



City of Cashmere

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CASHMERE CITY COUNCIL MEETING
MONDAY, FEBRUARY 22, 2021 6:00 P.M., CITY HALL

DUE TO THE COVID-19 PANDEMIC AND THE GOVERNOR'S PHASE II RESTRICTITONS; THE PUBLIC IS REQUIRED TO CALL IN TO PARTICIPATE IN THE CITY COUNCIL MEETING. PLEASE CALL IN 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

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of February 22, 2021 Regular Council Meeting
2. Payroll and Claims Packet Dated March 8, 2021

BUSINESS ITEMS

1. Food Bank – River Street Storage Building Rental Agreement

PROGRESS REPORTS

ADJOURNMENT

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY FEBRUARY 22, 2021 AT CASHMERE CITY HALL – DIGITAL CONFERENCE

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 II restrictions, council meetings can be held in person at 25% capacity, wearing masks and meeting the distancing requirements. The Mayor, City Council and staff will meet in person and public has the option to join the meeting by phone or digital conference.

ATTENDANCE

Present

Not Present

Mayor: Jim Fletcher

Council: Daniel Scott - phone
Chris Carlson - digital
Dave Erickson
Jayne Stephenson
Derrick Pratt

Staff: Kay Jones, Clerk-Treasurer
Steve Croci, Director of Operations

Chuck Zimmerman, City Attorney

Planning Commission:

Christina Wollman, City Planner with Perteet
Kirk Esmond, Chairman
Charlie Cruickshank
Paul Kinser

Public: Kirk Beckendorf, Cashmere Valley Record - digital
Peter Singleton, Cashmere Community Concerts
Heidi Monroe – resident
Jake Monroe – resident
Bill Donald - resident

ANNOUNCEMENTS

No announcements.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of February 8, 2021 Regular Council Meeting by Digital Conference
Payroll and Claims Packet Dated February 22, 2021

Claims Direct Pay and Check #41018 through #41040 totaling \$104,537.78

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

JOINT CITY COUNCIL AND PLANNING COMMISSION MEETING

Director Croci explained to the Council that the Planning Commission was assigned an extensive list of topics to work on, however the Commission spent the majority of their time on Accessory Dwelling Units (ADU's) and Short-Term Rentals (STR's). Both items have been through the Public Hearing process and the 60-day State agency review.

Planning Commission Chairperson, Kirk Esmond explained some of the issues the Commission Members discussed regarding ADU's. The Commission amended the definition for an ADU and amended the Use Chart to a permitted use, eliminating the Conditional Use Permit (CUP) requirement. The Commission is in favor of allowing ADU's in all residential zones with an Administrative Review process and setting minimum criteria. Some of the minimum criteria discussed includes; ADU's shall not exceed 900 square feet and contain no more than two bedrooms, owners must reside in the primary residence, with separate utility connections when feasible, two additional off-street parking spaces required and ADU's cannot be rented for less than 30 days.

Planning Commission Chairperson, Kirk Esmond explained that STR's are not defined in the CMC, so the Commission defined STR's as a residential dwelling unit or portion thereof, that is rented to overnight guests for fewer than 30 consecutive days. They added STR's to the Use Chart and permitted them in the Downtown Business, Commercial and Industrial zones. The Commission is discussing whether to allow STR's in residential zones. Some members are of the opinion that STR's are a business and should not be allowed in residential zones. Others are of the opinion that that are already in the residential zones illegally so they should be addressed and regulated.

Updating the Shoreline Master Plan was also on the work list and Director Croci reported that the Shoreline Master Plan update was moving forward. The update will address the new State laws and statutory changes.

Another topic on the Planning Commission's work list was updating the Park Plan, which the Planning Commission will start working on next.

TERMINATION OF CASHMERE RIVERSIDE CENTER LEASE AGREEMENT

Due to COVID-19 restrictions regarding large crowd gatherings, the Riverside Center has been closed for one year. The current Riverside Lease Agreement is with Teri Weedman and the term is January 1, 2018 through December 31, 2022. Teri requested that the City Council terminate her lease due to the inability to operate the Center for the past year and the ongoing COVID-19 restrictions. With the continuing restrictions it makes it difficult to operate the Center and make future reservations when future restrictions are unknown.

The proposed Termination Agreement has an effective date of February 28, 2021 and requires Teri to cancel all reservations and refund all deposits.

MOVED by Councilor Erickson and seconded by Councilor Pratt to approve the Termination of Cashmere Riverside Center Lease Agreement. Motion carried 5-0.

INTERLOCAL AGREEMENT FOR SUNSET HIGHWAY IMPROVEMENTS - SEPA LEAD AGENCY AGREEMENT

The County and City jointly signed the Interlocal Agreement for Sunset Highway Improvements and appointed the County to complete and obtain all required environmental documents and permitting for this project. The purpose of this SEPA Agreement is to assign the County lead agency responsibilities under the State Environmental Policy Act

MOVED by Councilor Pratt and seconded by Councilor Stephenson to approve the Interlocal Agreement for Sunset Highway Improvements SEPA Lead Agency Agreement. Motion carried 5-0.

PROGRESS REPORTS

Mayor Fletcher reported that the River Street Storage Building Rental Agreement with the Cashmere Food Bank will be presented to the Food Bank's Board for approval. If the Board approves the agreement it will be on the next council agenda for City approval.

Director Steve Croci reported on the following projects:

- City Pool Repair project – gone out to bid
- SCADA upgrades – RH2 is developing a scope of services
- Sullivan project – making changes to specifications
- Safe Routes to School project – working on drainage concerns
- Levee Maintenance – finishing State permits
- Shoreline Master Plan – out for comment, joint meeting with DOE in March
- Generator Grant application – submitted
- Boat Launch – started talks about how to re-establish river channel
- Trails Plan – meeting next week, bridge at WWTP lagoons

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 7:06 p.m.

James Fletcher, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

RIVER STREET STORAGE BUILDING RENTAL AGREEMENT

The City of Cashmere, a municipal corporation of the state of Washington (hereinafter "City") and Cashmere Food Bank, a Washington non-profit corporation (hereinafter "Renter"), agree as follows:

1. City is the owner of that certain real property located in the City of Cashmere, in Chelan County, Washington, known as Chelan County Assessor's Parcel No. 23-19-04-220-500, commonly known as 316 River Street (hereinafter the "Property").
2. A portion of the Property contains a building that is commonly known as the River Street Storage Building. Bay #3 and Bay #4 of the River Street Storage Building as depicted and identified in Exhibit "A" to this Rental Agreement (hereinafter the "Rented Property") is hereby rented by the City to the Renter for a term of Five years beginning on the Effective Date of this Rental Agreement. After which the Renter will have the option to renew for an additional Five years. Renewal option is automatic unless Renter gives prior written notice that they do not intend to renew.
3. Renter shall not be required to pay rent to the City in recognition of the public benefit received by residents of the City as a result of Renter providing food to the poor and infirm.

City agrees to pay utilities (electric, water and sewer) associated with the Rental Property and the Renter shall be responsible for all garbage and recycling associated with the storage and distribution of food.

Renter agrees to reimburse City for a portion of the monthly electric utility bill associated with the Property in the amount of \$100 per month payable on or before the first day of each month. If this reimbursement is not timely made, the City may impose a \$10 per month late fee charge. The first electric utility reimbursement payment shall be due on the first day of the second month following the Effective Date of this Rental Agreement.

4. This Rental Agreement is subject to termination by either City or Renter with 6 months' prior written notice of intent to terminate.
5. The use of the Rented Property by Renter shall be for storage of food and equipment for the sole purpose of the distribution of food. All storage shall be entirely located within Bay #3 and Bay #4 of the Rented Property. This Rental Agreement may be terminated by City, with 30 days' notice, if use for food distribution ceases, or the Rented Property is used for anything other than food distribution. This Rental Agreement is not assignable.
6. Renter accepts the Rented Property "AS IS" and without any requirement for improvements or modifications to be made by City.
7. Any proposals to modify the Rented Property shall be presented in writing to the City for approval by the City Mayor, or their designee, and after approval shall be constructed according to building codes at the sole expense of Renter.

8. Upon termination of this Rental Agreement, Renter agrees to return the Rented Property to the condition it was in at the time of commencement of this Rental Agreement, unless the City approves in writing an alternative arrangement that may result in permission of the City for the Renter to leave certain improvements or modifications in place. Any such condition may accompany and be a requirement of the City approval for the Renter to make the improvements or modifications.
9. Any damage caused to the Rented Property by Renter or by Renter's employees, contractors, or volunteers, shall be repaired at the sole expense of Renter.
10. Renter agrees that during the term of this Rental Agreement, City shall not be responsible to maintain the interior of the Rented Property.
11. The restroom located on the Property is available only to the Food Bank staff and volunteers, not for public use.
12. Renter agrees to indemnify and hold the City harmless from and against any and all claims for injuries or damages incurred by Renter and its employees, contractors, invitees, and/or volunteers, unless such injuries or damages are caused by the actions of the City.
13. Renter agrees to maintain premises liability insurance insuring the Property with policy limits of at least One Million Dollars (\$1,000,000) per occurrence at all times while this Rental Agreement is in effect. Renter shall cause the City to be named as an additional insured on the aforementioned insurance and shall provide City with written proof of the same. Renter's insurance shall be purchased from insurance providers approved by City.
14. Notices required by this Rental Agreement to the City shall be hand-delivered to the City of Cashmere at City Hall or mailed to 101 Woodring Street, Cashmere, WA 98815, Attn: Mayor. Notices required by this Rental Agreement to Renter shall be hand-delivered or mailed to Cashmere Food Bank, P.O. Box 225, Cashmere, WA 98815, Attn: Board President. The Effective Date of this Rental Agreement shall be the date of approval of the Agreement by the City.

APPROVED by Cashmere Food Bank

APPROVED by the City of Cashmere

the ____ day of _____, 2021.

the ____ Day of _____, 2021.

By _____
CHELSEA EVANS, BOARD PRESIDENT

By _____
JAMES FLETCHER, MAYOR

EXHIBIT A
Rental Agreement
River Street Storage Building

