from by the Lessee upon the termination of this Lease.

8. In the event the leased premises are destroyed or injured by fire, earthquake or other casualties so as to render the premises totally or partially unfit for occupancy, or the Lessor neglects, refuses, or is unable to restore said premises to their former condition, then the Lessee may terminate this Lease, but Lessor shall not be required to provide alternate premises.

9. It is understood that no guarantees, express, or implied, representations, promises or statements have been made by the Lessee or Lessor unless endorsed hereon in writing.

10. The Lessee shall not sublet or assign the premises nor allow any other person or business to use or occupy the premises without the prior written consent of the Lessor.

11. Upon default in any term or condition of this Lease, the Parties shall have the right to undertake any or all other remedies permitted by law.

12. This Lease shall be binding upon, and inure to the benefit of, the parties, their heirs, successors, and assigns.

13. Upon termination of the law enforcement services agreement between the Parties, this Lease shall terminate automatically.

APPROVED BY the City Council of the
City of Cashmere at an Open Public
Meeting on the _____ day of
_____, 2017.

CITY OF CASHMERE

By: _____
JEFF GOMES, Mayor

ATTEST:

KAY JONES, City Clerk

APPROVED BY the Chelan County Sheriff
On the _____ day of _____, 2017.

By: _____
Brian Burnett, Sheriff

ATTEST:

Carlye, Baity, Clerk of the Board

APPROVED BY
Chelan County Board of Commissioners
on the _____ day of _____, 2017.

By: _____
Doug England, Chairman

By: _____
Keith Goehner, Commissioner

By: _____
Kevin Overbay, Commissioner

Exhibit A-Map of Cashmere City Hall, Floors One and Two
101 Woodring St, Cashmere, WA 98815
Leased spaced is indicated by shaded areas

Cashmere City Hall

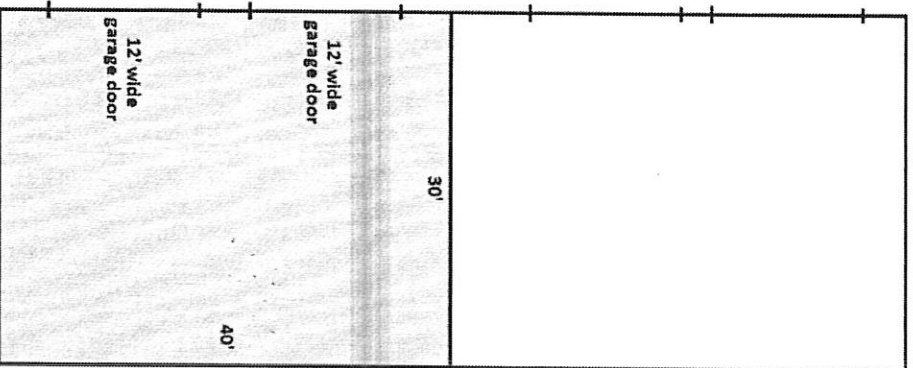
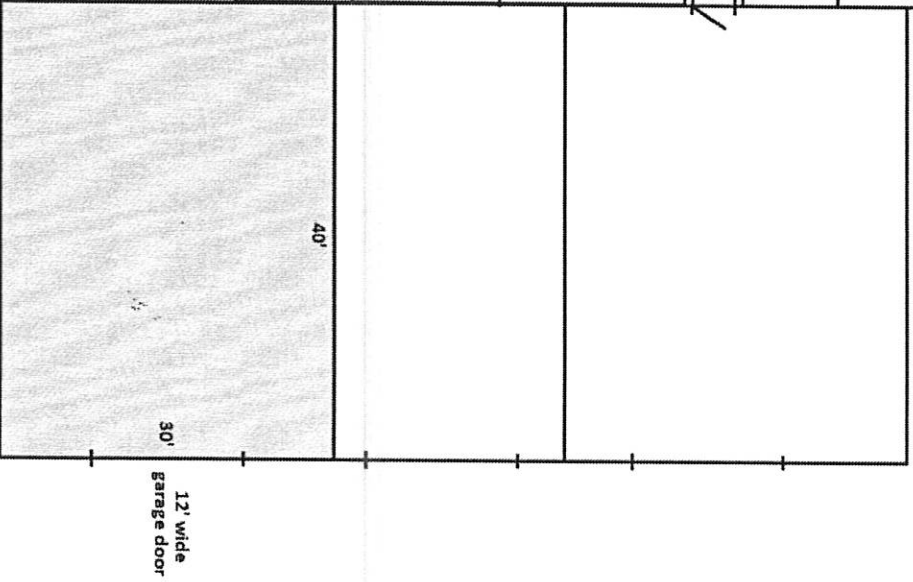
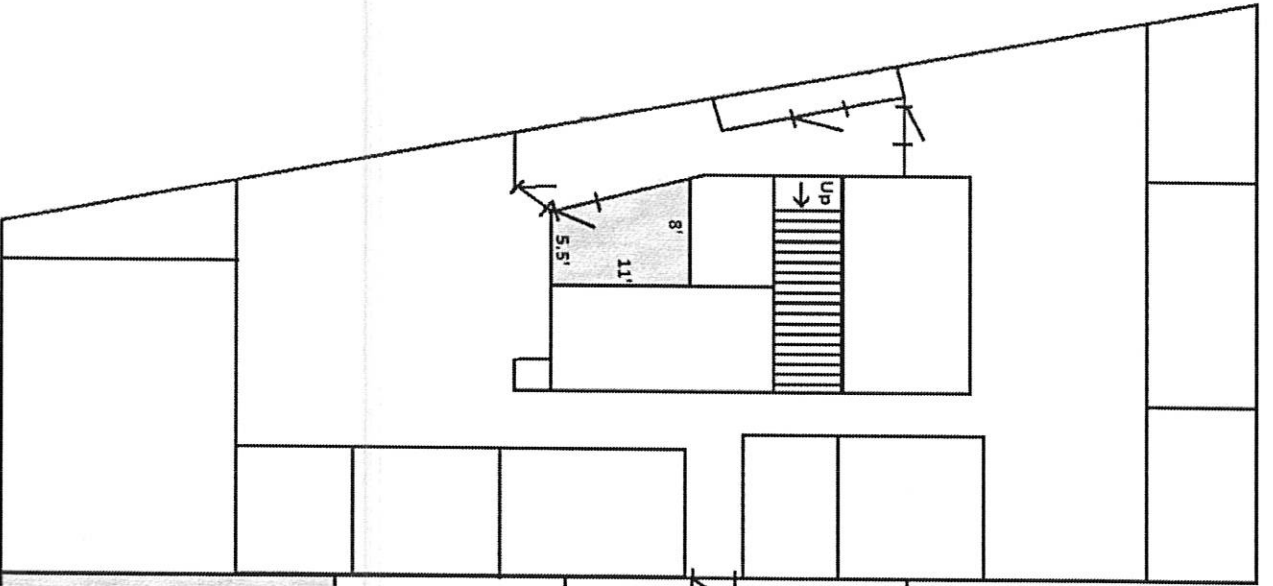
First floor

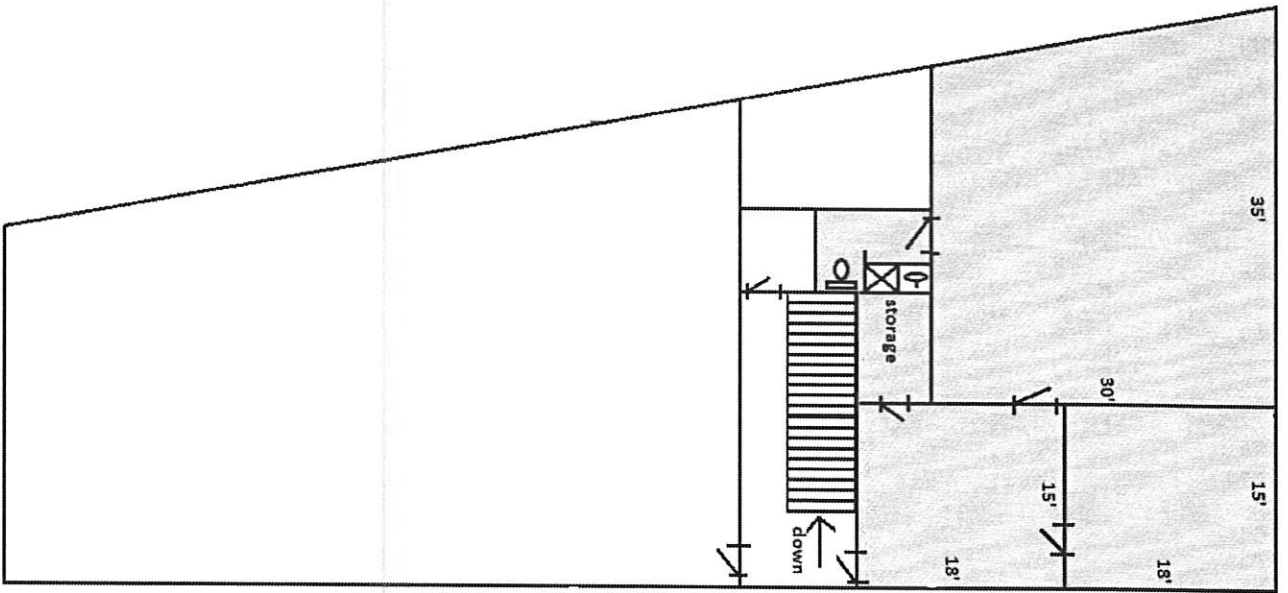
Sheriff dedicated areas in grey.

Office directly off of the entry

40' x 30' heated garage bay

30' x 40' unheated double garage bay





Cashmere City Hall

Second floor

Sheriff dedicated areas in grey.

Three rooms

Storage closet

Bath room

Staff Summary

Date: June 26, 2017

To: Cashmere City Council
Mayor Gomes

From: Mark Botello

RE: Final work acceptance approval for the 2017 Chip Seal Pavement Preservation Project.

A & W Paving has completed the 2017 chip seal pavement preservation project for the City. The streets that were chip sealed are as followed:

- Chapel St
- Angier Ave
- McGill St
- Perry St
- West Pleasant St.

Staff will go over this at the Monday Council meeting. This is a budget item, which includes sales tax, and is part of the street pavement preservation program. Sales tax on road/street projects are pursuant to WAC 458-20-171-Use tax on Materials only.

Recommendation:

Staff recommends approval of the 2017 chip seal pavement preservation project and release payment.

A & W PAVING

PO Box 305
Cashmere, WA 98815

DATE	INVOICE #
6/10/2017	5641

BILL TO
City of Cashmere. 101 Woodring Cashmere, WA 98815

P.O. NO.	TERMS
	Due on receipt

DESCRIPTION	QUANTITY	RATE	AMOUNT
2017 CHIP SEAL PROJECT			
2-SHOT CHIP SEAL			
1. Chapel Street 32,000 sq/ft		23,987.79	23,987.79T
2. W. Pleasant Street 15,000 sq/ft		9,790.00	9,790.00T
3. Perry Street 26,000 sq/ft		21,125.00	21,125.00T
1-SHOT CHIP SEAL			
1. McGill Street 6,500 sq/ft		2,250.00	2,250.00T
2. Angier Street 10,500 sq/ft		4,520.00	4,520.00T
USE TAX ON MATERIALS TOTALING \$24,905		2,042.21	2,042.21T
THANK YOU FOR THE WORK			
		Sales Tax (0.0%)	\$0.00
		Total	\$63,715.00