

RESOLUTION NO. 2945

RESOLUTION AUTHORIZING CITY ATTORNEY TO AUTHOR AND SEND LETTER
NOTIFYING LANDLORD THAT CITY IS EXERCISING ITS FIRST RENEWAL TERM
ON LEASE OF POLICE STATION BUILDING

WHEREAS, the City desires to exercise the first renewal term – for the year of 2023 – on the “Lease Agreement” between the City as tenant and Ronimo, LLC, as landlord for the police station building;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the City Attorney (or his designee) is hereby authorized to author and send a letter notifying the landlord that the City is exercising its first renewal term on the lease of the police station building.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 27th day of September, 2022.

Sherry Raymond
Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski
Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Rob Case
Rob Case, City Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this day of 1st day of June, 2017 by and between Ronimo, LLC, hereinafter referred to as "LESSOR" and the City of Selah, hereinafter referred to as "LESSEE".

This Lease Agreement is intended to terminate and replace the prior Lease Agreement concerning the premises entered on December 12, 2006 by and between Lynn and Linda Dosch, husband and wife, and the City of Selah.

WITNESSETH:

For and consideration of the terms and conditions hereof and the rent to be paid as hereinafter provided, the Lessor does hereby lease, let and demise unto the Lessee the property and premises located at 617 S. First Street, Selah, Yakima County, Washington ("the premises") for a period of five and one-half years (5.5) commencing on June 1, 2017 and ending on December 31, 2022.

The lease term and other terms and conditions of this Lease may be extended for two separate one-year periods covering years (January 1, 2022 through December 31, 2022 and January 1, 2023 through December 31, 2023) as provided below at paragraph 1(D).

1. **RENT AND OTHER PAYMENTS:** Lessee covenants and agrees to pay Lessor as rent for said premises the following amounts:

- A. Commencing on June 1, 2017 the sum of five thousand dollars (\$5000.00) per month.
- B. Real property taxes for the premises as they become due and payable.
- C. Any necessary maintenance to the premises during the duration of the lease.
- D. Term. As indicated above, the lease term is for a period of five and one-half years (5.5)

from June 1, 2017 through December 31, 2022. The term may be extended for two separate one-year periods covering years (January 1, 2022 through December 31, 2022 and January 1, 2023 through December 31, 2023). If Lessee wishes to exercise a one-year extension, Lessee shall provide notice of its intent to do so to the Lessor on or before October 1 of the last year of the then current lease term.

2. **WATER AND UTILITIES:** Lessee will pay for all irrigation expenses, all irrigation and drainage assessments assessed against the lease premises; water charges and assessments associated with the leased premises, and electrical and other utility charges associated with the leased premises during the term hereof.

3. **CONDITION OF PREMISES:** Prior to Lessee taking possession of premises, Lessor shall remove all furnishings from the premises; provided, however, that kitchen appliances (refrigerator, microwave, gas range, and dishwasher) shall remain on the premises. The Lessee agrees to, upon the expiration of this lease, to leave the premises in as good a condition as the same are in now, reasonable wear and tear and use excepted. Tenant improvements shall be made with the consent of the Lessor. Lessor's consent shall not be withheld if the tenant improvements are reasonable and necessary for the Lessee's use of the premises. Any tenant improvements will become the property of the Lessor and shall remain with the premises upon the expiration of this lease, unless otherwise agreed upon in writing.

4. **INSURANCE/DAMAGE TO PREMISES:** The Lessor shall be responsible for maintaining insurance on the premises. The Lessor, however, is not responsible for maintaining insurance for any items and contents placed on the premises by the Lessee; Lessee shall be responsible for insuring such items. In the event the structure on the premises is damaged or destroyed, Lessor shall apply any insurance proceeds toward the repair, renovation or reconstruction of the structure so that Lessee may continue to enjoy the benefit of this lease agreement. Such repair, renovation, or reconstruction shall be commenced within a reasonable time period. Lessee may, at its option, terminate the lease in the event of damage or destruction to the premises which causes it to be unsuitable for the Lessee's use or in the event that the repair, renovation, or reconstruction is not conducted within a reasonable time period.
5. **LIENS:** Lessee agrees not to allow or permit any liens to attach to the Lessor's interest in said premises. Lessee further agrees to hold the Lessor harmless from any and all claims for damages to property or injury to person upon the leased premises and to indemnify the Lessor from all expense, including attorney's fees, in the defense of any such third-party claim.
6. **WEED/PEST CONTROL:** The Lessee at its own cost and expense shall keep said premises free from noxious weeds, and insect pests.
7. **ASSIGNMENT AND SUB-LEASE:** This lease is personal to the Lessee and shall not be transferred nor shall the premises be sub-let to any person, firm or corporation without written consent of the Lessor being first obtained.
8. **RIGHT OF FIRST REFUSAL:** In the event the Lessor shall receive a bonafide offer to purchase the premises which are the subject of this lease and the offer of purchase shall be satisfactory to the Lessor, the Lessor shall give the Lessee the right to purchase the premises at the price and on the terms of the offer so made. This right to purchase is to be exercised by notice to Lessee to accept the offer in writing on the same terms and conditions of the bonafide offer within a period of fourteen (14) days after mailing of the notice. The acceptance shall be in writing and notice thereof shall be given to Lessor. Failure of the Lessee to meet the terms of the bonafide offer and to agree to the purchase on the same terms and conditions shall nullify and void the right to the Lessee and the Lessor shall be at liberty to sell the premises to any other person, firm or corporation.
9. **HEIRS, PERSONAL REPRESENTATIVES AND ASSIGN:** This agreement shall be binding upon and shall inure to the benefit of the legal representatives, heirs, and assigns of the parties hereto.
10. **ATTORNEY'S FEES:** In any suit arising out of the enforcement of this agreement, the prevailing party shall recover reasonable attorney's fees in addition to any costs allowed by law.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate the day and year first above written.

RONIMO, LLC

CITY OF SELAH

Frances M. Harris

By: Francis Harris
Its: Member

Brian Harris

By: Brian Harris
Its: Member

Sherry Raymond

By: Sherry Raymond
Its: Mayor

Dale Novobielki

Attest: Dale Novobielki
Its: Clerk/Treasurer

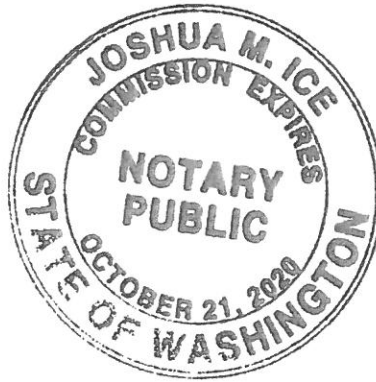
STATE OF WASHINGTON)
) ss
COUNTY OF YAKIMA)

On this day before me personally appeared FRANCES HARRIS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as a member of Ronimo, LLC for the purposes intent of the instrument.

WITNESS my hand and official seal.

Joshua M. Ice


Signature
Notary Public in and for the State of Washington
Residing at: Selah, WA
My Commission Expires: Oct. 21, 2020

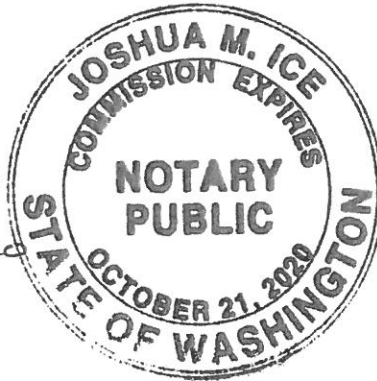


STATE OF WASHINGTON)
) ss
COUNTY OF YAKIMA)

On this day before me personally appeared BRIAN HARRIS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as a member of Ronimo, LLC for the purposes and intent of the instrument.

WITNESS my hand and official seal.

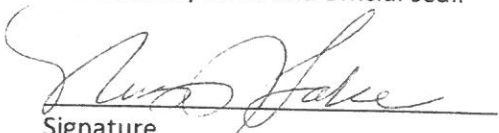

Signature
Notary Public in and for the State of Washington
Residing at: Selah, WA
My Commission Expires: Oct. 21, 2020



STATE OF WASHINGTON)
) ss
COUNTY OF YAKIMA)

On this day before me personally appeared SHERRY RAYMOND, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as the Mayor of the City of Selah, Washington and that she was duly provided with authority to do so for the purposes and intent of the instrument.

WITNESS my hand and official seal.


Signature
Notary Public in and for the State of Washington
Residing at: YAKIMA, WA
My Commission Expires: 9/15/17

