



CASHMERE CITY COUNCIL MEETING  
MONDAY, APRIL 8, 2024, 6:00 P.M., CITY HALL

**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 – FLAG SALUTE

ANNOUNCEMENTS

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of March 25, Regular Council Meeting
2. Payroll and Claims Packet Dated April 8, 2024

BUSINESS ITEMS

1. Building Use and Maintenance Agreement with NCW Libraries
2. Memorandum of Understanding for Library Improvement Project
3. Selection of contractor for the 2024 City-Wide Roadway Maintenance project
4. Discussion on recommended code revisions to Recreational Vehicles Park

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 MARCH 25, 2024, AT CASHMERE CITY HALL – In-Person and Digital

OPENING

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

The public can attend the council meeting in person, by phone, or by digital conference.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jim Fletcher	
Council:	Chris Carlson Shela Pistorosi Jayne Stephenson Jeff Johnson	John Perry
Staff:	Kay Jones, Clerk-Treasurer	Steve Croci, Director of Operations

ANNOUNCEMENTS

Mayor Fletcher informed the council of the Port District Summit and encouraged them to attend either the breakfast or the lunch.

EXCUSED ABSECES

MOVED by Councilor Stephenson and seconded by Carlson to excuse the absence of Councilor Perry. Motion carried 4-0.

PROCLAMATION

Mayor Fletcher proclaimed April 26<sup>th</sup>, 2024, as Arbor Day in Cashmere. The City of Cashmere has been a Tree City since 1989.

APPROVAL OF AGENDA

MOVED by Councilor Carlson and seconded by Johnson to approve the agenda as presented with the addition of item #6. Motion carried 4-0.

CONSENT AGENDA

Minutes of February 26, 2024, Regular Council Meeting

March 11, 2024 Council meeting canceled

Payroll and Claims Packet Dated March 11, 2024

Claims Direct Pay and Check #43279 and #43281 through #43301 totaling \$186,496.15

Payroll Direct Pay and Check #43274 through #43277 totaling \$78,824.32

Manual Check #43278 and #43280 not needing prior approval

Voided Check #43262 totaling \$58.48

Payroll and Claims Packet Dated March 25, 2024

Claims Direct Pay and Check #43302 through #43324 totaling \$215,417.32

Affirm the mayor's appointment of Steve Vradenburg as the city's representative to the Housing Authority Board of Commissioners.

MOVED by Councilor Carlson and seconded by Councilor Stephenson to approve the items on the Consent Agenda. Motion carried 4-0.

LINK CEO NICK COVEY – UPDATE ON LINK TRANSPORTATION

Nick Covey CEO of Link Transit spoke on the progress made towards reaching their goals, with additional services, fleet, and facilities. Mr. Covey stated they were the largest public transit service area in the state.

INTERAGENCY AGREEMENT FOR 2024-2025 CLIMATE PLANNING GRANT FROM DEPARTMENT OF COMMERCE

New goals of the Growth Management Act require that climate change and resiliency elements be incorporated into the city's next land use comprehensive plan, which is due to be updated by the end of 2026. Washington Department of Commerce is providing up to \$100,000 to incorporate these elements. For the 2024-2025 state budget biennium the city is requesting \$35,000 to address three of the seven deliverables; Initialize Project, Explore Climate Impacts and Comprehensive Plans and Policy Audit.

MOVED by Councilor Johnson and seconded by Councilor Pistoresi to approve the Interagency Agreement for 2024-2025 Climate Planning Grant from Department of Commerce. Motion carried with three voting in favor and Councilor Stephenson voting no.

CHANGE ORDER REQUEST FOR SCADA PROGRAMMING AT REMOTE SITES

The city has an Out-of-Scope Services Agreement with Woodard and Curran to provide SCADA Programming at remote sites. As the project progressed things were not as originally understood. The attached document describes the need for additional work and what has been, and will be, accomplished to complete the project. The estimated additional cost is not to exceed \$45,568. With the Change Order the total project cost is \$114,068.

MOVED by Councilor Stephenson and seconded by Councilor Carlson to approve the Change Order request for SCADA Programming at remote sites, not to exceed \$45,568 and authorize the mayor to sign. Motion carried 4-0.

EMERGENCY GENERATOR – REQUEST FOR INCREASE IN FUNDING TO COVER THE CHANGE IN PROJECT COSTS

The city in conjunction with Chelan County received a grant award for a mobile generator and the installation of quick electrical connections to the generator at five critical water facilities. The grant award was based on 2020 cost estimates, the year when a grant application was submitted. A recently updated engineer estimate indicates costs have substantially increased in the amount of \$118,601. The funding agency will consider providing additional funds if the city provides an updated commitment letter indicating the city is prepared to cover the additional Non-Federal cost share. The estimated additional cost share is \$14,825.13. With the additional share cost the total local match required is \$28,125.

MOVED by Councilor Carlson and seconded by Councilor Johnson to approve the request for an increase in funding to cover the change in projects costs for the Emergency Generator. Motion carried 4-0.

EXPRESS EMPLOYMENT STAFFING RATE AGREEMENT FOR GENERAL LABORER/TEMPORARY EMPLOYEES

One of the sand filters at the water treatment plant needs to be cleaned. Previously the city utilized an agreement with Express Employment Professionals to provide temporary laborers and the city would like to do that again. Approximately ten laborers are needed for approximately ten days at a rate of \$30.84 per hour. Supervision is provided by Woodard and Curran. The cost for this action is not to exceed \$12,336. Attached is an updated Express Employment Professionals agreement and rate sheet.

MOVED by Councilor Stephenson and seconded by Councilor Pistorresi to approve the Express employment Staffing Rate Agreement for general laborer for temporary employees. Motion carried 4-0.

DISCUSSION ON NCW LIBRARY IN RIVERSIDE CENTER

The mayor and city council discuss the library moving to the Riverside Center facility. The mayor informed the council that if an agreement was reached the library would pay the city \$4.00 a square foot annually, for the 5400 square foot of the facility. The per square foot price would increase \$.25 every three years. According to their policies the library only pays for interior square footage, so they will not pay anything for the courtyard they are wanting to use for their programs.

The library's other locations have the same contract with the same rate and increases. Their policy is to keep all contracts consistent.

The concern is that the larger facility and grounds will greatly increase the cost of maintenance for the library. The city's costs continue to increase annually; however, the library payment will only increase every three years. The cost of the new location is estimated to be \$15,000 to \$20,000 higher than the current facility and the janitorial fees are unknown at this point.

Mayor Fletcher reminded the council of the study NCW Libraries performed on all their contracted locations. The capital repairs and improvements listed for the Cashmere Library building was \$400,000 plus, which can be made over several years. The Cashmere Library will cost the city in capital improvements at the current location or in annual maintenance costs if relocated to Riverside Center.

The mayor advocated that the building was paid for by the taxpayers and should be used by the taxpayers. As a library the building would be used by the taxpayers daily.

If an agreement is approved, NCW Libraries expects to spend \$480,000 grant funds for architect and interior design and improvements, furniture, shelving, and technology upgrades for the Riverside Center facility.

REPORTS

Mayor Fletcher reported there are a couple of concrete slabs at the City Pool that have settled, creating a trip hazard. The Public works crew will be working on eliminating the trip hazard.

The mayor spoke to the council about removing most of the green and brown directional signs and posts around town.

City Council Minutes  
March 25, 2024

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 7:33 PM.

---

James Fletcher, Mayor

Attest:

---

Kay Jones, Clerk-Treasurer

# Staff Summary

**Date:** April 8, 2024

**To:** City Council

**From:** Jim Fletcher, Mayor

**RE:** Agreements with NCW Libraries for use of Riverside Center

---

NCW Libraries and City of Cashmere propose a partnership to use Riverside Center as a branch library. Attached are two agreements, first for building use and maintenance, second authorizing library improvements within Riverside Center.

**Background:**

The City of Cashmere constructed the existing library building in 1964. In 2020 the Library District's facility condition report recommended \$120,000 to correct deficiencies plus \$495,000 to renew facilities. NCW Libraries was successful in obtaining grant funds to make improvements in their 31 branch libraries, including \$487,000 for Cashmere facility improvements. In discussion with the District, the City proposed a move into Riverside Center instead of spending on a nearly 60 year old building

Riverside Center was constructed in 2002 to be a community center. City staff and third-party managers operated the center on a rental basis as city tax funding was not available to subsidize operating costs. The center is expensive and not affordable for smaller events, lacks catering kitchen or other revenue sources to subsidize its maintenance and operation.

A partnership with NCW Libraries for use of Riverside Center will benefit city residents by providing year-round free access and use of the facility. The District agrees to work with the City to seek and provide value to the community.

**Building Use and Maintenance Agreement:**

The attached agreement is standard and consistent for all of the 31 branch libraries in the five-county district. Term of use starts July 1, 2024, until December 31, 2029, with options to renew. Compensation for use is set at one rate for all branch libraries.

**MOU Library Improvement Project**

Identifies terms and conditions for NCW Libraries to make improvements within Riverside Center. Plans are being prepared and the city will have opportunity to review and approve any proposed structural changes.

---

## Proposed Annualized Budget

Insurance	\$9,500
Utilities	9,000
Janitor	6,000
Building & Grounds	4,000
Contingency	4,000
Total Est. Expenses	\$32,500
NCW Compensation (4,775 sf)	\$19,100
Cashmere cost	\$13,400

## Staff Recommendation

To achieve the goal of providing the highest and best use of Riverside Center such that the citizens of Cashmere can utilize the building, work collaboratively with NCW Libraries to cultivate partnerships, and provide value for the city and its residents.

Move to approve the building use and maintenance agreement with NCW Libraries for Riverside Center, authorizing the mayor to sign.

Move to approve the MOU for library improvement project with NCW Libraries for improvement provided by NCW Libraries at Riverside Center, authorizing the mayor to sign.

## **BUILDING USE AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, entered into as of the 8th day of April 2024 by and between North Central Washington Libraries, an intercounty rural library district (hereinafter referred to as "NCW Libraries") and City of Cashmere, Washington, a Washington municipal corporation (hereinafter referred to as the "Building Provider").

### **I. RECITALS**

WHEREAS, the community of Cashmere is located within NCW Libraries' service area on unincorporated land, is annexed into the district, or is under an active contract with the library district for service; and

WHEREAS, it is the desire of the Building Provider that library services be available in the community through a branch library facility ("Library Quarters"); and

WHEREAS, the Building Provider is the owner or lessee of certain real property in Cashmere and desires to make the property available to NCW Libraries for the purpose of providing library service within the jurisdiction; and

WHEREAS, the Building Provider is also willing to provide such janitorial services, maintenance, and repair to said property as will be reasonably necessary for its continuing operation as a branch library; and

WHEREAS, both parties agree that NCW Libraries is not responsible for paying rent or other charges for use of the property; and

WHEREAS, NCW Libraries recognizes that the use of the Library Quarters by county residents living outside the Building Provider's immediate jurisdiction may create additional janitorial expenses for the Building Provider; and

WHEREAS, NCW Libraries will agree to partially compensate the Building Provider for janitorial services rendered to the property; and

WHEREAS, the day-to-day management and operation of library services is the responsibility of NCW Libraries' Executive Director or their designee, and will be subject to the policies and procedures of NCW Libraries; and

WHEREAS, NCW Libraries will work collaboratively with the City of Cashmere to provide library service that provides a benefit to residents and responds to the needs, concerns, and opportunities of the community, as further specified in Addendum A;



NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

## II. AGREEMENT

- 1) Purpose. NCW Libraries (formerly North Central Regional Library District) was formed pursuant to Chapter 27.12 RCW, as an Intercounty Rural Library District in 1961 to serve Chelan, Douglas, Ferry, Grant, and Okanogan Counties. Beginning in 1982, incorporated cities and towns were given the opportunity to annex into NCW Libraries or contract with NCW Libraries for library services within their jurisdictions. The resulting "Building Use and Maintenance Agreements" ("Maintenance Agreement") outlined each party's role in the provision of library service to these jurisdictions. Under the Maintenance Agreement, NCW Libraries has maintained responsibility for providing staffing, materials, programming, and related items that make a space a "library." Likewise, the Building Provider has been responsible for providing NCW Libraries with use of a building, or space within a building, that is suitable for use as a branch library in the respective jurisdiction. This agreement outlines the respective responsibilities of each party and the terms for NCW Libraries partial reimbursement of Library Quarter expenses incurred by the Building Provider.
  
- 2) Designation and Use of Library Quarters. The Building Provider is the owner, lessee, or otherwise has legal authority to provide certain real property located at 201 Riverside Drive, Cashmere, WA ("Property"). The Building Provider shall provide, during the term of this Agreement, a building or space within a building at the Property suitable for use by NCW Libraries as a branch library ("Library Quarters"), and shall maintain such Library Quarters in good repair and maintenance for library purposes in compliance with NCW Libraries' Siting, Relocation, and Acquisition Guidelines (as existing or amended) for the type of building, and as specifically set forth in Exhibit B attached to this Agreement and incorporated herein as if set forth in full. Such use shall be provided in consideration for NCW Libraries' staffing and operating a branch library facility within the Library Quarters, and with the exception of payment by NCW Libraries as provided for in this Agreement, shall be available to NCW Libraries free of rent or other charges. The Building Provider acknowledges that NCW Libraries is not obligated to provide a building, space in a building, or utilities and maintenance for any building from which library services are provided except as in accordance with this Agreement.

- 3) Size of Library Quarters. As of the date of execution of this Agreement, the parties specify that the Library Quarters consist of 4,775 square feet as shown on Exhibit A Floor Plan. The parties may mutually agree, in writing, to a subsequent change, alteration, or modification of the size of the Library Quarters, which new resulting square footage shall be used as the basis for payment by NCW Libraries pursuant to Section 8 of this Agreement.
- 4) Maintenance and Operations.
- A. NCW Libraries will make a good faith effort to provide reasonable oversight and mitigation efforts to aid the Building Provider in fulfilling their obligations for maintenance and operation services as set forth herewith. NCW Libraries will provide security oversight in the regular course of operations and will provide timely report to the Building Provider of any concerns or ongoing issues.
- NCW Libraries staff will be responsible for any light daily cleaning and cleanup from library programs.
- B. NCW Libraries shall be responsible for all costs associated with providing the following maintenance and operations for the Library Quarters:
- I. Management, supervision, and hiring of all NCW Libraries personnel
  - II. Furniture, shelving, materials, equipment, technology, and other supplies necessary for the operation of a branch library
  - III. Exterior book drops
  - IV. Exterior signage
  - V. Any necessary modifications or changes to ensure security, including door hardware and camera systems
  - VI. Telephone and Internet service
- B. The Building Provider shall be responsible for all costs associated with providing the following maintenance and operations services for the Library Quarters:
- I. All designated parking areas, sidewalks, driveways, fences, and storm drains
  - II. Utility services and meters including natural gas, electricity, water, sewer, refuse collection, and recycling service where available
  - III. Fire detection including smoke and carbon monoxide detectors, fire extinguishers, and fire suppression systems where installed
  - IV. Landscaping, including but not limited to lawn care and all snow removal that ensures access to the Library Quarters

- V. Repairs and maintenance to the building envelope including but not limited to the roof, doors, windows, exterior cladding, and waterproofing
  - VI. All plumbing systems, including but not limited to interior drains, valves, faucets, water heaters, and flush meters
  - VII. Repairs and maintenance to the heating and cooling equipment
  - VIII. Janitorial and maintenance services to keep the Library Quarters in neat and clean condition as further defined in Exhibit C to this Agreement
  - IX. Abatement or prevention of conditions causing unpleasant odors (i.e., mold, sewage), or airborne hazardous materials that could pose a health risk to staff or patrons including, but not limited to, exposed asbestos, lead, and mold.
  - X. Control and prevention of pest infestations including, but not limited to, rodents or insects.
- 5) Furnishings and Equipment. The Library Quarters and all furnishings, fixtures, and equipment provided by the Building Provider shall remain the property of the Building Provider, subject only to NCW Libraries' right of use during the term of this Agreement. NCW Libraries may also provide furnishings, fixtures, and equipment within and to facilitate use of the Library Quarters, which furnishings and equipment will remain the property of NCW Libraries.
- 6) Internet and Telephone Service. NCW Libraries, at its sole expense, shall provide telephone service and 24/7 internet service to the Library Quarters using wi-fi and wired ethernet connections. NCW Libraries shall be responsible for the installation of internet service, telephone service, and wireless networking at or serving the Library Quarters. NCW Libraries will utilize Internet Service Providers of their choosing and will determine the range and quality of said service. Thereafter, NCW Libraries shall be responsible for all coordination and costs of internet and telephone repair and maintenance and all ongoing costs for providing internet and telephone services including, but not limited to, monthly internet and telephone usage fees.
- 7) Communication between Parties. Except in the case of an emergency requiring immediate action by the Building Provider, the Parties agree to communicate in advance to coordinate

planned maintenance or improvement projects that may impact public access and/or use of the Library Quarters.

- 8) Partial Compensation of Building Provider Expenses. NCW Libraries will pay the Building Provider, as partial compensation for janitorial expenses provided to the Library Quarters each year, per the table below:

January 1, 2024, through December 31, 2026	\$4.00 per Square Foot
January 1, 2027 through December 31, 2029	\$4.25 per Square Foot

- 9) Compensation Schedule. NCW Libraries shall pay the Building Provider as set forth in Section 8 in two equal bi-annual payments due within 30 days following the regular June and November meetings of the NCW Libraries' Board of Trustees. NCW Libraries shall pay the (undisputed portion of the) charges and/or notify the Building Provider that a dispute exists concerning the charges within thirty (30) days of the date the bi-annual payment is due.

In the event NCW Libraries notifies the Building Provider that a dispute exists concerning any charges, authorized representatives from NCW Libraries and the Building Provider will meet in an effort to resolve the dispute. If NCW Libraries and the Building Provider are unable to resolve the dispute to both parties' satisfaction, then the Building Provider must file suit to resolve the dispute concerning the charges in accordance with the other provisions of this Agreement. Any suit filed for purposes of resolving a dispute concerning a disputed charge must be filed by the Building Provider within one hundred twenty (120) days of the date the payment for the applicable charges is due from NCW Libraries or the Building Provider's request for payment shall be deemed waived.

The Building Provider shall not assess a late payment penalty or charge regardless of the date payment is received. In addition, interest charges shall not accrue on disputed charges.

- 10) Indemnification. The Building Provider shall defend, indemnify, and hold harmless NCW Libraries, 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 the Building Provider's maintenance and use of Library Quarters, or from the conduct of Building Provider's business, or from any activity, work or thing done, permitted, or suffered by Building Provider in or about the Library Quarters, except only such injury or damage as shall have been occasioned by the sole negligence of NCW Libraries. The Building Provider expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agree that the obligation to indemnify, defend and hold harmless provided for herein extends to any claim brought by or on behalf of any employee of the Building Provider and includes any judgment, award or costs thereof, including attorney's fees. The Building Provider's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Building Provider and NCW Libraries shall apply only to the extent of the negligence or willful misconduct of the Building Provider.

NCW Libraries shall defend, indemnify, and hold harmless the Building Provider, 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 NCW Libraries' use of the Library Quarters, or from the conduct of NCW Libraries' business, or from any activity, work or thing done, permitted, or suffered by NCW Libraries in or about the Library Quarters, except only such injury or damage as shall have been occasioned by the sole negligence of the Building Provider. NCW Libraries expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agree that the obligation to indemnify, defend and hold harmless provided for herein extends to any claim brought by or on behalf of any employee of NCW Libraries and includes any judgment, award or costs thereof, including attorney's fees. NCW Libraries' obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent

negligence or willful misconduct of NCW Libraries and the Building Provider shall apply only to the extent of the negligence or willful misconduct of NCW Libraries.

- 11) Insurance. Each party shall secure and maintain during the term of this Agreement such property insurance at levels appropriate for protection of its respective Library Quarters property. Each party shall also secure and maintain general liability insurance covering personal injury and property damage applicable to its operation and use of the Library Quarters with minimum limits of \$1,000,000 per occurrence. Either party may substitute a self-insurance program or plan for the general liability insurance required under this agreement upon approval by the other party. Either party may request verification of liability insurance at any time.
  
- 12) Term. Unless earlier terminated as set forth herein, this Agreement shall be **effective July 1, 2024, and shall remain in force and effect until December 31, 2029.** Upon expiration of the original term, unless a party has given notice of intent not to renew (by October 1) or the Building Provider is in default under this Agreement, this Agreement shall be renewed and extended on a year-to-year basis after December 31, 2029.
  
- 13) Termination. This Agreement shall terminate upon the earlier of the following: (i) upon the expiration of the Term, including any renewal Term; (ii) upon thirty (30) days advance written notice given by one party to the other "for cause" stemming from breach of the Agreement; (iii) at the end of any calendar year during the original term or any annual renewal term by written notice of termination delivered to the other party by October 1 of such year; or (iv) upon mutual agreement of the parties. If a notice of termination is provided by NCW Libraries prior to expiration of the Term (including any renewal Term), the Building Provider shall be paid for all services rendered up to the date of termination.
  
- 14) Nonwaiver. Any waiver at any time by either party of any right with respect to any matter arising under this Agreement shall not be considered a waiver of any subsequent default or matter.

15) Nondiscrimination. In the performance of this Agreement, the Parties shall, at all times, comply with any and all federal, state, or local laws, ordinance rules, or regulations with respect to nondiscrimination and equal employment opportunity, which may at any time be applicable.

16) Notice. Notices pursuant to this Agreement shall be in writing and may be mailed or delivered. If mailed such notices shall be sent postage prepaid, by certified or registered mail. Notices delivered personally shall be deemed communicated as of actual receipt, mailed notices shall be deemed communicated three (3) dates following the date of mailing. All notices shall be sent to the following addresses, unless written notice of a different address or notice is provided by a Party to the other Party:

**City of Cashmere**

Attn: City Clerk-Treasurer  
101 Woodring Street  
Cashmere, WA 98815

**NCW Libraries**

Attn: Executive Director  
16 N. Columbia Street  
Wenatchee, WA 98801

17) Prior Agreements. This agreement shall supersede any earlier agreement, written or oral, between the parties pertaining to the subject matter of this agreement.

***This page left intentionally blank***

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first above written.

NCW LIBRARIES

By: \_\_\_\_\_  
Board of Trustees Chair

Attested By:

\_\_\_\_\_  
Secretary

CITY OF CASHMERE, WASHINGTON

By: \_\_\_\_\_  
Mayor

Attested By:

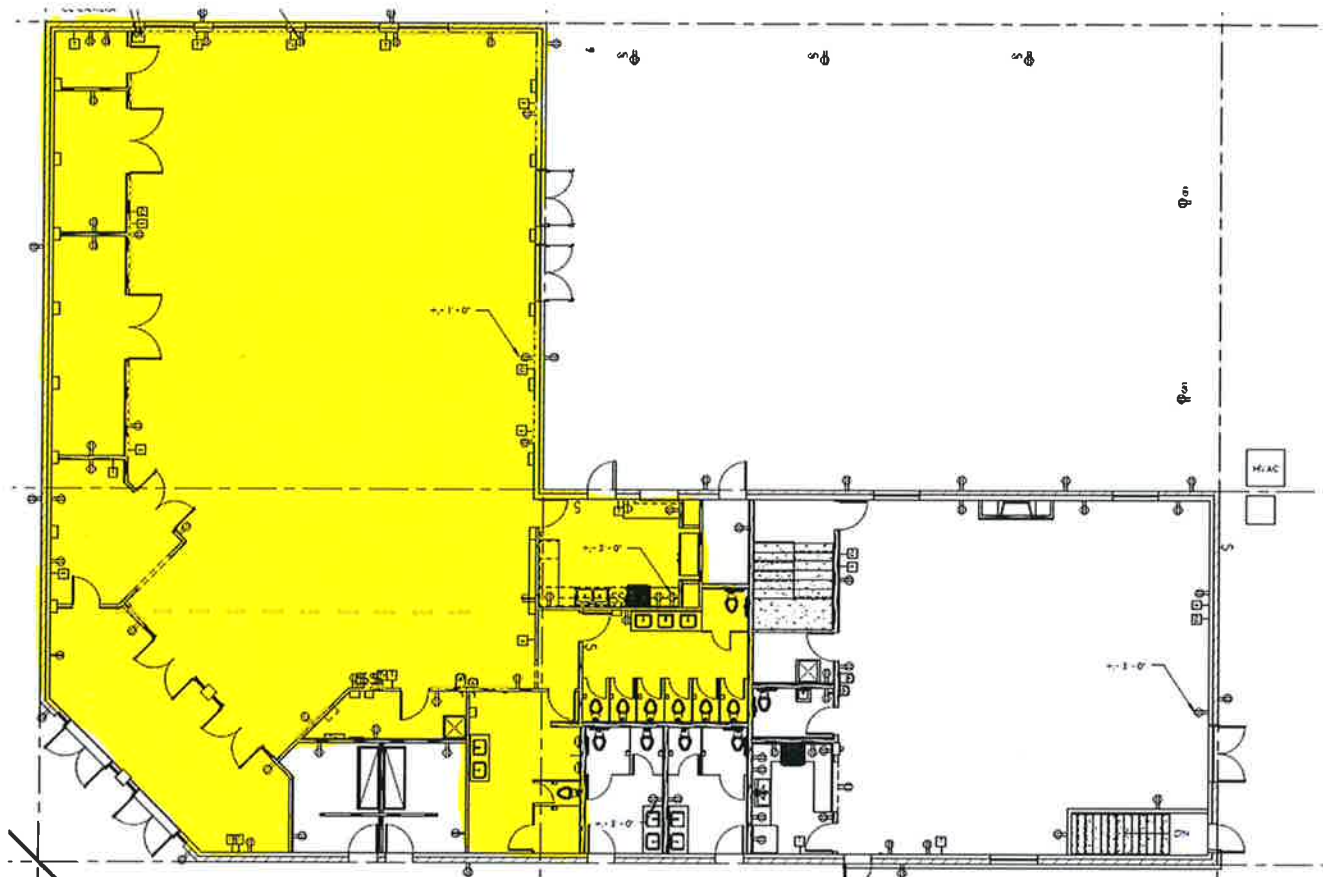
\_\_\_\_\_  
Clerk



## **ADDENDUM A**

The mission of NCW Libraries is to connect the people of North Central Washington with vial resources and opportunities that foster individual growth and strengthen communities. NCW Libraries endeavors to cultivate local and regional partnerships and connections that will help inform the provision of resources and programs offered by the district. NCW Libraries will work collaboratively with the City of Cashmere to identify the top priorities for city growth, development, and vitality and will leverage the assets of the district to continue to provide the greatest value to the city and its residents.

EXHIBIT A



## EXHIBIT B

### Guidelines for Library Facility Siting, Relocation, or Acquisition

NCW Libraries has established the following guidelines to be considered in siting library facilities.

NCW Libraries recognizes that buildings and spaces under current occupancy may not meet all the established or desired minimum requirements as set forth in these guidelines. Building Owners are not expected to make immediate upgrades to reach compliance with minimum requirements. However, NCW Libraries does expect Building Owners to align with these requirements when they perform system and building upgrades, and to be capable of meeting the requirements if or when the library is relocated into a new space. Site selection should always consider the current long-range facility plan.

#### Legal Considerations:

- In accordance with 27.12 RCW, NCW Libraries policy will prevail in all matters related to NCW Libraries facilities.
- No easements or other legal considerations that would unduly restrict use of the property or impose financial or other liability on NCW Libraries.
- Zoning requirements for library use can be achieved within a reasonable time period.
- Existing buildings should be capable of passing a structural assessment for use as a public library.

#### Site Selection:

- Define **need** for services based on distance from other locations, demographics of local area, and other relevant criteria.
- Establish **demand** for services through metrics including but not limited to number of active library cards, percentage of users versus non-users, and other output measures.
- Determine the **service level needed** including self-serve, remote or full service, open hours, and staffing capacity.
- Establish **financial value** of site based on costs and availability of space, opportunity for donated land or buildings, available capital funding and other factors.
- Determine **equity of site** for underserved populations, including identifying who is served, accessibility of location, and how access to library resources impacts the community.

#### Site Capacity, Layout, and Infrastructure:

- Clear, legally compliant means of ingress/egress.
- Adequate parking or transit access onsite or nearby to support anticipated regular level of patron usage.
- Free and clear access for emergency vehicles, materials deliveries, and waste removal.
- Space to place an exterior book drop, ideally drive up, sized adequately for anticipated branch usage.
- Entryways that comply with applicable ADA requirements for the age of structure.

### **Visibility and Neighborhood Suitability:**

- Facility should be compatible in appearance with the neighborhood and its surroundings.
- Site should be easily visible from the street.
- Placement of the library on the site should have minimal adverse environmental impact and fit with the historical context of the neighborhood.

### **Building Structure/Layout**

- Building Envelope/Thermal/Acoustical
  - a. No active water leaks or visible signs of mold or mildew resulting from previous water intrusion.
  - b. Secure, weather sealed, and lockable windows and doors. Energy efficient windows are encouraged.
  - c. Cladding and waterproofing materials free from damage and in good working order.
- Systems
  - d. Mechanical
    - i. Functional heating and cooling system compliant with local codes (based on age of building) and sized adequately for occupancy and includes mechanical ventilation.
    - ii. Exhaust fans in all public restrooms that meet local codes.
  - e. Electrical
    - i. Electrical service that meets local codes and is adequate for occupancy type based on age of building.
    - ii. Adequate interior lighting in good repair and maintenance. Ballasts, lamps, and fixtures replaced as needed.
    - iii. Adequate exterior lighting for safety.
  - f. Low Voltage/Internet Service
    - i. One gigabyte Fiberoptic service to building.
    - ii. Ability for NCW Libraries to provide surface mounted infrastructure for security, safety, and network systems.
    - iii. Ability for NCW Libraries to modify door hardware/frame to install card readers as needed.
  - g. Plumbing
    - i. Water service compliant with local codes and sized adequately for occupancy.
    - ii. Sewer service compliant with local codes and sized adequately for occupancy.
    - iii. Functional water heater for public restrooms.
    - iv. Restroom facilities include at minimum a toilet and sink for handwashing.
    - v. No active leaks in plumbing systems.
  - h. Fire/Life Safety
    - i. Fire detection system.
    - ii. If a fire suppression system is in place or code required (based on age of building), building owner to ensure proper function and ongoing annual certification.
    - iii. Code compliant quantity of fire extinguishers. Fire extinguishers should be wall mounted in a cabinet for staff and patron safety, for extinguishers that are

accessible to the general public. Other wall mounts are acceptable for back of house spaces like behind the service point, in a staff break room or work room, etc. Fire extinguisher annual certification by building owner.

- iv. Compliant emergency exit signage.
- Indoor Air Quality
  - i. Library space should be free from airborne hazardous materials that could pose a health risk to staff or patrons including, but not limited to exposed asbestos, lead, and mold.
  - j. The space should be free from unpleasant odors at the time of library occupancy. This includes, but is not limited to must, smoke, and sewage.
  - k. No evidence of frequent or ongoing pest infestations including, but not limited to rodents or insects.
- Finishes
  - l. Wall finishes that are free from damage, neutrally colored, and cleanable.
  - m. Flooring that is free from damage, and neutrally colored.
  - n. Ceiling surfaces that are free from damage.

Preferred or Supplemental Features for Library Occupancy:

1. Building Structure/Layout
  - a. Space to include a moderate amount of storage in conditioned space.
  - b. Partitioned off room(s) for staff work and break space.
  - c. Interior spaces that meet or exceed applicable ADA requirements.
2. Building Envelope/Thermal/Acoustical
  - a. Double paned or better vinyl windows.
  - b. Acoustical batt insulation installed in interior partition walls, especially staff offices and restrooms.
  - c. Insulation at all exterior walls, ceilings, and floor.
3. Systems (in addition to minimum code compliance)
  - a. Mechanical
  - b. Electrical
    - i. Additional room on electrical panel for future expansion.
    - ii. T-12 or better light fixtures, preferably LED.
    - iii. Occupancy sensors installed at infrequently used spaces such as restrooms, offices, meeting spaces, and back of house spaces for energy efficiency.
    - iv. Code compliant emergency lighting.
  - c. Plumbing
    - i. Floor drains in all public restrooms to meet local codes.
    - ii. Low flow plumbing fixtures that meet current EPA standards.
  - d. Fire
    - i. Heat detectors installed in public restrooms in lieu of smoke detectors.
    - ii. A code-compliant fire suppression system.
4. Indoor Air Quality
  - a. For new construction projects and remodels, NCW Libraries prefers the use and installation of low/no-VOC products such as paint, flooring adhesives, etc.
5. Exterior

- a. Bike racks
  - Hardscapes free from obvious tripping hazards.
  - Landscaping regularly maintained and not overgrown during library's occupancy.
  - Adequate drainage to prevent future water infiltration.
- b.
- 6. Finishes
  - a. Walk off mat or other robust flooring solution at any building entrances.
- 7. Accessories
  - a. Public restrooms to include a baby changing station, mirror, hand dryer or paper towel dispenser, waste disposal, and toilet seat cover dispenser.

## EXHIBIT C

### Sample Janitorial Scope

Below is a sample janitorial scope by branch frequency need. Need levels have been determined based on historical materials circulation and use data as well as size of population served. **Cashmere is in the LOW need level.**

The scope below seeks to right-size cleaning frequency given the factors listed above and provide more consistency across the Library District. The scope listed below represents suggestions for minimum cleaning. NCW Libraries recognizes that often a branch is not opened for a full eight hours or everyday. For further definitions of "daily" and "weekly," please see definitions listed below the table.

Frequency Need:		High	Moderate	Low
<b>A</b>	<b>Dust, wipe, spot clean to include:</b>			
1	Service points (EX: circulation desk)	Daily	Twice Weekly	Once Weekly
2	Wipe table surfaces and bases	Daily	Twice Weekly	Once Weekly
3	Chairs - including backs and seats	Daily	Twice Weekly	Once Weekly
4	Dust high use horizontal surfaces	Daily	Twice Weekly	Once Weekly
5	Interior handrails, if existing	Daily	Twice Weekly	Once Weekly
6	Clean glass at entrances, if existing	Daily	Twice Weekly	Once Weekly
7	Sanitize and wipe down drinking fountains	Daily	Twice Weekly	Once Weekly
8	Sanitize staff breakroom surfaces	Daily	Twice Weekly	Once Weekly
9	Window sills and bookshelves	Monthly	Monthly	Monthly
10	Remove cobwebs inside library	As-needed	As-needed	As-needed
11	Spot clean walls, switch plate covers, and doors	As-needed	As-needed	As-needed
<b>B</b>	<b>Bathrooms (both public and staff) to include:</b>			
1	Sanitize toilets, wash basins and countertops	Daily	Twice Weekly	Once Weekly
2	Sweep and mop floors	Daily	Twice Weekly	Once Weekly
3	Empty trash receptacles and replace liners	Daily	Twice Weekly	Once Weekly
4	Clean mirrors	Daily	Twice Weekly	Once Weekly
5	Replenish supplies	Daily	Twice Weekly	Once Weekly
6	Disinfect all high-touch areas including: door handles and baby changing tables	Daily	Twice Weekly	Once Weekly
<b>C</b>	<b>Floors to include:</b>			
1	Sweep and mop all solid surface floors, including stairs	Daily	Twice Weekly	Once Weekly
2	Vacuum all carpeted floors	Daily	Twice Weekly	Once Weekly
3	Spot clean stains on carpet	As-needed	As-needed	As-needed
4	Sweep and detail stairs and treads, if existing	As-needed	As-needed	As-needed
5	Full building carpet clean (where applicable)	Twice Annually	Annually	Annually
5	Scrub solid surface floors in public area w/electric scrubber	Monthly	Quarterly	Twice Annually
<b>D</b>	<b>Waste removal to include:</b>			
1	Remove garbage from cans in public spaces and replace liners	Daily	Twice Weekly	Once Weekly
2	Remove garbage from cans in staff spaces and replace liners	Daily	Twice Weekly	Once Weekly
3	Remove recycling from public spaces and staff desks	Daily	Twice Weekly	Once Weekly

**Definitions:**

Daily: once for every 8 hours of Library open hours. (EX: if a branch is open 6 hours on Friday and 4 on Saturday, the branch should be cleaned once)  
 Weekly: once per every 6 days open to the public.

High WPL, MPL

Moderate Eph, Leav, Omak, Quincy, Rep, Ton, Winthrop

Low Brew, Bpt., Cash, Che, CC, Cur, Ent, EW, Geo, GC, Man, Matt, Oka, Oro, Pat, Pesh, RC, SL, War, Wat.

**MEMORANDUM OF UNDERSTANDING  
FOR  
LIBRARY IMPROVEMENT PROJECT**

This Memorandum of Understanding (“MOU”) is entered into on April 8<sup>th</sup>, 2024 by and between North Central Washington Libraries, an inter-county rural library district (“NCW Libraries”), and the City of Cashmere, a Washington municipal corporation (“the City”), collectively referred to as the “Parties” or individually as “Party”.

**I. RECITALS**

**WHEREAS**, the City has either annexed to or contracted with NCW Libraries for the delivery of library services by NCW Libraries for or on behalf of the City; and

**WHEREAS**, the City has provided a building or space within a building for NCW Libraries to occupy and operate as a public library facility at 201 Riverside Drive, Cashmere, WA 98815; and

**WHEREAS**, the Parties have previously entered into a Building Use and Maintenance Agreement (“Maintenance Agreement”) that establishes a mutual desire for continued operation of a public library facility in Cashmere, Washington and

**WHEREAS**, NCW Libraries has adopted a library facilities improvement plan that contemplates and provides for certain improvements to be made to library branch facilities throughout the jurisdiction; and

**WHEREAS**, the Parties desire to enter into this MOU to provide for improvements to the City-owned facility (also referred to as “library quarters” in the Maintenance Agreement) occupied by NCW Libraries; and

**WHEREAS**, the improvements provided for in this MOU will allow NCW Libraries to provide the best library service to the greatest number of people;

**NOW, THEREFORE**, in consideration of the covenants set forth in this MOU, NCW Libraries and the City do hereby agree as follows:

**II. AGREEMENT**

**A. RECITALS.**

The recitals set forth above are incorporated herein as if set forth in full as binding commitments of the Parties.

**B. PURPOSE**

The purpose of this MOU is to define the scope of library improvements to be provided by NCW Libraries to the City's local library facility (“project”), and establish each Party's responsibility regarding project improvements before, during, and after the work on the project is completed.

**C. FUNDING SOURCES**

NCW Libraries' Board of Trustees has established a fund to pay for interior improvements to public libraries that are occupied, but not owned, by NCW Libraries across their five-county library district.



NCW Libraries will fund the project through direct payment for goods and services to qualified vendors. NCW Libraries reserves the right to select all vendors, goods, and services used for the project at its sole discretion.

Funds available may be insufficient to improve all in-scope areas of the project as defined in section D of this MOU. NCW Libraries may choose to seek additional sources of funding where eligible but is not obligated to do so. NCW Libraries may also advise the City of additional sources of funding for which they may be eligible to help complete the project if NCW Libraries' funds are insufficient. Each Party will notify the other if they choose to seek additional funding sources and will update the other party on the status and disbursement of additional funds related to the project.

Any disbursement of funds in the form of rebates, refunds, grants, or other incentives will be the property of the Party which submitted application for the funds or is named as the recipient, unless otherwise arranged in writing prior to application for the funds.

D. SCOPE OF PROJECT IMPROVEMENTS & SERVICES.

The following areas of work and services are within the scope of the project and eligible for funding by NCW Libraries: architect and interior design fees; permitting; rentals and equipment; furniture; fixtures; shelving; technology upgrades and related wiring; wall coverings; flooring; lighting and related wiring; security upgrades; ADA compliance and accessibility; staff workroom, breakroom, and storage areas; and interior wayfinding.

The following areas of work and/or services are outside the scope of the project and not eligible for funding by NCW Libraries: structural improvements to the building's foundation, envelope, or roof; major system improvements, including to the HVAC, plumbing or electrical wiring systems; and landscaping; and hazardous materials testing and abatement.

E. SQUARE FOOTAGE ELIGIBLE FOR IMPROVEMENT.

The in-scope square footage to be improved as part of the project is 4,775, as shown in Exhibit A

If at any point between the signing of this MOU and the commencement of the project both Parties agree in writing to change the in-scope square footage, a new agreement or MOU will be signed to reflect this change.

F. AGREEMENT TO COLLABORATE.

The City shall collaborate with NCW Libraries to develop a plan for the improvement project that is responsive to the community's needs.

NCW Libraries will:

- Implement community engagement activities designed to meet NCW Libraries' goals of building and strengthening community partnerships, increasing usership of local libraries, and gathering input from residents to inform the design and scope of improvements.
- Manage publicity and serve as primary point of contact for media inquiries about the project.

- Contract with an Interior Design Firm, Architectural Firm, Contractors, and/or Sub-Contractors (“Vendors”) as needed to manage and complete the in-scope work as defined in Section D of this MOU.
- Serve as a liaison between Vendors and the City.
- Provide the City a project timeline and regular status updates on the project.

The City will:

- Make available any information that has bearing on the project.
- Allow access to the local library building to facilitate completion of the project.
- Provide clear support and sponsorship of the project to local stakeholders, media outlets, and the community at large.
- Participate in and help coordinate community engagement efforts and encourage other local stakeholders and community members to participate.

Both Parties will:

- Immediately inform the other Party of any developments that might jeopardize the successful achievement of the project.
- Be accessible and return calls or emails within 48 hours, except for pre-communicated circumstances, such as vacation or travel.

G. PERMISSION TO MAKE IMPROVEMENTS.

The City grants NCW Libraries permission to make tenant improvements related to the project to any and all portions of the in-scope square footage identified in Section E of this MOU except as noted below; provided, however, that NCW Libraries shall provide opportunity for the City to review and comment on design concepts or proposals throughout the design phase. NCW Libraries will, to the best of its ability, protect and preserve the following enumerated items that are of significance to the City for the duration of the project:

1. The City shall review and approve: Any structural changes or alterations to: **woodwork, ceiling, trusses, trim, windows, doors, walls, floors, electrical systems**

H. OWNERSHIP OF IMPROVEMENTS.

At the conclusion of the project, except as otherwise provided herein, improvements to the building and fixtures permanently or substantially attached to the building (i.e. incapable of being removed without significant damage) will become the property of the City. However, NCW Libraries shall retain ownership of all other project improvements, including shelving, furnishings, artwork, other personal property, and other items which might be fixtures but are readily removed without significant damage to the building. NCW Libraries retains the right to replace, remove, or relocate throughout its service area any shelving, furnishings, artwork, or other items at any time and for any reason.

Nothing in this MOU shall in any way affect the City ownership of their building or either Party's ownership of any other property.

I. FUTURE IMPROVEMENTS.

Upon completion of the project the City will cooperate with NCW Libraries to ensure that any future repair or replacement of any improved item or area proposed by the City and previously installed as part of the project will match the product that was provided by NCW Libraries for the project or be a product of equal or greater quality as mutually agreed upon by the Parties. Maintenance, repair, or painting on the exterior of the building will adhere to NCW Libraries design standards where applicable and be undertaken with NCW Libraries knowledge and involvement.

J. OCCUPANCY TERMS.

The Parties are **expected to execute** a Maintenance Agreement covering at least ten (10) years, consisting of the original six (6) year term and any subsequent renewal/extension terms. In the event the City attempts to terminate the Maintenance Agreement and/or relocate library services to a new public library facility in Cashmere, WA within ten (10) years of project completion, NCW Libraries shall reserve the right to charge the City the depreciated value of the project improvements deemed owned by the City as set forth in Section H, including any design work or fees upon relocation as compensation for NCW Libraries' investment.

K. OBSERVED DEFICIENCIES.

The City is aware of the following observed deficiencies in the library branch facility and acknowledges that NCW Libraries is unable to take responsibility for addressing them as part of the project or at any point after the completion of the project. No later than three (3) months prior to the project start date, the City will provide NCW libraries with a written plan that outlines how and when the City plans to address these deficiencies.

\*\*\*Observed Deficiencies\*\*\*

- **None noted.**

L. DURATION; TERMINATION.

Unless earlier terminated as further set forth herein, this MOU shall be effective upon the last date of signature by all Parties ("effective date") and shall remain in effect for a period of ten (10) years from the date of project completion (as determined by NCW Libraries).

In the event that the City fails to observe or perform any of the covenants, conditions, or provisions of this MOU, NCW Libraries shall provide written notice of such default to the City. If such default continues for a period of thirty (30) days after the written notice, NCW Libraries may terminate this MOU; provided, however, that if the nature of the City default is such that more than thirty (30) days are reasonably required for its cure, then the City shall not be deemed to be in default if the City commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of such early termination, NCW Libraries shall invoice the City for the actual cost or depreciated value of the project improvements deemed owned by the the City as set forth in Section H, including any design work and fees, which invoice shall be paid within thirty (30) days of receipt by the City.

M. INDEMNIFICATION.

The City shall hold harmless, indemnify and defend NCW Libraries, its trustees, officers, agents and employees, from and against any and all claims, losses, or liability for injuries rising out of any willful misconduct or negligent act, error, or omission of the City, or its agents or employees, in connection with the provision of services required by this MOU, provided however, the City obligation to indemnify, defend and hold harmless shall not exceed loss, liability, or injuries caused by or resulting from the sole willful misconduct or sole negligence of NCW Libraries, its trustees, officers, agents or employees.

NCW Libraries will hold harmless, indemnify and defend the City its officials, officers, directors, agents and employees, from and against any and all claims, losses, or liability for injuries rising out of any willful misconduct or negligent act, error, or omission of NCW Libraries, or its trustees, officers, agents or employees, in connection with the provision of services required by this MOU, provided however, NCW Libraries' obligation to indemnify, defend and hold harmless shall not exceed loss, liability, or injuries caused by or resulting from the sole willful misconduct or sole negligence of the City its trustees, officers, agents or employees.

N. ENTIRE MEMORANDUM.

This MOU and the applicable Maintenance Agreement constitute the parties' entire agreement with respect to the subject matter hereof and supersedes any and all prior statements or agreements, both written and oral. This MOU may not be amended except by a written amendment signed by both Parties. In the event of a conflict between this MOU and the Building Use and Maintenance Agreement, the terms, and conditions of the Building Use and Maintenance Agreement shall prevail.

O. COUNTERPART & ELECTRONIC SIGNATURES.

This MOU may be signed in counterparts, each of which shall be an original, but all of which shall constitute one and the same MOU. Signatures transmitted by facsimile or via PDF email shall be deemed valid execution of this MOU, binding on the Parties.

NCW LIBRARIES

CITY OF CASHMERE

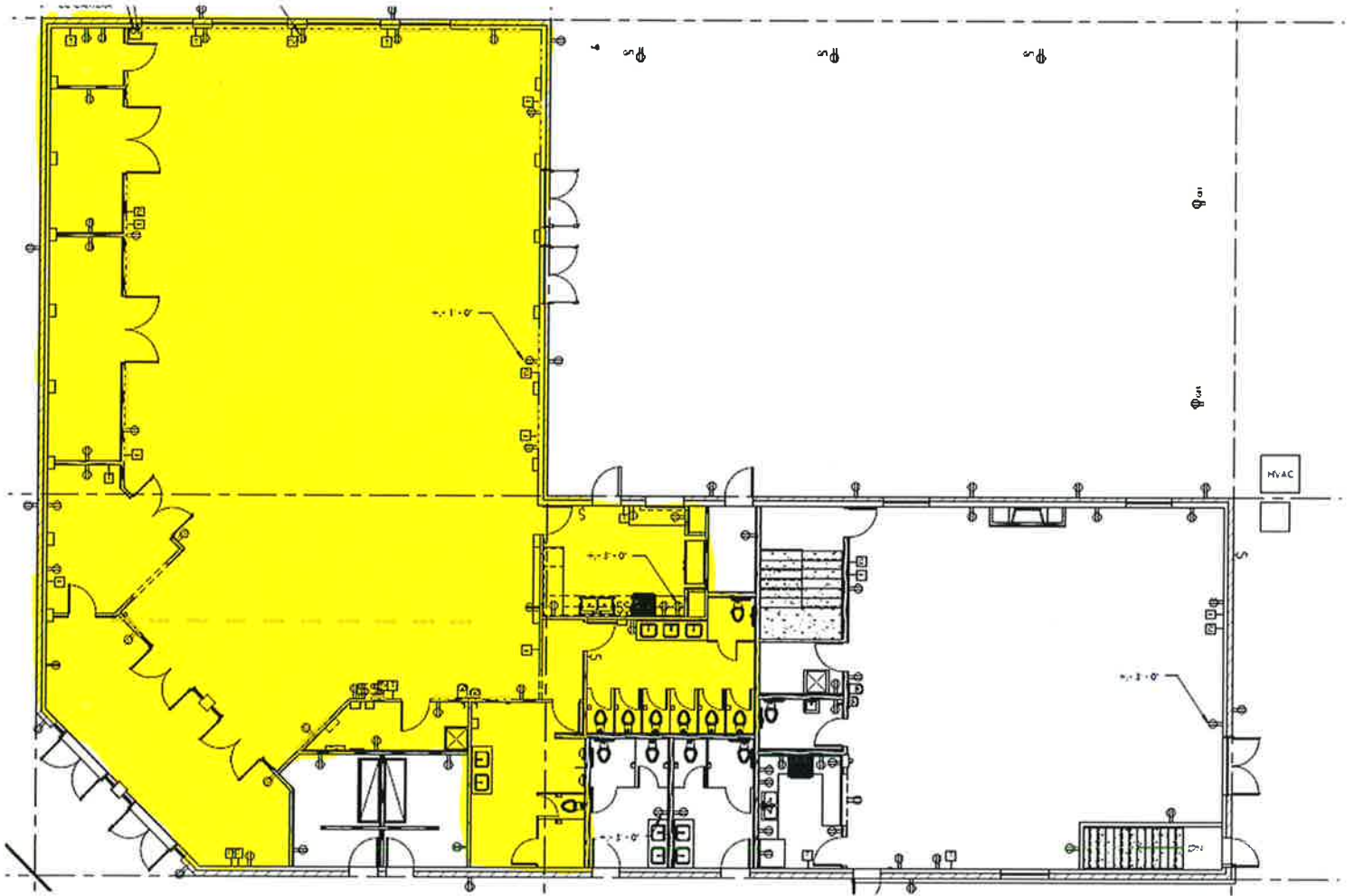
By: \_\_\_\_\_  
Barbara Walters, Executive Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBITA



# Staff Summary

**Date:** April 3, 2024  
**To:** City Council  
**From:** Steve Croci, Director of Operations  
**RE:** City-wide roadway maintenance

---

The City requested MRSC Small Works Roster bids to maintain the city’s roadways (crack fill, pavement repair and pre-leveling). The City received five bids. Quality Paving Inc. was the low bidder at \$59,078.00.

<b>Total Bid Amount</b>	<b>Business Name</b>
\$144,800.73	Pavement Innovation, LLC
\$207,179.50	JM Pacific Construction
\$124,576.54	MOE Asphalt Patching
\$59,078.00	Quality Paving Inc
\$102,435.84	Central Paving, LLC
\$231,875.00	Engineer's Estimate

**Staff Recommendation:**  
MOVE to approve Quality Paving Inc. to maintain the roadways and authorize the mayor to sign documents.

---

# Staff Summary

**Date:** April 3, 2024  
**To:** City Council  
**From:** Steve Croci, Director of Operations  
**RE:** Recreation Vehicle Park

---

The City proposes revisions to the recreational vehicle (RV) park regulations, to clarify and correct the review and approval process and to ensure the health, safety, and welfare of the park occupants. The amendments to the district use chart are intended to clarify the permitting process and zoning districts in which the use is allowed. Currently, even though an RV park is a permitted use in the City, an RV park cannot be permitted within the City using the process prescribed in code. RV parks would no longer be allowed in residential zones. The complete proposed revisions are shown in Attachment A.

**Staff Recommendation:**

No action at this time, only update and discussion.

---



# City of Cashmere

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

## STAFF REPORT MEMORANDUM

Date: April 1, 2024  
To: City Planning Commission  
From: Steve Croci – Director of Operations  
RE: Recreational Vehicle Park Code Amendments

---

### A. Requested Action

The Planning Commission is being asked to review, consider, and make a recommendation to the City Council to approve, approve in part, or deny adoption of the proposed Recreational Vehicle Park code amendments to Cashmere Municipal Code Chapter 17.52 Recreational Vehicle Park and Chapter 17.18 District Use Chart.

### B. General Information

#### Timeline:

- The topic was discussed during Planning Commission meetings on February 5, 2024.
- Planning Commission public hearing notification published on March 13, 2024.
- SEPA DNS notification published on March 13, 2024.
- 60-day State agency review submitted on February 16, 2024.
- Planning Commission hearing held on April 1, 2024.

#### Summary of Revisions:

The City proposes revisions to the recreational vehicle (RV) park regulations, to clarify and correct the review and approval process and to ensure the health, safety, and welfare of the park occupants. The amendments to the district use chart are intended to clarify the permitting process and zoning districts in which the use is allowed. Currently, even though an RV park is a permitted use in the City, an RV park cannot be permitted within the City using the process prescribed in code. The complete proposed revisions are shown in Attachment A. The major revisions include:

- 17.18.020 Recreational Uses – Removes the use from the single family and multi-family residential zones. Adds the use to the public zone with Conditional Use Permit (CUP) approval, and changes the approval process for the commercial-light industrial zone from a Planned Unit Development (PUD) to a CUP.



- 17.52.010 – Clarifies the type of recreational vehicles that are permitted and not permitted in recreational vehicle parks. Those not permitted are expanded to include park model trailers and tiny homes.
- 17.52.020 – Changes the permitting process from a PUD to a CUP. Removes the requirement to have a license from the City.
- 17.52.030 – Changes the reference to PUD to a CUP.
- 17.52.040 – Expands the service road width requirement for two-way traffic from 11 feet per lane to 20 feet and one-way traffic from 12 feet to 16 feet. Requires water to be obtained from the City water system and removes the ability to use a community water system. Removes reference to the Chelan-Douglas health district. Adds two additional siting standards which prohibit placing recreational vehicles on foundations or removing their wheels, except for temporary repair purposes, and prohibits external appurtenances.
- 17.52.050 – Changes the reference to a PUD to a CUP. Adds the requirement of a management plan to the application process. Removes the water right certificate reference.
- 17.52.060 – Removes the Annual License section

### **C. SEPA Environmental Review**

Pursuant to WAC 197-11 and RCW 43.21C of the State Environmental Policy Act (SEPA), the City completed an environmental review and issued a Determination of Non-Significance (DNS) on March 13, 2024. The SEPA Checklist and DNS are included within the file of record and adopted by reference.

### **D. Code Review Criteria**

The Cashmere Comprehensive Plan identifies goals and policies which support protection of residential zones for residential uses and support recreational uses in the shoreline environment, if the use were to be proposed in that area.

- Residential Goal 2: Protect existing residential neighborhoods for non-residential uses.  
Staff Analysis: RV parks are a non-residential use which is not appropriate for residential neighborhoods.

Staff analysis: The removal of the use from the single and multi-family zones supports this residential goal.

- Economic Development Element Goal 1: Permit those commercial, industrial, recreational, and other developments requiring a shoreline location which may contribute to the economic well-being of the City of Cashmere.

Staff Analysis: RV parks are a commercial and recreational use that is appropriate within a shoreline location. The permitting of the use in the public zone supports this economic development goal.

- Recreation Element Goal 1: Promote diverse, convenient, and adequate recreational opportunities along public shorelines for residents and visitors.

Staff Analysis: RV parks are a recreational opportunity that is appropriate within a shoreline location. The permitting of the use in the public zone supports this recreation goal.

**E. Suggested Findings of Fact:**

1. Reviewing agencies and the general public were given an opportunity to comment on the proposed amendments.
2. The amendments are consistent with City of Cashmere's Title 14 Development Code Administration.
3. Pursuant to WAC 197-11 and RCW 43.21C of the State Environmental Policy Act (SEPA), the City completed environmental review and issued a Determination of Non-Significance (DNS) on March 13, 2024.
4. The City of Cashmere has adopted a comprehensive plan pursuant to the Growth Management Act (GMA), RCW Chapter 36.70A.
5. The City of Cashmere's Planning Commission is responsible for long-range planning matters and providing implementation recommendations to assure compliance with the Growth Management Act for the City of Cashmere and its Urban Growth Area. These measures include updates and amendments to the comprehensive plan; development regulations, environmental regulations, and any other rules, actions or regulations deemed necessary to implement the Growth Management Act.
6. RCW Chapters 36.70 and 36.70A authorize the adoption of development regulations.
7. A public hearing date before the Planning Commission was published in the Cashmere Record on March 13, 2024.
8. On February 16, 2024 the City of Cashmere provided formal notice to the Washington State Department of Commerce with the intent to adopt amendments to the Cashmere Municipal Code and initiation of the 60 day review and comment period.
9. On April 1, 2024, the City of Cashmere Planning Commission conducted an advertised public hearing. The Planning Commission entered into the record the files on this amendment, accepted public testimony, and deliberated the merits of the proposal.
10. The City of Cashmere Planning Commission has reviewed the entire record and public testimony as it relates to the proposed amendments to the Cashmere Municipal Code.

**F. Suggested Conclusions of Law:**

1. The procedural and substantive requirements of the State Environmental Policy Act have been complied with.
2. The procedural requirements of RCW 36.70A have been complied with.
3. The proposed amendments are consistent with the City of Cashmere Planning Policies and the City of Cashmere Comprehensive Plan.
4. The proposed amendments are consistent with the requirements of Revised Code of Washington, and the Washington Administrative Code.

5. The proposed amendments have been reviewed and processed in accordance with the requirements of Title 14 Development Permit Procedures and Administration of the Cashmere Municipal Code.

**G. Draft Motion**

Based upon the findings of fact and conclusions of law contained within this staff report, I move that the Planning Commission forward the proposed Recreational Vehicle Park regulations revisions to the City Council with a recommendation of approval.

# Chapter 17.18

## DISTRICT USE CHART

Sections:

[17.18.010 Purpose.](#)

[17.18.020 District use chart.](#)

### 17.18.010 Purpose.

A district use chart is established and contained herein as a tool for the purpose of determining the specific uses allowed in each use district. No use shall be allowed in a zoning district that is not listed in the use chart as either permitted, accessory or conditional use, unless the administrator determines that an unlisted use is similar to one that is already enumerated in the use chart and may therefore be allowed, subject to the requirements associated with that use and all other applicable provisions of the CMC and city of Cashmere rules and regulations. (Ord. 1234 § 3 (Exh. F), 2014; Ord. 1138 § 1 (Exh. A), 2008; Ord. 1097 § 1, 2007; Ord. 1047 § 1, 2004; Ord. 1039 § 1, 2004).

### 17.18.020 District use chart.

The use chart located on the following pages is made a part of this section. The below acronyms apply to the following use chart. For listed uses, if a cell within the chart is blank under a specific district column, that use is not allowed. For unlisted uses, the city administrator shall determine if said unlisted use is similar to one that is already enumerated in the use chart and may therefore be allowed, subject to the requirements associated with that use and other applicable provisions of the CMC.

PRM Permitted Use

—

ACC Accessory Use

—

CUP Conditional Use Permit

—

HOP Home Occupation Permit "A" or "B"

—

PUD Planned Unit Development

—

\* = Located on upper floors only unless as otherwise permitted in CMC [17.30.050](#)

\*\* = Existing residence only, as of the date of adoption of the ordinance codified in this section

	SF	SR	AR	MF	P	DB	C/LI	WI
<b>Recreational Uses</b>								
Arboretums and Gardens	PRM	PRM	PRM	PRM	PRM	PRM	PRM	PRM
Boat Launches, Water-Related Activities					PRM			
Bowling Alleys						PRM	PRM	PRM
Dancehalls						PRM	PRM	PRM
Drive-In Theater							PRM	PRM
Exercise Facility						PRM	PRM	PRM
Fairgrounds					PRM			
Golf Course, Driving Range							PRM	PRM
Gun/Sportsmen's Club							CUP	CUP
Miniature Golf						CUP	PRM	PRM
Mini-Casinos, Game, Card Rooms						PRM	PRM	PRM
Playfields, Playgrounds	CUP	CUP	CUP	PRM	PRM	PRM	PRM	PRM
Public Fishing Access, Fish/Wildlife Habitat Areas					PRM			
Publicly Owned/Operated Parks and Recreation Facilities	PRM	PRM	PRM	PRM	PRM	PRM	PRM	PRM
Racetrack/Speedway (Horse, Mini-Sprint, Etc.)								
Recreational Vehicle Park or Tent Campground (Stay Up to 14 Days)		<del>PUD</del>		PRM	<u>CUP</u>		<del>PUD</del> <u>CUP</u>	
Roller-Skating Rink						CUP	CUP	CUP
Theaters						CUP	CUP	CUP
Trail Systems	PRM	PRM	PRM	PRM	PRM	PRM	PRM	PRM
Video Rental						PRM	PRM	PRM

## Chapter 17.52 RECREATIONAL VEHICLE PARK

Sections:

- 17.52.010 Purpose.**
- 17.52.020 Applicability.**
- 17.52.025 Residency.**
- 17.52.030 Siting standards.**
- 17.52.040 Site development standards.**
- 17.52.050 Application.**
- ~~**17.52.060 Annual license.**~~

### **17.52.010 Purpose.**

The recreational vehicle park is intended to accommodate the short-term rental of space for individual ~~recreational vehicles, such as travel trailers and motor homes, and tents~~~~trailers, campers, and motor homes.~~ Mobile homes, ~~park model trailers, and tiny homes on wheels~~ are not permitted. All utilities, streets and improvements therein remain in one ownership to comply with the conditions of development. These standards are deemed necessary to ensure uniform, coordinated development of the community and to assure the general health, safety, and welfare of the occupants of the homes that may be located within such a development. (Ord. 1138 § 1 (Exh. A), 2008; Ord. 1097 § 1, 2007; Ord. 1039 § 1, 2004).

### **17.52.020 Applicability.**

No person, company or corporation shall lease, sell, or rent spaces for the placement of recreational vehicles, or develop a new or expand an existing recreational vehicle park, without first obtaining a ~~planned unit development approval and a recreational vehicle park license~~ Conditional Use Permit (CUP) from the city of Cashmere. (Ord. 1138 § 1 (Exh. A), 2008; Ord. 1097 § 1, 2007; Ord. 1039 § 1, 2004).

### **17.52.025 Residency.**

Recreational vehicle parks are intended for short-term residence and recreational activities. The length of stay within a recreational park shall not exceed 14 days per month. (Ord. 1138 § 1 (Exh. A), 2008; Ord. 1097 § 1, 2007; Ord. 1039 § 1, 2004).

### **17.52.030 Siting standards.**

The following minimum criteria shall apply to the siting of a recreational vehicle park:

A. Zoning Requirements. Recreational vehicle parks are allowed only in those zoning districts identified in CMC 17.18.020, District use chart, provided a ~~planned unit development~~ CUP approval is obtained in accordance with the applicable provisions of the CMC.

B. Site development area: at least two acres of land area.

(Ord. 1138 § 1 (Exh. A), 2008; Ord. 1097 § 1, 2007; Ord. 1047 § 1, 2004; Ord. 1039 § 1, 2004).

#### **17.52.040 Site development standards.**

All new, expanded or remodeled recreational vehicle parks shall comply with all the site development standards listed in this section. A binding site plan shall be required and shall show the information contained in CMC 17.52.050, and the following minimum standards:

A. Campsite: a minimum of 1,000 square feet of land per campsite, including a paved or gravel pad for parking a recreational vehicle and tow vehicle, where applicable.

B. Campsite density: a maximum of 24 campsites per acre.

C. Service Road Width. All roads within the recreational vehicle park shall have paved travel lanes that meet the following standards:

1. For two-way traffic: ~~a 20-foot travel lane~~ ~~each travel lane shall be 11 feet in width.~~

2. For one-way traffic: a ~~12~~16-foot travel lane.

D. All roads shall be clearly marked and signed for traffic direction and safety.

E. Off-street parking spaces: one extra vehicle parking space for every five campsites.

F. Setbacks. All structures and recreational vehicles shall be set back at least:

1. Front Yard. All recreational vehicle campsites, ~~structures and accessory~~ ~~and~~ structures shall be a minimum of 50 feet from the centerline of all adjacent public streets, or 20 feet from the right-of-way line, whichever is a greater distance.

2. Rear and Side Yards. All ~~recreational vehicle campsites and structures~~ ~~dwelling and~~ ~~accessory structures~~ shall be a minimum of 20 feet from any property line adjacent to residential zoned districts, or at least 10 feet from nonresidential zoned properties.

3. From other recreational vehicles ~~or structures~~ at least 15 feet minimum spacing.

G. Utilities. All utilities shall be placed underground, and shall remain the property of the recreational vehicle park owner.

1. Water. All water supplied within the park for washing, bathing, drinking or food preparation shall be obtained from the city water system, ~~or from a community water system meeting the standards of the Washington State Department of Health.~~ Every

campsite hookup shall be equipped with an anti-siphoning device. ~~;-a~~All outdoor faucets shall be constructed to prevent contamination from other sources including animals, wastewater or irrigation water.

2. Restrooms Will Be Required. Restroom(s) must be accessible to all residents of the park and within 300 feet of any campsites, ~~and subject to any additional requirements of the Chelan-Douglas health district.~~

3. Wastewater. All wastewater disposals from all sources of sanitation, washing, laundry, bathing facilities and trailer hookups and dump stations shall be connected to the city sewer system. All wastewater hookups shall be constructed with a self-closing lid, and elevated above ground to prevent storm water runoff or floodwaters from entering the wastewater system, ~~and subject to any additional requirements of the Chelan-Douglas health district.~~

4. Solid waste disposal and recycling facilities shall be provided within 300 feet of every campsite, ~~and subject to any additional requirements of the Chelan-Douglas health district.~~

5. Storm water runoff shall be designed and installed in accordance with specifications of the city of Cashmere design standards manual.

H. Landscaping. All areas within the boundaries of the development shall be landscaped in accordance with Chapter 17.56 CMC.

1. All natural and artificial barriers, driveways, lawns, trees, buildings, occupied and unoccupied ~~dwelling~~ spaces, recreational and open space areas shall be maintained.

2. The perimeter of the recreational vehicle park shall be enclosed with a fence that is no higher than six feet tall, maximum, except where a natural amenity provides the property boundary.

I. Accessory Uses. Uses and structures customarily incidental to the operation of an recreational vehicle park are permitted as accessory uses to the recreational vehicle park.

J. Use Restrictions.

1. Any action toward placement of a recreational vehicle on a foundation or removal of wheels, except for temporary purposes of repair, is prohibited.

2. No external appurtenances, such as carports, cabanas or patios, may be attached to any recreational vehicle while it is in the park.

(Ord. 1138 § 1 (Exh. A), 2008; Ord. 1097 § 1, 2007; Ord. 1039 § 1, 2004).



### **17.52.050 Application.**

The hearing examiner shall review all applications for new, expansion or upgrade of a recreational vehicle through the ~~planned unit development~~ CUP process established in the CMC. All applications shall include the following information and shall, upon approval, be recorded with the Chelan County auditor as a binding site plan. Applications shall comply with CMC Title 14 and shall, at a minimum, include:

- A. Name of the proposed recreational vehicle park, name and address of owner(s).
- B. The legal description of the property, including acreage, and parcel number(s).
- C. A vicinity map clearly showing:
  1. The location of the property, date of application, map scale, north arrow, quarter section, section, township and range.
  2. Existing zoning and adjacent land uses.
- D. The proposed design of the recreational vehicle park, prepared by a licensed engineer or surveyor, showing:
  1. How the standards of CMC 17.52.040 will be met.
  2. Each proposed ~~dwelling~~ RV space, with space dimensions and area.
  3. Service roads, parking, and intersections with public streets.
  4. Utilities, with proposed points of connection to the public utilities, and proposed easements for repair and maintenance of the publicly owned portion of the utilities.
  5. Contour elevations as necessary to identify floodplains and/or storm water drainage flow.
  6. Location and dimensions of proposed common open space areas.
  7. A landscaping plan for the entire site, including the location of any existing environmentally sensitive areas (wetlands or shorelines, wildlife habitat).
  8. Location and dimensions of existing easements.
- E. A completed environmental checklist.

F. Management plan. A written management plan shall be submitted for approval as part of the conditional use permit process. It shall include, at a minimum, the proposed management structure, proposed park rules and regulations, and proposed methods to enforce occupancy limitations and other requirements of this chapter.

~~F. Copies of all water rights or certificates that are associated with the property.~~

G. Other information that may be required by the city of Cashmere in order to properly review the proposed recreational vehicle park. (Ord. 1138 § 1 (Exh. A), 2008; Ord. 1097 § 1, 2007; Ord. 1039 § 1, 2004).

#### **~~17.52.060 Annual license.~~**

~~In addition to the planned unit development approval, an annual license shall be obtained from the city of Cashmere. Such license shall state the number of approved campsites contained within the boundaries of the development. The license will be issued to the property title holder, contract purchaser, or lease holder, who shall be responsible for full compliance with this chapter. Licenses are transferable. All licenses are valid for the calendar year, expiring December 31st of each year. The annual license fee shall be set by resolution adopted by the Cashmere city council.~~