



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, MAY 10, 2021 6:00 P.M., CITY HALL

DUE TO THE COVID-19 PANDEMIC AND THE GOVERNOR'S PHASE III RESTRICTONS OF 50% CAPACITY; THE PUBLIC CAN ATTEND IN PERSON, CALL-IN OR LOG-IN TO ZOOM TO PARTICIPATE IN THE CITY COUNCIL MEETING. PLEASE CALL-IN OR LOGIN 5 MINUTES PRIOR TO MEETING.

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

AGENDA

CALL TO ORDER

ROLL CALL

ANNOUNCEMENTS

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of April 26, 2021 Regular Council Meeting
2. Payroll and Claims Packet Dated May 10, 2021
3. Ratify language change in Express Employment Professionals Staffing Agreement

BUSINESS ITEMS

1. Approval of Draft RFP for Riverside Center
2. Standard Pallet Agreement for brush grinding at the Mulching Center

PROGRESS REPORTS

- Fire Department Update

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 APRIL 26, 2021 AT CASHMERE CITY HALL – In Person and Digital

OPENING

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

Due to the Governor’s Phase III restrictions, council meetings can be held in person at 50% capacity, wearing masks and meeting the distancing requirements. Attendees will have the option to meet in person, by phone or digital conference.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jim Fletcher	
Council:	Daniel Scott Chris Carlson - digital Dave Erickson Jayne Stephenson - digital Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer Steve Croci, Director of Operations	Chuck Zimmerman, City Attorney
Public:	Bill Forhan, Cashmere Valley Record - digital Jeff Wilkens, Executive Director of CDTC - digital Chad Daggett, Executive Assistant of CDTC - digital	

PROCLAMATIONS

Mayor Fletcher proclaimed April 30, 2021 as Arbor Day.

ANNOUNCEMENTS

No announcements.

APPROVAL OF AGENDA

MOVED by Councilor Carlson and seconded by Councilor Erickson to approve the agenda as submitted. Motion carried 5-0.

CONSENT AGENDA

Minutes of April 12, 2021 Regular Council Meeting

Payroll and Claims Packet Dated April 26, 2021

Claims Direct Pay and Check #41123 through #41142 totaling \$77,592.21

MOVED by Councilor Carlson and seconded by Councilor Stephenson to approve the items on the Consent Agenda. Motion carried 5-0.

EXECUTIVE DIRECTOR JEFF WILKENS - FIRST AMENDMENT TO CHELAN-DOUGLAS TRANSPORTATION COUNCIL INTERLOCAL GOVERNANCE AGREEMENT

Executive Director Jeff Wilkens explained that two years ago the State adopted legislation that required Regional Transportation Planning Organizations (RTPO) to offer the tribes that have lands within the planning area an opportunity for voting membership in the RTPO. An invitation was extended to the tribes and they expressed interest in becoming a voting member of the Transportation Council. The tribes will be eligible for project funding and they will only have one vote at the table. According to state law the tribes must be invited as members to the Transportation Council or state funding will be lost.

MOVED by Councilor Erickson and seconded by Councilor Stephenson to approve the First Amendment to CDTC Interlocal Governance Agreement and authorize the Mayor to sign. Motion carried 3-2 with Councilors Scott and Pratt voting no.

SELECTION OF CONTRACTOR FOR THE 2020 PAVEMENT SEAL COAT PROJECT

The City requested bids using MRSC Small Works Roster to clean, crack fill, seal coat and stripe parking lots and access roads at the Cemetery, Wastewater Treatment Plant, Library, Public Works Building, and City Hall. The City received three bids. The bids ranged from \$23,495.69 to \$31,407.00. Moe Asphalt Repair and Seal Coating Inc. was the low bidder.

MOVED by Councilor Scott and seconded by Councilor Carlson to select Moe Asphalt Repair and Seal Coating Inc. for the 2021 Pavement Seal Coat project and authorize the Mayor to sign the documents. Motion carried 5-0.

SELECTION OF CONTRACTOR FOR THE SULLIVAN STREET WATER AND SEWER REPLACEMENT PROJECT

The City advertised for bids for the Sullivan Street Water and Sewer Replacement project. The City received four bids ranging from \$548,264.42 to 722,840.23. Selland Construction was the low bidder.

MOVED by Councilor Pratt and seconded by Councilor Scott to select Selland Construction for the Sullivan Street Water and Sewer Replacement project and authorize the Mayor to sign the documents. Motion carried 5-0.

EXPRESS EMPLOYMENT PROFESSIONALS STAFFING AGREEMENT

The City would like to use Express Employment professionals again this year to get two temporary laborers to assist the Public Works Department with projects. The workers will assist with replacing streetlight wiring on various streets, repairing sidewalks, cutting down trees and brush on the levees, and remodeling the bathroom at the Cemetery. The temporary positions will be six months or less (May- October).

MOVED by Councilor Erickson and seconded by Councilor Pratt to approve the Express Employment Professionals Staffing Agreement and authorize the Mayor to sign. Motion carried 5-0.

PROGRESS REPORTS

The Mayor reported City Pool pump is down and will be replaced soon. Still don't have a manager or lifeguards for the pool.

The Mayor is working on an RFP for Riverside Center and he will be speaking to the Library about the Center as an option for the Library.

The BVF property is being surveyed and a utility easement designated. Both adjacent property owners are interested in the BVF property.

Director Croci announced that Founders Days will be held this year. There will be events on Friday night as well as events and a parade on Saturday. He is working with the Chamber to meet the Governor's COVID requirements.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:37 p.m.

James Fletcher, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

Staff Summary

Date: May 6, 2021
To: City Council
From: Steve Croci, Director of Operations
RE: Express Employment Professionals Agreement revision

On April 26th Council approved the service agreement with Express Employment Professional with item 13 being eliminated. Express Employment Professionals was not comfortable eliminating item 13 and offered a revision to the wording (see attached agreement). The City can control this potential transfer fee.



Staffing Agreement

Office: 2814 Location: Wenatchee, WA

At Express Services, Inc. (Express) dba Express Employment Professionals (referred to as "Express," "Us," "We," or "Our"), we make it easy for you to do business with Us. The first step to establishing a successful staffing relationship is to ensure a clear understanding of each party's responsibilities. We appreciate your business and look forward to the opportunity to support you with outstanding professional employment services in consideration of your agreement to the following terms and conditions:

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. We recruit and assign associates to you to perform only the job duties you specify. You agree not to change the specified duties or the assigned workplace of the associate.
2. Express complies with all federal, state, and local employment laws and regulations, as applicable. You agree to provide Our associates with a safe, suitable workplace and equipment, provide all legally-mandated meal and rest breaks, and to comply with all applicable federal, state, and local employment laws including appropriate workplace-specific safety and health training that adequately addresses potential hazards at your worksite.
3. You agree to safeguard and protect any private information regarding Express employees to which you gain access, including biometric information, and agree to abide by any applicable laws addressing the collection, use, storage, or protection of private and/or biometric information. You also agree to defend, indemnify, and hold Express harmless from any loss, cost, claim, or damage, including costs and attorney fees, (collectively "Loss" or "Losses") resulting from your failure to abide by the laws addressing the collection, use, storage, or protection of private and/or biometric information and/or unauthorized uses of said information and hold Express harmless from any Loss resulting from your non-compliance with all current and future applicable federal, state, and local laws and regulations including, but without limitation, sick leave, vacation, wage and hour, and meal and rest breaks. Express pays associates promptly, based on information approved by you. You agree to pay the charges and any applicable sales tax based on the timecard or other mutually acceptable recording method by the invoice due date.
4. The bill rates charged by Express are specific to office location and may vary from Express office to Express office and are subject to change based upon federal, state or local laws that provide benefits to our associates or upon prior notice. A service charge of 1.5% per month (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s).
5. We provide insurance policies to cover Express for Workers' Compensation, and Employers Liability Parts A & B claims by Express associates against Express in an amount not less than \$1,000,000 per occurrence and provide Commercial General Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than \$1,000,000 per occurrence.
6. You agree that you will not request or allow Our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings, or provide management consulting or financial advice, nor will Our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates.
7. If Our associates have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, confidential information, trade secrets, or other valuable property, then you agree to defend, indemnify, and hold Us harmless from any resulting Loss.
8. Express will only provide associates for positions operating a motor vehicle, forklift, or other motorized mobile equipment if notified in writing prior to an assignment. We must know in advance, so We can assign associates who are qualified to meet your specifications. During an assignment, if Our associate operates a motor vehicle, forklift, or any other motorized mobile equipment, you agree to maintain liability insurance for any such motorized equipment and to defend, indemnify, and hold Us harmless for bodily injury, property damage, fire, theft, collision, public liability claims, or other Loss, regardless of fault.
9. You will supervise, direct, and control the work performed by Express associates, and assume responsibility for all work product and operational results, including personal injury to a third party or your agents or employees, losses or damage to property or data in the care, custody, or control of an Express associate. You agree to defend, indemnify, and hold Us harmless from any Loss, including costs and attorney fees, (collectively "Loss" or "Losses") that may be caused by breach of this Agreement and/or by your negligence or misconduct, and agree on behalf of your insurer(s) to waive all rights of recovery (subrogation) against Us.
10. In addition to Our duties and responsibilities set forth herein, Express, as the common-law employer, has the right to physically inspect the worksite and work processes; to review and address, unilaterally or in coordination with you, the associates' work performance issues; and to enforce Our employment policies relating to associates' conduct at the worksite.
11. We offer an evaluation hire program designed to provide you with associates on a trial basis prior to converting them to your payroll. To take advantage of Our evaluation hire program, you agree to negotiate a pre-determined trial period or fee prior to an associate's assignment to you.
12. Express will, at your written request, conduct criminal history checks based on your targeted screening criteria, motor vehicle record checks, and drug screens as permitted by federal, state, and local laws and regulations. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.
13. If you have an Express associate on an assignment and determine you would like to hire the associate onto your payroll, you may do so by paying a transfer fee, provided all invoices are current. The associate is on Express' payroll for the first 520 hours (straight time). If you choose to hire prior to 520 hours being completed, the following prorated fee schedule will apply:

$$\text{Total fee (gross margin per hour} \times 520 \text{ hours) minus total paid (gross margin per hour} \times \text{hours worked)} = \text{Buyout amount. No buyout necessary after working 520 hours.}$$

14. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by Us in writing.

Thank you for your business. We look forward to a mutually beneficial relationship.

Company: CITY OF CASHMERE Date: 05/03/2021

Agent's Name (please print): JAMES FLETCHER Title: Mayor

Agent's Signature: James Fletcher

Staff Summary

Date: May 6, 2021

To: City Council

From: Jim Fletcher, Mayor

RE: DRAFT Riverside Center Request for Proposals to Manage Riverside Center

The Request for Proposals process will enable the city to identify qualified parties to manage the event center. Contracting now will enable the manager to start scheduling future events as we transition out of COVID virus restrictions.

Reopening the center will provide for marketing, reservations, operations and maintenance of the event hall and rental revenue for maintaining the building until such time as the Council determines alternatives for long term sustainable uses of the facility.

Staff Recommendation: Approve the RFP for management of Riverside Center.

**CITY OF CASHMERE REQUEST FOR PROPOSALS:
CASHMERE RIVERSIDE CENTER**

I. INTRODUCTION

The City of Cashmere ("City") is requesting responses to this Request for Proposals ("RFP") from companies and individuals interested in operating the Cashmere Riverside Center, pursuant to the terms of the Cashmere Riverside Center Lease Agreement attached as Exhibit "1" to this RFP.

Respondents should review the Lease Agreement in detail. The Lease Agreement authorizes the successful Applicant to occupy the Cashmere Riverside Center, pursuant to the terms of the Lease Agreement, from the negotiated initial occupancy date (anticipated to be August 1, 2021 through December 31, 2024).

II. RFP SCHEDULE

<u>Event</u>	<u>Time Frame</u>
Publish Notice of RFP	May 2021
Deadline for Proposal Submittals	June 25, 2021
Committee Evaluation/Interview of Applicants	July 21, 2021
City Council Decision on Lease Agreement	July 26, 2021
Commencement Date of Lease Agreement	August 1, 2021

III. PROPOSALS

Three (3) copies of the written Proposal shall be mailed or delivered to the City of Cashmere or emailed in PDF format to kay@cityofcashmere.org:

Attention: City Clerk/Treasurer
101 Woodring Street
Cashmere, WA 98815

on or before 5:00 p.m. on the date in the RFP Schedule identified as the deadline for Proposal submittals.

Proposals will be sealed until after the deadline. All Proposals are public records, subject to disclosure pursuant to Chapter 42.56 RCW., the Washington State Public Records Act.

The Proposals shall include a statement that the Proponent accepts all of the terms and conditions of the Cashmere Riverside Center Lease Agreement, Exhibit "1" to this RFP and that the Proponent will sign the Lease Agreement containing those terms and conditions and will

execute the Personal Guarantee **OR** identify modifications the Applicant desires to make to the identified documents.

Proposals shall be marked with the words "RFP: CASHMERE RIVERSIDE CENTER" and marked so as to indicate, without being opened, the name, address, and phone number of the Applicant.

The City may interview some or all of the Applicants as determined by the City. The City reserves the right to reject any and all Proposals received as a result of this RFP. The City reserves the right to consider Proposals for modification at any time prior to determination being made on the selection of the successful Applicant, and to negotiate additional terms and conditions with Applicants.

IV. APPLICANT FINANCIAL STABILITY

Applicants shall provide adequate information in the written Response to the RFP to enable the City Committee and the Council to determine whether the Applicant is financially capable of complying with the terms of the Cashmere Riverside Center Lease Agreement. Items Applicants may consider providing to the City in response to the RFP could include all or any of the following:

- Redacted IRS Income Tax Returns, including Schedules
- Financial Statements prepared by a Certified Public Accountant
- A letter of credit provided by a banking institution
- Financial documents relating to other business operations in which the Proponent has a controlling interest

V. CITY EVALUATIONS OF PROPOSALS

Proposals will be reviewed by a City Committee which may be composed of City staff, City consultant(s), the Mayor, and one or two members of the City Council. The City Committee will review proposals based on the following:

- Experience
- Financial qualifications
- Written information submitted by Applicant
- Other qualifications identified by the Applicant
 - Marketing Center, Business Policies, Maintenance, Added Value/Services
- Personal interview of the Applicant

VI. QUESTIONS

Questions concerning the RFP process should be presented in writing and provided to the City Clerk/Treasurer at the address identified above herein.

**Cashmere Riverside Center
Lease Agreement**

THIS LEASE AGREEMENT ("Agreement") is made effective the _____ (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; 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 three-plus year term and shall be effective from August 1, 2021 through midnight on December 31, 2024. The Parties agree to meet in May of 2024 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 5th day of the month if unpaid and a \$100 late fee will be assessed for each late payment.

Beginning on August 1, 2021, the monthly rent payment shall be \$2,600; and Beginning on January 1, 2022, the monthly rent payment shall be \$2,600; and Beginning on January 1, 2023, the monthly rent payment shall be \$2,650; and Beginning on January 1, 2024, the monthly rent payment shall be \$2,700.

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) Government 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, 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.
 - 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 2024, Lessee is authorized to book reservations for the use of the Center for events that occur between January 1, 2025 and December 31, 2025. 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 2024. 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 2024 charges to similar users, shall be provided to the City on or before December 31, 2024, 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 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 _____ 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 _____ day of August 2021.

By: _____
(Lessee Name)

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 she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC

(Print Name)
Commission Expires: _____

APPROVED BY THE CITY COUNCIL OF THE CITY OF CASHMERE, Washington at an Open Public Meeting the _____ day of August 2021.

By: _____
James Fletcher, Mayor

State of Washington)
)ss
County of Chelan)

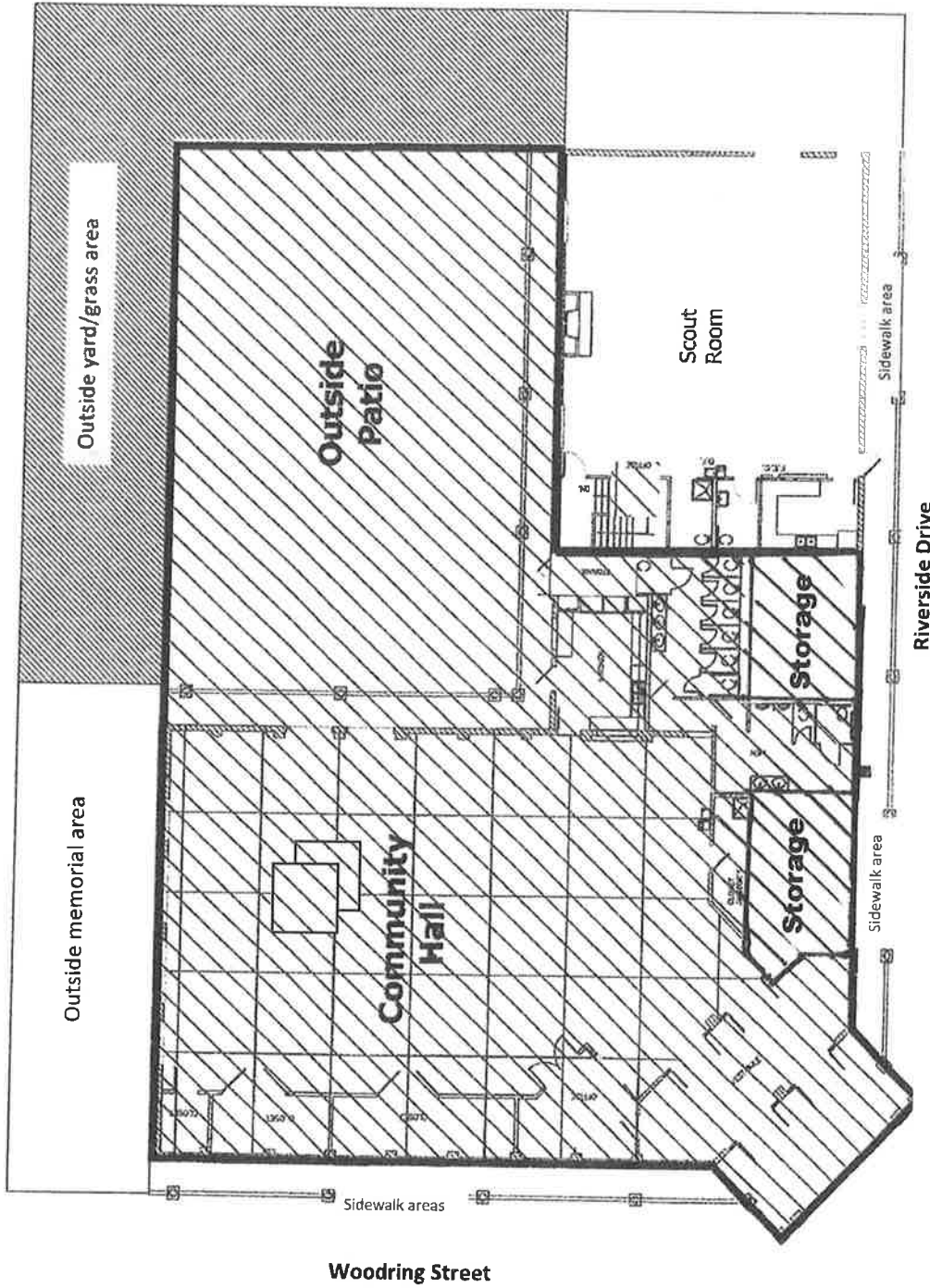
I certify that I know or have satisfactory evidence that JAMES FLETCHER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Cashmere, Washington,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



- Interior Areas of Riverside Center are part of leased Premises.
 Main Hall 47' x 73' ~ 3,400 sq/ft
 Kitchen 12' x 17' 200 sq/ft
- 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.

**CITY OF CASHMERE
RIVERSIDE CENTER INVENTORY**

Item	Qty	Condition
Tables (72" X 30")	33	Average
Table Caddy (rectangle)	3	Average
60" Round Tables	18	Average
3 folding + 1 smaller round table	4	Average
Table Caddy (round)	2	Good
Folding chairs	250	Average
Chair Caddies	7	Average
Glass Bistro Tables	3	Average - glass is chipped
Stage (16' X 12') 6 sections	1	Average/worn - in outside storage
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	Good
Samsung Stainless Steel dishwasher	1	Good
Frigidaire Stainless Steel Range	1	Top scratched
GE Microwave	1	Good
Metal storage shelf unit in janitor closet	1	Good
Metal storage shelves in outside back storage	2	Good
Window blinds, black opaque	6	Average
Wooden blinds in office	3	Good
Wooden hangers	36	Good
Wrought Iron Benches	4	Good
Wooden Bar	1	Good
Sound System	1	Good
Wireless Mic Mixer	1	Good
Wifi Router/modem	1	Inside storage closet
LCD Projector	1	Good
Trees with Lights	4	Good

Staff Summary

Date: May 6, 2021
To: City Council
From: Steve Croci, Director of Operations
RE: Standard Pallet Agreement

Wood waste from City operations and yard waste collections is stored at the mulching center off Hinman Road. Standard Pallet has the only bucket grinder in the area capable of grinding tree trunks up to 40 inches in diameter. Grinding did not happen last year. The work is estimated to take one day. The work would not exceed \$10,000, the amount budgeted.

Staff Recommendation:

MOVE to approve the agreement with Standard Pallet Company and allow the Mayor to sign documents.



5604 Nature Shores Drive, Rock Island, WA 98850 Phone (509) 886-7881 Fax (509) 886-7882

AGREEMENT

An agreement made between the City of Cashmere, Washington, herein "ENTITY" and Standard Pallet Co., herein "CONTRACTOR".

THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT: ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

CONTRACTOR will grind material from a loose pile of woody wastes (limbs, tree and brush trimmings, grass clippings, etc.) on location at ENTITY's Hagman Road City Mulch Center Site.

CONTRACTOR will charge a grinding fee not to exceed \$8,500 per DAY. Any exceptions would fall under the Iron Clause, and a mobilization fee of \$600.

CONTRACTOR agrees to provide all materials and services for the project in accordance with the specifications listed above.

ENTITY is responsible for waste disposal.

2. IRON CLAUSE: ENTITY has used a "best efforts and reasonable care" approach to eliminate heavy iron from the material to be chipped. CONTRACTOR will use a backup "best efforts and reasonable care" approach to identify and remove heavy iron prior to feeding it to the RotoChopper. Should heavy iron be fed into the RotoChopper, CONTRACTOR will immediately stop the operation to determine if a continuing problem exists and, if so will contact ENTITY's representative to explain the conditions before resuming operations.

CONTRACTOR will inspect grinder teeth and screens prior to grinding and post grinding. As an example, nails, pallet straps, banding do not qualify as heavy iron. Heavy iron would include but not limited to; rebar, engine blocks, post digging bars, iron plate, concrete and large rocks. In the event of any damage from heavy iron, CONTRACTOR will immediately stop the operations and assess the damages to the teeth and screen. ENTITY may, at its option, review any damage assessments and then choose to either discontinue or continue the CONTRACTOR's operations.

Charges assessed for damages described in this section will be:


RotoChopper factory pricing plus freight charges – Invoices will be supplied to the Entity – plus labor.

Contractor shop rate is \$150.00/hr.

3. COMPENSATION: ENTITY agrees to pay CONTRACTOR as compensation the amount not to exceed \$10,000.00 plus applicable sales tax. This amount may be increased by written approval in advance by the ENTITY.
4. INDEPENDENT CONTRACTOR: The parties agree that CONTRACTOR is the independent contractor of the ENTITY and in no way an employee or agent of the ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this agreement by the CONTRACTOR or its employees, except to specify the time and place of performance and as provided for in section 2. IRON CLAUSE. ENTITY shall have no responsibility for security or protection of CONTRACTOR's supplies.
5. WARRANTY: CONTRACTOR warrants that all material and goods supplied under this agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.
6. INDEMNIFICATION: CONTRACTOR agrees to indemnify and hold ENTITY harmless from any liability, claims or damages arising out of, or in any way connected with the CONTRACTOR's performance of the work described in section 1 of this agreement.

Representative

Date



Jim Brock, Standard Pallet Co.



Date