

Exhibit ‘E’

Chapter 17.60

SIGNS

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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. ~~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 or contiguous/connected use of buildings 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.

~~e. "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 billboard sign" ~~or "billboard sign"~~ is a sign which displays a message not specifically related to a commodity, service, or use available at the same premises where such advertising sign is located. ~~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.~~

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

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

30. "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.

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

32. "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.

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

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

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

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

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

38. "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.

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

40. "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.

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

42. "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 noneconforming 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 right-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 provided herein for suspended signs attached under canopy of the Cottage Avenue downtown area or sandwich board signs; ~~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;

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).

Sign	Exempt	Temporary	Permanent	Prohibited
Accessory commercial	X			
Animated				X
Awning			X	
Banner	X	X		
Bench				X
Booster club sign	X		X	
Building construction	X			
Canopy			X	
Changing message center or electronic reader board				X
Commemorative plaque	X			
Community bulletin board			X	
Community event	X	X		
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 signs				X
Off-premise directional signage associated with freeway oriented WSDOT approved signage			X	
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			
Trailer				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. Directional/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 comprehensible ~~way~~^{manner} and shall be kept accurate. They shall be part of another permanent sign, and they shall not exceed four square feet in area.

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 eight 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 ~~figures derived from the following schedule~~ percentage below:

Building Face	Maximum Sign Surface Area Per Building Face
Below 100 sq. ft. Building Face	Up to 120 percent, provided combined signage shall not exceed 600 square feet. square feet.
100 - 200 sq. ft.	Up to 20 square feet, not to exceed 10% of the building face.
201 - 500 sq. ft.	Up to 42 square feet, not to exceed 10% of the building face.
501 - 1,000 sq. ft.	Up to 75 square feet, not to exceed 10% of the building face.

1,001	1,500 sq. ft.	Up to 150 square feet, not to exceed 10% of the building face.
1,501	3,000 sq. ft.	Up to 169 square feet, not to exceed 10% of the building face and also provided that no single sign shall exceed 160 square feet.
Over 3,001 sq. ft.		Up to 214 square feet, not to exceed 10% of the building face and also provided that no single sign shall exceed 160 square feet.

2. Monument Signs.

a. ~~Each m~~ Monument sign shall be no larger than 32 square feet;

b. ~~Each m~~ 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. Monument signs shall be located outside of the clear view triangles for any driveways or walkway. ~~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 located on the same street frontage as an allowed freestanding sign.

3. Freestanding Signs.

a. ~~Each f~~ Freestanding sign shall be no larger than 32 square feet;

b. ~~Each f~~ Freestanding sign shall be no taller than 20 feet above the grade of the property or sidewalk, whichever is less;

c. ~~Each f~~ 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 s~~ 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 s~~ Suspended and/or projecting sign shall have at least two attachments to the building from which ~~they~~ 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 p~~ 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. Only one sandwich board sign is allowed per business/use;

~~Each s-ii~~ Sandwich board sign shall be no taller than 48 inches and no wider than 30 inches;

~~ii~~ Sandwich board sign shall be properly anchored to ensure it does not tip over and/or blow away;

~~iii. Each~~ iv. 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 or vehicular traffic.

vi. Sandwich board location shall be approved, prior to placement, by the Mayor or his/her designee.

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 or canopy; ~~it shall be attached to the building and in no case shall a projecting 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 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.

c. Booster Club Signs.

i. Booster club signs shall be located on the fence that borders on property owned by Cashmere School District in accordance with any regulations established by the District. Booster club signs shall not be allowed on fences bordering residential properties;

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

d. 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 be indirectly illuminated and 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.

e. Off-Premises Directory Signage 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.

vii. Off-premise 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, and one sign per business.

d. No more than eight (8) directional signs per post. One (1) sign per business.

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

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

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

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

i. Locations of signage shall be placed on existing "Historic Cashmere" sign.

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

i.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 WSDOT sign requirements.

f. 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.

g. 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.

h. ~~Nonconforming Uses and~~ Conditional Use Permits in Residential Areas.

i. Signs for ~~nonconforming 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 **eightfour** 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 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.~~

j. Freeway-Oriented Signs.

i. 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 ~~with no single sign exceeding 125 square feet;~~

vii. The text on freeway-oriented signs shall be limited to corporate logos, products or ~~or~~ business names 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 signs~~ 1. 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. 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. Routine maintenance and updating of business information; or

2. The sign is damaged requiring structural repairs. ~~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:~~

~~1. The sign is altered in any way or moved; excepting for routine 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; 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 non-conforming 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).

Filed for and Return to:
PUD No. 1 of Chelan County
PO Box 1231
Wenatchee, WA 98807-1231

 COPY

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

Grantor(s): City of Cashmere

Grantee(s): Public Utility District No. 1 of Chelan County

Abbreviated Legal Description: SW $\frac{1}{4}$ and SW $\frac{1}{4}$ Sec 3 and NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 10. Additional legal on Pages 1 and 2.

Assessor's Parcel Number(s): 231903330100

EASEMENT OVERHEAD UTILITY

THIS EASEMENT, made this ____ day of _____, 2011, between CITY OF CASHMERE, Record Owner(s), hereinafter called the "Grantor(s)," and PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, a municipal corporation, hereinafter called the "Grantee,"

WITNESSETH:

In exchange for utility services and/or other valuable consideration, receipt of which is hereby acknowledged, the Grantor(s) hereby bargain(s), sell(s) and convey(s) to the Grantee, its successors and assigns, a perpetual easement for Grantee's, and/or Grantee's licensee's or permittee's, electrical and telecommunications utility infrastructure ("the Utility Infrastructure"), which includes, but is not limited to, electrical lines, communication lines, conduits, cables, wooden or steel poles or structures, braces, guys and anchors, and other necessary or convenient facilities, across, along, in and upon the property situated in Chelan County, State of Washington, more particularly described as follows:

All that portion of the Southwest quarter of the Southwest quarter of Section 3, Township 23 North, Range 19 East of the Willamette Meridian, Chelan County, Washington, described as follows:

Commencing at the Southwest corner of the Southwest quarter of said Section 3, from which the Southeast corner of said Southwest quarter bears South 86°47'19" East a

distance of 2738.33 feet; thence South 86°47'19" East along the South line of said Southwest quarter a distance of 631.13 feet to the Easterly right of way of the 100 foot right of way of the Burlington Northern Santa Fe Railroad Company and the True Point of Beginning; thence North 32°11'36" West along said right of way a distance of 18.99 feet; thence North 57°58'11" East a distance of 640.57 feet; thence South 72°07'12" East a distance of 19.87 feet; thence South 33°20'02" East a distance of 216.21 feet to a point on the right bank of the Wenatchee River; thence Southerly along said right bank to a point on the South line of the Southwest quarter of the Southwest quarter of said Section 3; thence westerly along said South line to the True Point of Beginning.

TOGETHER WITH that portion of the Northwest quarter of the Northwest quarter of Section 10, Township 23 North, Range 19 East of the Willamette Meridian, lying northeasterly of the Burlington Northern Railroad Santa Fe right of way and Westerly of the right bank of the Wenatchee River.

EXCEPT right of way for roads.

Also known as Parcel C of Boundary Line Adjustment #2011-089CA recorded 9/7/2011, Auditor's File Number 2348465 records of Chelan County, Washington.

Said easement is described as a ten foot (10') strip of land, with the right to extend guys and anchors beyond the limit of said ten foot (10') strip, on the above described property specifically located as the Utility Infrastructure is actually installed and approximately as illustrated in *Exhibit A* (attached).

Hereafter, Grantee may place or construct any Utility Infrastructure within the Easement, to the extent necessary for Grantee, its successors and assigns, to comply with all applicable statutes, orders, rules and regulations of any public authority having jurisdiction, along with the perpetual right, privilege and authority to use the Easement to construct, erect, alter, expand, improve, repair, operate and maintain all overhead Utility Infrastructure and with the right to permit the installation, operation, improvement, repair and maintenance of overhead facilities and equipment of any other organization.

SUBJECT TO THE FOLLOWING:

1. Grantee shall have the right of access across the Grantor's property and adjacent lands of the Grantor for the purpose of constructing, reconstructing, maintaining, repairing, renewing, altering, changing, patrolling and operating the Utility Infrastructure including but not limited to: poles, wires, fiber optic cables, other telecommunications devices, and appurtenances thereto, and vaults and manholes, and the right at any time to remove the Utility Infrastructure from said property.

2. The Grantee, its successors and assigns, shall have the right to clear the Easement and keep the same clear of brush, trees, timber, structures, and all fire hazards. The Grantor its successors, assigns or licensees, shall not place, construct or maintain any building or other structure within the boundary limits of the Easement as now exists, nor shall the Grantor place any fill material or other substances upon the surface of the land within the boundary limits of the Easement which in any manner interferes with the use, maintenance and/or operation of the Utility Infrastructure or obstructs or impedes the Grantee's right of access to the Utility Infrastructure including, without limitation, the Grantee's right of access for purposes of improvement, repair and/or maintenance of the Utility Infrastructure. The Grantor shall not dig, tunnel, or do any other act, or permit any other act, within the Easement which will disturb the compaction or unearth the lines, cables, facilities or equipment thereon or therein, or in any other way remove, threaten, or endanger the lateral support to the Easement or Utility Infrastructure

located therein; nor shall the Grantor, its successors, assigns or licensees do any blasting or discharge any explosives within a distance of 300 feet of the Easement without giving reasonable notice in writing to the Grantee, its successors or assigns, of intention to do so.

3. Grantor, its heirs, executors, administrators, successors and assigns, covenant that no structure will be erected or permitted within the Easement that would, in the opinion of the Grantee, interfere with or endanger the unrestricted exercise of the rights and privileges herein granted and that no concrete, tar or other permanent surfacing shall be installed or permitted over any vault or manhole installed on said property.

4. Grantee, its successors and assigns, shall have the right to level, grade and regrade the Easement as may appear to Grantee to be necessary for the construction, operation and maintenance of its Utility Infrastructure.

5. Grantee, its successors and assigns, if installing facilities underground, shall bury all conduit or cable to such depth as not to interfere with reasonable and ordinary landscaping within the Easement; provided no trees, shrubs or bushes shall be planted thereon without first having obtained written approval from the Grantee.

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors or assigns, shall permanently remove said Utility Infrastructure, or shall otherwise permanently abandon said Utility Infrastructure, at which time all such rights, title, privileges and authority hereby granted shall terminate.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

CITY OF CASHMERE

By: _____
Title: _____

By: _____
Title: _____

State of _____)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of CITY OF CASHMERE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2011

Signature: _____

_____, Notary Public

My appointment expires: _____

State of _____)
) ss.
County of _____)

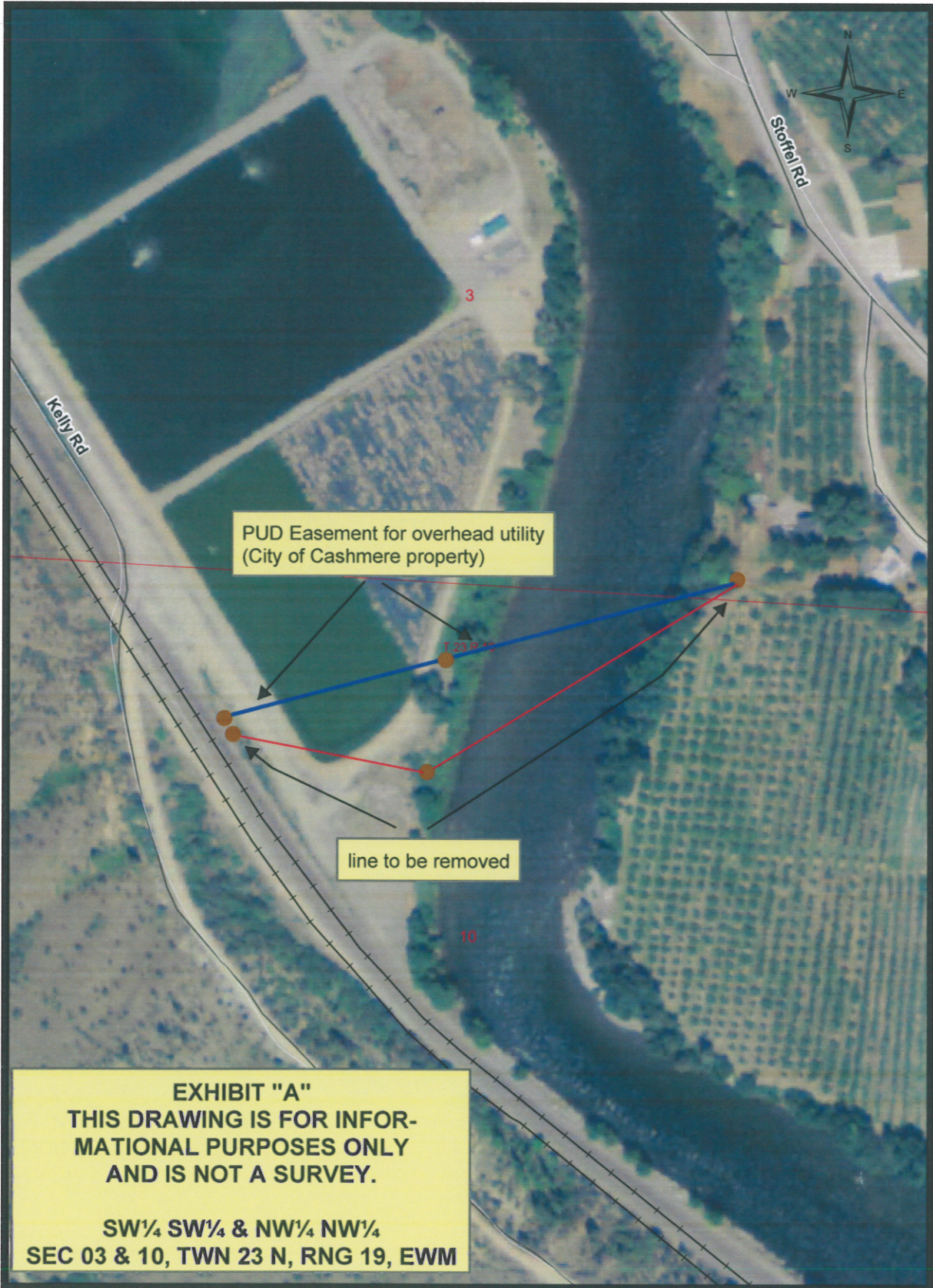
I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of CITY OF CASHMERE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2011

Signature: _____

_____, Notary Public

My appointment expires: _____

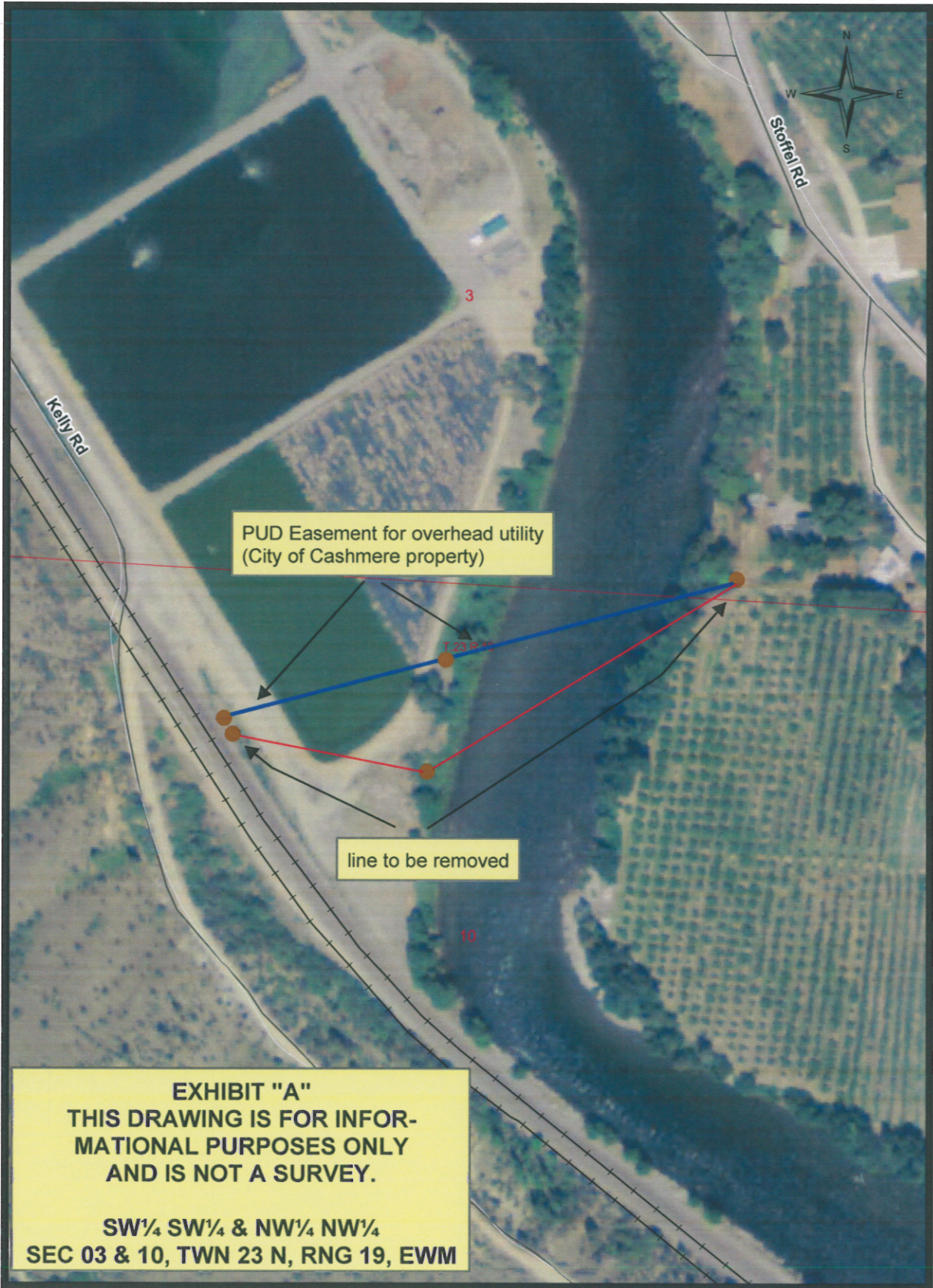


PUD Easement for overhead utility
(City of Cashmere property)

line to be removed

EXHIBIT "A"
THIS DRAWING IS FOR INFOR-
MATIONAL PURPOSES ONLY
AND IS NOT A SURVEY.

SW¼ SW¼ & NW¼ NW¼
SEC 03 & 10, TWN 23 N, RNG 19, EWM





City of Cashmere

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

LETTER OF UNDERSTANDING NO. 1

The City of Cashmere and IBEW Local #77 hereby agree to include siblings in the definition of immediate family in Section 15.3.4 of the Collective Bargaining Agreement for the purposes of Bereavement leave allowed in Section 15.8.

City of Cashmere

IBEW

Gordon K. Irle, Mayor

Date

Date



City of Cashmere

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

November 22, 2011

IBEW Local #77
Steve Hendrickson
77 Angus Square
Kennewick, WA 99336

Re: Cashmere Collective Bargaining Agreement proposal

Dear Mr. Hendrickson:

The City of Cashmere hereby proposes to extend the Collective Bargaining Agreement between IBEW Local #77 and the City dated January 1, 2011 through December 31, 2011 for a period of one year, beginning January 1, 2012 through December 31, 2012.

City of Cashmere

IBEW

Gordon K. Irle, Mayor

Date

Date

FRANCHISE EXTENSION AGREEMENT
CASHMERE, WASHINGTON

WHEREAS, Falcon Video Communications, L.P., locally known as Charter Communications ("Charter") currently holds a cable franchise with the City of Cashmere, Washington ("City"), granted by Ordinance No. 592 ("Franchise") on July 23, 1979, as amended by Ordinance No. 835 on August 8, 1994 and Ordinance No. 953 on September 13, 1999; and

WHEREAS, the City initially extended the term of the Franchise until December 31, 2010, and thereafter until November 30, 2011; and

WHEREAS, the City and Charter have begun informal renewal negotiations in accordance with Section 626(h) of Title VI of the Communications Act of 1934, as amended and the parties continue to reserve all rights under the formal procedures of Section 626 of Title VI of the Communications Act of 1934, as amended, and do not waive any rights related thereto; and

WHEREAS, Charter has requested that the City extend the existing franchise while a new franchise continues to be negotiated; and

WHEREAS, it is in the public interest to further extend the current Franchise for an additional period of time so that cable service to the public will not be interrupted.

NOW, THEREFORE, the Franchise of Charter shall be extended through May 31, 2012, or until a new Franchise Agreement is negotiated, whichever comes first.

APPROVED this ____ day of _____, 2011

City of Cashmere, Washington

By: _____

Print Name: _____

Title: _____

ACCEPTED this ____ day of _____, 2011

Falcon Video Communications, L.P., I/k/a Charter
Communications

By: Charter Communications VII, LLC its
General Manager

By: Charter Communications Inc., its Manager

By: _____

Print Name: _____

Title: President, Operations
Charter Communications



Staff Report

Date: 28 November 2011
To: City Council
From: Bob Schmidt, Director of Operations
RE: Wastewater Treatment Plant – Pre-selection of Equipment

See the attached RH2 Pre-selection Recommendation.

RH2 recommends that Notice of Award be given to;

Invent Environmental Technologies Inc.

**I Recommend that Council authorize the Mayor to sign the
Notice of Award for Invent Environmental Technologies Inc.**

City of Cashmere
101 Woodring Street
Cashmere, WA 98815
(509) 782-3513

NOTICE OF AWARD

TO: INVENT Enviromental Technologies

FROM: **City of Cashmere**

RE: 10 Mechanical Mixers for the Aeration Basins (Option 1) and 2 Mixer Aerators for the
Aerobic Digesters (Option 2A)

DATE: _____

This Notice is to advise you that the City of Cashmere has accepted your bid for the above-described Project.

In accordance with the bid proposal documents you have **ten (10)** working days from the date of this Notice of Award to complete all of the preconditions provided for in the bid documents, including the execution of the Purchase Agreement.

This is **not** a Notice to Proceed with the performance of the work under the anticipated final contract.

You are required to return an acknowledged copy of this Notice of Award to the City of Cashmere.

City of Cashmere

By: _____

Title: _____

Receipt of Notice of Award is hereby acknowledged.

Supplier

Date: _____

By: _____

Title: _____



RH2 ENGINEERING, INC

www.rh2.com

mailbox@rh2.com

1.800.720.8052

BELLINGHAM

454 W Horton Rd
Bellingham, WA 98226
(tel) 360.676.0836
(fax) 360.676.0837

BOTHELL

22722 29th Drive SE, Ste 210
Bothell, WA 98021
(tel) 425.951.5400
(fax) 425.951.5401

EAST WENATCHEE

300 Simon St SE, Ste 5
East Wenatchee, WA 98802
(tel) 509.886.2900
(fax) 509.886.2313

RICHLAND

114 Columbia Point Dr, Ste C
Richland, WA 99352
(tel) 509.946.5181
(fax) 509.946.4630

SILVERDALE

2021 NW Myhre Rd, Ste 107
Silverdale, WA 98383
(tel) 360.698.6528
(fax) 360.698.0510

TACOMA

One Pacific Building
621 Pacific Ave, Ste 104
Tacoma, WA 98402
(tel) 253.272.3059
(fax) 425.951.5401

November 22, 2011

Mr. Bob Schmidt
Director of Operations
City of Cashmere
101 Woodring Street
Cashmere, WA 98815

Sent Via: Email

Subject: City of Cashmere Mixing Equipment Pre-selection Recommendation

Dear Mr. Schmidt:

RH2 Engineering, Inc., is currently under contract with the City of Cashmere to complete the design of the City's proposed wastewater treatment facility. A bidding process to pre-select certain pieces of equipment was recently completed. The four pieces of equipment that were pre-selected include the ultraviolet (UV) disinfection equipment, mixing equipment for the aeration basins and aerobic digesters (mixing equipment), mechanical fine screens, and a belt filter press and associated equipment for solids handling (belt filter press). The 90-percent plans and specifications will be completed using the pre-selected equipment.

The advertisements for the pre-selection of the UV disinfection equipment, mixing equipment, mechanical fine screens, and belt filter press were published in the Cashmere Valley Record and Leavenworth Echo on October 19, 2011. Sealed bids were due at City Hall for the UV disinfection equipment, mechanical fine screens, and belt filter press on November 2, 2011. Sealed bids for the mixing equipment were due November 9, 2011.

The recommendation for the UV disinfection equipment, mechanical fine screens and belt filter press manufacturers was provided in a letter to the City dated November 11, 2011. Notices of award for these three pieces of equipment were signed by the City and have been sent to the respective manufacturers. This letter of recommendation is for the pre-selection of the mixing equipment.

Three bid proposals were received for the mixing equipment. The three manufacturers include Chemineer Inc., INVENT Environmental Technologies (INVENT) and Lightnin.

Recommendation and Next Steps

RH2 has completed the evaluation of the bid proposals for the mixing equipment. RH2 recommends that a notice of award be given to INVENT for the 10 mechanical mixers for the aeration basins and the 2 mixer/aerators for the aerobic digesters. INVENT was selected based on lowest cost and other considerations.

The notice of award for INVENT is attached to this letter for City Council signature. The notice of award should be signed and dated by the City and sent to Rick Ballard, RH2 Engineering Inc., 22722 29th Drive S.E., Suite 210, Bothell, WA 98021. RH2 will send the



Mr. Bob Schmidt
November 22, 2011
Page 2

notice to the manufacturer along with a cover letter that details additional information requested.

Please contact me at 800.720.8052 ext. 5328 should you have any questions.

Sincerely,

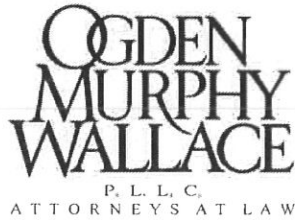
RH2 ENGINEERING, INC.

A handwritten signature in cursive script that reads "Rick Ballard".

Rick Ballard
Project Manager

KK/kh/bas

Enclosed: Notice of Award for INVENT Environmental Technologies



MEMORANDUM

DATE: NOVEMBER 22, 2011

TO: MAYOR GORDON IRLE and CITY OF CASHMERE CITY COUNCIL MEMBERS

CC: JOHN BRYANT and BOB SCHMIDT, MARK BOTELLO, and KAY JONES, CITY DEPARTMENT HEADS

FROM: CHARLES D. ZIMMERMAN, OFFICE OF THE CITY ATTORNEYS

RE: SUMMARY OF CITY STAFF ANALYSIS OF ALTERNATIVES RELATIVE TO CASHMERE RIVERSIDE CENTER LEASE AGREEMENT WITH JOHN BRYANT

I. BACKGROUND AND FACTS

The Cashmere Riverside Center Lease Agreement with John Bryant was entered into on December 18, 2009 and expires December 31, 2014 (the "Lease"). The Lease is with John Bryant, individually as a sole proprietor, d/b/a JASCO Small Business Development. There is no provision within the Lease for extension of the Lease.

John Bryant, the tenant, has been elected to a four year term on the City Council to begin in January, 2012.

Attorney Jayne L. Freeman of Keating, Bucklin & McCormack, Inc., P.S. was retained by the City's insurer, the Washington Cities Insurance Authority, to analyze the potential conflict of interest that may exist as a result of the Lease. Ms. Freeman provided the City with a seven page legal analysis of the financial conflict of interest in a letter dated November 1, 2011. In her opinion, Ms. Freeman essentially concludes that a conflict that would require forfeiture of office by Councilmember-elect Bryant does not exist until renegotiation of the Lease occurs during Mr. Bryant's term of office.

It is very likely that the City-driven process to either negotiate an extension of the term of the Lease or seek requests for proposals will occur during Councilmember-elect Bryant's term of office as a Councilmember. At such time as either event occurs as determined by City Council, Councilmember-elect Bryant will need to determine whether he should remain on the City Council *or* resign from the City Council and seek extension of the Lease or participate in the City's request for proposals process.

The City department heads and our office reviewed and considered the following additional documents as part of the alternatives analysis process: November 16, 2011 e-mail and attachment from Jason Bumgardner and Cindy Fields to City Council and others, and November 21, 2011 e-mail from Mr. Bryant to me.

Section 15 of the Lease provides for City access to show the Riverside Center to prospective Tenants. **There are no provisions within the Lease that authorize Mr. Bryant to arrange for the use of the Riverside Center beyond the December 31, 2014 Lease termination date.**

II. ISSUE FOR DETERMINATION BY CITY COUNCIL PRIOR TO DECEMBER 31, 2011

What, if any, revisions to the Lease should be negotiated with Mr. Bryant?

III. ALTERNATIVES FOR CITY COUNCIL CONSIDERATION

Following the November 14, 2011 City Council meeting, City department heads Bob Schmidt, Mark Botello, and Kay Jones have discussed various alternatives that the Council may wish to consider concerning the Riverside Center, the current Lease, and future occupancy of the Riverside Center. The primary alternatives discussed and the position of City staff relative to each is set forth below.

Option 1: Do not amend the Lease and commit to a request for proposals process commencing February 15, 2014.

Under this Option, the City would not authorize Mr. Bryant to permit the use of the Riverside Center to anyone beyond the December 31, 2014 expiration of the Lease. The request for proposals ("RFP") process would have a timeline that would result in selection of the new tenant and entry into a new lease agreement effective with an occupancy date of January 1, 2015, but with permission to book events prior to actual occupancy of the Riverside Center. City staff believes this process could be completed and a signed lease agreement entered into before the end of May, 2014. This Option does not involve amending the Lease or the creation of commitments to the use of the Riverside Center by Mr. Bryant that would be binding upon the subsequent tenant. The commitment to the RFP process timeline should permit the new tenant, or Mr. Bryant if he is selected as the tenant following the RFP process, sufficient time to book events in 2015. This

Option does not involve the City or the new tenant in the transfer of funds collected by Mr. Bryant. It also does not require the City to create a shared revenue plan and proposal related to the post December 31, 2014 Riverside Center reservations.

Option 2: Amend the current Lease to extend the expiration date to December 31, 2016 and create a new rate schedule for the additional two years.

Extending the Lease for two years and committing to a timeline for RFP process, which would commence on February 15, 2016, will permit Councilmember-elect Bryant to continue to be the tenant at the Riverside Center and serve all four years of his City Council term which will expire December 31, 2015. This Option does not require a shared revenue plan for post-Lease determination bookings as post-Lease reservations for the use of the Riverside Center would be addressed in the new Lease with the new tenant or Mr. Bryant, if he is the successful applicant in the RFP process. As discussed in Option 1 above, the new Lease would permit bookings prior to occupancy by the new tenant. This Option does not involve the City and new tenant in transfers of security deposits and revenue related to Mr. Bryant's post-termination commitments.

Option 3: Amend the current Lease to permit Mr. Bryant to commit the use of the Riverside Center to post-Lease termination uses and create a revenue sharing plan for those post-December 31, 2014 bookings, create standards related to those bookings, and provisions related to transfer of deposits.

The City department heads' concerns with this Option are numerous. This would involve the City in potential arguments over whether deposits were made and/or should be transferred to the new tenant following an RFP process, if Mr. Bryant is not selected in the RFP process. This Option, while arguably providing some committed stream of revenue to the new tenant, also commits the new tenant to honor non-new tenant created reservations. Until an RFP process has been completed, the City will not know whether a potential new tenant has different ideas which may be perceived by the City Council as better ideas for how to operate the Riverside Center. Permitting pre-committed bookings into the term of occupation of the Riverside Center by a new tenant would delay the implementation of these new tenant ideas. In the event this is the Option selected by the City Council, City department heads suggest that bookings only be permitted with specific terms and conditions which would be added to the existing Lease and become a part of the post-Lease RFP process. Even under this Option, City department heads believe a timeline for an RFP process should commence by at least May of 2014 with a plan to have a new Lease in place with the successful applicant prior to the end of July, 2014.

IV. CONCLUSION

The City department heads and our office encourage the City Council to consider selection of either Option 1 or 2. Either Option 1 or 2 would be much easier for the City to implement than Option 3, which will require further negotiations with Mr. Bryant and significant amendments to the Lease to address shared revenue by the booking tenant (Mr. Bryant) with the new tenant, transfers of security deposits, and guidelines related to booking events at the Riverside Center after the December 31, 2014 Lease termination date.

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