



## City of Cashmere

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CASHMERE CITY COUNCIL MEETING  
MONDAY, SEPTEMBER 12, 2011 7:00 P.M., CITY HALL

### AGENDA

#### CALL TO ORDER

#### FLAG SALUTE

#### EXCUSE ABSENCE

#### ANNOUNCEMENTS & INFORMATION

- Financial Report for August

#### PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

#### APPROVAL OF AGENDA

#### CONSENT AGENDA

1. Minutes of August 22, 2011 Regular City Council Meeting
2. Payroll and Claims Packet Dated August 22, 2011

#### BUSINESS ITEMS

3. Public Hearing on proposed amendments to Chapter 17.60 Signs
4. Public Hearing to consider vacating a portion of Foster Street

#### PROGRESS REPORTS

- Update on projects

#### ADJOURNMENT

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR.  
PLEASE 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 AUGUST 22, 2011 AT CASHMERE CITY HALL

OPENING

Mayor Irle opened the regular city council meeting at 7:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Gordon Irle	
Council:	Jim Fletcher Donna Wynne Debbie Knutsen Jeff Gomes	Skip Moore
Staff:	Bob Schmidt, Dir. of Operations Kay Jones, City Clerk-Treasurer Mark Botello, Dir. of Planning/Building	

FLAG SALUTE

EXCUSED ABSENCES

MOVED by Councilor Fletcher and seconded by Councilor Knutsen to excuse the absence of Councilor Skip Moore. Motion carried.

ANNOUNCEMENTS & INFORMATION

Director Bob Schmidt reported that the Sunset Bridge project is coming along. The wastewater line on the west side of the bridge is in.

PUBLIC COMMENT

DonnaLee Moore residing at 311 Fisher Street voiced a public safety concern regarding the Cashmere Park Apartments. Smoking is prohibited inside the apartments since the fire, but people are still smoking inside the building. A woman sits outside the building smoking while she is on oxygen. Ms. Moore believes this is unsafe and the Fire Chief should be notified.

APPROVAL OF AGENDA

The following items were requested to be added to the agenda; #6 Mission Avenue Change Order, #7 Port of Chelan property, and #8 Country Boys garbage service.

MOVED by Councilor Knutsen and seconded by Councilor Fletcher to approve the agenda as amended with the three additional items. Motion carried.

CONSENT AGENDA

Minutes of August 8, 2011 Regular Study Session Meeting  
Minutes of August 8, 2011 Regular City Council Meeting

Payroll and Claims Packet Dated August 22, 2011

Claims Check Nos. 31218, 31220, 31222 through 31217 plus EFT 07/2011 totaling  
324,896.04

Set a Public Hearing on September 12, 2011 at 7:00 p.m. for proposed amendments to Chapter  
17.60 Signs

MOVED by Councilor Knutsen and seconded by Councilor Gomes to approve the items on the  
consent agenda. Motion carried.

#### SUNSET PROJECT CHANGE ORDER NO. 1 FOR WATER UTILITIES

Director Schmidt informed the council that a 65 gallon per minute water leak was found when the water department put in a 2 inch jumper across the creek for the construction of the Sunset Bridge. The water loss is due to the water lines at the Mill Site property. A leak detection company could not locate the leaks because there was so much noise in the lines. They suspect there are several leaks. With this large of a leak there is not enough volume to meet fire flow for the three hydrants on Mill Road.

Director Schmidt recommended a change order on the Sunset Highway project to include an 8 inch water main across the Port's property. The Sunset Highway project includes replacing the water main on Sunset Highway with a sixteen inch water main that extends to Port's entrance. Director Schmidt is recommending that the City put in an 8 inch water main that connects to the sixteen inch main at the entrance and crosses the Ports property to Mill Road. The eight inch main would ensure fire flow and allow new service lines to be connected and would eliminate the leaks.

The consensus of the council was to move forward with the final plan and estimates for the change order for action at a following meeting.

#### MISSION PROJECT CHANGE ORDER NO. 1 FOR ADDITIONAL DAYS AND PAVING ON WOODRING

At the previous meeting the City Council approved a request from the contractor for three additional days to complete the project. The City Council would like to extent the project to include the short portion of roadway on Woodring Street in front of City Hall, so in exchange for the three additional days the contractor will saw-cut and remove the remaining concrete in front of City Hall to the Fire Station at no charge. The City's engineer Erik Howe estimated that it would cost the City \$15,000 for the rock-base, asphalt and labor associated with the installation of those items. The City Council approved increasing the cost of the contract to \$440,000.

City Engineer Erik Howe informed the council that after negotiating with the contractor the lowest he could get the contractor to was \$444,175 plus an additional 5 days on top of the three days already approved to complete the project.

MOVED by Councilor Fletcher and seconded by Councilor Wynn to approve the change order increasing the contract to \$444,175 and adding an additional eight days to the contract. Motion carried.

#### PORT OF CHELAN PROPERTY

Councilor Fletcher recommended that the City send the Chelan County Port District a letter of appreciation for what they have invested in the property on Sunset Highway and thanking them for restoring the Mill Site into usable property for new or expanding businesses and for partnering with the City to complete the

Sunset Highway project from Division Street out to the entrance of the Port's property. Director Mark Botello can present the letter at the Port's Public Hearing on Wednesday, August 24.

COUNTRY BOYS GARBAGE SERVICE

The City received a letter from Crossland Law Office on behalf of the owners of Country Boys. The letter is requesting that Country Boys be allowed to contract with Waste Management for garbage services. Director Schmidt stated that Waste Management has a declining rate; the larger the volume of garbage the lower the rate of disposal per yard.

In October the council will be evaluating the Sanitation Department budget to see how the automated system is working. They will also be discussing rates to determine if they need any adjustments. Crossland Law Office and Country Boys will be notified.

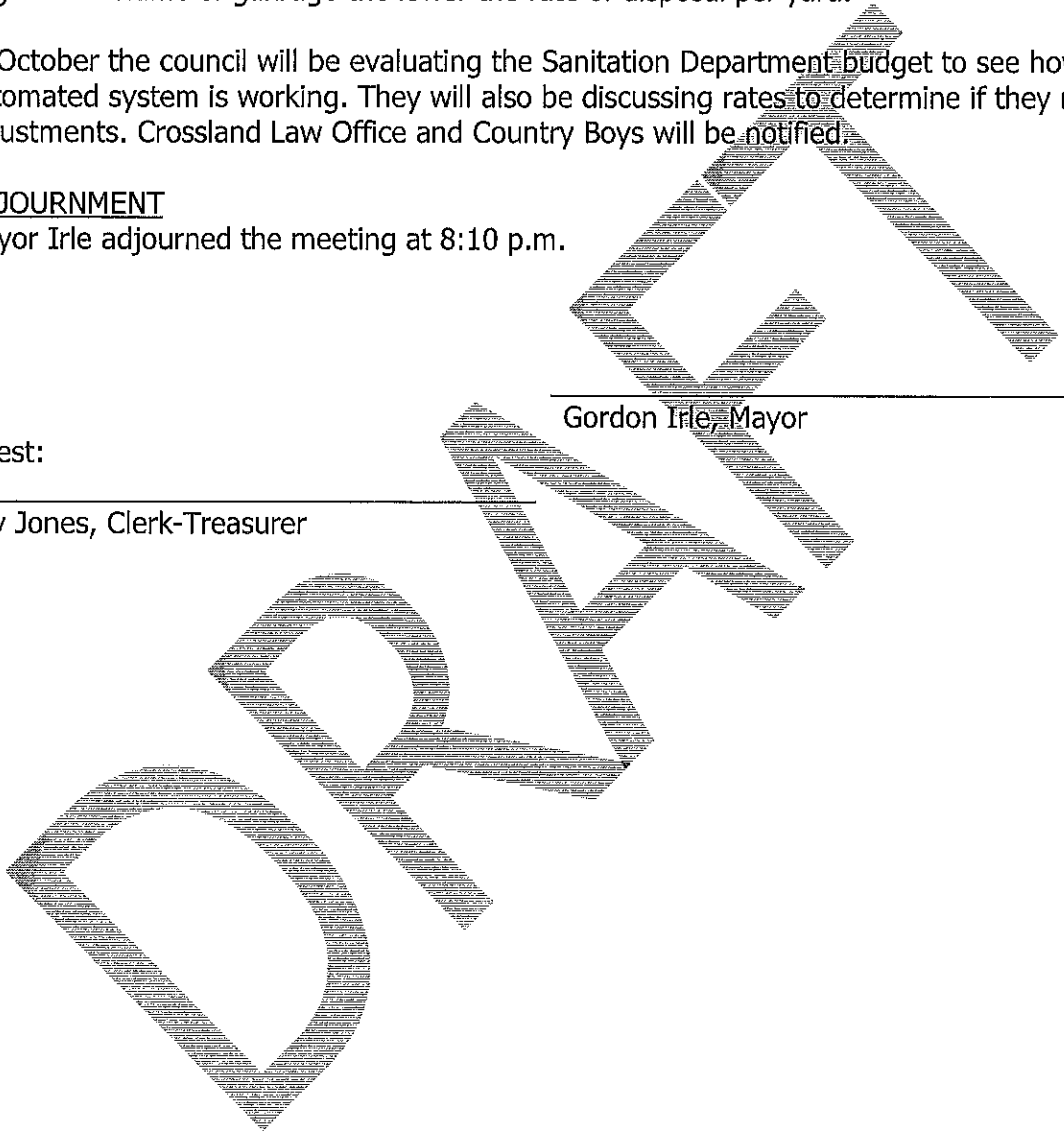
ADJOURNMENT

Mayor Irle adjourned the meeting at 8:10 p.m.

\_\_\_\_\_  
Gordon Irle, Mayor

Attest:

\_\_\_\_\_  
Kay Jones, Clerk-Treasurer



# Staff Summary

**Date:** September 12, 2011  
**To:** Cashmere City Council  
Mayor Irle  
**From:** Mark Botello  
**RE:** Public Hearing on proposed amendments to Chapter 17.60 Signs

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Please see attached proposed Title 17- "Sign" code amendments. Staff will go over the proposed amendments in detail at the Council meeting.

## Chapter 17.60

### SIGNS

#### Sections:

- 17.60.010 Statement of purpose.
- 17.60.020 Definitions.
- 17.60.030 General regulations.
- 17.60.040 Sign categories.
- 17.60.050 Specific sign regulations.
- 17.60.060 Nonconforming sign provisions.
- 17.60.070 Administration and enforcement.

#### **17.60.010 Statement of purpose.**

The purpose of this chapter is to accommodate and promote sign placement consistent with the character and intent of individual zoning districts and the comprehensive plan by providing minimum standards to safeguard life, health, and visual quality. This is accomplished by regulating and controlling the number, size, design, construction and location of all signs and sign structures. This chapter is further intended to preserve and improve the appearance of the city of Cashmere as a place to live and to promote trade and tourism in the community. It encourages sound signing practices as an aid to communication, business and public information dissemination. (Ord. 1097 § 1, 2007; Ord. 1082 § 1, 2006).

#### **17.60.020 Definitions.**

For purposes of this chapter, the following terms, phrases, words and their derivatives shall be defined as specified in this section:

A. "Abandoned sign" is a sign that represents or displays any reference to a business or use which has been discontinued for more than six months or for which no valid business license is in effect in the city, or any sign which pertains to any occupant, business or event unrelated to the present occupant or use.

B. "Alteration of sign" is any construction material, size, ~~name, wording~~ or location change to an existing sign, except for normal maintenance.

C. "Area" or "sign area" is the total area of a sign excluding the sign support structure. The area is calculated by measuring from the outside edge of the frame. For calculating the area of a double-faced sign, only one side of the sign is to be used. Architectural embellishments and decorative features which contain no written or advertising copy, which are not illuminated and which contain no logos or trademarks shall not be included in the sign area. Signs painted on or attached to a wall or awning are calculated by imaginary straight lines around the entire copy or grouping of letters, words, or symbols, using a maximum of eight lines.

D. "Awning" is an overhead shelter, supported entirely from the exterior walls of a building composed of a rigid supporting framework and a flexible or nonrigid covering.

E. "Building face" is the exposed ~~building front or exposed~~ exterior wall, parallel and visible from the street, including windows and doors, of a building from the grade of the building to the eave line or parapet and the entire width of the building elevation.

F. "Building side" is a surface of a building that extends more or less perpendicularly from an observer standing in front of a building.

G. "Canopy" is a freestanding permanent roof-like structure composed of rigid materials providing protection from the elements that may have support columns and/or it may be supported in whole or in part by an adjacent structure.

H. "Commercial" is any activity carried on for financial gain.

I. "Community event" means a specific event sponsored by an organization or business that provides a function that benefits a wide range of the public. Examples of "community events" are: Founder's Day Festival activities, Cashmere School District activities, Cashmere Chamber activities, festivals held in city parks, food drives, charity events, service club events, entertainment and education events at public facilities, Apple Days events, museum events and Chelan County Fairgrounds events. "Community event" does not include those events that occur at a place of business including: product sales, business promotions, entertainment and activities designed for attracting sales for the benefit of that place of business.

J. "Drive-in restaurant" or "refreshment stand" is any place or premises used for sale, dispensing, or serving of food, refreshments, or beverages to customers in automobiles, including those establishments where customers may serve themselves and may eat or drink the food, refreshments, or beverages on the premises.

K. "Eave line" is the juncture of the roof and the perimeter wall of the structure.

L. "Erect" is to build, construct, alter, display, relocate, attach, hang, place, suspend, or affix any sign, and shall also include the painting of murals, window signs and wall signs.

M. "Freeway-oriented use" means any business or group of businesses that are located in a commercial and/or industrial zoning district that is within 500 feet of the centerline of the right-of-way of U.S. Highway 2/ State Route 97.

N. "Highway frontage" is property that abuts U.S. Highway 2/State Route 97 as designated by Washington State Department of Transportation.

O. "Historical site" or "historical structure" is any structure, or collection of structures, and their associated sites, deemed of importance to the history, architecture or culture of an area by an appropriate local, state or federal governmental jurisdiction. Included shall be structures on official national, state or local historic registers, ~~or official listings such as the National Register of Historic Places, the State Register of Historic Places, state points of historical interest, and registers or listings of historical or architecturally significant sites, places, historic districts, or landmarks as adopted by a certified local government.~~

P. "Material" is any wood, metal, plastic, glass, cloth, fabric, or any other substance used to construct a sign.

Q. "Multiple-building complex" is a group of structures housing two or more retail offices, or commercial uses sharing the same lot, access and/or parking facilities or coordinated site plan.

R. "Multiple-tenant building" is a single structure housing two or more retail, office or commercial uses.

S. "Normal maintenance" means to restore a sign to a state comparable to its original condition ~~within a reasonable period after decay or partial destruction~~, except where repair involves a total replacement.

T. "Public entity" is a state, county, district, public authority, or public agency.

U. "Repair" is to renew, refresh or restore to sound condition, but does not include a total replacement.

V. "Sign," in the singular or plural, means any communication device, structure or fixture using letters, symbols, trademarks, logos or written copy that is intended to aid the establishment, and/or to promote the sale of products, goods, services, or events. The term "sign" does not

include stock in trade on display and available for sale. The term “sign” includes, without limitation, the following types of signs:

1. “Accessory commercial sign” includes, but is not limited to, open/closed signs, bank/credit card signs, travel club signs, welcome signs and vacancy/no vacancy signs; provided, that the sign does not advertise any business or product.

2. “Animated sign” means any sign that includes the optical illusion of action or motion or color changes of all or any part of the sign facing to show or give the appearance of video or television-type pictures.

3. “Awning sign” is a sign applied to or incorporated into the covering of an awning. An awning sign shall be considered a wall sign for the purposes of this chapter.

4. “Banner sign” is a sign intended to be wall mounted, or hung between two or more objects, with or without a frame, possessing characters, letters, illustrations, or ornamentations applied to cloth, fabric, vinyl, cardboard or other nonrigid material. A banner sign does not include flags, insignias, awning signs or posters. A banner sign shall be considered a temporary sign.

5. “Bench sign” is a sign located on any part of the surface of a bench or seat placed on or adjacent to a public right-of-way.

6. “Booster club sign” is a sign located on Cashmere School District property that has been authorized by the Cashmere High School Booster Club, advertising a ‘Cashmere Booster Club Member’, ~~advertising a business that is located within the Cashmere School District, and annotated as a “Cashmere Booster Club Member.”~~

7. “Canopy sign” is a sign applied to or incorporated into a canopy. A canopy sign shall be considered a wall sign for the purposes of this chapter.

8. “Changing message center sign” or “electronic readerboard (Tri-Vision sign)” means an electronically controlled sign where different automatically changing messages, graphics or symbols are shown on the lamp bank or screen. This definition does not include time and temperature displays.

9. “Commemorative plaque” is a memorial plaque or plate, with engraved or cast lettering, which is permanently affixed to or near the structure or object it is intended to commemorate.

10. “Community bulletin board” is a sign associated with a government or municipal ~~building entity~~ that provides an area for temporary signs/announcements of general public interest (not including commercial sales and/or services) in a centralized location, the use of which is determined by each public or semipublic entity providing the bulletin board sign.

11. “Construction sign” is a sign on the site of a construction project that identifies the project, its character or purpose and/or the architects, engineers, planners, contractors, or other individuals or firms involved.

12. “Directional/incidental sign” means signs indicating entrances, exits, service areas, loading only and parking areas, and that do not contain advertising or promotional information.

13. “Directory sign” is a sign on which the names and locations of occupants, or the use or uses, of a building are given.

14. “Flashing sign” is a sign or other advertising structure, or portions thereof, having lights or illuminations that flash, move, rotate, scintillate, blink, flicker, vary in intensity or color, or use intermittent electrical pulsations, except for time and temperature signs.

15. “Freestanding sign” is a sign permanently supported from the ground in a fixed location by a structure of poles, uprights, and not supported by nor attached to a building. All portions of such sign shall be located on the business property.



16. "Freeway-oriented sign" means a sign that is associated with a "freeway-oriented use," as defined herein, and that is designed to be viewed primarily from U.S. Highway 2/State Route 97.

17. "Informational sign" means a sign within a multiple business property indicating only the name of a particular use and the direction in which it is located.

18. "Illegal sign" means a sign that has not been legally authorized by the city in accordance with this chapter, and/or does not meet the minimum criteria necessary to be considered a legal nonconforming sign.

19. "Illuminated sign" means an electric sign or other sign employing the use of lighting sources for the purpose of decorating, outlining, accentuating or brightening the sign area.

a. "Indirectly illuminated signs" are signs that are illuminated from an external source that may or may not be attached to the sign.

b. "Internally illuminated signs" are signs where the source of illumination is inside the sign and light emanates through the message of the sign, rather than being reflected off the surface of the sign from an external source.

~~c. "Gas discharge signs" (commonly referred to as neon) are signs that are illuminated by the electrification of ionized gas.~~

20. "Integral sign" is a memorial sign, tablet, name or date of erection of a building when cut into any masonry surface or when constructed of bronze or other incombustible material mounted on the face of a building.

21. "Kiosk" is a small structure, owned by a public entity, with one or more open sides, that is used to advertise local public and community events.

22. "Logo sign" is a sign bearing characters, letters, symbols, or characteristic design which, through trademark status or consistent usage, has become the customary identification for a business.

23. "Menu sign" is a wall or freestanding sign that advertises the menu of a food and/ or beverage service establishment.

24. "Monument sign" means a sign permanently affixed to the ground by a wide, solid base that is nearly the same width as the sign face.

25. "Moving sign" is a sign or other advertising structure having visible moving, revolving or rotating parts or visible mechanical movement of any kind or other apparent visible movement achieved by any means, except for street clocks and time and temperature signs.

26. "Neighborhood/subdivision sign" means a sign erected for the sole purpose of identifying a neighborhood and/or subdivision.

27. "Nonconforming sign" means a sign that was legally installed under laws or ordinances in effect prior to the effective date of the ordinance codified in this chapter or subsequent revisions, but that is in conflict with the current provisions of this chapter. Abandoned signs shall not be considered a nonconforming sign.

28. "Off-premises sign" or "billboard sign" is a sign which directs attention to a business, profession, product, activity or service which is not conducted, sold or offered on the premises where the sign is located.

29. "Off-premise directional signage" associated with U.S. Highway 2/State Route 97 sign, which directs attention to a business, profession, product, activity, or service, which is not conducted, sold or offered on the premises where the sign is located.

30. "Pennants" or "streamers" are long tapering flags or strips of material used to attract attention to a business, place, or area.

31. "Permanent sign" is a sign or advertising display intended to be erected for more than 30 days that is typically painted on or permanently affixed to a building or the ground. Types of signs included in this category include but are not limited to: freestanding, monument, wall, window, canopy, and awning signs.

32. "Political sign" is a sign identifying or expressing a political candidate or viewpoint on public issues decided by ballot.

33. "Portable sign" is a sign, excluding sandwich board signs, that is capable of being moved easily and not permanently affixed to the ground, a structure or a building.

34. "Projecting sign" is a sign other than a wall sign that extends horizontally from a building or structure.

35. "Readerboard sign" is a sign face consisting of tracks to hold readily changeable letters allowing frequent changes of copy.

36. "Real estate sign" is a sign that advertises the real estate on which it is located for rent, lease, or sale.

37. "Residential sign" means any sign located in a residential district that identifies the occupants of a residence and that contains no commercial message.

38. "Roof sign" is a sign erected or constructed wholly upon or over the roof of any building and supported on the roof structure.

39. "Sandwich board sign" is a two-sided, portable sign that is no more than 48 inches in height and 30 inches in width and weighted to prevent it from tipping over.

40. "Suspended sign" is a sign that hangs below the permanent overhang or canopy extending over public or private sidewalks or rights-of-way.

41. "Temporary sign" is a sign or advertising display intended to be displayed for no more than 30 days per calendar year. Types of signs included in this category include but are not limited to: community events, grand opening, special sales and special events.

42. "Time and temperature" is that portion of a sign intended to display only the time of day and current temperature.

43. "Trailer sign" means any sign mounted on a vehicle and/or trailer for advertising or promotional purposes.

43. "Wall graphic" or "mural" is a painting or design applied directly to a wall or roof or building in which color and form are part of an overall design on the building. For the purposes of this code, wall graphics and/or murals do not contain any advertising and/or commercial content, including a business name, logo, etc.

44. "Wall sign" is a sign painted, attached to or erected against and parallel to the wall plane of a building or structure. A wall sign shall be confined within the limits of said wall and shall not extend more than 12 inches from the face of the wall. ~~Awning signs shall be considered wall signs for the purposes of this code.~~

45. "Window sign" means any sign placed upon or painted on the interior or exterior surface of a window or placed inside the window within three feet of the window surface, which faces the outside and which is intended to be seen primarily from the exterior.

W. "Sign height" is the vertical distance measured from the grade below the sign to the highest point of the sign.

X. "Wall plane" is that portion of a building face, which is contained on one general plane. If there is a shift in the facade forward or back, a new plane is created. A single wall plane may contain windows and doors. (Ord. 1097 § 1, 2007; Ord. 1082 § 1, 2006).

### **17.60.030 General regulations.**

All signs authorized herein shall comply with the following minimum standards:

A. All signs erected within the city of Cashmere shall ~~obtain~~ require a sign permit issued by the city, consistent with the provision of this title. ~~Signs that do not conform to the provisions of this chapter, except nonconforming and exempt signs as defined in this chapter, are unlawful and shall be removed within 90 days of the adoption of the ordinance codified in this chapter;~~

B. All signs governed by the provisions of this chapter shall comply with all adopted building, electrical, structural, etc., codes;

C. Only lawfully existing enterprises are allowed to utilize signs as listed herein;

D. All signs, together with their supports, braces and guys shall be maintained in a safe and secure manner, as determined by the city;

E. Nothing in this section shall prohibit the city from adopting special sign districts as part of a specific plan, redevelopment plan, planned unit development or the like when special sign provisions are necessary or appropriate to implement the comprehensive land use plan provisions and goals;

F. Of the temporary and permanent signs identified below, only the following signs shall be authorized in the residential zoning districts:

1. Community bulletin board signs;

2. Signs associated with an authorized home occupation and/or conditional use permit;

3. Neighborhood/subdivision signs, including those that identify an authorized multifamily and/or manufactured home complex;

G. A clear view triangle shall be maintained at all intersecting public or private streets, driveways, and/or curb cuts for ~~vision~~ traffic and pedestrian safety purposes based upon AASHTO guidelines from "A Policy on Geometric Design of Highways and Streets," 1990 Edition, as it now exists or may be hereafter amended, which are hereby adopted by this reference;

H. All freestanding and monument signs shall include, as part of their design, landscaped areas having a minimum of 50 square feet of planting area. The planting area shall be located around the base of the sign so as to prevent vehicles from hitting the sign, and to improve the overall appearance of the installation. Landscaping shall meet the minimum provisions established in CMC 17.56.040(D), Type IV: Open Landscaping;

I. Projecting, suspended, ~~freestanding~~, and awning signs shall maintain a minimum clearance of seven and one-half feet above the finished grade over pedestrian ways; and shall provide a minimum of 13.5 feet over vehicular ways;

J. Except for exempt signs as provided herein, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or structure;

K. Illumination from any sign shall be shaded, shielded, directed, or reduced so as to avoid undue brightness, glare, or reflection of light onto private or public property or rights-of-way in the surrounding area; and so as to avoid unreasonable distractions of pedestrians or motorists. Indirectly illuminated signs shall not project light from the light source across property lines, or directly towards traffic;

L. The following principles shall control the computation of sign area and sign height:

1. Area of Individual Signs. The area of a sign face (which is also the sign area of a wall sign or other sign with only one face) shall be computed by means of the smallest square, or circle, rectangle, triangle, or combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an

integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed; but not including the area encompassing the address of the property, any supporting framework, bracing, or decorative fence or wall that is clearly incidental to the display itself. If there is a space between letters or groups of letters (horizontally or vertically) of 24 inches or more, the area of each grouping shall be calculated separately using the above method. In the case of a mural incorporating commercial wording, the sign area shall include only the portion of the mural that contains the wording, circumscribed as set forth above;

2. Area of Multi-Faced Signs. The sign area shall be computed by adding together the area of all sign faces. When two identical sign faces are placed back-to-back or in opposition of 130 degrees or less, the sign area shall be computed by the measurement of one of the faces. No greater than two faces are permitted per freestanding sign. If the opposing faces of a sign are more than 130 degrees, both opposing faces shall be used in calculating sign size;

3. Height. The height of a sign shall be computed as the distance from the base of the sign at the average finished grade of the lot to the top of the highest attached component of the sign. In cases where the average finished grade cannot reasonably be determined, due to topographical irregularities or the property is improved with curbs and gutters, sign height shall be computed on the assumption that the elevation of the average finished grade at the sign is equal to the average elevation of the area surrounding the proposed sign location and for a distance of 50 feet in any direction of the proposed sign;

4. Where calculations herein are based on building and/or wall face, this shall include all window and door areas and shall be measured from the sidewalk or ground line to the building eave line or parapet;

M. Abandoned signs as defined in this chapter may be removed by the city and the cost of removal shall be paid by the owner of the sign and shall be a lien on the real estate from which the abandoned sign was removed subject to the same provisions for foreclosure of the lien as provided herein;

N. No sign of a private entity shall be erected and/or placed so as to encroach onto or into a public right-of-way, except traffic signs placed by the respective governing agency or as provided herein for suspended signs attached under canopy of the Cottage Avenue downtown area or sandwich board signs; except as provided herein for suspended signs attached under the canopy of the downtown area;

O. No signs shall be erected, placed, secured or hung in any manner on or between the posts of the canopy located in the downtown area or on city facilities or property;

P. In buildings with multiple tenants, it shall be the building owner's responsibility to apply for and obtain any sign permits, and to assign the allowed sign size and location between tenants to comply with the sign code;

~~Q. In general, each property is allowed one monument sign and one freestanding sign, provided the required setback can be met; and further provided, that except as allowed for freeway-oriented uses, only one monument or freestanding sign shall be located on a single street frontage. For multi-tenant buildings and/or property choosing to use a directory sign described below, said directory sign shall be either the monument or freestanding sign that is allowed as described herein. Where a freeway-oriented use chooses a freestanding freeway-oriented sign, an additional monument sign that complies with all monument sign requirements will be allowed on the property where traffic enters the business's parking area. Wall and window signs are regulated based on coverage of the building face as defined and described herein. (Ord. 1097 § 1, 2007; Ord. 1082 § 1, 2006).~~

**17.60.040 Sign categories.**

All signs are categorized into the following categories, as identified below and as determined by the city. The administrator shall determine the category of an undefined sign, based on similarities to signs that are defined herein.

A.Exempt Signs. These signs generally do not require a permit, provided they are consistent with the provisions of CMC 17.60.050(A), as determined by the city.

B.Prohibited Signs. These signs are not allowed under any circumstances.

C.Temporary. These signs are regulated in a consistent manner and may require a permit to be issued by the city, consistent with the general requirements of this chapter, including the specific provisions of CMC 17.60.050(B).

D.Permanent. These signs are regulated in a consistent manner and require a permit to be issued by the city, consistent with the general requirements of this chapter, including the specific provisions of CMC 17.60.050(C).

<b>Sign</b>	<b>Exempt</b>	<b>Temporary</b>	<b>Permanent</b>	<b>Prohibited</b>
Accessory commercial	X			
Animated				X
Awning			X	
Banner	X	<del>XX</del>		
Bench				X
Booster club sign	X		<del>XX</del>	
Building construction	X			
Canopy			X	
Changing message center or electronic reader board				X
Commemorative plaque	X			
Community bulletin board			X	
Community event	X	<del>XX</del>		
Directional/incidental	X			
Directory			X	
Flashing				X
Freestanding			X	
Freeway-oriented sign			X	
Home occupations/CUP in residential zones			X	
Informational			X	
Indirectly illuminated			X	
Integral	X			
Internally illuminated			X	
Logo			X	
Monument			X	
Moving				X
Neighborhood/subdivision signs			X	
Neon			X	
Off-premises/billboard				X
Off-premises directional signage associated with freeway oriented			X	

WSDOT approved signage				
Pennants/streamers		X		
Political	X			
Portable			X	
Projecting			X	
Readerboard			X	
Real estate	X			
Residential	X			
Roof				X
Sandwich board			X	
Suspended			X	
Time and temperature	X			
Wall graphic/mural	X			
Wall			X	
Window			X	

(Ord. 1097 § 1, 2007; Ord. 1082 § 1, 2006).

**17.60.050 Specific sign regulations.**

All permitted signs shall conform to the following standards:

A.Exempt Signs. The following signs are exempt, based on the requirements contained herein. Any sign exceeding the parameters of the following requirements are not considered exempt and shall be regulated as provided elsewhere in this code:

1.Noncommercial signs less than two square feet in area and bearing only property, numbers, postal box numbers or names of occupants of premises, flush-mounted on a primary structure;

2.A menu sign no greater than 10 square feet in area, flush-mounted on a primary structure; and provided, that the menu displayed is the same as that provided for the customers;

3.Mailbox signs on commercial mailboxes; provided, that the wording shall be limited to the name of the business or addressee, and shall consist of lettering one inch high or smaller;

4.Flags and insignia of any government, including the flags that are placed by the city of Cashmere on the Aplets Way and Cottage Avenue bridges;

5.Signs of a public or semipublic body, noncommercial in nature, including, without limitation, community service informational signs, public transit service signs, public utility information signs, traffic control signs and all signs erected by a public officer in the performance of a public duty. Traffic control signs must also meet requirements of “Manual on Uniform Traffic Control Devices”;

6.Integral, decorative or architectural features of buildings, except when such features include commercial wording, moving parts or moving lights;

7.Directionals/incidental signs; provided, that such signs shall not exceed six square feet in area, and meet requirements of “Manual on Uniform Traffic Control Devices”;

8.Commemorative plaques and integral signs with engraved lettering less than two inches in height;

9.Building construction signs; provided, that there is only one such sign per street frontage of a building; and provided, that the area of each sign shall not exceed 16 square feet in a

residential district and 32 square feet in other zoning districts and that all such signs shall be removed within 30 days of completion of the building;

10. Real estate signs; provided, that there is only one such sign per street frontage and that the area of the sign shall not exceed eight square feet in area, excluding wrought-iron work and the post;

11. Political signs, provided the area of individual signs shall not exceed eight square feet. Political signs are not allowed to be placed within any public right-of-way, and all such signs shall be removed not later than one week after the election;

12. Community bulletin board signs; provided, that only one such sign per block shall be allowed, that the bulletin board contains no direct advertising of products or services and shall not exceed 32 square feet in area;

~~13. Accessory commercial signs; provided, that such signs shall not exceed two square feet;~~

14. Yard/garage sale signs used to advertise private sales of used goods may be erected so long as they are not displayed for a period of longer than ~~five~~three consecutive days. The date of posting shall be clearly written on the sign or it shall be removed and discarded. Said signs shall not be affixed to any utility pole, city trees, street light pole or standard, canopy poles in the downtown area, traffic sign or traffic control device pole or standard;

15. Time and temperature signs are allowed as exempt signs in the commercial and industrial zones, notwithstanding the general prohibition on changing message center signs, provided they are accessory to a commercial use and do not interfere with safe vehicular and pedestrian traffic. These signs may only display numerical information in an easily ~~comprehensive~~comprehended manner and shall be kept accurate. They shall be part of another permanent sign, and they shall not exceed four square feet in area.

#### 15. Booster Club Signs.

i. Booster club signs shall be located on the fence that borders the west side of the Cashmere High School football field, but only that portion of the fence that parallels the Tigner Road centerline, or on the fence facing the high school baseball field;

ii. Each booster club sign shall be four feet in height and eight feet in width and constructed of a single sheet, one-quarter-inch thickness, alumalite or similar material;

iii. The back of the sign and the background of the sign face shall be colored with light earth tones or white;

iv. Each booster club sign shall be provided with a weatherproof finish so that the painted surface does not flake, peel or fade;

v. Booster club signs that deteriorate to a state of disrepair shall be refurbished or removed within 30 days' written notification from the city;

vi. Only one sign face shall be allowed content, and shall face Tigner Road;

vii. All booster club signs shall be located at the same height as measured from the top of the fence, and shall be evenly spaced between signs;

viii. If a business that a sign represents is discontinued, that sign shall be removed, and another booster club sign shall be put in its place to provide a contiguous, continuous display;

ix. Only one single row of signs shall be permitted on the fence;

x. Other than lighting from the existing street or school facilities, booster club signs shall not be illuminated in any way.

B. Temporary Signs. Temporary signs, as identified and defined herein, are allowed, subject to the following standards:

1. All temporary signs shall be securely affixed to the surface of a building wall or window, and shall not be affixed to any utility poles, city trees, street light pole or standard, canopy poles in the downtown area, traffic sign or traffic control device pole or standard;

2. All temporary signs shall have the date of initial posting clearly written on the face of the sign or they shall be immediately removed and discarded by the city;

3. All temporary signs shall comply with the general provisions required for permanent signs as described herein;

4. Community event temporary signs shall comply with the following additional standards:

a. Community event temporary signs may be up to 100 square feet per sign face in size;

~~b. Community event temporary signs may be mounted between existing street light standards or traffic control device pole or standard, provided said mounting shall be reviewed and approved by the city and done under the supervision of qualified city public works crew members;~~

c. Community event temporary signs may be displayed for up to 60 days prior to the community event, and shall be removed within 24 hours of the event completion;

5. Business sales and/or product event/ announcement temporary signs shall comply with the following additional standards:

a. Business sales and/or product event/announcement temporary signs shall not exceed ~~eightsixteen~~ sixteen square feet;

~~b. Business sales and/or product event/announcement temporary signs may be displayed for up to seven days prior to the event, and shall be removed within 24 hours of the event completion, provided each business sales and/or product event/announcement shall not be reposted for six months.~~

C. Permanent Signs. Permanent signs shall be subject to the following requirements:

1. Wall and Window Signs.

a. Wall signs shall not project above roof line;

b. Wall signs shall not extend more than 12 inches out from wall, and shall be mounted parallel with the building face;

c. Each wall and/or window sign, calculated together for any single building face, shall not exceed the percentages below: figures derived from the following schedule:

Building Face	Maximum Sign Surface Area Per Building Face
Below 100 sq. ft.	Up to 12 square feet.
<del>100 – 200</del> <u>100-150</u> sq. ft.	<del>Up to 20 square feet, not to exceed 10% of the building face.</del>
1,501 – 3,000 sq. ft.	<del>Up to 169 square feet, not to exceed 120% of the building face, and also provided that no combined signage shall exceed 300 square feet, and also provided that no single sign shall exceed 160 square feet.</del>
Over 3,001 sq. ft.	<del>Up to 214 square feet, not to exceed 120% of the building</del>



	face, and also provided that no combined signage shall exceed 600 square feet, and also provided that no single sign shall exceed 160 square feet.
--	--

## 2. Monument Signs.

- a. Each monument sign shall be no larger than 32 square feet;
- b. Each monument sign shall be no taller than 42 inches above street grade when located within the clear view triangle, and no taller than 72 inches above finished grade when located outside of the clear view triangle;
- c. Each monument sign shall be set back at least 10 feet from front, side and/or rear property lines;
- d. Only one monument sign is allowed on each property, including for multi-tenant buildings, ~~provided it is not~~ shall not be located on the same street frontage as an allowed freestanding sign.

## 3. Freestanding Signs.

- a. Each freestanding sign shall be no larger than 32 square feet;
- b. Each freestanding sign shall be no taller than 20 feet above the grade of the property or sidewalk, whichever is less;
- c. Each freestanding sign shall be set back at least 10 feet from front, side and/or rear property lines;
- d. Only one freestanding sign is allowed on each property, including for multi-tenant buildings, ~~provided it is not located on the same street frontage, as an allowed monument sign.~~

## 4. Suspended/Projecting Signs.

- a. Each suspended and/or projecting sign shall be no larger than six square feet, and shall be at least seven and one-half feet above the grade of the public sidewalk;
- b. Each suspended and/or projecting sign shall have at least two attachments to the building from which they ~~project~~ it projects and such other guy wires, chains, or cables as may be deemed necessary by the city;
- c. No guy wires shall be spread at an angle less than 25 degrees and shall be fastened with approved expansion bolts to a solid brick or stone wall or by machine screws in an iron building face, or by light screws if the building face is solid woodwork;
- d. Each projecting sign shall not project more than five feet from the building face for an individual business. The structure around or supporting the sign, such as wrought-iron work, shall not be included in the total sign area;
- e. Only one projecting sign shall be permitted per exterior building entrance.

## 5. Specific Sign Standards.

- a. Sandwich Board Signs.
  - i. Each sandwich board sign shall be no taller than 48 inches and no wider than 30 inches;
  - ii. Each sandwich board sign shall be properly anchored to ensure it does not tip over ~~and/or~~ blow away;
  - iii. Each sandwich board sign shall only be placed in front of the business it pertains to, and only during business hours;
  - iv. Only one sandwich board sign is allowed per business/use;

v.No sandwich board sign shall obstruct wheelchair ramps or in any other way obstruct pedestrian traffic.

b.Canopy Signs.

i.Only one suspended ~~and/or projecting~~ sign per business shall be allowed under a canopy, and in no case shall the size of the sign exceed four square feet;

ii.Any projecting sign located under the canopy shall be mounted perpendicular to the building face, ~~it shall be attached to the building~~ and in no case shall a ~~projecting canopy~~ sign be attached to the canopy posts;

iii.The lowest portion of any sign shall not be less than seven and one-half feet above the sidewalk;

iv.A suspended ~~and/or projecting~~ sign shall not be mounted such that any portion of said sign is closer than 12 inches to the street-side edge of the ~~gutter/curb~~;

v.All signs extending over any public right-of-way shall have at least two attachments to the ~~building from which they project~~canopy and such other guy wires, chains, or cables as may be deemed necessary by the city;

~~vi.No guy wires shall be spread at an angle less than 25 degrees and shall be fastened with approved expansion bolts to a solid brick or stone wall or by machine screws in an iron building face, or by light screws if the building face is solid woodwork.~~

~~e.Booster Club Signs.~~

~~i.Booster club signs shall be located on the fence that borders the west side of the Cashmere High School football field, but only that portion of the fence that parallels the Tigner Road centerline, or on the fence facing the high school baseball field;~~

~~ii.Each booster club sign shall be four feet in height and eight feet in width and constructed of a single sheet, one quarter inch thickness, alumalite or similar material;~~

~~iii.The back of the sign and the background of the sign face shall be colored with light earth tones or white;~~

~~iv.Each booster club sign shall be provided with a weatherproof finish so that the painted surface does not flake, peel or fade;~~

~~v.Booster club signs that deteriorate to a state of disrepair shall be refurbished or removed within 30 days' written notification from the city;~~

~~vi.Only one sign face shall be allowed content, and shall face Tigner Road;~~

~~vii.All booster club signs shall be located at the same height as measured from the top of the fence, and shall be evenly spaced between signs;~~

~~viii.If a business that a sign represents is discontinued, that sign shall be removed, and another booster club sign shall be put in its place to provide a contiguous, continuous display;~~

~~ix.Only one single row of signs shall be permitted on the fence;~~

~~x.Other than lighting from the existing street or football field lights, booster club signs shall not be illuminated in any way.~~

cd.Neighborhood/Subdivision Signs, Multifamily and/or Manufactured Home Complexes.

i.The above-listed signs shall identify the particular development at a street and/or development entrance;

ii.One monument sign, consistent with all provisions herein for monument signs, may be permitted per entrance from an access street to the property, provided the sign does not

exceed 20 square feet and is 36 inches or less in height, or as approved by the city at the time of preliminary subdivision approval or building permit approval;

iii. The sign ~~shall~~ may be indirectly illuminated and illumination shall be shielded to prevent glare visible from public rights-of-way and neighboring properties; no internal illumination is permitted;

iv. Such signs shall only give the name and street address of the development;

v. Such signs shall not obstruct visibility, create blind spots or obstruct pedestrian travel.

de. Directory Signs.

i. Directory signs ~~can~~ may be a wall, freestanding or monument sign, and must comply with the applicable provisions for ~~these~~ those types of signs, including landscaping, height, and size;

ii. If a directory sign is either a freestanding or a monument sign, it shall ~~take the place of said freestanding or monument sign, and shall~~ comply with the requirement only allowing either one monument sign or one freestanding sign for a single street frontage;

iii. The property owner shall apply for the permit for the directory sign, and shall include the layout of the individual signs that make up the directory sign;

iv. Individual signs in an approved directory sign may be added, moved or substituted with signs for new businesses or uses without a fee; provided, that the design is consistent and the provisions of the original permit are met;

v. Only one directory sign shall be allowed for each public street frontage;

~~vi. For multi-tenant buildings, only one directory sign is allowed.~~

vi. Off-premises directional signage associated with freeway-oriented Washington State Department of Transportation (WSDOT) approved signage.

a. Applicant shall apply for a permit for the directory sign.

b. Signage may include business name and logo.

c. Signage shall be placed on City approved 36" X 6" green fiberglass directional sign.

d. No more than eight (8) directional signs per post.

e. One (1) sign per business per post.

~~d.f.~~ Signage shall be reviewed and approved by the City prior to placement, and City shall install sign, and sign shall comply with the requirements of 'Manual on Uniform Traffic Control Devices.'

e.g. Sign must be removed once business is discontinued or WSDOT sign on highway is removed.

~~f.h.~~ Applicant shall pay all applicable fees associated with the placement and manufacturing of sign.

~~g.i.~~ Locations of ~~s~~ Signage shall be placed on existing "Historic Cashmere" signs.

j. City may install additional signage posts at various locations, which shall be approved by Cashmere City Council prior to placement.

h.k. Directional signs associated with federal, state or City-owned or sponsored facilities, such as the public library, post office, museum, Riverside Center, etc. are exempt from the WSDOT sign requirement.

ef. Community Bulletin Board Signs.

i. One community bulletin board sign is permitted when associated with a government or municipal building, utility, public school, park, recreation facility, grange, fire station, church or other similar type uses;

ii. Community bulletin board signs can be either wall, freestanding or monument signs, and must comply with the applicable provisions for these types of signs, including landscaping, height, and size;

iii. The sign may be illuminated provided it is located on an arterial street.

~~fg.~~ Home Occupations in Residential Areas.

i. Signs for home occupations in residential areas shall only be authorized for a legally established home occupation;

ii. Only one home occupation sign shall be allowed;

iii. Home occupation signs shall be a flush-mounted wall sign, unlighted, and shall not exceed four square feet in area.

~~gh.~~ Noneonforming Uses and Conditional Use Permits in Residential Areas.

i. Signs for ~~noneonforming uses and~~ conditional use permits in residential areas shall only be authorized for those uses determined to be legally established;

~~ii. Each use is permitted one monument sign having a maximum sign area of 20 square feet. The sign structure together with the sign shall not exceed a height of 36 inches. One additional monument sign is permitted if there is more than one primary entrance located on an adjacent street;~~

~~iii. Each use is also permitted one flush-mounted wall sign having a maximum sign area of eight four square feet. In lieu of a monument sign, the wall sign may be increased in area to the total square footage of the monument sign plus the square footage of the wall sign for a total of 16 square feet.~~

~~i.~~ High Intensity Light and Gas Discharge (Neon) Signs.

~~i.~~ Gas discharge (neon), fiber optics and other high intensity signs that exhibit produce glare and high contrast with their surroundings are discouraged. Additional lighting may be required to adjust the ambient light background of the proposal;

~~ii.~~ All gas discharge (neon), fiber optic and other high intensity signs shall be installed with dimming controls. The intensity level of all such signs shall be reviewed in place and adjusted to appear at a level consistent with other lighted signs in the vicinity;

~~iii.~~ Gas discharge (neon) signs shall only be a wall or window sign;

~~iv.~~ Externally mounted gas discharge (neon) signs shall be limited to the business name. Gas discharge (neon) signs consisting of copy other than the business name shall only be internally mounted.

~~hj.~~ Freeway-Oriented Signs.

~~ii.~~ In lieu of either an authorized freestanding or monument sign, a freeway-oriented use is allowed one freeway-oriented sign per property and located on the same parcel as the freeway-oriented use; ~~A freeway-oriented business may be listed on only one freeway-oriented sign structure;~~

ii. Freeway-oriented sign structures shall be located in such a manner so as not to adversely obscure the visibility of another existing freeway-oriented sign structure from U.S. Highway 2/State Route 97;

iii. Freeway-oriented signs shall be located within 500 feet of the centerline of the right-of-way of U.S. Highway 2/State Route 97;

iv. The maximum height of a freeway-oriented sign shall be 40 feet;

v. The distance between the lowest portion of a freestanding freeway-oriented sign and ground level shall not be less than 15 feet in height;

vi. The maximum sign area shall be not more than 125 square feet; provided, that the sign face for a multi-tenant building/ structure freeway-oriented use is allowed a total of 300 square feet; square feet with no single sign exceeding 125 square feet;

vii. The text on freeway-oriented signs shall be limited to corporate logos, ~~or~~ business names, and products only;

viii. All freeway-oriented signs shall contain no more than two sign faces, mounted back-to-back;

ix. Illumination of freeway-oriented signs shall be limited to internal lighting and shall not project onto the roadway or onto adjacent properties. (Ord. 1097 § 1, 2007; Ord. 1082 § 1, 2006).

### 17.60.060 Nonconforming sign provisions.

~~A. Abatement. Any sign which is nonconforming in that it does not conform to the regulations in this chapter shall either be removed or brought into compliance with the chapter requirements within the time period prescribed herein:~~

~~1. Permanent s1. Signs that were in compliance with previous city or county codes and are now nonconforming solely because of the adoption of this code shall be allowed to continue in use until the business use changes, until any one of the provisions in subsection B of this section occurs;~~

~~2. Any nonconforming portable signs, temporary signs and sandwich board signs shall be discontinued or be brought into compliance no later than 120 calendar days from the effective date of the ordinance which is codified in this chapter;~~

~~3. Any nonconforming sign in an area subsequently annexed into the city of Cashmere shall be discontinued or brought into compliance as described in subsection B of this section.~~

~~B. Nonconforming signs that were in conformance with prior city codes at the time of adoption of the ordinance codified in this chapter shall immediately be brought into compliance with this chapter and a new sign permit secured if any one of the below events occurs:~~

~~2. Nonconforming signs shall be allowed the following repairs or modifications provided that there is no increase in square footage of the sign being repaired:~~

~~1. The sign is altered in any way or moved; excepting for rRoutine maintenance and updating of business information; or~~

~~2. The sign is damaged requiring structural repairs; or~~

~~3. The business changes or the sign advertises a business, service, commodity, accommodation, attraction, or other enterprise or activity that is no longer operating or being offered or conducted on the site 5. No additional increase in square footage of the sign; or~~

~~4. The advertising message it displays becomes illegible in whole or substantial part; or~~

~~5. The sign is replaced; or~~

~~6. Any new sign is erected or placed in connection with the enterprise using the nonconforming sign. (Ord. 1097 § 1, 2007; Ord. 1082 § 1, 2006).~~

### 17.60.070 Administration and enforcement.

Administration and enforcement of the provisions of this chapter shall be as established in CMC Title 14, Development Code Administration. Sign permits as required herein shall be processed consistent with the provisions for limited administrative review. (Ord. 1097 § 1, 2007; Ord. 1082 § 1, 2006)

# Staff Summary

**Date:** September 12, 2011  
**To:** Cashmere City Council  
Mayor Irle  
**From:** Mark Botello  
**RE:** Public Hearing to consider vacating a portion of Foster Street

---

Please see attached Resolution No 09-2011, petition for street vacation and exhibit maps. Staff will go over this in more detail at the Council meeting.

RESOLUTION NO. 09-2011

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, SETTING A DATE AND TIME FOR A PUBLIC HEARING TO CONSIDER THE VACATION OF A PORTION OF FOSTER STREET.**

---

WHEREAS, the City has received a Petition for the vacation of a portion of Foster Street from Crunch Pak, LLC and 305 Sunset Highway, LLC (hereinafter collectively "Crunch Pak"), the owners of 100% of the property abutting the portion of Foster Street proposed to be vacated; and

WHEREAS, City Director of Planning and Building has reviewed the Petition, found it to be complete, and determined that an appraisal is not necessary due to the size and proposed terms and conditions of the street vacation petition which the City Director of Planning and Building has determined are in the best interests of the City; and

WHEREAS, the City Director of Planning and Building recommends passage of this Resolution to schedule a public hearing to consider the petition for vacation of a portion of Foster Street and the terms associated with the petition as set forth in the Petition for Street Vacation, a copy of which is attached hereto and marked as Exhibit "1" and contains within it a depiction of the Foster Street right of way proposed to be vacated; and

WHEREAS, the City Council agrees that a public hearing should be scheduled to consider this proposed street vacation; now, therefore,

**THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON,  
HEREBY RESOLVE AS FOLLOWS:**

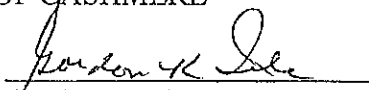
**Section 1.** The date and time of a public hearing for consideration of the petition for vacation of a portion of Foster Street as set forth in Exhibit "1" to this Resolution should be scheduled not less than twenty (20) days from the date of passage of this Resolution, but not more than sixty (60) days after the date of passage of this Resolution pursuant to CMC 12.30.050, therefore the date and time for a public hearing to consider vacation of the aforementioned portion of Foster Street is hereby scheduled for 7:00 p.m. on Monday, the 12th day of September, 2011, at Cashmere City Hall, 101 Woodring Street, Cashmere, Washington.

**Section 2.** The City Clerk is directed to provide at least twenty days notice of this Petition for Street Vacation by posting a copy of this Resolution and Exhibit "1" to this Resolution in three of the most public places in the City and in a conspicuous place on Foster Street. In addition, the City Clerk is directed to provide a copy of this Resolution by mail to each owner of property abutting any part of Foster Street at least 15 days prior to the public hearing scheduled in Section 1 of this Resolution.


**Section 3.** This Resolution shall be effective immediately upon passage by the City Council.

APPROVED BY THE CITY COUNCIL  
the 8<sup>th</sup> day of August, 2011  
CITY OF CASHMERE

By:

  
Gordon K. Irle, Mayor

ATTEST:

  
\_\_\_\_\_  
Kay Jones, City Clerk/Treasurer



**CITY OF CASHMERE  
PETITION FOR STREET VACATION**

PURSUANT TO Chapter 35.79 RCW and Chapter 12.30 of the Cashmere Municipal Code (Ordinance No. 1184), Crunch Pak LLC and 305 Sunset Highway, LLC (hereinafter collectively "Crunch Pak"), hereby petition the City Council of the City of Cashmere, Washington, for the vacation of that portion of Foster Street identified in Exhibit "A" attached to this Petition and by this reference made a part herein. Crunch Pak is the owner of 100% of the property abutting the portion of Foster Street proposed to be vacated. Crunch Pak proposes as consideration for approval of this vacation to provide the City with a statutory warranty deed to that certain real property immediately adjacent to River Street and identified in Exhibit "A" to this Petition as Chelan County Assessors Parcel Number 23-19-04-220-100. As further consideration for the requested vacation of Foster Street, Crunch Pak agrees to compensate the City in the sum of Three Thousand Seven Hundred Fifty and no/100 Dollars (\$3,750). The only public utilities and services located in the part of Foster Street proposed to be vacated is a storm water drain which Crunch Pak agrees it will be responsible for maintaining and operating and for any permitting that may be associated with its current or future use by Crunch Pak. The proposed transfer of property from Crunch Pak to the City and the proposed payment by Crunch Pak to the City as set forth above herein represent the total amount of compensation to be paid to the City by Crunch Pak with respect to this proposed street vacation, inclusive of all fees, costs and expenses of the City which may be payable by Crunch Pak to the City pursuant to CMC 12.30.030 with the sole exception of the \$250 nonrefundable administrative fee required to be paid by Crunch Pak pursuant to City Resolution 06-2011 which sum is hereby deposited with the City together with this Petition.

Dated this 4 day of August, 2011

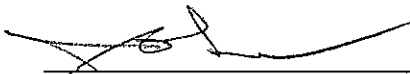
  
\_\_\_\_\_  
JOHN GRADEN, General Manager and  
authorized signatory for Crunch Pak, LLC  
and 305 Sunset Highway, LLC

Exhibit "A"

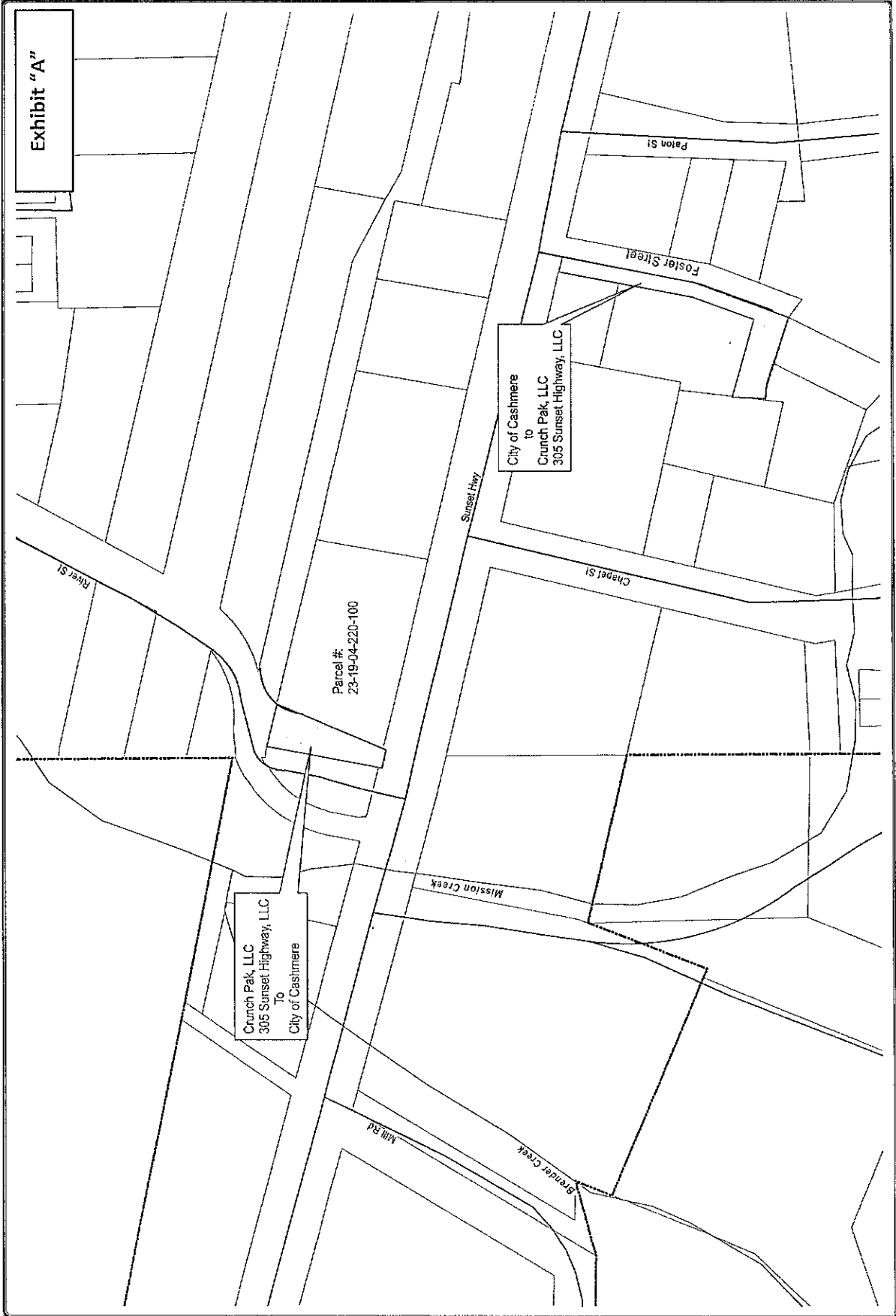
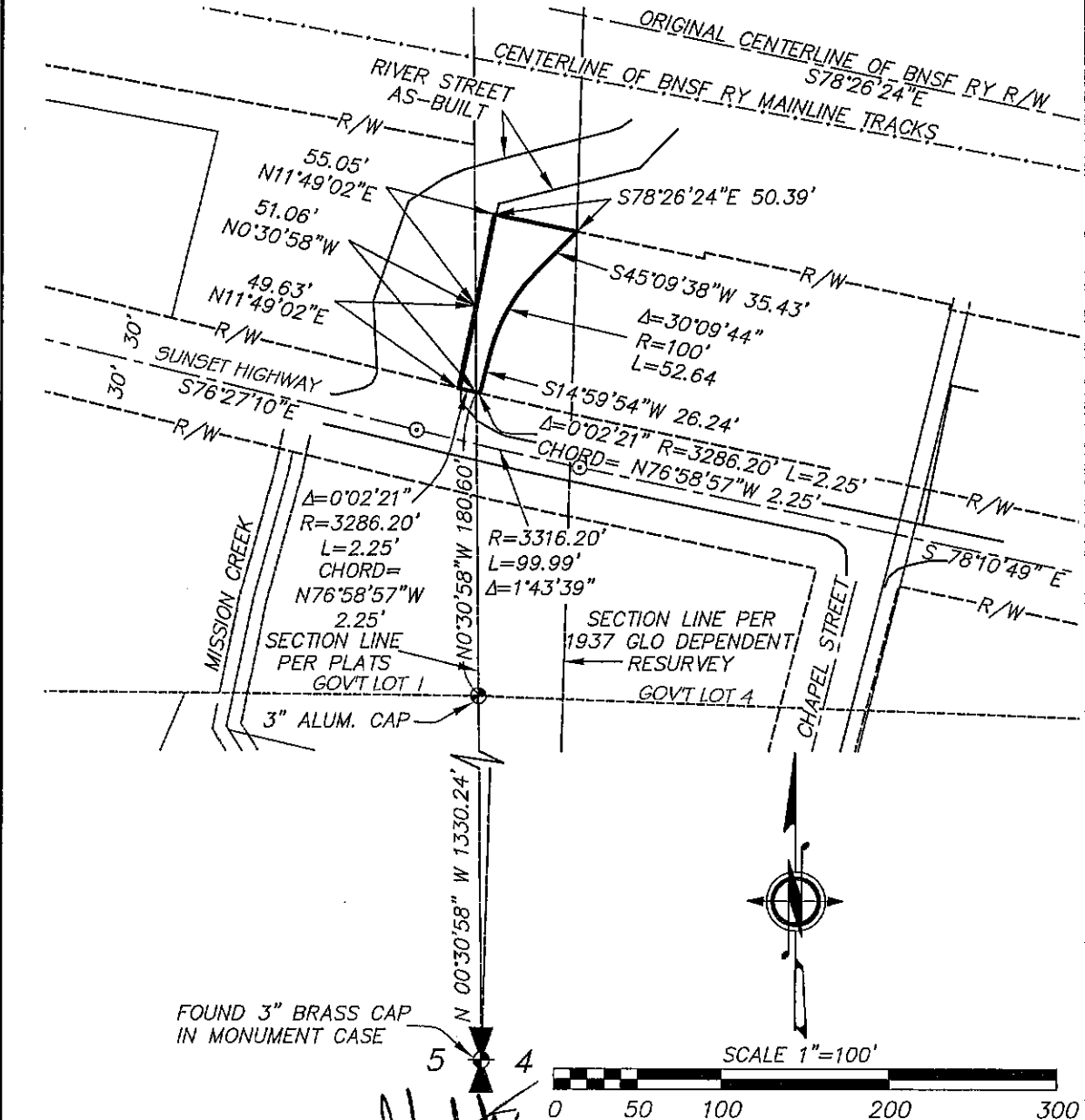
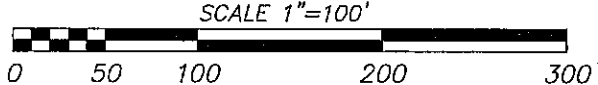


EXHIBIT MAP  
 SECS. 4 AND 5, T.23N, R19E.W.M  
 CHELAN COUNTY, WASHINGTON



FOUND 3" BRASS CAP  
 IN MONUMENT CASE

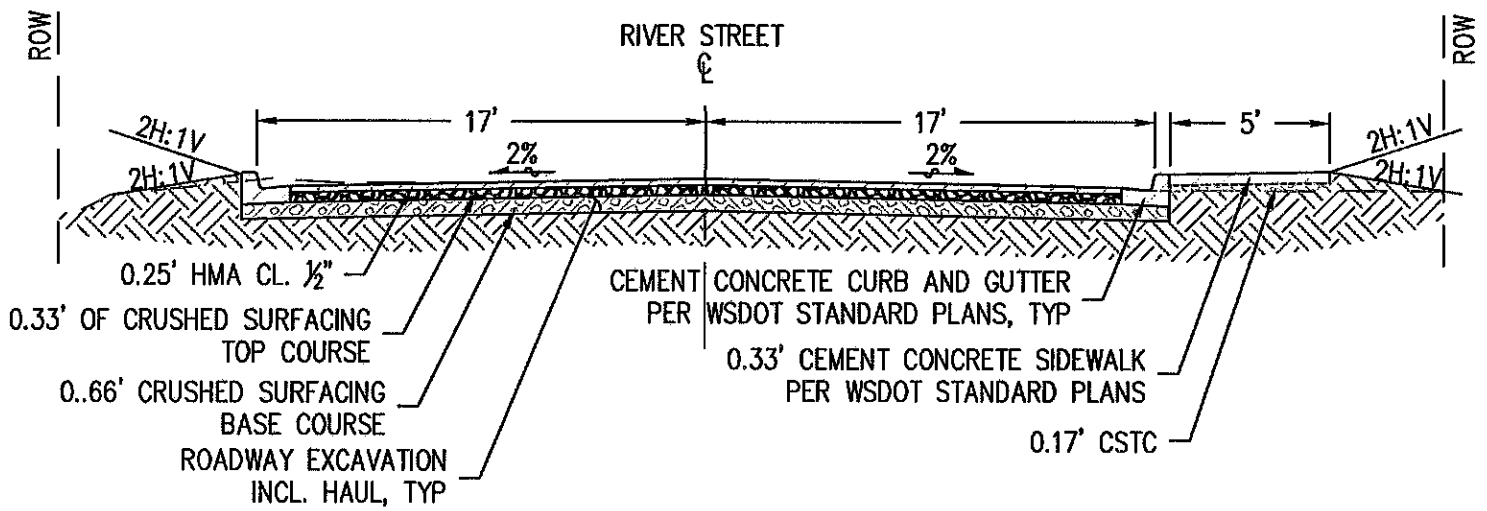
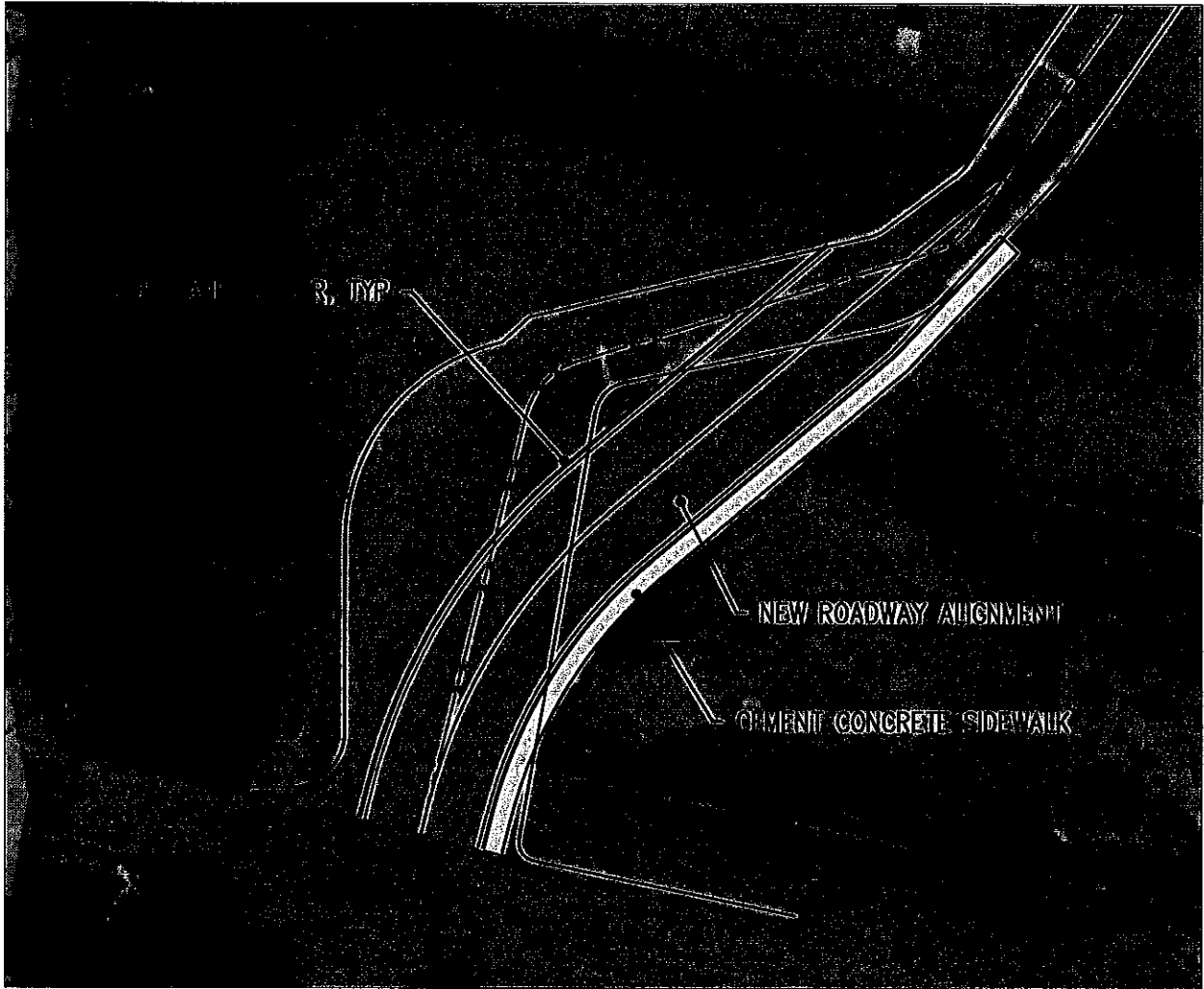
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FITZPATRICK  
 SURVEYING, PLLC

117 COTTAGE AVE.,  
 CASHMERE, WA 98815 (509)782-2441

DATE: SEPT. 2, 2011	DRAWN BY: CRB
SCALE: 1" = 100'	FILE NO: 49811CITY.exh



**TYPICAL SECTION VIEW**

NTS



## Kay Jones

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**From:** Bob Schmidt  
**Sent:** Tuesday, August 30, 2011 3:16 PM  
**To:** Kay Jones  
**Subject:** FW: Law Enforcement Agreement  
**Attachments:** City of Cashmere Law Enforcement Oct 2011-13.doc

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**From:** Cathy Mulhall [<mailto:Cathy.Mulhall@CO.CHELAN.WA.US>]  
**Sent:** Tuesday, August 30, 2011 1:38 PM  
**To:** Bob Schmidt  
**Subject:** Law Enforcement Agreement

Bob-

Attached to this e-mail is the new county contract for law enforcement services. The County has developed a new cost per deputy model that I would be happy to share with you. The model indicates that the cost per deputy is \$155,399 based on 2010 expenses. Recognizing that this is a jump from your current contract rate, the attached agreement allows the 4th quarter of 2011 to only increase by the cost of RiverCom. Then in 2012 a rate of \$141,500 per deputy plus RiverCom costs which would grow to the full rate of \$155,399 for 2013. Cashmere is assigned half of 5 deputies and a supervisor which equates to 3 FTE's. Which is the multiplier we used to develop your rates. Please review this with the Mayor. The Sheriff and I would be happy to meet with you. I am available to answer any questions you may have.

Cathy

*Cathy Mulhall*

County Administrator  
Chelan County Commissioners  
(509) 667-6216

\_\_\_\_\_ Information from ESET NOD32 Antivirus, version of virus signature database 6423 (20110830)  
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The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

\_\_\_\_\_ Information from ESET NOD32 Antivirus, version of virus signature database 6423 (20110830)  
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The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

\_\_\_\_\_ Information from ESET NOD32 Antivirus, version of virus signature database 6441 (20110906)  
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The message was checked by ESET NOD32 Antivirus.

## LAW ENFORCEMENT SERVICE AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of September, 2011, by and between the County of Chelan, a legal subdivision of the State of Washington, hereinafter referred to as the "County", having its principle place of business located at 350 Orondo Avenue, Wenatchee, Washington, and the City of Cashmere, a municipal corporation of the State of Washington, hereinafter referred to as the "City", having its principle place of business located at 101 Woodring Street, Cashmere, Washington, and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement functions within its boundaries by the Sheriff, and,

WHEREAS, the County is agreeable to rendering such services on the terms and conditions hereinafter set forth, and,

WHEREAS, such contracts are authorized and provided for by the provisions of Chapter 39.34 RCW. Pursuant to RCW 39.34.080, one or more public agencies may contract with one another to perform governmental services which each itself is authorized to perform;

NOW, THEREFORE, it is agreed as follows:

### **ARTICLE I - PURPOSE**

1.1 Purpose. The County agrees, by and through its Sheriff, to provide law enforcement services within the corporate limits of the City.

1.2 Municipal Authority: The City hereby confers municipal police authority on the County's employees who will provide Law Enforcement Services.

### **ARTICLE II - LAW ENFORCEMENT SERVICES**

2.1 Law Enforcement Services. Such services shall encompass the duties and functions of the type within the jurisdiction of and customarily rendered by the Sheriff of

relations, media relations, fleet control, radio maintenance, purchasing, records, inspections/internal investigations and other services provided by other county departments in support of the Chelan County Sheriff.

3.3 Dispatch communications services shall be provided by RiverCom. RiverCom services are provided through Interlocal agreement with Chelan County.

#### **ARTICLE IV - PERSONNEL**

4.1 The rendition of such services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain in the County.

4.2 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County Deputy and employee engaged in performing any such service and function shall be deemed to be an officer of said City while performing service for said City, which service is within the scope of this Agreement and is a municipal function.

4.3 The level, degree and type of city services and the number of positions assigned to those services shall be determined by the Sheriff or his/her designee, after consultation with the City. In the event of an emergency as determined by the Sheriff which results in the staffing level being less than described in this agreement, the County will make every effort to minimize the impact to staffing levels within the City. The number of such positions assigned to the City will remain constant. Additional support services may be purchased by the City and assigned for the sole benefit of the City, provided they are optional services as Defined in exhibit A. While the Sheriff controls the employees, standard of performance, discipline, and all other aspects of performance of the employees assigned to provide Law Enforcement Services, the City may submit comments thereon to the Sheriff.

#### **ARTICLE V - EQUIPMENT**

5.1 The County shall furnish and supply all necessary equipment, communication facilities and vehicles and supplies necessary to maintain the level of service to be

6.3 Discretionary Overtime. The City shall also pay to the County those overtime expenses for regular deputies (excluding reserves volunteers) incurred by the County for the following, to-wit:

(a) Deputies municipal court appearances and/or district court appearances resulting from offenses committed within the corporate limits of the City, to a maximum of \$5,000.

(b) Planned, advertised special events created by the city that require additional Sheriff's Office personnel assigned to the City.

(c) Annual Holiday events such as Memorial weekend, Fourth of July weekend and other designated holidays will be treated as if the event were occurring in the county with the expense being the responsibility of the county.

6.4 Service costs shall not include the cost of services that are required by state law, provided only within the unincorporated Chelan County, or supported by a dedicated revenue source, and services excluded from costs allocation at the discretion of the County. For the purposes of the agreement, such services and their associated administrative costs shall be considered non-chargeable.

6.5 Upon the City's failure to make payment within 30 days, Chelan County shall be entitled to include interest at 12% per annum on the unpaid balance.

## **ARTICLE VII - REPORTING**

7.1 Such services shall include a regular report of public safety issues within the city and region. Separate reporting districts consisting of incorporated and unincorporated areas will be maintained to enable accurate data collection on law enforcement services provided and call for service activity.

7.2 A representative of the Sheriff's Office shall make a report to the City Council either monthly or quarterly as requested by the City. The designated representative will have regular meetings with the City Administrator or his/her designee. The report shall



continual program of improvement. The plan will address activities based on, but not limited to, anticipated workloads, population trends, staffing levels, community needs, capital improvement and equipment needs. This direction should provide the members of the police services of the County and City a set of expectations and issues to guide their activities toward common goals and objectives. The content of this plan will be evaluated on a continual basis to insure that our objectives parallel with trends observed in the City, County, State and Nation.

### **ARTICLE IX - AGREEMENT ADMINISTRATION**

9.1 Unless sooner terminated as provided for herein, this Agreement shall take effect on the first day of October, 2011 and shall terminate on the 31st day of December, 2013.

9.2 NOTWITHSTANDING the provisions of the previous paragraph, either party may terminate this Agreement upon notice in writing to the other party of not less than 365 days prior to intended termination, in which case payment as provided in Section VI may be prorated and remitted.

9.3 Termination Transition Plan: Upon the provision of a written notice of termination, the parties shall establish a written plan for orderly transition of law enforcement services from the county to the city, or the city's designee. Said plan shall address all issues related to the transition of law enforcement services including without limitation, personnel, conveyance of capital equipment, workload and assignment of transition tasks. Each party shall bear its own cost in developing said plan.

9.4 Notice. The contract personnel for each party hereto, for notices required hereunder, audits, inspections and enforcement of this Agreement are designated as follows:

Chelan County Sheriff, or his designee  
401 Washington Street Level 1  
Wenatchee, WA 98801

resolve the problem or dispute, this agreement shall be construed in accordance with the laws of the State of Washington.

11.5 The Oversight Committee is responsible for proposing amendments to this agreement, which could then be agreed by the City and County legislative bodies.

## **ARTICLE XII - DISPUTES**

12.1 Dispute Resolution Process: In case of a dispute over the performance or meaning of the provisions of this Agreement which has not been resolved through discussion between the Parties, said dispute shall be submitted to a Dispute Resolution Board consisting of three individuals; one appointed by each party and the third selected by the two initial members. Said board shall decide matters by majority vote. If either Party is not satisfied with the result, it may utilize any other remedy to which it may be entitled at law or in equity.

## **ARTICLE XIII - PAYMENT AND INSURANCE**

13.1 Invoicing by the County. The County shall provide separate invoices to the City by the first day of January, April, July, and October for the Base Service Fee for the first, second, third and fourth quarter, respectively, and for the Discretionary Overtime Fee for the second, third, fourth and first quarters, respectively. Such invoice shall also reflect appropriate credits for payments to be made by the County to the City for each such quarter, as set out in other sections of this Agreement.

13.2 Payment. City shall pay the Service Fee invoiced by the County on or before the fifteenth day of January, April, July and October, respectively.

13.3 Overdue Payments. If any portion of the Service Fee is not paid by the City when due, the unpaid balance shall bear interest thereon from the date such payment was due to the date of receipt of payment at the rate of twelve percent (12%) per annum.

13.4 Insurance City. The City shall maintain at all times during the term of this Agreement a general liability insurance policy, or other comparable coverage, with a self-insured retention of no more than \$500,000, and a policy limit of no less than

14.6 Non-discrimination. The County and City certify that they are Equal Opportunity Employers. The County has developed and implemented affirmative action programs in accordance with the guidelines in revised order 4 of the United States Department of Labor. If required, the City will develop and implement affirmative action programs that meet the applicable federal standards.

14.7 Attorney's Fees and Costs. Each Party shall bear its own attorney's fees and costs in the resolution of a dispute or litigation.

**Kay Jones**

---

*F.Y.I.*

**From:** Bob Schmidt  
**Sent:** Tuesday, September 06, 2011 3:30 PM  
**To:** Kay Jones  
**Subject:** FW: Law Enforcement Agreements

Kay  
I guess they don't anticipate any discussion.  
Bob

---

**From:** Cathy Mulhall [<mailto:Cathy.Mulhall@CO.CHELAN.WA.US>]  
**Sent:** Tuesday, September 06, 2011 2:56 PM  
**To:** Bob Schmidt; Joel Walinski; Jim Reinbold; Keith Vradenburg  
**Cc:** Brian Burnett; Roxanne Giffin  
**Subject:** Law Enforcement Agreements

Gentlemen:  
The Commissioners have asked that I place the City Law Enforcement Agreements on the agenda for their signature on Monday, September 12th. Your city should then receive a signed agreement in the mail by mid-week. Please forward this agreement to your Council for their discussion and action.  
If you have any questions, please let me know.  
Thanks, Cathy

*Cathy Mulhall*  
County Administrator  
Chelan County Commissioners  
(509) 667-6216

\_\_\_\_\_ Information from ESET NOD32 Antivirus, version of virus signature database 6441 (20110906)  
\_\_\_\_\_

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

\_\_\_\_\_ Information from ESET NOD32 Antivirus, version of virus signature database 6441 (20110906)  
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The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

\_\_\_\_\_ Information from ESET NOD32 Antivirus, version of virus signature database 6442 (20110906)  
\_\_\_\_\_

The message was checked by ESET NOD32 Antivirus.

**Kay Jones**

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F.Y.I. —

**From:** Bonnie Sollinger  
**Sent:** Thursday, September 08, 2011 3:04 PM  
**To:** Kay Jones  
**Subject:** FW: Sheriff's contracts

**From:** Jim Reinbold [<mailto:jreinbold@cityofchelan.us>]  
**Sent:** Thursday, September 08, 2011 3:04 PM  
**To:** Keith Vradenburg; Jim Reinbold; Joel Walinski; mail; Bob Goedde  
**Cc:** Cheryl Grant  
**Subject:** Re: Sheriff's contracts

Keith - the contract will show two numbers. One for 2012 at \$141,000 and 2013 at \$155,000 (rounded). These figures came an analysis done by the sheriff's office costing out a deputy with support services added to the deputy cost. Chelan offered over 12 proposals and all were rejected with the county standing firm on their proposal. I am sure you can get the same analysis from the sheriff. The only leeway we have is the number of deputies you want. We are not particularly happy with any of this but we appear to be over that proverbial barrel. Where do we go for law enforcement without hurting the sheriff staffing? Sorry for short message but am in meeting all day today and half tomorrow. Jim

Sent from my Verizon Wireless BlackBerry

**From:** "Keith Vradenburg" <[kvradenburg.city@entiat.org](mailto:kvradenburg.city@entiat.org)>  
**Date:** Thu, 8 Sep 2011 14:37:15 -0700  
**To:** Jim Reinbold<[jreinbold@cityofchelan.us](mailto:jreinbold@cityofchelan.us)>; <[Cityadministrator@cityofleavenworth.com](mailto:Cityadministrator@cityofleavenworth.com)>; Gordon Irle<[mail@cityofcashmere.org](mailto:mail@cityofcashmere.org)>  
**Subject:** Sheriff's contracts

Hi All,

I have received information form Cathy Muhall that the City of Entiat will be getting it's Law Enforcement Contract in the mail next week. Chelan County Commissioners will have signed it and Entiat needs to sign it and send it back. I have had no input to the Costs, Total dollar amounts etc. I have mailed a list of questions to the CC Commissioners and Cathy Muhall stating I will ot sign anything until I get the answers to my questions. Such as, \$155,399 total per year for 1.0 FTE (deputy) This does not include RiverCom fees. I do not know what the rest of the City's are going to do but since the Commissioners have not contacted me other to list the total they would charge the City of Entiat..

I have not received an answer about where the fines go when someone is given a ticket in Entiat and a fine is imposed. Do any of the other City's received money from fines issued when a deputy Issues a ticket that has a fine involved?

Have a great day!!!  
Keith Vradenburg  
Mayor  
City of Entiat



**City of Cashmere**

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

*F.Y.I.*

IN THE MATTER OF	)	FINDINGS OF FACT,
	)	CONCLUSIONS OF LAW,
CUP 2011-1	)	DECISION AND
Barbara Agnew	)	CONDITIONS OF APPROVAL

THIS MATTER having come on for hearing in front of the City of Cashmere Hearing Examiner on August 29, 2011, the Hearing Examiner having taken evidence hereby submits the following Findings of Fact, Conclusions of Law, Decision and Conditions of Approval as follows:

**I. FINDINGS OF FACT**

1. An application submitted by Barbara Agnew requests a conditional use permit for the expansion of an existing nonconforming structure.
2. A public hearing was held upon legal notice on August 9, 2011 at 9:00 a.m., by the City of Cashmere Hearing Examiner at City Hall, 101 Woodring Street, Cashmere, WA 98815.
3. The application materials were accepted as "technically complete" by the City of Cashmere on June 28, 2011. A letter of complete application was issued on June 30, 2011.
4. The subject property is located at 400 Tigner Road, Cashmere, WA, within Section 05, Township 23 North, Range 19 E.W.M., legally described as, View Crest Addition of Cashmere; Block 2; Lot1.
5. The property that is the subject of this action is identified as Chelan County Assessor's Parcel number 23-19-05-910-015 and the taxpayer and fee owner of record is Barbara Agnew.
6. The subject property is within the Single-Family District (SF) zoning district, and within the Comprehensive Plan Land Use Designation of Single-Family District (SF).
7. Section 17.72.050 of Cashmere Municipal Code provides review criteria and performance standards for Conditional Use Permits. The applicant has the burden of proof that the proposal meets the criteria set forth in the chapter. A Conditional Use

permit may be approved only if all of the review criteria within Cashmere Municipal Code has been addressed:

- A. The proposed use will be harmonious and in accordance with the general and specific objectives of the comprehensive plan and all subarea plans.
- B. The proposed use will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity.
- C. The traffic generated by the proposed use shall be mitigated so as not to burden the traffic circulation system in the vicinity.
- D. The proposed use will be adequately served by facilities and services such as highways, streets, law enforcement, fire protection, storm water drainage, refuse disposal, domestic water and sanitary sewers and schools; or the persons or agencies responsible for the establishment of the proposed use shall provide adequate services.
- E. The proposed use will not create excessive additional requirements at public cost for public facilities and services.
- F. The proposed use will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or general welfare by reasons of excessive production of traffic, noise, smoke, fumes, vibration, glare or odors.
- G. Proposed ingress and egress, driveway widths, parking and street improvements shall be approved pursuant to applicable chapters of the CMC and the Cashmere Design Standards Manual.
- H. Adequate buffering devices such as fencing, landscaping, or topographic characteristics shall be in place in order to mitigate and protect adjacent properties from potential adverse impacts of the proposed use, including visual and/or auditory effects.
- I. Conditional use permits shall comply with the CMC and all applicable local, state and/or federal regulations.
- J. A conditional use shall ordinarily comply with the standards of the district within which the use is located and with the other applicable provisions of the CMC, except as modified by the approval of the conditional use permit and the standards of this chapter or as otherwise specified in the CMC.
- K. The hearing examiner may, in addition to the standards and regulations specified in the CMC, establish other conditions found necessary to protect the health, welfare, safety and interest of surrounding properties, the neighborhood and the city as a whole. These conditions may address the following:
  - 1. Increasing the required lot size or yard dimensions;
  - 2. Limiting the coverage or height of buildings;
  - 3. Mitigating traffic impacts through on-site and off-site improvements;
  - 4. Increasing the number of off-street parking and loading requirements;
  - 5. Limiting the number, location, design and size of signs and illumination devices;

6. Increasing required landscaping components to reduce noise and visual impacts, including glare;
  7. Specifying time limits for construction and operation;
  8. Requiring performance assurances acceptable to the city attorney;
  9. Specifying time frames for compliance review; and
  10. Other conditions deemed appropriate to address the requirements and intent of this chapter, the CMC and the comprehensive plan
8. According to the Assessor's records the current parcel size of the subject property is approximately .23 of an acre in size.
  9. A Notice of Application was posted (on site and at City Hall) on July 1, 2011.
  10. A Notice of Public Hearing was published in newspaper of record, mailed to property owners/agencies/taxpayers within 350 feet of the property ten (10) days prior to scheduled hearing.
  11. According to the Cashmere Shoreline Master Program the subject site is not located within shoreline jurisdictions.
  12. According to the Department of Natural Resources web site, the subject site contains no typed streams, or associated riparian buffers.
  13. FEMA maps do not identify a 100 year flood plain or floodway associated with the subject site.
  14. According to the National Wetlands Inventory map prepared by the US Department of Interior Fish and Wildlife Services maps no wetlands are associated with the subject site.
  15. According to the Washington State Department of Fish and Wildlife critical areas map, the subject site is not located within an area identified as having fish and wildlife conservation areas.
  16. No known cultural resources have been identified on the site. In the event that cultural materials are encountered, work will be halted and the Office of Archaeological and Historic Services will be notified.
  17. According to Cashmere contour maps no Geologically Hazardous Areas are associated with the subject site. The site is not located within steep slopes (30-degrees or greater) or soils susceptible to erosion.
  18. The entire Planning Staff file was admitted into the record at the public hearing.



19. The City of Cashmere Department of Planning/Public works recommended approval of the requested permit, subject to the recommended conditions of approval.
20. An open record public hearing after due legal notice was held on August 9, 2011.
21. Appearing and testifying on behalf of the applicant was Barbara Agnew. Ms. Agnew testified that she was the property owner and the applicant for this project. She testified that her plans were to change her existing carport into a 3-car garage with a bedroom, bathroom, office above the garage and expansion of her living room. She testified that all of the proposed conditions of approval were acceptable to her and that she was requesting that the setback from Glen Street be moved from 21 feet to 20 feet.
22. Cashmere City staff had no objection to adjusting the setback from Glen Street to 20 feet.
23. No member of the public testified at the hearing.
24. The proposal is appropriate in design, character and appearance with the goals and policies for the land use designation in which the proposed use is located.
25. The proposed use will not cause significant adverse impacts on the human or natural environments that cannot be mitigated by conditions of approval.
26. The cumulative impact of additional requests for like actions (the total of the conditional uses over time or space) will not produce significant adverse effects to the environment that cannot be mitigated by conditions of approval.
27. The proposal will be served by adequate facilities including access, fire protection, water, storm water control, and sewage disposal facilities.
28. The location, size, and height of buildings, structures, walls and fences, and screening vegetation for the proposed use will not unreasonably interfere with allowable development or use of neighboring properties.
29. The pedestrian and vehicular traffic associated with the conditional use will not be hazardous to existing and anticipated traffic in the neighborhood.
30. Land uses, activities, and structures that are allowed by this conditional use permit will comply with the required performance standards specified in CMC.
31. Any Conclusion of Law that is more correctly a Finding of Fact is incorporated herein as such by this reference.

## II. CONCLUSIONS OF LAW

1. The Hearing Examiner has been granted authority to render this Decision.
2. Referral agency comments were received and incorporated into the conditions of approval in regard to this proposal.
3. The proposal, as conditioned, is consistent with the Cashmere Comprehensive Plan for land use designation of Single-Family District.
4. The proposal, as conditioned, is consistent with the Cashmere Municipal Code.
5. The authorization of the Conditional Use permit will not be materially detrimental to the purposes of the Cashmere Municipal Code, the Cashmere Shoreline Master Program, or Washington Administrative Code, Revised Code of Washington nor will it be otherwise detrimental to the public interest.
6. Any Finding of Fact that is more correctly a Conclusion of Law is incorporated herein as such by this reference.

## III. DECISION

Based on the above Findings of Fact and Conclusions of Law, Application CUP 2011-1, Barbara Agnew, is hereby **APPROVED** subject to the following Conditions of Approval.

## IV. CONDITIONS OF APPROVAL

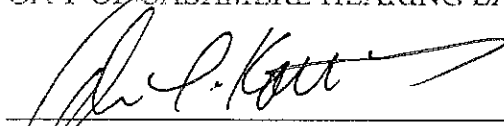
All Conditions of Approval shall apply to the applicant, and the applicant's heirs, successors in interest and assigns.

1. All conditions imposed by the Hearing Examiner shall be binding on the "Applicant," which terms shall include the owner or owners of the properties, heirs, assigns, and successors.
2. The conditions of approval apply to the Conditional Use Permit (CUP 2011-01) of record.
3. The project shall be in compliance with the Cashmere Municipal Code, including but not limited to parking and signage, in addition to all other applicable local, state and federal regulations.
4. The Applicant shall apply for a building permit for the construction of the proposed structure.

5. If any Native American grave site(s) or archaeological/cultural resources are found, all construction/excavation shall stop immediately and the owner/developer shall immediately notify the Confederated Tribes of the Colville Reservation and the Washington State Office of Archaeology and Historic Preservation.
6. The setback from Glen Street may be reduced from 21 feet to 20 feet.

Dated this 12<sup>th</sup> day of August, 2011.

CITY OF CASHMERE HEARING EXAMINER



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Andrew L. Kottkamp

**ANYONE AGGRIEVED BY THIS DECISION HAS TWENTY-ONE (21) DAYS FROM THE ISSUANCE OF THIS DECISION TO FILE AN APPEAL WITH THE CHELAN COUNTY SUPERIOR COURT AS PROVIDED FOR UNDER THE REVISED CODE OF WASHINGTON AND THE CASHMERE CITY CODE, PROVIDED THAT NO FINAL DECISION OF THE HEARING EXAMINER MAY BE APPEALED TO CHELAN COUNTY SUPERIOR COURT UNLESS SUCH PARTY HAS FIRST BROUGHT A TIMELY MOTION FOR RECONSIDERATION OF THE HEARING EXAMINER'S DECISION PURSUANT TO CASHMERE MUNICIPAL CODE 14.11.060.**

# Staff Summary

F.Y.I.

**Date:** September 12, 2011  
**To:** Mayor and Cashmere City Council  
**From:** Mark Botello  
**RE:** Project Status

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## PROJECTS

### Department of the Army Levee Project:

- This project is complete.

### Mission/Woodring Project:

- This project is 95% complete. The Contractor is working on the final punch list items (See attached list)

### Building Permits:

- 300 Sunset Highway (Modular office)-Crunch Pak.
- 113 Perry (Demo old house & shop).
- 113 Perry (New housing unit).
- 201 Cottage Ave (Commercial remodel) Weed Café.
- 95 South Douglas (Mechanical Permit).
- 400 Tigner (Residential remodel) Barbara Agnew.
- 315 Elberta Ave (Residential remodel) Kathy Russ.
- 214 Riverside Ave (Sprinkler-back-flow)
- 105 Perry (Fence permit)
- 201 South Division (Fence permit)

### New Business Licenses:

- Weeds Café (201 Cottage Ave)
- Cupcake Blues (203 Mission #114)
- Wine Design (207 Mission Ave)
- Dutch Johns Wines (203-H Mission Ave)

### LandUuse Permits:

- Conditional Use Permit (400 Tigner Road)Barbara Agnew
  - Port of Chelan County latecomers reimbursement agreement application-water line for Sunset Highway
-

## Punch-list Items 9/7/11

### 1) Woodring

- ~~a. Pour concrete in all remaining ramps and sidewalk sections~~
- ~~b. Driveway at STA 13+50C needs 2:1 slope to catch~~
- ~~c. Illumination conduit wire on library corner broken during construction~~
- d. Fill in existing cavity with rock/dirt behind single direction ramp by post office
- e. Remove concrete by sidewalk S. of Riverside Drive – next to utility pole
- f. Grout inside all CB's
- g. Grout sloped pad under CB lid
- h. Grind shiner edges alongside post office
- i. Pour 2' x 6" concrete pad in front of porch at 306 Woodring St.

### 2) Mission Ave

- ~~a. Broken concrete in front of Aplets and Cotlets~~
- ~~b. Broken concrete under Aplets and Cotlets door~~
- ~~c. 2:1 catch slopes behind curbing and sidewalk (entire project)~~
- d. Clean up behind curbs
- e. Grind down thick edges on sidewalk accent shiners
- f. Wash Jay's garage door off (concrete splashed on it from cleaning truck)
- g. Wash Liberty Orchards garage door off from wet saw splatter
- h. Clean up garbage behind curb
- i. Place tar or some other material on damaged tree trunks
- j. Verify all pipe in CBs are grouted
- k. Pour concrete curb along SE quadrant of driveway across from Liberty Orchards
- l. Electrical
  - i. Luminaire heads
  - ii. Pedestrian crossing system
  - iii. Type B service
  - iv. Conductors
- m. Landscapers
  - i. Trees not centered in frames
  - ii. Tree trunk iron frames not set flush
  - iii. Cover hdpe pipe behind curb with 2:1
  - iv. Create water basin to hold water at each tree
  - v. Check that all irrigation spigots extend to tree trunk
  - vi. Rake/clean up around each tree
  - vii. Irrigator at tree near driveway across from Liberty Orchards does not appear to be working
  - viii. Install tree guards

### 3) Both projects

- ~~a. Permanent signing~~
- b. Remove inlet protection from all storm lids



## 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)

**F.Y.I.**  
**COPY**

August 24, 2011

Port of Chelan County  
Board of Commissioners  
238 Olds Station Road, Suite A  
Wenatchee, WA 98801

Re: Cashmere Mill Site Property

Dear Commissioners:

On behalf of the citizens of Cashmere we extend to the commissioners of the Port of Chelan County and your staff our appreciation and thanks for investing in the rehabilitation of the Cashmere Mill site property. Your vision for a restored mill site has resulted in property that now has an economic value and is available to new or expanding businesses as a location at which to grow, prosper, and create new jobs.

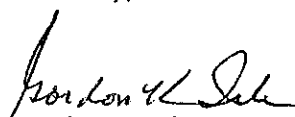
This project was only possible through the efforts of the Port Commission, as businesses would not be able to finance the restoration cost and large portions of the property would remain un-useable. Restoration of this property is a true legacy to the Port District's mission to stimulate economic development. Thanks to your efforts the Cashmere Mill site is now available for businesses to consider as a location.

Moreover, your revitalization project has enabled a partnership with the City of Cashmere to rebuild more of Sunset Highway and the associated utilities that would not otherwise have been possible.

As the Commissioners consider whether to surplus lands at the mill site, the City of Cashmere supports any decision that creates options for businesses to work with the Port District in choosing a site that will fit their financial abilities and needs.

Thank you again for your efforts toward the future of business in Cashmere.

Sincerely,

  
Gordon K. Irle  
Mayor



# Chelan County Sheriff's Office

*Brian Burnett, Sheriff*

Law and Justice Bldg ★ 401 Washington Street #1 ★ Wenatchee, WA 98801  
Phone: (509) 667-6851 ★ Fax: (509) 667-6860

August 31, 2011

RE: City of Cashmere, June 2011 Report

Dear Ladies and Gentlemen of Cashmere City Government,

In June of 2011, deputies responded to 101 incidents which generated a case number inside City limits. Deputies also responded to 95 incidents in the surrounding un-incorporated areas near Cashmere.

Deputies issued 14 City citations in June of 2011. There were an additional 21 County citations issued in the surrounding un-incorporated area around Cashmere.

Deputies issued 8 FIR's (Field Interview Report) in June of 2011 within City limits. A FIR is used to document a person or situation where a citation or report is not needed. There were an additional 6 FIR's issued in the un-incorporated area.

Deputies responded to 8 traffic accidents within City limits during June of 2011.

-0- Juvenile arrests and 12 Adult arrests were made in June of 2011. The adult arrests consisted of 11 misdemeanors and 1 felony.

Deputies documented \_441\_ patrol hours in the City during June of 2011. Deputies also documented \_2\_ hours of foot patrol in June. These hours represent time spent in the City by assigned Cashmere deputies, and do not include time spent by others from outside areas, detectives, or deputies on special assignment.

For the month of June 2011, Cashmere was the 3rd busiest contract city, behind Chelan and Leavenworth.

Please contact me with any questions or suggestions.

Bruce Long, West Detachment Sergeant, 630-7505

Integrity ★ Teamwork ★ Excellence

**John Wisemore**  
Chief of Operations



**Roxanne Giffin**  
Chief Civil Deputy



**Jan Briucat**  
Executive Assistant



# Chelan County Sheriff's Office

*Brian Burnett, Sheriff*

Law and Justice Bldg ★ 401 Washington Street #1 ★ Wenatchee, WA 98801  
Phone: (509) 667-6851 ★ Fax: (509) 667-6860

September 1, 2011

RE: City of Cashmere, July 2011 Report

Dear Ladies and Gentlemen of Cashmere City Government,

In July of 2011, deputies responded to 115 incidents which generated a case number inside City limits. Deputies also responded to 101 incidents in the surrounding un-incorporated areas near Cashmere.

Deputies issued 11 City citations in July of 2011. There were an additional 7 County citations issued in the surrounding un-incorporated area around Cashmere.

Deputies issued 7 FIR's (Field Interview Report) in July of 2011 within City limits. A FIR is used to document a person or situation where a citation or report is not needed. There were an additional 3 FIR's issued in the un-incorporated area.

Deputies responded to 3 traffic accidents within City limits during July of 2011.

1 Juvenile arrest and 8 Adult arrests were made in July of 2011. The Juvenile arrest was for a misdemeanor domestic assault. The adult arrests consisted of 5 misdemeanors and 3 felonies.

Deputies documented 513 patrol hours in the City during July of 2011. Deputies also documented 4 hours of foot patrol in July. These hours represent time spent in the City by assigned Cashmere deputies, and do not include time spent by others from outside areas, detectives, or deputies on special assignment.

For the month of July 2011, Cashmere was the 3rd busiest contract city, behind Chelan and Leavenworth.

Please contact me with any questions or suggestions.

Bruce Long, West Detachment Sergeant, 630-7505

Integrity ★ Teamwork ★ Excellence

**John Wisemore**  
Chief of Operations



**Roxanne Giffin**  
Chief Civil Deputy



**Jan Brincat**  
Executive Assistant



F.Y.I.

August 17, 20011

City of Cashmere  
Attn: Teresa  
101 Woodring Street  
Cashmere, WA 98815

Dear Teresa,

Thanks for sending me the attached Customer Satisfaction Survey; I really do appreciate the opportunity to share my evaluation of the Riverside Center – based on our recent experience.

The Cashmere Riverside Center is a real gem! The building is beautiful and in a great location; albeit a drive for those of us who live in Wenatchee, it is simply worth it. As I indicated in the survey, I was satisfied with the cost and the cleanliness of the facility.

The coordinator, Leona Wolk was very pleasant to work with. I did find her a bit unprofessional; she apparently did not think much of her boss and wasn't discrete about it. With the issues I will list out below, she always communicated to me that her hands were tied, and that "I should not let him get away with it". Kind of confusing, since she was my contact but yet had no answers to any of my concerns.

The first issue was the sound system, or the lack there of. The website advertises (or at least it did right up until I complained to him) that there are wireless sound capabilities inside as well as outside. When I originally signed my contract, Leona said that the sound system inside or outside would be available to me at the price we agreed on. Which set up we would use was to be determined closer to the wedding depending on weather.

The week before the wedding I contacted Leona to let her know we would be setting up outside and would be using the sound system. She was not confident that it would work, mentioning problems with the wind and that "John isn't sure if it is fixed." In suggesting that they rent a replacement she offered that John would come to our rehearsal dinner to test and show us how to set up. John did not present himself at the rehearsal dinner and Leona was at a loss as to what to do. The morning of the wedding, I had to rent a sound system from Avalon and pay to have someone set it up. A cost of about \$225.00, not to mention a great deal of time and stress in getting it resolved.

Secondly, Leona was informed a minimum of four separate times, (twice just before the wedding started) that we did not wish to have "tip jars" on the table for the bartender; and that I would take care of the gratuity. I know she asked me at least that many times because I wondered why she kept asking me. I sort of assumed it was the bartender's expectation and in which I was looking forward to providing them with a very fair amount as I thought the \$175 fee was very reasonable. Well into the reception it was

brought to my attentions that there were TWO tip jars on the bartender table. When I addressed this with Leona, she was again, at a loss as the bartender was John's girlfriend. Way beyond the other issues, this is the one most offensive to me; completely not my wishes for our guest to feel obligated to tip and irreversible damage done. NOT to mention, we received several comments on how rude the bartender was.

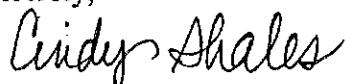
The third issue has to do with John coming into our reception at 11:10pm and starting to breakdown tables and chairs. Our reception was still underway and while guest were dancing he was less than 2 feet from them pulling chairs right out from under them. Our reception was completely cut short and this is a breach in contract. When I addressed this with John, he abruptly informed me that some guy told him we were done. I assured him that the only person who could have agreed to anything outside of our contract would have been me.

For the record, John Bryant is a very unprofessional and rude individual to try and deal with. What a great facility your city has. I would gladly recommend it for several reasons, followed by several strong warnings.

I have no idea who to further the matter with or would have done so by now. John's resolve was to return my deposit, however I consider that completely inadequate. It was a priceless occasion in which we invested a great deal of expense towards and incurred damages that simply can not be rectified.

Good for the City of Cashmere to build such a nice facility and share it with the community. Wenatchee has nothing even close to it -- where the average family can afford. So, thank you. But please be aware that I for one walked away feeling as if the Center impacted our wedding and in ways that can not be redeemed.

Sincerely,

A handwritten signature in cursive script that reads "Cindy Shales". The signature is written in black ink and is positioned above the printed name.

Cindy Shales

# Cashmere Riverside Center Customer Satisfaction Survey

The City of Cashmere is interested in learning about your rental experience at Riverside Center. Please take the time to answer the following questions regarding your rental.

## Event

1. What type of event did you host at the center? Wedding
2. How many attended? 150
3. Was the facility adequate for your needs?  
 Yes  
 No, explain \_\_\_\_\_
4. Was the kitchen used for your event?  
 Yes  
 No
5. Were the patio/grounds used for your event?  
 Yes  
 No
6. What was the duration of your rental? Noon Thursday → Friday midnight
7. Would you recommend the facility to your friends and acquaintances?  
 Yes  
 No, explanation see attached

## Facility

1. Was the facility clean and in good repair?  
 Yes  
 No, explanation \_\_\_\_\_
2. Were the tables and chairs clean and adequate for your needs?  
 Yes  
 No, explanation \_\_\_\_\_
3. If the kitchen was used, was it adequate for your needs?  
 Yes  
 No, explanation \_\_\_\_\_
4. Did you utilize the facility's stage or sound system?  
 Yes  
 No please see attached

## Customer Service

1. Was the staff professional and courteous?

Yes

No, explanation

attached

2. Was the staff available to answer questions regarding the rental after booking?

Yes

No, explanation

3. Were questions answered promptly and adequately?

Yes

No, explanation

4. Were rules, regulations and expectations explained in a manner that was easy to understand and follow? Were written sheets/checklists provided?

Yes

No, comments

5. Were the dates originally requested available?

Yes

No

6. If not, were you offered alternate dates?

Yes

No

## Value

1. Did you feel the cost of the rental was a good value?

Yes

No

2. Was a catering service utilized?

Yes

No

3. If yes, which one?

4. Was a cleaning/security deposit charged?

Yes and then reimbursed

No

5. What specific tasks were required in order to receive your deposit back?

see attached

6. Did you feel the cleaning requirements were reasonable?

Yes

No, comments

Please list any additional comments you may have about your experience at Cashmere Riverside Center.

thank you for the opportunity to evaluate the facility! Please see the attached letter and feel free to give me a call if you have questions

Name Cindy Shales

Date of rental 6/23 + 6/24

Daytime phone wc 664-3456

Please return survey to:

City of Cashmere  
Attn: Teresa  
101 Woodring St.  
Cashmere WA 98815