



CASHMERE CITY COUNCIL MEETING
MONDAY, APRIL 22, 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 April 8, Regular Council Meeting
2. Payroll and Claims Packet Dated April 22, 2024

BUSINESS ITEMS

1. Building Use and Maintenance Agreement with NCW Libraries
2. Memorandum of Understanding for Library Improvement Project
3. Ordinance 1327 Adopting amendments to zoning codes for Recreational Vehicles
4. Selection of contractor for the Emergency Generator project
5. Change Order No. 1 for the Riverside Center HVAC project
6. Out of Scope Work Authorization for the UV Refurbishment at the WWTP

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 APRIL 8, 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:	John Perry Chris Carlson Jayne Stephenson Jeff Johnson	Shela Pistoresi
Staff:	Kay Jones, Clerk-Treasurer Steve Croci, Director of Operations	

PUBLIC COMMENT

Andy Thomas, owner of Side Street Cashmere at 105 Railroad Avenue stated that he has a large space in his building that he would like to offer to the library. His vision is that Side Street Cashmere will be the neighborhood hub and the library would be a great addition to his other businesses.

EXCUSED ABSECES

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

APPROVAL OF AGENDA

MOVED by Councilor Perry and seconded by Stephenson to approve the agenda as presented. Motion carried 4-0.

CONSENT AGENDA

Minutes of March 25, 2024, Regular Council Meeting

Payroll and Claims Packet Dated April 8, 2024

Claims Direct Pay and Check #43325 and #43331 through #43359 totaling \$421,401.25

Payroll Direct Pay and Check #43326 through #43330 totaling \$87,006.58

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

BUILDING USE AND MAINTENANCE AGREEMENT WITH NCW LIBRARIES

The proposed Building Use and Maintenance Agreement is standard and consistent for all the 31 branch libraries in the five-county district. All branch libraries pay the same compensation rate per square foot for building use and maintenance. The 2024 rate is \$4:00 per square foot.

NCW Library's annual compensation for 2023 was \$13,110 for the 3496 sq ft facility. The compensation for the Riverside Center facility for 2024 is \$19,100 for a 4,775 sq ft facility. With the larger facility the library has more space and parking to expanding their programs.

Mayor Fletcher estimates the annual expenses for the library at Riverside Center at \$32,500, of which the city would be responsible for \$13,400.

Councilors Perry and Carlson are concerned with the increased cost of the library. The city's expenses increase annually, and the library's compensation rate only increases every three years by \$0.25. The city's responsibility for expenses will continue to get larger over the years.

In 2020 the Library District's facility condition report recommended \$120,000 in deficiencies plus \$495,000 for upgrades to Cashmere's library building that was constructed in 1964. NCW Libraries was successful in obtaining grant funds to make improvements in their 31 branch libraries, including \$487,000 for Cashmere facility improvements. In discussions with the District, the City proposed moving the library into Riverside Center instead of spending funds on the current library building that is 60-years old.

Riverside Center was constructed in 2002 to be a community center. City staff and third-party managers have operated the center on a rental basis. The center is an expensive building to maintain and not affordable for smaller events and lacks a catering kitchen for large events. The building sits empty most of the time.

Moving the library to the Riverside Center building provides the highest and best use of the facility, benefiting city residents by providing year-round free access and use of the facility, which taxpayers paid to construct.

No decisions will be made until a study session is held for more information.

MEMORANDUM OF UNDERSTANDING FOR THE LIBRARY IMPROVEMENT PROJECT

The Memorandum of Understanding (MOU) identifies the terms and conditions for NCW Libraries to make improvements within Riverside Center. Once the plans and designs are prepared the city will have the opportunity to review and approve any proposed structural changes. The grant funds the library has for improvements to the Cashmere facility will be used for furniture, shelving, and interior improvements. The city is responsible for structural improvements to the facility.

No decisions will be made until a study session is held for more information.

SELECTION OF CONTRACTOR FOR THE 2024 CITY-WIDE ROADWAY MAINTENANCE PROJECT

The city requested MRSC Small Works Roster bids for the 2024 City-Wide roadway maintenance project, which includes crack fill, pavement repair and pre-leveling. The city received five bids ranging from \$207,179.50 to \$59,078.00. The engineer's estimate for the project was \$231,875.00. Quality Paving Inc. was the low bidder at \$59,078.00. City staff recommended selecting Quality Paving as the contractor for the 2024 Roadway Maintenance project.

MOVED by Councilor Perry and seconded by Councilor Carlson to approve Quality Paving Inc. as the contractor for the Roadway Maintenance project and authorize the mayor to sign documents.

DISCUSSION ON RECOMMENDED CODE REVISIONS TO RECREATIONAL VEHICLES PARK

The Planning Commission proposed 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 permitted in the city, an RV park cannot be permitted within the city using the process prescribed in the code. With the proposed amendments RV parks would no longer be allowed in residential zones.

An ordinance amending the code will be presented for action at the next council meeting.

PROGRESS REPORTS

Mayor Fletcher handed out information from the Port District Summit. The economist that spoke provided good information on economic development and economic development enablers, prosperity, key demographics, and local spending.

The mayor stated that the city is purchasing and planting trees for Arbor Day.

Director Croci informed the council the Wastewater Treatment Plant is out of compliance. They have traced this back to Blue Star using a new cleaning chemical that killed the bugs in the plant. It will take a while to get the plant back in compliance.

The city crew is working on getting the pool ready and brush pick up.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 7:45 PM.

James Fletcher, Mayor

Attest:

Kay Jones, Clerk-Treasurer

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.

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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 vital 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

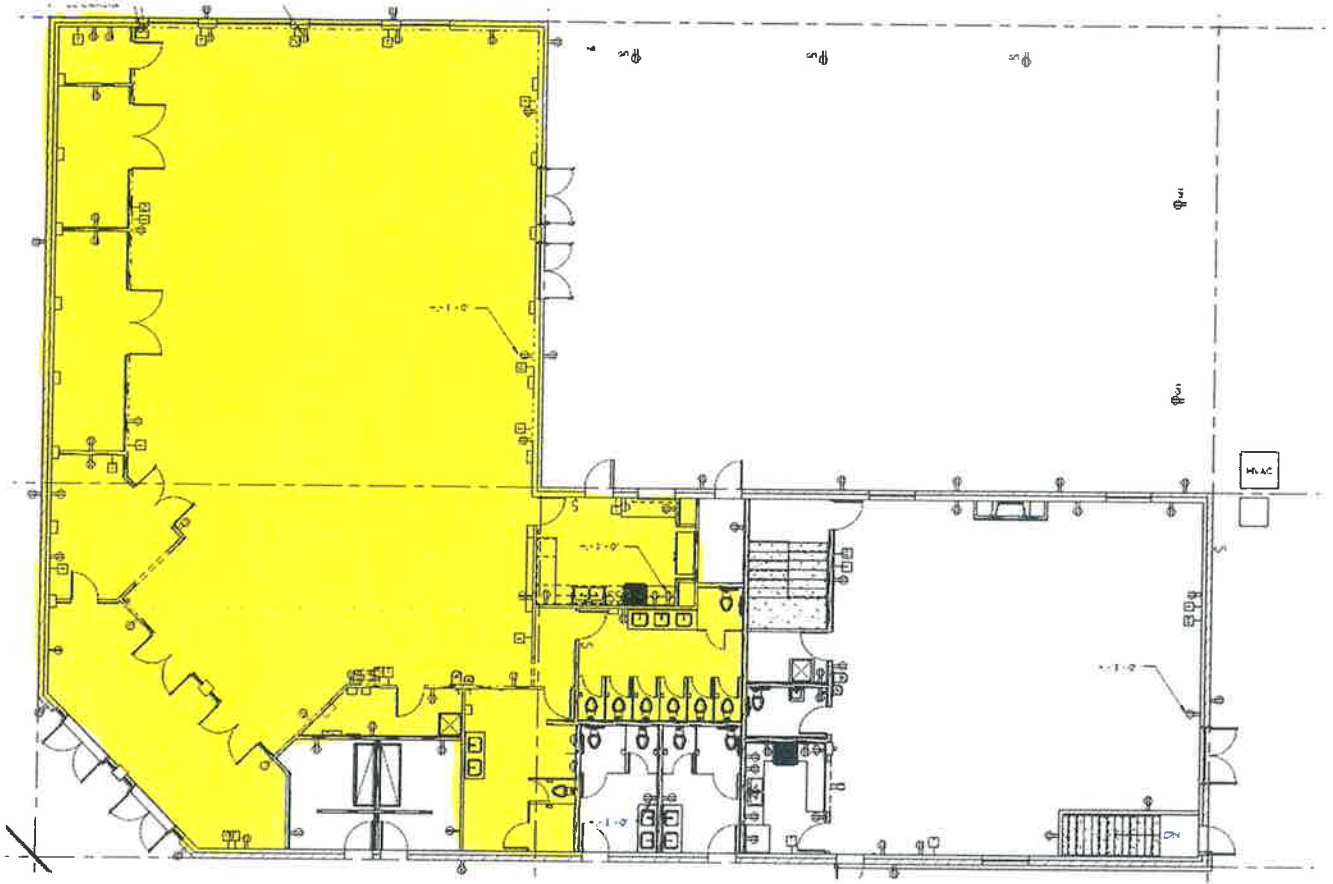


EXHIBIT B

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 Fiber optic 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
A	Dust, wipe, spot clean to include:				
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	Bathrooms (both public and staff) to include:				
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
C	Floors to include:				
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
D	Waste removal to include:				
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 8th, 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: _____

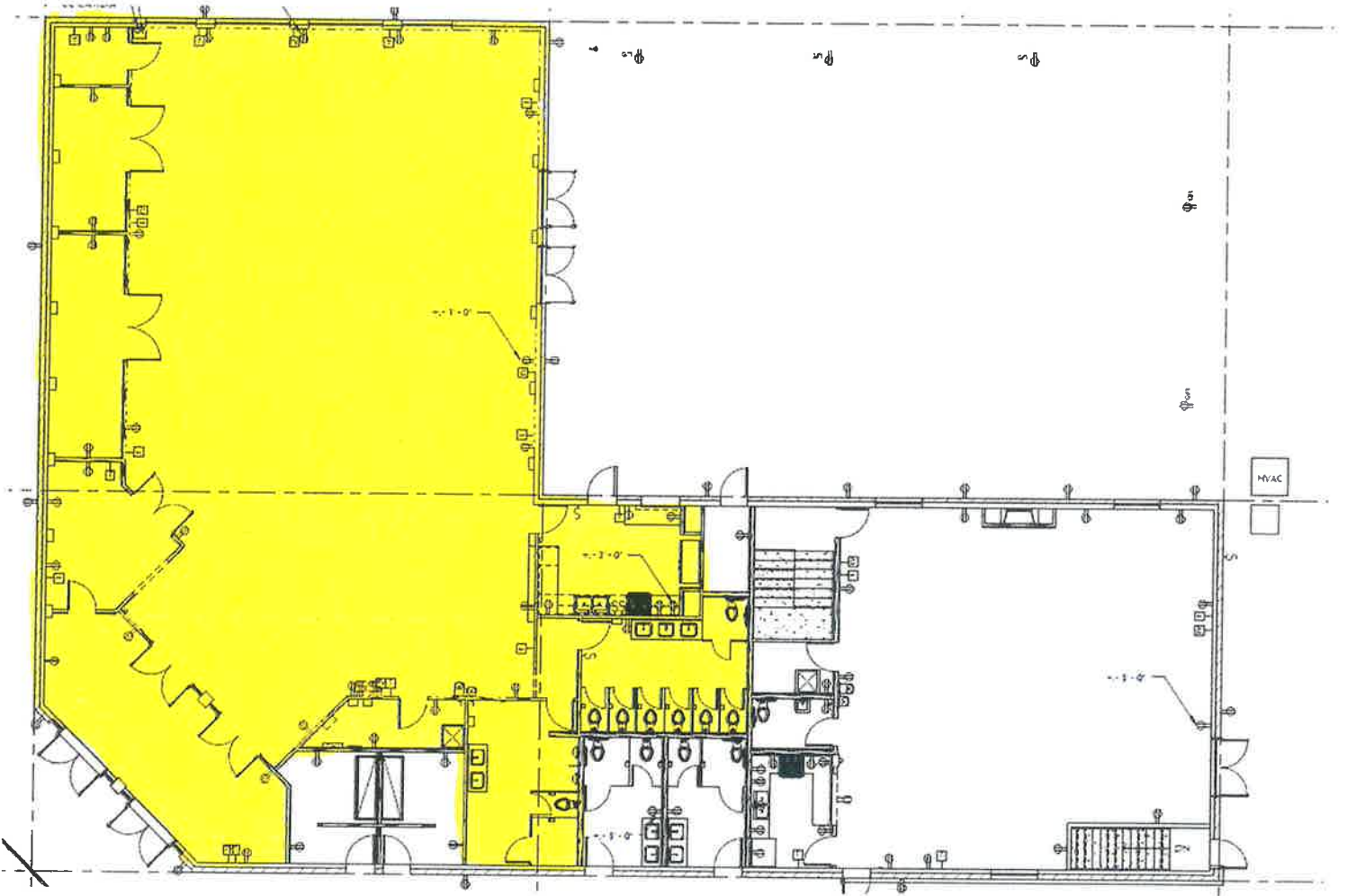
Barbara Walters, Executive Director

By: _____

Date: _____

Date: _____

EXHIBIT A



Staff Summary

Date: April 17, 2024
To: City Council
From: Steve Croci, Director of Operations
RE: Ordinance No. 1327 amending codes regarding Recreation Vehicle Park land use permit process, standards, and regulations

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:

MOVE to adopt Ordinance No. 1327 amending codes regarding Recreation Vehicle Park land use permit process, standards, and regulations.

ORDINANCE NO. 1327

AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, AMENDING PORTIONS OF SECTION 17.18.020 (DISTRICT USE CHART) AND CHAPTER 17.52 OF THE CASHMERE MUNICIPAL CODE TO AMEND AND UPDATE THE RECREATIONAL VEHICLE PARK LAND USE PERMIT PROCESS, STANDARDS AND REGULATIONS, INCLUDING A SEVERABILITY PROVISION, AND SETTING AN EFFECTIVE DATE.

WHEREAS, section 17.18.020 of the Cashmere Municipal Code (CMC) sets forth the district use chart for all zoning districts in the City of Cashmere (“City”); and

WHEREAS, Chapter 17.52 CMC establishes the regulations for siting and operating recreational vehicle (“RV”) parks in the City; and

WHEREAS, the City staff recommended amending the recreational use section of the district use chart (Section 17.18.020 CMC) to remove the RV park use from the single family zoning district and correct the land use permit application process to require a Conditional Use Permit (CUP), rather than a Planned Unit Development (PUD), to establish the RV park use in the public and commercial-light industrial zones; and

WHEREAS, the City staff further recommend amending Chapter 17.54 CMC to clarify and confirm that use of Conditional Use Permit (rather than a planned development) is the correct land use review and approval process for an application for RV park and to amend performance standards that relate to the health, safety, and welfare of the park occupants; and

WHEREAS, the City Council and City Planning Commission have studied the proposed revisions to the recreational vehicle (RV) park regulations (intended to clarify and correct the review and approval process and to ensure the health, safety, and welfare of the park occupants) along with the proposed amendments to the district use chart (intended to clarify the permitting process and zoning districts in which the use is allowed); and

WHEREAS, on April 1, 2024, the Planning Commission held a duly noticed public hearing to consider the amendments to Title 17 of the Cashmere Municipal Code as set forth in this Ordinance; and

WHEREAS, following the public hearing, the City Planning Commission adopted findings and made a recommendation to the City Council to approve the amendments to Title 17 as set forth in this Ordinance; and

WHEREAS, an integrated 60-day state agency and environmental review process was conducted pursuant to the provisions of the Growth Management Act (RCW 36.70A.106), the State Environmental Policy Act, and Washington Administrative Code Chapter 197-11, which review process expired without comment; and

WHEREAS, the City Council has considered the recommendation of the Planning Commission and concurs with the recommendation of the Planning Commission and finds that adoption of this Ordinance is in the best interest of public health, safety, and welfare of the citizens of the City of Cashmere; now therefore,

THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. Section 17.18.020 of the Cashmere Municipal Code, regarding recreational uses, is hereby amended to read as follows:

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
Recreational Uses								
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

	SF	SR	AR	MF	P	DB	C/LI	WI
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)		PUD		PRM	CUP		PUD CUP	
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

Section 2. Chapter 17.52 of the Cashmere Municipal Code is hereby amended to read as follows:

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.

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 [Conditional Use Permit \(CUP\)](#) ~~planned unit development approval and a recreational vehicle park license~~ from the city of Cashmere.

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.

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 [Conditional Use Permit \(CUP\)](#) ~~planned unit development~~ approval is obtained in accordance with the applicable provisions of the CMC.

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

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: ~~each travel lane shall be 11 feet in width~~ [a 20 foot travel lane](#).

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; 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 a 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.

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. 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.

~~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.~~

Section 3. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

[The remainder of this page left blank intentionally]

Section 4. This Ordinance shall take effect and be in full force five (5) days after this Ordinance or a summary thereof consisting of the title is published.

APPROVED:

MAYOR JAMES FLETCHER

ATTEST/AUTHENTICATED:

CITY CLERK, KAY JONES

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

/s/ Julie K. Norton

JULIE K. NORTON

PASSED BY THE CITY COUNCIL:	4/22/24
PUBLISHED:	5/01/24
EFFECTIVE DATE:	5/06/24
ORDINANCE NO.	1327

Staff Summary

Date: April 17, 2024
To: City Council
From: Steve Croci, Director of Operations
RE: Selection of contractor for the Emergency Generator Improvements

The City requested MRSC Small Works Roster bids to install quick connects for an emergency generator at five location for the water and wastewater systems. The City received nine bids. Orange Electric was the low bidder at \$129,721.20.

Total Bid Amount	Business Name
\$129,721.20	Orange Electric
\$200,185.53	Schmitt Electric
\$177,486.57	Salcido Connection
\$202,335.38	Legacy
\$192,183.00	Midland Electric
\$159,348.00	Farmers
\$168,746.28	Henden Electric
\$185,862.12	Veca
\$205,960.00	City Electric
\$160,000.00	Engineer's Estimate

Staff Recommendation:

MOVE to approve the selection of Orange Electric as the contractor for the Emergency Generator Improvements and authorize the mayor to sign documents.

Staff Summary

Date: April 18,2024
To: City Council
From: Director of Operations Steve Croci
RE: Riverside Center HVAC Rehabilitation – Change Order 1

This change order for the Riverside Center HVAC system rehabilitation is to add an economizer. An economizer is a part of a building's cooling system that uses cool outdoor air to cool the building instead of operating the air conditioning compressor. The economizer from the old HVAC system is not compatible with new air handler. The cost is \$2,374.26.

Staff Recommendation:

MOVE to approve change order 1 for the Riverside Center HVAC system rehabilitation and authorize the mayor to sign documents.

NORTH CASCADES HEATING & AIR CONDITIONING, Inc. - COST BREAKDOWN

PROJECT:
ESTIMATE NO: 1 Mixing Box controls (Economizer)
FIELD ORDER NO:

DATE: 4/10/2024
PAGE: 1

ESTIMATOR: Terry

	DESCRIPTION	Quantity	Unit	Regular Material		Quoted Material		Manhours		Total \$
				Cost	Extension	Cost	Extension	MH/Unit	Hours	
1	Bellmo Zip Economizer control	1		\$1,075.00	\$1,075.00		\$0.00		2.00	\$1,305.00
2	Actuator kits	1		\$372.00	\$372.00		\$0.00		2.00	\$602.00
3					\$0.00		\$0.00		0.00	\$0.00
4					\$0.00		\$0.00		0.00	\$0.00
5					\$0.00		\$0.00		0.00	\$0.00
6					\$0.00		\$0.00		0.00	\$0.00
7					\$0.00		\$0.00		0.00	\$0.00
8					\$0.00		\$0.00		0.00	\$0.00
9					\$0.00		\$0.00		0.00	\$0.00
10					\$0.00		\$0.00		0.00	\$0.00
11					\$0.00		\$0.00		0.00	\$0.00
12					\$0.00		\$0.00		0.00	\$0.00
13					\$0.00		\$0.00		0.00	\$0.00
14					\$0.00		\$0.00		0.00	\$0.00
15					\$0.00		\$0.00		0.00	\$0.00
16					\$0.00		\$0.00		0.00	\$0.00
17					\$0.00		\$0.00		0.00	\$0.00
18					\$0.00		\$0.00		0.00	\$0.00
19					\$0.00		\$0.00		0.00	\$0.00
20					\$0.00		\$0.00		0.00	\$0.00
21					\$0.00		\$0.00		0.00	\$0.00
22					\$0.00		\$0.00		0.00	\$0.00
23					\$0.00		\$0.00		0.00	\$0.00
24					\$0.00		\$0.00		0.00	\$0.00
25					\$0.00		\$0.00		0.00	\$0.00
26					\$0.00		\$0.00		0.00	\$0.00
27					\$0.00		\$0.00		0.00	\$0.00
28					\$0.00		\$0.00		0.00	\$0.00
29	CARTAGE - DELIVERY - FUEL		Lot		\$0.00		\$0.00		0.00	\$0.00
30	DETAILING		Lot		\$0.00		\$0.00		0.00	\$0.00
31					\$0.00		\$0.00		0.00	\$0.00
32					\$0.00		\$0.00		0.00	\$0.00
33					\$0.00		\$0.00		0.00	\$0.00
34					\$0.00		\$0.00		0.00	\$0.00
35					\$0.00		\$0.00		0.00	\$0.00

Subtotal This Page	=====>		\$1,447.00	\$0.00	4.00	\$1,907.00
% Field Order Price Adjustment	=====>	0 %	\$0.00		0.00	\$0.00
Labor Rate	=====>		\$115.00			
Total This Page	=====>		\$1,447.00	\$0.00	4.00	\$1,907.00

	Labor Cost
STRAIGHT TIME	\$460
PREMIUM TIME	\$0
TRAVEL	\$0
SUBSTANCE	\$0

Overhead	10.00 %
+Profit	10.00 %
=% Margin	21.00 %

	Total Cost	Percent Margin	Margin	Total
TOTAL LABOR	\$460.00	21.00 %	\$96.60	\$556.60
DIRECT SUPERVISION, PROCESSING	5% of Labor Cost	21.00 %	\$4.83	\$27.83
TOOL RENTAL & EXPENDITURES	3% of Labor Cost	21.00 %	\$2.90	\$16.70
LIABILITY INSURANCE	4% of Labor Cost	21.00 %	\$3.86	\$22.26
REGULAR MATERIAL	\$1,447.00	21.00 %	\$303.87	\$1,750.87
QUOTED MATERIAL	\$0.00	21.00 %	\$0.00	\$0.00
SUB BIDS	\$0.00	21.00 %	\$0.00	\$0.00
OTHER	\$0.00	21.00 %	\$0.00	\$0.00
SUB TOTAL	\$1,962.20		\$412.06	\$2,374.26

PERMITS	\$0.00
TAXES	\$0.00
BOND	\$0.00

Grand Total	\$2,374.26
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Staff Summary

Date: April 18,2024

To: City Council

From: Director of Operations Steve Croci

RE: W & C Out of Scope Services – UV System Refurbishment at WWTP

Ultraviolet (UV) disinfection lights are one of the final treatment processes at the WWTP and are essential to eliminate or inactivate microorganisms before the treated water leaves the facility. The UV lights need to be replaced occasionally. The out-of-scope service is to replace the UV lights and additional components to keep the UV system operating properly. The estimated cost is \$41,927.66.

Staff Recommendation:

MOVE to approve the out-of-scope services for the UV system refurbishment and authorize the mayor to sign documents.

Contingency or Out of Scope Work Authorization Form



To: Steve Croci, City of Cashmere

Proposed by: Chris McMahon

Date: 04/17/2024

Project:

OOS - UV refurbishment

Description:

Ultraviolet (UV) disinfection lights are one of the final treatment processes at the WWTP and are essential to eliminate or inactivate microorganisms before the treated water leaves the facility. While UV lights are effective in this purpose, they do have a limited lifespan and routine replacement of components is necessary to maintain efficiency.

Over time the lights output **decreases** in intensity and the effectiveness of the treatment process is reduced. The manufacturer **recommends** replacement of UV bulbs after 12,000 hours of operation. The last time components were ordered for the system and many lights were replaced was in May – June 2022. At that time approximately half the lights were replaced.

The continued effectiveness of this treatment system is required to meet discharge permit requirements for fecal coliform.

This order is sufficient components to replace half of the lights and correct other minor issues with the automatic cleaning system and computer hardware.

Trojan Technologies is the manufacturer of the UV system and provides high quality replacement components for the system.

Cost:

1. Parts:
 - a. \$11,756.63 24 UV Lamps
 - b. \$4,068.9 6 Lamp Sleeves
 - c. \$15,863.91 12 Lamp Driver Kit
 - d. \$1,425.03 4 Module Board Kit
 - e. \$1,248.12 3 Seal Kit
2. Subcontractor:
 - a. \$5,568.51 One technician, two days onsite

SUBTOTAL: \$39,931.10
OOS Fixed Fee: \$1996.56

TOTAL: \$41,927.66



Upon your signing of this memo in the space below, we will promptly proceed with the OOS UV refurbishment project.

For the City of Cashmere:

Name:

Date:

Steve Croci
Director of Operations
City of Cashmere



QUOTATION

QO0011814

TROJAN TECHNOLOGIES
 3020 GORE ROAD
 LONDON, ON N5V 4T7
 CANADA
 T. 519-457-3400
 www.trojantechnologies.com

Sold to
CASHMERE WWTP
101 WOODRING ST
Cashmere WA 98815-1034
UNITED STATES

Ship to
CASHMERE WWTP
101 WOODRING ST
Cashmere WA 98815-1034
UNITED STATES

Customer Service Contact: tuvcustomerservice@trojantechnologies.com

Payment Terms	: 0% / 00 / 30 net	Internal Sales Rep	: Graham Shuee
Delivery Terms	:	Customer No.	: 100003124
Carrier/LSP	:	Reference	:
		Quote Date	: 04-15-2024
		Quote Expiry Date	: 06-15-2024

Line	Project Item Description	Quantity	Price Discount %	EA	Unit Net Price Net Amount	Tax Rate Tax Amount	Amount
10	794447-ORD LAMP P, GA64T6HE ANGLE BASE	24.00	451.90/	EA	451.90 10,845.60	8.40% 911.03	11,756.63
20	316136-004 SLEEVE, QTZ UV3+ 28x25x1958	6.00	625.60/	EA	625.60 3,753.60	8.40% 315.30	4,068.90
30	917341-100 LAMP DRIVER KIT,SMD W/PLS EC	12.00	1,219.55/	EA	1,219.55 14,634.60	8.40% 1229.31	15,863.91
40	914385 MODULE BOARD KIT, UV3+ G2	4.00	328.65/	EA	328.65 1,314.60	8.40% 110.43	1,425.03
50	327122-010 SEAL KIT, UV3+07 CAN 010 BULK	3.00	383.80/	EA	383.80 1,151.40	8.40% 96.72	1,248.12
60	FREIGHT FREIGHT & HANDLING **FREIGHT EXTRA**	1.00	/	EA	0.00 0.00	0.00% 0.00	0.00
70	SERVEXP SERVICES EXPENSES **ONE TECHNICIAN ONSITE FOR 2 DAYS** **LAMP/SLEEVE/WIPER CHANGE OUTS** **LAMP AND BALLAST ALARMS**	1.00	5,137.00/	EA	5,137.00 5,137.00	8.40% 431.51	5,568.51

Goods	31,699.80	Discount	0.00	Tax Amount	Total USD
Costs	5,137.00	Subtotal	36,836.80	3,094.30	39,931.10



QUOTATION
QO0011814

TROJAN TECHNOLOGIES
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LONDON, ON N5V 4T7
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